

**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

AIDE MEMOIRE OF THE RECEIVER

1. This case conference arises from a motion (the “**Motion**”) heard September 18, 2026, regarding, among other issues, approval of the Receiver’s sales process (the “**Sales Process**”), payment of certain amounts from a related company, Hansalex Corp. (“**Hansalex**”), and production of the Respondents’ documents and access to the Respondents’ servers (the “**Servers**”).

The Sales Process

2. On October 5, 2026, the Receiver served its Third Supplement to the First Report of the Receiver (the “**Third Supplement**”) which addresses all of the Respondents’ criticisms of the sales process, including the breadth of the marketing, a one stage vs. two stage process, and the contents of the data room.

3. In its aide memoire the Respondents again raise vague criticisms fo the sales process with virtually no concrete proposals. The only concrete proposals are a two-stage process with a

deadline. In the Third Supplement the Receiver explains in detail why a two-stage process with a deadline is inappropriate and likely to decrease the value of the property.

4. The Respondents now accept the sales process. As such no further order is required with respect to this issue. If any order is made as to costs, the costs should be in the Receiver's favour since the Respondents' have abandoned their position.

Hansalex

5. On September 25, 2026, the Receiver wrote to the Respondents to request information relating to the transfers to Hansalex (the "**Transfers**"). Copies of the correspondence are attached as **Schedule "A"**.

6. On October 15, 2026, the Respondents responded. The response is attached as **Schedule "B"**.

7. The response fails to address most of the questions raised by the Receiver. The source of the failure appears to be a misunderstanding of the Receiver's role and the nature of a fraudulent conveyance claim. The Respondents limit their answers to funds which originated from the Applicant's loan. However, the source of the funds is not relevant. If the funds belonged to the Respondents, they cannot be transferred out to a related company and instead should be available for all creditors. The fraudulent conveyance provisions remedy any such transfers. Second, the Receiver does not represent the Applicant. The Receiver is acting in the best interest of all creditors, including, but not limited to, the Applicant.

8. The Receiver's requests and the Respondents' responses are as follows:

- (a) ***Account statements showing transfers into 280's bank account.*** Limited account statements were provided for transfers in September 2025. No other statements were provided.
- (b) ***For the Transfers, Bank statements for the recipient(s)' bank account(s).*** Limited account statements were provided for the Transfers in September 2025. No other statements were provided.
- (c) ***If it is the same funds transferred back and forth, evidence of that fact.*** Evidence of this was provided.
- (d) ***An explanation of the purpose of the Transfers.*** No explanation was provided. Instead, the Respondents advised that "...the Atria Group is not prepared to provide further details of its private internal accounting and tax planning at this time; however, that information is not required to answer the question on the motion concerning the money received by Hansalex."
- (e) ***For the Transfers, the back-up or source documents for the transactions and advice as to the source of the funds.*** Very limited and incomplete back-up was provided. If the Transfers relate to services provided by Hansalex, documents related to these services are required. If the Transfers relate to repayment of loans, proof of the loans, including loan documents and proof of advances, are required.

9. Regarding the funds that were transferred back and forth between 280 and Hansalex, an explanation is required. If, as the Respondents advise, information relating to Atria Group's private

internal accounting and tax planning is not required to answer the question, then there is no reason for failing to answer the question. However, if the Respondents' bank accounts are being used as part of some broader internal accounting and tax planning, then an explanation of this internal accounting and tax planning is required.

10. The Receiver questions the veracity of the Hansalex invoices, Hansalex' alleged role in the project, payments made from the Applicant's funds, and payments made to Hansalex.

11. The Receiver requests an order that the Respondents and/or Hansalex provide the following:

- (a) **All** account statements for all Atria related entities showing transfers of funds into 280's bank account.
- (b) For the Transfers, **all** bank statements for the recipient(s)' bank account(s).
- (c) An explanation of the purpose of the Transfers even if such explanation requires an explanation of Atria's internal accounting and/or tax planning.
- (d) For the Transfers, **all** back-up or source documents for the transactions and advice as to the source of the funds.

12. The Respondents and/or Hansalex' response should be in the form of an affidavit with exhibits to permit the Receiver and, if needed, the Applicant, to Reply and to permit the Receiver to cross examine on the affidavit. Once affidavits are exchanged and cross examinations are conducted, the Receiver's motion should be scheduled for hearing.

13. The Respondents' request for costs is not appropriate. The issue remains live and needs to be properly adjudicated.

14. Two ancillary matters raised in the correspondence require a response – criticism for the Receiver contacting Mr. Jain regarding Hansalex and an alleged acknowledgment that the Motion was brought on a speculative basis.

15. Mr. Ullman criticizes the Receiver for not writing to him, as opposed to Mr. Jain, in June to request information relating to the Transfers. However, if the Receiver wrote to Mr. Ullman, he would have to forward the correspondence to Mr. Jain for response. Further, Mr. Ullman criticized the Receiver for writing to Mr. Jain and not to Mr. Ullman, however when the Receiver served its motion record on Mr. Ullman, Mr. Ullman criticized the Receiver for not serving Mr. Jain directly (on behalf of Hansalex).

16. Mr. Ullman alleges that the Receiver acknowledged in court that the motion was brought "... on a speculative basis". The Receiver categorically denies any such acknowledgment was made. The motion was brought based on the evidence the Receiver had which shows significant improper payments made from the Respondents to Hansalex.

Document Production

17. The Respondents took the position that access to their servers could not be provided because information belonging to related companies, including Atria Development Corporation ("**Atria**") were comingled on the Servers. On September 18, 2026, Justice Dietrich ordered that a third party should be retained to review the Servers, that Atria should bear 50% of the cost (subject

to the Receiver's right to ask for a reallocation), and that Atria should pay upfront an estimate of its 50% share of the cost.

18. The parties agreed that Kroll Consulting Canada Co. ("**Kroll**") would be retained to perform the review. A draft order has been provided to Kroll and Kroll has confirmed that it is satisfied with the order. A copy of the draft order is attached as **Schedule "C"**.

19. To estimate the cost of the review, Kroll required information from the Respondents and requested a call with the principal of the Respondents, Hans Jain. The Receiver requested information from the Respondents on September 30, October 5, October 6, October 8, October 13, and October 14. A copy of the correspondence is attached as **Schedule "D"**.

20. On October 14, 2026, the Respondents provided information to allow Kroll to prepare an estimate. The information is with Kroll who are preparing the estimate.

21. The Receiver requests that the production order be issued and entered in order to permit the document production and review to proceed.

October 16, 2026

WEIRFOULDS LLP

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

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Wojtek Jaskiewicz (LSO #49809L)

wjaskiewicz@weirfoulds.com

Tel: 416.365.1110

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

Schedule A

September 25, 2026

VIA EMAIL dullmann@blaney.com

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

Dear Mr. Ullmann:

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

We are writing further to the endorsement of Justice Dietrich dated September 18, 2026, and in particular para 30 of the endorsement.

The Receiver requires the following information and documentation related to the transfer of funds (the “**Transfers**”) from 2808908 Ontario Inc. (“**280**”) to Hansalex Corp (“**Hansalex**”) as identified in Appendix “M” to the First Report of the Receiver dated June 30, 2026:

1. For the period October 3, 2023, to September 5, 2025, account statements for any account from which funds were transferred into 280’s bank account with each transfer to 280’s bank account identified on each statement.
2. For each of the Transfers, the bank statements for the recipient(s)’ bank account(s).
3. If it is the same funds transferred back and forth, evidence of that fact.
4. An explanation of the purpose of the Transfers.
 - a. If the explanation is “accounting purposes” an explanation of what “accounting purposes” means in this context.
5. An explanation why actual funds had to be transferred if the purpose was accounting.

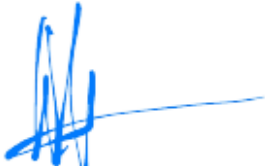
Wojtek Jaskiewicz
Partner
t. 416-947-5094
wjaskiewicz@weirfoulds.com

File 25084.00002

We request that this information be provided to the Receiver as soon as possible.

Yours truly,

WeirFoulds LLP

A handwritten signature in blue ink, appearing to be 'Wojtek Jaskiewicz', with a long horizontal stroke extending to the right.

Wojtek Jaskiewicz
Partner
WJ/aj

September 25, 2026

VIA EMAIL dullmann@blaney.com

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

Dear Mr. Ullmann:

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

We write further to our letter of today's date regarding transfers made from 2808908 Ontario inc. to Hansalex Corp. In addition to the information requested in the aforementioned letter, for any transactions involving any of the funds transferred in, or out, of the accounts between 280 and Hansalex, please provide back-up or source documents for the transactions and advise as to the source of the funds.

Yours truly,

WeirFoulds LLP



Wojtek Jaskiewicz
Partner
WJ/aj

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

File 25084.00002

Schedule B

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

October 15, 2026

SENT BY EMAIL TO wjaskiewicz@weirfoulds.com

Mr. Wojtek Jaskiewicz
WeirFoulds LLP
T.D. Bank Tower
66 Wellington Street West
Suite 4100
Toronto, ON, M5K 1B7

Dear Mr. Jaskiewicz,

Re: UBC Solutions Incorporated v 1980 Brimley Limited Partnership, et al

As you are aware, we have been retained by Hansalex Corp. (“**Hansalex**”) to provide further information demonstrating that the Receiver’s motion seeking payment of \$24,941,549 from Hansalex as a fraudulent conveyance should be dismissed with costs.

We are in receipt of your letters dated September 25, 2026, seeking additional information regarding the Hansalex transfers. Respectfully, your letters ask questions that are overly broad, beyond the scope of the Receiver’s mandate and unnecessary to answer the question at issue.

The question asserted by the Receiver on its motion is whether Hansalex is obliged to repay \$24,941,549 to 2808908 Ontario Inc. (“**280**”), the general partner of 1680 Brimley LP (“**Brimley LP**”), as a fraudulent conveyance. For reference, we attach Appendix “M” (**Tab 1**) to your client’s First Report, upon which the Receiver relied. We provide additional information below in response to your inquiries on that basis. That information further demonstrates that the Receiver’s allegations are without foundation.

With respect to the transactions that occurred prior to the circular transactions of September 4 and 5, 2025 (the “**Circular Transactions**”), discussed further below, we note the following. The period from October 2023 forward corresponds with the period during which UBC Solutions Incorporated (“**UBC**”) advanced funds. We again provide Exhibit “L” to Mr. Jain’s affidavit sworn July 17, 2026 (**Tab 2**), which sets out a chart explaining the use of the funds advanced by UBC. It shows that, on a net basis, the related parties in the Atria Group were net contributors to 280, ending the relevant period with a debt owing to them in excess of \$6,400,000. Accordingly, as a starting point, there were essentially no UBC funds that could have been conveyed after February 2024.

As with its analysis of the Circular Transactions, the Receiver has reviewed only outbound funds from 280. In response to your inquiries (although we believe this information was already in the Receiver's possession), we provide the relevant excerpt of 280's General Ledger (**Tab 3**), which shows that, in the aggregate over many ordinary course intercompany transactions, \$5.05 million was injected into Brimley LP by Hansalex during the relevant period. In addition to the amounts in the General Ledger, we are advised that, with UBC's knowledge, Hansalex paid two interest payments to KingSett (totalling approximately \$900,000) and site application fees (approximately \$968,000) while it awaited funding from UBC, which was delayed, representing an aggregate of approximately \$1.87 million, which Brimley LP subsequently repaid.¹ These payments therefore gave rise to an offsetting obligation owing from 280 to Hansalex.

In addition, although this should also have been known to your client before it brought its motion, Hansalex provided consulting services in connection with the 280 project. We attach a copy of Appendix M annotated by the controller of Hansalex, which identifies each transaction that was in fact an invoice payment rather than a loan repayment. Those transactions total \$2,545,511.52 (**Tab 4**).

For your information, we also include two sample invoices (**Tab 5**) in respect of these consulting services: one from the beginning of the list of transactions on Appendix M and one from December 2023. The remaining invoices were of the same kind. Had your client reviewed this with UBC before making its allegations, we believe it would have learned that UBC was aware of this service relationship between Hansalex and 280. Further, we are advised that UBC specifically reviewed these and other invoices to familiarize itself with these services before making its final loan advance to the project in February 2024.

Therefore, most, if not all, of the funds exchanged prior to the Circular Transactions were repayments of intercompany loans, payments for services rendered, or payments approved by UBC. These transactions did not reduce the assets of 280, and there is no basis to order their reversal.

With respect to your questions regarding the Circular Transactions, we refer you to Exhibit "K" to Mr. Jain's affidavit sworn July 17, 2026 (**Tab 6**), which is the account statement of 2808908 Ontario Inc. for September 2025. That statement shows repeated deposits and withdrawals, generally in the amount of \$500,000. To assist your understanding of these transactions, we are now able to provide the parallel Hansalex bank statement for the same period, showing the corresponding movement of funds (the "**Hansalex Statement**"). We trust you will agree that a review of these documents makes

1

Notes

1. The initial transfer includes repayment of \$968,000 of Site Application Fees paid by 1680 Brimley, originally funded by Hansalex Corp. It also includes repayment of interest to KingSett covered by Hansalex Corp. on account of the delay in closing by UBC, in the amount of \$447,726.00 for August 1 and \$451,835.62 for September 1.

Site Application Fees repaid	968,000.00
KingSett interest – August 1	447,726.00
KingSett interest – September 1	451,835.62
Total of items noted	1,867,561.62

it evident that funds received from 280 were debited out of Hansalex and returned to 280, and then debited back to Hansalex.

The balance of the Hansalex account before the Circular Transactions was \$4,200.59. On September 4, 2025, Hansalex received monies totalling \$496,000 from other members of the Atria Group as part of their broader tax and intercompany planning which, together with the existing balance of approximately \$4,200, made up the \$500,000 that moved in a circular fashion. For reasons that are unclear, the Receiver's Appendix M lists the transactions in the reverse order from Exhibit K and the Hansalex Statement. For example, the first transaction listed on Appendix M for September 4 is a transaction in the amount of \$179,000, which is the last transaction between Hansalex and 280 listed on Exhibit K and the Hansalex Statement for that date. The transactions are nonetheless the same.

Over the course of those two days, funds were deposited and withdrawn in a series of transactions. Each withdrawal was followed by a redeposit, and this cycle continued for the balance of the day. At the end of September 4, 2025, there is a series of transfers out of the Hansalex account. We are advised that these are the same monies, being returned to the Atria Group, that were deposited at the beginning of the day. The next day, September 5, 2025, the money followed a similar pattern: it was redeposited into Hansalex in the same manner as on September 4, 2025, and then cycled again through 280.

The Hansalex Statement shows the same inbound deposits from 280. As the account number columns show, the money moves from 280 (being Brimley LP) to Hansalex and then to another related account. The account numbers for the outbound transfers from the Hansalex account correspond with the account numbers for the inbound transfers into 280, indicating that the same \$500,000 was moving in and out of these accounts. We are advised that the Atria Group is not prepared to provide further details of its private internal accounting and tax planning at this time; however, that information is not required to answer the question on the motion concerning the money received by Hansalex. The bank statements are sufficient to show that: (1) Hansalex had only a minimal account balance prior to the Circular Transactions; and (2) the same \$500,000 moved in a circular fashion between Hansalex and 280. At no point was the balance in Hansalex's account more than marginally greater than \$500,000, and there was no reduction in the funds of 280 other than funds that had flowed from Hansalex.

We can also advise that on September 5, 2025, and at other times in September 2025, Hansalex and the Atria Group engaged in a series of similar transactions amongst themselves. We reproduce one representative, redacted pages from the Hansalex account for September 8, 2025 (**Tab 7**), the transactions on which have nothing to do with these receivership proceedings. We produce this page only to demonstrate that the transactions between 280 and Hansalex were similar to other transactions that took place in September 2025 among these related parties for their own purposes.

There is no evidence that any money was taken from 280 to the detriment of its creditors. There was no fraudulent conveyance. If the Receiver wishes to investigate the Atria Group further, it will have to bring a motion demonstrating why it is entitled to do so. In that event, we expect those other entities would retain their own counsel to respond, although we continue to see no basis for any such investigation.

Respectfully, the parallel Hansalex bank statement and the annotated Appendix M make it clear that the transactions that drew the Receiver's attention are of no consequence to the receivership, did not cause any deprivation, and provided no basis for the Receiver's motion. Had the Receiver written to Blaney McMurtry LLP on June 5, 2026 seeking these answers instead of writing to Mr. Jain, or asked us at any time before bringing its motion (which, as you acknowledged in court on September 18, 2026, your client brought on a speculative basis), the motion could have been avoided. Indeed, when you indicated in your Aide Memoire that you intended to pursue this issue, I advised you that it was without substance, yet your client persisted in making this allegation public through its motion. I also offered to settle the motion before it was heard, and your client rejected that offer.

In the circumstances, we ask that the Receiver advise the Court on October 19, 2026 that it consents to the dismissal of its motion. We will provide our bill of costs on or before that date.

Yours truly,

Blaney McMurtry LLP



David T. Ullmann
DTU/BB/ab

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Enclosures

TAB 1

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
Total			24,941,549.49

TAB 2

This is Exhibit “L” referred to in the Affidavit of Hans Jain of the City of Toronto, in the Province of Ontario, this 17th day of July 2026 in accordance with *O. Reg. 431/20, Administering or Declaration Remotely*

nadavamar

Commissioner for Taking Affidavits (or as may be)

NADAV AMAR (LSO # 90638W)

Appendix A – Without Prejudice

USE OF SEVENTY MILLION (\$70,000,000) LOAN ADVANCE - 1680 BRIMLEY RD TORONTO PROJECT FROM OCTOBER 1, 2023 TO MARCH 31, 2025

Loan Advance - Tranche 1	10/3/2023	\$ 65,000,000.00	Credit Agreement with UBC
Less: KingSett First Mortgage Discharge	10/3/2023	(50,470,099.35)	Per Payout Statement
Less: Credit Fees	10/3/2023	(910,000.00)	Per Statement of Advance
Less: Title Insurance	10/3/2023	(26,654.40)	Per Statement of Advance
Less: Interest Reserve (6 months) Blocked Account	10/3/2023	(2,600,000.00)	Per Credit Agreement
Less: Holdback	10/3/2023	(122,927.00)	Soft Cost Holdback
Closing Cost - Lenders & Borrowers Legals	10/3/2023	(169,245.52)	Bennet & Bogart Legals for closing
Proceeds from First Tranche		10,701,073.73	

Loan Advance - Tranche 2	2/15/2024	5,000,000.00	Credit Agreement with UBC
Less: BLG LLP	2/15/2024	(20,725.63)	Per Statement of Advance
Less: Blocked Account	2/15/2024	(446,632.00)	Per Statement of Advance
Less: Lender Fees on Adv	2/15/2024	(50,000.00)	Per Statement of Advance
Less: Title Insurance	2/15/2024	(3,535.00)	Per Statement of Advance

Net Proceeds from Tranche 1 & Tranche 2	\$ 15,180,181.10	Funds Available
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Less Payments:

Geothermal	(4,854,070.27)	Exhibit 01
Excavation & Shoring	(2,900,786.00)	Exhibit 02
Interest & Fees paid to UBC (Mar 1, 2024 to May 31, 2024)	(516,666.66)	Exhibit 03
Building Permit & Municipal Fees	(968,330.02)	Exhibit 04
Site Super & Disbursements	(390,628.33)	Exhibit 05
Temp Service Connection	(259,061.00)	Exhibit 06
Remaining Division 1 Costs	(452,154.48)	Exhibit 07
Architects	(432,196.50)	Exhibit 08
Design Consultants (Remainder)	(732,106.99)	Exhibit 09
Insurance	(716,650.78)	Exhibit 10
Construction Management Fees	(1,983,333.38)	Exhibit 11
Development Management Fees	(1,625,000.00)	Exhibit 12
Remaining Division Costs	(118,700.95)	Exhibit 13
Marketing Expense & Bank Fees	(90,946.37)	Exhibit 14
Legal & Admin	(105,219.75)	Exhibit 15

Funding Shortfall / (Equity Injected by Atria)	\$ (965,670.38)	a
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Equity from Atria in Brimley (unpaid to date)

Development Management Fee	Unpaid	(425,000.01)	Nov 2024 to January 2025 \$141,666.67 per month
Construction Management Fee	Unpaid	(625,000.00)	Nov 2024 to March 2025 \$125,000.00 per month
Site Labor	Estimated	(140,670.35)	Billing Pending to be recorded in Brimley
Project Manager	Estimated	(683,279.82)	Jan 2023 to March 2025
Assistant Site Super	Estimated	(126,533.30)	June 2024 to March 2025
Estimator	Estimated	(187,500.00)	Jan 2024 to Mar 2025
Legal & Accounting	Estimated	(300,000.00)	From Jan 2024 to March 2025

Equity from Atria in Brimley (unpaid to date)	(2,487,983.48)	b
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UBC agreed to the following reimbursements to Atria from Tranche 1 Proceeds:

6 Months Interest paid to KingSett Capital @ 8% from Apr 2023 to Sep 2023	(2,000,000.00)	On account of delay in funding by UBC.
Building Permit Fee - Paid in December 2022 by Atria	(968,330.00)	

Additional Equity owed to Atria	(2,968,330.00)	c
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Total Equity Injected (approximate) by Atria (a+b+c)	\$ (6,421,983.86)
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TAB 3

1680 Brimley Limited Partnership
Account QuickReport
As of August 31, 2025

	Type	Date	Num	Name	Memo	Split	Amount	Balance
30001 · DUE TO RELATED PARTIES								-10,868,996.85
30050 · DUE TO HANSALEX CORP.								-10,868,996.85
	Cheque	10-04-2023	Direct	HANSALEX CORP.	Intercompany Loan	10010 · TD BANK-02412-5276474	-2,065,000.00	-12,933,996.85
	Deposit	10-12-2023	Direct	HANSALEX CORP.	Intercompany Loan	10010 · TD BANK-02412-5276474	50,000.00	-12,883,996.85
	Cheque	10-13-2023	Direct	HANSALEX CORP.	Intercompany Loan	10010 · TD BANK-02412-5276474	-180,000.00	-13,063,996.85
	Cheque	10-24-2023	Direct	HANSALEX CORP.	Intercompany Loan	10010 · TD BANK-02412-5276474	-165,000.00	-13,228,996.85
	Cheque	11-03-2023		HANSALEX CORP.	Intercompany loan	10010 · TD BANK-02412-5276474	-467,000.00	-13,695,996.85
	Cheque	11-07-2023		HANSALEX CORP.	Intercompany loan	10010 · TD BANK-02412-5276474	-200,000.00	-13,895,996.85
	Cheque	11-10-2023		HANSALEX CORP.	Intercompany loan	10010 · TD BANK-02412-5276474	-100,000.00	-13,995,996.85
	Deposit	11-14-2023	Direct	HANSALEX CORP.	Intercompany Loan	10010 · TD BANK-02412-5276474	340,000.00	-13,655,996.85
	Cheque	11-16-2023		HANSALEX CORP.	Intercompany loan	10010 · TD BANK-02412-5276474	-20,000.00	-13,675,996.85
	Cheque	12-01-2023	Direct	HANSALEX CORP.	Intercompany loan	10010 · TD BANK-02412-5276474	-325,000.00	-14,000,996.85
	General Journal	12-01-2023	53R	AMEX Master Card	Credit card payable	20000 · ACCOUNTS PAYABLE	-1,045.24	-14,002,042.09
	Cheque	12-05-2023	Direct	HANSALEX CORP.	Intercompany loan	10010 · TD BANK-02412-5276474	-770,000.00	-14,772,042.09
	Cheque	12-12-2023	Direct	HANSALEX CORP.	Intercompany loan	10010 · TD BANK-02412-5276474	-10,000.00	-14,782,042.09
	Cheque	12-19-2023	Direct	HANSALEX CORP.	Intercompany loan	10010 · TD BANK-02412-5276474	-400,000.00	-15,182,042.09
	Cheque	12-27-2023	Direct	HANSALEX CORP.	Intercompany loan	10010 · TD BANK-02412-5276474	-50,000.00	-15,232,042.09
	Cheque	12-27-2023	Direct	HANSALEX CORP.	Intercompany loan	10010 · TD BANK-02412-5276474	-60,000.00	-15,292,042.09
	Cheque	01-03-2024	Direct	HANSALEX CORP.	Intercompany loan	10010 · TD BANK-02412-5276474	-490,000.00	-15,782,042.09
	Cheque	01-10-2024	Direct	HANSALEX CORP.	Intercompany loan	10010 · TD BANK-02412-5276474	-285,000.00	-16,067,042.09
	Cheque	01-18-2024	Direct	HANSALEX CORP.	Intercompany loan	10010 · TD BANK-02412-5276474	-160,000.00	-16,227,042.09
	Deposit	01-25-2024	Direct	HANSALEX CORP.	Intercompany loan	10010 · TD BANK-02412-5276474	800,000.00	-15,427,042.09
	Bill	02-06-2024	INV0143786	Reprodux Limited	BW Plotting Plans 1 set -line	20000 · ACCOUNTS PAYABLE	-27.00	-15,427,069.09
	Deposit	02-13-2024	Direct	HANSALEX CORP.	Intercompany loan	10010 · TD BANK-02412-5276474	12,000.00	-15,415,069.09
	Deposit	02-15-2024	Direct	HANSALEX CORP.	Intercompany loan	10010 · TD BANK-02412-5276474	6,000.00	-15,409,069.09
	Cheque	02-22-2024	Direct	HANSALEX CORP.	Intercompany loan	10010 · TD BANK-02412-5276474	-200,000.00	-15,609,069.09
	Cheque	02-23-2024	Direct	HANSALEX CORP.	Intercompany loan	10010 · TD BANK-02412-5276474	-481,000.00	-16,090,069.09
	Cheque	02-27-2024	Direct	HANSALEX CORP.	Intercompany loan	10010 · TD BANK-02412-5276474	-420,000.00	-16,510,069.09
	Cheque	03-01-2024	Direct	HANSALEX CORP.	Intercompany loan	10010 · TD BANK-02412-5276474	-450,000.00	-16,960,069.09
	Cheque	03-05-2024	Direct	HANSALEX CORP.	Intercompany loan	10010 · TD BANK-02412-5276474	-467,000.00	-17,427,069.09
	Cheque	05-31-2024	Direct	HANSALEX CORP.	Intercompany loan	10010 · TD BANK-02412-5276474	-12,000.00	-17,439,069.09
	Deposit	06-11-2024		HANSALEX CORP.		10010 · TD BANK-02412-5276474	339,000.00	-17,100,069.09
	Bill	06-14-2024	7000462962	KPMG LAW LLP	For professional services rendered in connection wi	20000 · ACCOUNTS PAYABLE	-4,401.18	-17,104,470.27
	Deposit	06-19-2024		HANSALEX CORP.		10010 · TD BANK-02412-5276474	25,000.00	-17,079,470.27

1680 Brimley Limited Partnership
Account QuickReport
As of August 31, 2025

Type	Date	Num	Name	Memo	Split	Amount	Balance
Deposit	06-21-2024		HANSALEX CORP.		10010 · TD BANK-02412-5276474	10,000.00	-17,069,470.27
Deposit	06-26-2024		HANSALEX CORP.		10010 · TD BANK-02412-5276474	55,000.00	-17,014,470.27
Deposit	06-28-2024		HANSALEX CORP.	Intercompany Loan	10010 · TD BANK-02412-5276474	800,000.00	-16,214,470.27
Deposit	07-03-2024	Direct	HANSALEX CORP.	Intercompany loan	10010 · TD BANK-02412-5276474	3,000.00	-16,211,470.27
Deposit	07-16-2024	Direct	HANSALEX CORP.	Intercompany loan	10010 · TD BANK-02412-5276474	1,000.00	-16,210,470.27
Deposit	07-23-2024	Direct	HANSALEX CORP.	Intercompany loan	10010 · TD BANK-02412-5276474	25,000.00	-16,185,470.27
Cheque	07-24-2024	Direct	HANSALEX CORP.	Intercompany loan	10010 · TD BANK-02412-5276474	-25,000.00	-16,210,470.27
Cheque	07-30-2024	Direct	HANSALEX CORP.	Intercompany loan	10010 · TD BANK-02412-5276474	-3,000.00	-16,213,470.27
Deposit	07-31-2024	Direct	HANSALEX CORP.	Intercompany Loan	10010 · TD BANK-02412-5276474	2,100,000.00	-14,113,470.27
Deposit	08-02-2024	Direct	HANSALEX CORP.	Intercompany loan	10010 · TD BANK-02412-5276474	15,000.00	-14,098,470.27
Deposit	08-06-2024	Direct	HANSALEX CORP.	Intercompany loan	10010 · TD BANK-02412-5276474	35,000.00	-14,063,470.27
Deposit	08-07-2024	Direct	HANSALEX CORP.	Intercompany Loan	10010 · TD BANK-02412-5276474	215,000.00	-13,848,470.27
Deposit	08-12-2024	Direct	HANSALEX CORP.	Intercompany loan	10010 · TD BANK-02412-5276474	30,000.00	-13,818,470.27
Deposit	08-12-2024	Direct	HANSALEX CORP.	Intercompany loan	10010 · TD BANK-02412-5276474	35,000.00	-13,783,470.27
Deposit	09-27-2024		HANSALEX CORP.	LOAN	10010 · TD BANK-02412-5276474	100,000.00	-13,683,470.27
Cheque	10-25-2024	Direct	HANSALEX CORP.	Hansalex Transfer	10010 · TD BANK-02412-5276474	-50,000.00	-13,733,470.27
Deposit	11-01-2024	Direct	HANSALEX CORP.	Intercompany Loan	10010 · TD BANK-02412-5276474	50,000.00	-13,683,470.27
Deposit	11-12-2024	Direct	HANSALEX CORP.	Intercompany loan	10010 · TD BANK-02412-5276474	16,000.00	-13,667,470.27
Deposit	11-18-2024	Direct	HANSALEX CORP.	Intercompany Loan	10010 · TD BANK-02412-5276474	68,000.00	-13,599,470.27
Deposit	11-22-2024	Direct	HANSALEX CORP.	Intercompany Loan	10010 · TD BANK-02412-5276474	20,000.00	-13,579,470.27
Deposit	11-26-2024	Direct	HANSALEX CORP.	Intercompany Loan	10010 · TD BANK-02412-5276474	14,000.00	-13,565,470.27
Deposit	11-28-2024	Direct	HANSALEX CORP.	Intercompany Loan	10010 · TD BANK-02412-5276474	7,000.00	-13,558,470.27
Cheque	12-03-2024		HANSALEX CORP	Deposit	10000 · RBC BANK - 00192 - 109-272-5	-250,000.00	-13,808,470.27
Deposit	12-03-2024	eft	HANSALEX CORP	Loan	10000 · RBC BANK - 00192 - 109-272-5	250,000.00	-13,558,470.27
Deposit	12-04-2024	Direct	HANSALEX CORP.	Intercompany Transfer	10010 · TD BANK-02412-5276474	1,000.00	-13,557,470.27
Deposit	12-09-2024	Direct	HANSALEX CORP.	Intercompany Transfer	10010 · TD BANK-02412-5276474	60,000.00	-13,497,470.27
Deposit	12-17-2024	Direct	HANSALEX CORP.	Intercompany Transfer	10010 · TD BANK-02412-5276474	68,000.00	-13,429,470.27
Deposit	12-24-2024	Direct	HANSALEX CORP.	Intercompany Transfer	10010 · TD BANK-02412-5276474	1,000.00	-13,428,470.27
Cheque	02-04-2025	Direct	HANSALEX CORP.	Intercompany Loan	10015 · TD BANK -0241-5294219	-3,000.00	-13,431,470.27
Deposit	02-06-2025	Direct	HANSALEX CORP.	Intercompany Loan	10015 · TD BANK -0241-5294219	2,000.00	-13,429,470.27
Deposit	02-07-2025	Direct	HANSALEX CORP.	Intercompany Loan	10015 · TD BANK -0241-5294219	5,000.00	-13,424,470.27
Deposit	02-10-2025	Direct	HANSALEX CORP.	Intercompany Loan	10015 · TD BANK -0241-5294219	2,000.00	-13,422,470.27
Deposit	02-12-2025	Direct	HANSALEX CORP.	Intercompany Loan	10015 · TD BANK -0241-5294219	3,000.00	-13,419,470.27
Deposit	02-19-2025	Direct	HANSALEX CORP.	Intercompany Loan	10015 · TD BANK -0241-5294219	69,000.00	-13,350,470.27

1680 Brimley Limited Partnership
Account QuickReport
As of August 31, 2025

Type	Date	Num	Name	Memo	Split	Amount	Balance
Deposit	02-19-2025	Direct	HANSALEX CORP.	Intercompany Loan	10015 · TD BANK -0241-5294219	33,000.00	-13,317,470.27
Cheque	02-21-2025	Direct	HANSALEX CORP.	Intercompany Loan	10015 · TD BANK -0241-5294219	0.00	-13,317,470.27
Deposit	02-21-2025	Direct	HANSALEX CORP.	Intercompany Loan	10015 · TD BANK -0241-5294219	13,500.00	-13,303,970.27
Cheque	02-21-2025	Direct	HANSALEX CORP.	Intercompany Loan	10015 · TD BANK -0241-5294219	-1,500.00	-13,305,470.27
Cheque	02-24-2025	Direct	HANSALEX CORP.	Intercompany Loan	10015 · TD BANK -0241-5294219	-1,000.00	-13,306,470.27
Cheque	02-24-2025	Direct	HANSALEX CORP.	Intercompany Loan	10015 · TD BANK -0241-5294219	0.00	-13,306,470.27
Deposit	02-26-2025	Direct	HANSALEX CORP.	Intercompany Loan	10015 · TD BANK -0241-5294219	20,200.00	-13,286,270.27
Deposit	02-28-2025	Direct	HANSALEX CORP.	Intercompany Loan	10015 · TD BANK -0241-5294219	200.00	-13,286,070.27
Deposit	02-28-2025	Direct	HANSALEX CORP.	Intercompany Loan	10015 · TD BANK -0241-5294219	3,000.00	-13,283,070.27
Deposit	03-05-2025	Direct	HANSALEX CORP.	Inter Company	10015 · TD BANK -0241-5294219	24,000.00	-13,259,070.27
Deposit	03-07-2025	Direct	HANSALEX CORP.	Inter Company	10015 · TD BANK -0241-5294219	69,000.00	-13,190,070.27
General Journal	03-31-2025	Reclass		LOAN REPAYED AND ASSIGNED TO HANSALEX CORP	30077 · DUE TO BRIMLEY PROGRESS DEV INC	-2,736,497.50	-15,926,567.77
Deposit	04-02-2025	Direct	HANSALEX CORP.	Intercompany Loan	10015 · TD BANK -0241-5294219	1,000.00	-15,925,567.77
Deposit	04-03-2025	Direct	HANSALEX CORP.	Intercompany Loan	10015 · TD BANK -0241-5294219	200.00	-15,925,367.77
Deposit	04-08-2025	Direct	HANSALEX CORP.	Intercompany Loan	10015 · TD BANK -0241-5294219	6,000.00	-15,919,367.77
Cheque	04-10-2025	Direct	HANSALEX CORP.	Intercompany Loan	10015 · TD BANK -0241-5294219	-4,638.22	-15,924,005.99
Deposit	04-24-2025	Direct	HANSALEX CORP.	Intercompany Loan	10015 · TD BANK -0241-5294219	3,500.00	-15,920,505.99
General Journal	05-12-2025	95	WSP CANADA INC.	Piad Inv # 20185065 by Hansalex	20000 · ACCOUNTS PAYABLE	1,099.85	-15,919,406.14
General Journal	05-12-2025	95	WSP CANADA INC.	Piad Inv # 20171703 by Hansalex	20000 · ACCOUNTS PAYABLE	846.04	-15,918,560.10
Total 30050 · DUE TO HANSALEX CORP.						-5,049,563.25	-15,918,560.10
Total 30001 · DUE TO RELATED PARTIES						-5,049,563.25	-15,918,560.10
TOTAL						-5,049,563.25	-15,918,560.10

TAB 4

No.	Account Number	Date	Info/Memo	Amount	Atria Comments on transfer	Invoice Number
1	XXX6474 0241	2023-10-03	WU470 TO 1246 5011530	269,666.67	Invoice Paid to Hansalex Corp.	042671
2	XXX6474 0241	2023-10-04	HI573 TO 1246 5011530	2,065,000.00	Intercompany Loan	
3	XXX6474 0241	2023-10-10	WR522 TO 1246 5011530	150,000.00	Invoice Paid to Hansalex Corp.	042671 & 042702
4	XXX6474 0241	2023-10-11	HI393 TO 1246 5011530	100,000.00	Invoice Paid to Hansalex Corp.	MAR 2024
5	XXX6474 0241	2023-12-19	WI304 TO 1246 5011530	400,000.00	Intercompany Loan	
6	XXX6474 0241	2023-12-22	JU334 TO 1246 5011530	30,000.00	Invoice Paid to Hansalex Corp.	MAY 2024
7	XXX6474 0241	2023-12-22	JI154 TO 1246 5011530	75,000.00	Invoice Paid to Hansalex Corp.	033132-DEC2023
8	XXX6474 0241	2023-12-22	JH424 TO 1246 5011530	55,000.00	Invoice Paid to Hansalex Corp.	033132-DEC2023
9	XXX6474 0241	2023-12-27	HO313 TO 1246 5011530	50,000.00	Intercompany Loan	
10	XXX6474 0241	2023-12-27	HI133 TO 1246 5011530	60,000.00	Intercompany Loan	
11	XXX6474 0241	2024-01-18	IH071 TO 1246 5011530	160,000.00	Intercompany Loan	
12	XXX6474 0241	2024-01-23	WH120 TO 1246 5011530	35,000.00	Invoice Paid to Hansalex Corp.	033137-JAN 2024
13	XXX6474 0241	2024-02-01	IW404 TO 1246 5011530	125,000.00	Invoice Paid to Hansalex Corp.	033130, 033131, 033137, 033138, 033139
14	XXX6474 0241	2024-02-20	WH332 246 5011530	151,000.00	Invoice Paid to Hansalex Corp.	033124, 033132 & FEB 2024
15	XXX6474 0241	2024-02-22	IU441 TO 1246 5011530	200,000.00	Intercompany Loan	
16	XXX6474 0241	2024-02-22	IR451 TO 1246 5011530	15,344.85	Invoice Paid to Hansalex Corp.	1001
17	XXX6474 0241	2024-02-23	JQ473 TO 1246 5011530	481,000.00	Intercompany Loan	
18	XXX6474 0241	2024-02-27	WU302 TO 1246 5011530	420,000.00	Intercompany Loan	
19	XXX6474 0241	2024-02-29	JT443 TO 1246 5011530	450,000.00	Intercompany Loan	
20	XXX6474 0241	2024-03-05	WR401 TO 1246 5011530	467,000.00	Intercompany Loan	
21	XXX6474 0241	2024-03-12	WI401 TO 1246 5011530	260,000.00	Invoice Paid to Hansalex Corp.	May-2024 & Jun 2024
22	XXX6474 0241	2024-03-22	JT323 TO 1246 5011530	251,500.00	Invoice Paid to Hansalex Corp.	Jul-2024 & Aug 2024
23	XXX6474 0241	2024-03-26	WT270 TO 1246 5011530	200,000.00	Invoice Paid to Hansalex Corp.	Aug 2024
24	XXX6474 0241	2024-03-28	RX095 TO 1246 5011530	338,000.00	Invoice Paid to Hansalex Corp.	Jun 2024 & Jul 2024
25	XXX6474 0241	2024-05-07	WQ332 TO 1246 5011530	40,000.00	Invoice Paid to Hansalex Corp.	Aug 2024 & Sep 2024
26	XXX6474 0241	2024-06-03	RT592 TO 1246 5011530	50,000.00	Invoice Paid to Hansalex Corp.	Sep 2024 & Nov 2024
27	XXX6474 0241	2024-06-04	VW305 T 1246 5011530	180,000.00	Invoice Paid to Hansalex Corp.	Nov 2024
28	XXX6474 0241	2024-07-24	HQ434 TO 14246 5011530	25,000.00	Intercompany Loan	
29	XXX6474 0241	2024-07-26	JU104 TO 1246 5011530	45,000.00	Invoice Paid to Hansalex Corp.	Nov 2024 & Dec 2024
30	XXX6474 0241	2024-07-30	WI371 TO 1246 5011530	115,000.00	Invoice Paid to Hansalex Corp.	Dec 2024
31	XXX6474 0241	2024-10-25	JQ494 To1246 5011530	60,000.00	Invoice Paid to Hansalex Corp.	Sep 2024 & Dec 2024
32	XXX6474 0241	2024-10-25	JQ402 To1246 5011530	50,000.00	Intercompany Loan	
33	XXX6474 0241	2024-11-01	JH102 Fr1246 5011530	50,000.00	Intercompany Loan	
34	XXX4219 0241	2025-05-12	RQ553 To1246 5011530	1,900,000.00	Intercompany Loan	
Total				\$ 9,323,511.52		
Intercompany Loan				6,778,000.00		
Invoice Paid to Hansalex Corp.				2,545,511.52		
				\$ 9,323,511.52		

TAB 5

Hansalex Corp

276 Carlaw Ave Unit 301
Toronto, ON M4M3L1

Invoice

Date	Invoice #
3/31/2022	042671

Invoice To
1680 Brimley LP 5000 Yonge St, Suite 1706 Toronto, ON M2N 7E9

P.O. No.	Terms	Project

Qty	Description	Rate	Amount
12	DEVELOPMENT MANAGEMENT FEE \$30,000 per month for 2021	30,000.00	360,000.00

Sales Tax Summary

HST (ON)@13.0%	46,800.00
Total Tax	46,800.00

Total	\$406,800.00
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GST/HST No. 861198810

Web Site

Hansalex Corp

276 Carlaw Ave Unit 301
Toronto, ON M4M3L1

Invoice

Date	Invoice #
12/22/2023	033132

Invoice To
1680 Brimley LP 5000 Yonge St, Suite 1706 Toronto, ON M2N 7E9

P.O. No.	Terms	Project

Qty	Description	Rate	Amount
1	DEVELOPMENT MANAGEMENT FEE Dec 2023	125,000.00	125,000.00

Sales Tax Summary	
HST (ON)@13.0%	16,250.00
Total Tax	16,250.00

	Total	\$141,250.00
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GST/HST No. 861198810

Web Site

TAB 6

This is Exhibit “K” referred to in the Affidavit of Hans Jain of the City of Toronto, in the Province of Ontario, this 17th day of July 2026 in accordance with *O. Reg. 431/20, Administering or Declaration Remotely*

nadavamar

Commissioner for Taking Affidavits (or as may be)

NADAV AMAR (LSO # 90638W)



North York Commercial Banking Centre
 1470 Don Mills Road, 3rd. Floor
 Toronto, Ontario
 M3B 2X9
 Telephone No.: 416-484-3927
 Fax No.: 416-445-6874

September 24th, 2025

2808908 ONTARIO INC.
 5000 YONGE ST SUITE 1706
 NORTH YORK, ON
 M2N 7E9

Please find the enclosed account statement from September 2025.

CURRENT ACCOUNT – 52XXX19 0241

DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
09/04/2025	IX414 To1246 5011530	400.00 DR	
09/04/2025	IX520 Fr1246 5011530	25.00 CR	
09/04/2025	IX535 To0241 5293425	25.00 DR	
09/04/2025	IY290 Fr0241 5293425	25.00 CR	
09/04/2025	IY301 To1246 5011530	25.00 DR	
09/04/2025	IY372 Fr0241 5293425	500,000.00 CR	
09/04/2025	IY372 To1246 5011530	500,000.00 DR	
09/04/2025	IY465 Fr0241 5271898	270,000.00 CR	
09/04/2025	IY465 To1246 5011530	270,000.00 DR	
09/04/2025	IY465 Fr0241 5272487	90,000.00 CR	
09/04/2025	IY465 To1246 5011530	90,000.00 DR	
09/04/2025	IY501 Fr0241 5269095	500,000.00 CR	
09/04/2025	IY501 To1246 5011530	500,000.00 DR	
09/04/2025	IY501 Fr0241 5269095	500,000.00 CR	
09/04/2025	IY501 To1246 5011530	500,000.00 DR	
09/04/2025	IY501 Fr0241 5269095	500,000.00 CR	

09/04/2025	IY501 To1246 5011530	500,000.00 DR	
09/04/2025	IY501 Fr0241 5269095	500,000.00 CR	
09/04/2025	IY501 To1246 5011530	500,000.00 DR	
09/04/2025	IY501 Fr0241 5269095	500,000.00 CR	
09/04/2025	IY501 To1246 5011530	500,000.00 DR	
09/04/2025	IZ051 Fr0241 5269095	500,000.00 CR	
09/04/2025	IZ051 To1246 5011530	500,000.00 DR	
09/04/2025	IZ051 Fr0241 5269095	500,000.00 CR	
09/04/2025	IZ051 To1246 5011530	500,000.00 DR	
09/04/2025	IZ052 Fr0241 5269095	500,000.00 CR	
09/04/2025	IZ052 To1246 5011530	500,000.00 DR	
09/04/2025	IZ052 Fr0241 5269095	500,000.00 CR	
09/04/2025	IZ052 To1246 5011530	500,000.00 DR	
09/04/2025	IZ052 Fr0241 5269095	500,000.00 CR	
09/04/2025	IZ052 To1246 5011530	500,000.00 DR	
09/04/2025	IZ052 Fr0241 5269095	500,000.00 CR	
09/04/2025	IZ052 To1246 5011530	500,000.00 DR	
09/04/2025	IZ000 Fr0241 5269095	303,024.45 CR	
09/04/2025	IZ000 To1246 5011530	303,024.45 DR	
09/04/2025	IZ000 Fr0241 5272487	179,049.00 CR	
09/04/2025	IZ000 To1246 5011530	179,049.00 DR	
09/04/2025	IZ161 Fr0241 5294219	400.00 CR	424.60
09/05/2025	JX014 To1246 5011530	400.00 DR	
09/05/2025	JX032 Fr1246 5011530	25.00 CR	
09/05/2025	JX041 To1246 5011530	25.00 DR	
09/05/2025	JX205 Fr0241 5269125	500,000.00 CR	
09/05/2025	JX205 To1246 5011530	500,000.00 DR	
09/05/2025	JX205 Fr0241 5269125	500,000.00 CR	

09/05/2025	JX205	To1246	5011530		500,000.00	DR
09/05/2025	JX205	Fr0241	5269125		500,000.00	CR
09/05/2025	JX205	To1246	5011530		500,000.00	DR
09/05/2025	JX205	Fr0241	5269125		500,000.00	CR
09/05/2025	JX205	To1246	5011530		500,000.00	DR
09/05/2025	JX205	Fr0241	5269125		500,000.00	CR
09/05/2025	JX205	To1246	5011530		500,000.00	DR
09/05/2025	JX205	Fr0241	5269125		500,000.00	CR
09/05/2025	JX205	To1246	5011530		500,000.00	DR
09/05/2025	JX205	Fr0241	5269125		500,000.00	CR
09/05/2025	JX205	To1246	5011530		500,000.00	DR
09/05/2025	JX205	Fr0241	5269125		500,000.00	CR
09/05/2025	JX205	To1246	5011530		500,000.00	DR
09/05/2025	JX205	Fr0241	5269125		500,000.00	CR
09/05/2025	JX205	To1246	5011530		500,000.00	DR
09/05/2025	JX205	Fr0241	5269125		500,000.00	CR
09/05/2025	JX205	To1246	5011530		500,000.00	DR
09/05/2025	JX205	Fr0241	5269125		500,000.00	CR
09/05/2025	JX205	To1246	5011530		500,000.00	DR
09/05/2025	JX205	Fr0241	5269125		500,000.00	CR
09/05/2025	JX231	Fr0241	5269125		500,000.00	CR
09/05/2025	JX231	To1246	5011530		500,000.00	DR
09/05/2025	JX231	Fr0241	5269125		500,000.00	CR
09/05/2025	JX231	To1246	5011530		500,000.00	DR
09/05/2025	JX254	Fr0241	5269125		500,000.00	CR
09/05/2025	JX254	To1246	5011530		500,000.00	DR
09/05/2025	JX201	Fr0241	5269125		500,000.00	CR
09/05/2025	JX201	To1246	5011530		500,000.00	DR
09/05/2025	JX201	Fr0241	5269125		500,000.00	CR



09/05/2025	JX201 To1246 5011530	500,000.00 DR	
09/05/2025	JX321 Fr0241 5269125	275,964.52 CR	
09/05/2025	JX321 To1246 5011530	275,964.52 DR	24.60
09/10/2025	HI105 To1246 5011530	24.60 DR	
09/10/2025	CLOSE ACCOUNT	0.00 DR	0.00

Best Regards,

Alliea Alli
Customer Service Officer

This information is given to you in confidence and for your exclusive use and may not be relied upon by any other party. The Bank shall incur no liability or obligations of any kind to any person including the addressee hereof in providing this letter. The Bank does not assume responsibility for updating the information contained in this letter as of any date subsequent to the date of this letter and assume no responsibility for advising you of any changes with respect to any matters described in this letter that may occur subsequent to the date of this letter.

TAB 7

Account Name: Hansalex		Account: 5011530	Branch: 1246	Currency: CAD	
B/D	Description	Debit	Credit	Date	Balance
					\$75,485.97
	E-TRANSFER ***dNE		\$3,995.00	2025/09/02	
	FIRST INSURANCE LOAN	\$33,507.36		2025/09/02	
	FIRST INSURANCE LOAN	\$35,182.73		2025/09/02	
					\$5,611.20
					\$4,200.59
	IX414 Fr0241 5272487		\$22,000.00	2025/09/04	
	IX414 Fr1246 5005336		\$33,000.00	2025/09/04	
	IX414 Fr1284 5275019		\$10,000.00	2025/09/04	
	IX414 Fr1246 5023539		\$25,400.00	2025/09/04	
	IX414 Fr1246 5023792		\$1,300.00	2025/09/04	
	IX414 Fr0241 5294219		\$400.00	2025/09/04	
	IX414 Fr0241 5244262		\$7,900.00	2025/09/04	
	IX414 Fr0241 5276806		\$24,800.00	2025/09/04	
	IX414 Fr1246 5009730		\$201,000.00	2025/09/04	
	IX414 Fr0241 5293425		\$20,000.00	2025/09/04	
	IX414 Fr0575 5233661		\$5,400.00	2025/09/04	
	IX414 Fr1246 5009722		\$2,000.00	2025/09/04	
	IX414 Fr0241 5271898		\$8,800.00	2025/09/04	
	IX414 Fr0241 5265901		\$24,000.00	2025/09/04	
	IX414 Fr0241 5269125		\$15,000.00	2025/09/04	
	IX414 Fr0241 5261612		\$40,000.00	2025/09/04	
	IX490 Fr0241 5269095		\$54,000.00	2025/09/04	
	IX503 Fr0241 5269125		\$1,000.00	2025/09/04	
	IX520 To0241 5294219	\$25.00		2025/09/04	
	IY301 Fr0241 5294219		\$25.00	2025/09/04	
	IY372 To0241 5293425	\$500,000.00		2025/09/04	
	IY372 Fr0241 5294219		\$500,000.00	2025/09/04	
	IY465 To0241 5271898	\$270,000.00		2025/09/04	
	IY465 Fr0241 5294219		\$270,000.00	2025/09/04	
	IY465 To0241 5272487	\$90,000.00		2025/09/04	
	IY465 Fr0241 5294219		\$90,000.00	2025/09/04	
	IY501 To0241 5269095	\$500,000.00		2025/09/04	
	IY501 Fr0241 5294219		\$500,000.00	2025/09/04	
	IY501 To0241 5269095	\$500,000.00		2025/09/04	
	IY501 Fr0241 5294219		\$500,000.00	2025/09/04	
	IY501 To0241 5269095	\$500,000.00		2025/09/04	

B/D	Description	Debit	Credit	Date	Balance
	IY501 Fr0241 5294219		\$500,000.00	2025/09/04	
	IY501 To0241 5269095	\$500,000.00		2025/09/04	
	IY501 Fr0241 5294219		\$500,000.00	2025/09/04	
	IY501 To0241 5269095	\$500,000.00		2025/09/04	
	IY501 Fr0241 5294219		\$500,000.00	2025/09/04	
	IZ051 To0241 5269095	\$500,000.00		2025/09/04	
	IZ051 Fr0241 5294219		\$500,000.00	2025/09/04	
	IZ051 To0241 5269095	\$500,000.00		2025/09/04	
	IZ051 Fr0241 5294219		\$500,000.00	2025/09/04	
	IZ051 To0241 5269095	\$500,000.00		2025/09/04	
	IZ052 Fr0241 5294219		\$500,000.00	2025/09/04	
	IZ052 To0241 5269095	\$500,000.00		2025/09/04	
	IZ052 Fr0241 5294219		\$500,000.00	2025/09/04	
	IZ052 To0241 5269095	\$500,000.00		2025/09/04	
	IZ052 Fr0241 5294219		\$500,000.00	2025/09/04	
	IZ052 To0241 5269095	\$500,000.00		2025/09/04	
	IZ052 Fr0241 5294219		\$500,000.00	2025/09/04	
	IZ052 To0241 5269095	\$500,000.00		2025/09/04	
	IZ000 To0241 5269095	\$303,024.45		2025/09/04	
	IZ000 Fr0241 5294219		\$303,024.45	2025/09/04	
	IZ000 To0241 5272487	\$179,049.00		2025/09/04	
	IZ000 Fr0241 5294219		\$179,049.00	2025/09/04	
	IZ161 To1246 5011530	\$22,000.00		2025/09/04	
	IZ161 To1246 5011530	\$33,000.00		2025/09/04	
	IZ161 To1246 5011530	\$10,000.00		2025/09/04	
	IZ161 To1246 5011530	\$25,400.00		2025/09/04	
	IZ161 To1246 5011530	\$1,300.00		2025/09/04	
	IZ161 To1246 5011530	\$400.00		2025/09/04	
	IZ161 To1246 5011530	\$7,900.00		2025/09/04	
	IZ161 To1246 5011530	\$24,800.00		2025/09/04	
	IZ161 To1246 5011530	\$201,000.00		2025/09/04	
	IZ161 To1246 5011530	\$20,000.00		2025/09/04	
	IZ161 To1246 5011530	\$5,400.00		2025/09/04	
	IZ161 To1246 5011530	\$2,000.00		2025/09/04	
	IZ161 To1246 5011530	\$8,800.00		2025/09/04	
	IZ161 To1246 5011530	\$24,000.00		2025/09/04	
	IZ161 To1246 5011530	\$15,000.00		2025/09/04	
	IZ161 To1246 5011530	\$40,000.00		2025/09/04	
	IZ161 To1246 5011530	\$54,000.00		2025/09/04	
	IZ161 To1246 5011530	\$1,000.00		2025/09/04	\$4,025.33
	JO065 Fr0241 5293425		\$2,500.00	2025/09/05	
	JX014 Fr0241 5272487		\$16,000.00	2025/09/05	
	JX014 Fr1246 5005336		\$33,000.00	2025/09/05	
	JX014 Fr1284 5275019		\$10,000.00	2025/09/05	

B/D	Description	Debit	Credit	Date	Balance
	JX014 Fr1246 5023539		\$17,100.00	2025/09/05	
	JX014 Fr1246 5023792		\$1,300.00	2025/09/05	
	JX014 Fr0241 5294219		\$400.00	2025/09/05	
	JX014 Fr0241 5244262		\$7,900.00	2025/09/05	
	JX014 Fr0241 5276806		\$24,800.00	2025/09/05	
	JX014 Fr1246 5009730		\$201,000.00	2025/09/05	
	JX014 Fr0241 5293425		\$18,300.00	2025/09/05	
	JX014 Fr0575 5233661		\$5,400.00	2025/09/05	
	JX014 Fr1246 5009722		\$2,000.00	2025/09/05	
	JX014 Fr0241 5271898		\$8,800.00	2025/09/05	
	JX014 Fr0241 5265901		\$24,000.00	2025/09/05	
	JX014 Fr0241 5269125		\$16,000.00	2025/09/05	
	JX014 Fr0241 5261612		\$40,000.00	2025/09/05	
	JX014 Fr0241 5269095		\$74,000.00	2025/09/05	
	JX032 To0241 5294219	\$25.00		2025/09/05	
	JX041 Fr0241 5294219		\$25.00	2025/09/05	
	SUNLIFE GROUP INS	\$1,765.41		2025/09/05	
	JX205 To0241 5269125	\$500,000.00		2025/09/05	
	JX205 Fr0241 5294219		\$500,000.00	2025/09/05	
	JX205 To0241 5269125	\$500,000.00		2025/09/05	
	JX205 Fr0241 5294219		\$500,000.00	2025/09/05	
	JX205 To0241 5269125	\$500,000.00		2025/09/05	
	JX205 Fr0241 5294219		\$500,000.00	2025/09/05	
	JX205 To0241 5269125	\$500,000.00		2025/09/05	
	JX205 Fr0241 5294219		\$500,000.00	2025/09/05	
	JX205 To0241 5269125	\$500,000.00		2025/09/05	
	JX205 Fr0241 5294219		\$500,000.00	2025/09/05	
	JX205 To0241 5269125	\$500,000.00		2025/09/05	
	JX205 Fr0241 5294219		\$500,000.00	2025/09/05	
	JX205 To0241 5269125	\$500,000.00		2025/09/05	
	JX205 Fr0241 5294219		\$500,000.00	2025/09/05	
	JX205 To0241 5269125	\$500,000.00		2025/09/05	
	JX205 Fr0241 5294219		\$500,000.00	2025/09/05	
	JX205 To0241 5269125	\$500,000.00		2025/09/05	
	JX205 Fr0241 5294219		\$500,000.00	2025/09/05	
	JX205 To0241 5269125	\$500,000.00		2025/09/05	
	JX205 Fr0241 5294219		\$500,000.00	2025/09/05	
	JX231 To0241 5269125	\$500,000.00		2025/09/05	
	JX231 Fr0241 5294219		\$500,000.00	2025/09/05	
	JX231 To0241 5269125	\$500,000.00		2025/09/05	
	JX231 Fr0241 5294219		\$500,000.00	2025/09/05	

[illegible]

[illegible]

[illegible]

B/D	Description	Debit	Credit	Date	Balance
		\$200,000.00		2025/09/08	
			\$200,000.00	2025/09/08	
		\$200,000.00		2025/09/08	
			\$200,000.00	2025/09/08	
		\$200,000.00		2025/09/08	
			\$200,000.00	2025/09/08	
		\$200,000.00		2025/09/08	
			\$200,000.00	2025/09/08	
		\$200,000.00		2025/09/08	
			\$200,000.00	2025/09/08	
		\$200,000.00		2025/09/08	
			\$200,000.00	2025/09/08	
		\$200,000.00		2025/09/08	
			\$200,000.00	2025/09/08	
		\$200,000.00		2025/09/08	
			\$200,000.00	2025/09/08	
		\$200,000.00		2025/09/08	
			\$200,000.00	2025/09/08	
		\$200,000.00		2025/09/08	
			\$200,000.00	2025/09/08	
		\$200,000.00		2025/09/08	
			\$200,000.00	2025/09/08	
		\$52,880.51		2025/09/08	
			\$52,880.51	2025/09/08	
		\$200,000.00		2025/09/08	
			\$200,000.00	2025/09/08	
		\$200,000.00		2025/09/08	
			\$200,000.00	2025/09/08	
		\$200,000.00		2025/09/08	
			\$200,000.00	2025/09/08	
		\$200,000.00		2025/09/08	
			\$200,000.00	2025/09/08	
		\$127,383.07		2025/09/08	
			\$127,383.07	2025/09/08	
		\$600.00		2025/09/09	
			\$500.00	2025/09/09	
		\$500.00		2025/09/09	
			\$300.00	2025/09/10	
			\$24.60	2025/09/10	
		\$200,000.00		2025/09/10	
			\$24,700.00	2025/09/10	
		\$2,189.38		2025/09/10	
		\$3,800.00		2025/09/10	

[illegible]

[illegible]

Schedule C

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

THE HONOURABLE

)

FRIDAY THE 18th DAY

JUSTICE DIETRICH

)

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

PRODUCTION 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 requiring the Debtors to provide their books and records and grant access to their servers for the purpose of imaging the servers was heard this day at 330 University Avenue, Toronto.

ON READING the Reports, the affidavits of the Receiver and its counsel as to fees (the “**Fee Affidavits**”), the Affidavit of Hans Jain sworn July 16, 2026, the Confidential

Supplementary Responding Affidavit of Hans Jain sworn July 20, 2026, the Transcript of the Cross-examination of Hans Jain dated August 18, 2026, and the Responses to Formal Interrogatories Directed to the Receiver dated September 2, 2026, and on hearing the submissions of counsel for the Receiver, counsel for the Applicant, counsel for the Respondents, and such other parties as listed on the Participant Information Form, no one else appearing although served as evidenced by the Lawyer's Certificate of Service dated July 2, 2026, filed:

1. **THIS COURT ORDERS** that within two days of the date of this Order Hans Jain advise the Receiver of the location of the Respondents' books and records and the Respondents' servers.
2. **THIS COURT ORDERS** that Kroll Consulting Canada Co. ("**Kroll**") is appointed for the purposes of imaging the Respondents' servers (the "**Servers**") and reviewing the information retrieved from the Servers to segregate all information on the servers that is not information of the Respondents or is information of the Respondents but is privileged (together the "**Segregated Information**").
3. **THIS COURT ORDERS** that the Respondents provide access to their servers to Kroll for the purposes set out in paragraph 2 above for a period of time sufficient for Kroll to perform the work set out in paragraph 2 on a date or dates convenient to Kroll.
4. **THIS COURT ORDERS** that Kroll shall provide all information stored on the Servers that is not Segregated Information to the Receiver as soon as practicable.
5. **THIS COURT ORDERS** that Kroll shall prepare a summary of the Segregated Information to the Receiver and to the Respondents.

6. **THIS COURT ORDERS** that the fees and disbursements of Kroll shall be borne equally by the receivership estate and Atria Development Corporation (“**Atria**”) without prejudice to the Receiver making submissions that Atria should bear all of the cost.
 7. **THIS COURT ORDERS** that as soon as practicable Kroll shall provide Atria and the Receiver with a reasonable estimate of its fees and disbursements (the “**Estimate**”).
 8. **THIS COURT ORDERS** that within two days of receipt of the Estimate, Atria shall pay half the Estimate to Kroll. Nothing in this paragraph absolves Atria from the obligation to pay its share of the fees and disbursements of Kroll in accordance with paragraph 7 above.
-

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

PRODUCTION 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**

Schedule D

From: Wojtek Jaskiewicz
Sent: Wednesday, October 14, 2026 1:00 PM
To: David T. Ullmann; Birpal Benipal
Cc: Nisan Thuraiaratnam; Bryan A. Tannenbaum; Arif Dhanani; Philip Cho; Fabiola Bassong
Subject: RE: Brimley

David, Birpal,

Your client is frustrating the document review and Justice Dietrich's order regarding how the document review is to proceed. If we do not receive answers to Kroll's questions immediately, we will request that Justice Dietrich revise the order to require that the electronic information be provided to the receiver immediately.

WOJTEK JASKIEWICZ | Partner | T. 416-947-5094 | C. 416-268-8746 | wjaskiewicz@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: Wojtek Jaskiewicz
Sent: October 13, 2026 11:31 AM
To: David T. Ullmann <dullmann@blaney.com>; Birpal Benipal <bbenipal@blaney.com>
Cc: Nisan Thuraiaratnam <nthurairatnam@tdbadvisory.ca>; Bryan A. Tannenbaum <btannenbaum@tdbadvisory.ca>; Arif Dhanani <adhanani@tdbadvisory.ca>; Philip Cho <pcho@weirfoulds.com>; Fabiola Bassong <fbassong@weirfoulds.com>
Subject: RE: Brimley

David, Birpal,

I'm following up regarding the email below. Kroll would like to schedule a call with your client and would like responses to the attached questions. Please provide this information as soon as possible.

WOJTEK JASKIEWICZ | Partner | T. 416-947-5094 | C. 416-268-8746 | wjaskiewicz@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: Wojtek Jaskiewicz
Sent: October 8, 2026 1:53 PM
To: David T. Ullmann <dullmann@blaney.com>; Birpal Benipal <bbenipal@blaney.com>
Cc: Nisan Thuraiaratnam <nthurairatnam@tdbadvisory.ca>; Bryan A. Tannenbaum <btannenbaum@tdbadvisory.ca>; Arif Dhanani <adhanani@tdbadvisory.ca>; Philip Cho <pcho@weirfoulds.com>; Fabiola Bassong

<fbassong@weirfoulds.com>

Subject: Brimley

Hi David, Birpal,

Kroll would like to have a call with your client to discuss the imaging and review in more detail. Is your client open to this? Kroll also provided the attached list of questions which will provide more detail for the quotation.

WOJTEK JASKIEWICZ | Partner | T. 416-947-5094 | C. 416-268-8746 | wjaskiewicz@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: [Wojtek Jaskiewicz](#)
Sent: Tue, 6 Oct 2026 13:41:43
To: [David T. Ullmann](#) [Birpal Benipal](#)
Cc: [Arif Dhanani](#) [Nisan Thuraiaratnam](#) [Bryan A. Tannenbaum](#) [Philip Cho](#) [Fabiola Bassong](#)
Subject: RE: Brimley
Importance: Normal
Sensitivity: None

Can you also advise how many servers there are and how much is saved on each so that we can get the estimate from Kroll.

WOJTEK JASKIEWICZ | Partner | T. 416-947-5094 | C. 416-268-8746 | wjaskiewicz@weirfoulds.com

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From: Wojtek Jaskiewicz
Sent: October 6, 2026 9:41 AM
To: David T. Ullmann <dullmann@blaney.com>; Birpal Benipal <bbenipal@blaney.com>
Cc: Arif Dhanani <adhanani@tdbadvisory.ca>; Nisan Thuraiaratnam <nthurairatnam@tdbadvisory.ca>; Bryan A. Tannenbaum <btannenbaum@tdbadvisory.ca>; Philip Cho <pcho@weirfoulds.com>; Fabiola Bassong <fbassong@weirfoulds.com>
Subject: Brimley

David, Birpal,

Further to today's case conference, attached please find the revised production order adding "reasonable estimate" in paragraph 7. Please let me know if this is acceptable.

WOJTEK JASKIEWICZ | Partner | T. 416-947-5094 | C. 416-268-8746 | wjaskiewicz@weirfoulds.com

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From: Wojtek Jaskiewicz
Sent: Monday, October 5, 2026 9:21 AM
To: David T. Ullmann; Birpal Benipal
Cc: Arif Dhanani; Bryan A. Tannenbaum; Nisan Thuraiaratnam; Fabiola Bassong; Philip Cho
Subject: RE: Brimely

Hi David,

We will deliver a report prior to the Oct 6 case conference. I also plan to deliver an aide memoire which is likely to be similar to the one you will prepare.

Is there any update on the volume of electronic data? This is delaying obtaining an estimate of the cost of the imaging and review.

At this point I only plan to ask for the production order and scheduling. If that changes I will advise but I don't expect it to.

WOJTEK JASKIEWICZ | Partner | T. 416-947-5094 | C. 416-268-8746 | wjaskiewicz@weirfoulds.com

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From: David T. Ullmann <DULLmann@blaney.com>
Sent: October 4, 2026 11:38 AM
To: Wojtek Jaskiewicz <wjaskiewicz@weirfoulds.com>; Birpal Benipal <bbenipal@blaney.com>
Cc: Arif Dhanani <adhanani@tdbadvisory.ca>; Bryan A. Tannenbaum <btannenbaum@tdbadvisory.ca>; Nisan Thuraiaratnam <nthurairatnam@tdbadvisory.ca>; Fabiola Bassong <fbassong@weirfoulds.com>; Philip Cho <pcho@weirfoulds.com>
Subject: RE: Brimely

[External Message]

Good Morning Wojtek,

I did not see your report on Friday. Just checking if you served it and I missed it.

I am getting instructions for a short Aide Memoire for Tuesday. I expect it will simply say that we have engaged in dialogue but have not resolved our issues and we are looking to continue that dialogue where possible. I am hopeful that we will have a resolved form of production Order to issue on Tuesday but I am not sure what else we will have resolved by then.

Let me know if you are still intending to serve a report for the Tuesday case conference and if you are seeking any relief other than scheduling and the Production order at that case conference.

Thanks.

David

David T. Ullmann
Partner
DUllmann@blaney.com
📞 416-596-4289 | 📠 416-594-2437

From: Wojtek Jaskiewicz <wjaskiewicz@weirfoulds.com>
Sent: September 28, 2026 10:58 AM
To: David T. Ullmann <DUllmann@blaney.com>; Birpal Benipal <bbenipal@blaney.com>
Cc: Arif Dhanani <adhanani@tdbadvisory.ca>; Bryan A. Tannenbaum <btannenbaum@tdbadvisory.ca>; Nisan Thuraiaratnam <nthuraiaratnam@tdbadvisory.ca>; Fabiola Bassong <fbassong@weirfoulds.com>; Philip Cho <pcho@weirfoulds.com>
Subject: RE: Brimely

David, Birpal,

I'm following up on the production order. Can you please send me your comments or confirm that we can provide it to Justice Dietrich to be signed.

WOJTEK JASKIEWICZ | Partner | T. 416-947-5094 | C. 416-268-8746 | wjaskiewicz@weirfoulds.com

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From: Wojtek Jaskiewicz
Sent: September 23, 2026 11:58 AM
To: David T. Ullmann <dullmann@blaney.com>; Birpal Benipal <bbenipal@blaney.com>
Cc: Arif Dhanani <adhanani@tdbadvisory.ca>; Bryan A. Tannenbaum <btannenbaum@tdbadvisory.ca>; Nisan Thuraiaratnam <nthuraiaratnam@tdbadvisory.ca>; Fabiola Bassong <fbassong@weirfoulds.com>; Philip Cho <pcho@weirfoulds.com>
Subject: Brimely

David,

Attached is a draft order dealing with the servers. Let me know if we can provide this to Justice Dietrich.

WOJTEK JASKIEWICZ | Partner | T. 416-947-5094 | C. 416-268-8746 | wjaskiewicz@weirfoulds.com

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From: Wojtek Jaskiewicz
Sent: Wednesday, September 30, 2026 2:22 PM
To: David T. Ullmann; Birpal Benipal
Cc: Arif Dhanani; Bryan A. Tannenbaum; Nisan Thurairatnam; Fabiola Bassong; Philip Cho
Subject: RE: Brimely

Tomorrow I'm in court at noon but I should be available at 2:30 or 3:00.

Kroll will need more information before they can give an estimate. Can you advise how many servers there are and how much information is on each server? They may have further requests for information which I will forward.

WOJTEK JASKIEWICZ | Partner | T. 416-947-5094 | C. 416-268-8746 | wjaskiewicz@weirfoulds.com

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From: David T. Ullmann <DULLmann@blaney.com>
Sent: September 30, 2026 11:18 AM
To: Wojtek Jaskiewicz <wjaskiewicz@weirfoulds.com>; Birpal Benipal <bbenipal@blaney.com>
Cc: Arif Dhanani <adhanani@tdbadvisory.ca>; Bryan A. Tannenbaum <btannenbaum@tdbadvisory.ca>; Nisan Thurairatnam <nthurairatnam@tdbadvisory.ca>; Fabiola Bassong <fbassong@weirfoulds.com>; Philip Cho <pcho@weirfoulds.com>
Subject: RE: Brimely

[External Message]

Hi Wojtek,

Just following up on this. Also, it occurs to me that it would be useful for us to have a call tomorrow to discuss what we expect to do at the case conference next week and how to make the best use of our time. How about a call at 230 or 3 tomorrow?

David

David T. Ullmann
Partner
DULLmann@blaney.com
📞 416-596-4289 | 📠 416-594-2437

From: David T. Ullmann
Sent: September 28, 2026 11:16 AM
To: 'Wojtek Jaskiewicz' <wjaskiewicz@weirfoulds.com>; Birpal Benipal <bbenipal@blaney.com>
Cc: Arif Dhanani <adhanani@tdbadvisory.ca>; Bryan A. Tannenbaum <btannenbaum@tdbadvisory.ca>; Nisan Thurairatnam <nthurairatnam@tdbadvisory.ca>; Fabiola Bassong <fbassong@weirfoulds.com>; Philip Cho

<pcho@weirfoulds.com>

Subject: RE: Brimely

Sorry for the delay. The form of order looks good and I recognize that Kroll is who we used last time, albeit for different clients, however, before we sign off: do you have any idea what the costs would be and did you consider anyone else? I believe Atria is on side for paying their half as discussed, but I think they should at least have a ball park estimate of what we are talking about. I think that would be a better way to go than to order that Kroll do this work and then find out that their estimate is unreasonable. Also Atria is very concerned with security of information and unrestricted access to their servers. I intend to tell them that it is my expectation that Kroll will, as part of its engagement, be responsible for any negligent disclosure of information etc, which is standard, but it would be helpful if we had a copy of their form of engagement letter, if you have anything from them yet.

Thanks.

David

David T. Ullmann
Partner

DUllmann@blaney.com

☎ 416-596-4289 | ☎ 416-594-2437

From: Wojtek Jaskiewicz <wjaskiewicz@weirfoulds.com>

Sent: September 28, 2026 10:58 AM

To: David T. Ullmann <DUllmann@blaney.com>; Birpal Benipal <bbenipal@blaney.com>

Cc: Arif Dhanani <adhanani@tdbadvisory.ca>; Bryan A. Tannenbaum <btannenbaum@tdbadvisory.ca>; Nisan Thuraiaratnam <nthuraiaratnam@tdbadvisory.ca>; Fabiola Bassong <fbassong@weirfoulds.com>; Philip Cho <pcho@weirfoulds.com>

Subject: RE: Brimely

David, Birpal,

I'm following up on the production order. Can you please send me your comments or confirm that we can provide it to Justice Dietrich to be signed.

WOJTEK JASKIEWICZ | Partner | T. 416-947-5094 | C. 416-268-8746 | wjaskiewicz@weirfoulds.com

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Sent: September 23, 2026 11:58 AM

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Cc: Arif Dhanani <adhanani@tdbadvisory.ca>; Bryan A. Tannenbaum <btannenbaum@tdbadvisory.ca>; Nisan Thuraiaratnam <nthuraiaratnam@tdbadvisory.ca>; Fabiola Bassong <fbassong@weirfoulds.com>; Philip Cho <pcho@weirfoulds.com>

Subject: Brimely

David,

Attached is a draft order dealing with the servers. Let me know if we can provide this to Justice Dietrich.

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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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Barristers & Solicitors
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Toronto, ON M5K 1B7

Philip Cho (LSO# 45615U)
pcho@weirfoulds.com
416.619.6296

Tel: 416.365.1110

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