

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

DUCA FINANCIAL SERVICES CREDIT UNION LTD.

Applicant

- and -

2460467 ONTARIO INC.

Respondent

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

**MOTION RECORD OF THE RECEIVER AND MANAGER,
ALIXPARTNERS RESTRUCTURING, INC.
(Motion Returnable July 8, 2026)**

June 30, 2026

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SERVICE LIST

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TAB 1

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

DUCA FINANCIAL SERVICES CREDIT UNION LTD.

Applicant

and

2460467 ONTARIO INC.

Respondent

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

**NOTICE OF MOTION
(Returnable July 8, 2026)**

AlixPartners Restructuring, Inc. (formerly, KSV Restructuring Inc.), in its capacity as Receiver and Manager (the “**Receiver**”) of all of the assets, property and undertakings of the Respondent, 2460467 Ontario Inc. (the “Debtor”), will make a motion to a Judge on Wednesday, July 8, 2026 at 2:00 p.m., or as soon after that time as the motion can be heard.

PROPOSED METHOD OF HEARING: The Motion is to be heard by judicial videoconference detailed below:

THE MOTION IS FOR AN ORDER:

- (a) If necessary, abridging the time for service of this motion or, alternatively, dispensing with service;
- (b) Approving the Third Report of the Receiver dated June 29, 2026 (the “**Third Report**”), and the activities of the Receiver described therein;
- (c) Increasing the Receiver’s borrowing powers under the Appointment Order from \$14 million to \$16.15 million;
- (d) Approving the Receiver’s Statement of Receipts and Disbursements for the period July 12, 2024 to May 31, 2026;
- (e) Approving the fees and disbursements of the Receiver and its counsel for the period of August 12, 2024 to May 31, 2026; and
- (f) such further and other relief as to this Honourable Court may seem just.

THE GROUNDS FOR THE MOTION ARE:

- (a) The Receiver was appointed on the application of Duca Financial Services Credit Union Ltd. (“Duca”) pursuant to the Order of the Honourable Justice Kershman dated August 12, 2024 (the “**Appointment Order**”);
- (b) Prior to the date of the Receiver’s appointment, the Debtor was building a 62 unit stacked townhouse development project known municipally as 240 Yeomans Street, Belleville (the “**Project**”);

- (c) At the date of the Appointment Order, the Debtor had sold 61 units in the Project, construction of the Project had not yet been completed, and each phase was at varying stages of completion;
- (d) Pursuant to the Appointment Order, as amended by Order dated December 11, 2024, the Receiver was authorized to borrow up to \$1 million (the **"Borrowing Limit"**);
- (e) Pursuant to an Order dated May 14, 2025, the Court, *inter alia*, (i) approved a Completion Agreement between the Receiver and Fusioncorp Developments Inc. (**"Fusioncorp"**), pursuant to which the Receiver engaged Fusioncorp to complete construction of the Project by no later than April 30, 2026; and (ii) increased the Borrowing Limit to \$14million;
- (f) To date, Duca has advanced approximately \$12 million to the Receiver pursuant to Receiver's certificates to fund construction and other receivership costs;
- (g) Fusioncorp has reported substantial cost overruns on the Project which now total approximately \$1 million;
- (h) The Borrowing Limit is insufficient to fund the balance of the costs to complete construction of the Project;
- (i) The Receiver has reviewed Fusioncorp's estimated costs to complete construction with Duca and the Project's consultants, and believes that the budget is reasonable for the purpose of completing the Project;

- (j) the Receiver understands that Duca consents to the increase in the Borrowing Limit and intends to advance funds to the Receiver pursuant to the Appointment Order;
- (k) The outside occupancy date in the preconstruction agreements of purchase and sale ("**APS**") between the Debtor and purchasers is May 1, 2026 (the "**Outside Occupancy Date**");
- (l) As a result of construction delays, the Outside Occupancy Date was not met, and purchasers had the right to terminate their APS on or before June 1, 2026 (the "**Rescission Period**");
- (m) Thirty-five (35) purchasers elected to terminate their APS during the Rescission Period;
- (n) Aviva Insurance Company of Canada and Tarion Warranty Corporation are in the process of arranging the return of deposits to purchasers who have terminated their APS;
- (o) Pursuant to the Appointment Order, the Receiver and its counsel are entitled to be paid their reasonable fees and disbursements in accordance with their ordinary rates;
- (p) The fees and disbursements of the Receiver and its counsel are reasonable and consistent with the fees of other professionals in the restructuring and insolvency field; and

- (q) 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 Third Report of the Receiver dated June 30, 2026, and the appendices thereto;
- (b) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

June 30, 2026

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TO: **THE SERVICE LIST**

DUCA FINANCIAL CREDIT SERVICES UNION LTD. v. 2460467 ONTARIO LIMITED

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

Court File No. CV-24-00096502-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
OTTAWA

NOTICE OF MOTION

DICKINSON WRIGHT LLP

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TAB 2

**Third Report of
AlixPartners Restructuring, Inc.
as Receiver and Manager
of 2460467 Ontario Inc.**

June 30, 2026

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Court File No.: CV-24-00096502-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

DUCA FINANCIAL SERVICES CREDIT UNION LTD

APPLICANT

- AND -

2460467 ONTARIO INC.

RESPONDENT

IN THE MATTER OF AN 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

SECOND REPORT OF
ALIXPARTNERS RESTRUCTURING, INC.
AS RECEIVER AND MANAGER

JUNE 30, 2026

1.0 Introduction

1. Pursuant to an order (the "**Receivership Order**") of the Ontario Superior Court of Justice (the "**Court**") made on August 12, 2024 (the "**Filing Date**"), AlixPartners Restructuring, Inc. ("**AlixPartners**"), formerly KSV Restructuring Inc. ("**KSV**"),¹ was appointed receiver and manager (in such capacity, the "**Receiver**") without security, of all the assets, undertakings and properties of 2460467 Ontario Inc. (the "**Debtor**") acquired for, or used in relation to, a business carried on by the Debtor. A copy of the Receivership Order is attached as Appendix "A".
2. The principal asset of the Debtor is real property having a municipal address of 240 Yeomans Street, Belleville (the "**Real Property**"). The Debtor intended to build a 62 unit stacked townhouse development on the Real Property (the "**Project**"). As of the Filing Date, the Project was partially completed.

¹ Effective June 1, 2026, KSV's parent company was acquired by an affiliate of AlixPartners, following which KSV changed its name to AlixPartners and KSV was substituted for AlixPartners in all of its ongoing Court appointments pursuant to a Court Order dated June 3, 2026.

3. The application to appoint AlixPartners as Receiver was made by Duca Financial Services Credit Union Ltd. ("**Duca**"), a secured creditor of the Debtor.
4. At the outset of these proceedings, one of the principal purposes of the receivership was to provide the stability and supervision required to preserve the value of the Project, while the Receiver consulted with Duca and other stakeholders to consider whether the Project should be completed or sold on an "as is" basis. In early 2025, Duca advised the Receiver that it was prepared to provide funding to the Receiver to complete construction of the Project.
5. On May 14, 2025, the Court issued an order (the "**Construction Agreement Approval Order**") which, among other things:
 - a) approved a Completion Agreement (the "**Completion Agreement**") and a CCDC 5B Construction Management Contract (the "**CMC**"), each between the Receiver and Fusioncorp Developments Inc. ("**Fusioncorp**"), pursuant to which Fusioncorp would act as construction manager to complete the Project;
 - b) increased the Receiver's Borrowing Charge (as defined in the Receivership Order) from \$1 million to \$14 million; and
 - c) approved the Receiver's Second Report to Court dated April 30, 2025 (the "**Second Report**"), the Receiver's Supplement to the Second Report dated May 2, 2025 and the Receiver's activities described in each.
6. The Completion Agreement contemplated that the construction of the Project would be completed by April 30, 2026. Construction of the Project is behind schedule, as more fully detailed herein.
7. This report (the "**Third Report**") is filed by AlixPartners in its capacity as Receiver.

1.1 Purposes of this Third Report

1. The purposes of this Report are to:
 - a) provide background information about this proceeding and the status of the Project;
 - b) set out the reasons an increase in the Receiver's borrowing limit from \$14 million to \$16.15 million is required;
 - c) summarize the Receiver's activities since the date of its Second Report; and

- d) recommend that this Court issue an Order:
 - i. increasing the Receiver's Borrowing Charge to \$16.15 million;
 - ii. approving this Third Report and the Receiver's activities, as set out in this Third Report; and
 - iii. approving the fees and disbursements of the Receiver and the Receiver's legal counsel, Dickinson Wright LLP ("**Dickinson Wright**") as set out in Section 5 of this Third Report.

1.2 Restrictions

1. In preparing this Third Report, the Receiver has relied upon the Debtor's financial information and Project information, consulting reports concerning the Project and discussions with Duca, Fusioncorp, and Project consultants (collectively, the "**Information**").
2. The Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that complies with Canadian Auditing Standards ("**CAS**") pursuant to the Chartered Professional Accountants of Canada Handbook and accordingly, the Receiver expresses no opinion or other form of assurance as contemplated under the CAS in respect of the Information. Other than the Court, any party wishing to place reliance on the Information is required to perform its own diligence.

1.3 Currency

1. Unless otherwise noted, all currency references in this Third Report are in Canadian dollars.

2.0 Background

1. The Debtor marketed the Project as "Yeo Towns" prior to the commencement of these proceedings. The Debtor pre-sold 61 of 62 townhomes to purchasers of the units (the "**Purchasers**").
2. The Project is comprised of four blocks of townhouses – each block was at a different stage of completion as of the Filing Date. Prior to these receivership proceedings, construction of the Project had been halted for several months. In late 2025, the Receiver retained a construction manager, 59 Project Management Inc. ("**59 PM**"), to winterize the Project.
3. As of the Filing Date, the Debtor's bank account had a nil cash balance. Accordingly, funding for these proceedings was required. Funding for these proceedings, including all construction costs during these proceedings, has been provided by Duca pursuant to Receiver's Certificates.
4. As of the date of this Third Report, the Receiver is authorized to borrow up to \$14 million under the Receiver's Borrowing Charge (as defined in the Receivership Order), of which Duca has advanced \$11,970,000.

5. Throughout these receivership proceedings, the Receiver has kept Purchasers apprised of the status of construction of the Project through five notices which it sent to Purchasers at various times since its appointment and which have also been posted on the Case Website (as defined below).
6. The outside occupancy date in each of the Pre-Construction APSs is May 1, 2026 (the "**Outside Occupancy Date**"). Occupancy was not provided to the Purchasers prior to the the Outside Occupancy Date and, pursuant to the terms of the Pre-Construction APSs, Purchasers had the right to terminate their Pre-Construction APS between May 2 to June 1, 2026 (the "**Rescission Period**").
7. As a result of the construction delays, thirty-five (35) purchasers (the "**Terminating Purchasers**") terminated their agreements of purchase and sale (the "**Pre-Construction APSs**") with the Debtor by the rescission date deadline (being June 1, 2026), as permitted under the Pre-Construction APSs. s
8. Additional background information regarding the Project and the reasons for the appointment of the Receiver is provided in Duca's application materials and the Receiver's prior reports to Court ("**Prior Reports**"). Copies of the Court materials filed to-date in these proceedings, including the Prior Reports, are available on the Receiver's case website: <https://www.ksvadvisory.com/experience/case/yeotowns> (the "**Case Website**").

2.1 Secured Creditors

1. The following is a summary of the Debtor's secured creditors and their outstanding balances as of the date of the Receivership Order:
 - a) Duca has a first-ranking mortgage on the Real Property. The Debtor also granted Duca a general security agreement dated December 6, 2022;
 - b) Based on Duca's receivership application materials, as of June 12, 2024, the Debtor owed Duca approximately \$7.5 million, with interest and costs continuing to accrue. Duca was also owed approximately \$200,000 under a letter of credit facility as of the Filing Date. Duca has funded these proceedings under Receiver's Certificates;
 - c) Westmount Guarantee Services Inc. ("**Westmount**") provides insurance coverage for Purchaser deposits. Westmount registered a charge against the Real property in the amount of \$7 million. The Receiver understands that Purchasers paid deposits of \$3.8 million, of which approximately \$2.1 million was released from escrow prior to the commencement of these proceedings to pay Project costs, and the balance (the "**Remaining Deposits**") remains in trust with Owens Wright LLP ("**Owens Wright**"), the Project law firm retained by the Debtor. Owens Wright is also providing legal services to the Receiver concerning construction and Project matters; and

- d) nine suppliers have registered ten construction liens totalling over \$1.2 million against the Real Property. As part of the Completion Agreement, Fusioncorp agreed to release its lien of approximately \$878,720 against the Real Property. As of the date of this Third Report, the Receiver is in the process of reviewing the liens registered on title to the Real Property.

2.2 Project Status

1. As of the date of this Third Report, the following are occupancy dates provided to Purchasers:

Block	Present Expected Occupancy Date
A & B	September 18, 2026
C & D	August 21, 2026

2. Construction completion timelines of the Project have been impacted by various constructions delays. In addition to the construction delays, the Project has had cost overruns, which now total over \$1 million. The Receiver is working with Fusioncorp to mitigate the risk of further delays in the Occupancy Dates.

2.3 Deposit Return

1. The Receiver understands that Aviva Insurance Company of Canada ("**Aviva**") and Tarion Warranty Corporation ("**Tarion**") intend to commence a process to return deposits to Terminating Purchasers in respect of their Pre-Construction APSs. The Receiver expects Aviva and/or Tarion will be in touch with the Terminating Purchasers shortly.

3.0 Project Funding

1. Pursuant to the Construction Agreement Approval Order, the Court, among other things, increased the Receiver's Borrowing Limit to \$14 million. As of the date of this Third Report, the Receiver has borrowed \$11,970,000 and expects the balance of the Borrowing Limit to be fully drawn by the end of July. The majority of funds borrowed by the Receiver for the Project have been used to fund construction costs, consultant's costs and professional fees. A copy of a Statement of Receipts and Disbursements for the period August 12, 2024 to June 30, 2026 is provided as **Appendix "B"**.
2. Due to the increases in Fusioncorp's construction budget and the inability to draw on Purchaser deposits as a source of funding, the Receiver's Borrowing Limit is insufficient to fund the balance of the Project costs. Accordingly, the Receiver is seeking an increase in the Receiver's Borrowing Limit from \$14 million to \$16.15 million.

3. The Receiver, in consultation with Duca and the Project's consultants, have reviewed the estimated cost to complete, and based on the advice of these parties, is of the view that the budget is reasonable for the purpose of completing the Project.
4. The Receiver understands that Duca consents to the increase in the Receiver's Borrowing Limit and intends to fund the Receiver pursuant to the terms of the Receiver's Borrowing Charge.
5. Based on the foregoing, the Receiver recommends that the Court issue an Order increasing the Receiver's Borrowing Limit to \$16.15 million.

4.0 Receiver's Activities

1. In addition to the activities described above, the Receiver's activities since the date of the Second Report have included, among other things, the following:
 - a) corresponding daily with Fusioncorp, 59 PM and Duca regarding all matters related to the construction of the Project, including attending weekly status meetings;
 - b) attending site meetings at the Project;
 - c) engaging with the Project's consultants and reviewing their reports issued in respect of the Project;
 - d) corresponding with the Project cost consultant regarding the monthly construction draws and the cost to complete the Project;
 - e) corresponding with the Debtor's insurance broker to renew coverage;
 - f) corresponding with Aviva, Tarion and their respective legal counsel regarding the Project;
 - g) responding to inquiries from Purchasers regarding their Pre-Construction APSs, their deposits and the status of the Project and sending notices to the Purchasers regarding the same;
 - h) corresponding with the Project's former real estate broker regarding the Project and the Pre-Construction APSs;
 - i) filing monthly HST returns with Canada Revenue Agency on behalf of the Debtor;
 - j) preparing Interim Reports of the Receiver pursuant to Section 246(2) of the *Bankruptcy and Insolvency Act*;
 - k) consulting with its counsel in connection with the performance of the Receiver's mandate; and
 - l) preparing this Third Report.

5.0 Professional Fees

1. The fees of the Receiver and Dickinson Wright from the commencement of this mandate to May 31, 2026 total \$705,131.00 and \$361,932.98, respectively, excluding disbursements and HST. Fee affidavits sworn by representatives of the Receiver and Dickinson Wright and their accompanying invoices are provided as **Appendices "C" and "D"**, respectively.
2. The activities of the Receiver are detailed in the Receiver's invoices and the Prior Reports.
3. The average hourly rate for the Receiver and Dickinson Wright for the referenced billing period was \$625.23 and \$663.13, respectively.
4. The Receiver is of the view that the hourly rates charged by Dickinson Wright are consistent with rates charged by other firms practising in restructuring and insolvency in the downtown Toronto market, and that the fees charged are reasonable and appropriate in the circumstances.

6.0 Conclusion

1. Based on the foregoing, the Receiver respectfully recommends that this Honourable Court grant an Order providing the relief requested in this Third Report.

* * *

All of which is respectfully submitted,

AlixPartners Restructuring, Inc.

**ALIXPARTNERS RESTRUCTURING, INC.
IN ITS CAPACITY AS RECEIVER AND MANAGER OF
2460467 ONTARIO INC.**

Appendix “A”



Court File No.: CV-24-00096502-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE
MR. JUSTICE KERSHMAN

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MONDAY, THE 12th
DAY OF AUGUST, 2024

DUCA FINANCIAL SERVICES CREDIT UNION LTD.

Applicant

- and -

2460467 ONTARIO INC.

Respondent

APPOINTMENT ORDER

THIS APPLICATION made by DUCA Financial Services Credit Union Ltd. (“**DUCA**”) 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 KSV Restructuring Inc. as receiver and manager (in such capacities, the “**Receiver**”) without security, of all of the assets, undertakings and properties of 2460467 Ontario Inc. (“**246**” or the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor, was heard this day by Zoom video conference.

ON READING the affidavit of Ivan Bogdanovich sworn July 15, 2024 and the Exhibits thereto, the affidavit of Kamel Patel sworn July 31, 2024 and the Exhibits thereto, the reply affidavit of Ivan Bogdanovich sworn August 6, 2024 and the Exhibits thereto and the supplementary affidavit of Kamal Patel sworn August 6, 2024 and the Exhibits thereto and on hearing the submissions of counsel for DUCA and counsel for the Debtor, no one appearing for any other person on the service list, although duly served as appears from the affidavits of service of Mariela Adriana Gasparini sworn July 29, 2024 and July 31, 2024 and the affidavit of service

of Sumit Bhatia sworn July 25, 2024, and on reading the consent of KSV Restructuring Inc. 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, KSV Restructuring Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including and without limiting the generality of the foregoing, the lands and premises described in Schedule “A” hereto, and all proceeds thereof (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, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary

course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;

- (d) to engage consultants, appraisers, agents, 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;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) 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 Debtor, for any purpose pursuant to this Order;
- (i) 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 Debtor, 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;
- (j) 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;

- (k) 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 \$150,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; 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.

- (l) 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;
- (m) 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;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to make an assignment into bankruptcy on behalf of the Debtor and for KSV Restructuring Inc. to act as trustee in bankruptcy, provided that any legal opinion regarding the validity of the security is obtained from a law firm that is independent from the firm representing the secured creditors;

- (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 Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture, or other rights which the Debtor may have;
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations; and
- (t) the Receiver shall not terminate any of agreements of purchase and sale presently in place without notice to the purchasers and absent further order of the Court.

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 Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Debtor, (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 and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, 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 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 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 or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease,

such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least three (3) business days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

8. **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 DEBTOR OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor 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 Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against the Debtor, 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 Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor 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

11. **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 Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor 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 Debtor 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 Debtor's 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 Debtor 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

13. **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

14. **THIS COURT ORDERS** that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's 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 section 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 sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

15. **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 Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. **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*, 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

17. **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 sections 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

18. **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 sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

19. **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 Ontario Superior Court of Justice.

20. **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

21. **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 (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 sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. **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.

23. **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.

24. **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

25. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. 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 and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL 'www.ksvadvisory.com/experience/case/yeotowns'.

26. **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 Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor 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

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 on five (5) business days notice.

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

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 Debtor's estate 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.

33. **THIS COURT ORDERS** that the supplementary responding affidavit of Kamal Patel dated August 6, 2024 shall be redacted to remove the reference to the purchase price in the affidavit and in Exhibit "B" thereto, and that the Receiver shall post the redacted version of the supplementary responding affidavit of Kamal Patel on its website.

34. **THIS COURT ORDERS** that this Order and all of its provisions shall take effect as of 12:01 a.m. on the date of this Order and shall be immediately enforceable without the need for further entry or filing.

35. **THIS COURT ORDERS** that this proceeding shall be case-managed by Justice Kershman.



The Honorable Justice S. Kershman

Issued On August 13th, 2024

SCHEDULE “A”

PIN 40454-0002 (LT)

PCL 14-2 SEC 92 (BELLEVILLE); LT 14 PL 92 THURLOW; LT 21 PL 92 THURLOW; PT LT 15 PL 92 THURLOW; PT LT 20 PL 92 THURLOW; PT UNION ST PL 92 THURLOW; PT RAILROAD ST PL 92 THURLOW; PT YEOMANS ST PL 92 THURLOW PT 1, 2 & 3 21R18413; S/T EASEMENT OVER PT 2 21R18413 IN FAVOUR OF PT 1,2,3 21R18018 EXCEPT PT 1,2,3 21R18413 AS IN HT33628; S/T EASEMENT OVER PT 1,2,3 21R22303 IN FAVOUR OF PT 1,2,3 21R18018 EXCEPT PT 1,2,3 21R18413 AS IN HT33628; T/W EASEMENT OVER PTS 1,2,3 21R22307 AS IN HT33628; BELLEVILLE; COUNTY OF HASTINGS; SUBJECT TO AN EASEMENT IN GROSS AS IN HT292181

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. **THIS IS TO CERTIFY** that KSV Restructuring Inc., the receiver (the "**Receiver**") of the assets, undertakings and properties of 2460467 Ontario Inc. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (the "**Court**") dated the ____ day of _____, 2024 (the "**Order**") made in an action having Court File Number CV-24-00096502-0000 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.

2. 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.

3. 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.

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

5. 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.

6. 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.

7. 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 _____, 2024.

KSV RESTRUCTURING INC., solely in its
capacity as Receiver of the Property, and not in
its personal capacity

Per: _____

Name:

Title:

Court File No.: CV-24-00096502-0000

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

DUCA FINANCIAL SERVICES CREDIT UNION LTD.

- and -

2460467 ONTARIO INC.

Applicant

Respondent

**ONTARIO
SUPERIOR COURT OF JUSTICE**

APPOINTMENT ORDER

BORDEN LADNER GERVAIS LLP

Bay Adelaide Centre, East Tower
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Toronto, ON M5H 4E3
Tel: (416) 367-6000
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ROGER JAIPARGAS – LSO No. 43275C

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Tel: (416) 367-6545
nhollard@blg.com

Lawyers for the Applicant

Appendix “B”

2460467 Ontario Inc. (Yeo Towns)

Statement of Receipts and Disbursements

For the Period Ending June 30, 2026

(\$; unaudited)

Description	Amount
Receipts	
Funding from Duca	11,970,000
HST refunds	1,065,362
Misc. refunds	24,917
Interest earned from funds on hand	19,976
	<u>13,080,255</u>
Disbursements	
Construction costs	7,687,648
HST paid on disbursements	1,216,881
Amounts transferred to holdback fund	896,390
Receiver's fees and disbursements	706,654
Consultants	501,851
Insurance	348,774
Receiver's legal counsel's fees and disbursements	299,959
Westmount premiums	142,628
Third-party contractor	125,011
Winterization costs	72,550
Security	43,909
Property taxes	35,790
PST paid on insurance	27,902
Utilities	7,746
Misc expenses	7,359
	<u>12,121,053</u>
Balance	<u><u>959,202</u></u>

Appendix “C”

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF THE RECEIVERSHIP OF 2460467 ONTARIO INC.

BETWEEN :

DUCA FINANCIAL SERVICES CREDIT UNION LTD

Applicant

- and -

2460467 ONTARIO INC.

Respondent

**AFFIDAVIT OF ROBERT KOFMAN
(sworn June 29, 2026)**

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

1. I am a Senior Advisor and Board member of AlixPartners Restructuring, Inc. ("AlixPartners"), formerly KSV Restructuring Inc. ("KSV")¹.
2. Pursuant to an Order of the Ontario Superior Court of Justice (the "Court") made on August 12, 2024 (the "Receivership Order"), AlixPartners was appointed receiver and manager (the "Receiver"), without security, over all of the assets, undertakings and properties of 2460467 Ontario Inc. (the "Company") acquired for, or used in relation to, a business carried on by the Company.

¹ Effective June 1, 2026, KSV's parent company was acquired by an affiliate of AlixPartners, following which KSV changed its name to AlixPartners and KSV was substituted for AlixPartners in all of its ongoing Court appointments pursuant to a Court Order dated June 3, 2026.

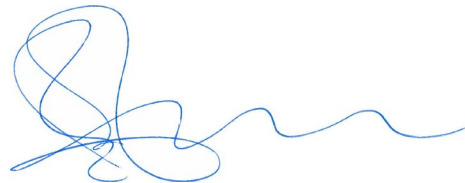
3. I have managed this mandate since the date of the Receivership Order. As such, I have knowledge of the matters to which I hereinafter depose.
4. The Receiver prepared invoices detailing its services rendered and disbursements incurred (the "**Invoices**") from July 12, 2024 to May 31, 2026 in the aggregate amount of \$704,131.00. Attached hereto and marked as **Exhibit "A"** to this Affidavit are copies of the Invoices.
5. Additionally, attached hereto as **Exhibit "B"** is a summary of the roles, hours and rates charged by members of the Receiver who have worked on this matter, and I hereby confirm that the list represents an accurate account of such information. The average hourly rate of the Receiver is \$625.23.
6. I consider the accounts to be fair and reasonable considering the circumstances connected with this matter.
7. This Affidavit is made in support of a motion to, *inter alia*, approve the attached accounts of the Receiver and the fees and disbursements detailed therein, and for no improper purpose whatsoever.

8.

SWORN before me at the City of)
Toronto, in the Province of Ontario,)
this 29th day of June, 2026)



Rajinder Kashyap, a Commissioner, etc.,
Province of Ontario, for KSV Restructuring Inc.
Expires February 23, 2027



ROBERT KOFMAN

This is Exhibit "A" referred to in the
Affidavit of Robert Kofman sworn before
me, this 29th day of June, 2026



Rajinder Kashyap, a Commissioner, etc.,
Province of Ontario, for KSV Restructuring Inc.
Expires February 23, 2027



Bobby Kofman
ksv advisory inc.

220 Bay Street, Suite 1300
Toronto, Ontario, M5J 2W4
T +1 416 932 6228
F +1 416 932 6266

bkofman@ksvadvisory.com

ksvadvisory.com

24600467 Ontario Inc.
c/o KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

September 10, 2024

Invoice No: 3898
HST #: 818808768RT0001

INVOICE

Re: 2460467 Ontario Inc. (the “Company”)

For professional services rendered for the period ending August 31, 2024 by KSV Restructuring Inc. (“KSV”) in its capacity as receiver of the Company, including:

Court Matters

- Reviewing the application materials of Duca Financial Services Canada Ltd. (“Duca”) seeking the appointment of the Receiver (the “Receivership Application Materials”), including;
 - o the Affidavit of Ivan Bogdanovich sworn July 15, 2024;
 - o the Supplementary Application Record dated August 6, 2024;
 - o the reply materials filed by the Company’s representative, Kamal Patel;
 - o the Reply Affidavit of Mr. Bogdanovich sworn August 6, 2024; and
 - o the Receivership Order;
- Discussing the Receivership Application Materials with Dickinson Wright LLP (“Dickinson Wright”), the Receiver’s counsel, and Borden Ladner Gervais LLP (“BLG”), Duca’s counsel;
- Attending at the receivership application on August 7, 2024 and at a hearing on August 12, 2024 to hear the decision of Mr. Justice Kershman in this matter;
- Reviewing changes to the Receivership Order, as ordered by Mr. Justice Kershman;

General

- Preparing for the receivership, including an action plan to be implemented immediately following our appointment;
- Speaking with Mr. Bogdanovich in advance of the receivership, as well with BLG and Dickinson Wright, including calls on July 16, 2024 and August 6, 7, 8, 13 and 16, 2024;
- Corresponding immediately following our appointment with the Company to obtain all information regarding the Company, including:
 - o the Company's list of creditors;
 - o the names of purchasers of townhomes and their deposits held in trust;
 - o site drawings and sales summaries;
 - o insurance; and
 - o all background and information related to the Company's project located at 270 Yeomans Road, Belleville, Ontario (the "Project");
- Preparing a Notice and Statement of the Receiver pursuant to Subsections 245(1) and 246(1) of the *Bankruptcy and Insolvency Act*;
- Corresponding and attending calls on August 15 and 28, 2024 with Fusioncorp Developments Inc., the former construction manager of the Project, to discuss:
 - o the status of the Project;
 - o winterization of the Project; and
 - o their willingness to finish the Project;
- Engaging Tert & Ross Inc. ("T&R"), a third-party contractor, to perform site visits to document, photograph and video-record the current condition of the Project and to secure and monitor the Project;
- Dealing extensively with T&R regarding safety, security and remediation matters at the Project;
- Reviewing a letter from the City of Belleville ("Belleville") dated July 30, 2024 regarding the condition of the Project site and the remediation work required to clean up the site (the "Remediation Work");
- Attending a call on August 22, 2024 with Michelle Wright of Belleville and T&R to discuss the Remediation Work;
- Engaging T&R to complete the Remediation Work and discussing its budget re same;
- Dealing with Live Patrol Inc. to video-monitor the Project and executing a contract re same;
- Responding to inquiries from creditors and interested parties regarding the Project;
- Engaging with Glynn Group ("Glynn"), the Project's cost consultant, to obtain an estimate of the cost to complete the Project, including calls on August 19 and 21, 2024;

- Engaging Altus Group to appraise the Project, including attending a call on August 26, 2024;
- Attending a call on August 29, 2024 with Owens Wright LLP, the Company’s real estate lawyers, to discuss the status of the receivership and purchaser deposits being held in their trust accounts;
- Corresponding with Insureit Group Inc., the Company’s insurance broker, to obtain copies of the insurance policies, coordinate payment for an extension of the policies and to request that the Receiver and DUCA be added as named insureds and/or loss payees on the policies;
- Corresponding with Toronto Dominion Bank (“TD”) to take control of the Company’s bank account, confirm the account balance and request that TD place blocks on the account;

Homebuyer Matters

- Preparing a Notice to Homebuyers dated August 20, 2024;
- Corresponding with homebuyers regarding the receivership proceedings, including the status of their purchase agreements;

Other

- Maintaining the Service List in these proceedings;
- Maintaining the case website
- Convening internal meetings; and
- Dealing with all other matters not otherwise referred to herein.

Total fees and disbursements	\$	40,306.09
HST		<u>5,239.79</u>
Total due	\$	<u>45,545.88</u>

KSV Restructuring Inc.

2460467 Ontario Inc.

Time Summary

For the Period Ending August 31, 2024

Personnel	Rate (\$)	Hours	Amount (\$)
Bobby Kofman	850	22.05	18,742.50
Ben Luder	450	43.60	19,620.00
Other staff and administration		8.75	1,505.75
Total fees		74.40	39,868.25
Out-of-pocket disbursements			437.84
Total fees and disbursements			40,306.09



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24600467 Ontario Inc.
c/o KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

October 9, 2024

Invoice No: 3956
HST #: 818808768RT0001

INVOICE

Re: 2460467 Ontario Inc. (the “Company”)

For professional services rendered for September 30, 2024 by KSV Restructuring Inc. (“KSV”) in its capacity as receiver of the Company, including:

General

- Dealing with Mr. Bogdanovich of Duca Financial Services Credit Union Limited (“Duca”), as well as Duca’s counsel, Borden Ladner Gervais LLP (“BLG”) and the Receiver’s counsel, Dickinson Wright LLP (“Dickinson Wright”);
- Engaging Tert & Ross Inc. (“T&R”), a third-party contractor, to perform site visits, document, photograph, and video record the current condition of the Project and to secure and monitor the property, which is located at 270 Yeomans, Belleville, Ontario (the “Project”);
- Engaging T&R to complete remediation work at the Project (the “Remediation Work”), as required by the City of Belleville (the “City”);
- Corresponding with the City confirming its satisfaction with the Remediation Work;
- Dealing with Live Patrol Inc. to video-monitor the Project and corresponding regularly regarding security matters;
- Corresponding with Glynn Group (“Glynn”), the Project’s cost consultant, regarding its cost to complete report concerning the Project, including calls on September 21 and 24, 2024;
- Corresponding with Altus Group (“Altus”) regarding its appraisal of the Project, including calls on September 23, 25 and 30, 2024;
- Preparing a financial analysis in draft based on the information obtained from Glynn and Altus concerning the economics of completing the Project or conducting a sales process;
- Responding to inquiries from creditors and interested parties regarding the Project;

Homebuyer Matters

- Corresponding with homebuyers regarding the receivership proceedings, including the status of their purchase agreements;
- Reviewing a letter sent by the Company to the homebuyers regarding a debt refinancing plan and discussing same with BLG and Dickinson Wright;

Other

- Maintaining the Service List in these proceedings on the Receiver's website;
- Convening internal meetings; and
- Dealing with all other matters not otherwise referred to herein.

Total fees	\$	15,228.75
HST		<u>1,979.74</u>
Total due	\$	<u><u>17,208.49</u></u>

KSV Restructuring Inc.

2460467 Ontario Inc.

Time Summary

For the Period Ending September 30, 2024

Personnel	Rate (\$)	Hours	Amount (\$)
Bobby Kofman	850	7.80	6,630.00
Ben Luder	450	18.80	8,460.00
Other staff and administration		0.65	138.75
Total fees		27.25	<u>15,228.75</u>



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24600467 Ontario Inc.
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220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

November 7, 2024

Invoice No: 4013
HST #: 818808768RT0001

INVOICE

Re: 2460467 Ontario Inc. (the "Company")

For professional services rendered in October 2024 by KSV Restructuring Inc. ("KSV") in its capacity as receiver of the Company, including:

General

- Dealing with Ivan Bogdanovich of Duca Financial Services Credit Union Limited ("Duca"), Duca's counsel, Borden Ladner Gervais LLP ("BLG") and the Receiver's counsel, Dickinson Wright LLP ("Dickinson Wright") regarding the townhouse development project located at 270 Yeomans, Belleville, Ontario (the "Project");
- Dealing with Live Patrol Inc. to monitor the Project and corresponding regularly regarding security matters;
- Corresponding with Altus Group ("Altus") regarding its appraisal of the Project (the "Appraisal");
- Reviewing and commenting on the Appraisal and reviewing Altus's revisions to the Appraisal;
- Preparing a financial analysis for Duca (in draft) based on the information obtained from Glynn Group and Altus concerning the economics of completing the Project or conducting a sales process;
- Attending a call on October 9, 2024 with Duca and Altus to discuss the Appraisal;
- Arranging and attending a call on October 16, 2024 with Duca and representatives of Foremost Financial Corporation concerning options for the Project;
- Corresponding with Fusion Corp. including calls October 17 and 30, 2024;
- Responding to inquiries from creditors and interested parties regarding the Project;
- Preparing a schedule of costs incurred to date and projected until December 15, 2024 and providing the same to Duca;

Homebuyer Matters

- Corresponding with homebuyers regarding the receivership proceedings, including the status of their purchase agreements;

Other

- Maintaining the Service List in these proceedings;
- Convening internal meetings; and
- Dealing with all other matters not otherwise referred to herein.

Total fees and disbursements	\$	9,134.46
HST		<u>1,187.48</u>
Total due	\$	<u><u>10,321.94</u></u>

KSV Restructuring Inc.

2460467 Ontario Inc.

Time Summary

For the Period Ending October 31, 2024

Personnel	Rate (\$)	Hours	Amount (\$)
Bobby Kofman	850	5.00	4,250.00
Ben Luder	450	10.20	4,590.00
Other staff and administration		1.50	292.50
Total fees and disbursements		16.70	9,132.50
Add: Out-of-pocket disbursements			1.96
			<u>9,134.46</u>



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24600467 Ontario Inc.
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220 Bay Street, Suite 1300
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December 10, 2024

Invoice No: 4096
HST #: 818808768RT0001

INVOICE

Re: 2460467 Ontario Inc. (the “Company”)

For professional services rendered in November 2024 by KSV Restructuring Inc. (“KSV”) in its capacity as receiver of the Company, including:

General

- Dealing with Ivan Bogdanovich of Duca Financial Services Credit Union Limited (“Duca”), Duca’s counsel, Borden Ladner Gervais LLP (“BLG”) and the Receiver’s counsel, Dickinson Wright LLP (“Dickinson Wright”) regarding the townhouse development project located at 240 Yeomans, Belleville, Ontario (the “Project”);
- Dealing with Live Patrol Inc. to monitor the Project and corresponding regularly regarding security matters;
- Corresponding with Insureit Group Inc., the Company’s insurance broker, to request quotes for an extension of the policies;
- Drafting a letter to the Home Construction Regulatory Authority notifying them of the receivership proceedings;
- Corresponding with the Project’s architect, structural engineer and geotechnical engineer, including a call on November 29, 2024;
- Responding to inquiries from creditors and interested parties regarding the Project;
- Preparing a schedule of costs incurred to date and projected until December 31, 2024 and providing the same to Duca;

Request for Proposal

- Requesting proposals from four construction managers (the “Construction Managers”) to complete winterization work at the Project;

- Preparing a virtual data room with detailed information regarding the Project, including drawings, and designs for the purpose of providing the Construction Managers with information to perform due diligence;
- Preparing a confidentiality agreement for the Construction Managers to access the virtual data room;
- Corresponding and attending calls with the Construction Managers to assist with their due diligence, including calls on November 14, 15 and 18, 2024;
- Corresponding with Tert & Ross Ltd. to arrange site access for the Construction Managers;
- Reviewing the proposals from the Construction Managers;
- Corresponding with Duca regarding the proposals;
- Attending a call on November 25, 2024 with Duca and one of the Construction Managers;

Homebuyer Matters

- Corresponding with homebuyers regarding the receivership proceedings, including the status of their purchase agreements;

Other

- Maintaining the Service List in these proceedings;
- Convening internal meetings; and
- Dealing with all other matters not otherwise referred to herein.

Total fees and disbursements	\$	18,833.48
HST		2,448.35
Total due	\$	<u>21,281.83</u>

KSV Restructuring Inc.

2460467 Ontario Inc.

Time Summary

For the Period Ending November 30, 2024

Personnel	Rate (\$)	Hours	Amount (\$)
Bobby Kofman	850	12.15	10,327.50
Ben Luder	450	18.55	8,347.50
Other staff and administration		0.70	157.50
Total fees		31.40	18,832.50
Add: Out-of-pocket disbursements			0.98
Total fees and disbursements			18,833.48



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24600467 Ontario Inc.
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220 Bay Street, Suite 1300
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January 10, 2025

Invoice No: 4137
HST #: 818808768RT0001

INVOICE

Re: 2460467 Ontario Inc. (the "Company")

For professional services rendered in December 2024 by KSV Restructuring Inc. ("KSV") in its capacity as receiver of the Company, including:

General

- Dealing with Ivan Bogdanovich of Duca Financial Services Credit Union Limited ("Duca"), Duca's counsel, Borden Ladner Gervais LLP ("BLG") and the Receiver's counsel, Dickinson Wright LLP ("Dickinson Wright") regarding the townhouse development project located at 240 Yeomans, Belleville, Ontario (the "Project");
- Corresponding extensively with 59 project management inc., the construction manager selected to complete winterization work at the Project;
- Corresponding with the Project's geotechnical engineer to discuss the winterization work, including calls on December 3 and 4, 2024;
- Dealing with Live Patrol Inc. to monitor the Project and corresponding regularly regarding security matters;
- Corresponding with Insureit Group Inc., the Company's insurance broker, to finalize a 5-month extension of the Company's insurance policy;
- Responding to inquiries from creditors and interested parties regarding the Project;
- Preparing and maintaining a schedule of costs incurred to date and projected until December 31, 2024;

Court Matters

- Reviewing and commenting on the materials filed in connection with a motion heard on December 11, 2024 seeking, among other things, an increase to the Receiver's borrowing limit to \$1 million (the "December 11th Motion"), including;

- o the Motion Record of the Receiver dated December 5, 2024; and
- o the draft Order;
- Corresponding with Dickinson Wright and BLG regarding the December 11th Motion materials;
- Drafting KSV's First Report to Court dated December 5, 2024 (the "First Report");
- Corresponding with Dickinson Wright regarding the First Report;
- Attending at Court, virtually, for the December 11th Motion;

Homebuyer Matters

- Corresponding with homebuyers regarding the receivership proceedings, including the status of their purchase agreements;

Other

- Preparing a statement of receipts and disbursements;
- Maintaining the Service List in these proceedings;
- Convening internal meetings; and
- Dealing with all other matters not otherwise referred to herein.

Total fees and disbursements	\$ 23,573.23
HST	<u>3,064.52</u>
Total due	<u>\$ 26,637.75</u>

KSV Restructuring Inc.

2460467 Ontario Inc.

Time Summary

For the Period Ending December 31, 2024

Personnel	Rate (\$)	Hours	Amount (\$)
Bobby Kofman	850	12.95	11,007.50
Ben Luder	450	26.50	11,925.00
Other staff and administration		3.05	639.75
Total fees		42.50	23,572.25
Out-of-pocket disbursements			0.98
Total fees and disbursements			23,573.23



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February 10, 2025

24600467 Ontario Inc.
c/o KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

INVOICE

Re: 2460467 Ontario Inc. (the "Company")

Enclosed please find our invoice for services rendered in January 2025 by KSV Restructuring Inc. ("KSV") in its capacity as receiver of the Company.

Please note that consistent with our historical practice, our hourly rates increased effective January 1, 2025 as set out in the attached time summary.

Should you have any questions regarding the enclosed, please do not hesitate to contact us.

Yours very truly,

KSV RESTRUCTURING INC.

Bobby Kofman

BK:lq
Encl(s)



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24600467 Ontario Inc.
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220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

February 10, 2025

Invoice No: 4201
HST #: 818808768RT0001

INVOICE

Re: 2460467 Ontario Inc. (the "Company")

For professional services rendered in January 025 by KSV Restructuring Inc. ("KSV") in its capacity as receiver of the Company, including:

General

- Dealing with Duca Financial Services Credit Union Limited ("Duca"), Duca's counsel, Borden Ladner Gervais LLP ("BLG") and the Receiver's counsel, Dickinson Wright LLP ("Dickinson Wright") regarding the townhouse development project located at 240 Yeomans, Belleville, Ontario (the "Project");
- Attending a call on January 3, 2025 with Mr. Kam Patel, the Company's former director, and Fusioncorp Developments Inc. ("Fusion"), the former construction manager of the Project to discuss the status of the receivership;
- Corresponding extensively with 59 Project Management Inc. ("59"), the construction manager selected to complete winterization work at the Project, including attending a call on January 9, 2025;
- Reviewing an architectural report issued by 4 Architecture Inc., the Project's architect, detailing findings from a site visit on January 9, 2025;
- Corresponding with Duca regarding an offer from a third-party to purchase the Project;
- Corresponding with Torys LLP, counsel for Tarion Warranty Corporation, to coordinate a call to discuss the status of the receivership;

- Dealing with Live Patrol Inc. to monitor the Project and corresponding regularly regarding security matters;
- Responding to inquiries from creditors and interested parties regarding the Project;
- Preparing and maintaining a schedule of costs incurred to date and providing the same to Duca;

Request for Proposal

- Requesting proposals from Fusion and 59 to act as construction manager to complete the Project;
- Attending a call on January 13, 2025 with Fusion and Duca to discuss the Project;
- Corresponding with Tert & Ross Ltd. to arrange site access for Duca, Fusion and 59;

Homebuyer Matters

- Corresponding with homebuyers regarding the receivership proceedings, including the status of the Project and their purchase agreements;

Other

- Preparing a statement of receipts and disbursements;
- Maintaining the Service List in these proceedings;
- Convening internal meetings; and
- Dealing with all other matters not otherwise referred to herein.

Total fees and disbursements	\$	23,290.19
HST		<u>3,027.72</u>
Total due	\$	<u><u>26,317.91</u></u>

KSV Restructuring Inc.

2460467 Ontario Inc.

Time Summary

For the Period Ending January 31, 2025

Personnel	Rate (\$)*	Hours	Amount (\$)
Bobby Kofman	925	11.75	10,868.75
Ben Luder	475	25.00	11,875.00
Other staff and administration		2.45	543.00
Total fees and disbursements		39.20	23,286.75
Add: Out-of-pocket disbursements			3.44
			<u>23,290.19</u>

* Includes rate increases of \$50/hour for Mr. Kofman and \$25/hour for Mr. Luder effective January 1, 2025.



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March 10, 2025

24600467 Ontario Inc.
c/o KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

INVOICE

Re: 2460467 Ontario Inc. (the "Company")

Enclosed please find our invoice for services rendered in February 2025 by KSV Restructuring Inc. ("KSV") in its capacity as receiver of the Company. We will pay this invoice from the funds in the receivership bank account.

Should you have any questions regarding the enclosed, please do not hesitate to contact us.

Yours very truly,

KSV RESTRUCTURING INC.

Bobby Kofman

BK:lq
Encl(s)



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24600467 Ontario Inc.
c/o KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

March 10, 2025

Invoice No: 4264
HST #: 818808768RT0001

INVOICE

Re: 2460467 Ontario Inc. (the "Company")

For professional services rendered in February 2025 by KSV Restructuring Inc. ("KSV") in its capacity as receiver of the Company, including:

General

- Dealing with Duca Financial Services Credit Union Limited ("Duca"), Duca's counsel, Borden Ladner Gervais LLP ("BLG") and the Receiver's counsel, Dickinson Wright LLP ("Dickinson Wright") regarding the townhouse development located at 240 Yeomans, Belleville, Ontario (the "Project");
- Corresponding extensively with 59 Project Management Inc. ("59"), the construction manager selected to complete winterization work at the Project, including attending a call on February 12, 2025;
- Dealing with Duca to assist it to diligence its options to complete the Project;
- Corresponding with Duca regarding an offer from a third-party to purchase the Project (the "Prospective Purchaser");
- Providing certain documents to the Prospective Purchaser with respect to the Project;
- Attending a call on February 12, 2025 with Torys LLP, counsel for Tarion Warranty Corporation, to discuss the status of the receivership;
- Dealing with Live Patrol Inc. to monitor the Project and corresponding regularly regarding security matters;

- Responding to inquiries from purchasers, creditors and interested parties regarding the Project;
- Preparing and maintaining a schedule of costs incurred to date and providing the same to Duca;

Request for Proposal

- Reviewing and summarizing proposals from Fusion and 59 to act as construction manager to complete the Project (the "Proposals") and providing same to Duca;
- Attending a call on February 20, 2025 with Duca to discuss the Proposals;
- Attending a call on February 25, 2025 with Fusion and Duca to discuss Fusion's Proposal;
- Attending a call on February 25, 2025 with Glynn Group and Duca to discuss Fusion's construction budget;

Other

- Preparing an Interim Report of the Receiver pursuant to Subsection 246(2) of the *Bankruptcy and Insolvency Act*;
- Preparing a statement of receipts and disbursements;
- Maintaining the Service List in these proceedings;
- Convening internal meetings; and
- Dealing with all other matters not otherwise referred to herein.

Total fees and disbursements	\$	20,670.39
HST		<u>2,687.19</u>
Total due	\$	<u>23,357.88</u>

KSV Restructuring Inc.

2460467 Ontario Inc.

Time Summary

For the Period Ending February 28, 2025

Personnel	Rate (\$)	Hours	Amount (\$)
Bobby Kofman	925	8.05	7,446.25
Ben Luder	475	27.05	12,848.75
Other staff and administration		1.70	372.00
Total fees		36.80	20,667.00
Add: Out-of-pocket disbursements			3.69
Total fees and disbursements			20,670.69



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April 7, 2025

24600467 Ontario Inc.
c/o KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

INVOICE

Re: 2460467 Ontario Inc. (the "Company")

Enclosed please find our invoice for services rendered in March 2025 by KSV Restructuring Inc. ("KSV") in its capacity as receiver of the Company. We will pay this invoice from the funds in the receivership bank account.

Should you have any questions regarding the enclosed, please do not hesitate to contact us.

Yours very truly,

KSV RESTRUCTURING INC.

Bobby Kofman

BK:lq
Encl(s)



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24600467 Ontario Inc.
c/o KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

April 7, 2025

Invoice No: 4314
HST #: 818808768RT0001

INVOICE

Re: 2460467 Ontario Inc. (the "Company")

For professional services rendered in March 2025 by KSV Restructuring Inc. ("KSV") in its capacity as receiver of the Company, including:

General

- Dealing with Duca Financial Services Credit Union Limited ("Duca"), Duca's counsel, Borden Ladner Gervais LLP ("BLG") and the Receiver's counsel, Dickinson Wright LLP ("Dickinson Wright") regarding the townhouse development located at 240 Yeomans, Belleville, Ontario (the "Project");
- Corresponding with 59 Project Management Inc. ("59"), the construction manager selected to complete winterization work at the Project, regarding site issues;
- Dealing with Duca to assist it to diligence its options to complete the Project;
- Attending a call on March 17, 2025 with Westmount Guarantee Services Inc. to discuss the status of the receivership;
- Dealing with Live Patrol Inc. to monitor the Project and corresponding regularly regarding security matters;
- Responding to inquiries from purchasers, creditors and interested parties regarding the Project;
- Preparing and maintaining a schedule of costs incurred to date and providing the same to Duca;
- Corresponding with Owens Wright LLP, the firm holding purchaser deposits in trust, to discuss interest earned on the deposits;

Construction Matters

- Attending a call on March 4, 2025 with Duca to discuss next steps regarding the selection of a construction manager to complete the Project;
- Attending a call on March 5, 2025 with Duca and 59 to discuss its proposal to complete the Project;
- Attending a call on March 13, 2025 with a representative from the City of Belleville to discuss the process to extend the Project's building permits;
- Attending a follow-up call on March 21, 2025 with Duca and 59 to discuss the completion of the Project;
- Corresponding with Torsys LLP, counsel to Tarion, regarding the selection of a construction manager;
- Corresponding directly with Tarion regarding 59 and Fusion and corresponding with Duca regarding same;
- Attending a call on March 28, 2025 with Duca, BLG and Dickison Wright to discuss the Tarion issue;

Other

- Maintaining the Service List in these proceedings;
- Convening internal meetings; and
- Dealing with all other matters not otherwise referred to herein.

Total fees and disbursements	\$	20,343.15
HST		<u>2,645.91</u>
Total due	\$	<u><u>22,999.06</u></u>

KSV Restructuring Inc.

2460467 Ontario Inc.

Time Summary

For the Period Ending March 31, 2025

Personnel	Rate (\$)	Hours	Amount (\$)
Bobby Kofman	925	12.05	11,146.25
Ben Luder	475	18.05	8,573.75
Other staff and administration		2.95	627.00
Total fees		33.05	20,347.00
Add: Out-of-pocket disbursements			6.15
Total fees and disbursements			20,353.15



Bobby Kofman

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May 8, 2025

24600467 Ontario Inc.
c/o KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

Re: 2460467 Ontario Inc. (the "Company")

Enclosed please find our invoice for services rendered in April 2025.

Should you have any questions regarding the enclosed, please do not hesitate to contact us.

Yours very truly,

KSV RESTRUCTURING INC.

Bobby Kofman

BK:lq
Encl(s)

**ksv advisory inc.**

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ksvadvisory.com

24600467 Ontario Inc.
c/o KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

May 8, 2025

Invoice No: 4393
HST #: 818808768RT0001

INVOICE**Re: 2460467 Ontario Inc. (the "Company")**

For professional services rendered in April 2025 by KSV Restructuring Inc. ("KSV") in its capacity as receiver of the Company, including:

General

- Dealing with Duca Financial Services Credit Union Limited ("Duca"), Duca's counsel, Borden Ladner Gervais LLP ("BLG") and the Receiver's counsel, Dickinson Wright LLP ("Dickinson Wright") regarding the townhouse development located at 240 Yeomans, Belleville, Ontario (the "Project");
- Corresponding extensively with Fusion regarding the Project, as more fully detailed herein;
- Attending a call on April 4, 2025 with Westmount Guarantee Services Inc. ("Westmount") to discuss the status of the Project's Tarion bond;
- Attending a call on April 7, 2025 with Westmount and Duca to discuss a Cooperation Agreement regarding the Project's Tarion bond;
- Reviewing and commenting on a draft Cooperation Agreement and discussing same with BLG;
- Attending a call on April 14, 2025 with Fasken Martineau Dumoulin LLP, Westmount's counsel, regarding the status of the Project;
- Dealing with Live Patrol Inc. to monitor the Project and corresponding regularly regarding security matters;

- Corresponding with Insureit Group Inc., the Company's insurance broker, to request quotes for an extension of the policies;
- Responding to inquiries from purchasers, creditors and interested parties regarding the Project;
- Preparing and maintaining a schedule of costs incurred to date and providing the same to Duca;

Court Matters

- Reviewing and commenting on the draft materials filed in connection with a motion to be heard on May 5, 2025 seeking, among other things, authorization to enter into a Completion Agreement and a CCDC 5B with Fusioncorp Development Inc. ("Fusioncorp") and increase the Receiver's borrowing limit to \$14 million (the "May 5th Motion"), including;
 - o the Motion Record of the Receiver dated April 30, 2025;
 - o the Factum of the Receiver dated May 2, 2025;
 - o the Completion Agreement and CCDC 5B; and
 - o the draft Order;
- Corresponding extensively with Dickinson Wright and BLG regarding the May 5th Motion materials;
- Drafting KSV's Second Report to Court dated April 30, 2025 (the "Second Report");
- Corresponding with Dickinson Wright regarding the Second Report;

Construction Matters

- Corresponding with 59 Project Management Inc. ("59") regarding its role as an advisor for the Project and retaining 59 on that basis;
- Attending a call on April 2, 2025 with Fusion and Duca to discuss recommencing construction of the Project and a new CCDC contract;
- Reviewing and commenting on Fusion's budget to complete construction of the Project;
- Attending a call on April 9, 2025 with Duca and Glynn Group, the Project's cost consultant, to discuss re-engaging for the completion of the Project;
- Attending a call on April 10, 2025 with Duca, BLG, Dickinson Wright and Fusion to discuss the status of a new CCDC 5B agreement;
- Reviewing and commenting on multiple versions of the Completion Agreement and CCDC 5B;
- Corresponding extensively with Fusion and its counsel, Fridmar Professional Corporation, regarding the Completion Agreement and CCDC 5B, including attending calls on April 24, 25 and 30, 2025;
- Corresponding with a representative from the City of Belleville to extend the Project's building permits;

Other

- Preparing a statement of receipts and disbursements for the period ending April 29, 2025;
- Maintaining the Service List in these proceedings;
- Convening internal meetings; and
- Dealing with all other matters not otherwise referred to herein.

Total fees and disbursements	\$	50,475.90
HST		<u>6,561.87</u>
Total due	\$	<u><u>57,037.77</u></u>

KSV Restructuring Inc.

2460467 Ontario Inc.

Time Summary

For the Period Ending April 30, 2025

Personnel	Rate (\$)	Hours	Amount (\$)
Bobby Kofman	925	26.35	24,373.75
Ben Luder	475	53.00	25,175.00
Other staff and administration		4.05	921.00
Total fees and disbursements		83.40	50,469.75
Add: Out-of-pocket disbursements			6.15
			<u>50,475.90</u>



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June 10, 2025

24600467 Ontario Inc.
c/o KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

INVOICE

Re: 2460467 Ontario Inc. (the "Company")

Enclosed please find our invoice for services rendered in May 2025. We will pay this invoice from the funds in the receivership bank account.

Should you have any questions regarding the enclosed, please do not hesitate to contact us.

Yours very truly,

KSV RESTRUCTURING INC.

Bobby Kofman

BK:lq
Encl(s)



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24600467 Ontario Inc.
c/o KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

June 10, 2025

Invoice No: 4477
HST #: 818808768RT0001

INVOICE

Re: 2460467 Ontario Inc. (the “Company”)

For professional services rendered in May 2025 by KSV Restructuring Inc. (“KSV”) in its capacity as receiver of the Company, including:

General

- Dealing with Duca Financial Services Credit Union Limited (“Duca”), Duca’s counsel, Borden Ladner Gervais LLP (“BLG”) and the Receiver’s counsel, Dickinson Wright LLP (“Dickinson Wright”) regarding the townhouse development located at 240 Yeomans, Belleville, Ontario (the “Project”);
- Corresponding extensively with Fusioncorp Development Inc. (“Fusion”) regarding the Project, as more fully detailed herein;
- Attending a call on May 27, 2025 with BLG to discuss the Cooperation Agreement with Westmount regarding the Project’s Tarion bond;
- Reviewing and commenting on a draft Cooperation Agreement and discussing same with Dickinson Wright and BLG;
- Corresponding with Westmount’s legal counsel, Fasken Martineau DuMoulin LLP, regarding the Cooperation Agreement;
- Corresponding with Insureit Group Inc., the Company’s insurance broker, to coordinate a 12-month extension of the Companies’ policies;
- Responding to inquiries from purchasers, creditors and interested parties regarding the Project;
- Preparing and maintaining a schedule of costs incurred to date and providing the same to Duca;

Court Matters

- Drafting KSV's Supplement to Second Report to Court dated May 2, 2025 (the "Supplement") in relation to a motion heard on May 5, 2025 and, due to an adjournment, on May 14, 2025 to authorize, among other things, the retention of Fusion as construction manager for the Project and the increase of Receiver's borrowing limit to \$14 million;
- Corresponding with Dickinson Wright, BLG and Fusion regarding the Supplement;
- Attending calls on May 2 and 7, 2025 with counsel for a lien claimant, Quality Mechanical, to discuss the tendering process;
- Attending in Court, virtually, on May 5 and 14, 2025;
- Reviewing the endorsements issued by Justice Kershman dated May 5 and 14, 2025 and the Court Order dated May 14, 2025;

Construction Matters

- Corresponding extensively with Fusion regarding all aspects of recommencing construction, including the trade tendering process, re-engaging the Project's consultants and mold remediation and attending calls on May 14, 15, 20, 22 and 27, 2025 regarding same;
- Corresponding with 59 Project Management Inc. ("59 PM") regarding its role as an advisor for the Project;
- Attending weekly status calls with Fusion, Duca and 59 PM including calls on May 16, 21 and 28, 2025;
- Reviewing and commenting on a Mold Assessment report prepared by DS Consultants Ltd. dated May 5, 2025 and providing same to Duca;
- Reviewing and commenting on a Mold Abatement report prepared by DS Consultants Ltd. dated May 26, 2025 and providing same to Duca;
- Reviewing and commenting on various consultant engagement letters and providing comments to Fusion;
- Attending a call with Glynn Group on May 16, 2025 to discuss an engagement letter to act as the Project's cost consultant;
- Reviewing a CCDC12 form and discussing same with Duca;
- Corresponding with a representative from the City of Belleville to extend the Project's building permits;

Other

- Preparing a notice dated May 14, 2025 to the townhouse purchasers providing an update on the recommencement of construction on the Project;
- Corresponding with Royal Star Reality Inc., the realtor for the Project, regarding a prospective purchaser, including attending a call on May 15, 2025;

- Filing HST returns for the Company and corresponding with Canada Revenue Agency regarding same, including attending a call on May 21, 2025;
- Maintaining the Service List in these proceedings;
- Convening internal meetings; and
- Dealing with all other matters not otherwise referred to herein.

Total fees and disbursements	\$	36,300.75
HST		<u>4,719.10</u>
Total due	\$	<u><u>41,019.85</u></u>

KSV Restructuring Inc.

2460467 Ontario Inc.

Time Summary

For the Period Ending May 31, 2025

Personnel	Rate (\$)	Hours	Amount (\$)
Bobby Kofman	925	19.90	18,407.50
Ben Luder	475	34.45	16,363.75
Other staff and administration		2.45	529.50
Total fees and disbursements		56.80	35,300.75
Add: Out-of-pocket disbursements			
Firmex			1,000.00
			<u>36,300.75</u>
		HST	4,719.10
		Total	<u>41,019.85</u>



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24600467 Ontario Inc.
c/o KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

July 9, 2025

Invoice No: 4537
HST #: 818808768RT0001

INVOICE

Re: 2460467 Ontario Inc. (the "Company")

For professional services rendered in June 2025 by KSV Restructuring Inc. ("KSV") in its capacity as receiver of the Company, including:

General

- Dealing with Duca Financial Services Credit Union Limited ("Duca"), Duca's counsel, Borden Ladner Gervais LLP ("BLG") and the Receiver's counsel, Dickinson Wright LLP ("Dickinson Wright") regarding the townhouse development located at 240 Yeomans, Belleville, Ontario (the "Project");
- Corresponding extensively with Fusioncorp Development Inc. ("Fusion"), the Construction Manager, regarding the Project, as more fully detailed herein;
- Attending a call on June 4, 2025 with BLG and Dickinson Wright to discuss the Cooperation Agreement between the Receiver and Westmount Guarantee Services Inc. ("Westmount");
- Reviewing and commenting on multiple versions of the draft Cooperation Agreement and discussing same with Dickinson Wright and BLG;
- Corresponding with Westmount's legal counsel, Fasken Martineau DuMoulin LLP ("Fasken"), regarding the Cooperation Agreement;
- Responding to Westmount's information requests concerning the Project;
- Attending a call on June 20, 2025 with Fasken, BLG and Dickinson Wright to discuss the Cooperation Agreement;

- Corresponding with Insureit Group Inc., the Company's insurance broker, to extend coverage for 12-months and binding same;
- Providing the new insurance policies to Duca and Fusion;
- Responding to inquiries from purchasers, creditors and interested parties regarding the Project;
- Preparing and maintaining a schedule of costs incurred to date and providing the same to Duca;

Construction Matters

- Corresponding extensively with Fusion regarding construction issues, including the trade tendering process, re-engaging the Project's consultants, remediation issues, and attending calls on June 2, 5, 6, 10, 12, 20, and 30, 2025 regarding same;
- Completing a CCDC12 form and providing same to Fusion;
- Corresponding with 59 Project Management Inc. ("59 PM") regarding Project issues, including tendering and scheduling;
- Attending weekly status calls with Fusion, Duca and 59 PM including calls on June 5, 11, 18, and 25, 2025;
- Reviewing and commenting on various consultant engagement letters and providing comments to Fusion;
- Reviewing tender recommendations provided by Fusion, corresponding with Fusion and 59 PM regarding same and approving same;
- Reviewing draw requests received from Fusion for April and May 2025 and corresponding with Fusion regarding same;
- Attending a call on June 10, 2025 with 59 PM to discuss holdback issues;
- Attending a call on June 10, 2025 with Fusion and its legal counsel to discuss the draw request process;
- Attending a call on June 11, 2025 with Owens Wright LLP ("Owens Wright"), the firm which holds the deposits held in trust, to discuss, among other things, the condo declaration process;
- Attending a call on June 23, 2025 with Duca and 59 PM to discuss the status of the Project;
- Attending a call on June 23, 2025 with Fusion and 59 PM to review the draft construction schedule;
- Attending a call on June 24, 2025 with Owens Wright, Dickinson Wright and Fusion regarding the condo registration process;
- Attending a call on June 25, 2025 with Duca, Fusion, Glynn Group, 59 PM to discuss Glynn Group's role in the draw request process;
- Attending a call on June 30, 2025 with Fusion to discuss renewal of the Company's license with the Home Construction Regulatory Authority;

Other

- Filing HST returns for the Company with Canada Revenue Agency;
- Maintaining and updating a rolling list of action items;
- Maintaining the Service List in these proceedings;
- Convening internal meetings; and
- Dealing with all other matters not otherwise referred to herein.

Total fees and disbursements	\$	38,047.73
HST		<u>4,946.20</u>
Total due	\$	<u><u>42,993.93</u></u>

KSV Restructuring Inc.

2460467 Ontario Inc.

Time Summary

For the Period Ending June 30, 2025

Personnel	Rate (\$)	Hours	Amount (\$)
Bobby Kofman	925	18.85	17,436.25
Ben Luder	475	40.30	19,142.50
Other staff and administration		5.30	1,467.75
Total fees and disbursements		64.45	38,046.50
Add: Out-of-pocket disbursements			1.23
Total fees and disbursements			38,047.73



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24600467 Ontario Inc.
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220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

August 12, 2025

Invoice No: 4596
HST #: 818808768RT0001

INVOICE

Re: 2460467 Ontario Inc. (the "Company")

For professional services rendered in July 2025 by KSV Restructuring Inc. ("KSV") in its capacity as receiver of the Company, including:

General

- Dealing with Duca Financial Services Credit Union Limited ("Duca"), Duca's counsel, Borden Ladner Gervais LLP ("BLG") and the Receiver's counsel, Dickinson Wright LLP ("Dickinson Wright") regarding the townhouse development located at 240 Yeomans, Belleville, Ontario (the "Project");
- Corresponding extensively with Fusioncorp Development Inc. ("Fusion"), the Construction Manager, regarding the Project, as more fully detailed herein;
- Attending a call on July 25, 2025 with Owens Wright LLP ("Owens Wright"), Fusion and Dickinson Wright to discuss the critical dates (the "Critical Dates") in the pre-construction agreements of purchase and sale (the "APSS") for the Project and the related Tarion notices sent to the Project's purchasers;
- Attending a call on July 30, 2025 with Duca, BLG and Dickinson Wright regarding the Critical Dates;
- Preparing a summary of the APSs and providing same to Fasken Martineau DuMoulin LLP, legal counsel to Westmount Guarantee Services Inc.;
- Preparing a summary of the commissions payable in the APSs and providing same to Duca;

- Corresponding with the City of Belleville to confirm the extension of the Project's building permits;
- Responding to inquiries from purchasers, creditors and interested parties regarding the Project;
- Preparing and maintaining a schedule of costs incurred to date and providing the same to Duca;

Construction Matters

- Corresponding extensively with Fusion regarding construction issues, including the trade tendering process, re-engaging the Project's consultants, remediation issues, and attending calls on July 7, 8, 9, 24, 28, and 30, 2025 regarding same;
- Corresponding with 59 Project Management Inc. ("59 PM") regarding Project issues, including tendering and scheduling;
- Reviewing tender recommendations provided by Fusion, corresponding with Fusion and 59 PM regarding same and approving same;
- Attending weekly status calls with Fusion, Duca and 59 PM including calls on July 2, 9, 16, 23 and 30, 2025;
- Attending calls on July 4 and 8, 2025 with Enercare regarding a Rental Equipment Site Agreement and executing same;
- Attending a call on July 14, 2025 with Fusion and 59 PM to review the draft construction schedule;
- Attending calls on July 25 and 30, 2025 with the Home Construction Regulatory Authority ("HCRA") to discuss the renewal process for the Company's HCRA license;
- Attending a call on July 28, 2025 with Fusion and 59 PM to discuss HCRA requirements;
- Reviewing reports issued by Three Hills Engineering Ltd., the Project's structural engineer, regarding Blocks A, B, C and D;

Construction Draws

- Corresponding with Glynn Group ("Glynn"), the cost consultant for the Project, regarding Fusion's draw requests and the preparation of a budget report for the Project;
- Reviewing draw requests received from Fusion for June 2025 and corresponding with Fusion, 59 PM and Glynn regarding same;
- Attending a call on July 21, 2025 with Glynn regarding receivership costs to date and providing same to Glynn;
- Attending calls on July 16 and 21, 2025 with Glynn, Fusion and 59 PM to discuss Glynn's request list in relation to its reporting;
- Attending calls on July 18 and 25, 2025 with Fusion and Glynn to discuss accounting requirements and review information on Procore, the project management software used by Fusion for the Project;

Other

- Filing HST returns for the Company with Canada Revenue Agency;
- Maintaining and updating a rolling list of action items;
- Convening internal meetings; and
- Dealing with all other matters not otherwise referred to herein.

Total fees and disbursements	\$	34,687.73
HST		<u>4,509.40</u>
Total due	\$	<u><u>39,197.13</u></u>

KSV Restructuring Inc.

2460467 Ontario Inc.

Time Summary

For the Period Ending July 31, 2025

Personnel	Rate (\$)*	Hours	Amount (\$)
Bobby Kofman	925	16.50	15,262.50
Ben Luder	500	37.70	18,850.00
Other staff and administration		2.65	574.00
Total fees		56.85	34,686.50
Add: Out-of-pocket disbursements			1.23
Total fees and disbursements			34,687.73

*Please note that effective July 1, 2025, the hourly rate for Mr. Luder has increased from \$475 to \$500.



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24600467 Ontario Inc.
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220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

September 5, 2025

Invoice No: 4655
HST #: 818808768RT0001

INVOICE

Re: 2460467 Ontario Inc. (the "Company")

For professional services rendered in August 2025 by KSV Restructuring Inc. ("KSV") in its capacity as receiver of the Company, including:

General

- Dealing with Duca Financial Services Credit Union Limited ("Duca"), Duca's counsel, Borden Ladner Gervais LLP ("BLG") and the Receiver's counsel, Dickinson Wright LLP ("Dickinson Wright") regarding the townhouse development located at 240 Yeomans, Belleville, Ontario (the "Project");
- Corresponding extensively with Fusioncorp Development Inc. ("Fusion"), the Construction Manager, regarding the Project, as more fully detailed herein;
- Corresponding with Owens Wright LLP and Dickinson Wright regarding the critical dates (the "Critical Dates") in the pre-construction agreements of purchase and sale for the Project and the related Tarion notices sent to the Project's purchasers (the "Notice of Unavoidable Delay");
- Discussing the Notice of Unavoidable Delay with Dickinson Wright and reviewing on a memo prepared by Dickinson Wright regarding this issue;;
- Discussing the Notice of Unavoidable Delay issue with Duca;
- Responding to inquiries from purchasers and creditors regarding the Project;
- Preparing and maintaining a schedule of costs incurred to date and providing the same to Duca;

Construction Matters

- Corresponding extensively with Fusion regarding construction issues, including the trade tendering process, re-engaging the Project's consultants, remediation issues, and attending calls on August 5, 6, 7, 8, 11, 14, 15, 18, 19, 2025 regarding same;
- Corresponding with 59 Project Management Inc. ("59 PM") regarding Project issues, including tendering and scheduling;
- Reviewing tender recommendations provided by Fusion, corresponding with Fusion and 59 PM regarding same and approving same;
- Attending weekly status calls with Fusion, Duca and 59 PM including calls on August 6, 15, 20 and 27, 2025;
- Attending a call on August 15, 2025 with Glynn and Fusion to discuss the construction schedule;
- Corresponding with the Home Construction Regulatory Authority ("HCRA") to discuss the renewal process for the Company's HCRA license, including attending calls on August 5 and 26, 2025;

Construction Draws

- Corresponding with Glynn Group ("Glynn"), the cost consultant for the Project, regarding Fusion's draw requests and the preparation of a budget report for the Project (the "Glynn Report");
- Reviewing and commenting on the Glynn Report;
- Attending a call on August 22, 2025 with Duca and Glynn regarding the draft Glynn Report;
- Reviewing draw requests received from Fusion for July 2025 and corresponding with Fusion, 59 PM and Glynn regarding same;
- Attending calls on August 11, 13, 14 and 26, 2025 with Glynn regarding the Glynn Report;

Other

- Filing HST returns for the Company with Canada Revenue Agency;
- Maintaining and updating a rolling list of action items;
- Convening internal meetings; and
- Dealing with all other matters not otherwise referred to herein.

Total fees and disbursements	\$	22,532.73
HST		2,929.25
Total due	\$	<u>25,461.98</u>

KSV Restructuring Inc.

2460467 Ontario Inc.

Time Summary

For the Period Ending August 31, 2025

Personnel	Rate (\$)	Hours	Amount (\$)
Bobby Kofman	925	9.90	9,157.50
Ben Luder	500	25.70	12,850.00
Other staff and administration		2.35	524.00
Total fees		37.95	22,531.50
Add: Out-of-pocket disbursements			1.23
Total fees and disbursements			22,532.73



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24600467 Ontario Inc.
c/o KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

October 14, 2025

Invoice No: 4726
HST #: 818808768RT0001

INVOICE

Re: 2460467 Ontario Inc. (the "Company")

For professional services rendered in September 2025 by KSV Restructuring Inc. ("**KSV**") in its capacity as receiver of the Company, including:

General

- Dealing with Duca Financial Services Credit Union Limited ("**Duca**"), Duca's counsel, Borden Ladner Gervais LLP ("**BLG**") and the Receiver's counsel, Dickinson Wright LLP ("**Dickinson Wright**") regarding the townhouse development located at 240 Yeomans, Belleville, Ontario (the "**Project**");
- Corresponding extensively with Fusioncorp Development Inc. ("**Fusion**"), the Construction Manager, regarding the Project, as more fully detailed herein;
- Corresponding with Owens Wright LLP ("**Owens Wright**") and Dickinson Wright regarding the critical dates (the "**Critical Dates**") in the pre-construction agreements of purchase and sale for the Project and the related Tarion notices sent to the Project's purchasers (the "**Notice of Unavoidable Delay**"), including attending a call on September 3, 2025;
- Discussing with BLG and Dickinson Wright the Notice of Unavoidable Delay issue issued by the Company prior to the receivership;

- Attending a call on September 10, 2025 with Fusion, Dickinson Wright, Owens Wright, Royal Property Management, the Project's property manager, The Biglieri Group Ltd., the Project's planner and IBW Surveyors, the Project's surveyor to discuss the condo registration process;
- Corresponding with Owens Wright regarding the condo registration process;
- Corresponding with the Home Construction Regulatory Authority ("**HCRA**") to discuss the renewal process for the Company's HCRA license;
- Responding to inquiries from purchasers and creditors regarding the Project;
- Preparing and maintaining a schedule of Project costs and providing the same to Duca;

Construction Matters

- Corresponding extensively with Fusion regarding construction issues, including the trade tendering process, re-engaging the Project's consultants, remediation issues, and attending calls on September 4 and 10, 2025 regarding same;
- Corresponding with 59 Project Management Inc. ("**59 PM**") regarding Project issues, including tendering, budgeting and scheduling;
- Reviewing tender recommendations provided by Fusion, corresponding with Fusion and 59 PM regarding same and approving same;
- Attending weekly status calls with Fusion, Duca and 59 PM including calls on September 3, 10, 17 and 24, 2025;

Construction Draws

- Corresponding with Glynn Group ("**Glynn**"), the cost consultant for the Project, regarding Fusion's draw requests and the preparation of a budget report for the Project (the "**Glynn Report**");
- Reviewing and commenting on the Glynn Report;
- Reviewing draw requests received from Fusion for August 2025 and corresponding with Fusion, 59 PM and Glynn regarding same;
- Attending calls on September 2, 4 and 9, 2025 with Glynn regarding the Glynn Report;
- Reviewing a budget report provided by Fusion;
- Reviewing a site inspection report dated September 23, 2025 issued by the City of Belleville and discussing same with Fusion, 59 PM and Duca;

Other

- Filing HST returns for the Company with Canada Revenue Agency;
- Preparing an Interim Report of the Receiver pursuant to Subsection 246(2) of the *Bankruptcy and Insolvency Act*;
- Maintaining and updating a rolling list of action items;
- Convening internal meetings; and
- Dealing with all other matters not otherwise referred to herein.

Total fees as per attached time summary	\$	24,530.75
HST		<u>3,189.00</u>
Total due	\$	<u><u>27,719.75</u></u>

KSV Restructuring Inc.
2460467 Ontario Inc.

Time Summary

For the Period Ending September 30, 2025

Personnel	Rate (\$)	Hours	Amount (\$)
Bobby Kofman	925	12.85	11,886.25
Ben Luder	500	23.50	11,750.00
Other staff and administration		4.10	894.50
Total fees		<u>40.45</u>	<u>24,530.75</u>



Bobby Kofman

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24600467 Ontario Inc.
c/o KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

November 6, 2025

Invoice No: 4780
HST #: 818808768RT0001

INVOICE

Re: 2460467 Ontario Inc. (the "Company")

For professional services rendered in October 2025 by KSV Restructuring Inc. ("**KSV**") in its capacity as receiver of the Company, including:

General

- Dealing with Duca Financial Services Credit Union Limited ("**Duca**"), Duca's counsel, Borden Ladner Gervais LLP ("**BLG**") and the Receiver's counsel, Dickinson Wright LLP ("**Dickinson Wright**") regarding the townhouse development located at 240 Yeomans, Belleville, Ontario (the "**Project**");
- Corresponding extensively with Fusioncorp Development Inc. ("**Fusion**"), the Construction Manager, regarding the Project, as more fully detailed herein;
- Responding to inquiries from purchasers and creditors regarding the Project;
- Preparing and maintaining a schedule of Project costs and providing the same to Duca;
- Corresponding with the Home Construction Regulatory Authority ("**HCRA**") to discuss the renewal process for the Company's HCRA license;

Construction Matters

- Corresponding extensively with Fusion regarding construction issues, including the tendering process, remediation issues, the construction schedule, and attending calls on October 8, 17, 22, 23 and 30, 2025 regarding same;
- Corresponding with 59 Project Management Inc. ("**59 PM**") regarding Project issues, including tendering, budgeting and scheduling;

- Reviewing tender recommendations provided by Fusion, corresponding with Fusion and 59 PM regarding same and approving same;
- Attending Project status calls on October 1, 8, 15, 22 and 29, 2025 with Fusion, Duca and 59 PM including calls;
- Reviewing structural and mechanical reports from the Project's consultants and providing same to Glynn Group ("**Glynn**"), the cost consultant for the Project;
- Attending a call on October 21, 2025 with 59 PM and Fusion to discuss various change orders;
- Reviewing a site instruction report dated October 24, 2025 (the "**Site Instruction**") issued by 4 Architecture Inc. ("**4 Architecture**"), the Project's architect, regarding a fire stopping issue at the Project
- Attending a call on October 24, 2025 with Fusion, 59 PM and 4 Architecture Inc., the Project's architect, to discuss the Site Instruction;
- Reviewing a budget report provided by Fusion;
- Attending a call on October 31, 2025 with Battlefield Equipment Rentals to discuss winter heating requirements for the Project;
- Corresponding with 59 PM regarding a procedure to release holdback to the trades;
- Reviewing 59 PM's comments on Fusion's construction schedule and discussing same with 59 PM;

Construction Draws

- Corresponding with Glynn regarding Fusion's draw requests and the preparation of a budget report for the Project (the "**Glynn Report**");
- Reviewing draw requests received from Fusion for September 2025 and corresponding with Fusion, 59 PM and Glynn regarding same;
- Reviewing a summary of Fusion's personnel costs charged to the Project;
- Attending calls on October 21 and 23, 2025 with Glynn regarding the Glynn Report;
- Reviewing and commenting on the Glynn Report;

Other

- Attending a call on October 6, 2025 with Royal Star Realty Inc., the Project's realtor, to discuss the status of the Project;
- Attending a site meeting on October 14, 2025;
- Attending a call on October 31, 2025 with Fusion, Tarion Warranty Corporation and its legal counsel, Torgs LLP, to discuss the status of the Project;
- Filing HST returns for the Company with Canada Revenue Agency;

- Preparing a statement of receipts and disbursements;
- Maintaining and updating a rolling list of action items;
- Convening internal meetings; and
- Dealing with all other matters not otherwise referred to herein.

Total fees and disbursements	\$	44,744.96
HST		<u>5,800.74</u>
Total due	\$	<u><u>50,595.70</u></u>

KSV Restructuring Inc.

2460467 Ontario Inc.

Time Summary

For the Period Ending October 31, 2025

Personnel	Rate (\$)	Hours	Amount (\$)
Bobby Kofman	925	21.10	19,517.50
Ben Luder	500	48.50	24,250.00
Other staff and administration		3.90	853.50
Total fees		73.50	44,621.00
Add: Out-of-pocket disbursements			153.96
Total fees and disbursements			44,774.96



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2460467 Ontario Inc.
c/o KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

December 4, 2025

Invoice No: 4848
HST #: 818808768RT0001

INVOICE

Re: 2460467 Ontario Inc. (the "Company")

For professional services rendered in November 2025 by KSV Restructuring Inc. ("**KSV**") in its capacity as receiver of the Company, including:

General

- Dealing with Duca Financial Services Credit Union Limited ("**Duca**"), Duca's counsel, Borden Ladner Gervais LLP ("**BLG**") and the Receiver's counsel, Dickinson Wright LLP ("**Dickinson Wright**") regarding the townhouse development located at 240 Yeomans, Belleville, Ontario (the "**Project**");
- Corresponding extensively with Fusioncorp Development Inc. ("**Fusion**"), the Construction Manager, regarding the Project, as more fully detailed herein;
- Responding to inquiries from purchasers and creditors regarding the Project;
- Preparing and maintaining a schedule of Project costs and providing the same to Duca;

Construction Matters

- Corresponding extensively with Fusion regarding construction issues, including the tendering process, remediation issues, the construction schedule, and attending calls on November 3, 6, 13 and 14, 2025 regarding same;
- Corresponding with 59 Project Management Inc. ("**59 PM**") regarding Project issues, including tendering, budgeting and scheduling;
- Attending a call on November 4, 2025 to discuss the construction schedule;

- Reviewing tender recommendations provided by Fusion, corresponding with Fusion and 59 PM regarding same and approving same;
- Attending Project status calls on November 5, 12, 19, and 26, 2025 with Fusion, Duca and 59 PM;
- Reviewing site inspection reports from DS Consultants Ltd. and corresponding with 59 PM regarding same;
- Attending a call on November 12, 2025 with Battlefield Equipment Rentals to discuss winter heating requirements for the Project;
- Attending calls on November 13 and 14, 2025 with Fusion, 59 PM and 4 Architecture Inc., the Project's architect, to discuss the fire stopping issue in Blocks A and B;
- Reviewing a budget report provided by Fusion;
- Corresponding with 59 PM regarding procedures to release holdback to trades;
- Reviewing 59 PM's comments on Fusion's construction schedule and discussing same with 59 PM;

Purchaser Matters

- Corresponding with Dickinson Wright and Owens Wright LLP regarding a notice sent to purchasers on • advising of their anticipated closing dates (the "**Notice**");
- Corresponding with Fusion regarding the closing dates specified in the Notice;
- Reviewing and commenting on the Notice and attending calls with Dickinson Wright and Owens Wright on November 18 and 28, 2025;

Construction Draws

- Corresponding with Glynn Group ("**Glynn**"), the cost consultant for the Project, regarding Fusion's draw requests and preparation of a budget report for the Project (the "**Glynn Report**");
- Reviewing a draw request received from Fusion for October 2025 and corresponding with Fusion, 59 PM and Glynn regarding same;
- Attending a call on November 25, 2025 with Glynn regarding the Glynn Report;
- Reviewing and commenting on the Glynn Report;
- Attending a call on November 27, 2025 with Fusion, Glynn, 59 PM and Duca regarding the construction budget;

Other

- Attending a site meeting on November 25, 2025;
- Filing HST returns for the Company with Canada Revenue Agency;

- Preparing a statement of receipts and disbursements for the period ending November 2, 2025;
- Maintaining and updating a rolling list of action items;
- Convening internal meetings; and
- Dealing with all other matters not otherwise referred to herein.

Total fees and disbursements	\$	33,251.66
HST		<u>4,322.72</u>
Total due	\$	<u><u>37,574.38</u></u>

KSV Restructuring Inc.

2460467 Ontario Inc.

Time Summary

For the Period Ending November 30, 2025

Personnel	Rate (\$)	Hours	Amount (\$)
Bobby Kofman	925	18.95	17,528.75
Ben Luder	500	29.50	14,750.00
Other staff and administration		4.25	925.50
Total fees		52.70	33,204.25
Add: Out-of-pocket disbursements			47.41
Total fees and disbursements			33,251.66



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2460467 Ontario Inc.
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January 15, 2026

Invoice No: 4994
HST #: 818808768RT0001

INVOICE

Re: 2460467 Ontario Inc. (the “Company”)

For professional services rendered in December 2025 by KSV Restructuring Inc. (“**KSV**”) in its capacity as receiver of the Company, including:

General

- Dealing with Duca Financial Services Credit Union Limited (“**Duca**”), Duca’s counsel, Borden Ladner Gervais LLP (“**BLG**”) and the Receiver’s counsel, Dickinson Wright LLP (“**Dickinson Wright**”) regarding the townhouse development located at 240 Yeomans, Belleville, Ontario (the “**Project**”);
- Corresponding extensively with Fusioncorp Development Inc. (“**Fusion**”), the Construction Manager, regarding the Project, as more fully detailed herein;
- Responding to inquiries from purchasers and creditors regarding the Project;
- Preparing and maintaining a schedule of Project costs and providing the same to Duca;

Construction Matters

- Corresponding extensively with Fusion regarding construction issues, including remediation issues, the construction schedule, the construction budget and attending calls on December 1, 8, 10, 12, 17, and 19, 2025 regarding same;
- Corresponding with 59 Project Management Inc. (“**59 PM**”) regarding Project issues, including budgeting and scheduling;
- Attending Project status calls on December 3, 10, and 17, 2025 with Fusion, Duca and 59 PM;
- Reviewing a budget report provided by Fusion;

- Attending a call on December 19, 2025 with 59 PM, Owens Wright LLP and IBW Surveyors Ltd., the Project's surveyor, to discuss the condo registration process;
- Corresponding with 59 PM, Glynn and Fusion regarding the historical installation of "Granular B" at the Project;

Purchaser Matters

- Preparing a notice to purchasers sent on December 1, 2025 advising of their anticipated closing dates (the "**Notice**");
- Corresponding with purchasers and responding to their queries regarding the Notice;
- Attending a call on December 5, 2025 with Royal Star Realty Inc. ("**Royal Star**"), the listing agent for the Project;
- Reviewing and commenting on a draft listing agreement and providing same to Royal Star;

Construction Draws

- Corresponding with Glynn Group ("**Glynn**"), the cost consultant for the Project, regarding Fusion's draw requests and preparing a budget report for the Project (the "**Glynn Report**");
- Reviewing a draw request received from Fusion for November 2025 (the "**November Draw**") and corresponding with Fusion, 59 PM and Glynn regarding same;
- Attending a call on December 5, 2025 with Glynn and 59 PM regarding the construction budget;
- Attending calls on December 10 and 19, 2025 with Glynn and Fusion regarding the November Draw;
- Attending a call on December 12, 2025 with Fusion and 4 Architecture Inc., the Project's architect, to discuss the November Draw;
- Attending a call on December 17, 2025 with Fusion, 4 Architecture Inc. and Brixton Group Inc., the Project's masonry trade, to discuss certain charges included in the November Draw;
- Reviewing and commenting on the Glynn Report;

Other

- Filing HST returns for the Company with Canada Revenue Agency;
- Preparing a statement of receipts and disbursements for the period ending December 2, 2025;
- Maintaining and updating a rolling list of action items;
- Convening internal meetings; and

- Dealing with all other matters not otherwise referred to herein.

Total fees and disbursements	\$	28,081.40
HST		<u>3,650.58</u>
Total due	\$	<u>31,731.98</u>

KSV Restructuring Inc.
2460467 Ontario Inc.

Time Summary

For the Period Ending December 31, 2025

Personnel	Rate (\$)	Hours	Amount (\$)
Bobby Kofman	925	15.00	13,875.00
Ben Luder	500	23.25	11,625.00
Other staff and administration		12.10	2,430.00
Total fees		50.35	27,930.00
Add: Out-of-pocket disbursements			151.40
Total fees and disbursements			28,081.40



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2460467 Ontario Inc.
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February 9, 2026

Invoice No: 5060
HST #: 818808768RT0001

INVOICE

Re: 2460467 Ontario Inc. (the "Company")

For professional services rendered in January 2026 by KSV Restructuring Inc. ("**KSV**") in its capacity as receiver of the Company, including:

General

- Dealing with Duca Financial Services Credit Union Limited ("**Duca**"), Duca's counsel, Borden Ladner Gervais LLP ("**BLG**") and the Receiver's counsel, Dickinson Wright LLP ("**Dickinson Wright**") regarding the townhouse development located at 240 Yeomans, Belleville, Ontario (the "**Project**");
- Corresponding extensively with Fusioncorp Development Inc. ("**Fusion**"), the Construction Manager, regarding the Project, as more fully detailed herein;
- Responding to inquiries from purchasers and creditors regarding the Project;
- Preparing and maintaining a schedule of Project costs and providing the same to Duca;
- Preparing a forecasted recovery analysis and providing same to Duca;

Construction Matters

- Corresponding extensively with Fusion regarding construction issues, including remediation issues, the construction schedule, the construction budget and attending calls on January 7, 8, 13, 20, 22, 26, 28, 29 and 30, 2026 regarding same;
- Corresponding with 59 Project Management Inc. ("**59 PM**") regarding Project issues, including budgeting and scheduling;

- Attending a call on January 12, 2026 with 59 PM and 4 Architecture Inc. to discuss construction issues;
- Attending Project status calls on January 7, 14, 21, and 28, 2026 with Fusion, Duca and 59 PM;
- Reviewing site inspection reports dated January 20, 2026 issued by DS Consultants Ltd.;
- Preparing a summary of Fusion's cost-to-complete budget, including a detailed review of all change events and incurred budget overruns, and attending calls on January 26 and 28, 2026 with Fusion, Duca and 59 PM to discuss same;
- Attending a call on January 26, 2026 with 4 Architecture Inc. and 59PM to discuss 4 Architecture Inc.'s site report dated January 14, 2026;
- Attending at the Project site on January 19, 2026;

Purchaser Matters

- Corresponding with Royal Star Realty Inc. ("**Royal Star**") listing units for sale, including Unit 62, the remaining unsold unit;
- Corresponding with Duca regarding a mortgage program for the Project, including attending a call on January 26, 2026 to discuss same;
- Reviewing and responding to inquiries from the Project's purchasers and corresponding with Owens Wright LLP regarding same;

Condominium Registration

- Attending calls on January 22 and 29, 2026 with 59 PM, Owens Wright LLP, the Project's lawyer, and IBW Surveyors Ltd. ("**IBW**"), the Project's surveyor, to discuss the condo registration process;
- Reviewing the Project's agreements of purchase and sale to determine the number of required parking spaces and corresponding with 59 PM, IBW and 4 Architecture Inc. regarding same;
- Dealing with IBW and 59 PM regarding the relocation of parking spots;

Construction Draws

- Corresponding with Glynn Group ("**Glynn**"), the cost consultant for the Project, regarding Fusion's draw requests and preparing a budget report for the Project (the "**Glynn Report**");
- Reviewing a draw request received from Fusion for December 2025 (the "**December Draw**") and corresponding with Fusion, 59 PM and Glynn regarding same;
- Attending a call on January 8, 2026 with Glynn and 59 PM regarding change events;
- Attending calls on January 5, 19, 21, 29 and 30, 2026 with Glynn regarding the December Draw;
- Reviewing and commenting on the Glynn Report;
- Corresponding with 59PM and Dickinson Wright regarding a request of holdback release included in the December Draw;

Other

- Filing HST returns for the Company with Canada Revenue Agency;
- Preparing a statement of receipts and disbursements for the period ending January 7, 2026;
- Maintaining and updating a rolling list of action items;
- Convening internal meetings; and
- Dealing with all other matters not otherwise referred to herein.

Total fees and disbursements	\$	53,929.67
HST		<u>7,010.86</u>
Total due	\$	<u><u>60,940.53</u></u>

KSV Restructuring Inc.

2460467 Ontario Inc.

Time Summary

For the Period Ending January 31, 2026

Personnel	Rate (\$)	Hours	Amount (\$)
Bobby Kofman	1,000	31.55	31,550.00
Ben Luder	600	35.75	21,450.00
Other staff and administration		3.85	924.75
Total fees		71.15	53,924.75
Add: Out-of-pocket disbursements			4.92
Total fees and disbursements			53,929.67

Please note that in accordance with our standard practices, our hourly rates increased effective January 1, 2026. The new rates are reflected in the attached time summary.



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2460467 Ontario Inc.
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March 11, 2026

Invoice No: 5200
HST #: 818808768RT0001

INVOICE

Re: 2460467 Ontario Inc. (the “Company”)

For professional services rendered in February 2026 by KSV Restructuring Inc. (“**KSV**”) in its capacity as receiver of the Company, including:

General

- Dealing with Duca Financial Services Credit Union Limited (“**Duca**”) and the Receiver’s counsel, Dickinson Wright LLP (“**Dickinson Wright**”), regarding the townhouse development located at 240 Yeomans, Belleville, Ontario (the “**Project**”);
- Corresponding extensively with Fusioncorp Development Inc. (“**Fusion**”), the Construction Manager, regarding the Project, as more fully detailed herein;
- Responding to inquiries from purchasers and creditors regarding the Project;
- Preparing and maintaining a schedule of Project costs and providing the same to Duca;

Construction Matters

- Corresponding extensively with Fusion regarding construction issues, including remediation issues, the construction schedule, the construction budget and attending calls on February 10, 11, 17, 23, 25, 26 and 27, 2026 regarding same;
- Corresponding with 59 Project Management Inc. (“**59 PM**”) regarding Project issues, including budgeting and scheduling;
- Attending Project status calls on February 4, 11, 18, and 25, 2026 with Fusion, Duca and 59 PM;

- Attending calls on February 6, 13, 18 and 25, 2026 with 59PM and Dickinson Wright to discuss Fusion's cost to date;
- Attending a call on February 13, 2026 with Fusion, Fusion's counsel, 59PM and Dickinson Wright to discuss Fusion's costs;
- Reviewing and commenting on an updated construction budget (the "**Updated Budget**") prepared by Fusion and discussing same with 59PM and Duca;
- Preparing a summary of Fusion's Updated Budget, including a detailed review of all change events and incurred budget overruns;
- Attending a call on February 18, 2026 with Duca, Fusion, Glynn Group ("**Glynn**"), and 59PM to discuss the construction budget;
- Reviewing a site inspection report from 4 Architecture Inc. dated February 18, 2026;
- Attending an all-hands call on February 18, 2026 with Fusion, 4 Architecture Inc., 59PM and Duca;

Purchaser Matters

- Corresponding with Royal Star Realty Inc. ("**Royal Star**") to list units for sale, including Unit 62, the remaining unsold unit;
- Corresponding with Duca regarding a mortgage program for the Project;
- Reviewing and responding to inquiries from the Project's purchasers and corresponding with Owens Wright LLP regarding same;

Condominium Registration

- Attending calls on February 10, 17 and 26, 2026 with 59 PM, Owens Wright LLP, the Project's lawyer, IBW Surveyors Ltd. ("**IBW**"), the Project's surveyor, and Royal Property Management, the Project's property manager, to discuss the condo registration process;
- Dealing with IBW and 59 PM regarding the relocation of parking spots;

Construction Draws

- Corresponding with Glynn, the cost consultant for the Project, regarding Fusion's draw requests and preparing a budget report for the Project (the "**Glynn Report**");
- Reviewing a draw request received from Fusion for January 2026 (the "**January Draw**") and corresponding with Fusion, 59 PM and Glynn regarding same;
- Attending calls on February 4, 19 and 23, 2026 with Glynn regarding the January Draw;
- Reviewing and commenting on the Glynn Report;
- Corresponding with 59PM and Fusion regarding a request of holdback release included in the January Draw for the framing trade and coordinating payment of same;

Other

- Filing HST returns for the Company with Canada Revenue Agency;
- Preparing a statement of receipts and disbursements for the period ending February 4, 2026;
- Maintaining and updating a rolling list of action items;
- Convening internal meetings; and
- Dealing with all other matters not otherwise referred to herein.

Total fees and disbursements	\$	49,490.48
HST		<u>6,433.76</u>
Total due	\$	<u><u>55,924.24</u></u>

KSV Restructuring Inc.
2460467 Ontario Inc.

Time Summary

For the Period Ending February 28, 2026

Personnel	Rate (\$)	Hours	Amount (\$)
Bobby Kofman	1,000	23.60	23,600.00
Ben Luder	600	42.25	25,350.00
Other staff and administration		2.25	539.25
Total fees		68.10	49,489.25
Add: Out-of-pocket disbursements			1.23
Total fees and disbursements			49,490.48



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2460467 Ontario Inc.
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April 13, 2026

Invoice No: 5284
HST #: 818808768RT0001

INVOICE

Re: 2460467 Ontario Inc. (the "Company")

For professional services rendered in March 2026 by KSV Restructuring Inc. ("**KSV**") in its capacity as receiver of the Company, including:

General

- Dealing with Duca Financial Services Credit Union Limited ("**Duca**") and the Receiver's counsel, Dickinson Wright LLP ("**Dickinson Wright**"), regarding the townhouse development located at 240 Yeomans, Belleville, Ontario (the "**Project**");
- Corresponding extensively with Fusioncorp Development Inc. ("**Fusion**"), the Construction Manager, regarding the Project, as more fully detailed herein;
- Responding to inquiries from purchasers and creditors regarding the Project;
- Preparing and maintaining a schedule of Project costs and providing same to Duca;

Construction Matters

- Corresponding extensively with Fusion regarding construction issues, including remediation issues, the construction schedule, the construction budget and attending calls on March 2, 3, 4, 5, 9, 12, 16, 17, 19, 26, 27 and 30, 2026 regarding same;
- Corresponding with 59 Project Management Inc. ("**59 PM**") regarding Project issues, including budgeting and scheduling;
- Attending a site visit on March 16, 2026;
- Attending Project status calls on March 4, 11, 18, and 25, 2026 with Fusion, Duca and 59 PM;

- Reviewing Fusion's updated construction schedule dated March 4, 2026 (the "**March 4th Construction Schedule**");
- Attending a call on March 5, 2026 with Fusion, Duca, and Glynn Group ("**Glynn**") to discuss the construction budget;
- Attending a call on March 6, 2026 with Dickinson Wright and Owens Wright to discuss the March 4th Construction Schedule;
- Preparing a forecasted recovery analysis (the "**Recovery Analysis**") and providing same to Duca;
- Attending a call on March 9, 2026 with Duca to discuss the Recovery Analysis;
- Attending a call on March 20, 2026 with Duca and 59PM to discuss Fusion's costs to-date;
- Attending a call on March 20, 2026 with Fusion, 59PM and Duca to discuss delays in the March 4th Construction Schedule;
- Preparing and sending a proposal to Fusion on March 10, 2026 (the "**Fee Proposal**") regarding its staffing costs for the remainder of the Project;
- Reviewing Fusion's response to the Fee Proposal on March 23, 2026 and attending a call on March 26, 2026 with Fusion, 59PM and Duca to discuss same;

Purchaser Matters

- Corresponding with Royal Star Realty Inc. ("**Royal Star**") to list units for sale, including Unit 62, the remaining unsold unit;
- Reviewing and commenting on a letter prepared by Duca regarding a mortgage program for the Project and attending a call on March 2, 2026 with Duca regarding same;
- Reviewing and commenting on a letter prepared by Dickinson Wright to notify the Project's purchasers of their revised occupancy dates (the "**Notice to Purchasers**") and corresponding with Duca and Owens Wright regarding same;
- Sending the Notice to Purchasers on March 24, 2026;
- Attending a call with Royal Star on March 25, 2026 to discuss the Notice to Purchasers;
- Preparing a draft deposit return protocol and attending a call on March 27, 2026 with Owens Wright and Dickinson Wright to discuss same;
- Reviewing and responding to inquiries from the Project's purchasers and corresponding with Owens Wright LLP regarding same;

Condominium Registration Process

- Attending a call on March 26, 2026 with 59 PM, Owens Wright LLP, the Project's lawyer, IBW Surveyors Ltd., the Project's surveyor, and Royal Property Management, the Project's property manager, to discuss the condo registration process;

Construction Draws

- Corresponding with Glynn, the cost consultant for the Project, regarding Fusion's draw requests and preparing a budget report for the Project (the "**Glynn Report**");
- Reviewing a draw request received from Fusion for February 2026 (the "**February Draw**") and corresponding with Fusion, 59 PM and Glynn regarding same;
- Attending calls on March 23, 26, 27 and 30, 2026 with Glynn regarding the February Draw;
- Reviewing the Glynn Report;
- Corresponding with Glynn and Fusion regarding certain unpaid amounts from prior construction draws and coordinating payment of same;

Other

- Filing HST returns with Canada Revenue Agency;
- Preparing a statement of receipts and disbursements for the period ending March 10, 2026;
- Corresponding with Tarion Warranty Corporation regarding the status of Fusion's Tarion license;
- Maintaining and updating a rolling list of action items;
- Convening internal meetings; and
- Dealing with all other matters not otherwise referred to herein.

Total fees and disbursements	\$	55,315.19
HST		<u>7,190.97</u>
Total due	\$	<u>62,506.16</u>

KSV Restructuring Inc.

2460467 Ontario Inc.

Time Summary

For the Period Ending March 31, 2026

Personnel	Rate (\$)	Hours	Amount (\$)
Bobby Kofman	1,000	30.30	30,300.00
Ben Luder	600	37.25	22,350.00
Other staff and administration		10.25	2,511.50
Total fees		77.80	55,161.50
Add: Out-of-pocket disbursements			153.69
Total fees and disbursements			55,315.19



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2460467 Ontario Inc.
c/o KSV Restructuring Inc.
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May 8, 2026

Invoice No: 5369
HST #: 818808768RT0001

INVOICE

Re: 2460467 Ontario Inc. (the "Company")

For professional services rendered in April 2026 by KSV Restructuring Inc. ("**KSV**") in its capacity as receiver of the Company, including:

General

- Dealing with Duca Financial Services Credit Union Limited ("**Duca**") and the Receiver's counsel, Dickinson Wright LLP ("**Dickinson Wright**"), regarding the townhouse development located at 240 Yeomans, Belleville, Ontario (the "**Project**");
- Corresponding extensively with Fusioncorp Development Inc. ("**Fusion**"), the Construction Manager, regarding the Project, as more fully detailed herein;
- Responding to inquiries from purchasers and creditors regarding the Project;
- Preparing and maintaining a schedule of Project costs and providing same to Duca;
- Corresponding with Insurelt Group Inc., the Company's insurance broker, to coordinate a 6-month renewal of the Project's insurance policy;

Construction Matters

- Corresponding extensively with Fusion regarding construction issues, including remediation issues, the construction schedule, the construction budget and attending calls on April 1, 14, 27 and 28, 2026 regarding same;
- Corresponding with 59 Project Management Inc. ("**59 PM**") regarding Project issues, including budgeting and scheduling;
- Attending Project status calls on April 1, 8, 15, 22, and 27, 2026 with Fusion, Duca and 59 PM;

- Reviewing and commenting on several versions of a letter prepared by Dickinson Wright to Fusion regarding the Receiver's proposal to deal with Fusion's personnel fees and corresponding with Dickinson Wright and Duca regarding same;

Purchaser Matters

- Preparing a draft deposit return protocol (the "**Deposit Return Protocol**") and attending a call on April 8, 2026 with Owens Wright LLP ("**Owens Wright**"), Westmount Guarantee Services Inc. ("**Westmount**") and Westmount's legal counsel, Fasken Martineau DuMoulin LLP, to discuss same;
- Reviewing and responding to inquiries from the Project's purchasers and corresponding with Owens Wright regarding same;

Condominium Registration Process

- Attending a call on April 23, 2026 with 59 PM, Owens Wright, the Project's lawyer, IBW Surveyors Ltd., the Project's surveyor, and Royal Property Management, the Project's property manager, to discuss the condo registration process;

Construction Draws

- Corresponding with Glynn, the cost consultant for the Project, regarding Fusion's draw requests and preparing a budget report for the Project (the "**Glynn Report**");
- Reviewing a draw request from Fusion for March 2026 (the "**March Draw**") and corresponding with Fusion, 59 PM and Glynn regarding same;
- Attending calls on April 1, 15, and 22, 2026 with Glynn regarding the March Draw;
- Reviewing the Glynn Report;
- Corresponding with Glynn and Fusion regarding certain unpaid amounts from prior construction draws and coordinating payment of same;

Other

- Reviewing a letter from Tarion Warranty Corporation ("**Tarion**") regarding the Company's application for Qualification for Enrolment and corresponding with Tarion and Owens Wright regarding same;
- Filing HST returns with Canada Revenue Agency;
- Preparing a statement of receipts and disbursements for the period ending April 6, 2026;
- Corresponding with Tarion Warranty Corporation regarding the status of Fusion's Tarion license;
- Maintaining and updating a rolling list of action items;
- Convening internal meetings; and

- Dealing with all other matters not otherwise referred to herein.

Total fees and disbursements	\$	28,879.68
HST		<u>3,754.36</u>
Total due	\$	<u>32,634.04</u>

KSV Restructuring Inc.

2460467 Ontario Inc.

Time Summary

For the Period Ending April 30, 2026

Personnel	Rate (\$)	Hours	Amount (\$)
Bobby Kofman	1,000	13.50	13,500.00
Ben Luder	600	24.25	14,550.00
Other staff and administration		3.30	766.00
Total fees		41.05	28,816.00
Add: Out-of-pocket disbursements			63.68
Total fees and disbursements			28,879.68

2460467 Ontario Inc.
c/o KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON M5J 2W4

June 12, 2026

Invoice No.: 5518
HST #: 818808768RT0001

Re: 2460467 Ontario Inc. (the "Company")

For professional services rendered in May 206 by AlixPartners Restructuring, Inc.¹ ("**AlixPartners**") in its capacity as receiver and manager (the "**Receiver**") of the Company, including:

General Matters

- Dealing with Duca Financial Services Credit Union Limited ("**Duca**") and the Receiver's counsel, Dickinson Wright LLP ("**Dickinson Wright**"), regarding the townhouse development located at 240 Yeomans, Belleville, Ontario (the "**Project**");
- Corresponding extensively with Fusioncorp Development Inc. ("**Fusion**"), the Construction Manager, regarding the Project, as more fully detailed herein;
- Responding to inquiries from purchasers and creditors regarding the Project;
- Preparing and maintaining a schedule of Project costs and providing same to Duca;
- Corresponding with InsureIt Group Inc., the Company's insurance broker, to renew the Project's insurance policy;

Construction Matters

- Corresponding extensively with Fusion regarding construction issues, including remediation issues, the construction schedule and the construction budget;
- Corresponding with 59 Project Management Inc. ("**59 PM**") regarding Project issues, including budgeting, scheduling and Project oversight;

¹ Effective June 1, 2026, AlixPartners Restructuring, Inc. was substituted in place of KSV Restructuring Inc. as Court-Appointed Monitor in these proceedings pursuant to an order dated June 3, 2026 issued by the Ontario Superior Court of Justice (Commercial List). The professionals involved in this mandate from the outset remain unchanged.

- Attending Project status calls on May 6, 13, 20, and 27, 2026 with Fusion, Duca and 59 PM;
- Dealing with Fusion regarding its personnel fees for the Project and corresponding with Dickinson Wright and Duca regarding same;

Purchaser Matters

- Preparing and issuing termination notices to the Project's purchasers who elected to terminate their agreements of purchase and sale (the "**Terminated APSs**");
- Corresponding with Duca and Owens Wright LLP ("**Owens Wright**") regarding the Terminated APSs;
- Corresponding with Owens Wright, Westmount Guarantee Services Inc. ("**Westmount**") and Westmount's legal counsel, Fasken Martineau DuMoulin LLP ("**Fasken**"), regarding a deposit return protocol (the "**Deposit Return Protocol**") for the Terminated APSs;
- Attending a call on May 7, 2026 with Owens Wright, Westmount, Fasken and Torys LLP, legal counsel of Tarion Warranty Corporation to discuss the Deposit Return Protocol;
- Drafting a letter to purchasers advising of the updated expected occupancy dates and corresponding with Owens Wright regarding same;
- Reviewing and responding to inquiries from the Project's purchasers and corresponding with Owens Wright regarding same;

Condominium Registration Process

- Attending a call on May 7 and 26, 2026 with 59 PM, Owens Wright, the Project's lawyer, IBW Surveyors Ltd., the Project's surveyor, and Royal Property Management, the Project's property manager, to discuss the condo registration process;

Construction Draws

- Corresponding with Glynn, the cost consultant for the Project, regarding Fusion's draw requests and preparing a budget report for the Project (the "**Glynn Report**");
- Reviewing a draw request from Fusion for April 2026 (the "**April Draw**") and corresponding with Fusion, 59 PM and Glynn regarding same;
- Attending calls on May 5 and 28, 2026 with Glynn regarding the April Draw;
- Reviewing the Glynn Report;

- Corresponding with Glynn and Fusion regarding certain unpaid amounts from prior construction draws and coordinating payment of same;

Other Matters

- Renewing the Company's license with the Home Construction Regulatory Authority;
- Filing HST returns with Canada Revenue Agency;
- Preparing a statement of receipts and disbursements for the period ending May 8, 2026;
- Maintaining and updating a rolling list of action items;
- Convening internal meetings; and
- Dealing with all other matters not otherwise referred to herein.

Total fees and disbursements	\$ 36,198.50
HST	<u>4,705.81</u>
Total due	\$ <u>40,904.31</u>

AlixPartners Restructuring, Inc.

2460467 Ontario Inc.

Time Summary

For the Period Ending May 31, 2026

Personnel	Rate (\$)	Hours	Amount (\$)
Bobby Kofman	1,000	17.65	17,650.00
Ben Luder	600	26.50	15,900.00
Other staff and administration		7.80	1,933.50
Total fees		51.95	35,483.50
Add: Out-of-pocket disbursements			715.00
Total fees and disbursements			36,198.50

This is Exhibit "B" referred to in the
Affidavit of Robert Kofman sworn before
me, this 29th day of June, 2026



Rajinder Kashyap, a Commissioner, etc.,
Province of Ontario, for KSV Restructuring Inc.
Expires February 23, 2027

2460467 Ontario Inc.

Time Summary

For the Period from July 12, 2024 to May 31, 2026

Personnel	Title	Hours	Billing Rate (\$ per hour)	Amount (\$)
Bobby Kofman	Senior Advisor	367.80	850 - 1000	344,463.75
Ben Luder	Manager	669.65	450 - 600	340,596.25
Other staff and administrative		90.35	50 - 265	20,071.00
Total fees		<u>1,127.80</u>		<u>705,131.00</u>
Total hours				1,127.80
Average hourly rate				\$ 625.23

Appendix “D”

Court File No. CV-24-00096502-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

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

B E T W E E N:

DUCA FINANCIAL SERVICES CREDIT UNION LTD.

Applicant

and

2460467 ONTARIO INC.

Respondent

FEE AFFIDAVIT

I, John D. Leslie, of the City of Windsor, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a partner with the law firm of Dickinson Wright LLP (“**DW**”). I have personal knowledge of the matters to which I hereinafter depose.
2. DW has acted as counsel to AlixPartners Restructuring, Inc. (formerly KSV Restructuring Inc.), in its capacity as Court-appointed Receiver (the “**Receiver**”) in these proceedings.
3. DW’s fees and disbursements in representing the Receiver during the period from August 12, 2024 to and including May 31, 2026 total \$361,932.98 including HST. Copies of DW’s accounts for the period indicated are attached as **Exhibit A** and have been redacted to preserve solicitor-client privilege.

-2-

4. Attached as **Exhibit B** is a chart which summarizes the expertise and area of practice of the lawyers and staff involved in rendering services to the Receiver, their hourly rates charged to the Receiver, as well as the average hourly rate charged. The hourly rates charged are DW's normal hourly rates.

SWORN by John D. Leslie at the City of Windsor, in the Province of Ontario, before me on June 29, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

}

Signed by:

Evans Ngondo

3D30F4E4C7324E7...

Commissioner for Taking Affidavits
(or as may be)

EVANS NGONDO

Signed by:

John Leslie

349FD820A850475

JOHN D. LESLIE

This is Exhibit “A” referred to in the Affidavit of John D. Leslie sworn by John D. Leslie at the City of Windsor, in the Province of Ontario, before me on June 29, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

Evans Ngondo

3D30F4E4C7324E7...

Commissioner for Taking Affidavits (or as may be)

EVANS NGONDO

199 BAY STREET, SUITE 2200
P.O. Box 447, COMMERCE COURT WEST
TORONTO, ON CANADA M5L 1G4
TELEPHONE: (416) 777-0101
<http://www.dickinsonwright.com>
GST/HST NUMBER: 831204003 RT0001

DICKINSON WRIGHT LLP

INVOICE DATE: SEPTEMBER 26, 2024
INVOICE NO.: 1965033

KSV ADVISORY INC.
220 BAY STREET 13TH FLOOR
TORONTO, ON M5J 2W4
CANADA

ATTN: Bobby Kofman

CLIENT/MATTER NO.: 110816-00001

RE: INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN BELLEVILLE)

PRIVILEGED AND CONFIDENTIAL

FOR PROFESSIONAL SERVICES THROUGH AUGUST 31, 2024		CAD
TOTAL FEES CURRENT INVOICE	\$	30,776.50
TOTAL DISBURSEMENTS CURRENT INVOICE	\$	668.50
HST - ONTARIO	\$	4,078.76
TOTAL CURRENT INVOICE	\$	35,523.76

This statement may reflect time and professional services rendered by attorneys or other legal personnel associated with the Firm's international or other affiliate(s). Such attorneys, who are licensed in other jurisdictions, are consulted and serve as legal advisors to the Firm based on their licensed status in such jurisdictions and expertise in particular legal specialties.

Remittance Instructions		
Terms: Due and Payable Upon Receipt		
Mail To:	Wire Instructions:	ACH Instructions:
Dickinson Wright LLP 199 Bay Street Suite 2200 Commerce Court West Toronto, ON, M5L 1G4	Royal Bank of Canada 200 Bay Street Toronto, ON Canada M5J 2J5 Bank Number: 003 Branch Number: 00002 Account#: 1056399 SWIFT CODE: ROYCCAT2 Sort Code: 000300002 (Sort Code used only for Non-US Foreign Wires)	Royal Bank of Canada 200 Bay Street Toronto, ON Canada M5J 2J5 Bank Number: 003 Branch Number: 00002 Account#: 1056399
(Please reference your client/invoice numbers when paying electronically)		



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GST/HST NUMBER: 831204003 RT0001

INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN
BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: SEPTEMBER 26, 2024
INVOICE NO.: 1965033
PAGE 2

CURRENT INVOICE DETAIL

<u>DATE</u>	<u>SERVICES</u>	<u>TITLE</u>	<u>TIMEKEEPER</u>
07/15/24	Review Order and Application; internal discussions	Partner	J D Leslie
07/16/24	[REDACTED] [REDACTED] [REDACTED]	Partner	J D Leslie
07/18/24	Emails re states of Project and securing Court time	Partner	J D Leslie
07/30/24	Review e-mail re: planning	Partner	J D Leslie
07/30/24	Obtain and review parcel register and ppsa search on debtor company	Partner	L S Come
07/31/24	Provide Teraview parcel register;	Legal Clerk	M White
07/31/24	Conducting due diligence on, and pulling a and ON PPSA search for 246046 Ontario Inc. per request of L.S.Corne;	Law Clerk	Katya Karpacheva
07/31/24	E-mails re: Searches + Review	Partner	J D Leslie
08/01/24	Conducting due diligence on, and pulling an ON PPSA search with summary for 2460467 Ontario Inc. per request of L.S.Corne ;	Law Clerk	Katya Karpacheva
08/01/24	Review Numerous e-mails. Review Responding Application Record + Factum	Partner	J D Leslie
08/02/24	Review emails from building department. Review email re: Status	Partner	J D Leslie
08/06/24	[REDACTED] [REDACTED] [REDACTED]	Partner	J D Leslie
08/07/24	To pull the instruments	Law Clerk	H He
08/07/24	Numerous emails re: update on hearing	Partner	J D Leslie
08/10/24	Review supplementary motion material delivered by respondent in opposition to receivership application	Partner	L S Come
08/12/24	Confirmation of Order. Emails DUCA Counsel + Receiver	Partner	J D Leslie
08/12/24	Reveiw supplementary responding motion record and revised blackline of Appointment	Partner	L S Come
08/13/24	Review Appointment Order. Emails re: next steps, re: litigation	Partner	J D Leslie
08/13/24	To draft Application to Register Court Order and prepare A & D	Law Clerk	H He



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INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN
BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: SEPTEMBER 26, 2024
INVOICE NO.: 1965033
PAGE 3

<u>DATE</u>	<u>SERVICES</u>	<u>TITLE</u>	<u>TIMEKEEPER</u>
08/13/24	Arrange execution of Acknowledgement and Direction and registration of Appointment Order on title	Partner	L S Corne
08/14/24	To follow up the executed A & D and register the Applicaiton	Law Clerk	H He
08/14/24	Emails re: possible motion. Emails re status of Property	Partner	J D Leslie
08/14/24	[REDACTED]	Partner	L S Corne
08/15/24	Review email from counsel for lien claimant confirming stay of construction lien action	Partner	L S Corne
08/16/24	Review Report and status emails.	Partner	J D Leslie
08/19/24	[REDACTED]	Partner	L S Corne
08/19/24	[REDACTED]	Partner	L S Corne
08/20/24	Review e-mails re: Litigation matters. Follow up re: letters. Review Purchaser's Letter	Partner	J D Leslie
08/20/24	Review and comment on draft notice to homebuyers and review parcel register and registered encumbrances, and security documents in connection with opinion to be provided on validity and priority	Partner	L S Corne
08/21/24	[REDACTED]	Partner	L S Corne
08/22/24	[REDACTED]	Legal Clerk	M White
08/22/24	Review email from L. Corne; conduct corporate searches on 2460467 Ontario Inc.; send documents to L. Corne	Legal Clerk	Lori Musacchio
08/22/24	[REDACTED]	Partner	L S Corne



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INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN
BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: SEPTEMBER 26, 2024
INVOICE NO.: 1965033
PAGE 4

<u>DATE</u>	<u>SERVICES</u>	<u>TITLE</u>	<u>TIMEKEEPER</u>
08/23/24	Finalize letters to counsel for lien claimants and subordinate mortgagees	Partner	L S Come
08/25/24	Update on Status of Property	Partner	J D Leslie
08/26/24	Letters to counsel for lien claimants	Partner	L S Come
08/27/24	Preparing security opinion	Partner	L S Come
08/28/24	Letters to counsel for subordinate mortgagees requesting commitment letters to determine priority in relation to liens	Partner	L S Come
08/28/24	[REDACTED]	Paralegal	Stephen J. Jagers
	[REDACTED]		
	[REDACTED]		
08/29/24	[REDACTED]	Partner	L S Come
	[REDACTED]		
	[REDACTED]		

TOTAL FEES

\$ 30,776.50



199 BAY STREET, SUITE 2200
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INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN
BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: SEPTEMBER 26, 2024
INVOICE NO.: 1965033
PAGE 5

<u>DATE</u>	<u>DISBURSEMENTS</u>	<u>VALUE</u>
08/01/24	Regy (fka Lienfluent) - BILLABLE COURT AND RELATED - VENDOR: REGY - EDD FEE - ON PPSA SEARCH FOR 246046 ONTARIO INC. INV# INV0048 DATE: 08/01/2024	36.00
08/02/24	Dickinson Wright LLP - TERAVIEW DAPP ACTIVITY	37.25
08/05/24	Dye & Durham - BILLABLE COURT AND RELATED - VENDOR: DYE & DURHAM - 2460467 ONTARIO INC. EDD ON PPR ESUMMARY INV# 3233738 DATE: 08/05/2024	105.25
08/05/24	Dye & Durham - BILLABLE COURT AND RELATED - VENDOR: DYE & DURHAM - 2460467 ONTARIO INC. EDD ON PPR SEARCH - ELECTRONIC INV# 3233738 DATE: 08/05/2024	34.50
08/08/24	Dickinson Wright LLP - TERAVIEW DAPP ACTIVITY	117.00
08/14/24	Dickinson Wright LLP - Recording/Search/Filing fee	11.65
08/14/24	Dickinson Wright LLP - Tax Exempt Filing/Registration Fees	69.95
08/23/24	Dickinson Wright LLP - TERAVIEW DAPP ACTIVITY	79.10
08/26/24	Dye & Durham - BILLABLE COURT AND RELATED - VENDOR: DYE & DURHAM - 2460467 ONTARIO INC. EDD ON PPR SEARCH - ELECTRONIC INV# 3242486 DATE: 08/26/2024	34.50
08/26/24	Dye & Durham - BILLABLE COURT AND RELATED - VENDOR: DYE & DURHAM - 2460467 ONTARIO INC. ENTITY PROFILE REPORT INV# 3242486 DATE: 08/26/2024	61.50
	Reproduction - Inside Firm	81.80
TOTAL DISBURSEMENTS		\$ 668.50
HST - ONTARIO		\$ 4,078.76
TOTAL CURRENT INVOICE		\$ <u>35,523.76</u>

TIMEKEEPER SUMMARY				
<u>TIMEKEEPER</u>	<u>TITLE</u>	<u>RATE</u>	<u>HOURS</u>	<u>VALUE</u>
LISA S. CORNE	PARTNER	935.00	13.40	12,529.00
JOHN D. LESLIE	PARTNER	1,050.00	16.30	17,115.00
HUGO HE	LAW CLERK	280.00	2.00	560.00
KATYA KARPACHEVA	LAW CLERK	195.00	0.60	117.00
STEPHEN J JAGGERS	PARALEGAL	385.00	0.20	77.00
LORI MUSACCHIO	LEGAL CLERK	360.00	0.40	144.00
MARLENE WHITE	LEGAL CLERK	335.00	0.70	234.50
TOTAL FEES CURRENT INVOICE			<u>33.60</u>	\$ <u>30,776.50</u>



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GST/HST NUMBER: 831204003 RT0001

INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS
IN BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: SEPTEMBER 26, 2024
INVOICE NO.: 1965033
PAGE 6

PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT

DICKINSON WRIGHT LLP

A handwritten signature in black ink, appearing to read 'JD Leslie', enclosed within a large, loopy oval.

JOHN D. LESLIE

In accordance with the Solicitors Act interest at 1.3% will be charged on all accounts outstanding over 30 days. E.&O.E.

199 BAY STREET, SUITE 2200
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TORONTO, ON CANADA M5L 1G4
TELEPHONE: (416) 777-0101
http://www.dieKinsonwright.com
GST/HST NUMBER: 831204003 RT0001

DICKINSON WRIGHT LLP

INVOICE DATE: OCTOBER 24, 2024
INVOICE NO.: 1974395

KSV ADVISORY INC.
220 BAY STREET 13TH FLOOR
TORONTO, ON M5J 2W4
CANADA

ATTN: Bobby Kofman

CLIENT/MATTER NO.: 110816-00001

RE: INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN BELLEVILLE)

PRIVILEGED AND CONFIDENTIAL

FOR PROFESSIONAL SERVICES THROUGH SEPTEMBER 30, 2024					CAD
TOTAL	FEES	CURRENT	INVOICE.....	\$	13,780.50
TOTAL	DISBURSEMENTS	CURRENT	INVOICE.....	\$	192.17
HST-	ONTARIO.....			\$-----	1,816.45
TOTAL	CURRENT		INVOICE.....	\$	15,789.12

OUTSTANDING INVOICES ON THE MATTER BILLED ON THIS CURRENT INVOICE AS OF OCTOBER 24, 2024

INVOICE	Qfil	BILLED VALUE	PAYMENTS	OUTSTANDING
1965033	09/26/24	35,523.76	(0.00)	35,523.76
TOTAL OUTSTANDING FROM PRIOR INVOICES.....				\$ 35,523.76
TOTAL AMOUNT DUE.....				\$-----1,312.88

This statement may reflect time and professional services rendered by attorneys or other legal personnel associated with the Firm's international or other affiliate(s). Such attorneys, who are licensed in other jurisdictions, are consulted and serve as legal advisors to the Firm based on their licensed status in such jurisdictions and expertise in particular legal specialties.

Remittance Instructions		
Terms: Due and Payable Upon Receipt		
Mail To:	Wire Instructions:	ACH Instructions:
Dickinson Wright LLP 199 Bay Street Suite 2200 Commerce Court West Toronto, ON, M5L 1G4	Royal Bank of Canada 200 Bay Street Toronto, ON Canada M5J 2J5 Bank Number: 003 Branch Number: 00002 Account#: 1056399 SWIFT CODE: ROYCCAT2 Sort Code:/ICC000300002 (Sort Code used only for Non-US Foreign Wires)	Royal Bank of Canada 200 Bay Street Toronto, ON Canada M5J 2J5 Bank Number: 003 Branch Number: 00002 Account#: 1056399
(Please reference your client/invoice numbers when paying electronically)		



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GST/HST NUMBER: 831204003 RT0001

INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN
BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: OCTOBER 24, 2024
INVOICE NO.: 1974395
PAGE 2

CURRENT INVOICE DETAIL

<u>DATE</u>	<u>SERVICES</u>	<u>TITLE</u>	<u>TIMEKEEPER</u>
09/10/24	[REDACTED]	Partner	L S Corne
09/10/24	Review response regarding Quality Mechanical Lien.	Partner	J D Leslie
09/11/24	[REDACTED]	Partner	L S Corne
09/11/24	Review email from receiver regarding Liens. Internal meeting with Lisa Lorne.	Partner	J D Leslie
09/12/24	[REDACTED]	Partner	L S Corne
09/16/24	[REDACTED]	Partner	L S Corne
09/18/24	Continue review of security documents and analysis of priority issues	Partner	L S Corne
09/18/24	[REDACTED]	Legal Clerk	M White
09/19/24	Conducting due diligence on, and pulling a PPSA search for 2460467 ONTARIO INC. per request of L.S.Corne ;	Law Clerk	Katya Karpacheva
09/19/24	[REDACTED]	Partner	L S Corne
09/20/24	[REDACTED]	Partner	L D Kroumova
09/20/24	[REDACTED]	Partner	L S Corne
09/23/24	[REDACTED]	Partner	L S Corne
09/23/24	Emails re opinion and review and respond	Partner	McKeon, James M.
09/25/24	[REDACTED]	Partner	L S Corne
09/25/24	Emails regarding possible proposal.	Partner	J D Leslie

TOTAL FEES

\$ 13,780.50



199 BAY STREET, SUITE 2200
P.O. BOX 447, COMMERCE COURT WEST
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GST/HST NUMBER: 831204003 RT0001

INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN
BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: OCTOBER 24, 2024
INVOICE NO.: 1974395
PAGE 3

<u>DATE</u>	<u>DISBURSEMENTS</u>	<u>VALUE</u>
09/02/24	Dye & Durham - BILLABLE COURT AND RELATED - VENDOR: DYE & DURHAM - WESTMOUNT GUARANTEE SERVICES INC. ENTITY PROFILE REPORT INV# 3244621 DATE: 09/02/2024	61.50
09/23/24	Regy (fka Lienfluent) - BILLABLE COURT AND RELATED - VENDOR: REGY - EDD FEE - ON PPSA SEARCH FOR 2460467 ONTARIO INC. INV# INV0057 DATE: 09/23/2024	36.00
09/23/24	Dickinson Wright LLP - TERAVIEW DAPP ACTIVITY	64.25
	Delivery Expense	30.42
TOTAL DISBURSEMENTS		\$ 192.17
HST - ONTARIO		\$ 1,816.45
TOTAL CURRENT INVOICE		\$ <u>15,789.12</u>

TIMEKEEPER SUMMARY				
<u>TIMEKEEPER</u>	<u>TITLE</u>	<u>RATE</u>	<u>HOURS</u>	<u>VALUE</u>
LISA S. CORNE	PARTNER	935.00	10.50	9,817.50
JAMES M. MCKEON	PARTNER	935.00	0.90	841.50
LUCIE D. KROUMOVA	PARTNER	645.00	1.50	967.50
JOHN D. LESLIE	PARTNER	1,050.00	1.90	1,995.00
KATYA KARPACHEVA	LAW CLERK	195.00	0.30	58.50
MARLENE WHITE	LEGAL CLERK	335.00	0.30	100.50
TOTAL FEES CURRENT INVOICE			<u>15.40</u>	\$ <u>13,780.50</u>

PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT

DICKINSON WRIGHT LLP

JOHN D. LESLIE

In accordance with the Solicitors Act interest at 1.3% will be charged on all accounts outstanding over 30 days. E.&O.E.

199 BAY STREET, SUITE 2200
P.O. Box 447, COMMERCE COURT WEST
TORONTO, ON CANADA M5L 1G4
TELEPHONE: (416) 777-0101
http://www.dieKinsonwright.com
GST/HST NUMBER: 831204003 RT0001

DICKINSON WRIGHT LLP

INVOICE DATE: NOVEMBER 17, 2024
INVOICE NO.: 1981983

KSV ADVISORY INC.
220 BAY STREET 13TH FLOOR
TORONTO, ON M5J 2W4
CANADA

ATTN: Bobby Kofman

CLIENT/MATTER NO.: 110816-00001

RE: INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN BELLEVILLE)

PRIVILEGED AND CONFIDENTIAL

FOR PROFESSIONAL SERVICES THROUGH OCTOBER 31, 2024

				<u>CAD</u>	
TOTAL	FEES	CURRENT	INVOICE.....	\$	4,972.50
HST-	ONTARIO.....			\$	<u>646.43</u>
TOTAL CURRENT INVOICE.....				\$	5,618.93

OUTSTANDING INVOICES ON THE MATTER BILLED ON THIS CURRENT INVOICE AS OF NOVEMBER 17, 2024

INVOICE	DATE	BILLED VALUE	PAYMENTS	OUTSTANDING
1965033	09/26/24	35,523.76	(0.00)	35,523.76
1974395	10/24/24	15,789.12	(0.00)	<u>15789.12</u>

TOTAL OUTSTANDING FROM PRIOR INVOICES..... \$ 51,312.88

TOTAL AMOUNT DUE..... \$ **56,931.81**

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Mail To:	Wire Instructions:	ACH Instructions:
Dickinson Wright LLP 199 Bay Street Suite 2200 Commerce Court West Toronto, ON, M5L 1G4	Royal Bank of Canada 200 Bay Street Toronto, ON Canada M5J 2J5 Bank Number: 003 Branch Number: 00002 Account#: 1056399 SWIFT CODE: ROYCCAT2 Sort Code: 10000300002 (Sort Code used only for Non-US Foreign Wires)	Royal Bank of Canada 200 Bay Street Toronto, ON Canada M5J 2J5 Bank Number: 003 Branch Number: 00002 Account#: 1056399
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http://www.dickinsonwright.com
GST/HST NUMBER: 831204003 RT0001

INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN
BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: NOVEMBER 17, 2024
INVOICE NO.: 1981983
PAGE 2

CURRENT INVOICE DETAIL

<u>DATE</u>	<u>SERVICES</u>	<u>TITLE</u>	<u>TIMEKEEPER</u>
10/11/24	Review construction claims and respond.	Partner	J D Leslie
10/14/24	Review Further Liens and follow-up.	Partner	J D Leslie
10/15/24	[REDACTED]	Partner	L S Corne
10/17/24	Emails regarding next steps. Telephone conference with Bobby Kofman and Ivan Bogdanovich	Partner	J D Leslie
10/18/24	Emails regarding possible refinance. Telephone conference with DUCA.	Partner	J D Leslie
10/21/24	[REDACTED]	Partner	L S Corne

TOTAL FEES	\$ 4,972.50
HST - ONTARIO	\$ 646.43
TOTAL CURRENT INVOICE	\$ <u>5,618.93</u>

TIMEKEEPER SUMMARY				
<u>TIMEKEEPER</u>	<u>TITLE</u>	<u>RATE</u>	<u>HOURS</u>	<u>VALUE</u>
LISA S. CORNE	PARTNER	935.00	1.50	1,402.50
JOHN D. LESLIE	PARTNER	1,050.00	3.40	3,570.00
TOTAL FEES CURRENT INVOICE			<u>4.90</u>	\$ <u>4,972.50</u>

PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT

DICKINSON WRIGHT LLP

JOHN D. LESLIE

In accordance with the Solicitors Act interest at 1.3% will be charged on all accounts outstanding over 30 days. E.&O.E.

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GST/HST NUMBER: 831204003 RT0001

DICKINSON WRIGHT LLP

INVOICE DATE: DECEMBER 17, 2024
INVOICE NO.: 1993376

KSV ADVISORY INC.
220 BAY STREET 13TH FLOOR
TORONTO, ON M5J 2W4
CANADA

ATTN: Bobby Kofman

CLIENT/MATTER NO.: 110816-00001

RE: INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN BELLEVILLE)

PRIVILEGED AND CONFIDENTIAL

FOR PROFESSIONAL SERVICES THROUGH NOVEMBER 30, 2024		CAD
TOTAL FEES CURRENT INVOICE.....	\$	9,611.00
HST - ONTARIO.....	\$	1,249.43
TOTAL CURRENT INVOICE.....	\$	10,860.43

OUTSTANDING INVOICES ON THE MATTER BILLED ON THIS CURRENT INVOICE AS OF DECEMBER 17, 2024

INVOICE	DATE	BILLED VALUE	PAYMENTS	OUTSTANDING
1965033	09/26/24	35,523.76	(0.00)	35,523.76
1974395	10/24/24	15,789.12	(0.00)	15,789.12
1981983	11/17/24	5,618.93	(0.00)	5,618.93

TOTAL OUTSTANDING FROM PRIOR INVOICES..... \$ 56,931.81

TOTAL AMOUNT DUE..... \$ 67,792.24

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GST/HST NUMBER: 831204003 RT0001

INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN
BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: DECEMBER 17, 2024
INVOICE NO.: 1993376
PAGE 2

CURRENT INVOICE DETAIL

<u>DATE</u>	<u>SERVICES</u>	<u>TITLE</u>	<u>TIMEKEEPER</u>
11/12/24	[REDACTED]	Partner	J D Leslie
11/13/24	Preparation and call with KSV and DUCA. Follow-up. Review emails.	Partner	J D Leslie
11/14/24	Review further update emails.	Partner	J D Leslie
11/19/24	[REDACTED]	Partner	L S Corne
11/20/24	Emails and telephone conference regarding HRCA notice.	Partner	J D Leslie
11/20/24	[REDACTED]	Partner	L S Corne
11/21/24	[REDACTED]	Student at Law	L. Vivienne Stern
11/21/24	[REDACTED]	Partner	L S Corne
11/21/24	[REDACTED]	Partner	L S Corne
11/22/24	[REDACTED]	Partner	L S Corne
11/22/24	Preparing to send out the appointment order for Lisa Corne; correspondence re same.	Student at Law	L. Vivienne Stern
11/23/24	Sending out the Appointment Order for Lisa Corne.	Student at Law	L. Vivienne Stern
11/25/24	[REDACTED]	Partner	L S Corne



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INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN
BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: DECEMBER 17, 2024
INVOICE NO.: 1993376
PAGE 3

<u>DATE</u>	<u>SERVICES</u>	<u>TITLE</u>	<u>TIMEKEEPER</u>
11/29/24	[REDACTED]	Partner	J D Leslie
11/29/24	[REDACTED]	Partner	L S Corne

TOTAL FEES	\$ 9,611.00
HST - ONTARIO	\$ 1,249.43
TOTAL CURRENT INVOICE	\$ <u>10,860.43</u>

TIMEKEEPER SUMMARY				
<u>TIMEKEEPER</u>	<u>TITLE</u>	<u>RATE</u>	<u>HOURS</u>	<u>VALUE</u>
LISA S. CORNE	PARTNER	935.00	4.20	3,927.00
JOHN D. LESLIE	PARTNER	1,050.00	4.60	4,830.00
L. VIVIANNE STERN	STUDENT LAW	305.00	2.80	854.00
TOTAL FEES CURRENT INVOICE			<u>11.60</u>	\$ <u>9,611.00</u>

PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT

DICKINSON WRIGHT LLP

JOHN D. LESLIE

In accordance with the Solicitors Act interest at 1.3% will be charged on all accounts outstanding over 30 days. E.&O.E.

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GST/HST NUMBER: 831204003 RT0001

DICKINSON WRIGHT LLP

INVOICE DATE: JANUARY 31, 2025
INVOICE NO.: 2004412

KSV ADVISORY INC.
220 BAY STREET 13TH FLOOR
TORONTO, ON M5J 2W4
CANADA

ATTN: Bobby Kofman

CLIENT/MATTER NO.: 110816-00001

RE: INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN BELLEVILLE)

PRIVILEGED AND CONFIDENTIAL

FOR PROFESSIONAL SERVICES THROUGH DECEMBER 31, 2024

CAD

TOTAL	FEES	CURRENT	INVOICE.....	\$	20,539.00
TOTAL	DISBURSEMENTS	CURRENT	INVOICE.....	\$	393.91
HST-	ONTARIO.....			\$-----	2,677.21
TOTAL	CURRENT		INVOICE.....	\$	23,610.12

OUTSTANDING INVOICES ON THE MATTER BILLED ON THIS CURRENT INVOICE AS OF JANUARY 31, 2025

INVOICE	.Qfil	BILLED VALUE	PAYMENTS	OUTSTANDING
1965033	09/26/24	35,523.76	(0.00)	35,523.76
1974395	10/24/24	15,789.12	(0.00)	15,789.12
1981983	11/17/24	5,618.93	(0.00)	5,618.93
1993376	12/17/24	10,860.43	(0.00)	10,860.43

TOTAL OUTSTANDING FROM PRIOR INVOICES.....	\$	67,792.24
TOTAL AMOUNT DUE.....	\$-----	9,402.36

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GST/HST NUMBER: 831204003 RT0001

INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN
BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: JANUARY 31, 2025
INVOICE NO.: 2004412
PAGE 2 OF 3

CURRENT INVOICE DETAIL

<u>DATE</u>	<u>SERVICES</u>	<u>TITLE</u>	<u>TIMEKEEPER</u>
12/02/24	[REDACTED]	Partner	L S Corne
12/02/24	[REDACTED]	Partner	J D Leslie
12/03/24	Review repost of KSV and comment.	Partner	J D Leslie
12/03/24	[REDACTED]	Partner	L S Corne
12/04/24	Review and revise motion.	Partner	J D Leslie
12/04/24	[REDACTED]	Partner	L S Corne
12/05/24	Secure hearing date. Finalize motion materials.	Partner	J D Leslie
12/05/24	[REDACTED]	Partner	L S Corne
12/06/24	Review email from B. Jeffries requesting cost estimates referred to in the First Report, email with KSV to obtain information requested.	Partner	L S Corne
12/09/24	Email regarding estimates to winterize. Internal prep regarding hearing. Internal discussions with Lisa Corne.	Partner	J D Leslie
12/10/24	[REDACTED]	Partner	J D Leslie
12/11/24	[REDACTED]	Partner	J D Leslie
12/12/24	[REDACTED]	Partner	J D Leslie
12/13/24	[REDACTED]	Partner	L S Corne
12/13/24	[REDACTED]	Partner	J D Leslie



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INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN
BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: JANUARY 31, 2025
INVOICE NO.: 2004412
PAGE 3 OF 3

<u>DATE</u>	<u>SERVICES</u>	<u>TITLE</u>	<u>TIMEKEEPER</u>
12/16/24	Review and consider email from B. kofman regarding winterization project	Partner	L S Corne
12/16/24	[REDACTED]	Partner	J D Leslie
12/17/24	[REDACTED]	Partner	J D Leslie
12/17/24	Review and consider email from B. kofman regarding winterization project	Partner	L S Corne

TOTAL FEES \$ 20,539.00

<u>DATE</u>	<u>DISBURSEMENTS</u>	<u>VALUE</u>
12/06/24	Royal Bank Of Canada- JoAnne Borlase - COURT FEE FOR FILING MOTION RECORD	339.00
12/12/24	Dickinson Wright LLP - TERAVIEW DAPP ACTIVITY	43.90
	Document and CD Duplication	11.01

TOTAL DISBURSEMENTS \$ 393.91

HST - ONTARIO \$ 2,677.21

TOTAL CURRENT INVOICE \$ 23,610.12

TIMEKEEPER SUMMARY

<u>TIMEKEEPER</u>	<u>TITLE</u>	<u>RATE</u>	<u>HOURS</u>	<u>VALUE</u>
LISA S. CORNE [LSC]	PARTNER	935.00	10.40	9,724.00
JOHN D. LESLIE [JDL]	PARTNER	1,050.00	10.30	10,815.00
TOTAL FEES CURRENT INVOICE			<u>20.70</u>	\$ <u>20,539.00</u>

PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT

DICKINSON WRIGHT LLP

JOHN D. LESLIE

In accordance with the Solicitors Act interest at 1.3% will be charged on all accounts outstanding over 30 days. E.&O.E.

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GST/HST NUMBER: 831204003 RT0001

DICKINSON WRIGHT LLP

INVOICE DATE: FEBRUARY 25, 2025
INVOICE NO.: 2012322

KSV ADVISORY INC.
220 BAY STREET 13TH FLOOR
TORONTO, ON M5J 2W4
CANADA

ATTN: Bobby Kofman

CLIENT/MATTER NO.: 110816-00001

RE: INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN BELLEVILLE)

PRIVILEGED AND CONFIDENTIAL

FOR PROFESSIONAL SERVICES THROUGH JANUARY 31, 2025		CAD
TOTAL FEES CURRENT INVOICE.....	\$	4,425.50
HST - ONTARIO	\$	575.32
TOTAL CURRENT INVOICE.....	\$	5,000.82

OUTSTANDING INVOICES ON THE MATTER BILLED ON THIS CURRENT INVOICE AS OF FEBRUARY 25, 2025

INVOICE	DATE	BILLED VALUE	PAYMENTS	OUTSTANDING
1993376	12/17/24	10,860.43	(0.00)	10,860.43
2004412	01/31/25	23,610.12	(0.00)	23,610.12
TOTAL OUTSTANDING FROM PRIOR INVOICES.....				\$ 34,470.55
TOTAL AMOUNT DUE				\$ 39,471.37

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GST/HST NUMBER: 831204003 RT0001

INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN
BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: FEBRUARY 25, 2025
INVOICE NO.: 2012322
PAGE 2 OF 3

CURRENT INVOICE DETAIL

<u>DATE</u>	<u>SERVICES</u>	<u>TITLE</u>	<u>TIMEKEEPER</u>
01/22/25	Review update re: Tendering.	Partner	J D Leslie
01/24/25	Review letter re: construction manager.	Partner	J D Leslie
01/27/25	[REDACTED]	Partner	L S Corne
	[REDACTED]		
	[REDACTED]		
01/28/25	Telephone conference with Bobby Kofman re: status and next steps.	Partner	J D Leslie
01/30/25	[REDACTED]	Partner	L S Corne
	[REDACTED]		
	[REDACTED]		
01/30/25	Preparation and update call with DUCA and KSV.	Partner	J D Leslie
01/31/25	Emails re: fusion claim. Initial review.	Partner	J D Leslie

TOTAL FEES	\$	4,425.50
HST - ONTARIO	\$	575.32
TOTAL CURRENT INVOICE	\$	<u>5,000.82</u>

TIMEKEEPER SUMMARY

<u>TIMEKEEPER</u>	<u>TITLE</u>	<u>RATE</u>	<u>HOURS</u>	<u>VALUE</u>
JOHN D. LESLIE [JDL]	PARTNER	1,105.00	3.10	3,425.50
LISA S. CORNE [LSC]	PARTNER	1,000.00	1.00	1,000.00
TOTAL FEES CURRENT INVOICE			<u>4.10</u>	\$ <u>4,425.50</u>



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INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN
BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: FEBRUARY 25, 2025
INVOICE NO.: 2012322
PAGE 3 OF 3

PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT

DICKINSON WRIGHT LLP

A handwritten signature in black ink, appearing to read 'J. Leslie', enclosed within a large, loopy oval.

JOHN D. LESLIE

In accordance with the Solicitors Act interest at 1.3% will be charged on all accounts outstanding over 30 days. E.&O.E.

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DICKINSON WRIGHT LLP

INVOICE DATE: MARCH 15, 2025
INVOICE NO.: 2019540

KSV ADVISORY INC.
220 BAY STREET 13TH FLOOR
TORONTO, ON M5J 2W4
CANADA

ATTN: Bobby Kofman

CLIENT/MATTER NO.: 110816-00001

RE: INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN BELLEVILLE)

PRIVILEGED AND CONFIDENTIAL

FOR PROFESSIONAL SERVICES THROUGH FEBRUARY 28, 2025	CAD
TOTAL FEES CURRENT INVOICE	\$ 1,000.00
TOTAL DISBURSEMENTS CURRENT INVOICE	\$ 50.00
HST- ONTARIO	\$ 36.50
TOTAL CURRENT INVOICE.....	\$ 1,186.50

OUTSTANDING INVOICES ON THE MATTER BILLED ON THIS CURRENT INVOICE AS OF MARCH 15, 2025

INVOICE	Qfil	BILLED VALUE	PAYMENTS	OUTSTANDING
2012322	02/25/25	5,000.82	(0.00)	5,000.82
TOTAL OUTSTANDING FROM PRIOR INVOICES.....				\$ 5,000.82
TOTAL AMOUNT DUE.....				\$ 6,187.32

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(Please reference your client/invoice numbers when paying electronically)		



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GST/HST NUMBER: 831204003 RT0001

INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN
BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: MARCH 15, 2025
INVOICE NO.: 2019540
PAGE 2 OF 2

CURRENT INVOICE DETAIL

<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
02/14/25	LSC	[REDACTED]	1.0	1,000.00
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		
TOTAL FEES			1.0	\$ 1,000.00

<u>DISBURSEMENTS</u>	<u>VALUE</u>
Document and CD Duplication	50.00
TOTAL DISBURSEMENTS	\$ 50.00
HST - ONTARIO	\$ 136.50
TOTAL CURRENT INVOICE	\$ <u>1,186.50</u>

TIMEKEEPER SUMMARY				
<u>TIMEKEEPER</u>	<u>TITLE</u>	<u>RATE</u>	<u>HOURS</u>	<u>VALUE</u>
LISA S. CORNE [LSC]	PARTNER	1,000.00	1.00	1,000.00
TOTAL FEES CURRENT INVOICE			<u>1.00</u>	<u>\$ 1,000.00</u>

PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT

DICKINSON WRIGHT LLP

JOHN D. LESLIE

In accordance with the Solicitors Act interest at 1.3% will be charged on all accounts outstanding over 30 days. E.&O.E.

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GST/HST NUMBER: 831204003 RT0001

DICKINSON WRIGHT LLP

INVOICE DATE: MARCH 15, 2025
INVOICE NO.: 2073718

KSV ADVISORY INC.
220 BAY STREET 13TH FLOOR
TORONTO, ON M5J 2W4
CANADA

ATTN: Bobby Kofman

CLIENT/MATTER NO.: 110816-00001

RE: INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN BELLEVILLE)

PRIVILEGED AND CONFIDENTIAL

FOR PROFESSIONAL SERVICES THROUGH FEBRUARY 28, 2025

CAD

TOTAL FEES CURRENT INVOICE.....	\$	3,425.50
HST- ONTARIO.....	\$	45.32
TOTAL CURRENT INVOICE.....	\$	3,870.82

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INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN
BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: MARCH 15, 2025
INVOICE NO.: 2073718
PAGE 2 OF 2

CURRENT INVOICE DETAIL

<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
02/03/25	JDL	Review Construction Lieu filing of Fusion.	1.8	1,989.00
02/12/25	JDL	Preparation and attend call with Turion counsel and KSV.	0.8	884.00
02/28/25	JDL		0.5	552.50
TOTAL FEES			3.1	\$ 3,425.50
HST - ONTARIO				\$ 445.32
TOTAL CURRENT INVOICE				\$ <u>3,870.82</u>

TIMEKEEPER SUMMARY

<u>TIMEKEEPER</u>	<u>TITLE</u>	<u>RATE</u>	<u>HOURS</u>	<u>VALUE</u>
JOHN D. LESLIE [JDL]	PARTNER	1,105.00	3.10	3,425.50
TOTAL FEES CURRENT INVOICE			<u>3.10</u>	<u>\$ 3,425.50</u>

PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT

DICKINSON WRIGHT LLP

JOHN D. LESLIE

In accordance with the Solicitors Act interest at 1.3% will be charged on all accounts outstanding over 30 days. E.&O.E.

199 BAY STREET, SUITE 2200
P.O. Box 447, COMMERCE COURT WEST
TORONTO, ON CANADA M5L 1G4
TELEPHONE: (416) 777-0101
http://www.dieKinsonwright.com
GST/HST NUMBER: 831204003 RT0001

DICKINSON WRIGHT LLP

INVOICE DATE: APRIL 16, 2025
INVOICE NO.: 2029340

KSV ADVISORY INC.
220 BAY STREET 13TH FLOOR
TORONTO, ON M5J 2W4
CANADA

ATTN: Bobby Kofman

CLIENT/MATTER NO.: 110816-00001

RE: INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN BELLEVILLE)

PRIVILEGED AND CONFIDENTIAL

FOR PROFESSIONAL SERVICES THROUGH MARCH 31, 2025		CAD
TOTAL FEES CURRENT INVOICE.....	\$	8,861.50
HST- ONTARIO	\$	1,152.00
TOTAL CURRENT INVOICE.....	\$	10,013.50

OUTSTANDING INVOICES ON THE MATTER BILLED ON THIS CURRENT INVOICE AS OF APRIL 16, 2025

INVOICE	DATE	BILLED VALUE	PAYMENTS	OUTSTANDING
2012322	02/25/25	5,000.82	(0.00)	5,000.82
2019540	03/15/25	1,186.50	(0.00)	1,186.50
TOTAL OUTSTANDING FROM PRIOR INVOICES.....				\$ 6,187.32
TOTAL AMOUNT DUE.....				\$ 16,200.82

This statement may reflect time and professional services rendered by attorneys or other legal personnel associated with the Firm's international or other affiliate(s). Such attorneys, who are licensed in other jurisdictions, are consulted and serve as legal advisors to the Firm based on their licensed status in such jurisdictions and expertise in particular legal specialties.

Remittance Instructions		
Terms: Due and Payable Upon Receipt		
Mail To:	Wire Instructions:	ACH Instructions:
Dickinson Wright LLP 199 Bay Street Suite 2200 Commerce Court West Toronto, ON, M5L 1G4	Royal Bank of Canada 200 Bay Street Toronto, ON Canada M5J 2J5 Bank Number: 003 Branch Number: 00002 Account#: 1056399 SWIFT CODE: ROYCCAT2 Sort Code: /ICC000300002 (Sort Code used only for Non-US Foreign Wires)	Royal Bank of Canada 200 Bay Street Toronto, ON Canada M5J 2J5 Bank Number: 003 Branch Number: 00002 Account#: 1056399
(Please reference your client/invoice numbers when paying electronically)		



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INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN
BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: APRIL 16, 2025
INVOICE NO.: 2029340
PAGE 2 OF 3

CURRENT INVOICE DETAIL

<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
03/04/25	JDL	[REDACTED]	0.8	884.00
03/19/25	JDL	[REDACTED]	1.8	1,989.00
03/19/25	LSC	[REDACTED]	1.0	1,000.00
03/21/25	JDL	Preparation and telephone conference with DUCA and KSV and proposed CM.	1.2	1,326.00
03/24/25	JDL	[REDACTED]	0.6	663.00
03/25/25	LSC	[REDACTED]	0.5	500.00
03/26/25	JDL	[REDACTED]	0.4	442.00
03/28/25	JDL	Preparation and telephone conference with DUCA and KSV.	1.0	1,105.00
03/31/25	JDL	Telephone conference and emails with Receiver re: Court dates. Secure date.	0.5	552.50
03/31/25	LSC	[REDACTED]	0.4	400.00
TOTAL FEES			8.2	\$ 8,861.50
HST - ONTARIO				\$ 1,152.00
TOTAL CURRENT INVOICE				\$ <u>10,013.50</u>

TIMEKEEPER SUMMARY

<u>TIMEKEEPER</u>	<u>TITLE</u>	<u>RATE</u>	<u>HOURS</u>	<u>VALUE</u>
JOHN D. LESLIE [JDL]	PARTNER	1,105.00	6.30	6,961.50
LISA S. CORNE [LSC]	PARTNER	1,000.00	1.90	1,900.00
TOTAL FEES CURRENT INVOICE			<u>8.20</u>	\$ <u>8,861.50</u>



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INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN
BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: APRIL 16, 2025
INVOICE NO.: 2029340
PAGE 3 OF 3

PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT

DICKINSON WRIGHT LLP

A handwritten signature in black ink, appearing to read 'J. D. Leslie', enclosed within a large, loopy oval.

JOHN D. LESLIE

In accordance with the Solicitors Act interest at 1.3% will be charged on all accounts outstanding over 30 days. E.&O.E.

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DICKINSON WRIGHT LLP

INVOICE DATE: JUNE 24, 2025
INVOICE NO.: 2050803

KSV ADVISORY INC.
220 BAY STREET 13TH FLOOR
TORONTO, ON M5J 2W4
CANADA

ATTN: Bobby Kofman

CLIENT/MATTER NO.: 110816-00001

RE: INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN BELLEVILLE)

PRIVILEGED AND CONFIDENTIAL

FOR PROFESSIONAL SERVICES THROUGH MAY 31, 2025		CAD
TOTAL FEES CURRENT INVOICE	\$	73,025.50
TOTAL DISBURSEMENTS CURRENT INVOICE	\$	2,031.90
HST - ONTARIO	\$	9,713.39
TOTAL CURRENT INVOICE	\$	84,770.79

This statement may reflect time and professional services rendered by attorneys or other legal personnel associated with the Firm's international or other affiliate(s). Such attorneys, who are licensed in other jurisdictions, are consulted and serve as legal advisors to the Firm based on their licensed status in such jurisdictions and expertise in particular legal specialties.

Remittance Instructions		
****Terms: Due and Payable Upon Receipt****		
Mail To:	Wire Instructions:	ACH Instructions:
Dickinson Wright LLP 199 Bay Street Suite 2200 Commerce Court West Toronto, ON, M5L 1G4	Royal Bank of Canada 200 Bay Street Toronto, ON Canada M5J 2J5 Bank Number: 003 Branch Number: 00002 Account#: 1056399 SWIFT CODE: ROYCCAT2 Sort Code: /ICC000300002 (Sort Code used only for Non-US Foreign Wires)	Royal Bank of Canada 200 Bay Street Toronto, ON Canada M5J 2J5 Bank Number: 003 Branch Number: 00002 Account#: 1056399
(Please reference your client/invoice numbers when paying electronically)		



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INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN
BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: JUNE 24, 2025
INVOICE NO.: 2050803
PAGE 2 OF 6

CURRENT INVOICE DETAIL

<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
04/01/25	LSC	Confirm May 5 court date with Justice Kershman	0.2	200.00
04/03/25	JDL	Updated emails re: Tarion and next steps.	0.8	884.00
04/07/25	JDL	Emails re: status and Court time.	0.6	663.00
04/09/25	JDL	[REDACTED]	1.2	1,326.00
04/09/25	LSC	[REDACTED]	0.8	800.00
04/10/25	JDL	Preparation and update call with DUCA and KSV re: next steps.	1.2	1,326.00
04/16/25	LSC	[REDACTED]	1.5	1,500.00
04/17/25	JDL	[REDACTED]	1.2	1,326.00
04/17/25	LSC	[REDACTED]	0.5	500.00
04/18/25	JDL	Internal discussion re: revisions.	0.5	552.50
04/21/25	LSC	[REDACTED]	4.0	4,000.00
04/21/25	JDL	[REDACTED]	1.2	1,326.00
04/22/25	LSC	[REDACTED]	2.0	2,000.00
04/23/25	LSC	[REDACTED]	1.2	1,200.00
04/23/25	JDL	[REDACTED]	1.0	1,105.00
04/23/25	HH	[REDACTED]	0.2	60.00
04/24/25	LSC	[REDACTED]	1.8	1,800.00



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INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN
BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: JUNE 24, 2025
INVOICE NO.: 2050803
PAGE 3 OF 6

<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
04/25/25	LSC	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	1.5	1,500.00
04/26/25	JDL	Review and revise Report.	1.0	1,105.00
04/28/25	LSC	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	1.0	1,000.00
04/29/25	JDL	Review revised contract documents. Internal updates. Numerous emails.	1.8	1,989.00
04/29/25	JDL	Numerous emails re: Fusion and next steps.	1.0	1,105.00
04/29/25	LSC	[REDACTED] [REDACTED] [REDACTED]	1.0	1,000.00
04/30/25	JDL	Final review of Report. Numerous status emails. Internal follow-up. Deliver Receiver's Motion Record.	2.2	2,431.00
04/30/25	LSC	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	3.2	3,200.00
05/01/25	JDL	Numerous emails re: opposition by lien claimants and discussion of next steps. Review further documents.	1.8	1,989.00
05/01/25	LSC	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	2.2	2,200.00
05/02/25	JDL	Preparation and discussions with all parties re: position on the Motion. Review numerous emails. Initial preparation. Review Supplemental Report.	2.2	2,431.00



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CLIENT/MATTER NO.:110816-00001

INVOICE DATE: JUNE 24, 2025
INVOICE NO.: 2050803
PAGE 4 OF 6

<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
05/02/25	LSC	[REDACTED]	7.2	7,200.00
05/02/25	KK	Conducting due diligence on, and pulling corporate profiles for 2460467 ONTARIO INC. and Fusioncorp Developments Inc. per request of L.S.Corne ;	0.4	84.00
05/02/25	BGM	Attending to correspondence with L. Corne regarding preparation of factum; reviewing correspondence with Receiver, counsel for secured creditor and lien claimants; attending call with Receiver; reviewing motion materials and Receiver's reports; drafting factum; attending call with D. Baldwin to discuss construction lien claimant concerns.	7.0	4,025.00
05/05/25	LSC	[REDACTED]	2.5	2,500.00
05/05/25	JDL	Internal preparation re: Motion. Follow-up from hearing. Numerous emails.	2.0	2,210.00
05/06/25	LSC	[REDACTED]	0.5	500.00
05/07/25	LSC	[REDACTED]	0.5	500.00
05/08/25	LSC	[REDACTED]	1.5	1,500.00
05/09/25	LSC	[REDACTED]	1.2	1,200.00



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CLIENT/MATTER NO.:110816-00001

INVOICE DATE: JUNE 24, 2025
INVOICE NO.: 2050803
PAGE 5 OF 6

<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
05/12/25	JDL	Emails re: possible farther report.	0.6	663.00
05/12/25	LSC	[REDACTED]	1.8	1,800.00
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		
05/13/25	JDL	Emails regarding responding material and preparing for Motion. Update Order. Emails wit DUCA counsel.	1.8	1,989.00
05/13/25	LSC	[REDACTED]	1.0	1,000.00
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		
05/14/25	JDL	Numerous emails re: outcome of hearing and next steps.	1.4	1,547.00
05/14/25	LSC	[REDACTED]	1.8	1,800.00
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		
05/15/25	JDL	Review Order.	0.4	442.00
05/15/25	LSC	[REDACTED]	0.5	500.00
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		
05/19/25	JDL	Emails re: executed contract.	0.4	442.00
05/26/25	JDL	Review comments re: management agreement. Emails with KSV.	1.0	1,105.00
05/27/25	LSC	[REDACTED]	1.0	1,000.00
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		
05/29/25	LSC	[REDACTED]	0.5	500.00
		[REDACTED]		
TOTAL FEES			73.8	\$ 73,025.50



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INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN
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CLIENT/MATTER NO.:110816-00001

INVOICE DATE: JUNE 24, 2025
INVOICE NO.: 2050803
PAGE 6 OF 6

<u>DATE</u>	<u>DISBURSEMENTS</u>	<u>VALUE</u>
05/01/25	Royal Bank Of Canada- Nicole Lee - BILLABLE COURT AND RELATED - VENDOR: ROYAL BANK OF CANADA - FILING FEE RE MOTION RECORD INV# 3105846 DATE: 05/01/2025	339.00
05/01/25	Dickinson Wright LLP - TERAVIEW DAPP ACTIVITY	37.90
05/05/25	13139026 Canada Inc - BILLABLE COURT AND RELATED - VENDOR: REGY - EDD FEE - ON CORPORATE PROFILE FOR 2460467 ONTARIO INC. INV# INV0284 DATE: 05/05/2025 Computerized LGL Research	32.00 1,623.00
TOTAL DISBURSEMENTS		\$ 2,031.90
HST - ONTARIO		\$ 9,713.39
TOTAL CURRENT INVOICE		\$ <u>84,770.79</u>

TIMEKEEPER SUMMARY				
<u>TIMEKEEPER</u>	<u>TITLE</u>	<u>RATE</u>	<u>HOURS</u>	<u>VALUE</u>
HUGO HE [HH]	ASSISTANT	300.00	0.20	60.00
JOHN D. LESLIE [JDL]	PARTNER	1,105.00	25.30	27,956.50
LISA S. CORNE [LSC]	PARTNER	1,000.00	40.90	40,900.00
BLAIR G. MCRADU [BGM]	OF COUNSEL	575.00	7.00	4,025.00
KATYA KARPACHEVA [KK]	CORP LAW CLERK	210.00	0.40	84.00
TOTAL FEES CURRENT INVOICE			<u>73.80</u>	<u>\$ 73,025.50</u>

PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT

DICKINSON WRIGHT LLP

JOHN D. LESLIE

In accordance with the Solicitors Act interest at 1.3% will be charged on all accounts outstanding over 30 days. E.&O.E.

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DICKINSON WRIGHT LLP

INVOICE DATE: JULY 17, 2025
INVOICE NO.: 2059393

KSV ADVISORY INC.
220 BAY STREET 13TH FLOOR
TORONTO, ON M5J 2W4
CANADA

ATTN: Bobby Kofman

CLIENT/MATTER NO.: 110816-00001

RE: INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN BELLEVILLE)

PRIVILEGED AND CONFIDENTIAL

FOR PROFESSIONAL SERVICES THROUGH JUNE 30, 2025		CAD
TOTAL FEES CURRENT INVOICE.....	\$	17,003.50
HST- ONTARIO.....	\$	2,210.46
TOTAL CURRENT INVOICE.....	\$	19,213.96

This statement may reflect time and professional services rendered by attorneys or other legal personnel associated with the Firm's international or other affiliate(s). Such attorneys, who are licensed in other jurisdictions, are consulted and serve as legal advisors to the Firm based on their licensed status in such jurisdictions and expertise in particular legal specialties.

Remittance Instructions		
Terms: Due and Payable Upon Receipt		
Mail To:	Wire Instructions:	ACH Instructions:
Dickinson Wright LLP 199 Bay Street Suite 2200 Commerce Court West Toronto, ON, M5L 1G4	Royal Bank of Canada 200 Bay Street Toronto, ON Canada M5J 2J5 Bank Number: 003 Branch Number: 00002 Account#: 1056399 SWIFT CODE: ROYCCAT2 Sort Code: /ICC000300002 (Sort Code used only for Non-US Foreign Wires)	Royal Bank of Canada 200 Bay Street Toronto, ON Canada M5J 2J5 Bank Number: 003 Branch Number: 00002 Account#: 1056399
(Please reference your client/invoice numbers when paying electronically)		



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INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN
BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: JULY 17, 2025
INVOICE NO.: 2059393
PAGE 2 OF 4

CURRENT INVOICE DETAIL

<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
06/02/25	JDL	Internal update re: management agreement and next steps. Review and Revise Amendments and telephone conferences.	1.4	1,547.00
06/02/25	LSC	[REDACTED]	1.2	1,200.00
06/03/25	LSC	[REDACTED]	1.5	1,500.00
06/03/25	JDL	[REDACTED]	0.8	884.00
06/04/25	JDL	[REDACTED]	1.4	1,547.00
06/04/25	LSC	[REDACTED]	0.5	500.00
06/05/25	LSC	[REDACTED]	0.4	400.00
06/05/25	JDL	[REDACTED]	0.5	552.50
06/10/25	LSC	[REDACTED]	0.8	800.00
06/16/25	LSC	[REDACTED]	0.5	500.00
06/18/25	LSC	[REDACTED]	0.5	500.00
06/19/25	LSC	[REDACTED]	1.0	1,000.00
06/20/25	LSC	[REDACTED]	0.5	500.00
06/20/25	LSC	[REDACTED]	0.5	500.00
06/23/25	JDL	Update on call re: Westmonunt.	0.4	442.00



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INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN
BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: JULY 17, 2025
INVOICE NO.: 2059393
PAGE 3 OF 4

<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
06/23/25	LSC	[REDACTED]	0.5	500.00
06/24/25	LSC	[REDACTED]	0.5	500.00
06/25/25	LSC	[REDACTED]	0.4	400.00
06/25/25	JDL	Preparation and telephone conference with client, Owen Wright and fusion re: condo requirement. Review Amendment to Co-operation Agreement.	2.2	2,431.00
06/26/25	LSC	Email to Mitch Stephenson with further comments on draft cooperation agreement	0.2	200.00
06/26/25	LSC	Email with B, Kofman and revise cooperation agreement with Westmount, email revisions to counsel for Duca and Westmount	0.6	600.00
TOTAL FEES			16.3	\$ 17,003.50
HST - ONTARIO				\$ 2,210.46
TOTAL CURRENT INVOICE				\$ <u>19,213.96</u>

TIMEKEEPER SUMMARY				
<u>TIMEKEEPER</u>	<u>TITLE</u>	<u>RATE</u>	<u>HOURS</u>	<u>VALUE</u>
JOHN D. LESLIE [JDL]	PARTNER	1,105.00	6.70	7,403.50
LISA S. CORNE [LSC]	PARTNER	1,000.00	9.60	9,600.00
TOTAL FEES CURRENT INVOICE			<u>16.30</u>	\$ <u>17,003.50</u>



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BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: JULY 17, 2025
INVOICE NO.: 2059393
PAGE 4 OF 4

PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT

DICKINSON WRIGHT LLP

A handwritten signature in black ink, appearing to read 'JD Leslie', enclosed within a large, loopy circular flourish.

JOHN D. LESLIE

In accordance with the Solicitors Act interest at 1.3% will be charged on all accounts outstanding over 30 days. E.&O.E.

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http://www.dieKin sonwright.com
GST/HST NUMBER: 831204003 RT0001

DICKINSON WRIGHT LLP

INVOICE DATE: AUGUST 21, 2025
INVOICE NO.: 2070845

KSV ADVISORY INC.
220 BAY STREET 13TH FLOOR
TORONTO, ON M5J 2W4
CANADA

ATTN: Bobby Kofman

CLIENT/MATTER NO.: 110816-00001

RE: INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN BELLEVILLE)

PRIVILEGED AND CONFIDENTIAL

FOR PROFESSIONAL SERVICES THROUGH JULY 31, 2025		CAD		
TOTAL FEES CURRENT INVOICE.....	\$	17,109.50		
HST- ONTARIO	\$	<u>2,224.24</u>		
TOTAL CURRENT INVOICE.....	\$	19,333.74		
<u>OUTSTANDING INVOICES ON THE MATTER BILLED ON THIS CURRENT INVOICE AS OF AUGUST 21, 2025</u>				
<u>INVOICE</u>	<u>DATE</u>	<u>BILLED VALUE</u>	<u>PAYMENTS</u>	<u>OUTSTANDING</u>
2059393	07/17/25	19,213.96	(0.00)	<u>19,213.96</u>
TOTAL OUTSTANDING FROM PRIOR INVOICES.....		\$		19,213.96
TOTAL AMOUNT DUE.....		\$		<u>38,547.70</u>

This statement may reflect time and professional services rendered by attorneys or other legal personnel associated with the Firm's international or other affiliate(s). Such attorneys, who are licensed in other jurisdictions, are consulted and serve as legal advisors to the Firm based on their licensed status in such jurisdictions and expertise in particular legal specialties.

Remittance Instructions		
Terms: Due and Payable Upon Receipt		
Mail To:	Wire Instructions:	ACH Instructions:
Dickinson Wright LLP 199 Bay Street Suite 2200 Commerce Court West Toronto, ON, M5L 1G4	Royal Bank of Canada 200 Bay Street Toronto, ON Canada M5J 2J5 Bank Number: 003 Branch Number: 00002 Account#: 1056399 SWIFT CODE: ROYCCAT2 Sort Code:/IC000300002 (Sort Code used only for Non-US Foreign Wires)	Royal Bank of Canada 200 Bay Street Toronto, ON Canada M5J 2J5 Bank Number: 003 Branch Number: 00002 Account#: 1056399
(Please reference your client/invoice numbers when paying electronically)		



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P.O. BOX 447, COMMERCE COURT WEST
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TELEPHONE: (416) 777-0101
<http://www.dickinsonwright.com>
GST/HST NUMBER: 831204003 RT0001

INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN
BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: AUGUST 21, 2025
INVOICE NO.: 2070845
PAGE 2 OF 4

CURRENT INVOICE DETAIL

<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
07/02/25	JDL	Review emails re: Agreement.	0.4	442.00
07/02/25	LSC	Review email from M. Stephenson regarding revision to completion agreement, and email with B. Kofman re same	0.4	400.00
07/03/25	LSC	Review email from counsel for Toromont and notice of change and instruct clerk to update to service list	0.4	400.00
07/04/25	JDL	[REDACTED]	0.6	663.00
07/04/25	LSC	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	1.0	1,000.00
07/07/25	LSC	Review and respond to email from B. Kaufman regarding cooperation agreement and Tarion warranties	0.5	500.00
07/09/25	LSC	[REDACTED] [REDACTED]	0.5	500.00
07/09/25	JDL	Emails re: confirmation of co-operation Agreement and next steps.	0.6	663.00
07/10/25	LSC	[REDACTED] [REDACTED]	0.4	400.00
07/10/25	JDL	Further emails re: Stephenson and Jaipargas.	0.6	663.00
07/11/25	LSC	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	1.5	1,500.00
07/14/25	LSC	[REDACTED] [REDACTED]	0.6	600.00
07/14/25	JDL	Updates with Receiver.	0.4	442.00
07/15/25	LSC	Telephone call with B. Kofman and B. Luder regarding warranties and email to D. Boan regarding same	0.5	500.00
07/17/25	JDL	Internal discussion and emails re warrant.	0.4	442.00
07/17/25	LSC	[REDACTED] [REDACTED] [REDACTED]	0.5	500.00
07/22/25	LSC	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	0.5	500.00



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INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN
BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: AUGUST 21, 2025
INVOICE NO.: 2070845
PAGE 3 OF 4

<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
07/24/25	LSC	[REDACTED]	0.4	400.00
07/25/25	LSC	[REDACTED]	1.5	1,500.00
07/28/25	LSC	[REDACTED]	1.2	1,200.00
07/29/25	LSC	[REDACTED]	0.4	400.00
07/29/25	JDL	Emails re: Tarion and follow-up.	0.4	442.00
07/30/25	LSC	[REDACTED]	1.5	1,500.00
07/31/25	JDL	Review draft email re: Tarion. Internal discussion.	0.5	552.50
07/31/25	LSC	[REDACTED]	1.0	1,000.00
TOTAL FEES			16.7	\$ 17,109.50
HST - ONTARIO				\$ 2,224.24
TOTAL CURRENT INVOICE				\$ <u>19,333.74</u>

TIMEKEEPER SUMMARY				
<u>TIMEKEEPER</u>	<u>TITLE</u>	<u>RATE</u>	<u>HOURS</u>	<u>VALUE</u>
JOHN D. LESLIE [JDL]	PARTNER	1,105.00	3.90	4,309.50
LISA S. CORNE [LSC]	PARTNER	1,000.00	12.80	12,800.00
TOTAL FEES CURRENT INVOICE			<u>16.70</u>	<u>\$ 17,109.50</u>



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CLIENT/MATTER NO.:110816-00001

INVOICE DATE: AUGUST 21, 2025
INVOICE NO.: 2070845
PAGE 4 OF 4

PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT

DICKINSON WRIGHT LLP

A handwritten signature in black ink, appearing to read 'J. Leslie'.

JOHN D. LESLIE

In accordance with the Solicitors Act interest at 1.3% will be charged on all accounts outstanding over 30 days. E.&O.E.

199 BAY STREET, SUITE 2200
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GST/HST NUMBER: 831204003 RT0001

DICKINSON WRIGHT LLP

INVOICE DATE: SEPTEMBER 24, 2025
INVOICE NO.: 2080387

KSV ADVISORY INC.
220 BAY STREET 13TH FLOOR
TORONTO, ON M5J 2W4
CANADA

ATTN: Bobby Kofman

CLIENT/MATTER NO.: 110816-00001

RE: INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN BELLEVILLE)

PRIVILEGED AND CONFIDENTIAL

FOR PROFESSIONAL SERVICES THROUGH AUGUST 31, 2025			<u>CAD</u>
TOTAL FEES CURRENT INVOICE.....	\$	15,498.00	
HST- ONTARIO	\$	2,014.74	
TOTAL CURRENT INVOICE	\$	17,512.74	
<u>OUTSTANDING INVOICES ON THE MATTER BILLED ON THIS CURRENT INVOICE AS OF SEPTEMBER 24, 2025</u>			
<u>INVOICE</u>	<u>DATE</u>	<u>BILLED VALUE</u>	<u>PAYMENTS</u> <u>OUTSTANDING</u>
2073718	03/15/25	3,870.82	(0.00) <u>3,870.82</u>
TOTAL OUTSTANDING FROM PRIOR INVOICES.....	\$	3,870.82	
TOTAL AMOUNT DUE.....	\$	21,383.56	

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GST/HST NUMBER: 831204003 RT0001

INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN
BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: SEPTEMBER 24, 2025
INVOICE NO.: 2080387
PAGE 2 OF 3

CURRENT INVOICE DETAIL

<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
08/01/25	JDL	[REDACTED]	0.8	884.00
08/06/25	LSC	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	1.8	1,800.00
08/06/25	JDL	Review and Revise email re: Notices.	0.6	663.00
08/06/25	JDL	Emails re: Notices.	0.6	663.00
08/07/25	LSC	[REDACTED] [REDACTED] [REDACTED]	0.4	400.00
08/08/25	LSC	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	0.8	800.00
08/08/25	JDL	Preparation and telephone conference with KSV and Corne re: Notices. Internal follow-up and next steps.	1.4	1,547.00
08/12/25	LSC	[REDACTED] [REDACTED] [REDACTED]	1.0	1,000.00
08/12/25	JDL	Emails re: delay notices.	0.8	884.00
08/14/25	JDL	Review and revise Memo re: Default Notices.	1.2	1,326.00
08/18/25	LSC	[REDACTED] [REDACTED] [REDACTED]	1.2	1,200.00
08/18/25	JDL	Review, revise and deliver memo re: notices.	0.8	884.00
08/21/25	LSC	[REDACTED] [REDACTED] [REDACTED]	0.5	500.00
08/21/25	JDL	Review DUCA response to memo and further emails.	0.8	884.00
08/25/25	LSC	[REDACTED] [REDACTED] [REDACTED]	0.5	500.00
08/25/25	JDL	Emails re: Borrowing Charge. Internal discussions.	0.6	663.00



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INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN
BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: SEPTEMBER 24, 2025
INVOICE NO.: 2080387
PAGE 3 OF 3

<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
08/27/25	LSC	[REDACTED]	0.5	500.00
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		
08/28/25	LSC	[REDACTED]	0.4	400.00
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		

TOTAL FEES	14.7	\$	15,498.00
HST - ONTARIO		\$	2,014.74
TOTAL CURRENT INVOICE		\$	<u>17,512.74</u>

TIMEKEEPER SUMMARY				
<u>TIMEKEEPER</u>	<u>TITLE</u>	<u>RATE</u>	<u>HOURS</u>	<u>VALUE</u>
JOHN D. LESLIE [JDL]	PARTNER	1,105.00	7.60	8,398.00
LISA S. CORNE [LSC]	PARTNER	1,000.00	7.10	7,100.00
TOTAL FEES CURRENT INVOICE			<u>14.70</u>	<u>\$ 15,498.00</u>

PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT

DICKINSON WRIGHT LLP

JOHN D. LESLIE

In accordance with the Solicitors Act interest at 1.3% will be charged on all accounts outstanding over 30 days. E.&O.E.

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GST/HST NUMBER: 831204003 RT0001

DICKINSON WRIGHT LLP

INVOICE DATE: OCTOBER 31, 2025
INVOICE NO.: 2091718

KSV ADVISORY INC.
220 BAY STREET 13TH FLOOR
TORONTO, ON M5J 2W4
CANADA

ATTN: Bobby Kofman

CLIENT/MATTER NO.: 110816-00001

RE: INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN BELLEVILLE)

PRIVILEGED AND CONFIDENTIAL

FOR PROFESSIONAL SERVICES THROUGH SEPTEMBER 30, 2025		CAD
TOTAL FEES CURRENT INVOICE.....	\$	16,383.00
HST- ONTARIO	\$	2,129.79
TOTAL CURRENT INVOICE	\$	18,512.79

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DICKINSON WRIGHT LLP

INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: OCTOBER 31, 2025
INVOICE NO.: 2091718
PAGE 2 OF 5

STATEMENT OF ACCOUNT

OUTSTANDING INVOICES ON THIS MATTER BILLED AS OF OCTOBER 31, 2025

INVOICE	DATE	BILLED VALUE	PAYMENTS	BALANCE
2073718	03/15/25	3,870.82	(0.00)	3,870.82
2080387	09/24/25	17,512.74	(0.00)	17,512.74
TOTAL OUTSTANDING FROM PRIOR INVOICES			\$	21,383.56
TOTAL AMOUNT DUE ON CURRENT INVOICE			\$	18,512.79
GRAND TOTAL			\$	39,896.35

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INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN
BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: OCTOBER 31, 2025
INVOICE NO.: 2091718
PAGE 3 OF 5

CURRENT INVOICE DETAIL

<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
09/08/25	LSC	[REDACTED]	1.0	1,000.00
09/10/25	LSC	[REDACTED]	2.0	2,000.00
09/12/25	LSC	[REDACTED]	1.2	1,200.00
09/15/25	LSC	Review addendum to Agreement of purchase and sale and prepare draft letter from Receiver to purchasers regarding occupancy date	1.0	1,000.00
09/16/25	LSC	[REDACTED]	1.2	1,200.00
09/16/25	JDL	Review and revise Letter to existing purchasers. Internal discussion.	1.0	1,105.00
09/17/25	LSC	[REDACTED]	1.2	1,200.00
09/18/25	LSC	Email from B. Kofman and revise draft letter to purchasers to incorporate comments , send draft letter to R. Japargais for review	0.5	500.00
09/18/25	LSC	[REDACTED]	0.5	500.00



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INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN
BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: OCTOBER 31, 2025
INVOICE NO.: 2091718
PAGE 4 OF 5

<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
09/18/25	LSC	[REDACTED]	0.5	500.00
09/19/25	JDL	Update call with DUCA. Review KSV revision to purchaser's letter.	0.8	884.00
09/24/25	JDL	Numerous emails re: DUCA position.	0.8	884.00
09/24/25	LSC	[REDACTED]	0.3	300.00
09/26/25	LSC	[REDACTED]	0.5	500.00
09/29/25	JDL	Numerous email and discussions re: Default Letter.	1.2	1,326.00
09/29/25	LSC	[REDACTED]	0.8	800.00
09/29/25	LSC	[REDACTED]	0.6	600.00
09/30/25	JDL	Further discussions and emails re: Default Letters.	0.8	884.00
TOTAL FEES			15.9	\$ 16,383.00
HST - ONTARIO				\$ 2,129.79
TOTAL CURRENT INVOICE				\$ <u>18,512.79</u>

TIMEKEEPER SUMMARY				
<u>TIMEKEEPER</u>	<u>TITLE</u>	<u>RATE</u>	<u>HOURS</u>	<u>VALUE</u>
JOHN D. LESLIE [JDL]	PARTNER	1,105.00	4.60	5,083.00
LISA S. CORNE [LSC]	PARTNER	1,000.00	11.30	11,300.00
TOTAL FEES CURRENT INVOICE			<u>15.90</u>	\$ <u>16,383.00</u>



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INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN
BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: OCTOBER 31, 2025
INVOICE NO.: 2091718
PAGE 5 OF 5

PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT

DICKINSON WRIGHT LLP

A handwritten signature in black ink, appearing to read 'JD Leslie', enclosed within a large, loopy oval.

JOHN D. LESLIE

In accordance with the Solicitors Act interest at 1.3% will be charged on all accounts outstanding over 30 days. E.&O.E.

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DICKINSON WRIGHT LLP

INVOICE DATE: NOVEMBER 27, 2025
INVOICE NO.: 2101131

KSV ADVISORY INC.
220 BAY STREET 13TH FLOOR
TORONTO, ON M5J 2W4
CANADA

ATTN: Bobby Kofman

CLIENT/MATTER NO.: 110816-00001

RE: INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN BELLEVILLE)

PRIVILEGED AND CONFIDENTIAL

FOR PROFESSIONAL SERVICES THROUGH OCTOBER 31, 2025		CAD
TOTAL FEES CURRENT INVOICE.....	\$	2,810.00
HST- ONTARIO	\$	365.30
TOTAL CURRENT INVOICE	\$	3,175.30

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DICKINSON WRIGHT LLP

INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: NOVEMBER 27, 2025
INVOICE NO.: 2101131
PAGE 2 OF 3

STATEMENT OF ACCOUNT

OUTSTANDING INVOICES ON THIS MATTER BILLED AS OF NOVEMBER 27, 2025

<u>INVOICE</u>	<u>DATE</u>	<u>BILLED VALUE</u>	<u>PAYMENTS</u>	<u>BALANCE</u>
2091718	10/31/25	18,512.79	(0.00)	<u>18,512.79</u>
TOTAL OUTSTANDING FROM PRIOR INVOICES			\$	<u>18,512.79</u>
TOTAL AMOUNT DUE ON CURRENT INVOICE			\$	3,175.30
GRAND TOTAL			\$	<u>21,688.09</u>

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INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN
BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: NOVEMBER 27, 2025
INVOICE NO.: 2101131
PAGE 3 OF 3

CURRENT INVOICE DETAIL

<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
09/22/25	JDL	Further revisions to Default Letter.	0.6	663.00
09/23/25	JDL	Emails re: DUCA and default payments.	0.8	884.00
10/01/25	LSC	[REDACTED]	0.6	600.00
		[REDACTED]		
		[REDACTED]		
10/01/25	JDL	Update re: DUCA position and follow up.	0.6	663.00
TOTAL FEES			2.6	\$ 2,810.00
HST - ONTARIO				\$ 365.30
TOTAL CURRENT INVOICE				\$ <u>3,175.30</u>

TIMEKEEPER SUMMARY

<u>TIMEKEEPER</u>	<u>TITLE</u>	<u>RATE</u>	<u>HOURS</u>	<u>VALUE</u>
JOHN D. LESLIE [JDL]	PARTNER	1,105.00	2.00	2,210.00
LISA S. CORNE [LSC]	PARTNER	1,000.00	0.60	600.00
TOTAL FEES CURRENT INVOICE			<u>2.60</u>	\$ <u>2,810.00</u>

PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT

DICKINSON WRIGHT LLP

JOHN D. LESLIE

In accordance with the Solicitors Act interest at 1.3% will be charged on all accounts outstanding over 30 days. E.&O.E.

199 BAY STREET, SUITE 2200
P.O. Box 447, COMMERCE COURT WEST
TORONTO, ON CANADA M5L 1G4
TELEPHONE: (416) 777-0101
<http://www.dickinsonwright.com>
GST/HST NUMBER: 831204003 RT0001

DICKINSON WRIGHT LLP

INVOICE DATE: DECEMBER 22, 2025
INVOICE NO.: 2110629

KSV ADVISORY INC.
220 BAY STREET 13TH FLOOR
TORONTO, ON M5J 2W4
CANADA

ATTN: Bobby Kofman

CLIENT/MATTER NO.: 110816-00001

RE: INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN BELLEVILLE)

PRIVILEGED AND CONFIDENTIAL

FOR PROFESSIONAL SERVICES THROUGH NOVEMBER 30, 2025		<u>CAD</u>
TOTAL FEES CURRENT INVOICE.....	\$	9,614.50
HST- ONTARIO	\$	1,249.89
TOTAL CURRENT INVOICE	\$	<u>10,864.39</u>

This statement may reflect time and professional services rendered by attorneys or other legal personnel associated with the Firm's international or other affiliate(s). Such attorneys, who are licensed in other Jurisdictions, are consulted and serve as legal advisors to the Firm based on their licensed status in such Jurisdictions and expertise in particular legal specialties.

Remittance Instructions		
Terms: Due and Payable Upon Receipt.....		
Mail To:	Wire Instructions:	ACH Instructions:
Dickinson Wright LLP 199 Bay Street Suite 2200 Commerce Court West Toronto, ON, M5L 1G4	Royal Bank of Canada 200 Bay Street Toronto, ON Canada M5J 2J5 Bank Number: 003 Branch Number: 00002 Account#: 1056399 SWIFT CODE: ROYCCAT2 Sort Code: ICC000300002 (Sort Code used only for Non-US Foreign Wires!)	Royal Bank of Canada 200 Bay Street Toronto, ON Canada M5J 2J5 Bank Number: 003 Branch Number: 00002 Account#: 1056399
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DICKINSON WRIGHT LLP

INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: DECEMBER 22, 2025
INVOICE NO.: 2110629
PAGE 2 OF 4

STATEMENT OF ACCOUNT

OUTSTANDING INVOICES ON THIS MATTER BILLED AS OF DECEMBER 22, 2025

INVOICE	DATE	BILLED VALUE	PAYMENTS	BALANCE
2091718	10/31/25	18,512.79	(0.00)	18,512.79
2101131	11/27/25	3,175.30	(0.00)	3,175.30
TOTAL OUTSTANDING FROM PRIOR INVOICES				\$ 21,688.09
TOTAL AMOUNT DUE ON CURRENT INVOICE				\$ 10,864.39
GRAND TOTAL				\$ 32,552.48

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INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN
BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: DECEMBER 22, 2025
INVOICE NO.: 2110629
PAGE 3 OF 4

CURRENT INVOICE DETAIL

<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
11/10/25	LSC	[REDACTED]	0.4	400.00
11/11/25	JDL	Review Receiver's comments on Purchase Letters.	0.8	884.00
11/11/25	LSC	[REDACTED]	0.5	500.00
11/12/25	JDL	Further comments on letter.	0.5	552.50
11/17/25	LSC	[REDACTED]	0.5	500.00
11/18/25	LSC	[REDACTED]	0.8	800.00
11/18/25	JDL	[REDACTED]	1.0	1,105.00
11/21/25	JDL	Instructions from DUCA to proceed with letter. Review unavoidable Delay Article.	1.4	1,547.00
11/21/25	LSC	[REDACTED]	0.5	500.00
11/22/25	JDL	Emails with Bobby Koffman re: letter.	0.4	442.00
11/25/25	LSC	[REDACTED]	0.5	500.00
11/25/25	JDL	Further emails on Letter to purchasers.	0.4	442.00
11/26/25	LSC	[REDACTED]	0.5	500.00
11/28/25	LSC	[REDACTED]	0.5	500.00
11/28/25	JDL	Review and comment on revised letter.	0.4	442.00

TOTAL FEES	9.1	\$	9,614.50
HST - ONTARIO		\$	1,249.89
TOTAL CURRENT INVOICE		\$	<u>10,864.39</u>



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INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN
BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: DECEMBER 22, 2025
INVOICE NO.: 2110629
PAGE 4 OF 4

TIMEKEEPER SUMMARY				
<u>TIMEKEEPER</u>	<u>TITLE</u>	<u>RATE</u>	<u>HOURS</u>	<u>VALUE</u>
JOHN D. LESLIE [JDL]	PARTNER	1,105.00	4.90	5,414.50
LISA S. CORNE [LSC]	PARTNER	1,000.00	4.20	4,200.00
TOTAL FEES CURRENT INVOICE			<u>9.10 \$</u>	<u>9,614.50</u>

PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT

DICKINSON WRIGHT LLP

A handwritten signature in black ink, appearing to read 'JDL', enclosed within a large, loopy circular flourish.

JOHN D. LESLIE

In accordance with the Solicitors Act interest at 1.3% will be charged on all accounts outstanding over 30 days. E.&O.E.

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GST/HST NUMBER: 831204003 RT0001

DICKINSON WRIGHT LLP

INVOICE DATE: DECEMBER 30, 2025
INVOICE NO.: 2111303

KSV ADVISORY INC.
220 BAY STREET 13TH FLOOR
TORONTO, ON M5J 2W4
CANADA

ATTN: Bobby Kofman

CLIENT/MATTER NO.: 110816-00001

RE: INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN BELLEVILLE)

PRIVILEGED AND CONFIDENTIAL

FOR PROFESSIONAL SERVICES THROUGH DECEMBER 30, 2025		<u>CAD</u>
TOTAL FEES CURRENT INVOICE	\$	3,142.00
TOTAL DISBURSEMENTS CURRENT INVOICE	\$	6.00
HST- ONTARIO	\$	<u>409.24</u>
TOTAL CURRENT INVOICE	\$	<u>3,557.24</u>

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DICKINSON WRIGHT LLP

INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: DECEMBER 30, 2025
INVOICE NO.: 2111303
PAGE 2 OF 4

STATEMENT OF ACCOUNT

OUTSTANDING INVOICES ON THIS MATTER BILLED AS OF DECEMBER 30, 2025

INVOICE	DATE	BILLED VALUE	PAYMENTS	BALANCE
2091718	10/31/25	18,512.79	(0.00)	18,512.79
2101131	11/27/25	3,175.30	(0.00)	3,175.30
2110629	12/22/25	10,864.39	(0.00)	10,864.39
TOTAL OUTSTANDING FROM PRIOR INVOICES				\$ 32,552.48
TOTAL AMOUNT DUE ON CURRENT INVOICE				\$ 3,557.24
GRAND TOTAL				\$ 36,109.72

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INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN
BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: DECEMBER 30, 2025
INVOICE NO.: 2111303
PAGE 3 OF 4

CURRENT INVOICE DETAIL

<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
12/01/25	LSC	[REDACTED]	0.5	500.00
12/02/25	LSC	[REDACTED]	0.5	500.00
12/04/25	JDL	Further emails re: finalizing purchasing letter.	0.4	442.00
12/05/25	LSC	Emails with B. Kofman, B. Luder and A. Lebow to finalize notice to purchasers	0.7	700.00
12/17/25	LSC	[REDACTED]	1.0	1,000.00
TOTAL FEES			3.1	\$ 3,142.00

<u>DATE</u>	<u>DISBURSEMENTS</u>	<u>VALUE</u>
12/18/25	Dickinson Wright LLP - TERAVIEW DAPP ACTIVITY	6.00
TOTAL DISBURSEMENTS		\$ 6.00
HST - ONTARIO		\$ 409.24
TOTAL CURRENT INVOICE		\$ <u>3,557.24</u>

TIMEKEEPER SUMMARY

<u>TIMEKEEPER</u>	<u>TITLE</u>	<u>RATE</u>	<u>HOURS</u>	<u>VALUE</u>
JOHN D. LESLIE [JDL]	PARTNER	1,105.00	0.40	442.00
LISA S. CORNE [LSC]	PARTNER	1,000.00	2.70	2,700.00
TOTAL FEES CURRENT INVOICE			<u>3.10</u>	<u>\$ 3,142.00</u>



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INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN
BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: DECEMBER 30, 2025
INVOICE NO.: 2111303
PAGE 4 OF 4

PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT

DICKINSON WRIGHT LLP

A handwritten signature in black ink, appearing to read 'JD Leslie', enclosed within a large, loopy oval.

JOHN D. LESLIE

In accordance with the Solicitors Act interest at 1.3% will be charged on all accounts outstanding over 30 days. E.&O.E.

199 BAY STREET, SUITE 2200
P.O. Box 447, COMMERCE COURT WEST
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<http://www.dieKinsonwright.com>
GST/HST NUMBER: 831204003 RT0001

DICKINSON WRIGHT LLP

INVOICE DATE: FEBRUARY 11, 2026
INVOICE NO.: 2123521

KSV ADVISORY INC.
220 BAY STREET 13TH FLOOR
TORONTO, ON M5J 2W4
CANADA

ATTN: Bobby Kofman

CLIENT/MATTER NO.: 110816-00001

RE: INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN BELLEVILLE)

PRIVILEGED AND CONFIDENTIAL

FOR PROFESSIONAL SERVICES THROUGH JANUARY 31, 2026		<u>CAD</u>
TOTAL FEES CURRENT INVOICE.....	\$	2,480.00
HST- ONTARIO	\$	<u>322.40</u>
TOTAL CURRENT INVOICE	\$	<u>2,802.40</u>

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GST/HST NUMBER: 831204003 RT0001

INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN
BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: FEBRUARY 11, 2026
INVOICE NO.: 2123521
PAGE 2 OF 2

CURRENT INVOICE DETAIL

<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
12/23/25	LSC	[REDACTED]	0.5	500.00
01/07/26	LSC	[REDACTED]	0.4	432.00
01/12/26	JDL	Emails with KSV re: budget and schedule.	0.4	468.00
01/30/26	LSC	[REDACTED]	1.0	1,080.00
TOTAL FEES			2.3	\$ 2,480.00
HST - ONTARIO				\$ 322.40
TOTAL CURRENT INVOICE				\$ <u>2,802.40</u>

TIMEKEEPER SUMMARY

<u>TIMEKEEPER</u>	<u>TITLE</u>	<u>RATE</u>	<u>HOURS</u>	<u>VALUE</u>
JOHN D. LESLIE [JDL]	PARTNER	1,170.00	0.40	468.00
LISA S. CORNE [LSC]	PARTNER	1,040.00	1.90	2,012.00
TOTAL FEES CURRENT INVOICE			<u>2.30</u>	\$ <u>2,480.00</u>

PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT

DICKINSON WRIGHT LLP

JOHN D. LESLIE

In accordance with the Solicitors Act interest at 1.3% will be charged on all accounts outstanding over 30 days. E.&O.E.

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GST/HST NUMBER: 831204003 RT0001

DICKINSON WRIGHT LLP

INVOICE DATE: MARCH 10, 2026
INVOICE NO.: 2132445

KSV ADVISORY INC.
220 BAY STREET 13TH FLOOR
TORONTO, ON M5J 2W4
CANADA

ATTN: Bobby Kofman

CLIENT/MATTER NO.: 110816-00001

RE: INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN BELLEVILLE)

PRIVILEGED AND CONFIDENTIAL

FOR PROFESSIONAL SERVICES THROUGH FEBRUARY 28, 2026

CAD

TOTAL FEES CURRENT INVOICE.....	\$	22,094.00
HST- ONTARIO	\$	2,872.22
TOTAL CURRENT INVOICE	\$	24,966.22

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DICKINSON WRIGHT LLP

INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: MARCH 10, 2026
INVOICE NO.: 2132445
PAGE 2 OF 5

STATEMENT OF ACCOUNT

OUTSTANDING INVOICES ON THIS MATTER BILLED AS OF MARCH 10, 2026

INVOICE	DATE	BILLED VALUE	PAYMENTS	BALANCE
2123521	02/11/26	2,802.40	(0.00)	<u>2,802.40</u>
TOTAL OUTSTANDING FROM PRIOR INVOICES				\$-----2,802.40
TOTAL AMOUNT DUE ON CURRENT INVOICE				\$ 24,966.22
GRAND TOTAL				\$ <u>27,768.62</u>

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INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN
BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: MARCH 10, 2026
INVOICE NO.: 2132445
PAGE 3 OF 5

CURRENT INVOICE DETAIL

<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
02/02/26	JDL	Review and discuss emails re: Rainbow Holdback.	0.6	702.00
02/02/26	LSC	[REDACTED]	1.0	1,080.00
02/03/26	LSC	Email with B. Luder regarding comments on condominium disclosure documents	0.5	540.00
02/04/26	LSC	[REDACTED]	1.0	1,080.00
02/05/26	LSC	[REDACTED]	0.5	540.00
02/05/26	JDL	Review emails re: claims and over budget. Discuss with Lisa Come.	1.0	1,170.00
02/06/26	CJH	[REDACTED]	1.9	665.00
02/06/26	LSC	[REDACTED]	1.5	1,620.00
02/06/26	JDL	Update on Personnel fees.	0.5	585.00
02/11/26	JDL	Further revisions to Demand Letter to Fusioncoro	0.4	468.00
02/11/26	LSC	[REDACTED]	1.5	1,620.00
02/12/26	LSC	[REDACTED]	1.0	1,080.00



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BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: MARCH 10, 2026
INVOICE NO.: 2132445
PAGE 4 OF 5

<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
02/12/26	JDL	Review revised schedule.	0.5	585.00
02/13/26	JDL	Preparation and call with KSV and contractor re: progress.	1.0	1,170.00
02/13/26	LSC	[REDACTED]	1.2	1,296.00
02/16/26	JDL	Review and revise letter to Ainis.	0.4	468.00
02/17/26	LSC	[REDACTED]	2.0	2,160.00
02/20/26	LSC	[REDACTED]	1.0	1,080.00
02/24/26	LSC	[REDACTED]	1.4	1,512.00
02/24/26	JDL	Emails re: staffing.	0.4	468.00
02/25/26	LSC	[REDACTED]	1.0	1,080.00
02/25/26	JDL	Canvass issue re: sign off.	0.5	585.00
02/26/26	LSC	[REDACTED]	0.5	540.00
TOTAL FEES			21.3	\$ 22,094.00
HST - ONTARIO				\$ 2,872.22
TOTAL CURRENT INVOICE				<u>\$ 24,966.22</u>



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TORONTO, ON CANADA M5L 1G4
TELEPHONE: (416) 777-0101
<http://www.dickinsonwright.com>
GST/HST NUMBER: 831204003 RT0001

INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN
BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: MARCH 10, 2026
INVOICE NO.: 2132445
PAGE 5 OF 5

TIMEKEEPER SUMMARY				
<u>TIMEKEEPER</u>	<u>TITLE</u>	<u>RATE</u>	<u>HOURS</u>	<u>VALUE</u>
JOHN D. LESLIE [JDL]	PARTNER	1,170.00	5.30	6,201.00
LISA S. CORNE [LSC]	PARTNER	1,080.00	14.10	15,228.00
CIARA J. HALLORAN [CJH]	STUDENT LAW	350.00	1.90	665.00
TOTAL FEES CURRENT INVOICE			<u>21.30</u>	<u>\$ 22,094.00</u>

PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT

DICKINSON WRIGHT LLP

A handwritten signature in black ink, appearing to read 'JDL', enclosed within a large, loopy circular flourish.

JOHN D. LESLIE

In accordance with the Solicitors Act interest at 1.3% will be charged on all accounts outstanding over 30 days. E.&O.E.

199 BAY STREET, SUITE 2200
P.O. Box 447, COMMERCE COURT WEST
TORONTO, ON CANADA M5L 1G4
TELEPHONE: (416) 777-0101
<http://www.dieKinsonwright.com>
GST/HST NUMBER: 831204003 RT0001

DICKINSON WRIGHT LLP

INVOICE DATE: APRIL 9, 2026
INVOICE NO.: 2141768

KSV ADVISORY INC.
220 BAY STREET 13TH FLOOR
TORONTO, ON M5J 2W4
CANADA

ATTN: Bobby Kofman

CLIENT/MATTER NO.: 110816-00001

RE: INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN BELLEVILLE)

PRIVILEGED AND CONFIDENTIAL

FOR PROFESSIONAL SERVICES THROUGH MARCH 31, 2026		<u>CAD</u>
TOTAL FEES CURRENT INVOICE	\$	18,738.00
TOTAL DISBURSEMENTS CURRENT INVOICE	\$	93.20
HST- ONTARIO	\$	2,448.06
TOTAL CURRENT INVOICE	\$	<u>21,279.26</u>

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Terms: Due and Payable Upon Receipt.....		
Mail To:	Wire Instructions:	ACH Instructions:
Dickinson Wright LLP 199 Bay Street Suite 2200 Commerce Court West Toronto, ON, M5L 1G4	Royal Bank of Canada 200 Bay Street Toronto, ON Canada M5J 2J5 Bank Number: 003 Branch Number: 00002 Account#: 1056399 SWIFT CODE: ROYCCAT2 Sort Code: ICC000300002 (Sort Code used only for Non-US Foreian Wires!	Royal Bank of Canada 200 Bay Street Toronto, ON Canada M5J 2J5 Bank Number: 003 Branch Number: 00002 Account#: 1056399
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GST/HST NUMBER: 831204003 RT0001

INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN
BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: APRIL 9, 2026
INVOICE NO.: 2141768
PAGE 2 OF 4

CURRENT INVOICE DETAIL

<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
03/02/26	LSC	[REDACTED]	0.5	540.00
03/02/26	JDL	[REDACTED]	0.5	585.00
03/03/26	LSC	[REDACTED]	1.2	1,296.00
03/05/26	JDL	Review updated construction schedule.	0.4	468.00
03/06/26	LSC	[REDACTED]	1.0	1,080.00
03/06/26	JDL	[REDACTED]	0.8	936.00
03/09/26	LSC	[REDACTED]	1.0	1,080.00
03/10/26	LSC	[REDACTED]	0.5	540.00
03/12/26	LSC	[REDACTED]	0.4	432.00
03/12/26	JDL	Review Bonvest Claim.	0.5	585.00
03/13/26	LSC	[REDACTED]	1.0	1,080.00
03/13/26	JDL	Update re: Japirigas call and Agreements.	0.4	468.00
03/16/26	LSC	Emails with counsel for Bonwest construction regarding documentation in support of lien claim and review same	0.5	540.00
03/17/26	LSC	[REDACTED]	1.0	1,080.00



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GST/HST NUMBER: 831204003 RT0001

INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN
BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: APRIL 9, 2026
INVOICE NO.: 2141768
PAGE 3 OF 4

<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
03/18/26	LSC	[REDACTED]	0.5	540.00
03/19/26	LSC	[REDACTED]	0.6	648.00
03/23/26	LSC	[REDACTED]	0.6	648.00
03/24/26	LSC	[REDACTED]	0.8	864.00
03/25/26	LSC	[REDACTED]	1.0	1,080.00
03/26/26	LSC	[REDACTED]	0.5	540.00
03/27/26	LSC	[REDACTED]	1.0	1,080.00
03/30/26	LSC	[REDACTED]	1.0	1,080.00
03/30/26	JDL	Review and revise Fuscia Corp Letter.	0.4	468.00
03/31/26	LSC	[REDACTED]	1.0	1,080.00
TOTAL FEES			17.1	\$ 18,738.00



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GST/HST NUMBER: 831204003 RT0001

INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN
BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: APRIL 9, 2026
INVOICE NO.: 2141768
PAGE 4 OF 4

<u>DATE</u>	<u>DISBURSEMENTS</u>	<u>VALUE</u>
03/12/26	Royal Bank Of Canada- Hugo He - TAX CERTIFICATE OF 240 YEOMAN STREET, BELLEVILLE, ON	55.00
03/17/26	Dickinson Wright LLP - TERAVIEW DAPP ACTIVITY	38.20
TOTAL DISBURSEMENTS		\$ 93.20
HST - ONTARIO		\$ 2,448.06
TOTAL CURRENT INVOICE		\$ <u>21,279.26</u>

TIMEKEEPER SUMMARY				
<u>TIMEKEEPER</u>	<u>TITLE</u>	<u>RATE</u>	<u>HOURS</u>	<u>VALUE</u>
JOHN D. LESLIE [JDL]	PARTNER	1,170.00	3.00	3,510.00
LISA S. CORNE [LSC]	PARTNER	1,080.00	14.10	15,228.00
TOTAL FEES CURRENT INVOICE			<u>17.10</u>	\$ <u>18,738.00</u>

PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT

DICKINSON WRIGHT LLP

A handwritten signature in black ink, appearing to be 'JDL', enclosed within a circular scribble.

JOHN D. LESLIE

In accordance with the Solicitors Act interest at 1.3% will be charged on all accounts outstanding over 30 days. E.&O.E.

199 BAY STREET, SUITE 2200
P.O. Box 447, COMMERCE COURT WEST
TORONTO, ON CANADA M5L 1G4
TELEPHONE: (416) 777-0101
http://www.dickinsonwright.com
GST/HST NUMBER: 831204003 RT0001

DICKINSON WRIGHT LLP

INVOICE DATE: MAY 20, 2026
INVOICE NO.: 2156272

KSV ADVISORY INC.
220 BAY STREET 13TH FLOOR
TORONTO, ON M5J 2W4
CANADA

ATTN: Bobby Kofman

CLIENT/MATTER NO.: 110816-00001

RE: INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN BELLEVILLE)

PRIVILEGED AND CONFIDENTIAL

FOR PROFESSIONAL SERVICES THROUGH APRIL 30, 2026		<u>CAD</u>
TOTAL FEES CURRENT INVOICE.....	\$	9,307.00
HST- ONTARIO	\$	1,209.91
TOTAL CURRENT INVOICE	\$	<u>10,516.91</u>

This statement may reflect time and professional services rendered by attorneys or other legal personnel associated with the Firm's international or other affiliate(s). Such attorneys, who are licensed in other Jurisdictions, are consulted and serve as legal advisors to the Firm based on their licensed status in such Jurisdictions and expertise in particular legal specialties.

Remittance Instructions		
Terms: Due and Payable Upon Receipt.....		
Mail To:	Wire Instructions:	ACH Instructions:
Dickinson Wright LLP 199 Bay Street Suite 2200 Commerce Court West Toronto, ON, M5L 1G4	Royal Bank of Canada 200 Bay Street Toronto, ON Canada M5J 2J5 Bank Number: 003 Branch Number: 00002 Account#: 1056399 SWIFT CODE: ROYCCAT2 Sort Code: ICC000300002 (Sort Code used only for Non-US Foreign Wires!)	Royal Bank of Canada 200 Bay Street Toronto, ON Canada M5J 2J5 Bank Number: 003 Branch Number: 00002 Account#: 1056399
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GST/HST NUMBER: 831204003 RT0001

DICKINSON WRIGHT LLP

INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN
BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: MAY 20, 2026
INVOICE NO.: 2156272
PAGE 2 OF 4

STATEMENT OF ACCOUNT

OUTSTANDING INVOICES ON THIS MATTER BILLED AS OF MAY 20, 2026

INVOICE	DATE	BILLED VALUE	PAYMENTS	BALANCE
2141768	04/09/26	21,279.26	(0.00)	21,279.26
TOTAL OUTSTANDING FROM PRIOR INVOICES				\$ 21,279.26
TOTAL AMOUNT DUE ON CURRENT INVOICE				\$ 10,516.91
GRAND TOTAL				\$ 31,796.17

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INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN
BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: MAY 20, 2026
INVOICE NO.: 2156272
PAGE 3 OF 4

CURRENT INVOICE DETAIL

<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
12/09/24	LSC	[REDACTED]	0.8	748.00
12/11/24	LSC	[REDACTED]	0.4	374.00
12/11/24	LSC	[REDACTED]	0.4	374.00
12/11/24	LSC	[REDACTED]	2.0	1,870.00
12/12/24	LSC	[REDACTED]	0.4	374.00
12/13/24	LSC	Review emails from B. Kofman regarding urgent motion to address funding and insurance	0.4	374.00
04/02/26	LSC	[REDACTED]	0.4	432.00
04/06/26	LSC	[REDACTED]	1.0	1,080.00
04/07/26	JDL	Review and revise FC letter.	0.5	585.00
04/08/26	LSC	[REDACTED]	0.5	540.00
04/08/26	JDL	Emails with Fusion Corp. and Receiver regarding completion of project.	0.8	936.00
04/09/26	LSC	[REDACTED]	0.5	540.00
04/13/26	LSC	[REDACTED]	0.5	540.00
04/22/26	LSC	[REDACTED]	0.5	540.00
TOTAL FEES			9.1	\$ 9,307.00
HST - ONTARIO				\$ 1,209.91
TOTAL CURRENT INVOICE				\$ <u>10,516.91</u>



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INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN
BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: MAY 20, 2026
INVOICE NO.: 2156272
PAGE 4 OF 4

TIMEKEEPER SUMMARY				
<u>TIMEKEEPER</u>	<u>TITLE</u>	<u>RATE</u>	<u>HOURS</u>	<u>VALUE</u>
LISA S. CORNE [LSC]	PARTNER	1,007.50	7.80	7,786.00
JOHN D. LESLIE [JDL]	PARTNER	1,170.00	1.30	1,521.00
TOTAL FEES CURRENT INVOICE			<u>9.10 \$</u>	<u>9,307.00</u>

PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT

DICKINSON WRIGHT LLP

A handwritten signature in black ink, appearing to read 'JDL', enclosed within a large, loopy circular flourish.

JOHN D. LESLIE

In accordance with the Solicitors Act interest at 1.3% will be charged on all accounts outstanding over 30 days. E.&O.E.

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<http://www.dickinsonwright.com>
GST/HST NUMBER: 831204003 RT0001

DICKINSON WRIGHT LLP

INVOICE DATE: JUNE 25, 2026
INVOICE NO.: 2168773

KSV ADVISORY INC.
220 BAY STREET 13TH FLOOR
TORONTO, ON M5J 2W4
CANADA

ATTN: Bobby Kofman

CLIENT/MATTER NO.: 110816-00001

RE: INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN BELLEVILLE)

PRIVILEGED AND CONFIDENTIAL

FOR PROFESSIONAL SERVICES THROUGH MAY 31, 2026		<u>CAD</u>
TOTAL FEES CURRENT INVOICE.....	\$	12,348.00
HST- ONTARIO	\$	1,605.24
TOTAL CURRENT INVOICE	\$	<u>13,953.24</u>

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DICKINSON WRIGHT LLP

INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: JUNE 25, 2026
INVOICE NO.: 2168773
PAGE 2 OF 5

STATEMENT OF ACCOUNT

OUTSTANDING INVOICES ON THIS MATTER BILLED AS OF JUNE 25, 2026

INVOICE	DATE	BILLED VALUE	PAYMENTS	BALANCE
2156272	05/20/26	10,516.91	(0.00)	<u>10,516.91</u>
TOTAL OUTSTANDING FROM PRIOR INVOICES				\$ ----- <u>10,516.91</u> _
TOTAL AMOUNT DUE ON CURRENT INVOICE				\$ 13,953.24
GRAND TOTAL				\$ <u>24,470.15</u>

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INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN
BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: JUNE 25, 2026
INVOICE NO.: 2168773
PAGE 3 OF 5

CURRENT INVOICE DETAIL

<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
05/01/26	LSC	[REDACTED]	1.2	1,296.00
05/01/26	LSC	Review and record notice of change of lawyer for Klaver Masonry in respect lien claim	0.2	216.00
05/04/26	LSC	[REDACTED]	1.5	1,620.00
05/05/26	LSC	[REDACTED]	1.0	1,080.00
05/06/26	LSC	[REDACTED]	2.0	2,160.00
05/07/26	LSC	[REDACTED]	1.5	1,620.00
05/11/26	LSC	[REDACTED]	0.2	216.00
05/14/26	LSC	[REDACTED]	0.2	216.00
05/20/26	JDL	Emails regarding Fusion's further requests.	0.4	468.00
05/21/26	LSC	[REDACTED]	1.0	1,080.00



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INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN
BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: JUNE 25, 2026
INVOICE NO.: 2168773
PAGE 4 OF 5

<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
05/25/26	LSC	[REDACTED]	0.5	540.00
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		
05/26/26	LSC	[REDACTED]	0.5	540.00
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		
		[REDACTED]		
05/27/26	LSC	[REDACTED]	0.2	216.00
		[REDACTED]		
05/29/26	LSC	[REDACTED]	1.0	1,080.00
		[REDACTED]		
		[REDACTED]		
TOTAL FEES			11.4	\$ 12,348.00
HST - ONTARIO				\$ 1,605.24
TOTAL CURRENT INVOICE				\$ <u>13,953.24</u>

TIMEKEEPER SUMMARY				
<u>TIMEKEEPER</u>	<u>TITLE</u>	<u>RATE</u>	<u>HOURS</u>	<u>VALUE</u>
JOHN D. LESLIE [JDL]	PARTNER	1,170.00	0.40	468.00
LISA S. CORNE [LSC]	PARTNER	1,080.00	11.00	11,880.00
TOTAL FEES CURRENT INVOICE			<u>11.40</u>	<u>\$ 12,348.00</u>



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GST/HST NUMBER: 831204003 RT0001

INSOLVENCY OF 2460467 ONTARIO INC. (AKA YEO TOWNS IN
BELLEVILLE)
CLIENT/MATTER NO.:110816-00001

INVOICE DATE: JUNE 25, 2026
INVOICE NO.: 2168773
PAGE 5 OF 5

PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT

DICKINSON WRIGHT LLP

A handwritten signature in black ink, appearing to read 'JD Leslie', enclosed within a large, loopy oval.

JOHN D. LESLIE

In accordance with the Solicitors Act interest at 1.3% will be charged on all accounts outstanding over 30 days. E.&O.E.

This is Exhibit “B” referred to in the Affidavit of John D. Leslie sworn by John D. Leslie at the City of Windsor, in the Province of Ontario, before me on June 29, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

Evans Ngondo

3D30F4E4C7324E7...
Commissioner for Taking Affidavits (or as may be)

EVANS NGONDO

Billing Rates of Dickinson Wright LLP

For the period of September 26, 2024 to June 25, 2026

Lawyer	Hourly Rate	Hours	Year of Call	Area of Practice
Lisa Corne	\$935 (2024) \$1,000 (2025) \$1,007.50 (May 20, 2026) \$1,040 (February 11, 2026) \$1,080 (2026)	29.6 (2024) 103.5 (2025) 7.80 (May 20, 2026) 1.9 (February 11, 2026) 39.2 (2026)	1988	Bankruptcy & Insolvency
John Leslie	\$1,050 (2024) \$1,105 (2025) \$1,170 (2026)	26.2 (2024) 78.2 (2025) 10.4 (2026)	1989	Bankruptcy, Insolvency & Creditors' Rights
James McKeon	\$935 (2024)	0.9 (2024)	1998	Banking & Commercial Real Estate
Lucie Kroumova	\$645 (2024)	1.50 (2024)	2007	Corporate Transactions
Blair McRadu	\$575 (2025)	7.00 (2025)	2022	Bankruptcy & Insolvency
Hugo He (Law Clerk)	\$280 (2024) \$300 (2025)	2.00 (2024) 0.20 (2025)		Commercial Litigation
Katya Karpacheva (Law Clerk)	\$195 (2024) \$210 (2025)	0.90 (2024) 0.40 (2025)		Corporate
Stephen Jaggars (Paralegal)	\$385 (2024)	0.20 (2024)		Manager of Corporate Services
Lori Musacchio (Legal Clerk)	\$360 (2024)	0.40 (2024)		
Marlene White (Legal Clerk)	\$335 (2024)	1.00 (2024)		
Vivienne Stern (Law Student)	\$305 (2024)	2.80 (2024)		Law Student
Ciara Halloran (Law Student)	\$350 (2026)	1.9 (2026)		Law Student

Average hourly rate	\$663.13
----------------------------	-----------------

DUCA FINANCIAL CREDIT SERVICES UNION LTD. v. 2460467 ONTARIO LIMITED.

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

Court File No. CV-24-00096502-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
OTTAWA

FEE AFFIDAVIT

DICKINSON WRIGHT LLP

Barristers & Solicitors
199 Bay Street
Suite 2200, Box 447
Commerce Court Postal Station
Toronto, ON M5L 1G4

JOHN D. LESLIE (29956P)

Tel: 416-646-3801
Email: jleslie@dickinson-wright.com

LISA S. CORNE (27974M)

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Lawyers for the Receiver

Certificate Of Completion

Envelope Id: 86702554-32E8-82FE-8040-62AFC2DC73B8

Status: Completed

Subject: Complete with Docusign: Fee Affidavit with Exhibits & REDACTIONS (August 12, 2024 to May 31, 20...

Source Envelope:

Document Pages: 86

Signatures: 4

Envelope Originator:

Certificate Pages: 2

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Remo Tramontozzi

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2600 W Big Beaver Rd

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RTramontozzi@dickinson-wright.com

IP Address: 134.231.222.235

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RTramontozzi@dickinson-wright.com

Signer Events

Signature

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Evans Ngondo

ENgondo@dickinson-wright.com

Security Level: Email, Account Authentication
(None)

Signed by:


3D30F4E4C7324E7...

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Signed: 6/29/2026 4:15:54 PM

Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

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John Leslie

JLeslie@dickinson-wright.com

Security Level: Email, Account Authentication
(None)

Signed by:


349FD920AB56475...

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Viewed: 6/29/2026 3:32:12 PM

Signed: 6/29/2026 4:14:57 PM

Signature Adoption: Pre-selected Style

Using IP Address: 108.162.71.186

Electronic Record and Signature Disclosure:

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Lisa S. Corne

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Security Level: Email, Account Authentication
(None)

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Witness Events

Signature

Timestamp

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	6/29/2026 2:51:06 PM
Certified Delivered	Security Checked	6/29/2026 3:32:12 PM
Signing Complete	Security Checked	6/29/2026 4:14:57 PM
Completed	Security Checked	6/29/2026 4:15:54 PM

Payment Events	Status	Timestamps
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TAB 3

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE
JUSTICE

)
)
)

WEDNESDAY, THE 8TH
DAY OF JULY, 2026

B E T W E E N:

(Court Seal)

DUCA FINANCIAL SERVICES CREDIT UNION LTD.

Applicant

and

2460467 ONTARIO INC.

Respondent

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

ORDER

THIS MOTION, made by AlixPartners Restructuring, Inc. (formerly KSV Restructuring Inc.), in its capacity as the court-appointed receiver (in such capacity, the “**Receiver**”) of all the property, assets and undertakings of the Respondent, for an order, inter alia, increasing the borrowing limit under the Receiver’s Borrowing Charge (as defined in the Order of the Court dated August 12, 2024 (the “**Receivership Order**”)) to \$16.15 million was heard this day by judicial videoconference.

ON READING the Third Report of the Receiver dated June 30, 2026 (the “**Third Report**”) and on hearing the submissions of counsel for the Receiver, counsel for the Applicant, and those other parties present, no one appearing for any other person on the service list, although properly served as appears from the affidavit of service, filed:

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that the Third Report, and the activities and proposed activities of the Receiver described therein are hereby approved, provided that only the Receiver, in its personal capacity, and only with respect to its own personal liability, shall be entitled to rely upon this approval.
3. **THIS COURT ORDERS** that the Receiver’s Statement of Receipts and Disbursements for the period from July 12, 2024 to May 31, 2026 attached to the Third Report is hereby approved.
4. **THIS COURT ORDERS** that the Receiver’s fees and disbursements and the fees and disbursements of the Receiver’s counsel, Dickinson Wright LLP for the period from August 12, 2024 to May 31, 2026, as set out in the fee affidavits attached to the Third Report are hereby approved.
5. **THIS COURT ORDERS** that Paragraph 21 of the Receivership Order, as amended by the Orders of the Court dated December 11, 2024, and May 14, 2025, is hereby further amended as follows:

THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow from the Applicant by way of 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 \$16,150,000 (or such greater amount that is acceptable to the Applicant and 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, fees and charges thereon, in priority to all security interests, trusts (including, without limitation, deemed 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 sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

Date of issuance

(to be completed by registrar)

(Signature of judge, officer or registrar)

DUCA FINANCIAL CREDIT SERVICES UNION LTD. v. 2460467 ONTARIO LIMITED

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

Court File No. CV-24-00096502-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
OTTAWA

ORDER

DICKINSON WRIGHT LLP

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Lawyers for the Receiver

DUCA FINANCIAL CREDIT SERVICES UNION LTD. v. 2460467 ONTARIO LIMITED.

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

Court File No. CV-24-00096502-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
OTTAWA

**MOTION RECORD OF THE RECEIVER AND MANAGER,
ALIXPARTNERS RESTRUCTURING, INC.
(MOTION RETURNABLE JULY 8, 2026)**

DICKINSON WRIGHT LLP

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