Court File No.: CL-26-00000005-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP and WINDSOR II LIMITED PARTNERSHIP

Applicants

- and -

2352107 ONTARIO INC.

Respondent

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

MOTION RECORD OF THE RECEVER

March 23, 2026

CHAITONS LLP
5000 Yonge Street, 10th Floor
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Lawyers for the Court-appointed Receiver

TO: SERVICE LIST

Court File No.: CL-26-00000005-0000

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I N D E X

TAB	DOCUMENTS
1.	Notice of Motion dated March 23, 2026
2.	Second Report of the Receiver dated March 23, 2026
	Appendices
A.	Appendix A – Order and Endorsement of Justice Steele dated January 23, 2026
B.	Appendix B - Endorsement of Justice Myers dated February 2, 2026
C.	Appendix C – First Report of the Receiver dated January 29, 2026 (without appendices)
D.	Appendix D – First Supplement to the First Report dated January 31, 2026 (without appendices)

E.	Appendix E – Unit 6 Final Closing Notice dated November 28, 2025
F.	Appendix F – Unit 6 Purchaser Letter dated December 12, 2025
G.	Appendix G – Torkin Manes email dated December 6, 2025
H.	Appendix H – Torkin Manes letter dated February 4, 2026
I.	Appendix I – Units 12 and 13 Final Closing Notice dated November 28, 2026
J.	Appendix J – Units 12 and 13 Purchaser Letter dated January 30, 2026
K.	Appendix K – Torkin Manes letter dated February 4, 2026
L.	Appendix L – Undertaking re Works
M.	Appendix M – Torkin Manes letter dated February 27, 2026
N.	Appendix N – Photos of Units 12 and 13 Improvements
O.	Appendix O – Parcel Registers as at March 18, 2026
P.	Appendix P – Tax Certificate dated February 6, 2026
Q.	Appendix Q – Receiver's Interim Statement of Receipts and Disbursements
R.	Appendix R – Receiver's Fee Affidavit sworn March 23, 2026
S.	Appendix S – Chaitons' Fee Affidavit sworn March 23, 2026
T.	Appendix T – Torkin Manes' Fee Affidavit sworn March 23, 2026
3.	Draft Order

TAB 1

Court File No.: CL-26-00000005-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

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Applicants

- and -

2352107 ONTARIO INC.

Respondent

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. C43, AS AMENDED

NOTICE OF MOTION

Albert Gelman Inc. ("**AGI**"), in its capacity as Court-appointed receiver (the "**Receiver**") of the real property municipally known as 175 Melvin Robson Avenue, Aurora, Ontario (the "**Real Property**"), and all assets, undertakings and properties of 2352107 Ontario Inc. (the "**Company**") situated on, arising from, used in connection with or otherwise relating to the Real Property, including all proceeds thereof, will make a motion to a judge of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") on Tuesday, March 31, 2026 at 11:00 a.m., or as soon after that time as the motion can be heard.

THE PROPOSED METHOD OF HEARING:

□ In writing under subrule 37.12.1 (1) because it is (insert one of on consent, unopposed or made without notice);
□ In writing as an opposed motion under subrule 37.12.1 (4);
□ In person;
□ By telephone conference;
X **By videoconference - Zoom meeting details below:**

https://ca01web.zoom.us/j/67927063702?pwd=c1Z2eFN3NXB1N0xOK0lYSWtCL2ZBZz09#success

Meeting ID: 679 2706 3702
Passcode: 007287

THE MOTION IS FOR:[1]

1. an order, if necessary, abridging and validating the time for service and filing of this Notice of Motion and the Receiver's Motion Record;

2. an order approving the marketing and sale process (the "**Retail Plaza Sale Process**") for the Retail Plaza (as defined below), including the engagement of Jones Lang Lasalle Real Estate Services, Inc. ("**JLL**") as the listing agent, as described in the Second Report;

3. an order authorizing the Receiver to make the Interim Distributions (as defined below);

4. an order approving the Receiver's interim statement of receipts and disbursements as at March 20, 2026;

5. an order approving the Receiver's activities as described in the First Report, the First Supplement and the Second Report;

[1] Capitalized terms used but not defined herein have the meaning given to them in the Second Report of the Receiver dated March 23, 2026 (the "**Second Report**").

6. an order approving the fees and disbursements of the Receiver and its lawyers, Chaitons LLP ("**Chaitons**") and Torkin Manes LLP ("**Torkin**"), as described in the Second Report; and

7. such further and other relief that the Receiver may request and this Honourable Court may consider just.

THE GROUNDS FOR THE MOTION ARE:

Background

8. Pursuant to an Order of the Court dated January 23, 2026 (the "**Appointment Order**"), AGI was appointed Receiver.

9. The Company is the registered owner of the Real Property, which has been developed as a multi-phased mixed-use commercial development known as the 'Aurora Mills Business Park' (the "**Project**").

10. Phase one of the Project is comprised of Blocks 1, 5 and 6 ("**Phase 1**"). Block 1 has been developed as a retail plaza (the "**Retail Plaza**"), and Blocks 5 and 6 comprise 24 industrial condominium units (collectively, the "**Condo Units**").

Retail Plaza Sale Process

11. The Appointment Order empowers and authorizes the Receiver to, among other things, market any or all of the Real Property, including advertising and soliciting offers in respect of the Real Property, or any part or parts thereof, and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate.

12. The Receiver requested and received listing proposals to market and sell the Retail Plaza from three leading commercial real estate brokerages, including JLL, Colliers International and Lennards Commercial Realty.

13. Based on the Realtor Selection Criteria (as defined in the Second Report), and in consultation with Windsor, the Receiver selected JLL as the listing agent on March 18, 2026 and will be entering into a listing agreement with JLL shortly.

14. The Receiver recommends that the Court approve the Retail Plaza Sale Process, including the engagement of JLL, for the reasons set out in the Second Report.

Interim Distributions

15. Prior to the Appointment Order, the Company entered into agreements of purchase and sale in respect of 20 of the 24 Condo Units in Phase 1.

16. On February 2, 2026, a motion was brought by the Receiver wherein the Court issued vesting orders in respect of the 20 pre-sold Condo Units to facilitate the completion of the sale of those units.

17. The Receiver has since completed the sale of 14 of the 20 pre-sold Condo Units.

18. The Receiver is currently holding approximately $19.8 million in its estate trust account representing the aggregate of: (i) funds received from the Company's accounts at National Bank of Canada ("**NBC**"); (ii) rent received from the Retail Plaza Tenants; (iii) occupancy fees collected from the Condo Unit purchasers; and (iv) proceeds from the sale of the 14 Condo Units, net of the Receiver's costs and expenses incurred in administering these receivership proceedings and managing the Real Property.

19. As reflected in parcel registers, the following charges are registered on title to the Real Property, in order of priority based on priority/intercompany agreements:

    (a) NBC – a charge/mortgage of land in the principal amount of $110,000,000 (the "**NBC Charge**");

    (b) Westmount Guarantee Services Inc. – a charge/mortgage of land in the principal amount of $40,000,000;

    (c) Windsor Private Capital Limited Partnership – a charge/mortgage of land in the principal amount of $25,000,000; and

    (d) Olympia Trust Company and Belmont Mortgage Administration Limited – a charge/mortgage of land in the principal amount of $16,000,000.

20. The NBC Charge secures, among other things, credit facilities provided by NBC to the Company, including a demand construction term loan in the maximum principal amount of $25,765,000 (the "**NBC Term Loan**") and a letter of credit facility initially in the amount of $1,000,000, later increased to $5,000,000 (the "**LCs**"), pursuant to a credit agreement dated July 29, 2022 (the "**NBC Credit Agreement**").

21. Pursuant to a Payout and Assignment Agreement dated January 15, 2026, Windsor II Limited Partnership ("**Windsor II**") paid out NBC's outstanding indebtedness relating to the NBC Term Loan, and NBC assigned to Windsor II all of NBC's right, title and interest in the NBC Credit Agreement, security and indebtedness relating to the NBC Term Loan (the "**Assigned Interest**").

22. NBC retained its interest in the NBC Credit Agreement and related security as it relates to the LCs (the "**Retained Interest**") until the earlier of: (a) the cancellation and/or return of all outstanding NBC LCs; or (b) NBC's receipt of cash collateral equal to the face value of the outstanding NBC LCs. The Payout and Assignment Agreement further provides that NBC's Retained Interest ranks in priority to Windsor II's Assigned Interest.

23. The Receiver's independent legal counsel has provided the Receiver with an opinion, which, subject to the standard assumptions and qualifications contained therein, confirms the validity and enforceability of NBC's security, which was assigned to Windsor II Limited Partnership, over the Company's real and personal property, including its charge/mortgage of land registered against title to the Real Property.

24. The Receiver proposes the following distribution of the sale proceeds from the closing of the Condo Units (the "**Interim Distributions**"):

    (a) payment of the charges due under the Appointment Order, including the fees and disbursements of the Receiver and its counsel, as further discussed below;

    (b) payment of any amounts owing to the Town of Aurora in respect of unpaid property taxes;

    (c) payment to NBC of the amount necessary to cash collateralize the LCs in an amount up to $4,734,961.72; and

    (d) payment to Windsor II, as assignee of the NBC Term Loan and security, in an amount up to $28,381,445.11, plus accruing interest and costs.

25. The Receiver intends to reserve sufficient funds in respect of the basic 10% holdback amount that the construction liens may have priority for over the registered mortgages and costs of these receivership proceedings.

Interim Statement of Receipts and Disbursements

26. The Receiver's interim statement of receipts and disbursements as at March 20, 2026 is summarized in the Second Report and appended thereto.

Approval of Activities and Fees and Disbursements

27. The Second Report includes a detailed summary of the Receiver's activities since the date of the Appointment Order.

28. The Second Report also includes affidavits detailing the fees and disbursements of the Receiver and its lawyers, Chaitons and Torkin.

29. The Receiver is of the view that the hourly rates charged by Chaitons and Torkin are consistent with the rates charged by law firms practicing in the area of insolvency in the Toronto market and that the fees charged are reasonable and appropriate in the circumstances.

Other Grounds

30. Rules 2.03, 16.01 and 37 of the Rules of Civil Procedure (Ontario).

31. Such further and other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED AT THE HEARING OF THE MOTION:

1. The Second Report.

2. Such further and other material as counsel may advise and this Honourable Court may permit.

March 23, 2026

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Lawyers for the Albert Gelman Inc., in its capacity as Court-Appointed Receiver

WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP and WINDSOR II LIMITED PARTNERSHIP

-and-

2352107 ONTARIO INC.

Applicants

Respondent

Court File No.: CL-26-00000005-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

NOTICE OF MOTION

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Lawyers for the Albert Gelman Inc., in its capacity as Court-Appointed Receiver

TAB 2

Court File No.: CL-26-00000005-0000

ONTARIO
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SECOND REPORT OF ALBERT GELMAN INC. AS COURT-APPOINTED RECEIVER

(Dated March 23, 2026)

I. INTRODUCTION

1. This second report ("**Second Report**") is filed by Albert Gelman Inc. ("**AGI**"), in its capacity as receiver (in such capacity, the "**Receiver**") of the real property municipally known as 175 Melvin Robson Avenue, Aurora, Ontario (the "**Real Property**") and all assets, undertakings and properties of 2352107 Ontario Inc. (the **"Company**") situated on, arising from, used in connection with or otherwise relating to the Real Property, including all proceeds thereof (collectively, the "**Property**").

2. The Real Property has been developed as a multi-phased mixed-used commercial development known as the 'Aurora Mills Business Park' (the "**Project**").

3. Phase one of the Project is comprised of Blocks 1, 5 and 6 ("**Phase 1**"). Block 1 of the Project has been developed as a retail plaza (the "**Retail Plaza**") and is currently subject to leases with three commercial

tenants, Starbucks, Dairy Queen and a Casa Carbone restaurant (collectively, the "**Retail Plaza Tenants**"). Blocks 5 and 6 of the Project has been developed with a total of 24 industrial condominium units (collectively, the "**Condo Units**", and each, a "**Condo Unit**").

4. On November 27, 2025, the declaration and description for the condominium were registered on title to the Real Property, creating York Region Standard Condominium Corporation No. 1600.

5. The Company previously entered into agreements of purchase and sale in respect of 20 of the 24 Condo Units in Phase 1 (the "**Condo Unit APSs**"), which were originally scheduled to close in December 2025. Those transactions did not close at the time as a result of, among other things, the registration of construction liens against the Real Property.

6. As a result of the registration of the construction liens and various defaults by the Company under loans provided by Windsor Private Capital Limited Partnership ("**Windsor I**") and Windsor II Limited Partnership ("**Windsor II**", and together with Windsor I, "**Windsor**"), Windsor sought the appointment of a receiver over the Property.

7. Pursuant to an Order of the Ontario Superior Court of Justice [Commercial List] (the "**Court**") dated January 23, 2026 (the "**Appointment Order**"), AGI was appointed as Receiver pursuant to section 243(1) of the *Bankruptcy and Insolvency Act* R.S.C. 1985, c. B-3, as amended ("**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O 1990, c. 43, as amended . A copy of the Appointment Order and related Endorsement is attached hereto as **Appendix "A"**.

8. Paragraph 3(m) of the Appointment Order authorizes the Receiver to complete any existing agreements of purchase and sale in respect of the Property, or any part or parts thereof, if appropriate, without Court approval, in respect of any such transaction.

9. On February 2, 2026, the Receiver brought a motion for and obtained vesting orders in respect of the 20 pre-sold Condo Units to facilitate the completion of the sale of those units. A copy of the related Endorsement of Justice Myers dated February 2, 2026 is attached hereto as **Appendix "B"**.

10. In support of the Receiver's motion the Receiver filed with the Court its First Report to Court dated January 29, 2026 (the "**First Report**") as well as a First Supplement to the First Report dated January 31, 2026 (the "**First Supplement**"). Copies of the First Report and First Supplement, both without appendices, are attached hereto as **Appendices "C"** and **"D"**, respectively.

II. PURPOSE OF THIS REPORT

11. This Second Report is filed:

a. to report on the Receiver's activities in these receivership proceedings since the date of the Appointment Order;

b. in support of the Receiver's motion for the following Orders:

i. approving the proposed Retail Plaza Sale Process (defined below);

ii. authorizing the Receiver to make the Interim Distributions (defined below);

iii. approving the First Report, the First Supplement, this Second Report and the actions and activities of the Receiver described therein (and herein) including the completion of the sale of 14 of the existing 20 Condo Unit APSs;

iv. approving Receiver's interim statement of receipts and disbursements as of March 20, 2026 (the "**Interim SRD**");

v. approving the fees and disbursements of the Receiver and its legal counsel, Chaitons LLP ("**Chaitons**") and Torkin Manes LLP ("**Torkin**"), as outlined herein and detailed in the supporting fee affidavits to be filed; and

vi. such further and other relief as this Honourable Court may deem just.

III. SCOPE AND TERMS OF REFERENCE

12. In preparing this Second Report, the Receiver has obtained and relied upon records of the Company and information provided to the Receiver by:

a. Nick Tsimidis and Paolo Abate, both directors of the Company;

b. representatives of Windsor;

c. representatives of National Bank of Canada ("**NBC**");

d. representatives of Westmount Guarantee Services Inc. ("**Westmount**");

e. representatives of the Retail Plaza Tenants;

f. a representative of T.S.E. Management Services Inc., property manager for the condominium units; and

g. lawyers to the Receiver, at Chaitons and Torkin.

13. While the Receiver has reviewed the various documents provided, such review does not constitute an audit or verification of such information for accuracy, completeness or compliance with Canadian Accounting Standards ("**CAS**") pursuant to the Chartered Professional Accountants of Canada Handbook. Accordingly, the Receiver expresses no opinion or other form of assurance pursuant to CAS or otherwise with respect to such information except as expressly stated herein.

14. This Second Report has been prepared for the purposes described above. Accordingly, the reader is cautioned that this Second Report may not be appropriate for any other purpose.

15. Unless otherwise noted, all monetary amounts referenced herein are expressed in Canadian dollars.

16. This Second Report, and all other court materials and orders issued in these receivership proceedings, are available on the Receiver's website at: www.albertgelman.com/filedocuments/#2352107 (the "**Case Website**") and will remain available on the website for a period of at least six (6) months following the Receiver's discharge.

IV. BACKGROUND

17. Background information relating to the Company, the Real Property and the process leading to appointment of the Receiver is set out in Windsor's Application Record, including the Affidavit of Jordan Kupinsky sworn January 9, 2026, and the First Report, and is not repeated herein.

V. ACTIVITES OF THE RECEIVER

18. Since the date of the Appointment Order, the Receiver has undertaken, among other things, the following activities:

The Real Property

a. took possession of the Real Property;
b. completed the closings of 14 of the 20 pre-sold Condo Units, as further described below;
c. retained Dellaterra Holdings Inc. o/a Dellaterra Asset Management (the "**Development Manager**") to act as development manager for the Project;
d. registered the Appointment Order on title to the Real Property;
e. retained Bottero Appraisals to prepare an appraisal of both the Retail Plaza and the 4 unsold Condo Units (defined below);
f. with respect to insuring the Real Property: (a) reviewed the Company's existing insurance policies; (b) discussed the Company's existing insurance polices with the Company's insurance broker; (c) retained an insurance consultant; (d) added the Receiver as an additional named insured and a loss payee on the Company's existing insurance policies; and (e) identified potential gaps in insurance coverage and obtained additional coverage;
g. contacted the City of Aurora to: (i) advise of the appointment of the Receiver; and (ii) obtain a current property tax certificate;
h. retained trades and suppliers to, among other things: (a) provide maintenance services for the Retail Plaza and Condo Units; and, (b) repair any deficiencies to the Retail Plaza and Condo Units;
i. engaged Carson Dunlop Weldon & Associates Ltd. o/a CDW Engineering to conduct a post-construction audit of the common elements related to the Condo Units;

Other Actions of the Receiver

j. retained Chaitons to act as the Receiver's insolvency counsel;
k. retained Torkin to act as the Receiver's real estate lawyers in respect of the completion of the existing Condo Unit sale transactions;

l. retained WeirFoulds LLP ("**WeirFoulds**") to act as the Receiver's independent counsel to assess the validity and enforceability of NBC's and Windsor's security;

m. prepared and issued the prescribed notice and statement of Receiver pursuant to Section 245(1) and 246(1) of the BIA;

n. attended at the offices of the Company to obtain various physical and electronic books and records;

o. contacted NBC to request that: (i) all funds in the Company's bank accounts be transferred to the Receiver; and, (ii) the bank account be placed on deposit only;

p. contacted the Canada Revenue Agency (the "**CRA**") to confirm: (i) amounts owing by the Company, if any, for all CRA accounts; and (ii) the status of all tax filings made by the Company to date, including any outstanding or unfiled tax filings;

q. established the Case Website which the Receiver maintains and populates;

r. liaised with Windsor regarding various issues related to these receivership proceedings;

s. responded to enquiries from various stakeholders; and,

t. prepared the First Report, the First Supplement and this Second Report.

VI. INDUSTRIAL CONDO UNITS

19. As set out above, the Court granted the Receiver vesting orders in respect of 20 of the 24 Condo Units. The Receiver has since completed the sale of 14 of the 20 pre-sold Condo Units, as set out in the chart below:

Units No.	Closing Date	Purchaser
1,2,3	09-Feb-26	Spectra Prop Inc.
6	n/a	2851156 Ontario Limited (assigned to 1000178862 Ontario Inc.)
7,8	05-Feb-26	2870593 Ontario Inc.
9,10	05-Feb-26	2870593 Ontario Inc.
11	05-Feb-26	Le Huang (assigned to 1001250173 Ontario Ltd.)
12,13	n/a	Anthony James Whyte Holdings Inc.
15	06-Feb-26	17323271 Canada Inc.
17	05-Feb-26	Shariati Aurora Corp.
18	04-Feb-26	2593142 Ontario Inc.
19	04-Feb-26	2733214 Ontario Inc. (assigned to 1001252226 Ontario Corp.)
20,21	05-Feb-26	Heal Estates & Assets Ltd.
22,23,24	n/a	2710436 Ontario Inc.

20. The purchasers of units 6, 12, 13, 22, 23 and 24 each provided the Company with a deposit prior to the date of the appointment of the Receiver. The total amount of the deposits remaining is approximately $1.58 million (the "**Deposits**") plus accrued and accruing interest. The Deposits are being held in trust by

Torkin in an interest bearing bank account. Torkin has advised the Receiver that all other deposits received in respect of the 20 pre-sold Condo Units were released to the Company and injected into the Project prior to the appointment of the Receiver.

Unit 6

21. Prior to the appointment of the Receiver, the Company entered into the Unit 6 APS with 2851156 Ontario Inc., which was subsequently assigned to 1000178862 Ontario Inc. (the "**Unit 6 Purchaser**").

22. The Unit 6 Purchaser was granted interim occupancy on June 27 2025.

23. By email dated November 28, 2025, Torkin delivered a final closing notice (the "**Unit 6 Closing Notice**") setting December 8, 2025 as the closing date. A copy of the Unit 6 Closing Notice is attached hereto as **Appendix "E"**.

24. In advance of the scheduled closing, the Unit 6 Purchaser raised objections to the proposed closing adjustments and asserted that there had been a "material change" to the unit, alleging that the demising walls were constructed using materials that were inferior from those contemplated by the Unit 6 APS.

25. By letter dated December 12, 2025, the Unit 6 Purchaser asserted that the alleged material change constituted a breach of the Unit 6 APS, took the position that the agreement had been rescinded, and demanded the return of its deposit together with interest. A copy of the letter is attached hereto as **Appendix "F"**.

26. The Company, through Torkin, disputed those assertions and maintained that the Unit 6 Purchaser remained bound to complete the transaction, including on the basis that: (a) the materials used were permitted substitutions of comparable quality under the Unit 6 APS; and (b) in any event, the Unit 6 Purchaser was out of time to assert any termination right, having taken interim occupancy of the unit in June 2025. A copy of the relevant correspondence is attached hereto as **Appendix "G"**.

27. The scheduled closing date was thereafter extended several times by the Company, including from December 8, 2025 to December 9, 2025, then to December 11, 2025, December 12, 2025, December 18, 2025 and ultimately to January 31, 2026. The Unit 6 Purchaser did not accept those extensions and maintained that the Company had no contractual authority to unilaterally extend the closing date and took the position that the Unit 6 APS had been rescinded.

28. Following its appointment, the Receiver sought to complete the Unit 6 APS and rescheduled the closing to February 4, 2026.

29. The Unit 6 transaction did not complete on February 4, 2026, as the Unit 6 Purchaser maintained its position that the Unit 6 APS had been rescinded.

30. By letter dated February 4, 2026, Torkin advised the Unit 6 Purchaser that the Receiver had delivered its closing documents, including by uploading them to LawyerDoneDeal.com, and was ready, willing and able to close the transaction. Torkin further advised that, as the required funds and closing documents had not

been received from the Unit 6 Purchaser, the Unit 6 Purchaser was not ready, willing and able to complete the transaction and was in breach of its obligations under the Unit 6 APS. A copy of the letter is attached hereto as **Appendix "H"**.

31. The Unit 6 Purchaser did not respond to the February 4, 2026 correspondence and has not taken any steps to complete the transaction.

Units 12 and 13

32. Prior to the appointment of the Receiver, the Company entered into the Units 12 and 13 APS with Anthony James Whyte Holdings Inc. (the "**Units 12 and 13 Purchaser**").

33. The Units 12 and 13 Purchaser was granted interim occupancy on June 27 2025.

34. By email dated November 28, 2025, Torkin delivered a final closing notice (the "**Units 12 and 13 Closing Notice**") setting December 8, 2025 as the closing date. A copy of the Units 12 and 13 Closing Notice is attached hereto as **Appendix "I"**.

35. Although the scheduled closing date was extended several times by the Company, the transaction did not close. During this period, counsel to the Units 12 and 13 Purchaser raised objections relating to the proposed closing adjustments and took the position that the Company had no contractual authority to unilaterally extend the closing date.

36. By letter dated January 30, 2026, counsel to the Units 12 and 13 Purchaser asserted that the Company was in breach of the Units 12 and 13 APS, including for failing to be ready, willing and able to close, and cited various alleged deficiencies affecting the units, including water ingress, door and hardware issues, and other construction-related concerns. The Units 12 and 13 Purchaser stated that it reserved its rights and remedies under the Units 12 and 13 APS, including its right to treat the Units 12 and 13 APS as terminated and to demand the return of its deposit. A copy of the January 30, 2026 letter is attached hereto as **Appendix "J"**.

37. Following its appointment, the Receiver sought to complete the Units 12 and 13 APS and, in conjunction with vesting orders granted by this Court, rescheduled the closing to February 4, 2026 .

38. The Units 12 and 13 transaction did not complete on February 4, 2026.

39. By letter dated February 4, 2026, Torkin advised that the Receiver had delivered its closing documents, including by uploading them to LawyerDoneDeal.com, and was ready, willing and able to close the transaction. Torkin further advised that, as the required funds and closing documents had not been received from the Units 12 and 13 Purchaser, the Units 12 and 13 Purchaser was not ready, willing and able to complete the transaction and was in breach of its obligations under the Units 12 and 13 APS. A copy of the letter is attached hereto as **Appendix "K"**.

40. Thereafter, the Units 12 and 13 Purchaser continued to raise concerns regarding alleged deficiencies affecting the units, including water ingress and issues relating to doors and mechanical components, and

sought additional assurances with respect to both the units and the common elements, including supporting documentation and confirmation of remediation.

41. In response, the Receiver advised that it would not provide further assurances beyond the terms of the Units 12 and 13 APS, including in respect of common elements, and referred to provisions of the Units 12 and 13 APS which provide that occupancy of the unit constitutes complete and absolute acceptance of all construction matters and the quality and sufficiency thereof, including the common elements. Torkin also provided a signed post-closing undertaking in respect of unit-specific deficiencies and a final inspection report issued by the Town of Aurora confirming completion of the applicable works. The Receiver further extended the closing date to February 27, 2026. A copy of the undertaking is attached hereto as **Appendix "L"**.

42. While the Units 12 and 13 Purchaser raised the concept of a holdback and revisions to the undertaking, no further particulars or proposed terms were provided prior to the closing date.

43. By letter dated February 27, 2026, Torkin again advised that the Receiver had delivered its closing documents, including by uploading them to LawyerDoneDeal.com, and was ready, willing and able to close the transaction. Torkin further advised that, as the required funds and closing documents had not been received, the Units 12 and 13 Purchaser was not ready, willing and able to complete the transaction and was in breach of the Units 12 and 13 APS. A copy of the February 27, 2026 letter is attached hereto as **Appendix "M"**.

44. The Units 12 and 13 Purchaser did not respond to the February 27, 2026 correspondence and has not taken any steps to complete the transaction.

45. Notwithstanding the position taken by the Units 12 and 13 Purchaser, as described above, it has and continues to make improvements to the units, including installing washrooms, painting the walls, completing the staircases for the mezzanine space and completing the mezzanines. Copies of pictures taken of these improvements are attached hereto as **Appendix "N"**.

46. The Receiver will be seeking orders that (i) the Unit 6 APS and the Units 12 and 13 APS have been terminated as a result of the purchasers' failure to close the transactions contemplated thereby; (ii) forfeiture of their deposits; and (iii) vacant possession of their Condo Units.

VII. REMAINING ASSETS

47. The remaining assets of the Company include several land parcels making up part (or parts) of the Real Property, which are described below:

a. the Retail Plaza;

b. four blocks of undeveloped land, being: (i) Block 2 (approximately 1.94 acres); (ii) Blocks 3 and 4 (approximately 4.44 acres in the aggregate); and (iii) Block 7 (approximately 4.97 acres) (collectively, the "**Development Lands**"); and,

c. the four previously unsold Condo Units.

48. In addition, the Receiver is currently holding approximately $19.8 million (the "**Estate Funds**") in its estate trust account representing the aggregate of: (i) funds received from the Company's accounts at NBC; (ii) collection of rent from the Retail Plaza Tenants; (iii) collection of occupancy fees from the Condo Unit purchasers; and, (iv) proceeds from the sale of the 14 Condo Units, net of the Receiver's costs and expenses incurred in administering these receivership proceedings and managing the Real Property.

VIII. SALE PROCESS – RETAIL PLAZA

49. Following the granting of the Appointment Order, the Receiver undertook the following steps to select a listing agent for the Retail Plaza:

a. the Receiver solicited and received listing proposals from each of Jones Lang Lasalle Real Estate Services, Inc. ("**JLL**"), Lennards Commercial Realty ("**Lennards**") and Colliers International ("**Colliers**"), which the Receiver considers to be market-leading real estate services firms in the area.

b. the Receiver reviewed and evaluated each listing proposal based on, among other things, the following criteria:

   i. experience selling real property similar in nature and geography to the Real Property;

   ii. experience selling real property in receivership mandates;

   iii. proposed marketing and sales strategy; and

   iv. commission and fee structure.

   (collectively, the "**Realtor Selection Criteria**")

c. based on the above criteria, and in consultation with Windsor, the Receiver selected JLL as the listing agent on March 18, 2026 and will be entering into a listing agreement with JLL in due course.

50. The Receiver proposes the following sale process (the "**Retail Plaza Sale Process**") in respect of the Retail Plaza:

Pre-marketing

a. JLL will prepare, subject to the Receiver's approval, a multi-page, high-gloss, full-color brochure for the Retail Plaza, which will include high resolution aerial photography (the "**Brochure**").

b. JLL will prepare and maintain a site-specific, confidential, data room for the Retail Plaza, which data room will include the ability to track who has accessed and downloaded information. Access to the data room will be subject to the execution of confidentiality agreements acceptable to the Receiver in its sole discretion.

Marketing

c. The Retail Plaza will be marketed for a minimum period of six weeks.

d. The Retail Plaza will be listed for sale on the Multiple Listing Service ("**MLS**").

e. The listing price for the Retail Plaza will be $4,590,000.

f. On or before the Commencement Date (defined below), JLL will distribute its Retail Plaza marketing materials to: (i) JLL's database of potential purchasers; (ii) owners of the properties in the geographic region surrounding the Retail Plaza; and, (iii) parties who have previously contacted the Company or the Receiver directly advising of their interest in purchasing the Retail Plaza.

g. Following the Commencement Date, JLL will send a second e-blast ten (10) days following the initial email promoting the Retail Plaza to JLL's database of potential purchasers.

h. Once the Bid Deadline (defined below) is confirmed, JLL will send a third e-blast confirming the Bid Deadline to JLL's database, at least fourteen (14) days prior to the Bid Deadline.

i. The Brochure will be included in all electronic and hard-copy marketing materials.

j. Marketing of the Retail Plaza will include a LinkedIn posting on both Jackson Safrata and Philip Traikos' profiles that collectively have over 5,000 contacts.

k. A prominent, site-specific, "for sale" sign will be placed at the Retail Plaza.

l. JLL will provide tours of the Retail Plaza to interested prospective purchasers;

m. The Retail Plaza will be marketed on an "as-in, where is" basis.

n. JLL will otherwise market Retail Plaza in accordance with its obligations under the listing agreement to be entered into with the Receiver.

o. Offers for the Retail Plaza must be submitted on a form of agreement of purchase and sale to be prepared by the Receiver's counsel (the "**Template APS**") and included in the data room.

Evaluation and selection of wining offer(s)

p. Offers must be submitted on the Template APS and include a redline to the applicable Template APS.

q. The Receiver has final authority to select the successful offer and is not obligated to accept the highest or any offer.

r. Any sale transaction involving the Retail Plaza is conditional upon Court approval of the same.

s. The key milestone dates of the Retail Plaza Sale Process are summarized in the following table:

Milestone	Deadline
Commencement Date	No later than April 17, 2026
Marketing Period	A minimum of six weeks from and including the Commencement Date, subject to an extension by the Receiver, in its sole discretion, for a period not exceeding two weeks without further Court approval. If the Receiver determines to extend the Marketing Period, JLL will provide notice of such extension to all parties who, at the time of the extension, have obtained access to the data room.
Bid Deadline	Five business days following conclusion of the marketing period, subject to extension by the Receiver in its sole discretion, in consultation with JLL.
Successful Offer Selection Deadline	Ten business days following the Bid Deadline. During the period subsequent to the Bid Deadline and prior to the Successful Offer Selection Deadline (the "**Selection Period**") the Receiver, in its sole discretion, may enquire with any/all bidders regarding whether they wish to submit improved offers. Any/all improved offers received during the Selection Period will be considered by the Receiver when selecting the successful offer. The Receiver will not consider any offer from any bidder who did not make an initial offer on or prior to the Bid Deadline.
Hearing for Approval and Vesting Order	As soon as reasonably practicable following the Successful Offer Selection Deadline, subject to Court availability

IX. SALE PROCESS – UNSOLD CONDO UNITS AND DEVELOPMENT LANDS

Unsold Condo Units

51. Following the granting of the Appointment Order, the Receiver undertook the following steps to select a listing agent for the Unsold Condo Units:

a. the Receiver solicited and received listing proposals from each of CBRE Group, Inc., Lennards and Colliers which the Receiver considers to be market-leading real estate services firms in the area.

b. the Receiver reviewed and evaluated each listing proposal based upon the Realtor Selection Criteria and, in consultation with Windsor, the Receiver selected Colliers as the listing agent on March 18, 2026 and will be entering into a listing agreement with Colliers in due course.

52. As of the date of this Second Report, the Receiver has not yet finalized the marketing and sales plan to sell the Unsold Condo Units.

Development Lands

53. The Receiver intends to market and sell the Development Lands after certain municipal works are completed, as required pursuant to the existing subdivision agreement with the Town of Aurora, including, among other things: (a) underground sewer and sanitary works; (b) landscape works; (c) base asphalt; and (d) streetlighting works.

X. NATIONAL BANK LETTERS OF CREDIT – TOWN OF AURORA

54. NBC has granted The Corporation of the Town of Aurora (the "**Town of Aurora**") three irrevocable standby letters of credit in the total aggregate amount of $639,975 (the "**NBC LCs**"), as security for the completion of municipal works required to be completed by the Company in respect of the Development Lands. The Receiver has paid the annual fees for the calendar year 2026, and the NBC LCs remain in place.

XI. SECURED CREDITORS

55. As reflected in parcel registers for the subdivided blocks comprising the Project, the following charges are registered on title to the Real Property, as of March 18, 2026, in order of priority based on priority/intercompany agreements:

(a) NBC – a charge/mortgage of land in the principal amount of $110,000,000, which was registered on title to the Real Property on September 9, 2022 (the "**NBC Charge**");

(b) Westmount – a charge/mortgage of land in the principal amount of $40,000,000, which was registered on title to the Real Property on September 14, 2022 (the "**Westmount Charge**");

(c) Windsor I – a charge/mortgage of land in the principal amount of $25,000,000, which was registered on title to the Real Property on August 17, 2017, as amended by a notice registered on title to the Real Property on August 9, 2018 (the "**Windsor I Charge**"); and

(d) Olympia Trust Company and Belmont Mortgage Administration Limited – a charge/mortgage of land in the principal amount of $16,000,000, which was registered on title to the Real Property on July 22, 2013.

Copies of the parcel registers for the Real Property are collectively attached hereto as **Appendix "O"**.

NBC and Windsor II

56. Pursuant to a credit agreement dated July 29, 2022, as amended from time to time (the "**NBC Credit Agreement**"), NBC made available to the Company a demand construction term loan in the maximum principal amount of $25,765,000 (the "**NBC Term Loan**") and a letter of credit facility initially in the amount of $1,000,000, later increased to $5,000,000 (the "**LCs**"). The NBC facilities are secured by, among other things, a first-ranking charge/mortgage on title to the Real Property, the NBC Charge, a site-specific general security agreement and an assignment of cash collateral.

57. Pursuant to a Payout and Assignment Agreement dated January 15, 2026 (the "**Payout and Assignment Agreement**"), Windsor II Limited Partnership ("**Windsor II**") paid out NBC's outstanding indebtedness relating to the NBC Term Loan, and NBC assigned to Windsor II all of NBC's right, title and interest in the credit agreement, security and indebtedness relating to the NBC Term Loan (the "**Assigned Interest**"). NBC retained its interest in the credit agreement and related security as it relates to the NBC LCs (the "**Retained Interest**") until the earlier of: (a) the cancellation and/or return of all outstanding NBC LCs; or (b) NBC's receipt of cash collateral equal to the face value of the outstanding NBC LCs. The Payout and Assignment Agreement further provides that, prior to the release of the Retained Interest, NBC's Retained Interest ranks in priority to Windsor II's Assigned Interest.

58. The Receiver has obtained an independent legal opinion from WeirFoulds with respect to the validity and enforceability of the security granted in favour of NBC, and assigned to Windsor II. WeirFoulds has reviewed the loan and security documents, as well as applicable real property searches and personal property security registry searches in Ontario, and, subject to customary qualifications, assumptions and limitations included therein, is of the opinion that the NBC security is valid and enforceable in accordance with its respective terms.

59. As of March 20, 2026, the amount owing to Windsor II, as assignee of the NBC Term Loan, is $28,381,445 (the "**Windsor II Debt**"), plus accruing interest and costs.

Windsor I

60. Prior to the NBC financing, Windsor I advanced loans to the Company pursuant to loan agreements dated August 11, 2017, as amended, and July 18, 2018 in the aggregate principal amount of $25,000,000 (collectively, the "**Windsor I Loans**"). Those loans are secured by a third-ranking charge/mortgage on title to the Real Property, the Windsor I Charge.

61. As of March 20, 2026, the amount owing to Windsor I under the Windsor I Loans is $47,412,725.

Westmount / Aviva Insurance Company of Canada ("**Aviva**")

62. Westmount holds a second-ranking charge/mortgage on title to the Real Property, the Westmount Charge, which secures the Company's obligations in connection with deposit insurance and lien bonds issued by Westmount/Aviva for the Project.

Construction Liens

63. As reflected in the updated parcel registers for the Real Property, construction liens have been registered against the Real Property, as follows:

(a) Elements Air Systems Inc. registered a construction lien in the amount of $826,518 on December 11, 2025 against the Condo Units, and perfected such lien by a registration of a certificate of action on December 29, 2025;

(b) McQueen Maintenance Inc. registered a construction lien in the amount of $98,762 on December 15, 2025 against the whole Project, and subsequently perfected such lien by registration of a certificate of action on January 27, 2026;

(c) Paul Marques Architect Inc. registered a construction lien in the amount of $141,978 on January 23, 2026 against the Condo Units.

PPSA Creditors

64. The Receiver obtained an enquiry result of the personal property security registration system (Ontario) against the Company (the "**PPSR Search**"). The PPSR Search discloses that NBC and Westmount are the only parties with registered financing statements against the Company.

Town of Aurora

65. The Receiver has obtained a tax certificate confirming that there are no outstanding tax arrears in respect of the Real Property, and that current year taxes are not past due. A copy of the tax certificate dated February 6, 2026 is attached hereto as **Appendix "P"**.

XII. COMMISSIONS – PRE-APPOINTMENT AGREEMENTS OF PURCHASE AND SALE

66. Prior to the appointment of the Receiver, the Company entered into: (a) a master listing agreement dated December 27, 2021 with Cushman & Wakefield ULC ("**C&W**"), pursuant to which C&W was appointed as the exclusive listing agent for the marketing and sale of the Condo Units, excluding Unit 15; and (b) a listing agreement dated July 8, 2025 with C&W in respect of Unit 15 (collectively, the "**Condo Unit Listing Agreements**").

67. Chaitons has reviewed the Listing Agreements and advised the Receiver that any commission claims asserted by C&W in connection with completed sales of Condo Units pursuant to the Listing Agreements constitute unsecured claims against the estate.

XIII. PROPOSED DISTRIBUTIONS

68. The Receiver proposes to distribute the Estate Funds as follows:

a. Payment of the charges due under the Appointment Order as follows:

i. the unpaid fees of the Receiver and its counsel, Chaitons and Torkin, as approved by this Court.

b. Payment of any amounts owing to the Town of Aurora in respect of unpaid property taxes;

c. Payment to NBC of the amount necessary to cash collateralize the LCs in an amount up to $4,734,961.72; and

d. Payment to Windsor II, as assignee of the NBC Term Loan and security, in an amount up to the Windsor II Debt amount, plus accruing interest and costs.

69. The Receiver intends to reserve sufficient funds in respect of: (i) the basic 10% holdback amount that the construction liens may have priority for over the registered mortgages; and, (ii) costs related to the administration of these receivership proceedings.

XIV. RECEIVER'S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

70. Attached hereto at **Appendix "Q"** is the Receiver's interim statement of receipts and disbursements as at March 20, 2026 (defined above as the Interim SRD).

XV. RECEIVER'S AND ITS COUNSEL'S ACCOUNTS

71. Pursuant to paragraph 18 of the Appointment Order, the Receiver and its counsel are to be paid their reasonable fees and disbursements at their standard rates and charges, incurred both before and after the making of the Appointment Order. Pursuant to paragraph 19 of the Appointment Order, the Receiver and its counsel are required to pass their accounts.

72. As required in the Appointment Order, the Receiver is seeking the approval of its accounts and the accounts of its legal counsel for the receivership period to date.

73. The fees of the Receiver for the period to February 28, 2026 are detailed in the Affidavit of Tom McElroy sworn March 23, 2026 a copy of which is attached as **Appendix "R"**.

74. The Receiver's fees encompass 233 hours at an average hourly rate of approximately $551.57 for a total of $128,516.50 and applicable taxes. The Receiver is therefore requesting that this Court approve total fees and disbursements inclusive of applicable taxes in the amount of $145,382.48.

75. The fees and disbursements of Chaitons for the period to February 28, 2026 are detailed in the Affidavit of David Im sworn March 23, 2026, a copy of which is attached as **Appendix "S"**.

76. Chaitons' fees encompass 138.9 hours at an average hourly rate of approximately $625.06 for total fees of $86,821.00 and accounts totalling $100,806.50 inclusive of disbursements and applicable taxes. The Receiver is therefore requesting that this Court approve Chaitons' total fees and disbursements inclusive of applicable taxes in the amount of $100,806.50.

77. The fees and disbursements of Torkin for the period to February 28, 2026 are detailed in the Affidavit of Aaron English sworn March 23, 2026, a copy of which is attached as **Appendix "T"**.

78. Torkin's fees encompass 138.1 hours at an average hourly rate of approximately $518.23 for total fees of $71,567.00 and accounts totalling $81,046.40 inclusive of disbursements and applicable taxes. The Receiver is therefore requesting that this Court approve Torkin's total fees and disbursements inclusive of applicable taxes in the amount of $81,046.40.

79. The Receiver is of the view that the hourly rates charged by both Chaitons and Torkin are consistent with the rates charged by law firms practising in the area of insolvency in the Toronto market and that the fees charged are reasonable and appropriate in the circumstances.

XVI. CONCLUSION AND RECOMMENDATION

80. The Receiver respectfully requests an Order of this Honourable Court providing for the relief set out in paragraph 11(b) of this Second Report.

All of which is respectfully submitted,

ALBERT GELMAN INC.,
solely in its capacity as Court-appointed of both the Real Property and the Company and not in its personal or corporate capacity
Per:



Tom McElroy, *CIRP, LIT*

WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP and WINDSOR II LIMITED PARTNERSHIP

-and-

2352107 ONTARIO INC.

Applicant

Respondent

Court File No.: CL-26-00000005-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

SECOND REPORT OF THE RECEIVER

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Lawyers for the Albert Gelman Inc., in its capacity as Court-Appointed Receiver

Appendix “A”

Court File No.: CL-26-00000005-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	FRIDAY, THE 23rd
	)	
JUSTICE STEELE	)	DAY OF JANUARY, 2026

WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP
and WINDSOR II LIMITED PARTNERSHIP

Applicants

- and -

2352107 ONTARIO INC.

Respondent

ORDER
(Appointing Receiver)

THIS APPLICATION made by the Applicants 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 Albert Gelman Inc. ("**AGI**") as receiver (in such capacity, the "**Receiver**"), without security, of all of the assets, undertakings and properties of 2352107 Ontario Inc. (the "**Debtor**"), acquired for, or used in relation to a business carried on by the Debtor, was heard this day by Zoom videoconference.

ON READING the affidavits of Jordan Kupinsky sworn on January 9, 2026 (the "**Kupinsky Affidavit**") and January 22, 2026, and the exhibits thereto, the affidavit of Nick Tsimidis and Anthony Abate sworn on behalf of 2352107 Ontario Inc. on January 20, 2026, and the exhibits thereto, the Endorsement of the Honourable Justice Steele dated January 16, 2026,

and on hearing the submissions of counsel for the Applicants, the Respondent, and such other counsel or parties as were present, no one appearing for any other party although duly served, as appears from the Affidavit of Service of David Im sworn January 12, 2026 and the Affidavit of Service of Karen Jones sworn January 22, 2026, and on reading the consent of AGI 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, AGI is hereby appointed Receiver, without security, of the real property municipally known as 175 Melvin Robson Avenue, Aurora, Ontario, and legally described in the PINs listed in Schedule "A" attached hereto (the "**Real Property**"), and all assets, undertakings and properties of the Debtor situated on, arising from, used in connection with or otherwise relating to the Real Property, including all proceeds thereof (collectively, 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 complete construction of and remediate Phase 1 (as defined in the Kupinsky Affidavit) construction deficiencies, as necessary;

(e) to engage contractors, trades, engineers, architects, consultants, cost consultants, construction managers, 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;

(f) 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;

(g) 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;

(h) to settle, extend or compromise any indebtedness owing to the Debtor;

(i) to deal with any construction lien or trust claims that have been or may be registered or which arise in respect of the Property, including any part or parts thereof;

(j) 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;

(k) 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;

(l) 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;

(m) to complete any existing agreements of purchase and sale in respect of the Property, or any part or parts thereof, if appropriate, without Court approval, in respect of any such transaction;

(n) with the approval of this Court, to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business, 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;

(o) 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;

(p) 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;

(q) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

(r) 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;

(s) 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;

(t) to make payments, as required, under any contract in relation to the Project, without assuming any liability or obligations thereunder;

(u) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and

(v) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons, 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, (iii) all construction managers, project managers, contractors, subcontractors, trades, engineers, surveyors, consultants, cost consultants and service providers, and all other persons acting on their instructions or behalf, and (iv) 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 two (2) 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 Commercial List 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.

RETENTION OF COUNSEL

25. **THIS COURT ORDERS** that the Receiver may retain lawyers, including the Applicants' lawyers, to represent and advise the Receiver in connection with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order. Such lawyers may include Chaitons LLP, lawyers for the Applicants herein, in respect of any matter where the Receiver is satisfied that there is no actual or potential conflict of interest. The Receiver shall, however, retain independent lawyers in respect of any legal advice or services where a conflict exists, or may exist.

SERVICE AND NOTICE

26. **THIS COURT ORDERS** that the E-Service Guide of the Commercial List (the "**Guide**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at https://commerciallist.com/resources) 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 Guide, service of documents in accordance with the Guide will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Guide with the following URL: 'https://www.albertgelman.com/filedocuments/#2352107'.

27. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Guide 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

28. **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.

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

30. **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.

31. **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.

32. **THIS COURT ORDERS** that the Applicants shall have their costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicants' security or, if not so provided by the Applicants' 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.

33. **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.

Jana Steele

Digitally signed by Jana Steele
Date: 2026.01.23 18:07:15 -05'00'

SCHEDULE "A"

REAL PROPERTY

Municipal Address: 175 Melvin Robson Avenue, Aurora, Ontario

PIN: 03620-1755 (LT)

Legal Description: PART LOT 26 CONCESSION 3 WHITCHURCH, PARTS 1, 2, 3 & 4 ON EXPROPRIATION PLAN YR2201826 SAVE AND EXCEPT PARTS 1, 2, 3, 4, 5 & 6, 65R38655; TOWN OF AURORA

Block 1

PIN: 03620-1777 (LT)

Legal Description: BLOCK 1, PLAN 65M4790 EXCEPT PART 3, 65R40652; SUBJECT TO AN EASEMENT IN GROSS AS IN YR3537823; SUBJECT TO AN EASEMENT IN GROSS OVER PART 1 PLAN 65R40569 AS IN YR3604003; SUBJECT TO AN EASEMENT AS IN YR3608232; TOWN OF AURORA

Block 2

PIN: 03620-1779 (LT)

Legal Description: BLOCK 2, PLAN 65M4790 EXCEPT PART 4, 65R40652; SUBJECT TO AN EASEMENT IN GROSS AS IN YR3537823; SUBJECT TO AN EASEMENT AS IN YR3608232; TOWN OF AURORA

Block 3

PIN: 03620-1761 (LT)

Legal Description: BLOCK 3, PLAN 65M4790; SUBJECT TO AN EASEMENT IN GROSS AS IN YR3537823; SUBJECT TO AN EASEMENT IN GROSS OVER PART 2 PLAN 65R40569 AS IN YR3603990; SUBJECT TO AN EASEMENT AS IN YR3608232; TOWN OF AURORA

Block 4

PIN: 03620-1762 (LT)

Legal Description: BLOCK 4, PLAN 65M4790; SUBJECT TO AN EASEMENT IN GROSS AS IN YR3537823; SUBJECT TO AN EASEMENT IN GROSS OVER PART 3 PLAN 65R40569 AS IN YR3603995; SUBJECT TO AN EASEMENT AS IN YR3608232; TOWN OF AURORA

Block 5 & 6

PIN: 30132-0001

Legal Description: UNIT 1, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1600 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3868859; TOWN OF AURORA

PIN: 30132-0002

Legal Description: UNIT 2, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1600 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3868859; TOWN OF AURORA

PIN: 30132-0003

Legal Description: UNIT 3, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1600 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3868859; TOWN OF AURORA

PIN: 30132-0004

Legal Description: UNIT 4, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1600 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3868859; TOWN OF AURORA

PIN: 30132-0005

Legal Description: UNIT 5, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1600 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3868859; TOWN OF AURORA

PIN:	30132-0006
Legal Description:	UNIT 6, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1600 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3868859; TOWN OF AURORA
PIN:	30132-0007
Legal Description:	UNIT 7, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1600 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3868859; TOWN OF AURORA
PIN:	30132-0008
Legal Description:	UNIT 8, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1600 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3868859; TOWN OF AURORA
PIN:	30132-0009
Legal Description:	UNIT 9, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1600 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3868859; TOWN OF AURORA
PIN:	30132-0010
Legal Description:	UNIT 10, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1600 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3868859; TOWN OF AURORA
PIN:	30132-0011
Legal Description:	UNIT 11, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1600 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3868859; TOWN OF AURORA
PIN:	30132-0012
Legal Description:	UNIT 12, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1600 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3868859; TOWN OF AURORA

PIN:	30132-0013
Legal Description:	UNIT 13, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1600 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3868859; TOWN OF AURORA
PIN:	30132-0014
Legal Description:	UNIT 14, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1600 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3868859; TOWN OF AURORA
PIN:	30132-0015
Legal Description:	UNIT 15, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1600 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3868859; TOWN OF AURORA
PIN:	30132-0016
Legal Description:	UNIT 16, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1600 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3868859; TOWN OF AURORA
PIN:	30132-0017
Legal Description:	UNIT 17, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1600 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3868859; TOWN OF AURORA
PIN:	30132-0018
Legal Description:	UNIT 18, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1600 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3868859; TOWN OF AURORA
PIN:	30132-0019
Legal Description:	UNIT 19, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1600 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3868859; TOWN OF AURORA

PIN:	30132-0020
Legal Description:	UNIT 20, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1600 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3868859; TOWN OF AURORA
PIN:	30132-0021
Legal Description:	UNIT 21, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1600 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3868859; TOWN OF AURORA
PIN:	30132-0022
Legal Description:	UNIT 22, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1600 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3868859; TOWN OF AURORA
PIN:	30132-0023
Legal Description:	UNIT 23, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1600 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3868859; TOWN OF AURORA
PIN:	30132-0024
Legal Description:	UNIT 24, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1600 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3868859; TOWN OF AURORA

Block 7

PIN:	03620-1765 (LT)
Legal Description:	BLOCK 7, PLAN 65M4790; SUBJECT TO AN EASEMENT IN GROSS AS IN YR3537823; SUBJECT TO AN EASEMENT AS IN YR3608232; TOWN OF AURORA

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT $_____

1. THIS IS TO CERTIFY that Albert Gelman Inc., the receiver (the "**Receiver**") of the Property (as defined in the Order (defined below)) of 2352107 Ontario Inc. appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the ___ day of _____, 20__ (the "Order") made in an action having Court file number __-CL-_____, 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 _____, 20__.

ALBERT GELMAN INC., solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: _____

Name:

Title:

A1084

WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP and WINDSOR II LIMITED PARTNERSHIP

-and-

2352107 ONTARIO INC.

Applicants

Respondent

Court File No.: CL-26-00000005-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

ORDER

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Lawyers for the Applicants

SEPARATOR PAGE

ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CL-26-00000005-0000 **DATE: [[Friday-January 23-2026]]**

NO. ON LIST: 3

TITLE OF PROCEEDING: WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP; WINDSOR II LIMITED PARTNERSHIP v. 2352107 Ontario Inc.

BEFORE: JUSTICE J. STEELE

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
HARVEY CHAITON DAVID IM LIAM SCANLON	WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	harvey@chaitons.com dim@chaitons.com lscanlon@chaitons.com
HARVEY CHAITON DAVID IM LIAM SCANLON	WINDSOR II LIMITED PARTNERSHIP	harvey@chaitons.com dim@chaitons.com lscanlon@chaitons.com
HARVEY CHAITON DAVID IM LIAM SCANLON	WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	harvey@chaitons.com dim@chaitons.com lscanlon@chaitons.com
HARVEY CHAITON DAVID IM LIAM SCANLON	WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	harvey@chaitons.com dim@chaitons.com lscanlon@chaitons.com

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info
IAN CANTOR	2352107 Ontario Inc.	icantor@rarlitigation.com
WENDY NGAI	2352107 Ontario Inc.	wngai@rarlitigation.com
STEPHANIE FERNANDES	Counsel for National Bank of Canada	sfernandes@tgf.ca
DAVID MAHONY	Lawyer for Orion Wall Systems and XLN Design and Build, Haven Creditors	dmahony@tutanota.com
OBSERVER: James MacLellan		
ANTHONY ABATE	Respondent's Director	anthony.abate@havendevelopments.ca
OBSERVER: PAOLA ABATE		paolo.abate@havendevelopments.ca

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
OBSERVER CLIENT: Jordan	Partner Windsor Private Capital	
OBSERVER: HARIS MASOOD	Analyst at Windsor	
OBSERVER: HIZIR TIFTIKCI	Orion Wall Systems Inc	hizir@orionwall.com
OBSERVER: NICK TSIMIDIS (Self-Represented)	First Mortgage Administration Corp - a secured mortgagee	nick.tsimidis@unioncapital.ca
OBSERVER: AARON ENGLISH	Project Counsel for the Aurora Mills project	aenglish@torkinmanes.com

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ENDORSEMENT OF JUSTICE STEELE:

[1] The applicants seek the appointment of Albert Gelman Inc. as receiver of the property municipally located at 175 Melvin Robson Avenue, Aurora, Ontario together with all assets of the Debtor on or relating to the Real Property.

[2] Albert Gelman Inc. has consented to act as Receiver.

[3] Defined terms used in this endorsement have the meaning set out in the applicants' factum.

[4] The matter first came before me on January 16, 2026. Certain individuals, who are officers and/or directors of 2352107 Ontario Inc. ("235") requested an adjournment. I granted a short adjournment to give them the opportunity to file materials.

[5] At the return today, there was a discussion regarding whether the individuals who had filed materials, Nick Tsimidis and Anthony Abate, were acting on behalf of the Debtor, 235. Having reviewed the written submissions and heard the oral submissions, I do not need to determine the issue of whether these individuals should be granted leave of the court under Rule 15.01(2).

[6] Mr. Abate, in his oral submissions, agreed that the applicants are secured creditors, and the Court has jurisdiction to appoint a receiver. He was concerned, among other things, about the factual record. Mr. Abate indicated that their goal was to preserve value and ensure transparency going forward. Their preference was for a limited scope receivership.

[7] I would note that there are allegations of mismanagement made by Windsor that are disputed.

[8] The only issue before me is whether to appoint Albert Gelman Inc. as receiver over the Property.

[9] Under section 101 of the *Courts of Justice Act* and section 243(1) of the *Bankruptcy and Insolvency Act*, the Court may appoint a receiver where it is "just or convenient" to do so.

[10] In determining whether it is "just or convenient" to appoint a receiver, the Court must consider "all of the circumstances but in particular the nature of the property and the rights and interests of all relevant parties:" *Nova Scotia v. Freure Village on Clair Creek*, 1996 CanLII 8258 (ONSC) at para. 10. The discretionary factors that the Court has historically considered in determining whether it is appropriate to appoint a receiver were recently summarized by the Court in *C&K Mortgage et al v. 11282751 Canada Inc. et al*, 2024 ONSC 1039, at para. 19.

[11] I am satisfied that it is just or convenient in the circumstances to appoint a receiver.

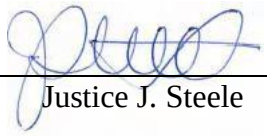
[12] Although the appointment of a receiver is generally an extraordinary remedy, the extraordinary nature of the remedy is reduced where the applicant is merely seeking to enforce a term of an agreement that was agreed to by both parties: *Elleway Acquisitions Ltd. v. Cruise Professionals Ltd.*, 2013 ONSC 6866, at para. 27.

[13] The Debtor is the registered owner of the Real Property, which is in the process of being developed as part of a multi-phased mixed-use commercial development project. The Debtor holds legal title to the Real Property as nominee for the Beneficial Owners. Phase 1 of the Project is near completion; however, there are now multiple construction liens registered on the Real Property and there are certain construction deficiencies, which has resulted in some purchasers refusing to close on their units until the deficiencies are remedied. Mr. Kupinsky's evidence is that because of a lack of available liquidity, the Debtor is unable fix these deficiencies and/or discharge the construction liens, which impairs the Debtor's ability to complete the sale of the retail plaza and industrial condominium units.

[14] The Debtor owes Windsor approx. $75 million. The Debtor is in default. The terms of the Security allow for the appointment of a receiver upon default. Demand letters and Notices of Intention to Enforce Security under section 244 of the BIA have been sent to the Debtor and the Beneficial Owners. Windsor's position is that they will not advance further money for the Project unless a full receivership is granted. No viable alternative has been proposed other than a receivership.

[15] I am satisfied that it is just and convenient in the circumstances to appoint a receiver to take possession of, preserve, and realize upon the Property through a transparent, orderly and court-supervised process that will permit the completion and sale of the existing purchase agreements with a court vesting order and to market and sell the balance of the Property for the benefit of the stakeholders. The form of Order sought is substantially consistent with the Commercial List Model Order with a few changes to, among other things, include certain powers specific to this matter such as the completion and construction and remediation of Phase 1, and addressing construction lien claims.

[16] Order to go in the form signed by me today, with immediate effect.



Date: Jan 23, 2026

Justice J. Steele

Appendix “B”

ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CL-26-00000005-0000 **DATE: February 2, 2026**

NO. ON LIST: 1

TITLE OF PROCEEDING: WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP v. 2352107 Ontario Inc.

BEFORE: JUSTICE MYERS

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Harvey Chaiton David Im	Lawyers for the Applicants & Receiver.	harvey@chaitons.com dim@chaitons.com

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info
Wendy Ngai	Lawyer for the Defendants, 2372754 Ontario Inc.	wngai@rarlitigation.com
Adil Habib	Lawyer for the Defendants, 2372754 Ontario Inc.	ahabib@kmblaw.com

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Harold Rosenberg	Paul Marques Architect Inc.	h.rosenberg@battistonlaw.com

Jordan Routliff	McQueen Maintenance Inc.	jroutliff@rousseaumazzuca.com
Tushar Sabharwal	Lawyer for an unidentified person.	tsabharwal@dakllp.com
Stephanie Fernandes	Lawyer for National Bank of Canada.	sfernades@tgf.ca

---

ENDORSEMENT OF JUSTICE MYERS:

[1] The Receiver recommended that the court make vesting orders to close the sales of for 20 of the 24 units. The sales agreements were entered into prior to the receivership. The order appointing the Receiver authorized it to close those sales. It has now explained why it wishes to do so in the exercise of its business judgment. Twelve vesting orders signed as asked.

[2] I will not make an order deeming lien claims perfected without being duly filed and perfected under the *Construction Act*. I am not satisfied that the court has jurisdiction to do so. The liens are creatures of statute. I do not know how I can create them or preserve them when the statutory requisites have not been met. If that means that a stay needs to be lifted, the lien claimant can be on touch with the Receiver for consent and move if necessary.

[3] Moreover there is no evidence that doing so is necessary to preserve the liens or to allow the sales to close. These issues do no need to be resolved today.

[4] I am satisfied that the confidential appendices to the First and Supplemental reports ought to be sealed. Doing so is in the public interest to protect the integrity of the Receiver's sale processes especially in the event that any of the current sales do not close. More sales are still coming for very similar units. Those sales processes need protection as well. There is no tangible harm to the open courts principle as the Receiver's reports make fulsome disclose. In any event, the sealing is temporary so that anyone with an interest will be able to see the confidential data once the sales processes are over and the public interest in confidentiality is satisfied.



[[Applied Signature]]

Date: Feb 02, 2026

[[Applied Signature Display Name]]

Appendix “C”

Court File No.: CL-26-00000005-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP
and WINDSOR II LIMITED PARTNERSHIP

Applicants

- and -

2352107 ONTARIO INC.

Respondent

FIRST REPORT OF ALBERT GELMAN INC. AS COURT-APPOINTED RECEIVER

JANUARY 27, 2026

1.0 INTRODUCTION

1. This report (the "**Report**") is filed by Albert Gelman Inc. ("**AGI**") in its capacity as receiver (in such capacity, the "**Receiver**") of the real property municipally known as 175 Melvin Robson Avenue, Aurora, Ontario (the "**Real Property**"), and all assets, undertakings and properties of 2352107 Ontario Inc. (the "**Company**") situated on, arising from, used in connection with or otherwise relating to the Real Property, including all proceeds thereof.

2. Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") made on January 23, 2026 (the "**Receivership Order**"), AGI was appointed Receiver.

A copy of the Receivership Order and the Endorsement of the Honourable Justice Steele dated January 23, 2026 are attached collectively as **Appendix "A"**.

3. The Company is the registered owner of the Real Property, which is in the process of being developed as a multi-phased mixed-use commercial development known as 'Aurora Mills Business Park' (the "**Project**").

4. Phase one of the Project is comprised of Blocks 1, 5 and 6 ("**Phase 1**"). Block 1 of the Project has been developed as a retail plaza (the "**Retail Plaza**") and is currently subject to existing leases with three commercial tenants, including Starbucks, Dairy Queen and Carbone Pizza. Blocks 5 and 6 of the Project are being developed with a total of 24 industrial condominium units (collectively, the "**Condo Units**", each a "**Condo Unit**").

5. The Company holds legal title to the Real Property as nominee and bare trustee for 2374563 Ontario Limited and 2372754 Ontario Limited, each holding a 50% beneficial interest in the Real Property pursuant to a Joint Venture Agreement dated July 18, 2013.

6. This Report is filed in support of the Receiver's motion for the following orders:[1]

   (a) vesting the Company's right, title and interest in the Retail Plaza in the Retail Purchaser, free and clear of all claims and encumbrances other than Permitted Encumbrances (as defined in the Retail APS), upon the execution and delivery of a certificate by the Receiver confirming completion of the transaction contemplated by the Retail APS;

[1] Capitalized terms used in this paragraph but not defined have the meanings given to them in the following paragraphs below.

(b) vesting the Company's right, title and interest in the applicable Condo Units in the respective purchasers, under the Condo APSs, free and clear of all claims and encumbrances other than permitted encumbrances, upon the execution and delivery of a certificate by the Receiver confirming completion of the applicable transaction; and

(c) sealing Confidential Appendices "1" and "2" pending completion of the proposed transactions or further Order of the Court.

7. The facts underlying the receivership application are more fully set out in the affidavits of Jordan Kupinsky sworn January 9, 2026 (the "**First Affidavit**") and January 22, 2026. A copy of the First Affidavit, without exhibits, is attached hereto as **Appendix "B"**.

2.0 AGREEMENTS OF PURCHASE AND SALE

1. Prior to the Receiver's appointment, the Company entered into the following agreements:

(a) an agreement of purchase and sale between the Company and 2753991 Ontario Inc. (the "**Retail Purchaser**") dated February 18, 2025 in respect of the Retail Plaza (the "**Retail APS**"), a redacted copy of which is attached hereto as **Appendix "C"** and an unredacted copy of which is provided as **Confidential Appendix "1"**; and

(b) agreements of purchase and sale in respect of 20 of the 24 Condo Units (collectively, the "**Condo APSs**", and each, a "**Condo APS**"), redacted copies of which are attached as **Appendices "D1"** to "**D12**", and unredacted copies of which are provided as **Confidential Appendix "2A"** to **"2L"**.

2. The Retail APS did not close as scheduled on January 15, 2026 due to the registration of a construction lien in favour of McQueen Maintenance Inc. in the amount of $98,762, which was registered against title to the Project on December 15, 2025 (the "**McQueen Lien**").

3. No new closing date has been scheduled for the Retail APS and it is currently unknown whether the purchaser intends to complete the transaction.

4. In addition to the McQueen Lien, the Project is subject to the following construction liens (collectively with the McQueen Lien, the "**Construction Liens**"):

(a) a construction lien in favour of Elements Air Systems Inc. in the amount of $826,518, which was registered against title to the Condo Units on December 11, 2025; and

(b) a construction lien in favour of Paul Marques Architect Inc. in the amount of $141,978.20, which was registered against title to the Condo Units on January 23, 2026.

5. Since June 2025, sixteen (16) of the Condo Unit purchasers have been provided interim occupancy of their respective Condo Units.

6. Purchasers of certain Condo Units have raised concerns regarding construction deficiencies affecting the condition, design and conformity of their respective units. Certain purchasers have indicated that they do not intend to close their purchases until the deficiencies are rectified.

7. The Condo APSs originally contemplated closings in or about December 2025. Those closings did not occur as scheduled due to the registration of the Construction Liens and the existence of the construction deficiencies described above.

8. Prior to the Receiver's appointment, counsel to the Company delivered email correspondence to the purchasers of the Condo Units, or their counsel, advising that the scheduled closing dates were being rescheduled to January 31, 2026, in an effort to facilitate completion of the transactions. A sample copy of that correspondence is attached hereto as **Appendix "E"**.

9. It is uncertain how many purchasers of the Condo Unit intend to close their transactions.

3.0 VESTING ORDERS

1. As a result of the Construction Liens, the Company has been unable to complete the Condo Unit sales and convey good and marketable title to purchasers, free and clear of all liens and encumbrances (other than permitted encumbrances), in accordance with the terms of the Retail APS and the Condo APSs.

2. The Receivership Order expressly authorizes the Receiver to complete existing agreements of purchase and sale entered into prior to its appointment. In order to do so, the Receiver requires vesting orders to enable the Receiver to convey title, free and clear of all liens and encumbrances (other than permitted encumbrances).

3. The Receiver is not seeking approval of the Retail APS or the Condo APSs, which were entered into prior to the Receiver's appointment and which the Receiver is authorized to complete without further Court approval pursuant to paragraph 3(m) of the Receivership Order.

4. The Receiver respectfully requests that the Court grant the following orders:

(a) an order vesting the Company's right, title and interest in the Retail Plaza in the Retail Purchaser, free and clear of all claims and encumbrances other than Permitted Encumbrances (as defined in the Retail APS), upon the execution and delivery of a certificate by the Receiver confirming completion of the transaction contemplated by the Retail APS; and

(b) orders vesting the Company's right, title and interest in the Condo Units in the applicable purchasers, under the Condo APSs, free and clear of all claims and encumbrances other than permitted encumbrances, upon the execution and delivery of a certificate by the Receiver confirming completion of the applicable transaction.

5. The following charts identify the encumbrances that are proposed to be deleted from title on closing. The specific instruments to be deleted are described in detail in Schedule "C" to each of the vesting orders.

Retail Plaza:

Instrument Type	**Principal Amount**	**Registered In Favour Of**
Charge and Related Instruments	$16,000,000	Belmont Mortgage Administration Limited, John Carlisle and Madiana Carlisle, as transferred from time to time, and currently held by First Mortgage Administration Corp. and Olympia Trust Company
Charge and Related Instruments	$25,000,000	Windsor Private Capital Inc., as transferred from time to time, and currently held by WPC GP I Inc. and Windsor Private Capital Limited Partnership

Charge and Related Instruments	$110,000,000	National Bank of Canada
Charge and Related Instruments	$40,000,000	Westmount Guarantee Services Inc.
Construction Lien	$98,762	McQueen Maintenance Inc.

Condo Units (all Condo Units share the same encumbrances):

Instrument Type	**Principal Amount**	**Registered In Favour Of**
Charge and Related Instruments	$16,000,000	Belmont Mortgage Administration Limited, John Carlisle and Madiana Carlisle, as transferred from time to time, and currently held by First Mortgage Administration Corp. and Olympia Trust Company
Charge and Related Instruments	$25,000,000	Windsor Private Capital Inc., as transferred from time to time, and currently held by WPC GP I Inc. and Windsor Private Capital Limited Partnership
Charge and Related Instruments	$110,000,000	National Bank of Canada
Charge and Related Instruments	$40,000,000	Westmount Guarantee Services Inc.
Construction Lien and Related Certificate of Action	$826,518	Elements Air Systems Inc.
Construction Lien	$98,762	McQueen Maintenance Inc.
Construction Lien	$141,978	Paul Marques Architect Inc.

4.0 SEALING ORDER

1. The Receiver is of the view that **Confidential Appendices "1"** and **"2"** should be filed with the Court on a confidential basis and remain sealed pending further order of the Court or closing of the transactions. The APSs contain commercially sensitive information that if publicly disclosed, may negatively impact any future marketing and sale of the Retail Plaza and/or the Condo Units if the respective transactions do not close.

2. The Receiver is of the view that no person will be prejudiced by the sealing order.

3. The salutary effects of sealing such information from the public record greatly outweigh the deleterious effects of doing so under the circumstances. The Receiver is of the view that the sealing of **Confidential Appendices "1"** and **"2"** is consistent with the decision in *Sherman Estate v. Donovan*, 2021 SCC 25. Accordingly, the Receiver believes the proposed sealing order is appropriate in the circumstances.

5.0 CONCLUSION AND RECOMMENDATION

1. Based on the foregoing, the Receiver respectfully recommends that this Honourable Court grant the Orders detailed in Section 1.0(6) of this Report.

All of which is respectfully submitted,

ALBERT GELMAN INC.,
Solely in its capacity as Court-appointed
Receiver, and not in its personal capacity



_____
Per: Tom McElroy, CIRP, LIT

Appendix “D”

Court File No.: CL-26-00000005-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP and WINDSOR II LIMITED PARTNERSHIP

Applicants

- and -

2352107 ONTARIO INC.

Respondent

IN THE MATTER OF AN APPLICATION PURSUANT TO 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

FIRST SUPPLEMENT TO THE FIRST REPORT OF ALBERT GELMAN INC. AS COURT-APPOINTED RECEIVER

(Dated January 31, 2026)

I. INTRODUCTION

1. This report (the "**First Supplemental Report**") is filed by Albert Gelman Inc. ("**AGI**"), in its capacity as receiver (in such capacity, the "**Receiver**") of the real property municipally known as 175 Melvin Robson Avenue, Aurora, Ontario (the "**Real Property**"), and all assets, undertakings and properties of 2352107 Ontario Inc. (the "**Company**") situated on, arising from, used in connection with or otherwise relating to the Real Property, including all proceeds thereof (collectively, the "**Property**").

2. Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") made on January 23, 2026 (the "**Receivership Order**"), AGI was appointed Receiver. A copy of the Receivership

Order and the Endorsement of the Honourable Justice Steele dated January 23, 2026 are attached as **Appendix "A"** and **Appendix "B"**, respectively.

3. Paragraph 3(m) of the Receivership Order authorizes the Receiver to complete any existing agreements of purchase and sale in respect of the Property, or any part or parts thereof, if appropriate, without Court approval, in respect of any such transaction.

II. TERMS OF REFERENCE

4. All terms not otherwise defined herein shall have the same meanings ascribed to them in the Receiver's First Report to Court dated January 27, 2026 (the "**First Report**") and the Affidavit of Jordan Kupinsky sworn January 9, 2026 (the "**Kupinsky Affidavit**").

III. JANUARY 29 COURT HEARING

5. On January 29, 2026 (the "**January 29 Motion**") the Receiver brought a motion for an Order:

(a) vesting the Company's right, title and interest in the Retail Plaza in the Retail Purchaser, free and clear of all claims and encumbrances other than Permitted Encumbrances (as defined in the Retail APS), upon the execution and delivery of a certificate by the Receiver confirming completion of the transaction contemplated by the Retail APS (the "**Retail Plaza Vesting Order**");

(b) vesting the Company's right, title and interest in the Condo Units in the applicable purchasers, under the Condo APSs, free and clear of all claims and encumbrances other than permitted encumbrances, upon the execution and delivery of a certificate by the Receiver confirming completion of the applicable transaction (each, a "**Condo Unit Vesting Order**", and collectively, the "**Condo Unit Vesting Orders**"); and

(c) sealing Confidential Appendices "1" and "2" to the First Report pending completion of the proposed transactions or further Order of the Court (the "**Sealing Order**").

6. The Court adjourned the January 29 Motion to February 2, 2026 due to short notice and to permit the Receiver to provide additional evidence confirming that the sale transactions are at fair value. A copy of the Endorsement of Justice Myers dated January 29, 2026 (the "**January 29 Endorsement**") is attached hereto as **Appendix "C".** The First Report, which was filed in relation to the January 29 Motion, is attached hereto as **Appendix "D"**, without appendices.

7. The Company's lawyers advise the purchasers of the 20 Condo Units of the Receivership by email on January 29, 2026 and, at the same time, scheduled the closing date for completion of the 20 Condo Unit sales to February 4, 2026.

8. The Receiver is no longer requesting at this time that this Honorable Court grant the Retail Plaza Vesting Order as the completion of such transaction is under discussion and will unlikely occur in the near

term. The Receiver continues to request that this Honourable Court grant the Condo Unit Vesting Orders and the Sealing Order.

IV. BACKGROUND

9. The background to this motion is set out in the First Report and the Kupinsky Affidavit and is not repeated herein.

V. PURPOSE OF THIS REPORT

10. The purpose of this First Supplemental Report is to address matters raised by Justice Myers set out in the January 29 Endorsement by providing the Court with, *inter alia*, additional information with respect to:

(a) the reasonableness of the sale prices of each of the Condo Units; and

(b) the Receiver's recommendation with respect to the proposed sale transactions.

VI. CONDO UNIT SALES

11. There are a total of 24 Condo Units. Each Condo Unit is approximately 3,600 square feet in size and is built to a base shell specification.

12. Prior to the Receiver's appointment, the Company entered into agreements of purchase and sale (the "**APSs**") with arm's-length third parties for the sale of 20 of the 24 Condo Units. The transactions were scheduled to close in December 2025, but did not close due to, among other things, the registration of construction liens that prevented the conveyance of the Condo Units free and clear of encumbrances.

13. However, purchasers of 16 Condo Units were provided with interim occupancy in June 2025. Of these, five (5) are carrying on business from the premises.

14. In connection with the existing Condo Unit APSs, the Receiver has prepared a summary outlining the current status of each transaction (the "**APS Status Summary**"). The APS Status Summary is attached hereto as **Confidential Appendix "A"**.

15. The Receiver currently expects that 10 of the 12 existing Condo Unit APSs are likely to complete by or shortly after the rescheduled closing dates, subject to customary closing conditions, with the remaining two (2) transactions requiring further discussion with the respective purchasers.

16. Of the remaining four unsold Condo Units, three are currently listed for sale, with Cushman & Wakefield acting as the listing agent. The other Condo Unit is not currently listed for sale.

17. Set out below is a table setting out the applicable Condo Unit(s), the date of the agreement, and the purchaser for each of the Condo Unit APSs.

Units No.	APS Date	Purchaser
1,2,3	02-Feb-22	Spectra Signs (assigned to Spectra Prop. Inc)
6	02-May-22	2851156 Ontario Limited (assigned to 1000178862 Ontario Inc.)
7,8	02-Feb-22	2870593 Ontario Inc.
9,10	12-Apr-22	2870593 Ontario Inc.
11	01-Feb-22	Le Huang (assigned to 1001250173 Ontario Ltd.)
12,13	13-May-22	Anthony James Whyte Holdings Inc.
15	08-Dec-25	17323271 Canada Inc.
17	20-Feb-24	Shariati Aurora Corp.
18	22-Jan-22	2593142 Ontario Inc.
19	26-Jan-22	2733214 Ontario Inc. (assigned to 1001252226 Ontario Corp.)
20,21	12-Jun-24	Heal Estates & Assets Ltd.
22,23,24	24-Jan-22	2710436 Ontario Ltd. (Chislett Roofing)

Arm's Length Purchasers

18. Pursuant to a corporate profile report of the Company obtained by the Receiver on January 26, 2026, each of Anthony Abate, Paolo Abate, Nikolaos Tsimidis, Alessandro Vitaro and Giuseppe Vitaro (collectively, the "**Directors**") are directors of the Company.

19. Nikolaos Tsimidis, one of the Directors, has confirmed to the Receiver that: "All of the purchasers are arm's length to [him] personally and any of the Haven Group of companies." Attached hereto as **Appendix "E"** is a copy of the email correspondence from Nikolaos.

20. The Receiver has also obtained current corporate profile reports for each of the Condo Unit purchasers. None of the Directors of the Company are listed as an officer or director of any of the Condo Unit purchasers.

21. Based on the foregoing, it appears that the sale transactions in respect of the 20 Condo Units are between the Company and arm's-length third-party purchasers.

Condo APSs are at Fair Value

22. The Receiver has prepared a summary of sales data relating to the sold Condo Units, including the total purchase price (including development charges), the sale date, and the sale price per square foot (the "**Sales Data Summary**"). The Sales Data Summary is attached hereto as **Confidential Appendix "B".** The Receiver's observations with respect to the Sales Data Summary are as follows:

(a) 16 Condo Units were sold in 2022, three were sold in 2024 and one was sold in 2025; and

(b) the average sale price per square foot for the Condo Units sold in 2024 and 2025 was 16.7% and 4.5%, respectively, lower than the average price per square foot for the units sold in 2022.

23. The Receiver has obtained a letter from Spencer Mussett, Executive Vice-President of CBRE, dated January 29, 2026 (the "**CBRE Letter**"), a copy of which is attached hereto as **Appendix "F"**. CBRE was one of the listing agents retained by the Company to sell several of the Condo Units.

24. The CBRE Letter indicates, among other things, the following:

> *"The Industrial condo sales market has noticeably cooled over the last two (2) years."*
>
> *"Over the last two (2) years, the two most impacted segments of the market were land and industrial condo sales, seeing a pronounced supply-demand imbalance and downward pressure on pricing and diminished transaction velocity."*

25. The unsold Condo Units were listed for sale in July 2025 at prices in excess of the Condo Unit APSs, but no offers have been received.

26. Based on the foregoing and the Receiver's experience selling real properties in other insolvency mandates, market prices have declined materially since 2022. As noted above, 16 or the 20 Condo Unit APSs were entered into in 2022.

27. It is the Receiver's view, based on the evidence set out in this First Supplemental Report, that the sale prices for the 20 Condo Units in respect of which the Receiver is seeking the Condo Unit Vesting Orders are commercially reasonable.

VII. SECURED INDEBTEDNESS

28. Windsor Private Capital Limited Partnership and Windsor II Limited Partnership (collectively, "**Windsor**") is both the first- and third-ranking mortgagee in respect of the Real Property. Windsor's total secured indebtedness is currently approximately $75 million, plus accruing interest and costs.

29. The Receiver has prepared an analysis of the expected repayment of the Company's various secured creditors based on the expected sale prices of the Retail Plaza, the Condo Units and the remaining balance of the Real Property (the "**Loan Repayment Summary**"). The Loan Repayment Summary is attached hereto as **Confidential Appendix "C".**

30. As set out in the Loan Repayment Summary, Windsor is expected to suffer a significant shortfall on its secured indebtedness. No distributions are expected to subordinate secured creditors or any unsecured creditors.

31. Windsor supports the Receiver's request for the Condo Unit Vesting Orders in order to complete the sale of the existing Condo APSs despite the anticipated loss it will suffer.

VIII. SEALING OF CONFIDENTIAL APPENDICES

32. The Receiver is of the view that Confidential Appendices "A", "B" and "C" (collectively, the "**Confidential Appendices**") should be filed with the Court on a confidential basis and remain sealed pending further order of the Court or closing of the transactions. The APS Status Summary, the Sales Data Summary and the Loan Repayment Summary contain commercially sensitive information that if publicly disclosed, may negatively impact any future marketing and sale of the Condo Units if the respective transactions do not close.

33. The Receiver respectively requests that this Honourable Court grant an Order sealing the Confidential Appendices to the First Supplemental Report pending completion of the proposed transactions or further Order of the Court.

IX. CONCLUSION AND RECOMMENDATION

34. The Receiver, in its business judgment, is of the view that the sale prices for the 20 Condo Units are commercially reasonable and that completion of the Condo APSs is in the best interest of the economic stakeholders of the Company, including Windsor and purchasers, and therefore recommends that the Court grant the vesting orders, to allow for completion of the sale transactions, and the sealing orders.

All of which is respectfully submitted,

ALBERT GELMAN INC.,
solely in its capacity as Court-appointed of both the Real Property and the Company and not in its personal or corporate capacity
Per:



_____

Tom McElroy, *CIRP, LIT*

Appendix “E”

Torkin Manes LLP
Barristers & Solicitors
151 Yonge Street, Suite 1500
Toronto, Ontario M5C 2W7

Tel: 416-863-1188
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www.torkinmanes.com

Aaron English
Direct Tel: 416-643-8811
Direct Fax: 1-888-554-6181
aenglish@torkinmanes.com

Our File No: 38743.0015

Our File No.: 38743.0015

November 28, 2025

RQ Partners LLP
Barristers and Solicitors
3901 Highway No. 7, Suite 600
Vaughan, Ontario L4L 8L

Attention: Simone Pietro Bozzo

Dear Sirs/Mesdames:

RE: 2352107 Ontario Inc. (the "**Vendor**") sale to 2851156 Ontario Limited (collectively, the "**Purchaser**")
Commercial Unit 6 Level 1; Plan YRCP 1600 (collectively, the "**Unit**")
Unit 6, 175 Melvin Robson Avenue, Aurora, Ontario L4G 7B4 (the "**Property**")
Final Closing Date: December 8, 2025 (the "**Final Closing Date**")

We are pleased to advise that the declaration (the "**Declaration**") and description (the "**Description**") creating the condominium corporation were registered in the Land Registry Office for the York Region on November 27, 2025 pursuant to Instrument Number YR3868859 thereby creating York Region Standard Condominium Corporation No. 1600.

In accordance with the terms and provisions of the Agreement of Purchase and Sale between our respective clients (the "**Agreement**") the Final Closing Date is hereby established as **December 8, 2025** .

The Property Identification Number(s) for the Unit is/are as follows: 30132-0006

This transaction will be completed using Teraciew. In order to further facilitate closings, all closing documentation will be provided through the internet in a PDF format via this project's website on www.LawyerDoneDeal.com ("**LDD**").

The Vendor's final closing documents will be executed electronically in accordance with the *Electronic Commerce Act (Ontario)*. Please note that the Agreement specifically contemplates the completion of the transaction and the delivery of documentation in the foregoing manner.

The Transfer/Deed relating to this transaction will be messaged to the solicitor responsible for

the transaction no later than two (2) business days prior to the Final Closing Date. Please ensure that any other individuals at your firm requiring access to the Transfer/Deed are granted the appropriate access rights. It will be your responsibility to complete the purchaser's or purchasers' statements as well as the Land Transfer Tax portion of the Transfer/Deed in a timely manner before the Final Closing Date.

All final closing documents will be posted on LDD a minimum of three (3) business days prior to the Final Closing Date (however, please check LDD periodically as the final closing documents may be posted earlier).

To retrieve documentation go directly to www.lawyerdonedeal.com/dr . The quickest way to enter the site and access all of your web transactions at once is to enter your LDD Firm Account information. (If you do not have an LDD firm account, you can go to *New User Signup* at http://www.lawyerdonedeal.com/legalsignup.asp . to obtain one. Once you have logged on to the WebDocumentRetrieval site using your LDD firm account information, you will see an **Inbox** with all the transactions that you have on LDD. Scroll down the list find this transaction within your inbox: **the Project (located in the "Posted By" column) is " AURORA MILLS" and the Purchaser (in the Customer column) is 2851156 Ontario Limited**.

If you prefer, you can access the transaction with a specific Deal Code or pass phrase which has been assigned exclusively for your client's or clients' unit(s). The specific Deal Code for your deal is **M63PS-K9V7L-LGCDD-GJY5T**. Please note the Deal Code must be entered exactly as shown. Please keep this Deal Code secure within your office as it provides access to confidential information with respect to your client's or clients' purchase transaction. This Deal Code will only access the closing documentation for this particular unit or units. If you are acting for other purchasers in this project you will receive a separate letter with that unit's specific Deal Code.

SUMMARY OF DOCUMENT RETRIEVAL:

WEBSITE:	**www.lawyerdonedeal.com/dr** Should you have any difficulty retrieving documentation kindly contact Lawyer Done Deal support at **(416) 367 0600 or (800) 363 2253 or** **by email: support@ldd.ca**
PASS CODE for document access	**M63PS-K9V7L-LGCDD-GJY5T**
PROJECT NAME:	**AURORA MILLS**

When your transaction is on the screen, you will see all documents relating generally to the project displayed on the left hand side of the screen. You may view and download these by simply clicking on each document. If you do not have **Acrobat Reader** a free download is available by clicking on the icon at the bottom of the screen. To view a plan or survey you can download **Autodesk DWF Viewer** also available on an icon at the bottom of the screen. For multi-page documents such as the Declaration, it may take a few minutes for the documents to link to your printer.

The unit specific documents are on the right side of the page under the heading "Your Specific Documents". Click the appropriate closing documents heading to download them. (Note that with both the general and unit specific documents, you can save time when downloading the documents by saving them directly to your computer . To do so, simply right click on the desired document, select "Save Target As" and specify where you wish to save it.)

Once you have downloaded your documents please provide electronic copies of the purchaser's or purchasers' documents to our office on the Final Closing Date together with the requisite closing funds via wire transfer only.

We will accept final closing documents that are signed electronically such as by DocuSign or other similar electronic signing platforms provided that:

1. *we are provided with a copy of the audit trail and the confirmation e-mail(s) showing that the documents were signed and indicating the e-mail address(es) to which the documents were sent to. Note that these e-mail address(es) must match those that we have on file for the purchasers; and*
2. *the Purchaser's solicitor confirms that the documents were signed by the individuals named as the purchasers in the Agreement.*

Please note that physical packages of executed final closing documents will not be accepted on the Final Closing Date. All funds payable on the Final Closing Date are to be paid BY WIRE ONLY from the purchaser's or purchasers' solicitor's trust account to Torkin Manes LLP, In Trust. Further instructions regarding the closing deliveries will be provided with the final closing documents.

The form of Document Registration Agreement will be included as part of the final closing documents. Please ensure that same is executed and included as part of your closing deliveries on the Final Closing Date.

PLEASE REFRAIN FROM MAKING ANY PHONES CALLS TO THE UNDERSIGNED UNLESS THE MATTER IS URGENT. PLEASE E-MAIL ALL ENQUIRIES TO gtien@torkinmanes.com , aenglish@torkinmanes.com and adangelo@torkinmanes.com AND IN THE SUBJECT LINE ENSURE TO INCLUDE THE LAST NAMES OF ALL THE PURCHASERS OR THE NAME OF THE PURCHASING ENTITY TOGETHER WITH THE UNIT NUMBER(S).

Should you have any questions about your transaction, please feel free to contact the writer. If you have a problem or any questions with respect to web site operation, you can contact LawyerDoneDeal support at (416) 367-0600 or (800) 363-2253 or e-mail support@ldd.ca .

Yours very truly,

Torkin Manes LLP

*Aaron English**

Aaron English

AME:ame

** Executed pursuant to the Electronic Commerce Act*

Appendix “F”

RQ PARTNERS LLP
TRUSTED • LEGAL • PARTNERS

Domenic Rotundo, B.Comm, LL.B.
drotundo@rqpartners.ca

Simone Pietro Bozzo, B.A, LL.B., LL.M.
sbozzo@rqpartners.ca

SENT VIA EMAIL: aenglish@torkinmanes.com
And DBourassa@torkinmanes.com

December 12 2025

Torkin Manes LLP
Barristers and Solicitors
151 Yonge Street
Suite 1500
Toronto, Ontario
M5C 2W7
Attention: Aaron M. English and Dour Bourassa

Dear Sirs:

RE: 2851156 Ontario Limited) (the "Purchaser") purchase
from 2352107 Ontario Inc. (the "Vendor")
Unit 6, Level 1, YRSCP No. TBD
Unit 6 (formerly 17), 175 Melvin Robson Avenue, Aurora (the "Property")
Occupancy Date: June 20, 2025

I am writing further to the above noted matter.

The reply from Grammy Tien in her email of December 2, 2025 ("Grammy's Email") as to the Vendor's change of the Demising Walls' materials to "drywall and metal studs" constitutes written notice of a material change from the Vendor. Up to Grammy's Email, the Vendor had not delivered written notice of the material change nor did the Vendor deliver to the Purchaser provide a revised disclosure statement as to the changes to the demising walls from 6 inch concrete block to drywall and metal studs No other written notice, explanation or warning was received by the Purchaser from the Vendor as to this substitution. Pursuant to Section 74(1) of the Condominium Act, "***Whenever there is a material change in the information contained or required to be contained in a disclosure statement delivered to a purchaser under subsection 72 (1) or a revised disclosure statement or a notice delivered to a purchaser under this section, the declarant shall deliver a revised disclosure statement or a notice to the purchaser.***" Grammy's Email was the only written notice delivered on behalf of the Vendor to me as solicitor for the Purchaser, and, as such, constitutes notice under Section 74(1) of the Condominium Act.

My client had made it clear that it was to store and clean its collection of recreational vehicles and the Purchaser had made such intended use known to the Vendor prior to entering the Agreement of Purchase and Sale. It had gone through a zoning review with the municipality, which the Vendor knew, or ought to have known, of such enquiries by the Purchaser, and had approved by the Vendor of the Purchaser's application to the Municipality thereof to confirm that such use was permitted by the municipality in the subject property. As well, a drain was installed in the Unit to support such intended use. The Purchaser required the 6 inch concrete block demising walls instead of drywall and metal studs for safety reasons including as a deterrence to theft and break-ins and moisture and for humidity control in support of such use. Pursuant to Section 74(2) the substitution of the drywall and metal studs for the demising walls is a "material change pursuant to Section 74(2) of the Act. The Purchaser certainly would not have purchased the subject property had it known of the Vendor's substitution of the materials for the demising walls.

The Vendor was under an obligation to notify the Purchaser of the substitution of the demising walls materials to metal studs and drywall [S. 74(1), (3) and (4) of the Act]. The only written notice delivered on behalf of the Vendor was Grammy's Email.

I am instructed by the Purchaser, and you are to treat this correspondence, to deliver this correspondence as notice pursuant to Section 74(6) of the Condominium Act, that the Agreement of Purchase and Sale has been rescinded as to the Vendor's material change of the unauthorized substitution of inferior and lesser quality materials for the demising walls.

Schedule "A" of the Agreement of Purchase and Sale, being the "Unit Finish Feature Sheet", confirmed that the Demising Walls would be constructed with "6 inch concrete block walls from floor to ceiling". The Vendor has substituted drywall and metal studs, which are less secure and inferior to the stated "6 inch concrete block walls from floor to ceiling."

Section 3(a) within Schedule "X" of the Agreement of Purchase and Sale states that "***The Purchaser acknowledges that the Vendor may, from time to time, substitute such other materials utilized in the construction of the Unit and the common elements of the Condominium, from those specified or contemplated in the aforesaid plans or specifications, provided that the quality of any substituted material(s) is comparable to or better than the material(s) originally indicated in the said plans or specifications (emphasis added) and the Purchaser hereby consents to any such substitution.***"

My client vehemently denies the assertion of the Vendor that drywall/metal studs as materials for demising walls are a "comparable to or better quality than" the specified 6 inch concrete block demising walls. Reasons for the inferiority of drywall and metal studs to 6 inch concrete block include without limitation that drywall and metal studs are:

- lighter and less durable materials than concrete block,
- less fire resistant than concrete block,
- less moisture resistant concrete block,
- inferior soundproofing to concrete block,
- are more breakable and susceptible to theft break-ins than concrete block, and,
- lesser structural support material than concrete block.

Overall, drywall and metal stud materials as demising walls are inferior to 6 inch concrete block

as demising walls. The Vendor's action to change the demising walls materials to drywall and metal studs is a breach of contract as the consent of the Purchaser was not obtained and is not authorized pursuant to the terms of the Agreement [Schedule "X" Section 3(a)].

Further, the Vendor's closing adjustments are not in accordance with the terms of the Agreement of Purchase and Sale and are excessive and significantly overstated. We have not received a satisfactory explanation nor any back up information for the closing adjustments especially those adjustments pursuant to Schedule "X" Subsections 13(f), (g), (h) and (j). you will note that 13(j) was capped at $40,000, which is not in your Statement of Adjustments. Further I had pointed out that the adjustment for 13(h) is overstated and includes unauthorized charges which are not in line with the terms of such subsection.

Lastly, the various extensions of the Closing Date which were notified by you unilaterally are not authorized in the Agreement of Purchase and Sale and in breach of the Agreement. This matter is further reason for the Agreement of Purchase and Sale to be terminated and at an end.

As the Agreement is at end, the Purchaser requires the immediate reimbursement of all of its deposits plus the prescribed interest thereon.

Yours very truly,
RQ PARTNERS LLP
Per:

Domenico Rotundo

DR:lc
Encls.

cc. Clients

Appendix “G”

From:	Doug Bourassa
To:	drotundo@rqpartners.ca
Cc:	Aaron English; Grammy Tien
Subject:	RE: FINAL CLOSING NOTICE: 2352107 Ontario Inc. s/t 2861156 Ontario Limited - Unit 6 - 175 Melvin Robson Avenue, Aurora, Ontario - Final Closing Date: December 8, 2025
Date:	Saturday, December 6, 2025 10:30:18 AM
Attachments:	image002.jpg image730619.png image240138.png image180998.png image125431.png

---

Hello Domenic,

I am in the litigation department here at Torkin Manes. Your message has been passed to me for reply.

The Vendor disagrees with your assertion that the walls in question are not an acceptable substitution. It is the Vendor's position that the drywall with metal studs is of a 'quality…comparable to or better than the material(s) originally indicated'.

Notwithstanding the disagreement, it is the Vendor's view that, even if your client's position was correct (which is not admitted but denied), the Buyer is well past the time to terminate the APS. More specifically, the APS provides that "…the Purchaser shall have absolutely no claim or cause of action whatsoever against the Vendor…for any such changes, deletions, alterations or modifications, nor shall the Purchaser be entitled to any abatement or reduction in the Purchaser Price whatsoever as a consequence thereof…' [Article 3(e)]. The provision in Article 3(e) goes on to put a time limit on any claim to termination: "where any such change, deletion, alteration or modification ….is material in nature as set out in the Act, then the Purchaser's only recourse and remedy shall be the termination of this Agreement prior to the Closing Date (**and specifically within 10 days after the Purchaser is notified or otherwise becomes aware of such material change**)" [emphasis added]

The Vendor denies that the change to the wall materials is a material change within the contemplation of the Act. But even if it was, the Purchaser took occupancy of the Unit in June 2025. The construction materials used in the walls were obvious at the time of the occupancy closing. The Purchaser did not seek to terminate the APS within ten days of taking occupancy, and accordingly, the ability to terminate the APS for a material change has long since expired.

The Vendor intends to complete the closing on Tuesday, December 9, 2025.

Doug Bourassa

Direct: 416-775-8827
Fax: 1-855-364-6174
Email: DBourassa@torkinmanes.com

Torkin Manes LLP
151 Yonge Street, Suite 1500

Toronto ON M5C 2W7
www.torkin.com

Ranked the #1 Ontario Regional Law Firm by *Canadian Lawyer*

This email message from Torkin Manes LLP, and any attachments, is intended only for the named recipient(s) above and may contain content that is privileged, confidential and/or exempt from disclosure under applicable law. If you have received this message in error, please notify the sender and delete this email message. Thank you.

From: Domenic Rotundo <Drotundo@rqpartners.ca>
Sent: December 3, 2025 2:13 PM
To: Grammy Tien <GTien@torkinmanes.com>; Lorena Culotta <Lculotta@rqpartners.ca>
Cc: Simone Bozzo <sbozzo@rqpartners.ca>
Subject: RE: FINAL CLOSING NOTICE: 2352107 Ontario Inc. s/t 2861156 Ontario Limited - Unit 6 - 175 Melvin Robson Avenue, Aurora, Ontario - Final Closing Date: December 8, 2025
Importance: High

This is an external email.

Grammy and Aaron,

The reply from Grammy Tien in her email of December 2, 2025 as to the Vendor's change of the Demising Walls' materials to "drywall and metal studs" is not explanatory, is inadequate and is not acceptable to the Purchaser.

Schedule "A" of the Agreement of Purchase and Sale, being the "Unit Finish Feature Sheet", confirmed that the Demising Walls would be constructed with "6 inch concrete block walls from floor to ceiling". The Vendor has substituted drywall and metal studs, which are less secure and inferior to the stated "6 inch concrete block walls from floor to ceiling."

Section 3(a) within Schedule "X" of the Agreement of Purchase and Sale states that "*The Purchaser acknowledges that the Vendor may, from time to time, substitute such other materials utilized in the construction of the Unit and the common elements of the Condominium, from those specified or contemplated in the aforesaid plans or specifications,* ***provided that the quality of any substituted material(s) is comparable to or better than the material(s) originally indicated in the said plans or specifications*** *(emphasis added) and the Purchaser hereby consents to any such*

substitution."

We fail to understand how the Vendor can argue that drywall/metal studs =for demising walls are a "comparable to or better than" 6 inch concrete blocks. Drywall is a lighter and less durable material than concrete block, less fire resistant than concrete block, less moisture resistant concrete block, inferior soundproofing to concrete block, and is more breakable and more susceptible to theft break-ins than concrete block, and lesser structural support material than concrete block. Overall, drywall and metal stud materials as demising walls are clearly inferior to 6 inch concrete block as demising walls. The Vendor's action to change the demising walls materials to drywall and metal studs is a breach of contract as the consent of the Purchaser was not obtained and is not authorized pursuant to the terms of the Agreement [reference Schedule "X" Section 3(a)].

Further, my client had specific safety and theft concerns with its intended use of the Property, and had carried out due diligence prior to proceeding with this transaction to ensure its intended use of the Property would be secured, one of such concerns being that the materials for the demising walls is specified as 6 inch concrete block demising walls in the Agreement of Purchase and Sale. The inferior substitution of the demising walls' materials is a critical Vendor deficiency and breach of the Agreement. I am advised that the Purchaser would not have entered the Agreement of Purchase and Sale and would not have proceeded with this this transaction had the Purchaser known of the substitution of drywall and metal studs for the demising walls. In this regard, as drywall/metal studs is not a comparable material to the specified 6 inch concrete block demising walls. The Purchaser was not consulted by the Vendor as to this substitution of the specified demising walls' materials, and further the Purchaser did not consent and does not accept in any way such material substitution. My client has been advised that other purchasers in this project have also not been consulted in advance and have not consented to the demising walls material substitution.

My client intends to exercise its remedies as to the Vendor's breach of contract as to the unauthorized and inferior substitution of materials, which may include treating the Vendor in breach of the Agreement and terminating the Agreement of Purchase and Sale.

Regards,

Domenic Rotundo, B.COMM, LL.B.
Partner

Direct 416.566.8430
Direct Office 289.768.7043

New Address Change Notice
3901 Highway No. 7
Suite 600
Vaughan, ON
L4L 8L5



IMPORTANT NOTICE: This message is intended only for the use of the individual or entity to which it is addressed. The message may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify RQ Partners, LLP immediately.

Appendix “H”

Torkin Manes LLP
Barristers & Solicitors
151 Yonge Street, Suite 1500
Toronto, Ontario M5C 2W7

Tel: 416-863-1188
Fax: 416-863-0305
www.torkinmanes.com

Aaron English
Direct: 416-643-8811
Fax: 1-888-554-6181
Email: aenglish@torkinmanes.com

File No.: 53994.0001

Torkin Manes
Barristers & Solicitors

February 4, 2026

DELIVERED VIA EMAIL TO Drotundo@rqpartners.ca

RQ Partners LLP
3901 Highway No. 7, Suite 600
Vaughan, ON L4L 8L5

Dear Sirs/Mesdames:

Re: 2352107 Ontario Inc. (the "**Vendor**"), by Albert Gelman Inc., solely in its capacity as Court appointed Receiver of 235207 Ontario Inc. and not in its personal or corporate capacity and without personal or corporate liability (the "**Receiver**") sale of Unit(s) 6, Level 1, YRCP 1600 (collectively, the "**Unit**") to 1000178862 Ontario Inc. (the "**Purchaser**")
Final Closing Date: February 4, 2026 (the "**Final Closing Date**")

In connection with the closing of the above-noted transaction, which was scheduled for today, we note that the Receiver's closing documents were delivered to you and have been uploaded to LawyerDoneDeal.com for your and the Purchaser's access.

We confirm that the Receiver is ready, willing and able to close the transaction today as scheduled. To the extent not already in the Purchaser's possession, keys to the Unit have been, and continue to be, available for release to you upon completion of this transaction following our receipt of all the Purchaser's required funds and closing documents.

As we have not received the Purchaser's required funds and documents, it is clear that the Purchaser is not ready, willing and able to close the transaction today as scheduled.

As the Purchaser is not ready, willing and/or able to deliver the required certified funds and documents and complete this transaction as scheduled, the Purchaser is in breach of its obligations under the Agreement of Purchase and Sale. As such, the Vendor may exercise forthwith any and all rights and remedies provided for in the Agreement of Purchase and Sale and reserves its right to pursue any and all remedies available to it at law and/or in equity in connection with your breach.

Kindly govern yourself accordingly.

TORKIN MANES LLP

Per:



Aaron English

Appendix “I”

Torkin Manes LLP
Barristers & Solicitors
151 Yonge Street, Suite 1500
Toronto, Ontario M5C 2W7

Tel: 416-863-1188
Fax: 416-863-0305
www.torkinmanes.com

Aaron English
Direct Tel: 416-643-8811
Direct Fax: 1-888-554-6181
aenglish@torkinmanes.com

Our File No: 38743.0017

Our File No.: 38743.0017

November 28, 2025

Isabella Law Professional Corporation
Barristers and Solicitors
7050 Weston Road, Suite 400
Vaughan, Ontario L4L 8G7

Attention: Renzo Isabella

Dear Sirs/Mesdames:

RE: 2352107 Ontario Inc. (the "**Vendor**") sale to Anthony James Whyte Holdings Inc. (collectively, the "**Purchaser**")
Commercial Unit 12 Level 1, Commercial Unit 13 Level 1; Plan YRCP 1600 (collectively, the "**Unit**")
Units 12 & 13, 175 Melvin Robson Avenue, Aurora, Ontario L4G 7B4 (the "**Property**")
Final Closing Date: December 8, 2025 (the "**Final Closing Date**")

We are pleased to advise that the declaration (the "**Declaration**") and description (the "**Description**") creating the condominium corporation were registered in the Land Registry Office for the York Region on November 27, 2025 pursuant to Instrument Number YR3868859 thereby creating York Region Standard Condominium Corporation No. 1600.

In accordance with the terms and provisions of the Agreement of Purchase and Sale between our respective clients (the "**Agreement**") the Final Closing Date is hereby established as **December 8, 2025** .

The Property Identification Number(s) for the Unit is/are as follows: 30132-0012, 30132-0013

This transaction will be completed using Teraciew. In order to further facilitate closings, all closing documentation will be provided through the internet in a PDF format via this project's website on www.LawyerDoneDeal.com ("**LDD**").

The Vendor's final closing documents will be executed electronically in accordance with the *Electronic Commerce Act (Ontario)*. Please note that the Agreement specifically contemplates the completion of the transaction and the delivery of documentation in the foregoing manner.

The Transfer/Deed relating to this transaction will be messaged to the solicitor responsible for the transaction no later than two (2) business days prior to the Final Closing Date. Please ensure that any other individuals at your firm requiring access to the Transfer/Deed are granted the appropriate access rights. It will be your responsibility to complete the purchaser's or purchasers' statements as well as the Land Transfer Tax portion of the Transfer/Deed in a timely manner before the Final Closing Date.

All final closing documents will be posted on LDD a minimum of three (3) business days prior to the Final Closing Date (however, please check LDD periodically as the final closing documents may be posted earlier).

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If you prefer, you can access the transaction with a specific Deal Code or pass phrase which has been assigned exclusively for your client's or clients' unit(s). The specific Deal Code for your deal is **J8BLS-MVTW4-P4UYT-NRDL2**. Please note the Deal Code must be entered exactly as shown. Please keep this Deal Code secure within your office as it provides access to confidential information with respect to your client's or clients' purchase transaction. This Deal Code will only access the closing documentation for this particular unit or units. If you are acting for other purchasers in this project you will receive a separate letter with that unit's specific Deal Code.

SUMMARY OF DOCUMENT RETRIEVAL:

WEBSITE:	**www.lawyerdonedeal.com/dr** Should you have any difficulty retrieving documentation kindly contact Lawyer Done Deal support at **(416) 367 0600 or (800) 363 2253 or** **by email: support@ldd.ca**
PASS CODE for document access	**J8BLS-MVTW4-P4UYT-NRDL2**
PROJECT NAME:	**AURORA MILLS**

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multi-page documents such as the Declaration, it may take a few minutes for the documents to link to your printer.

The unit specific documents are on the right side of the page under the heading "Your Specific Documents". Click the appropriate closing documents heading to download them. (Note that with both the general and unit specific documents, you can save time when downloading the documents by saving them directly to your computer . To do so, simply right click on the desired document, select "Save Target As" and specify where you wish to save it.)

Once you have downloaded your documents please provide electronic copies of the purchaser's or purchasers' documents to our office on the Final Closing Date together with the requisite closing funds via wire transfer only.

We will accept final closing documents that are signed electronically such as by DocuSign or other similar electronic signing platforms provided that:

1. *we are provided with a copy of the audit trail and the confirmation e-mail(s) showing that the documents were signed and indicating the e-mail address(es) to which the documents were sent to. Note that these e-mail address(es) must match those that we have on file for the purchasers; and*
2. *the Purchaser's solicitor confirms that the documents were signed by the individuals named as the purchasers in the Agreement.*

Please note that physical packages of executed final closing documents will not be accepted on the Final Closing Date. All funds payable on the Final Closing Date are to be paid BY WIRE ONLY from the purchaser's or purchasers' solicitor's trust account to Torkin Manes LLP, In Trust. Further instructions regarding the closing deliveries will be provided with the final closing documents.

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PLEASE REFRAIN FROM MAKING ANY PHONES CALLS TO THE UNDERSIGNED UNLESS THE MATTER IS URGENT. PLEASE E-MAIL ALL ENQUIRIES TO gtien@torkinmanes.com , aenglish@torkinmanes.com and adangelo@torkinmanes.com AND IN THE SUBJECT LINE ENSURE TO INCLUDE THE LAST NAMES OF ALL THE PURCHASERS OR THE NAME OF THE PURCHASING ENTITY TOGETHER WITH THE UNIT NUMBER(S).

Should you have any questions about your transaction, please feel free to contact the writer. If you have a problem or any questions with respect to web site operation, you can contact LawyerDoneDeal support at (416) 367-0600 or (800) 363-2253 or e-mail support@ldd.ca .

Yours very truly,

Torkin Manes LLP

*Aaron English**

Aaron English

AME:ame

** Executed pursuant to the Electronic Commerce Act*

Appendix “J”

Isabella Law
Professional Corporation

216 Chrislea Rd., Suite 502
Vaughan, ON L4L 8S5

(p) *905-850-1815*
(f) *905-850-0360*
(e) *renzo@isabellalaw.ca*

January 30, 2026

Aaron English
Torkin Manes LLP Barristers & Solicitors
151 Yonge Street, Suite 1500,
Toronto, ON M5C 2W7

Dear Sir,

I act for the Purchaser under the Agreement of Purchase and Sale dated September 28, 2020, as amended (the "Agreement"), relating to Units I13 and I14 at 175 Melvin Robson Avenue, Aurora (the "Units").

I write further to recent communications regarding closing.

The Vendor most recently designated January 31, 2026 as the anticipated closing date under the Agreement (the "Closing Date"). While the purchaser cooperated with prior revisions to anticipated closing dates in an effort to facilitate completion, the purchaser did not agree to any indefinite revisions to the Closing Date and does not consent to any further revisions.

The Agreement does not grant the Vendor a unilateral right to continue extending or rescheduling the Closing Date on short notice or without compliance with the contractual requirements governing the fixing or extension of a Closing Date. The Purchaser is not obligated to consent to further changes, and no such consent has been given.

In addition, the Units continue to suffer from numerous outstanding and material deficiencies, which have been raised directly with the Vendor and remain unresolved. These include, without limitation, water intrusion through the man doors, deficiencies with the roll-up doors, and damaged or non-functional door hardware and locks, as well as other concerns raised.

These deficiencies materially interfere with the Purchaser's ability to use and lease the Units and have not been addressed or cured.

In any event, the Vendor has not been ready, willing, and able to satisfy its obligations under the Agreement in accordance with the Closing Date.

In light of the foregoing, the Vendor is in breach of the Agreement, including by failing to be ready, willing, and able to complete the transaction in accordance with the Agreement and by purporting to unilaterally extend or reschedule closing without contractual authority.

The Purchaser does not waive, and hereby expressly reserves, all of its rights and remedies under the Agreement and at law, including, without limitation, its right to treat the Agreement as terminated and to demand the return of all deposit monies paid thereunder, together with any applicable interest.

Nothing in this correspondence shall be construed as an affirmation of the Agreement, an acceptance of any amended closing date, or a waiver of any breach or deficiency.

Sincerely

Renzo Isabella
Isabella Law

Appendix “K”

Torkin Manes LLP
Barristers & Solicitors
151 Yonge Street, Suite 1500
Toronto, Ontario M5C 2W7

Tel: 416-863-1188
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www.torkinmanes.com

Aaron English
Direct: 416-643-8811
Fax: 1-888-554-6181
Email: aenglish@torkinmanes.com

File No.: 53994.0001

Torkin Manes
Barristers & Solicitors

February 4, 2026

DELIVERED VIA EMAIL TO renzo@isabellalaw.ca

Renzo Isabella
Isabella Law
502-216 Chrislea Road
Vaughan, ON L4L 8S5

Dear Sirs/Mesdames:

Re: 2352107 Ontario Inc. (the "**Vendor**"), by Albert Gelman Inc., solely in its capacity as Court appointed Receiver of 235207 Ontario Inc. and not in its personal or corporate capacity and without personal or corporate liability (the "**Receiver**") sale of Unit(s) 12 & 13, Level 1, YRCP 1600 (collectively, the "**Unit**") to Anthony James Whyte Holdings Inc. (the "**Purchaser**")
Final Closing Date: February 4, 2026 (the "**Final Closing Date**")

In connection with the closing of the above-noted transaction, which was scheduled for today, we note that the Receiver's closing documents were delivered to you and have been uploaded to LawyerDoneDeal.com for your and the Purchaser's access.

We confirm that the Receiver is ready, willing and able to close the transaction today as scheduled. To the extent not already in the Purchaser's possession, keys to the Unit have been, and continue to be, available for release to you upon completion of this transaction following our receipt of all the Purchaser's required funds and closing documents.

As we have not received the Purchaser's required funds and documents, it is clear that the Purchaser is not ready, willing and able to close the transaction today as scheduled.

As the Purchaser is not ready, willing and/or able to deliver the required certified funds and documents and complete this transaction as scheduled, the Purchaser is in breach of its obligations under the Agreement of Purchase and Sale. As such, the Vendor may exercise forthwith any and all rights and remedies provided for in the Agreement of Purchase and Sale and reserves its right to pursue any and all remedies available to it at law and/or in equity in connection with your breach.

Kindly govern yourself accordingly.

TORKIN MANES LLP

Per:



Aaron English

Appendix “L”

UNDERTAKING

TO: Anthony James Whyte Holdings Inc. (the "**Purchaser**")

RE: 2352107 Ontario Inc. (the "**Vendor**"), by Albert Gelman Inc., solely in its capacity as Court appointed Receiver of 235207 Ontario Inc. and not in its personal or corporate capacity and without personal or corporate liability (the "**Receiver**") sale of Units 12 & 13, Level 1, YRCP 1600 (collectively, the "**Units**") to the Purchaser
Final Closing Date: February 4, 2026 (the "**Final Closing Date**")

IN CONSIDERATION of the closing of the above-noted transaction, the undersigned hereby undertakes to complete or cause to be completed the following repair items with respect to the Units within a reasonable period of time following the completion of the above-noted transaction:

1. With respect to Unit 12:

   (a) repair the man door to ensure it is watertightended;

   (b) repair the roll-up door; and

   (c) repair the bent lock on the man door to the Unit and ensure it functions properly.

2. With respect to Unit 13:

   (a) repair the man door to ensure it is watertightended.

This document may be executed and transmitted by fax or pdf/email and the reproduction of signatures by way of fax or pdf/email will be treated as though such reproductions were executed originals.

[SIGNATURE LINES ON NEXT PAGE]

DATED this _____ day of February, 2026.

2352107 ONTARIO INC., by ALBERT GELMAN INC. solely in its capacity as Court appointed Receiver 2352107 Ontario Inc., and not in its personal or corporate capacity and without personal or corporate liability

Per: _____
Name: Tom McElroy
Title: Managing Director
I have authority to bind the Receiver

34536.0004/12368722_.1

Appendix “M”

Torkin Manes LLP
Barristers & Solicitors
151 Yonge Street, Suite 1500
Toronto, Ontario M5C 2W7

Tel: 416-863-1188
Fax: 416-863-0305
www.torkinmanes.com

Aaron English
Direct: 416-643-8811
Fax: 1-888-554-6181
Email: aenglish@torkinmanes.com

File No.: 53994.0001

Torkin Manes
Barristers & Solicitors

February 27, 2026

DELIVERED VIA EMAIL TO renzo@isabellalaw.ca

Renzo Isabella
Isabella Law
502-216 Chrislea Road
Vaughan, ON L4L 8S5

Dear Sirs/Mesdames:

Re: 2352107 Ontario Inc. (the "**Vendor**"), by Albert Gelman Inc., solely in its capacity as Court appointed Receiver of 235207 Ontario Inc. and not in its personal or corporate capacity and without personal or corporate liability (the "**Receiver**") sale of Unit(s) 12 & 13, Level 1, YRCP 1600 (collectively, the "**Unit**") to Anthony James Whyte Holdings Inc. (the "**Purchaser**")
Final Closing Date: February 27, 2026 (the "**Final Closing Date**")

In connection with the closing of the above-noted transaction, which was scheduled for today, we note that the Receiver's closing documents were delivered to you and have been uploaded to LawyerDoneDeal.com for your and the Purchaser's access. Those documents include, in addition to all closing documentation previously provided in the manner aforesaid, a signed undertaking of the Receiver to rectify certain deficiencies outlined via e-mail correspondence from Ms. Amanda Whyte to the Vendor dated January 16, 2026.

We confirm that the Receiver is ready, willing and able to close the transaction today as scheduled. To the extent not already in the Purchaser's possession, keys to the Unit have been, and continue to be, available for release to you upon completion of this transaction following our receipt of all the Purchaser's required funds and closing documents.

The Vendor previously tendered on February 4, 2026, and has not waived, acquiesced or relinquished any claims or rights that may have accrued at that date as a result of the Purchaser's failure to complete the transaction. While the Agreement of Purchase and Sale was not terminated on February 4, 2026, the Vendor had previously designated a new Final Closing Date of February 27, 2026. As we have not received the Purchaser's required funds and documents, it is clear that the Purchaser has again failed to be ready, willing and able to close the transaction as scheduled.

Torkin Manes
Barristers & Solicitors

As the Purchaser is not ready, willing and/or able to deliver the required certified funds and documents and complete this transaction as scheduled, the Purchaser is in breach of its obligations under the Agreement of Purchase and Sale. As such, the Vendor may exercise forthwith any and all rights and remedies provided for in the Agreement of Purchase and Sale and reserves its right to pursue any and all remedies available to it at law and/or in equity in connection with your breach.

Kindly govern yourself accordingly.

TORKIN MANES LLP

Per:



Aaron English

Appendix “N”














113

SEPARATOR PAGE

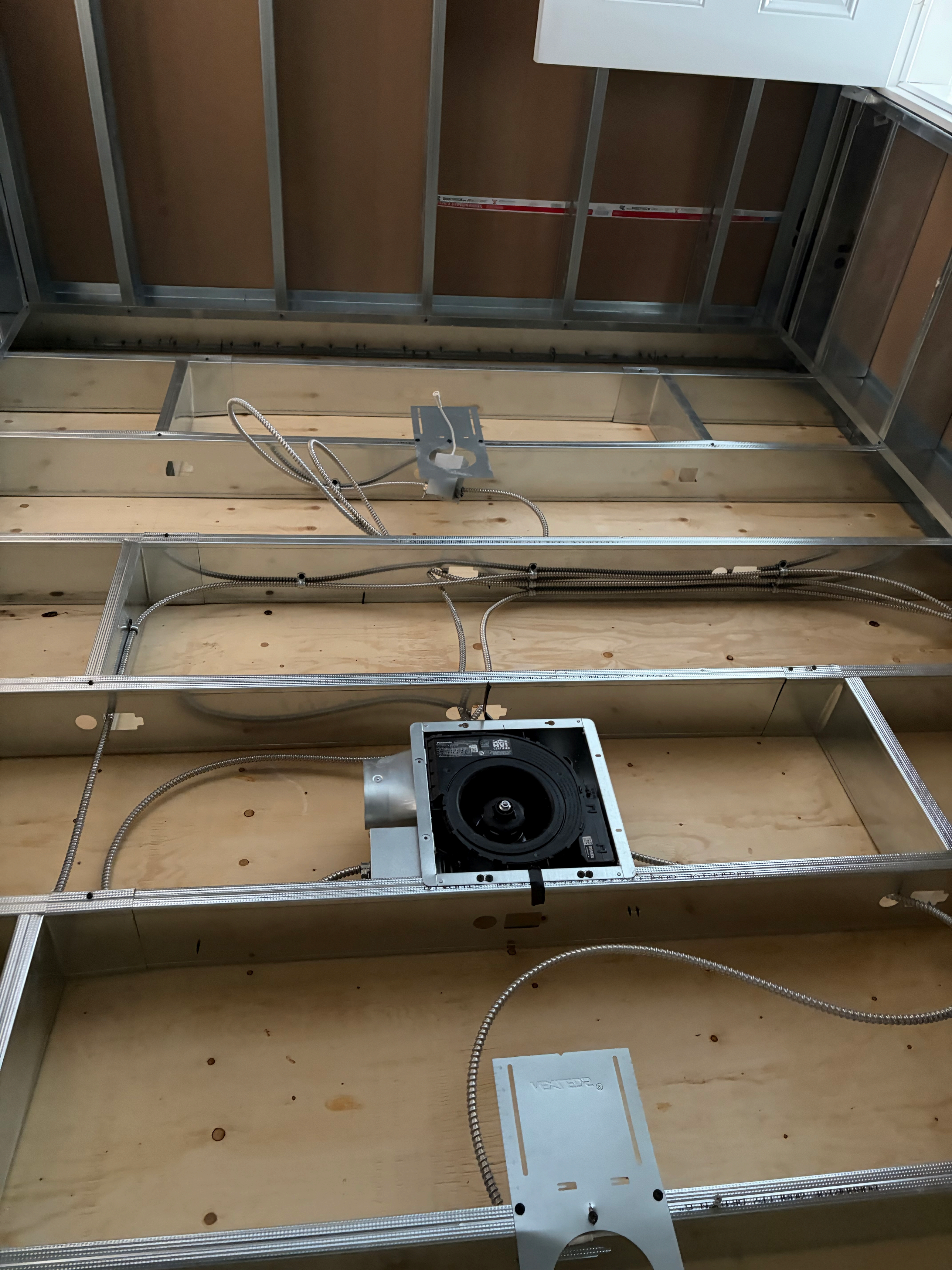

ROCKWOOL
ROCKWOOL
WET FLOOR
PISO MOJADO


ROCKWOOL
AFB
16"
16"
16"
GLACIER BAY
GLACIER BAY
eska
MACHINE MUD
CAUTION
Heavy object
WILLIAMS
3M
150
DRYDEX


ROCKWOOL
AFB
16"
CAUTION
WET FLOOR
CUIDADO
PISO MOJADO
THE HOME DEPOT






Panasonic
HVI
CERTIFIED
VENTER





Appendix “O”

PROPERTY DESCRIPTION: BLOCK 1, PLAN 65M4790 EXCEPT PART 3, 65R40652; SUBJECT TO AN EASEMENT IN GROSS AS IN YR3537823; SUBJECT TO AN EASEMENT IN GROSS OVER PART 1 PLAN 65R40569 AS IN YR3604003; SUBJECT TO AN EASEMENT AS IN YR3608232; TOWN OF AURORA

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2018/12/11. PLANNING ACT CONSENT IN DOCUMENT YR3639573.

ESTATE/QUALIFIER:	RECENTLY:	PIN CREATION DATE:
FEE SIMPLE LT ABSOLUTE PLUS	DIVISION FROM 03620-1759	2024/02/26

OWNERS' NAMES	CAPACITY	SHARE
2352107 ONTARIO INC.		

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2024/02/26 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
A35401A	1959/11/20	BYLAW				C
REMARKS: SUBDIVISION CONTROL AMENDING BY-LAW 1315. ALL/PART/VARIOUS LANDS (2006/11/14 BY D. WALLEN) CORRECTIONS: 'INSTRUMENT TYPE' CHANGED FROM 'BYLAW EX PT LOT' TO 'BYLAW' ON 1997/12/16 BY BARB WILLSON.						
YR2007795	2013/07/22	CHARGE	$16,000,000	2352107 ONTARIO INC.	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA	C
YR2007796	2013/07/22	NO ASSGN RENT GEN		2352107 ONTARIO INC.	BELMONT MORTGAGE ADMINISTRATION CARLISLE, JOHN CARLISLE, MADIANA	C
REMARKS: YR2007795.						
YR2016742	2013/08/09	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
REMARKS: YR2007795.						
YR2016750	2013/08/09	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
REMARKS: YR2007795.						
YR2022111	2013/08/22	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN	C

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				CARLISLE, MADIANA OLYMPIA TRUST COMPANY	CARLISLE, MADIANA OLYMPIA TRUST COMPANY	
	REMARKS: YR2016742. YR2016742					
YR2022115	2013/08/22	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2045565	2013/10/10	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2045567	2013/10/10	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2058634	2013/11/12	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2058636	2013/11/12	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2069587	2013/12/03	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2069608	2013/12/03	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA	C

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				OLYMPIA TRUST COMPANY	OLYMPIA TRUST COMPANY	
	REMARKS: YR2007795					
YR2074608	2013/12/16	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795. YR2069587					
YR2074612	2013/12/16	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795					
YR2086496	2014/01/22	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2086499	2014/01/22	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2096487	2014/02/19	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2096488	2014/02/19	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2106474	2014/03/18	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
	REMARKS: YR2007795.					
YR2106482	2014/03/18	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2114745	2014/04/10	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2106474.					
YR2114749	2014/04/10	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2123188	2014/05/05	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2123192	2014/05/05	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2127449	2014/05/15	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2127453	2014/05/15	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795					

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR2135735	2014/06/03	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2127449.					
YR2135738	2014/06/03	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, MADIANA CARLISLE, JOHN OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, MADIANA CARLISLE, JOHN OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795					
YR2158541	2014/07/21	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2158542	2014/07/21	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2185413	2014/09/11	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	C
	REMARKS: YR2158541.					
YR2185419	2014/09/11	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	C
YR2196761	2014/10/03	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	C
YR2196767	2014/10/03	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	C

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR2707266	2017/07/25	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	C
	REMARKS: YR2007795.					
YR2707267	2017/07/25	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	C
	REMARKS: YR2007795.					
YR2719065	2017/08/17	CHARGE	$7,000,000	2352107 ONTARIO INC.	WINDSOR PRIVATE CAPITAL INC.	C
YR2719412	2017/08/18	TRANSFER OF CHARGE		CARLISLE, JOHN CARLISLE, MADIANA BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	C
YR2719413	2017/08/18	NO ASSGN RENT GEN		CARLISLE, JOHN CARLISLE, MADIANA BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2719423	2017/08/18	POSTPONEMENT		BELMONT MORTGAGE ADMINSTRATION LIMITED OLYMPIA TRUST COMPANY	WINDSOR PRIVATE CAPITAL INC.	C
	REMARKS: YR2007795 TO YR2719065					
YR2759211	2017/11/15	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	C
	REMARKS: YR2719412. YR2719412					
YR2759212	2017/11/15	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2859711	2018/08/09	NOTICE		2352107 ONTARIO INC.	WINDSOR PRIVATE CAPITAL INC.	C
	REMARKS: YR2719065					
YR2859712	2018/08/09	POSTPONEMENT		BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	WINDSOR PRIVATE CAPITAL INC.	C
	REMARKS: YR2007795 AND YR2759211 TO YR28597					

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR3245775	2021/05/05	APL CH NAME INST		BELMONT MORTGAGE ADMINISTRATION LIMITED	FIRST MORTGAGE ADMINISTRATION CORP.	C
YR3245776	2021/05/05	APL CH NAME INST		BELMONT MORTGAGE ADMINISTRATION LIMITED	FIRST MORTGAGE ADMINISTRATION CORP.	C
	REMARKS: YR2759212.					
YR3475219	2022/09/09	CHARGE	$110,000,000	2352107 ONTARIO INC.	NATIONAL BANK OF CANADA	C
YR3475220	2022/09/09	NO ASSGN RENT GEN		2352107 ONTARIO INC.	NATIONAL BANK OF CANADA	C
	REMARKS: YR3475219					
YR3475228	2022/09/09	POSTPONEMENT		FIRST MORTGAGE ADMINISTRATION CORP. OLYMPIA TRUST COMPANY	NATIONAL BANK OF CANADA	C
	REMARKS: YR2007795 TO YR3475219					
YR3475229	2022/09/09	POSTPONEMENT		FIRST MORTGAGE ADMINISTRATION CORP. OLYMPIA TRUST COMPANY	NATIONAL BANK OF CANADA	C
	REMARKS: YR2007796 TO YR3475219					
YR3475230	2022/09/09	POSTPONEMENT		WINDSOR PRIVATE CAPITAL INC.	NATIONAL BANK OF CANADA	C
	REMARKS: YR2719065 TO YR3475219					
YR3476837	2022/09/14	CHARGE	$40,000,000	2352107 ONTARIO INC.	WESTMOUNT GUARANTEE SERVICES INC.	C
YR3476838	2022/09/14	POSTPONEMENT		FIRST MORTGAGE ADMINISTRATION CORP. OLYMPIA TRUST COMPANY	WESTMOUNT GUARANTEE SERVICES INC.	C
	REMARKS: YR2759211,YR2007795 TO YR3476837					
YR3476839	2022/09/14	POSTPONEMENT		WINDSOR PRIVATE CAPITAL INC.	WESTMOUNT GUARANTEE SERVICES INC.	C
	REMARKS: YR2719065 TO YR3476837					
YR3537823	2023/04/03	TRANSFER EASEMENT		2352107 ONTARIO INC.	ENBRIDGE GAS INC.	C
YR3537850	2023/04/03	POSTPONEMENT		WESTMOUNT GUARANTEE SERVICES INC.	ENBRIDGE GAS INC.	C
	REMARKS: YR3476837 TO YR3537823					
YR3537857	2023/04/03	POSTPONEMENT		WINDSOR PRIVATE CAPITAL INC.	ENBRIDGE GAS INC.	C
	REMARKS: YR2719065 TO YR3537823					
YR3537859	2023/04/03	POSTPONEMENT		FIRST MORTGAGE ADMINISTRATION CORP. OLYMPIA TRUST COMPANY	ENBRIDGE GAS INC.	C
	REMARKS: YR2007795 TO YR3537823					

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR3554864	2023/05/25	POSTPONEMENT		NATIONAL BANK OF CANADA	ENBRIDGE GAS INC.	C
	REMARKS: YR3475219 TO YR3537823					
YR3567381	2023/06/28	APL CH NAME INST		WINDSOR PRIVATE CAPITAL INC.	WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	C
	REMARKS: YR2719065.					
YR3567382	2023/06/28	APL CH NAME INST		WINDSOR PRIVATE CAPITAL INC.	WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	C
	REMARKS: YR2859711.					
65M4790	2023/09/20	PLAN SUBDIVISION				C
YR3600731	2023/09/22	NO SUB AGREEMENT		2352107 ONTARIO INC.	THE CORPORATION OF THE TOWN OF AURORA	C
YR3600732	2023/09/22	POSTPONEMENT		FIRST MORTGAGE ADMINISTRATION CORP. OLYMPIA TRUST COMPANY	THE CORPORATION OF THE TOWN OF THE AURORA	C
	REMARKS: YR2007795 TO YR3600731					
YR3600733	2023/09/22	POSTPONEMENT		WPC GP I INC.	THE CORPORATION OF THE TOWN OF AURORA	C
	REMARKS: YR2719065 TO YR3600731					
YR3600734	2023/09/22	POSTPONEMENT		NATIONAL BANK OF CANADA	THE CORPORATION OF THE TOWN OF AURORA	C
	REMARKS: YR3475219 TO YR3600731					
YR3600735	2023/09/22	POSTPONEMENT		WESTMOUNT GUARANTEE SERVICES INC.	THE CORPORATION OF THE TOWN OF AURORA	C
	REMARKS: YR3476837 TO YR3600731					
65R40569	2023/09/25	PLAN REFERENCE				C
YR3604003	2023/10/03	TRANSFER EASEMENT	$2	2352107 ONTARIO INC.	THE CORPORATION OF THE TOWN OF THE AURORA	C
	REMARKS: PLANNING ACT STATEMENTS.					
YR3604004	2023/10/03	POSTPONEMENT		FIRST MORTGAGE ADMINISTRATION CORP. OLYMPIA TRUST COMPANY	THE CORPORATION OF THE TOWN OF THE AURORA	C
	REMARKS: YR2007795 TO YR3604003					
YR3604005	2023/10/03	POSTPONEMENT		WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	THE CORPORATION OF THE TOWN OF AURORA	C
	REMARKS: YR2719065 TO YR3604003					
YR3604006	2023/10/03	POSTPONEMENT		NATIONAL BANK OF CANADA	THE CORPORATION OF THE TOWN OF THE AURORA	C

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
	REMARKS: YR3475219 TO YR3604003					
YR3604007	2023/10/03	POSTPONEMENT		WESTMOUNT GUARANTEE SERVICES INC.	THE CORPORATION OF THE TOWN OF THE AURORA	C
	REMARKS: YR3476837 TO YR3604003					
YR3608232	2023/10/16	TRANSFER EASEMENT	$2	2352107 ONTARIO INC.	BELL CANADA	C
YR3608233	2023/10/16	POSTPONEMENT		FIRST MORTGAGE ADMINISTRATION CORP. OLYMPIA TRUST COMPANY	BELL CANADA	C
	REMARKS: YR2007795 TO YR3608232					
YR3608234	2023/10/16	POSTPONEMENT		WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	BELL CANADA	C
	REMARKS: YR2719065 TO YR3608232					
YR3608235	2023/10/16	POSTPONEMENT		NATIONAL BANK OF CANADA	BELL CANADA	C
	REMARKS: YR3475219 TO YR3608232					
YR3608236	2023/10/16	POSTPONEMENT		WESTMOUNT GUARANTEE SERVICES INC.	BELL CANADA	C
	REMARKS: YR3476837 TO YR3608232					
65R40652	2023/11/21	PLAN REFERENCE				C
	REMARKS: YR3619710.					
YR3639575	2024/01/19	APL ANNEX REST COV		2352107 ONTARIO INC.		C
YR3649798	2024/02/22	NOTICE		THE CORPORATION OF THE TOWN OF AURORA;		C
	REMARKS: DEVELOPMENT AGREEMENT					
YR3649799	2024/02/22	POSTPONEMENT		WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	THE CORPORATION OF THE TOWN OF AURORA	C
	REMARKS: YR2719065, YR2859711 POSTPONED TO YR3649798					
YR3649800	2024/02/22	POSTPONEMENT		NATIONAL BANK OF CANADA	THE CORPORATION OF THE TOWN OF AURORA	C
	REMARKS: YR3475219, YR3475220 POSTPONED TO YR3649798					
YR3649801	2024/02/22	POSTPONEMENT		FIRST MORTGAGE ADMINISTRATION CORP. OLYMPIA TRUST COMPANY	THE CORPORATION OF THE TOWN OF AURORA	C
	REMARKS: YR2007795 POSTPONED TO YR3649798					
YR3649802	2024/02/22	POSTPONEMENT		WESTMOUNT GUARANTEE SERVICES INC.	THE CORPORATION OF THE TOWN OF AURORA	C
	REMARKS: YR3476837 POSTPONED TO YR3649708					

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR3686652	2024/06/12	NOTICE	$2	2352107 ONTARIO INC. BAYVEST (1588 ST. JOHN'S SIDEROAD) LIMITED PARTNERSHIP BAYVEST (1588 ST. JOHN'S SIDEROAD) GP INC.		C
YR3778123	2025/03/21	NO CHNG ADDR INST		OLYMPIA TRUST COMPANY OLYMPIA TRUST COMPANY IN TRUST		C
YR3781775	2025/04/01	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** FOREST CONTRACTORS LTD.		
YR3785109	2025/04/14	APL DEL CONST LIEN		*** COMPLETELY DELETED *** FOREST CONTRACTORS LTD.		
REMARKS: YR3781775.						
YR3830505	2025/08/22	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** D. CRUPI & SONS LIMITED		
YR3832256	2025/08/27	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** CAMPOLI ELECTRIC LTD.		
YR3841623	2025/09/18	CERTIFICATE		*** COMPLETELY DELETED *** CAMPOLI ELECTRIC LTD.		
YR3842138	2025/09/19	CERTIFICATE		*** COMPLETELY DELETED *** D. CRUPI & SONS LIMITED		
REMARKS: YR3830505						
YR3863752	2025/11/17	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** T. HAMILTON & SON ROOFING INC.		
YR3863753	2025/11/17	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** T. HAMILTON & SON ROOFING INC.		
YR3866782	2025/11/24	APL DEL CONST LIEN		*** COMPLETELY DELETED *** 2352107 ONTARIO INC.		
REMARKS: YR3830505.						
YR3866783	2025/11/24	APL DEL CONST LIEN		*** COMPLETELY DELETED *** 2352107 ONTARIO INC.		
REMARKS: YR3832256.						
YR3866785	2025/11/24	APL DEL CONST LIEN		*** COMPLETELY DELETED *** T. HAMILTON & SON ROOFING INC.		
REMARKS: YR3863752.						

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR3866786	2025/11/24	APL DEL CONST LIEN		*** COMPLETELY DELETED *** T. HAMILTON & SON ROOFING INC.		
	REMARKS: YR3863753.					
YR3876733	2025/12/15	CONSTRUCTION LIEN	$98,762	MCQUEEN MAINTENANCE INC.		C
YR3890716	2026/01/27	CERTIFICATE		MCQUEEN MAINTENANCE INC.	2352107 ONTARIO INC. C.O.B. AURORA MILLS 2352107 ONTARIO INC. C.O.B. AURORA MILLS BUSINESS PARK HAVEN PROPERTY DEVELOPMENT INC. C.O.B. HAVEN DEVELOPMENTS YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1600 WPC GP I INC WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	C
YR3891216	2026/01/28	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	ALBERT GELMAN INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

SEPARATOR PAGE

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: BLOCK 2, PLAN 65M4790 EXCEPT PART 4, 65R40652; SUBJECT TO AN EASEMENT IN GROSS AS IN YR3537823; SUBJECT TO AN EASEMENT AS IN YR3608232; TOWN OF AURORA

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2018/12/11. PLANNING ACT CONSENT IN DOCUMENT YR3639573.

ESTATE/QUALIFIER:	RECENTLY:	PIN CREATION DATE:
FEE SIMPLE LT ABSOLUTE PLUS	DIVISION FROM 03620-1760	2024/03/08

OWNERS' NAMES	CAPACITY	SHARE
2352107 ONTARIO INC.		

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
*** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2024/03/08 ****						
***SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
A35401A	1959/11/20	BYLAW				C
REMARKS: SUBDIVISION CONTROL AMENDING BY-LAW 1315. ALL/PART/VARIOUS LANDS (2006/11/14 BY D. WALLEN)						
CORRECTIONS: 'INSTRUMENT TYPE' CHANGED FROM 'BYLAW EX PT LOT' TO 'BYLAW' ON 1997/12/16 BY BARB WILLSON.						
YR2007795	2013/07/22	CHARGE	$16,000,000	2352107 ONTARIO INC.	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA	C
YR2007796	2013/07/22	NO ASSGN RENT GEN		2352107 ONTARIO INC.	BELMONT MORTGAGE ADMINISTRATION CARLISLE, JOHN CARLISLE, MADIANA	C
REMARKS: YR2007795.						
YR2016742	2013/08/09	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
REMARKS: YR2007795.						
YR2016750	2013/08/09	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
REMARKS: YR2007795.						
YR2022111	2013/08/22	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				OLYMPIA TRUST COMPANY	OLYMPIA TRUST COMPANY	
	REMARKS: YR2016742. YR2016742					
YR2022115	2013/08/22	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2045565	2013/10/10	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2045567	2013/10/10	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2058634	2013/11/12	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2058636	2013/11/12	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2069587	2013/12/03	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2069608	2013/12/03	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
	REMARKS: YR2007795					
YR2074608	2013/12/16	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795. YR2069587					
YR2074612	2013/12/16	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795					
YR2086496	2014/01/22	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2086499	2014/01/22	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2096487	2014/02/19	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2096488	2014/02/19	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2106474	2014/03/18	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR2106482	2014/03/18	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2114745	2014/04/10	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2106474.					
YR2114749	2014/04/10	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2123188	2014/05/05	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2123192	2014/05/05	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2127449	2014/05/15	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2127453	2014/05/15	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795					
YR2135735	2014/06/03	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINISTRATION LIMITED	BELMONT MORTGAGE ADMINISTRATION LIMITED	C

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	
	REMARKS: YR2127449.					
YR2135738	2014/06/03	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, MADIANA CARLISLE, JOHN OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, MADIANA CARLISLE, JOHN OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795					
YR2158541	2014/07/21	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2158542	2014/07/21	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2185413	2014/09/11	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	C
	REMARKS: YR2158541.					
YR2185419	2014/09/11	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	C
YR2196761	2014/10/03	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	C
YR2196767	2014/10/03	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	C

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR2707266	2017/07/25	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	C
	REMARKS: YR2007795.					
YR2707267	2017/07/25	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	C
	REMARKS: YR2007795.					
YR2719065	2017/08/17	CHARGE	$7,000,000	2352107 ONTARIO INC.	WINDSOR PRIVATE CAPITAL INC.	C
YR2719412	2017/08/18	TRANSFER OF CHARGE		CARLISLE, JOHN CARLISLE, MADIANA BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	C
YR2719413	2017/08/18	NO ASSGN RENT GEN		CARLISLE, JOHN CARLISLE, MADIANA BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2719423	2017/08/18	POSTPONEMENT		BELMONT MORTGAGE ADMINSTRATION LIMITED OLYMPIA TRUST COMPANY	WINDSOR PRIVATE CAPITAL INC.	C
	REMARKS: YR2007795 TO YR2719065					
YR2759211	2017/11/15	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	C
	REMARKS: YR2719412. YR2719412					
YR2759212	2017/11/15	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2859711	2018/08/09	NOTICE		2352107 ONTARIO INC.	WINDSOR PRIVATE CAPITAL INC.	C
	REMARKS: YR2719065					
YR2859712	2018/08/09	POSTPONEMENT		BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	WINDSOR PRIVATE CAPITAL INC.	C
	REMARKS: YR2007795 AND YR2759211 TO YR28597					

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR3245775	2021/05/05	APL CH NAME INST		BELMONT MORTGAGE ADMINISTRATION LIMITED	FIRST MORTGAGE ADMINISTRATION CORP.	C
YR3245776	2021/05/05	APL CH NAME INST		BELMONT MORTGAGE ADMINISTRATION LIMITED	FIRST MORTGAGE ADMINISTRATION CORP.	C
	REMARKS: YR2759212.					
YR3475219	2022/09/09	CHARGE	$110,000,000	2352107 ONTARIO INC.	NATIONAL BANK OF CANADA	C
YR3475220	2022/09/09	NO ASSGN RENT GEN		2352107 ONTARIO INC.	NATIONAL BANK OF CANADA	C
	REMARKS: YR3475219					
YR3475228	2022/09/09	POSTPONEMENT		FIRST MORTGAGE ADMINISTRATION CORP. OLYMPIA TRUST COMPANY	NATIONAL BANK OF CANADA	C
	REMARKS: YR2007795 TO YR3475219					
YR3475229	2022/09/09	POSTPONEMENT		FIRST MORTGAGE ADMINISTRATION CORP. OLYMPIA TRUST COMPANY	NATIONAL BANK OF CANADA	C
	REMARKS: YR2007796 TO YR3475219					
YR3475230	2022/09/09	POSTPONEMENT		WINDSOR PRIVATE CAPITAL INC.	NATIONAL BANK OF CANADA	C
	REMARKS: YR2719065 TO YR3475219					
YR3476837	2022/09/14	CHARGE	$40,000,000	2352107 ONTARIO INC.	WESTMOUNT GUARANTEE SERVICES INC.	C
YR3476838	2022/09/14	POSTPONEMENT		FIRST MORTGAGE ADMINISTRATION CORP. OLYMPIA TRUST COMPANY	WESTMOUNT GUARANTEE SERVICES INC.	C
	REMARKS: YR2759211,YR2007795 TO YR3476837					
YR3476839	2022/09/14	POSTPONEMENT		WINDSOR PRIVATE CAPITAL INC.	WESTMOUNT GUARANTEE SERVICES INC.	C
	REMARKS: YR2719065 TO YR3476837					
YR3537823	2023/04/03	TRANSFER EASEMENT		2352107 ONTARIO INC.	ENBRIDGE GAS INC.	C
YR3537850	2023/04/03	POSTPONEMENT		WESTMOUNT GUARANTEE SERVICES INC.	ENBRIDGE GAS INC.	C
	REMARKS: YR3476837 TO YR3537823					
YR3537857	2023/04/03	POSTPONEMENT		WINDSOR PRIVATE CAPITAL INC.	ENBRIDGE GAS INC.	C
	REMARKS: YR2719065 TO YR3537823					
YR3537859	2023/04/03	POSTPONEMENT		FIRST MORTGAGE ADMINISTRATION CORP. OLYMPIA TRUST COMPANY	ENBRIDGE GAS INC.	C
	REMARKS: YR2007795 TO YR3537823					

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR3554864	2023/05/25	POSTPONEMENT		NATIONAL BANK OF CANADA	ENBRIDGE GAS INC.	C
	REMARKS: YR3475219 TO YR3537823					
YR3567381	2023/06/28	APL CH NAME INST		WINDSOR PRIVATE CAPITAL INC.	WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	C
	REMARKS: YR2719065.					
YR3567382	2023/06/28	APL CH NAME INST		WINDSOR PRIVATE CAPITAL INC.	WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	C
	REMARKS: YR2859711.					
65M4790	2023/09/20	PLAN SUBDIVISION				C
YR3600731	2023/09/22	NO SUB AGREEMENT		2352107 ONTARIO INC.	THE CORPORATION OF THE TOWN OF AURORA	C
YR3600732	2023/09/22	POSTPONEMENT		FIRST MORTGAGE ADMINISTRATION CORP. OLYMPIA TRUST COMPANY	THE CORPORATION OF THE TOWN OF THE AURORA	C
	REMARKS: YR2007795 TO YR3600731					
YR3600733	2023/09/22	POSTPONEMENT		WPC GP I INC.	THE CORPORATION OF THE TOWN OF AURORA	C
	REMARKS: YR2719065 TO YR3600731					
YR3600734	2023/09/22	POSTPONEMENT		NATIONAL BANK OF CANADA	THE CORPORATION OF THE TOWN OF AURORA	C
	REMARKS: YR3475219 TO YR3600731					
YR3600735	2023/09/22	POSTPONEMENT		WESTMOUNT GUARANTEE SERVICES INC.	THE CORPORATION OF THE TOWN OF AURORA	C
	REMARKS: YR3476837 TO YR3600731					
YR3608232	2023/10/16	TRANSFER EASEMENT	$2	2352107 ONTARIO INC.	BELL CANADA	C
YR3608233	2023/10/16	POSTPONEMENT		FIRST MORTGAGE ADMINISTRATION CORP. OLYMPIA TRUST COMPANY	BELL CANADA	C
	REMARKS: YR2007795 TO YR3608232					
YR3608234	2023/10/16	POSTPONEMENT		WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	BELL CANADA	C
	REMARKS: YR2719065 TO YR3608232					
YR3608235	2023/10/16	POSTPONEMENT		NATIONAL BANK OF CANADA	BELL CANADA	C
	REMARKS: YR3475219 TO YR3608232					
YR3608236	2023/10/16	POSTPONEMENT		WESTMOUNT GUARANTEE SERVICES INC.	BELL CANADA	C

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
	REMARKS: YR3476837 TO YR3608232					
65R40652	2023/11/21	PLAN REFERENCE				C
	REMARKS: YR3619710.					
YR3639575	2024/01/19	APL ANNEX REST COV		2352107 ONTARIO INC.		C
YR3778123	2025/03/21	NO CHNG ADDR INST		OLYMPIA TRUST COMPANY OLYMPIA TRUST COMPANY IN TRUST		C
YR3830505	2025/08/22	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** D. CRUPI & SONS LIMITED		
YR3832256	2025/08/27	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** CAMPOLI ELECTRIC LTD.		
YR3841623	2025/09/18	CERTIFICATE		*** COMPLETELY DELETED *** CAMPOLI ELECTRIC LTD.		
YR3842138	2025/09/19	CERTIFICATE		*** COMPLETELY DELETED *** D. CRUPI & SONS LIMITED		
	REMARKS: YR3830505					
YR3866782	2025/11/24	APL DEL CONST LIEN		*** COMPLETELY DELETED *** 2352107 ONTARIO INC.		
	REMARKS: YR3830505.					
YR3866783	2025/11/24	APL DEL CONST LIEN		*** COMPLETELY DELETED *** 2352107 ONTARIO INC.		
	REMARKS: YR3832256.					
YR3876733	2025/12/15	CONSTRUCTION LIEN	$98,762	MCQUEEN MAINTENANCE INC.		C
YR3890716	2026/01/27	CERTIFICATE		MCQUEEN MAINTENANCE INC.	2352107 ONTARIO INC. C.O.B. AURORA MILLS 2352107 ONTARIO INC. C.O.B. AURORA MILLS BUSINESS PARK HAVEN PROPERTY DEVELOPMENT INC. C.O.B. HAVEN DEVELOPMENTS YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1600 WPC GP I INC WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	C
YR3891216	2026/01/28	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	ALBERT GELMAN INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

SEPARATOR PAGE

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: BLOCK 3, PLAN 65M4790; SUBJECT TO AN EASEMENT IN GROSS AS IN YR3537823; SUBJECT TO AN EASEMENT IN GROSS OVER PART 2 PLAN 65R40569 AS IN YR3603990; SUBJECT TO AN EASEMENT AS IN YR3608232; TOWN OF AURORA

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2018/12/11.

ESTATE/QUALIFIER:	RECENTLY:	PIN CREATION DATE:
FEE SIMPLE LT ABSOLUTE PLUS	SUBDIVISION FROM 03620-1758	2023/10/04

OWNERS' NAMES	CAPACITY	SHARE
2352107 ONTARIO INC.		

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2023/10/04 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
A35401A	1959/11/20	BYLAW				C
REMARKS: SUBDIVISION CONTROL AMENDING BY-LAW 1315. ALL/PART/VARIOUS LANDS (2006/11/14 BY D. WALLEN)						
CORRECTIONS: 'INSTRUMENT TYPE' CHANGED FROM 'BYLAW EX PT LOT' TO 'BYLAW' ON 1997/12/16 BY BARB WILLSON.						
YR2007795	2013/07/22	CHARGE	$16,000,000	2352107 ONTARIO INC.	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA	C
YR2007796	2013/07/22	NO ASSGN RENT GEN		2352107 ONTARIO INC.	BELMONT MORTGAGE ADMINISTRATION CARLISLE, JOHN CARLISLE, MADIANA	C
REMARKS: YR2007795.						
YR2016742	2013/08/09	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
REMARKS: YR2007795.						
YR2016750	2013/08/09	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
REMARKS: YR2007795.						
YR2022111	2013/08/22	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				CARLISLE, MADIANA OLYMPIA TRUST COMPANY	CARLISLE, MADIANA OLYMPIA TRUST COMPANY	
	REMARKS: YR2016742. YR2016742					
YR2022115	2013/08/22	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2045565	2013/10/10	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2045567	2013/10/10	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2058634	2013/11/12	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2058636	2013/11/12	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2069587	2013/12/03	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2069608	2013/12/03	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA	C

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				OLYMPIA TRUST COMPANY	OLYMPIA TRUST COMPANY	
	REMARKS: YR2007795					
YR2074608	2013/12/16	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795. YR2069587					
YR2074612	2013/12/16	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795					
YR2086496	2014/01/22	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2086499	2014/01/22	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2096487	2014/02/19	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2096488	2014/02/19	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2106474	2014/03/18	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
	REMARKS: YR2007795.					
YR2106482	2014/03/18	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2114745	2014/04/10	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2106474.					
YR2114749	2014/04/10	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2123188	2014/05/05	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2123192	2014/05/05	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2127449	2014/05/15	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2127453	2014/05/15	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795					

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR2135735	2014/06/03	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2127449.					
YR2135738	2014/06/03	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, MADIANA CARLISLE, JOHN OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, MADIANA CARLISLE, JOHN OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795					
YR2158541	2014/07/21	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2158542	2014/07/21	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2185413	2014/09/11	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	C
	REMARKS: YR2158541.					
YR2185419	2014/09/11	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	C
YR2196761	2014/10/03	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	C
YR2196767	2014/10/03	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	C

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR2707266	2017/07/25	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	C
	REMARKS: YR2007795.					
YR2707267	2017/07/25	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	C
	REMARKS: YR2007795.					
YR2719065	2017/08/17	CHARGE	$7,000,000	2352107 ONTARIO INC.	WINDSOR PRIVATE CAPITAL INC.	C
YR2719412	2017/08/18	TRANSFER OF CHARGE		CARLISLE, JOHN CARLISLE, MADIANA BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	C
YR2719413	2017/08/18	NO ASSGN RENT GEN		CARLISLE, JOHN CARLISLE, MADIANA BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2719423	2017/08/18	POSTPONEMENT		BELMONT MORTGAGE ADMINSTRATION LIMITED OLYMPIA TRUST COMPANY	WINDSOR PRIVATE CAPITAL INC.	C
	REMARKS: YR2007795 TO YR2719065					
YR2759211	2017/11/15	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	C
	REMARKS: YR2719412. YR2719412					
YR2759212	2017/11/15	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2859711	2018/08/09	NOTICE		2352107 ONTARIO INC.	WINDSOR PRIVATE CAPITAL INC.	C
	REMARKS: YR2719065					
YR2859712	2018/08/09	POSTPONEMENT		BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	WINDSOR PRIVATE CAPITAL INC.	C
	REMARKS: YR2007795 AND YR2759211 TO YR28597					

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR3245775	2021/05/05	APL CH NAME INST		BELMONT MORTGAGE ADMINISTRATION LIMITED	FIRST MORTGAGE ADMINISTRATION CORP.	C
YR3245776	2021/05/05	APL CH NAME INST		BELMONT MORTGAGE ADMINISTRATION LIMITED	FIRST MORTGAGE ADMINISTRATION CORP.	C
	REMARKS: YR2759212.					
YR3357185	2021/12/16	TRANSFER EASEMENT		*** DELETED AGAINST THIS PROPERTY *** 2352107 ONTARIO INC.	THE REGIONAL MUNICIPALITY OF YORK	
YR3475219	2022/09/09	CHARGE	$110,000,000	2352107 ONTARIO INC.	NATIONAL BANK OF CANADA	C
YR3475220	2022/09/09	NO ASSGN RENT GEN		2352107 ONTARIO INC.	NATIONAL BANK OF CANADA	C
	REMARKS: YR3475219					
YR3475228	2022/09/09	POSTPONEMENT		FIRST MORTGAGE ADMINISTRATION CORP. OLYMPIA TRUST COMPANY	NATIONAL BANK OF CANADA	C
	REMARKS: YR2007795 TO YR3475219					
YR3475229	2022/09/09	POSTPONEMENT		FIRST MORTGAGE ADMINISTRATION CORP. OLYMPIA TRUST COMPANY	NATIONAL BANK OF CANADA	C
	REMARKS: YR2007796 TO YR3475219					
YR3475230	2022/09/09	POSTPONEMENT		WINDSOR PRIVATE CAPITAL INC.	NATIONAL BANK OF CANADA	C
	REMARKS: YR2719065 TO YR3475219					
YR3476837	2022/09/14	CHARGE	$40,000,000	2352107 ONTARIO INC.	WESTMOUNT GUARANTEE SERVICES INC.	C
YR3476838	2022/09/14	POSTPONEMENT		FIRST MORTGAGE ADMINISTRATION CORP. OLYMPIA TRUST COMPANY	WESTMOUNT GUARANTEE SERVICES INC.	C
	REMARKS: YR2759211,YR2007795 TO YR3476837					
YR3476839	2022/09/14	POSTPONEMENT		WINDSOR PRIVATE CAPITAL INC.	WESTMOUNT GUARANTEE SERVICES INC.	C
	REMARKS: YR2719065 TO YR3476837					
YR3537823	2023/04/03	TRANSFER EASEMENT		2352107 ONTARIO INC.	ENBRIDGE GAS INC.	C
YR3537850	2023/04/03	POSTPONEMENT		WESTMOUNT GUARANTEE SERVICES INC.	ENBRIDGE GAS INC.	C
	REMARKS: YR3476837 TO YR3537823					
YR3537857	2023/04/03	POSTPONEMENT		WINDSOR PRIVATE CAPITAL INC.	ENBRIDGE GAS INC.	C
	REMARKS: YR2719065 TO YR3537823					
YR3537859	2023/04/03	POSTPONEMENT		FIRST MORTGAGE ADMINISTRATION CORP.	ENBRIDGE GAS INC.	C

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				OLYMPIA TRUST COMPANY		
	REMARKS: YR2007795 TO YR3537823					
YR3554864	2023/05/25	POSTPONEMENT		NATIONAL BANK OF CANADA	ENBRIDGE GAS INC.	C
	REMARKS: YR3475219 TO YR3537823					
YR3567381	2023/06/28	APL CH NAME INST		WINDSOR PRIVATE CAPITAL INC.	WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	C
	REMARKS: YR2719065.					
YR3567382	2023/06/28	APL CH NAME INST		WINDSOR PRIVATE CAPITAL INC.	WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	C
	REMARKS: YR2859711.					
65M4790	2023/09/20	PLAN SUBDIVISION				C
YR3600731	2023/09/22	NO SUB AGREEMENT		2352107 ONTARIO INC.	THE CORPORATION OF THE TOWN OF AURORA	C
YR3600732	2023/09/22	POSTPONEMENT		FIRST MORTGAGE ADMINISTRATION CORP. OLYMPIA TRUST COMPANY	THE CORPORATION OF THE TOWN OF THE AURORA	C
	REMARKS: YR2007795 TO YR3600731					
YR3600733	2023/09/22	POSTPONEMENT		WPC GP I INC.	THE CORPORATION OF THE TOWN OF AURORA	C
	REMARKS: YR2719065 TO YR3600731					
YR3600734	2023/09/22	POSTPONEMENT		NATIONAL BANK OF CANADA	THE CORPORATION OF THE TOWN OF AURORA	C
	REMARKS: YR3475219 TO YR3600731					
YR3600735	2023/09/22	POSTPONEMENT		WESTMOUNT GUARANTEE SERVICES INC.	THE CORPORATION OF THE TOWN OF AURORA	C
	REMARKS: YR3476837 TO YR3600731					
65R40569	2023/09/25	PLAN REFERENCE				C
YR3603990	2023/10/03	TRANSFER EASEMENT	$2	2352107 ONTARIO INC.	THE CORPORATION OF THE TOWN OF THE AURORA	C
	REMARKS: PLANNING ACT STATEMENTS.					
YR3603991	2023/10/03	POSTPONEMENT		FIRST MORTGAGE ADMINISTRATION CORP. OLYMPIA TRUST COMPANY	THE CORPORATION OF THE TOWN OF THE AURORA	C
	REMARKS: YR2007795 TO YR3603990					
YR3603992	2023/10/03	POSTPONEMENT		WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	THE CORPORATION OF THE TOWN OF AURORA	C

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
	REMARKS: YR2719065 TO YR3603990					
YR3603993	2023/10/03	POSTPONEMENT		NATIONAL BANK OF CANADA	THE CORPORATION OF THE TOWN OF THE AURORA	C
	REMARKS: YR3475219 TO YR3603990					
YR3603994	2023/10/03	POSTPONEMENT		WESTMOUNT GUARANTEE SERVICES INC.	THE CORPORATION OF THE TOWN OF THE AURORA	C
	REMARKS: YR3476837 TO YR3603990					
YR3608232	2023/10/16	TRANSFER EASEMENT	$2	2352107 ONTARIO INC.	BELL CANADA	C
YR3608233	2023/10/16	POSTPONEMENT		FIRST MORTGAGE ADMINISTRATION CORP. OLYMPIA TRUST COMPANY	BELL CANADA	C
	REMARKS: YR2007795 TO YR3608232					
YR3608234	2023/10/16	POSTPONEMENT		WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	BELL CANADA	C
	REMARKS: YR2719065 TO YR3608232					
YR3608235	2023/10/16	POSTPONEMENT		NATIONAL BANK OF CANADA	BELL CANADA	C
	REMARKS: YR3475219 TO YR3608232					
YR3608236	2023/10/16	POSTPONEMENT		WESTMOUNT GUARANTEE SERVICES INC.	BELL CANADA	C
	REMARKS: YR3476837 TO YR3608232					
YR3639575	2024/01/19	APL ANNEX REST COV		2352107 ONTARIO INC.		C
YR3778123	2025/03/21	NO CHNG ADDR INST		OLYMPIA TRUST COMPANY OLYMPIA TRUST COMPANY IN TRUST		C
YR3830505	2025/08/22	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** D. CRUPI & SONS LIMITED		
YR3832256	2025/08/27	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** CAMPOLI ELECTRIC LTD.		
YR3841623	2025/09/18	CERTIFICATE		*** COMPLETELY DELETED *** CAMPOLI ELECTRIC LTD.		
YR3842138	2025/09/19	CERTIFICATE		*** COMPLETELY DELETED *** D. CRUPI & SONS LIMITED		
	REMARKS: YR3830505					
YR3866782	2025/11/24	APL DEL CONST LIEN		*** COMPLETELY DELETED *** 2352107 ONTARIO INC.		

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
	REMARKS: YR3830505.					
YR3866783	2025/11/24	APL DEL CONST LIEN		*** COMPLETELY DELETED *** 2352107 ONTARIO INC.		
	REMARKS: YR3832256.					
YR3876733	2025/12/15	CONSTRUCTION LIEN	$98,762	MCQUEEN MAINTENANCE INC.		C
YR3890716	2026/01/27	CERTIFICATE		MCQUEEN MAINTENANCE INC.	2352107 ONTARIO INC. C.O.B. AURORA MILLS 2352107 ONTARIO INC. C.O.B. AURORA MILLS BUSINESS PARK HAVEN PROPERTY DEVELOPMENT INC. C.O.B. HAVEN DEVELOPMENTS YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1600 WPC GP I INC WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	C
YR3891216	2026/01/28	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	ALBERT GELMAN INC.	C

SEPARATOR PAGE

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: BLOCK 4, PLAN 65M4790; SUBJECT TO AN EASEMENT IN GROSS AS IN YR3537823; SUBJECT TO AN EASEMENT IN GROSS OVER PART 3 PLAN 65R40569 AS IN YR3603995; SUBJECT TO AN EASEMENT AS IN YR3608232; TOWN OF AURORA

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2018/12/11.

ESTATE/QUALIFIER:	RECENTLY:	PIN CREATION DATE:
FEE SIMPLE LT ABSOLUTE PLUS	SUBDIVISION FROM 03620-1758	2023/10/04

OWNERS' NAMES	CAPACITY	SHARE
2352107 ONTARIO INC.		

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2023/10/04 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
A35401A	1959/11/20	BYLAW				C
REMARKS: SUBDIVISION CONTROL AMENDING BY-LAW 1315. ALL/PART/VARIOUS LANDS (2006/11/14 BY D. WALLEN)						
CORRECTIONS: 'INSTRUMENT TYPE' CHANGED FROM 'BYLAW EX PT LOT' TO 'BYLAW' ON 1997/12/16 BY BARB WILLSON.						
YR2007795	2013/07/22	CHARGE	$16,000,000	2352107 ONTARIO INC.	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA	C
YR2007796	2013/07/22	NO ASSGN RENT GEN		2352107 ONTARIO INC.	BELMONT MORTGAGE ADMINISTRATION CARLISLE, JOHN CARLISLE, MADIANA	C
REMARKS: YR2007795.						
YR2016742	2013/08/09	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
REMARKS: YR2007795.						
YR2016750	2013/08/09	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
REMARKS: YR2007795.						
YR2022111	2013/08/22	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				CARLISLE, MADIANA OLYMPIA TRUST COMPANY	CARLISLE, MADIANA OLYMPIA TRUST COMPANY	
	REMARKS: YR2016742. YR2016742					
YR2022115	2013/08/22	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2045565	2013/10/10	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2045567	2013/10/10	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2058634	2013/11/12	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2058636	2013/11/12	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2069587	2013/12/03	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2069608	2013/12/03	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA	C

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				OLYMPIA TRUST COMPANY	OLYMPIA TRUST COMPANY	
	REMARKS: YR2007795					
YR2074608	2013/12/16	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795. YR2069587					
YR2074612	2013/12/16	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795					
YR2086496	2014/01/22	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2086499	2014/01/22	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2096487	2014/02/19	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2096488	2014/02/19	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2106474	2014/03/18	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
	REMARKS: YR2007795.					
YR2106482	2014/03/18	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2114745	2014/04/10	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2106474.					
YR2114749	2014/04/10	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2123188	2014/05/05	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2123192	2014/05/05	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2127449	2014/05/15	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2127453	2014/05/15	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795					

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR2135735	2014/06/03	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2127449.					
YR2135738	2014/06/03	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, MADIANA CARLISLE, JOHN OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, MADIANA CARLISLE, JOHN OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795					
YR2158541	2014/07/21	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2158542	2014/07/21	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2185413	2014/09/11	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	C
	REMARKS: YR2158541.					
YR2185419	2014/09/11	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	C
YR2196761	2014/10/03	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	C
YR2196767	2014/10/03	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	C

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR2707266	2017/07/25	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	C
	REMARKS: YR2007795.					
YR2707267	2017/07/25	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	C
	REMARKS: YR2007795.					
YR2719065	2017/08/17	CHARGE	$7,000,000	2352107 ONTARIO INC.	WINDSOR PRIVATE CAPITAL INC.	C
YR2719412	2017/08/18	TRANSFER OF CHARGE		CARLISLE, JOHN CARLISLE, MADIANA BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	C
YR2719413	2017/08/18	NO ASSGN RENT GEN		CARLISLE, JOHN CARLISLE, MADIANA BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2719423	2017/08/18	POSTPONEMENT		BELMONT MORTGAGE ADMINSTRATION LIMITED OLYMPIA TRUST COMPANY	WINDSOR PRIVATE CAPITAL INC.	C
	REMARKS: YR2007795 TO YR2719065					
YR2759211	2017/11/15	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	C
	REMARKS: YR2719412. YR2719412					
YR2759212	2017/11/15	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2859711	2018/08/09	NOTICE		2352107 ONTARIO INC.	WINDSOR PRIVATE CAPITAL INC.	C
	REMARKS: YR2719065					
YR2859712	2018/08/09	POSTPONEMENT		BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	WINDSOR PRIVATE CAPITAL INC.	C
	REMARKS: YR2007795 AND YR2759211 TO YR28597					

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR3245775	2021/05/05	APL CH NAME INST		BELMONT MORTGAGE ADMINISTRATION LIMITED	FIRST MORTGAGE ADMINISTRATION CORP.	C
YR3245776	2021/05/05	APL CH NAME INST		BELMONT MORTGAGE ADMINISTRATION LIMITED	FIRST MORTGAGE ADMINISTRATION CORP.	C
	REMARKS: YR2759212.					
YR3357185	2021/12/16	TRANSFER EASEMENT		*** DELETED AGAINST THIS PROPERTY *** 2352107 ONTARIO INC.	THE REGIONAL MUNICIPALITY OF YORK	
YR3475219	2022/09/09	CHARGE	$110,000,000	2352107 ONTARIO INC.	NATIONAL BANK OF CANADA	C
YR3475220	2022/09/09	NO ASSGN RENT GEN		2352107 ONTARIO INC.	NATIONAL BANK OF CANADA	C
	REMARKS: YR3475219					
YR3475228	2022/09/09	POSTPONEMENT		FIRST MORTGAGE ADMINISTRATION CORP. OLYMPIA TRUST COMPANY	NATIONAL BANK OF CANADA	C
	REMARKS: YR2007795 TO YR3475219					
YR3475229	2022/09/09	POSTPONEMENT		FIRST MORTGAGE ADMINISTRATION CORP. OLYMPIA TRUST COMPANY	NATIONAL BANK OF CANADA	C
	REMARKS: YR2007796 TO YR3475219					
YR3475230	2022/09/09	POSTPONEMENT		WINDSOR PRIVATE CAPITAL INC.	NATIONAL BANK OF CANADA	C
	REMARKS: YR2719065 TO YR3475219					
YR3476837	2022/09/14	CHARGE	$40,000,000	2352107 ONTARIO INC.	WESTMOUNT GUARANTEE SERVICES INC.	C
YR3476838	2022/09/14	POSTPONEMENT		FIRST MORTGAGE ADMINISTRATION CORP. OLYMPIA TRUST COMPANY	WESTMOUNT GUARANTEE SERVICES INC.	C
	REMARKS: YR2759211,YR2007795 TO YR3476837					
YR3476839	2022/09/14	POSTPONEMENT		WINDSOR PRIVATE CAPITAL INC.	WESTMOUNT GUARANTEE SERVICES INC.	C
	REMARKS: YR2719065 TO YR3476837					
YR3537823	2023/04/03	TRANSFER EASEMENT		2352107 ONTARIO INC.	ENBRIDGE GAS INC.	C
YR3537850	2023/04/03	POSTPONEMENT		WESTMOUNT GUARANTEE SERVICES INC.	ENBRIDGE GAS INC.	C
	REMARKS: YR3476837 TO YR3537823					
YR3537857	2023/04/03	POSTPONEMENT		WINDSOR PRIVATE CAPITAL INC.	ENBRIDGE GAS INC.	C
	REMARKS: YR2719065 TO YR3537823					
YR3537859	2023/04/03	POSTPONEMENT		FIRST MORTGAGE ADMINISTRATION CORP.	ENBRIDGE GAS INC.	C

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				OLYMPIA TRUST COMPANY		
	REMARKS: YR2007795 TO YR3537823					
YR3554864	2023/05/25	POSTPONEMENT		NATIONAL BANK OF CANADA	ENBRIDGE GAS INC.	C
	REMARKS: YR3475219 TO YR3537823					
YR3567381	2023/06/28	APL CH NAME INST		WINDSOR PRIVATE CAPITAL INC.	WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	C
	REMARKS: YR2719065.					
YR3567382	2023/06/28	APL CH NAME INST		WINDSOR PRIVATE CAPITAL INC.	WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	C
	REMARKS: YR2859711.					
65M4790	2023/09/20	PLAN SUBDIVISION				C
YR3600731	2023/09/22	NO SUB AGREEMENT		2352107 ONTARIO INC.	THE CORPORATION OF THE TOWN OF AURORA	C
YR3600732	2023/09/22	POSTPONEMENT		FIRST MORTGAGE ADMINISTRATION CORP. OLYMPIA TRUST COMPANY	THE CORPORATION OF THE TOWN OF THE AURORA	C
	REMARKS: YR2007795 TO YR3600731					
YR3600733	2023/09/22	POSTPONEMENT		WPC GP I INC.	THE CORPORATION OF THE TOWN OF AURORA	C
	REMARKS: YR2719065 TO YR3600731					
YR3600734	2023/09/22	POSTPONEMENT		NATIONAL BANK OF CANADA	THE CORPORATION OF THE TOWN OF AURORA	C
	REMARKS: YR3475219 TO YR3600731					
YR3600735	2023/09/22	POSTPONEMENT		WESTMOUNT GUARANTEE SERVICES INC.	THE CORPORATION OF THE TOWN OF AURORA	C
	REMARKS: YR3476837 TO YR3600731					
65R40569	2023/09/25	PLAN REFERENCE				C
YR3603995	2023/10/03	TRANSFER EASEMENT	$2	2352107 ONTARIO INC.	THE CORPORATION OF THE TOWN OF THE AURORA	C
	REMARKS: PLANNING ACT STATEMENTS.					
YR3603996	2023/10/03	POSTPONEMENT		FIRST MORTGAGE ADMINISTRATION CORP. OLYMPIA TRUST COMPANY	THE CORPORATION OF THE TOWN OF AURORA	C
	REMARKS: YR2007795 TO YR3603995					
YR3603997	2023/10/03	POSTPONEMENT		WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	THE CORPORATION OF THE TOWN OF AURORA	C

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
	REMARKS: YR2719065 TO YR3603995					
YR3603998	2023/10/03	POSTPONEMENT		NATIONAL BANK OF CANADA	THE CORPORATION OF THE TOWN OF AURORA	C
	REMARKS: YR3475219 TO YR3603995					
YR3603999	2023/10/03	POSTPONEMENT		WESTMOUNT GUARANTEE SERVICES INC.	THE CORPORATION OF THE TOWN OF AURORA	C
	REMARKS: YR3476837 TO YR3603995					
YR3608232	2023/10/16	TRANSFER EASEMENT	$2	2352107 ONTARIO INC.	BELL CANADA	C
YR3608233	2023/10/16	POSTPONEMENT		FIRST MORTGAGE ADMINISTRATION CORP. OLYMPIA TRUST COMPANY	BELL CANADA	C
	REMARKS: YR2007795 TO YR3608232					
YR3608234	2023/10/16	POSTPONEMENT		WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	BELL CANADA	C
	REMARKS: YR2719065 TO YR3608232					
YR3608235	2023/10/16	POSTPONEMENT		NATIONAL BANK OF CANADA	BELL CANADA	C
	REMARKS: YR3475219 TO YR3608232					
YR3608236	2023/10/16	POSTPONEMENT		WESTMOUNT GUARANTEE SERVICES INC.	BELL CANADA	C
	REMARKS: YR3476837 TO YR3608232					
YR3639575	2024/01/19	APL ANNEX REST COV		2352107 ONTARIO INC.		C
YR3778123	2025/03/21	NO CHNG ADDR INST		OLYMPIA TRUST COMPANY OLYMPIA TRUST COMPANY IN TRUST		C
YR3830505	2025/08/22	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** D. CRUPI & SONS LIMITED		
YR3832256	2025/08/27	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** CAMPOLI ELECTRIC LTD.		
YR3841623	2025/09/18	CERTIFICATE		*** COMPLETELY DELETED *** CAMPOLI ELECTRIC LTD.		
YR3842138	2025/09/19	CERTIFICATE		*** COMPLETELY DELETED *** D. CRUPI & SONS LIMITED		
	REMARKS: YR3830505					
YR3866782	2025/11/24	APL DEL CONST LIEN		*** COMPLETELY DELETED *** 2352107 ONTARIO INC.		

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
	REMARKS: YR3830505.					
YR3866783	2025/11/24	APL DEL CONST LIEN		*** COMPLETELY DELETED *** 2352107 ONTARIO INC.		
	REMARKS: YR3832256.					
YR3876733	2025/12/15	CONSTRUCTION LIEN	$98,762	MCQUEEN MAINTENANCE INC.		C
YR3890716	2026/01/27	CERTIFICATE		MCQUEEN MAINTENANCE INC.	2352107 ONTARIO INC. C.O.B. AURORA MILLS 2352107 ONTARIO INC. C.O.B. AURORA MILLS BUSINESS PARK HAVEN PROPERTY DEVELOPMENT INC. C.O.B. HAVEN DEVELOPMENTS YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1600 WPC GP I INC WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	C
YR3891216	2026/01/28	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	ALBERT GELMAN INC.	C

SEPARATOR PAGE

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: UNIT 5, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1600 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3868859; TOWN OF AURORA

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2018/12/11.

ESTATE/QUALIFIER:	RECENTLY:	PIN CREATION DATE:
FEE SIMPLE LT ABSOLUTE PLUS	CONDOMINIUM FROM 03620-1781	2025/11/27

OWNERS' NAMES	CAPACITY	SHARE
2352107 ONTARIO INC.		

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
*** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2025/11/27 ****						
***SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
A35401A	1959/11/20	BYLAW				C
REMARKS: SUBDIVISION CONTROL AMENDING BY-LAW 1315. ALL/PART/VARIOUS LANDS (2006/11/14 BY D. WALLEN)						
CORRECTIONS: 'INSTRUMENT TYPE' CHANGED FROM 'BYLAW EX PT LOT' TO 'BYLAW' ON 1997/12/16 BY BARB WILLSON.						
YR2007795	2013/07/22	CHARGE	$16,000,000	2352107 ONTARIO INC.	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA	C
YR2007796	2013/07/22	NO ASSGN RENT GEN		2352107 ONTARIO INC.	BELMONT MORTGAGE ADMINISTRATION CARLISLE, JOHN CARLISLE, MADIANA	C
REMARKS: YR2007795.						
YR2016742	2013/08/09	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
REMARKS: YR2007795.						
YR2016750	2013/08/09	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
REMARKS: YR2007795.						
YR2022111	2013/08/22	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				CARLISLE, MADIANA OLYMPIA TRUST COMPANY	CARLISLE, MADIANA OLYMPIA TRUST COMPANY	
	REMARKS: YR2016742. YR2016742					
YR2022115	2013/08/22	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2045565	2013/10/10	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2045567	2013/10/10	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2058634	2013/11/12	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2058636	2013/11/12	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2069587	2013/12/03	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2069608	2013/12/03	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA	C

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				OLYMPIA TRUST COMPANY	OLYMPIA TRUST COMPANY	
	REMARKS: YR2007795					
YR2074608	2013/12/16	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795. YR2069587					
YR2074612	2013/12/16	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795					
YR2086496	2014/01/22	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2086499	2014/01/22	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2096487	2014/02/19	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2096488	2014/02/19	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2106474	2014/03/18	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
	REMARKS: YR2007795.					
YR2106482	2014/03/18	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2114745	2014/04/10	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2106474.					
YR2114749	2014/04/10	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2123188	2014/05/05	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2123192	2014/05/05	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2127449	2014/05/15	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2127453	2014/05/15	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795					

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR2135735	2014/06/03	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2127449.					
YR2135738	2014/06/03	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, MADIANA CARLISLE, JOHN OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, MADIANA CARLISLE, JOHN OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795					
YR2158541	2014/07/21	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2158542	2014/07/21	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2185413	2014/09/11	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	C
	REMARKS: YR2158541.					
YR2185419	2014/09/11	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	C
YR2196761	2014/10/03	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	C
YR2196767	2014/10/03	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	C

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR2707266	2017/07/25	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	C
	REMARKS: YR2007795.					
YR2707267	2017/07/25	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	C
	REMARKS: YR2007795.					
YR2719065	2017/08/17	CHARGE	$7,000,000	2352107 ONTARIO INC.	WINDSOR PRIVATE CAPITAL INC.	C
YR2719412	2017/08/18	TRANSFER OF CHARGE		CARLISLE, JOHN CARLISLE, MADIANA BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	C
YR2719413	2017/08/18	NO ASSGN RENT GEN		CARLISLE, JOHN CARLISLE, MADIANA BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2719423	2017/08/18	POSTPONEMENT		BELMONT MORTGAGE ADMINSTRATION LIMITED OLYMPIA TRUST COMPANY	WINDSOR PRIVATE CAPITAL INC.	C
	REMARKS: YR2007795 TO YR2719065					
YR2759211	2017/11/15	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	C
	REMARKS: YR2719412. YR2719412					
YR2759212	2017/11/15	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2859711	2018/08/09	NOTICE		2352107 ONTARIO INC.	WINDSOR PRIVATE CAPITAL INC.	C
	REMARKS: YR2719065					
YR2859712	2018/08/09	POSTPONEMENT		BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	WINDSOR PRIVATE CAPITAL INC.	C
	REMARKS: YR2007795 AND YR2759211 TO YR28597					

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR3245775	2021/05/05	APL CH NAME INST		BELMONT MORTGAGE ADMINISTRATION LIMITED	FIRST MORTGAGE ADMINISTRATION CORP.	C
YR3245776	2021/05/05	APL CH NAME INST		BELMONT MORTGAGE ADMINISTRATION LIMITED	FIRST MORTGAGE ADMINISTRATION CORP.	C
	REMARKS: YR2759212.					
YR3475219	2022/09/09	CHARGE	$110,000,000	2352107 ONTARIO INC.	NATIONAL BANK OF CANADA	C
YR3475220	2022/09/09	NO ASSGN RENT GEN		2352107 ONTARIO INC.	NATIONAL BANK OF CANADA	C
	REMARKS: YR3475219					
YR3475228	2022/09/09	POSTPONEMENT		FIRST MORTGAGE ADMINISTRATION CORP. OLYMPIA TRUST COMPANY	NATIONAL BANK OF CANADA	C
	REMARKS: YR2007795 TO YR3475219					
YR3475229	2022/09/09	POSTPONEMENT		FIRST MORTGAGE ADMINISTRATION CORP. OLYMPIA TRUST COMPANY	NATIONAL BANK OF CANADA	C
	REMARKS: YR2007796 TO YR3475219					
YR3475230	2022/09/09	POSTPONEMENT		WINDSOR PRIVATE CAPITAL INC.	NATIONAL BANK OF CANADA	C
	REMARKS: YR2719065 TO YR3475219					
YR3476837	2022/09/14	CHARGE	$40,000,000	2352107 ONTARIO INC.	WESTMOUNT GUARANTEE SERVICES INC.	C
YR3476838	2022/09/14	POSTPONEMENT		FIRST MORTGAGE ADMINISTRATION CORP. OLYMPIA TRUST COMPANY	WESTMOUNT GUARANTEE SERVICES INC.	C
	REMARKS: YR2759211,YR2007795 TO YR3476837					
YR3476839	2022/09/14	POSTPONEMENT		WINDSOR PRIVATE CAPITAL INC.	WESTMOUNT GUARANTEE SERVICES INC.	C
	REMARKS: YR2719065 TO YR3476837					
YR3537823	2023/04/03	TRANSFER EASEMENT		2352107 ONTARIO INC.	ENBRIDGE GAS INC.	C
YR3537850	2023/04/03	POSTPONEMENT		WESTMOUNT GUARANTEE SERVICES INC.	ENBRIDGE GAS INC.	C
	REMARKS: YR3476837 TO YR3537823					
YR3537857	2023/04/03	POSTPONEMENT		WINDSOR PRIVATE CAPITAL INC.	ENBRIDGE GAS INC.	C
	REMARKS: YR2719065 TO YR3537823					
YR3537859	2023/04/03	POSTPONEMENT		FIRST MORTGAGE ADMINISTRATION CORP. OLYMPIA TRUST COMPANY	ENBRIDGE GAS INC.	C
	REMARKS: YR2007795 TO YR3537823					

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR3554864	2023/05/25	POSTPONEMENT		NATIONAL BANK OF CANADA	ENBRIDGE GAS INC.	C
	REMARKS: YR3475219 TO YR3537823					
YR3567381	2023/06/28	APL CH NAME INST		WINDSOR PRIVATE CAPITAL INC.	WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	C
	REMARKS: YR2719065.					
YR3567382	2023/06/28	APL CH NAME INST		WINDSOR PRIVATE CAPITAL INC.	WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	C
	REMARKS: YR2859711.					
YR3600731	2023/09/22	NO SUB AGREEMENT		2352107 ONTARIO INC.	THE CORPORATION OF THE TOWN OF AURORA	C
YR3600732	2023/09/22	POSTPONEMENT		FIRST MORTGAGE ADMINISTRATION CORP. OLYMPIA TRUST COMPANY	THE CORPORATION OF THE TOWN OF THE AURORA	C
	REMARKS: YR2007795 TO YR3600731					
YR3600733	2023/09/22	POSTPONEMENT		WPC GP I INC.	THE CORPORATION OF THE TOWN OF AURORA	C
	REMARKS: YR2719065 TO YR3600731					
YR3600734	2023/09/22	POSTPONEMENT		NATIONAL BANK OF CANADA	THE CORPORATION OF THE TOWN OF AURORA	C
	REMARKS: YR3475219 TO YR3600731					
YR3600735	2023/09/22	POSTPONEMENT		WESTMOUNT GUARANTEE SERVICES INC.	THE CORPORATION OF THE TOWN OF AURORA	C
	REMARKS: YR3476837 TO YR3600731					
YR3604000	2023/10/03	TRANSFER EASEMENT	$2	2352107 ONTARIO INC.	THE CORPORATION OF THE TOWN OF THE AURORA	C
	REMARKS: PLANNING ACT STATEMENTS.					
YR3604001	2023/10/03	POSTPONEMENT		NATIONAL BANK OF CANADA	THE CORPORATION OF THE TOWN OF THE AURORA	C
	REMARKS: YR3475219 TO YR3604000					
YR3604002	2023/10/03	POSTPONEMENT		WESTMOUNT GUARANTEE SERVICES INC.	THE CORPORATION OF THE TOWN OF THE AURORA	C
	REMARKS: YR3476837 TO YR3604000					
YR3608232	2023/10/16	TRANSFER EASEMENT	$2	2352107 ONTARIO INC.	BELL CANADA	C
YR3608233	2023/10/16	POSTPONEMENT		FIRST MORTGAGE ADMINISTRATION CORP. OLYMPIA TRUST COMPANY	BELL CANADA	C
	REMARKS: YR2007795 TO YR3608232					
YR3608234	2023/10/16	POSTPONEMENT		WPC GP I INC.	BELL CANADA	C

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP		
	REMARKS: YR2719065 TO YR3608232					
YR3608235	2023/10/16	POSTPONEMENT		NATIONAL BANK OF CANADA	BELL CANADA	C
	REMARKS: YR3475219 TO YR3608232					
YR3608236	2023/10/16	POSTPONEMENT		WESTMOUNT GUARANTEE SERVICES INC.	BELL CANADA	C
	REMARKS: YR3476837 TO YR3608232					
YR3639575	2024/01/19	APL ANNEX REST COV		2352107 ONTARIO INC.		C
YR3656493	2024/03/14	NOTICE		THE CORPORATION OF THE TOWN OF AURORA		C
YR3656494	2024/03/14	POSTPONEMENT		WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	THE CORPORATION OF THE TOWN OF AURORA	C
	REMARKS: YR2719065 TO YR3656493					
YR3656495	2024/03/14	POSTPONEMENT		NATIONAL BANK OF CANADA	THE CORPORATION OF THE TOWN OF AURORA	C
	REMARKS: YR3475219, YR3475220 TO YR3656493					
YR3656496	2024/03/14	POSTPONEMENT		FIRST MORTGAGE ADMINISTRATION CORP. OLYMPIA TRUST COMPANY	THE CORPORATION OF THE TOWN OF AURORA	C
	REMARKS: YR2007795, YR2007796 TO YR3656493					
YR3656497	2024/03/14	POSTPONEMENT		WESTMOUNT GUARANTEE SERVICES INC.	THE CORPORATION OF THE TOWN OF AURORA	C
	REMARKS: YR3476837 TO YR3656493					
YR3656498	2024/03/14	RESTRICTION-LAND		*** DELETED AGAINST THIS PROPERTY *** 2352107 ONTARIO INC.		
	REMARKS: NO TRANSFER OF SUCH LANDS OR ANY PART THEREOF WITHOUT THE PRIOR WRITTEN CONSENT OF THE CORPORATION OF THE TOWN OF AURORA					
YR3778123	2025/03/21	NO CHNG ADDR INST		OLYMPIA TRUST COMPANY OLYMPIA TRUST COMPANY IN TRUST		C
YR3863666	2025/11/17	NOTICE		2352107 ONTARIO INC.	THE CORPORATION OF THE TOWN OF AURORA	C
YR3863667	2025/11/17	POSTPONEMENT		WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	THE CORPORATION OF THE TOWN OF AURORA	C
	REMARKS: YR2719065, YR2859711,YR3567381, YR3567382 TO YR3863666					
YR3863668	2025/11/17	POSTPONEMENT		WESTMOUNT GUARANTEE SERVICES INC.	THE CORPORATION OF THE TOWN OF AURORA	C
	REMARKS: YR3476837 TO YR3863666					

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR3863669	2025/11/17	POSTPONEMENT		FIRST MORTGAGE ADMINISTRATION CORP. OLYMPIA TRUST COMPANY	THE CORPORATION OF THE TOWN OF AURORA	C
	REMARKS: YR2007795 TO YR3863666					
YR3863670	2025/11/17	POSTPONEMENT		NATIONAL BANK OF CANADA	THE CORPORATION OF THE TOWN OF AURORA	C
	REMARKS: YR3475219 TO YR3863666					
YRCP1600	2025/11/27	STANDARD CONDO PLN				C
YR3868859	2025/11/27	CONDO DECLARATION		2352107 ONTARIO INC.		C
YR3872048	2025/12/03	CONDO BYLAW/98		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1600		C
YR3872049	2025/12/03	CONDO BYLAW/98		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1600		C
YR3872050	2025/12/03	CONDO BYLAW/98		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1600		C
YR3872051	2025/12/03	CONDO BYLAW/98		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1600		C
YR3873055	2025/12/05	APL DELETE REST		*** COMPLETELY DELETED *** 2352107 ONTARIO INC.		
	REMARKS: YR3656498.					
YR3875716	2025/12/11	CONSTRUCTION LIEN	$836,518	ELEMENTS AIR SYSTEMS INC.		C
YR3876733	2025/12/15	CONSTRUCTION LIEN	$98,762	MCQUEEN MAINTENANCE INC.		C
YR3880997	2025/12/29	CERTIFICATE		ELEMENTS AIR SYSTEMS INC.		C
	REMARKS: CERTIFICATE OF ACTION, YR3875716					
YR3890042	2026/01/23	CONSTRUCTION LIEN	$141,978	PAUL MARQUES ARCHITECT INC.		C
YR3890716	2026/01/27	CERTIFICATE		MCQUEEN MAINTENANCE INC.	2352107 ONTARIO INC. C.O.B. AURORA MILLS 2352107 ONTARIO INC. C.O.B. AURORA MILLS BUSINESS PARK HAVEN PROPERTY DEVELOPMENT INC. C.O.B. HAVEN DEVELOPMENTS YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1600 WPC GP I INC WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	C
YR3891216	2026/01/28	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	ALBERT GELMAN INC.	C

SEPARATOR PAGE

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: BLOCK 7, PLAN 65M4790; SUBJECT TO AN EASEMENT IN GROSS AS IN YR3537823; SUBJECT TO AN EASEMENT AS IN YR3608232; TOWN OF AURORA

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2018/12/11.

ESTATE/QUALIFIER:	RECENTLY:	PIN CREATION DATE:
FEE SIMPLE LT ABSOLUTE PLUS	SUBDIVISION FROM 03620-1758	2023/10/04

OWNERS' NAMES	CAPACITY	SHARE
2352107 ONTARIO INC.		

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
*** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2023/10/04 ****						
***SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
**	PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **					
**	TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **					
A35401A	1959/11/20	BYLAW				C
	REMARKS: SUBDIVISION CONTROL AMENDING BY-LAW 1315. ALL/PART/VARIOUS LANDS (2006/11/14 BY D. WALLEN)					
	CORRECTIONS: 'INSTRUMENT TYPE' CHANGED FROM 'BYLAW EX PT LOT' TO 'BYLAW' ON 1997/12/16 BY BARB WILLSON.					
YR2007795	2013/07/22	CHARGE	$16,000,000	2352107 ONTARIO INC.	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA	C
YR2007796	2013/07/22	NO ASSGN RENT GEN		2352107 ONTARIO INC.	BELMONT MORTGAGE ADMINISTRATION CARLISLE, JOHN CARLISLE, MADIANA	C
	REMARKS: YR2007795.					
YR2016742	2013/08/09	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2016750	2013/08/09	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2022111	2013/08/22	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				OLYMPIA TRUST COMPANY	OLYMPIA TRUST COMPANY	
	REMARKS: YR2016742. YR2016742					
YR2022115	2013/08/22	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2045565	2013/10/10	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2045567	2013/10/10	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2058634	2013/11/12	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2058636	2013/11/12	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2069587	2013/12/03	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2069608	2013/12/03	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
	REMARKS: YR2007795					
YR2074608	2013/12/16	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795. YR2069587					
YR2074612	2013/12/16	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795					
YR2086496	2014/01/22	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2086499	2014/01/22	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2096487	2014/02/19	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2096488	2014/02/19	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2106474	2014/03/18	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR2106482	2014/03/18	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2114745	2014/04/10	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2106474.					
YR2114749	2014/04/10	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2123188	2014/05/05	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2123192	2014/05/05	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2127449	2014/05/15	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2127453	2014/05/15	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINSTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795					
YR2135735	2014/06/03	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINISTRATION LIMITED	BELMONT MORTGAGE ADMINISTRATION LIMITED	C

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	
	REMARKS: YR2127449.					
YR2135738	2014/06/03	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, MADIANA CARLISLE, JOHN OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, MADIANA CARLISLE, JOHN OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795					
YR2158541	2014/07/21	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2158542	2014/07/21	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2185413	2014/09/11	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	C
	REMARKS: YR2158541.					
YR2185419	2014/09/11	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINISTRATION LIMITED CARLISLE, JOHN CARLISLE, MADIANA OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	C
YR2196761	2014/10/03	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	C
YR2196767	2014/10/03	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	C

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR2707266	2017/07/25	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	C
	REMARKS: YR2007795.					
YR2707267	2017/07/25	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY CARLISLE, JOHN CARLISLE, MADIANA	C
	REMARKS: YR2007795.					
YR2719065	2017/08/17	CHARGE	$7,000,000	2352107 ONTARIO INC.	WINDSOR PRIVATE CAPITAL INC.	C
YR2719412	2017/08/18	TRANSFER OF CHARGE		CARLISLE, JOHN CARLISLE, MADIANA BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	C
YR2719413	2017/08/18	NO ASSGN RENT GEN		CARLISLE, JOHN CARLISLE, MADIANA BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2719423	2017/08/18	POSTPONEMENT		BELMONT MORTGAGE ADMINSTRATION LIMITED OLYMPIA TRUST COMPANY	WINDSOR PRIVATE CAPITAL INC.	C
	REMARKS: YR2007795 TO YR2719065					
YR2759211	2017/11/15	TRANSFER OF CHARGE		BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	C
	REMARKS: YR2719412. YR2719412					
YR2759212	2017/11/15	NO ASSGN RENT GEN		BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	C
	REMARKS: YR2007795.					
YR2859711	2018/08/09	NOTICE		2352107 ONTARIO INC.	WINDSOR PRIVATE CAPITAL INC.	C
	REMARKS: YR2719065					
YR2859712	2018/08/09	POSTPONEMENT		BELMONT MORTGAGE ADMINISTRATION LIMITED OLYMPIA TRUST COMPANY	WINDSOR PRIVATE CAPITAL INC.	C
	REMARKS: YR2007795 AND YR2759211 TO YR28597					

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR3245775	2021/05/05	APL CH NAME INST		BELMONT MORTGAGE ADMINISTRATION LIMITED	FIRST MORTGAGE ADMINISTRATION CORP.	C
YR3245776	2021/05/05	APL CH NAME INST		BELMONT MORTGAGE ADMINISTRATION LIMITED	FIRST MORTGAGE ADMINISTRATION CORP.	C
	REMARKS: YR2759212.					
YR3357185	2021/12/16	TRANSFER EASEMENT		*** DELETED AGAINST THIS PROPERTY *** 2352107 ONTARIO INC.	THE REGIONAL MUNICIPALITY OF YORK	
YR3475219	2022/09/09	CHARGE	$110,000,000	2352107 ONTARIO INC.	NATIONAL BANK OF CANADA	C
YR3475220	2022/09/09	NO ASSGN RENT GEN		2352107 ONTARIO INC.	NATIONAL BANK OF CANADA	C
	REMARKS: YR3475219					
YR3475228	2022/09/09	POSTPONEMENT		FIRST MORTGAGE ADMINISTRATION CORP. OLYMPIA TRUST COMPANY	NATIONAL BANK OF CANADA	C
	REMARKS: YR2007795 TO YR3475219					
YR3475229	2022/09/09	POSTPONEMENT		FIRST MORTGAGE ADMINISTRATION CORP. OLYMPIA TRUST COMPANY	NATIONAL BANK OF CANADA	C
	REMARKS: YR2007796 TO YR3475219					
YR3475230	2022/09/09	POSTPONEMENT		WINDSOR PRIVATE CAPITAL INC.	NATIONAL BANK OF CANADA	C
	REMARKS: YR2719065 TO YR3475219					
YR3476837	2022/09/14	CHARGE	$40,000,000	2352107 ONTARIO INC.	WESTMOUNT GUARANTEE SERVICES INC.	C
YR3476838	2022/09/14	POSTPONEMENT		FIRST MORTGAGE ADMINISTRATION CORP. OLYMPIA TRUST COMPANY	WESTMOUNT GUARANTEE SERVICES INC.	C
	REMARKS: YR2759211,YR2007795 TO YR3476837					
YR3476839	2022/09/14	POSTPONEMENT		WINDSOR PRIVATE CAPITAL INC.	WESTMOUNT GUARANTEE SERVICES INC.	C
	REMARKS: YR2719065 TO YR3476837					
YR3537823	2023/04/03	TRANSFER EASEMENT		2352107 ONTARIO INC.	ENBRIDGE GAS INC.	C
YR3537850	2023/04/03	POSTPONEMENT		WESTMOUNT GUARANTEE SERVICES INC.	ENBRIDGE GAS INC.	C
	REMARKS: YR3476837 TO YR3537823					
YR3537857	2023/04/03	POSTPONEMENT		WINDSOR PRIVATE CAPITAL INC.	ENBRIDGE GAS INC.	C
	REMARKS: YR2719065 TO YR3537823					
YR3537859	2023/04/03	POSTPONEMENT		FIRST MORTGAGE ADMINISTRATION CORP.	ENBRIDGE GAS INC.	C

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				OLYMPIA TRUST COMPANY		
	REMARKS: YR2007795 TO YR3537823					
YR3554864	2023/05/25	POSTPONEMENT		NATIONAL BANK OF CANADA	ENBRIDGE GAS INC.	C
	REMARKS: YR3475219 TO YR3537823					
YR3567381	2023/06/28	APL CH NAME INST		WINDSOR PRIVATE CAPITAL INC.	WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	C
	REMARKS: YR2719065.					
YR3567382	2023/06/28	APL CH NAME INST		WINDSOR PRIVATE CAPITAL INC.	WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	C
	REMARKS: YR2859711.					
65M4790	2023/09/20	PLAN SUBDIVISION				C
YR3600731	2023/09/22	NO SUB AGREEMENT		2352107 ONTARIO INC.	THE CORPORATION OF THE TOWN OF AURORA	C
YR3600732	2023/09/22	POSTPONEMENT		FIRST MORTGAGE ADMINISTRATION CORP. OLYMPIA TRUST COMPANY	THE CORPORATION OF THE TOWN OF THE AURORA	C
	REMARKS: YR2007795 TO YR3600731					
YR3600733	2023/09/22	POSTPONEMENT		WPC GP I INC.	THE CORPORATION OF THE TOWN OF AURORA	C
	REMARKS: YR2719065 TO YR3600731					
YR3600734	2023/09/22	POSTPONEMENT		NATIONAL BANK OF CANADA	THE CORPORATION OF THE TOWN OF AURORA	C
	REMARKS: YR3475219 TO YR3600731					
YR3600735	2023/09/22	POSTPONEMENT		WESTMOUNT GUARANTEE SERVICES INC.	THE CORPORATION OF THE TOWN OF AURORA	C
	REMARKS: YR3476837 TO YR3600731					
YR3608232	2023/10/16	TRANSFER EASEMENT	$2	2352107 ONTARIO INC.	BELL CANADA	C
YR3608233	2023/10/16	POSTPONEMENT		FIRST MORTGAGE ADMINISTRATION CORP. OLYMPIA TRUST COMPANY	BELL CANADA	C
	REMARKS: YR2007795 TO YR3608232					
YR3608234	2023/10/16	POSTPONEMENT		WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	BELL CANADA	C
	REMARKS: YR2719065 TO YR3608232					
YR3608235	2023/10/16	POSTPONEMENT		NATIONAL BANK OF CANADA	BELL CANADA	C

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
	REMARKS: YR3475219 TO YR3608232					
YR3608236	2023/10/16	POSTPONEMENT		WESTMOUNT GUARANTEE SERVICES INC.	BELL CANADA	C
	REMARKS: YR3476837 TO YR3608232					
YR3639575	2024/01/19	APL ANNEX REST COV		2352107 ONTARIO INC.		C
YR3778123	2025/03/21	NO CHNG ADDR INST		OLYMPIA TRUST COMPANY OLYMPIA TRUST COMPANY IN TRUST		C
YR3830505	2025/08/22	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** D. CRUPI & SONS LIMITED		
YR3832256	2025/08/27	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** CAMPOLI ELECTRIC LTD.		
YR3841623	2025/09/18	CERTIFICATE		*** COMPLETELY DELETED *** CAMPOLI ELECTRIC LTD.		
YR3842138	2025/09/19	CERTIFICATE		*** COMPLETELY DELETED *** D. CRUPI & SONS LIMITED		
	REMARKS: YR3830505					
YR3866782	2025/11/24	APL DEL CONST LIEN		*** COMPLETELY DELETED *** 2352107 ONTARIO INC.		
	REMARKS: YR3830505.					
YR3866783	2025/11/24	APL DEL CONST LIEN		*** COMPLETELY DELETED *** 2352107 ONTARIO INC.		
	REMARKS: YR3832256.					
YR3876733	2025/12/15	CONSTRUCTION LIEN	$98,762	MCQUEEN MAINTENANCE INC.		C
YR3890716	2026/01/27	CERTIFICATE		MCQUEEN MAINTENANCE INC.	2352107 ONTARIO INC. C.O.B. AURORA MILLS 2352107 ONTARIO INC. C.O.B. AURORA MILLS BUSINESS PARK HAVEN PROPERTY DEVELOPMENT INC. C.O.B. HAVEN DEVELOPMENTS YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1600 WPC GP I INC WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	C
YR3891216	2026/01/28	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	ALBERT GELMAN INC.	C

Appendix “P”

CERTIFICATE OF TREASURER

TOWN OF AURORA

Certificate No.: 2368
Date : 06-FEB-2026
File Reference No :

Lawyer: CHAITONS LLP
1000-5000 YONGE ST
TORONTO, ON M2N7E9

Roll: **1946 000 12620209.0000**
Property: PLAN 65M4790 BLK 5

Requested By: DI:KJ

Location: 175 MELVIN ROBSON AVE
Owner: 2352107 ONTARIO INC

STATEMENT OF ARREARS OF TAXES (MUNICIPAL ACT S.O. 2001, c.25 s.352)

YEAR	TAXES LEVIED	TAXES OUTSTANDING	INTEREST OUTSTANDING	TOTAL
2023 & Prior	$0.00	$0.00	$0.00	$0.00
2024	$31,686.19	$0.00	$0.00	$0.00
2025	$38,002.92	$0.00	$0.00	$0.00
Total		$0.00	$0.00	$0.00

CURRENT 2026 TAX CERTIFICATE (MUNICIPAL ACT S.O. 2001, c.25 s.352)

INSTALLMENT	EFFECTIVE	TAXES LEVIED	TAXES OUTSTANDING	TAXES PAST DUE
February 17, 2026 I	2026	$9,500.73	$9,500.73	$0.00
April 21, 2026 I	2026	$9,500.73	$9,500.73	$0.00
Penalty				
Misc Charges			$0.00	$0.00
Total		$19,001.46	$19,001.46	$0.00
			TOTAL PAST DUE	$0.00

I hereby certify that the above statements respectively show all arrears of taxes returned to this office and due and owing against the above lands.

Tax Department
Cheryl Weddell

Notes: PLEASE NOTE THIS PROPERTY IS CURRENTLY ASSESSED AS VACANT COMMERCIAL LANDS AND INDIVIDUAL UNITS HAVE NOT YET RECEIVED INDIVIDUAL ROLL NUMBERS FROM MPAC.

This Tax Certificate has been prepared in accordance with provisions of Section 352 (1) of the Municipal Act, 2001. This Tax Certificate reflects only those charges added to the Tax Roll up to the date of the certificate. The total Taxes may include additions to the Tax Roll as authorized by Provincial Legislation. Penalty charges have been calculated to the date of certification. This certificate is subject to additional taxes which may be levied pursuant to the Provisions of Section 33 and 34 of the Assessment Act R.S.O. 1990 c.a. 31. This certificate is subject to adjustments of taxes pursuant to Provision of Section 40 of the Assessment Act R.S.O. 990 and Sections 354, 357, 358, 361, 362, 363, 364 and 365 of the Municipal Act, 2001. The information on this certificate is based on cheques tendered being honoured by the Financial Institution upon which they are drawn. The taxes past due may not necessarily include payments made in the last few days.

Appendix “Q”

Receivership of 2352107 Ontario Inc.
Receiver's Interim Statement of Receipts and Disbursements
As of March 20, 2026
(in CAD$; rounded to the nearest '000; unaudited)

	Notes		
Receipts			
Cash in Bank	1	$ 1,142	
Net proceeds from sale of 14 industrial condo units	2	19,280	
Rental income and occupancy fees	3	106	
Total Receipts		$ **20,528**	*A*
Disbursements			
Professional fees	4		
Receiver		$ 129	
HST		17	
Receiver's counsel		166	
HST		22	
Repairs, maintenance and construction costs (incl. HST)	5	355	
Receiver's disbursements and administrative expenses (incl HST)	6	31	
Total disbursements		$ **719**	*B*
Net receipts over disbursements		$ **19,809**	*A - B*

Notes

(1) Represents cash in the Company's bank accounts, which was transferred to the Receiver's estate account following the Appointment Date.

(2) Net proceeds from sale of 14 industrial condo units for which the Receiver received vesting Orders from the Ontario Superior Court of Justice dated February 2, 2026. The Appointment Order included approval for the Receiver to complete sale transactions which were entered into by the Company prior to the appointment of the Receiver.

(3) Represents occupancy fees paid by industrial condo unit purchasers prior to completing transactions and rental income from tenants of the Retail Plaza.

(4) Represents fees paid to the Receiver and its counsel.

(5) Includes costs related to various property repairs and maintenance as well as construction development fees, utilities, etc.;

(6) Includes various disbursements and administrative costs of the Receiver, including regulatory fees, appraisals, insurance, etc.

Appendix “R”

Court File No.: CL-26-00000005-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*,
R.S.C. 1985, c. B-3, AS AMENDED

AND IN THE MATTER OF SECTION 101 OF THE *COURTS OF JUSTICE ACT*,
R.S.O. 1990, c. C.43, AS AMENDED

AFFIDAVIT OF TOM MCELROY
(sworn March 23, 2026)

I, Tom McElroy, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a Managing Director at Albert Gelman Inc. ("**AGI**"). Pursuant to an order (the "**Appointment Order**") of the Honourable Justice Steele of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated January 23, 2026, AGI was appointed as receiver and manager (in such capacity, the "**Receiver**") without security, of all present and future assets, undertakings and properties of 2352107 Ontario Inc. (the "**Debtor**"), including the real property known municipally as 175 Melvin Robson Avenue, Aurora, Ontario, 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, and, as such, I have knowledge of the matters hereinafter deposed to..

2. This Affidavit is sworn in support of a motion seeking, among other things, approval of the Receiver's fees and disbursements for the period ending February 28, 2026 (the "**Period**").

3. Pursuant to the Appointment Order, the Receiver has provided services and incurred disbursements, in the amount of $128,516.50 and $156.99 (all excluding HST), respectively, during the Period. Attached hereto and marked as **Exhibit "A"** to this my Affidavit is a summary of all invoices rendered by the Receiver on a periodic basis during the Period (the "**Accounts**").

4. True copies of the Accounts, which include a fair and accurate description of the services provided along with hours and applicable rates claimed by the Receiver, are attached as **Exhibit "B"** to this my Affidavit.

5. In the course of performing its duties pursuant to the Appointment Order, the Receiver's staff has expended a total of 233.0 hours during the Period. Attached as **Exhibit "C"** to this my Affidavit is a schedule setting out a summary of the individual staff involved in the administration of the receivership and the hours and applicable

rates claimed by the Receiver for the Period. The average hourly rate billed by the Receiver during the Period is $551.57.

6. I consider the accounts to be fair and reasonable considering the circumstances connected with this matter.

Sworn remotely by Tom McElroy at Toronto, Ontario before me at Toronto, Ontario in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely, the 23rd day of March 2026

Bryan Adam Gelman, a Commissioner, etc., Province of Ontario, for Albert Gelman Inc. Expires November 22, 2028

Tom McElroy

This is Exhibit "A" referred to in the Affidavit of
Tom McElroy, sworn before me on
March 23, 2026



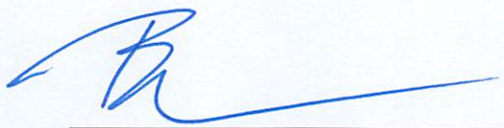
Bryan Adam Gelman, a Commissioner, etc.,
Province of Ontario, for Albert Gelman Inc.
Expires November 22, 2028

Albert Gelman Inc.
In its capacity as Receiver and Manager of 2352107 Ontario Inc.
And not in its personal or corporate capacity
Statement of Accounts

Exhibit A

Invoice #	Period	Fees	Disbursements	Sub total	HST	Total
8745	January 1, 2026 to January 31, 2026	$ 55,863.50	$ 147.60	$ 56,011.10	$ 7,264.10	$ 63,275.20
8773	February 1, 2026 to February 28, 2026	$ 72,653.00	$ 9.39	$ 72,662.39	$ 9,444.89	$ 82,107.28
Total		**$ 128,516.50**	**$ 156.99**	**$ 128,673.49**	**$ 16,708.99**	**$ 145,382.48**

This is Exhibit "B" referred to in the Affidavit of
Tom McElroy, sworn before me on
March 23, 2026



Bryan Adam Gelman, a Commissioner, etc.,
Province of Ontario, for Albert Gelman Inc.
Expires November 22, 2028

ALBERT GELMAN

INVOICE

2352107ONT-HAVEN-ON-R
c/o Albert Gelman Inc.
150 Ferrand Dr., Suite 1503
Toronto, ON

Invoice Date: Feb 8, 2026
Invoice Num: 8745
Billing Through: Jan 31, 2026
File ID: 2352107ONT-HAVEN-ON-R

Re: 2352107 Ontario Inc., in Receivership

Professional Fees:

Date	Employee	Description	Hours	Rate	Amount
1/13/2026	TMCELROY	Review of application record; Review of draft Order and comments to secured creditor counsel re same;	1.00	$595.00	$595.00
1/14/2026	BGELMAN	Call with Jordan K. at Windsor Capital re update on file issues and status; Attend preparation call with Tom McElroy re file review;	1.00	$675.00	$675.00
1/14/2026	TMCELROY	Discuss various pre-appointment matters with B. Gelman;	0.50	$595.00	$297.50
1/16/2026	BGELMAN	Review of endorsement;	0.10	$675.00	$67.50
1/23/2026	BGELMAN	Review of file record, including applicants factum; Prepare for and attend update call with Harvey Chaiton re plan for next steps including APS's scheduled to close; debrief call with Tom McElroy re planning for next steps; Attend call with J. Kupinsky and counsel for Receiver to discuss next steps;	3.00	$675.00	$2,025.00
1/23/2026	TMCELROY	Conference call with B. Gelman and H. Chaiton; Debrief discussion with B. Gelman; Conference call with J. Kupinsky, H. Chaiton and B. Gelman;	1.80	$595.00	$1,071.00
1/24/2026	BGELMAN	Continue with file review and information received from counsel for receiver; attend call with proposed Development Manager; review of interim budget and DM contract;	1.50	$675.00	$1,012.50
1/24/2026	TMCELROY	Call with B. Gelman and A. Forgione;	0.80	$595.00	$476.00
1/25/2026	BGELMAN	Continued review of file documents provided by counsel for debtor and lender; review of DM agreement in draft; review of future budget; Review of unit closing schedules and deficiency list impairing closings; Call with Adam Forgione re DM contract and deficiencies; email to principals of Debtor re notice of Receiver; review of unit documentation from Torkin Manes; Call with Harvey Chaiton; emails to investor group re insurance;	3.00	$675.00	$2,025.00
1/26/2026	BGELMAN	Prepare for and chair introduction with Debtor representatives; Debrief call with AGI team; Attend with representatives of development counsel for Debtor, Torkin Manes, Windsor Capital and Receiver's counsel, Chaitons;	1.60	$675.00	$1,080.00
1/26/2026	CROWE	Initial call with debtor; Debrief and discuss next tasks with team; Prepare notes of call; Read email from T McElroy regarding insurance; Set up folder for trade enquiries;	0.90	$475.00	$427.50
1/26/2026	JDOWDELL	PPSA and Corporate profile search; Format and input creditor listing into ascend.	1.00	$400.00	$400.00
1/26/2026	SPITUCCI	Initial meeting with directors and AGI team to discuss receivership proceedings and next steps; Meeting with Torkin Manes/Chaitons/Windsor RE: closings forthcoming on property and other matters; Prepared items request list for next day onsite visit	1.80	$460.00	$828.00

ALBERT GELMAN

INVOICE

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c/o Albert Gelman Inc.
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Invoice Num: 8745
Billing Through: Jan 31, 2026
File ID: 2352107ONT-HAVEN-ON-R

Re: 2352107 Ontario Inc., in Receivership

1/26/2026	TMCELROY	Conference call with Receiver and Debtor's corp. officers; Internal debrief discussion; Email to corp. officers re urgent matters; Email to Adam P. re site attendance; Email to National Bank; Email to insurance broker; Email to insurance broker; Conference call with Receiver, Windsor Capital, Torkin Maines and Receiver's counsel;	3.90	$595.00	$2,320.50
1/27/2026	BGELMAN	Attend onsite for site tour in Aurora; attend at offices of Haven Developments for file extraction and transition to Receiver; calls with Aaron English and Harvey Chaiton (separately) regarding engagement of Torkin Manes to close real estate transactions; approval of Receivers motion record with Tom McElroy;	5.30	$675.00	$3,577.50
1/27/2026	CROWE	Travel to development; Travel from development to debtor office and return; Meet with site supervisor and tour property; Discuss next steps with T McElroy and B Gelman; Meet with debtor at offices with S Pitucci and collect records and request further deliverables; Debrief T McElroy; Draft site visit memo and follow-up list to obtain from debtor; Review correspondence regarding rent payments; Review commission schedule and invoices;	8.00	$475.00	$3,800.00
1/27/2026	SPITUCCI	Commute to debtor's Aurora properties; Meeting and walkthrough with property consultant A. Forgione / Jae, AGI team and prospective purchasers; Commute to Haven's North York office; Meeting at Haven's head office with N. Tsimidis, AP clerk to interview parties, obtain copies of books and records in relation to the debtor's receivership proceedings; Made edits to C. Rowe's site visit notes and list of to-dos for N. Tsimidis	5.10	$460.00	$2,346.00
1/27/2026	TMCELROY	Travel to/from project for meeting with Adam P., unit occupants and tour site; Review of draft First Report, Ancillary Order, Retail AVO and Condo units form of AVO; Comments to counsel re same; Review of Carbone lease agreement; Comments to Adam P. re same; Sign First Report; Emails to from Haris re Carobone rent reconciliation;	4.70	$595.00	$2,796.50
1/28/2026	BGELMAN	Attend AGI team checklist meeting for delegation of tasks; Attend call with representatives of Chaitons and Torkin Manes re vesting order and timing for closing of transactions; review of statement of law prepared by Chaitons and other materials relevant to vesting order;	2.40	$675.00	$1,620.00
1/28/2026	CROWE	Discuss notice and statement of receiver with S Pitucci; Call with contractor; Correspond with realty closing counsel regarding meeting; Team planning meeting with B Gelman, T McElroy and S Pitucci; Call with cousnel for APS closing, receiver's counsel, counsel for mortgagee regarding closing matters; Summarize meeting for S Pitucci; Review correspondence; Correspond with debtor regarding Google Drive documents; Read email from plaza tenant regarding waste disposal bins, Query with Property manager; Review site visit summary comments from S Pitucci;	3.30	$475.00	$1,567.50
1/28/2026	JDOWDELL	Create case website and upload documents; Corporate searches.	0.60	$400.00	$240.00

ALBERT GELMAN

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c/o Albert Gelman Inc.
150 Ferrand Dr., Suite 1503
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Invoice Num: 8745
Billing Through: Jan 31, 2026
File ID: 2352107ONT-HAVEN-ON-R

Re: 2352107 Ontario Inc., in Receivership

1/28/2026	SPITUCCI	File kickoff meeting with AGI team; Prepared information for J. Dowdell to upload to AGI case website and requested obtaining corporate profile searches; Analysis of HST returns filed for entity in JV agreement with the debtor and noted findings to AGI team; Reviewed corporate profile searches for corporations listed in JV agreement	3.30	$460.00	$1,518.00
1/28/2026	TMCELROY	Internal file review meeting with S. Pitucci, C. Rowe and B. Gelman to delegate tasks and prioritize issues; Conference call with Windsor, Receiver, Receiver's counsel (litigation), Receiver's counsel (transaction) and Adam P.; Emails to/from Nick T. re requests for various documents and information; Email to Debtor's insurance broker; Update case website;	2.70	$595.00	$1,606.50
1/29/2026	BGELMAN	Review of emails pertaining to real estate closings and deficiencies; calls with Development Manager and AGI staff to coordinate same; assist T. McElroy with drafting of Supplementary Report to Court; attend call with Harvey Chaiton, Jordan Kupinsky and Adam Forgione re unit sales and indemnity for AGI;	1.90	$675.00	$1,282.50
1/29/2026	CROWE	Review S Pitucci analysis of HST returns; Discuss court hearing postponement with T McElroy; Read email from development manager regarding consultant engagement; Review property tax interim bill; Call with T McElroy and development manager regarding post-dated cheques and impact on reserve fund; Scan and send post-dated cheques to development manager with comments; Discuss endorsement with T McElroy and B Gelman; Email National Bank regarding funds transfer; Discuss indemnity issue with B Gelman and T McElroy; Review correspondence with counsel regarding listing agreements;	2.20	$475.00	$1,045.00
1/29/2026	JDOWDELL	Update creditor list in ascend; Post document to website.	0.50	$400.00	$200.00
1/29/2026	SPITUCCI	Reviewed Appointment Order, application records, AP listings from debtor & PPSAs and prepared draft Notice and Statement of Receiver with related schedules	2.30	$460.00	$1,058.00
1/29/2026	TMCELROY	Draft supplemental report; Several calls with Adam F. re various matters; Several calls with counsel re content of supplemental report and there matters; Multiple emails from counsel (insolvency), counsel (real estate), Debtor, DM and others; Call with A. English; Review of letter from CBRE; Review and amend notice and statement of Receiver;	6.20	$595.00	$3,689.00
1/30/2026	BGELMAN	Review of draft closing documents and information sent from development counsel; call form Heer Shesh at Torkin Manes; attend, call with development, council and representatives of lender, to discuss next steps regarding closings; Review of email from counsel for retail plaza; review of draft supplementary report to Court;	2.90	$675.00	$1,957.50

ALBERT GELMAN

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Invoice Num: 8745
Billing Through: Jan 31, 2026
File ID: 2352107ONT-HAVEN-ON-R

Re: 2352107 Ontario Inc., in Receivership

1/30/2026	CROWE	Read correspondence regarding various property issues; Read email from counsel for purchaser regarding issues with closing; Read email from CBRE regarding trend on market value; Review property details and call appraiser and leave voicemail; Email appraiser; Review summary of property issues from APS counsel; Read email from T McElroy and development manager regarding NDA; Read emails from development manager regarding snow removal; Call with T McElroy regarding snow removal; Call with appraiser regarding appraisal; Call with counsel and mortgagee regarding closing issues; Call with T McElroy regarding NDA; Email appraiser regarding NDA; Read email from mortgagee regarding retaining SCS; Read email from counsel regarding contract prices and development charges; Send NDA to appraiser; Read and respond to email from appraiser regarding NDA and leases;	3.10	$475.00	$1,472.50
1/30/2026	JDOWDELL	Upload documents to website.	0.10	$400.00	$40.00
1/30/2026	SPITUCCI	Status update meeting with Torkin Manes / AGI team / Chaitons / Windsor RE: unit deficiencies and next steps to close units; Reviewed windfall analysis submitted by Windsor and reconciled to supporting documentation to obtain comfort in submitting in Feb 2nd court hearing	4.50	$460.00	$2,070.00
1/30/2026	TMCELROY	Several class with Adam F.; Review of updated APS issues summary prepared by Torkin; Conference call with Receiver, Torkin Maines, Chaitons LLP and Windsor re next steps re closing APSs; Several calls with counsel; Email to Debtors re SOAs and other matters; Continue drafting supplementary report; Analysis of APS sale prices vs. current market value; Review of letter from CBRE Prepare confidential appendices; Numerous emails to/from counsel re various matters;	7.50	$595.00	$4,462.50
1/31/2026	BGELMAN	Calls with Tom McElroy re report to court and addressing Justice Comments in endorsement; review and responding to emails pertaining to closings and court report details; Attend call with representatives of Torkin Manes, Lender group and Chaitons; Review of revisions to Court Report; attend call with T. McElroy and H. Chaiton re final revisions to report and waterfall of estimated realization and distributions;	3.30	$675.00	$2,227.50
1/31/2026	TMCELROY	Many emails to/from counsel re Supplemental report, APS closings and other matters; Prepare confidential appendices to Supplemental Report; Review of counsel comments to Supplemental Report; Conference call with counsel and Receiver to discuss status of APSs; Call with counsel re finalizing Supplemental Report and other matters; Prepare distribution waterfall analysis; Update case website;	6.70	$595.00	$3,986.50

Total Fees: **$55,863.50**
HST/GST: $7,262.26

Summary by Staff:

ALBERT GELMAN

INVOICE

2352107ONT-HAVEN-ON-R
c/o Albert Gelman Inc.
150 Ferrand Dr., Suite 1503
Toronto, ON

Invoice Date: Feb 8, 2026
Invoice Num: 8745
Billing Through: Jan 31, 2026
File ID: 2352107ONT-HAVEN-ON-R

Re: 2352107 Ontario Inc., in Receivership

	Hours	Rate	Amount
Bryan A Gelman,President, CIRP, LIT	26.00	$675.00	$17,550.00
Chris Rowe,Senior Manager, CA (ANZ)	17.50	$475.00	$8,312.50
Jacqueline Dowdell,Associate	2.20	$400.00	$880.00
Steven Pitucci,Senior Manager, CPA, CA	17.00	$460.00	$7,820.00
Tom McElroy,Managing Director, CPA, CBV, CIRP, LIT	35.80	$595.00	$21,301.00

Disbursements:

Non-Taxable Disbursements

TRAVEL:	$147.60

Taxable Disbursements

PARKING:	$0.00

Total Expenses:	$147.60
HST/GST:	$1.84
Amount Due This Invoice:	**$63,289.36**

Invoice Summary:

TOTAL FEES AND DISBURSEMENTS:	$56,023.42
TOTAL HST/GST:	$7,264.10
TOTAL AMOUNT DUE:	**$63,289.36**

GST/HST Registration # 83741 9514 RT0001

ALBERT GELMAN

INVOICE

2352107ONT-HAVEN-ON-R
c/o Albert Gelman Inc.
150 Ferrand Dr., Suite 1503
Toronto, ON

Invoice Date: Feb 8, 2026
Invoice Num: 8745
Billing Through: Jan 31, 2026
File ID: 2352107ONT-HAVEN-ON-R

Re: 2352107 Ontario Inc., in Receivership

Payment Methods:

Interac e-Transfer:
Payment by e-transfer must include the FILE ID located on the upper corner of the invoice.
Send payment to payments@albertgelman.com.

Electronic Funds Transfer (EFT) / Wire (CDN$):
Beneficiary Bank: The Toronto-Dominion Bank
Branch Address: 161 Bay St., Toronto, Ontario M5J 2T2
Bank Institution Number: 004
Transit: 05002
Account Number: 5252455
Beneficiary Name: Albert Gelman Inc.
Swift Code: TDOMCATTTOR

Cheques:
Payments by cheque can be mailed to:
Albert Gelman Inc.
150 Ferrand Drive, Suite 1503, Toronto, Ontario M3C 3E5

ALBERT GELMAN

INVOICE

2352107ONT-HAVEN-ON-R
c/o Albert Gelman Inc.
150 Ferrand Dr., Suite 1503
Toronto, ON

Invoice Date: Mar 9, 2026
Invoice Num: 8773
Billing Through: Feb 28, 2026
File ID: 2352107ONT-HAVEN-ON-R

Re: 2352107 Ontario Inc., in Receivership

Professional Fees:

Date	Employee	Description	Hours	Rate	Amount
2/1/2026	BGELMAN	Review and comments to Notice and Statement of Receiver;	0.20	$675.00	$135.00
2/1/2026	CROWE	Review correspondence regarding report, closing issues, APS issues, property management issues; Review report;	1.80	$475.00	$855.00
2/1/2026	TMCELROY	Finalize and sign notice and statement of receiver; Several emails to/from counsel re various matters; Email to Nick T. re verify creditor list for NSR; Email to Debtor's insurance broker; Email to Insurance consultant; Update case website;	1.50	$595.00	$892.50
2/2/2026	AZELDIN	Review/respond to enquiries from realtors;	0.20	$585.00	$117.00
2/2/2026	AHAGSHI	Completed Mailing	0.50	$225.00	$112.50
2/2/2026	BGELMAN	Prepare for and attend hearing; Review of endorsement; Call with Harvey Chaiton re list stay by lien claimant; Update call with Jordan Kupinsky; Review of emails and documents pertaining to draft closing documents;	1.90	$675.00	$1,282.50
2/2/2026	CROWE	Discuss court approval of sale with T McElroy; Discuss post-dated cheques with T McElroy; Email closing counsel regarding post-dated cheques; Review correspondence on other property matters; Read and respond to email from realtor regarding listing proposal; Review file correspondence; Discuss realtor solicitation with T McElroy; Summarize and arrange for deposit of cheques with banking team; Call with development manager regarding ongoing services; Discuss service suppliers and development management agreement with T McElroy; Calls with debtor and Development Manager regarding status certificates; Call and email pre-appointment bank regarding balance transfer; Correspond with various parties regarding status certificates and update T McElroy; Call with Windsor and Development Manager regarding Status Certificates; Correspond with counsel and mortgagee regarding status certificates; Call with closing counsel and debtor; Retrieve and share Starbucks lease with appraiser;	5.10	$475.00	$2,422.50
2/2/2026	JDOWDELL	Send our notice and statement to all creditors and directors, and fax to OSB; Prepare affidavit of mailing; Process mail forwarding.	1.00	$400.00	$400.00
2/2/2026	SPITUCCI	Provided instructions to J. Dowdell for mail redirection and sent correspondence to CRA RE: mail redirection and info on outstanding balances & filings	0.50	$460.00	$230.00

ALBERT GELMAN

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2352107ONT-HAVEN-ON-R
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150 Ferrand Dr., Suite 1503
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2/2/2026	TMCELROY	Prep for and attend Court hearing; Correspondence from Debtor; Numerous email from real estate counsel re closing matters; Discuss same with C. Rowe; Review of closing documents; Update case website; Review of Westmount bond premium statements; Email to counsel re same;	2.90	$595.00	$1,725.50
2/3/2026	AZELDIN	Review/respond to realtor enquiries;	0.20	$585.00	$117.00
2/3/2026	BGELMAN	Update call with Tom McElroy re status of closing documents and items needed for closing; Review of draft closing documents and emails pertaining to closings; calls with Tom McElroy re same;	3.00	$675.00	$2,025.00
2/3/2026	CROWE	Discuss status of property closing and service provider issues with T McElroy; Review correspondence; Email and calls with TSE regarding status certificates; Correspond on status certificates, supplier issues, insurance;	8.00	$475.00	$3,800.00
2/3/2026	TMCELROY	Email to counsel re CM agreement; Email to insurance broker; Emails to/from Adam P. re various property manager matters; Update case website; Call with National Bank rep re wire transfer; Call with Grammy Tien re Monthly ECDI report and certificate; Conference call with insurance broker, insurance consultant and Receiver; Many emails to/from TM re transactions counsel; Call with Malcom L. and Adam P. re certificates; Review of form of indemnity; Conference call with Receiver, Receiver's counsel (both insolvency and real estate) and secured creditor; Sign Receiver's Certificates; Email to Insurance broker; Numerous calls with Adam P. re various matters; Review and sign estate trust cheque; Discuss EDCI certificate with Grammy T.; Email to insolvency counsel re same;	5.90	$595.00	$3,510.50
2/4/2026	BGELMAN	Update call with Jordan Kupinsky; Continued review of correspondence and communications with respect to unit closings and meetings with Tom McElroy re details of same;	1.00	$675.00	$675.00

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2/4/2026	CROWE	Review closing correspondence; Read email from status certificate issuer and request board resolution from A Forgione; Correspond with development manager regarding property issues; Correspond with insurance broker for industial condo block; Correspond with snow removal provider; Correspond with condo corp insurer; Read email from D Cherniak regarding occupancy cheque bounce and notify counsel; Create property claim form and send to director; Call with creditor; Correspond with certificate issuer regarding insurance; File planning meeting with T McElroy and S Pitucci; Correspond with counsel regarding property tax issue; Correspond with condo corporation broker regarding insurance; Meet with counsel and mortgagee regarding closing update; Discuss with T McErloy;	6.10	$475.00	$2,897.50
2/4/2026	JDOWDELL	Calls with creditors.	0.10	$400.00	$40.00
2/4/2026	SPITUCCI	Update file checklist of receivership to-do items with T. McElroy and C. Rowe	1.00	$460.00	$460.00
2/4/2026	TMCELROY	Numerous emails to/from counsel re transaction closing matters; Review and sign form of Undertaking re repairs; Several emails to/from Condo insurance broker; Internal meeting with C. Rowe and S. Pitucci re re review file checklist and delegate tasks; Instructions to D. Cherniak re banking matters; Conference call with insolvency counsel, transaction counsel, secured creditor and Receiver;	3.50	$595.00	$2,082.50
2/5/2026	BGELMAN	Review of emails and meetings with AGI re closings and other operational items;	0.30	$675.00	$202.50
2/5/2026	CROWE	Read correspondence from development manager regarding contracts and commission; Review updated distribution statement from counsel; Correspond with Public Disposal regarding continuation of service; Draft cheque requisition for Public invoices post-appointment; Read correspondence regarding closings; Correspond with waste removal contractor; Call with snow removal contractor regarding ongoing service; Review closing correspondence; Call with snow removal contractor; Update development manager on service continuation; Calls with T McElroy, B Gelman, A Forgione and email Windsor regarding A Forgione service invoices; Attend closing update call and brief T McElroy;	4.00	$475.00	$1,900.00
2/5/2026	TMCELROY	Call with G. Tien re various closing matters; Sign Receiver's certificate; Numerous email from counsel, service providers, purchaser, DM, secured creditor and other; Email to insurance broker;	0.90	$595.00	$535.50

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2/6/2026	CROWE	Correspond with waste removal company regarding resumption of service and payment of arrears; Correspond with banking team regarding cheque; Prepare cheque requisition for arrears; Discuss payment for development manager fees with T McElroy; Correspondence regarding contractor agreements and payments; Review closing correspondence; Discuss development manager details with Development Manager and Windsor;	3.40	$475.00	$1,615.00
2/6/2026	TMCELROY	Sign deposit trust certificate; Discuss various contractual and construction related matters with C. Rowe; Instructions to D. Cherniak re banking matters; Approve disbursements; Prepare internal service provider contract summary; Review and sign estate trust cheques;	1.30	$595.00	$773.50
2/8/2026	CROWE	Read emails from Windsor regarding appraisal, T McElroy regarding insurance; Read and respond to email from contractor regarding form of agreement; Review contractor agreement and send to counsel for review; Read email from counsel regarding purchaser deposit;	0.80	$475.00	$380.00
2/8/2026	TMCELROY	Review of condo unit COI and email to Haris / Adam re same; Review of draft appraisal; Email to secured creditor; Draft Receiver's Second Report to Court;	2.60	$595.00	$1,547.00
2/9/2026	CROWE	Read email from mortgagee regarding insurance; Correspond with banking team regarding contractor cheque; Call with contractor regarding agreement; Read emails regarding payment of trades; Read emails regarding incoming wire; Review closing correspondence; Correspond with development manager regarding payment; Read correspondence regarding distribution;	1.20	$475.00	$570.00
2/9/2026	TMCELROY	Discuss banking matters with D. Cherniak; Emails from secured creditor, CM, counsel and others; Email to counsel; Conference call with condo board and Receiver re condo board policy; Email to appraiser; Instructions to D. Cherniak re banking matters; Review and sign estate trust cheques (2); Prepare deposit requisitions; Emails to transaction counsel;	1.50	$595.00	$892.50
2/10/2026	BGELMAN	Catch up on all emails;	0.80	$675.00	$540.00

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2/10/2026	CROWE	Review correspondence regarding closing, insurance and repair works; Read email from T McElroy regarding development agreement; Read email from tenant and request A Forgione investigate blockage; Review lease and ask question about address change; Call with appraiser regarding appraisal changes; Call with A Forgione regarding contractor agreements; Read email from counsel regarding meeting; Discuss call with counsel regarding contractor agreements; Review correspondence regarding unit 4 and virtual turnover meeting; Read correspondence regarding insurance expense;	1.10	$475.00	$522.50
2/10/2026	TMCELROY	Correspondence from secured creditor re distribution of Condo unit proceeds; Email to counsel re same; Review and sign estate trust cheque; Review of Receiver's form of undertaking; Email to counsel re several contracts; Call with Receiver and appraiser re draft appraisal; Discuss banking matters with D. Cherniak; Email to secured creditor re insurance premiums; Call with counsel re form of service provider agreements;	1.70	$595.00	$1,011.50
2/11/2026	BGELMAN	Instructions to counsel re turnover meeting;	0.20	$675.00	$135.00
2/11/2026	CROWE	Read correspodnence regarding insurance and creditor enquiries; Read email from A Forgione regarding Carbone Pizza repair issue and lease amendment; Instruct counsel to provide advice on lease amendment; Discuss Alectra contact with T Scott; Discuss utilities, insurance and contractor agreements with T McElroy; Discuss utilities with S Pitucci; Correspond with Starbucks and waste removal company regarding waste issue; Correspond with development manager regarding contracts; Read correspondence regarding lien claims, closing issues, insurance; Call with CRA regarding pre-appointment filings and RT002 account; Brief S Pitucci on CRA issues; Call with appraiser regarding high level thoughts on retail plaza; Discuss director enquiries with T McElroy; Read emails regarding turnover meeting; Discuss payment of insurance with T McElroy; Call with A Forgione and Windsor regarding A Forgione invoices and contractor work; Discuss with T McElroy and brief B Gelman;	3.50	$475.00	$1,662.50
2/11/2026	SPITUCCI	Prepared and sent letter to Enbridge to have billings and account transferred to the Receiver; Reviewed Enbridge payments in QuickBooks to confirm accounts paid by the debtor; Provided instructions to debtor's controller to file outstanding GST/HST returns as requested by the CRA	1.10	$460.00	$506.00

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2/11/2026	TMCELROY	Review of revised draft appraisal; Email to appraiser re same; Approve disbursement; Correspondence from insurer; Instructions to D. Cherniak re banking matters; Call with counsel re form of agreements with trades and suppliers; Emails from counsel, CM, secured creditor and others; Internal discussion with C. Rowe re various matters;	1.70	$595.00	$1,011.50
2/12/2026	BGELMAN	Review and revisions to contractor contract;	0.50	$675.00	$337.50
2/12/2026	CROWE	Draft contractor agreement with Minahil; Call A Forgione and T McElroy to discuss; Disuss with B Gelman; Amend agreement per T McElroy instruction and send to contractor; Read emails from S Pitucci regarding utility invoices; Prepare cheque requisition for Dellaterra; Correspond with CBRE and A Forgione regarding listing proposals; Read emails from T McElroy regarding Spectra interest in unit 4; Read and respond to email from Minahil roofing regarding agreement; Correspond with signage provider; Review appraisal invoice and process; Prepare cheque requisition and correspond with Minahil; Read and respond to email from S Pitucci regarding HST returns; Review utilities and request further information from A Forgione;	4.30	$475.00	$2,042.50
2/12/2026	SPITUCCI	Reviewed HST returns filed by debtor's controller for October 2025 onwards and raised query on potential change in practices with nominee corporation; Shared CCDC contracts with Delterra team	0.60	$460.00	$276.00
2/12/2026	TMCELROY	Review of Minahil agreement and comments to C. Rowe re same; Emails to/from Adam P.; Email to appraiser; Correspondence from property manager and transaction counsel re Condo cop. turnover meeting; Email to property manager re same; Review and consider emails from counsel to lien creditor, unit purchasers, secured creditor, contractor, utilities, other creditors, property manager, CBRE, site super, Nick T. and others;	1.40	$595.00	$833.00
2/13/2026	BGELMAN	Update call with Jordan K. at Windsor re distribution order; update call with Tom McElroy to coordinate same;	0.20	$675.00	$135.00
2/13/2026	CROWE	Read email from banking team regarding Minahil cheque; Email Minahil; Draft agreement for Anix and send; Discuss A Forgione contract, payment and future trade work with A Forgione; Call with Anix regarding agreement and payment; Call with insurance consultant regarding pre-appointment insurance liability; Call with T McElroy and A Forgione regarding next steps on project;	1.90	$475.00	$902.50

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2/13/2026	TMCELROY	Discuss LCs with city with Adam F.; Discuss next steps re asset realization and other matters with B. Gelman; Review and sign estate trust cheques; Conference call with Adam F. and Chris R. re various construction matters; Emails from Adam P., secured creditor, C. Baker and others; Emails to/from Adam F. re various matters;	1.30	$595.00	$773.50
2/14/2026	CROWE	Draft SCS and Dellaterra agreements and send to A Forgione; Review quote from Anix and request Anix revise; Read email from T McElroy regarding SCS agreement; Call with T McElroy regarding payment schedule with Dellaterra; Amend SCS and Dellaterra contracts per T McElroy instruction;	1.60	$475.00	$760.00
2/15/2026	CROWE	Read emails from contractor regarding adjusted quote; Adjust Anix contract; Read and respond to email from A Forgione regarding contracts; Draft trade tracker;	1.10	$475.00	$522.50
2/16/2026	CROWE	Read email from counsel regarding commission trust issue;	0.10	$475.00	$47.50
2/16/2026	TMCELROY	Correspondence from counsel, DM, service providers and others; Review of various forms of agreements with service providers;	0.50	$595.00	$297.50
2/17/2026	BGELMAN	Review of email from H. Chaiton re legal advice on priority of realtor commission on distribution motion; Call from Jordan K. and Adam F. re common element deficiencies;	1.00	$675.00	$675.00
2/17/2026	CROWE	Correspond with development manager and banking team regarding cheques; Read email from debtor regarding Regional LCs; Correspond with Minahil regarding delivery of cheques; Read and respond to email from development manager regarding payment; Read email from B Gelman regarding realtor commission priority; Call with T McElroy regarding service contracts and other issues; Read email from A Forgione regarding service contracts; Send draft contract to Anix; Review updated insurance certificate and save to file; Correspond with Minahil regarding payment; Coordinate pickup of cheque with T Paul and A Hagshi; Read and respond to email from A Forgione regarding contract for GTA Doors; Call with A Forgione regarding GTA Doors; Read email from Windsor regarding closing amounts; Read email from T McElroy to insurance consultant regarding updated certificate; Update trade schedule;	2.40	$475.00	$1,140.00
2/17/2026	TMCELROY	Discuss contracts and other matters with C. Rowe; Numerous emails from Adam F., service providers, Nick T., Alectra, counsel, etc.; Review and sign estate trust cheque; Review of COI; Email to insurance consultant re same; Review and respond to correspondence from H. Mahmood;	1.20	$595.00	$714.00

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2/18/2026	CROWE	Read email from banking team regarding Minahil cheque; Notify Minahil; Read emails from B Gelman regarding interest bearing account and responsibility for common elements; Read emails from T McElroy regarding creditor enquiries; Call with T McElroy regarding listing proposals and LC payment issue; Read emails from A Forgione regarding size of condos; Read email from A Forgione regarding common expenses; Amend Anix contract per Anix request; Update trade schedule; Request Public recycling information from debtor; Correspond with A Forgione regarding door repair trade; Respond to Alectra regarding utility setup; Review Anix invoices and prepare cheque requisition; Save executed agreement to file; Update trade schedule;	1.90	$475.00	$902.50
2/18/2026	TMCELROY	Review and respond to counsel for CRBE; Email to counsel for pre-appointment trade creditor; Instructions to D. Cherniak re banking matters; Review of NB LC premium statements; Discuss next steps re same with C. Rowe; Discuss process for obtaining listing proposals with C. Rowe; Review and sign two service contracts;	1.00	$595.00	$595.00
2/19/2026	BGELMAN	Updates with Tom McElroy re ongoing issues, NDA's, realtor selection; call from John Kudari; call with Jordan Kupinsky;	0.80	$675.00	$540.00
2/19/2026	CROWE	Correspond with contractor and banking team regarding payment; Review correspondence; Correspond with creditors; Correspond with A Forgione regarding trades; Draft contract for Zendoors; Update trade schedule; Complete contract for Public Recycling;	1.80	$475.00	$855.00
2/19/2026	TMCELROY	Email to counsel; Review and sign estate trust cheque; Call with Adam F. re various construction listing of Plaza and Industrial units; Emails to/from insurance broker; Discuss marketing and sales process for Condo units and retail plaza; Email to counsel re NDA for prospective purchasers; Emails to/from secured creditor re various matters; Review and respond to correspondence from NB re letter of credit fees; Correspondence from counsel, counsel to C&W, corp. officers of the Debtor, secured creditor, Adam F. and others;	1.90	$595.00	$1,130.50
2/20/2026	BGELMAN	Meeting with representatives of WIndsor Capital, development manager, AGI and counsel for Receiver to discuss next steps;	1.00	$675.00	$675.00
2/20/2026	CROWE	Read and respond to creditor enquiry; Conference call with counsel, development manager and mortgagee regarding current property issues; Discuss contractor retention protocols with T McElroy;	1.80	$475.00	$855.00

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2/20/2026	TMCELROY	Draft Second Report to Court; Conference call with Receiver, Receiver's counsel and secured creditor; Call with Adam F. re various matters; Emails from Adam F., representatives of the Debtor and others; Email to Lennards and Colliers re listing proposals for unsold condo units; Email to retail plaza tenants re notice of Receivership; Review of liability coverage quote from insurance broker re unsold condo units; Emails to A. English re various matters;	6.10	$595.00	$3,629.50
2/21/2026	CROWE	Review correspondence from T McElroy regarding retail plaza; Send leases to T McElroy; Review general correspondence; Request updated contact information for purchasers from closing counsel; Request counsel amend NDA for realtors;	0.40	$475.00	$190.00
2/21/2026	TMCELROY	Email to counsel to Westmount; Review and respond to correspondence from NB re LCs and statements; Email to Adam F. re rent income reconciliation;	0.40	$595.00	$238.00
2/22/2026	TMCELROY	Review and sign estate trust cheque;	0.10	$595.00	$59.50
2/23/2026	BGELMAN	Review of emails from counsel re units 12/13 and common element deficiencies; Review and email to secured creditor re indemnity; Update and planning call with Tom McElroy;	0.80	$675.00	$540.00
2/23/2026	CROWE	Discuss invoice payment procedure with T McElroy; Call with interested purchaser; Update schedule; Query blocks of vacant land with A Forgione; Review correspondence; Discuss report with T McElroy; Review NDA from counsel; Discuss with T McElroy; Request changes from counsel; Correspond with Dellaterra regarding utility issues; Read correspondence regarding closing of units 12/13 and marketing of retail plaza; Draft list of action items resulting from previous meeting;	1.90	$475.00	$902.50
2/23/2026	TMCELROY	Review and execute contract with trade; Correspondence from insolvency counsel, transaction counsel, retail plaza tenant, Adam F. and others; Review and sign Receiver's undertaking; Internal discussion with C. Rowe re various matters; Review of action item summary prepared by C. Rowe; Review and sign estate trust cheque; Review and sign GIC authorization;	1.40	$595.00	$833.00
2/24/2026	BGELMAN	Call with Harvey Chaiton re receivers motion, agenda for motion, opinion on security; call with Tom McElroy re delegation of tasks;	0.50	$675.00	$337.50

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2/24/2026	CROWE	Discuss Public payment with T McElroy; Amend rolling task list per T McElroy instruction and send to group; Read email from snow removal contractor and request update from banking team on cheque; Update task list per B Gelman comment; Correspond with banking team and Anix regarding collection of cheque; Call with realtor regarding commissions; Read email from T McElroy to Starbucks regarding rent collection arrangement; Correspond with Dellaterra regarding Alectra invoice and locksmith invoice; Discuss Electra invoice with T McElroy; Update task list per T McElroy instruction; Correspond with Dellaterra regarding Alectra enquiry; Process cheque requisition for locksmith; Correspond with realtor regarding retail plaza; Correspond with development manager regarding agreements; Update trade agreement schedule;	2.00	$475.00	$950.00
2/24/2026	HSIVANATHAN	Banking- Sent email to Versa and Setup the GIC' s and posted in the Ascend.	0.90	$400.00	$360.00
2/24/2026	TMCELROY	Conference call with tenant (Carbone) and Adam F.; Email to tenant (Carbone) re rental payments; Email to representative of Starbucks; Call with Adam F. to discuss various matters; Emails from Nick T.; Adam F., counsel, various trades, site super and others; Email to counsel re security opinion; Email to principal of Carbone (tenant);	1.90	$595.00	$1,130.50
2/25/2026	BGELMAN	Prepare for and attend meeting with representatives of Windsor Capital, Development manager and counsel for Receiver;	1.30	$675.00	$877.50
2/25/2026	CROWE	Discuss communication protocol for S Pitucci; Read email from realtor regarding commission and recommend response to T McElroy; Update task list schedule following comment from A Forgione; Read email from trade and request advice from A Forgione; Authorize snow removal work; Request direction on CAM reconciliation and authorizing downloads in Google Drive of N Tsimidis; Attend call with A Forgione, Windsor and counsel and update rolling task list;	1.70	$475.00	$807.50
2/25/2026	TMCELROY	Email to counsel re security opinion; Review and respond to correspondence from pre-appointment condo unit listing agent; Call with B. Shami (NBC) re LCs; Call with representative of Starbucks; Conference call with counsel, Adam F., secured creditor and Receiver; Emails from Adam F., Laurent S., counsel, Starbucks, Nick T. and others;	1.90	$595.00	$1,130.50
2/26/2026	BGELMAN	Review and comments to NDA;	0.20	$675.00	$135.00

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2/26/2026	CROWE	Update task list from call with counsel, Windsor and Development Manager; Read correspondence regarding payments and closing of units 12/13; Commence drafting template response to commission claimants; Call with M Zeldin regarding deadline to submit listing proposal; Discuss payment protocol with T McElroy; Meet with A Forgione regarding payment protocol and onsite meeting with debtor; Read email from A Forgione regarding Alectra invoice; Correspond with debtor regarding downloadable documents; Send security file to independent counsel for review;	3.30	$475.00	$1,567.50
2/26/2026	TMCELROY	Internal discussion with C. Rowe re process for payment of trades/suppliers; Call with representatives of CBRE re potential offers to purchase retail plaza; Call with C. Rowe and Adam F. re process for payment of trades and suppliers going forward; Correspondence from Alectra re service disconnection; Email to Alectra re same; Email to Insurance broker re additional liability coverage; Review and respond to correspondence from prospective purcahser; Approve disbursement to pay LC fees; Review of and comments to counsel re Deleterra's form of contract; Review and sign estate trust cheques;	2.20	$595.00	$1,309.00
2/27/2026	BGELMAN	Review of communications regarding closing for units 12 and 13; call with A. Forgione re deficiencies; call with Aaron English re same;	0.60	$675.00	$405.00
2/27/2026	CROWE	Discuss task list and tracking of expenses with T McElroy; Review correspondence regarding payment of utilities and other expenses; Review correspondence regarding Unit 12/13 undertakings; Review requested undertakings; Review form of listing proposal NDA and save to LAN; Review digital documents from debtor; Call with building inspector regarding proposal, scope and quote;	1.20	$475.00	$570.00
2/27/2026	JDOWDELL	Corp profile search.	0.10	$400.00	$40.00
2/27/2026	TMCELROY	Voicemail from trade; Approve overdue Alectra payment; Call with Adam F. and CWD re Inspection report re common elements; Call with and email to owner of Dairy Queen franchise; Email to realtors re listing proposals for retail plaza; Call with D. Hoffman re listing proposal; Review of deficiency summary of expenses and email to Adam F. re same; Review letter from TM re tender of Units 12 and 13; Emails from secured creditor, Adam F., transaction counsel, insolvency counsel and others; Update summary of outstanding action items list and circulate to counsel; Continue drafting Second report to Court; Prepare Receiver's affidavit; Prepare interims SRD;	6.80	$595.00	$4,046.00

Total Fees: **$72,653.00**

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Toronto, ON

Invoice Date: Mar 9, 2026
Invoice Num: 8773
Billing Through: Feb 28, 2026
File ID: 2352107ONT-HAVEN-ON-R

Re: 2352107 Ontario Inc., in Receivership

HST/GST: $9,444.89

Summary by Staff:

	Hours	Rate	Amount
Adam Zeldin,Managing Director, CPA, CA, CIRP, LIT	0.40	$585.00	$234.00
Aidan Hagshi,Junior Associate	0.50	$225.00	$112.50
Bryan A Gelman,President, CIRP, LIT	14.30	$675.00	$9,652.50
Chris Rowe,Senior Manager, CA (ANZ)	62.40	$475.00	$29,640.00
Haran Sivanathan,Manager, Administration and Operations	0.90	$400.00	$360.00
Jacqueline Dowdell,Associate	1.20	$400.00	$480.00
Steven Pitucci,Senior Manager, CPA, CA	3.20	$460.00	$1,472.00
Tom McElroy,Managing Director, CPA, CBV, CIRP, LIT	51.60	$595.00	$30,702.00

Disbursements:

Non-Taxable Disbursements

TRAVEL: $9.39

Total Expenses: $9.39

Amount Due This Invoice: **$82,107.28**

Invoice Summary:	
TOTAL FEES AND DISBURSEMENTS:	$72,662.39
TOTAL HST/GST:	$9,444.89
TOTAL AMOUNT DUE:	**$82,107.28**

GST/HST Registration # 83741 9514 RT0001

ALBERT GELMAN

INVOICE

2352107ONT-HAVEN-ON-R
c/o Albert Gelman Inc.
150 Ferrand Dr., Suite 1503
Toronto, ON

Invoice Date: Mar 9, 2026
Invoice Num: 8773
Billing Through: Feb 28, 2026
File ID: 2352107ONT-HAVEN-ON-R

Re: 2352107 Ontario Inc., in Receivership

Payment Methods:

Interac e-Transfer:
Payment by e-transfer must include the FILE ID located on the upper corner of the invoice.
Send payment to payments@albertgelman.com.

Electronic Funds Transfer (EFT) / Wire (CDN$):
Beneficiary Bank: The Toronto-Dominion Bank
Branch Address: 161 Bay St., Toronto, Ontario M5J 2T2
Bank Institution Number: 004
Transit: 05002
Account Number: 5252455
Beneficiary Name: Albert Gelman Inc.
Swift Code: TDOMCATTTOR

Cheques:
Payments by cheque can be mailed to:
Albert Gelman Inc.
150 Ferrand Drive, Suite 1503, Toronto, Ontario M3C 3E5

This is Exhibit "C" referred to in the Affidavit of
Tom McElroy, sworn before me on
March 23, 2026

Bryan Adam Gelman, a Commissioner, etc.,
Province of Ontario, for Albert Gelman Inc.
Expires November 22, 2028

Albert Gelman Inc. **Exhibit C**
In its capacity as Receiver and Manager of 2352107 Ontario Inc.
And not in its personal or corporate capacity
Statement of Accounts

Staff member	Position	Hours worked	Avg. Hourly rate ($)	Total ($)
Bryan Gelman, CIRP, LIT	Senior Managing Director	40.3	675.00	27,202.50
Tom McElroy, CPA, CA, CBV, CIRP, LIT	Managing Director	87.4	595.00	52,003.00
Adam Zeldin, CPA, CA, CIRP, LIT	Managing Director	0.4	585.00	234.00
Chris Rowe, CPA (ANZ)	Senior Associate	79.9	475.00	37,952.50
Steven Pitucci, CPA, CA	Associate	20.2	460.00	9,292.00
Haran Sivanathan	Associate	0.9	400.00	360.00
Jacqueline Dowdell	Estate Administrator	3.4	400.00	1,360.00
Aidan Hagshi	Junior Estate Administrator	0.5	225.00	112.50
		233.0	551.57	128,516.50

Appendix “S”

Court File No.: CL-26-00000005-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP and WINDSOR II LIMITED PARTNERSHIP

Applicants

- and -

2352107 ONTARIO INC.

Respondent

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

AFFIDAVIT OF DAVID IM

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

1. I am a lawyer with the law firm of Chaitons LLP ("**Chaitons**"), lawyers for the Court-appointed receiver (the "**Receiver**"), Albert Gelman Inc., and, as such, have knowledge of matters set out below.

2. Attached hereto and marked as **Exhibit "A"** are copies of the accounts issued by Chaitons to the Receiver for the time period commencing January 24, 2026 and ending February 28, 2026, totalling $100,806.50 (comprised of fees of $86,821.00 disbursements of $2,503.74 and HST of $11,481.76) with respect to this proceeding.

3. Attached hereto as **Exhibit "B"** is a summary of additional information with respect to the accounts referred to in paragraph 2 above, indicating all members of Chaitons who have worked on this matter, their

year of call to the bar, total time charged and hourly rates, and I hereby confirm that this list represents an accurate account of such information.

4. I confirm that the accounts described in paragraph 2 above accurately reflect the services provided by Chaitons in this matter and the fees and disbursements claimed by it from January 24, 2026 and ending February 28, 2026.

Sworn before me by videoconference by the affiant at the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, this 23rd day of March, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits
(or as may be)

Maleeha Anwar (LSO No. 92961B)

David Im

THIS IS EXHIBIT "A" TO
THE AFFIDAVIT OF DAVID IM
SWORN BEFORE ME THIS 23RD DAY OF
MARCH, 2026



A Commissioner, etc.

Chaitons LLP

ALBERT GELMAN INC.
100 SIMCOE STREET
SUITE 125
TORONTO, ON M5H 3G2

Invoice Date: January 31, 2026
Invoice Number: 412136
Our File: 008420-0104780

Re: RECEIVERSHIP OF 2352107 ONTARIO INC.

FOR PROFESSIONAL SERVICES RENDERED on this matter up to and including January 31, 2026

PROFESSIONAL FEES		
SUBJECT TO HST	38,644.00	
SUB-TOTAL		$38,644.00
DISBURSEMENTS		
SUBJECT TO HST	1,458.10	
Costs (Non-Taxable)	820.35	
SUB-TOTAL		$2,278.45
Net Total		$40,922.45
HST at 13.00%		$5,213.27
GRAND TOTAL		**$46,135.72**

Amount payable on the current invoice	$46,135.72
Plus outstanding invoices on this matter	$0.00
Amount Due	**$46,135.72**
Trust Balance	**$0.00**

Please Remit to:

Mail To:
Chaitons LLP
5000 Yonge St,
10th Floor,
Toronto, ON, M2N 7E9
Canada

Wire Instructions:
Bank of Montreal
4841 Yonge Street
Toronto, Ontario M2N 5X2
Bank#: 001 Transit#: 24892 CC: 000124892
Swift Code (international): BOFMCAM2
Account# 24891029697
(Please Reference Invoice Number)

HST No R124110933

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 5% per annum commencing one month after delivery of this account.

Client: ALBERT GELMAN INC.
Matter: RECEIVERSHIP OF 2352107 ONTARIO INC.

Invoice Date: January 31, 2026
Invoice Number: 412136
Matter Number: 0104780

PROFESSIONAL FEES

Date	Initials	Description
01/24/2026	HGC	Various emails; telephone call with D. Im re motion for vesting orders; telephone call with R. Miller;
01/24/2026	RAM	Call and e-mails with H. Chaiton to confirm no potential post-closing receiver liability concerns and review template purchase agreement in connection therewith;
01/24/2026	DIM	Call with H. Chaiton re preparing motion materials for vesting orders;
01/25/2026	HGC	Review draft motion for vesting orders; various emails;
01/25/2026	DIM	Preparing motion materials re vesting orders;
01/26/2026	HGC	Telephone conference call with receiver, Windsor and real estate lawyers; telephone call with D. Im re court materials;
01/27/2026	VKO	Call with D. Im re. draft orders. Reviewing draft orders.
01/27/2026	HGC	Telephone call with D. Im to discuss report and order; various emails; telephone call with B. Gelman; emails to A. English with respect to continuing to work on RE sales for receiver;
01/27/2026	DIM	Call with H. Chaiton re motion materials and amending same; sending to AGI for review and comments; compiling the appendices; preparing the notice of motion; memos to and from L. Scanlon, H. Chaiton, B. Gelman and T. McElroy; preparing the confidential brief of appendices; memos from A. English re continuing to act on project;
01/28/2026	HGC	Telephone conference call with receiver, company lawyers and Windsor re closings; review and provide comments on draft factum; prepare for motion; various emails and telephone calls;
01/28/2026	MWO	Receive instructions and review correspondence re draft closing documents and revisions to reflect sale particulars;
01/28/2026	DIM	Memos to and from D. Mahony; preparing the statement of law and serving same; memos to and from H. Rosenberg, counsel to lien claimant; amending service list; sending service email re application hearing Zoom link; call with H. Rosenberg; memos to counsel to McQueen Maintenance, a lien claimant; updating the draft vesting orders and uploading same to Caselines;
01/29/2026	HGC	Prepare for and attend hearing before Justice Myers; telephone calls with respect to preparation of supplementary report and evidence of values; telephone call with lawyer for Element Mechanical; emails with H. Rosenberg; review sample lien regularization orders; various emails and telephone calls;
01/29/2026	MLA	Researching Lien Regularization Orders;
01/29/2026	MWO	Complete review and revisions to draft purchaser and closing documents; receive instructions re Units 7-10 and review Agreement of Purchase and Sale, Disclosure Statement, condominium plan, Receivership Order and related correspondence and documents; consider issues and prepare draft responses to inquiries;
01/29/2026	DIM	Attending the motion; researching cases where receiver completed pre-receivership sale agreement; call with Drudi Alexiou Kuchar, counsel to Elements Air Systems; reviewing memos from Torkin Manes, Albert Gelman, liens claimants, Windsor Capital; memos to and from M. Willis-O'Connor; preparing an indemnity agreement;
01/30/2026	BVA	Email correspondence and Teams calls with D. Im re research pertaining to vesting orders; research re vesting orders in relation to agreements of purchase and sale;

Client: ALBERT GELMAN INC.
Matter: RECEIVERSHIP OF 2352107 ONTARIO INC.

Invoice Date: January 31, 2026
Invoice Number: 412136
Matter Number: 0104780

Date	Initials	Description
01/30/2026	HGC	Telephone conference call with Windsor and receiver representatives and lawyers; telephone call with company lawyer; various telephone calls and emails;
01/30/2026	MWO	Revise and finalize revisions to draft closing documents; deliver clean and blacklined copies and advise; complete responses to inquiries re Units 7-10 and deliver for review; receive instructions and provide draft form of Non-Disclosure Agreement re opinion of value;
01/30/2026	DIM	Preparing indemnity agreement; call with H. Chaiton; research re vesting orders under s. 100 CJA; memos to and from counsel to lien claimants; reviewing memos from H. Chaiton and other counsel re planning next steps for motion; amending the service list;
01/31/2026	HGC	Work with D. Im and receiver to revise and finalize Supplemental Report; various telephone conference calls with Windsor, receiver and lawyers to discuss closing issues with respect to condo APSs, value information and alleged deficiencies; email to lien lawyers proposing language to avoid need for perfection of their clients' liens; various emails;
01/31/2026	DIM	Receiving and providing comments on the First Supplement to the First Report of the Receiver; call with H. Chaiton to discuss the receiver's report and the indemnity agreement and amending same; compiling the report and preparing the confidential brief of appendices; call with T. McElroy;
		To all matters of a general nature not more particularly referred to herein;

LAWYERS' SUMMARY:

Lawyers and legal assistants involved	Hourly Rate	Hours Billed	Total Billed
Brandon Vale	250.00	5.00	1,250.00
David Im	415.00	35.70	14,815.50
Harvey G. Chaiton	1,100.00	15.20	16,720.00
Maleeha Anwar	395.00	0.30	118.50
Mark Willis-o'connor	695.00	7.00	4,865.00
Robert Miller	950.00	0.50	475.00
Valerie Koch	250.00	1.60	400.00
Total		**65.30**	**$38,644.00**
HST at 13.00%			$5,023.72

DISBURSEMENTS:

Subject To HST

Description	Amount
Internet Search Fee Taxable - S84	268.80
Teranet Electronic Registration Fee Taxable - ST2	65.00

HST No R124110933

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 5% per annum commencing one month after delivery of this account.

Client: ALBERT GELMAN INC.
Matter: RECEIVERSHIP OF 2352107 ONTARIO INC.

Invoice Date: January 31, 2026
Invoice Number: 412136
Matter Number: 0104780

Description	Amount
Teranet Fee Taxable - S88	11.90
Teraview Charges Taxable - S86	1,112.40
Total	**$1,458.10**

Non-Taxable

Description	Amount
Government Disbursement Internet Search Non-tax. - S90	112.00
Registration/Filing Fee(s) Non-taxable - S08	71.55
Teraview Charges Non-taxable - S87	636.80
Total	**$820.35**

TOTAL DISBURSEMENTS	**$2,278.45**
HST at 13.00%	$189.55
GRAND TOTAL	**$46,135.72**

CHAITONS LLP



per: _____
Harvey Chaiton

HST No R124110933

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 5% per annum commencing one month after delivery of this account.

Chaitons LLP

ALBERT GELMAN INC.
100 SIMCOE STREET
SUITE 125
TORONTO, ON M5H 3G2

Invoice Date: February 28, 2026
Invoice Number: 412872
Our File: 008420-0104780

Re: RECEIVERSHIP OF 2352107 ONTARIO INC.

FOR PROFESSIONAL SERVICES RENDERED on this matter up to and including February 28, 2026

PROFESSIONAL FEES		
SUBJECT TO HST	48,177.00	
SUB-TOTAL		$48,177.00
DISBURSEMENTS		
SUBJECT TO HST	42.19	
Costs (Non-Taxable)	183.10	
SUB-TOTAL		$225.29
Net Total		$48,402.29
HST at 13.00%		$6,268.49
GRAND TOTAL		**$54,670.78**

Amount payable on the current invoice	$54,670.78
Plus outstanding invoices on this matter	$0.00
Amount Due	**$54,670.78**
Trust Balance	**$0.00**

Please Remit to:

Mail To:
Chaitons LLP
5000 Yonge St,
10th Floor,
Toronto, ON, M2N 7E9
Canada

Wire Instructions:
Bank of Montreal
4841 Yonge Street
Toronto, Ontario M2N 5X2
Bank#: 001 Transit#: 24892 CC: 000124892
Swift Code (international): BOFMCAM2
Account# 24891029697
(Please Reference Invoice Number)

HST No R124110933

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 5% per annum commencing one month after delivery of this account.

Client: ALBERT GELMAN INC.
Matter: RECEIVERSHIP OF 2352107 ONTARIO INC.

Invoice Date: February 28, 2026
Invoice Number: 412872
Matter Number: 0104780

PROFESSIONAL FEES

Date	Description
01/28/2026	Review and sign Application to Register Court Order;
02/01/2026	Review materials for motion; various emails;
02/01/2026	Call with H. Chaiton re motion materials; preparing the affidavit of service; memos to and from Windsor, lien claimants and the Receiver;
02/02/2026	Final preparation for motion; attend motion for vesting orders which were granted; various emails and telephone calls;
02/02/2026	Call with H. Chaiton to discuss indemnity and amending same; amending the draft ancillary order in connection with the February 2 motion and sending same to Justice Myers; serving the orders and endorsement of Justice Myers on the Service List; memo to Court registrar re incorrect order and correcting same;
02/03/2026	Communication with M. Willis-O'Connor and completing writ of execution search and review of the application for vesting order; updating application for vesting order for units 1, 2 and 3 and making minor corrections to the same;
02/03/2026	Internal telephone conference call with respect to closing documents prepared by Torkin Manes; telephone call with D. Im; emails with AGI; emails with J. MacLelland;
02/03/2026	Telephone conference call with receiver, Windsor and lawyers re closings; discussion with M. Willis-O'Connor re closing documents and with respect to commissions payable to agents; various emails and telephone calls;
02/03/2026	Receive instructions and attend meeting to discuss closing documents and related matters; review and revise draft closing documents and prepare additional closing documents; deliver copies to real estate solicitor and advise; exchange correspondence; telephone call with client; attend call to review real estate commission documents and next steps;
02/03/2026	Reviewing memos from the Receiver, Torkin Manes and Windsor Private Capital re closing documents for Condo Units; call with H. Chaiton and M. Willis-O'Connor re closing documents; sending entered and issued vesting orders to Torkin Manes;
02/04/2026	Telephone conference call with receiver, Windsor and lawyers with respect to condo closings; various emails;
02/04/2026	Receive and respond to inquiries from vendor's solicitor re closing issues and closing documents; telephone call and advise re construction deficiency matters and next steps for release;
02/04/2026	Memo to Windsor Private Capital re draft Indemnity Agreement; reviewing email correspondences from Torkin Manes, Windsor and AGI; email correspondence with the CLO re amendment to the vesting order and obtaining same; memo to the City of Aurora requesting tax certificate for the property;
02/05/2026	Receive and respond to inquiries from vendor's solicitor and coordinate execution of revised closing documents; exchange correspondence and advise re unit closings;
02/05/2026	Finalizing the Notice of Motion and Factum for the Receiver's motion re sale approval, distribution and discharge; memo to L. Scanlon re Condo Unit closings and providing disbursement tracker and statements of adjustment;
02/06/2026	Various emails;
02/06/2026	Review of email correspondences re Condo Unit closings;

Client: ALBERT GELMAN INC.
Matter: RECEIVERSHIP OF 2352107 ONTARIO INC.

Invoice Date: February 28, 2026
Invoice Number: 412872
Matter Number: 0104780

Date	Description
02/09/2026	Review development management agreement and SCS Fee proposal;
02/09/2026	Reviewing memos from Torkin Manes and Windsor Private Capital; memo to AGI re indemnity agreement and amending same;
02/10/2026	Telephone call with T. McElroy; review contracts; emails with R. Miller; telephone call with J. Kupinsky;
02/10/2026	Reviewing email correspondences from the Receiver, Windsor Private Capital re Condo Unit closing status; memo to and from L. Scanlon; memos to and from H. Chaiton re amending the Indemnity Agreement;
02/11/2026	Review contracts provided by T. McElroy; telephone call with T. McElroy; various emails;
02/12/2026	Several emails;
02/12/2026	Emails with H. Chaitons re questions about proposed agreement format, questions about fees; call with R. Miller to obtain details of background of file; review fee quote letter and draft development management agreement; draft engineering services agreement, review and edit; draft development management agreement, review and edit; emails with H. Chaitons to provide draft agreements and advise of draft notes for clients review;
02/13/2026	Review and edit development management agreement; review and edit engineering services agreement; emails with H. Chaitons agreements and flag draft notes for clients review;
02/16/2026	Review and comment on draft development management and engineer agreements; emails with V. Powers; review broker listing agreements and condo APS terms with respect to commissions; preliminary legal research; email to AGI advising that broker commission claims are unsecured; telephone call with a. English; various emails;
02/17/2026	To review and edit agreement for development management services; to review and edit agreement for civil engineering services; emails with H. Chaitons and R. Miller;
02/17/2026	Telephone call with J. Kupinsky; emails with J. MacLellan; various emails;
02/18/2026	Review and edit engineering services agreement; review and edit development management agreement; emails with H. Chaitons and R. Miller;
02/18/2026	Receive and review correspondence; review Disclosure Statement and Agreement of Purchase and Sale; prepare and deliver suggested response to inquiries re common element deficiencies;
02/18/2026	Memos from Windsor Private Capital, the Receiver and Torkin Manes re status of sale of Condo Units 12 and 13; reviewing procedure to perfect construction liens; email to H. Chaiton re responding to D. Mahony, counsel to lien claimants;
02/19/2026	Reviewing and revising the NDA for prospective purchasers; reviewing disclosure statements and APSs; memos to and from Windsor and Torkin Manes re warranty for common elements;
02/20/2026	Telephone conference call with receiver, Windsor and property manager with respect to various matters; telephone call and emails with A. English re deposits; telephone call with lawyer for purchaser of plaza; emails with lawyer for Westmount; telephone call and emails with R. Miller;
02/22/2026	Call with H. Chaiton re. research questions.
02/22/2026	Review draft Development Management Agreement and Civil Engineering Services Agreement; email comments thereon;

HST No R124110933

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 5% per annum commencing one month after delivery of this account.

Client: ALBERT GELMAN INC.
Matter: RECEIVERSHIP OF 2352107 ONTARIO INC.

Invoice Date: February 28, 2026
Invoice Number: 412872
Matter Number: 0104780

Date	Description
02/23/2026	Telephone call with lawyer for plaza purchaser; telephone call with A. English and D. Bourassa; review form of NDA and revisions thereto; various emails and telephone calls with respect to common elements and purchasers' obligations to close notwithstanding common elements incomplete; review research memo and cases from student; various emails and telephone calls;
02/23/2026	Review and edit engineer services agreement; review and edit development management agreement; emails with H. Chaitons, draft response to comments; emails with R. Miller;
02/23/2026	Telephone calls to discuss common element deficiency obligations and related matters; review Assumption Agreement, Subdivision Agreement and Site Plan Agreement and prepare and deliver comments re common element and unit grading issues; receive instructions and prepare revisions to Non-Disclosure Agreement re sale of retail plaza;
02/23/2026	Researching affirmation of a contract by a receiver and whether a receiver is a declarant. Drafting email to H. Chaiton re the same.
02/24/2026	Revise indemnity agreement between AGI and Windsor; telephone call with lawyer for plaza purchaser; review draft Services Agreements; review legal research; emails with h. Rosenberg; various telephone calls;
02/24/2026	Receive instructions and prepare Non-Disclosure Agreement and advise; receive and respond to inquiry re case law with respect to whether a receiver is a declarant under Condominium Act;
02/25/2026	Telephone conference call with receiver, Windsor and advisors; various emails;
02/26/2026	Revise and finalize draft Non-Disclosure Agreement re listing proposal for condominium units; deliver copy to client with additional comments;
02/26/2026	Emails with H. Chaitons, review revised agreement;
02/27/2026	Telephone calls and correspondence from client re Non-Disclosure Agreement for listing condominium units and preparation of Asset Purchase Agreements for unsold properties; review Condominium Act and advise re disclosure statement requirements; complete Non-Disclosure Agreement and deliver to client; advise re preparation of Asset Purchase Agreements; telephone call and correspondence re revised draft Construction Agreement and respond to client;
02/27/2026	Review revised agreement; call with M. Willis O'Connor; emails with H. Chaitons to advise of comments and format;
	To all matters of a general nature not more particularly referred to herein;

LAWYERS' SUMMARY:

Lawyers and legal assistants involved	Hourly Rate	Hours Billed	Total Billed
Camelia Singh	295.00	0.50	147.50
David Im	415.00	13.10	5,436.50
Harvey G. Chaiton	1,100.00	18.20	20,020.00
Luca Imbrogno	415.00	0.10	41.50
Mark Willis-o'connor	695.00	19.20	13,344.00

HST No R124110933

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 5% per annum commencing one month after delivery of this account.

Client: ALBERT GELMAN INC.
Matter: RECEIVERSHIP OF 2352107 ONTARIO INC.

Invoice Date: February 28, 2026
Invoice Number: 412872
Matter Number: 0104780

Lawyers and legal assistants involved	Hourly Rate	Hours Billed	Total Billed
Robert Miller	950.00	0.30	285.00
Valerie Koch	250.00	7.30	1,825.00
Victoria Powers	475.00	14.90	7,077.50
Total		**73.60**	**$48,177.00**
HST at 13.00%			$6,263.01

DISBURSEMENTS:

Subject To HST

Description	Amount
Courier and Taxi Charges Taxable - S92	14.59
Teraview Charges Taxable - S86	27.60
Total	**$42.19**

Non-Taxable

Description	Amount
Tax Certificate(s) Non-taxable - S03	170.00
Teraview Charges Non-taxable - S87	13.10
Total	**$183.10**

TOTAL DISBURSEMENTS	**$225.29**
HST at 13.00%	$5.48
GRAND TOTAL	**$54,670.78**

CHAITONS LLP



per: _____
Harvey Chaiton

HST No R124110933

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 5% per annum commencing one month after delivery of this account.

THIS IS EXHIBIT "B" TO
THE AFFIDAVIT OF DAVID IM
SWORN BEFORE ME THIS 23RD DAY OF
MARCH, 2026.



A Commissioner, etc.

SUMMARY

Lawyer	Year of Call	Hours Billed	Hourly Rate	Amount Billed
Harvey G. Chaiton	1982	33.40	$1,100.00	$36,740.00
Robert Miller	1984	0.80	$950.00	$760.00
Mark Willis-O'Connor	2013	26.20	$695.00	$18,209.00
Victoria Powers	2019	14.90	$475.00	$7,077.50
David Im	2024	48.80	$415.00	$20,252.00
Luca Imbrongo	2024	0.10	$415.00	$41.50
Maleeha Anwar	2025	0.30	$395.00	$118.50
Brandon Vale	Articling Student	5.00	$250.00	$1,250.00
Valerie Koch	Articling Student	8.90	$250.00	$2,225.00
Camelia Singh	Law Clerk	0.50	$295.00	$147.50
Total Hours and Amounts Billed		**138.90**		**$86,821.00**
Average Hourly Rate			**$625.06**	
Total Disbursements				**$2,503.74**
Total Taxes (HST)				**$11,481.76**
TOTAL				**$100,806.50**

WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP and WINDSOR II LIMITED PARTNERSHIP

-and-

2352107 ONTARIO INC.

Applicants

Respondent

Court File No.: CL-26-00000005-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

AFFIDAVIT OF DAVID IM

CHAITONS LLP
5000 Yonge Street, 10th Floor
Toronto, Ontario M2N 7E9

Harvey Chaiton (LSO No. 21592F)
Tel: (416) 218-1129
Email: harvey@chaitons.com

David Im (LSO No. 89765G)
Tel: (416) 218-1124
Email: dim@chaitons.com

Lawyers for the Albert Gelman Inc., in its capacity as Court-Appointed Receiver

Appendix “T”

Docusign Envelope ID: A35B3329-640E-492E-874B-B919D5FAA638

Court File No. CL-26-00000005-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP
and WINDSOR II LIMITED PARTNERSHIP

Applicants

-and-

2352107 ONTARIO INC.

Respondent

AFFIDAVIT OF AARON ENGLISH

I, Aaron English, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a lawyer with the law firm of TORKIN MANES LLP ("Torkin Manes"), which has been engaged as independent counsel to Albert Gelman Inc. ("AGI"), the Court-Appointed Receiver, without security of all the assets, undertakings and properties of 2352107 Ontario Inc., and as such have knowledge of the matters to which I hereinafter depose either through my own knowledge or by informing myself with respect thereto in which case I have indicated the source of my information and belief.

2. Attached hereto as Exhibit "A" is a copy of the invoice issued by Torkin Manes to AGI, in its capacity as Court-Appointed Receiver, which includes detailed descriptions of the work performed for the period from January 2, 2026 to February 27, 2026. The total fees charged by

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Torkin Manes to AGI during this period were $71,567.00, plus HST of $9,303.71, plus disbursements of $161.00, plus HST on disbursements of $14.69, for a total amount of $81,046.40.

3. I confirm that the attached invoice accurately reflects the services provided by Torkin Manes in this matter and the fees and disbursements claimed by it during the period described above.

4. Additionally, attached hereto as Exhibit "B" is a summary of additional information with respect to the aforesaid invoice indicating all members of Torkin Manes who worked on this matter during the period described above, their year of call to the bar, total time charges and hourly rates, and I hereby confirm that this list represents an accurate account of such information.

SWORN by Aaron English at the City of Toronto, before me at the City of Toronto, in the Province of Ontario, on March 23, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:
Anthony D'Angelo
A382EC304B054C7...

Commissioner for Taking Affidavits
(or as may be)

Anthony D'Angelo

Signed by:
Aaron English
21DB86EC0C0F494...

AARON ENGLISH

Docusign Envelope ID: A35B3329-640E-492E-874B-B919D5FAA638

This is Exhibit "A" referred to in the Affidavit of Aaron English sworn at the City of Toronto, in the Province of Ontario, before me on March 23, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:
Anthony D'Angelo
A382EC304B054C7...

Commissioner for Taking Affidavits (or as may be)

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Torkin Manes

151 Yonge Street, Suite 1500
Toronto ON M5C 2W7
T: 416 863 1188

Attention: Bryan Gelman
Albert Gelman Inc. as Receiver of
2352107 Ontario Inc.
150 Ferrand Drive, Suite 1503
North York, ON M3C 3E5

Invoice Date:	February 28, 2026
Invoice Num.:	568894
Our ref:	0604/53994.0001
Our Tax Num.:	R117245456

INVOICE

Matter: Aurora Mills

To our professional services for our client Albert Gelman Inc. as Receiver of 2352107 Ontario Inc., up to and including February 28, 2026.

	Tax Rate	Amount (CAD)
Professional Fees	13.00%	71,567.00
Costs (Taxable)		
Title search	13.00%	113.00
Subtotal		113.00
Costs (Non-Taxable)		
Bank transfer and service charges		48.00
Subtotal		48.00
	Net Total	71,728.00
	HST @ 13%	9,318.40
	Amount payable	**$81,046.40**

Invoice due on receipt

Docusign Envelope ID: A35B3329-640E-492E-874B-B919D5FAA638

Client: Albert Gelman Inc. as Receiver of 2352107 Ontario Inc.
Matter: Aurora Mills

Invoice Date: February 28, 2026
Invoice Num.: 568894
Matter Number: 53994.0001

Time Detail

Date	Name	Description	Hours
01/02/26	Aaron English	To attending to matters re National Bank demand letter	0.30
01/05/26	Aaron English	To e-mail correspondence with Adam Forgione re status of occupancy closing for unit 23; review of correspondence with purchaser's litigation counsel re same	0.30
01/05/26	Anthony DAngelo	Re: retail plaza sale: To email correspondence with client group re various outstanding closing matters and deliverables and status of same; email correspondence with buyer's counsel re preparation of draft closing documents and outstanding items required from buyer; attending to various ongoing and outstanding transactional matters	0.30
01/05/26	Laurel Deland	Re: retail plaza sale: Reviewed critical dates summary received from purchaser's solicitor; revised critical dates summary; reviewed outstanding deliverables and path to closing	0.70
01/05/26	Grammy Tien	Reviewed property details in construction lien to confirm registration	0.20
01/06/26	Laurel Deland	Corresponded with Westmount Guarantee Services Inc. regarding partial discharge request	0.20
01/06/26	Aaron English	To attending to issues re mortgages and Starbucks re: retail plaza sale	0.20
01/06/26	Anthony DAngelo	To reviewing signed estoppel certificate from Starbucks; email correspondence with client group re same	0.30
01/07/26	Anthony DAngelo	To email correspondence and telephone call with Paolo Abate and client group re Starbucks estoppel, lien by McQueen Maintenance Inc., arrangements re mortgage discharges and related transactional matters; email correspondence with buyer's counsel re same; email correspondence with David Markowitz re National Bank payout and discharge mechanics; reviewing draft rent roll; email correspondence with Nick Tsimidis re comments on same; email correspondence with buyer's counsel re lien by McQueen, building permits and related matters	1.00
01/07/26	Laurel Deland	Reviewed executed partial discharge documents received from Westmount Guarantee Company; drafted statement of adjustments for retail plaza sale	1.40
01/08/26	Aaron English	To attending to matters re mortgagees and discharges	0.20
01/08/26	Aaron English	To telephone discussion with Paolo Abate; conference with Douglas Bourassa re communication with National Bank's counsel; e-mail correspondence with Marlon Brown	0.60

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Client: Albert Gelman Inc. as Receiver of 2352107 Ontario Inc.
Matter: Aurora Mills

Invoice Date: February 28, 2026
Invoice Num.: 568894
Matter Number: 53994.0001

Date	Name	Description	Hours
01/08/26	Laurel Deland	Re: retail plaza sale: Reviewed estoppels for Nouman Corporation Inc. and 15445493 Canada Inc.; reviewed calculations in statement of adjustments against tenant estoppels; corresponded with Nick Tsimidis regarding discrepancies between tenant estoppels and calculations based on the rent roll; revised statement of adjustments; corresponded with purchaser's solicitor regarding statement of adjustments	1.40
01/08/26	Madeleine Cavadas	Exchanged emails with Doug Bourassa and Cherie Sparkes re: issuance of Notice of Application for unit 6	0.10
01/08/26	Anthony DAngelo	Re: retail plaza sale: To email correspondence and telephone call with buyer's counsel re status of closure of building permits; email correspondence with buyer's title insurance representative re responses to underwriting inquiries; coordinating finalization of draft statement of adjustments and delivery of same to buyer's counsel	0.90
01/09/26	Laurel Deland	Re: retail plaza sale: Reviewed title to the subject lands with respect to construction liens and encumbrances; corresponded with Haris Masood regarding construction lien; reviewed and revised draft documents received from purchaser's solicitor; drafted closing documents	4.00
01/09/26	Anthony DAngelo	To email correspondence with client group re lien arrangements and related matters; email correspondence with David Markowitz re request for payout statement from National Bank	0.40
01/11/26	Anthony DAngelo	Re: retail plaza sale: To email correspondence with client group re buyer's proposed purchase price allocation and approval of same; email correspondence with David Markowitz re draft statement of adjustments and net sale proceeds available on closing; email correspondence with buyer's counsel re revised draft buyer's closing documents and DRA and status of construction lien	0.30
01/12/26	Aaron English	To e-mail correspondence and discussion with Marlon Brown re deposits, proceeds of sale of Block 1 and mortgagee matters	0.50
01/12/26	Aaron English	To attending to matters re proceeds of sale re: sale of retail plaza	0.30
01/12/26	Laurel Deland	Finalized internal funds statement; reviewed outstanding matters and path to closing re: retail plaza sale	1.20
01/13/26	Madeleine Cavadas	Email to court re: issuing of Notice of Application for unit 6; attended to same	0.60
01/13/26	Laurel Deland	Re: retail plaza sale; Revised draft closing documents; corresponded with purchaser's solicitor regarding closing documents	2.90
01/13/26	Aaron English	To review of outstanding closing matters re: sale of retail plaza	0.30

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Client: Albert Gelman Inc. as Receiver of 2352107 Ontario Inc.
Matter: Aurora Mills

Invoice Date: February 28, 2026
Invoice Num.: 568894
Matter Number: 53994.0001

Date	Name	Description	Hours
01/13/26	Anthony DAngelo	Re: retail plaza sale: To reviewing and revising draft closing documents; email correspondence with client group re purchase price allocation and dealing with existing lien	1.20
01/14/26	Grammy Tien	Corresponded with Westmount re requests from insurer relating to National Bank demand letter	0.70
01/14/26	Anthony DAngelo	Re: retail plaza sale: To reviewing further revised draft closing documents; reviewing and revising draft holdback agreement; updating working draft closing agenda; email correspondence with buyer's counsel re same, purchase price allocation, tenant estoppels and mortgage discharge arrangements; email correspondence with client group re same and arrangements re discharge of construction lien; attending to various ongoing and outstanding transactional matters	2.00
01/15/26	Aaron English	To attending to issues re extension and purchaser termination for sale of retail plaza	0.90
01/15/26	Anthony DAngelo	Re; retail plaza sale: To email correspondence with client group re required extension of closing date and instructions re same; email correspondence and telephone call with buyer's counsel re request for extension of closing; email correspondence with David Markowitz re mortgage payout matters	1.60
01/16/26	Aaron English	To e-mail correspondence re response to retail plaza purchaser's alleged termination and attending to same	0.40
01/16/26	Anthony DAngelo	To telephone calls with Aaron English and Doug Bourassa re purported repudiation of purchase agreement and proposed response to request for return of deposits for sale of retail plaza; email correspondence with Oliver De Guerre re same; email correspondence with Jordan Kupinsky re same	0.40
01/16/26	Douglas Bourassa	Discussions with A. English re: status of sale, purchaser position, limited alternatives re: sale of retail plaza	0.30
01/19/26	Aaron English	To attending to issues re: retail plaza purchaser demand for return of deposits	0.20
01/19/26	Anthony DAngelo	To preparing for and conference call with client group re aborted sale of retail plaza and proposed course of action re same	0.70
01/19/26	Douglas Bourassa	Video conference with developer and Windsor re: instructions amid pending receivership	0.50
01/22/26	Aaron English	To attending to closing matters re various purchasers	0.30
01/23/26	Aaron English	To telephone discussion with Harvey Chaiton re preparations for final closings and related matters; attending to matters re same	1.20
01/23/26	Grammy Tien	Reviewed correspondences with purchaser's lawyers re issue units; compiled APS and related documents, correspondences re extensions and notes re requests received from purchaser's lawyers	4.30

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Client: Albert Gelman Inc. as Receiver of 2352107 Ontario Inc.
Matter: Aurora Mills

Invoice Date: February 28, 2026
Invoice Num.: 568894
Matter Number: 53994.0001

Date	Name	Description	Hours
01/24/26	Aaron English	To e-mail correspondence with Harvey Chaiton and Grammy Tien re status of various sales and issues raised by purchasers	0.20
01/26/26	Aaron English	To e-mail correspondence with Bryan Gelman and David Im re issues to address for sales and related matters re vesting orders; meeting with receiver, Windsor and counsel re sales and next steps	2.20
01/26/26	Grammy Tien	Attended conference discussion with receivership counsel and Windsor relating to next steps for closings under receivership	1.00
01/27/26	Aaron English	To attending to matters re final closings	1.20
01/27/26	Anthony DAngelo	To internal conference with Aaron English and Grammy Tien re condominium unit sales process in light of receivership order and impending vesting orders	0.50
01/27/26	Grammy Tien	Reviewed schedules to receivership orders re instrument verification; attend to revisions of statements of adjustments and revised closing documents as of January 30, 2026	3.00
01/27/26	Douglas Bourassa	Discussions with A. English re: status of closings, pending disputes, and related strategic issues; video conference with receiver, receiver's counsel and creditor's counsel re: instructions to proceed with closings and timing	2.00
01/28/26	Laurel Deland	Compiled settled closing documents for sale of units	0.10
01/28/26	Aaron English	To preparing for and meeting with receiver and counsel re closings and related matters; telephone discussion with Ian Cantor, counsel for Vitaros	1.70
01/28/26	Anthony DAngelo	To preparing for and conference call with Windsor team, receiver and receiver's counsel re preparation for closings of unit sales and outstanding action items re same	1.10
01/28/26	Grammy Tien	Attended conference call with receivership counsel and Windsor re discussion on next steps for final closings	1.00
01/28/26	Douglas Bourassa	Meeting with A. English re: status of closings; video conference with receiver and receiver's counsel re: next steps, vesting orders, and disputed closings	1.50
01/29/26	Aaron English	To telephone discussion with Marlon Brown at Westmount re status of closings; e-mail correspondence with receiver and Harvey Chaiton re various matters re final closings; telephone discussion with Tom McElroy re same; attending to issues raised by purchasers' lawyers	1.60
01/29/26	Grammy Tien	Issued notices to purchaser's lawyers re receivership order and extension of closing date to February 4, 2026 and attended to various correspondences and inquiries sent from purchasers' lawyers; updated statement of adjustments and disbursement tracker as of February 4, 2026; reviewed chart of development charges provided by receiver	2.50

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Client: Albert Gelman Inc. as Receiver of 2352107 Ontario Inc.
Matter: Aurora Mills

Invoice Date: February 28, 2026
Invoice Num.: 568894
Matter Number: 53994.0001

Date	Name	Description	Hours
01/30/26	Anthony DAngelo	To preparing for and conference call with receiver, Windsor and receiver's counsel re various ongoing project matters and preparation for final closings; internal conferences with Aaron English, Doug Bourassa and Grammy Tien re same and related matters; preparing draft correspondence to buyers' lawyers explaining adjustment for interest payable on development charges	2.70
01/30/26	Aaron English	To review of and attending to outstanding issues and matters for final closings, including extensive e-mail correspondence and meetings with receiver/Windsor/counsel and e-mail correspondence from various purchasers' counsel	3.20
01/30/26	Grammy Tien	Reviewed previous correspondence relating to open building permits for Units 21 & 22 and provided update to receiver; prepared updated closing tracker and circulated to receiver group; discussion with receiver group re outstanding deficiencies and closing logistics; revised disbursement tracker as per comments received from Windsor; reviewed discrepancies against December 4 disbursement tracker; revised closing documents; prepared chart of closing adjustments re total price	6.00
01/30/26	Douglas Bourassa	Meeting with receiver and counsel re: closing issues with various units, strategic approach and next steps; discussions with A. English re: notification to unit purchasers; prepare draft e-mail re: pending purchasers	2.50
01/31/26	Aaron English	To review of outstanding issues list and correspondence with various purchasers' lawyers; e-mail correspondence with Tom McElroy and Harvey Chaiton re same and status of transactions; meeting and e-mail correspondence with receiver, Windsor and counsel re same and preparation for vesting orders motion	1.60
02/01/26	Anthony DAngelo	To email correspondence with purchaser's counsel re adjustments in respect of sale of unit 20; coordinating review and finalization of updated closing documents of the receiver	0.40
02/01/26	Aaron English	To e-mail correspondence with Tom McElroy re adjustments for final closings	0.20
02/02/26	Grammy Tien	Prepared chart of common expenses as requested by condominium managers for issuance of updated status certificates; updated closing documents; prepared receivership certificates for signature; prepared e-reg applications for vesting orders	4.00
02/02/26	Grammy Tien	Prepared monthly ECDI report for receiver's review	1.00
02/02/26	Anthony DAngelo	To reviewing and revising updated draft project closing documents of the receiver	0.70
02/02/26	Aaron English	To attending to final closings matters and documents	0.80

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Client: Albert Gelman Inc. as Receiver of 2352107 Ontario Inc.
Matter: Aurora Mills

Invoice Date: February 28, 2026
Invoice Num.: 568894
Matter Number: 53994.0001

Date	Name	Description	Hours
02/03/26	Aaron English	To conference with Doug Bourassa re status of problem units; review of status of and attending to issues re February 4 deals, including meeting with receiver, Windsor and counsel	2.30
02/03/26	Grammy Tien	Prepared signature package for receiver for upcoming closings; attended to correspondence with clients re final closing matters; updated closing documents as per comments received from receiver's counsel; attended conference call with receiver group re update on closing matters	4.50
02/03/26	Anthony DAngelo	To attending to all matters relative to unit closings	1.70
02/03/26	Douglas Bourassa	Discussions with A. English re: closing particulars and status of disputed closings; Attend video conference receiver and Windsor re: next steps and strategic issues	1.00
02/04/26	Aaron English	To attending to closings and tendering re various units; meeting with receiver, Windsor and counsel	2.80
02/04/26	Anthony DAngelo	To attending to unit closing matters, inclusive of all email and telephone correspondence with purchasers' counsel and client group relating thereto	10.20
02/04/26	Grammy Tien	Reviewed and uploaded revised status certificates; revised applications for vesting orders as per revisions received from Chaitons LLP; corresponded with receiver instructions for unit deficiencies; prepared form of undertaking re deficiencies; attended to reviewing closing packages received from purchaser's lawyers; reviewed land tax adjustments; attended to final closing matters	7.00
02/04/26	Douglas Bourassa	Discussions with court office re: issuance of receiver's certificates; discussions with A. English re: status of sales; discussions with A. D'Angelo re: language for tender letters; status update call with clients re: closings to date and pending closings	1.50
02/05/26	Aaron English	To attending to closings and related matters	1.40
02/05/26	Grammy Tien	Attended to final closing matters; revised disbursement trackers; corresponded with clients and Westmount re deposit releases; provided updates on closings to receiver group	2.00
02/05/26	Anthony DAngelo	To attending to unit closing matters, inclusive of all email and telephone correspondence with purchasers' counsel and client group relating thereto	5.20
02/05/26	Douglas Bourassa	Discussions with A. English and A. D'Angelo re: closing logistics, receiver's certificates and status of disputed closings; correspondence with court office re: issuance of updated certificates; brief attendance on video conference with clients re: status update	1.00
02/06/26	Grammy Tien	Attended to final closing matters for unit 15; attended to transfer of sale proceeds to receiver and correspondence with Westmount re authorization for release of deposits	1.40
02/06/26	Aaron English	To attending to final closings and issues re same	1.20

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Client: Albert Gelman Inc. as Receiver of 2352107 Ontario Inc.
Matter: Aurora Mills

Invoice Date: February 28, 2026
Invoice Num.: 568894
Matter Number: 53994.0001

Date	Name	Description	Hours
02/06/26	Anthony DAngelo	To attending to various unit closing matters	2.60
02/06/26	Douglas Bourassa	Discussions with A. English re: sale of Spectra unit and issues with closing; coordinate issuance of receiver's certificate with Commercial Court; receipt and review of e-mails re: status of funding; discussions with A. English re: strategic direction	1.00
02/09/26	Aaron English	To attending to final closings and issues re same	1.20
02/09/26	Anthony DAngelo	To attending to closing matters re sale of units to Spectra Prop Inc. and James Anthony Whyte Holdings Inc.; email correspondence with Allan Freedman re same; email correspondence and telephone call with Renzo Isabella re same; email correspondence with client group re same	2.20
02/09/26	Grammy Tien	Arranged for updated receiver's certificates to be filed with the court; attended to transfer of funds re unit 15; arranged for reserve fund contribution payments to the condominium corporation; attended to final closing matters for units 1-3; prepared undertaking re deficiencies for units 12 & 13	2.00
02/09/26	Douglas Bourassa	Discussions with A. English re: status of Spectra closing; e-mails to and from G. Tien re: timing of closing and receiver's certificate	0.50
02/10/26	Anthony DAngelo	To reviewing and revising draft undertaking re unit deficiencies and repair items; email correspondence with client group re same; coordinating disbursement of sale proceeds to receiver	0.60
02/10/26	Aaron English	To review of status of final closings; e-mail correspondence with receiver group re problem deals; e-mail correspondence with property manager re turnover meeting	0.40
02/10/26	Grammy Tien	Attended to transfer of sale proceeds for units 1-3 to receiver; prepared list of owner information as requested by condominium managers	0.50
02/11/26	Aaron English	To attending to issues re release of deposits, including e-mail correspondence with receiver group and Westmount's counsel; e-mail correspondence with receiver re turnover meeting	0.90
02/12/26	Aaron English	To e-mail correspondence with Harvey Chaiton re release of deposits	0.10
02/16/26	Aaron English	To e-mail correspondence and telephone discussion with Harvey Chaiton re release of deposits and communication with Westmount re same	0.30
02/17/26	Anthony DAngelo	To email correspondence with Adam Forgione re sale of units 12 and 13 and status of same	0.20
02/17/26	Aaron English	To e-mail correspondence with Haris Masood re proceeds of sale and status of release of deposits	0.10
02/19/26	Aaron English	To attending to matters re sale of retail plaza	0.20

Docusign Envelope ID: A35B3329-640E-492E-874B-B919D5FAA638

Client: Albert Gelman Inc. as Receiver of 2352107 Ontario Inc.
Matter: Aurora Mills

Invoice Date: February 28, 2026
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Date	Name	Description	Hours
02/20/26	Aaron English	To conference call with retail plaza purchaser's litigation counsel and Doug Bourassa; e-mail correspondence with Harvey Chaiton; attending to transactional issues	0.60
02/20/26	Aaron English	To e-mail correspondence and telephone discussion with Harvey Chaiton re unit deposits and release of same; e-mail correspondence with Tom McElroy re proceeds of sale from closed units and information requested by Westmount's counsel	0.60
02/21/26	Douglas Bourassa	Telephone discussions with H. Chaiton re: status of retail unit sale and issues with closing	0.50
02/23/26	Aaron English	To e-mail correspondence with Harvey Chaiton and Westmount's counsel re status of closings and deposits	0.20
02/23/26	Aaron English	To conference with Doug Bourassa and meeting with Harvey Chaiton and Doug Bourassa re potential amendments to deal terms for sale of retail plaza	0.30
02/23/26	Anthony DAngelo	To email correspondence with client group re sale of units 12 & 13 and next correspondence with buyer's counsel re same; detailed email to Renzo Isabella re closing of units 12 & 13 and responses to outstanding purchaser issues raised re same	0.70
02/23/26	Grammy Tien	Reviewed and compiled requested information re outstanding closings and deposits in trust to receiver; attended to disbursement of reserve fund contributions cheque for February, 2026 closings	1.00
02/25/26	Aaron English	To attending to request for TMI reconciliation for retail plaza	0.20
02/26/26	Aaron English	To e-mail correspondence with Harvey Chaiton re release of deposits	0.10
02/26/26	Anthony DAngelo	To email correspondence with Renzo Isabella re closing of units 12 & 13; email correspondence with client group re same	0.60
02/27/26	Aaron English	To attending to issues re units 12/13 transaction; telephone discussion with Bryan Gelman re same	0.50
02/27/26	Anthony DAngelo	To preparing and finalizing tender letter to Renzo Isabella re sale of units 12 and 13; email correspondence with Renzo Isabella re same; email correspondence with client group re same	0.80
Total			**138.10**

Timekeeper Summary

Name	Timekeeper Title	Hours	Rate	Amount
Douglas Bourassa	Partner	12.30	850.00	10,455.00
Anthony DAngelo	Associate	39.30	485.00	19,060.50

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Client: Albert Gelman Inc. as Receiver of 2352107 Ontario Inc.
Matter: Aurora Mills

Invoice Date: February 28, 2026
Invoice Num.: 568894
Matter Number: 53994.0001

Name	Timekeeper Title	Hours	Rate	Amount
Madeleine Cavadas	Associate	0.70	375.00	262.50
Grammy Tien	Paralegal	42.10	330.00	13,893.00
Laurel Deland	Paralegal	11.90	340.00	4,046.00
Aaron English	Partner	31.80	750.00	23,850.00
Total		**138.10**		**$71,567.00**

Cost Detail (Taxable)

Date	Description	Amount
01/09/26	TERANET INC. - Title search disbursements	34.65
01/09/26	TERANET INC. - Title search disbursements	20.35
01/29/26	TERANET INC. - Title search disbursements	34.65
01/29/26	TERANET INC. - Title search disbursements	20.35
02/11/26	TERANET INC. - Title search disbursements	3.00
Total		**$113.00**

Cost Detail (Non-Taxable)

Date	Description	Amount
02/06/26	Bank transfer and service charges	16.00
02/09/26	Bank transfer and service charges	16.00
02/10/26	Bank transfer and service charges	16.00
Total		**$48.00**

Cost Summary (Taxable)

Description	Amount
Title search	113.00
Total	**$113.00**

Cost Summary (Non-Taxable)

Description	Amount
Bank transfer and service charges	48.00
Total	**$48.00**

Docusign Envelope ID: A35B3329-640E-492E-874B-B919D5FAA638

Torkin Manes

Attention: Bryan Gelman
Albert Gelman Inc. as Receiver of 2352107 Ontario Inc.
150 Ferrand Drive, Suite 1503
North York, ON M3C 3E5

Invoice Date: February 28, 2026
Invoice Num.: 568894
Matter Number: 53994.0001

REMITTANCE COPY

Aurora Mills

Invoice Date	Invoice Number	Balance Due
02/28/26	568894	$81,046.40
Amount payable		$81,046.40

Online Bill Payment:
Add Torkin Manes LLP as a Payee. The account number is the first 5 digits of the matter number, (listed above)

Interac e-Transfer:
Email: AR@Torkin.com

Mail To:
Torkin Manes LLP
151 Yonge Street
Suite 1500
Toronto, ON M5C 2W7

Wire/EFT Instructions:
Bank of Montreal
100 King Street West
First Canadian Place
Toronto, ON M5X 1A3
Swift Code: BOFMCAM2
Institute: 0001 Transit: 00022
Account: 00021316071 – Wires
Account: 1316071 – EFT
Email: AR@Torkin.com

(Please reference invoice number when remitting payment)

Docusign Envelope ID: A35B3329-640E-492E-874B-B919D5FAA638

This is Exhibit "B" referred to in the Affidavit of Aaron English sworn at the City of Toronto, in the Province of Ontario, before me on March 23, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:
Anthony D'Angelo
A382EC304B054C7...

Commissioner for Taking Affidavits (or as may be)

Docusign Envelope ID: A35B3329-640E-492E-874B-B919D5FAA638

Summary of Additional Information

Name	Year of Call	Hours Billed	Hourly Rate	Total Billed
Douglas Bourassa	2005	12.30	$850.00	$10,455.00
Aaron English	2004	31.80	$750.00	$23,850.00
Anthony D'Angelo	2019	39.30	$485.00	$19,060.50
Madeleine Cavadas	2025	0.70	$375.00	$262.50
Laurel Deland	Clerk	11.90	$340.00	$4,046.00
Grammy Tien	Clerk	42.10	$330.00	$13,893.00
TOTAL				**$71,567.00**

TAB 3

Court File No.: CL-26-00000005-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MADAM	)	TUESDAY, THE 31ST
	)	
JUSTICE STEELE	)	DAY OF MARCH, 2026

B E T W E E N:

WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP
and WINDSOR II LIMITED PARTNERSHIP

Applicants

- and -

2352107 ONTARIO INC.

Respondent

ORDER

THIS MOTION, made by Albert Gelman Inc. ("**AGI**"), in its capacity as the Court-appointed receiver (the "**Receiver**") of the real property municipally known as 175 Melvin Robson Avenue, Aurora, Ontario (the "**Real Property**"), and all assets, undertakings and properties of 2352107 Ontario Inc. situated on, arising from, used in connection with or otherwise relating to the Real Property, for an order, among other things, approving the proposed sale and marketing process (the *"***Retail Plaza Sale Process***"*) in respect of the retail plaza situated on the Real Property, as described in the Second Report of the Receiver dated March 23, 2026 (the "**Second Report**"), together with certain ancillary relief as set out in the Receiver's Notice of Motion, was heard this day by Zoom videoconference.

ON READING the Second Report, and the appendices thereto, and on hearing the submissions of counsel for the Receiver and those other parties listed on the Counsel Slip, no one appearing although properly served with the Receiver's Motion Record as appears from the affidavit of service, filed:

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Receiver's Motion Record is hereby abridged and validated such that this motion is properly returnable today, and hereby dispenses with further service thereof.

DEFINED TERMS

2. **THIS COURT ORDERS** that all capitalized terms used but not defined herein shall have the meaning ascribed thereto in the Second Report.

RETAIL PLAZA SALE PROCESS

3. **THIS COURT ORDERS** that the Retail Plaza Sale Process, including the engagement of Jones Lang Lasalle Real Estate Services, Inc., as described in the Second Report, be and is hereby approved.

PROPOSED INTERIM DISTRIBUTIONS

4. **THIS COURT ORDERS** that, subject to the payment of the fees and disbursements of the Receiver and its counsel, Chaitons LLP ("**Chaitons**") and Torkin Manes LLP ("**Torkin Manes**"), as approved herein, the Receiver is hereby authorized to make the following distributions:

a. payment of any amounts owing to The Corporation of the Town of Aurora in respect of unpaid property taxes;

b. payment to National Bank of Canada of the amount necessary to cash collateralize the LCs, in an amount up to $4,734,961.72; and

c. payment to Windsor II Limited Partnership in an amount up to $28,381,445, plus accruing interest and costs.

APPROVAL OF RECEIVER'S REPORTS

5. **THIS COURT ORDERS** that the First Report, the First Supplement and the Second Report, and the Receiver's activities described therein, including the completion of the sale of 14 of the existing 20 Condo Unit APSs, be and are hereby approved, provided, however, that only AGI, in its personal capacity and with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

6. **THIS COURT ORDERS** that the Receiver's interim statement of receipts and disbursements as at March 20, 2026, appended to the Second Report, be and is hereby approved.

PROFESSIONAL FEES

7. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and its counsel, Chaitons and Torkin Manes, as set out in the Second Report, and the fee affidavits appended thereto, be and are hereby approved.

WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP and WINDSOR II LIMITED PARTNERSHIP

-and-

2352107 ONTARIO INC.

Applicants

Respondent

Court File No.: CL-26-00000005-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

ORDER

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WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP and WINDSOR II LIMITED PARTNERSHIP

-and-

2352107 ONTARIO INC.

Applicants

Respondent

Court File No.: CL-26-00000005-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

MOTION RECORD OF THE RECEIVER

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