ALBERT GELMAN

THIRD REPORT OF
ALBERT GELMAN INC.
AS RECEIVER AND MANAGER OF
177 CROSS ARGUS DEVELOPMENT INC. AND
DOUBLE DIAMOND CAPITAL INC.

SEPTEMBER 11, 2026

Court File No. CL-25-00753599-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

915643 ONTARIO INC.

Applicant

- and -

177 CROSS ARGUS DEVELOPMENT INC. AND DOUBLE DIAMOND CAPITAL INC.

Respondents

THIRD REPORT OF ALBERT GELMAN INC. IN ITS CAPACITY AS RECEIVER

September 11, 2026

I. INTRODUCTION

1. This report (the "**Third Report**") is filed by Albert Gelman Inc. ("**AGI**") in its capacity as receiver and manager (in such capacity, the "**Receiver**") of all the assets, undertakings and properties (collectively, the "**Property**") of 177 Cross Argus Development Inc. ("**177 Cross**") and Double Diamond Capital Inc. ("**Double Diamond**" and collectively with 177 Cross, the "**Debtors**") in relation to a business (the "**Business**") carried on by the Debtors at the property municipally known as 177-185 Cross Avenue, Oakville, Ontario and 580 Argus Road, Oakville, Ontario (the "**Real Property**").

2. AGI was appointed Receiver of the Debtors pursuant to an Order (the "**Receivership Order**") of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated November 27, 2025 and effective as of November 20, 2025 (the "**Receivership Filing Date**"). For greater certainty, these receivership proceedings, as it relates to Double Diamond, apply solely to its beneficial interest in the Real Property. A copy of the Receivership Order is attached hereto as **Appendix "A"**.

3. The Receivership Order was granted pursuant to an application (the "**Receivership Application**") made by 915643 Ontario Inc. (the "**Applicant**"), the Debtors' fulcrum creditor under the following senior secured vendor-take-back mortgages registered against title to the Real Property (collectively, the "**VTB Mortgages**" and each, a "**VTB Mortgage**"):

   a. the first VTB Mortgage, registered on title to the Real Property on March 15, 2023, in the principal amount of $31,800,000; and

   b. the second VTB Mortgage, registered on title to the Real Property on March 15, 2023, in the principal amount of $5,300,000.

   As noted in the Receiver's first report to Court dated January 13, 2026 (the "**First Report**"), as of January 9, 2026, the amount owed to the Applicant pursuant to the first and second VTB Mortgages were approximately $33.9 million and approximately $6.2 million, respectively. These amounts included accrued interest to the aforementioned date, however, do not include any fees, costs or expenses and interest that continued to accrue thereafter. A copy of the First Report, without appendices, is attached hereto as **Appendix "B"**.

4. The primary purpose of these receivership proceedings was to create a stabilized environment to facilitate the sale of, or investment in, the Business and/or Property by implementing a court-supervised stalking horse sale and investment solicitation process (the "**SISP**").

5. As noted in the First Report, the Applicant submitted an asset purchase agreement (the "**Stalking Horse Agreement**"), pursuant to which the Applicant agreed to act as a stalking horse bidder in the SISP (in such capacity, the "**Stalking Horse Bidder**") for the acquisition of substantially all of the Business' assets (including the Real Property). The closing of the transaction contemplated by the Stalking Horse Agreement (the "**Transaction**"), which was largely satisfied by way of a credit bid,

was conditional upon, among other things: (i) the Stalking Horse Bidder being the Successful Bidder (as defined in the SISP); and (ii) Court approval of the Transaction.

6. On January 20, 2026, the Court granted Orders, *inter alia*:

   a. approving the SISP and the Stalking Horse Agreement (the "**SISP Order**"). The SISP Order did not approve the sale or vesting of any Property to the Stalking Horse Bidder, but only approved of the Stalking Horse Agreement for the purposes of acting as a stalking horse bid in the SISP, with final approval of the Stalking Horse Agreement only to be considered by the Court on a subsequent motion if the Stalking Horse Agreement was the Successful Bid in the SISP;

   b. authorizing the Receiver to implement a process (the "**Priority Claims Process**") to identify and determine claims that may have ranked in priority to the VTB Mortgages (the "**Priority Claims Process Order**");

   c. approving the First Report and the Proposal Trustee's First Report (as defined in the First Report), including the activities, actions and conduct of the Receiver and the Proposal Trustee (as defined in the First Report) described therein, respectively; and

   d. approving the fees and disbursements of the Proposal Trustee, the Receiver and Capstone Legal (counsel to the Proposal Trustee and the Receiver, "**Capstone**"), as set out in the First Report (along with the relief sought in (c), the "**Ancillary Relief Order**").

7. On March 24, 2026, the Receiver filed its second report with the Court (the "**Second Report**"), which reported on the outcome of the SISP and the Priority Claims Process, updated the Court on the Receiver's activities since the First Report and set out the Receiver's recommendation that the Court approve the Transaction.

8. On March 31, 2026, the Court granted Orders, *inter alia*:

   a. approving the Transaction and vesting the Purchased Assets (as defined in the Stalking Horse Agreement) in and to the Purchaser, free and clear of all liens, claims and encumbrances, other than Permitted Encumbrances (as defined in the Second Report) (the "**AVO**");

   b. approving the Second Report, including the actions, activities and conduct of the Receiver described therein;

   c. approving the fees and disbursements of the Receiver and Capstone, as set out in the Second Report; and

   d. approving the Interim SRD (as defined in the Second Report) and authorizing the Receiver to distribute the cash portion of the Purchase Price payable under the Stalking Horse Agreement on account of amounts owing under the Receiver's Charge (including the Broker's commission) and any outstanding Priority Payables (together with the relief in (b) and (c), the "**Second Ancillary Order**").

9. Copies of the AVO and the Second Ancillary Order are attached hereto as **Appendix "C"** and **Appendix "D",** respectively.

10. The Transaction closed on April 22, 2026 (the "**Closing**"). On Closing, the Receiver issued its certificate (the "**Closing Certificate**"), a copy of which is attached hereto as **Appendix "E"**.

11. The Receiver has established a case website at www.albertgelman.com/filedocuments/#177Cross (the "**Case Website**"), where copies of Court and other materials pertaining to these receivership proceedings are available in electronic form.

II. PURPOSE OF THIS REPORT

12. The purpose of this Third Report is to provide the Court with information pertaining to the following:

    a. relevant background regarding the Debtors and these proceedings;

    b. an update on the Closing of the Transaction and the distribution of the proceeds realized therefrom;

    c. the Receiver's activities since the Second Report;

    d. an update on the Priority Claims Process;

    e. the current funds held by the Receiver and the proposed payment of same to the Applicant;

    f. the Receiver's interim statement of receipts and disbursements for the period from the Receivership Filing Date to August 31, 2026 (the "**Interim SRD**");

    g. the accounts of the Receiver and that of its legal counsel, Capstone; and

    h. the Receiver's recommendation that this Court issue an Order:

        i. approving this Third Report, including the actions, activities and conduct of the Receiver described in this Third Report;

        ii. approving the Receiver's Interim SRD;

        iii. approving the fees and disbursements of the Receiver and Capstone, including the Estimated Fee Accruals (as defined below);

        iv. approving payment to the Purchaser of the net balance of the Contingency Funds (as defined below);

v. discharging the Receiver upon completion of the Remaining Matters (as defined below) and upon the Receiver filing a certificate with the Court confirming that it has completed the administration of the Company's estate (the "**Discharge Certificate**"); and

vi. ordering and declaring that effective upon its discharge as Receiver, AGI is released and discharged from any and all liability AGI now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of AGI in its capacity as Receiver, save and except for any gross negligence or willful misconduct on the part of AGI.

III. SCOPE AND TERMS OF REFERENCE

13. In preparing this Third Report, the Receiver has relied upon certain unaudited financial information, the Debtors' books and records and discussions with the Debtors' directors and legal counsel, the Applicant's legal counsel and other parties with knowledge of the Debtors' affairs.

14. While the Receiver has reviewed the various documents and other information provided by the Debtors and others, such review does not constitute an audit or verification of such documents/information for accuracy, completeness or compliance with Accounting Standards for Private Enterprises ("**ASPE**") or International Financial Reporting Standards ("**IFRS**") or otherwise. Accordingly, the Receiver expresses no opinion or other form of assurance pursuant to ASPE or IFRS or otherwise with respect to such documents/information.

15. This Third Report has been prepared for the use of this Court and the Debtors' stakeholders as general information relating to the Debtors and to assist the Court in making a determination of whether to approve the relief sought. Accordingly, the reader is cautioned that this Third Report may not be appropriate for any other purpose. The Receiver will not assume responsibility or liability for losses incurred by the reader as a result of the circulation, publication, reproduction or use of this Third Report contrary to the provisions of this paragraph.

16. Unless otherwise noted, all monetary amounts referenced are in Canadian dollars.

17. Capitalized terms not otherwise defined in this Third Report (including above) have the meanings given to them in the First Report, Second Report or Stalking Horse Agreement, as applicable.

IV. BACKGROUND INFORMATION

18. As noted in the First Report and Second Report, in connection with the Receivership Application, the following sworn affidavits were filed with the Court:

    a. the affidavit of Sarmad Ganni sworn October 28, 2025, filed in support of the NOI Extension Motion (the "**Ganni Affidavit**"); and

b. the affidavit of Bernard Woo sworn November 12, 2025, filed in support of the Receivership Application (and the withdrawal of 177 Cross' NOI proceedings) (the "**Woo Affidavit**" and collectively with the Ganni Affidavit, the "**Affidavits**").

19. The Affidavits provide, among other things, information concerning the Debtors' background, creditor composition and events giving rise to the NOI proceedings and Receivership Application, and, accordingly, that detailed discussion has not been repeated in this Third Report. Copies of the Affidavits, without exhibits, are attached hereto as **Appendix "F"**. Copies of the Affidavits, with exhibits, are available on the Case Website.

General Background

20. The Debtors are private companies incorporated under the laws of the Province of Ontario. 177 Cross was the registered title holder of the Real Property. 177 Cross held the Real Property as bare nominee and all proceeds therefrom and all assets and property related to or situated thereon, for and on behalf of Double Diamond.

21. The Real Property is approximately 2.5 acres. Situated upon the Real Property are two single-storey, multi-tenant retail buildings and one single-storey commercial building with a day care centre. As noted in the First Report and Second Report, of the Real Property's eleven (11) rentable commercial units, nine (9) were occupied and two (2) were vacant.

22. The Debtors intended to develop a mixed-use condominium/redevelopment project on the Real Property, however, the Receiver understands that liquidity issues prevented the Debtors from advancing the project.

23. The Debtors' directors are Mr. Ganni and Nawar Mahfooth. Mr. Ganni and Mr. Mahfooth were active in the management of the Debtors' affairs.

24. The Debtors have no employees. The bookkeeping/accounting function of the Debtors was historically performed by an independent contractor.

Secured Creditors

25. The secured creditors of the Debtors relating to the Business/Real Property comprise:

a. the Applicant in respect of the VTB Mortgages; and

b. the Third Mortgagee, in respect of a third mortgage registered on title to the Real Property, on March 15, 2023, in the principal amount of $5,000,000.

26. The Receiver is not aware of any additional creditor registrations on title to the Real Property or otherwise registered against the Debtors as it relates to the Business.

Unsecured Creditors

27. As noted in the First Report and the Second Report, the Debtors estimated that, as of October 29, 2025, they had unsecured obligations totaling approximately $22 million.

V. PRIORITY CLAIMS

28. As reported in the Second Report, the priority claims bar date was March 13, 2026 and only one Priority Proof of Claim was filed with the Receiver, which the Receiver disallowed in full on March 10, 2026, on the basis that the claim was not a Priority Claim as defined in the Priority Claims Process Order.

29. As of the date of this Third Report, the Receiver has not received a notice of dispute or any other response from the claimant in respect of the disallowance.

VI. ACTIVITIES OF THE RECEIVER

30. The Receiver's activities since the date of the Second Report have included, among other things, the following:

    a. corresponding with Capstone and McCarthy Tetrault LLP ("**MT**"), counsel to the Purchaser, regarding the Closing of the Transaction and related matters;

    b. dealing with all matters necessary to close the Transaction, including, among other things, reviewing and commenting on the closing statement of adjustments, coordinating and corresponding with the Purchaser, its counsel and the Applicant, and executing the Closing Certificate;

    c. attending at Court on March 31, 2026, in connection with the Receiver's motion seeking the AVO and the Second Ancillary Order;

    d. arranging for the remittance of funds from the Transaction proceeds to pay outstanding property tax arrears to the City of Oakville;

    e. corresponding with the Third Mortgagee's counsel regarding rent attornment matters and other matters pertaining to these proceedings;

    f. corresponding with CRA regarding the status of these proceedings and outstanding HST matters;

    g. maintaining the Case Website;

    h. corresponding with MT regarding funding of these proceedings;

    i. preparing a Notice and Statement of the Receiver pursuant to Subsection 246(2) of the *Bankruptcy and Insolvency Act* (the "**BIA**");

j. preparing the Interim SRD;

k. dealing with estate banking matters, including the payment of post-filing expenses;

l. responding to enquiries form creditors and other stakeholders;

m. corresponding with Richmond Advisory Services Inc. (“**Richmond**”), the property manager retained by the Receiver, regarding post-Closing and other matters concerning the Real Property;

n. drafting this Third Report; and

o. dealing with all other matters pertaining to the administration of this mandate not specifically addressed above or otherwise discussed earlier in this Third Report.

VII. INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

31. Attached hereto at **Appendix “G”** is the Interim SRD, which reflects the Receiver’s receipts and disbursements for the period from the Filing Date to August 31, 2026. As set out in the Interim SRD, the Receiver is currently holding funds in the amount of approximately $88,000, as of August 31, 2026.

32. In accordance with section 246(3) of the BIA, the Receiver will file a final statement of receipts and disbursements with the Office of the Superintendent in Bankruptcy.

VIII. REMAINING ASSETS

33. At the time of Closing, additional funding would be required to address post-closing matters and complete the administration of these proceedings, including the potential bankruptcy of 177 Cross. Upon Closing, however, the Receiver had realized upon substantially all of the Debtors' Property and the Receiver's Charge granted pursuant to the Receivership Order no longer attached to the Property. Accordingly, arrangements were required to ensure that the Receiver had access to sufficient funding following Closing to complete its mandate and ultimately seek its discharge.

34. To address the foregoing, the Purchaser agreed that a contingency fund in the amount of $100,000 (the "**Contingency Funds**"), comprised of cash held by Richmond and the Receiver at the time of Closing that would otherwise be acquired by the Purchaser pursuant to the Stalking Horse Agreement, would be retained and made available to the Receiver to fund its fees, disbursements and other costs incurred in completing the administration of the estate pending the Receiver's discharge and termination of these proceedings. Pursuant to that arrangement, any unused balance of the Contingency Funds is to be remitted to the Purchaser upon completion of the receivership proceedings.

Consistent with the foregoing arrangement, the Receiver intends to remit to the Purchaser the balance of funds held by the Receiver. Amounts drawn from the Contingency Funds are limited to the Receiver's and its legal counsel's fees and disbursements, together with other costs properly incurred in completing the administration of the estate. As at August 31, 2026, the remaining balance of the Contingency Funds is approximately $77,000.

IX. REMAINING ACTIVITIES OF THE RECEIVER

35. Should this Court grant the Order requested herein, the Receiver will have completed its duties and obligations as set out in the Receivership Order and subsequent Orders of this Court, save and except for the following (the "**Remaining Matters**"):

   a. paying the net balance of the Contingency Funds to the Purchaser; and

   b. dealing with other administrative matters incidental to these proceedings, such as filing the Receiver's report pursuant to section 246(3) of the BIA.

36. Upon the completion of the Remaining Matters, the Receiver will have realized on the Property and completed its statutory duties as well as those duties set out in the Receivership Order. Accordingly, the Receiver is of the view that it is appropriate to seek an Order of the Court discharging the Receiver upon the filing of the Discharge Certificate with this Court, certifying that all the Remaining Matters have been completed.

X. REQUEST FOR APPROVAL OF FEES AND DISBURSEMENTS

37. The Receiver and Capstone have maintained detailed records of their professional fees and disbursements throughout the course of these receivership proceedings.

38. Pursuant to the Second Ancillary Order, the fees and disbursements of the Receiver and Capstone were approved in respect of the period ending March 20, 2026, as described in the Second Report.

39. AGI's professional fees incurred in its capacity as Receiver, rendered during the period from March 21, 2026 to August 31, 2026, amount to $37,406.50 plus disbursements in the amount of $43.00 (all excluding HST). These amounts represent professional fees and disbursements not yet approved by the Court. The time spent by the Receiver's professionals is described in the affidavit of Adam Zeldin, sworn September 11, 2026, attached hereto as **Appendix "H"** (the "**Zeldin Fee Affidavit**").

40. Capstone's professional fees for services rendered in its capacity as counsel to the Receiver for the period from March 21, 2026 to August 31, 2026, total $30,050 plus disbursements in the amount of $1,610.04 (all excluding HST). These amounts represent professional fees and disbursements not yet approved by the Court. The time spent by Capstone's professionals is described in the affidavit of Danny Nunes, sworn September 9, 2026, attached hereto as **Appendix "I"** (the "**Nunes Fee Affidavit**").

41. The Receiver has reviewed Capstone's accounts and has determined that the services have been duly authorized and duly rendered and that the charges are reasonable.

42. In addition to the fees and disbursements of the Receiver and Capstone as of August 31, 2026 and on the assumption that there are no delays, disputes or unforeseen developments in connection with these proceedings, including the within motion, and the performance of the Remaining Matters, the Receiver and Capstone estimate remaining fees and disbursements in the amount of $30,000 (excluding HST, the "**Estimated Fee Accruals**").

43. The amount of the Estimated Fee Accruals represents the Receiver's and Capstone's best estimate of the reasonable professional and legal fees and disbursements required to complete the administration of these proceedings up to the effective date of discharge. If the actual Estimated Fee Accruals exceed the estimates, the Receiver is authorized to pay those excess fees with the consent of the Applicant. The Estimated Fee Accruals, to the extent needed, will be funded from the Contingency Funds.

XI. RECEIVER'S RECOMMENDATION

44. Based on all of the foregoing, the Receiver respectfully recommends that this Honourable Court grant the relief referred to in paragraph 12(h) above.

All of which is respectfully submitted this 11th day of September 2026

ALBERT GELMAN INC.,
in its capacity as Receiver and Manager of
177 Cross Argus Development Inc. and
Double Diamond Capital Inc.
and not in its personal or any other capacities

Per: ______________________________
Adam Zeldin, *CPA, CA, CIRP, LIT*

APPENDIX “A”

Court File No. CL-25-00753599-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	THURSDAY, THE 27TH
	)	
JUSTICE CAVANAGH	)	DAY OF NOVEMBER, 2025

915643 ONTARIO INC.

Applicant

- and -

177 CROSS ARGUS DEVELOPMENT INC. and DOUBLE DIAMOND CAPITAL INC.

Respondents

ORDER
(appointing Receiver)

THIS MOTION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing Albert Gelman Inc. as receiver and manager ("**AGI**" and in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of 177 Cross Argus Development Inc. ("**177**") and Double Diamond Capital Inc. (the "**Beneficial Owner**" and collectively with 177, the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors at the real property known municipally as 177-185 Cross Avenue, Oakville, ON and 580 Argus Road, Oakville, ON, and as described in Schedule "A" hereto (the "**Real Property**"), was heard this day by judicial videoconference at Toronto, Ontario.

ON READING the Notice of Application dated November 13, 2025, the affidavit of Bernard S. Woo sworn November 12, 2025 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant, the Respondent, the proposed receiver, and such other parties as listed on the Participant Information Sheet, no other party appearing although duly served as appears from the Lawyer's Certificate of Service of Meena Alnajar dated November 13, 2025, filed and on reading the consent of AGI to act as the Receiver, and on being advised that the Debtors and Aarti Real Estate Enterprises Inc. and Mayuri Ventures Inc. (the "**Third Mortgagee**") consent to this Order on terms agreed upon with the Applicant,

SERVICE

1. **THIS COURT ORDERS** that the time for service of 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 all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors at the Real Property, including all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

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

(a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property, including, without limitation, 177's bank accounts wherever located;

(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 Debtors in relation to the Real Property, 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 Debtors in relation to the Real Property;

(d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

(e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors in relation to the Real Property or any part or parts thereof;

(f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors in relation to the Real Property and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors in relation to the Real Property;

(g) to settle, extend or compromise any indebtedness owing to the Debtors in relation to the Real Property;

(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, including, without limitation, in respect of zoning applications and/or construction permits and any requirements related thereto, whether in the Receiver's name or in the name and on behalf of any of the Debtors, for any purpose pursuant to this Order;

(i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors (in relation to the Real Property), the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

(j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

(i) without the approval of this Court in respect of any transaction not exceeding $1,000,000, provided that the aggregate consideration for all such transactions does not exceed $5,000,000; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

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

(l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the

Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

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

(o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors in relation to the Real Property;

(p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;

(q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have in relation to the Real Property; and

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

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel, equity holders, including, without limitation, investors and shareholders, and all other persons acting on their instructions or behalf, (iii) all 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 Debtors in relation to the Real Property, 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, in the cloud or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer 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 DEBTORS OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtors (in relation to the Real Property) or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors (in relation to the Real Property) 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 Debtors (in relation to the Real Property), the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

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 Debtors in relation to the Real Property, 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 Debtors in relation to the Real Property or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, permit and planning management services, accounting services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors in relation to the Real Property are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names in relation to the Real Property, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

NOTICE OF ATTORNMENT OF RENTS

13. **THIS COURT ORDERS** that the Notices of Attornment of Rents and Direction to Pay dated September 30, 2025 (the "**Rent Notices**") and delivered by the Aarti Real Estate Enterprises Inc. and Mayuri Ventures Inc. (the "**Subordinate Mortgagees**") to tenants at the Real Property are hereby terminated effective November 12, 2025.

14. **THIS COURT DECLARES** that the Subordinate Mortgagees are entitled to retain any rent paid to them by a tenant of the Real Property between September 30, 2025, and November 11, 2025 (the "**Attornment Period**").

15. **THIS COURT ORDERS** that any rent paid by a tenant of the Real Property during the Attornment Period to the said tenant's lawyer or paralegal in trust ("**Preserved Rent**") be paid to the Subordinate Mortgagees within ten (10) days.

16. **THIS COURT ORDERS** that any rents received by the Subordinate Mortgagees pursuant to the Rent Notices on or after November 12, 2025, and, except for Preserved Rent, any rent presently due and payable but not otherwise remitted by tenants shall be paid to the Receiver within ten (10) days.

RECEIVER TO HOLD FUNDS

17. **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

18. **THIS COURT ORDERS** that all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in 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

19. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

20. **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

21. **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

22. **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, including for greater certainty those fees and disbursements incurred by AGI in its capacity as proposal trustee of 177 and the fees and disbursements of its legal counsel in that capacity, 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.

23. **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.

24. **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

25. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow from the Lender or as otherwise may be agreed upon by the Lender 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 $250,000 (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.

26. **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.

27. **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.

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

SERVICE AND NOTICE

29. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: https://www.albertgelman.com/filedocuments/#177cross.

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

GENERAL

31. **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.

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

33. **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.

34. **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.

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

36. **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.

37. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on November 20, 2025, and is enforceable without any need for entry and filing.

SCHEDULE "A"

LT 3, PL 1333; PT LT 1, PL 1333, AS IN 7550077; PT LT 14, CON 3 TRAF SDS, AS IN 755007 TOWN OF OAKVILLE

SCHEDULE “B”

RECEIVER CERTIFICATE

CERTIFICATE NO. ______________

AMOUNT $_____________________

1. THIS IS TO CERTIFY that [RECEIVER'S NAME], the receiver (the "Receiver") of the assets, undertakings and properties [DEBTOR'S NAME] acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the “Property”) appointed by Order of the Ontario Superior Court of Justice (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__.

[RECEIVER'S NAME], solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: ____________________________________

Name:
Title:

915643 ONTARIO INC.
Applicant

and

177 CROSS ARGUS DEVELOPMENT INC. and DOUBLE DIAMOND INC.
Respondents

Court File No: CL-25-00753599-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceeding commenced at Toronto

ORDER
(appointing Receiver)

McCarthy Tétrault LLP
Suite 5300, Toronto Dominion Bank Tower
Toronto ON M5K 1E6
Fax: 416-868-0673

Heather Meredith LSO#: 48354R
Tel: 416-601-8342
E-mail: hmeredith@mccarthy.ca

Trevor Courtis LSO#: 67715A
Tel: 416-601-7643
E-mail: tcourtis@mccarthy.ca

Meena Alnajar LSO#: 89626N
Tel: 416-601-8116
E-mail: malnajar@mccarthy.ca

Lawyers for 915643 Ontario Inc.

APPENDIX “B”

ALBERT GELMAN

FIRST REPORT OF
ALBERT GELMAN INC.
AS RECEIVER AND MANAGER OF
177 CROSS ARGUS DEVELOPMENT INC. AND
DOUBLE DIAMOND CAPITAL INC.

JANUARY 13, 2026

Court File No. CL-25-00753599-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

915643 ONTARIO INC.

Applicant

- and -

177 CROSS ARGUS DEVELOPMENT INC. AND DOUBLE DIAMOND CAPITAL INC.

Respondents

FIRST REPORT OF ALBERT GELMAN INC. IN ITS CAPACITY AS RECEIVER

JANUARY 13, 2026

I. INTRODUCTION

1. This report (the "**First Report**") is filed by Albert Gelman Inc. ("**AGI**") in its capacity as receiver and manager (in such capacity, the "**Receiver**") of all the assets, undertakings and properties (collectively, the "**Property**") of 177 Cross Argus Development Inc. ("**177 Cross**") and Double Diamond Capital Inc. ("**Double Diamond**" and collectively with 177 Cross, the "**Debtors**") in relation to a business (the "**Business**") carried on by the Debtors at the property municipally known as 177-185 Cross Avenue, Oakville, Ontario and 580 Argus Road, Oakville, Ontario (the "**Real Property**"), appointed pursuant to an Order (the "**Receivership Order**") of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated November 27, 2025 and effective as of November 20, 2025 (the "**Receivership Filing Date**"). For greater certainty, these receivership proceedings, as it relates to Double Diamond, apply solely to its beneficial interest in the Real Property. A copy of the Receivership Order is attached hereto as **Appendix "A"**.

2. The Receivership Order was granted pursuant to an application (the "**Receivership Application**") made by 915643 Ontario Inc. (the "**Applicant**"), which is the Debtors' fulcrum creditor under the following senior secured vendor-take-back mortgages registered against title to the Real Property (collectively, the "**VTB Mortgages**"):

   a. the first VTB Mortgage, registered on title to the Real Property on March 15, 2023 in the principal amount of $31,800,000 granted by the Debtors in favour of the Applicant as Instrument No. HR1953701, as amended; and

   b. the second VTB Mortgage, registered on title to the Real Property on March 15, 2023 in the principal amount of $5,300,000 granted by the Debtors in favour of the Applicant as Instrument No. HR1953702, as amended.

3. As at January 9, 2026, the amount owed to the Applicant pursuant to the first and second VTB Mortgages is approximately $33.9 million and approximately $6.2 million, respectively. These amounts do not include outstanding interest, fees, costs or expenses accrued to date or that continue to accrue.

4. In addition, Aarti Real Estate Enterprises Inc. and Mayuri Ventures Inc. (collectively, the "**Third Mortgagee**") holds a third mortgage registered on title to the Real Property on March 15, 2023 in the principal amount of $5,000,000 as Instrument No. HR1953703. Prior to the receivership and NOI (as defined below), the Third Mortgagee took enforcement steps in respect of the third mortgage, including attorning rents from the Real Property tenants (the "**Tenants**") and was granted a default judgment against 177 Cross in the amount of approximately $5.8 million together with interest at the rate of 28.00% per annum.

177 Cross' Prior NOI Proceedings

5. On October 2, 2025 (the "**NOI Filing Date**"), 177 Cross filed a Notice of Intention to Make a Proposal (an "**NOI**") pursuant to Section 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B.-3, as amended (the "**BIA**"), and AGI was appointed as trustee (in such capacity, the "**Proposal Trustee**") under the NOI.

6. On October 28, 2025, 177 Cross served a motion returnable October 30, 2025 (the "**NOI Extension Motion**") seeking, *inter alia*, the following relief:

   a. a super-priority administration charge over all of 177 Cross' property in the amount of $250,000;

   b. an extension of the time for 177 Cross to file a proposal to December 16, 2025;

   c. declaring that the Third Mortgagee was subject to the NOI stay of proceedings as provided under the BIA and that the notice of attornment of rents and direction to pay delivered by the Third Mortgagee to the Tenants was null and void;

   d. approving certain pre-filing payments; and

   e. approving the First Report of the Proposal Trustee dated October 29, 2025 (the "**Proposal Trustee's First Report**"), a copy of which, without appendices, is attached hereto as **Appendix "B"**.

7. In light of, among other things, objections raised by the Applicant and the Third Mortgagee in respect of the NOI Extension Motion and the NOI proceedings generally, the relief sought in the NOI Extension Motion was not granted. Instead, by Order dated October 30, 2025 (the "**October 30 Order**"), the Court, among other things: (i) extended the NOI stay period on an interim basis to November 20, 2025; and (ii) adjourned the balance of the relief sought in the NOI Extension Motion to November 18, 2025 at 10:00 a.m. (the "**November 18 Hearing**"). Copies of the October 30 Order and corresponding endorsement of the Honourable Madam Justice Dietrich of the same date are attached hereto as **Appendix "C"**.

8. Following issuance of the October 30 Order, 177 Cross and its counsel, the Proposal Trustee and its counsel, counsel to the Applicant, and counsel to the Third Mortgagee engaged in discussions regarding a potential path forward, including whether the NOI proceedings should continue or be transitioned to a receivership. As a result of these discussions, the parties agreed to support the withdrawal of the NOI proceedings and the consensual appointment of AGI as Receiver of the Debtors, unless the Debtors made certain payments to the Applicant and the Third Mortgagee (the "**Required Payments**") by 3:00 p.m. on November 20, 2025 (the "**Required Payments Deadline**").

9. On November 18, 2025, the Court granted an order (the "**NOI Withdrawal Order**"), among other things, (i) withdrawing the NOI and discharging AGI as Proposal Trustee of 177 Cross and (ii) lifting the NOI stay of proceedings as against the Applicant and permitting the Applicant to commence a

receivership proceeding against 177 Cross, among others. Copies of the NOI Withdrawal Order and corresponding endorsement of the Honourable Justice Cavanagh of the same date (the "**November 18 Endorsement**") are attached hereto as **Appendix "D"**.

10. As reflected in the November 18 Endorsement, the Applicant, the Third Mortgagee and the Debtors agreed to the form of the Receivership Order, which would be sought on consent on November 20, 2025, unless the Debtors made the Required Payments by the Required Payments Deadline (the "**November 20 Receivership Order**"). Ultimately, the Required Payments were not made by the Required Payments Deadline, and, as such, following a hearing before the Honourable Justice Cavanagh on November 20, 2025 (the "**November 20 Hearing**"), the Court granted the November 20 Receivership Order and AGI was appointed as Receiver.

11. The parties re-attended before the Honourable Justice Cavanagh on November 27, 2025 to address the fact that the Court office had required a direction from the Court before it would assign a separate Court file number for the receivership matter on the Commercial List in Toronto. Justice Cavanagh approved the issuance of the Applicant's notice of application seeking the Receiver's appointment on the Commercial List, noting that the NOI proceeding was already on the Commercial List even though the Real Property is located in Oakville. The Receivership Application was then issued on the Commercial List and the Receivership Order was granted on November 27, 2025 under the new Court file number, effective as of November 20, 2025.

The Purpose of the Receivership Proceedings

12. The primary purpose of these receivership proceedings is to create a stabilized environment to facilitate the sale of, or investment in, the Business and/or Property by implementing a Court-supervised sale and investment solicitation process (the "**SISP**"). The SISP, which is to be conducted by a real estate broker under the supervision of the Receiver, contemplates approval of a "stalking horse bid", as discussed below.

13. The Applicant has submitted an asset purchase agreement (the "**Stalking Horse Agreement**"), pursuant to which the Applicant has agreed to act as a stalking horse bidder (in such capacity, the "**Stalking Horse Bidder**") for the acquisition of substantially all of the Business' assets (including the Real Property). The closing of the transaction contemplated by the Stalking Horse Agreement, which is to be largely satisfied by way of a credit bid, is conditional on, among other things: (i) the Stalking Horse Bidder being the Successful Bidder (as defined in the SISP); and (ii) Court approval of the transaction.

14. The Receiver has established a case website at www.albertgelman.com/filedocuments/#177Cross (the "**Case Website**"), where copies of all Court and other materials pertaining to these receivership proceedings are available in electronic form.

II. PURPOSE OF THIS REPORT

15. The purpose of this First Report is to provide the Court with information pertaining to the following:

    a. brief background information of the Debtors and these proceedings;

    b. the SISP, including the proposed procedures to administer same;

    c. the terms of the Stalking Horse Agreement;

    d. the proposed process to identify and adjudicate priority claims against the Debtors (the "**Priority Claims Process**");

    e. the activities of the Receiver since its appointment;

    f. the accounts of AGI in its prior capacity as Proposal Trustee and its current capacity as Receiver, and its counsel, Capstone Legal ("**Capstone**"), for the period ranging from September 25, 2025 to December 31, 2025, in respect of fees and disbursements incurred in the NOI proceedings and the receivership proceedings; and

    g. the Receiver's recommendation that this Court issue Orders, *inter alia*:

        i. approving the SISP and the Stalking Horse Agreement (the "**SISP Order**"). For clarity, the SISP Order does not approve the sale or vesting of any Property to the Stalking Horse Bidder, which is to be considered by the Court on a subsequent motion if the Stalking Horse Agreement is the Successful Bid in the SISP;

        ii. authorizing the Receiver to implement the proposed Priority Claims Process (the "**Priority Claims Process Order**");

        iii. approving this First Report and the Proposal Trustee's First Report, including the activities, actions and conduct of the Receiver and the Proposal Trustee described herein and therein, respectively; and

        iv. approving the fees and disbursements of the Proposal Trustee, the Receiver and Capstone, as set out herein (along with the relief sought in (iii), the "**Ancillary Relief Order**").

III. SCOPE AND TERMS OF REFERENCE

16. In preparing this First Report, the Receiver has relied upon certain unaudited financial information, the Debtors' books and records and discussions with the Debtors' directors and legal counsel, the VTB Mortgagee's legal counsel and the Third Mortgagee's legal counsel.

17. While the Receiver has reviewed the various documents and other information provided by the Debtors, such review does not constitute an audit or verification of such documents/information for

accuracy, completeness or compliance with Accounting Standards for Private Enterprises ("**ASPE**") or International Financial Reporting Standards ("**IFRS**") or otherwise. Accordingly, the Receiver expresses no opinion or other form of assurance pursuant to ASPE or IFRS or otherwise with respect to such documents/information.

18. This First Report has been prepared for the use of this Court and the Debtors' stakeholders as general information relating to the Debtors and to assist the Court in making a determination of whether to approve the relief sought. Accordingly, the reader is cautioned that this First Report may not be appropriate for any other purpose. The Receiver will not assume responsibility or liability for losses incurred by the reader as a result of the circulation, publication, reproduction or use of this First Report contrary to the provisions of this paragraph.

19. Unless otherwise noted, all monetary amounts referenced are in Canadian dollars.

IV. BACKGROUND INFORMATION

20. In connection with the NOI Extension Motion and the Receivership Application, the following sworn affidavits were filed with the Court:

    a. the affidavit of Sarmad Ganni sworn October 28, 2025, filed in support of the NOI Extension Motion (the "**Ganni Affidavit**"); and

    b. the affidavit of Bernard Woo sworn November 12, 2025, filed in support of the Receivership Application (and the withdrawal of 177 Cross' NOI proceedings) (the "**Woo Affidavit**" and collectively with the Ganni Affidavit, the "**Affidavits**").

21. The Affidavits provide, among other things, information concerning the Debtors' background, creditor composition and events giving rise to the NOI proceedings and Receivership Application, and, accordingly, that detailed discussion has not been repeated in this First Report. Copies of the Affidavits, without exhibits, are attached hereto as **Appendix "E"**. Copies of the Affidavits, with exhibits, are available on the Case Website.

General Background

22. The Debtors are private companies incorporated under the laws of the Province of Ontario. 177 Cross is the registered title holder of the Real Property. 177 Cross holds the Real Property as bare nominee and all proceeds therefrom and all assets and property related to or situate thereon for and on behalf of Double Diamond.

23. The Real Property is approximately 2.5 acres. Situated upon the Real Property are two single-storey, multi tenant retail buildings and one single-storey commercial building with a day care centre. As of the date of this First Report, of the Real Property's eleven (11) rentable commercial units, nine (9)

are occupied and two (2) are vacant. The Debtors intended to develop a mixed-use condominium/redevelopment project on the Real Property.

24. The Receiver understands that liquidity issues prevented the Debtors from advancing the redevelopment project.

25. The Debtors' directors are Mr. Ganni and Nawar Mahfooth. The Receiver understands both Mr. Ganni and Mr. Mahfooth were active in the management of the Debtors' affairs.

26. The Receiver understands that the Debtors have no employees. The bookkeeping/accounting function of the Debtors was historically performed by an independent contractor.

Secured Creditors

27. As noted above, the secured creditors of the Business/Real Property comprise the Applicant in respect of the VTB Mortgages and the Third Mortgagee in respect of the Third Mortgage, which are owed as described above.

28. The Receiver also understands that there is accrued and unpaid property taxes owing on the Real Property by the Debtors. The Receiver has contacted the City of Oakville to confirm the outstanding balance and intends to report on the amount in a subsequent report to the Court.

29. The Receiver is not aware of any additional creditor registrations on title to the Real Property or otherwise registered against the Debtors as it relates to the Business.

Unsecured Creditors

30. The Debtors estimate that, as of October 29, 2025, they had unsecured obligations totaling approximately $22 million.

V. THE SALE PROCESS, SALE PROCEDURES AND STALKING HORSE AGREEMENT

31. A copy of the SISP, which was developed cooperatively among the Receiver and the Stalking Horse Bidder, and in consultation with the Broker (as defined below), is attached hereto as **Appendix "F"**. Capitalized terms not otherwise defined in this First Report have the meanings provided to them in the SISP. **Readers are cautioned to carefully read the SISP and not to rely on a review of the summary of the SISP contained in the body of this First Report**.

32. The purpose of the SISP is to seek and to implement proposals to acquire the Property or invest in or refinance the Business while providing greater certainty of a transaction through the Stalking Horse Agreement.

33. The Receiver has retained Lennard Commercial Realty, Brokerage (the "**Broker**") to assist in the development and execution of the SISP and related marketing strategy.

34. The timelines of the proposed SISP are as follows:

Milestone	Key Dates
Phase 1: Formal Marketing Process and Initial Due Diligence Period	January 20, 2026 – February 26, 2026
Phase 1 Bid Deadline	February 27, 2026
Phase 2: Due Diligence Period for Selected Bidders	February 28, 2026 – March 19, 2026
Phase 2 Bid Deadline	March 20, 2026
Auction	Not later than March 23, 2026
Court Approval of Successful Bid	Not later than the week of March 31, 2026
Targeted Closing Date	April 20, 2026
Outside Date	April 30, 2026

35. The SISP is separated into two phases that will be carried out by the Broker, on behalf of and under the supervision of the Receiver. During Phase 1 of the SISP, which will commence as soon as possible after the SISP Order is issued, and in any event, no later than five (5) business days following such date, the Receiver and the Broker will prepare a list of potential bidders, which list may be periodically expanded during Phase 1 as additional potential bidders and parties who wish to participate in the SISP are identified. The Receiver and the Broker will circulate a marketing flyer (the "**Flyer**") to such potential bidders, who will be required to execute a non-disclosure agreement ("**NDA**") to participate in the SISP and receive further information regarding the opportunity. The Receiver will also publish an advertisement of the opportunity in *The Globe and Mail* (National Edition) and on the Insolvency Insider Canada website. The Receiver will also post the advertisement of the opportunity on the Case Website.

36. Those parties that have executed an NDA ("**Participating Bidders**") will be provided with access to an electronic data room containing financial and other due diligence information.

Phase 1

37. During Phase 1 of the SISP, the Broker will solicit bids from Participating Bidders. Participating Bidders will have until the Phase 1 Bid Deadline of **5:00 PM (Eastern Time) on February 27, 2026** to submit a Phase 1 Bid, in accordance with the terms of the SISP (the "**Phase 1 Bid Deadline**").

38. The Phase 1 Bid Deadline was determined in consultation with the Broker and the Stalking Horse Bidder. The Broker has advised the Receiver that it is of the view that the Phase 1 Bid Deadline is

appropriate and provides potential bidders with sufficient time to become aware of the SISP opportunity, complete sufficient due diligence and submit a Phase 1 Bid.

39. A Phase 1 Bid will be considered a qualified bid ("**Qualified Phase 1 Bid**") only if it meets the following criteria (as more specifically described in the SISP):

a. it is submitted by a Participating Bidder and received by the Broker and the Receiver on or before the Phase 1 Bid Deadline;

b. it is accompanied by a bidder information letter disclosing, among other things, (i) ownership, control, and beneficial interests of the Participating Bidder, a statement that the Participating Bidder expects that it can complete the transaction by the Outside Date, (iii) whether the bid is a Sale Proposal or an Investment Proposal and (iv) any other information reasonably requested by the Receiver (in consultation with the Broker);

c. in the case of a Sale Proposal, it must include, *inter alia*:

i. a marked-up draft purchase agreement based on the Stalking Horse Agreement setting out the proposed purchase price (including assumed liabilities) and all material deal terms; and

ii. disclose financing sources and evidence of availability, required approvals, conditions to closing, anticipated closing timeline, stakeholder treatment, and any additional Phase 2 diligence; and

d. in the case of an Investment Proposal, it must include, *inter alia*:

i. a detailed transaction structure, including proposed payments, financing terms, and the aggregate amount of capital to be provided; and

ii. disclose funding sources and evidence of availability, required approvals, conditions to closing, anticipated closing timeline, stakeholder treatment, and any additional Phase 2 diligence.

40. In assessing the Phase 1 Bids, the Receiver, in consultation with the Broker, may waive compliance with any one or more of the requirements specified above and deem such non-compliant bids to be a Qualified Phase 1 Bid. For the avoidance of doubt, the completion of any Sale Proposal or Investment Proposal shall be subject to the approval of the Court and the requirement of approval of the Court may not be waived.

41. If one or more Qualified Phase 1 Bids are received and the Receiver, in consultation with the Broker, determines such bid(s) is superior to or competitive with the Stalking Horse Bid, then the Receiver, in consultation with the Broker, may select such Qualified Phase 1 Bid(s) to continue to Phase 2,

with each such bidder deemed to be a "**Selected Bidder**". The Stalking Horse Bidder is automatically considered a Selected Bidder.

42. If the Receiver, in consultation with the Broker, determines that no Qualified Phase 1 Bid is superior to or competitive with the Stalking Horse Bid, and no bidder other than the Stalking Horse Bidder is deemed to be a Selected Bidder, then the Stalking Horse Bid will be deemed to be the Successful Bid, the SISP will not proceed to Phase 2 nor will an Auction be held, and the Receiver will apply to the Court for approval of the Stalking Horse Bid.

Phase 2

43. If Phase 2 is required, then during Phase 2, the Broker, under the supervision of the Receiver, will solicit final, binding Sale Proposals or Investment Proposals from Selected Bidders.

44. Selected Bidders (including their legal and financial advisors) will be granted additional access to due diligence materials relating to the Property and the Business, as deemed appropriate by the Receiver, in consultation with the Broker.

45. Selected Bidders wishing to proceed must submit a final binding bid by **5:00 p.m. (ET) on March 20, 2026**, consisting of an executed purchase agreement (for Sale Proposals) or executed investment/credit agreement (for Investment Proposals).

46. The Phase 2 Bid Deadline was selected in consultation with the Broker. The Broker has advised the Receiver that it is of the view that the Phase 2 Bid Deadline is appropriate and provides potential bidders with sufficient time to conduct any additional due diligence required and to solidify their bid into a binding Final Bid. The Receiver is of the view that the timelines with respect to the bid deadlines provided for in the SISP are reasonable and appropriate in the circumstances.

47. The Stalking Horse Agreement is deemed to be a Final Bid, a Qualified Bid, and the Stalking Horse Bidder is deemed a Selected Bidder and Auction Bidder.

48. Final Bids must, *inter alia*:

    a. meet prescribed qualification requirements, including: minimum value thresholds, firm and irrevocable financing commitments, no conditionality on further diligence or financing, full disclosure of ownership and control, stakeholder treatment, assumed liabilities, approvals required and a closing timeline on or before the Outside Date; and

    b. be accompanied by a deposit equal to **at least 10%** of the proposed purchase price and evidence of appropriate corporate authorization. Deposits will be held in trust by the Receiver and (i) in the case of a Successful Bid, applied to the purchase price or investment amount upon closing such bid and treated in accordance with the relevant purchase agreement, or (ii) in the case of bids that are not selected as the Successful Bid, returned following Court approval of the Successful Bid, subject to retention of the Backup Bid deposit until closing of the transaction contemplated by the Successful Bid.

49. The Receiver, in consultation with the Broker, may waive certain bid requirements (subject to specified limitations) and determine whether a bid qualifies.

Auction Process

50. If one or more Qualified Bids are received and a Successful Bid is reasonably attainable, the SISP will proceed to an auction; otherwise, the Stalking Horse Agreement will be deemed the Successful Bid.

51. The key terms of the auction process are as follows:

   a. the auction will be held on or before March 23, 2026, in a format determined by the Receiver, with participation limited to authorized representatives of Auction Bidders;

   b. prior to the auction, the Receiver will identify the initial highest and/or best bid and disclose material economic and business terms of competing bids to Auction Bidders;

   c. bids in the auction must exceed the prior bid by minimum cash increments of $250,000 and continue to satisfy the Qualified Bid requirements;

   d. bidders failing to submit an overbid in any round will be eliminated and the auction will continue until no further overbids are received;

   e. the Receiver may adjourn the auction as necessary and may designate both a Successful Bid and a Backup Bid; and

   f. the Receiver will determine all other auction procedures and may, with the assistance of its advisors and in consultation with the Broker, adopt additional rules at or prior to the Auction to promote a fair and effective process, provided such rules are consistent with the SISP. Where an Investment Proposal involves a restructuring, recapitalization or reorganization and is expected to deliver value for the benefit of creditors and other stakeholders, the Receiver may implement appropriate procedures to facilitate such bidder's participation in the Auction, subject to compliance with the Qualified Bid Requirements and in keeping with the principles of the SISP.

Approval Motion for Successful Bid

52. The Receiver will seek Court approval of the Successful Bid and authority to enter into all necessary agreements and take such steps as may be required to implement the transaction. The approval hearing is expected to occur on or before March 31, 2026, subject to scheduling by the Court, and as may be adjourned or rescheduled by the Receiver. Court Approval is a necessary condition to complete any transaction. Upon Court approval of the Successful Bid, all other Qualified Bids, except the Backup Bid, will be deemed rejected. Any Backup Bid will remain open until completion of the Successful Bid transaction, at which time it will expire. If the Successful Bidder fails to complete the transaction following Court approval, the Backup Bid will be deemed the Successful Bid and the Receiver may complete the transaction with the Backup Bidder within 30 days, without further order of the Court.

Other

53. The Receiver may extend key deadlines, including the Phase 1 and Phase 2 bid deadlines and the targeted closing date, in consultation with the Broker and with the consent of the Stalking Horse Bidder.

The Stalking Horse Agreement

54. The Stalking Horse Agreement contemplates the acquisition of the Purchased Assets (as defined in the Stalking Horse Agreement), including the Real Property and substantially all the property used in the Business by the Debtors, with a view to continuing the Business as a going concern. Capitalized terms not otherwise defined in this section have the meanings given to them in the Stalking Horse Agreement, a copy of which is attached hereto as **Appendix "G"**. The key terms and conditions of the Stalking Horse Agreement are provided below:

    a. **Stalking Horse Bidder**: 915643 Ontario Inc.;

    b. **Purchase Price**: comprising the aggregate of the following amounts (the "**Purchase Price**"):

        i. any outstanding amounts secured by the Receiver's Charge (as defined in the Receivership Order) on the Closing Date (the "**Receiver's Charge Amount**");

        ii. any and all other amounts and claims which rank in priority to the VTB Mortgages, including, without limitation, on account of unremitted property or other taxes and amounts that have priority pursuant to s. 78(2) of the *Construction Act*, after application of any cash on hand of the Debtors' immediately prior to Closing (collectively, the "**Priority Payables**"). The aggregate of the Receiver's Charge Amount and the Priority Payables is defined in the Stalking Hose Agreement as the "**Cash Portion**";

iii. the amount owing under the VTB Mortgages on the Closing Date, including without limitation principal, interest, interest on interest, protective disbursements, legal expenses, amendment and/or extension fees, and costs and expenses. As of the date of this First Report, the estimated amount owing under the VTB Mortgages is approximately $40.0 million (not including outstanding interest, fees, costs or expenses accrued to date or that continue to accrue); and

iv. any outstanding amounts secured by the Receiver's Borrowing Charge (as defined in the Receivership Order) on the Closing Date;

c. **Deposit**: within five (5) Business Days following the issuance of the SISP Order, the Stalking Horse Bidder will transfer an amount equal to 10% of the present cash component of the Purchase Price to the Receiver, to be held in trust (the "**Deposit**"). Upon closing, the Deposit will be applied against the Cash Portion of the Purchase Price;

d. **Purchased Assets**: includes, among others, the Real Property, all chattels used in or related to the Real Property, the Development Materials (to the extent transferrable), the benefit of any prepaid expenses or deposits, books and records related to the Purchased Assets, cash, cash equivalents, marketable securities and accounts receivable related to the Real Property, the benefit of refundable taxes and the Assumed Contracts (as defined in the Stalking Horse Agreement, and which are to be identified to the Receiver within three (3) Business Days after the Stalking Horse Agreement is selected as the Successful Bid);

e. **Assumed Liabilities**: all liabilities and obligations incurred under or in respect of the following: (i) Permitted Encumbrances and (ii) arising from the possession, ownership or use of the Purchased Assets arising after Closing;

f. **Excluded Liabilities**: any liabilities of the Debtors other than the Assumed Liabilities;

g. **Priority Payables and Cure Costs**: on or prior to the date which is three (3) Business Days prior to the Closing Date, the Receiver is to deliver an updated schedule setting out the Priority Payables and Cure Costs as of the Closing Date (the "**Closing Priority Payables and Cure Costs Schedule**"), which schedule will replace the original Schedule "E" attached to the Stalking Horse Agreement. In the event that on Closing (i) the Cash Portion of the Purchase Price and the Cure Costs in the aggregate exceeds the sum of $2.0 million (the "**Maximum Cash Amount**") or (ii) the Closing Priority Payables and Cure Costs Schedule includes any new category of Claim that is not a Priority Claim set out in the original Schedule "E" attached to the Stalking Horse Agreement, the Stalking Horse Bidder may terminate the Stalking Horse Agreement without recourse (and with the deposit to be returned);

h. **Representations and Warranties**: consistent with the standard terms of an insolvency transaction, i.e. on an "as is, where is" basis, with limited representations and warranties;

i. **Closing Date**: the date that is the later of (i) the first Business Day following the date that is twenty (20) days after the Approval and Vesting Order is issued by the Court and (ii) the first Business Day following the date that is twenty (20) days after the date on which any appeals or motions to set aside or vary the Approval and Vesting Order have been finally determined, and in each case, after the Purchase Price and all other Closing deliverables have been delivered or, if the Parties agree, such other date as agreed in writing by the Parties;

j. **Material Conditions**, include, *inter alia*:

For the Benefit of Both Parties

i. the Approval and Vesting Order shall have been issued and entered and shall not have been stayed, amended, modified, reversed or dismissed;

For the Benefit of the Stalking Horse Bidder

i. the Stalking Horse Bid is selected as the Successful Bid;

ii. the representations and warranties of the Receiver contained in the Stalking Horse Agreement shall be true and correct as of the Closing Date in all material respects;

iii. the Receiver shall have fulfilled or complied with all covenants contained in the Stalking Horse Agreement required to be fulfilled or complied with by it in all material respects on or before the Closing Date. The Stalking Horse Bidder may, in its sole discretion, extend the Closing Date to a date that is on or prior to the Outside Date;

iv. the Receiver shall have complied with all the terms contained in the Stalking Horse Agreement applicable to the Receiver prior to the Closing Date;

v. there shall be no Claim, litigation or proceedings pending or threatened or order issued by a Governmental Authority against either of the Parties, or involving any of the Purchased Assets, for the purpose of enjoining, preventing or restraining the completion of the contemplated transaction or otherwise claiming that such completion is improper;

vi. the Cash Portion of the Purchase Price shall not exceed an amount equal to the Maximum Cash Amount;

vii. the Closing Priority Payables and Cure Costs Schedule does not include any new category of Claim that is not a Priority Payable specifically set out in the original Schedule "E" to the Stalking Horse Agreement; and

viii. no material adverse change shall have occurred with respect to the Purchased Assets, including the physical and environmental condition of the Real Property, between the date of the Stalking Horse Agreement and the Closing Date; and

For the Benefit of the Receiver

i. all the representations and warranties of the Stalking Horse Bidder contained in the Stalking Horse Agreement shall be true and correct in all material respects on the Closing Date;

ii. the Stalking Horse Bidder shall have paid (or otherwise satisfied) the Purchase Price;

iii. the Stalking Horse Bidder shall have fulfilled or complied with all covenants contained in the Stalking Horse Agreement required to be fulfilled or complied with by it in all material respects on or before the Closing Date;

iv. the Stalking Horse Bidder shall have complied with all the terms contained in the Stalking Horse Agreement applicable to the Stalking Horse Bidder prior to the Closing Date; and

v. there shall be no Claim, litigation or proceedings pending or threatened or order issued by a Governmental Authority against either of the Parties, or involving any of the Purchased Assets, for the purpose of enjoining, preventing or restraining the completion of the Transaction or otherwise claiming that such completion is improper;

k. **Termination**: the Stalking Horse Agreement can be terminated:

i. automatically and without any action or notice by either Party, immediately if this Agreement is not selected as the Successful Bid or a back-up Bid in accordance with the SISP;

ii. automatically and without any action or notice by either Party, immediately if the Receiver completes a sale of the Purchased Assets to another bidder pursuant to and in compliance with the SISP;

iii. if mutually agreed between the Receiver and the Stalking Horse Bidder;

iv. as noted above, if the Cash Portion of the Purchase Price and the Cure Costs in the aggregate exceeds the Maximum Cash Amount (i.e. $2.0 million) or the Closing Priority Payables and Cure Costs Schedule includes any new category of Claim that is not a Priority Claim set out in the original Schedule “E” attached to the Stalking Horse Agreement;

v. if any of the provisions in the Stalking Horse Agreement concerning risk, damage, destruction and expropriation in respect of the Real Property are breached;

vi. if there is a material breach by either party of any representation, warranty or covenant contained in the Stalking Horse Agreement, which breach has not been waived or cured in accordance with the Stalking Horse Agreement;

vii. if the Approval and Vesting Order is not issued by the Court on or before March 31, 2026, which date may be extended by the Stalking Horse Bidder in its sole discretion; and

viii. automatically, if Closing does not occur prior to the discharge of the Receiver as the receiver of the Purchased Assets, unless the Receiver's interest in the Stalking Horse Agreement has been assigned prior to (or as part of) the Receiver's discharge.

Bid Protections

55. The Stalking Horse Agreement does not contemplate any break fee or expense reimbursement payable to the Stalking Horse Bidder if it is not selected as the Successful Bidder.

Stalking Horse Agreement Recommendation

56. The Receiver has considered whether the Stalking Horse Bidder's offer warrants it being structured as a stalking horse bid, as opposed to the Stalking Horse Bidder simply being a bidder in the SISP. The Proposed Receiver is of the view that the stalking horse structure is superior to the alternative for the following reasons:

a. the Stalking Horse Agreement provides greater certainty to the Debtors' stakeholders, including its nine (9) active tenants (each of which operate businesses from their respective units), that a transaction will be completed;

b. the Stalking Horse Agreement does not include a break fee or expense reimbursement;

c. the Stalking Horse Agreement is not being approved as the Successful Bid at this time, but is subject to the outcome of the SISP; and

d. the Stalking Horse Agreement sets a minimum bid amount, which will avoid the time and resources being spent on below market offers.

Sale Process Recommendation

57. The Receiver is of the view, and has been advised by the Broker that it too is of the view, that the timelines and procedures provided for under the SISP, including the incorporation of the Stalking Horse Agreement, are reasonable and appropriate in the circumstances based on its experience and its review of sale and investment solicitation processes approved by the Court in similar proceedings.

58. The Receiver therefore recommends that this Court issue the SISP Order for the following reasons:

a. in the Receiver's view, the SISP, including its terms, procedures and proposed timeline, is commercially reasonable;

b. the Receiver has engaged the services of a real estate broker (Lennard) led by individuals who have extensive experience selling similar properties and other real properties subject to insolvency proceedings;

c. the proposed SISP is a fair, open and transparent process intended to canvass the market broadly on an orderly basis;

d. stalking horse sale processes are a recognized mechanism in restructuring processes to maximize recoveries, while creating stability for the business and certainty for the stakeholders;

e. the SISP allows for a fair, efficient and transparent market test for the benefit of all stakeholders, and provides an opportunity to complete a transaction with greater value than what is offered in the Stalking Horse Agreement, should one materialize;

f. it is, in the Receiver's view, in the best interests of the Company's stakeholders that the Stalking Horse Agreement be preserved in order to have the opportunity to maximize value and to protect downside risk in the event that a superior offer is not submitted;

g. the proposed timeline of the SISP is, in the Receiver's and Broker's view, sufficient to allow interested parties to perform due diligence and submit offers;

h. the terms of the Stalking Horse Agreement are commercially reasonable;

i. the requirement to return to Court for approval of a transaction before the Receiver can consummate any Successful Bid ensures that a transaction identified in the SISP will not proceed without review and consideration by the Court; and

j. there are no bid protections or expense reimbursements that may otherwise discourage interested parties from submitting offers in the SISP.

VI. PRIORITY CLAIMS PROCESS

59. The Receiver seeks authorization to commence the Priority Claims Process, limited to determining the claims of creditors against the Debtors and/or the Real Property that may rank in priority to the VTB Mortgages as well as the charge in favour of the Third Mortgagee.

60. Since the Stalking Horse Bid is a credit bid, it is appropriate to determine the prior-ranking claims to determine the consideration to be paid under the Stalking Horse Bid both in the event the Stalking Horse Bid is selected as the Successful Bid in the SISP and in the event that the Receiver needs to compare the value of another bid to that of the Stalking Horse Bid.

61. All stakeholders are strongly encouraged to review the proposed Priority Claims Process Order. The discussion in this First Report regarding the Priority Claims Process is intended only as a summary of certain key aspects of the proposed Priority Claims Process Order, a copy of which is attached

hereto as **Appendix "H"**. Capitalized terms used in this section and not otherwise defined have the meanings ascribed to them in the Priority Claims Process Order.

62. For added clarity, no Person is required to submit a Proof of Claim in respect of (i) any Claim that is not asserted to be a Priority Claim, including any unsecured Claim; or (ii) any claim arising in respect of any period following the date of the Receivership Order and/or not based on facts or circumstances existing on or prior to the date of the Receivership Order.

Claims Bar Date

63. All Priority Creditors wishing to assert a Priority Claim, will be required to file with the Receiver a Proof of Claim by **5:00 p.m. (Toronto time) on February 27, 2025** (the "**Claims Bar Date**").

64. Any Priority Creditor that does not file a Proof of Claim, together with supporting documentation, by the Claims Bar Date, will, *inter alia:*

    a. be forever barred from asserting or enforcing any such Priority Claim; and

    b. not be entitled to receive any distributions from the Debtors in respect of such Priority Claim.

65. The Receiver is of the view that the Claims Bar Date is reasonable in that it provides sufficient time for Priority Creditors to evaluate and submit any Proof of Claim that it may have against the Debtors. It also aligns with the Phase 1 Bid Deadline and so will help to provide information for the Receiver if the SISP proceeds to Phase 2.

Notice Provisions

66. In accordance with the Priority Claims Process Order, the Receiver will:

    a. by no later than two (2) Business Days following the making of the Priority Claims Process Order, post a copy of the Priority Claims Process Order, with schedules, on the Case Website;

    b. send a copy of the Claims Package by January 23, 2026 to any Person the Books and Records disclose to be a Priority Creditor owed monies by one or more of the Debtors as of the date of the Priority Claims Process Order and which monies remain unpaid in whole or in part;

    c. by no later than January 23, 2026, cause to be published the Notice to Priority Creditors in *The Globe and Mail* (National Edition) and posted on the Insolvency Insider Canada website; and

    d. upon request, deliver a copy of the Claims Package to any Person claiming to be a Priority Creditor and requesting such material, provided such request is received prior to the Claims Bar Date.

Adjudication of Claims

67. The Receiver will review all Proofs of Claim filed on or before the Claims Bar Date and will accept, revise or disallow (in whole or in part) such Proof of Claim. At any time, the Receiver may request

additional information with respect to any Priority Claim and may request that the Priority Creditor file a revised Proof of Claim.

68. If a decision is made to revise or disallow a Proof of Claim, the Receiver will send a Notice of Revision or Disallowance to the Priority Creditor. However, the Receiver may attempt to resolve the amount and/or status of any Priority Claim with the Priority Creditor on a consensual basis prior to accepting, revising or disallowing such Claim.

69. Any Priority Creditor who intends to dispute a Notice of Revision or Disallowance must, by no later than 5:00 pm on the Business Day that is seven (7) days after the date on which the Receiver delivers the Notice of Revision or Disallowance, or such later date as the Receiver may agree in writing or the Court may order. Any Priority Creditor that does not deliver to the Receiver a Notice of Dispute of Revision or Disallowance within the prescribed time period will be deemed to have accepted the amount and status of its Proof of Claim, as set out in the Notice of Revision or Disallowance, and such amount and status, if any, will constitute such Priority Creditor's Proven Claim.

70. As soon as practicable after the delivery of the Notice of Dispute to the Receiver, the Receiver may:

    a. attempt to resolve the classification and amount of the Priority Claim with the Priority Creditor on a consensual basis; and/or

    b. schedule an appointment with the Court for the purpose of scheduling a motion to have the classification and/or amount of the Priority Claim determined by the Court.

71. The Receiver may also make a motion to the Court for a final determination of a Priority Claim at any time, whether or not a Notice of Revision or Disallowance has been sent by the Receiver, on full notice to the applicable Priority Creditor.

72. In the event that the dispute between the Priority Creditor and the Receiver is not settled within a time period or in a manner satisfactory to the Receiver or the Priority Creditor, the Receiver or the Priority Creditor may make a motion to the Court for directions, on notice to each other.

VII. ACTIVITIES OF THE RECEIVER

73. The Receiver's activities prior to and since the Receivership Filing Date have included, among other things, the following:

    a. corresponding extensively with Capstone and McCarthy Tetrault LLP (counsel to the Applicant/Stalking Horse Bidder, "**MT**"), regarding all aspects of this mandate;

    b. corresponding with the Debtors' directors, Mr. Ganni and Mr. Mahfooth, regarding these receivership proceedings and various matters regarding the Business and the Real Property;

c. corresponding with Scalzi Law LLP, counsel to the Third Mortgagee, regarding rent attornment matters, the SISP and other matters pertaining to these proceedings;

d. reviewing various Court and other materials in connection with the NOI Withdrawal Order and the Receivership Application;

e. attending at Court on November 18, 2025 and November 20, 2025 in respect of the November 18 Hearing and November 20 Hearing, respectively, and again on November 27, 2025 in respect of the case conference to address the November 20 Receivership Order, the issuance of the Applicant's notice of application seeking the Receiver's appointment and the implications for the Receivership Order;

f. preparing a cash flow forecast setting out the expected cash receipts and disbursements during the pendency of these receivership proceedings and corresponding with Capstone and MT regarding same and in the context of potential interim financing to be provided by the Applicant;

g. attending at the Real Property on November 26, 2025 for a site tour and to attend meetings with the Tenants;

h. drafting an internal memorandum regarding the November 26, 2025 site visit at the Real Property;

i. corresponding with Tenants and certain of their legal counsel regarding the receivership proceedings generally, payment of rent during the receivership, ongoing maintenance and repair matters and various other matters relating to the occupancy of their respective units;

j. reviewing the Tenant leases and preparing internal memoranda summarizing the terms of same;

k. drafting a letter to Tenants regarding terms and procedures for payment of rent during the receivership proceedings;

l. opening a receivership bank account and paying post-filing expenses therefrom;

m. establishing and maintaining the Case Website;

n. arranging for the redirection of the Debtors' mail to the Receiver (for clarity, this was restricted to mail in connection with the Business and the Real Property);

o. corresponding with the Debtors' insurance broker regarding continuation of coverage over the Business/Real Property and adding the Receiver as the named insured and loss payee on the policy;

p. preparing the Notice and Statement of the Receiver pursuant to Sections 245(1) and 246(2) of the BIA and delivering same to the Office of the Superintendent of Bankruptcy, the Debtors and the Debtors' creditors;

q. retaining Richmond Advisory Services Inc. ("**Richmond**") to provide ongoing property management services at the Real Property during these proceedings, and corresponding with Richmond on a near daily basis regarding tenant matters, property maintenance matters and rent collection;

r. arranging for the opening of post-filing utilities accounts and corresponding, including through Richmond, with the Real Property/Business utilities providers;

s. reviewing and responding to enquiries from creditors, the Tenants (including legal counsel) and other stakeholders of the Debtors;

t. corresponding with the City of Oakville regarding property tax arrears on the Real Property;

u. corresponding with CRA regarding the receivership proceedings generally and to request a trust exam in respect of the Debtors' HST accounts;

v. reviewing proposals (the "**Proposals**") from three (3) real estate brokerages (including the Broker) submitted in connection with selecting a listing agent and corresponding with same regarding the proposed SISP and their respective Proposals;

w. corresponding with MT and Capstone regarding the Proposals and the Receiver's recommendations thereon;

x. negotiating and entering into a listing agreement with the Broker;

y. facilitating due diligence requests from the Broker in preparation for and the development of marketing materials and other matters regarding the SISP;

z. reviewing and negotiating the Stalking Horse Agreement and corresponding with Capstone and MT regarding same and various related matters in connection with the SISP;

aa. developing the SISP in consultation with MT, Capstone and the Broker;

bb. reviewing all motion materials in connection with this motion, including the SISP Order, Priority Claims Process Order and Ancillary Relief Order, among other materials;

cc. drafting this First Report; and

dd. dealing with all other matters pertaining to the administration of this mandate not specifically addressed above.

VIII. ACCOUNTS OF THE PROPOSALTRUSTEE, RECEIVER AND CAPSTONE

74. Pursuant to the Receivership Order, the fees and disbursements of the Proposal Trustee and its legal counsel, Capstone, form part of the Receiver's Charge in addition to the fees and disbursements of the Receiver and Capstone as legal counsel to the Receiver.

75. In accordance with paragraphs 17 and 18 of the Receivership Order, the Receiver has been authorized to periodically pay its fees and disbursements, and that of its counsel, subject to approval by the Court.

76. The Receiver and its counsel, Capstone, have maintained detailed records of their professional fees and disbursements throughout the course of the NOI proceedings and since the Receivership Filing Date.

77. AGI's professional fees incurred in its capacity as Proposal Trustee during the NOI proceedings and rendered during the period from September 25, 2025 to December 3, 2025 amount to $43,458, plus disbursements in the amount of $592 (all excluding HST). These amounts represent professional fees and disbursements not yet approved by the Court. The time spent by the Proposal Trustee's professionals is described in the affidavit of Adam Zeldin, sworn January 13, 2026, attached hereto as **Appendix "I"** (the "**Zeldin Fee Affidavit**").

78. AGI's professional fees incurred in its capacity as Receiver and rendered during the period from November 10, 2025 to December 31, 2025 amount to $44,050, plus disbursements in the amount of $1,892 (all excluding HST). These amounts represent professional fees and disbursements not yet approved by the Court. The time spent by the Receiver's professionals is described in the Zeldin Fee Affidavit.

79. Capstone's professional fees for services rendered in its capacity as counsel to the Proposal Trustee for the period from October 14, 2025 to November 23, 2025 total $16,200, plus disbursements in the amount of $50 (all excluding HST). These amounts represent professional fees and disbursements not yet approved by the Court. The time spent by Capstone's professionals is described in the affidavit of Danny Nunes, sworn January 12, 2026, attached hereto as **Appendix "J"** (the "**Nunes Fee Affidavit**")

80. Capstone's professional fees for services rendered in its capacity as counsel to the Receiver for the period from November 10, 2025 to December 31, 2025 total $10,200, plus disbursements in the amount of $50 (all excluding HST). These amounts represent professional fees and disbursements not yet approved by the Court. The time spent by Capstone's professionals is described in the Nunes Fee Affidavit.

81. The Receiver has reviewed Capstone's accounts and has determined that the services have been duly authorized and duly rendered and that the charges are reasonable

IX. RECEIVER'S RECOMMENDATION

82. Based on all of the foregoing, the Receiver respectfully recommends that this Honourable Court grant the SISP Order, the Priority Claims Process Order and the Ancillary Relief Order in the forms sought.

All of which is respectfully submitted this 13th day of January 2026

ALBERT GELMAN INC.,
in its capacity as Receiver and Manager of
177 Cross Argus Development Inc and
Double Diamond Capital Inc.
and not its personal or any other capacities

Per: ________________________________
Adam Zeldin*, CPA, CA, CIRP, LIT*

APPENDIX “C”

Court File No. CV-25-00753599-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	TUESDAY, THE 31st DAY
	)	
JUSTICE DUNPHY	)	OF MARCH, 2026

915643 ONTARIO INC.

Applicant

- and –

177 CROSS ARGUS DEVELOPMENT INC. and
DOUBLE DIAMOND CAPITAL INC.

Respondents

APPROVAL AND VESTING ORDER

THIS MOTION, made by Albert Gelman Inc., in its capacity as receiver and manager (in such capacity, the "**Receiver**"), without security, of all the assets, undertakings and properties of 177 Cross Argus Development Inc. and Double Diamond Capital Inc. (collectively, the "**Debtors**"), acquired for or used in relation to a business carried on by the Debtors at the real property known municipally as 177-185 Cross Avenue, Oakville, ON and 580 Argus Road, Oakville, ON (the "**Real Property**"), for an order approving the sale transaction (the "**Transaction**") contemplated by a stalking horse agreement of purchase and sale between the Receiver and 915643 Ontario Inc. (the "**Purchaser**") dated January 14, 2026 (the "**APS**") and vesting in the Purchaser, the Debtor's right, title and interest in and to the assets described in the APS (the "**Purchased Assets**"), was heard this day by video conference.

ON READING the Second Report of the Receiver dated March 24, 2026 and the appendices thereto and on hearing the submissions of counsel for the Receiver and those other parties that were present as listed on the Participant Information Form, no other party appearing although duly served as appears from the affidavit of Danny Nunes sworn March 26, 2026, filed.

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated such that this motion is properly returnable today and hereby dispenses with further service thereof.

APS APPROVAL AND VESTING

2. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the APS by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the APS and listed on Schedule B hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Cavanagh dated November 27, 2025; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; (iii) all Excluded Liabilities (as defined in the APS); and (iv) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or

relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Titles Division of Halton (No. 20) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject Real Property identified in Schedule B hereto in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

5. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

6. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof by the Receiver to the Purchaser.

7. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Debtors' records pertaining to the Debtors' past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtors.

8. **THIS COURT ORDERS** that, notwithstanding:

(a) the pendency of these proceedings;

(b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") in respect of the Debtors and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of the Debtors;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

GENERAL

9. **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.

10. **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.

Digitally signed
by Sean Dunphy
Date: 2026.03.31
14:46:44 -04'00'

Schedule A – Form of Receiver's Certificate

Court File No. CV-25-00753599-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

915643 ONTARIO INC.

Applicant

- and –

177 CROSS ARGUS DEVELOPMENT INC. and
DOUBLE DIAMOND CAPITAL INC.

Respondents

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Cavanagh of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated November 27, 2025, effective November 20, 2025, Albert Gelman Inc. was appointed as the receiver and manager (in such capacity, the "**Receiver**"), without security, of all the assets, undertakings and properties of 177 Cross Argus Development Inc. and Double Diamond Capital Inc. (collectively, the "**Debtors**"), acquired for or used in relation to a business carried on by the Debtors at the real property known municipally as 177-185 Cross Avenue, Oakville, ON and 580 Argus Road, Oakville, ON.

B. Pursuant to an Order of the Court dated March 31, 2026, the Court approved the stalking horse agreement of purchase and sale between the Receiver and 915643 Ontario Inc. (the "**Purchaser**") dated January 14, 2026 (the "**APS**") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing set out in the APS have been satisfied or waived by the

Receiver and the Purchaser; and (iii) the Transaction contemplated by the APS has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the APS.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the APS;

2. The conditions to Closing set out in the APS have been satisfied or waived by the Receiver and the Purchaser; and

3. The Transaction has been completed to the satisfaction of the Receiver.

4. This Certificate was delivered by the Receiver at ________ [TIME] on _______ [DATE].

ALBERT GELMAN INC., in its capacity as Court-appointed Receiver of the property, assets and undertakings of 177 Cross Argus Development Inc. and Double Diamond Capital Inc., and not in its personal or corporate capacity

Per: ____________________________________

Name:

Title:

Schedule B – Purchased Assets

PIN 24816-0031 (LT):

LT 3, PL 1333; PT LT 1, PL 1333, AS IN 755007; PT LT 14, CON 3 TRAF SDS, AS IN 755007; TOWN OF OAKVILLE

Schedule C – Claims to be deleted and expunged from title to the Real Property

1. Instrument No. HR1953701, registered March 15, 2023, being a Charge in favour of 915643 Ontario Inc. in the principal amount of $31,800,000.00

2. Instrument No. HR1953702, registered March 15, 2023, being a Charge in favour of 915643 Ontario Inc. in the principal amount of $5,300,000.00.

3. Instrument No. HR1953703, registered March 15, 2023, being a Charge in favour of Aarti Real Estate Enterprises Inc. and Mayuri Ventures Inc. in the principal amount of $5,000,000.00.

4. Instrument No. HR1953704, registered March 15, 2023, being a Notice of Assignment of Rents – General in favour of Aarti Real Estate Enterprises Inc. and Mayuri Ventures Inc.

5. Instrument No. HR1959804, registered April 26, 2026, being a Postponement of Interest in favour of Aarti Real Estate Enterprises Inc. and Mayuri Ventures Inc. postponing Instrument No. HR69271 to HR1953703.

6. Instrument No. HR2017044, registered February 20, 2024, being a Notice in favour of 915643 Ontario Inc. in relation to Instrument No. HR1953702.

7. Instrument No. HR2021802, registered March 18, 2024, being a Notice in favour of 915643 Ontario Inc. in relation to Instrument No. HR1953703.

8. Instrument No. HR2035975, registered June 4, 2024, being a Notice in favour of 915643 Ontario Inc. in relation to Instrument No. HR1953702.

9. Instrument No. HR2049480, registered August 2, 2024, being a Notice in favour of 915643 Ontario Inc. in relation to Instrument No. HR1953702.

10. Instrument No. HR2076892, registered December 24, 2024, being a Postponement of Interest in favour of 915643 Ontario Inc. postponing Instrument No. HR1953703 to HR2017044.

11. Instrument No. HR2076893, registered December 24, 2024, being a Postponement of Interest in favour of 915643 Ontario Inc. postponing Instrument No. HR1953703 to HR2035975.

12. Instrument No. HR2076894, registered December 24, 2024, being a Postponement of Interest in favour of 915643 Ontario Inc. postponing Instrument No. HR1953703 to HR2049480.

13. Instrument No. HR2076895, registered December 24, 2024, being a Notice in favour of 915643 Ontario Inc. in relation to Instrument No. HR1953701.

14. Instrument No. HR2076896, registered December 24, 2024, being a Postponement of Interest in favour of 915643 Ontario Inc. postponing Instrument No. HR1953703 to HR2076895.

15. Instrument No. HR2076897, registered December 24, 2024, being a Notice in favour of 915643 Ontario Inc. in relation to Instrument No. HR1953702.

16. Instrument No. HR2076899, registered December 24, 2024, being a Postponement of Interest in favour of 915643 Ontario Inc. postponing Instrument No. HR1953703 to HR2076897.

17. Instrument No. HR2149601, registered December 16, 2025, being an Application Court Order by the Ontario Superior Court of Justice in favour of Albert Gelman Inc.

Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants related to the Real Property

(unaffected by the Vesting Order)

1. Instrument No. 193643, registered November 17, 1965, being a subdivision agreement with The Corporation of the Town of Oakville (the "**Town**") and The Oakville Public Utilities Commission.

2. Instrument No. 194282, registered November 30, 1965, being a release of Instrument No. 193643 except any easements or restrictive covenants expressed to run with the land.

3. Instrument No. 330476, registered February 8, 1972, being an agreement with the Town.

4. Instrument No. 383682, registered February 21, 1974, being an agreement with the Town.

5. Instrument No. 506142, registered July 17, 1979, being an agreement with the Town.

6. Instrument No. 591058, registered December 5, 1983, being a release of Instrument No. 193643 except any easements or restrictive covenants expressed to run with the land.

7. Instrument No. 696679, registered July 14, 1988, being an agreement with the Town.

8. Instrument No. 698706, registered August 9, 1988, being an agreement with the Town.

9. Instrument No. HR69271, registered August 27, 2001 being a notice of a lease with Stepping Stones Childcare Learning Centre Inc., as tenant.

10. Instrument No. HR219023, registered August 14, 2003 being a notice of change of address of owner.

11. Instrument No. HR1959795, registered April 26, 2023 being a notice of change of name of instrument regarding HR69271.

Court File No.: CV-25-00753599-0000

915643 ONTARIO INC. v. **177 CROSS ARGUS DEVELOPMENT INC. and DOUBLE DIAMOND CAPITAL INC.**

Applicant — Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

APPROVAL AND VESTING ORDER

CAPSTONE LEGAL
1370 Hurontario Street
Mississauga, ON L5G 3H4

Danny M. Nunes (LSO #53802D)
Tel: (416) 414-3311
Email: dn@capstonelegal.ca

Lawyers for the Receiver

APPENDIX “D”

Court File No. CL-25-00753599-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	TUESDAY, THE 31st
	)	
JUSTICE DUNPHY	)	DAY OF MARCH, 2026

915643 ONTARIO INC.

Applicant

- and -

177 CROSS ARGUS DEVELOPMENT INC. and DOUBLE DIAMOND CAPITAL INC.

Respondents

ANCILLARY RELIEF ORDER

THIS MOTION, made by Albert Gelman Inc. ("**AGI**") in its capacity as the receiver and manager (in such capacity, the "**Receiver**"), without security, of all of the assets, undertakings and properties of 177 Cross Argus Development Inc. and Double Diamond Capital Inc. (collectively, the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors at the real property known municipally as 177-185 Cross Avenue, Oakville, ON and 580 Argus Road, Oakville, ON, was heard this day by judicial videoconference.

ON READING the Second Report of the Receiver dated March 24, 2026 and all appendices thereto (the "**Second Report**"), including the affidavits of Adam Zeldin sworn March 24, 2026 and Danny Nunes sworn March 23, 2026 as to the fees of the Receiver and the Receiver's legal counsel, Capstone Legal ("**Capstone**"), respectively (together, the "**Fee Affidavits**"), and on hearing the submissions of counsel for the Receiver, the Applicant and those other parties that were present as listed on the Participant Information Form, no other party appearing although duly served as appears from the Affidavit of Service of Danny Nunes dated March 26, 2026, filed.

SERVICE

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

APPROVAL OF ACTIVITIES AND FEES

2. **THIS COURT ORDERS** that the Second Report and the conduct and activities of the Receiver set out therein, are hereby approved, provided, however, that only the Receiver in its personal capacity and only with respect to its own personal liability shall be entitled to rely upon or utilize in any way such approval.

3. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and Capstone, as set out in the Second Report and the Fee Affidavits appended thereto, are hereby approved.

APPROVAL OF INTERIM SRD

4. **THIS COURT ORDERS** that the Receiver's interim statement of receipts and disbursements for the period of November 20, 2025 to March 23, 2026, as appended to the Second Report, be and is hereby approved.

APPROVAL OF DISTRIBUTIONS

5. **THIS COURT ORDERS** that the Receiver is hereby authorized to distribute the Cash Portion payable under the stalking horse agreement of purchase and sale between the Receiver and 915643 Ontario Inc. dated January 14, 2026 (the "**APS**") on account of (i) amounts owing under the Receiver's Charge (as defined in the Order of the Honourable Justice Cavanagh dated November 27, 2025, effective as of November 20, 2025), including the commission payable to Lennard Commercial Realty, Brokerage (the "**Broker**") pursuant to the listing agreement between the Receiver and the Broker, and (ii) amounts outstanding in respect of any Priority Payables (as defined in the APS), as detailed in the Second Report.

Digitally signed by Sean Dunphy
Date: 2026.03.31 14:47:53 -04'00'

Court File No.: CV-25-00753599-0000

915643 ONTARIO INC. v. **177 CROSS ARGUS DEVELOPMENT INC. and DOUBLE DIAMOND CAPITAL INC.**

Applicant | Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

ANCILLARY RELIEF ORDER

CAPSTONE LEGAL
1370 Hurontario Street
Mississauga, ON L5G 3H4

Danny M. Nunes (LSO #53802D)
Tel: (416) 414-3311
Email: dn@capstonelegal.ca

Lawyers for the Receiver

APPENDIX “E”

Court File No. CV-25-00753599-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

915643 ONTARIO INC.

Applicant

- and -

177 CROSS ARGUS DEVELOPMENT INC. AND DOUBLE DIAMOND CAPITAL INC.

Respondents

AND IN THE MATTER OF AN APPLICATION UNDER 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

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to the Order of the Honourable Justice Dunphy of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated November 27th, 2025, Albert Gelman Inc., was appointed as the receiver and manager (in such capacity, the "**Receiver**"), without security, of all of the assets, undertakings and properties of 177 Cross Argus Development Inc., and Double Diamond Capital Inc. (collectively, the "**Debtors**"), including the real property municipally known as 177-185 Cross Avenue, Oakville, Ontario and 580 Argus Road, Oakville, Ontario.

B. Pursuant to an Order of the Court dated March 31st, 2026, the Court approved the stalking horse agreement of purchase and sale between the Receiver and 915643 Ontario Inc. (the "**Purchaser**") dated January 14, 2026 (the "**APS**") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the

Purchased Assets; (ii) that the conditions to Closing set out in the APS have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction contemplated by the APS has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the APS.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the APS.

2. The conditions to Closing as set out in the APS have been satisfied or waived by the Receiver and the Purchaser;

3. The Transaction has been completed to the satisfaction of the Receiver; and

4. This Certificate was delivered by the Receiver at 4:12pm [TIME] on April 22nd, 2026 [DATE].

ALBERT GELMAN INC., solely in its capacity as Court-appointed Receiver of the property, assets and undertakings of 177 Cross Argus Developments Inc. and Double Diamond Capital Inc.

Adam Zeldin

Per: Adam Zeldin
Title: Managing Director

APPENDIX “F”

Estate / Court File No.: BK-25-03281116-0032

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)
COMMERCIAL LIST

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

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF 177 CROSS ARGUS DEVELOPMENT INC., OF THE CITY OF BURLINGTON, IN THE PROVINCE OF ONTARIO

AFFIDAVIT OF SARMAD GANNI

I, Sarmad (Sam) Ganni, of the city of Toronto, in the Province of Ontario, AFFIRM AND SAY:

1. This Affidavit is made in support of a motion by 177 Cross Argus Development Inc. (the "**Company**" or "**177 Cross**") for an Order (the "**NOI Process Order**") granting relief under the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3 as amended (the "**BIA**").

2. I am a Director of 177 Cross and have served in this role since March 2023. As such, I have personal knowledge of the matters contain in this Affidavit. Where I have relied on other sources for information, I have stated the source of that information, and I believe it to be true. In preparing this Affidavit, I have also consulted with 177 Cross's senior management team and 177 Cross's legal and financial advisors.

3. All references to monetary amounts in this Affidavit are in Canadian dollars unless noted otherwise.

A. INTRODUCTION AND BACKGROUND

4. On October 2, 2025, 177 Cross filed a Notice of Intention to Make a Proposal (the "**NOI**") pursuant to section 50.4 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"). Albert Gelman Inc. was appointed as the proposal trustee under the NOI (in such capacity, the "**Proposal Trustee**"). A copy of the NOI and the Certificate of Filing of a Notice of Intention to Make a Proposal are attached hereto as **Exhibit "A"**.

5. 177 Cross is a privately held corporation that was incorporated under the *Business Corporations Act* (Ontario), R.S.O. 1990, c.B.16 (the "***OBCA***") on March 10, 2023 under the name 177 Cross Argus Development Inc.

6. 177 Cross owns a 2.5-acre property, located at 177-185 Cross Ave & 580 Argus Road, Oakville (the "**Subject Property**"), for the purpose of developing a mixed-use condominium/redevelopment project. The legal description of the Subject Property is LT 3, PL 1333; PT LT 1, PL 1333, AS IN 755007; PT LT 14, CON 3 TRAF SDS, AS IN 755007 TOWN OF OAKVILLE.

7. 177 Cross is planning a large-scale, mixed-use condominium development project in Oakville, Ontario located at the intersection of Cross Avenue and Argus Road, across from the Oakville GO Station, but liquidity issues have impacted its ability to complete development activities necessary to advance the project. In addition, as a result of current market conditions, the Company is facing market headwinds in its efforts to solicit interest from lenders and investors to generate liquidity.

8. The Subject Property is a 2.491-acre site improved with two single-storey, multi-tenant retail buildings and one single-storey commercial building with a day care centre. 177 Cross proposed a residential mixed-use development with 4 towers (A: 55-storey, B: 60-storey, C 50-storey, D: 6-storey) with 1,895 condominium units and a gross floor area of 1,431,222 square feet, including 9,300 square feet of retail space at grade. The buildings will be served by a 6-level underground car park with 1,013 spaces.

9. As further detailed below, 177 Cross filed the NOI in response to the Third Mortgagee (as defined below) serving a Notice of Intention to Enforce Security pursuant to section 244 of the BIA. 177 Cross has been unable to complete the development process on the Subject Property and refinance the third mortgage due to current market conditions and lack of liquidity. Through these proceedings, 177 Cross intends to address its immediate liquidity crisis through restructuring the company and the completion of development and zoning applications for the Subject Property to maximize the value of the Subject Property for creditors and stakeholders through a sale and investor solicitation process (the "**SISP**").

10. The proposed NOI process will be for the benefit of all stakeholders of 177 Cross including the contracting parties, creditors and shareholders.

B. CORPORATE STRUCTURE

11. 177 Cross is incorporated under the OBCA with its registered head office located in Burlington, Ontario.

12. 177 Cross's management team is comprised of:

(a) Nawar Mahfooth - Co-Founder and Managing Director – Nawar is an engineer and entrepreneur. He holds a BEng and MASc in Electrical Engineering from Ryerson University. Nawar has published multiple research articles, registered a patent, formed strategic partnerships, and raised funds for development and other projects. Nawar is the managing director of Double Diamond Capital Inc. where he raises funds for various real estate development projects.

(b) Sam Ganni – Director – I have more than 20 years of extensive commercial retail experience. I identify up-and-coming real estate opportunities for development. I am well-versed on market research and understanding buyer demand. Further, I have a strong track record of building and developing successful retail businesses.

C. 177 CROSS'S BUSINESS

(a) The Subject Property

13. As set out above, 177 Cross purchased the property with the intent of developing it. 177 Cross proposed a residential mixed-use development with 4 towers (A: 55-storey, B: 60-storey, C 50-storey, D: 6-storey) with 1,895 condominium units and a gross floor area of 1,431,222 square feet, including 9,300 square feet of retail space at grade. The buildings will be served by a 6-level underground car park with 1,013 parking spaces.

14. The Subject Property is located north of Cross Avenue, between the Oakville Via Rail / GO Train station and QEW, west of Trafalgar Road. The area is generally characterized by predominantly commercial uses, with one large high-density residential development between Cornwall Road and the train tracks. The area is bounded by QEW (to the north), Trafalgar Road (to the east), Cornwall Road (to the south), and Sixteen Mile

Creek (to the west). Across from QEW is Oakville Place, a regional indoor shopping mall.

15. The purchase price of the Subject Property back on or around March 15, 2023 was $53,000,000 and it was transferred from 915643 Ontario Inc. to 177 Cross.

16. There are two related Vendor-Take-Back **("VTB")** mortgages over the Subject Property being the first and the second mortgage on the Subject Property. The value of the first VTB mortgage is $31,800,000. The value of the second VTB mortgage is $5,300,000. The current amount owing on the VTB mortgages is approximately $39,622,030 with accrued interest.

17. An appraisal by Colliers International on or around January 31, 2023 estimated that the value of the Subject Property once the development and zoning applications are approved is to be valued at $55,300,000. More than 2 years have passed since this appraisal was completed and in my experience, the value of the Subject Property once the development and zoning applications are approved is likely to be higher. More recently Cushman and Wakefield has prepared a draft appraisal of value once the proposed development set out is completed and the property is fully developed to be in the range of $65,000,000 to $70,000,000.

(b) The Third Mortgage

18. Upon closing, 177 Cross entered into a third mortgage with Aarti Real Estate Enterprises Inc. and Mayuri Ventures Inc. (collectively, the "**Third Mortgagee**") in the amount of approximately $5,000,000. Originally, the idea was for the Third Mortgagee to become an equity partner in this project and convert its mortgage to equity, However, a few months later, the Third Mortgagee decided not to convert it.

19. The Third Mortgage matured in 2024. When 177 Cross was unable to repay the mortgage, 177 Cross attempted to take the Third Mortgage out with refinancing, but due to the downturn in the real estate market beginning in 2024, 177 Cross was unable to secure refinancing.

20. The Third Mortgagee commenced enforcement steps against 177 Cross and guarantors of the mortgage, including me, Nawar and Double Diamond Capital Inc. to recover the $5,000,000 mortgage plus interest and costs.

21. 177 Cross negotiated with the Third Mortgagee on holding off pursuing the claim to give 177 Cross more time to secure refinancing. In exchange, Double Diamond Capital Inc., Nawar and I agreed to provide the Third Mortgagee with a collateral mortgage for the same amount of $5,000,000 registered against five other parcels of land in other companies related to Double Diamond Capital Inc., which is referred to as the Sheppard Assembly.

22. The Sheppard Assembly consists of the properties municipally known as:

(a) 287 Maplehurst Ave, North York, Ontario M2N 3C5;

(b) 295 Maplehurst Ave, North York, Ontario M2N 3C5;

(c) 293 Maplehurst Ave, North York, Ontario M2N 3C5;

(d) 288 Shepphard Ave E, North York, Ontario M2N 3B1; and

(e) 280 Sheppard Ave E, Toronto, Ontario M2N 3B1.

23. Despite obtaining the collateral mortgage, the Third Mortgagee did not hold off on this claim and proceeded to obtain a default judgement against 177 Cross on March 5,

2025. A copy of the Default Judgement dated March 5, 2025 is attached as **Exhibit "B"**.

24. Since March 5, 2025, 177 Cross has continued to work diligently to try and secure refinancing to pay out the Third Mortgagee and to satisfy the Default Judgment.

25. As set out above, the Third Mortgagee served a Notice of Intention to Enforce a Security ("**Notice to Enforce**") under section 244 of the BIA on 177 Cross by registered mail on Monday, September 22, 2025. Attached as **Exhibit "C"** is a copy of the Notice to Enforce served on 177 Cross on September 22, 2025.

26. On October 2, 2025, 177 Cross filed the NOI, thereby staying the Third Mortgagee's enforcement efforts.

27. On October 3, 2025, Adam Zeldin of Albert Gelman Inc. sent an email to counsel for the Third Mortgagee, Derek Ketelaars at Scalzi Caplan LLP, confirming that 177 Cross had informed the Proposal Trustee that the Notice to Enforce was served on September 22, 2025 and, therefore, pursuant to the BIA, the Third Mortgagee was stayed from taking further enforcement steps under sections 69 and 69.1 of the BIA.

28. On October 3, 2025, Mr. Ketelaars responded to Mr. Zeldin asserting that the Notice to Enforce was issued and served on September 18, 2025, and therefore, the Third Mortgagee was not subject to the stay of proceedings. Attached as **Exhibit "D"** is a copy of the October 3, 2025 email correspondence between Mr. Zeldin and Mr. Ketelaars.

29. After receiving Mr. Ketelaars' response, counsel for 177 Cross, Sara J. Erskine, requested that Mr. Ketelaars provide proof of service of the Notice to Enforce on September 18, 2025. Mr. Ketelaars responded correcting that the Notice to Enforce was

sent by registered mail on September 19, 2025 and that the 10 day period expired on September 29, 2025. Mr. Ketelaars attached to his email copies of the receipts from Canada Post for the registered mail. Mr. Ketelaars' October 3, 2025 email to Ms. Erskine and attached receipts is attached as **Exhibit "E"**.

30. The Canada Post receipts demonstrate that the Notice to Enforce was dropped off at Canada Post on Friday, September 19, 2025, after 6:18 pm to be sent by registered mail.

31. The Notice to Enforce was not delivered to 177 Cross until Monday, September 22, 2025. Therefore, 10 days from this date is October 2, 2025, when the NOI was filed.

32. On September 30, 2025, the Third Mortgagee delivered Notices of Attornment of Rents and Direction to Pay on all tenants at the Subject Property. Attached at **Exhibit "F"** are the Notices of Attornment of Rents.

33. On October 9, 2025, Ms. Erskine sent an email to Mr. Ketelaars setting out 177 Cross' position that the effective date of service for the commencement of the 10-day period was the date the Company received the Notice to Enforce by registered mail. Therefore, the Third Mortgagee was captured by the stay under sections 69 and 69.1 of the BIA and did not have the right to enforce its security on September 30, 2025. A copy of Ms. Erskine's email of October 9, 2025 is attached as **Exhibit "G"**.

34. Since September 30, 2025, the Third Mortgagee has collected the rents from the tenants at the Subject Property. These rents are needed for 177 Cross's operations to pay expenses relating to the Subject Property including utilities, taxes and the development and zoning applications.

(c) Proposed Development

35. Weston Consulting was retained as the authorized planning consultant for the registered owners of the lands at the Subject Property.

36. The proposed development consisted of the following uses:

(a) Building 1 - Towers A & B: A mixed-use building with 6-storey podium, two towers with heights of 55, and 60 storeys, retail space on the ground floor, and residential units above on the west of the Site. The proposed retail area of this building is 349 sq.m.

(b) Building 2 - Tower C: A mixed-use building along Cross Avenue with 6-storey podium, one tower and height of 50 storeys, retail space on the ground floor, and residential units above. The proposed retail area of this building is 418 sq.m.

(c) Building 3 - Building D: A mixed-use 6-storey on the northeast of the site with retail use along Argus Road. The proposed retail area for this building is 97 sq.m.

37. A total number of 1,895 residential units were proposed with a total of 1,013 parking spaces provided in 6 levels of underground parking. The development was proposed to include a total of 864 sq. m of commercial space along the Argus Rd. and Cross Ave. frontages. The proposed total GFA for residential use is 127,875 sq. m.

38. Weston Consulting submitted a Pre-Consultation Application to facilitate the redevelopment of the subject lands to permit three towers (50, 55, and 60 storeys), consisting of 1870 residential units and 1061 sq.m of commercial space and 1030 parking

spaces. A meeting with Town staff and commenting agencies was held on April 21, 2023.

39. On January 17, 2024, another Pre-Consultation for this site was held, following the revisions to the Site Plan. A Comments Report and Pre-Consultation Checklist was issued which outlines staff comments in further detail and lists the required reports/studies to be undertaken for complete Official Plan Amendment ("**OPA**"), Rezoning ("**ZBA**") and Draft Plan of Subdivision applications. Attached at **Exhibit "H"** is a copy of the Pre-Consultation Comments Report dated January 17, 2024.

40. This proposed development will significantly increase the value of the Subject Property for 177 Cross and all of its stakeholders and creditors.

(d) **Completed Work**

41. Significant work and efforts have been placed into the development of the Subject Property including work that has been done for OPA and ZBA applications in preparation for the submission of the applications to the Town of Oakville (referred to herein as the "development and zoning applications").

42. Kuntz Forestry Consulting Inc. was retained by 177 Cross to complete a Tree Inventory and Preservation Plan as part of the development application for the Subject Property. A copy of the Tree Inventory and Preservation Plan dated June 26, 2024 is attached at **Exhibit "I".** The work plan for the tree preservation study included the following:

(a) Prepare an inventory of tree resources measuring 10cm diameter at breast height (DBH) and greater on and within six metres of the subject site and trees of all sizes within the road right-of-way;

(b) Evaluate potential tree saving opportunities based on the proposed development plans; and,

(c) Document the findings in a Tree Inventory and Preservation Plan.

43. Urban Tech was retained by 177 Cross to provide functional servicing design and stormwater management information in support of the OPA and ZBA applications. The ZBA/OPA, when approved, would permit the construction of four (4) mixed-use condominium towers. A copy of the first submission of the report dated July 2024 is attached at **Exhibit "J".**

44. This report was obtained to demonstrate the feasibility of site servicing for the proposed development, including water, sanitary and stormwater management. Site grading, and preliminary erosion /sediment control information was also included. The design information in the report considered both the guidelines per the Town of Oakville Development Engineering Procedures and Guidelines (2023) and the Regional Municipality of Halton Water and Wastewater Linear Design Manual (2019).

45. Azure Group was retained to carry out a geotechnical investigation for the proposed development at the Subject Property. The geotechnical investigation was completed concurrently with environmental and hydrogeological investigation. The purpose of the geotechnical investigation was to determine the subsurface conditions at the site by means of nine (9) boreholes to provide geotechnical parameters and recommendations for the design of the proposed building. The geotechnical boreholes were drilled to the surface of

the sound bedrock. The bedrock was then cored at three borehole locations to determine the quality of the bedrock. Six (6) monitoring wells were installed at various locations and various depths to determine the groundwater table at the proposed location of the boreholes. The investigation was carried out on May 3, 4 and 5, 2023. A complete copy of the Soil Investigation for Proposed High Rise Buildings 177 Cross Avenue, Oakville, Ontario dated September 1, 2023, is attached as **Exhibit "K".**

46. Azure Group was also retained to conduct a Hydrogeological Assessment at the Subject Property. The evaluation focused on the existing soil and ground water regime underlying the Site and the potential for the proposed mixed commercial /residential development to impact the existing conditions. A copy of the Preliminary Hydrogeological Assessment dated May 2024 is attached at **Exhibit "L".**

47. Azure Group was also retained to conduct a Phase One Environmental Site Assessment (ESA) on an irregularly shaped parcel of land located at 177, 185 & 187 Cross Avenue and 580 Argus Road, Oakville, Ontario. This Phase One ESA report was conducted for the Subject Property as a requirement for the Region of Halton. A copy of the Phase One ESA dated May 5, 2023 is attached at **Exhibit "M".**

48. A Phase Two ESA was conducted and produced by Azure Group to address the findings from the previous Phase One ESA conducted by Azure Group. At the time of the investigation, the Phase Two Property consisted of a mixed commercial/ residential property. A copy of the Phase Two ESA dated March 1, 2024 (revised on May 21, 2024) is attached at **Exhibit "N".**

49. ORTECH Consulting Alliance Inc. was retained to conduct an air quality-based land use compatibility study for a proposed high-rise mixed-use development at the Subject Property. This study was completed in support of the OPA and ZBA applications for the proposed development, which includes three high-rise towers and one low-rise building. The purpose of this study was to assess the impact at the Subject Property due to air emissions from land uses within 1 km of the Subject Property, such as industrial facilities, road traffic, rail lines, etc. A copy of the draft report dated July 11, 2024 is attached at **Exhibit "O".**

50. LEA Consulting Ltd. (LEA) was retained by 177 Cross to undertake a Traffic Impact Study (TIS) for the proposed mixed-use development located at the Subject Property. The TIS report was prepared in support of the OPA and ZBA applications for the Subject Property. The purpose of the study was to assess the proposed development from a transportation perspective, to determine the traffic impacts to the adjacent road network over a five-year and 10-year horizon, and to identify any required mitigation measures. A copy of the draft report dated July 2024 is attached at **Exhibit "P".**

51. LEA was also retained by 177 Cross to prepare a Noise Impact Study (NIS) in support of the proposed mixed-use development at the Subject Property. The study examined the future noise environment in the development area and evaluated its impact potential on the future noise-sensitive receptors. This report investigated the noise control measures that are required for the development to meet the noise guidelines of the Ontario Ministry of the Environment, Conservation and Parks (MECP) and to satisfy the requirements of the Town of Oakville and Halton Region. A copy of the draft report dated July 2024 is attached at **Exhibit "Q".**

52. Gradient Wind Engineers & Scientists were retained to prepare a pedestrian level wind study. This report describes a wind tunnel pedestrian level wind (PLW) study undertaken to assess wind conditions for a proposed mixed-use development located at the Subject Property. The principal objectives of the study were to (i) determine pedestrian level wind comfort and safety conditions at key areas within and surrounding the development site; (ii) identify areas where wind conditions may interfere with the intended uses of outdoor spaces; (iii) recommend suitable mitigation measures, where required; and (iv) evaluate the influence of the proposed development on the existing wind conditions. A copy of the draft report dated June 10, 2024 is attached at **Exhibit "R".**

53. As set out above, a significant amount of work and money has gone into retaining experts in preparation for the submission of the application to the Town of Oakville. Approximately $267,157 is still owed to these professionals that completed the development work to date. These amounts need to be paid before 177 Cross can complete and submit the development and zoning applications. As set out in the Cash Flow Statement filed by 177 Cross (and appended to the first report of the Proposal Trustee), 177 Cross is proposing, subject to the Proposal Trustee's review and approval, paying the pre-filing amount of $267,157 in week 6 when 177 Cross expects to secure debtor in possession ("**DIP**") financing.

54. 177 Cross has estimated that an additional $150,000 will be needed to complete and submit the development and zoning applications. This amount is also set out in the cashflow statement.

D. SUMMARY OF THE PROPOSED PLAN

55. 177 Cross has estimated that it will require interim or DIP financing in the amount of $500,000. The proceeds of a DIP loan will be used during the pendency of 177 Cross' proceedings under the BIA for the following purposes: (i) to fund professional fees (including the fees of the Proposal Trustee and the legal fees of the Proposal Trustee and the Company); (ii) to fund the payment of amounts that may be payable under the mortgages; and (iii) to finance operating expenses, costs for consultants to complete and file the development and zoning applications and restructuring costs in these proceedings.

56. 177 Cross is currently in discussions with potential DIP lenders and anticipates arriving at a proposed term sheet for a DIP loan on or before week 6 (as set out in the Cash Flow Statement appended to the Proposal Trustee's report). When 177 Cross secures a proposed term sheet, it will promptly bring a motion for approval of the DIP loan and a DIP charge in favour of the DIP lender.

RELIEF SOUGHT

(a) Stay Extension

57. 177 Cross is seeking an extension of the time required to complete the development and zoning applications to then run a SISP and the stay of proceedings to December 15, 2025.

58. The extension will preserve the value of 177 Cross' business and provide it with the breathing space it needs to finalize and submit the development and zoning applications to maximize the value of the Subject Property. This will help to protect the interests of 177 Cross' stakeholders. Having regard to the circumstances, and in an effort to preserve and maximize the value of the Subject Property, the granting of the extension is in the best interests of 177 Cross and its stakeholders, and I do not believe any creditor would be materially prejudiced by the extension. 177 Cross has been, and continues to, act in good faith and with due diligence in completing the development and zoning applications to then run a SISP for the benefit of its stakeholders.

59. 177 Cross is in the process of obtaining an "as is where is" appraisal of the Subject Property and will provide a copy of the appraisal as soon as it is completed. However, based on my 20 years of experience in real estate development, I estimate that if 177 Cross is forced to shut down and sell the Subject Property prior to the submission and approval of the development and zoning applications, that the sale price of the property will be significantly less than the sale price after the applications are submitted and approved.

(b) Administration Charge

60. It is proposed that the Proposal Trustee, along with its counsel and 177 Cross's counsel, be granted a Court-ordered charge as security for their respective fees and disbursements (incurred at their standard rates and charges) relating to services rendered in respect of 177 Cross's NOI proceedings up to a maximum of $250,000 (the "**Administration Charge** "). The Administration Charge is proposed to have first ranking priority over all other charges and encumbrances.

61. It is important to the success of these proceedings to have the Administration Charge in place to ensure the continued involvement of critical professionals. The proposed beneficiaries are performing distinct functions and there is no duplication of roles. In addition, given its liquidity situation, 177 Cross has limited means to obtain professional assistance. To date, the proposed beneficiaries of the Administration Charge have expended considerable effort without the benefit of retainers.

62. 177 Cross has worked with the Proposal Trustee to estimate the proposed quantum of the Administration Charge.

(c) Cash Flow Statement

63. I understand that the projected consolidated cash flow statement for 177 Cross for the 13-week period from the week ending October 6, 2025, to the week ending January 4, 2026 (the "**Cash Flow Statement**"), will be appended to the Proposal Trustee's report. The cash flow projections demonstrate that DIP financing is urgently required to provide 177 Cross with the required liquidity necessary to complete the submission of the development and zoning applications to maximize the value of the Subject Property. As such, and as set out above, 177 Cross is seeking interim financing through a DIP loan.

64. The Cash Flow Statement has been prepared with the assistance of the Proposal Trustee and is accompanied by the prescribed representations in accordance with the BIA.

(d) Stay of Third Mortgagee

65. The Third Mortgagee should be captured by the stay under the BIA. The Third Mortgagee served the Notices to Enforce under the BIA by dropping them off at the post office on Friday, September 19, 2025, after 6:18 pm to be sent by registered mail. As such, the notices were not delivered to 177 Cross until Monday, September 22, 2025. Therefore,

10 days from this date is October 2, 2025, when the NOI was filed and the Third Mortgagee should be captured by the stay under the BIA. It also did not have the right to enforce its security on September 30, 2025.

66. I verily believe that an order for the Third Mortgagee to be stayed from enforcing and retaining rents from its Notices of Attornment is needed in these circumstances. These rents are needed by 177 Cross for the purposes of paying its various expenses to continue development, for its day-to-day business operations, and for the continued restructuring process.

E. CONCLUSION

67. The NOI Process Order sought by 177 Cross is in the best interests of 177 Cross as well as its stakeholders.

68. 177 Cross is actively engaging with, and has the support of, Albert Gelman Inc, and is entering these proceedings with the primary goal of maximizing the value of the Subject Property to run a SISP for its creditors, operating the business as a going concern and maintaining value for all stakeholders. I believe that these proceedings provide a process to restructure 177 Cross 's business for the benefit of all stakeholders, and that the relief sought in the NOI Process Order is necessary at this time to ensure the continued operations of 177 Cross in the ordinary course of business.

69. I swear this affidavit in support of this motion, and for no other or improper purpose.

AFFIRMED REMOTELY by Sarmad Ganni stated as being located in the City of Toronto, before me at the City of Toronto, in the Province of Ontario, on October 28, 2025, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits
(or as may be)
SARA ERSKINE

SARMAD GANNI

Court File No.:

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

BETWEEN:

915643 ONTARIO INC.

Applicant

- and -

177 CROSS ARGUS DEVELOPMENT INC. and DOUBLE DIAMOND CAPITAL INC.

Respondents

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

AFFIDAVIT OF BERNARD S. WOO
(sworn November 12, 2025)

I, Bernard S. Woo of the City of Markham in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am the President, Secretary and Treasurer and a Director of 915643 Ontario Inc. (the "**Lender**"), the Applicant in these proceedings. I have served in such capacity since August 13, 2020. As such, I have personal knowledge of the matters to which I depose in this affidavit. Where I do not possess personal knowledge, I have stated the source of my knowledge and believe it to be true.

2. This affidavit is sworn in support of:

(a) an application by the Lender for an order (the "**Receivership Order**"), substantially in the form attached to the Application Record at Tab 3, appointing Albert Gelman Inc.("**Albert Gelman**") as receiver (in such capacity, the "**Proposed Receiver**") pursuant to section 243 of the *Bankruptcy and Insolvency Act* (the "**BIA**") and section 101 of the *Courts of Justice Act* (Ontario) (the "**CJA**") of all the assets, undertakings and properties of 177 Cross Argus Development Inc. ("**177**" or the "**Nominee**") and Double Diamond Capital Inc. ("**Double Diamond**" or the "**Beneficial Owner**" and, together with 177, the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors at the Real Property (as defined below) (the "**Property**"); and

(b) a motion by the Lender in the proposal proceeding commenced by 177 under the BIA (the "**Proposal Proceeding**") for an order (the "**NOI Withdrawal Order**") substantially in the form attached to the Motion Record at Tab 3, (i) deeming the Notice of Intention to make a proposal of 177 dated October 2, 2025 (the "**NOI**") to be withdrawn, (ii) lifting the stay of proceedings in the Proposal Proceeding and permitting the commencement of the receivership proceeding by the Lender, and (iii) granting certain related relief.

3. All references to currency in this affidavit are references to Canadian Dollars, unless otherwise indicated.

A. THE DEBTORS

4. 177 is a corporation incorporated under the laws of Ontario with its registered head office in Burlington, Ontario. A copy of 177's corporate profile is attached hereto as **Exhibit "A"**.

5. Double Diamond is a corporation incorporated under the laws of Ontario with its registered head office in Burlington, Ontario. A copy of Double Diamond's corporate profile is attached hereto as **Exhibit "B"**.

6. 177 is the registered title holder of the following real property (the "**Real Property**"):

Municipal Address: 177-185 Cross Avenue and 580 Argus Road, Oakville, ON

PIN: 24816-0031 (LT)

Legal Description: LT 3, PL 1333; PT LT 1, PL 1333, AS IN 7550077; PT LT 14, CON 3 TRAF SDS, AS IN 755007 TOWN OF OAKVILLE

7. 177 holds the Real Property and all proceeds therefrom and all assets and property related thereto or situate thereon as bare nominee for and on behalf of Double Diamond pursuant to a nominee agreement dated March 13, 2023. A copy of the nominee agreement is attached hereto as **Exhibit "C"**.

8. As described further below, the Debtors acquired the Real Property from the Lender on March 15, 2023 pursuant to an assignment agreement, and the Lender was granted two vendor take-back mortgages that were registered against title to the Real Property in priority to any other creditors.

9. The Real Property, which is located near the Oakville GO train station, currently has a two single-story, multi-tenant retail buildings and one single-story commercial building with a day care centre. 177 was planning a large-scale, mixed-use condominium project consisting of four towers with 1,895 condominium units, located at the intersection of Cross Avenue and Argus Road (the "**Project**").

10. To date, there has been no construction on the Project site. In addition, I understand that while some initial steps in relation to the Project have been undertaken, 177 continues to propose making additional development and zoning applications to the City of Oakville but such applications have not been completed or submitted.

B. THE LENDER

11. The Lender, 915643 Ontario Inc., is a corporation incorporated under the laws of Ontario with its registered head office in Markham, Ontario. A copy of the Lender's corporate profile is attached hereto as **Exhibit "D"**.

12. The Lender is a single-purpose entity in the business of real estate holding. The Lender owned the Real Property from November 30, 1990 to March 15, 2023.

13. As described further below, the Debtors are indebted to the Lender in the amount of more than $40 million, with interest and costs continuing to accrue, secured by two (first and second-ranking) mortgages.

14. On May 10, 2022, the Lender entered into an agreement to sell the Real Property to Metro Capital Limited (the "**Original Purchaser**") pursuant to an agreement of purchase and sale (the "**Original APS**"). The Original APS, as amended and extended, was assigned by the Original Purchaser to Deflategate Investment Inc. (the "**First Assignee**") pursuant to an assignment of agreement of purchase and sale dated as of January 9, 2023 (the "**First Assignment Agreement**"). The First Assignment Agreement, as amended on February 13, 2023, was assigned by the First Assignee to 177 as nominee pursuant to a second assignment of agreement of purchase and sale dated March 15, 2023 (the "**Second Assignment Agreement**" and, together with the Original APS

and the First Assignment Agreement, the "**APS**"). A copy of the Original APS, with redactions for the purchase price, and the Second Assignment Agreement are attached hereto as **Exhibit "E"**.

15. The purchase price was $53,000,000, which was partially satisfied by two vendor take-back mortgages, described below.

16. On March 15, 2023, the Lender and the Debtors executed a beneficial owner's agreement ("**Owner's Agreement**") with respect to the Real Property. Pursuant to the terms of the Owner's Agreement, Double Diamond is the sole beneficial owner of the Real Property, proceeds, and personal property that are related to or situated on the Real Property.

17. 177 holds title to the Real Property, proceeds, and personal property as nominee on behalf of Double Diamond. A copy of the Owner's Agreement is attached hereto as **Exhibit "F"**.

C. THE SECURITY

18. As consideration for the sale of the Real Property, the Lender registered two vendor take-back mortgages on title to the Real Property, as follows:

(i) a mortgage in the principal amount of $31,800,000 was registered on title on the Real Property as Instrument No. HR1953701 on March 15, 2023 (the "**First VTB**"); and

(ii) a second mortgage in the principal amount of $5,300,000 was registered on title to the Real Property as Instrument No. HR1953702 on March 15, 2023 the ("**Second VTB**").

19. The Owner's Agreement provides that the Beneficial Owner and Nominee agree to be jointly and severally bound by all of the terms and conditions of the First VTB and Second VTB.

(i) First VTB

20. The First VTB is a charge on the lands and fixed improvements on the Real Property. A copy of the first amending agreement relating to the First VTB dated December 24, 2024 (the "**First VTB Amendment**") is attached hereto as **Exhibit "G"**.

21. The First VTB incorporates Standard Charge Terms 200033. A copy of Standard Charge Terms 200033 is attached hereto as **Exhibit "H"**.

22. The Charge on title related to the First VTB was registered as Instrument No. HR19537021 on March 15, 2023 (the "**First VTB Charge**"). A copy of the First VTB Charge is attached hereto as **Exhibit "I"**.

23. The First VTB Charge ranks in priority to all other charges on title to the Real Property with the exception of certain planning, municipal and utility registrations. A copy of the parcel register for the Real Property as of November 12, 2025 is attached hereto as **Exhibit "J"**. A Title Encumbrance Summary setting out the priorities of the mortgages against the Real Property is attached hereto as **Exhibit "K"**.

24. The First VTB matures on March 15, 2028 and had an initial interest rate of 4% for the first two years. The interest rate was changed to 7% on September 1, 2025, interest is calculated semi-annually.

25. Pursuant the cross-default provisions of the First VTB Charge, any default under the Second VTB constitutes a default under the First VTB.

26. The First VTB Charge terms provide the Lender a right to appoint a receiver in the event that 177 is in default. The First VTB Charge provides:

> In the event that the Chargor shall be in default in the observance or performance of any of the terms, conditions, covenants or payments contained herein, then the Chargee may, by notice in writing, appoint any person, whether an officer or employee of the Chargee or not, to be a receiver of the Property and the rents and profits derived therefrom, and may remove the receiver so appointed and appoint another in his stead. The term "receiver" as used herein includes a receiver and manager.

(ii) Second VTB

27. The Second VTB is a charge on the lands and fixed improvements on the Real Property. A copy of the first amending agreement relating to the Second VTB dated December 24, 2024 is attached hereto as **Exhibit "L"**.

28. The Second VTB also incorporates Standard Charge Terms 200033.

29. The Charge on title related to the Second VTB was registered as Instrument No. HR1953702 on March 15, 2023 (the "**Second VTB Charge**"). A copy of the Second VTB Charge is attached hereto as **Exhibit "M"**.

30. The Second VTB Charge ranks in priority to all other charges on title to the Real Property with the exception of the First VTB Charge and certain planning, municipal and utility registrations.

31. The Second VTB matured on February 1, 2025.

32. The Second VTB contains the same cross-default provisions as the First VTB in that any default under the First VTB constitutes a default under the Second VTB.

33. The Second VTB contains the same charge terms as the First VTB, providing the Lender a right to appoint a receiver in the event that 177 is in default.

D. THIRD MORTGAGE

34. In addition to the First VTB and Second VTB, there is a third mortgage in the principal amount of $5,000,000 registered on title of the Real Property (the "**Third Mortgage**") in favour of Aarti Real Estate Enterprises Inc. and Mayuri Ventures Inc. (together, the "**Third Mortgagee**"). A copy of the Third Mortgage and Notice and General Assignment of Rents is attached hereto as **Exhibit "N"**.

35. The Third Mortgage was registered on title to the Real Property after registration of the First VTB and Second VTB.

36. The Third Mortgagee also executed a Postponement of Interest in favour of the Lender, which was registered on title to the Real Property as Instrument No. HR2076892 on December 24, 2024. A copy of the Postponement of Interest is attached hereto as **Exhibit "O"**.

37. Other than the Lender and the Third Mortgagee, there are no other creditors with an interest registered on title to the Real Property.

E. DEFAULTS

38. As detailed below, the Debtors have committed numerous events of default that have occurred and are continuing under the First VTB and Second VTB. This includes not making payments of principal, interest and fees to the Lender and the Third Mortgagee when due and not meeting their other obligations such as the remittance of taxes and payment of utilities that are necessary to preserve the value of the Real Property and ensure the continuation of revenue streams from the Real Property.

(i) Payment Defaults on First VTB and Second VTB

39. The Debtors stopped making interest payments under the First VTB as of December 1, 2024. In December, 2024, the Debtors and the Lender agreed to defer interest payments until February 1, 2025 pursuant to the terms of the First VTB Amendment.

40. In addition, the Debtors failed to fully repay the Second VTB by the maturity date of February 1, 2025 and have failed to pay the interest owing on the Second VTB since that time.

41. In February, 2025, the Lender received a payment of $200,000 from the Debtors (the "**Partial Payment**"). The Partial Payment does not satisfy the interest payments that were deferred owed under either the First VTB, nor does it satisfy the amounts owed under the Second VTB.

42. The Debtors have also failed to pay certain lender fees owing under the First VTB and Second VTB.

43. The Lender has not received any payment from the Debtors other than the Partial Payment. The Debtors have failed to rectify these payment defaults under the First VTB and Second VTB, some of which have been ongoing for nearly a full year and are continuing.

(ii) Reservation of Rights

44. On May 2, 2025, counsel to the Lender sent two letters to the Debtors (as the "**Borrowers**"), one for each of the First VTB and Second VTB, informing them both of the multiple defaults under both the First VTB and Second VTB that had occurred (the "**Reservation of Rights Letters**"). The Reservation of Rights letters for the First VTB and Second VTB are attached hereto as **Exhibits "P" and "Q"**, respectively**.**

45. In the First VTB Reservation of Rights Letter, Lender's counsel informed the Debtors of the following defaults under the First VTB that had occurred and were continuing:

(i) the failure by the Borrowers to pay in full the certain lender fees owing under the First VTB;

(ii) the failure by the Borrowers to pay in full the monthly interest owing under the First VTB for the calendar months of December 2024, January-April 2025, in accordance with Section 5 of STC 200033;

(iii) the failure by the Borrowers to pay in full the accrued interest owing on the First VTB from and after default by the Borrowers, in accordance with Section 6 of STC 200033.

46. In the Second VTB Reservation of Rights Letter, Lender's counsel informed the Debtors of the following defaults under the Second VTB that had occurred and were continuing:

(i) the failure by the Borrowers to fully repay the Second VTB by the maturity date of February 1, 2025, in accordance with Section 5 of STC 200033;

(ii) the failure by the Borrowers to pay in full certain lender fees owing under the Second VTB;

(iii) the failure by the Borrowers to pay in full the accrued interest owing on the Second VTB from and after default by the Borrowers, in accordance with Section 6 of STC 200033.

47. The Lender informed the Debtors in both of the Reservation of Rights Letters that it was reserving its rights and remedies under the First VTB and Second VTB, including the right to (i) demand immediate full payment of all obligations owing under the First VTB and Second VTB, and (ii) repossess, sell and/or appoint a receiver with respect to any or all of the collateral secured by the First VTB and Second VTB without any further notice, demand, or other action on the part of the Lender.

(iii) Further Defaults and Notices of Default by Lender

48. Following delivery of the Reservation of Rights Letters, the Debtors failed to rectify the events of default asserted in the Reservation of Rights Letters and such defaults continued, including that the Debtors failed to pay ongoing monthly interest payment and failed to satisfy the Second VTB that had matured.

49. In addition, I became aware that the Third Mortgagee asserted that various events of default had occurred under the Third Mortgage and was taking steps to enforce its claim under the Third Mortgage as described further below.

50. On May 8, 2025, Lender's counsel sent formal notices of defaults to the Debtors (the "**Notices of Default**"). The Notices of Default noted that the Debtors' failure to pay the monthly interest payments due on February 1, 2025, March 1, 2025, April 1, 2025 and May 1, 2025 for both the First VTB and Second VTB constituted a default under both the First VTB and Second VTB. Copies of the Notices of Default are attached hereto as **Exhibit "R"**.

51. Subsequent to delivery of the Notices of Defaults, I have also become aware of additional defaults and issues that cause me to be concerned that the value of the Property is at significant risk of deterioration if left in the hands of the Debtors, including:

(a) failure to remit property taxes on the buildings situated on the Real Property, as required under the Standard Charge Terms 200033 of both the First VTB and Second VTB; and,

(b) failure to pay gas bills, as required pursuant to 177's obligations under the Second Assignment Agreement and the Assignment and Assumption of Leases dated March 15, 2023, which is attached hereto as **Exhibit "S"**. On November 6, 2025, Lender's counsel was notified that a tenant residing on the Real Property received a notice from Enbridge Gas stating that the gas for their residential unit had been turned off. The payment of any outstanding amounts owed to Enbridge Gas is the responsibility of the Debtors pursuant to the Second Assignment Agreement. A copy of the correspondence dated November 6, 2025 is attached hereto as **Exhibit "T".**

(iv) Section 244 Notice by Lender

52. On October 24, 2025, the Lender sent a Notice of Intention to Enforce Security pursuant to section 244(1) of the BIA to the Debtors (the "**244 Notice**").

53. I understand from our counsel that the Lender's courier was told the Debtors were no longer at their address and that, subsequently, counsel for the Debtors agreed to accept service of the 244 Notice on behalf of the Debtors on November 3, 2025. A copy of the 244 Notice and an email with Debtor's counsel serving the 244 Notice are attached hereto as **Exhibit "U"**.

(v) Current Indebtedness to Lender

54. As set out in the 244 Notice, as at October 23, 2025, the indebtedness due to the Lender as secured by the First VTB and Second VTB totaled more than $40 million, consisting of the following:

(a) the outstanding principal owing under the First VTB, including all fees, costs and expenses of the Lender expended to that date was $32,601,238.40 with accrued interest owing in the amount of $1,469,049.07, plus interest and costs; and

(b) the outstanding principal owing on the Second VTB, including all fees, costs and expenses of the Lender to that date was $5,512,000.00, with accrued interest in the amount of $598,144.24, plus interest and costs.

(vi) Defaults Under Third Mortgage

55. The Debtors are also in default under the Third Mortgage and the Third Mortgagee has commenced enforcement proceedings against the Debtors and in relation to the Real Property.

56. I understand from the Affidavit of Sarmad Ganni sworn October 28, 2025 (the "**Ganni Affidavit**") that:

(a) the Third Mortgage matured in 2024;

(b) the Third Mortgagee commenced enforcement steps against the Debtors;

(c) the Debtors agreed to grant a collateral mortgage in the amount of $5,000,000 against five other parcels of land owned by the Debtors in return for the Third

Mortgagee not continuing its enforcement proceedings and providing the Debtors with more time to pursue refinancing but those efforts were not successful;

(d) the Third Mortgagee was granted a default judgment against the Debtors, among others, in the amount of $5,848,876.71 on March 5, 2025;

(e) the Third Mortgagee served a Notice of Intention to Enforce Security pursuant to section 244(1) of the BIA (the "**Third Mortgagee's s. 244 Notice**") and there is some dispute about the date of service (the Third Mortgagee has asserted that it was served on September 19, 2025 and the Debtors assert that it was served on September 22, 2025);

(f) on September 30, 2025, the Third Mortgagee delivered Notices of Attornment of Rents and Direction to Pay on all tenants at the Real Property (the "**Rent Attornment Notices**"); and

(g) since September 30, 2025, the tenants at the Real Property have been paying rent to the Third Mortgagee.

F. 177 COMMENCES NOI PROCEEDINGS

(i) 177 Files NOI Without Notice to Lender

57. On October 2, 2025, apparently in response to the enforcement steps that had been taken by the Third Mortgagee, 177 filed the NOI pursuant to section 50.4 of the BIA. A copy of the NOI is attached hereto as **Exhibit "V"**.

58. Albert Gelman was appointed as the proposal trustee under the NOI.

59. The NOI was filed (i) without any notice to the Lender, (ii) without the Debtors having any financing to fund the cost of the Proposal Proceeding, and (iii) without any plan that could be put forward as a proposal that would be acceptable to the Debtors' creditors, including the Lender.

60. The NOI does not include the Beneficial Owner.

(ii) 177 Seeks Further Relief on Just Over One Day's Notice

61. At 4:42 p.m. on October 28, 2025, 177 late-served a motion record for a motion returnable a little over one day later, on October 30, 2025. The Ganni Affidavit, without exhibits, is attached hereto as **Exhibit "W"**.

62. On October 29, 2025, Albert Gelman in its capacity as Proposal Trustee, delivered a First Report to Court (the "**Proposal Trustee Report**", together with the Ganni Affidavit, the "**NOI Materials**"), attached here to as **Exhibit "X"**.

63. In the NOI Materials, 177 sought broad relief, including among other things:

(a) an extension of time for 177 to file a proposal and a corresponding extension of the BIA stay to December 16, 2025;

(b) a super-priority administration charge over all of 177's property in the amount of $250,000, with priority over all other encumbrances including the First VTB and Second VTB of the Lender notwithstanding that the Lender had only been provided with one day's notice;

(c) declarations that the Third Mortgagee is subject to the BIA stay and the Rent Attornment Notices are null and void and an order that any rents received by the Third Mortgagee should be paid to 177; and

(d) authorization to pay pre-filing development charges and expenses in the amount of $267,157.

64. 177 also asserted that:

(a) A January 2023 appraisal (prior to what 177 described as "the downfall in the real estate market beginning in 2024") valued the Property at $55,300,000 *after* development and zoning applications are approved and noted that the sale price of the property prior to approval of such applications is "significantly less" than after approval;

(b) 177 did not have financing for the NOI process but was "currently in discussions with potential DIP lenders";

(c) Despite the lack of financing, 177 intended to address its immediate liquidity crisis through the completion of development and zoning applications, which they asserted would maximize the value of the Property through a sale and investor solicitation process ("**SISP**"); and,

(d) 177 had taken some steps towards retaining experts to complete reports that would be used to make development and zoning applications to the Town of Oakville to seek to increase the permitted gross floor density and not only owed $267,157 to professionals who had already completed development work but also estimated a further $150,000 to complete and submit the development and zoning applications.

65. No information was provided in the NOI Materials with respect to timing for a SISP, no information was provided with respect to any financing for the process (other than that discussions were underway) and no information was provided as to the timing for development and zoning approvals or why 177 was of the view that making those applications would maximize value for the Property.

66. I am of the view that the Debtors have failed to demonstrate any viable plan and that 177 has no prospect of making a viable proposal that would be acceptable to the Lender.

67. Among other things, I understand that even if zoning and development applications are made promptly, it may take years to receive a response. Moreover, there is no guarantee that the applications will be approved as requested or at all, and no indication that expending further funds to make the application would increase value in a SISP, particularly when one considers the delays and costs associated with making the development applications.

68. In light of these concerns and given the late notice for the October 30, 2025 hearing, the Lender indicated to 177 that it would object to the relief sought at that hearing.

69. In advance of the hearing and in response to this position, 177 agreed to adjourn the broader relief sought at the motion and to request only a short stay extension to November 20, 2025 to allow discussions to happen amongst the parties and for a motion to proceed on proper notice.

70. 177 did continue to request an Administration Charge in the reduced amount of $50,000 for the interim period despite the late service of the motion record and the lack of available financing.

71. Counsel to the Lender objected to that relief and reserved all of its rights, including to object to the NOI and bring a receivership application instead.

72. On October 30, 2025, the Honourable Justice J. Dietrich granted the stay extension to November 20, 2025 and refused to grant the Administration Charge in the interim. A copy of the Order and Endorsement of Justice J. Dietrich are attached hereto as **Exhibit "Y"**.

73. While the Lender has engaged in various discussions since October 30, 2025, the Debtors have still not demonstrated that they have the financing necessary to fund the Proposal Proceeding. Furthermore, the Debtors' proposed path forward of completing development applications for the Project would require large expenditures and take years without any guarantees of approval. As a result, for the reasons set out further below, I believe that a receivership is the only sensible path forward.

G. NOI PROCEEDINGS ARE NOT APPROPRIATE

(a) No Business to be Preserved: Receiver Appropriate for Real Property Sale

74. 177 is a single-purpose entity with no employees or business other than to own and manage the Real Property on behalf of the Beneficial Owner.

75. This is a straightforward piece of real property with no construction commenced in relation to the Project.

76. The Debtors do not have a viable plan to restructure the business nor is there any true business or employment to save. Indeed, 177 has acknowledged that there should be a SISP to maximize value for the stakeholders through the sale of the Property.

77. A receiver is well positioned to conduct a sale process for the Real Property and there is no reason for the added expense that would result from adding an additional layer of administrative costs by continuing to involve 177, its counsel, the Proposal Trustee, and a broker.

(b) **Lender is the Fulcrum Creditor and Does Not Support Making the Development Applications in the NOI Process**

78. Based on 177's own evidence as to value, I believe there is no dispute that the Lender, which is owed more than $40 million on a senior secured basis, is the fulcrum creditor in relation to the Property.

79. The Lender does not support expending further funds to take a chance of obtaining development and zoning approvals at some unknown time in the future. Making such applications would be prejudicial to the Lender since it would result in added costs and delay and no guarantee that the applications will be approved as requested or at all, particularly within the timeframe of a SISP.

80. I believe a better alternative would be to advise potential bidders of the opportunity to make such an application themselves if they consider it appropriate to do so. Potential purchasers often prefer flexibility to consider the proposed plans and to decide themselves whether to make such applications.

81. Even if 177 had financing to pay for the application costs and related delay, the Lender would strongly object to approval of such financing in priority to its security since it would further erode the value of its security. The Lender would be unduly prejudiced and would not accept any resulting proposal.

(c) **Loss of Confidence in Management**

82. The Lender has lost confidence in the Debtors' management. Among other things, the Debtors: have failed to remit property taxes and to pay the gas bills for the Property's tenants; have allowed the relationship with the Third Mortgagee to deteriorate to the point that the Third Mortgagee has taken a number of steps as against the Property; have made an ill-conceived NOI application without notice, sufficient funding or any viable plan; and have committed multiple events of default which have remain uncured for many months. I believe that if 177 continues in possession of the Property, the Lender's security, will be further at risk and that it is important to appoint a receiver now to prevent further erosion of value.

(d) **Right to Appoint a Receiver**

83. The Lenders are insolvent as a result of, among other things, their inability to meet their obligations under the mortgages as they generally become due.

84. The Lender has delivered its Notices of Default and 244 Notice and has the right to appoint a receiver over the Real Property pursuant to the First Mortgage and Second Mortgage.

85. I believe it is appropriate to appoint a receiver to preserve and protect the Property, limit unnecessary costs and to provide for an efficient and effective sales process to maximize value for the creditors.

86. The Lender is willing to provide necessary funding to conduct a sales process but only in the context of a receivership.

H. <u>STAY SHOULD BE LIFTED AND RECEIVER SHOULD BE APPOINTED</u>

87. The Debtors have committed numerous defaults under the First VTB and Second VTB over the past year, have acknowledged they are insolvent, have apparently stopped remitting property taxes and paying utilities and have essentially ceased operations and development activities.

88. The NOI was filed and the Proposal Proceeding were commenced as a reaction to the Third Mortgagee taking enforcement steps against the Debtors. The Debtors filed the NOI without any financing to fund the costs of the Proposal Proceeding. Over a month has passed since the NOI was filed and, as far as the Lender is aware, the Debtors still have not obtained any financing to fund the Proposal Proceeding or pay the professional fees that would be required to proceed with a proposal. A copy of the projected cash flow of 177 as prepared by the proposal trustee is attached hereto as **Exhibit "Z"**.

89. Such financing and/or an administration charge to fund the NOI process would prejudice the Lender as the first priority secured creditor against the Property.

90. The Debtors have not provided any indication that obtaining further time will result in it being able to put forward a proposal that is acceptable to the Lender. On the contrary, the Debtors appear to be focused on continuing to pursue development applications for the Project which would be expensive and time consuming and may not be successful. The Lender has no confidence

in the ability of existing management to execute on this path given the delays and defaults that have already occurred and the deteriorating state of the Property as a result.

91. The Proposal Proceeding is untenable. The Lender, as the fulcrum senior secured creditor, believes that the Property should instead be marketed in an efficient court process to limit further prejudice to their security position.

92. The Lender has the right to appoint a receiver over the Real Property and is only seeking to appoint a receiver in relation to the assets, undertaking and properties of the Debtors acquired for, or used, in relation to a business carried out by the Debtors at the Real Property (and not in relation to any other business carried out by the Beneficial Owner at other properties).

93. I believe it is equitable to lift the stay of proceedings in the Proposal Proceeding to allow the lender to appoint the Proposed Receiver and prevent material prejudice to the Lender.

94. The Lender proposes that Albert Gelman, who acted as proposal trustee for the NOI proceedings, be appointed as receiver and I understand that Albert Gelman has consented to act in this capacity.

I. <u>CONCLUSION</u>

95. In these circumstances, I believe it is just, convenient, appropriate and in the best interests of the Lender and the Debtors' creditors and stakeholders that (i) the Proposal Proceeding to be terminated and the NOI to be withdrawn, and (ii) a receiver to be appointed over the Property to ensure the value of the Project can be maintained and to develop a sale and investment solicitation process to realize upon the Property efficiently.

96. This affidavit is sworn in support of the relief requested by the Lender and for no other or improper purposes.

SWORN BEFORE ME remotely by videoconference on this 12th day of November, 2025 in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely. The affiant was located in the City of Toronto, in the Province of Ontario, and the Commissioner was located in the City of Toronto, in the Province of Ontario.	Bernard S. Woo

A Commissioner for taking Affidavits
Name: Meena Alnajar (LSO#: 89626N)

APPENDIX “G”

177 Cross Argus Development Inc. and Double Diamond Capital Inc.
Interim Statement of Receipts and Disbursements
For the Period from November 20, 2025 to August 31, 2026
(in CAD$; unaudited)

	Notes	Amount
Receipts		
Rental income	1	329,674
Receiver's borrowings	2	250,000
Deposit re: Stalking Horse Sale Transaction		60,518
Miscellaneous refunds		127
Interest		673
Total receipts		**640,991**
Disbursements		
Professional fees	3	
Receiver fees (including HST)		211,231
Receiver's Counsel fees (including HST)		105,901
Real estate commission	4	55,000
Repairs and maintenance	5	25,842
Property management fees	6	9,290
Newspaper and other media advertising	7	9,312
Insurance		10,744
Utilities	8	47,353
Property taxes paid	9	55,863
HST on disbursements (excluding professional fees)		18,650
Other miscellaneous disbursements	10	3,421
Total disbursements		**552,609**
Estate Balance		**88,383**

General Note

The above is prepared on a cash basis. Capitalized terms not defined have the meanings given to them in the Receiver's third report to Court dated September 11, 2026.

Notes

1. Represents rent collected from the Tenants since the commencement of the receivership proceedings, as well as an additional approximately $10,000 paid to the Third Mortgagee's counsel and remitted to the Receiver in accordance with the Receivership Order.
2. In accordance with the Receivership Order, the Receiver has borrowed $250,000 by way of a Receiver's Certificate.
3. Represents the fees and disbursements of the Receiver, as well as its counsel, paid from the estate to date. The balance excludes accrued and unpaid fees and disbursements of the Receiver and its counsel.
4. Represents the commission paid to the Broker in connection with the sale of the Real Property.
5. Represents repairs and maintenance expenses including removal of debris, snow plowing, salting, fire safety inspections, reporting and various tenancy related repairs.
6. Represents fees of the property manager paid to date from the estate.
7. Represents the cost of advertising in The Globe and Mail (National Edition) and the Insolvency Insider in connection with the SISP and Priority Claims Process.
8. Represents utilities paid in connection with the Real Property since the date of the Receivership Order.
9. Represents a portion of property taxes owing on the Real Property that were paid by the Receiver, funded from the proceeds of the sale of the Real Property. The balance of the property taxes were paid on behalf of the Receiver by its counsel, also funded from sale proceeds.
10. Includes filing fees, postage, courier, travel related costs and other incidental costs of the administration.

APPENDIX “H”

Court File No. CV-25-00753599-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

915643 ONTARIO INC.

Applicant

- and -

177 CROSS ARGUS DEVELOPMENT INC. AND DOUBLE DIAMOND CAPITAL INC.

Respondents

AFFIDAVIT OF ADAM ZELDIN
(sworn September 11, 2026)

I, Adam Zeldin, 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**"), and, as such, I have knowledge of the matters hereinafter deposed to, except where stated to be on information and belief and whereso stated I verily believe it to be true.

2. Pursuant to an Order (the "**Receivership Order**") of the Honourable Justice Cavanagh of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated November 27, 2025, which Order was effective as of November 20, 2025 (the "**Receivership Filing Date**"), AGI was appointed as receiver and manager of all the assets, undertakings and properties (collectively, the "**Property**") of 177 Cross Argus Development Inc. ("**177 Cross**") and Double Diamond Capital Inc. ("**Double Diamond**" and collectively with 177 Cross, the "**Debtors**") in relation to a business carried on by the Debtors at the property municipally known as 177-185 Cross Avenue, Oakville, Ontario and 580 Argus Road, Oakville, Ontario. The Debtors' receivership proceedings are referred to herein as the "**Receivership Proceedings**".

3. This affidavit is filed in connection with the Receiver's motion seeking approval of, among other things, the accounts of the Receiver and its counsel, Capstone Legal ("**Capstone**").

4. Pursuant to the Appointment Order, the Receiver has provided services and incurred disbursements, in the amount of $37,406.50 and $43.00 (all excluding HST), respectively, during the period from March 21, 2026 to

August 31, 2026 (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**").

5. 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.

6. The Receiver has previously filed two reports to Court in these proceedings. Contemporaneously with the filing of this Affidavit, AGI, in its capacity as Receiver of the Debtors, is filing its third report to the Court dated September 11, 2026 (the "**Third Report**"). Details of the activities undertaken and services provided by the Receiver in connection with the administration of the receivership proceedings are described in the Second Report.

7. In the course of performing its duties pursuant to the Appointment Order, the Receiver's staff has expended a total of 70.8 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 $528.25.

8. The Receiver requests that this Court approve its Accounts for the Period, in the total amount of $37,449.50 (including disbursements but excluding HST) for services rendered and recorded during the Period.

9. Capstone, as independent legal counsel to the Receiver, has also rendered services and incurred disbursements throughout these proceedings in a manner consistent with the instructions of the Receiver and has prepared an affidavit with respect to the services rendered for the period from March 21, 2026 to August 31, 2026. The Receiver has reviewed the invoices rendered by Capstone during this period and is satisfied that its activities were consistent with the instructions of the Receiver.

10. The Receiver's and Capstone's fees and disbursements for the period from and after August 31, 2026, and to the completion of all work relating to the Debtors' receivership proceedings, will be calculated and billed at the standard rates currently in effect. Barring any delays, disputes or unforeseen circumstances in connection with this matter and taking into account the remaining work to be done in connection with this matter, I estimate that those fees and disbursements will not exceed $30,000 (excluding applicable taxes) (the "**Estimated Fee Accrual**"). The above estimates take into consideration the reasonable professional and legal fees and disbursements required to complete all work relating to the Debtors' receivership proceedings up to the effective date of the Receiver's discharge. If the actual Estimated Fee Accrual is less than the above estimates, no further Court approval of fees/disbursements is required. If the actual Estimated Fee Accruals exceed the above

estimates, the Receiver will seek the consent of the Applicant (as defined in the Third Report), to pay same or otherwise seek a further Order of the Court.

11. To the best of my knowledge, the rates charged by the Receiver and Capstone are comparable to the rates charged for the provision of similar services by other accounting and law firms in the Toronto market.

12. I verily believe that the fees and disbursements incurred by the Receiver and Capstone are fair and reasonable in the circumstances.

13. This Affidavit is sworn in connection with a motion for an Order of this Court to, among other things, approve the fees and disbursements of the Receiver and Capstone and for no other or improper purpose.

Sworn remotely by Danny Nunes at Toronto, Ontario before me at Toronto, Ontario in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely, the 11th day of September 2026 Commissioner for taking affidavits DANNY NUNES	**Adam Zeldin**

This is Exhibit “A” referred to in the Affidavit of
Adam Zeldin, sworn before me on
September 11, 2026

Commissioner for Taking Affidavits, etc.

DANNY NUNES

Albert Gelman Inc. **Exhibit A**
In its capacity as Receiver and Manager of 177 Cross Argus Development Inc. and Double Diamond Capital Inc.
And not in its personal or corporate capacity
Statement of Accounts

Invoice #	Period	Fees	Disbursements	Sub total	HST	Total
8959	March 21, 2026 to April 30, 2026	$ 23,300.50	$ 43.00	$ 23,343.50	$ 3,032.79	$ 26,376.29
9356	May 1, 2026 to June 30, 2026	$ 12,296.50	$ -	$ 12,296.50	$ 1,598.55	$ 13,895.05
<26-9416>	August 1, 2026 to August 31, 2026	$ 1,809.50	$ -	$ 1,809.50	$ 235.24	$ 2,044.74
Total		**$ 37,406.50**	**$ 43.00**	**$ 37,449.50**	**$ 4,866.58**	**$ 42,316.08**

This is Exhibit "B" referred to in the Affidavit of
Adam Zeldin, sworn before me on
September 11, 2026

Commissioner for Taking Affidavits, etc.

DANNY NUNES

ALBERT GELMAN

PAID

INVOICE

177 Cross Argus Development Inc.
3190 Harvester Rd Suite 201A,
Burlington, ON L7N 3T1

Attention: Nawar Mahfooth

Invoice Date: May 14, 2026
Invoice Num: 8959
Billing Through: Apr 30, 2026
File ID: 177CROSSARGUS-ON-R

Re: Receivership of 177 Cross Argus Development Inc.

Professional Fees:

Date	Employee	Description	Hours	Rate	Amount
3/11/2026	JDOWDELL	Email director re outstanding HST returns.	0.10	$400.00	$40.00
3/22/2026	AZELDIN	Review/update Second Report; Emails with D. Nunes re same;	1.40	$585.00	$819.00
3/23/2026	AZELDIN	Call with D. Nunes re motion matters, including updates to ancillary relief order for accounting of rents and production of books and records; Review/update Second Report, emails with D. Nunes re same; Review counsel comments re Second Report; Review of Capstone letter to Hashtag (tenant) re rent arrears and related issues; Review of emails between Capstone/MT re proposed relief re accounting of rents, accessing books and records, Hashtag (tenant) rent arrears and related issues; Review/comment on ancillary relief order, emails with AGI team/Capstone re same;	4.20	$585.00	$2,457.00
3/23/2026	CROWE	Read email from counsel regarding pre-appointment rent attornment;	0.10	$475.00	$47.50
3/23/2026	SPITUCCI	Reviewed Richmond Advisory's updated February 2026 invoice and cash flow statement	0.30	$460.00	$138.00
3/24/2026	AZELDIN	Review/update/finalize Second Report, compile appendices re same; Prepare Fee Affidavit; Emails with Broker re Second Report matters, listing specs, closing matters; Calls/emails with D. Nunes re Second Report, motion materials, closing matters; Review of draft NoM; Review of accounting of rents collected provided by Scalzi (counsel to Third Mortgagee), emails with AGI team/Capstone re same, including updates to Second Report re same;	4.40	$585.00	$2,574.00
3/24/2026	BGELMAN	Review of file, report to Court, draft order and notice of motion;	1.00	$675.00	$675.00
3/24/2026	JDOWDELL	Review file, discussion with Adam re same.	0.20	$400.00	$80.00
3/24/2026	JPOPIC	Reviewed and segregated paper records received in a box relevant to 177 Cross	1.00	$400.00	$400.00
3/24/2026	MSHAFIQUE	Prepare and sign fee affidavit;	0.20	$425.00	$85.00
3/25/2026	AZELDIN	Call with D. Nunes re status of service of motion record, comments from MT re draft AVO; Review/respond to creditor enquiry;	0.30	$585.00	$175.50
3/26/2026	BGELMAN	Call with A. Zeldin; review of receivers record;	0.40	$675.00	$270.00
3/27/2026	CROWE	Read letter from counsel regarding Hashtag tenant;	0.10	$475.00	$47.50
3/27/2026	JDOWDELL	Post document to website.	0.10	$400.00	$40.00
3/28/2026	BGELMAN	Review of Receivers factum;	0.40	$675.00	$270.00

ALBERT GELMAN

PAID

INVOICE

177 Cross Argus Development Inc.
3190 Harvester Rd Suite 201A,
Burlington, ON L7N 3T1

Attention: Nawar Mahfooth

Invoice Date: May 14, 2026
Invoice Num: 8959
Billing Through: Apr 30, 2026
File ID: 177CROSSARGUS-ON-R

Re: Receivership of 177 Cross Argus Development Inc.

3/30/2026	AZELDIN	Review/update summary calculation for deposit, emails/calls with D. Nunes re same and emails with MT re same; REview of followup email from D. Nunes re same; Emails with D. Nunes re next day motion matters;	1.10	$585.00	$643.50
3/31/2026	AZELDIN	Attend Court hearing re sale approval/ancillary relief motion; Emails with MT/D. Nunes/AGI team re deposit, closing matters, receivership funding, other;	1.00	$585.00	$585.00
4/1/2026	JDOWDELL	Call with creditor.	0.10	$400.00	$40.00
4/2/2026	AZELDIN	Emails/calls with Lennard re AVO, APS, closing matters; Emails with D. Nunes re APS; Review of emails from tenants re payment of April rent; Call with M. Alnajar re receiver's borrowing enquiry;	0.60	$585.00	$351.00
4/3/2026	AZELDIN	Review/approve bank rec;	0.10	$585.00	$58.50
4/6/2026	AZELDIN	Emails with AGI banking team re receiver's borrowings; Review of estate GL, update interim SRD; Arrange for payment of professional accounts; Emails with D. Nunes re closing matters, remedial work at premises, correspondence with MT re closing, other matters; Review of past correspondence re receiver funding and proposed next steps; Review of Richmond report re Hashtag arrears, past correspondence between AGIRichmond/Hashtag counsel re same and related matters;	0.90	$585.00	$526.50
4/6/2026	CROWE	Read and respond to email from tenant regarding requested lease extension; Read email from tenant regarding payment; Send to Richmond;	0.40	$475.00	$190.00
4/7/2026	AZELDIN	Emails with AGI estate banking team re deposit funds; Review of estate GL; Review of J. Dunphy endorsement re sale approval;	0.30	$585.00	$175.50
4/7/2026	CROWE	Review Oakville Hydro invoice and send to Richmond; Review correspondence regarding trust funds paid to receiver;	0.20	$475.00	$95.00
4/8/2026	AZELDIN	Call with MT/Capstone re closing matters, tenant matters, books and records, attorned rents in trust at Scalzi, other; Followup call with D. Nunes; Review/send Hashtag lease to MT, emails with C. Rowe re same; Emails with Richmond re Hashtag rent, statement of all receipts/disbursements; Review of hashtag rent collection statements from Richmond, emails with D. Nunes re same;	1.50	$585.00	$877.50
4/8/2026	CROWE	Send Hashtag leases to A Zeldin; Review ledger for Hashtag restaurant; Discuss rent receipts with A Zeldin; Review February cash flow reports from Richmond;	0.30	$475.00	$142.50
4/8/2026	MSHAFIQUE	Review invoices from Property manager;	0.10	$425.00	$42.50

ALBERT GELMAN

PAID

INVOICE

177 Cross Argus Development Inc.
3190 Harvester Rd Suite 201A,
Burlington, ON L7N 3T1

Attention: Nawar Mahfooth

Invoice Date: May 14, 2026
Invoice Num: 8959
Billing Through: Apr 30, 2026
File ID: 177CROSSARGUS-ON-R

Re: Receivership of 177 Cross Argus Development Inc.

4/9/2026	AZELDIN	Review of tax certificate re residency, emails with D. Nunes/MT re same and other closing matters; Email to S. Ganni/N. Mahfooth re request for execution of residency certificate; Call with N. Mahfooth re same;	1.00	$585.00	$585.00
4/9/2026	CROWE	Read emails between A Zeldin and Richmond regarding cash reporting;	0.10	$475.00	$47.50
4/9/2026	JDOWDELL	Save and post documents to website; Request payment.	0.30	$400.00	$120.00
4/10/2026	BGELMAN	Review of emails pertaining to closing details;	0.20	$675.00	$135.00
4/10/2026	CROWE	Review property tax statement; Read email from Richmond regarding cash flow status;	0.20	$475.00	$95.00
4/13/2026	AZELDIN	Review/update Interim SRD, including review of comments/updates from C. Rowe/D. Nunes, email same to MT; Review of Richmond cost/funds held report, update discussions with Richmond/C. Rowe re same; Call with Richmond re latest cash flow reporting; Call with CRA re residency confirmation; Call with D. Nunes re closing matters, hashtag settlement; Calls/emails with N. Mahfooth re debtor residency confirmation, historical corporate tax returns; Followup email/call/text to S. Ganni re request for executed residency certificate;	2.40	$585.00	$1,404.00
4/13/2026	BGELMAN	Review of closing documents prepared by counsel for receiver;	0.20	$675.00	$135.00
4/13/2026	CROWE	Discuss Richmond payment with A Zeldin; Review December 2025 invoice for Richmond; Review Richmond cash flow report and position statement; Discuss Richmond reconciliation with A Zeldin; Read email from Richmond regarding payment to receiver account; Discuss payment from Richmond with A Zeldin; Review insurance position; Re-allocate Richmond invoices per A Zeldin instruction; Read email from counsel regarding Hashtag settlement offer;	2.10	$475.00	$997.50
4/14/2026	CROWE	Prepare Richmond breakdown of expenses for A Zeldin;	0.30	$475.00	$142.50
4/14/2026	JDOWDELL	Call with Oakville Hydro regarding refund.	0.10	$400.00	$40.00
4/15/2026	AZELDIN	Review of emails from MT/Capstone re various closing matters; Emails/calls with N. Mahfooth	1.30	$585.00	$760.50
4/15/2026	BGELMAN	Review of emails from counsel for receiver;	0.20	$675.00	$135.00
4/16/2026	AZELDIN	Review/approve estate cheque;	0.10	$585.00	$58.50
4/16/2026	BGELMAN	Attend update meeting with Adam Zeldin;	0.10	$675.00	$67.50
4/16/2026	CROWE	Call with tenant regarding broken fence and accumulated garbage issue;	0.10	$475.00	$47.50
4/17/2026	CROWE	Review photos and incident report of damaged fence; Instruct Richmond to investigate and provide recommendation;	0.30	$475.00	$142.50

ALBERT GELMAN

PAID

INVOICE

Invoice Date: May 14, 2026
Invoice Num: 8959
Billing Through: Apr 30, 2026
File ID: 177CROSSARGUS-ON-R

177 Cross Argus Development Inc.
3190 Harvester Rd Suite 201A,
Burlington, ON L7N 3T1

Attention: Nawar Mahfooth

Re: Receivership of 177 Cross Argus Development Inc.

4/19/2026	AZELDIN	Review of statement of adjustment, emails from D. Nunes re same; Prepare analysis of cash portion payable on closing;	0.70	$585.00	$409.50
4/20/2026	AZELDIN	Emails/calls with D. Nunes re closing matters; Review of Richmond final invoice and accruals, update cash portion on closing analysis re same; Review of estate GL; Review of emails from MT re closing matters, including extension to closing date; Review revised SOA, update same; Review/update SRD; Emails with D. Nunes/AGI team re same;	1.50	$585.00	$877.50
4/20/2026	CROWE	Review April interim invoice from Richmond; Recommend payment to A Zeldin; Read email from A Zeldin to Richmond regarding finalizing costs for closing; Review GL and insurance invoices for additional expenses; Brief A Zeldin; Query AON invoices with banking team; Allocate Richmond interim April invoice among GL accounts and submit cheque requisition for processing;	0.80	$475.00	$380.00
4/21/2026	AZELDIN	Draft email to MT re final SOA and R&D; Emails with D. Nunes re same; Emails with Richmond re confirmation of final unpaid expenses;	0.50	$585.00	$292.50
4/21/2026	CROWE	Read emails between A Zeldin, counsel and Richmond regarding invoices; Read email from A Zeldin to banking department regarding payment; Read and respond to email from banking team regarding payment;	0.40	$475.00	$190.00
4/22/2026	AZELDIN	Review/execute various closing documents; Several emails/calls with Capstone/MT re same; Call with N. Mahfooth re closing, including update email to same; Review/execute receiver's cert re closing; Review/sign estate cheque;	2.70	$585.00	$1,579.50
4/22/2026	BGELMAN	Review of closing documents;	0.10	$675.00	$67.50
4/22/2026	CROWE	Review rent roll and AR summaries for tenants from Richmond;	0.10	$475.00	$47.50
4/23/2026	CROWE	Read email from A Zeldin regarding closing of sale; Instruct Richmond to cease property management on 177 Cross; Prepare cheque requisition for realtor's commission;	0.30	$475.00	$142.50
4/27/2026	AZELDIN	Emails with D. Nunes/AGI team re remittance of funds to pay property taxes;	0.20	$585.00	$117.00
4/27/2026	CROWE	Arrange for payment to counsel for property taxes; Cancel insurance and request final invoices;	0.80	$475.00	$380.00

ALBERT GELMAN

PAID

INVOICE

177 Cross Argus Development Inc.
3190 Harvester Rd Suite 201A,
Burlington, ON L7N 3T1

Attention: Nawar Mahfooth

Invoice Date: May 14, 2026
Invoice Num: 8959
Billing Through: Apr 30, 2026
File ID: 177CROSSARGUS-ON-R

Re: Receivership of 177 Cross Argus Development Inc.

4/28/2026	AZELDIN	Emails/calls with AGI team re remittance of funds for proeprty taxes; Emials with Capstone re same; Review of email from MT re request for information re closing, including delivery of keys, emails with Capstone/AGI team/Richmond re same; Calls with Richmond re rent proceeds held by them, final invoices; Emails with N. Mahfooth re request for communication re closing; Review of Richmond summary re cash receipts and disbursements, reconcile same to R&D;	1.50	$585.00	$877.50
4/28/2026	CROWE	Call with A Zeldin regarding property manager return of keys; Read email from D Cherniak regarding Hashtag rent;	0.20	$475.00	$95.00
4/29/2026	AZELDIN	Draft email to N. Mahfooth re closing of transaction and related matters; Emails with D. Nunes re same; Emails/calls with Capstone/AGI banking team re remittance of transaction proceeds for property taxes; Execute wire requisition re same and call with Versabank re same; Review of estate GL;	1.00	$585.00	$585.00
4/29/2026	CROWE	Discuss return of keys with A Zeldin; Read and respond to email from A Zeldin regarding purchaser queries; Email Richmond regarding service providers; Email N Mahfooth regarding original leases; Read email from N Mahfooth regarding leases and notify counsel;	0.50	$475.00	$237.50
4/29/2026	JDOWDELL	Save and post document to website.	0.10	$400.00	$40.00
4/30/2026	AZELDIN	Call with Lennard re status of commission; Review of estate GL; Call with D. Nunes re funds in trust, payment of remaining obligations;	0.30	$585.00	$175.50
4/30/2026	CROWE	Discuss commission cheque with A Zeldin;	0.10	$475.00	$47.50
				Total Fees:	**$23,300.50**
				HST/GST:	$3,029.07

Summary by Staff:

	Hours	Rate	Amount
Adam Zeldin,Managing Director, CPA, CA, CIRP, LIT	29.00	$585.00	$16,965.00
Bryan A Gelman,President, CIRP, LIT	2.60	$675.00	$1,755.00
Chris Rowe,Senior Manager, CA (ANZ)	7.40	$475.00	$3,515.00
Jacqueline Dowdell,Associate	1.00	$400.00	$400.00
Jovana Popic,Associate	1.00	$400.00	$400.00
Mahmood Shafique,Senior Associate	0.30	$425.00	$127.50
Steven Pitucci,Senior Manager, CPA, CA	0.30	$460.00	$138.00

Disbursements:

ALBERT GELMAN

PAID

INVOICE

177 Cross Argus Development Inc.
3190 Harvester Rd Suite 201A,
Burlington, ON L7N 3T1

Attention: Nawar Mahfooth

Invoice Date: May 14, 2026
Invoice Num: 8959
Billing Through: Apr 30, 2026
File ID: 177CROSSARGUS-ON-R

Re: Receivership of 177 Cross Argus Development Inc.

Non-Taxable Disbursements		
	SEARCH FEES (NON-TAXABLE):	$14.35
Taxable Disbursements		
	SEARCH FEES:	$28.65
	Total Expenses:	$43.00
	HST/GST:	$3.72
	Amount Due This Invoice:	**$26,376.29**

GST/HST Registration # 83741 9514 RT0001

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

PAID

INVOICE

177 Cross Argus Development Inc.
3190 Harvester Rd Suite 201A,
Burlington, ON L7N 3T1

Attention: Nawar Mahfooth

Invoice Date: Aug 16, 2026
Invoice Num: 9348
Billing Through: Jul 31, 2026
File ID: 177CROSSARGUS-ON-R

Re: Receivership of 177 Cross Argus Development Inc.

Professional Fees:

Date	Employee	Description	Hours	Rate	Amount
5/1/2026	AZELDIN	Review/approve bank rec;	0.10	$585.00	$58.50
5/8/2026	CROWE	Review cancellation confirmation and save to LAN;	0.10	$475.00	$47.50
5/10/2026	CROWE	Read and respond to email from counsel regarding keys for units;	0.20	$475.00	$95.00
5/11/2026	AZELDIN	Review/respond to enquiry from investor; Review of emails from MT/Capstone re purchaser enquiry re keys to property;	0.30	$585.00	$175.50
5/12/2026	AZELDIN	Review/approve estate cheques; Review of legal accounts, arrange for payment of same; Emails with D. Nunes re discharge matters;	0.40	$585.00	$234.00
5/12/2026	CROWE	Review rent ledger and request adjustments for April closing from Richmond; Read and respond to email from Richmond regarding final rent roll ledger;	0.20	$475.00	$95.00
5/12/2026	JDOWDELL	Save report to LAN and post to website.	0.20	$400.00	$80.00
5/13/2026	CROWE	Read email from Richmond regarding rent roll report; Call Richmond and leave message to discuss;	0.10	$475.00	$47.50
5/19/2026	AZELDIN	Review/approve estate cheques; Review of emails from Capstone/MT;	0.40	$585.00	$234.00
5/20/2026	CROWE	Review and file Richmond April reporting;	0.10	$475.00	$47.50
5/21/2026	AZELDIN	Review/respond to email from MT re May 2026 rent, updates rent roll and updated SRD; Emails with Richmond re May 2026 rent, final invoice; Review/approve estate cheque;	0.60	$585.00	$351.00
5/21/2026	CROWE	Review Halton water arrears letter and check for payment; Ask Richmond if paid; Review A Zeldin comments on asks from purchaser;	0.30	$475.00	$142.50
5/22/2026	CROWE	Prepare cheque requisition for Halton water;	0.20	$475.00	$95.00
5/24/2026	CROWE	Review reporting from Richmond on balances;	0.20	$475.00	$95.00
5/25/2026	AZELDIN	Review/approve estate cheque;	0.10	$585.00	$58.50
5/25/2026	BGELMAN	Signing of past trust cheques, including today's cheque;	0.20	$675.00	$135.00
5/25/2026	JDOWDELL	Save order and upload to website.	0.10	$400.00	$40.00
6/3/2026	ZZELEWICZ	Review of Private appointment agreement to confirm date of 246 (2) report; update due date of 246 (2) report date.	0.10	$445.00	$44.50
6/4/2026	AZELDIN	Review/respond to enquiry from MT re post-closing rents paid to Richmond, updated Interim SRD;	0.30	$585.00	$175.50
6/4/2026	CROWE	Correspond with Oakville Hydro regarding new ownership;	0.10	$475.00	$47.50
6/4/2026	ZZELEWICZ	Various updates to tracker and determining date of required filing to OSB and debtor.	0.10	$445.00	$44.50

ALBERT GELMAN

PAID

INVOICE

177 Cross Argus Development Inc.
3190 Harvester Rd Suite 201A,
Burlington, ON L7N 3T1

Attention: Nawar Mahfooth

Invoice Date: Aug 16, 2026
Invoice Num: 9348
Billing Through: Jul 31, 2026
File ID: 177CROSSARGUS-ON-R

Re: Receivership of 177 Cross Argus Development Inc.

6/7/2026	CROWE	Read and respond to email from utility company regarding closing date;	0.10	$475.00	$47.50
6/9/2026	CROWE	Read email from A Zeldin regarding final bill for Richmond; Request same for Richmond; Read email from Richmond regarding transfer of waste collection contract and final invoice;	0.20	$475.00	$95.00
6/10/2026	AZELDIN	Update call with AGI team re status of file and interim reports; Review of estate GL; Review of final Richmond bill, arrange for payment of same;	0.50	$585.00	$292.50
6/11/2026	ASABBA	Update discussion with AGI team, including re discharge matters.	0.20	$400.00	$80.00
6/11/2026	AZELDIN	Update discussion with AGI team, including re discharge matters;	0.20	$585.00	$117.00
6/11/2026	BGELMAN	Attend update meeting with AGI team re discharge matters;	0.20	$675.00	$135.00
6/11/2026	SPITUCCI	Reviewed Richmond's Apr 2026 cash flow for accuracy	0.40	$460.00	$184.00
6/11/2026	ZZELEWICZ	Update task list for SRD;	0.10	$445.00	$44.50
6/12/2026	AZELDIN	Review/approve bank rec; Review of estate GL;	0.20	$585.00	$117.00
6/12/2026	CROWE	Email Region of Halton regarding sale;	0.20	$475.00	$95.00
6/16/2026	AZELDIN	Review/approve estate cheque;	0.10	$585.00	$58.50
6/19/2026	AZELDIN	Call with M. Anjahar re status update on updated interim SRD enquiry and remittance of May rent from Hashtag; Discussions with Z. Zelewicz re updates to interim SRD;	0.30	$585.00	$175.50
6/19/2026	CROWE	Discuss Richmond invoices with S Pitucci and R&D with Z Zelewicz;	0.20	$475.00	$95.00
6/19/2026	SPITUCCI	Reviewed responses from Richmond on backup for April cashflows	0.30	$460.00	$138.00
6/19/2026	ZZELEWICZ	Meeting with A. Zeldin regarding SRD; Text to C. Rowe regarding Statement of Receipts and Disbursements "SRD"; Email to Richmond regarding SRD; Call with Richmond Advisory regarding statement of receipts and disbursements; Review of files and receipts in accordance with creating SRD;	4.00	$445.00	$1,780.00
6/22/2026	CROWE	Request reallocation of GL and request cheque requisition for final insurance invoice; Read email from banking team regarding same;	0.30	$475.00	$142.50
6/22/2026	JDOWDELL	Review hydro bills; Call with investor, email re same.	0.30	$400.00	$120.00
6/22/2026	ZZELEWICZ	Finalization of interim statement of Receipt sand disbursements email to A. Zeldin of same;	2.40	$445.00	$1,068.00
6/25/2026	SPITUCCI	Calculate distribution AGI to receive from Richmond after review of Richmond's May invoice and cash flow report	0.40	$460.00	$184.00

ALBERT GELMAN

177 Cross Argus Development Inc.
3190 Harvester Rd Suite 201A,
Burlington, ON L7N 3T1

Attention: Nawar Mahfooth

PAID

INVOICE

Invoice Date: Aug 16, 2026
Invoice Num: 9348
Billing Through: Jul 31, 2026
File ID: 177CROSSARGUS-ON-R

Re: Receivership of 177 Cross Argus Development Inc.

6/25/2026	ZZELEWICZ	Emails to Richmond regarding outstanding invoice and rent for statement of receipts and disbursements; Email to C. Rowe regarding outstanding accrual on insurance; Update of Notice 245(2) report and attach for review to A. Zeldin	0.70	$445.00	$311.50
6/26/2026	AZELDIN	Review of interim SRD, update same; Review of S. 246(2) draft notice, comment on same; Emails with Z. Zelewicz re same; Emails with AGI team re Hashtag May rent, proposed email to Richmond re same;	1.00	$585.00	$585.00
6/26/2026	CROWE	Discuss ownership of property and environmental report with A Sabba; Provide comments on insurance accrual to Z Zelewicz; Review Richmond cash flow;	0.40	$475.00	$190.00
6/26/2026	SPITUCCI	Correspondence with A. Zeldin on amount owing to Richmond Advisory	0.30	$460.00	$138.00
6/27/2026	ZZELEWICZ	Update interim report; Review Approval and Vesting Order; Send to A. Zeldin for review;	1.10	$445.00	$489.50
6/30/2026	ZZELEWICZ	Brief followup email to A. Zeldin regarding review of interim receivership report;	0.10	$445.00	$44.50
7/2/2026	ZZELEWICZ	Review various emails and back and forth regarding the file;	0.20	$445.00	$89.00
7/7/2026	CROWE	Read and respond to creditor query;	0.10	$475.00	$47.50
7/9/2026	AZELDIN	Update discussion with AGI team re interim SRD, accruals to complete mandate, responding to purchaser counsel, discharge matters;	0.20	$585.00	$117.00
7/9/2026	BGELMAN	Attend update meeting with AGI staff;	0.20	$675.00	$135.00
7/9/2026	ZZELEWICZ	Discussion regarding interim statement of receipts of disbursement; Discussion regarding prep of court report;	0.20	$445.00	$89.00
7/10/2026	AZELDIN	Update call with Z. Zelewicz re estimated final RD; Review/update same;	0.50	$585.00	$292.50
7/10/2026	ZZELEWICZ	Email A. Zeldin regarding WIP for file; Start to work on SRd and call with A. Zeldin regarding file updates; Email updated SRD to A. Zelding	0.90	$445.00	$400.50
7/12/2026	ZZELEWICZ	Reviewing outstanding emails in the last week;	0.10	$445.00	$44.50
7/13/2026	ZZELEWICZ	Discussion with A. Zeldin regarding call to Richmond required;	0.20	$445.00	$89.00
7/14/2026	ZZELEWICZ	Email to Jamie Fabia regarding rent collection and outstanding invoices per instructions from A. Zeldin; Review response from Richmond; Email to Banking to confirm where funds should be sent;	0.30	$445.00	$133.50
7/16/2026	CROWE	Send deposit requisition to banking team;	0.10	$475.00	$47.50
7/17/2026	AZELDIN	Review/approve estate cheque; Emails with J. Sun re May Hashtag rent, remittance of same to purchaser; Arrange for payment to purchaser of May rent received from Hashtag;	0.30	$585.00	$175.50

ALBERT GELMAN

PAID

INVOICE

177 Cross Argus Development Inc.
3190 Harvester Rd Suite 201A,
Burlington, ON L7N 3T1

Attention: Nawar Mahfooth

Invoice Date: Aug 16, 2026
Invoice Num: 9348
Billing Through: Jul 31, 2026
File ID: 177CROSSARGUS-ON-R

Re: Receivership of 177 Cross Argus Development Inc.

7/17/2026	ZZELEWICZ	Review email correspondence and call with A. Zeldin;	0.10	$445.00	$44.50
7/20/2026	ZZELEWICZ	Follow up email to J.Fabia regarding outstanding Richmond invoices; Review and respond to email from J. Fabia regarding outstanding Richmond invoices;	0.20	$445.00	$89.00
7/21/2026	CROWE	Read letter from city regarding property taxes;	0.10	$475.00	$47.50
7/21/2026	JDOWDELL	Review file re claims process; Email creditor.	0.20	$400.00	$80.00
7/21/2026	SPITUCCI	Reviewed Richmond's outstanding AR and cash flow for property management services to confirm accuracy	0.30	$460.00	$138.00
7/21/2026	ZZELEWICZ	Call with A. Zeldin regarding the Statement of Receipts and disbursements;	0.20	$445.00	$89.00
7/27/2026	ZZELEWICZ	Review email from Richmond; Call with Richmond regarding outstanding invoices;	0.30	$445.00	$133.50
7/28/2026	SPITUCCI	Reviewed Richmond's modified cash flow reports for June 2026 for determination of net receipts owed	0.40	$460.00	$184.00
7/29/2026	SPITUCCI	Reconciled payments made by AGI on Richmond's cash flow to Ascend and inquired with Richmond over discrepancies	0.20	$460.00	$92.00
7/30/2026	ZZELEWICZ	Complete SRD; Emails to A. Zeldin;	1.50	$445.00	$667.50
				Total Fees:	**$12,296.50**
				HST/GST:	$1,598.55

Summary by Staff:

	Hours	Rate	Amount
Adam Sabba,Associate, MBA, CPA	0.20	$400.00	$80.00
Adam Zeldin,Managing Director, CPA, CA, CIRP, LIT	5.50	$585.00	$3,217.50
Bryan A Gelman,President, CIRP, LIT	0.60	$675.00	$405.00
Chris Rowe,Senior Manager, CA (ANZ)	3.20	$475.00	$1,520.00
Jacqueline Dowdell,Associate	0.80	$400.00	$320.00
Steven Pitucci,Senior Manager, CPA, CA	2.30	$460.00	$1,058.00
Zach Zelewicz,Manager, CPA, CIRP	12.80	$445.00	$5,696.00

Disbursements:

Taxable Disbursements

POSTAGE:	$9.84
Total Expenses:	$9.84
HST/GST:	$1.28
Amount Due This Invoice:	**$13,906.17**

ALBERT GELMAN

PAID
INVOICE

177 Cross Argus Development Inc.
3190 Harvester Rd Suite 201A,
Burlington, ON L7N 3T1

Attention: Nawar Mahfooth

Invoice Date: Aug 16, 2026
Invoice Num: 9348
Billing Through: Jul 31, 2026
File ID: 177CROSSARGUS-ON-R

Re: Receivership of 177 Cross Argus Development Inc.

GST/HST Registration # 83741 9514 RT0001

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

DRAFT INVOICE

177 Cross Argus Development Inc.
3190 Harvester Rd Suite 201A,
Burlington, ON L7N 3T1

Attention: Nawar Mahfooth

Invoice Date: Sep 9, 2026
Invoice Num: <26-9416>
Billing Through: Aug 31, 2026
File ID: 177CROSSARGUS-ON-R

Re: Receivership of 177 Cross Argus Development Inc.

Professional Fees:

Date	Employee	Description	Hours	Rate	Amount
8/4/2026	AZELDIN	Emails with Z. Zelewicz re status of interim SRD, discharge matters;	0.10	$585.00	$58.50
8/4/2026	JDOWDELL	Email creditor.	0.10	$400.00	$40.00
8/4/2026	ZZELEWICZ	Answering questions from A.Zeldin; Email to D. Nunes regarding court date;	0.20	$445.00	$89.00
8/5/2026	ZZELEWICZ	Call with A. Zeldin regarding the file;	0.10	$445.00	$44.50
8/6/2026	CROWE	File strategy meeting with A Zeldin and B Gelman;	0.10	$475.00	$47.50
8/7/2026	JDOWDELL	Request payment.	0.10	$400.00	$40.00
8/10/2026	AZELDIN	Review/approve estate cheque;	0.10	$585.00	$58.50
8/20/2026	AZELDIN	Call with AGI team re status update and next steps, including discharge matters;	0.20	$585.00	$117.00
8/20/2026	BGELMAN	Update meeting with Adam Zeldin and AGI team regarding status and next steps;	0.20	$675.00	$135.00
8/20/2026	ZZELEWICZ	Update meeting with Adam Zeldin and AGI team regarding status;	0.10	$445.00	$44.50
8/25/2026	SPITUCCI	Reviewed Ascend ledger to confirm if RAS sent funds and drafted follow-up to RAS to proceed with same	0.10	$460.00	$46.00
8/26/2026	SPITUCCI	Drafted email to RAS RE: settling outstanding accounts with AGI	0.10	$460.00	$46.00
8/27/2026	ZZELEWICZ	First Draft of the report;	1.50	$445.00	$667.50
8/28/2026	JDOWDELL	Request payment.	0.10	$400.00	$40.00
8/31/2026	NLITWACK	Disbursement review and cheque signing.	0.10	$595.00	$59.50
8/31/2026	SPITUCCI	Derived journal entry for recording of receipt of funds from RAS in Ascend	0.60	$460.00	$276.00
				Total Fees:	**$1,809.50**
				HST/GST:	$235.24

Summary by Staff:

	Hours	Rate	Amount
Adam Zeldin,Managing Director, CPA, CA, CIRP, LIT	0.40	$585.00	$234.00
Bryan A Gelman,President, CIRP, LIT	0.20	$675.00	$135.00
Chris Rowe,Senior Manager, CA (ANZ)	0.10	$475.00	$47.50
Jacqueline Dowdell,Associate	0.30	$400.00	$120.00
Noah Litwack,Managing Director, CIRP, LIT	0.10	$595.00	$59.50
Steven Pitucci,Senior Manager, CPA, CA	0.80	$460.00	$368.00
Zach Zelewicz,Manager, CPA, CIRP	1.90	$445.00	$845.50

ALBERT GELMAN

DRAFT

INVOICE

177 Cross Argus Development Inc.
3190 Harvester Rd Suite 201A,
Burlington, ON L7N 3T1

Attention: Nawar Mahfooth

Invoice Date: Sep 9, 2026
Invoice Num: <26-9416>
Billing Through: Aug 31, 2026
File ID: 177CROSSARGUS-ON-R

Re: Receivership of 177 Cross Argus Development Inc.

Amount Due This Invoice: **$2,044.74**

GST/HST Registration # 83741 9514 RT0001

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
Adam Zeldin, sworn before me on
September 11, 2026

Commissioner for Taking Affidavits, etc.

DANNY NUNES

Albert Gelman Inc. **Exhibit C**
In its capacity as Receiver and Manager of
177 Cross Argus Development Inc. and Double Diamond Capital Inc.
And not in its personal or corporate capacity
Statement of Accounts

Staff member	Position	Hours worked	Avg. Hourly rate	Total
			($)	($)
Adam Zeldin, CPA, CA, CIRP, LIT	Managing Director	34.9	585.00	20,416.50
Bryan Gelman, CIRP, LIT	President	3.4	675.00	2,295.00
Zach Zelewicz CPA, CIRP LIT	Manager	14.7	445.00	6,541.50
Adam Sabba MBA, CPA	Associate	0.2	400.00	80.00
Chris Rowe, CA (ANZ)	Senior Manager	10.7	475.00	5,082.50
Steven Pitucci, CPA, CA	Senior Manager	3.4	460.00	1,564.00
Jovana Popic	Associate	1.0	400.00	400.00
Jacqueline Dowdell	Associate	2.1	400.00	840.00
Mahmood Shafique	Senior Associate	0.3	425.00	127.50
Noah Litwack CIRP, LIT	Managing Director	0.1	595.00	59.50
		70.8	528.34	37,406.50

APPENDIX “I”

Court File No. CV-25-00753599-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

915643 ONTARIO INC.

Applicant

- and -

177 CROSS ARGUS DEVELOPMENT INC. and
DOUBLE DIAMOND CAPITAL INC.

Respondents

FEE AFFIDAVIT OF DANNY NUNES
(sworn September 9, 2026)

I, DANNY NUNES, of the City of Mississauga, in the Province of Ontario, MAKE OATH AND SAY:

1. I am the principal of Capstone Legal ("**Capstone**"), solicitors for Albert Gelman Inc. in its capacity as the receiver (the "**Receiver**") of the property, assets and undertakings of 177 Cross Argus Development Inc. and Double Diamond Capital Inc. As such, I have knowledge of the matters hereinafter deposed to.

2. Attached hereto as **Exhibit "A"** are copies of the Statements of Account of Capstone in respect of services rendered to the Receiver for the period from March 21, 2026 to August 31, 2026 (the "**Billing Period**"). During the Billing Period, the total fees billed by Capstone were $30,050, disbursements in the amount of $1,610.04 and applicable taxes in the amount of $4,082.96.

3. As set out in the following table, 60.1 hours were billed by Capstone during the Billing Period, resulting in an average hourly rate of $500 (exclusive of applicable taxes):

Lawyers	Hours	Rate/Hr.
Danny Nunes	60.1	$500
TOTAL	**60.1**	**Avg. Rate/Hr: $500**

4. The activities detailed in the Statements of Account attached as Exhibit "A" accurately reflect the services provided by Capstone and the rates charged are the standard hourly rates of those individuals at Capstone at the time they were incurred.

5. I have reviewed the Statements of Account and believe that the time expended and the legal fees charged are reasonable in light of the services performed and the prevailing market rates for legal services of this nature in Toronto.

6. I swear this affidavit in support of a motion for, *inter alia*, approval of the fees and disbursements of Capstone set out above and for no other or improper purpose.

Sworn before me at the City of Mississauga, in the Province of Ontario, this 9th day of September, 2026.	))))))	
A Commissioner for taking affidavits, etc. JENNIFER LABRECQUE		**DANNY NUNES**

This is Exhibit "A" referred to in the Affidavit of Danny Nunes
sworn before me this 9th day of September, 2026.

____
A Commission for taking affidavits, etc.

JENNIFER LABRECQUE

Capstone Legal

1370 Hurontario St
Mississauga, ON L5G3H4 Canada

Ph:416-414-3311

Albert Gelman Inc.
250 Ferrand Drive, Suite 407
Toronto, ON
M3C 3G8 Canada

April 9, 2026

File #: 25-067

Attention: Bryan Gelman

Inv #: 199

RE: Receivership of 177 Cross Argus

DATE	**DESCRIPTION**	**HOURS**	**AMOUNT**	**LAWYER**
Mar-22-26	Draft correspondence to tenant regarding rent arrears; correspondence to A. Zeldin regarding same and other matters for sale approval motion;	0.90	450.00	DN
Mar-23-26	Draft security opinion for sale approval motion; correspondence with A. Zeldin regarding sale approval motion and relief regarding same; correspondence with P. Cass regarding KidLogic lease extension; correspondence with A. Zeldin regarding same and tax bill issue; correspondence with applicant counsel regarding various outstanding matters relating to sale approval motion and potential further motion for receiver discharge; review correspondence from A. Zeldin attaching draft receiver report for sale approval motion; correspondence with applicant counsel regarding further contingency amount; correspondence with A. Zeldin and B. Gelman regarding same; correspondence with third mortgagee counsel regarding rent accounting; review and revise draft report; } correspondence with A. Zeldin regarding same; prepare draft stay extension materials; correspondence with A. Zeldin regarding same; draft correspondence to HashTag restaurant counsel regarding rent dispute; correspondence with A. Zeldin	6.90	3,450.00	DN

	regarding same; revise draft AVO and circulate same for comment to applicant counsel;			
Mar-24-26	Finalizing sale approval motion materials; correspondence with A. Zeldin regarding same; speak to A. Zeldin regarding same; correspondence with applicant counsel regarding sale approval motion materials; correspondence with A. Zeldin regarding service of statement of claim; correspondence to plaintiff counsel regarding stay of proceedings related to same; review correspondence from third mortgagee counsel regarding rent accounting;	5.90	2,950.00	DN
Mar-25-26	Correspondence with applicant counsel regarding status of draft AVO; correspondence with A. Zeldin and B. Gelman regarding assignment of contracts; correspondence with A. Zeldin and B. Gelman regarding applicant request to assume property tax arrears; correspondence with applicant counsel regarding same; correspondence with applicant counsel regarding contract assignment issue; finalizing sale approval motion materials;	3.60	1,800.00	DN
Mar-26-26	Correspondence with applicant counsel regarding assignment of contracts; correspondence with A. Zeldin regarding finalizing and serving sale approval motion materials; revise draft motion materials; correspondence with applicant counsel and client regarding same; review correspondence from mortgagee counsel regarding rent to be transferred; finalize and serve sale approval motion materials;	3.80	1,900.00	DN
Mar-29-26	See to filing of factum for sale approval motion; correspondence to Commercial Court staff regarding same;	0.30	150.00	DN
Mar-30-26	Correspondence with Commercial Court staff regarding filing factum; correspondence with A. Zeldin regarding fire remediation quote; correspondence to applicant counsel regarding same; review correspondence from applicant counsel regarding deposit amount; correspondence with A. Zeldin regarding sale approval motion and prepare for same;	3.50	1,750.00	DN

Mar-31-26	Correspondence with tenant counsel regarding sale approval motion; prepare for same; correspondence with A. Zeldin regarding same; attend sale approval motion; correspondence to service list regarding same; correspondence with A. Zeldin and B.Gelman regarding confirmation to application counsel regarding cash component and deposit amount;	3.30	1,650.00	DN
	Totals	28.20	$14,100.00	
	Total GST/HST on Fees		1,833.00	

DISBURSEMENTS

	Tax Certificate*	192.50	
Mar-23-26	Corporate Profile Report*	16.00	
	Title Search*	44.17	
Mar-26-26	Filing Fees	300.00	
	Totals	$552.67	
	Total GST/HST on Disbursements	39.00	
	Total Fee & Disbursements		**$16,524.67**
	Previous Balance		54,177.00
	Balance Now Due		**$70,701.67**

TAX ID Number 1937844
Total GST/HST $1,872.00

Please note that this account is payable on receipt. If not paid within 30 days from the invoice date, interest at the rate of prime plus 2% per annum will be charged from the invoice date.

Capstone Legal

1370 Hurontario St
Mississauga, ON L5G3H4 Canada

Ph:416-414-3311

Albert Gelman Inc.
250 Ferrand Drive, Suite 407
Toronto, ON
M3C 3G8 Canada

May 6, 2026

File #: 25-067
Inv #: 229

Attention: Bryan Gelman

RE: Receivership of 177 Cross Argus

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Apr-01-26	Correspondence with counsel for KidLogic regarding Orders; correspondence to service list regarding same;	0.20	100.00	DN
Apr-02-26	Correspondence with A. Zeldin regarding APS; review correspondence from purchaser counsel regarding closing documents for same;	0.30	150.00	DN
Apr-06-26	Correspondence to A. Zeldin regarding fire remediation invoice; correspondence with A. Zeldin regarding closing date; correspondence to purchaser counsel regarding same; review correspondence regarding Receiver's borrowings;	0.50	250.00	DN
Apr-07-26	Correspondence with purchaser counsel regarding closing date; correspondence with A. Zeldin regarding same;	0.30	150.00	DN
Apr-08-26	Call with purchaser counsel and A. Zeldin to discuss closing and outstanding matters; call with A. Zeldin regarding same; review Hashtag lease terms; correspondence with counsel for KidLogic regarding rent paid to counsel for third mortgagee; correspondence with A. Zeldin regarding same; correspondence to purchaser counsel regarding various matters relating to closing;	2.60	1,300.00	DN
Apr-09-26	Correspondence with purchaser counsel	1.80	900.00	DN

	regarding outstanding matters relating to closing; correspondence with A. Zeldin regarding same; correspondence with A. Zeldin and debtors principals regarding non-residency certificate and tax returns; correspondence with purchaser counsel regarding same;			
Apr-10-26	Correspondence with A. Zeldin regarding tenant rental dispute; review correspondence form debtor principals regarding sale transaction documents; correspondence with purchaser counsel regarding draft sale transaction documents; correspondence with purchaser counsel regarding receivers borrowings and treatment of funds after closing of sale transaction;	2.60	1,300.00	DN
Apr-13-26	Correspondence with tenant counsel regarding rental dispute; correspondence with A. Zeldin regarding same; correspondence with purchaser counsel regarding same; correspondence with A. Zeldin regarding finalizing closing purchase price numbers; review correspondence regarding debtor certificate; correspondence to debtor principal regarding same; correspondence with purchaser counsel regarding closing documents for transaction;	2.80	1,400.00	DN
Apr-14-26	Correspondence with purchaser counsel regarding sale transaction; correspondence with A. Zeldin regarding same;	1.50	750.00	DN
Apr-15-26	Correspondence with purchaser counsel regarding tax residency issues; speak to A. Zeldin regarding same; correspondence with purchaser counsel regarding tenant rental dispute and various other closing matters;	1.90	950.00	DN
Apr-16-26	Correspondence with purchaser counsel regarding tenant dispute settlement; correspondence with purchaser counsel regarding various closing matters;	0.90	450.00	DN
Apr-17-26	Correspondence with debtor counsel regarding certificate needed for sale transaction closing; correspondence with A. Zeldin regarding same; correspondence with purchaser counsel regarding sale transaction documents; review	3.80	1,900.00	DN

	correspondence regarding closing of sale transaction; correspondence with A. Zelding regarding comments on statement of adjustments;			
Apr-19-26	Correspondence with A. Zeldin regarding statement of adjustment numbers;	0.20	100.00	DN
Apr-20-26	Correspondence with purchaser counsel regarding closing; correspondence with A. Zeldin regarding same; correspondence with tenant counsel regarding settlement proposal for rent dispute;	2.30	1,150.00	DN
Apr-21-26	Correspondence with A. Zeldin regarding statement of adjustment calculations; review correspondence to purchaser counsel regarding same; correspondence with purchaser counsel regarding same; review correspondence regarding FCT certificate; correspondence with B. Gelman and A. Zeldin regarding same; correspondence with purchaser counsel regarding same;	3.10	1,550.00	DN
Apr-22-26	Correspondence with purchaser counsel regarding closing documents for sale transaction; correspondence with A. Zeldin regarding closing of sale truncation; correspondence withpurcha ser counsel regarding same; call with purchaser counsel to discuss writs and implications of same; correspondence with purchaser counsel regarding same; correspondence regarding closing of transaction;	2.50	1,250.00	DN
Apr-27-26	Correspondence with A. Zeldin regarding outstanding property taxes;	0.30	150.00	DN
Apr-28-26	Review correspondence from purchaser counsel regarding information requests; correspondence with A. Zeldin regarding same;	0.30	150.00	DN
Apr-29-26	Review correspondence regarding information requested by purchaser counsel; correspondence with tenant regarding outstanding rent;	0.70	350.00	DN
Apr-30-26	Review correspondence regarding information requested by purchaser counsel;	0.60	300.00	DN

correspondence to purchaser counsel regarding same;

Totals	29.20	$14,600.00	
Total GST/HST on Fees		1,898.00	
Total Fee & Disbursements			**$16,498.00**
Previous Balance			338,450.77
Previous Payments			338,450.77
Balance Now Due			**$16,498.00**

TAX ID Number 1937844
Total GST/HST $1,898.00

PAYMENT DETAILS

Apr-29-26	Proeprty Tax Reimbursement	338,450.77
	Total Payments	**$338,450.77**

Please note that this account is payable on receipt. If not paid within 30 days from the invoice date, interest at the rate of prime plus 2% per annum will be charged from the invoice date.

Capstone Legal
3250 Ridgeway Drive, Unit #10
Mississauga, ON L5L 5Y6 Canada

Ph: 416-414-3311

Albert Gelman Inc.
250 Ferrand Drive, Suite 407
Toronto, ON M3C 3G8 Canada

Jun 30, 2026

File #: 25-067
Inv #: 253

Attention: Bryan Gelman

RE: Receivership of 177 Cross Argus

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
May-06-26	Review correspondence from A. Zeldin regarding water arrears;	0.10	50.00	DN
May-07-26	Correspondence with purchaser counsel regarding miscellaneous matters; correspondence to A. Zeldin and C. Rowe regarding same;	0.10	50.00	DN
May-10-26	Correspondence with C. Rowe regarding keys to sold property; correspondence to purchaser counsel regarding same; correspondence to debtor regarding same;	0.20	100.00	DN
May-11-26	Review correspondence from debtor principal regarding keys; correspondence to purchaser counsel regarding same;	0.20	100.00	DN
May-13-26	Correspondence to purchase counsel regarding property keys;	0.10	50.00	DN
May-14-26	Correspondence with purchaser counsel regarding outstanding miscellaneous matters;	0.20	100.00	DN
May-20-26	Correspondence to purchaser counsel regarding waste management contract; correspondence with property manager regarding same;	0.20	100.00	DN
May-21-26	Review correspondence from purchaser counsel regarding miscellaneous matters; review correspondence from A. Zeldin regarding same;	0.20	100.00	DN

May-28-26	Review correspondence from purchaser counsel regarding various matters;	0.10	50.00	DN
Jun-19-26	Review correspondence from purchaser counsel and A. Zeldin regarding remaining matters for wrapping up receivership;	0.30	150.00	DN
	Total Fees	1.70	$850.00	
	GST/HST		$110.50	

DISBURSEMENTS		**Disbursements**	**Receipts**
May-01-26	Payment of Invoice #3606	1,057.37	
	Totals	$1,057.37	$0.00
	GST/HST on Disbursements	$137.46	
	Total Fees, Disbursements & GST/HST		**$2,155.33**
	Previous Balance		$16,498.00
	Previous Payments		$16,498.00
	Balance Due Now		**$2,155.33**

Total Tax:	$247.96
GST/HST #:	806597720

* tax-exempt

Please note that this account is payable on receipt. If not paid within 30 days from the invoice date, interest at the rate of prime plus 2% per annum will be charged from the invoice date.

Capstone Legal
3250 Ridgeway Drive, Unit #10
Mississauga, ON L5L 5Y6 Canada

Ph:416-414-3311

Albert Gelman Inc.
250 Ferrand Drive, Suite 407
Toronto, ON
M3C 3G8 Canada

August 7, 2026

File #: 25-067
Inv #: 279

Attention: Bryan Gelman

RE: Receivership of 177 Cross Argus

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Jul-02-26	Review correspondence from corporate counsel for purchaser regarding status of receivership;	0.10	50.00	DN
Jul-14-26	Correspondence with A. Zeldin regarding outstanding matters related to receivership; review correspondence from purchaser counsel regarding same;	0.20	100.00	DN
Jul-17-26	Review correspondence from A. Zeldin and purchaser counsel regarding wrapping up receivership and accounting for same;	0.30	150.00	DN
	Totals	0.60	$300.00	
	Total GST/HST on Fees		39.00	
	Total Fee & Disbursements			**$339.00**
	Previous Balance			2,155.33
	Balance Now Due			**$2,494.33**

TAX ID Number 806597720
Total GST/HST $39.00

Please note that this account is payable on receipt. If not paid within 30 days from the invoice date, interest at the rate of prime plus 2% per annum will be charged from the invoice date.

Capstone Legal
3250 Ridgeway Drive, Unit #10
Mississauga, ON L5L 5Y6 Canada

Ph:416-414-3311

Albert Gelman Inc.
250 Ferrand Drive, Suite 407
Toronto, ON
M3C 3G8 Canada

September 8, 2026

File #: 25-067
Inv #: 304

Attention: Bryan Gelman

RE: Receivership of 177 Cross Argus

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Aug-04-26	Correspondence with client regarding scheduling discharge motion; correspondence with Commercial Court staff regarding same;	0.20	100.00	DN
Aug-05-26	Correspondence with client regarding receiver discharge motion; correspondence with Commercial Court regarding same;	0.20	100.00	DN
	Totals	0.40	$200.00	
	Total GST/HST on Fees		26.00	
	Total Fee & Disbursements			**$226.00**
	Previous Balance			2,494.33
	Balance Now Due			**$2,720.33**

TAX ID Number 806597720
Total GST/HST $26.00

Please note that this account is payable on receipt. If not paid within 30 days from the invoice date, interest at the rate of prime plus 2% per annum will be charged from the invoice date.

Court File No.: CL-25-00753599-0000

915643 ONTARIO INC. **v.** **177 CROSS ARGUS DEVELOPMENT INC. and DOUBLE DIAMOND CAPITAL INC.**

Applicant

Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

FEE AFFIDAVIT

CAPSTONE LEGAL
10 – 3250 Ridgeway Drive
Mississauga, ON L5L 5Y6

Danny M. Nunes (LSO #53802D)
Tel: (416) 414-3311
Email: dn@capstonelegal.ca

Lawyers for the Receiver