

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

B E T W E E N:

MARPER HOLDINGS LIMITED

Applicant

- and -

FOXPARK DEVELOPMENT CORPORATION

Respondent

**SECOND REPORT OF THE RECEIVER AND MANAGER OF 77 FOX STREET
IN PENETANGUISHENE, ONTARIO DATED JANUARY 6, 2026**

I. BACKGROUND

1. On July 8, 2025, pursuant to an Order of this Honourable Court (the "**Appointment Order**"), Russo Corp. was appointed as receiver and manager (the "**Receiver**") over the real property municipally described as 77 Fox Street, Penetanguishene, Ontario (the "**Property**").
2. The Property is registered in the name of Foxpark Development Corporation (the "**Debtor**") and at the time of the Appointment Order was being developed into a "life lease" residential townhome community for senior citizens.
3. On September 8, 2025, the Receiver issued its First Report in which it detailed the Debtor's insolvency and sought an order:
 - a. Assigning the Debtor into bankruptcy,

- b. Approving the Receiver's First Report activities;
 - c. Approving the Receiver's Interim Statement of R&D;
 - d. Approving the Receiver's fees and disbursements as well as those of its legal counsel, Green Advocacy; and
 - e. Approving the Receiver's proposed Sale Process of the Property (the "**Proposal Sale Process**").
4. Following a motion on September 29, 2025, Justice Kimmel issued an Endorsement on October 3, 2025 in which she focused primarily on (e), the Proposed Sale Process, and adjourned the balance of the relief sought in (a)-(d) above, including the bankruptcy order, the approval of the Receivers' First Report activities, Interim Statement of R&D, and its fees and disbursements and those of its counsel.
 5. With respect to (e), in her Endorsement, Justice Kimmel raised concerns that the initial process was not developed with a specialized listing broker (a "**Broker**") and did not contemplate listing the Property on the Multiple Listing Service ("**MLS**"). Her Honour required that the Receiver revise the Proposed Sale Process to address these concerns.
 6. In accordance with Her Honour's Endorsement, the Receiver sought proposals from specialized brokers and ultimately selected Marcus & Millichamp Real Estate Investment Services ("**M&M**").
 7. On November 4, 2025, the Receiver re-appeared before Justice Kimmel with the Second Supplement to the First Report dated October 31, 2025, which outlined a new proposed sale process to be managed by M&M with an MLS Listing (the "**New Sale Process**").
 8. On November 4, 2025, Justice Kimmel approved the New Sale Process and issued the New Sale Process Order, which outlined a four-stage sale process. A copy of Justice Kimmel's Endorsement and the New Sale Process Order is attached hereto as Appendix "A".

II. PURPOSE OF THIS SECOND REPORT

9. The purpose of this Second Report is to:
 - a. Provide a summary of the Receiver's activities since the issuance of the New Sale Process Order on November 4, 2025;
 - b. Report on the status of the marketing and sale of the Property;
 - c. Request an Order approving the Receiver's activities outlined in the First Report and in this Second Report; and
 - d. Request an Order approving the Receiver's Interim Statement of Receipts and Disbursement dated September 6, 2025 and January 5, 2026,
 - e. Request an Order approving the Receiver's Fee Affidavit dated September 6, 2025 and January 5, 2026; and
 - f. Request an Order approving the Receiver's Counsel's Fee Affidavit dated September 8, 2025 and January 5, 2026.

III. ACTIVITIES SINCE THE NEW SALE PROCESS ORDER

8. Since the issuance of the New Sale Process Order on November 4, 2025, the Receiver and M&M completed the Underwriting Stage (Stage 1), which included detailed asset inspections and the preparation of marketing materials.
9. On November 28, the Property was officially listed for sale on MLS, MNETS, CoStar, LoopNet, and SpaceList, ensuring broad market exposure as directed by the Court. A copy of the MLS Listing is attached hereto as **Appendix "B"**.
10. The Sale Process is currently in the Marketing Stage (Stage 2). M&M is actively:
 - a. Distributing summary marketing materials to target prospects;

- b. Managing the virtual data room for responding prospects who have executed a Confidentiality Agreement; and
- c. Conducting meetings and personal contact with qualified target prospects. A copy of the Reporting letter from Marcus & Millichap Dated December 12, 2025 is attached hereto as **Appendix "C"**.

11. The deadline for all bids is February 6, 2026. While some bids have been received, per the approved process, the Receiver will start to analyze submissions and rank buyers after the bid deadline and during the upcoming Negotiation Stage (Stage 3).

IV. ACCOUNTS OF THE RECEIVER AND COUNSEL

a. For Period of July 8 – September 6, 2025

12. In its First Report, the Receiver requested approval for the Receiver's Interim Statement of Receipts and Disbursements and its fees and disbursements as well as those of its counsel from July 8 to September 6, 2025. That request was adjourned and is being re-submitted herein. Attached hereto are the Receiver's Interim Statement of R&D dated September 6, 2025 at **Appendix "D"**, the Receiver's Fee Affidavit dated September 6, 2025 at **Appendix "E"**, and the Receiver's Counsel's Fee Affidavit dated September 8, 2025 at **Appendix "F"**.

b. For the Period of September 7, 2025 – January 5, 2026

13. The Receiver seeks approval for its fees and disbursements for the period of September 7, 2025 to January 5, 2026. Attached hereto is the Receiver's Interim Statement of R&D dated January 5, 2026 at **Appendix "G"** and the Receiver's Fee Affidavit dated January 5, 2026 at **Appendix "H"**.

14. The Receiver's counsel, Green Advocacy, seeks approval for its fees and disbursements for the period of September 7, 2025 to January 5, 2026. The Fee Affidavit of Tali Green dated January 5, 2026 is attached as **Appendix "I"**.

V. RECOMMENDATION

16. The Receiver recommends that this Court issue an Order:
- a. Approving this Second Report, the First Report, and the activities described in the First Report and the Second Report;
 - b. Approving the Receiver's Interim Statement of R&D;
 - c. Approving the Receiver's fees and disbursements, and
 - d. Approving the Receiver's counsel's fees and disbursements.

All of which is respectfully submitted this 5th day of January, 2026.

RUSSO CORP.,

Solely in its capacity as Court-appointed Receiver and Manager of 77 Fox Street, Penetanguishene, and not in its personal capacity.

Per: *Joanne Russo*
Joanne Russo (Jan 6, 2026 13:53:38 EST)

Joanne Russo, President, LIT

A copy of the New Sale Process Order

Appendix A



ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CV-25-00741138-00CL

DATE: November 4, 2025

NO. ON LIST: 1

TITLE OF PROCEEDING: MARPER HOLDINGS LIMITED v. FOXPARK DEVELOPMENT CORP

BEFORE: JUSTICE KIMMEL

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
James S. Quigley	Counsel for the Applicant	jsquigley@szklaw.ca

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info
Carl Strand	Self-represented Respondent on behalf of Foxpark Development Corporation	carl@foxparkdevelopments.com

For Other:

Name of Person Appearing	Name of Party	Contact Info
Tali Green	Counsel for the Receiver	tgreen@greenadvocacy.ca
Nathan Stadig	Counsel for Eunice Moore	nstadig@barristonlaw.com

ENDORSEMENT OF JUSTICE KIMMEL:

- 1) On July 8, 2025, on application by Marper Holdings Limited, Russo Corp. was appointed by this Court as a receiver and manager (the "Receiver") over the real property municipally described as of 77 Fox Street, Penetanguishene, Ontario (the "Property"), registered in the name of the Respondent, Foxpark Development Corporation (the "Debtor").

- 2) In an October 3, 2025 endorsement, following a hearing held on September 29, 2025, the court dealt with various issues raised by both the Receiver's motion and the Debtor corporation's response, after granting leave to Mr. Strand (who is not a lawyer) to represent the Debtor corporation for purposes of the matters that were before the court on September 29, 2025.
- 3) One aspect of the relief sought by the Receiver was for the approval of a proposed sale process for the marketing and sale of the Debtor's Property (the "Sale Process"). In that regard, the court determined (as summarized at paragraph 29 (d) and (e) of the October 3, 2025 endorsement) that:
 - a. A Sale Process will be approved, after the Receiver retains a listing agent or broker and develops, with them, a revised Sale Process that the agent/broker and the Receiver both recommend.
 - b. The Sale Process will expressly allow for the possibility of redemption of the existing encumbrances with refinancing or equity investment backing.
- 4) The court set out specific language in the October 3, 2025 endorsement (at paragraph 45) that was to be included Sale Process Order with respect to redemption rights and the possibility of a transaction other than a sale (the "Alternative Transaction Language").
- 5) Since that last hearing and endorsement, the Receiver has undertaken various efforts in furtherance of the Sale Process in order to comply with the court's directions and to address the court's concerns about the Receiver's then proposed Sale Process that were outlined in the October 3, 2025 endorsement, including that it:
 - a. was not developed with the benefit of advice from any agent or consultant;
 - b. does not contemplate that the Property will be listed on MLS;
 - c. involves an insular marketing and solicitation process which appears to be directed to "known" potential purchasers; and
 - d. does not expressly allow for alternative transactions to a sale.
- 6) The Alternative Transaction Language was provided by the Receiver after the September 29, 2025 hearing and before the October 3, 2025 endorsement (and is referenced in that endorsement, and now has been carried over into the proposed Sale Process Approval Order). The Receiver's efforts with respect to the other concerns are detailed in its Second Supplement to its First Report, dated October 31, 2025. They have been reviewed and considered by the court and need not be repeated in this endorsement.

- 7) The Receiver was directed to come back to court on a case conference to demonstrate how it had addressed the Court's concerns with its previously proposed Sale Process, and it has now done so.
- 8) Having regard to the steps taken by the Receiver since the last attendance, I am satisfied that the Receiver has done what was expected of it and that it has now proposed, with the benefit of advice from a professional broker, a Sale Process that satisfies the requirements for court approval and that should be approved.
- 9) As outlined in paragraphs 35 and 36 of the Court's October 3, 2025 endorsement:

[35] ... The court has jurisdiction to approve the Sale Process pursuant to section 243(1)(c) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3.

[36] The reasonableness and adequacy of any sales process proposed by a court-appointed receiver must be assessed in light of the factors which a court will take into account when considering the approval of a proposed sale. Those factors were identified by the Court of Appeal in its decision in *Royal Bank of Canada v. Soundair Corp.*, 1991 CanLII 2727 (ON CA), at para 16, adopted in *CCM Master Qualified Fund v. blutip Power Technologies*, 2012 ONSC 1750 (CanLII), at para.6. Specifically, the court is to assess:

- a the fairness, transparency and integrity of the proposed process;
- b the commercial efficacy of the proposed process in light of the specific circumstances facing the receiver; and
- c whether the sales process will optimize the chances, in the particular circumstances, of securing the best possible price for the assets up for sale.

- 10) The further details and now new and improved Sale Process set out in the Second Supplement to its First Report satisfies these requirements. Furthermore, it is now robust enough and allows for the time and flexibility for a genuine pursuit of alternative transactions to a sale by the Debtor, if the Debtor remains so inclined. I find the Receiver's now proposed Sale Process to be reasonable and adequate, having regard to the *Soundair* factors.

- 11) The Applicant asked for a bid deadline to be included in the Sale Process so that it is not entirely open-ended. This was achieved through a small amendment made today to the Sale Process at Appendix A to the Sale Process Approval Order. The bid deadline will now be at the end of the six-week marketing stage provided for. The Applicant fully supports the granting of the now slightly amended Sale Process Approval Order.
- 12) Mr. Strand appeared today to indicate that he had attempted to seek leave to appeal the orders and directions contained in the court's prior endorsement of October 3, 2025 and suggested that the court not grant the Sale Process Approval Order in light of that. Counsel for the Applicant advised that there may be a procedural irregularity with the request for leave to appeal. In any event, counsel rightly points out that there is no automatic stay upon making a request for leave to appeal. But quite apart from that, if the Debtor wishes to appeal the Court's determinations made at and after the September 29, 2025 hearing in connection with the aspects of the Receiver's motion that were dealt with, the Sale Process Approval Order sought today is inextricably linked to the court's prior determinations. Any appeal proceedings relating to those prior determinations would be incomplete without the inclusion of the Sale Process Approval Order that was expressly contemplated and provided for.
- 13) The Sale Process Approval Order signed by me today may issue.

Date: Nov 04, 2025

A handwritten signature in cursive script, appearing to read "Kimmel J.", written in black ink on a white background.

Jessica Kimmel



Court File No. CV-25-00741138-00CL

ONTARIO SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE)
JUSTICE KIMMEL)
)
)
)

MONDAY, THE 4TH
DAY OF
NOVEMBER, 2025

**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**

MARPER HOLDINGS LIMITED

Applicant

-and-

FOXPARK DEVELOPMENT CORPORATION

Respondent

ORDER
(Sale Process Approval)

THIS MOTION made by the Russo Corp. in its capacity as the Court-appointed receiver and manager (the "**Receiver**") over the real property municipally described as of 77 Fox Street, Penetanguishene, Ontario (the "**Property**"), registered in the name of the Respondent was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the First Report (including the appendices thereto) of the Receiver dated September 8, 2025 and the Second Supplement to the First Report of the Receiver dated October 31, 2025, and on hearing the submissions of counsel for the Receiver and such other counsel or parties as were present, no one appearing for any other person on the Service List,

as appears from the Affidavit of Service, sworn and filed,

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and Motion Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof;
2. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein shall have the meaning ascribed to them in the Sale Process attached at **Schedule “A”** hereto (the “**Sale Process**”).

APPROVAL OF THE SALE PROCESS

3. **THIS COURT ORDERS** that the Sale Process and the procedures contemplated therein be and are hereby approved, subject to such non-material amendments as may be made by the Receiver.
4. **THIS COURT ORDERS** that the Receiver is authorized and directed to take such steps as it deems necessary or advisable to carry out and perform its obligations under the Sale Process, including entering into a listing agreement with the selected listing broker, subject to prior approval of this Court being obtained before the completion of any transaction(s) under the Sale Process.
5. **THIS COURT ORDERS** that the listing broker is authorized to immediately commence the Sale Process to solicit interest in the opportunity for a sale of all or part of the Property.
6. **THIS COURT ORDERS** that the Receiver and its respective affiliates, partners, employees, representatives and agents shall have no liability with respect to any and all losses, claims, damages or liabilities, of any nature or kind, to any person in connection

with or as a result of the Sale Process, except to the extent such losses, claims, damages or liabilities result from the gross negligence or willful misconduct of the Receiver, as determined by the Court.

7. **THIS COURT ORDERS** that in overseeing the Sale Process, the Receiver shall have all benefits and protections granted to it under any order of this Court in the within proceeding.

REGULATORY COMPLIANCE

8. **THIS COURT ORDERS** that the Receiver, and its counsel, be and is hereby authorized but not obligated, to serve or distribute this Order, any other materials, orders, communication, correspondence or other information as may be necessary or desirable in connection with the Sale Process to any Person or interested party that the Receiver consider appropriate. For greater certainty, any such distribution, communication or correspondence shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the Electronic Commerce Protection Regulations, Reg. 81000-2-175 (SOR/DORS).
9. **THIS COURT ORDERS** that, notwithstanding anything contained in this Order or specific to the Sale Process, as herein defined, the Respondent may at any time repay and redeem in full all encumbrances registered against title to the Property, including all interest and enforcement costs to date. This right of redemption herein shall expire on the date this Court makes an order approving the Successful Offer. Each Offer received by the Receiver shall be conditional upon Court-approval. Actual payment of the encumbrances including all interest and enforcement costs to date must occur prior to the date of any Court Order approving a Successful Offer.
10. **THIS COURT ORDERS** that an Offer may constitute an offer to purchase one or more

of the mortgages registered on title to the Property (a refinancing offer); however, the purchase of the Applicant's first mortgage shall at a minimum be required and, if the other mortgages are to remain on title, then such an Offer shall include the remaining encumbrancer's written consent. In addition, any Offer must be sufficient to pay out any valid perfected construction lien claims. Such an Offer, if selected by the Receiver, shall be submitted to the Court for approval. The same criteria set out in the Sale Process to be used by the Receiver to consider whether to accept an Offer shall apply to a refinancing Offer such as is described herein, and there is no obligation on the part of Receiver to automatically accept such an Offer or to prioritize this or any other Offer received.

GENERAL

11. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.
12. **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.
13. **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. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Trustee and its agents as may be necessary or desirable to give effect to this Order or to assist the Trustee and its agents in carrying out the terms of this Order.

14. **THIS COURT ORDERS** that this Order is effective as of 12:01 a.m. Toronto Time on the date of this Order and is enforceable without the need for entry and filing.

Jessica
Kimmel

Digitally signed by
Jessica Kimmel
Date: 2025.11.04
16:11:45 -05'00'

Schedule "A"

Sale Process

77 FOX STREET, PENETANGUISHENE, ONTARIO

INTRODUCTION

1. Upon Application by Marper Holdings Ltd (the “**Applicant**”) 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**”), the Court ordered that Russo Corp. (the “**Receiver**”) be appointed receiver and manager over the real property municipally described as municipally 77 Fox Street, Penetanguishene, Ontario (the “**Property**”), registered in the name of the Respondent (the “**Debtor**”), including all proceeds hereof and legally described without security.
2. On November 4, 2025, pursuant to an order (the “**Sale Process Order**”) of the Court, the Receiver was authorized to conduct a sale process (the “**Sale Process**”) in respect of the Property.

Opportunity

3. The Sale Process is intended to solicit offers for the Property and to ultimately consummate a sale transaction (the “**Sale Process**”).
4. The Receiver has retained Marcus & Millichamp Real Estate Investment Services as the Listing Broker for the Property.
5. The Sale Process shall progress in the following four stages:

a. Underwriting Stage – 3 weeks

- i. Proposed Listing Agreement, to include MLS exposure of the Property with a listing period of 4 months, and an option for the Receiver only to renew if necessary;
- ii. Detailed asset inspections;
- iii. Engage reports to be prepared (structural, environmental, mechanical, if applicable);
- iv. Prepare marketing brochure for Receiver's approval;
- v. Pre-marketing of summary information to target prospects;
- vi. Prepare Offering Memorandum (“OM”), Confidentiality Agreement (“CA”) and virtual data room for approval by seller; and
- vii. Meet with qualified target prospects.

b. Marketing Stage – 6 weeks

- i. Preparation and display of advertisements;
- ii. Distribution of summary marketing materials;
- iii. Complete OM, after Confidentiality Agreement is executed by qualified prospects;
- iv. Administration of virtual data room utilized by responding prospects for pre-diligence analysis;
- v. Meetings and personal contact with qualified target prospects; and
- vi. Prospects shall be advised of an offer deadline that will take place at the end of the 6-week Marketing stage.

c. Negotiation Stage – 4 weeks

- i. Receive offers from prospective buyers;
- ii. Analyze offers and rank buyers;

- iii. Prepare detailed Offer Binder;
- iv. Determine shortlist and negotiate in order to maximize valuation;
- v. Negotiate final proposal and select successful buyer; and
- vi. Draft definitive Agreement of Purchase and Sale.

d. Due Diligence/Closing Stage – Duration TBD

- i. Complete buyer's due diligence period;
- ii. Waive all conditions; and
- iii. Enter APS.

6. Additional aspects of the Sale Process include:

- a. The Property shall be marketed on an "as is, where is" basis;
- b. The Receiver will have the right to reject any and all offers, including the highest and best offer; and
- c. any transaction will be subject to Court approval.

MARPER HOLDINGS LIMITED

-and-

FOXPARK DEVELOPMENT CORPORATION

Applicant

Respondent

Court File No.: CV-25-00741138-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at
TORONTO

ORDER
(Sale Process)

GREEN ADVOCACY
1050 Finch Ave West, Suite 201
Toronto, ON M3J 2E2

Tali Green (LSUC # 74573M)
Email: tgreen@greenadvocacy.ca
Tel: 647-273-7467

Lawyer for the Receiver, Russo Corp.

A copy of the MLS Listing hereto as

Appendix B



Form 520 for use in the Province of Ontario

Listing Agreement - Commercial Seller Representation Agreement Authority to Offer for Sale



This is a Multiple Listing Service® Agreement OR This Listing is Exclusive (Seller's Initials)

BETWEEN: BROKERAGE: MARCUS & MILLICHAP REAL ESTATE INVESTMENT SERVICES CANADA INC.

(the "Listing Brokerage") Tel. No.

SELLER: Russo Corp as Court Appointed Receiver of Foxpark Development Corporation (the "Seller")

In consideration of the Listing Brokerage listing the real property for sale known as 77 Fox St Penetanguishene ON L9M 1C5 (the "Property")

the Seller hereby gives the Listing Brokerage the exclusive and irrevocable right to act as the Seller's agent,

commencing at 12:01 a.m. on the 14 day of November, 20 25

until 11:59 p.m. on the 13th day of March, 20 26 (the "Listing Period"),

Seller acknowledges that the length of the Listing Period is negotiable between the Seller and the Listing Brokerage and, if an MLS® listing, may be subject to minimum requirements of the real estate board, however, in accordance with the Real Estate and Business Brokers Act, 2002, (REBBA), if the Listing Period exceeds six months, the Listing Brokerage must obtain the Seller's initials. (Seller's Initials)

to offer the Property for sale at a price of:

Two Million Four Hundred Fifty Thousand Dollars (\$CDN) 2,450,000.00

and upon the terms particularly set out herein, or at such other price and/or terms acceptable to the Seller. It is understood that the price and/or terms set out herein are at the Seller's personal request, after full discussion with the Listing Brokerage's representative regarding potential market value of the Property.

The Seller hereby represents and warrants that the Seller is not a party to any other listing agreement for the Property or agreement to pay commission to any other real estate brokerage for the sale of the property. (Seller's Initials)

1. DEFINITIONS AND INTERPRETATIONS: For the purposes of this Agreement ("Authority" or "Agreement"): "Seller" includes vendor and a "buyer" includes a purchaser or a prospective purchaser. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised, or the causing of a First Right of Refusal to be exercised, or an agreement to sell or transfer shares or assets. "Real property" includes real estate as defined in the Real Estate and Business Brokers Act (2002). The "Property" shall be deemed to include any part thereof or interest therein. A "real estate board" includes a real estate association. Commission shall be deemed to include other remuneration. This Agreement shall be read with all changes of gender or number required by the context. For purposes of this Agreement, anyone introduced to or shown the Property shall be deemed to include any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations. Related corporations or affiliated corporations shall include any corporation where one half or a majority of the shareholders, directors or officers of the related or affiliated corporation are the same person(s) as the shareholders, directors, or officers of the corporation introduced to or shown the Property.

2. COMMISSION: In consideration of the Listing Brokerage listing the Property for sale, the Seller agrees to pay the Listing Brokerage a commission of 5% % of the sale price of the Property or

for any valid offer to purchase the Property from any source whatsoever obtained during the Listing Period, as may be acceptable to the Seller.

INITIALS OF LISTING BROKERAGE: (BP)

INITIALS OF SELLER(S): (Seller's Initials)

The Seller authorizes the Listing Brokerage to co-operate with any other registered real estate brokerage (co-operating brokerage), and to offer to pay the co-operating brokerage a commission of 2.5 % of the sale price of the Property or out of the commission the Seller pays the Listing Brokerage. The Seller further agrees to pay such commission as calculated above if an agreement to purchase is agreed to or accepted by the Seller or anyone on

the Seller's behalf within 90 days after the expiration of the Listing Period (**Holdover Period**), so long as such agreement is with anyone who was introduced to the Property from any source whatsoever during the Listing Period or shown the Property during the Listing Period. If, however, the offer for the purchase of the Property is pursuant to a new agreement in writing to pay commission to another registered real estate brokerage, the Seller's liability for commission shall be reduced by the amount paid by the Seller under the new agreement.

The Seller further agrees to pay such commission as calculated above even if the transaction contemplated by an agreement to purchase agreed to or accepted by the Seller or anyone on the Seller's behalf is not completed, if such non-completion is owing or attributable to the Seller's default or neglect, said commission to be payable on the date set for completion of the purchase of the Property.

Any deposit in respect of any agreement where the transaction has been completed shall first be applied to reduce the commission payable. Should such amounts paid to the Listing Brokerage from the deposit or by the Seller's solicitor not be sufficient, the Seller shall be liable to pay to the Listing Brokerage on demand, any deficiency in commission and taxes owing on such commission.

In the event the buyer fails to complete the purchase and the deposit or any part thereof becomes forfeited, awarded, directed or released to the Seller, the Seller then authorizes the Listing Brokerage to retain as commission for services rendered, fifty (50%) per cent of the amount of the said deposit forfeited, awarded, directed or released to the Seller (but not to exceed the commission payable had a sale been consummated) and to pay the balance of the deposit to the Seller.

All amounts set out as commission are to be paid plus applicable taxes on such commission.

3. REPRESENTATION: The Seller acknowledges that the Listing Brokerage has provided the Seller with written information explaining agency relationships, including information on Seller Representation, Sub-agency, Buyer Representation, Multiple Representation and Customer Service. The Seller understands that unless the Seller is otherwise informed, the co-operating brokerage is representing the interests of the buyer in the transaction. The Seller further acknowledges that the Listing Brokerage may be listing other properties that may be similar to the Seller's Property and the Seller hereby consents to the Listing Brokerage acting as an agent for more than one seller without any claim by the Seller of conflict of interest. Unless otherwise agreed in writing between Seller and Listing Brokerage, any commission payable to any other brokerage shall be paid out of the commission the Seller pays the Listing Brokerage.

The Seller hereby appoints the Listing Brokerage as the Seller's agent for the purpose of giving and receiving notices pursuant to any offer or agreement to purchase the Property.

MULTIPLE REPRESENTATION: The Seller hereby acknowledges that the Listing Brokerage may be entering into buyer representation agreements with buyers who may be interested in purchasing the Seller's Property. In the event that the Listing Brokerage has entered into or enters into a buyer representation agreement with a prospective buyer for the Seller's Property, the Listing Brokerage will obtain the Seller's written consent to represent both the Seller and the buyer for the transaction at the earliest practical opportunity and in all cases prior to any offer to purchase being submitted or presented.

The Seller understand and acknowledges that the Listing Brokerage must be impartial when representing both the Seller and the buyer and equally protect the interests of the Seller and buyer. The Seller understands and acknowledges that when representing both the Seller and the buyer, the Listing Brokerage shall have a duty of full disclosure to both the Seller and the buyer, including a requirement to disclose all factual information about the Property known to the Listing Brokerage.

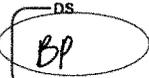
However, the Seller further understands and acknowledges that the Listing Brokerage shall not disclose:

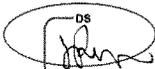
- that the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- that the buyer may or will pay more than the offered price, unless otherwise instructed in writing by the buyer;
- the motivation of or personal information about the Seller or buyer, unless otherwise instructed in writing by the party to which the information applies or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- the price the buyer should offer or the price the Seller should accept; and
- the Listing Brokerage shall not disclose to the buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the Property will be disclosed to both Seller and buyer to assist them to come to their own conclusions.

Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be entitled or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.

MULTIPLE REPRESENTATION AND CUSTOMER SERVICE: The Seller understands and agrees that the Listing Brokerage also provides representation and customer service to other sellers and buyers. If the Listing Brokerage represents or provides customer service to more than one seller or buyer for the same trade, the Listing Brokerage shall, in writing, at the earliest practicable opportunity and before any offer is made, inform all sellers and buyers of the nature of the Listing Brokerage's relationship to each seller and buyer.

INITIALS OF LISTING BROKERAGE: 

INITIALS OF SELLER(S): 

- 4. **REFERRAL OF ENQUIRIES:** The Seller agrees that during the Listing Period, the Seller shall advise the Listing Brokerage immediately of all enquiries from any source whatsoever, and all offers to purchase submitted to the Seller shall be immediately submitted to the Listing Brokerage by the Seller before the Seller accepts or rejects the same. If any enquiry during the Listing Period results in the Seller's accepting a valid offer to purchase during the Listing Period or within the Holdover Period after the expiration of the Listing Period described above, the Seller agrees to pay the Listing Brokerage the amount of commission set out above, payable within five (5) days following the Listing Brokerage's written demand therefor.
- 5. **MARKETING:** The Seller agrees to allow the Listing Brokerage to show and permit prospective buyers to fully inspect the Property during reasonable hours and the Seller gives the Listing Brokerage the sole and exclusive right to place "For Sale" and "Sold" sign(s) upon the Property. The Seller consents to the Listing Brokerage including information in advertising that may identify the Property. The Seller further agrees that the Listing Brokerage shall have sole and exclusive authority to make all advertising decisions relating to the marketing of the Property during the Listing Period. The Seller agrees that the Listing Brokerage will not be held liable in any manner whatsoever for any acts or omissions with respect to advertising by the Listing Brokerage or any other party, other than by the Listing Brokerage's gross negligence or wilful act.
- 6. **WARRANTY:** The Seller represents and warrants that the Seller has the exclusive authority and power to execute this Authority to offer the Property for sale and that the Seller has informed the Listing Brokerage of any third party interests or claims on the Property such as rights of first refusal, options, easements, mortgages, encumbrances or otherwise concerning the Property, which may affect the sale of the Property.
- 7. **INDEMNIFICATION AND INSURANCE:** The Seller will not hold the Listing Brokerage and representatives of the Brokerage responsible for any loss or damage to the Property or contents occurring during the term of this Agreement caused by the Listing Brokerage or anyone else by any means, including theft, fire or vandalism, other than by the Listing Brokerage's gross negligence or wilful act. The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury, including but not limited to loss of the commission payable under this Agreement, caused or contributed to by the breach of any warranty or representation made by the Seller in this Agreement and, if attached, the accompanying data form.
The Seller warrants the Property is insured, including personal liability insurance against any claims or lawsuits resulting from bodily injury or property damage to others caused in any way on or at the Property and the Seller indemnifies the Brokerage and all of its employees, representatives, salespersons and brokers (Listing Brokerage) and any co-operating brokerage and all of its employees, representatives, salespersons and brokers (co-operating brokerage) for and against any claims against the Listing Brokerage or co-operating brokerage made by anyone who attends or visits the Property.
- 8. **ENVIRONMENTAL INDEMNIFICATION:** The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury as a result of the Property being affected by any contaminants or environmental problems.
- 9. **FAMILY LAW ACT:** The Seller hereby warrants that spousal consent is not necessary under the provisions of the Family Law Act, R.S.O. 1990, unless the spouse of the Seller has executed the consent hereinafter provided.
- 10. **FINDERS FEES:** The Seller acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Seller consents to any such benefit being received and retained by the Brokerage in addition to the commission as described above.
- 11. **VERIFICATION OF INFORMATION:** The Seller authorizes the Listing Brokerage to obtain any information from any regulatory authorities, governments, mortgagees or others affecting the Property and the Seller agrees to execute and deliver such further authorizations in this regard as may be reasonably required. The Seller hereby appoints the Listing Brokerage or the Listing Brokerage's authorized representative as the Seller's attorney to execute such documentation as may be necessary to effect obtaining any information as aforesaid. The Seller hereby authorizes, instructs and directs the above noted regulatory authorities, governments, mortgagees or others to release any and all information to the Listing Brokerage.
- 12. **USE AND DISTRIBUTION OF INFORMATION:** The Seller consents to the collection, use and disclosure of personal information by the Brokerage for the purpose of listing and marketing the Property including, but not limited to: listing and advertising the Property using any medium including the Internet; disclosing Property information to prospective buyers, brokerages, salespersons and others who may assist in the sale of the Property; such other use of the Seller's personal information as is consistent with listing and marketing of the Property. The Seller consents, if this is an MLS® Listing, to placement of the listing information and sales information by the Brokerage into the database(s) of the MLS® System of the appropriate Board, and to the posting of any documents and other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) provided by or on behalf of the Seller into the database(s) of the MLS® System of the appropriate Board. The Seller hereby indemnifies and saves harmless the Brokerage and/or any of its employees, servants, brokers or sales representatives from any and all claims, liabilities, suits, actions, losses, costs and legal fees caused by, or arising out of, or resulting from the posting of any documents or other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) as aforesaid. The Seller acknowledges that the database, within the board's MLS® System is the property of the real estate board(s) and can be licensed, resold, or otherwise dealt with by the board(s). The Seller further acknowledges that the real estate board(s) may: during the term of the listing and thereafter, distribute the information in the database, within the board's MLS® System to any persons authorized to use such service which may include other brokerages, government departments, appraisers, municipal organizations and others; market the Property, at its option, in any medium, including electronic media; during the term of the listing and thereafter, compile, retain and publish any statistics including historical data within the board's MLS® System and retain, reproduce and display photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions which may be used by board members to conduct comparative analyses; and make such other use of the information as the Brokerage and/or real estate board(s) deem appropriate, in connection with the listing, marketing and

INITIALS OF LISTING BROKERAGE:

DS
BP

INITIALS OF SELLER(S):

DS
[Signature]

selling of real estate during the term of the listing and thereafter. The Seller acknowledges that the information, personal or otherwise ("information"), provided to the real estate board or association may be stored on databases located outside of Canada, in which case the information would be subject to the laws of the jurisdiction in which the information is located.

In the event that this Agreement expires or is cancelled or otherwise terminated and the Property is not sold, the Seller, by initialling:

(Does)

(Does Not)

consent to allow other real estate board members to contact the Seller after expiration or other termination of this Agreement to discuss listing or otherwise marketing the Property.

- 13. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.
14. CONFLICT OR DISCREPANCY: If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy.
15. ELECTRONIC COMMUNICATION: This Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original.
16. ELECTRONIC SIGNATURES: If this Agreement has been signed with an electronic signature the parties hereto consent and agree to the use of such electronic signature with respect to this Agreement pursuant to the Electronic Commerce Act, 2000, S.O. 2000, c17 as amended from time to time.
17. SCHEDULE(S) and data form attached hereto form(s) part of this Agreement.

THE LISTING BROKERAGE AGREES TO MARKET THE PROPERTY ON BEHALF OF THE SELLER AND REPRESENT THE SELLER IN AN ENDEAVOUR TO OBTAIN A VALID OFFER TO PURCHASE THE PROPERTY ON THE TERMS SET OUT IN THIS AGREEMENT OR ON SUCH OTHER TERMS SATISFACTORY TO THE SELLER.

Bill Pitt 11/18/2025 | 07:03:55 PST Bill Pitt
(Authorized to Bind the Listing Brokerage) (Date) (Name of Person Signing)

THIS AGREEMENT HAS BEEN READ AND FULLY UNDERSTOOD BY ME, I ACCEPT THE TERMS OF THIS AGREEMENT AND I ACKNOWLEDGE ON THIS DATE I HAVE SIGNED UNDER SEAL. Any representations contained herein or as shown on the accompanying data form respecting the Property are true to the best of my knowledge, information and belief.

SIGNED, SEALED AND DELIVERED I have hereunto set my hand and seal: Joanne Russo

DocuSigned by: 11/13/2025 | 17:18:31 EST
(Signature of Seller/Authorized Signing Officer) (Seal) (Date) (Tel. No.)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the listing of the Property herein pursuant to the provisions of the Family Law Act, R.S.O. 1990 and hereby agrees to execute all necessary or incidental documents to further any transaction provided for herein.

(Spouse) (Seal) (Date) (Tel. No.)

DECLARATION OF INSURANCE

The Salesperson/Broker/Broker of Record Bill Pitt Raffaele Guglielmelli David S. Gasch
(Name of Salesperson/Broker/Broker of Record)

hereby declares that he/she is insured as required by REBBA.
DocuSigned by: Bill Pitt Raffaele Guglielmelli David S. Gasch
ED924324BAA242E... (Signature of Salesperson/Broker/Broker of Record) 3D83C983C89E4AC...

ACKNOWLEDGEMENT

The Seller(s) hereby acknowledge that the Seller(s) fully understand the terms of this Agreement and have received a copy of this Agreement on the 11/26/2025 | 23:12:23 EST, 20

DocuSigned by: 11/26/2025 | 23:12:23 EST
(Signature of Seller) (Date)
6721D41A2534410... (Signature of Seller) (Date)

SALE

COMMERCIAL

MLS® DATA INFORMATION FORM

Form 590

DS000007



Listing Data Electronic Permission Fields

GREEN PROPERTY INFORMATION STATEMENT <input type="checkbox"/> Yes <input type="checkbox"/> No	DISTRIBUTE TO DDF™/IDX <input type="checkbox"/> Yes <input type="checkbox"/> No	DISTRIBUTE TO INTERNET <input type="checkbox"/> Yes <input type="checkbox"/> No	DISPLAY ADDRESS ON INTERNET <input type="checkbox"/> Yes <input type="checkbox"/> No
OPEN HOUSE NOTES _____	APPOINTMENTS _____	PERMISSION TO CONTACT LB TO ADVERTISE <input type="checkbox"/> Yes <input type="checkbox"/> No	

The following chart is designed to explain how these two fields work in combination if a Brokerage subscribed to these Internet sites:

VOW - Virtual Office Website

REALTOR.ca - REALTOR® Website

IDX - Internet Data Exchange

DDF™ - Data Distribution Facility

DLA - Data License Agreement

Combination Check		Your Listing
Distribute to Internet	Yes	Goes to: VOW, IDX, DLA, REALTOR.ca, DDF™
Distribute to DDF™/IDX	Yes	
Distribute to Internet	Yes	Goes to: VOW, DLA, REALTOR.ca
Distribute to DDF™/IDX	No	Will not go to: IDX, DDF™
Distribute to Internet	No	Will not go to: VOW, IDX, DLA, REALTOR.ca, DDF™
Distribute to DDF™/IDX	Yes or No	

PERMISSION TO CONTACT LB TO ADVERTISE Yes No

Important to note: With the exception of the circumstances in the chart above, if a Brokerage wishes to advertise another Brokerage's listing, it must have a separate written permission from the Listing Brokerage's Broker of Record. If Permission to Contact LB to Advertise field says YES, you may contact the Listing Brokerage's Broker of Record to obtain permission to advertise their listing. If Permission to Contact LB to Advertise field says NO, that means that they will not be allowing other Brokerages to advertise their listing at all. If a written permission is not granted, the Brokerage advertising may be in violation of MLS® Rule R-430.



COMMERCIAL - SALE MLS® DATA INFORMATION FORM



MLS® LISTING # _____

FOR BOARD USE ONLY FOR A NEW LISTING OR TO BE COMPLETED FOR A RE-RUN.

Mandatory Field All Property Types Optional Field All Property Types

PROPERTY INFORMATION

ASSESSMENT ROLL NUMBER (ARN)

4 3 7 2 0 1 0 0 0 7 0 2 1 5 0

PIN # AREA

5 8 4 3 7 0 0 4 4 Penetanguishene

MUNICIPALITY

Penetanguishene

COMMUNITY *

Penetanguishene

* MANDATORY IF AVAILABLE

STREET NUMBER	STREET NAME	ABBREVIATION	DIR	APT/UNIT #	POSTAL CODE
77	Fox Street	St.			L9M 1C5

LEGAL DESCRIPTION (LOT, PLAN, CONCESSION)

See attached

PROPERTY MANAGEMENT COMPANY

LOT FRONT ▲▲	LOT DEPTH ▲▲	LOT/BLDG/UNIT CODE ▲	LOT SIZE CODE ▲	LOT IRREGULARITIES
346.00	330.00	X Lot <input type="checkbox"/> Bldg <input type="checkbox"/> Unit	<input checked="" type="checkbox"/> Feet <input type="checkbox"/> Acres <input type="checkbox"/> Metres	

* NOT MANDATORY FOR COMMERCIAL CONDO

DIRECTION/MAIN CROSS STREETS	MAP #	MAP COL (NUMERIC)	MAP ROW (ALPHA)

▲ IF NOT APPLICABLE ENTER "0"

PRICE/DATES

◆ One of Possession Date or Possession Remarks is Mandatory

LIST PRICE	LIST PRICE CODE NOTE: REFER TO PRICE CODES	MIN. RENTAL TERM (MONTHS)	MAX. RENTAL TERM (MONTHS)
245000.00	FOR SALE		

SELLER NAME

Russo Corp as Court Appointed Receiver of Foxpark Development Corporation

CONTRACT COMMENCEMENT	EXPIRY DATE	POSSESSION DATE ◆	POSSESSION REMARKS ◆
11/28/2025 M M D D Y Y Y Y	03/13/2026 M M D D Y Y Y Y	11/28/2025 M M D D Y Y Y Y	Vacant

TAXES	TYPE TAXES (check 1)	TAX YEAR	ASSESSMENT	ASSESSMENT YEAR	CONDO MAINTENANCE FEES (MONTHLY) *
6398.00	<input checked="" type="checkbox"/> Annual <input type="checkbox"/> T. & O. <input type="checkbox"/> N/A <input type="checkbox"/> T.M.I.	2024			0.00

* MANDATORY FOR COMMERCIAL & INDUSTRIAL CONDOS ONLY

FORM 590



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SELLERS INITIALS

DS
[Signature]

DETAILS

ZONING

R 3

TYPE - PRIMARY (check 1)	CATEGORY (check 1)	USE (check 1)			
<input type="checkbox"/> Commercial Retail Property (Do not use for Sale of Business)	<input type="checkbox"/> Highway Commercial <input type="checkbox"/> Multi-Use <input type="checkbox"/> Retail <input type="checkbox"/> Service <input type="checkbox"/> Commercial Condo <input type="checkbox"/> Institutional*	<input type="checkbox"/> Automotive Related <input type="checkbox"/> Health & Beauty Related <input type="checkbox"/> Bank*	<input type="checkbox"/> Hospitality/Food Related <input type="checkbox"/> Other <input type="checkbox"/> Church*	<input type="checkbox"/> Retail Store Related <input type="checkbox"/> Service Related <input type="checkbox"/> School*	<input type="checkbox"/> Other* *uses for Institutional category only
<input type="checkbox"/> Sale of Business	<input type="checkbox"/> With Property <input type="checkbox"/> Without Property	<input type="checkbox"/> Apparel <input type="checkbox"/> Art Gallery <input type="checkbox"/> Art Supplies <input type="checkbox"/> Automotive Related <input type="checkbox"/> Bakery <input type="checkbox"/> Banquet Hall <input type="checkbox"/> Bar/Tavern/Pub <input type="checkbox"/> Beauty Salon <input type="checkbox"/> Bed & Breakfast <input type="checkbox"/> Butcher/Meat <input type="checkbox"/> Cabins/Cottages <input type="checkbox"/> Café <input type="checkbox"/> Car Wash <input type="checkbox"/> Caterer/Cafeteria <input type="checkbox"/> Coffee/Donut Shop	<input type="checkbox"/> Coin Laundromat <input type="checkbox"/> Convenience/Variety <input type="checkbox"/> Copy/Printing <input type="checkbox"/> Crafts/Hobby <input type="checkbox"/> Dairy Products <input type="checkbox"/> Day Care <input type="checkbox"/> Delicatessen <input type="checkbox"/> Delivery/Courier <input type="checkbox"/> Distributing <input type="checkbox"/> Drugstore/Pharmacy <input type="checkbox"/> Dry Cleaning/Laundry <input type="checkbox"/> Electronics <input type="checkbox"/> Entertainment <input type="checkbox"/> Fast Food/Takeout <input type="checkbox"/> Fitness/Training	<input type="checkbox"/> Florist <input type="checkbox"/> Food Court Outlet <input type="checkbox"/> Footwear <input type="checkbox"/> Fruit/Vegetable/Market <input type="checkbox"/> Funeral Home <input type="checkbox"/> Furniture <input type="checkbox"/> Garden/Landscaping <input type="checkbox"/> Gas Station <input type="checkbox"/> Golf Course <input type="checkbox"/> Golf Driving Range <input type="checkbox"/> Gravel Pit/Quarry <input type="checkbox"/> Grocery/Supermarket <input type="checkbox"/> Hair Salon <input type="checkbox"/> Hardware/Tools <input type="checkbox"/> Home Improvement	<input type="checkbox"/> Hotel/Motel/Inn <input type="checkbox"/> Jewellery <input type="checkbox"/> Manufacturing <input type="checkbox"/> Marina <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Other <input type="checkbox"/> Pizzeria <input type="checkbox"/> Real Estate Office <input type="checkbox"/> Restaurant <input type="checkbox"/> Self Storage <input type="checkbox"/> Service Related <input type="checkbox"/> Spa/Tanning <input type="checkbox"/> Sporting Goods <input type="checkbox"/> Sports/Entertainment <input type="checkbox"/> Travel Agency <input type="checkbox"/> Wood Working
<input type="checkbox"/> Store With Apartment/Office	<input type="checkbox"/> Store With Apartment/Office				
<input type="checkbox"/> Investment	<input type="checkbox"/> Accommodation ¹ <input type="checkbox"/> Apartment ² <input type="checkbox"/> Retail <input type="checkbox"/> Industrial <input type="checkbox"/> Recreational ³ <input type="checkbox"/> Office	<input type="checkbox"/> Bed & Breakfast ¹ <input type="checkbox"/> Apts-2 To 5 Units ²	<input type="checkbox"/> Cabins/Cottages ¹ <input type="checkbox"/> Apts-6 To 12 Units ²	<input type="checkbox"/> Hotel/Motel/Inn ¹ <input type="checkbox"/> Apts-13 To 20 Units ²	<input type="checkbox"/> Other ¹ <input type="checkbox"/> Apts-Over 20 Units ² <input type="checkbox"/> Seniors Residence ² <input type="checkbox"/> Other ²
		<input type="checkbox"/> Golf ³	<input type="checkbox"/> Marina ³	<input type="checkbox"/> Campground ³	<input type="checkbox"/> Sports/Entertainment ³ <input type="checkbox"/> Other ³
		1 - uses for Accommodation only 2 - uses for Apartment only 3 - uses for Recreational only All others have no uses.			
<input type="checkbox"/> Office	<input type="checkbox"/> Office	<input type="checkbox"/> Medical/Dental	<input type="checkbox"/> Professional Office	<input type="checkbox"/> Other	
<input type="checkbox"/> Industrial	<input type="checkbox"/> Free Standing <input type="checkbox"/> Multi-Unit <input type="checkbox"/> Industrial Condo	<input type="checkbox"/> Cooler/Freezer/ Food Inspected	<input type="checkbox"/> Factory/Manufacturing <input type="checkbox"/> Laboratory	<input type="checkbox"/> Other <input type="checkbox"/> Transportation	<input type="checkbox"/> Warehouse
<input type="checkbox"/> Farm	<input type="checkbox"/> Agricultural	<input type="checkbox"/> Cash Crop <input type="checkbox"/> Dairy Products	<input type="checkbox"/> Hobby <input type="checkbox"/> Horse	<input type="checkbox"/> Livestock	<input type="checkbox"/> Other
<input checked="" type="checkbox"/> Land	<input type="checkbox"/> Raw (Outside Official Plan) <input checked="" type="checkbox"/> Designated	<input type="checkbox"/> Bush <input type="checkbox"/> Golf <input type="checkbox"/> Gravel Pit/Quarry <input type="checkbox"/> Industrial	<input type="checkbox"/> Hospitality <input type="checkbox"/> Office <input type="checkbox"/> Other	<input type="checkbox"/> Parking Lot <input type="checkbox"/> Recreational <input checked="" type="checkbox"/> Residential	<input type="checkbox"/> Restricted <input type="checkbox"/> Retail <input type="checkbox"/> Waterfront

3 FREESTANDING
 Yes No

4 TOTAL AREA
 2 | . | 9 | 2 | | | | | | | |

4 TOTAL AREA CODE (check 1)

Acres
 Hectares
 Square Feet
 Sq. Ft. Divisible
 Square Metres
 Sq. M. Divisible

% BUILDING
 | | | |

5 OFFICE/APT AREA
 | | | | | | | |

5 OFFICE/APT AREA CODE
 (check 1)

Percentage
 Square Feet
 Sq. Ft. Divisible
 Square Metres
 Sq. M. Divisible

6 INDUSTRIAL AREA
 | | | | | | | |

6 INDUSTRIAL AREA CODE
 (check 1)

Percentage
 Square Feet
 Sq. Ft. Divisible
 Square Metres
 Sq. M. Divisible

7 RETAIL AREA
 | | | | | | | |

7 RETAIL AREA CODE
 (check 1)

Percentage
 Square Feet
 Sq. Ft. Divisible
 Square Metres
 Sq. M. Divisible

APPROXIMATE AGE

- New
- 0 - 5 Years
- 6 - 15 Years
- 16 - 30 Years
- 31 - 50 Years
- 51 - 99 Years
- 100 + Years

AREA INFLUENCES

(check 2)

- Greenbelt/Conservation
- Major Highway
- Public Transit
- Recreation/Community Center
- Skiing
- Subways

PHYSICALLY HANDICAPPED-EQUIPPED

- Yes No

BASEMENT

- Yes No

UFFI (check 1)

- No
- Partially Removed
- Removed
- Yes

CLEAR HEIGHT

FEET INCHES

BAY SIZE

WIDTH FT IN
 LENGTH FT IN

10 SPRINKLERS (check 1)

- No
- Partial
- Yes

11 UTILITIES

- Available
- Yes
- No

VOLTS

AMPS

12 WATER (check 1)

- Municipal
- None
- Other
- Well

WATER SUPPLY TYPES

(check 1)

- Bored Well
- Cistern
- Community Well
- Drilled Well
- Dug Well
- Lake/River
- Shared Well

13 AIR CONDITIONING

(check 1)

- No
- Partial
- Yes

14 HEAT TYPE (check 1)

- Baseboard
- Elec Forced Air
- Elec Hot Water
- Fan Coil
- Gas Forced Air Closed
- Gas Forced Air Open
- Gas Hot Water
- None
- Oil Forced Air
- Oil Hot Water
- Oil Steam
- Other
- Propane Gas
- Radiant
- Solar
- Steam Radiators
- Water Radiators
- Woodburning

WASHROOMS

SHIPPING DOOR TYPES

15 TRUCK LEVEL SHIP DOORS #

DOOR HEIGHT FT IN

DOOR WIDTH FT IN

15 DOUBLE MAN SHIP DOORS #

DOOR HEIGHT FT IN

DOOR WIDTH FT IN

15 DRIVE-IN LEVEL SHIP DOORS #

DOOR HEIGHT FT IN

DOOR WIDTH FT IN

15 GRADE LEVEL SHIP DOORS #

DOOR HEIGHT FT IN

DOOR WIDTH FT IN

16 ELEVATOR (check 1)

- Freight/Public
- Freight
- None
- Public

17 GARAGE TYPE (check 1)

- Boulevard
- Covered
- Double Detached
- In/Out
- Lane
- None
- Other
- Outside/Surface
- Pay
- Plaza
- Public
- Reserved/Assigned
- Single Detached
- Street
- Underground
- Valet
- Visitor

PARKING SPACES TOTAL

NUMBER OF TRAILER PARKING SPOTS

OUTSIDE STORAGE

- No Yes

18 RAIL

- Available No Yes

CRANE

- No Yes

SURVEY

- No Yes

SOIL TEST (check 1)

- Construction Audit
- Construction & Environmental
- Environment Audit
- No
- Yes

19 SEWERS (check 1)

- None
- Sanitary Available
- Sanitary + Storm
- Sanitary + Storm Available
- Sanitary
- Septic Available
- Septics
- Storm
- Storm Available

COMMENTS

REMARKS FOR CLIENTS (use up to 463 characters)

1. Appear in the Brokerage Full, Client Full and Flyer Reports in TorontoMLS and are published on the Internet.
2. REMARKS MUST RELATE DIRECTLY TO PROPERTY.
3. DISCLOSE POTL DETAILS & POTL MONTHLY FEES IN THIS FIELD.

Receivership Sale. Partially constructed 56-unit affordable seniors housing development known as "Sunshine Village," offered as is where is basis. Phase 1 lands zoned for 16 units with parking. Phase 2 intended for 40 units pending rezoning. Strategic location near services in Penetanguishene. Receiver may accept or reject any offer. All transactions subject to court approval and right of redemption. Bid date February 6.

EXTRAS (use up to 240 characters)

1. Appear in the Brokerage Full, Client Full and Flyer Reports in TorontoMLS and are published on the Internet.
2. REMARKS MUST RELATE DIRECTLY TO PROPERTY.

Site offered on as is where is basis. Buyer and Buyer's Agent to verify all measurements, taxes, zoning and vendor representations. No warranties or representations. All transactions subject to court approval and right of redemption.



DS

COMMENTS

REMARKS FOR BROKERAGES (use up to 280 characters)

- 1. Appear in the Brokerage Full Report in TorontoMLS and not on the Client Reports and are not published on the Internet.
2. LIST ALL EQUIPMENT THAT IS RENTED, LEASED, OR LEASED TO OWN FOR THE PROPERTY INCLUDING THE DETAILS AND TERMS. REFER TO RESIDENTIAL INFORMATION CHECKLIST - RENTAL OR LEASE - FIXTURE(S)/CHATTEL(S) INCLUDED - FORM 823.
3. ADDITIONAL CONTACT INFORMATION IS ALLOWED ONLY IN THIS FIELD.

Property sold as is where is. Receiver may accept or reject any offer. All offers subject to Court approval and right of redemption. Submit by 3 PM EST Feb 6, 2026 to Raff.G@marcusmillichap.com and david.gasch@marcusmillichap.com. Contact LA for CA and due diligence access.

FINANCIAL INFORMATION

20 FINANCIAL STATEMENT 21 CHATELS 22 FRANCHISE 23 DAYS OPEN HOURS OPEN 24 EMPLOYEES
Yes No Yes No One Two Three Four Five Six Seven Varies
25 SEATS 26 L.L.B.O. BUSINESS/BUILDING NAME (37 characters) TAXES EXPENSE
INSURANCE EXPENSE MANAGEMENT EXPENSE MAINTENANCE HEAT EXPENSES HYDRO EXPENSE WATER EXPENSE
OTHER EXPENSES GROSS INCOME/SALES VACANCY ALLOWANCE OPERATING EXPENSES NET INCOME BEFORE DEBT
EST. INV. VALUES AT COST COMMON AREA UPCHARGE PERCENTAGE RENT EXPENSES * YEAR EXPENSES
MORTGAGE COMMENTS

BROKERAGE INFORMATION

LISTING BROKERAGE
MARCUS & MILLICHAP REAL ESTATE INVESTMENT SERVICES CANADA
OFFICE PHONE
L.B. FAX NO.
BROKER 1/SALESPERSON 1
Raffaele Guglielmelli
BROKER 1/SALESPERSON 1 PHONE
6 1 3 3 6 4 2 3 1 7
BROKER 2/SALESPERSON 2
David S. Gasch
BROKER 2/SALESPERSON 2 PHONE
4 1 6 5 8 5 4 6 5 2
COMMISSION TO CO-OPERATING BROKERAGE
2 . 5
SPIS ENERGY CERTIFICATION CERTIFICATION LEVEL
GREEN PROPERTY INFORMATION STATEMENT DISTRIBUTE TO DDF™/IDX DISTRIBUTE TO INTERNET DISPLAY ADDRESS ON INTERNET
APPOINTMENTS PERMISSION TO CONTACT LB TO ADVERTISE
OCCUPANCY (check 1) CONTACT AFTER EXPIRED HOLDOVER DAYS
VIRTUAL TOUR URL (100 characters)

PHOTO OPTIONS

Use photo from photo library Upload your own photo(s) No photo for this listing

SELLER HEREBY ACKNOWLEDGES HAVING RECEIVED A COPY OF PART 2 OF 2 OF THE LISTING AGREEMENT.

SIGNATURE [Signature]
8721D41A2534410...

DATE 11/26/2025 | 23:12:23 EST

DATE



PRICE CODES

FOR SALE	PER ACRE	SQ. FT. NET
GROSS LEASE	PER SQ. FT.	SQ. M. GROSS
NET LEASE	PLUS STOCK	SQ. M. NET
OTHER	SQ. FT. GROSS	

DETAILS/DESCRIPTIONS – ALL COMMERCIAL PROPERTY TYPES

<p>2 USE MANDATORY: Sale of Business OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office</p> <p>3 FREESTANDING MANDATORY: Commercial/Retail; Industrial; Investment; Office; Store with Apartment/Office OPTIONAL: Farm; Land; Sale of Business</p> <p>4 TOTAL LAND/BLDG. AREA MANDATORY: Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office OPTIONAL: Sale of Business</p> <p>5 OFFICE/APT. AREA MANDATORY: Office; Store with Apartment/Office OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Land; Sale of Business</p> <p>6 INDUSTRIAL AREA MANDATORY: Industrial OPTIONAL: Commercial/Retail; Farm; Investment; Land; Sale of Business; Store with Apartment/Office</p> <p>7 RETAIL AREA MANDATORY: Commercial/Retail; Store with Apartment/Office OPTIONAL: Farm; Industrial; Investment; Land; Office; Sale of Business</p> <p>8 BASEMENT MANDATORY: Sale of Business; Store with Apartment/Office OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Land; Office</p> <p>9 CLEAR HEIGHT MANDATORY: Industrial OPTIONAL: Commercial/Retail; Farm; Investment; Land; Office; Sale of Business; Store with Apartment/Office</p> <p>10 SPRINKLERS MANDATORY: Commercial/Retail; Industrial; Office; Store with Apartment/Office OPTIONAL: Farm; Investment; Land; Sale of Business</p> <p>11 UTILITIES MANDATORY: Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office OPTIONAL: Sale of Business</p> <p>12 WATER MANDATORY: For all</p> <p>13 AIR CONDITIONING MANDATORY: Commercial/Retail; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office OPTIONAL: Farm; Land</p> <p>14 HEAT MANDATORY: Commercial/Retail; Farm; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office OPTIONAL: Land</p>	<p>15 SHIPPING DOORS MANDATORY: Industrial OPTIONAL: Commercial/Retail; Farm; Investment; Land; Office; Sale of Business; Store with Apartment/Office</p> <p>16 ELEVATORS MANDATORY: Office OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Land; Sale of Business; Store with Apartment/Office</p> <p>17 PARKING/GARAGE MANDATORY: Commercial/Retail; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office OPTIONAL: Farm; Land</p> <p>18 RAIL MANDATORY: Industrial OPTIONAL: Commercial/Retail; Farm; Investment; Land; Office; Sale of Business; Store with Apartment/Office</p> <p>19 SEWERS MANDATORY: Land OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office</p> <p>20 FINANCIAL STATEMENT MANDATORY: Sale of Business OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office</p> <p>21 CHATELS MANDATORY: Sale of Business OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office</p> <p>22 FRANCHISE MANDATORY: Sale of Business OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office</p> <p>23 DAYS OPEN MANDATORY: Sale of Business OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office</p> <p>24 # EMPLOYEES MANDATORY: Sale of Business OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office</p> <p>25 # SEATS MANDATORY: Sale of Business OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office</p> <p>26 L.L.B.O. MANDATORY: Sale of Business OPTIONAL: Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office</p>
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PRICE CODES

FOR SALE	PER ACRE	SQ. FT. NET
GROSS LEASE	PER SQ. FT.	SQ. M. GROSS
NET LEASE	PLUS STOCK	SQ. M. NET
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Reporting letter from Marcus &
Millichap Dated December 12, 2025

Appendix C

December 12, 2025

VIA EMAIL

RUSSO CORP.
78 Wellington St. E.,
Aurora, ON
L4G 1H8

Attention: Joanne Russo, President
Allan Lipman, B.A., LL.B., LL.M

RE: 77 Fox Street, Penetanguishene, ON – Reporting Update

Dear Mrs. Russo & Mr. Lipman,

On behalf of Marcus & Millichap (M&M), we are pleased to provide you with the following marketing summary pertaining to the property at **77 Fox Street, Penetanguishene, ON:**

1. M&M's marketing strategy employs various techniques to reach a wide audience of potential buyers. This includes creating marketing materials such as a Confidential Investment Memorandum (CIM). A virtual data room is available for clients who want more detailed information. Access to the CIM and data room requires signing of the Confidentiality Agreement (CA).

We've conducted an extensive email marketing campaign using "Constant Contact" software, sending out the CIM and CA to 1843 targeted prospects on December 10th, 2025. These prospects included local, regional, and national seniors housing, supportive and faith-based housing, public housing authorities, purpose built rental developers, condo developers, residential and townhome developers. ~ 43% of recipients opened the email and reviewed its content, and ~ 29% of the targets clicked, opened and reviewed the CIM and CA links.

M&M made a post on **LinkedIn**, whereby exposing the offering further to the combination of our networks.

For Sale signage has also been added to the property for additional exposure.

The property was also listed for sale through **MLS** and is available to the larger brokerage community and all others who see it on **Realtor.ca**.

We are actively posted on our Marcus & Millichap web site, Canada & US. This has resulted in over 91 parties, be they principals or brokers, actively reviewing the CIM.

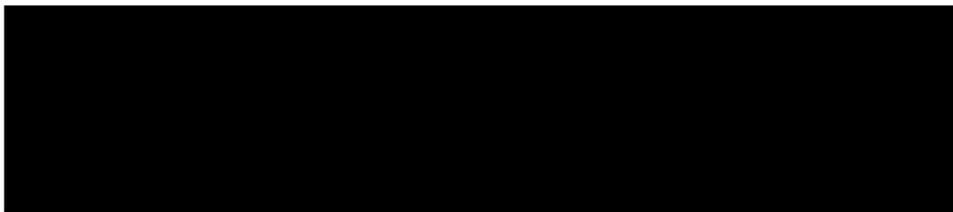
We are exposed and featured on **Costar / Loopnet / Spacelist** online listing platforms.

We are scheduled for exposure in the **Toronto Star** newspaper's realty section for January 14th and January 31st, 2026, respectively.

And we continue to work through and follow up, by way of directed calls, to exposed target prospects to personally promote the offering as well as seeking feedback on our ask.

M&M has also sent countless personal emails, held in-person and video meetings, and had extensive conference calls with proponents, including those who have a track record and are focused on seniors housing, residential, multi residential and condo development in the Ontario market. M&M identifies groups who are active/inactive in the market and maintains active dialogue with groups across the asset spectrum.

- 2. Confidentiality Agreements (CA's)** – To date, we have received two **(4)** signed Confidentiality Agreements:



- 3. Marketing Package** – The marketing package consists preliminarily of the teaser Email Summary Flyer, CIM and the CA. In the CIM, the team outlined and showcased the property's best attributes through the executive summary, the market overview, and asset overview.
- 4. Data Room** – Data room access is provided to prospects who demonstrate their commitment to the development opportunity through a signed CA. We ensure that they are qualified via a phone call prior to providing access, when required.
- 5. Site Visits** - As of December 12th, 2025, M&M has organized and facilitated one site visit of the property and partially constructed onsite buildings, conducted on Saturday December 6th, 2025.

6. **Preliminary Feedback** – Upon M&M’s meetings and discussions with many of the prospective purchasers, many of the groups require time to digest the current plans of the proposed development project, and the current state of the site. Certain groups have indicated that the site is constrained and imposes construction challenges. Other local economic conditions have been mentioned by prospects seen as troubling such as lay-offs, reduced immigration, and overall construction costs.

The M&M team looks forward to providing you with bi-weekly disposition update reports. In the next report, commentary will be provided in-depth on a group-by-group basis. Please don’t hesitate to reach out to our team for any questions relating to this marketing update report.

Yours sincerely

Raff

Raffaele Guglielmelli
Managing Director Investments
National Seniors Housing Group

275 Bank Street, Suite 301, Ottawa, ON K2P 2L6

O: (613) 364-2317 Cell: (613) 724-9562 | E: Raff.G@marcusmillichap.com

License: ON: 2507660 | NYSE: MMI

Follow us on:   

Marcus & Millichap

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Receiver's Interim Statement of R&D

dated September 6, 2025

Appendix D

COURT APPOINTED RECEIVERSHIP -FOXPARK DEVELOPMENT CORPORATION
Receiver's Interim Statement of Receipts and Disbursements
Period from July 7th, 2025 to September 5, 2025

RECEIPTS

Third Party Gurantee on Fees	\$	49,982.50
Proceeds from Debtor bank account	\$	<u>239.30</u>

TOTAL RECEIPTS **\$ 50,221.80**

DISBURSEMENTS

Receivership OR filing fee	\$	83.96	
Caledon Creek Construction	\$	14,056.94	Note 1
TD Bank fee (cancelled Cheques)	\$	285.00	
Insurance	\$	10,629.36	
Milegae	\$	75.28	
Printing and Photocopies	\$	<u>77.92</u>	

TOTAL DISBURSEMENTS **\$ 25,208.46**

BALANCE HELD IN TRUST **\$ 25,013.34**

NOTES

Note 1

- Fencing- Installed to secure the site per Building Code (Construction Progress Report July 18, 2025)
- Security Camera- Security cameras installed on the property (Construction Progress Report July 18, 2025)
- Notice- Sign placed on site to indicate Russo Corp. Receivership
- Supply and install new locks on all units Locks changed on all units (Construction Progress Report July 18, 2025)
- Site visit, review of existng protection mea: Work plan (all in, mileage, labour, preparation of drawings)

Receiver's Fee Affidavit dated

September 6, 2025

Appendix E

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

BETWEEN:

MARPER HOLDINGS LIMITED

Applicant

- and -

FOXPARK DEVELOPMENT CORPORATION

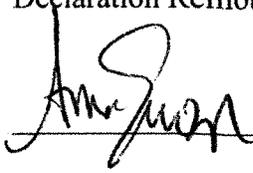
Respondent

AFFIDAVIT OF JOANNE RUSSO

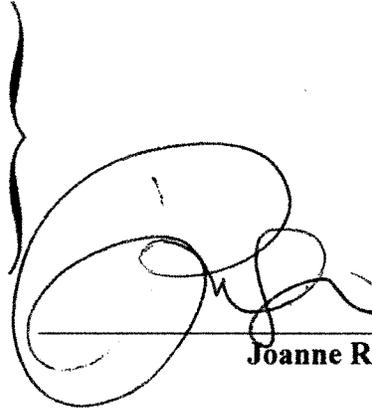
I, Joanne Russo, of the Town of Aurora, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

1. I am the Court Appointed Receiver and Manager with Russo Corp. (the “**Receiver**”) in its capacity as receiver appointed, without security, over all property, assets and undertakings of the Respondent and as such have knowledge of the matters to which I hereinafter depose. I verily believe to be true all matters that I depose to which I do not have first-hand knowledge of based on my review of the file.
2. Now produced and shown to me and marked as **Exhibit “A”** to this my Affidavit is a true copy of our statement of account for the period between July 7, 2025, and September 6, 2025.
3. I submit that the hourly rates charged are reasonable and comparable with other Licensed Insolvency Trustees acting in their capacity as Receiver and Manager of the City of Toronto of equivalent competence and expertise in the bankruptcy area.

SWORN BEFORE ME in person at the
Town of Aurora, in the Province of Ontario on
this 6th day of September, 2025, in accordance
with O. Reg. 431/20, Administering Oath or
Declaration Remotely



COMMISSIONER OF OATHS



Joanne Russo

Arena Maria Equid, a Commissioner, etc.,
Province of Ontario, for Russo Corp.
Expires June 13, 2028

Exhibit "A"

Referred to in the Affidavit of Joanne Russo

Dated this 6th September, 2025

Detailed Time Entry Report

File Name: Foxpark Development Corporation
 Debtor Name: Foxpark Development Corporation
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
08-Jul-2025	340	General administration	Russo, Joanne	1.50	0.00	862.50
<i>Note</i>	Received Appointment- discussions with counsel regarding expense account- 3rd party funds and transfer of funds-July 23, 2025- opening estate account					
09-Jul-2025	340	General administration	Russo, Joanne	5.00	0.00	2,875.00
<i>Note</i>	Attended Premises; site inspection ;					
11-Jul-2025	340	General administration	Russo, Joanne	1.25	0.00	718.75
<i>Note</i>	ACKNOWLEDGEMENT re direction executed- discussions with Counsel; reviewed books and records					
15-Jul-2025	340	General administration	Russo, Joanne	4.50	0.00	2,587.50
<i>Note</i>	Attended on site; meeting with construction consulting					
15-Jul-2025	340	General administration	Russo, Joanne	0.90	0.00	517.50
<i>Note</i>	discussions with the town- meeting with town From: Kelly Cole <kcole@penetanguishene.ca> Sent: Tuesday, July 15, 2025 2:48 PM To: Joanne Russo <russo@russocanhelp.com>; Mike Campitelli <mcampitelli@penetanguishene.ca>; Sri Kuriseti <skuriseti@penetanguishene.ca>; Samantha Turner <sturner@penetanguishene.ca>; Andrea Betty <abetty@penetanguishene.ca> Cc: 'Tali Green' <tgreen@greenadvocacy.ca>; 'Allan Lipman' <alipman@szklaw.ca>; 'James Quigley' <jsquigley@szklaw.ca>; Anna Equizi <Anna@russocanhelp.com> Subject: Re: FOXPARK DEVELOPMENT CORPORATION - Receivership Order					
16-Jul-2025	340	General administration	Russo, Joanne	0.35	0.00	201.25
<i>Note</i>	email exchanges with the town-From: Joanne Russo <russo@russocanhelp.com> Sent: July 16, 2025 5:40 PM To: Kelly Cole <kcole@penetanguishene.ca>; Mike Campitelli <mcampitelli@penetanguishene.ca>; Sri Kuriseti <skuriseti@penetanguishene.ca>; Samantha Turner <sturner@penetanguishene.ca>; Andrea Betty <abetty@penetanguishene.ca> Cc: 'Tali Green' <tgreen@greenadvocacy.ca>; 'Allan Lipman' <alipman@szklaw.ca>; 'James Quigley' <jsquigley@szklaw.ca>; Anna Equizi <Anna@russocanhelp.com> Subject: RE: FOXPARK DEVELOPMENT CORPORATION - Receivership Order					

Detailed Time Entry Report

File Name: Foxpark Development Corporation
 Debtor Name: Foxpark Development Corporation
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
16-Jul-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	1.50	0.00	862.50
<i>Note</i>	reviewed appraisal report; discussions with Counsel					
16-Jul-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	0.45	0.00	258.75
<i>Note</i>	Wed 7/16/2025 1:43 PM- email exchanges from carl					
16-Jul-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	1.50	0.00	862.50
<i>Note</i>	letter to Carl regarding books and records- July 16, 2025					
<p>Kindly forward to our offices the following information: The Debtors bank account information; Copy of the Debtors Bank statements ; Based on the list provided by you -- "Clients who have already booked units", we have a list of 7 depositors/clients. Kindly Confirm whether separate bank accounts were held for each client;</p> <p>If separate accounts were opened for each client, kindly provide copy of their bank statements, Kindly forward copies of all utility accounts opened for the Project</p>						
17-Jul-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	0.80	0.00	460.00
<i>Note</i>	email exchanges with carl- Whether or not you see me as having carriage of the property, I told Justice Cavanagh that the reason I have challenged the litigation is to defend the rights of all Stakeholders. I also stated that I intend to continue to ensure the Senior Deposit Holders will be looked after and receive a unit, or substantial compensation. Michelle and the other Deposit Holders must know they can positively influence the outcome of this situation.					
17-Jul-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	1.15	0.00	661.25
<i>Note</i>	<p>dated letter to utility company- regarding-Ontario:</p> <ol style="list-style-type: none"> 1. A summary of all outstanding and historical utility accounts associated with the property, including hydro, water, and any other applicable municipal services; 2. Billing details for each utility account, including current balances and account numbers, if available; and 3. Information regarding the property taxes, including the current year's assessment, balance outstanding (if any), payment history, and any other information that can be provided. 					
17-Jul-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	1.25	0.00	718.75

Detailed Time Entry Report

File Name: Foxpark Development Corporation
 Debtor Name: Foxpark Development Corporation
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
		<p>discussions with Mauro- re construction progress report- received same- Project Location: 77 Fox Street, Penetanguishene, ON Prepared By: Mauro Biasutto, Construction Manager, Caledon Creek Construction On Behalf Of: Joanne Russo, Russo Corp Date: July 17, 2025; reviewed report; discussions with Bank</p>				
22-Jul-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	1.15	0.00	661.25
		<p><i>Note</i> exchanges with Mr. Strand; discussions with Counsel-> From: carl@foxparkdevelopments.com <carl@foxparkdevelopments.com> > Sent: Tuesday, July 22, 2025 3:11 PM > To: Joanne Russo <russo@russocanhelp.com> > Cc: 'Michelle Charlebois' <77foxstreet43@gmail.com>; 'Tali Green' <tgreen@greenadvocacy.ca> > Subject: Re: Info RE: 77 Fox Street (Receivership)</p>				
22-Jul-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	2.50	0.00	1,437.50
		<p><i>Note</i> received developers deposit from the town; reviewed same - call with the Town and Counsel- email exchanges From: Joanne Russo <russo@russocanhelp.com> Sent: July 22, 2025 4:31 PM To: Andrea Betty <abetty@penetanguishene.ca Subject: RE: FOXPARK DEVELOPMENT CORPORATION - Receivership Order</p>				
23-Jul-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	0.90	0.00	517.50
		<p><i>Note</i> email exchanges with Mr. Strand, discussions with Counsel; drafted letter-On Jul 23, 2025, at 12:53?PM, Joanne Russo <russo@russocanhelp.com> wrote: Carl, We require details of your business account. You have not answered our questions with respect to bank account information. We will keep it simple, please send us the bank details for the</p>				
23-Jul-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	2.50	0.00	1,437.50
		<p><i>Note</i> drafted letter to all banks-July 23, 2025, IMMEDIATE ACTION REQUIRED NOTICE TO ALL FINANCIAL INSTITUTION - URGENT</p>				
24-Jul-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	1.25	0.00	718.75

Detailed Time Entry Report

File Name: Foxpark Development Corporation
 Debtor Name: Foxpark Development Corporation
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
Note		reviewed various email exchanges with Depositors- review life lease- discussions with counsel-rom: Sunshine Village <liflease@foxparkdevelopments.com> As you are one of the earlier numbers, in the first 3 buildings, it is likely your unit would be ready for Occupancy in December. We will aim to make that a reality for you but that is still subject to avoiding any (insurmountable) surprises; discussions with counsel				
25-Jul-2025	340	General administration Foxpark Development Corporation	Russo, Joanne	0.90	0.00	517.50
Note		Discussions with the Town, Katie and Andrea; email exchanges I'm just following up from our chat and wanted to make sure you were aware of the steps to obtain the financial information as per Katie's email below.				
28-Jul-2025	340	General administration Foxpark Development Corporation	Russo, Joanne	6.25	0.00	3,593.75
Note		prepare 1st draft Receiver First Report; start rewrite of same; telephone calls and e-mails with Counsel; receive and review amendments proposed by Counsel review variety of proposed exhibits 6.25 hrs				
28-Jul-2025	340	General administration Foxpark Development Corporation	Russo, Joanne	2.50	0.00	1,437.50
Note		email exchanges- discussions with Counsel and secured creditor- prepared expense report On Jul 28, 2025, at 1:49?PM, Joanne Russo <russo@russocanhelp.com> wrote: Carl, You continue to not address our simple questions with respect to the Debtor's bank accounts. We are demanding that you forward to us the Corporate bank statements. If you fail to deliver them today, we will report same to the Court.				
29-Jul-2025	340	General administration Foxpark Development Corporation	Bucci, Victoria	1.50	0.00	262.50
Note		Hi Joanne, Saved in directory. Will print and add to the depositers folder. From: Joanne Russo <russo@russocanhelp.com> Sent: Tuesday, July 29, 2025 1:45 PM To: Victoria Bucci <bucci@russocanhelp.com> Subject: FW: Info RE: 77 Fox Street (Receivership)				
29-Jul-2025	340	General administration Foxpark Development Corporation	Russo, Joanne	2.15	0.00	1,236.25
Note		From: Angela Gray <agray@barristonlaw.com> Sent: Tuesday, July 29, 2025 12:31:42 PM To: Tali Green <tgreen@greenadvocacy.ca> Cc: Josh Valler <jvaller@barristonlaw.com>; Faith Harris <fharris@barristonlaw.com>; Amanda Raw <raw@barristonlaw.com>; Joanne Russo <russo@russocanhelp.com>; Nathan Stadig <nstadig@barristonlaw.com> Subject: RE: Info RE: 77 Fox Street (Receivership)				

Review Please find attached the following for Eunice Moore:
 • statement of Claim issued on May 29, 2025 , Life lease contract Bank drafts and receipts for each deposit payment by Eunice compiled into one pdf •
 Letter to Foxpark dated June 27, 2024 Letter to Foxpark dated July 12, 2024 Letter to Foxpark dated October 30, 2024

Detailed Time Entry Report

File Name: Foxpark Development Corporation
 Debtor Name: Foxpark Development Corporation
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
29-Jul-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	0.50	0.00	287.50
Note	discussions with insurance company - forwarded documentation -From: Ryan Pursell Sent: Tuesday, July 29, 2025 12:59 PM To: 'Joanne Russo' <russo@russocanhelp.com>; Victoria Bucci <Bucci@russocanhelp.com Subject: RE: Insurance policy- Foxpark Development Corporation- Russo Corp. Receivership					
29-Jul-2025	Completed application re insurance, Thanks for sending this info					
29-Jul-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	0.50	0.00	287.50
Note	Hi Joanne. Yes, I will call you at 10:30. Thanks Ryan Pursell, CAIB Commercial Lines Account Executive / Partner Mink Insurance Services (A Division of McDougall Insurance Brokers) telephone discussions with insurance broker and email exchanges					
29-Jul-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	0.50	0.00	287.50
Note	Good morning Joanne Wanted to follow up on the quote. Any updates Joe Tassone RIBO, VP, Construction & Surety; email exchanges and telephone conversation with insurance provider					
29-Jul-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	5.50	0.00	3,162.50
Note	review of banking records- create excel spreadsheets on cash deposit- cheques issued; wire and drafts; meeting with team					
29-Jul-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	1.57	0.00	902.75
Note	discussions with realtor- received opinion letter- Hello Joanne, Thank you for providing the supporting documents and details for 77 Fox Street. After carefully reviewing the materials and analyzing all relevant market data, I have prepared a detailed Letter of Opinion outlining my professional assessment of the property's current value. The letter includes a breakdown of land value based on a comparable sale, adjusted to reflect today's market conditions, as well as a valuation of the development project based on its current stage of construction. I intend to provide a clear and well-supported estimate that reflects the property's present status and market position. Please find the Letter of Opinion attached for your review. Should you have any questions, require clarification, or wish to discuss the analysis further, I would be happy to connect at your convenience Regards, Martin Tello-QuirogaREALTOR					

Detailed Time Entry Report

File Name: Foxpark Development Corporation
 Debtor Name: Foxpark Development Corporation
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
30-Jul-2025	340 General administration	Foxpark Development Corporation	Bucci, Victoria	0.90	0.00	157.50
<i>Note</i>	prepared spreadsheet- Added to excel. Thank you. From: Joanne Russo <russo@russocanhelp.com> Sent: Wednesday, July 30, 2025 9:08 AM To: Victoria Bucci <Bucci@russocanhelp.com> Subject: FW: FOXPARK DEVELOPMENT CORPORATION - Consultant Proposal to release Security Deposit					
30-Jul-2025	340 General administration	Foxpark Development Corporation	Bucci, Victoria	2.50	0.00	437.50
<i>Note</i>	rom: Jeff Goldberg <jgoldberg@bbsbuilding.ca> Sent: Wednesday, July 30, 2025 7:54 AM To: Joanne Russo <russo@russocanhelp.com> Cc: Mauro Biasutto <MBiasutto@bbsbuilding.ca>; Peter Biasutto <pbiasutto@bbsbuilding.ca> Subject: RE: FOXPARK DEVELOPMENT CORPORATION - Consultant Proposal to release Security Deposit- reviewed report and discussions with consultant					
30-Jul-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	0.50	0.00	287.50
<i>Note</i>	Good morning Adriana, Please see the attached completed forms. Ms. Russo and I have completed the Vacancy Questionnaire and Insurance Survey Form provided. Let us know if there is anything else that you require us to fill out- email discussions and telephone discussions with insurance company					
31-Jul-2025	340 General administration	Foxpark Development Corporation	Bucci, Victoria	0.60	0.00	345.00
<i>Note</i>	discussions with insurer-Following up on our quote and if coverage is required. Kindly advise to update our records. Adriana Coluccio/Insolvency Account Executive & Programs Practice Leader					
31-Jul-2025	340 General administration	Foxpark Development Corporation	Bucci, Victoria	5.50	0.00	962.50
<i>Note</i>	From: Joanne Russo <russo@russocanhelp.com> Sent: Thursday, July 31, 2025 11:57 AM To: Adriana Coluccio <acolucci@fcainsurance.com> Cc: Victoria Bucci <Bucci@russocanhelp.com> Subject: RE: Foxpark Development Corp. Yes a call would help thank you. Much easier than email.					
01-Aug-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	1.50	0.00	862.50
<i>Note</i>	Prepared analysis on cancelled cheques; meeting with Joanne					

Detailed Time Entry Report

File Name: Foxpark Development Corporation
 Debtor Name: Foxpark Development Corporation
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount	
	Note	reviewed site inspection report- email exchanges= From: Jeff Goldberg [Caledon Creek] <jeff@caledoncreek.ca> Sent: Friday, August 1, 2025 3:40 PM To: Joanne Russo russo@russocanhelp.com Subject: FW: 77 Fox St Penetanguishene - Site Inspection Notes from July 31, 2025 From: john.fosterfive@rogers.com <john.fosterfive@rogers.com> Sent: August 1, 2025 3:23 PM To: Jeff Goldberg [Caledon Creek] <jeff@caledoncreek.ca> Cc: Shamala Thanabalasingham [Caledon Creek] Subject: RE: 77 Fox St Penetanguishene - Site Inspection Notes from July 31, 2025					
07-Aug-2025		340 General administration	Foxpark Development Corporation	Russo, Joanne	1.25	0.00	718.75
	Note	drafted letter to carl- We have put you on notice on several occasions to provide us with the following information and you continue to FAIL to respond to our requests. This will be our last attempt to request this information at which point we will report to the Court of your failure in doing so. We also wish to put you on Notice that your abusive emails will no longer be tolerated. This is a court process and you must adhere and respect the process.					
08-Aug-2025		340 General administration	Foxpark Development Corporation	Russo, Joanne	0.90	0.00	517.50
	Note	From: Achouri, Karim Sent: Friday, August 8, 2025 2:41 PM To: Joanne Russo <russo@russocanhelp.com> Cc: info@russocanhelp.com Subject: RECEIVERSHIP ***** Foxpark Development Corporation - FIFC agreement #901-7323884 Importance: High Good afternoon Joanne, I hope this email finds you well,email discussions, discussions with Counsel					
11-Aug-2025		340 General administration	Foxpark Development Corporation	Russo, Joanne	2.15	0.00	1,236.25
	Note	email exchanges and review of documentation from William-From: WILLIAM CARLEY <wdcarley@hotmail.com> Sent: Monday, August 11, 2025 3:08 PM To: Joanne Russo <russo@russocanhelp.com>Subject: answer to questions					
		See attached					
11-Aug-2025		340 General administration	Foxpark Development Corporation	Russo, Joanne	0.50	0.00	287.50

Detailed Time Entry Report

File Name: Foxpark Development Corporation
 Debtor Name: Foxpark Development Corporation
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Amount
					<i>Mark Down</i>
	<i>Note</i>	email exchanges with Dave-From: Dave Arnold Dave.Arnold@bourgeoisautogroup.com> on behalf of Dan McGinnis <danmeg@bourgeoismotors.com>			
		Sent: August 11, 2025 5:09 PM			
		To: Dan McGinnis <danfivepin@hotmail.com>			
		Subject: FW: Fox development			
12-Aug-2025	340	General administration	Russo, Joanne	0.45	258.75
	<i>Note</i>	From: Dan McGinnis <danfivepin@hotmail.com>			
		Sent: Tuesday, August 12, 2025 1:33 PM			
		To: Joanne Russo <russo@russocanhelp.com>			
		Subject: Fw: Fox development			
		From: Dave Arnold <Dave.Arnold@bourgeoisautogroup.com> on behalf of Dan McGinnis <danmeg@bourgeoismotors.com>			
		Sent: August 11, 2025 5:09 PM			
		To: Dan McGinnis <danfivepin@hotmail.com>			
		Subject: FW: Fox development			
12-Aug-2025	340	General administration	Russo, Joanne	0.50	287.50
	<i>Note</i>	email exchanges with Counsel regarding MR. Strand and his emailFrom: James Quigley <jsquigley@szkklaw.ca>			
		Sent: Tuesday, August 12, 2025 7:30 AM			
		To: Joanne Russo <russo@russocanhelp.com>			
		Subject: FW: Info RE: 77 Fox Street (Receivership)			
12-Aug-2025	340	General administration	Russo, Joanne	0.90	517.50
	<i>Note</i>	discussions with secured creditors- email exchanges- From: Joanne Russo <russo@russocanhelp.com>			
		Sent: Tuesday, August 12, 2025 12:42 PM			
		To: 'Gilbert' <gkuiper@sympatico.ca>			
		Cc: James Quigley <jsquigley@szkklaw.ca>; Allan Lipman <alipman@szkklaw.ca>; Tali Green <tgreen@greenadvocacy.ca>			
		Subject: RE: Info RE: 77 Fox Street (Receivership)			
		discussions with Secured creditors regarding final reports from the engineer- the sale process.			

Detailed Time Entry Report

File Name: Foxpark Development Corporation
 Debtor Name: Foxpark Development Corporation
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
12-Aug-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	0.90	0.00	517.50
<i>Note</i>	insurance exchanges of email; discussions with victoria-From: Achouri, Karim <karim.achouri@firnsurancefunding.ca> Sent: Tuesday, August 12, 2025 6:37 PM To: Joanne Russo <russo@russocanhelp.com> Cc: info@russocanhelp.com Subject: RE: RECEIVERSHIP *2nd request* ***** Foxpark Development Corporation - FIFC agreement #901-7323884 Importance: High					
13-Aug-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	0.90	0.00	517.50
<i>Note</i>	Discussions with insurance company - follow up on application lengthy email from Carl; discussions with counsel-From: Carl Strand <carl@foxparkdevelopments.com> Date: August 13, 2025 at 2:05:33?PM EDT To: Gilbert <gkuiper@sympatico.ca> Subject: Project, 77 Fox Street, Penetanguishene.					
13-Aug-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	1.50	0.00	862.50

Detailed Time Entry Report

File Name: Foxpark Development Corporation
 Debtor Name: Foxpark Development Corporation
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
Note	email exchanges with carl; discussions with COounsel- From: Carl Strand <carl@foxparkdevelopments.com> Date: August 14, 2025 at 12:02:31 PM EDT To: Joanne Russo <russo@russocanhelp.com> Subject: Re: Info RE: 77 Fox Street (Receivership) Joanne. As previously requested, please set a court hearing, asap, to sort out what your duties are since there is some serious misunderstanding on your behalf. review of banking reports					
14-Aug-2025	340	General administration	Russo, Joanne	2.50	0.00	1,437.50
Note	letter to Bank; dealing with from legal department TD and based on her recommendation/direction she has suggested that we reach out to the main branch to obtain a copy of the bank statements as referred in our enclosed letter; review bank statements					
15-Aug-2025	340	General administration	Russo, Joanne	0.90	0.00	517.50
Note	email exchanges with Bank-From: King, Albert <ALBERT.KING@td.com> Sent: August 15, 2025 3:25 PM To: Joanne Russo <russo@russocanhelp.com> Subject: RE: Foxpark Development Corporation - Receivership Order- URGENT request has been submitted.					
16-Aug-2025	340	General administration	Russo, Joanne	2.50	0.00	1,437.50
Note	Please log in using your email address and Web Delivery password to view the message. Subject: #td-secure RE: Foxpark Development Corporation - Receivership Order- URGENT • Sent: August 16, 2025 6:43:47 PM, EDT • Expires: August 30, 2025 6:44:07 PM, EDT reviewed bank statements					
18-Aug-2025	340	General administration	Russo, Joanne	2.50	0.00	1,437.50

Detailed Time Entry Report

File Name: Foxpark Development Corporation
 Debtor Name: Foxpark Development Corporation
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
		<i>Mark Down</i>				
Note	email exchanges with counsel regarding examination- review of bank account From: Allan Lipman <alipman@szklaw.ca> Sent: Monday, August 18, 2025 8:11 AM To: Joanne Russo <russo@russocanhelpp.com>; James Quigley <jsquigley@szklaw.ca>; Tali Green <lgreen@greenadvocacy.ca> Subject: Foxpark					
19-Aug-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	1.45	0.00	833.75
Note	Trusting all is well with you. May I propose a meeting with Counsel as well so we can discuss process and provide you with an update. Discussions with secured creditors- email exchanges From: Gerry Hogenhout <gerry@hogenhout.com> Sent: Tuesday, August 19, 2025 8:52 AM To: Joanne Russo <russo@russocanhelpp.com> Cc: Will Egerton <wegerton@weconsystems.com> Subject: Foxpark follow up (holder of 2nd & 3rd mortgage) with an update on the sale of the Foxpark property in Penetanguishene. Review "Letter of Interest" - the legal claims that the life lease depositors may, or my not, have against this property.					
19-Aug-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	0.95	0.00	546.25
Note	discussions and email exchanges with bank-From: King, Albert <albert.king@td.com> Sent: Tuesday, August 19, 2025 2:48 PM To: Joanne Russo <russo@russocanhelpp.com> Subject: RE: #td-secure RE: Foxpark Development Corporation - Receivership Order- URGENT					
20-Aug-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	0.45	0.00	258.75
Note	From: Allan Lipman <alipman@szklaw.ca> Sent: Wednesday, August 20, 2025 11:31 AM To: Joanne Russo <russo@russocanhelpp.com> Cc: Tali Green <lgreen@greenadvocacy.ca>; James Quigley <jsquigley@szklaw.ca> Subject: RE: Foxpark follow up Call with Counsel; various email exchanges					
20-Aug-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	1.50	0.00	862.50

Detailed Time Entry Report

File Name: Foxpark Development Corporation
 Debtor Name: Foxpark Development Corporation
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
	Note	email exchanges with Counsel and email exchanges with Carl-From: Carl Strand <carl@ahoc.ca> Sent: Wednesday, August 20, 2025 12:07 PM To: Joanne Russo <russo@russocanhelpp.com> Subject: 77 Fox Street				
20-Aug-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	0.80	0.00	460.00
	Note	Russo Corporation Attached is our rough draft of what you will be served with. Plus there will be an article relating to this matter in the Globe and other news papers about the responsibility of Receivers.				
21-Aug-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	0.50	0.00	287.50
	Note	From: john.fosterjfive@rogers.com <john.fosterjfive@rogers.com> Sent: August 21, 2025 11:35 AM To: Jeff Goldberg [Caledon Creek] <jeff@caledoncreek.ca> Subject: RE: 77 Fox St Penetanguishene - Release of Cash deposit and security - discussions with engineer re., KJ Excavating, for the 77 Fox Street is also on the site in Barric. They, Tom Thomason, has noted that they are still waiting for the hold back associated with the work they did on 77 Fox Street, in the amount of approx. \$200,000. They have asked me about what is happening with 77 Fox Street, as they would like to get their hold back, which has been outstanding for more then 2 years. I was reluctant to give them any information and thought you need to be aware of that fact.				
21-Aug-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	2.15	0.00	1,236.25

Detailed Time Entry Report

File Name: Foxpark Development Corporation
 Debtor Name: Foxpark Development Corporation
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
Note		preparation for examination- prepared list of questions; spoke with counselFrom: Tali Green <tgreen@greenadvocacy.ca> Sent: Thursday, August 21, 2025 3:02 PM To: Joanne Russo <russo@russocanhelp.com>; James Quigley <jsqigley@szklaw.ca>; Allan Lipman <alipman@szklaw.ca> Subject: Questions for Carl Tomorrow				
22-Aug-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	0.75	0.00	431.25
Note		discussions with Counsel regarding receivers first report- sale process-open bid" sales process, we ought to book a date now with the Commercial List for the approval of the First Report and the accounts, in anticipation of Joanne's completion of the First Report. It might take 30 days to get a date.				
22-Aug-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	0.45	0.00	258.75
Note		email exchanges regarding examination with Carl- rescheduling - confirming that you can attend an Examination on September 11, 2025 at 10am. review of The Notice of Examination is enclosed and will be couriered to you.				
26-Aug-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	5.00	0.00	2,875.00
Note		drafting of report- forwarded same to counsel for review-From: Allan Lipman <alipman@szklaw.ca> Sent: Tuesday, August 26, 2025 5:16 PM To: Joanne Russo <russo@russocanhelp.com> Cc: Patricia Walters <pwalters@szklaw.ca> Subject: Fox Park				
27-Aug-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	0.90	0.00	517.50
Note		From: James Quigley <jsqigley@szklaw.ca> Sent: Wednesday, August 27, 2025 3:25 PM To: Joanne Russo <russo@russocanhelp.com>; Allan Lipman <alipman@szklaw.ca> Subject: RE: review the Easy Street parcel. - discussions with counsel regarding the mortgage registered on title				
27-Aug-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	0.85	0.00	488.75

Detailed Time Entry Report

File Name: Foxpark Development Corporation
 Debtor Name: Foxpark Development Corporation
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
<i>Note</i>	On Aug 27, 2025, at 9:19PM, Joanne Russo wrote: Mr. Strand, as noted in several emails sent by our office, we will not respond to any emails that we consider to be abuse of process. You have failed to respond to any requests with respect to matters that are prudent in the administration of this estate and in best interest of all creditors including the Depositors. Your threats and comments are unwarranted and will not be tolerated. Thank you					
27-Aug-2025	340	General administration	Russo, Joanne	0.90	0.00	517.50
<i>Note</i>	conducted title search- review of property re Norene street; discussions with counsel					
28-Aug-2025	340	General administration	Russo, Joanne	1.75	0.00	1,006.25
<i>Note</i>	From: Joanne Russo <russo@russocanhelpp.com> Sent: Thursday, August 28, 2025 4:24 PM To: Patricia Walters <pwalters@szklaw.ca>; Allan Lipman <alipman@szklaw.ca>; James Quigley <jsquigley@szklaw.ca>; Tali Green <tgreen@greenadvocacy.ca> Subject: AMENDED RECEIVERS REPORT FOR REVIEW- FOXPARK					
29-Aug-2025	340	General administration	Russo, Joanne	0.45	0.00	258.75
<i>Note</i>	Review of amended Receivers Report - discussions with counsel - review and recommended changes From: Allan Lipman <alipman@szklaw.ca> Sent: Friday, August 29, 2025 9:22 AM To: Tali Green <tgreen@greenadvocacy.ca>; James Quigley <jsquigley@szklaw.ca>; Joanne Russo <russo@russocanhelpp.com>; Patricia Walters <pwalters@szklaw.ca> Subject: RE: AMENDED RECEIVERS REPORT FOR REVIEW- FOXPARK					
29-Aug-2025	340	General administration	Russo, Joanne	5.00	0.00	2,875.00
<i>Note</i>	Finalize DRAFT of final report; review further documents; submit draft to Counsel for review; exhibits; email exchanges 5.00 hrs					

Detailed Time Entry Report

File Name: Foxpark Development Corporation
 Debtor Name: Foxpark Development Corporation
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
01-Sep-2025	340 General administration	Foxpark Development Corporation Caledon Creek]	Russo, Joanne	0.90	0.00	517.50
<i>Note</i>	email exchanges with Engineer-From: Jeff Goldberg [Caledon Creek] Sent: September 1, 2025 1:31 PM -To: Joanne Russo <russo@russocanhelp.com> Subject: FW: 77 FOX STREET, PENETANGUISHENE – review of security funds by JF, (email 2 of 2) From: jfiveengineering@gmail.com <jfiveengineering@gmail.com> Sent: August 25, 2025 3:55 PM To: Jeff Goldberg [Caledon Creek] <jeff@caledoncreek.ca> Subject: RE: 77 FOX STREET, PENETANGUISHENE – review of security funds by JF, (email 2 of 2)					
01-Sep-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	1.75	0.00	1,006.25
<i>Note</i>	drafting receivers report- exchanges with counsel and editis-From: Tali Green <tgreen@greenadvocacy.ca> Sent: Monday, September 1, 2025 3:51 PM To: James Quigley <jsquigley@szklaw.ca>; Joanne Russo <russo@russocanhelp.com> Cc: Allan Lipman <alipman@szklaw.ca> Subject: Re: First Receiver's Report					
01-Sep-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	1.50	0.00	862.50
<i>Note</i>	Discussions with Counsel- revised First Report- proposed blackline changes and comments- pulled exhibits					
02-Sep-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	1.25	0.00	718.75
<i>Note</i>	Hearing scheduled for September 29th. Our First Report + Motion Record Due Sept 8His evidence due Sept 12 Our Factum due September 19 His Factum due Sept 25 From: James Quigley <jsquigley@szklaw.ca> Sent: September 2, 2025 12:14 PM To: Tali Green <tgreen@greenadvocacy.ca>; Joanne Russo <russo@russocanhelp.com> Cc: Allan Lipman <alipman@szklaw.ca> Subject: RE: Notes from Chambers					

Detailed Time Entry Report

File Name: Foxpark Development Corporation
 Debtor Name: Foxpark Development Corporation
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
02-Sep-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	8.25	0.00	4,743.75
Note	September 2- 4th Receive and review mark-up version on DRAFT report; make changes and additions as required; several email and telephone conversations with Counsel re: documents and information needed; receive and review variety of documents from Counsel make further revisions based on the above; submit incomplete revised DRAFT for review; 8.25 hrs					
03-Sep-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	1.50	0.00	862.50
Note	review blackline of receivers report- email to counsel with attachments					
03-Sep-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	0.50	0.00	287.50
Note	From: Andrea Betty <abetty@penetanguishene.ca> Sent: Wednesday, September 3, 2025 1:17 PM To: Joanne Russo <russo@russocanhelp.com> Subject: 77 Fox Street - Penetanguishene discussions with the town					
03-Sep-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	0.95	0.00	546.25
Note	drafted letter to carl discussions with counsel- This email is response to your email dated July 21, 2025. Before we begin to discuss the contents of your email we wish to bring to your attention that you continue to fail to respond to our requests. In our latest letter we reminded you that you have failed to respond to our email of July 16, 2025.					
05-Sep-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	1.50	0.00	862.50
Note	Review of cancelled cheques; discussions with bank					
05-Sep-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	1.50	0.00	862.50
Note	Review and drafting of excel spreadsheet re: cheques issued to related party- preparation of exhibits - attached summary of cancelled cheques we received to date.					

Detailed Time Entry Report

File Name: Foxpark Development Corporation
 Debtor Name: Foxpark Development Corporation
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
06-Sep-2025	340 General administration	Foxpark Development Corporation	Bucci, Victoria	6.00	0.00	1,050.00
<i>Note</i>	Prepared excel spreadsheets regarding banking transactions- review with Joanne					
06-Sep-2025	340 General administration	Foxpark Development Corporation	Bucci, Victoria	6.00	0.00	1,050.00
<i>Note</i>	Attended town portal; pulled reporting, permits; inspector approvals; discussions with Joanne					
06-Sep-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	1.50	0.00	862.50
<i>Note</i>	Preparation and finalization of Report; Affidavit of fees and discussions with Counsel					

Summary

Time charged: 139.27
 Amount charged for time: 71,120.25
 Disbursements charged: 0.00
 Time and disbursement: 71,120.25
 Mark Down: 0.00

Summary By Code

Code	Time Charged	Amount Charged	Disbursements	Mark Down
340 - General administration	139.27	71,120.25	0.00	0.00

Summary By Staff

Staff	Time Charged	Amount Charged	Disbursements	Mark Down
Bucci, Victoria	23.00	4,265.00	0.00	0.00
Russo, Joanne	116.27	66,855.25	0.00	0.00

Receiver's Counsel's Fee Affidavit

dated September 8, 2025

Appendix F

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

B E T W E E N:

MARPER HOLDINGS LIMITED

Applicant

-and-

FOXPARK DEVELOPMENT CORPORATION

Respondent (Debtor)

**FEE AFFIDAVIT OF TALI GREEN
(COUNSEL FOR RECEIVER, RUSSO CORP)**

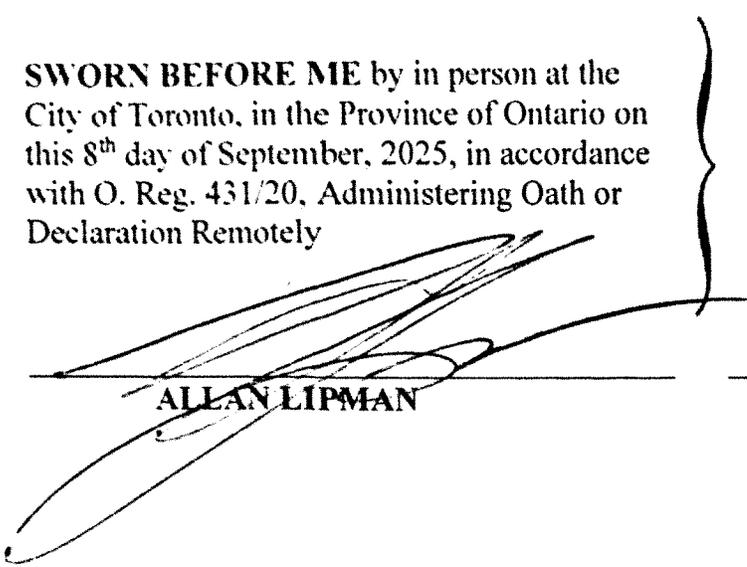
I, Tali Green, of the City of Vaughan, in the Province of Ontario, MAKE OATH AND SAY AS
FOLLOWS:

1. I am a sole practitioner with the law firm Green Advocacy (“GA”), lawyers for Russo Corp (the “**Receiver**”) in its capacity as receiver and manager appointed, without security, over all property, assets and undertakings of the Respondent and as such have knowledge of the matters to which I hereinafter depose.

2. Attached as **Exhibit "A"** to this my Affidavit is a true copy of my account issued by GA to the Receiver for the period between July 8, 2025 to September 7, 2025.

3. I submit that the hourly rates charged are reasonable and comparable with other law firms within the City of Vaughan of equivalent competence and expertise in the bankruptcy area.

SWORN BEFORE ME by in person at the City of Toronto, in the Province of Ontario on this 8th day of September, 2025, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely



ALLAN LIPMAN



TALI GREEN

Schedule "A"

GREEN ADVOCACY

INVOICE

1050 Finch Ave West, Suite 201
 Toronto, ON M3J 2E2
 (647) 273 7467

DATE: September 7, 2025
INVOICE # 1
FOR: Services Rendered per Description Below

HST # 72611 7534

BILL TO:
 Joanne Russo
Russo@Russocanhelp.com

Legal Services (July 8-September 7, 2025)	HOURS	RATE	AMOUNT
Initial meeting with client and creditors to discuss project and plan for next steps	0.60	\$450.00	\$ 270.00
Review receivership application to understand chronology of events.	1.20	\$450.00	\$ 540.00
Prepare opinion letter as to enforceability of security	0.90	\$450.00	\$ 405.00
Meet with client to discuss plans for securing, insuring, and selling property.	0.60	\$450.00	\$ 270.00
Prepare letter to Depositors	0.40	\$450.00	\$ 180.00
Consider issue of Lien on property and prepare advice re same	0.50	\$450.00	\$ 225.00
Review correspondence from Depositors and prepare letter re same	0.50	\$450.00	\$ 225.00
Attend meeting with client and creditors' counsel to discuss key issues and required next steps; prepare summary of notes re same	1.20	\$450.00	\$ 540.00
Review financial documents, including bank statements, provided to client	0.40	\$450.00	\$ 180.00
Prepare for examination of Carl Strand	1.50	\$450.00	\$ 675.00
Attend meeting with mortgagees to discuss interest in purchasing property	0.80	\$450.00	\$ 360.00
Schedule and prepare Aide Memoire for appointment to schedule motion to approve first report and bankruptcy order	2.10	\$450.00	\$ 945.00
Attend chambers appointment to schedule motion to approve first report	0.30	\$450.00	\$ 135.00
Edit First Report of the Receiver	6.50	\$450.00	\$ 2,925.00
Prepare first draft of Factum for Motion to approve First Report and Bankruptcy Order	2.90	\$450.00	\$ 1,305.00
Prepare Fee Affidavit and Notice of Motion for motion; review Receiver's Fee Affidavit and advise re same	1.80	\$450.00	\$ 810.00
Finalize Receiver's First Report, Motion Record and Orders	3.50	\$450.00	\$ 1,575.00
Total Hours	25.70	SUBTOTAL	\$ 11,565.00
		HST	\$ 1,503.45
		Total Legal Fees	\$ 13,068.45

Legal Services (July 8-September 7, 2025)	HOURS	RATE	AMOUNT
Disbursements (HST Incl.)			
Service of Notice of Examination on Carl Strand			\$397.08
Service of Notice of Examination on William Carley			\$338.33
Goodfact (1 Active Matter x 2 Months)			\$282.50
TOTAL fees + disbursements			\$ 14,086.36
Paid from Trust			\$ -
Balance in Trust			\$ -
Total Due			\$ 14,086.36

THANK YOU FOR YOUR BUSINESS!

MARPER HOLDINGS LIMITED

-and-

FOXPARK DEVELOPMENT CORPORATION

Applicant

Respondent

Court File No.: CV-25-00741138-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at
TORONTO

**FEE AFFIDAVIT OF TALI GREEN
(COUNSEL FOR RECEIVER, RUSSO
CORP)**

GREEN ADVOCACY
1050 Finch Ave West, Suite 201
Toronto, ON M3J 2E2

Tali Green (LSUC # 74573M)
Email: tgreen@greenadvocacy.ca
Tel: 647-273-7467

Lawyer for the Receiver, Russo Corp.

Receiver's Interim Statement of R&D

dated January 5, 2026

Appendix G

COURT APPOINTED RECEIVERSHIP -FOXPARK DEVELOPMENT CORPORATION
Receiver's 2nd Interim Statement of Receipts and Disbursements
Period from July 7th, 2025 to January 5, 2026

RECEIPTS

Third Party Gurantee on Fees	\$	99,982.50	
Proceeds from Debtor bank account	\$	239.30	
Interest Allocation	\$	76.06	

TOTAL RECEIPTS **\$ 100,297.86**

DISBURSEMENTS

Receivership OR filing fee	\$	83.96	
Caledon Creek Construction	\$	34,432.35	Note 1
TD Bank fee (cancelled Cheques)	\$	285.00	
Insurance	\$	37,202.76	Note 2
Milegae	\$	75.28	
Printing and Photocopies	\$	<u>152.69</u>	

TOTAL DISBURSEMENTS **\$ 72,232.04**

BALANCE HELD IN TRUST **\$ 28,065.82**

NOTES

Note 1

Fencing- Installed to secure the site per Building Code (Construction Progress Report July 18, 2025)
 Security Camera- Security cameras installed on the property (Construction Progress Report July 18, 2025)
 Notice- Sign placed on site to indicate Russo Corp. Receivership
 Supply and install new locks on all units Locks changed on all units (Construction Progress Report July 18, 2025)
 Site visit, review of exisitng protection mea: Work plan (all in, mileage, labour, preparation of drawings
 Monthly fencing fee, engineering Reports, removal of trees and clean up costs, monthly snow removal, grass cutting, site vists , security camera monthly fees

Note 2

Monthly insurance costs period commencing August 2025 to January 2026 \$5,314.68 monthly cost

Receiver's Fee Affidavit dated

January 5, 2026

Appendix H

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

MARPER HOLDINGS LIMITED

Applicant

- and -

FOXPARK DEVELOPMENT CORPORATION

Respondent

AFFIDAVIT OF JOANNE RUSSO

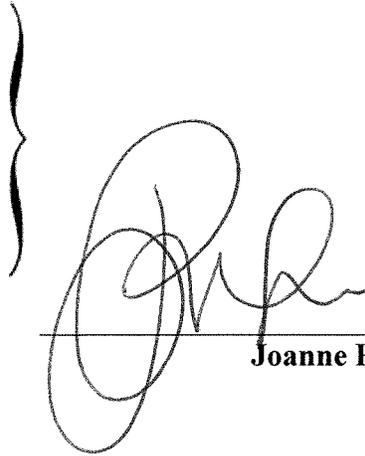
I, Joanne Russo, of the Town of Aurora, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

1. I am a Receiver and Manager with Russo Corp. (the “**Receiver**”) in its capacity as receiver appointed, without security, over all property, assets and undertakings of the Respondent and as such have knowledge of the matters to which I hereinafter depose. I verily believe to be true all matters that I depose to which I do not have first-hand knowledge of based on my review of the file.
2. Now produced and shown to me and marked as **Exhibit “A”** to this my Affidavit is a true copy of our statement of account for the period between September 7, 2025, and January 5, 2026.
3. I submit that the hourly rates charged are reasonable and comparable with other Licensed Insolvency Trustees acting in their capacity as Receiver and Manager of the City of Toronto of equivalent competence and expertise in the bankruptcy area.

SWORN BEFORE ME in person at the
Town of Aurora, in the Province of Ontario on
this 2nd day of January, 2026, in accordance
with O. Reg. 431/20, Administering Oath or
Declaration Remotely



COMMISSIONER OF OATHS



Joanne Russo

Anna Maria Equitz, a Commissioner, etc.,
Province of Ontario, for Russo Corp.
Expires June 13, 2028

MARPER HOLDINGS LIMITED
Applicant

-and-

FOXPARK DEVELOPMENT CORPORATION
Respondent

Court File No. CV-25-00741138-00C

ONTARIO
SUPERIOR COURT OF
JUSTICE
COMMERCIAL LIST
Proceedings commenced at
TORONTO

AFFIDAVIT

RUSSO CORP
Licensed Insolvency Trustee
78 Wellington Street East
Aurora, Ontario
L4G 1H8
Tel: (416) 723-5232

Joanne Russo, LIT, President
Email: russo@russocanhelp.com
Receiver and Manager

Detailed Time Entry Report

File Name: Foxpark Development Corporation
 Debtor Name: Foxpark Development Corporation
 WIP Date From: September 7, 2025
 WIP Date To: January 5, 2026
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
31-Oct-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	1.75	0.00	1,006.25
Note	Finalization and preparation of Second Supplementary Report; discussions with Counsel					
02-Nov-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	0.90	0.00	517.50
Note	Various email exchanges with creditors and counsel regarding sale process and order- From: Michelle Charlebois <charleboism431@yahoo.ca> Sent: Sunday, November 2, 2025 2:26 PM To: Tali Green <tgreen@greenadvocacy.ca>					
03-Nov-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	0.75	0.00	431.25
Note	Drafted Letter to Carley, discussions with Counsel- From: James Quigley <jsquigley@szklaw.ca> Sent: Monday, November 3, 2025 7:32 AM To: Joanne Russo <russo@russocanhelp.com>					
05-Nov-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	1.15	0.00	661.25
Note	meeting with Realtor- review and discuss sale process; meeting with Counsel ; various email exchanges; upload Order on case website					
07-Nov-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	1.50	0.00	862.50
Note	Review Listing Agreement and MLS Listing to the Sale Process Order ;meeting with Realtor					
07-Nov-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	1.25	0.00	718.75
Note	Review email and : Appeal Case Management Officer, RE: Notice of Motion for Leave to Appeal for Court File: CV-25-00741138-00CL with Corrections to James Quigley's False Claims in his Email of November 6, 2025; discussions with counsel; various email exchanges					
10-Nov-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	0.75	0.00	431.25
Note	Paid invoices- updated time dockets- Attached please find the November invoice for the above estate. Insolvency Account Executive & Programs Practice Leader					

Detailed Time Entry Report

File Name: Foxpark Development Corporation
 Debtor Name: Foxpark Development Corporation
 WIP Date From: September 7, 2025
 WIP Date To: January 5, 2026
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
14-Nov-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	1.50	0.00	862.50
<i>Note</i>	Email exchanges with Realtor; counsel- marketing plan- <ul style="list-style-type: none"> • MLS LISTING APPROVED & GO LIVE BY NOVEMBER 28TH, 2025 --MNET PIPELINE /COSTAR/LOOPNET/SPACELIST LISTINGS - TO GO LIVE AS OF NOVEMBER 28TH, 2025 • MARKETING OM -- TO BE PREPPED APPROVED BY NOVEMBER 14TH 2025 • LINKEDIN SOCIAL MEDIA POST APPROVED BY NOVEMBER 14TH, 2025 & SCHEDULED TO RUN BY NOVEMBER 28TH, 2025 • SIGNAGE MOCK UP TO BE APPROVED BY NOVEMBER 14TH 2025 & THEN ORDERED FOR INSTALLATION • NEWSPAPER ADS -- DRAFT/MOCK UP THIS WEEK, DECIDE ON WHERE TO RUN & NEEDS TO BE APPROVED BY NOVEMBER 14TH, 2025 & TO BE COMPLETED & SCHEDULED TO RUN BY NOVEMBER 28TH, 2025 • CC BLAST TEMPLATE & NDA -- TO BE APPROVED BY NOVEMBER 14TH, 2025 • HAVE WE RECEIVED RECEIVER PSA TEMPLATE & SAME TO BE INCLUDED IN THE DATAROOM & TO BE COMPLETED BY NOVEMBER 21ST 2025 • HAS DATAROOM BEEN UPDATED -- LOADED BY RECEIVER TO BE COMPLETED BY NOVEMBER 21ST 2025 • OUR MARKETING PLAN RE BLASTS --- WHEN & TO WHOM -- FIRST ROUND TO GO OUT BY WEEK ENDING NOVEMBER 28TH 2025 • REPORTING STRUCTURE & TIMETABLE 					
14-Nov-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	2.75	0.00	1,581.25
<i>Note</i>	Created Google link with site drawings- plans and permits- created data room documents- Hi David we have created the following google link, which we will now begin adding the permits, inspection reports, etc. https://docs.google.com/document/d/1146DCdGfEHqYfT-H_N6oK_ANSyTSLYdfH0xQxvphuc8/edit?usp=sharing					
Regards,						
27-Nov-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	0.80	0.00	460.00
<i>Note</i>	Discussions with perspective purchasers Please meet David and Raffaele, they are the listed Agents with respect to the captioned Property. We encourage you to reach out to either David/Raffaele regarding your interest in the Property.- email exchanges					

Detailed Time Entry Report

File Name: Foxpark Development Corporation
 Debtor Name: Foxpark Development Corporation
 WIP Date From: September 7, 2025
 WIP Date To: January 5, 2026
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
27-Nov-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	0.45	0.00	258.75
Note	From: Paula Cooke <civillaw@chinandorrlawyers.ca> Sent: Thursday, November 27, 2025 3:54:37 PM To: Tali Green <tgreen@greenadvocacy.ca> Cc: Julie Amyotte <Juliea@chinandorrlawyers.ca>; Paula Cooke <civillaw@chinandorrlawyers.ca> Subject: Foxpark Development Corporation – Receivership Court File No. CV-25-00741138-00CL					
28-Nov-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	0.75	0.00	431.25
Note	Please find attached correspondence from Ms. Amyotte with respect to the above-referenced matter. TO GO LIVE AS OF NOVEMBER 28TH, 2025 <ul style="list-style-type: none"> MARKETING OM – TO BE PREPPED APPROVED BY NOVEMBER 14TH 2025 • LINKEDIN SOCIAL MEDIA POST APPROVED BY NOVEMBER 14TH, 2025 & SCHEDULED TO RUN BY NOVEMBER 28TH, 2025 SIGNAGE MOCK UP TO BE APPROVED BY NOVEMBER 14TH 2025 & THEN ORDERED FOR INSTALLATION NEWSPAPER ADS – DRAFT/MOCK UP THIS WEEK, DECIDE ON WHERE TO RUN & NEEDS TO BE APPROVED BY NOVEMBER 14TH, 2025 & TO BE COMPLETED & SCHEDULED TO RUN BY NOVEMBER 28TH, 2025 CC BLAST TEMPLATE & NDA – TO BE APPROVED BY NOVEMBER 14TH, 2025 HAVE WE RECEIVED RECEIVER PSA TEMPLATE & SAME TO BE INCLUDED IN THE DATAROOM & TO BE COMPLETED BY NOVEMBER 21ST 2025 HAS DATAROOM BEEN UPDATED – LOADED BY RECEIVER TO BE COMPLETED BY NOVEMBER 21ST 2025 OUR MARKETING PLAN RE BLASTS --- WHEN & TO WHOM – FIRST ROUND TO GO OUT BY WEEK ENDING NOVEMBER 28TH 2025 REPORTING STRUCTURE & TIMETABLE 					
02-Dec-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	0.45	0.00	258.75

Detailed Time Entry Report

File Name: Foxpark Development Corporation
 Debtor Name: Foxpark Development Corporation
 WIP Date From: September 7, 2025
 WIP Date To: January 5, 2026
 Trustee Office: Aurora

Date	Code	Staff	File Number	Staff	Hours	Disbursements & Mark Down	Amount
<i>Note</i>	email from Carl Strand; discussions with Counsel- Doug Rawson, Mayor town of Penetanguishene Please insure that this gets circulated to all the towns staff.						
	To other parties that it will concern.						
	This email is being sent to give an up date on this project along with the Appeal that has been filed relating to the sale of this property. Carl Strand, president of Foxpark Development Corporation has been attempting to have the Receiver to agree to finish the project that was allowed by the court.						
05-Dec-2025	340 General administration		Foxpark Development Corporation	Russo, Joanne	0.95	0.00	546.25
<i>Note</i>	email exchanges with Realtor; various email exchanges regarding site visit and property management -Joanne, thx for coordinating the keys & lockboxes to facilitate access. Indeed, we have several parties seeking to attend a site visit & we can now organize for them. FYI, also thought I would forward you an email that I received late Tuesday afternoon, see thread below & related attachment, from Carl Strand, for your files.						
12-Dec-2025	340 General administration		Foxpark Development Corporation	Russo, Joanne	1.15	0.00	661.25
<i>Note</i>	Joanne, Allan Pls find attached our first marketing disposition summary report. Upon review, pls feel free to reach out to either David or I should you want to chat further. Our next update will be the first week of January 2026, as I suspect that activity will slow somewhat during the holiday break.						
15-Dec-2025	340 General administration		Foxpark Development Corporation	Russo, Joanne	0.95	0.00	546.25
<i>Note</i>	From: Allan Lipman <alipman@szklaw.ca> Sent: Monday, December 15, 2025 11:02 AM To: Guglielmelli, Raffaele <Raff.G@marcusmillichap.com>; Joanne Russo <russo@russocanhelp.com> Cc: Gasch, David <David.Gasch@marcusmillichap.com> Subject: RE: 77 Fox Street, Penetanguishene, Ontario Sensitivity: Private- reviewed report; email exchanges; discussion with perspective purchaser						

Detailed Time Entry Report

File Name: Foxpark Development Corporation
 Debtor Name: Foxpark Development Corporation
 WIP Date From: September 7, 2025
 WIP Date To: January 5, 2026
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
15-Dec-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	0.90	0.00	517.50
	<i>Note</i>	<p>----- Forwarded Message ----- From: Guglielmelli, Raffaele <raff.g@marcusmillichap.com> Sent: Monday, December 15, 2025 at 11:57:40 a.m. EST Subject: 77 Fox Street, Penetanguishene Discussions with 3rd interested party; email exchanges and meeting Thx for your patience. As discussed, pls find attached our offering package for this development opportunity in Penetanguishene, Ontario. I also have attached our requisite confidentiality agreement (CA) for your review & execution. This will facilitate access to our diligence dataroom such that you can investigate the offering in greater detail.</p>				
17-Dec-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	0.90	0.00	517.50
	<i>Note</i>	<p>Reviewed 1st offer- Date: December 17, 2025 at 6:02:11?PM EST To: "Guglielmelli, Raffaele" <Raff.G@marcusmillichap.com> Cc: "Gasch, David" <David.Gasch@marcusmillichap.com>, Joanne Russo <russo@russocanhelp.com>, tgreen@greenadvocacy.ca Subject: Fwd: Signing complete: 77 FOX STREET - (Ontario) 500 - Agreement of Purchase and Sale – Commercial</p> <p>Hello Raff, Please see attached offer, I have copied all parties as per the Vendor schedule My client has not decided on their legal team for this transaction yet. discussions with REALTOR; discussions with Counsel;</p>				
17-Dec-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	1.15	0.00	661.25

Detailed Time Entry Report

File Name: Foxpark Development Corporation
 Debtor Name: Foxpark Development Corporation
 WIP Date From: September 7, 2025
 WIP Date To: January 5, 2026
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
<i>Note</i>	Sent: Wednesday, December 17, 2025 3:53 PM Subject: Introduction - re 77 Fox Street, Penetanguishene, ON					
	Mauro, following up our earlier chat, I am reaching out with a follow up email. As discussed, myself and my business partner, are interested in purchasing the property located at 77 Fox Street, Penetanguishene, ON which, as you know, is in receivership administered by the trustee, Joanne Russo. Discussions with interested 2nd party; discussions with Broker for purchaser and discussions with Realtor					
01-Dec-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	0.75	0.00	431.25
<i>Note</i>	Discussions with Counsel regarding Carl's Appeal- reviewed appeal-From: Tali Green <lgreen@greenadvocacy.ca> Sent: Monday, December 22, 2025 7:01 PM To: Joanne Russo <russo@russocanhelp.com>; Allan Lipman <alipman@szklaw.ca> Subject: Fw: Request Motion for Leave to Appeal – Court File No. CV-25-00741138-00CL -- Notice of Appeal					
	FYI... Carl trying to appeal again...					
29-Dec-2025	340 General administration	Foxpark Development Corporation	Russo, Joanne	1.50	0.00	862.50
<i>Note</i>	Reviewed and assembled appendixes- Second Report- From: Tali Green <lgreen@greenadvocacy.ca> Sent: Monday, December 29, 2025 8:00 AM To: Joanne Russo <russo@russocanhelp.com> Cc: Allan Lipman <alipman@szklaw.ca> Subject: Foxpark - Second Report of Receiver					
01-Jan-2026	340 General administration	Foxpark Development Corporation	Russo, Joanne	2.50	0.00	1,437.50
<i>Note</i>	Finalized Second Report; Affidavits; WIP and Interim SRD					

Detailed Time Entry Report

File Name: Foxpark Development Corporation
 Debtor Name: Foxpark Development Corporation
 WIP Date From: September 7, 2025
 WIP Date To: January 5, 2026
 Trustee Office: Aurora

Date	Code	File Number	Staff	Hours	Disbursements & Mark Down	Amount
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Summary

Time charged: 25.50
 Amount charged for time: 14,662.50
 Disbursements charged: 0.00
 Time and disbursement: 14,662.50
 Mark Down: 0.00

Summary By Code

Code	Time Charged	Amount Charged	Disbursements	Mark Down
340 - General administration	25.50	14,662.50	0.00	0.00

Summary By Staff

Staff	Time Charged	Amount Charged	Disbursements	Mark Down
Russo, Joanne	25.50	14,662.50	0.00	0.00

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

B E T W E E N:

MARPER HOLDINGS LIMITED

Applicant

-and-

FOXPARK DEVELOPMENT CORPORATION

Respondent (Debtor)

**FEE AFFIDAVIT OF TALI GREEN
(COUNSEL FOR RECEIVER, RUSSO CORP)**

I, Tali Green, of the City of Vaughan, in the Province of Ontario, MAKE OATH AND SAY AS
FOLLOWS:

1. I am a sole practitioner with the law firm Green Advocacy (“GA”), lawyers for Russo Corp (the “**Receiver**”) in its capacity as receiver and manager appointed, without security, over all property, assets and undertakings of the Respondent and as such have knowledge of the matters to which I hereinafter depose.

2. Attached as **Exhibit “A”** to this my Affidavit is a true copy of my account issued by GA to the Receiver for the period between September 7, 2025 to January 5, 2026.

3. I submit that the hourly rates charged are reasonable and comparable with other law firms within the City of Vaughan of equivalent competence and expertise in the bankruptcy area.

SWORN BEFORE ME remotely by Tali Green in the City of Vaughan before me at the City of Toronto on this 6th day of January, 2026, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely



Allan Lipman
Allan Lipman (Jan 6, 2026 13:26:44 EST)

ALLAN LIPMAN

TALI GREEN

Exhibit "A"

GREEN ADVOCACY

INVOICE

1050 Finch Ave West, Suite 201
 Toronto, ON M3J 2E2
 (647) 273 7467

DATE: January 5, 2026
INVOICE # 2
FOR: Services Rendered per
 Description Below

HST # 72611 7534

BILL TO:
 Joanne Russo
Russo@Russocanhelp.com

Legal Services (September 8, 2025-January 5, 2026)	HOURS	RATE	AMOUNT
Prepare Supplement to First Report of the Receiver to include Interim SRD and Approval of Activities Order	0.70	\$450.00	\$ 315.00
Prepare for hearing before Justice Kimmel on Sept 29, 2025	1.80	\$450.00	\$ 810.00
Attend hearing before Justice Kimmel on Sept 29, 2025	2.50	\$450.00	\$ 1,125.00
Prepare Second Supplement to First Report of the Receiver with recommendation regarding Broker and New Sale Process	2.90	\$450.00	\$ 1,305.00
Prepare for case conference before Justice Kimmel on Nov 4, 2025	0.80	\$450.00	\$ 360.00
Attend Case Conference before Justice Kimmel on Nov 4, 2025	0.50	\$450.00	\$ 225.00
Review Listing Agreement and Discussion re same with M&M	1.30	\$450.00	\$ 585.00
Review Marketing Materials and consider issues arising during New Sale Process	1.10	\$450.00	\$ 495.00
Prepare Second Report of the Receiver and Review Appendices	2.10	\$450.00	\$ 945.00
Total Hours	13.70	SUBTOTAL	\$ 6,165.00
		HST	\$ 801.45
		Total Legal Fees	\$ 6,966.45
Disbursements (HST Incl.)			
Goodfact (1 Active Matter x 3 Months)			\$282.50
TOTAL fees + disbursements			\$ 7,248.95
Paid from Trust			\$ -
Balance in Trust			\$ -
Total Due			\$ 7,248.95

THANK YOU FOR YOUR BUSINESS!

MARPER HOLDINGS LIMITED

-and-

FOXPARK DEVELOPMENT CORPORATION

Applicant

Respondent

Court File No.: CV-25-00741138-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at
TORONTO

FEE AFFIDAVIT OF TALI GREEN
(COUNSEL FOR RECEIVER)

GREEN ADVOCACY
1050 Finch Ave West, Suite 201
Toronto, ON M3J 2E2

Tali Green (LSUC # 74573M)
Email: tgreen@greenadvocacy.ca
Tel: 647-273-7467

Lawyer for the Receiver, Russo Corp.