

**Supplement to Fourth Report of
AlixPartners Restructuring, Inc.
as Receiver and Manager
of 2460467 Ontario Inc.**

October 19, 2026

Contents	Page
1.0 Introduction.....	1
1.1 Purposes of this Report.....	1
1.2 Restrictions.....	2
1.3 Currency	2
2.0 Background	2
2.1 The Assignment and Amendment Agreement.....	3
3.0 Occupancy Dates	3
4.0 Conclusion.....	4
 Appendix	 Tab
Assignment and Amendment Agreement	A

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

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

DUCA FINANCIAL SERVICES CREDIT UNION LTD

APPLICANT

- AND -

2460467 ONTARIO INC.

RESPONDENT

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

**SUPPLEMENT TO FOURTH REPORT OF
ALIXPARTNERS RESTRUCTURING, INC.
AS RECEIVER AND MANAGER**

OCTOBER 19, 2026

1.0 Introduction

1. This report (the “**Supplemental Report**”) supplements the Fourth Report to Court of AlixPartners Restructuring, Inc. dated September 18, 2026 (the “**Fourth Report**”) and should be read in conjunction with the Fourth Report.
2. Unless otherwise stated, capitalized terms used in this Supplemental Report and not otherwise defined herein have the meanings given to them in the Fourth Report.

1.1 Purposes of this Report

1. The purposes of this Supplemental Report are to:
 - a) inform the Court of concerns expressed by HCRA regarding the proposed Project Completion Agreement attached to the Fourth Report;

- b) seek, in place of the Project Completion Agreement, approval of an Assignment and Amendment Agreement among the Receiver, Fusioncorp and 59 PM dated October 19, 2026 (the “**Assignment and Amendment Agreement**”), assigning, transferring and conveying all right, title, interest under the Completion Agreement and CCDC (together, the “**Contract**”) from Fusioncorp to 59 PM; and
- c) recommend that the Court issue an Order authorizing and directing the Receiver to enter into the Assignment and Amendment Agreement and permitting the Receiver to take such steps and to execute and deliver such additional documentation as may be necessary or desirable to give effect to the Assignment and Amendment Agreement.

1.2 Restrictions

1. This Supplemental Report is subject to the restrictions set out in Section 1.2 of the Fourth Report.

1.3 Currency

1. All currency references in this Supplemental Report are in Canadian dollars.

2.0 Background

1. As described in the Fourth Report, after learning of the Fund Diversion Issue, the Receiver sought the approval of Tarion and HCRA of the Receiver’s proposal to complete construction of the Project on the terms set out in the Project Completion Agreement with Fusioncorp.
2. On September 21, 2026, HCRA informed the Receiver that it was not prepared to consent to Fusioncorp continuing in its role as construction manager of the Project and, for that reason, would not support the Project Completion Agreement. HCRA advised, however, that it would consent to an assignment of the CCDC to 59 PM, which is acting as an advisor to the Receiver on the Project. On September 22, 2026, the Receiver therefore withdrew its motion seeking the Court’s approval of the Project Completion Agreement while it negotiated the Assignment and Amendment Agreement with 59 PM.
3. 59 PM is the “owner representative” in respect of the Project and, as a result of that role, is familiar with the status of the Project and the work required to complete the Project. The Receiver understands that Duca supports the Assignment and Amendment Agreement and Tarion and HCRA have consented to the terms of the Assignment and Amendment Agreement.

2.1 The Assignment and Amendment Agreement

1. The following is a summary of the key proposed terms of the Assignment and Amendment Agreement:
 - a) as of the effective time of the assignment, Fusioncorp will assign, and 59 PM will assume, all rights and obligations of Fusioncorp under the Contract except that 59 PM will not have any obligation to repair or incur costs related to any work performed on the Project by Fusioncorp;
 - b) the payment process under the Contract will be amended to permit payment directly to subcontractors and trade suppliers, by the Receiver on behalf of the construction manager;
 - c) 59 PM will retain the Delegates for the purpose of completing the Project; and
 - d) all parties to the Assignment and Amendment Agreement, but specifically, the Receiver and Fusioncorp, expressly reserve their rights and remedies in respect of any liability or claims against each other arising during or relating to the period prior to the effective date of the assignment.
3. A copy of the Assignment and Amendment Agreement is attached as **Appendix "A"**.

3.0 Occupancy Dates

1. The Fund Diversion Issues discussed in the Fourth Report caused substantial delay on the Project, including a loss of confidence by the sub-contractors, most of which have resumed providing services to the Project. However, the delays resulting from the Fund Diversion Issue have once again caused the Receiver to extend the occupancy date for the units. The most recent and updated target occupancy dates are provided in the table below.

Block	Most Recent Occupancy Date	Present Target Occupancy Date
A	November 9, 2026	December 14, 2026
B	November 13, 2026	December 15, 2026
C	November 2, 2026	December 2, 2026
D	November 2, 2026	December 3, 2026

4.0 Conclusion

1. Based on the foregoing, the Receiver respectfully recommends that this Court grant the relief sought out in Section 1.1.1(c) above.

* * *

All of which is respectfully submitted,

AlixPartners Restructuring, Inc.

**ALIXPARTNERS RESTRUCTURING, INC.
IN ITS CAPACITY AS RECEIVER AND MANAGER OF
2460467 ONTARIO INC.
AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY**