

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

THE HONOURABLE)	MONDAY, THE 22 ND
)	
JUSTICE J. DIETRICH)	DAY OF SEPTEMBER, 2025

B E T W E E N:

KINGSETT MORTGAGE CORPORATION

Applicant

- and -

SUNRISE ACQUISITIONS (HWY 7) INC.

Respondent

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

DISTRIBUTION AND DISCHARGE ORDER

THIS MOTION, made by KSV Restructuring Inc. ("**KSV**"), in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of all of the assets, undertakings and properties of Sunrise Acquisitions (Hwy 7) Inc. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor (collectively, the "**Property**"), for an order, among other things (i) approving the assignment (the "**Assignment Transaction**") contemplated by the Assignment of Judgment dated September 15, 2025 (the "**Assignment**"), a copy of which is appended hereto as Schedule "A", in favour of the Sorrenti Trustee (as defined below), and the Assignment Agreements (as defined below), (ii) authorizing and directing the Receiver to establish the Administrative Reserve (as defined below), (iii) approving the Reports (as defined below), including the Fourth Report of the Receiver dated September 16, 2025 (the "**Fourth Report**") and the activities of the Receiver set out therein, (iv) approving the fees and

disbursements of the Receiver and its counsel, Bennett Jones LLP (the "**Bennett Jones**"), as set out in the Fourth Report and the Fee Affidavits, (v) approving the Fee Accrual of the Receiver and Bennett Jones for the completion of the remaining activities in these proceedings, (vi) discharging KSV as the Receiver of the Property of the Debtor upon the completion of the Remaining Matters, and (vii) releasing KSV from any and all liability, as set out in paragraph 19 of this Order, was heard this day by judicial videoconference via Zoom.

ON READING the Notice of Motion and Motion Record of the Receiver, the Fourth Report and the Appendices thereto, the Amended and Restated Order of the Honourable Justice Osborne dated April 14, 2023 (the "**Judgment**"), the Settlement Approval Order of the Honourable Justice Osborne dated May 8, 2023 (the "**Settlement Order**"), and on hearing the submissions of counsel for the Receiver and counsel for FAAN Mortgage Administrators Inc. in its capacity as Court-appointed trustee (in such capacity, the "**Sorrenti Trustee**") over all of the assets, undertakings and properties of Derek Sorrenti and Sorrenti Law Professional Corporation (together, "**Sorrenti**") in respect of the Sorrenti syndicated mortgage loan administration business, and such other counsel that were present, no one else appearing although duly served as evidenced by the affidavit of service, filed:

SERVICE AND DEFINED TERMS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion, the Motion Record and the Fourth Report 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 have the meanings ascribed to them in the Fourth Report or the Receivership Order of the Honourable Justice Wilton-Siegal granted in these proceedings on June 9, 2021 (the "**Receivership Order**"), as applicable.

ASSIGNMENT OF THE JUDGMENT

3. **THIS COURT ORDERS** that the Assignment Transaction is hereby approved, and the execution of the Assignment by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver and the Sorrenti Trustee may agree upon. The Receiver and the Sorrenti Trustee are hereby authorized and directed to perform their respective obligations

under the Assignment and to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Assignment Transaction.

4. **THIS COURT ORDERS** that the assignment agreement dated September 15, 2025 (the "**Desjardins Assignment Agreement**"), between the Receiver and the Sorrenti Trustee, pursuant to which the Receiver agreed to assign to the Sorrenti Trustee the Priority Agreement dated October 4, 2024, among, *inter alios*, Caisse Desjardins Ontario Credit Union Inc. ("**Desjardins**") and the Receiver (the "**Desjardins Priority Agreement**"), and the assignment agreement dated September 15, 2025 (together with the Desjardins Assignment Agreement, the "**Assignment Agreements**"), between the Receiver and the Sorrenti Trustee, pursuant to which the Receiver agreed to assign to the Sorrenti Trustee the Priority Agreement dated October 4, 2024, among, *inter alios*, Westmount Guarantee Services Inc. ("**Westmount**") and the Receiver (together with the Desjardins Priority Agreement, the "**Priority Agreements**"), are hereby approved, and the execution of the Assignment Agreements by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver, Sorrenti Trustee, and Desjardins or Westmount, as applicable, may agree upon. The Receiver and the Sorrenti Trustee are hereby authorized and directed to perform their respective obligations under the Assignment Agreements and to take such additional steps and execute such additional documents as may be necessary or desirable for the Assignment Agreements.

5. **THIS COURT ORDERS** that this Order shall constitute the only authorization required by the Receiver and the Sorrenti Trustee to proceed with the Assignment Transaction and the Assignment Agreements and no other approvals shall be required in connection therewith.

VESTING OF THE JUDGMENT

6. **THIS COURT ORDERS** that upon the effective date of the Assignment (the "**Effective Date**"), subject to the Priority Agreements and the Assignment Agreements and the rights contained therein, all of the right, title and interests of the Receiver and the Debtor in, to and under the Judgment, including, without limitation, all writs of seizure and sale registered by or on behalf of the Receiver in connection therewith (collectively, the "**Writs**"), all notices of garnishment in connection therewith (collectively, the "**Garnishments**"), all monies recoverable under each of the foregoing, all advantages to be derived from each of the foregoing, and all other rights, benefits and interests connected to or arising under the Judgment, the Writs, and the

Garnishments, shall be assigned, conveyed and transferred to and assumed by the Sorrenti Trustee, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, rights of distraint, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**"), including, without limiting the generality of the foregoing: (a) any encumbrances or charges created by the Receivership Order, including the Receiver's Charge and the Receiver's Borrowings Charge; and (b) all charges, security interests, or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (collectively, the "**Encumbrances**"), save and except for as otherwise contemplated in the Priority Agreements and the Assignment Agreements and the Sorrenti Charge and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Judgment, save and except for as otherwise contemplated in the Priority Agreements and the Assignment Agreements and the Sorrenti Charge, are hereby expunged and discharged as against the Judgment.

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

- (a) the pendency of these proceedings;
- (b) the Bankruptcy Order;
- (c) the Debtor's bankruptcy proceedings (the "**Bankruptcy Proceedings**") under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"); and
- (d) any provisions of any federal or provincial legislation,

the Assignment Transaction and the Assignment Agreements authorized herein shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor, including, without limitation, the Trustee, and shall not be void or voidable by creditors of the Debtor, nor shall they constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

8. **THIS COURT ORDERS** that, from and after the Effective Date, subject to the Priority Agreements, the Assignment Agreements and paragraph 10 of this Order, and notwithstanding the occurrence of the Termination Time (as defined below) or the discharge of KSV as the Receiver in accordance with this Order, the Receiver is hereby authorized and directed to transfer any amounts received by it in its capacity as Receiver, including without limitation, any cash received pursuant to any of the Writs, Garnishments or undertakings delivered in favour of the Receiver in respect of any of the Acknowledged Debtors (as defined in the Judgment), other than Safana Kodwavi and Mahvesh Hussain, to the Sorrenti Trustee (collectively, the **"Recovered Funds Distribution"**).

9. **THIS COURT ORDERS** that, from and after the Effective Date, and notwithstanding the occurrence of the Termination Time or the discharge of KSV as the Receiver in accordance with this Order, the Sorrenti Trustee shall report any monies realized from or in connection with the Judgment (the **"Sorrenti Trustee's Recovery"**) to the Receiver, Desjardins and Westmount. If the Sorrenti Trustee's Recovery exceeds the aggregate indebtedness secured by the Sorrenti Charge, the Sorrenti Trustee is hereby authorized and directed to provide notice thereof to the Receiver, and bring a motion before the Court for advice and directions on notice to the Service List (as defined below).

ADMINISTRATIVE RESERVE

10. **THIS COURT ORDERS** that the Receiver is hereby authorized and directed to establish a cash reserve (the **"Administrative Reserve"**) from the Debtor's cash on hand and receivables in an amount determined by the Receiver, in consultation with the Sorrenti Trustee, as being reasonably sufficient for the payment of:

- (a) the professional fees and disbursements of the Receiver and Bennett Jones incurred or to be incurred in connection with these proceedings, including, without limitation, any outstanding claims secured by the Receiver's Charge, and the Fee Accrual;
- (b) the fees and disbursements of the Trustee and Bennett Jones incurred or to be incurred in connection with the Bankruptcy Proceedings; and

- (c) any other contingent amounts the Receiver deems appropriate in the circumstances to ensure the availability of sufficient funding to undertake and complete the administration of these proceedings and the Bankruptcy Proceedings, and all ancillary activities in connection therewith, including, without limitation, the Remaining Matters and the Incidental Matters (as defined below).

11. **THIS COURT ORDERS** that, subject to the occurrence of the Termination Time and the completion of the Incidental Matters, the Receiver is hereby authorized and directed to transfer the remaining cash in the Administrative Reserve to the Sorrenti Trustee (the "**Residual Distribution**").

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

- (a) the pendency of these proceedings;
- (b) the Bankruptcy Order;
- (c) the Bankruptcy Proceedings; and
- (d) any provisions of any federal or provincial legislation,

the Recovered Funds Distribution, the Residual Distribution and any and all distributions made to the Sorrenti Trustee in accordance with paragraph 4 of the Settlement Order from and after the date of this Order (collectively, the "**Distributions**"), shall be made free and clear of and from any and all Encumbrances, including, for greater certainty, the Sorrenti Charge, shall be final and irreversible and shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor, including, without limitation, the Trustee, and shall not be void or voidable by creditors of the Debtor, nor shall they constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

13. **THIS COURT ORDERS** that the Receiver and any other Person facilitating the Distributions pursuant to this Order or paragraph 4 of the Settlement Order shall be entitled to deduct and withhold from any Distribution such amounts as may be required to be deducted or withheld under any applicable law and to remit such amounts to the appropriate governmental authority or other Person entitled thereto as may be required by such law. To the extent that amounts are so withheld or deducted and remitted to the appropriate governmental authority or other Person entitled thereto, such withheld or deducted amounts shall be treated for all purposes as having been paid pursuant to this Order.

APPROVAL OF THE RECEIVER'S REPORTS, ACTIVITIES AND FEES

14. **THIS COURT ORDERS** that the Third Report of the Receiver dated October 20, 2021, the Supplement to the Third Report of the Receiver dated February 25, 2022, the Second Supplement to the Third Report of the Receiver dated August 8, 2022, the Third Supplement to the Third Report of the Receiver dated November 4, 2022, the Fourth Supplement to the Third Report of the Receiver dated April 28, 2023, the Fourth Report (collectively, the "**Reports**") and the activities of the Receiver set out therein be and are hereby approved; provided however, that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

15. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and Bennett Jones, as set out in the Fourth Report and the Fee Affidavits, be and are hereby approved.

16. **THIS COURT ORDERS** that the Fee Accrual for the Receiver and Bennett Jones in connection with the completion of the Receiver's remaining duties in these proceedings, as set out in the Fourth Report, be and is hereby approved.

THE RECEIVER'S DISCHARGE

17. **THIS COURT ORDERS** that, upon service on the service list in these proceedings (the "**Service List**") of an executed certificate in substantially the form attached hereto as Schedule "B" certifying that all matters to be attended to in connection with these proceedings, including, without limitation, the Remaining Matters, have been completed to the satisfaction of the Receiver (the "**Receiver's Discharge Certificate**"), KSV shall be discharged as Receiver of the Property of the Debtor (the "**Termination Time**"), provided however, that notwithstanding its

discharge KSV shall: (i) remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein (collectively, the "**Incidental Matters**"); and (ii) continue to have the benefit of any and all rights, approvals and protections in favour of the Receiver at law, pursuant to the BIA, and the provisions of all Orders made in these proceedings, including all approvals, protections and stays of proceedings in favour of KSV in its capacity as Receiver, including, without limitation, in connection with the completion of the Incidental Matters. Subject to further Order of this Court, the Termination Time shall not occur prior to the Effective Date.

18. **THIS COURT ORDERS AND DIRECTS** the Receiver to file a copy of the Receiver's Discharge Certificate with the Court as soon as practical following service thereof on the Service List.

RELEASE

19. **THIS COURT ORDERS AND DECLARES** that, upon the Termination Time, KSV and its current and former affiliates, directors, officers, partners, managers, employees, agents, advisors (including, without limitation, its legal advisor, Bennett Jones, and financial advisors) and shareholders (collectively, the "**Released Persons**" and each, a "**Released Person**") shall be forever irrevocably released and discharged from any and all liability that any Released Person now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of KSV while acting in its capacity as Receiver herein (including, without limitation, as it relates to any Remaining Matters or Incidental Matters), or these proceedings, save and except for any act or omission that is finally determined by a court of competent jurisdiction to have constituted gross negligence or wilful misconduct on the part of the applicable Released Person(s). Without limiting the generality of the foregoing, upon the service of the Receiver's Discharge Certificate on the Service List, the Released Persons shall be deemed to be forever irrevocably released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in these proceedings, save and except for any act or omission that is finally determined by a court of competent jurisdiction to have constituted gross negligence or wilful misconduct on the part of the applicable Released Person(s).

20. **THIS COURT ORDERS** that, without limiting paragraph 19 of this Order, no action or other proceeding shall be commenced against any Released Person in any way arising from or

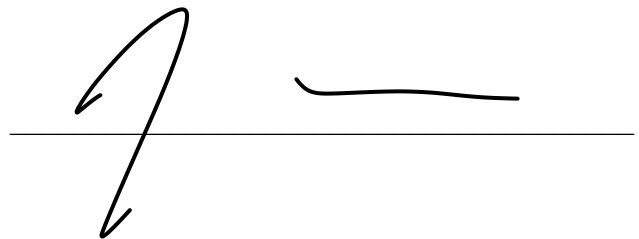
related to these proceedings, except with prior leave of this Court on a motion served on not less than twenty (20) days' prior notice to the Receiver and any other applicable Released Person(s) and upon further order securing, as security for costs, the full indemnity costs of the applicable Released Person(s) in connection with any proposed action or proceeding as the Court hearing the motion for leave to proceed may deem just and appropriate.

GENERAL

21. **THIS COURT ORDERS** that the Receiver may from time to time (including, without limitation, following the Termination Time) apply to this Court to amend, vary or supplement this Order or for advice and directions concerning the discharge of its powers and duties under this Order or the interpretation or application of this Order.

22. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

23. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Eastern Time) on the date of this Order without the need for entry or filing.

A handwritten signature, consisting of a large, stylized 'J' followed by a horizontal line, is written over a horizontal line.

SCHEDULE "A"
ASSIGNMENT OF JUDGMENT

See attached.

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

BETWEEN:

KINGSETT MORTGAGE CORPORATION

Applicant

- and -

SUNRISE ACQUISITIONS (HWY 7) INC.

Respondent

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

ASSIGNMENT OF JUDGMENT

B E T W E E N:

KSV RESTRUCTURING INC., in its capacity as the Court-appointed receiver and manager of all of the assets, undertakings and properties of Sunrise Acquisitions (Hwy 7) Inc.

(in such capacity, the "**Assignor**")

- and -

FAAN MORTGAGE ADMINISTRATORS INC., in its capacity as the Court-appointed trustee of all of the assets, undertakings and properties of Derek Sorrenti and Sorrenti Law Professional Corporation (together, "**Sorrenti**") in respect of the Sorrenti syndicated mortgage loan administration business

(in such capacity, the "**Assignee**")

In the proceedings commenced pursuant to an application of KingSett Mortgage Corporation under subsection 243(1) of the *Bankruptcy and Insolvency Act* (Canada) and section 101 of the *Courts of Justice Act* (Ontario), bearing Court File No. CV-21-00663051-00CL, in the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), the amount of CAD\$14,510,545.24, plus interest at the rate of 4% per year commencing from December 20, 2022 (except on the Occupancy Fees (as defined below) with respect to which interest accrues at a rate of 4% per year commencing from April 14, 2023), and costs in the amount of CAD\$500,000.00 (collectively, the "**Judgment**"), was ordered and adjudged on April 14, 2023, to be due and payable to the Assignor, with liability of the applicable parties as noted below:

1. CAD\$14,334,012 (the "**Primary Indebtedness**") payable forthwith by Sajjad Hussain, Muzammil Kodwavi (together, the "**Principals**"), SH & MK Management Inc., Sunrise Homes Ltd., Sunrise Acquisitions (Bronte) Inc., Sunrise Acquisitions (Unionville) Inc., Sunrise Acquisitions (Keswick) Inc., Sunrise Acquisitions (Keswick II) Inc., Sunrise Acquisitions (Tisdale) Inc., Sunrise Acquisitions (Tisdale II) Inc., Sunrise Acquisitions Inc., Sunrise Acquisitions (Burlington) Inc., IKH Holdings Inc., Amal Financial Inc. and 2303484 Ontario Inc. on a joint and several basis (collectively, with Ms. Kodwavi and Ms. Hussain (each as defined below), the "**Acknowledged Debtors**");
2. CAD\$724,443 payable forthwith by Nayyar Shabbar (the "**Shabbar Indebtedness**");
3. CAD\$132,353.35 and CAD\$44,179.89 (together, the "**Occupancy Fees**") payable forthwith by Safana Kodwavi ("**Ms. Kodwavi**") and Mahvesh Hussain ("**Ms. Hussain**"), respectively, with the Principals being jointly and severally liable with Ms. Kodwavi and Ms. Hussain for these amounts; and
4. CAD\$500,000 (the "**Costs Award**") payable by the Acknowledged Debtors.

FOR GOOD AND VALUABLE CONSIDERATION, the Assignor, effective as of the date the Distribution and Discharge Order (as defined below) is granted, hereby assigns, transfers, and conveys the Judgment, all writs of seizure and sale registered by or on behalf of the Assignor in connection therewith (collectively, the "**Writs**"), including, without limitation, those having registration nos. 22-0000819, 23-0000721, 22-0002288, 22-0000167, 22-0000835,

22-0000677, 22-0001620, 23-0001401, 22-0001018, 22-0003239 and 23-0003508, all notices of garnishment in connection therewith (collectively, the "**Garnishments**"), all monies recoverable under each of the foregoing, all advantages to be derived from each of the foregoing, and all other rights, benefits and interests connected to or arising under the Judgment, the Writs, and the Garnishments, to the Assignee, and subject to and in accordance with the Distribution and Discharge Order, covenants to transfer any proceeds thereof received by it to the Assignee.

AND, the Assignor covenants with the Assignee that, as of the date hereof, the Judgment is in full force and effect and the Judgment remains unsatisfied, save and except for the Shabbar Indebtedness (and all interest thereon), the Occupancy Fees (and all interest thereon), the Costs Award, \$1,616,880 recovered under the Judgment in respect of the Primary Indebtedness, and such further amounts as have been or may be recovered under the Judgment.

AND, subject to the granting of an order of the Court approving this Assignment of Judgment, the assignment contemplated hereby and the assignment agreements between the Assignor and the Assignee consented to by Caisse Desjardins Ontario Credit Union Inc. and Westmount Guarantee Services Inc. (the "**Distribution and Discharge Order**"), the Assignor has the right to assign the Judgment.

DATED on this 15th day of
September, 2025.

KSV RESTRUCTURING INC.,
solely in its capacity as the Court-appointed
receiver and manager of all of the assets,
undertakings and properties of Sunrise
Acquisitions (Hwy 7) Inc., and not in its personal,
corporate or any other capacity



Name: Noah Goldstein
Title: Managing Director

I have authority to bind the Corporation

SCHEDULE "B"

FORM OF RECEIVER'S CERTIFICATE

Court File No.: CV-21-00663051-00CL

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

BETWEEN:

KINGSETT MORTGAGE CORPORATION

Applicant

- and -

SUNRISE ACQUISITIONS (HWY 7) INC.

Respondent

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

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated June 9, 2021, KSV Restructuring Inc. ("**KSV**") was appointed as receiver and manager (in such capacity, the "**Receiver**") without security, of all of the assets, undertakings and properties of Sunrise Acquisitions (Hwy 7) Inc. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor (collectively, the "**Property**").

B. Pursuant to an order of the Court dated September 22, 2025 (the "**Discharge Order**"), KSV is to be discharged as the Receiver of the Property of the Debtor effective upon service on the Service List of a certificate confirming that all matters to be attended to in connection with these proceedings have been completed to the satisfaction of the Receiver.

C. Capitalized terms used but not defined herein have the meanings ascribed to them in the Discharge Order.

THE RECEIVER CERTIFIES the following:

1. All matters to be attended to in connection with these proceedings have been completed to the satisfaction of the Receiver.

2. This Certificate was delivered by the Receiver on the ____ day of _____, 202_.

KSV RESTRUCTURING INC., solely in its capacity as the Court-appointed Receiver and not in its personal, corporate or any other capacity

Per:

Name: Noah Goldstein
Title: Managing Director

KINGSETT MORTGAGE CORPORATION

-and-

SUNRISE ACQUISITIONS (HWY 7) INC.

Applicant

Respondent

Court File No.: CV-21-00663051-00CL

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

Proceedings commenced in Toronto

DISTRIBUTION AND DISCHARGE ORDER

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Lawyers for KSV Restructuring Inc., solely in its capacity as the Court-appointed Receiver and not in its personal, corporate or any other capacity