



**Supplement to Third Report of
KSV Restructuring Inc. as
Receiver of Sunrise Acquisitions
(Hwy 7) Inc.**

February 25, 2022

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COURT FILE NO.: CV-21-00663051-00CL

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

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**

**SUPPLEMENT TO THIRD REPORT OF KSV RESTRUCTURING INC.
AS RECEIVER**

February 25, 2022

1.0 Introduction

1. This supplemental report ("Report") is filed by KSV Restructuring Inc. ("KSV") in its capacity as receiver and manager (in such capacity, the "Receiver") of Sunrise Acquisitions (Hwy 7) Inc. (the "Company").
2. This Report supplements the Receiver's Third Report dated October 20, 2021 (the "Third Report").
3. Unless otherwise stated, capitalized terms used in this Report have the meanings provided to them in the Third Report.

1.1 Restrictions

1. This Report is subject to the restrictions set out in the Third Report.

2.0 Procedural Background

1. In October 2021, the Receiver brought a motion seeking, among other things, the Second Sale Process and Disclaimer Order under which, among other things, the four (4) PSAs would be disclaimed, repudiated and/or terminated. The Spouses did not oppose the relief that was sought by the Receiver, though they did reserve their rights in respect of their alleged entitlement to the Deposits that were purportedly paid under the PSAs in the amount of \$500,000 each (for a cumulative total of \$2,000,000).

2. On October 27, 2021, the Honourable Justice Koehnen granted the Second Sale Process and Disclaimer Order, a copy of which is attached as Appendix "A", together with a copy of Justice Koehnen's endorsement from the motion.
3. In the Second Sale Process and Disclaimer Order, it was ordered that, among other things, the PSAs shall be and are hereby deemed to be terminated, repudiated and/or disclaimed effective as of the date of the Order. The Second Sale Process in respect of the four (4) townhomes subject to the PSAs (collectively, the "Remaining Units" and each a "Remaining Unit") was also approved. Justice Koehnen also prospectively approved transactions for the Remaining Units, subject to certain consents having been obtained, under a separate approval and vesting order dated October 27, 2021 (the "Approval and Vesting Order"), a copy of which is attached as Appendix "B". The Second Sale Process and Disclaimer Order required the Receiver to hold \$500,000 from each sale in trust (the "Deposit Holdback") pending resolution of the issue regarding entitlement to the Deposits. In Justice Koehnen's endorsement, His Honour acknowledged that the parties were working out a litigation schedule to resolve the outstanding issue relating to entitlement to the Deposits.
4. Following the Second Sale Process and Disclaimer Order, the Receiver was made aware that the Tenants were no longer living in the Remaining Units. The Receiver has now carried out the Second Sale Process. As of the date of this Report, transactions in respect of all four (4) of the Remaining Units have closed¹ and the Receiver is currently holding \$2,000,000 in trust in connection with the Deposit Holdback.
5. The sole issue remaining in respect of the PSAs is the entitlement to the Deposit Holdback.
6. The Company's first secured mortgagee, KingSett, has now been paid in full, and the fulcrum creditor is the Sorrenti Trustee.

3.0 Purpose of this Report

1. The purpose of this Report is to supplement the Third Report to provide the Court with further information in respect of the dispute relating to entitlement to the Deposit Holdback.

4.0 Procedural History Relating to the Issue of Entitlement to the Deposits

1. With a view to obtaining an expeditious resolution of the issue of entitlement to the Deposit Holdback, the Receiver's counsel proposed a timetable to counsel for the Principals and counsel for the Spouses in respect of a motion to determine the issue. Counsel for the Principals and counsel for the Spouses both agreed to the timetable (subject to confirming client availability for cross-examinations), which contemplated, as a preliminary step, the Principals delivering affidavit evidence responding to the Third Report previously delivered by the Receiver on October 20, 2021. It was agreed that the Principals' affidavit evidence would be delivered by no later than

¹ Transactions in respect of the four Remaining Units closed on December 10, 2021, January 26, 2022, February 2, 2022 and February 17, 2022.

November 26, 2021. A copy of the correspondence between counsel for the parties relating to the timetable is attached as Appendix "C".

2. On November 25, 2021, counsel for the Principals advised the Receiver's counsel that she had been "side railed" by an urgent motion that came up on another file and, as such, would be unable to deliver the Principals' affidavit evidence by November 26, 2021, as previously agreed. Counsel for the Principals requested a one-week indulgence for the delivery of the Principals' affidavit evidence, such that it would be delivered on December 3, 2021. Counsel for the Receiver responded to note the imperative of adhering to the agreed-upon timetable if there was going to be any prospect of having the issues decided in a timely manner; however, counsel for the Receiver nonetheless granted the requested indulgence and confirmed that the Principals' affidavit evidence would need to be delivered by no later than December 3, 2021. A copy of the correspondence between counsel for the parties on this issue is attached as Appendix "D".
3. On December 3, 2021, counsel for the Receiver wrote to counsel for the Principals to advise that they expected to receive the Principals' affidavit evidence that day. A copy of this correspondence is attached as Appendix "E". Counsel for the Principals did not deliver any affidavit evidence to the Receiver's counsel on December 3, 2021 or respond to the Receiver's counsel's correspondence.
4. On December 6, 2021, counsel for the Receiver followed-up with counsel for the Principals to note that they had still not received any affidavit evidence from the Principals despite it being due on December 3, 2021. Later that day, counsel for the Principals responded to counsel for the Receiver to advise that she would require a further extension, until December 13, 2021, to deliver the Principals' affidavit evidence. A copy of this correspondence is attached as Appendix "F".
5. On December 7, 2021, the parties attended a case conference before the Honourable Justice Penny to set down the hearing date for the motion, and to also address timetabling issues. Counsel for the Receiver requested that a deadline for delivery of the Principals' affidavit be ordered given that no affidavit evidence had been delivered in accordance with the previously agreed upon deadlines. At the case conference, counsel for the Principals requested that the Principals be granted an additional week beyond December 13, 2021, until December 20, 2021, to deliver the Principals' affidavit evidence. Justice Penny set the motion down for April 11, 2022, and ordered that the Principals' affidavit evidence be delivered by no later than end of day on December 20, 2021. A copy of Justice Penny's endorsement dated December 7, 2021 is attached as Appendix "G".
6. On December 10, 2021, counsel for the Spouses proposed an amended timetable having regard for the set motion date of April 11, 2022. Counsel for the parties ultimately agreed to an amended timetable that maintained December 20, 2021 as the date for the Principals to deliver their affidavit evidence in accordance with Justice Penny's endorsement, with cross-examinations on the Principals' affidavit evidence to take place on January 18/19, 2022, and the Spouses' affidavit evidence to be delivered thereafter, on February 14, 2022. A copy of the correspondence between counsel for the parties relating to the amended timetable is attached as Appendix "H".

7. The Principals failed to deliver any affidavit evidence by December 20, 2021 as required by Justice Penny's endorsement and the agreed-upon timetable. Accordingly, counsel for the Receiver wrote to counsel for the Principals on the evening of December 20, 2021 to confirm that they had not received the Principals' evidence in accordance with Justice Penny's order and that the Receiver would object to any attempt by the Principals to late file evidence. A copy of this correspondence is attached as Appendix "I". Counsel for the Principals did not respond to this communication.
8. By January 6, 2022, over two weeks after the December 20, 2021 deadline for delivery of the Principals' affidavit evidence had passed, the Principals had still not delivered any affidavit evidence or even responded to the Receiver's counsel's communication of December 20, 2021. Accordingly, counsel for the Receiver wrote to counsel for the Spouses, copying counsel for the Principals, to advise that because the Principals had not delivered any affidavit evidence, there could be no cross-examinations on those affidavits on January 18/19, 2022 as previously contemplated, and the previously agreed upon timetable could therefore be further amended to move up the balance of the remaining steps under the timetable, including the timing for the Spouses to deliver their affidavit evidence. Specifically, counsel for the Receiver proposed that the timing for the Spouses to deliver their affidavit evidence be moved up from February 14, 2022 to February 4, 2022. Counsel for the Receiver also noted that they copied counsel for the Principals on the communication as a courtesy; however, going forward, they did not intend to copy counsel for the Principals on any further correspondence in relation to this motion.
9. That same day, January 6, 2022, counsel for the Principals responded to object to Receiver's counsel's proposal that they would no longer copy counsel for the Principals on correspondence relating to the motion, and to request they be copied on all correspondence relating to the motion. Counsel for the Principals did not, however, commit to deliver, or even suggest that they would deliver, any affidavit evidence. Counsel for the Receiver responded to counsel for the Principals to confirm that counsel for the Principals had not responded to recent communications, failed to deliver any materials on behalf of the Principals in accordance with the deadlines they committed to and unilaterally proposed, more recently failed to deliver materials in violation of Justice Penny's order and had also previously confirmed even prior to then that the Principals had no standing on the motion. Counsel for the Receiver suggested that the parties could attend a case conference to address the issue if counsel for the Principals took exception to the proposed course of action. Counsel for the Principals did not respond to this communication, nor did counsel for the Principals deliver any affidavit evidence at that time, or at any time since. A copy of this exchange of correspondence between counsel for the parties is attached as Appendix "J".
10. Later on January 6, 2022, counsel for the Spouses wrote to counsel for the Receiver and counsel for the Principals to advise that he would no longer be acting for the Spouses in connection with this matter and to request that all communications be sent directly to the Spouses going forward. Counsel for the Receiver responded to confirm that they would communicate directly with the Spouses going forward. A copy of this email exchange is attached as Appendix "K".

11. Shortly following this exchange, counsel for the Receiver wrote directly to the Spouses on January 6, 2022 to confirm that the next step in connection with the motion under the timetable would be for the Spouses to deliver their affidavit evidence by no later than February 14, 2022 in accordance with the previously agreed upon timetable. Counsel for the Receiver also reiterated their proposal previously made to the Spouses' counsel (before he ceased acting for the Spouses) that the timetable be amended to push that deadline up from February 14 to February 4, 2022, with the deadline for certain steps that followed to also be moved up, in order to provide all of the parties with more time before cross-examinations on the parties' materials. Counsel for the Receiver requested that the Spouses advise whether they were amenable to the proposed revisions to the timetable. Counsel for the Receiver also confirmed that if the Spouses were not amenable to the proposed revisions to the timetable, then the Receiver would insist that the previously agreed upon timetable be maintained and any affidavits that the Spouses intended to deliver would need be delivered by no later than February 14, 2022 in accordance with the previously agreed upon timetable. Counsel for the Receiver also noted that, given the timing of the motion and all of the steps that need to be undertaken in the lead up to the motion, there was no leeway in the timetable for any delays and that the Receiver would object to any attempt by the Spouses to deliver materials after February 14, 2022. A copy of this communication is attached as Appendix "L".
12. The Spouses did not respond to this communication. Accordingly, on January 13, and again on January 27, 2022, counsel for the Receiver followed up with the Spouses to request a response to their communication of January 6, 2022 and to remind the Spouses that their affidavit evidence would need to be delivered by February 14, 2022 at the latest. Copies of these communications are attached as Appendix "M". In the communication sent by counsel for the Receiver on January 27, 2022, counsel for the Receiver also specifically noted that if the Spouses' affidavit material was not delivered by February 14, 2022, then the Receiver would proceed with the motion on the basis that it is unopposed, which may include seeking an earlier hearing date. The Spouses did not respond to any of these communications sent by counsel for the Receiver.
13. On February 10, 2022, counsel for the Receiver wrote to the Spouses to remind them that their affidavit evidence would need to be delivered by no later than February 14, 2022 and to confirm that in the event that their affidavit evidence was not delivered by then, the Receiver would proceed with the motion on the basis that it is unopposed and will also seek to have the motion heard earlier than April 11 given that there will be no need for cross-examinations or certain other steps contemplated under the previously agreed upon timetable. Counsel for the Receiver also advised that because they had not heard from the Spouses, they made inquiries with the Court about earlier motion dates and the Receiver would proceed with the motion on March 10, 2022 if the Spouses' affidavit material was not delivered by February 14, 2022. A copy of this communication is attached as Appendix "N". The Spouses did not respond to this communication, nor did they deliver their affidavit evidence on February 14, 2022.

14. Accordingly, on February 15, 2022, after the February 14, 2022 deadline for delivery of the Spouses' affidavits had passed without any affidavits being delivered by the Spouses, or the Spouses even responding to any of the communications sent by counsel for the Receiver, counsel for the Receiver wrote to the Spouses to confirm that they would be proceeding with the motion on March 10, 2022 on the basis it is unopposed. A copy of this communication is attached as Exhibit "O". The Spouses have not responded to this communication.

5.0 Conclusion and Recommendation

1. Neither the Principals nor the Spouses have tendered any evidence challenging or contradicting the findings in the Third Report or supporting an entitlement on the Spouses' part to the Deposit Holdback in the circumstances. Among other things, the following findings of the Receiver as set out in more detail in the Third Report remain both unchallenged and uncontradicted:
 - a. based on the Bank Information, the Company paid the Sunrise Parties, which include the Principals, a net amount of \$11.4 million which appears to be in contravention of the Sorrenti Loan Agreement and the KingSett Commitment Letter;
 - b. the Deposits appear to have actually been the equity contribution required from the Principals to fund construction as a result of having paid out significant sums to the related Sunrise Parties, including the Principals themselves;
 - c. Mr. Kodwavi appears to have deliberately attempted to mislead the Receiver's investigation by providing inaccurate and incomplete information, including by making it appear that the Sunrise Parties received significantly less money from the Company;
 - d. the Deposits are unusually high (in excess of 50% of the total purchase price), have been depleted by the Company and are no longer available;
 - e. the Deposits were funded by Mr. Kodwavi, despite the fact that the purchasers under the PSAs were the Spouses (including one (1) PSA where the purchaser is the spouse of Mr. Hussain; not of Mr. Kodwavi);
 - f. the Spouses did not close the sale of the Remaining Units in accordance with the terms of the PSAs, or at all; and
 - g. the Spouses appear to have breached the terms of their PSAs by not paying the required Occupancy Fees despite the fact that they purported to take interim occupancy of the Remaining Units and personally benefited from rent payments made by the Tenants pursuant to the Lease Agreements.

2. Additionally, the following facts further support the Receiver's recommendation with respect to the Deposit Holdback:
 - a. the Spouses have no registered or secured interest in the Remaining Units whereas, in contrast, since 2015, the Sorrenti Charge was registered on title to the Remaining Units until the Remaining Units were recently sold by the Receiver;²
 - b. the Approval and Vesting Order provides, among other things, that for purposes of determining the nature and priority of Claims (as defined in the Approval and Vesting Order), the net proceeds from the sale of the Remaining Units stand in the place and stead of the Remaining Units, and that all Claims attach to the net proceeds from the sale of the Remaining Units with the same priority as they had with respect to the Remaining Units immediately prior to the sale; and
 - c. under section 33 of the PSAs, the Spouses specifically acknowledged and agreed that any interest they may have in the Deposits would be fully subordinated and postponed to any mortgages and charges registered against title to the Remaining Units, which includes the Sorrenti Charge.
3. Based on the information set out herein and in the Third Report, the Receiver respectfully recommends that this Honourable Court make an order declaring that the Receiver is no longer obliged to maintain the Deposit Holdback, and that such funds may be distributed in accordance with the Second Sales Process and Disclaimer Order.

* * *

All of which is respectfully submitted,

KSV Restructuring Inc.

**KSV RESTRUCTURING INC.
SOLELY IN ITS CAPACITY AS RECEIVER OF SUNRISE
ACQUISITIONS (HWY 7) INC. AND NOT IN ITS PERSONAL CAPACITY**

² See section 22 of the PSAs attached as Appendix "D" to the Third Report, which provides that "[t]he Purchaser agrees not to register nor allow or caused to be registered against title to the Land any notice, lien, execution, encumbrance or caution or other reference to this Agreement or his interest in or against the Land. If any such registration occurs, the Vendor may terminate this Agreement forthwith and the Vendor shall be entitled to retain the Deposit and all other amounts paid by the Purchaser to the Vendor hereunder as liquidated damages and not as a penalty (in addition to any other remedy available to it) and the Purchaser shall have no further right to or interest in this Agreement or the Real Property. Further, the Purchaser hereby irrevocably consents to a court order removing such registration and agrees to pay all costs of obtaining such order". Also see the parcel registers for the Remaining Units, collectively attached hereto as Appendix "P", all of which reflect the Sorrenti Charge having been registered on title to the Remaining Units since 2015 and the Spouses having no registered interest on title to the Remaining Units.

TAB A

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

THE HONOURABLE MR.) WEDNESDAY, THE 27th
)
JUSTICE KOEHNEN) DAY OF OCTOBER, 2021

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

SECOND SALE PROCESS AND DISCLAIMER ORDER

THIS MOTION, made by KSV Restructuring Inc., in its capacity as the Court-appointed receiver and manager (in such capacity, the "**Receiver**") of all of the assets, undertakings and properties of Sunrise Acquisitions (Hwy 7) Inc. (the "**Company**") acquired for, or used in relation to a business carried on by the Company and the proceeds therefrom, including, without limitation, certain real property owned by the Company in Markham, Ontario, for an order, among other things: (i) abridging and validating service of the Notice of Motion and Motion Record herein; (ii) approving the proposed Second Sale Process (as defined and described in the Third Report of the

Receiver dated October 20, 2021 (the "**Third Report**")); and (iii) terminating, repudiating and/or disclaiming the PSAs (as defined in the Third Report), was heard this day by videoconference due to the COVID-19 pandemic.

ON READING the Third Report (including the appendices thereto), and on hearing the submissions of counsel for the Receiver, and such other counsel as were present, no one else appearing although properly served, as appears from the affidavit of Aiden Nelms sworn and filed.

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service and filing 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 all capitalized terms used in this Order and not otherwise defined shall have the meanings ascribed to them in the Third Report.

SECOND SALE PROCESS

3. **THIS COURT ORDERS** that the proposed Second Sale Process be and is hereby approved. The Receiver is hereby authorized to carry out the Second Sale Process and to take such steps as it considers necessary or desirable in carrying out its obligation thereunder.

4. **THIS COURT ORDERS** that the Receiver and its affiliates, partners, directors, employees, advisors, agents and controlling persons shall have no liability with respect to any and all losses, claims, damages or liability of any nature or kind to any person in connection with or as a result of performing its duties under the Second Sale Process, except to the extent such losses,

claims, damages or liability arises or results from the gross negligence or wilful misconduct of the Receiver, as determined by this Court.

DISCLAIMER OF EXISTING PSAs AND CONTINUATION OF LEASE AGREEMENTS

5. **THIS COURT ORDERS** that the PSAs shall be and are hereby deemed to be terminated, repudiated and/or disclaimed effective as of the date of this Order.

6. **THIS COURT ORDERS** notwithstanding paragraph 5 of this Order, the Lease Agreements shall continue on a month-to-month basis, but effective as of the date of this Order, the Company shall be the landlord and the Tenants' counterparty under the Lease Agreements for all purposes, including that the Company shall have the right to terminate each Lease Agreement in accordance with its terms or as may otherwise be permitted by law.

DISTRIBUTIONS

7. **THIS COURT ORDERS** that following the delivery of any Receiver's Certificate contemplated by the Approval and Vesting Order granted in this proceeding on the date hereof (the "**Approval and Vesting Order**"), the Receiver is:

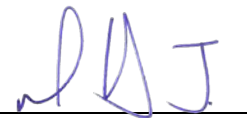
- (a) first, authorized and directed to create and hold a reserve in the amount of the Deposit in respect of each Remaining Unit (the "**Deposit Holdback**") which Deposit Holdback may not be distributed to any party without the agreement of the Receiver, the Spouses and FAAN Mortgage Administrators Inc. ("**FAAN**"), in its capacity as Sorrenti Trustee, or further order of the Court;

- (b) second, authorized to pay commissions to Cityscape in respect of commissions owing, being 3.25% of the sale price of each Remaining Unit contemplated by the relevant Sale Agreement (as that term is defined in the Approval and Vesting Order), plus HST;
- (c) third, authorized to make one or more distributions to KingSett Mortgage Corporation, or as it may direct, up to the amount owing under its registered mortgage on the Remaining Units, if any; and
- (d) fourth, authorized to make one or more distribution to FAAN, in its capacity as Sorrenti Trustee, or as it may direct, up to the amount owing under the Sorrenti Charge registered on the Remaining Units.

GENERAL

8. **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.

9. **THIS COURT ORDERS** that this Order and all of its provision are effective as of 12:01 a.m. on the date of this Order.



KINGSETT MORTGAGE CORPORATION

- and -

SUNRISE ACQUISITIONS (HWY 7) INC.

Applicant

Respondent

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

SECOND SALE PROCESS AND DISCLAIMER ORDER

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Counsel to KSV Restructuring Inc., solely in its capacity as
Court-appointed Receiver and not in its personal capacity

Madison Van Doorn

From: Koehnen, Mr. Justice Markus (SCJ) <Markus.Koehnen@scj-csj.ca>
Sent: Wednesday, October 27, 2021 12:17 PM
To: Aiden Nelms; Sean Zweig; JUS-G-MAG-CSD-Toronto-SCJ Commercial List; Noah Goldstein; De Lellis, Michael; Dacks, Jeremy; Emily Klein; Daniel Sobel; Naveed Manzoor
Subject: Re: Court File No. CV-21-00663051-00CL (Sunrise Acquisitions (Hwy 7) Inc.)
Attachments: Counsel Slip - Oct.27.2021.pdf; Sunrise AVO 20211027.pdf; Sunrise 2d sales process 20211027.pdf

Email Endorsement

1. I attach a counsel slip for today's hearing.
2. The Receiver initially sought a variety of relief to terminate certain agreements of purchase and sale and approve a sales process. As a result of discussions between the parties, the relief has been revised as set out in the attached orders.
3. The orders are not on consent but are unopposed.
4. The issue relates to 4 townhouses built by the debtor. The 4 townhouses were sold to spouses of the principals of the debtors. The circumstances of the sale are contested. Approximately \$500,000 was paid as a deposit for each townhouse. Those are large deposits. The circumstances of those payments are also contested.
5. The fact that the townhouses should be sold to generate cash for the receivership is not opposed. The second sales process is therefore approved as is set out in the sales process order.
6. The entitlement of the spouses to the return of the deposits is contested. The sales process order provides for this by requiring the receiver to hold \$500,000 from each sale in trust pending resolution of the spouses' entitlement to those deposits.
7. The debtor and its principals also take issue with some of the statements made about them in the Receiver's Third Report dated October 20, 2021. Those issues, if they are to be pursued, will also be addressed at another time.
8. The parties are in the course of working out a schedule to resolve the outstanding issues set out above.
9. I attach a signed approval and vesting order facilitating the sales and a sales process order concerning the conduct of the sales.

Justice Markus Koehnen

Ontario Superior Court of Justice
361 University Ave.
Toronto, Ont.
M5G 1T3
416-327-5284

From: Aiden Nelms
Sent: Thursday, October 14, 2021 10:20 AM

To: Aiden Nelms <NelmsA@bennettjones.com>; zweigs@bennettjones.com <zweigs@bennettjones.com>; JUS-G-MAG-CSD-Toronto-SCJ Commercial List <MAG.CSD.To.SCJCom@ontario.ca>; Koehnen, Mr. Justice Markus (SCJ) <Markus.Koehnen@scj-csj.ca>; Noah Goldstein <ngoldstein@ksvadvisory.com>; De Lellis, Michael <MDeLellis@osler.com>; Dacks, Jeremy <JDacks@osler.com>; Emily Klein <eklein@ksvadvisory.com>; Daniel Sobel <daniel@faanmortgageadmin.com>; Naveed Manzoor <naveed@faanmortgageadmin.com>

Subject: Court File No. CV-21-00663051-00CL (Sunrise Acquisitions (Hwy 7) Inc.)

When: Wednesday, October 27, 2021 11:00 AM-12:00 PM.

Where:

Topic: Court File No. CV-21-00663051-00CL (Sunrise Acquisitions (Hwy 7) Inc.)

Time: Oct 27, 2021 11:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/81528549252>

Meeting ID: 815 2854 9252

One tap mobile

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+13017158592,,81528549252# US (Washington DC)

Dial by your location

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+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 346 248 7799 US (Houston)

+1 646 558 8656 US (New York)

+1 669 900 9128 US (San Jose)

Meeting ID: 815 2854 9252

Find your local number: <https://us02web.zoom.us/u/kblrbC82Pi>

Bennett Jones is committed to the health and well-being of our communities, our clients, and all of our firm members. Promoting high rates of vaccination against COVID-19 remains a top priority. Effective immediately, everyone entering our offices, including firm clients and other guests, will be required to be fully vaccinated. Those who are not fully vaccinated should request to attend meetings via video or audio conferencing platforms.

The contents of this message may contain confidential and/or privileged subject matter. If this message has been received in error, please contact the sender and delete all copies. Like other forms of communication, e-mail communications may be vulnerable to interception by unauthorized parties. If you do not wish us to communicate with you by e-mail, please notify us at your earliest convenience. In the absence of such notification, your consent is assumed. Should you choose to allow us to communicate by e-mail, we will not take any additional security measures (such as encryption) unless specifically requested.

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TAB B

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

THE HONOURABLE MR.) WEDNESDAY, THE 27th
)
JUSTICE KOEHNEN) DAY OF OCTOBER, 2021

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

**APPROVAL AND VESTING ORDER
(Remaining Units)**

THIS MOTION, made by KSV Restructuring Inc., in its capacity as the Court-appointed receiver and manager (in such capacity, the "**Receiver**") of all of the assets, undertakings and properties of Sunrise Acquisitions (Hwy 7) Inc. (the "**Company**") acquired for, or used in relation to a business carried on by the Company and the proceeds therefrom, including, without limitation, certain real property owned by the Company in Markham, Ontario, for an order, *inter alia*, authorizing the Receiver to enter into and effect sale transactions for the Remaining Units described in Columns 1 and 2 of **Schedule "B"** hereto (each a "**Transaction**") contemplated by

an agreement of purchase and sale (each a "**Sale Agreement**") in a form substantially similar to that appended to the Third Report of the Receiver dated October 20, 2021 (the "**Third Report**"), and vesting in a purchaser (each a "**Purchaser**") one or more of the Remaining Units as designated and described in the relevant Sale Agreement and confirmed in the Receiver's Certificate (as defined below) (the "**Purchased Assets**"), was heard this day via videoconference due to the COVID-19 pandemic.

ON READING the Third Report and appendices thereto, and on hearing the submissions of counsel for the Receiver and such other counsel as were present, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Aiden Nelms sworn and filed,

DEFINED TERMS

1. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein have the meaning ascribed to them in the Sale Agreement or the Third Report, as applicable.

APPROVAL AND VESTING

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

3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the particular Purchaser substantially in the form attached as **Schedule "A"** hereto (the "**Receiver's Certificate**"), the Purchased Assets described and confirmed in the Receiver's Certificate shall vest absolutely in the particular Purchaser described and confirmed in the Receiver's Certificate, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by any Order made in these proceedings; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed in Column 3 of **Schedule "B"** hereto pertaining to the relevant particular Purchased Assets (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed in Column 4 of **Schedule "B"** hereto pertaining to the relevant particular Purchased Assets (the "**Permitted Encumbrances**")) and, for greater certainty, this Court orders that all of the Encumbrances (other than the Permitted Encumbrances) affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. **THIS COURT ORDERS** that upon the registration in The Land Registry Office for the Land Titles Division of York Region (No. 65) ("**LRO**") of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, together with the Receiver's Certificate, the LRO is hereby directed to enter the Purchaser as set out in the Receiver's

Certificate as the owner of the subject real property identified in the Receiver's Certificate (the "**Real Property**") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Column 3 of **Schedule "B"** hereto pertaining to the Real Property.

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

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

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

- i. the pendency of these proceedings;
- ii. any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Company and any bankruptcy order issued pursuant to any such applications; and
- iii. any assignment in bankruptcy made in respect of the Company,

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

WAIVER OF ONHWPA NOTICE AND TARIION AUTHORIZATION

8. **THIS COURT ORDERS** that the Receiver is hereby authorized, but not required, to waive all applicable statutory documentary and other notice and vendor repair steps and periods (collectively, "**Applicable Notice**"), if any, to which it or the Company may be entitled under the *Ontario New Home Warranties Plan Act*, R.S.O. 1990, c. 0.31, as amended, and the regulations promulgated thereunder (together, the "**ONHWPA**"), in respect of any warranty claims made in respect of the relevant particular Purchased Assets, and that any such Applicable Notice be and is hereby waived until such time as the Receiver provides further notice in writing to Tarion Warranty Corporation ("**Tarion**").

9. **THIS COURT ORDERS** that in the event of a waived Applicable Notice, Tarion is entitled, in its discretion, to take action and remediate any defects in respect of the relevant particular Purchased Assets that are warranted under the ONHWPA, notwithstanding any applicable notice or vendor repair periods in favour of a vendor prescribed by the ONHWPA, provided that: (i) the ONHWPA shall otherwise apply to all such remedial action taken by Tarion;

and (ii) nothing in this Order shall affect Tarion's determination of whether or not a defect is covered by the ONHWPA.

10. **THIS COURT ORDERS** that the Receiver is hereby authorized and directed to provide to Tarion copies of any: (i) Pre-Delivery Inspection Forms; and (ii) Certificates of Completion and Possession/Warranty Certificates, in respect of the relevant particular Purchased Assets.

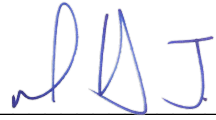
APPLICATION OF ONHWPA AND CONDOMINIUM LEGISLATION

11. **THIS COURT ORDERS** that, for greater certainty, all claims that a Purchaser of the relevant particular Purchased Assets might otherwise be entitled to bring from time to time against the Company or any other vendor of the relevant particular Purchased Assets pursuant to the provisions of the *Condominium Act*, 1998, S.O. 1998, c. 19, as amended, and the regulations promulgated thereunder (together, the "**Condominium Act**") or the ONHWPA, including without limitation with respect to any defects of the relevant particular Purchased Assets that are warrantied under the ONHWPA, or with respect to any disclosure requirements prescribed by the Condominium Act, are non-enforceable and non-binding as against the Receiver.

GENERAL

12. **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.

A handwritten signature in blue ink, consisting of stylized letters that appear to be 'DAJ', positioned above a horizontal line.

SCHEDULE "A"

FORM OF RECEIVER'S CERTIFICATE

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

RECEIVER'S CERTIFICATE

RECITALS

I. Pursuant to an Order of the Honourable Mr. Justice Wilton-Siegel of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated June 9, 2021 (the "**Receivership Order**"), KSV Restructuring Inc. was appointed as receiver and manager (in such capacity, the "**Receiver**") of all of the assets, undertakings and properties of Sunrise Acquisitions (Hwy 7) Inc. (the "**Company**") acquired for, or used in relation to a business carried on by the Company and the proceeds therefrom, including, without limitation certain real property owned by the Company in Markham, Ontario.

II. Pursuant to an Order of the Court dated October 27, 2021, the Court approved the Receiver, on behalf of the Company, entering into an agreement of purchase and sale (the "**Sale Agreement**") between the Receiver and [●] (the "**Purchaser**"), and provided for the vesting in the Purchaser of all the Company's right, title and interest in and to the property described in the Sale Agreement (the "**Purchased Assets**"), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming: (i) the name of the Purchaser to which title is to be vested; (ii) the legal description of the Purchased Assets to be vested; (iii) the payment by the Purchaser of the purchase price for the Purchased Assets; (iv) that the conditions to closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the transaction has been completed to the satisfaction of the Receiver.

III. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

The Purchaser to whom title the Purchased Assets is to be vested is hereby confirmed to be:	The legal description of the Purchased Assets which are to be vested is hereby confirmed to be:
[●]	[●]

1. The Purchaser has paid and the Receiver has received, the purchase price for the Purchased Assets payable on the closing date pursuant to the Sale Agreement;

2. The conditions to closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser in accordance with their terms;
3. The transaction has been completed to the satisfaction of the Receiver; and
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

KSV RESTRUCTURING INC., solely in its capacity as court-appointed receiver, and not in its personal capacity or in any other capacity

Per:

Name:

Title:

SCHEDULE "B"
PURCHASED ASSETS

<u>Column 1</u> <i>Municipal Address</i>	<u>Column 2</u> <i>Legal Description</i>	<u>Column 3</u> <i>Claims to be deleted and expunged from title</i>	<u>Column 4</u> <i>Permitted Encumbrances, Easements and Restrictive Covenants</i>
4150 Highway 7 East, Markham, Ontario	PIN 02985-0598 (LT): PART OF BLOCK 3, PLAN 65M4539 BEING PART 33 ON PLAN 65R37967; SUBJECT TO AN EASEMENT IN GROSS AS IN YR2639573; SUBJECT TO AN EASEMENT IN GROSS AS IN YR2652084; T/W AN UNDIVIDED COMMON INTEREST IN YORK REGION COMMON ELEMENTS CONDOMINIUM PLAN NO. 1420; SUBJECT TO AN EASEMENT IN FAVOUR OF YORK REGION COMMON ELEMENTS CONDOMINIUM PLAN NO. 1420 AS IN YR3009447; CITY OF MARKHAM	See Exhibit "A"	See Exhibit "B"
4148 Highway 7 East, Markham, Ontario	PIN 02985-0597 (LT): PART OF BLOCK 3, PLAN 65M4539 BEING PART 32 ON PLAN 65R37967; SUBJECT TO AN EASEMENT IN GROSS AS IN YR2639573; SUBJECT TO AN EASEMENT IN GROSS AS IN YR2652084 ; T/W AN UNDIVIDED COMMON INTEREST IN	See Exhibit "A"	See Exhibit "B"

	<p>YORK REGION COMMON ELEMENTS CONDOMINIUM PLAN NO. 1420; SUBJECT TO AN EASEMENT IN FAVOUR OF YORK REGION COMMON ELEMENTS CONDOMINIUM PLAN NO. 1420 AS IN YR3009447; CITY OF MARKHAM</p>		
<p>4144 Highway 7 East, Markham, Ontario</p>	<p>PIN 02985-0595 (LT): PART OF BLOCK 3, PLAN 65M4539 BEING PART 30 ON PLAN 65R37967; SUBJECT TO AN EASEMENT IN GROSS AS IN YR2639573; SUBJECT TO AN EASEMENT IN GROSS AS IN YR2652084 ; T/W AN UNDIVIDED COMMON INTEREST IN YORK REGION COMMON ELEMENTS CONDOMINIUM PLAN NO. 1420; SUBJECT TO AN EASEMENT IN FAVOUR OF YORK REGION COMMON ELEMENTS CONDOMINIUM PLAN NO. 1420 AS IN YR3009447; CITY OF MARKHAM</p>	<p>See Exhibit "A"</p>	<p>See Exhibit "B"</p>
<p>4146 Highway 7 East, Markham, Ontario</p>	<p>PIN 02985-0596 (LT): PART OF BLOCK 3, PLAN 65M4539 BEING PART 31 ON PLAN 65R37967; SUBJECT TO AN EASEMENT IN GROSS AS IN YR2639573; SUBJECT TO AN EASEMENT IN GROSS AS IN YR2652084 ; T/W AN UNDIVIDED</p>	<p>See Exhibit "A"</p>	<p>See Exhibit "B"</p>

	COMMON INTEREST IN YORK REGION COMMON ELEMENTS CONDOMINIUM PLAN NO. 1420; SUBJECT TO AN EASEMENT IN FAVOUR OF YORK REGION COMMON ELEMENTS CONDOMINIUM PLAN NO. 1420 AS IN YR3009447; CITY OF MARKHAM		
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EXHIBIT "A"

INSTRUMENTS TO BE DELETED

Registration No.	Registration Date	Instrument Type	Amount	Parties From	Parties To
YR2299146	2015/06/02	Charge	\$31,981,940	Sunrise Acquisitions (Hwy 7) Inc.	Kingsett Mortgage Corporation
YR2299147	2015/06/02	No Assgn Rent Gen	n/a	Sunrise Acquisitions (Hwy 7) Inc.	Kingsett Mortgage Corporation
YR2340877	2015/08/18	Charge	\$8,000,000	Sunrise Acquisitions (Hwy 7) Inc.	Sorrenti Law Professional Corporation
YR2341683	2015/08/19	Transfer of Charge	\$8,000,000	Sorrenti Law Professional Corporation	Sorrenti Law Professional Corporation
YR2352867	2015/09/08	Transfer of Charge	\$8,000,000	Sorrenti Law Professional Corporation	Sorrenti Law Professional Corporation
YR2380504	2015/10/29	Transfer of Charge	\$8,000,000	Sorrenti Law Professional Corporation	Sorrenti Law Professional Corporation – 97.87% Olympia Trust Company – 2.13%
YR2386283	2015/11/06	Transfer of Charge	\$8,000,000	Sorrenti Law Professional Corporation Olympia Trust Company	Sorrenti Law Professional Corporation – 91.8% Olympia Trust Company – 8.2%
YR2398064	2015/12/01	Transfer of Charge	\$8,000,000	Sorrenti Law Professional Corporation	Sorrenti Law Professional Corporation

				Olympia Trust Company	Corporation – 86.56% Olympia Trust Company – 13.44%
YR2415581	2016/01/13	Transfer of Charge	\$8,000,000	Sorrenti Law Professional Corporation Olympia Trust Company	Sorrenti Law Professional Corporation - 81.85% Olympia Trust Company – 18.15%
YR2421491	2016/01/26	Transfer of Charge	\$8,000,000	Sorrenti Law Professional Corporation Olympia Trust Company	Sorrenti Law Professional Corporation – 80.51% Olympia Trust Company – 19.49%
YR2442481	2016/03/11	Transfer of Charge	\$8,000,000	Sorrenti Law Professional Corporation Olympia Trust Company	Sorrenti Law Professional Corporation – 79.14% Olympia Trust Company – 20.86%
YR2481743	2016/06/03	Transfer of Charge	\$8,000,000	Sorrenti Law Professional Corporation Olympia Trust Company	Sorrenti Law Professional Corporation – 77.82% Olympia Trust Company – 22.18%
YR2543312	2016/09/15	Notice	\$9,873,262	Sunrise Acquisition (Hwy 7) Inc	Sorrenti Law Professional Corporation Olympia Trust Company

YR2572486	2016/11/03	Charge	\$1,648,879	Sunrise Acquisition (Hwy 7) Inc.	Kingsett Mortgage Corporation
YR2582279	2016/11/22	Postponement	n/a	Sorrenti Law Professional Corporation Olympia Trust Company	Kingsett Mortgage Corporation
YR2623638	2017/02/09	Postponement	n/a	Kingsett Mortgage Corporation	The Corporation of the City of Markham
YR2623639	2017/02/09	Postponement	n/a	Kingsett Mortgage Corporation	The Corporation of the City of Markham
YR2623640	2017/02/09	Postponement	n/a	Sorrenti Law Professional Corporation Olympia Trust Company	The Corporation of the City of Markham
YR2652085	2017/04/10	Postponement	n/a	Kingsett Mortgage Corporation	Alectra Utilities Corporation
YR2652086	2017/04/10	Postponement	n/a	Kingsett Mortgage Corporation	Alectra Utilities Corporation
YR2652087	2017/04/10	Postponement	n/a	Sorrenti Law Professional Corporation Olympia Trust Company	Alectra Utilities Corporation
YR2664318	2017/05/05	Postponement	n/a	Kingsett Mortgage Corporation	The Corporation of the City of Markham

YR2664319	2017/05/05	Postponement	n/a	Kingsett Mortgage Corporation	The Corporation of the City of Markham
YR2664320	2017/05/05	Postponement	n/a	Sorrenti Law Professional Corporation Olympia Trust Company	The Corporation of the City of Markham
YR2720530	2017/08/21	Notice	\$4,000,000	Sunrise Acquisitions (Hwy 7) Inc.	Kingsett Mortgage Corporation
YR2782817	2018/01/12	Restrictions - Land	n/a	Sunrise Acquisitions (Hwy 7) Inc.	
YR2872432	2018/09/12	Notice	\$5,500,000	Sunrise Acquisitions (Hwy 7) Inc.	Kingsett Mortgage Corporation
YR2872560	2018/09/12	Postponement	n/a	Sorrenti Law Professional Corporation Olympia Trust Company	Kingsett Mortgage Corporation
YR3012090	2019/09/24	Notice	n/a	Sunrise Acquisitions (Hwy 7) Inc.	Kingsett Mortgage Corporation
YR3015611	2019/10/02	Application Court Order	n/a	Ontario Superior Court of Justice	Faan Mortgage Administrators Inc.
YR3267063	2021/06/16	Apl Court Order	n/a	Ontario Superior Court of Justice (Commercial List)	KSV Restructuring Inc.

YR3292147	2021/08/03	Construction Lien	\$669,602		Rivervalley Masonry Group Ltd.
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Exhibit "B"

PERMITTED ENCUMBRANCES

Registration No.	Registration Date	Instrument Type	Amount	Parties From	Parties To
R488826	1988/11/15	Notice – Airport Zoning Regulations	n/a		
YR688132	2005/08/22	Notice – Pickering Airport Site Zoning Regulations	n/a	Her Majesty the Queen in right of Canada as represented by The Minister of Transport	
65M4539	2017/02/02	Plan Subdivision	n/a		
YR2623637	2017/02/09	No Sub Agreement	n/a	The Corporation of the City of Markham	Sunrise Acquisitions (Hwy 7) Inc.
YR2623649	2017/02/09	Application to Annex Restrictive Covenants	n/a	Sunrise Acquisitions (Hwy 7) Inc.	
YR2639573	2017/03/16	Transfer Easement	n/a	Sunrise Acquisitions (Hwy 7) Inc.	Enbridge Gas Distribution Inc.
YR2640297	2017/03/17	Plan Correction	n/a	Assistant Examiner of Surveys	
YR2652084	2017/03/17	Transfer Easement	n/a	Sunrise Acquisitions (Hwy 7) Inc.	Alectra Utilities Corporation
YR2664317	2017/05/05	Notice of Site Plan Control Agreement	n/a	The Corporation of the City of Markham	Sunrise Acquisitions (Hwy 7) Inc.

YR2666512	2017/05/10	By-Law	n/a	The Corporation of the City of Markham	
65R37967	2018/07/31	Plan Reference	n/a		
YR2872601	2018/09/12	Transfer	\$2.00	Sunrise Acquisitions (Hwy 7) Inc.	Sunrise Acquisitions (Hwy 7) Inc.
YR3006971	2019/09/11	ByLaw	n/a	The Corporation of the City of Markham	
YRCP1420	2019/09/17	CE Condo PLN	n/a		
YR3009447	2019/09/17	Condo Declaration	n/a	Sunrise Acquisitions (Hwy 7) Inc.	
YR3011927	2019/09/24	Condo ByLaw / 98	n/a	York Region Common Elements Condominium Corporation No. 1420	

KINGSETT MORTGAGE CORPORATION

- and -

SUNRISE ACQUISITIONS (HWY 7) INC.

Applicant

Respondent

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

APPROVAL AND VESTING ORDER
(Remaining Units)

BENNETT JONES LLP
One First Canadian Place
Suite 3400, P.O. Box 130
Toronto, Ontario
M5X 1A4

Sean H. Zweig (LSO #57307I)
Tel: (416) 777-6253
Fax: (416) 863-1716

Aiden Nelms (LSO#74170S)
Tel:(416) 777-4642
Fax: (416) 863-1716

Counsel to KSV Restructuring Inc., solely in its capacity as
Court-appointed Receiver and not in its personal capacity

TAB C

Madison Van Doorn

From: Sean Zweig
Sent: Tuesday, October 26, 2021 9:52 PM
To: Sara Mosadeq; Joshua Freeman; Aiden Nelms
Cc: Danielle Stravato
Subject: RE: Sunrise

WITHOUT PREJUDICE

The proposed changes are fine, assuming we can get crosses of the Purchasers done on 1 day. We won't know that for sure until we see the Purchasers' responding materials. So subject to that and everyone confirming with their clients, here is the proposed schedule.

November 26 - RAR to deliver responding affidavit(s) on behalf of the debtor
Between December 9 and 17 on dates to be agreed – Cross-examinations by receiver on debtor affidavit(s)
January 17 – Freeman to deliver responding affidavit(s) on behalf of purchasers
January 20 – BJ to deliver any reply receiver's report
January 21 – Cross-examinations by receiver on purchaser affidavit(s)
7 days before hearing – BJ to deliver factum on behalf of receiver
4 days before hearing – Freeman to deliver factum on behalf of purchasers
2 days before hearing – BJ to delivery reply factum on behalf of receiver, if any
Week of January 31 – Hearing re entitlement to deposits



Sean Zweig
*Partner**, Bennett Jones LLP
*Denotes Professional Corporation

3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4
T. [416 777 6254](tel:4167776254) | F. [416 863 1716](tel:4168631716)
E. zweigs@bennettjones.com

From: Sara Mosadeq <Sara@rarlitigation.com>
Sent: Tuesday, October 26, 2021 8:31 PM
To: Joshua Freeman <jfreeman@freemanlegal.ca>; Sean Zweig <ZweigS@bennettjones.com>; Aiden Nelms <NelmsA@bennettjones.com>
Cc: Danielle Stravato <danielle@rarlitigation.com>
Subject: RE: Sunrise

Without Prejudice:



Sara Mosadeq
Lawyer
RAR Litigation Lawyers
1 West Pearce Street, Ste. 505
Richmond Hill, ON L4B 3K3
t. 905.731.8100 ext.213
f. 866.751.5134

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From: Joshua Freeman <jfreeman@freemanlegal.ca>
Sent: October 26, 2021 8:16 PM
To: Sean Zweig <ZweigS@bennettjones.com>; Aiden Nelms <NelmsA@bennettjones.com>; Sara Mosadeq <Sara@rarlitigation.com>
Cc: Danielle Stravato <danielle@rarlitigation.com>
Subject: Re: Sunrise

WITHOUT PREJUDICE

[REDACTED]

[REDACTED]



From: Sean Zweig <ZweigS@bennettjones.com>
Date: Tuesday, October 26, 2021 at 6:41 PM
To: Aiden Nelms <NelmsA@bennettjones.com>, Sara Mosadeq <Sara@rarlitigation.com>, Joshua Freeman <jfreeman@freemanlegal.ca>
Cc: Danielle Stravato <danielle@rarlitigation.com>
Subject: RE: Sunrise

WITHOUT PREJUDICE

Further to the below, here is a proposed litigation schedule. I talked to the Receiver, and got the ok to go to the week of January 31, and accordingly provided an extra 11 days for Sara to deliver responding affidavits.

- November 26 - RAR to deliver responding affidavit(s) on behalf of the debtor
- Between December 9 and 17 on dates to be agreed – Cross-examinations by receiver on debtor affidavit(s)
- January 10 – Freeman to deliver responding affidavit(s) on behalf of purchasers
- January 17 – BJ to deliver any reply receiver's report
- January 18-21 on dates to be agreed – Cross-examinations by receiver on purchaser affidavit(s)
- 7 days before hearing – BJ to deliver factum on behalf of receiver
- 4 days before hearing – Freeman to deliver factum on behalf of purchasers
- 2 days before hearing – BJ to delivery reply factum on behalf of receiver, if any
- Week of January 31 – Hearing re entitlement to deposits

Please confirm this is acceptable.



Sean Zweig
Partner*, Bennett Jones LLP
**Denotes Professional Corporation*

3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4
T. [416 777 6254](tel:4167776254) | F. [416 863 1716](tel:4168631716)
E. zweigs@bennettjones.com

From: Aiden Nelms <NelmsA@bennettjones.com>
Sent: Tuesday, October 26, 2021 5:30 PM
To: Sara Mosadeq <Sara@rarlitigation.com>; Joshua Freeman <jfreeman@freemanlegal.ca>
Cc: Sean Zweig <ZweigS@bennettjones.com>; Danielle Stravato <danielle@rarlitigation.com>
Subject: RE: Sunrise

WITHOUT PREJUDICE

Sara/Josh,

Further to our call this afternoon, please find attached for your review and consideration a revised form of the Second Sale Process and Disclaimer Order along with a blackline to the form of Order included in the Receiver's Motion Record. Please let us know if you have any questions or comments.

The proposed schedule will follow.

Best,



Aiden Nelms
Associate, Bennett Jones LLP

3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4
T. [416 777 4642](tel:4167774642) | F. [416 863 1716](tel:4168631716)
E. nelmsa@bennettjones.com
BennettJones.com

From: Sara Mosadeq <Sara@rarlitigation.com>
Sent: Monday, October 25, 2021 7:47 PM
To: Sean Zweig <ZweigS@bennettjones.com>; Joshua Freeman <jfreeman@freemanlegal.ca>
Cc: Aiden Nelms <NelmsA@bennettjones.com>; Danielle Stravato <danielle@rarlitigation.com>
Subject: RE: Sunrise

Unfortunately, the earliest I am available is 3:00 p.m.
Please send call-in details.



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From: Sean Zweig <ZweigS@bennettjones.com>
Sent: October 25, 2021 6:28 PM
To: Joshua Freeman <jfreeman@freemanlegal.ca>
Cc: Sara Mosadeq <Sara@rarlitigation.com>; Aiden Nelms <NelmsA@bennettjones.com>
Subject: RE: Sunrise

Thanks Josh.

Sara – please let us know what works for you.



Sean Zweig
Partner*, Bennett Jones LLP
*Denotes Professional Corporation

3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4
T. 416 777 6254 | F. 416 863 1716
E. zweigs@bennettjones.com

From: Joshua Freeman <jfreeman@freemanlegal.ca>
Sent: Monday, October 25, 2021 6:01 PM
To: Sean Zweig <ZweigS@bennettjones.com>
Cc: Sara Mosadeq <Sara@rarlitigation.com>; Aiden Nelms <NelmsA@bennettjones.com>
Subject: Re: Sunrise

Thanks for taking the time to speak today. And for following up to request this call.

I am tied up until about 11:00 am tomorrow but my schedule is pretty flexible thereafter.

Joshua Freeman
Freeman Legal
416.492.2775

Sent from a wireless device

On Oct 25, 2021, at 5:56 PM, Sean Zweig <ZweigS@bennettjones.com> wrote:

Sara and Josh,

Can we please have a call tomorrow to discuss Wednesday's hearing? I currently have pretty good availability tomorrow, so let me know when works for you two.



Sean Zweig
Partner*, Bennett Jones LLP
*Denotes Professional Corporation

3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4
T. 416 777 6254 | F. 416 863 1716
E. zweigs@bennettjones.com

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TAB D

Madison Van Doorn

From: Joseph Blinick
Sent: Thursday, November 25, 2021 4:59 PM
To: Sara Mosadeq; Joshua Freeman
Cc: Madison Van Doorn; Sean Zweig
Subject: RE: CV-21-00663051-00CL | Kingsett Mortgage Corporation v Sunrise Acquisitions (Hwy 7) Inc.

Sara,

Thanks for your email. The timelines for the motion have not shifted. We are still seeking a motion date on the week of January 31, and we need parties to stick to the agreed-upon timetable if there is going to be any prospect of having the motion heard at that time (assuming the Court has availability). That notwithstanding, we understand and appreciate the challenges you face and we are prepared to grant the sought indulgence. We will need the affidavit(s) by no later than December 3 though. While, as previously noted, we can revisit whether any adjustments to the timetable may be appropriate after the motion has been scheduled, for now it's imperative that we stay on track (subject to the granted indulgence).

Thank you,



Joseph N. Blinick
*Partner**, Bennett Jones LLP
*Denotes Professional Corporation

3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4
T. [416 777 4828](tel:4167774828) | F. [416 863 1716](tel:4168631716) | M. [416 803 7301](tel:4168037301)
E. blinickj@bennettjones.com

From: Sara Mosadeq <Sara@rarlitigation.com>
Sent: Thursday, November 25, 2021 10:52 AM
To: Joseph Blinick <BlinickJ@bennettjones.com>; Joshua Freeman <jfreeman@freemanlegal.ca>
Cc: Madison Van Doorn <VanDoornM@bennettjones.com>; Sean Zweig <ZweigS@bennettjones.com>
Subject: RE: CV-21-00663051-00CL | Kingsett Mortgage Corporation v Sunrise Acquisitions (Hwy 7) Inc.

Joseph,

I have been side railed by an urgent CPL motion that came up on another file and as such have been unable to finalize my client's responding affidavit. Given that the timelines for the motion itself have shifted, I trust you will grant a one week indulgence for the delivery of my client's responding affidavit to December 3, 2021. Please confirm.

Regards,



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From: Joseph Blinick <BlinickJ@bennettjones.com>
Sent: November 23, 2021 12:57 PM
To: Joshua Freeman <jfreeman@freemanlegal.ca>
Cc: Madison Van Doorn <VanDoornM@bennettjones.com>; Sara Mosadeq <Sara@rarlitigation.com>; Sean Zweig <ZweigS@bennettjones.com>
Subject: RE: CV-21-00663051-00CL | Kingsett Mortgage Corporation v Sunrise Acquisitions (Hwy 7) Inc.

Thanks Josh. The appearance should be over Zoom at 9 am. If you can't attend on Dec 7, I can schedule around Feb 18-25 if necessary. Please just remind me before the appearance. No need for you to email the full group from my perspective, unless you would like to put all parties on notice of your restrictions.



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*Denotes Professional Corporation

3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4
T. 416 777 4828 | F. 416 863 1716 | M. 416 803 7301
E. blinickj@bennettjones.com

From: Joshua Freeman <jfreeman@freemanlegal.ca>
Sent: Tuesday, November 23, 2021 12:45 PM
To: Joseph Blinick <BlinickJ@bennettjones.com>
Cc: Madison Van Doorn <VanDoornM@bennettjones.com>; Sara Mosadeq <Sara@rarlitigation.com>
Subject: Re: CV-21-00663051-00CL | Kingsett Mortgage Corporation v Sunrise Acquisitions (Hwy 7) Inc.

Joey:

Is this 9:00 am motion scheduling court being held in person or via zoom? I am currently scheduled to be in a full-day mediation (with one of your colleagues) on Dec 7, and, thus, it will be difficult for me to attend motion scheduling court via zoom on that date and impossible for me to appear in person. However, I am quite happy for you to appear as my agent on that day for the purpose of booking the motion on the earliest possible date after Jan 31/22 – my only requirement being that it not be returnable between Feb 18-25, on which dates I will be unavailable. I trust this should be satisfactory. Alternatively, I am available to appear on Dec 15/22, if you wish to defer scheduling until then.

Please note that I have removed from this thread other parties/counsel copied on Madison's previous email, as I am not aware of their intention to participate in the scheduling or hearing of this motion. However, to the extent you think it appropriate/necessary, please feel free to add them back in.



JOSHUA FREEMAN
jfreeman@freemanlegal.ca
416.492.2775

From: Madison Van Doorn <VanDoornM@bennettjones.com>
Date: Tuesday, November 23, 2021 at 11:07 AM
To: "toronto.commercialist@jus.gov.on.ca" <toronto.commercialist@jus.gov.on.ca>
Cc: Sean Zweig <ZweigS@bennettjones.com>, Aiden Nelms <NelmsA@bennettjones.com>, Joseph Blinick <BlinickJ@bennettjones.com>, Joshua Freeman <jfreeman@freemanlegal.ca>, Sara Mosadeq <Sara@rarlitigation.com>, Danielle Stravato <danielle@rarlitigation.com>, "rjacobs@cassels.com" <rjacobs@cassels.com>, "jbellissimo@cassels.com" <jbellissimo@cassels.com>, "bgoodis@cassels.com"

<bgoodis@cassels.com>, "Dacks, Jeremy" <JDacks@osler.com>, "De Lellis, Michael" <MDeLellis@osler.com>

Subject: CV-21-00663051-00CL | Kingsett Mortgage Corporation v Sunrise Acquisitions (Hwy 7) Inc.

Good morning,

Please see attached request form to attend scheduling court.

Thank you.



Madison Van Doorn

Litigation Assistant to Alan Gardner, Joseph Blinick and Megan Steeves, Bennett Jones SLP

3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4

T. [416 777 6519](tel:4167776519) | F. [416 863 1716](tel:4168631716)

E. vandoornm@bennettjones.com

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T A B L E

Madison Van Doorn

From: Joseph Blinick
Sent: Friday, December 3, 2021 1:37 PM
To: Sara Mosadeq; Joshua Freeman
Cc: Madison Van Doorn; Sean Zweig
Subject: RE: CV-21-00663051-00CL | Kingsett Mortgage Corporation v Sunrise Acquisitions (Hwy 7) Inc.

Sara,

Further to the below, we look forward to receiving the affidavit(s) today.

Thank you,



Joseph N. Blinick
*Partner**, Bennett Jones LLP
*Denotes Professional Corporation

3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4
T. 416 777 4828 | F. 416 863 1716 | M. 416 803 7301
E. blinickj@bennettjones.com

From: Joseph Blinick
Sent: Thursday, November 25, 2021 4:59 PM
To: 'Sara Mosadeq' <Sara@rarlitigation.com>; Joshua Freeman <jfreeman@freemanlegal.ca>
Cc: Madison Van Doorn <VanDoornM@bennettjones.com>; Sean Zweig <ZweigS@bennettjones.com>
Subject: RE: CV-21-00663051-00CL | Kingsett Mortgage Corporation v Sunrise Acquisitions (Hwy 7) Inc.

Sara,

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T. 416 777 4828 | F. 416 863 1716 | M. 416 803 7301
E. blinickj@bennettjones.com

From: Sara Mosadeq <Sara@rarlitigation.com>
Sent: Thursday, November 25, 2021 10:52 AM
To: Joseph Blinick <BlinickJ@bennettjones.com>; Joshua Freeman <jfreeman@freemanlegal.ca>
Cc: Madison Van Doorn <VanDoornM@bennettjones.com>; Sean Zweig <ZweigS@bennettjones.com>
Subject: RE: CV-21-00663051-00CL | Kingsett Mortgage Corporation v Sunrise Acquisitions (Hwy 7) Inc.

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Sent: November 23, 2021 12:57 PM

To: Joshua Freeman <jfreeman@freemanlegal.ca>

Cc: Madison Van Doorn <VanDoornM@bennettjones.com>; Sara Mosadeq <Sara@rarlitigation.com>; Sean Zweig <ZweigS@bennettjones.com>

Subject: RE: CV-21-00663051-00CL | Kingsett Mortgage Corporation v Sunrise Acquisitions (Hwy 7) Inc.

Thanks Josh. The appearance should be over Zoom at 9 am. If you can't attend on Dec 7, I can schedule around Feb 18-25 if necessary. Please just remind me before the appearance. No need for you to email the full group from my perspective, unless you would like to put all parties on notice of your restrictions.



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T. 416 777 4828 | F. 416 863 1716 | M. 416 803 7301

E. blinickj@bennettjones.com

From: Joshua Freeman <jfreeman@freemanlegal.ca>

Sent: Tuesday, November 23, 2021 12:45 PM

To: Joseph Blinick <BlinickJ@bennettjones.com>

Cc: Madison Van Doorn <VanDoornM@bennettjones.com>; Sara Mosadeq <Sara@rarlitigation.com>

Subject: Re: CV-21-00663051-00CL | Kingsett Mortgage Corporation v Sunrise Acquisitions (Hwy 7) Inc.

Joey:

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From: Madison Van Doorn <VanDoornM@bennettjones.com>
Date: Tuesday, November 23, 2021 at 11:07 AM
To: "toronto.commercialist@jus.gov.on.ca" <toronto.commercialist@jus.gov.on.ca>
Cc: Sean Zweig <ZweigS@bennettjones.com>, Aiden Nelms <NelmsA@bennettjones.com>, Joseph Blinick <BlinickJ@bennettjones.com>, Joshua Freeman <jfreeman@freemanlegal.ca>, Sara Mosadeq <Sara@rarlitigation.com>, Danielle Stravato <danielle@rarlitigation.com>, "rjacobs@cassels.com" <rjacobs@cassels.com>, "jbellissimo@cassels.com" <jbellissimo@cassels.com>, "bgoodis@cassels.com" <bgoodis@cassels.com>, "Dacks, Jeremy" <JDacks@osler.com>, "De Lellis, Michael" <MDeLellis@osler.com>
Subject: CV-21-00663051-00CL | Kingsett Mortgage Corporation v Sunrise Acquisitions (Hwy 7) Inc.

Good morning,

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Thank you.



Madison Van Doorn

Litigation Assistant to Alan Gardner, Joseph Blinick and Megan Steeves, Bennett Jones SLP

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TAB F

Madison Van Doorn

From: Sara Mosadeq <Sara@rarlitigation.com>
Sent: Monday, December 6, 2021 9:46 PM
To: Joseph Blinick; Joshua Freeman
Cc: Madison Van Doorn; Sean Zweig
Subject: RE: CV-21-00663051-00CL | Kingsett Mortgage Corporation v Sunrise Acquisitions (Hwy 7) Inc.

Joseph,

I was in examinations today and will be until Wednesday. My client still intends to deliver a responding affidavit. My client will require until Mon. Dec 13, 2021 to deliver the responding affidavit. If you wish to conduct cross-examinations, my client and I will be available on December 15, 2021 for same.

I will be in attendance tomorrow.



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From: Joseph Blinick <BlinickJ@bennettjones.com>
Sent: December 6, 2021 12:29 PM
To: Sara Mosadeq <Sara@rarlitigation.com>; Joshua Freeman <jfreeman@freemanlegal.ca>
Cc: Madison Van Doorn <VanDoornM@bennettjones.com>; Sean Zweig <ZweigS@bennettjones.com>
Subject: RE: CV-21-00663051-00CL | Kingsett Mortgage Corporation v Sunrise Acquisitions (Hwy 7) Inc.

Sara,

We still have not received any material from you despite you originally agreeing to deliver such material by no later than November 26 in accordance with the agreed upon timetable for the motion. While we granted a limited one week indulgence due to you advising that you were dealing with a work emergency, which extended the deadline for you to deliver materials to December 3, that date also came and went without us receiving any materials from you, or even so much as a response from you advising of when, if ever, you would be delivering materials. Given the circumstances, we take it you do not intend to deliver any materials. To the extent that presumption is incorrect, please let us know right away and provide us with your materials without further delay.

Thank you,



Joseph N. Blinick
Partner*, Bennett Jones LLP
*Denotes Professional Corporation

3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4
T. [416 777 4828](tel:4167774828) | F. [416 863 1716](tel:4168631716) | M. [416 803 7301](tel:4168037301)
E. blinickj@bennettjones.com

From: Joseph Blinick
Sent: Friday, December 3, 2021 1:37 PM
To: 'Sara Mosadeq' <Sara@rarlitigation.com>; 'Joshua Freeman' <jfreeman@freemanlegal.ca>
Cc: Madison Van Doorn <VanDoornM@bennettjones.com>; Sean Zweig <ZweigS@bennettjones.com>
Subject: RE: CV-21-00663051-00CL | Kingsett Mortgage Corporation v Sunrise Acquisitions (Hwy 7) Inc.

Sara,

Further to the below, we look forward to receiving the affidavit(s) today.

Thank you,



Joseph N. Blinick
Partner*, Bennett Jones LLP
*Denotes Professional Corporation

3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4
T. [416 777 4828](tel:4167774828) | F. [416 863 1716](tel:4168631716) | M. [416 803 7301](tel:4168037301)
E. blinickj@bennettjones.com

From: Joseph Blinick
Sent: Thursday, November 25, 2021 4:59 PM
To: 'Sara Mosadeq' <Sara@rarlitigation.com>; Joshua Freeman <jfreeman@freemanlegal.ca>
Cc: Madison Van Doorn <VanDoornM@bennettjones.com>; Sean Zweig <ZweigS@bennettjones.com>
Subject: RE: CV-21-00663051-00CL | Kingsett Mortgage Corporation v Sunrise Acquisitions (Hwy 7) Inc.

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Thank you,



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E. blinickj@bennettjones.com

From: Sara Mosadeq <Sara@rarlitigation.com>
Sent: Thursday, November 25, 2021 10:52 AM
To: Joseph Blinick <BlinickJ@bennettjones.com>; Joshua Freeman <jfreeman@freemanlegal.ca>
Cc: Madison Van Doorn <VanDoornM@bennettjones.com>; Sean Zweig <ZweigS@bennettjones.com>
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From: Joseph Blinick <BlinickJ@bennettjones.com>

Sent: November 23, 2021 12:57 PM

To: Joshua Freeman <jfreeman@freemanlegal.ca>

Cc: Madison Van Doorn <VanDoornM@bennettjones.com>; Sara Mosadeq <Sara@rarlitigation.com>; Sean Zweig <ZweigS@bennettjones.com>

Subject: RE: CV-21-00663051-00CL | Kingsett Mortgage Corporation v Sunrise Acquisitions (Hwy 7) Inc.

Thanks Josh. The appearance should be over Zoom at 9 am. If you can't attend on Dec 7, I can schedule around Feb 18-25 if necessary. Please just remind me before the appearance. No need for you to email the full group from my perspective, unless you would like to put all parties on notice of your restrictions.



Joseph N. Blinick

Partner*, Bennett Jones LLP

*Denotes Professional Corporation

3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4

T. [416 777 4828](tel:4167774828) | F. [416 863 1716](tel:4168631716) | M. [416 803 7301](tel:4168037301)

E. blinickj@bennettjones.com

From: Joshua Freeman <jfreeman@freemanlegal.ca>

Sent: Tuesday, November 23, 2021 12:45 PM

To: Joseph Blinick <BlinickJ@bennettjones.com>

Cc: Madison Van Doorn <VanDoornM@bennettjones.com>; Sara Mosadeq <Sara@rarlitigation.com>

Subject: Re: CV-21-00663051-00CL | Kingsett Mortgage Corporation v Sunrise Acquisitions (Hwy 7) Inc.

Joey:

Is this 9:00 am motion scheduling court being held in person or via zoom? I am currently scheduled to be in a full-day mediation (with one of your colleagues) on Dec 7, and, thus, it will be difficult for me to attend motion scheduling court via zoom on that date and impossible for me to appear in person. However, I am quite happy for you to appear as my agent on that day for the purpose of booking the motion on the earliest possible date after Jan 31/22 – my only requirement being that it not be returnable between Feb 18-25, on which dates I will be unavailable. I trust this should be satisfactory. Alternatively, I am available to appear on Dec 15/22, if you wish to defer scheduling until then.

Please note that I have removed from this thread other parties/counsel copied on Madison's previous email, as I am not aware of their intention to participate in the scheduling or hearing of this motion. However, to the extent you think it appropriate/necessary, please feel free to add them back in.



JOSHUA FREEMAN
jfreeman@freemanlegal.ca
416.492.2775

From: Madison Van Doorn <VanDoornM@bennettjones.com>
Date: Tuesday, November 23, 2021 at 11:07 AM
To: "toronto.commercialist@jus.gov.on.ca" <toronto.commercialist@jus.gov.on.ca>
Cc: Sean Zweig <ZweigS@bennettjones.com>, Aiden Nelms <NelmsA@bennettjones.com>, Joseph Blinick <BlinickJ@bennettjones.com>, Joshua Freeman <jfreeman@freemanlegal.ca>, Sara Mosadeq <Sara@rarlitigation.com>, Danielle Stravato <danielle@rarlitigation.com>, "rjacobs@cassels.com" <rjacobs@cassels.com>, "jbellissimo@cassels.com" <jbellissimo@cassels.com>, "bgoodis@cassels.com" <bgoodis@cassels.com>, "Dacks, Jeremy" <JDacks@osler.com>, "De Lellis, Michael" <MDeLellis@osler.com>
Subject: CV-21-00663051-00CL | Kingsett Mortgage Corporation v Sunrise Acquisitions (Hwy 7) Inc.

Good morning,

Please see attached request form to attend scheduling court.

Thank you.



Madison Van Doorn

Litigation Assistant to Alan Gardner, Joseph Blinick and Megan Steeves, Bennett Jones SLP

3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4
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E. vandoornm@bennettjones.com
BennettJones.com

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TAB G



COUNSEL SLIP

COURT FILE NO. CV-21-663051-CL

DATE: Tuesday, December 7, 2021

THE HONOURABLE: MISTER JUSTICE PENNY

No. ON LIST: 10
COURTROOM: 7-8 @ 330 UA

TITLE OF PROCEEDING **KINGSETT MORTGAGE CORP v SUNRISE ACQUISITIONS (HWY 7) INC.**

COUNSEL: **Joseph Blinick / Jeremy Dacks**

Phone & Fax No

Plaintiff (s)

Email: blinick@bennettjones.com / jdacks@osler.com

COUNSEL: **Sara Mosadeq**

Phone & Fax No

Defendant (s)

Email: sara@rarlitigation.com

Endorsement of Penny J.

This matter is set down for hearing on April 11, 2022 for 3 hours.

The principals' affidavits which, it has been agreed, will set the stage for the balance of the material, will be delivered by end of day, December 20, 2021.

Counsel shall agree on a timetable for the remaining steps to ensure the matter proceeds as scheduled.

“Penny J.”

TAB H

Madison Van Doorn

From: Sara Mosadeq <Sara@rarlitigation.com>
Sent: Tuesday, December 14, 2021 9:07 AM
To: Joshua Freeman; Joseph Blinick
Cc: Sean Zweig
Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

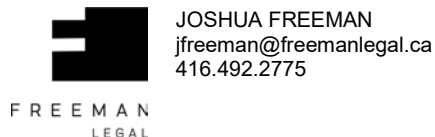
Fine with me as well.



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Cc: Sean Zweig <ZweigS@bennettjones.com>
Subject: Re: Sunrise [BJ-WSLegal.FID5426269]

Fine by me. Will reach out to my clients to confirm their availability/agreement. In the interim, let's proceed on the assumption that this should work.



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Sara,

Thanks for your email. We are fine to proceed with cross-examinations on January 18/19. We disagree with your position regarding further cross-examinations of the principals; however, in the interest of moving forward, we will simply reserve all of our client's rights on the issue, including its rights to compel a further attendance should it ultimately be required.

I believe we should now have an agreement on the timetable, subject to any issues on Josh's end. Josh – please confirm your agreement to the timetable so we can proceed accordingly. For ease of reference, I have set out the updated timetable here:

December 20, 2021	Responding affidavit(s) on behalf of the debtor
Jan 18/19, 2022	Cross-examinations on debtor affidavit(s) (transcripts to be expedited)
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February 22, 2022	Delivery of reply materials on behalf of receiver
Week of Feb 28/22	Cross-examinations on purchasers' <u>materials</u> and/or <u>written interrogatories on receiver's materials</u> <u>and/or such further or other examinations as may be agreed upon by the parties or otherwise compelled</u>
March 21, 2022	Factum of receiver
April 1, 2022	Responding factum of <u>respondents purchasers</u>
April 6, 2022	Reply factum of receiver, if any
April 11, 2022	Motion (3 hours)

Thank you,



Joseph N. Blinick
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Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

January 17 does not work for me for cross-examinations. January 18 or 19 work fine.

I am not presenting my clients for further cross-examinations, particularly on a motion they have no standing on. So there will be no further cross examinations of my clients following January 18/19. Even if there was a compelling reason for my clients to be cross-examined again – I am not available from mid-February until the second week of April. I have a number of long motions and a trial scheduled for March.



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Cc: Sara Mosadeq <Sara@rarlitigation.com>; Sean Zweig <ZweigS@bennettjones.com>
Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

Thanks. Sara – please confirm your agreement to the below timetable so we can get it finalized.



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Subject: Re: Sunrise [BJ-WSLegal.FID5426269]

Joey:

I have no objections/comments re proposed changes re crosses.

I used facta (plural), as I don't know whether Sara intends to deliver a factum. I will let her address that. But note for clarity that I intend to deliver one.

Joshua Freeman
Freeman Legal
416.492.2775

Sent from a wireless device

On Dec 10, 2021, at 10:22 AM, Joseph Blinick <BlinickJ@bennettjones.com> wrote:

Thanks Josh. This is fine by us, subject to the minor modifications noted **below**. We look forward to receiving the principals' affidavits by no later than December 20 and proceeding with the balance of the steps leading up to the hearing on April 11 so that we can get this matter fully and finally resolved.



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T. 416 777 4828 | F. 416 863 1716 | M. 416 803 7301
E. blinickj@bennettjones.com

From: Joshua Freeman <jfreeman@freemanlegal.ca>
Sent: Friday, December 10, 2021 9:04 AM
To: Joseph Blinick <BlinickJ@bennettjones.com>; Sara Mosadeq <Sara@rarlitigation.com>
Subject: Sunrise

Counsel:

I received from Joey a copy of Penny, J's Endorsement (copy attached), which notes that our motion has been scheduled to be heard on April 11, 2022 and that Sara's clients are required to deliver their responding materials by no later than December 20, 2021. As such, I propose the following revised timetable:

December 20, 2021	Responding affidavit(s) on behalf of the debtor
Jan 17 or 18, 2022	Cross-examinations on debtor affidavit(s) (transcripts to be expedited)
February 14, 2022	Delivery of responding affidavit(s) on behalf of purchasers
February 22, 2022	Delivery of reply materials on behalf of receiver
Week of Feb 28/22	Cross-examinations on purchasers' <u>materials</u> and/or <u>written interrogatories on receiver's materials</u> <u>and/or re-examination of principals on issues raised in purchasers' responding affidavit(s)</u>
March 21, 2022	Factum of receiver
April 1, 2022	Responding fact <u>um</u> of <u>respondents purchasers</u>
April 6, 2022	Reply factum of receiver, if any
April 11, 2022	Motion (3 hours)

Please provide any comments you may have on the proposed revised timetable above (original attached for ease of reference). Once counsel have agreed on dates, I will confirm my clients' agreement/availability re same.



JOSHUA FREEMAN
 jfreeman@freemanlegal.ca
 416.492.2775 Tel
 416.926.9404 Fax
 Exchange Tower
 130 King Street West
 Suite 1200, P.O. Box 212
 Toronto, Ontario M5X 1A6
 www.freemanlegal.ca

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TAB I

Madison Van Doorn

From: Joseph Blinick
Sent: Monday, December 20, 2021 6:28 PM
To: Sara Mosadeq; Joshua Freeman
Cc: Sean Zweig
Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

Sara,

It's now end of day. We have not received your materials in accordance with Justice Penny's order. It's also now more than three weeks after you initially committed to delivering your materials. Given the circumstances, we take it you do not intend to deliver any materials. To the extent you attempt to late deliver materials after having already been granted indulgences and Justice Penny setting a deadline for delivery of end of day today, which has now passed, we will object.

Thank you,



Joseph N. Blinick
Partner*, Bennett Jones LLP
*Denotes Professional Corporation

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Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

Thanks all. Sara – we look forward to receiving your material by no later than end of day Monday in accordance with Justice Penny's order and the agreed upon timetable.



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Fine with me as well.



Sara Mosadeq
Lawyer
RAR Litigation Lawyers
1 West Pearce Street, Ste. 505
Richmond Hill, ON L4B 3K3
T. 905.731.8100 ext.213
F. 866.751.5134

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| April 6, 2022 | Reply factum of receiver, if any |

April 11, 2022

Motion (3 hours)

Thank you,



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Subject: Sunrise

Counsel:

I received from Joey a copy of Penny, J's Endorsement (copy attached), which notes that our motion has been scheduled to be heard on April 11, 2022 and that Sara's clients are required to deliver their responding materials by no later than December 20, 2021. As such, I propose the following revised timetable:

December 20, 2021	Responding affidavit(s) on behalf of the debtor
Jan 17 or 18, 2022	Cross-examinations on debtor affidavit(s) (transcripts to be expedited)
February 14, 2022	Delivery of responding affidavit(s) on behalf of purchasers
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March 21, 2022	Factum of receiver
April 1, 2022	Responding fact <u>um</u> of <u>respondents</u> <u>purchasers</u>
April 6, 2022	Reply factum of receiver, if any
April 11, 2022	Motion (3 hours)

Please provide any comments you may have on the proposed revised timetable above (original attached for ease of reference). Once counsel have agreed on dates, I will confirm my clients' agreement/availability re same.



JOSHUA FREEMAN

jfreeman@freemanlegal.ca

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416.926.9404 Fax

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TAB J

Madison Van Doorn

From: Joseph Blinick
Sent: Thursday, January 6, 2022 1:38 PM
To: Sara Mosadeq; Joshua Freeman
Cc: Sean Zweig; Rocco Ruso; Danielle Stravato
Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

Sara, the email was directed to Josh for a number of reasons, including because you have failed to respond to any of my recent communications, you failed to deliver any materials in accordance with the deadlines you committed to / unilaterally proposed, you more recently failed to deliver materials in violation of the court order and you have also confirmed even prior to then that your clients have no standing on the motion. I struggle to understand the basis upon which you could possibly take issue with my communication to Josh about scheduling matters on a motion for which you have acknowledged your clients have no standing and in respect of which you have consistently and repeatedly shown a complete disregard for all timelines and the court's order. I trust you are familiar with the proverbial idiom about pots and kettles, and I would suggest that you consider the history of this matter before making any allegations about absurdity or anything else of that nature in the future. I copied you on my correspondence to Josh as a professional courtesy, and you will, of course, remain on the service list. However, I am not going to include you on any further correspondence relating to this motion in the present circumstances. If you have an issue with that, you can take it up with the Court. I would be pleased to attend a case conference to address the issue.



Joseph N. Blinick
*Partner**, Bennett Jones LLP
*Denotes Professional Corporation

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T. [416 777 4828](tel:4167774828) | F. [416 863 1716](tel:4168631716) | M. [416 803 7301](tel:4168037301)
E. blinickj@bennettjones.com

From: Sara Mosadeq <Sara@rarlitigation.com>
Sent: Thursday, January 6, 2022 1:15 PM
To: Joseph Blinick <BlinickJ@bennettjones.com>; Joshua Freeman <jfreeman@freemanlegal.ca>
Cc: Sean Zweig <ZweigS@bennettjones.com>; Rocco Ruso <Rocco@rarlitigation.com>; Danielle Stravato <danielle@rarlitigation.com>
Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

Joseph – what an absurd manner of communicating about me in an email that I am cc'ed on but directing the statement to Josh. Is there any particular reason why you don't direct your statement to me?

In any event, my clients are entitled to be kept in the loop regarding actions taken by the Receiver in this matter and as such I expect to be apprised of any correspondence.



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privilege. If you have received this communication in error, please notify us immediately and delete this. Thank you for your cooperation.

From: Joseph Blinick <BlinickJ@bennettjones.com>
Sent: January 6, 2022 12:50 PM
To: Joshua Freeman <jfreeman@freemanlegal.ca>
Cc: Sean Zweig <ZweigS@bennettjones.com>; Sara Mosadeq <Sara@rarlitigation.com>
Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

Josh,

As the principals did not deliver any affidavit material by December 20 in accordance with the court order or, indeed, at all, the timetable for the motion will need to be revised. Below is our proposed revised timetable. Please let us know if you have any comments as soon as you can so we can get this locked in.

December 20, 2021	Responding affidavit(s) on behalf of the debtor
Jan 18/19, 2022	Cross examinations on debtor affidavit(s) (transcripts to be expedited)
February 14, 2022	Delivery of responding affidavit(s) on behalf of purchasers
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March 21, 2022	Factum of receiver
April 1, 2022	Responding factum of purchasers
April 6, 2022	Reply factum of receiver, if any
April 11, 2022	Motion (3 hours)

As a separate matter, given all of the circumstances (including the serious allegations that have been made against the principals and the lack of any responding evidence from the principals coupled with their counsel's confirmation delivered on December 13 that they have no standing on this motion), your clients are in a position where their ability to assert any entitlement to any of the deposit monies at issue will be even more untenable than it was previously. Should your clients maintain their opposition to the motion and cause the Receiver to proceed with the above-noted steps and needlessly incur costs in connection with the motion, the Receiver will be seeking all of its costs as against your clients on a full indemnity basis. As you can imagine, these costs will no doubt be significant. Accordingly, we invite your clients to consent to the relief sought on the motion with a view to avoiding the costs associated with same and conserving valuable judicial resources that would be better directed elsewhere. Should your clients decline that invitation, they do so at their own peril and on full notice that the Receiver will be seeking costs as against them on an elevated scale. We will bring this correspondence to the attention of the Court at the appropriate time should it be necessary.

Finally, please note that we have copied counsel for the principals on this email as a courtesy; however, going forward, we do not intend to copy counsel for the principals on any further correspondence in connection with this matter.

Yours truly,



Joseph N. Blinick
Partner*, Bennett Jones LLP
*Denotes Professional Corporation

3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4
T. 416 777 4828 | F. 416 863 1716 | M. 416 803 7301
E. blinickj@bennettjones.com

From: Joseph Blinick
Sent: Monday, December 20, 2021 6:28 PM
To: 'Sara Mosadeq' <Sara@rarlitigation.com>; 'Joshua Freeman' <jfreeman@freemanlegal.ca>

Cc: Sean Zweig <ZweigS@bennettjones.com>

Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

Sara,

It's now end of day. We have not received your materials in accordance with Justice Penny's order. It's also now more than three weeks after you initially committed to delivering your materials. Given the circumstances, we take it you do not intend to deliver any materials. To the extent you attempt to late deliver materials after having already been granted indulgences and Justice Penny setting a deadline for delivery of end of day today, which has now passed, we will object.

Thank you,



Joseph N. Blinick
Partner*, Bennett Jones LLP
**Denotes Professional Corporation*

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T. [416 777 4828](tel:4167774828) | F. [416 863 1716](tel:4168631716) | M. [416 803 7301](tel:4168037301)
E. blinickj@bennettjones.com

From: Joseph Blinick

Sent: Tuesday, December 14, 2021 9:49 AM

To: 'Sara Mosadeq' <Sara@rarlitigation.com>; Joshua Freeman <jfreeman@freemanlegal.ca>

Cc: Sean Zweig <ZweigS@bennettjones.com>

Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

Thanks all. Sara – we look forward to receiving your material by no later than end of day Monday in accordance with Justice Penny's order and the agreed upon timetable.



Joseph N. Blinick
Partner*, Bennett Jones LLP
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E. blinickj@bennettjones.com

From: Sara Mosadeq <Sara@rarlitigation.com>

Sent: Tuesday, December 14, 2021 9:07 AM

To: Joshua Freeman <jfreeman@freemanlegal.ca>; Joseph Blinick <BlinickJ@bennettjones.com>

Cc: Sean Zweig <ZweigS@bennettjones.com>

Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

Fine with me as well.



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From: Joshua Freeman <jfreeman@freemanlegal.ca>
Sent: December 13, 2021 12:37 PM
To: Joseph Blinick <BlinickJ@bennettjones.com>; Sara Mosadeq <Sara@rarlitigation.com>
Cc: Sean Zweig <ZweigS@bennettjones.com>
Subject: Re: Sunrise [BJ-WSLegal.FID5426269]

Fine by me. Will reach out to my clients to confirm their availability/agreement. In the interim, let's proceed on the assumption that this should work.



JOSHUA FREEMAN
jfreeman@freemanlegal.ca
416.492.2775

From: Joseph Blinick <BlinickJ@bennettjones.com>
Date: Monday, December 13, 2021 at 12:19 PM
To: Sara Mosadeq <Sara@rarlitigation.com>, Joshua Freeman <jfreeman@freemanlegal.ca>
Cc: Sean Zweig <ZweigS@bennettjones.com>
Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

Sara,

Thanks for your email. We are fine to proceed with cross-examinations on January 18/19. We disagree with your position regarding further cross-examinations of the principals; however, in the interest of moving forward, we will simply reserve all of our client's rights on the issue, including its rights to compel a further attendance should it ultimately be required.

I believe we should now have an agreement on the timetable, subject to any issues on Josh's end. Josh – please confirm your agreement to the timetable so we can proceed accordingly. For ease of reference, I have set out the updated timetable here:

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April 6, 2022	Reply factum of receiver, if any
April 11, 2022	Motion (3 hours)

Thank you,



Joseph N. Blinick
Partner*, Bennett Jones LLP
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T. 416 777 4828 | F. 416 863 1716 | M. 416 803 7301
E. blinickj@bennettjones.com

From: Sara Mosadeq <Sara@rarlitigation.com>
Sent: Monday, December 13, 2021 8:57 AM
To: Joseph Blinick <BlinickJ@bennettjones.com>; Joshua Freeman <jfreeman@freemanlegal.ca>
Cc: Sean Zweig <ZweigS@bennettjones.com>
Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

January 17 does not work for me for cross-examinations. January 18 or 19 work fine.

I am not presenting my clients for further cross-examinations, particularly on a motion they have no standing on. So there will be no further cross examinations of my clients following January 18/19. Even if there was a compelling reason for my clients to be cross-examined again – I am not available from mid-February until the second week of April. I have a number of long motions and a trial scheduled for March.



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From: Joseph Blinick <BlinickJ@bennettjones.com>
Sent: December 10, 2021 10:49 AM
To: Joshua Freeman <jfreeman@freemanlegal.ca>
Cc: Sara Mosadeq <Sara@rarlitigation.com>; Sean Zweig <ZweigS@bennettjones.com>
Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

Thanks. Sara – please confirm your agreement to the below timetable so we can get it finalized.

 **Joseph N. Blinick**
Partner*, Bennett Jones LLP
**Denotes Professional Corporation*
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T. [416 777 4828](tel:4167774828) | F. [416 863 1716](tel:4168631716) | M. [416 803 7301](tel:4168037301)
E. blinickj@bennettjones.com

From: Joshua Freeman <jfreeman@freemanlegal.ca>
Sent: Friday, December 10, 2021 10:41 AM
To: Joseph Blinick <BlinickJ@bennettjones.com>
Cc: Sara Mosadeq <Sara@rarlitigation.com>; Sean Zweig <ZweigS@bennettjones.com>
Subject: Re: Sunrise [BJ-WSLegal.FID5426269]

Joey:

I have no objections/comments re proposed changes re crosses.

I used facta (plural), as I don't know whether Sara intends to deliver a factum. I will let her address that. But note for clarity that I intend to deliver one.

Joshua Freeman
Freeman Legal
416.492.2775

Sent from a wireless device

On Dec 10, 2021, at 10:22 AM, Joseph Blinick <BlinickJ@bennettjones.com> wrote:

Thanks Josh. This is fine by us, subject to the minor modifications noted **below**. We look forward to receiving the principals' affidavits by no later than December 20 and proceeding with the balance of the steps leading up to the hearing on April 11 so that we can get this matter fully and finally resolved.



Joseph N. Blinick
Partner*, Bennett Jones LLP
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E. blinickj@bennettjones.com

From: Joshua Freeman <jfreeman@freemanlegal.ca>
Sent: Friday, December 10, 2021 9:04 AM
To: Joseph Blinick <BlinickJ@bennettjones.com>; Sara Mosadeq <Sara@rarlitigation.com>
Subject: Sunrise

Counsel:

I received from Joey a copy of Penny, J's Endorsement (copy attached), which notes that our motion has been scheduled to be heard on April 11, 2022 and that Sara's clients are required to deliver their responding materials by no later than December 20, 2021. As such, I propose the following revised timetable:

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April 11, 2022	Motion (3 hours)

Please provide any comments you may have on the proposed revised timetable above (original attached for ease of reference). Once counsel have agreed on dates, I will confirm my clients' agreement/availability re same.



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jfreeman@freemanlegal.ca
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TAB K

Madison Van Doorn

From: Joseph Blinick
Sent: Thursday, January 6, 2022 2:52 PM
To: Joshua Freeman; Sean Zweig; Sara Mosadeq
Cc: Safana Muzammil Kodwavi (Work); Mahvesh Hussain (Other)
Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

Thank you, Josh. We will deal directly with Ms. Kodwavi and Ms. Hussain going forward.



Joseph N. Blinick
Partner*, Bennett Jones LLP
*Denotes Professional Corporation

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T. 416 777 4828 | F. 416 863 1716 | M. 416 803 7301
E. blinickj@bennettjones.com

From: Joshua Freeman <jfreeman@freemanlegal.ca>
Sent: Thursday, January 6, 2022 2:22 PM
To: Joseph Blinick <BlinickJ@bennettjones.com>; Sean Zweig <ZweigS@bennettjones.com>; Sara Mosadeq <Sara@rarlitigation.com>
Cc: Safana Muzammil Kodwavi (Work) <safanakodwavi1@gmail.com>; Mahvesh Hussain (Other) <mahveshh@yahoo.com>
Subject: Re: Sunrise [BJ-WSLegal.FID5426269]
Importance: High

Dear Counsel:

Please be advised that I am no longer acting for Ms. Kodwavi or Ms. Hussain in connection with this matter.

Henceforth, your materials should be served on each in accordance with the applicable *Rules of Civil Procedure* and/or Court Orders. Copies of your materials, together with any other correspondence respecting this matter should also be sent to them via email to: safanakodwavi1@gmail.com and/or mahveshh@yahoo.com, being the email addresses at which I have most recently corresponded with each.

As I have never formally gone on the record, I will not be bringing a motion to be removed as the lawyer of record for these parties. However, should you wish to provide a copy of this correspondence to the Court to assist if/when advising for any reason that I was but am no longer acting for them, I invite you to do so.

Yours very truly,



JOSHUA FREEMAN
jfreeman@freemanlegal.ca
416.492.2775 Tel
416.926.9404 Fax
Exchange Tower
130 King Street West
Suite 1200, P.O. Box 212
Toronto, Ontario M5X 1A6
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From: Joseph Blinick <BlinickJ@bennettjones.com>
Date: Thursday, January 6, 2022 at 12:49 PM
To: Joshua Freeman <jfreeman@freemanlegal.ca>
Cc: Sean Zweig <ZweigS@bennettjones.com>, Sara Mosadeq <Sara@rarlitigation.com>
Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

Josh,

As the principals did not deliver any affidavit material by December 20 in accordance with the court order or, indeed, at all, the timetable for the motion will need to be revised. Below is our proposed revised timetable. Please let us know if you have any comments as soon as you can so we can get this locked in.

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April 6, 2022	Reply factum of receiver, if any
April 11, 2022	Motion (3 hours)

As a separate matter, given all of the circumstances (including the serious allegations that have been made against the principals and the lack of any responding evidence from the principals coupled with their counsel's confirmation delivered on December 13 that they have no standing on this motion), your clients are in a position where their ability to assert any entitlement to any of the deposit monies at issue will be even more untenable than it was previously. Should your clients maintain their opposition to the motion and cause the Receiver to proceed with the above-noted steps and needlessly incur costs in connection with the motion, the Receiver will be seeking all of its costs as against your clients on a full indemnity basis. As you can imagine, these costs will no doubt be significant. Accordingly, we invite your clients to consent to the relief sought on the motion with a view to avoiding the costs associated with same and conserving valuable judicial resources that would be better directed elsewhere. Should your clients decline that invitation, they do so at their own peril and on full notice that the Receiver will be seeking costs as against them on an elevated scale. We will bring this correspondence to the attention of the Court at the appropriate time should it be necessary.

Finally, please note that we have copied counsel for the principals on this email as a courtesy; however, going forward, we do not intend to copy counsel for the principals on any further correspondence in connection with this matter.

Yours truly,



Joseph N. Blinick
*Partner**, Bennett Jones LLP
*Denotes Professional Corporation

3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4
T. 416 777 4828 | F. 416 863 1716 | M. 416 803 7301
E. blinickj@bennettjones.com

From: Joseph Blinick
Sent: Monday, December 20, 2021 6:28 PM
To: 'Sara Mosadeq' <Sara@rarlitigation.com>; 'Joshua Freeman' <jfreeman@freemanlegal.ca>
Cc: Sean Zweig <ZweigS@bennettjones.com>
Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

Sara,

It's now end of day. We have not received your materials in accordance with Justice Penny's order. It's also now more than three weeks after you initially committed to delivering your materials. Given the circumstances, we take it you do not intend to deliver any materials. To the extent you attempt to late deliver materials after having already been granted indulgences and Justice Penny setting a deadline for delivery of end of day today, which has now passed, we will object.

Thank you,



Joseph N. Blinick
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E. blinickj@bennettjones.com

From: Joseph Blinick
Sent: Tuesday, December 14, 2021 9:49 AM
To: 'Sara Mosadeq' <Sara@rarlitigation.com>; Joshua Freeman <jfreeman@freemanlegal.ca>
Cc: Sean Zweig <ZweigS@bennettjones.com>
Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

Thanks all. Sara – we look forward to receiving your material by no later than end of day Monday in accordance with Justice Penny's order and the agreed upon timetable.



Joseph N. Blinick
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From: Sara Mosadeq <Sara@rarlitigation.com>
Sent: Tuesday, December 14, 2021 9:07 AM
To: Joshua Freeman <jfreeman@freemanlegal.ca>; Joseph Blinick <BlinickJ@bennettjones.com>
Cc: Sean Zweig <ZweigS@bennettjones.com>
Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

Fine with me as well.



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From: Joshua Freeman <jfreeman@freemanlegal.ca>
Sent: December 13, 2021 12:37 PM
To: Joseph Blinick <BlinickJ@bennettjones.com>; Sara Mosadeq <Sara@rarlitigation.com>
Cc: Sean Zweig <ZweigS@bennettjones.com>
Subject: Re: Sunrise [BJ-WSLegal.FID5426269]

Fine by me. Will reach out to my clients to confirm their availability/agreement. In the interim, let's proceed on the assumption that this should work.



JOSHUA FREEMAN
jfreeman@freemanlegal.ca
416.492.2775

From: Joseph Blinick <BlinickJ@bennettjones.com>
Date: Monday, December 13, 2021 at 12:19 PM
To: Sara Mosadeq <Sara@rarlitigation.com>, Joshua Freeman <jfreeman@freemanlegal.ca>
Cc: Sean Zweig <ZweigS@bennettjones.com>
Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

Sara,

Thanks for your email. We are fine to proceed with cross-examinations on January 18/19. We disagree with your position regarding further cross-examinations of the principals; however, in the interest of moving forward, we will simply reserve all of our client's rights on the issue, including its rights to compel a further attendance should it ultimately be required.

I believe we should now have an agreement on the timetable, subject to any issues on Josh's end. Josh – please confirm your agreement to the timetable so we can proceed accordingly. For ease of reference, I have set out the updated timetable here:

December 20, 2021	Responding affidavit(s) on behalf of the debtor
Jan <u>18/19</u> , 2022	Cross-examinations on debtor affidavit(s) (transcripts to be expedited)
February 14, 2022	Delivery of responding affidavit(s) on behalf of purchasers
February 22, 2022	Delivery of reply materials on behalf of receiver
Week of Feb 28/22	Cross-examinations on purchasers' <u>materials</u> and/or <u>written interrogatories on receiver's materials</u> <u>and/or such further or other examinations as may be agreed upon by the parties or otherwise compelled</u>
March 21, 2022	Factum of receiver
April 1, 2022	Responding fact <u>um</u> of <u>respondents purchasers</u>
April 6, 2022	Reply factum of receiver, if any
April 11, 2022	Motion (3 hours)

Thank you,



Joseph N. Blinick
Partner*, Bennett Jones LLP
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E. blinickj@bennettjones.com

From: Sara Mosadeq <Sara@rarlitigation.com>
Sent: Monday, December 13, 2021 8:57 AM
To: Joseph Blinick <BlinickJ@bennettjones.com>; Joshua Freeman <jfreeman@freemanlegal.ca>
Cc: Sean Zweig <ZweigS@bennettjones.com>
Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

January 17 does not work for me for cross-examinations. January 18 or 19 work fine.

I am not presenting my clients for further cross-examinations, particularly on a motion they have no standing on. So there will be no further cross examinations of my clients following January 18/19. Even if there was a compelling reason for my clients to be cross-examined again – I am not available from mid-February until the second week of April. I have a number of long motions and a trial scheduled for March.



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From: Joseph Blinick <BlinickJ@bennettjones.com>
Sent: December 10, 2021 10:49 AM
To: Joshua Freeman <jfreeman@freemanlegal.ca>
Cc: Sara Mosadeq <Sara@rarlitigation.com>; Sean Zweig <ZweigS@bennettjones.com>
Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

Thanks. Sara – please confirm your agreement to the below timetable so we can get it finalized.

**Joseph N. Blinick**
*Partner**, Bennett Jones LLP
*Denotes Professional Corporation
3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4
T. 416 777 4828 | F. 416 863 1716 | M. 416 803 7301
E. blinickj@bennettjones.com

From: Joshua Freeman <jfreeman@freemanlegal.ca>
Sent: Friday, December 10, 2021 10:41 AM
To: Joseph Blinick <BlinickJ@bennettjones.com>
Cc: Sara Mosadeq <Sara@rarlitigation.com>; Sean Zweig <ZweigS@bennettjones.com>
Subject: Re: Sunrise [BJ-WSLegal.FID5426269]

Joey:

I have no objections/comments re proposed changes re crosses.

I used facta (plural), as I don't know whether Sara intends to deliver a factum. I will let her address that. But note for clarity that I intend to deliver one.

Joshua Freeman
Freeman Legal
416.492.2775

Sent from a wireless device

On Dec 10, 2021, at 10:22 AM, Joseph Blinick <BlinickJ@bennettjones.com> wrote:

Thanks Josh. This is fine by us, subject to the minor modifications noted **below**. We look forward to receiving the principals' affidavits by no later than December 20 and proceeding with the balance of the steps leading up to the hearing on April 11 so that we can get this matter fully and finally resolved.



Joseph N. Blinick
Partner*, Bennett Jones LLP
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T. 416 777 4828 | F. 416 863 1716 | M. 416 803 7301
E. blinickj@bennettjones.com

From: Joshua Freeman <jfreeman@freemanlegal.ca>
Sent: Friday, December 10, 2021 9:04 AM
To: Joseph Blinick <BlinickJ@bennettjones.com>; Sara Mosadeq <Sara@rarlitigation.com>
Subject: Sunrise

Counsel:

I received from Joey a copy of Penny, J's Endorsement (copy attached), which notes that our motion has been scheduled to be heard on April 11, 2022 and that Sara's clients are required to deliver their responding materials by no later than December 20, 2021. As such, I propose the following revised timetable:

December 20, 2021	Responding affidavit(s) on behalf of the debtor
Jan 17 or 18, 2022	Cross-examinations on debtor affidavit(s) (transcripts to be expedited)
February 14, 2022	Delivery of responding affidavit(s) on behalf of purchasers
February 22, 2022	Delivery of reply materials on behalf of receiver
Week of Feb 28/22	Cross-examinations on purchasers' <u>materials</u> and/or <u>written interrogatories on receiver's materials</u> and/or <u>re-examination of principals on issues raised in purchasers' responding affidavit(s)</u>
March 21, 2022	Factum of receiver
April 1, 2022	Responding factum of <u>respondents purchasers</u>
April 6, 2022	Reply factum of receiver, if any
April 11, 2022	Motion (3 hours)

Please provide any comments you may have on the proposed revised timetable above (original attached for ease of reference). Once counsel have agreed on dates, I will confirm my clients' agreement/availability re same.



JOSHUA FREEMAN
jfreeman@freemanlegal.ca
416.492.2775 Tel
416.926.9404 Fax
Exchange Tower
130 King Street West
Suite 1200, P.O. Box 212
Toronto, Ontario M5X 1A6
www.freemanlegal.ca

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Bennett Jones is committed to the health and well-being of our communities, our clients, and all of our firm members. Promoting high rates of vaccination against COVID-19 remains a top priority. Effective immediately, everyone entering our offices, including firm clients and other guests, will be required to be fully vaccinated. Those who are not fully vaccinated should request to attend meetings via video or audio conferencing platforms.

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TAB L

Madison Van Doorn

From: Joseph Blinick
Sent: Thursday, January 6, 2022 3:14 PM
To: Safana Muzammil Kodwavi (Work); Mahvesh Hussain (Other)
Cc: Sean Zweig
Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

Ms. Kodwavi and Ms. Hussain,

As you no doubt know, counsel for all of the parties agreed to the following timetable in respect of the motion returnable before the Commercial List Court for 3 hours on April 11, 2022 at 10:00 am:

December 20, 2021	Responding affidavit(s) on behalf of the debtor
Jan 18/19, 2022	Cross-examinations on debtor affidavit(s) (transcripts to be expedited)
February 14, 2022	Delivery of responding affidavit(s) on behalf of purchasers
February 22, 2022	Delivery of reply materials on behalf of receiver
Week of Feb 28/22	Cross-examinations on purchasers' materials and/or written interrogatories on receiver's materials and/or such further or other examinations as may be agreed upon by the parties or otherwise compelled
March 21, 2022	Factum of receiver
April 1, 2022	Responding factum of purchasers
April 6, 2022	Reply factum of receiver, if any
April 11, 2022	Motion (3 hours)

As the principals did not deliver any affidavit material by December 20 (or, indeed, at all) as required, there will be no cross-examinations on January 18/19 as contemplated under the previously agreed upon timetable. Accordingly, the next step in connection with the motion under the present timetable is for you to deliver your responding affidavits by no later than February 14, 2022. Per our below correspondence to your counsel, we had proposed that we amend the timetable to push that deadline up from February 14 to February 4, with the deadline for the Receiver to deliver its reply materials also being moved up from February 22 to February 18, in order to provide all of the parties with more time before cross-examinations on the parties' materials during the week of February 28. Please advise whether you are amendable to the proposed revisions to the timetable. If you are not, then we will insist that the previously agreed upon timetable set out above be maintained and we trust any affidavits you intend to deliver will be delivered by no later than February 14 in accordance with the previously agreed upon timetable.

It is important to note that, given the timing of the motion and all of the steps that need to be undertaken in the lead up to the motion, there is no leeway in the timetable for any delays. As such, in the event you fail to deliver materials by February 14 at the absolute latest, which is over 5 weeks away from now, we will object to any attempt by you to late deliver materials.

We are available and would be pleased to discuss any of the above or the matter more generally. We look forward to hearing from you and getting this matter resolved in a timely manner.

Yours truly,



Joseph N. Blinick
Partner*, Bennett Jones LLP
*Denotes Professional Corporation

3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4
T. 416 777 4828 | F. 416 863 1716 | M. 416 803 7301
E. blinickj@bennettjones.com

From: Joseph Blinick

Sent: Thursday, January 6, 2022 2:52 PM

To: 'Joshua Freeman' <jfreeman@freemanlegal.ca>; Sean Zweig <ZweigS@bennettjones.com>; Sara Mosadeq <Sara@rarlitigation.com>

Cc: Safana Muzammil Kodwavi (Work) <safanakodwavi1@gmail.com>; Mahvesh Hussain (Other) <mahveshh@yahoo.com>

Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

Thank you, Josh. We will deal directly with Ms. Kodwavi and Ms. Hussain going forward.



Joseph N. Blinick
Partner*, Bennett Jones LLP
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T. 416 777 4828 | F. 416 863 1716 | M. 416 803 7301
E. blinickj@bennettjones.com

From: Joshua Freeman <jfreeman@freemanlegal.ca>

Sent: Thursday, January 6, 2022 2:22 PM

To: Joseph Blinick <BlinickJ@bennettjones.com>; Sean Zweig <ZweigS@bennettjones.com>; Sara Mosadeq <Sara@rarlitigation.com>

Cc: Safana Muzammil Kodwavi (Work) <safanakodwavi1@gmail.com>; Mahvesh Hussain (Other) <mahveshh@yahoo.com>

Subject: Re: Sunrise [BJ-WSLegal.FID5426269]

Importance: High

Dear Counsel:

Please be advised that I am no longer acting for Ms. Kodwavi or Ms. Hussain in connection with this matter.

Henceforth, your materials should be served on each in accordance with the applicable *Rules of Civil Procedure* and/or Court Orders. Copies of your materials, together with any other correspondence respecting this matter should also be sent to them via email to: safanakodwavi1@gmail.com and/or mahveshh@yahoo.com, being the email addresses at which I have most recently corresponded with each.

As I have never formally gone on the record, I will not be bringing a motion to be removed as the lawyer of record for these parties. However, should you wish to provide a copy of this correspondence to the Court to assist if/when advising for any reason that I was but am no longer acting for them, I invite you to do so.

Yours very truly,



JOSHUA FREEMAN

jfreeman@freemanlegal.ca

416.492.2775 Tel
416.926.9404 Fax

Exchange Tower
130 King Street West
Suite 1200, P.O. Box 212
Toronto, Ontario M5X 1A6

www.freemanlegal.ca

From: Joseph Blinick <BlinickJ@bennettjones.com>
Date: Thursday, January 6, 2022 at 12:49 PM
To: Joshua Freeman <jfreeman@freemanlegal.ca>
Cc: Sean Zweig <ZweigS@bennettjones.com>, Sara Mosadeq <Sara@rarlitigation.com>
Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

Josh,

As the principals did not deliver any affidavit material by December 20 in accordance with the court order or, indeed, at all, the timetable for the motion will need to be revised. Below is our proposed revised timetable. Please let us know if you have any comments as soon as you can so we can get this locked in.

December 20, 2021	Responding affidavit(s) on behalf of the debtor
Jan 18/19, 2022	Cross-examinations on debtor affidavit(s) (transcripts to be expedited)
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Finally, please note that we have copied counsel for the principals on this email as a courtesy; however, going forward, we do not intend to copy counsel for the principals on any further correspondence in connection with this matter.

Yours truly,



Joseph N. Blinick
Partner*, Bennett Jones LLP
*Denotes Professional Corporation

3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4
T. 416 777 4828 | F. 416 863 1716 | M. 416 803 7301
E. blinickj@bennettjones.com

From: Joseph Blinick
Sent: Monday, December 20, 2021 6:28 PM
To: 'Sara Mosadeq' <Sara@rarlitigation.com>; 'Joshua Freeman' <jfreeman@freemanlegal.ca>
Cc: Sean Zweig <ZweigS@bennettjones.com>
Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

Sara,

It's now end of day. We have not received your materials in accordance with Justice Penny's order. It's also now more than three weeks after you initially committed to delivering your materials. Given the circumstances, we take it you do not intend to deliver any materials. To the extent you attempt to late deliver materials after having already been granted indulgences and Justice Penny setting a deadline for delivery of end of day today, which has now passed, we will object.

Thank you,



Joseph N. Blinick
Partner*, Bennett Jones LLP
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Cc: Sean Zweig <ZweigS@bennettjones.com>
Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

Thanks all. Sara – we look forward to receiving your material by no later than end of day Monday in accordance with Justice Penny's order and the agreed upon timetable.



Joseph N. Blinick
Partner*, Bennett Jones LLP
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From: Sara Mosadeq <Sara@rarlitigation.com>
Sent: Tuesday, December 14, 2021 9:07 AM
To: Joshua Freeman <jfreeman@freemanlegal.ca>; Joseph Blinick <BlinickJ@bennettjones.com>
Cc: Sean Zweig <ZweigS@bennettjones.com>
Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

Fine with me as well.



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From: Joshua Freeman <jfreeman@freemanlegal.ca>
Sent: December 13, 2021 12:37 PM
To: Joseph Blinick <BlinickJ@bennettjones.com>; Sara Mosadeq <Sara@rarlitigation.com>
Cc: Sean Zweig <ZweigS@bennettjones.com>
Subject: Re: Sunrise [BJ-WSLegal.FID5426269]

Fine by me. Will reach out to my clients to confirm their availability/agreement. In the interim, let's proceed on the assumption that this should work.



JOSHUA FREEMAN
jfreeman@freemanlegal.ca
416.492.2775

From: Joseph Blinick <BlinickJ@bennettjones.com>
Date: Monday, December 13, 2021 at 12:19 PM
To: Sara Mosadeq <Sara@rarlitigation.com>, Joshua Freeman <jfreeman@freemanlegal.ca>
Cc: Sean Zweig <ZweigS@bennettjones.com>
Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

Sara,

Thanks for your email. We are fine to proceed with cross-examinations on January 18/19. We disagree with your position regarding further cross-examinations of the principals; however, in the interest of moving forward, we will simply reserve all of our client's rights on the issue, including its rights to compel a further attendance should it ultimately be required.

I believe we should now have an agreement on the timetable, subject to any issues on Josh's end. Josh – please confirm your agreement to the timetable so we can proceed accordingly. For ease of reference, I have set out the updated timetable here:

December 20, 2021	Responding affidavit(s) on behalf of the debtor
Jan <u>18/19</u> , 2022	Cross-examinations on debtor affidavit(s) (transcripts to be expedited)
February 14, 2022	Delivery of responding affidavit(s) on behalf of purchasers
February 22, 2022	Delivery of reply materials on behalf of receiver
Week of Feb 28/22	Cross-examinations on purchasers' <u>materials</u> and/or <u>written interrogatories on receiver's materials</u> <u>and/or such further or other examinations as may be agreed upon by the parties or otherwise compelled</u>
March 21, 2022	Factum of receiver
April 1, 2022	Responding fact <u>um</u> of <u>respondents purchasers</u>
April 6, 2022	Reply factum of receiver, if any
April 11, 2022	Motion (3 hours)

Thank you,



Joseph N. Blinick
Partner*, Bennett Jones LLP
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T. [416 777 4828](tel:4167774828) | F. [416 863 1716](tel:4168631716) | M. [416 803 7301](tel:4168037301)
E. blinickj@bennettjones.com

From: Sara Mosadeq <Sara@rarlitigation.com>
Sent: Monday, December 13, 2021 8:57 AM
To: Joseph Blinick <BlinickJ@bennettjones.com>; Joshua Freeman <jfreeman@freemanlegal.ca>
Cc: Sean Zweig <ZweigS@bennettjones.com>
Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

January 17 does not work for me for cross-examinations. January 18 or 19 work fine.

I am not presenting my clients for further cross-examinations, particularly on a motion they have no standing on. So there will be no further cross examinations of my clients following January 18/19. Even if there was a compelling reason for my clients to be cross-examined again – I am not available from mid-February until the second week of April. I have a number of long motions and a trial scheduled for March.



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From: Joseph Blinick <BlinickJ@bennettjones.com>
Sent: December 10, 2021 10:49 AM
To: Joshua Freeman <jfreeman@freemanlegal.ca>
Cc: Sara Mosadeq <Sara@rarlitigation.com>; Sean Zweig <ZweigS@bennettjones.com>
Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

Thanks. Sara – please confirm your agreement to the below timetable so we can get it finalized.

**Joseph N. Blinick**
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*Denotes Professional Corporation
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E. blinickj@bennettjones.com

From: Joshua Freeman <jfreeman@freemanlegal.ca>
Sent: Friday, December 10, 2021 10:41 AM
To: Joseph Blinick <BlinickJ@bennettjones.com>
Cc: Sara Mosadeq <Sara@rarlitigation.com>; Sean Zweig <ZweigS@bennettjones.com>
Subject: Re: Sunrise [BJ-WSLegal.FID5426269]

Joey:

I have no objections/comments re proposed changes re crosses.

I used facta (plural), as I don't know whether Sara intends to deliver a factum. I will let her address that. But note for clarity that I intend to deliver one.

Joshua Freeman
Freeman Legal
416.492.2775

Sent from a wireless device

On Dec 10, 2021, at 10:22 AM, Joseph Blinick <BlinickJ@bennettjones.com> wrote:

Thanks Josh. This is fine by us, subject to the minor modifications noted **below**. We look forward to receiving the principals' affidavits by no later than December 20 and proceeding with the balance of the steps leading up to the hearing on April 11 so that we can get this matter fully and finally resolved.



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E. blinickj@bennettjones.com

From: Joshua Freeman <jfreeman@freemanlegal.ca>
Sent: Friday, December 10, 2021 9:04 AM
To: Joseph Blinick <BlinickJ@bennettjones.com>; Sara Mosadeq <Sara@rarlitigation.com>
Subject: Sunrise

Counsel:

I received from Joey a copy of Penny, J's Endorsement (copy attached), which notes that our motion has been scheduled to be heard on April 11, 2022 and that Sara's clients are required to deliver their responding materials by no later than December 20, 2021. As such, I propose the following revised timetable:

December 20, 2021	Responding affidavit(s) on behalf of the debtor
Jan 17 or 18, 2022	Cross-examinations on debtor affidavit(s) (transcripts to be expedited)
February 14, 2022	Delivery of responding affidavit(s) on behalf of purchasers
February 22, 2022	Delivery of reply materials on behalf of receiver
Week of Feb 28/22	Cross-examinations on purchasers' <u>materials</u> and/or <u>written interrogatories on receiver's materials</u> <u>and/or re-examination of principals on issues raised in purchasers' responding affidavit(s)</u>
March 21, 2022	Factum of receiver
April 1, 2022	Responding factum of <u>respondents purchasers</u>
April 6, 2022	Reply factum of receiver, if any
April 11, 2022	Motion (3 hours)

Please provide any comments you may have on the proposed revised timetable above (original attached for ease of reference). Once counsel have agreed on dates, I will confirm my clients' agreement/availability re same.



JOSHUA FREEMAN
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TAB M

Madison Van Doorn

From: Joseph Blinick
Sent: Thursday, January 27, 2022 12:47 PM
To: Safana Muzammil Kodwavi (Work); Mahvesh Hussain (Other)
Cc: Sean Zweig
Subject: RE: Sunrise [BJ-WSLegal.FID5692625]

Ms. Kodwavi and Ms. Hussain,

We still have not heard from you. As a friendly reminder, your affidavit evidence is due by no later than February 14. We trust it will be delivered by then, failing which we intend to proceed with the motion in respect of the deposit funds on the basis that is unopposed, which may include seeking an earlier hearing date.

Of course, please contact us if you have any questions or comments, or if there is anything you would like to discuss. We're available at your convenience.

Thank you,



Joseph N. Blinick
Partner*, Bennett Jones LLP
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E. blinickj@bennettjones.com

From: Joseph Blinick
Sent: Thursday, January 13, 2022 10:58 AM
To: 'Safana Muzammil Kodwavi (Work)' <safanakodwavi1@gmail.com>; 'Mahvesh Hussain (Other)' <mahveshh@yahoo.com>
Cc: Sean Zweig <ZweigS@bennettjones.com>
Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

Good morning Ms. Kodwavi and Ms. Hussain,

We have yet to receive a response from either of you on our below communication sent last week. May we please hear back from you? We are available to discuss to the extent it would be helpful.

We look forward to hearing from you and moving this matter forward in a timely manner.

Thank you,



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Partner*, Bennett Jones LLP
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E. blinickj@bennettjones.com

From: Joseph Blinick
Sent: Thursday, January 6, 2022 3:14 PM
To: 'Safana Muzammil Kodwavi (Work)' <safanakodwavi1@gmail.com>; 'Mahvesh Hussain (Other)'

<mahveshh@yahoo.com>

Cc: Sean Zweig <ZweigS@bennettjones.com>

Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

Ms. Kodwavi and Ms. Hussain,

As you no doubt know, counsel for all of the parties agreed to the following timetable in respect of the motion returnable before the Commercial List Court for 3 hours on April 11, 2022 at 10:00 am:

December 20, 2021	Responding affidavit(s) on behalf of the debtor
Jan 18/19, 2022	Cross-examinations on debtor affidavit(s) (transcripts to be expedited)
February 14, 2022	Delivery of responding affidavit(s) on behalf of purchasers
February 22, 2022	Delivery of reply materials on behalf of receiver
Week of Feb 28/22	Cross-examinations on purchasers' materials and/or written interrogatories on receiver's materials and/or such further or other examinations as may be agreed upon by the parties or otherwise compelled
March 21, 2022	Factum of receiver
April 1, 2022	Responding factum of purchasers
April 6, 2022	Reply factum of receiver, if any
April 11, 2022	Motion (3 hours)

As the principals did not deliver any affidavit material by December 20 (or, indeed, at all) as required, there will be no cross-examinations on January 18/19 as contemplated under the previously agreed upon timetable. Accordingly, the next step in connection with the motion under the present timetable is for you to deliver your responding affidavits by no later than February 14, 2022. Per our below correspondence to your counsel, we had proposed that we amend the timetable to push that deadline up from February 14 to February 4, with the deadline for the Receiver to deliver its reply materials also being moved up from February 22 to February 18, in order to provide all of the parties with more time before cross-examinations on the parties' materials during the week of February 28. Please advise whether you are amendable to the proposed revisions to the timetable. If you are not, then we will insist that the previously agreed upon timetable set out above be maintained and we trust any affidavits you intend to deliver will be delivered by no later than February 14 in accordance with the previously agreed upon timetable.

It is important to note that, given the timing of the motion and all of the steps that need to be undertaken in the lead up to the motion, there is no leeway in the timetable for any delays. As such, in the event you fail to deliver materials by February 14 at the absolute latest, which is over 5 weeks away from now, we will object to any attempt by you to late deliver materials.

We are available and would be pleased to discuss any of the above or the matter more generally. We look forward to hearing from you and getting this matter resolved in a timely manner.

Yours truly,



Joseph N. Blinick

Partner*, Bennett Jones LLP

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E. blinickj@bennettjones.com

From: Joseph Blinick

Sent: Thursday, January 6, 2022 2:52 PM

To: 'Joshua Freeman' <jfreeman@freemanlegal.ca>; Sean Zweig <ZweigS@bennettjones.com>; Sara Mosadeq <Sara@rarlitigation.com>

Cc: Safana Muzammil Kodwavi (Work) <safanakodwavi1@gmail.com>; Mahvesh Hussain (Other)

<mahveshh@yahoo.com>

Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

Thank you, Josh. We will deal directly with Ms. Kodwavi and Ms. Hussain going forward.



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E. blinickj@bennettjones.com

From: Joshua Freeman <jfreeman@freemanlegal.ca>

Sent: Thursday, January 6, 2022 2:22 PM

To: Joseph Blinick <BlinickJ@bennettjones.com>; Sean Zweig <ZweigS@bennettjones.com>; Sara Mosadeq <Sara@rarlitigation.com>

Cc: Safana Muzammil Kodwavi (Work) <safanakodwavi1@gmail.com>; Mahvesh Hussain (Other) <mahveshh@yahoo.com>

Subject: Re: Sunrise [BJ-WSLegal.FID5426269]

Importance: High

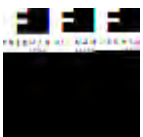
Dear Counsel:

Please be advised that I am no longer acting for Ms. Kodwavi or Ms. Hussain in connection with this matter.

Henceforth, your materials should be served on each in accordance with the applicable *Rules of Civil Procedure* and/or Court Orders. Copies of your materials, together with any other correspondence respecting this matter should also be sent to them via email to: safanakodwavi1@gmail.com and/or mahveshh@yahoo.com, being the email addresses at which I have most recently corresponded with each.

As I have never formally gone on the record, I will not be bringing a motion to be removed as the lawyer of record for these parties. However, should you wish to provide a copy of this correspondence to the Court to assist if/when advising for any reason that I was but am no longer acting for them, I invite you to do so.

Yours very truly,



JOSHUA FREEMAN

jfreeman@freemanlegal.ca

416.492.2775 Tel
416.926.9404 Fax

Exchange Tower
130 King Street West
Suite 1200, P.O. Box 212
Toronto, Ontario M5X 1A6

www.freemanlegal.ca

From: Joseph Blinick <BlinickJ@bennettjones.com>

Date: Thursday, January 6, 2022 at 12:49 PM

To: Joshua Freeman <jfreeman@freemanlegal.ca>

Cc: Sean Zweig <ZweigS@bennettjones.com>, Sara Mosadeq <Sara@rarlitigation.com>

Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

Josh,

As the principals did not deliver any affidavit material by December 20 in accordance with the court order or, indeed, at all, the timetable for the motion will need to be revised. Below is our proposed revised timetable. Please let us know if you have any comments as soon as you can so we can get this locked in.

December 20, 2021	Responding affidavit(s) on behalf of the debtor
Jan 18/19, 2022	Cross-examinations on debtor affidavit(s) (transcripts to be expedited)
February 14, 2022	Delivery of responding affidavit(s) on behalf of purchasers
February 22 <u>18</u> , 2022	Delivery of reply materials on behalf of receiver
Week of Feb 28/22	Cross-examinations on purchasers' materials and/or written interrogatories on receiver's materials and/or such further or other examinations as may be agreed upon by the parties or otherwise compelled
March 21, 2022	Factum of receiver
April 1, 2022	Responding factum of purchasers
April 6, 2022	Reply factum of receiver, if any
April 11, 2022	Motion (3 hours)

As a separate matter, given all of the circumstances (including the serious allegations that have been made against the principals and the lack of any responding evidence from the principals coupled with their counsel's confirmation delivered on December 13 that they have no standing on this motion), your clients are in a position where their ability to assert any entitlement to any of the deposit monies at issue will be even more untenable than it was previously. Should your clients maintain their opposition to the motion and cause the Receiver to proceed with the above-noted steps and needlessly incur costs in connection with the motion, the Receiver will be seeking all of its costs as against your clients on a full indemnity basis. As you can imagine, these costs will no doubt be significant. Accordingly, we invite your clients to consent to the relief sought on the motion with a view to avoiding the costs associated with same and conserving valuable judicial resources that would be better directed elsewhere. Should your clients decline that invitation, they do so at their own peril and on full notice that the Receiver will be seeking costs as against them on an elevated scale. We will bring this correspondence to the attention of the Court at the appropriate time should it be necessary.

Finally, please note that we have copied counsel for the principals on this email as a courtesy; however, going forward, we do not intend to copy counsel for the principals on any further correspondence in connection with this matter.

Yours truly,



Joseph N. Blinick
Partner*, Bennett Jones LLP
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T. 416 777 4828 | F. 416 863 1716 | M. 416 803 7301
E. blinickj@bennettjones.com

From: Joseph Blinick
Sent: Monday, December 20, 2021 6:28 PM
To: 'Sara Mosadeq' <Sara@rarlitigation.com>; 'Joshua Freeman' <jfreeman@freemanlegal.ca>
Cc: Sean Zweig <ZweigS@bennettjones.com>
Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

Sara,

It's now end of day. We have not received your materials in accordance with Justice Penny's order. It's also now more than three weeks after you initially committed to delivering your materials. Given the circumstances, we take it you do not intend to deliver any materials. To the extent you attempt to late deliver materials after having already been granted indulgences and Justice Penny setting a deadline for delivery of end of day today, which has now passed, we will object.

Thank you,



Joseph N. Blinick
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E. blinickj@bennettjones.com

From: Joseph Blinick
Sent: Tuesday, December 14, 2021 9:49 AM
To: 'Sara Mosadeq' <Sara@rarlitigation.com>; Joshua Freeman <jfreeman@freemanlegal.ca>
Cc: Sean Zweig <ZweigS@bennettjones.com>
Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

Thanks all. Sara – we look forward to receiving your material by no later than end of day Monday in accordance with Justice Penny's order and the agreed upon timetable.



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E. blinickj@bennettjones.com

From: Sara Mosadeq <Sara@rarlitigation.com>
Sent: Tuesday, December 14, 2021 9:07 AM
To: Joshua Freeman <jfreeman@freemanlegal.ca>; Joseph Blinick <BlinickJ@bennettjones.com>
Cc: Sean Zweig <ZweigS@bennettjones.com>
Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

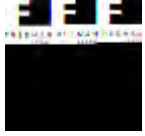
Fine with me as well.



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From: Joshua Freeman <jfreeman@freemanlegal.ca>
Sent: December 13, 2021 12:37 PM
To: Joseph Blinick <BlinickJ@bennettjones.com>; Sara Mosadeq <Sara@rarlitigation.com>
Cc: Sean Zweig <ZweigS@bennettjones.com>
Subject: Re: Sunrise [BJ-WSLegal.FID5426269]

Fine by me. Will reach out to my clients to confirm their availability/agreement. In the interim, let's proceed on the assumption that this should work.



JOSHUA FREEMAN
 jfreeman@freemanlegal.ca
 416.492.2775

From: Joseph Blinick <BlinickJ@bennettjones.com>
Date: Monday, December 13, 2021 at 12:19 PM
To: Sara Mosadeq <Sara@rarlitigation.com>, Joshua Freeman <jfreeman@freemanlegal.ca>
Cc: Sean Zweig <ZweigS@bennettjones.com>
Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

Sara,

Thanks for your email. We are fine to proceed with cross-examinations on January 18/19. We disagree with your position regarding further cross-examinations of the principals; however, in the interest of moving forward, we will simply reserve all of our client's rights on the issue, including its rights to compel a further attendance should it ultimately be required.

I believe we should now have an agreement on the timetable, subject to any issues on Josh's end. Josh – please confirm your agreement to the timetable so we can proceed accordingly. For ease of reference, I have set out the updated timetable here:

December 20, 2021	Responding affidavit(s) on behalf of the debtor
Jan 18/19, 2022	Cross-examinations on debtor affidavit(s) (transcripts to be expedited)
February 14, 2022	Delivery of responding affidavit(s) on behalf of purchasers
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Week of Feb 28/22	Cross-examinations on purchasers' <u>materials</u> and/or <u>written interrogatories on receiver's materials</u> <u>and/or such further or other examinations as may be agreed upon by the parties or otherwise compelled</u>
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April 6, 2022	Reply factum of receiver, if any
April 11, 2022	Motion (3 hours)

Thank you,



Joseph N. Blinick
*Partner**, Bennett Jones LLP
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From: Sara Mosadeq <Sara@rarlitigation.com>
Sent: Monday, December 13, 2021 8:57 AM
To: Joseph Blinick <BlinickJ@bennettjones.com>; Joshua Freeman <jfreeman@freemanlegal.ca>
Cc: Sean Zweig <ZweigS@bennettjones.com>
Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

January 17 does not work for me for cross-examinations. January 18 or 19 work fine.

I am not presenting my clients for further cross-examinations, particularly on a motion they have no standing on. So there will be no further cross examinations of my clients following January 18/19. Even if there was a compelling reason for my clients to be cross-examined again – I am not available from mid-February until the second week of April. I have a number of long motions and a trial scheduled for March.



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From: Joseph Blinick <BlinickJ@bennettjones.com>
Sent: December 10, 2021 10:49 AM
To: Joshua Freeman <jfreeman@freemanlegal.ca>
Cc: Sara Mosadeq <Sara@rarlitigation.com>; Sean Zweig <ZweigS@bennettjones.com>
Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

Thanks. Sara – please confirm your agreement to the below timetable so we can get it finalized.



Joseph N. Blinick
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*Denotes Professional Corporation

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E. blinickj@bennettjones.com

From: Joshua Freeman <jfreeman@freemanlegal.ca>
Sent: Friday, December 10, 2021 10:41 AM
To: Joseph Blinick <BlinickJ@bennettjones.com>
Cc: Sara Mosadeq <Sara@rarlitigation.com>; Sean Zweig <ZweigS@bennettjones.com>
Subject: Re: Sunrise [BJ-WSLegal.FID5426269]

Joey:

I have no objections/comments re proposed changes re crosses.

I used facta (plural), as I don't know whether Sara intends to deliver a factum. I will let her address that. But note for clarity that I intend to deliver one.

Joshua Freeman
Freeman Legal
416.492.2775

Sent from a wireless device

On Dec 10, 2021, at 10:22 AM, Joseph Blinick <BlinickJ@bennettjones.com> wrote:

Thanks Josh. This is fine by us, subject to the minor modifications noted **below**. We look forward to receiving the principals' affidavits by no later than December 20 and proceeding with the balance of the steps leading up to the hearing on April 11 so that we can get this matter fully and finally resolved.



Joseph N. Blinick
Partner*, Bennett Jones LLP
**Denotes Professional Corporation*

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E. blinickj@bennettjones.com

From: Joshua Freeman <jfreeman@freemanlegal.ca>
Sent: Friday, December 10, 2021 9:04 AM
To: Joseph Blinick <BlinickJ@bennettjones.com>; Sara Mosadeq <Sara@rarlitigation.com>
Subject: Sunrise

Counsel:

I received from Joey a copy of Penny, J's Endorsement (copy attached), which notes that our motion has been scheduled to be heard on April 11, 2022 and that Sara's clients are required to deliver their responding materials by no later than December 20, 2021. As such, I propose the following revised timetable:

December 20, 2021	Responding affidavit(s) on behalf of the debtor
Jan 17 or 18, 2022	Cross-examinations on debtor affidavit(s) (transcripts to be expedited)
February 14, 2022	Delivery of responding affidavit(s) on behalf of purchasers
February 22, 2022	Delivery of reply materials on behalf of receiver
Week of Feb 28/22	Cross-examinations on purchasers' <u>materials</u> and/or <u>written interrogatories on receiver's materials</u> <u>and/or re-examination of principals on issues raised in purchasers' responding affidavit(s)</u>
March 21, 2022	Factum of receiver
April 1, 2022	Responding fact <u>um</u> of <u>respondents</u> <u>purchasers</u>
April 6, 2022	Reply factum of receiver, if any
April 11, 2022	Motion (3 hours)

Please provide any comments you may have on the proposed revised timetable above (original attached for ease of reference). Once counsel have agreed on dates, I will confirm my clients' agreement/availability re same.



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TAB N

Madison Van Doorn

From: Joseph Blinick
Sent: Thursday, February 10, 2022 4:03 PM
To: Safana Muzammil Kodwavi (Work); Mahvesh Hussain (Other)
Cc: Sean Zweig
Subject: RE: Sunrise [BJ-WSLegal.FID5692625]

Ms. Kodwavi and Ms. Hussain,

We are just following up on our below correspondence again as we still have not heard anything from either of you despite us following up multiple times over the course of the past five weeks. As previously advised, in accordance with the previously agreed upon timetable, [your affidavit material is due this coming Monday, February 14](#). In the event we do not receive your affidavit material by then, we will proceed with the motion on the basis that it is unopposed and we will also seek to have the motion heard earlier than April 11 given that there will be no need for cross-examinations or certain other steps contemplated under the previously agreed upon timetable. As we have not heard from you, we made inquiries with the Court about earlier motion dates. The Court has availability to hear the motion on March 10, and we intend to proceed with the motion then if your affidavit material is not received by February 14.

Thank you,



Joseph N. Blinick
Partner*, Bennett Jones LLP
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E. blinickj@bennettjones.com

From: Joseph Blinick
Sent: Thursday, January 27, 2022 12:47 PM
To: Safana Muzammil Kodwavi (Work) <safanakodwavi1@gmail.com>; Mahvesh Hussain (Other) <mahveshh@yahoo.com>
Cc: Sean Zweig <ZweigS@bennettjones.com>
Subject: RE: Sunrise [BJ-WSLegal.FID5692625]

Ms. Kodwavi and Ms. Hussain,

We still have not heard from you. As a friendly reminder, your affidavit evidence is due by no later than February 14. We trust it will be delivered by then, failing which we intend to proceed with the motion in respect of the deposit funds on the basis that is unopposed, which may include seeking an earlier hearing date.

Of course, please contact us if you have any questions or comments, or if there is anything you would like to discuss. We're available at your convenience.

Thank you,



Joseph N. Blinick
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E. blinickj@bennettjones.com

From: Joseph Blinick
Sent: Thursday, January 13, 2022 10:58 AM
To: 'Safana Muzammil Kodwavi (Work)' <safanakodwavi1@gmail.com>; 'Mahvesh Hussain (Other)' <mahveshh@yahoo.com>
Cc: Sean Zweig <ZweigS@bennettjones.com>
Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

Good morning Ms. Kodwavi and Ms. Hussain,

We have yet to receive a response from either of you on our below communication sent last week. May we please hear back from you? We are available to discuss to the extent it would be helpful.

We look forward to hearing from you and moving this matter forward in a timely manner.

Thank you,



Joseph N. Blinick
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E. blinickj@bennettjones.com

From: Joseph Blinick
Sent: Thursday, January 6, 2022 3:14 PM
To: 'Safana Muzammil Kodwavi (Work)' <safanakodwavi1@gmail.com>; 'Mahvesh Hussain (Other)' <mahveshh@yahoo.com>
Cc: Sean Zweig <ZweigS@bennettjones.com>
Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

Ms. Kodwavi and Ms. Hussain,

As you no doubt know, counsel for all of the parties agreed to the following timetable in respect of the motion returnable before the Commercial List Court for 3 hours on April 11, 2022 at 10:00 am:

December 20, 2021	Responding affidavit(s) on behalf of the debtor
Jan 18/19, 2022	Cross-examinations on debtor affidavit(s) (transcripts to be expedited)
February 14, 2022	Delivery of responding affidavit(s) on behalf of purchasers
February 22, 2022	Delivery of reply materials on behalf of receiver
Week of Feb 28/22	Cross-examinations on purchasers' materials and/or written interrogatories on receiver's materials and/or such further or other examinations as may be agreed upon by the parties or otherwise compelled
March 21, 2022	Factum of receiver
April 1, 2022	Responding factum of purchasers
April 6, 2022	Reply factum of receiver, if any
April 11, 2022	Motion (3 hours)

As the principals did not deliver any affidavit material by December 20 (or, indeed, at all) as required, there will be no cross-examinations on January 18/19 as contemplated under the previously agreed upon timetable. Accordingly, the next step in connection with the motion under the present timetable is for you to deliver your responding affidavits by no later than February 14, 2022. Per our below correspondence to your counsel, we had proposed that we amend the timetable to push that deadline up from February 14 to February 4, with the deadline for the Receiver to deliver its reply materials also being moved up from February 22 to February 18, in order to provide all of the parties with more time

before cross-examinations on the parties' materials during the week of February 28. Please advise whether you are amendable to the proposed revisions to the timetable. If you are not, then we will insist that the previously agreed upon timetable set out above be maintained and we trust any affidavits you intend to deliver will be delivered by no later than February 14 in accordance with the previously agreed upon timetable.

It is important to note that, given the timing of the motion and all of the steps that need to be undertaken in the lead up to the motion, there is no leeway in the timetable for any delays. As such, in the event you fail to deliver materials by February 14 at the absolute latest, which is over 5 weeks away from now, we will object to any attempt by you to late deliver materials.

We are available and would be pleased to discuss any of the above or the matter more generally. We look forward to hearing from you and getting this matter resolved in a timely manner.

Yours truly,



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Partner*, Bennett Jones LLP
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E. blinickj@bennettjones.com

From: Joseph Blinick
Sent: Thursday, January 6, 2022 2:52 PM
To: 'Joshua Freeman' <jfreeman@freemanlegal.ca>; Sean Zweig <ZweigS@bennettjones.com>; Sara Mosadeq <Sara@rarlitigation.com>
Cc: Safana Muzammil Kodwavi (Work) <safanakodwavi1@gmail.com>; Mahvesh Hussain (Other) <mahveshh@yahoo.com>
Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

Thank you, Josh. We will deal directly with Ms. Kodwavi and Ms. Hussain going forward.



Joseph N. Blinick
Partner*, Bennett Jones LLP
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E. blinickj@bennettjones.com

From: Joshua Freeman <jfreeman@freemanlegal.ca>
Sent: Thursday, January 6, 2022 2:22 PM
To: Joseph Blinick <BlinickJ@bennettjones.com>; Sean Zweig <ZweigS@bennettjones.com>; Sara Mosadeq <Sara@rarlitigation.com>
Cc: Safana Muzammil Kodwavi (Work) <safanakodwavi1@gmail.com>; Mahvesh Hussain (Other) <mahveshh@yahoo.com>
Subject: Re: Sunrise [BJ-WSLegal.FID5426269]
Importance: High

Dear Counsel:

Please be advised that I am no longer acting for Ms. Kodwavi or Ms. Hussain in connection with this matter.

Henceforth, your materials should be served on each in accordance with the applicable *Rules of Civil Procedure* and/or Court Orders. Copies of your materials, together with any other correspondence respecting this matter

should also be sent to them via email to: safanakodwavi1@gmail.com and/or mahveshh@yahoo.com, being the email addresses at which I have most recently corresponded with each.

As I have never formally gone on the record, I will not be bringing a motion to be removed as the lawyer of record for these parties. However, should you wish to provide a copy of this correspondence to the Court to assist if/when advising for any reason that I was but am no longer acting for them, I invite you to do so.

Yours very truly,



JOSHUA FREEMAN

jfreeman@freemanlegal.ca

416.492.2775 Tel

416.926.9404 Fax

Exchange Tower

130 King Street West

Suite 1200, P.O. Box 212

Toronto, Ontario M5X 1A6

www.freemanlegal.ca

From: Joseph Blinick <BlinickJ@bennettjones.com>

Date: Thursday, January 6, 2022 at 12:49 PM

To: Joshua Freeman <jfreeman@freemanlegal.ca>

Cc: Sean Zweig <ZweigS@bennettjones.com>, Sara Mosadeq <Sara@rarlitigation.com>

Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

Josh,

As the principals did not deliver any affidavit material by December 20 in accordance with the court order or, indeed, at all, the timetable for the motion will need to be revised. Below is our proposed revised timetable. Please let us know if you have any comments as soon as you can so we can get this locked in.

December 20, 2021	Responding affidavit(s) on behalf of the debtor
Jan 18/19, 2022	Cross-examinations on debtor affidavit(s) (transcripts to be expedited)
February 14, 2022	Delivery of responding affidavit(s) on behalf of purchasers
February 22 18, 2022	Delivery of reply materials on behalf of receiver
Week of Feb 28/22	Cross-examinations on purchasers' materials and/or written interrogatories on receiver's materials and/or such further or other examinations as may be agreed upon by the parties or otherwise compelled
March 21, 2022	Factum of receiver
April 1, 2022	Responding factum of purchasers
April 6, 2022	Reply factum of receiver, if any
April 11, 2022	Motion (3 hours)

As a separate matter, given all of the circumstances (including the serious allegations that have been made against the principals and the lack of any responding evidence from the principals coupled with their counsel's confirmation delivered on December 13 that they have no standing on this motion), your clients are in a position where their ability to assert any entitlement to any of the deposit monies at issue will be even more untenable than it was previously. Should your clients maintain their opposition to the motion and cause the Receiver to proceed with the above-noted steps and needlessly incur costs in connection with the motion, the Receiver will be seeking all of its costs as against your clients on a full indemnity basis. As you can imagine, these costs will no doubt be significant. Accordingly, we invite your clients to consent to the relief sought on the motion with a view to avoiding the costs associated with same and conserving valuable judicial resources that would be better directed elsewhere. Should your clients decline that invitation, they do so at their own peril and on full notice that the Receiver will be seeking costs as against them on an

elevated scale. We will bring this correspondence to the attention of the Court at the appropriate time should it be necessary.

Finally, please note that we have copied counsel for the principals on this email as a courtesy; however, going forward, we do not intend to copy counsel for the principals on any further correspondence in connection with this matter.

Yours truly,



Joseph N. Blinick
Partner*, Bennett Jones LLP
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T. 416 777 4828 | F. 416 863 1716 | M. 416 803 7301
E. blinickj@bennettjones.com

From: Joseph Blinick
Sent: Monday, December 20, 2021 6:28 PM
To: 'Sara Mosadeq' <Sara@rarlitigation.com>; 'Joshua Freeman' <jfreeman@freemanlegal.ca>
Cc: Sean Zweig <ZweigS@bennettjones.com>
Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

Sara,

It's now end of day. We have not received your materials in accordance with Justice Penny's order. It's also now more than three weeks after you initially committed to delivering your materials. Given the circumstances, we take it you do not intend to deliver any materials. To the extent you attempt to late deliver materials after having already been granted indulgences and Justice Penny setting a deadline for delivery of end of day today, which has now passed, we will object.

Thank you,



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T. 416 777 4828 | F. 416 863 1716 | M. 416 803 7301
E. blinickj@bennettjones.com

From: Joseph Blinick
Sent: Tuesday, December 14, 2021 9:49 AM
To: 'Sara Mosadeq' <Sara@rarlitigation.com>; Joshua Freeman <jfreeman@freemanlegal.ca>
Cc: Sean Zweig <ZweigS@bennettjones.com>
Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

Thanks all. Sara – we look forward to receiving your material by no later than end of day Monday in accordance with Justice Penny's order and the agreed upon timetable.



Joseph N. Blinick
Partner*, Bennett Jones LLP
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E. blinickj@bennettjones.com

From: Sara Mosadeq <Sara@rarlitigation.com>
Sent: Tuesday, December 14, 2021 9:07 AM
To: Joshua Freeman <jfreeman@freemanlegal.ca>; Joseph Blinick <BlinickJ@bennettjones.com>
Cc: Sean Zweig <ZweigS@bennettjones.com>
Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

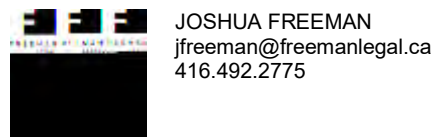
Fine with me as well.



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From: Joshua Freeman <jfreeman@freemanlegal.ca>
Sent: December 13, 2021 12:37 PM
To: Joseph Blinick <BlinickJ@bennettjones.com>; Sara Mosadeq <Sara@rarlitigation.com>
Cc: Sean Zweig <ZweigS@bennettjones.com>
Subject: Re: Sunrise [BJ-WSLegal.FID5426269]

Fine by me. Will reach out to my clients to confirm their availability/agreement. In the interim, let's proceed on the assumption that this should work.



From: Joseph Blinick <BlinickJ@bennettjones.com>
Date: Monday, December 13, 2021 at 12:19 PM
To: Sara Mosadeq <Sara@rarlitigation.com>, Joshua Freeman <jfreeman@freemanlegal.ca>
Cc: Sean Zweig <ZweigS@bennettjones.com>
Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

Sara,

Thanks for your email. We are fine to proceed with cross-examinations on January 18/19. We disagree with your position regarding further cross-examinations of the principals; however, in the interest of moving forward, we will simply reserve all of our client's rights on the issue, including its rights to compel a further attendance should it ultimately be required.

I believe we should now have an agreement on the timetable, subject to any issues on Josh's end. Josh – please confirm your agreement to the timetable so we can proceed accordingly. For ease of reference, I have set out the updated timetable here:

December 20, 2021 Responding affidavit(s) on behalf of the debtor

Jan 18/19, 2022	Cross-examinations on debtor affidavit(s) (transcripts to be expedited)
February 14, 2022	Delivery of responding affidavit(s) on behalf of purchasers
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Week of Feb 28/22	Cross-examinations on purchasers' <u>materials</u> and/or <u>written interrogatories on receiver's materials</u> <u>and/or such further or other examinations as may be agreed upon by the parties or otherwise compelled</u>
March 21, 2022	Factum of receiver
April 1, 2022	Responding factum of <u>respondents purchasers</u>
April 6, 2022	Reply factum of receiver, if any
April 11, 2022	Motion (3 hours)

Thank you,



Joseph N. Blinick
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E. blinickj@bennettjones.com

From: Sara Mosadeq <Sara@rarlitigation.com>
Sent: Monday, December 13, 2021 8:57 AM
To: Joseph Blinick <BlinickJ@bennettjones.com>; Joshua Freeman <jfreeman@freemanlegal.ca>
Cc: Sean Zweig <ZweigS@bennettjones.com>
Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

January 17 does not work for me for cross-examinations. January 18 or 19 work fine.

I am not presenting my clients for further cross-examinations, particularly on a motion they have no standing on. So there will be no further cross examinations of my clients following January 18/19. Even if there was a compelling reason for my clients to be cross-examined again – I am not available from mid-February until the second week of April. I have a number of long motions and a trial scheduled for March.



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From: Joseph Blinick <BlinickJ@bennettjones.com>
Sent: December 10, 2021 10:49 AM
To: Joshua Freeman <jfreeman@freemanlegal.ca>
Cc: Sara Mosadeq <Sara@rarlitigation.com>; Sean Zweig <ZweigS@bennettjones.com>
Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

Thanks. Sara – please confirm your agreement to the below timetable so we can get it finalized.



Joseph N. Blinick
*Partner**, Bennett Jones LLP
 *Denotes Professional Corporation

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Joey:

I have no objections/comments re proposed changes re crosses.

I used facta (plural), as I don't know whether Sara intends to deliver a factum. I will let her address that. But note for clarity that I intend to deliver one.

Joshua Freeman
 Freeman Legal
 416.492.2775

Sent from a wireless device

On Dec 10, 2021, at 10:22 AM, Joseph Blinick <BlinickJ@bennettjones.com> wrote:

Thanks Josh. This is fine by us, subject to the minor modifications noted **below**. We look forward to receiving the principals' affidavits by no later than December 20 and proceeding with the balance of the steps leading up to the hearing on April 11 so that we can get this matter fully and finally resolved.



Joseph N. Blinick
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Sent: Friday, December 10, 2021 9:04 AM
To: Joseph Blinick <BlinickJ@bennettjones.com>; Sara Mosadeq <Sara@rarlitigation.com>
Subject: Sunrise

Counsel:

I received from Joey a copy of Penny, J's Endorsement (copy attached), which notes that our motion has been scheduled to be heard on April 11, 2022 and that Sara's clients are required to deliver their responding materials by no later than December 20, 2021. As such, I propose the following revised timetable:

December 20, 2021	Responding affidavit(s) on behalf of the debtor
Jan 17 or 18, 2022	Cross-examinations on debtor affidavit(s) (transcripts to be expedited)
February 14, 2022	Delivery of responding affidavit(s) on behalf of purchasers
February 22, 2022	Delivery of reply materials on behalf of receiver

Week of Feb 28/22 Cross-examinations on purchasers' materials and/or written interrogatories on receiver's materials and/or re-examination of principals on issues raised in purchasers' responding affidavit(s)
March 21, 2022 Factum of receiver
April 1, 2022 Responding factum of respondents purchasers
April 6, 2022 Reply factum of receiver, if any
April 11, 2022 Motion (3 hours)

Please provide any comments you may have on the proposed revised timetable above (original attached for ease of reference). Once counsel have agreed on dates, I will confirm my clients' agreement/availability re same.



JOSHUA FREEMAN

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TAB O

Madison Van Doorn

From: Joseph Blinick
Sent: Tuesday, February 15, 2022 11:01 AM
To: Safana Muzammil Kodwavi (Work); Mahvesh Hussain (Other)
Cc: Sean Zweig
Subject: RE: Sunrise [BJ-WSLegal.FID5692625]
Attachments: Sunrise 2d sales process 20211027.pdf

Ms. Kodwavi and Ms. Hussain,

We did not receive any affidavit material from you by February 14 as required. Accordingly, as we previously advised below, we will be proceeding with the deposits motion on March 10, at 11:30 am, on the basis that it is unopposed. At that time, we will be seeking an order (1) providing that the Receiver is no longer obliged to maintain the Deposit Holdback (as defined in para. 7(a) of the attached Order); and (2) authorizing the Receiver to distribute the deposits paid under the PSAs in accordance with subparagraph 7(b)-(d) of the attached Order. We will soon serve the Receiver's motion record, including a supplement to its Third Report to Court, on you both and the balance of the service list. We are available at any time should there be anything you would like to discuss or otherwise address before the deposits motion returnable on March 10.

Yours truly,



Joseph N. Blinick
Partner*, Bennett Jones LLP
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T. [416 777 4828](tel:4167774828) | F. [416 863 1716](tel:4168631716) | M. [416 803 7301](tel:4168037301)
E. blinickj@bennettjones.com

From: Joseph Blinick
Sent: Thursday, February 10, 2022 4:03 PM
To: Safana Muzammil Kodwavi (Work) <safanakodwavi1@gmail.com>; Mahvesh Hussain (Other) <mahveshh@yahoo.com>
Cc: Sean Zweig <ZweigS@bennettjones.com>
Subject: RE: Sunrise [BJ-WSLegal.FID5692625]

Ms. Kodwavi and Ms. Hussain,

We are just following up on our below correspondence again as we still have not heard anything from either of you despite us following up multiple times over the course of the past five weeks. As previously advised, in accordance with the previously agreed upon timetable, your affidavit material is due this coming Monday, February 14. In the event we do not receive your affidavit material by then, we will proceed with the motion on the basis that it is unopposed and we will also seek to have the motion heard earlier than April 11 given that there will be no need for cross-examinations or certain other steps contemplated under the previously agreed upon timetable. As we have not heard from you, we made inquiries with the Court about earlier motion dates. The Court has availability to hear the motion on March 10, and we intend to proceed with the motion then if your affidavit material is not received by February 14.

Thank you,



Joseph N. Blinick
Partner*, Bennett Jones LLP
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E. blinickj@bennettjones.com

From: Joseph Blinick
Sent: Thursday, January 27, 2022 12:47 PM
To: Safana Muzammil Kodwavi (Work) <safanakodwavi1@gmail.com>; Mahvesh Hussain (Other) <mahveshh@yahoo.com>
Cc: Sean Zweig <ZweigS@bennettjones.com>
Subject: RE: Sunrise [BJ-WSLegal.FID5692625]

Ms. Kodwavi and Ms. Hussain,

We still have not heard from you. As a friendly reminder, your affidavit evidence is due by no later than February 14. We trust it will be delivered by then, failing which we intend to proceed with the motion in respect of the deposit funds on the basis that is unopposed, which may include seeking an earlier hearing date.

Of course, please contact us if you have any questions or comments, or if there is anything you would like to discuss. We're available at your convenience.

Thank you,



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E. blinickj@bennettjones.com

From: Joseph Blinick
Sent: Thursday, January 13, 2022 10:58 AM
To: 'Safana Muzammil Kodwavi (Work)' <safanakodwavi1@gmail.com>; 'Mahvesh Hussain (Other)' <mahveshh@yahoo.com>
Cc: Sean Zweig <ZweigS@bennettjones.com>
Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

Good morning Ms. Kodwavi and Ms. Hussain,

We have yet to receive a response from either of you on our below communication sent last week. May we please hear back from you? We are available to discuss to the extent it would be helpful.

We look forward to hearing from you and moving this matter forward in a timely manner.

Thank you,



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E. blinickj@bennettjones.com

From: Joseph Blinick
Sent: Thursday, January 6, 2022 3:14 PM

To: 'Safana Muzammil Kodwavi (Work)' <safanakodwavi1@gmail.com>; 'Mahvesh Hussain (Other)' <mahveshh@yahoo.com>
Cc: Sean Zweig <ZweigS@bennettjones.com>
Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

Ms. Kodwavi and Ms. Hussain,

As you no doubt know, counsel for all of the parties agreed to the following timetable in respect of the motion returnable before the Commercial List Court for 3 hours on April 11, 2022 at 10:00 am:

December 20, 2021	Responding affidavit(s) on behalf of the debtor
Jan 18/19, 2022	Cross-examinations on debtor affidavit(s) (transcripts to be expedited)
February 14, 2022	Delivery of responding affidavit(s) on behalf of purchasers
February 22, 2022	Delivery of reply materials on behalf of receiver
Week of Feb 28/22	Cross-examinations on purchasers' materials and/or written interrogatories on receiver's materials and/or such further or other examinations as may be agreed upon by the parties or otherwise compelled
March 21, 2022	Factum of receiver
April 1, 2022	Responding factum of purchasers
April 6, 2022	Reply factum of receiver, if any
April 11, 2022	Motion (3 hours)

As the principals did not deliver any affidavit material by December 20 (or, indeed, at all) as required, there will be no cross-examinations on January 18/19 as contemplated under the previously agreed upon timetable. Accordingly, the next step in connection with the motion under the present timetable is for you to deliver your responding affidavits by no later than February 14, 2022. Per our below correspondence to your counsel, we had proposed that we amend the timetable to push that deadline up from February 14 to February 4, with the deadline for the Receiver to deliver its reply materials also being moved up from February 22 to February 18, in order to provide all of the parties with more time before cross-examinations on the parties' materials during the week of February 28. Please advise whether you are amendable to the proposed revisions to the timetable. If you are not, then we will insist that the previously agreed upon timetable set out above be maintained and we trust any affidavits you intend to deliver will be delivered by no later than February 14 in accordance with the previously agreed upon timetable.

It is important to note that, given the timing of the motion and all of the steps that need to be undertaken in the lead up to the motion, there is no leeway in the timetable for any delays. As such, in the event you fail to deliver materials by February 14 at the absolute latest, which is over 5 weeks away from now, we will object to any attempt by you to late deliver materials.

We are available and would be pleased to discuss any of the above or the matter more generally. We look forward to hearing from you and getting this matter resolved in a timely manner.

Yours truly,



Joseph N. Blinick
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E. blinickj@bennettjones.com

From: Joseph Blinick

Sent: Thursday, January 6, 2022 2:52 PM

To: 'Joshua Freeman' <freeman@freemanlegal.ca>; Sean Zweig <ZweigS@bennettjones.com>; Sara Mosadeq <Sara@rarlitigation.com>

Cc: Safana Muzammil Kodwavi (Work) <safanakodwavi1@gmail.com>; Mahvesh Hussain (Other)

<mahveshh@yahoo.com>

Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

Thank you, Josh. We will deal directly with Ms. Kodwavi and Ms. Hussain going forward.



Joseph N. Blinick
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E. blinickj@bennettjones.com

From: Joshua Freeman <jfreeman@freemanlegal.ca>

Sent: Thursday, January 6, 2022 2:22 PM

To: Joseph Blinick <BlinickJ@bennettjones.com>; Sean Zweig <ZweigS@bennettjones.com>; Sara Mosadeq <Sara@rarlitigation.com>

Cc: Safana Muzammil Kodwavi (Work) <safanakodwavi1@gmail.com>; Mahvesh Hussain (Other) <mahveshh@yahoo.com>

Subject: Re: Sunrise [BJ-WSLegal.FID5426269]

Importance: High

Dear Counsel:

Please be advised that I am no longer acting for Ms. Kodwavi or Ms. Hussain in connection with this matter.

Henceforth, your materials should be served on each in accordance with the applicable *Rules of Civil Procedure* and/or Court Orders. Copies of your materials, together with any other correspondence respecting this matter should also be sent to them via email to: safanakodwavi1@gmail.com and/or mahveshh@yahoo.com, being the email addresses at which I have most recently corresponded with each.

As I have never formally gone on the record, I will not be bringing a motion to be removed as the lawyer of record for these parties. However, should you wish to provide a copy of this correspondence to the Court to assist if/when advising for any reason that I was but am no longer acting for them, I invite you to do so.

Yours very truly,



JOSHUA FREEMAN

jfreeman@freemanlegal.ca

416.492.2775 Tel
416.926.9404 Fax

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130 King Street West
Suite 1200, P.O. Box 212
Toronto, Ontario M5X 1A6

www.freemanlegal.ca

From: Joseph Blinick <BlinickJ@bennettjones.com>

Date: Thursday, January 6, 2022 at 12:49 PM

To: Joshua Freeman <jfreeman@freemanlegal.ca>

Cc: Sean Zweig <ZweigS@bennettjones.com>, Sara Mosadeq <Sara@rarlitigation.com>

Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

Josh,

As the principals did not deliver any affidavit material by December 20 in accordance with the court order or, indeed, at all, the timetable for the motion will need to be revised. Below is our proposed revised timetable. Please let us know if you have any comments as soon as you can so we can get this locked in.

December 20, 2021	Responding affidavit(s) on behalf of the debtor
Jan 18/19, 2022	Cross-examinations on debtor affidavit(s) (transcripts to be expedited)
February 14, 2022	Delivery of responding affidavit(s) on behalf of purchasers
February 22 <u>18</u> , 2022	Delivery of reply materials on behalf of receiver
Week of Feb 28/22	Cross-examinations on purchasers' materials and/or written interrogatories on receiver's materials and/or such further or other examinations as may be agreed upon by the parties or otherwise compelled
March 21, 2022	Factum of receiver
April 1, 2022	Responding factum of purchasers
April 6, 2022	Reply factum of receiver, if any
April 11, 2022	Motion (3 hours)

As a separate matter, given all of the circumstances (including the serious allegations that have been made against the principals and the lack of any responding evidence from the principals coupled with their counsel's confirmation delivered on December 13 that they have no standing on this motion), your clients are in a position where their ability to assert any entitlement to any of the deposit monies at issue will be even more untenable than it was previously. Should your clients maintain their opposition to the motion and cause the Receiver to proceed with the above-noted steps and needlessly incur costs in connection with the motion, the Receiver will be seeking all of its costs as against your clients on a full indemnity basis. As you can imagine, these costs will no doubt be significant. Accordingly, we invite your clients to consent to the relief sought on the motion with a view to avoiding the costs associated with same and conserving valuable judicial resources that would be better directed elsewhere. Should your clients decline that invitation, they do so at their own peril and on full notice that the Receiver will be seeking costs as against them on an elevated scale. We will bring this correspondence to the attention of the Court at the appropriate time should it be necessary.

Finally, please note that we have copied counsel for the principals on this email as a courtesy; however, going forward, we do not intend to copy counsel for the principals on any further correspondence in connection with this matter.

Yours truly,



Joseph N. Blinick
Partner*, Bennett Jones LLP
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T. 416 777 4828 | F. 416 863 1716 | M. 416 803 7301
E. blinickj@bennettjones.com

From: Joseph Blinick
Sent: Monday, December 20, 2021 6:28 PM
To: 'Sara Mosadeq' <Sara@rarlitigation.com>; 'Joshua Freeman' <jfreeman@freemanlegal.ca>
Cc: Sean Zweig <ZweigS@bennettjones.com>
Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

Sara,

It's now end of day. We have not received your materials in accordance with Justice Penny's order. It's also now more than three weeks after you initially committed to delivering your materials. Given the circumstances, we take it you do not intend to deliver any materials. To the extent you attempt to late deliver materials after having already been granted indulgences and Justice Penny setting a deadline for delivery of end of day today, which has now passed, we will object.

Thank you,



Joseph N. Blinick
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E. blinickj@bennettjones.com

From: Joseph Blinick
Sent: Tuesday, December 14, 2021 9:49 AM
To: 'Sara Mosadeq' <Sara@rarlitigation.com>; Joshua Freeman <jfreeman@freemanlegal.ca>
Cc: Sean Zweig <ZweigS@bennettjones.com>
Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

Thanks all. Sara – we look forward to receiving your material by no later than end of day Monday in accordance with Justice Penny's order and the agreed upon timetable.



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E. blinickj@bennettjones.com

From: Sara Mosadeq <Sara@rarlitigation.com>
Sent: Tuesday, December 14, 2021 9:07 AM
To: Joshua Freeman <jfreeman@freemanlegal.ca>; Joseph Blinick <BlinickJ@bennettjones.com>
Cc: Sean Zweig <ZweigS@bennettjones.com>
Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

Fine with me as well.



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From: Joshua Freeman <jfreeman@freemanlegal.ca>
Sent: December 13, 2021 12:37 PM
To: Joseph Blinick <BlinickJ@bennettjones.com>; Sara Mosadeq <Sara@rarlitigation.com>
Cc: Sean Zweig <ZweigS@bennettjones.com>
Subject: Re: Sunrise [BJ-WSLegal.FID5426269]

Fine by me. Will reach out to my clients to confirm their availability/agreement. In the interim, let's proceed on the assumption that this should work.



JOSHUA FREEMAN
 jfreeman@freemanlegal.ca
 416.492.2775

From: Joseph Blinick <BlinickJ@bennettjones.com>
Date: Monday, December 13, 2021 at 12:19 PM
To: Sara Mosadeq <Sara@rarlitigation.com>, Joshua Freeman <jfreeman@freemanlegal.ca>
Cc: Sean Zweig <ZweigS@bennettjones.com>
Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

Sara,

Thanks for your email. We are fine to proceed with cross-examinations on January 18/19. We disagree with your position regarding further cross-examinations of the principals; however, in the interest of moving forward, we will simply reserve all of our client's rights on the issue, including its rights to compel a further attendance should it ultimately be required.

I believe we should now have an agreement on the timetable, subject to any issues on Josh's end. Josh – please confirm your agreement to the timetable so we can proceed accordingly. For ease of reference, I have set out the updated timetable here:

December 20, 2021	Responding affidavit(s) on behalf of the debtor
Jan 18/19, 2022	Cross-examinations on debtor affidavit(s) (transcripts to be expedited)
February 14, 2022	Delivery of responding affidavit(s) on behalf of purchasers
February 22, 2022	Delivery of reply materials on behalf of receiver
Week of Feb 28/22	Cross-examinations on purchasers' <u>materials</u> and/or <u>written interrogatories on receiver's materials</u> <u>and/or such further or other examinations as may be agreed upon by the parties or otherwise compelled</u>
March 21, 2022	Factum of receiver
April 1, 2022	Responding factum of <u>respondents purchasers</u>
April 6, 2022	Reply factum of receiver, if any
April 11, 2022	Motion (3 hours)

Thank you,



Joseph N. Blinick
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 E. blinickj@bennettjones.com

From: Sara Mosadeq <Sara@rarlitigation.com>
Sent: Monday, December 13, 2021 8:57 AM
To: Joseph Blinick <BlinickJ@bennettjones.com>; Joshua Freeman <jfreeman@freemanlegal.ca>
Cc: Sean Zweig <ZweigS@bennettjones.com>
Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

January 17 does not work for me for cross-examinations. January 18 or 19 work fine.

I am not presenting my clients for further cross-examinations, particularly on a motion they have no standing on. So there will be no further cross examinations of my clients following January 18/19. Even if there was a compelling reason for my clients to be cross-examined again – I am not available from mid-February until the second week of April. I have a number of long motions and a trial scheduled for March.



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From: Joseph Blinick <BlinickJ@bennettjones.com>
Sent: December 10, 2021 10:49 AM
To: Joshua Freeman <jfreeman@freemanlegal.ca>
Cc: Sara Mosadeq <Sara@rarlitigation.com>; Sean Zweig <ZweigS@bennettjones.com>
Subject: RE: Sunrise [BJ-WSLegal.FID5426269]

Thanks. Sara – please confirm your agreement to the below timetable so we can get it finalized.



Joseph N. Blinick
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T. 416 777 4828 | F. 416 863 1716 | M. 416 803 7301
E. blinickj@bennettjones.com

From: Joshua Freeman <jfreeman@freemanlegal.ca>
Sent: Friday, December 10, 2021 10:41 AM
To: Joseph Blinick <BlinickJ@bennettjones.com>
Cc: Sara Mosadeq <Sara@rarlitigation.com>; Sean Zweig <ZweigS@bennettjones.com>
Subject: Re: Sunrise [BJ-WSLegal.FID5426269]

Joey:

I have no objections/comments re proposed changes re crosses.

I used facta (plural), as I don't know whether Sara intends to deliver a factum. I will let her address that. But note for clarity that I intend to deliver one.

Joshua Freeman
Freeman Legal
416.492.2775

Sent from a wireless device

On Dec 10, 2021, at 10:22 AM, Joseph Blinick <BlinickJ@bennettjones.com> wrote:

Thanks Josh. This is fine by us, subject to the minor modifications noted **below**. We look forward to receiving the principals' affidavits by no later than December 20 and proceeding with the balance of the steps leading up to the hearing on April 11 so that we can get this matter fully and finally resolved.



Joseph N. Blinick
Partner*, Bennett Jones LLP
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E. blinickj@bennettjones.com

From: Joshua Freeman <jfreeman@freemanlegal.ca>
Sent: Friday, December 10, 2021 9:04 AM
To: Joseph Blinick <BlinickJ@bennettjones.com>; Sara Mosadeq <Sara@rarlitigation.com>
Subject: Sunrise

Counsel:

I received from Joey a copy of Penny, J's Endorsement (copy attached), which notes that our motion has been scheduled to be heard on April 11, 2022 and that Sara's clients are required to deliver their responding materials by no later than December 20, 2021. As such, I propose the following revised timetable:

December 20, 2021	Responding affidavit(s) on behalf of the debtor
Jan 17 or 18, 2022	Cross-examinations on debtor affidavit(s) (transcripts to be expedited)
February 14, 2022	Delivery of responding affidavit(s) on behalf of purchasers
February 22, 2022	Delivery of reply materials on behalf of receiver
Week of Feb 28/22	Cross-examinations on purchasers' <u>materials</u> and/or <u>written interrogatories on receiver's materials</u> <u>and/or re-examination of principals on issues raised in purchasers' responding affidavit(s)</u>
March 21, 2022	Factum of receiver
April 1, 2022	Responding <u>factum</u> of <u>respondents</u> <u>purchasers</u>
April 6, 2022	Reply factum of receiver, if any
April 11, 2022	Motion (3 hours)

Please provide any comments you may have on the proposed revised timetable above (original attached for ease of reference). Once counsel have agreed on dates, I will confirm my clients' agreement/availability re same.



JOSHUA FREEMAN
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Bennett Jones is committed to the health and well-being of our communities, our clients, and all of our firm

members. Promoting high rates of vaccination against COVID-19 remains a top priority. Effective immediately, everyone entering our offices, including firm clients and other guests, will be required to be fully vaccinated. Those who are not fully vaccinated should request to attend meetings via video or audio conferencing platforms.

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

THE HONOURABLE MR.) WEDNESDAY, THE 27th
)
JUSTICE KOEHNEN) DAY OF OCTOBER, 2021

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

SECOND SALE PROCESS AND DISCLAIMER ORDER

THIS MOTION, made by KSV Restructuring Inc., in its capacity as the Court-appointed receiver and manager (in such capacity, the "**Receiver**") of all of the assets, undertakings and properties of Sunrise Acquisitions (Hwy 7) Inc. (the "**Company**") acquired for, or used in relation to a business carried on by the Company and the proceeds therefrom, including, without limitation, certain real property owned by the Company in Markham, Ontario, for an order, among other things: (i) abridging and validating service of the Notice of Motion and Motion Record herein; (ii) approving the proposed Second Sale Process (as defined and described in the Third Report of the

Receiver dated October 20, 2021 (the "**Third Report**")); and (iii) terminating, repudiating and/or disclaiming the PSAs (as defined in the Third Report), was heard this day by videoconference due to the COVID-19 pandemic.

ON READING the Third Report (including the appendices thereto), and on hearing the submissions of counsel for the Receiver, and such other counsel as were present, no one else appearing although properly served, as appears from the affidavit of Aiden Nelms sworn and filed.

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service and filing 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 all capitalized terms used in this Order and not otherwise defined shall have the meanings ascribed to them in the Third Report.

SECOND SALE PROCESS

3. **THIS COURT ORDERS** that the proposed Second Sale Process be and is hereby approved. The Receiver is hereby authorized to carry out the Second Sale Process and to take such steps as it considers necessary or desirable in carrying out its obligation thereunder.
4. **THIS COURT ORDERS** that the Receiver and its affiliates, partners, directors, employees, advisors, agents and controlling persons shall have no liability with respect to any and all losses, claims, damages or liability of any nature or kind to any person in connection with or as a result of performing its duties under the Second Sale Process, except to the extent such losses,

claims, damages or liability arises or results from the gross negligence or wilful misconduct of the Receiver, as determined by this Court.

DISCLAIMER OF EXISTING PSAs AND CONTINUATION OF LEASE AGREEMENTS

5. **THIS COURT ORDERS** that the PSAs shall be and are hereby deemed to be terminated, repudiated and/or disclaimed effective as of the date of this Order.

6. **THIS COURT ORDERS** notwithstanding paragraph 5 of this Order, the Lease Agreements shall continue on a month-to-month basis, but effective as of the date of this Order, the Company shall be the landlord and the Tenants' counterparty under the Lease Agreements for all purposes, including that the Company shall have the right to terminate each Lease Agreement in accordance with its terms or as may otherwise be permitted by law.

DISTRIBUTIONS

7. **THIS COURT ORDERS** that following the delivery of any Receiver's Certificate contemplated by the Approval and Vesting Order granted in this proceeding on the date hereof (the "**Approval and Vesting Order**"), the Receiver is:

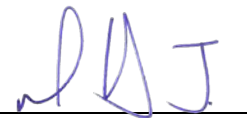
- (a) first, authorized and directed to create and hold a reserve in the amount of the Deposit in respect of each Remaining Unit (the "**Deposit Holdback**") which Deposit Holdback may not be distributed to any party without the agreement of the Receiver, the Spouses and FAAN Mortgage Administrators Inc. ("**FAAN**"), in its capacity as Sorrenti Trustee, or further order of the Court;

- (b) second, authorized to pay commissions to Cityscape in respect of commissions owing, being 3.25% of the sale price of each Remaining Unit contemplated by the relevant Sale Agreement (as that term is defined in the Approval and Vesting Order), plus HST;
- (c) third, authorized to make one or more distributions to KingSett Mortgage Corporation, or as it may direct, up to the amount owing under its registered mortgage on the Remaining Units, if any; and
- (d) fourth, authorized to make one or more distribution to FAAN, in its capacity as Sorrenti Trustee, or as it may direct, up to the amount owing under the Sorrenti Charge registered on the Remaining Units.

GENERAL

8. **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.

9. **THIS COURT ORDERS** that this Order and all of its provision are effective as of 12:01 a.m. on the date of this Order.



KINGSETT MORTGAGE CORPORATION

- and -

SUNRISE ACQUISITIONS (HWY 7) INC.

Applicant

Respondent

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

Proceeding commenced at Toronto

SECOND SALE PROCESS AND DISCLAIMER ORDER

BENNETT JONES LLP
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M5X 1A4

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Fax: (416) 863-1716

Counsel to KSV Restructuring Inc., solely in its capacity as
Court-appointed Receiver and not in its personal capacity

TAB P

LAND
REGISTRY
OFFICE #65

02985-0596 (LT)

PAGE 1 OF 7
PREPARED FOR JPetrovic
ON 2021/10/18 AT 10:47:46

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

PROPERTY DESCRIPTION: PART OF BLOCK 3, PLAN 65M4539 BEING PART 31 ON PLAN 65R37967; SUBJECT TO AN EASEMENT IN GROSS AS IN YR2639573; SUBJECT TO AN EASEMENT IN GROSS AS IN YR2652084 ; T/W AN UNDIVIDED COMMON INTEREST IN YORK REGION COMMON ELEMENTS CONDOMINIUM PLAN NO. 1420; SUBJECT TO AN EASEMENT IN FAVOUR OF YORK REGION COMMON ELEMENTS CONDOMINIUM PLAN NO. 1420 AS IN YR3009447; CITY OF MARKHAM

PROPERTY REMARKS: "FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2016/04/14". FOR ADDITIONAL ENCUMBRANCES THE PIN FOR YORK REGION COMMON ELEMENTS CONDOMINIUM PLAN NO. 1420 IN BLOCK 29951 MUST BE EXAMINED.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
DIVISION FROM 02985-0545

PIN CREATION DATE:
2018/11/21

OWNERS' NAMES
SUNRISE ACQUISITIONS (HWY 7) INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2018/11/21 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
NOTE: THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY						
R488826	1988/11/15	NOTICE				C
REMARKS: AIRPORT ZONING REGULATIONS						
YR688132	2005/08/22	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT		C
REMARKS: PICKERING AIRPORT SITE ZONING REG. (SOR/10000-636)						
YR2299146	2015/06/02	CHARGE	\$31,981,940	SUNRISE ACQUISITIONS (HWY 7) INC.	KINGSETT MORTGAGE CORPORATION	C
YR2299147	2015/06/02	NO ASSGN RENT GEN		SUNRISE ACQUISITIONS (HWY 7) INC.	KINGSETT MORTGAGE CORPORATION	C
REMARKS: YR2299146.						
YR2340877	2015/08/18	CHARGE	\$8,000,000	SUNRISE ACQUISITIONS (HWY 7) INC.	SORRENTI LAW PROFESSIONAL CORPORATION	C
YR2341683	2015/08/19	TRANSFER OF CHARGE		SORRENTI LAW PROFESSIONAL CORPORATION	SORRENTI LAW PROFESSIONAL CORPORATION	C
REMARKS: YR2340877.						
YR2352867	2015/09/08	TRANSFER OF CHARGE		SORRENTI LAW PROFESSIONAL CORPORATION	SORRENTI LAW PROFESSIONAL CORPORATION	C
REMARKS: YR2340877.						
YR2380504	2015/10/29	TRANSFER OF CHARGE		SORRENTI LAW PROFESSIONAL CORPORATION	SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	C
REMARKS: YR2340877.						

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
YR2386283	2015/11/06	TRANSFER OF CHARGE	\$8,000,000	SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	C
	REMARKS: YR2340877.					
YR2398064	2015/12/01	TRANSFER OF CHARGE		SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	C
	REMARKS: YR2340877.					
YR2415581	2016/01/13	TRANSFER OF CHARGE		SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	C
	REMARKS: YR2340877.					
YR2421491	2016/01/26	TRANSFER OF CHARGE		SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	C
	REMARKS: YR2340877.					
YR2442481	2016/03/11	TRANSFER OF CHARGE		SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	C
	REMARKS: YR2340877.					
YR2481743	2016/06/03	TRANSFER OF CHARGE		SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	C
	REMARKS: YR2340877.					
YR2543312	2016/09/15	NOTICE	\$9,873,262	SUNRISE ACQUISITION (HWY 7) INC	SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	C
	REMARKS: YR2340877					
YR2572486	2016/11/03	CHARGE	\$1,648,879	SUNRISE ACQUISITIONS (HWY 7) INC.	KINGSETT MORTGAGE CORPORATION	C
YR2582279	2016/11/22	POSTPONEMENT		SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	KINGSETT MORTGAGE CORPORATION	C
	REMARKS: YR2340877, YR2481743 TO YR2572486					
65M4539	2017/02/02	PLAN SUBDIVISION				C
YR2623637	2017/02/09	NO SUB AGREEMENT		THE CORPORATION OF THE CITY OF MARKHAM	SUNRISE ACQUISITIONS (HWY 7) INC.	C
YR2623638	2017/02/09	POSTPONEMENT		KINGSETT MORTGAGE CORPORATION	THE CORPORATION OF THE CITY OF MARKHAM	C
	REMARKS: YR2299146 TO YR2623637					
YR2623639	2017/02/09	POSTPONEMENT		KINGSETT MORTGAGE CORPORATION	THE CORPORATION OF THE CITY OF MARKHAM	C

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
		REMARKS: YR2572486 TO YR2623637				
YR2623640	2017/02/09	POSTPONEMENT		SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	THE CORPORATION OF THE CITY OF MARKHAM	C
		REMARKS: YR2340877, YR2481743 TO YR2623637				
YR2623649	2017/02/09	APL ANNEX REST COV		SUNRISE ACQUISITIONS (HWY 7) INC.		C
YR2639573	2017/03/16	TRANSFER EASEMENT	\$2	SUNRISE ACQUISITIONS (HWY 7) INC.	ENBRIDGE GAS DISTRIBUTION INC.	C
YR2640297	2017/03/17	PLAN CORRECTION		ASSISTANT EXAMINER OF SURVEYS		C
		REMARKS: 65M4539.				
YR2652084	2017/04/10	TRANSFER EASEMENT	\$2	SUNRISE ACQUISITIONS (HWY 7) INC.	ALECTRA UTILITIES CORPORATION	C
YR2652085	2017/04/10	POSTPONEMENT		KINGSETT MORTGAGE CORPORATION	ALECTRA UTILITIES CORPORATION	C
		REMARKS: YR2299146 TO YR2652084				
YR2652086	2017/04/10	POSTPONEMENT		KINGSETT MORTGAGE CORPORATION	ALECTRA UTILITIES CORPORATION	C
		REMARKS: YR2572486 TO YR2652084				
YR2652087	2017/04/10	POSTPONEMENT		SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	ALECTRA UTILITIES CORPORATION	C
		REMARKS: YR2340877, YR2341683, YR2380504, YR2398064, YR2415581, YR2421491, YR2442481, YR2481743 & YR2543312 TO YR2652084				
YR2664317	2017/05/05	NOTICE	\$2	THE CORPORATION OF THE CITY OF MARKHAM	SUNRISE ACQUISITIONS (HWY 7) INC.	C
		REMARKS: SITE PLAN CONTROL AGREEMENT				
YR2664318	2017/05/05	POSTPONEMENT		KINGSETT MORTGAGE CORPORATION	THE CORPORATION OF THE CITY OF MARKHAM	C
		REMARKS: YR2299146 TO YR2664317				
YR2664319	2017/05/05	POSTPONEMENT		KINGSETT MORTGAGE CORPORATION	THE CORPORATION OF THE CITY OF MARKHAM	C
		REMARKS: YR2572486 TO YR2664317				
YR2664320	2017/05/05	POSTPONEMENT		SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	THE CORPORATION OF THE CITY OF MARKHAM	C
		REMARKS: YR2340877 TO YR2664317				
YR2666512	2017/05/10	BYLAW		THE CORPORATION OF THE CITY OF MARKHAM		C
		REMARKS: BY-LAW TO DESIGNATE PART OF A CERTAIN PLAN OF SUBDIVISION NOT SUBJECT TO PART LOT CONTROL				
YR2720530	2017/08/21	NOTICE	\$4,000,000	SUNRISE ACQUISITIONS (HWY 7) INC.	KINGSETT MORTGAGE CORPORATION	C
		REMARKS: YR2572486				

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
YR2782817	2018/01/12	RESTRICTION-LAND <i>REMARKS: ANY TRANSFER OF THE LANDS SET OUT HEREIN, NAMELY PIN 02985-0545 (LT) IS HEREBY PROHIBITED UNLESS AND UNTIL THE CONSENT OF THE DIRECTOR OF PLANNING AND URBAN DESIGN, FOR THE CORPORATION OF THE CITY OF MARKHAM, OR HIS DESIGNATE HAS BEEN OBTAINED.</i>		SUNRISE ACQUISITIONS (HWY 7) INC.		C
65R37967	2018/07/31	PLAN REFERENCE				C
YR2872432	2018/09/12	NOTICE <i>REMARKS: YR2572486</i>	\$5,500,000	SUNRISE ACQUISITIONS (HWY 7) INC.	KINGSETT MORTGAGE CORPORATION	C
YR2872560	2018/09/12	POSTPONEMENT <i>REMARKS: YR2340877 & YR2481743 TO YR2572486, YR2720530 & YR2872432</i>		SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	KINGSETT MORTGAGE CORPORATION	C
YR2872601	2018/09/12	TRANSFER	\$2	SUNRISE ACQUISITIONS (HWY 7) INC.	SUNRISE ACQUISITIONS (HWY 7) INC.	C
YR2894722	2018/11/07	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** COLOMBUS ROOFING & ALUMINUM (2015) LTD.		
YR2900177	2018/11/21	APL DEL CONST LIEN <i>REMARKS: YR2894722.</i>		*** COMPLETELY DELETED *** COLOMBUS ROOFING & ALUMINUM (2015) LTD.		
YR2900443	2018/11/22	CHARGE		*** COMPLETELY DELETED *** SUNRISE ACQUISITIONS (HWY 7) INC.	COLOMBUS ROOFING & ALUMINUM (2015) LTD.	
YR2905942	2018/12/05	DISCH OF CHARGE <i>REMARKS: YR2900443.</i>		*** COMPLETELY DELETED *** COLOMBUS ROOFING & ALUMINUM (2015) LTD.		
YR2906158	2018/12/05	CHARGE		*** COMPLETELY DELETED *** SUNRISE ACQUISITIONS (HWY 7) INC.	COLOMBUS ROOFING & ALUMINUM (2015) LTD.	
YR2917799	2019/01/10	DISCH OF CHARGE <i>REMARKS: YR2906158.</i>		*** COMPLETELY DELETED *** COLOMBUS ROOFING & ALUMINUM (2015) LTD.		
YR2918544	2019/01/11	CHARGE		*** COMPLETELY DELETED *** SUNRISE ACQUISITIONS (HWY 7) INC.	COLOMBUS ROOFING & ALUMINUM (2015) LTD.	
YR2926527	2019/02/05	DISCH OF CHARGE <i>REMARKS: YR2918544.</i>		*** COMPLETELY DELETED *** COLOMBUS ROOFING & ALUMINUM (2015) LTD.		

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
YR2928191	2019/02/08	CHARGE		*** COMPLETELY DELETED *** SUNRISE ACQUISITIONS (HWY 7) INC.	COLOMBUS ROOFING & ALUMINUM (2015) LTD.	
YR2935580	2019/03/04	DISCH OF CHARGE		*** COMPLETELY DELETED *** COLOMBUS ROOFING & ALUMINUM (2015) LTD.		
		REMARKS: YR2928191.				
YR2936180	2019/03/06	CHARGE		*** COMPLETELY DELETED *** SUNRISE ACQUISITIONS (HWY 7) INC.	COLOMBUS ROOFING & ALUMINUM (2015) LTD.	
YR2946528	2019/04/03	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** NG MARIN INC.		
YR2964215	2019/05/24	CERTIFICATE		*** COMPLETELY DELETED *** NG MARIN INC.		
		REMARKS: CERTIFICATE OF ACTION: YR2946528				
YR2964240	2019/05/24	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** COLOMBUS ROOFING & ALUMINUM (2015) LTD.		
YR2978138	2019/06/28	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** AYA KITCHENS AND BATHS LTD.		
YR2981246	2019/07/09	CERTIFICATE		*** DELETED AGAINST THIS PROPERTY *** COLOMBUS ROOFING & ALUMINUM (2015) LTD.		
		REMARKS: CERTIFICATE OF ACTION RE: YR2964240 - THEN DELETED BY YR3009189 B JAMBOR 2019/10/01				
YR2983672	2019/07/15	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** TIMELINE FLOORS INC. O/A QUALITY STERLING GROUP		
YR3003793	2019/08/30	CERTIFICATE		*** COMPLETELY DELETED *** AYA KITCHENS AND BATHS LTD.		
		REMARKS: CERTIFICATE OF ACTION RE: YR2978138				
YR3006971	2019/09/11	BYLAW		THE CORPORATION OF THE CITY OF MARKHAM		C
		REMARKS: BY-LAW 2019-99 A BY-LAW TO DESIGNATE PART OF A CERTAIN PLAN OF SUBDIVISION NOT SUBJECT TO PART LOT CONTROL				
YR3009188	2019/09/17	DISCH OF CHARGE		*** COMPLETELY DELETED *** COLOMBUS ROOFING & ALUMINUM (2015) LTD.		
		REMARKS: YR2936180.				
YR3009189	2019/09/17	APL DEL CONST LIEN		*** COMPLETELY DELETED ***		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
				COLOMBUS ROOFING & ALUMINUM (2015) LTD.		
		REMARKS: YR2964240.				
YR3009190	2019/09/17	APL DEL CONST LIEN		*** COMPLETELY DELETED *** AYA KITCHENS AND BATHS LTD.		
		REMARKS: YR2978138. YR3003793				
YR3009191	2019/09/17	APL DEL CONST LIEN		*** COMPLETELY DELETED *** NG MARIN INC.		
		REMARKS: YR2946528. YR2964215				
YR3009192	2019/09/17	APL DEL CONST LIEN		*** COMPLETELY DELETED *** TIMELINE FLOORS INC. O/A QUALITY STERLING GROUP		
		REMARKS: YR2983672.				
YRCP1420	2019/09/17	CE CONDO PLN				C
YR3009447	2019/09/17	CONDO DECLARATION		SUNRISE ACQUISITIONS (HWY 7) INC.		C
YR3011927	2019/09/24	CONDO BYLAW/98		YORK REGION COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 1420		C
		REMARKS: BY-LAW NO. 1				
YR3012090	2019/09/24	NOTICE		SUNRISE ACQUISITIONS (HWY 7) INC.	KINGSETT MORTGAGE CORPORATION	C
		REMARKS: YR2299146				
YR3015611	2019/10/02	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	FAAN MORTGAGE ADMINISTRATORS INC.	C
YR3017261	2019/10/07	CHARGE		*** COMPLETELY DELETED *** SUNRISE ACQUISITIONS (HWY 7) INC.	PETRO GROUP INTERNATIONAL INC.	
YR3019325	2019/10/11	DISCH OF CHARGE		*** COMPLETELY DELETED *** PETRO GROUP INTERNATIONAL INC.		
		REMARKS: YR3017261.				
YR3190270	2021/01/07	CAUTION-LAND		*** COMPLETELY DELETED *** SUNRISE ACQUISITIONS (HWY 7) INC.	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	
		REMARKS: DELETE 2021/03/08				
YR3239773	2021/04/23	CAUTION-LAND		*** COMPLETELY DELETED *** SUNRISE ACQUISITIONS (HWY 7) INC.	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	
		REMARKS: EXPIRES 60 DAYS FROM 2021/04/23				
YR3241020	2021/04/27	WITHDRAWAL CAUTION		*** COMPLETELY DELETED ***		

LAND
 REGISTRY
 OFFICE #65

02985-0596 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
		REMARKS: YR3239773.		CAMERON STEPHENS MORTGAGE CAPITAL LTD.		
YR3267063	2021/06/16	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)	KSV RESTRUCTURING INC.	C
YR3292147	2021/08/03	CONSTRUCTION LIEN	\$669,602	RIVERVALLEY MASONRY GROUP LTD.		C

LAND
REGISTRY
OFFICE #65

02985-0598 (LT)

PAGE 1 OF 7
PREPARED FOR JPetrovic
ON 2021/10/18 AT 10:39:26

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

PROPERTY DESCRIPTION: PART OF BLOCK 3, PLAN 65M4539 BEING PART 33 ON PLAN 65R37967; SUBJECT TO AN EASEMENT IN GROSS AS IN YR2639573; SUBJECT TO AN EASEMENT IN GROSS AS IN YR2652084 ; T/W AN UNDIVIDED COMMON INTEREST IN YORK REGION COMMON ELEMENTS CONDOMINIUM PLAN NO. 1420; SUBJECT TO AN EASEMENT IN FAVOUR OF YORK REGION COMMON ELEMENTS CONDOMINIUM PLAN NO. 1420 AS IN YR3009447; CITY OF MARKHAM

PROPERTY REMARKS: "FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2016/04/14". FOR ADDITIONAL ENCUMBRANCES THE PIN FOR YORK REGION COMMON ELEMENTS CONDOMINIUM PLAN NO. 1420 IN BLOCK 29951 MUST BE EXAMINED.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
DIVISION FROM 02985-0545

PIN CREATION DATE:
2018/11/21

OWNERS' NAMES
SUNRISE ACQUISITIONS (HWY 7) INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2018/11/21 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
NOTE: THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY						
R488826	1988/11/15	NOTICE				C
REMARKS: AIRPORT ZONING REGULATIONS						
YR688132	2005/08/22	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT		C
REMARKS: PICKERING AIRPORT SITE ZONING REG. (SOR/10000-636)						
YR2299146	2015/06/02	CHARGE	\$31,981,940	SUNRISE ACQUISITIONS (HWY 7) INC.	KINGSETT MORTGAGE CORPORATION	C
YR2299147	2015/06/02	NO ASSGN RENT GEN		SUNRISE ACQUISITIONS (HWY 7) INC.	KINGSETT MORTGAGE CORPORATION	C
REMARKS: YR2299146.						
YR2340877	2015/08/18	CHARGE	\$8,000,000	SUNRISE ACQUISITIONS (HWY 7) INC.	SORRENTI LAW PROFESSIONAL CORPORATION	C
YR2341683	2015/08/19	TRANSFER OF CHARGE		SORRENTI LAW PROFESSIONAL CORPORATION	SORRENTI LAW PROFESSIONAL CORPORATION	C
REMARKS: YR2340877.						
YR2352867	2015/09/08	TRANSFER OF CHARGE		SORRENTI LAW PROFESSIONAL CORPORATION	SORRENTI LAW PROFESSIONAL CORPORATION	C
REMARKS: YR2340877.						
YR2380504	2015/10/29	TRANSFER OF CHARGE		SORRENTI LAW PROFESSIONAL CORPORATION	SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	C
REMARKS: YR2340877.						

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
YR2386283	2015/11/06	TRANSFER OF CHARGE	\$8,000,000	SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	C
	REMARKS: YR2340877.					
YR2398064	2015/12/01	TRANSFER OF CHARGE		SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	C
	REMARKS: YR2340877.					
YR2415581	2016/01/13	TRANSFER OF CHARGE		SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	C
	REMARKS: YR2340877.					
YR2421491	2016/01/26	TRANSFER OF CHARGE		SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	C
	REMARKS: YR2340877.					
YR2442481	2016/03/11	TRANSFER OF CHARGE		SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	C
	REMARKS: YR2340877.					
YR2481743	2016/06/03	TRANSFER OF CHARGE		SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	C
	REMARKS: YR2340877.					
YR2543312	2016/09/15	NOTICE	\$9,873,262	SUNRISE ACQUISITION (HWY 7) INC	SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	C
	REMARKS: YR2340877					
YR2572486	2016/11/03	CHARGE	\$1,648,879	SUNRISE ACQUISITIONS (HWY 7) INC.	KINGSETT MORTGAGE CORPORATION	C
YR2582279	2016/11/22	POSTPONEMENT		SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	KINGSETT MORTGAGE CORPORATION	C
	REMARKS: YR2340877, YR2481743 TO YR2572486					
65M4539	2017/02/02	PLAN SUBDIVISION				C
YR2623637	2017/02/09	NO SUB AGREEMENT		THE CORPORATION OF THE CITY OF MARKHAM	SUNRISE ACQUISITIONS (HWY 7) INC.	C
YR2623638	2017/02/09	POSTPONEMENT		KINGSETT MORTGAGE CORPORATION	THE CORPORATION OF THE CITY OF MARKHAM	C
	REMARKS: YR2299146 TO YR2623637					
YR2623639	2017/02/09	POSTPONEMENT		KINGSETT MORTGAGE CORPORATION	THE CORPORATION OF THE CITY OF MARKHAM	C

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
		REMARKS: YR2572486 TO YR2623637				
YR2623640	2017/02/09	POSTPONEMENT		SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	THE CORPORATION OF THE CITY OF MARKHAM	C
		REMARKS: YR2340877, YR2481743 TO YR2623637				
YR2623649	2017/02/09	APL ANNEX REST COV		SUNRISE ACQUISITIONS (HWY 7) INC.		C
YR2639573	2017/03/16	TRANSFER EASEMENT	\$2	SUNRISE ACQUISITIONS (HWY 7) INC.	ENBRIDGE GAS DISTRIBUTION INC.	C
YR2640297	2017/03/17	PLAN CORRECTION		ASSISTANT EXAMINER OF SURVEYS		C
		REMARKS: 65M4539.				
YR2652084	2017/04/10	TRANSFER EASEMENT	\$2	SUNRISE ACQUISITIONS (HWY 7) INC.	ALECTRA UTILITIES CORPORATION	C
YR2652085	2017/04/10	POSTPONEMENT		KINGSETT MORTGAGE CORPORATION	ALECTRA UTILITIES CORPORATION	C
		REMARKS: YR2299146 TO YR2652084				
YR2652086	2017/04/10	POSTPONEMENT		KINGSETT MORTGAGE CORPORATION	ALECTRA UTILITIES CORPORATION	C
		REMARKS: YR2572486 TO YR2652084				
YR2652087	2017/04/10	POSTPONEMENT		SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	ALECTRA UTILITIES CORPORATION	C
		REMARKS: YR2340877, YR2341683, YR2380504, YR2398064, YR2415581, YR2421491, YR2442481, YR2481743 & YR2543312 TO YR2652084				
YR2664317	2017/05/05	NOTICE	\$2	THE CORPORATION OF THE CITY OF MARKHAM	SUNRISE ACQUISITIONS (HWY 7) INC.	C
		REMARKS: SITE PLAN CONTROL AGREEMENT				
YR2664318	2017/05/05	POSTPONEMENT		KINGSETT MORTGAGE CORPORATION	THE CORPORATION OF THE CITY OF MARKHAM	C
		REMARKS: YR2299146 TO YR2664317				
YR2664319	2017/05/05	POSTPONEMENT		KINGSETT MORTGAGE CORPORATION	THE CORPORATION OF THE CITY OF MARKHAM	C
		REMARKS: YR2572486 TO YR2664317				
YR2664320	2017/05/05	POSTPONEMENT		SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	THE CORPORATION OF THE CITY OF MARKHAM	C
		REMARKS: YR2340877 TO YR2664317				
YR2666512	2017/05/10	BYLAW		THE CORPORATION OF THE CITY OF MARKHAM		C
		REMARKS: BY-LAW TO DESIGNATE PART OF A CERTAIN PLAN OF SUBDIVISION NOT SUBJECT TO PART LOT CONTROL				
YR2720530	2017/08/21	NOTICE	\$4,000,000	SUNRISE ACQUISITIONS (HWY 7) INC.	KINGSETT MORTGAGE CORPORATION	C
		REMARKS: YR2572486				

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
YR2782817	2018/01/12	RESTRICTION-LAND <i>REMARKS: ANY TRANSFER OF THE LANDS SET OUT HEREIN, NAMELY PIN 02985-0545 (LT) IS HEREBY PROHIBITED UNLESS AND UNTIL THE CONSENT OF THE DIRECTOR OF PLANNING AND URBAN DESIGN, FOR THE CORPORATION OF THE CITY OF MARKHAM, OR HIS DESIGNATE HAS BEEN OBTAINED.</i>		SUNRISE ACQUISITIONS (HWY 7) INC.		C
65R37967	2018/07/31	PLAN REFERENCE				C
YR2872432	2018/09/12	NOTICE <i>REMARKS: YR2572486</i>	\$5,500,000	SUNRISE ACQUISITIONS (HWY 7) INC.	KINGSETT MORTGAGE CORPORATION	C
YR2872560	2018/09/12	POSTPONEMENT <i>REMARKS: YR2340877 & YR2481743 TO YR2572486, YR2720530 & YR2872432</i>		SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	KINGSETT MORTGAGE CORPORATION	C
YR2872601	2018/09/12	TRANSFER	\$2	SUNRISE ACQUISITIONS (HWY 7) INC.	SUNRISE ACQUISITIONS (HWY 7) INC.	C
YR2894722	2018/11/07	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** COLOMBUS ROOFING & ALUMINUM (2015) LTD.		
YR2900177	2018/11/21	APL DEL CONST LIEN <i>REMARKS: YR2894722.</i>		*** COMPLETELY DELETED *** COLOMBUS ROOFING & ALUMINUM (2015) LTD.		
YR2900443	2018/11/22	CHARGE		*** COMPLETELY DELETED *** SUNRISE ACQUISITIONS (HWY 7) INC.	COLOMBUS ROOFING & ALUMINUM (2015) LTD.	
YR2905942	2018/12/05	DISCH OF CHARGE <i>REMARKS: YR2900443.</i>		*** COMPLETELY DELETED *** COLOMBUS ROOFING & ALUMINUM (2015) LTD.		
YR2906158	2018/12/05	CHARGE		*** COMPLETELY DELETED *** SUNRISE ACQUISITIONS (HWY 7) INC.	COLOMBUS ROOFING & ALUMINUM (2015) LTD.	
YR2917799	2019/01/10	DISCH OF CHARGE <i>REMARKS: YR2906158.</i>		*** COMPLETELY DELETED *** COLOMBUS ROOFING & ALUMINUM (2015) LTD.		
YR2918544	2019/01/11	CHARGE		*** COMPLETELY DELETED *** SUNRISE ACQUISITIONS (HWY 7) INC.	COLOMBUS ROOFING & ALUMINUM (2015) LTD.	
YR2926527	2019/02/05	DISCH OF CHARGE <i>REMARKS: YR2918544.</i>		*** COMPLETELY DELETED *** COLOMBUS ROOFING & ALUMINUM (2015) LTD.		

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
YR2928191	2019/02/08	CHARGE		*** COMPLETELY DELETED *** SUNRISE ACQUISITIONS (HWY 7) INC.	COLOMBUS ROOFING & ALUMINUM (2015) LTD.	
YR2935580	2019/03/04	DISCH OF CHARGE		*** COMPLETELY DELETED *** COLOMBUS ROOFING & ALUMINUM (2015) LTD.		
		REMARKS: YR2928191.				
YR2936180	2019/03/06	CHARGE		*** COMPLETELY DELETED *** SUNRISE ACQUISITIONS (HWY 7) INC.	COLOMBUS ROOFING & ALUMINUM (2015) LTD.	
YR2946528	2019/04/03	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** NG MARIN INC.		
YR2964215	2019/05/24	CERTIFICATE		*** COMPLETELY DELETED *** NG MARIN INC.		
		REMARKS: CERTIFICATE OF ACTION: YR2946528				
YR2964240	2019/05/24	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** COLOMBUS ROOFING & ALUMINUM (2015) LTD.		
YR2978138	2019/06/28	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** AYA KITCHENS AND BATHS LTD.		
YR2981246	2019/07/09	CERTIFICATE		*** DELETED AGAINST THIS PROPERTY *** COLOMBUS ROOFING & ALUMINUM (2015) LTD.		
		REMARKS: CERTIFICATE OF ACTION RE: YR2964240 - THEN DELETED BY YR3009189 B JAMBOR 2019/10/01				
YR2983672	2019/07/15	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** TIMELINE FLOORS INC. O/A QUALITY STERLING GROUP		
YR3003793	2019/08/30	CERTIFICATE		*** COMPLETELY DELETED *** AYA KITCHENS AND BATHS LTD.		
		REMARKS: CERTIFICATE OF ACTION RE: YR2978138				
YR3006971	2019/09/11	BYLAW		THE CORPORATION OF THE CITY OF MARKHAM		C
		REMARKS: BY-LAW 2019-99 A BY-LAW TO DESIGNATE PART OF A CERTAIN PLAN OF SUBDIVISION NOT SUBJECT TO PART LOT CONTROL				
YR3009188	2019/09/17	DISCH OF CHARGE		*** COMPLETELY DELETED *** COLOMBUS ROOFING & ALUMINUM (2015) LTD.		
		REMARKS: YR2936180.				
YR3009189	2019/09/17	APL DEL CONST LIEN		*** COMPLETELY DELETED ***		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
				COLOMBUS ROOFING & ALUMINUM (2015) LTD.		
		REMARKS: YR2964240.				
YR3009190	2019/09/17	APL DEL CONST LIEN		*** COMPLETELY DELETED *** AYA KITCHENS AND BATHS LTD.		
		REMARKS: YR2978138. YR3003793				
YR3009191	2019/09/17	APL DEL CONST LIEN		*** COMPLETELY DELETED *** NG MARIN INC.		
		REMARKS: YR2946528. YR2964215				
YR3009192	2019/09/17	APL DEL CONST LIEN		*** COMPLETELY DELETED *** TIMELINE FLOORS INC. O/A QUALITY STERLING GROUP		
		REMARKS: YR2983672.				
YRCP1420	2019/09/17	CE CONDO PLN				C
YR3009447	2019/09/17	CONDO DECLARATION		SUNRISE ACQUISITIONS (HWY 7) INC.		C
YR3011927	2019/09/24	CONDO BYLAW/98		YORK REGION COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 1420		C
		REMARKS: BY-LAW NO. 1				
YR3012090	2019/09/24	NOTICE		SUNRISE ACQUISITIONS (HWY 7) INC.	KINGSETT MORTGAGE CORPORATION	C
		REMARKS: YR2299146				
YR3015611	2019/10/02	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	FAAN MORTGAGE ADMINISTRATORS INC.	C
YR3017261	2019/10/07	CHARGE		*** COMPLETELY DELETED *** SUNRISE ACQUISITIONS (HWY 7) INC.	PETRO GROUP INTERNATIONAL INC.	
YR3019325	2019/10/11	DISCH OF CHARGE		*** COMPLETELY DELETED *** PETRO GROUP INTERNATIONAL INC.		
		REMARKS: YR3017261.				
YR3190270	2021/01/07	CAUTION-LAND		*** COMPLETELY DELETED *** SUNRISE ACQUISITIONS (HWY 7) INC.	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	
		REMARKS: DELETE 2021/03/08				
YR3239773	2021/04/23	CAUTION-LAND		*** COMPLETELY DELETED *** SUNRISE ACQUISITIONS (HWY 7) INC.	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	
		REMARKS: EXPIRES 60 DAYS FROM 2021/04/23				
YR3241020	2021/04/27	WITHDRAWAL CAUTION		*** COMPLETELY DELETED ***		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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LAND
REGISTRY
OFFICE #65

02985-0598 (LT)

PREPARED FOR JPetrovic
ON 2021/10/18 AT 10:39:26

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
		<i>REMARKS: YR3239773.</i>		CAMERON STEPHENS MORTGAGE CAPITAL LTD.		
YR3267063	2021/06/16	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)	KSV RESTRUCTURING INC.	C
YR3292147	2021/08/03	CONSTRUCTION LIEN	\$669,602	RIVERVALLEY MASONRY GROUP LTD.		C

LAND
REGISTRY
OFFICE #65

02985-0597 (LT)

PAGE 1 OF 7
PREPARED FOR JPetrovic
ON 2021/10/18 AT 10:42:13

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

PROPERTY DESCRIPTION: PART OF BLOCK 3, PLAN 65M4539 BEING PART 32 ON PLAN 65R37967; SUBJECT TO AN EASEMENT IN GROSS AS IN YR2639573; SUBJECT TO AN EASEMENT IN GROSS AS IN YR2652084 ; T/W AN UNDIVIDED COMMON INTEREST IN YORK REGION COMMON ELEMENTS CONDOMINIUM PLAN NO. 1420; SUBJECT TO AN EASEMENT IN FAVOUR OF YORK REGION COMMON ELEMENTS CONDOMINIUM PLAN NO. 1420 AS IN YR3009447; CITY OF MARKHAM

PROPERTY REMARKS: "FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2016/04/14". FOR ADDITIONAL ENCUMBRANCES THE PIN FOR YORK REGION COMMON ELEMENTS CONDOMINIUM PLAN NO. 1420 IN BLOCK 29951 MUST BE EXAMINED.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
DIVISION FROM 02985-0545

PIN CREATION DATE:
2018/11/21

OWNERS' NAMES
SUNRISE ACQUISITIONS (HWY 7) INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2018/11/21 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
NOTE: THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY						
R488826	1988/11/15	NOTICE				C
REMARKS: AIRPORT ZONING REGULATIONS						
YR688132	2005/08/22	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT		C
REMARKS: PICKERING AIRPORT SITE ZONING REG. (SOR/10000-636)						
YR2299146	2015/06/02	CHARGE	\$31,981,940	SUNRISE ACQUISITIONS (HWY 7) INC.	KINGSETT MORTGAGE CORPORATION	C
YR2299147	2015/06/02	NO ASSGN RENT GEN		SUNRISE ACQUISITIONS (HWY 7) INC.	KINGSETT MORTGAGE CORPORATION	C
REMARKS: YR2299146.						
YR2340877	2015/08/18	CHARGE	\$8,000,000	SUNRISE ACQUISITIONS (HWY 7) INC.	SORRENTI LAW PROFESSIONAL CORPORATION	C
YR2341683	2015/08/19	TRANSFER OF CHARGE		SORRENTI LAW PROFESSIONAL CORPORATION	SORRENTI LAW PROFESSIONAL CORPORATION	C
REMARKS: YR2340877.						
YR2352867	2015/09/08	TRANSFER OF CHARGE		SORRENTI LAW PROFESSIONAL CORPORATION	SORRENTI LAW PROFESSIONAL CORPORATION	C
REMARKS: YR2340877.						
YR2380504	2015/10/29	TRANSFER OF CHARGE		SORRENTI LAW PROFESSIONAL CORPORATION	SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	C
REMARKS: YR2340877.						

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
YR2386283	2015/11/06	TRANSFER OF CHARGE	\$8,000,000	SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	C
	REMARKS: YR2340877.					
YR2398064	2015/12/01	TRANSFER OF CHARGE		SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	C
	REMARKS: YR2340877.					
YR2415581	2016/01/13	TRANSFER OF CHARGE		SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	C
	REMARKS: YR2340877.					
YR2421491	2016/01/26	TRANSFER OF CHARGE		SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	C
	REMARKS: YR2340877.					
YR2442481	2016/03/11	TRANSFER OF CHARGE		SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	C
	REMARKS: YR2340877.					
YR2481743	2016/06/03	TRANSFER OF CHARGE		SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	C
	REMARKS: YR2340877.					
YR2543312	2016/09/15	NOTICE	\$9,873,262	SUNRISE ACQUISITION (HWY 7) INC	SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	C
	REMARKS: YR2340877					
YR2572486	2016/11/03	CHARGE	\$1,648,879	SUNRISE ACQUISITIONS (HWY 7) INC.	KINGSETT MORTGAGE CORPORATION	C
YR2582279	2016/11/22	POSTPONEMENT		SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	KINGSETT MORTGAGE CORPORATION	C
	REMARKS: YR2340877, YR2481743 TO YR2572486					
65M4539	2017/02/02	PLAN SUBDIVISION				C
YR2623637	2017/02/09	NO SUB AGREEMENT		THE CORPORATION OF THE CITY OF MARKHAM	SUNRISE ACQUISITIONS (HWY 7) INC.	C
YR2623638	2017/02/09	POSTPONEMENT		KINGSETT MORTGAGE CORPORATION	THE CORPORATION OF THE CITY OF MARKHAM	C
	REMARKS: YR2299146 TO YR2623637					
YR2623639	2017/02/09	POSTPONEMENT		KINGSETT MORTGAGE CORPORATION	THE CORPORATION OF THE CITY OF MARKHAM	C

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
		REMARKS: YR2572486 TO YR2623637				
YR2623640	2017/02/09	POSTPONEMENT		SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	THE CORPORATION OF THE CITY OF MARKHAM	C
		REMARKS: YR2340877, YR2481743 TO YR2623637				
YR2623649	2017/02/09	APL ANNEX REST COV		SUNRISE ACQUISITIONS (HWY 7) INC.		C
YR2639573	2017/03/16	TRANSFER EASEMENT	\$2	SUNRISE ACQUISITIONS (HWY 7) INC.	ENBRIDGE GAS DISTRIBUTION INC.	C
YR2640297	2017/03/17	PLAN CORRECTION		ASSISTANT EXAMINER OF SURVEYS		C
		REMARKS: 65M4539.				
YR2652084	2017/04/10	TRANSFER EASEMENT	\$2	SUNRISE ACQUISITIONS (HWY 7) INC.	ALECTRA UTILITIES CORPORATION	C
YR2652085	2017/04/10	POSTPONEMENT		KINGSETT MORTGAGE CORPORATION	ALECTRA UTILITIES CORPORATION	C
		REMARKS: YR2299146 TO YR2652084				
YR2652086	2017/04/10	POSTPONEMENT		KINGSETT MORTGAGE CORPORATION	ALECTRA UTILITIES CORPORATION	C
		REMARKS: YR2572486 TO YR2652084				
YR2652087	2017/04/10	POSTPONEMENT		SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	ALECTRA UTILITIES CORPORATION	C
		REMARKS: YR2340877, YR2341683, YR2380504, YR2398064, YR2415581, YR2421491, YR2442481, YR2481743 & YR2543312 TO YR2652084				
YR2664317	2017/05/05	NOTICE	\$2	THE CORPORATION OF THE CITY OF MARKHAM	SUNRISE ACQUISITIONS (HWY 7) INC.	C
		REMARKS: SITE PLAN CONTROL AGREEMENT				
YR2664318	2017/05/05	POSTPONEMENT		KINGSETT MORTGAGE CORPORATION	THE CORPORATION OF THE CITY OF MARKHAM	C
		REMARKS: YR2299146 TO YR2664317				
YR2664319	2017/05/05	POSTPONEMENT		KINGSETT MORTGAGE CORPORATION	THE CORPORATION OF THE CITY OF MARKHAM	C
		REMARKS: YR2572486 TO YR2664317				
YR2664320	2017/05/05	POSTPONEMENT		SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	THE CORPORATION OF THE CITY OF MARKHAM	C
		REMARKS: YR2340877 TO YR2664317				
YR2666512	2017/05/10	BYLAW		THE CORPORATION OF THE CITY OF MARKHAM		C
		REMARKS: BY-LAW TO DESIGNATE PART OF A CERTAIN PLAN OF SUBDIVISION NOT SUBJECT TO PART LOT CONTROL				
YR2720530	2017/08/21	NOTICE	\$4,000,000	SUNRISE ACQUISITIONS (HWY 7) INC.	KINGSETT MORTGAGE CORPORATION	C
		REMARKS: YR2572486				

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
YR2782817	2018/01/12	RESTRICTION-LAND		SUNRISE ACQUISITIONS (HWY 7) INC.		C
		REMARKS: ANY TRANSFER OF THE LANDS SET OUT HEREIN, NAMELY PIN 02985-0545 (LT) IS HEREBY PROHIBITED UNLESS AND UNTIL THE CONSENT OF THE DIRECTOR OF PLANNING AND URBAN DESIGN, FOR THE CORPORATION OF THE CITY OF MARKHAM, OR HIS DESIGNATE HAS BEEN OBTAINED.				
65R37967	2018/07/31	PLAN REFERENCE				C
YR2872432	2018/09/12	NOTICE	\$5,500,000	SUNRISE ACQUISITIONS (HWY 7) INC.	KINGSETT MORTGAGE CORPORATION	C
		REMARKS: YR2572486				
YR2872560	2018/09/12	POSTPONEMENT		SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	KINGSETT MORTGAGE CORPORATION	C
		REMARKS: YR2340877 & YR2481743 TO YR2572486, YR2720530 & YR2872432				
YR2872601	2018/09/12	TRANSFER	\$2	SUNRISE ACQUISITIONS (HWY 7) INC.	SUNRISE ACQUISITIONS (HWY 7) INC.	C
YR2894722	2018/11/07	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** COLOMBUS ROOFING & ALUMINUM (2015) LTD.		
YR2900177	2018/11/21	APL DEL CONST LIEN		*** COMPLETELY DELETED *** COLOMBUS ROOFING & ALUMINUM (2015) LTD.		
		REMARKS: YR2894722.				
YR2900443	2018/11/22	CHARGE		*** COMPLETELY DELETED *** SUNRISE ACQUISITIONS (HWY 7) INC.	COLOMBUS ROOFING & ALUMINUM (2015) LTD.	
YR2905942	2018/12/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** COLOMBUS ROOFING & ALUMINUM (2015) LTD.		
		REMARKS: YR2900443.				
YR2906158	2018/12/05	CHARGE		*** COMPLETELY DELETED *** SUNRISE ACQUISITIONS (HWY 7) INC.	COLOMBUS ROOFING & ALUMINUM (2015) LTD.	
YR2917799	2019/01/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** COLOMBUS ROOFING & ALUMINUM (2015) LTD.		
		REMARKS: YR2906158.				
YR2918544	2019/01/11	CHARGE		*** COMPLETELY DELETED *** SUNRISE ACQUISITIONS (HWY 7) INC.	COLOMBUS ROOFING & ALUMINUM (2015) LTD.	
YR2926527	2019/02/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** COLOMBUS ROOFING & ALUMINUM (2015) LTD.		
		REMARKS: YR2918544.				

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
YR2928191	2019/02/08	CHARGE		*** COMPLETELY DELETED *** SUNRISE ACQUISITIONS (HWY 7) INC.	COLOMBUS ROOFING & ALUMINUM (2015) LTD.	
YR2935580	2019/03/04	DISCH OF CHARGE		*** COMPLETELY DELETED *** COLOMBUS ROOFING & ALUMINUM (2015) LTD.		
	REMARKS: YR2928191.					
YR2936180	2019/03/06	CHARGE		*** COMPLETELY DELETED *** SUNRISE ACQUISITIONS (HWY 7) INC.	COLOMBUS ROOFING & ALUMINUM (2015) LTD.	
YR2946528	2019/04/03	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** NG MARIN INC.		
YR2964215	2019/05/24	CERTIFICATE		*** COMPLETELY DELETED *** NG MARIN INC.		
	REMARKS: CERTIFICATE OF ACTION: YR2946528					
YR2964240	2019/05/24	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** COLOMBUS ROOFING & ALUMINUM (2015) LTD.		
YR2978138	2019/06/28	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** AYA KITCHENS AND BATHS LTD.		
YR2981246	2019/07/09	CERTIFICATE		*** DELETED AGAINST THIS PROPERTY *** COLOMBUS ROOFING & ALUMINUM (2015) LTD.		
	REMARKS: CERTIFICATE OF ACTION RE: YR2964240 - THEN DELETED BY YR3009189 B JAMBOR 2019/10/01					
YR2983672	2019/07/15	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** TIMELINE FLOORS INC. O/A QUALITY STERLING GROUP		
YR3003793	2019/08/30	CERTIFICATE		*** COMPLETELY DELETED *** AYA KITCHENS AND BATHS LTD.		
	REMARKS: CERTIFICATE OF ACTION RE: YR2978138					
YR3006971	2019/09/11	BYLAW		THE CORPORATION OF THE CITY OF MARKHAM		C
	REMARKS: BY-LAW 2019-99 A BY-LAW TO DESIGNATE PART OF A CERTAIN PLAN OF SUBDIVISION NOT SUBJECT TO PART LOT CONTROL					
YR3009188	2019/09/17	DISCH OF CHARGE		*** COMPLETELY DELETED *** COLOMBUS ROOFING & ALUMINUM (2015) LTD.		
	REMARKS: YR2936180.					
YR3009189	2019/09/17	APL DEL CONST LIEN		*** COMPLETELY DELETED ***		

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
				COLOMBUS ROOFING & ALUMINUM (2015) LTD.		
		REMARKS: YR2964240.				
YR3009190	2019/09/17	APL DEL CONST LIEN		*** COMPLETELY DELETED *** AYA KITCHENS AND BATHS LTD.		
		REMARKS: YR2978138. YR3003793				
YR3009191	2019/09/17	APL DEL CONST LIEN		*** COMPLETELY DELETED *** NG MARIN INC.		
		REMARKS: YR2946528. YR2964215				
YR3009192	2019/09/17	APL DEL CONST LIEN		*** COMPLETELY DELETED *** TIMELINE FLOORS INC. O/A QUALITY STERLING GROUP		
		REMARKS: YR2983672.				
YRCP1420	2019/09/17	CE CONDO PLN				C
YR3009447	2019/09/17	CONDO DECLARATION		SUNRISE ACQUISITIONS (HWY 7) INC.		C
YR3011927	2019/09/24	CONDO BYLAW/98		YORK REGION COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 1420		C
		REMARKS: BY-LAW NO. 1				
YR3012090	2019/09/24	NOTICE		SUNRISE ACQUISITIONS (HWY 7) INC.	KINGSETT MORTGAGE CORPORATION	C
		REMARKS: YR2299146				
YR3015611	2019/10/02	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	FAAN MORTGAGE ADMINISTRATORS INC.	C
YR3017261	2019/10/07	CHARGE		*** COMPLETELY DELETED *** SUNRISE ACQUISITIONS (HWY 7) INC.	PETRO GROUP INTERNATIONAL INC.	
YR3019325	2019/10/11	DISCH OF CHARGE		*** COMPLETELY DELETED *** PETRO GROUP INTERNATIONAL INC.		
		REMARKS: YR3017261.				
YR3190270	2021/01/07	CAUTION-LAND		*** COMPLETELY DELETED *** SUNRISE ACQUISITIONS (HWY 7) INC.	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	
		REMARKS: DELETE 2021/03/08				
YR3239773	2021/04/23	CAUTION-LAND		*** COMPLETELY DELETED *** SUNRISE ACQUISITIONS (HWY 7) INC.	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	
		REMARKS: EXPIRES 60 DAYS FROM 2021/04/23				
YR3241020	2021/04/27	WITHDRAWAL CAUTION		*** COMPLETELY DELETED ***		

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
		<i>REMARKS: YR3239773.</i>		CAMERON STEPHENS MORTGAGE CAPITAL LTD.		
YR3267063	2021/06/16	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)	KSV RESTRUCTURING INC.	C
YR3292147	2021/08/03	CONSTRUCTION LIEN	\$669,602	RIVERVALLEY MASONRY GROUP LTD.		C

LAND
REGISTRY
OFFICE #65

02985-0595 (LT)

PAGE 1 OF 7
PREPARED FOR JPetrovic
ON 2021/10/18 AT 10:44:18

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

PROPERTY DESCRIPTION: PART OF BLOCK 3, PLAN 65M4539 BEING PART 30 ON PLAN 65R37967; SUBJECT TO AN EASEMENT IN GROSS AS IN YR2639573; SUBJECT TO AN EASEMENT IN GROSS AS IN YR2652084 ; T/W AN UNDIVIDED COMMON INTEREST IN YORK REGION COMMON ELEMENTS CONDOMINIUM PLAN NO. 1420; SUBJECT TO AN EASEMENT IN FAVOUR OF YORK REGION COMMON ELEMENTS CONDOMINIUM PLAN NO. 1420 AS IN YR3009447; CITY OF MARKHAM

PROPERTY REMARKS: "FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2016/04/14". FOR ADDITIONAL ENCUMBRANCES THE PIN FOR YORK REGION COMMON ELEMENTS CONDOMINIUM PLAN NO. 1420 IN BLOCK 29951 MUST BE EXAMINED.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
DIVISION FROM 02985-0545

PIN CREATION DATE:
2018/11/21

OWNERS' NAMES
SUNRISE ACQUISITIONS (HWY 7) INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2018/11/21 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
NOTE: THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY						
R488826	1988/11/15	NOTICE				C
REMARKS: AIRPORT ZONING REGULATIONS						
YR688132	2005/08/22	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT		C
REMARKS: PICKERING AIRPORT SITE ZONING REG. (SOR/10000-636)						
YR2299146	2015/06/02	CHARGE	\$31,981,940	SUNRISE ACQUISITIONS (HWY 7) INC.	KINGSETT MORTGAGE CORPORATION	C
YR2299147	2015/06/02	NO ASSGN RENT GEN		SUNRISE ACQUISITIONS (HWY 7) INC.	KINGSETT MORTGAGE CORPORATION	C
REMARKS: YR2299146.						
YR2340877	2015/08/18	CHARGE	\$8,000,000	SUNRISE ACQUISITIONS (HWY 7) INC.	SORRENTI LAW PROFESSIONAL CORPORATION	C
YR2341683	2015/08/19	TRANSFER OF CHARGE		SORRENTI LAW PROFESSIONAL CORPORATION	SORRENTI LAW PROFESSIONAL CORPORATION	C
REMARKS: YR2340877.						
YR2352867	2015/09/08	TRANSFER OF CHARGE		SORRENTI LAW PROFESSIONAL CORPORATION	SORRENTI LAW PROFESSIONAL CORPORATION	C
REMARKS: YR2340877.						
YR2380504	2015/10/29	TRANSFER OF CHARGE		SORRENTI LAW PROFESSIONAL CORPORATION	SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	C
REMARKS: YR2340877.						

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
YR2386283	2015/11/06	TRANSFER OF CHARGE	\$8,000,000	SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	C
	REMARKS: YR2340877.					
YR2398064	2015/12/01	TRANSFER OF CHARGE		SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	C
	REMARKS: YR2340877.					
YR2415581	2016/01/13	TRANSFER OF CHARGE		SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	C
	REMARKS: YR2340877.					
YR2421491	2016/01/26	TRANSFER OF CHARGE		SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	C
	REMARKS: YR2340877.					
YR2442481	2016/03/11	TRANSFER OF CHARGE		SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	C
	REMARKS: YR2340877.					
YR2481743	2016/06/03	TRANSFER OF CHARGE		SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	C
	REMARKS: YR2340877.					
YR2543312	2016/09/15	NOTICE	\$9,873,262	SUNRISE ACQUISITION (HWY 7) INC	SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	C
	REMARKS: YR2340877					
YR2572486	2016/11/03	CHARGE	\$1,648,879	SUNRISE ACQUISITIONS (HWY 7) INC.	KINGSETT MORTGAGE CORPORATION	C
YR2582279	2016/11/22	POSTPONEMENT		SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	KINGSETT MORTGAGE CORPORATION	C
	REMARKS: YR2340877, YR2481743 TO YR2572486					
65M4539	2017/02/02	PLAN SUBDIVISION				C
YR2623637	2017/02/09	NO SUB AGREEMENT		THE CORPORATION OF THE CITY OF MARKHAM	SUNRISE ACQUISITIONS (HWY 7) INC.	C
YR2623638	2017/02/09	POSTPONEMENT		KINGSETT MORTGAGE CORPORATION	THE CORPORATION OF THE CITY OF MARKHAM	C
	REMARKS: YR2299146 TO YR2623637					
YR2623639	2017/02/09	POSTPONEMENT		KINGSETT MORTGAGE CORPORATION	THE CORPORATION OF THE CITY OF MARKHAM	C

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NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
		REMARKS: YR2572486 TO YR2623637				
YR2623640	2017/02/09	POSTPONEMENT		SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	THE CORPORATION OF THE CITY OF MARKHAM	C
		REMARKS: YR2340877, YR2481743 TO YR2623637				
YR2623649	2017/02/09	APL ANNEX REST COV		SUNRISE ACQUISITIONS (HWY 7) INC.		C
YR2639573	2017/03/16	TRANSFER EASEMENT	\$2	SUNRISE ACQUISITIONS (HWY 7) INC.	ENBRIDGE GAS DISTRIBUTION INC.	C
YR2640297	2017/03/17	PLAN CORRECTION		ASSISTANT EXAMINER OF SURVEYS		C
		REMARKS: 65M4539.				
YR2652084	2017/04/10	TRANSFER EASEMENT	\$2	SUNRISE ACQUISITIONS (HWY 7) INC.	ALECTRA UTILITIES CORPORATION	C
YR2652085	2017/04/10	POSTPONEMENT		KINGSETT MORTGAGE CORPORATION	ALECTRA UTILITIES CORPORATION	C
		REMARKS: YR2299146 TO YR2652084				
YR2652086	2017/04/10	POSTPONEMENT		KINGSETT MORTGAGE CORPORATION	ALECTRA UTILITIES CORPORATION	C
		REMARKS: YR2572486 TO YR2652084				
YR2652087	2017/04/10	POSTPONEMENT		SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	ALECTRA UTILITIES CORPORATION	C
		REMARKS: YR2340877, YR2341683, YR2380504, YR2398064, YR2415581, YR2421491, YR2442481, YR2481743 & YR2543312 TO YR2652084				
YR2664317	2017/05/05	NOTICE	\$2	THE CORPORATION OF THE CITY OF MARKHAM	SUNRISE ACQUISITIONS (HWY 7) INC.	C
		REMARKS: SITE PLAN CONTROL AGREEMENT				
YR2664318	2017/05/05	POSTPONEMENT		KINGSETT MORTGAGE CORPORATION	THE CORPORATION OF THE CITY OF MARKHAM	C
		REMARKS: YR2299146 TO YR2664317				
YR2664319	2017/05/05	POSTPONEMENT		KINGSETT MORTGAGE CORPORATION	THE CORPORATION OF THE CITY OF MARKHAM	C
		REMARKS: YR2572486 TO YR2664317				
YR2664320	2017/05/05	POSTPONEMENT		SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	THE CORPORATION OF THE CITY OF MARKHAM	C
		REMARKS: YR2340877 TO YR2664317				
YR2666512	2017/05/10	BYLAW		THE CORPORATION OF THE CITY OF MARKHAM		C
		REMARKS: BY-LAW TO DESIGNATE PART OF A CERTAIN PLAN OF SUBDIVISION NOT SUBJECT TO PART LOT CONTROL				
YR2720530	2017/08/21	NOTICE	\$4,000,000	SUNRISE ACQUISITIONS (HWY 7) INC.	KINGSETT MORTGAGE CORPORATION	C
		REMARKS: YR2572486				

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
YR2782817	2018/01/12	RESTRICTION-LAND		SUNRISE ACQUISITIONS (HWY 7) INC.		C
		REMARKS: ANY TRANSFER OF THE LANDS SET OUT HEREIN, NAMELY PIN 02985-0545 (LT) IS HEREBY PROHIBITED UNLESS AND UNTIL THE CONSENT OF THE DIRECTOR OF PLANNING AND URBAN DESIGN, FOR THE CORPORATION OF THE CITY OF MARKHAM, OR HIS DESIGNATE HAS BEEN OBTAINED.				
65R37967	2018/07/31	PLAN REFERENCE				C
YR2872432	2018/09/12	NOTICE	\$5,500,000	SUNRISE ACQUISITIONS (HWY 7) INC.	KINGSETT MORTGAGE CORPORATION	C
		REMARKS: YR2572486				
YR2872560	2018/09/12	POSTPONEMENT		SORRENTI LAW PROFESSIONAL CORPORATION OLYMPIA TRUST COMPANY	KINGSETT MORTGAGE CORPORATION	C
		REMARKS: YR2340877 & YR2481743 TO YR2572486, YR2720530 & YR2872432				
YR2872601	2018/09/12	TRANSFER	\$2	SUNRISE ACQUISITIONS (HWY 7) INC.	SUNRISE ACQUISITIONS (HWY 7) INC.	C
YR2894722	2018/11/07	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** COLOMBUS ROOFING & ALUMINUM (2015) LTD.		
YR2900177	2018/11/21	APL DEL CONST LIEN		*** COMPLETELY DELETED *** COLOMBUS ROOFING & ALUMINUM (2015) LTD.		
		REMARKS: YR2894722.				
YR2900443	2018/11/22	CHARGE		*** COMPLETELY DELETED *** SUNRISE ACQUISITIONS (HWY 7) INC.	COLOMBUS ROOFING & ALUMINUM (2015) LTD.	
YR2905942	2018/12/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** COLOMBUS ROOFING & ALUMINUM (2015) LTD.		
		REMARKS: YR2900443.				
YR2906158	2018/12/05	CHARGE		*** COMPLETELY DELETED *** SUNRISE ACQUISITIONS (HWY 7) INC.	COLOMBUS ROOFING & ALUMINUM (2015) LTD.	
YR2917799	2019/01/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** COLOMBUS ROOFING & ALUMINUM (2015) LTD.		
		REMARKS: YR2906158.				
YR2918544	2019/01/11	CHARGE		*** COMPLETELY DELETED *** SUNRISE ACQUISITIONS (HWY 7) INC.	COLOMBUS ROOFING & ALUMINUM (2015) LTD.	
YR2926527	2019/02/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** COLOMBUS ROOFING & ALUMINUM (2015) LTD.		
		REMARKS: YR2918544.				

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
YR2928191	2019/02/08	CHARGE		*** COMPLETELY DELETED *** SUNRISE ACQUISITIONS (HWY 7) INC.	COLOMBUS ROOFING & ALUMINUM (2015) LTD.	
YR2935580	2019/03/04	DISCH OF CHARGE		*** COMPLETELY DELETED *** COLOMBUS ROOFING & ALUMINUM (2015) LTD.		
		REMARKS: YR2928191.				
YR2936180	2019/03/06	CHARGE		*** COMPLETELY DELETED *** SUNRISE ACQUISITIONS (HWY 7) INC.	COLOMBUS ROOFING & ALUMINUM (2015) LTD.	
YR2946528	2019/04/03	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** NG MARIN INC.		
YR2964215	2019/05/24	CERTIFICATE		*** COMPLETELY DELETED *** NG MARIN INC.		
		REMARKS: CERTIFICATE OF ACTION: YR2946528				
YR2964240	2019/05/24	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** COLOMBUS ROOFING & ALUMINUM (2015) LTD.		
YR2978138	2019/06/28	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** AYA KITCHENS AND BATHS LTD.		
YR2981246	2019/07/09	CERTIFICATE		*** DELETED AGAINST THIS PROPERTY *** COLOMBUS ROOFING & ALUMINUM (2015) LTD.		
		REMARKS: CERTIFICATE OF ACTION RE: YR2964240 - THEN DELETED BY YR3009189 B JAMBOR 2019/10/01				
YR2983672	2019/07/15	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** TIMELINE FLOORS INC. O/A QUALITY STERLING GROUP		
YR3003793	2019/08/30	CERTIFICATE		*** COMPLETELY DELETED *** AYA KITCHENS AND BATHS LTD.		
		REMARKS: CERTIFICATE OF ACTION RE: YR2978138				
YR3006971	2019/09/11	BYLAW		THE CORPORATION OF THE CITY OF MARKHAM		C
		REMARKS: BY-LAW 2019-99 A BY-LAW TO DESIGNATE PART OF A CERTAIN PLAN OF SUBDIVISION NOT SUBJECT TO PART LOT CONTROL				
YR3009188	2019/09/17	DISCH OF CHARGE		*** COMPLETELY DELETED *** COLOMBUS ROOFING & ALUMINUM (2015) LTD.		
		REMARKS: YR2936180.				
YR3009189	2019/09/17	APL DEL CONST LIEN		*** COMPLETELY DELETED ***		

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
				COLOMBUS ROOFING & ALUMINUM (2015) LTD.		
		REMARKS: YR2964240.				
YR3009190	2019/09/17	APL DEL CONST LIEN		*** COMPLETELY DELETED *** AYA KITCHENS AND BATHS LTD.		
		REMARKS: YR2978138. YR3003793				
YR3009191	2019/09/17	APL DEL CONST LIEN		*** COMPLETELY DELETED *** NG MARIN INC.		
		REMARKS: YR2946528. YR2964215				
YR3009192	2019/09/17	APL DEL CONST LIEN		*** COMPLETELY DELETED *** TIMELINE FLOORS INC. O/A QUALITY STERLING GROUP		
		REMARKS: YR2983672.				
YRCP1420	2019/09/17	CE CONDO PLN				C
YR3009447	2019/09/17	CONDO DECLARATION		SUNRISE ACQUISITIONS (HWY 7) INC.		C
YR3011927	2019/09/24	CONDO BYLAW/98		YORK REGION COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 1420		C
		REMARKS: BY-LAW NO. 1				
YR3012090	2019/09/24	NOTICE		SUNRISE ACQUISITIONS (HWY 7) INC.	KINGSETT MORTGAGE CORPORATION	C
		REMARKS: YR2299146				
YR3015611	2019/10/02	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	FAAN MORTGAGE ADMINISTRATORS INC.	C
YR3017261	2019/10/07	CHARGE		*** COMPLETELY DELETED *** SUNRISE ACQUISITIONS (HWY 7) INC.	PETRO GROUP INTERNATIONAL INC.	
YR3019325	2019/10/11	DISCH OF CHARGE		*** COMPLETELY DELETED *** PETRO GROUP INTERNATIONAL INC.		
		REMARKS: YR3017261.				
YR3190270	2021/01/07	CAUTION-LAND		*** COMPLETELY DELETED *** SUNRISE ACQUISITIONS (HWY 7) INC.	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	
		REMARKS: DELETE 2021/03/08				
YR3239773	2021/04/23	CAUTION-LAND		*** COMPLETELY DELETED *** SUNRISE ACQUISITIONS (HWY 7) INC.	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	
		REMARKS: EXPIRES 60 DAYS FROM 2021/04/23				
YR3241020	2021/04/27	WITHDRAWAL CAUTION		*** COMPLETELY DELETED ***		

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
		<i>REMARKS: YR3239773.</i>		CAMERON STEPHENS MORTGAGE CAPITAL LTD.		
YR3267063	2021/06/16	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)	KSV RESTRUCTURING INC.	C
YR3292147	2021/08/03	CONSTRUCTION LIEN	\$669,602	RIVERVALLEY MASONRY GROUP LTD.		C