

**IN THE MATTER OF THE *SECURITIES ACT*,
R.S.O. 1990, C. S5, AS AMENDED**

**AND IN THE MATTER OF BRIDGING FINANCE INC., DAVID SHARPE, NATASHA
SHARPE AND ANDREW MUSHORE**

**NOTICE OF MOTION OF NATASHA SHARPE
(For a Variation of the Timetable)**

The Moving Party, Natasha Sharpe, will make a motion to the Tribunal on May 1, 2023 at
10:00 a.m.

PROPOSED METHOD OF HEARING:

- (a) The Motion is to be heard orally.

THE MOTION IS FOR

- (a) an Order varying the timetable in this proceeding to allow for the necessary time required to argue pending motions and to take other steps required to gain access to Natasha Sharpe's assets so that Natasha Sharpe can pay outstanding legal fees owed to Lenczner Slaght LLP, and pay a retainer in the full amount of future legal fees and disbursements required to complete (i) all remaining steps in this CMT Proceeding and (ii) complete the pleading stage of each of the at least two actions the Receiver and others have commenced against her, and the other seven actions in which she is potentially liable to be a defendant in related third party actions. This would require extending the May 6, 2024 date for filing Natasha Sharpe's

Written Closing Submissions, and rescheduling the dates for Oral Closing Submissions which are now scheduled for May 24 and May 28, 2024;

- (b) in the alternative, an Order removing Lenczner Slaght LLP, including Lawrence Thacker, as my representative of record; and
- (c) such further relief as counsel may advise and this Tribunal may permit.

THE GROUNDS FOR THE MOTION ARE

- (a) Natasha Sharpe is the founder and one of two shareholders of Bridging Finance Inc. (“**BFI**”). She is directly or indirectly the owner of at least 41.7% of the outstanding common shares of BFI.
- (b) Natasha Sharpe is a former director and officer of BFI.
- (c) David Sharpe is a former director and officer of BFI.
- (d) On March 31, 2022, Staff of the Enforcement Branch of the Ontario Securities Commission (“**OSC**”) issued a Statement of Allegations against, *inter alia*, BFI, David Sharpe and Natasha Sharpe, thereby commencing the within proceeding (the “**CMT Proceeding**”).
- (e) Lawrence Thacker is a partner of Lenczner Slaght LLP and is Natasha Sharpe’s counsel in this CMT Proceeding. Lenczner Slaght LLP is Natasha Sharpe’s representative of record in this CMT Proceeding.

- (f) The hearing of this CMT Proceeding commenced on June 26, 2023 and has run intermittently for approximately 35 hearing days.
- (g) On April 1, 2024, OSC Staff delivered the OSC's Written Closing Submissions together with a 17 volume compendium.
- (h) The current timetable provides that Ms. Sharpe's Written Closing Submissions in the CMT Proceeding are due on May 6, 2024, followed by Oral Closing Submissions now scheduled for May 24 and May 28, 2024.

Background to the Motion

- (i) On April 30, 2021, the OSC brought an *ex parte* application in the Superior Court of Justice seeking a receivership order appointing PricewaterhouseCoopers Inc. (“PWC” or “Receiver”), as the Court-Appointed Receiver and Manager of all the assets, undertakings and properties of BFI. Ms. Sharpe is not a party to the Receivership.
- (j) Shortly after the Receivership was put in place, Natasha Sharpe agreed to the Consent Preservation Order issued on August 20, 2021, which was amended on September 16, 2021 (the “**Consent Preservation Order**”).
- (k) The Consent Preservation Order contains terms providing that all Natasha Sharpe's assets worldwide are frozen and cannot be spent, transferred, or otherwise used or accessed except as permitted by the terms of the Consent Preservation Order. However, the Consent Preservation Order also expressly and specifically authorizes

and permits Natasha Sharpe to spend or use any of her assets to pay reasonable amounts for ordinary living expenses and legal advice and representation:

1. THIS COURT ORDERS that subject to the terms set out below, the Sharpe Respondents are restrained from directly or indirectly, by any means whatsoever:

(a) selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with any assets of the Sharpe Respondents, wherever situate;

(b) instructing, requesting, counselling, demanding, or encouraging any other person to do so; and

(c) facilitating, assisting, participating or aiding in any acts the effect of which is to do so.

2. THIS COURT ORDERS that paragraph 1 applies to all of the Sharpe Respondents' assets whether or not they are in their own name and whether they are solely or jointly owned. For the purpose of this order, the Sharpe Respondents' assets include any asset which any of them have the power, directly or indirectly, to dispose of or deal with as if it were their own.

- (1) The Consent Preservation Order expressly and specifically authorizes and permits Natasha Sharpe to spend or use any assets otherwise frozen to pay for ordinary living expenses and legal advice and representation, with such amounts to be agreed upon by the Receiver and the Sharpes, failing which either party may apply to the Court for a determination of such reasonable amounts:

7. THIS COURT ORDERS that, notwithstanding any provision of this Order or any provision of the Order of Justice Hainey dated April 30, 2021:

(a) Each of the Sharpe Respondents are entitled to spend a reasonable amount on ordinary living expenses and legal advice and representation in such amounts as may be agreed upon by the Receiver and the Sharpe Respondents or determined by the Court;

- (m) The Consent Preservation Order does not require Natasha Sharpe or any other person to disclose, describe, or provide any other information about any of her assets or any assets of David Sharpe.
- (n) The Consent Preservation Order does not require that the funds used for legal expenses must be only non-impugned funds, and does not prohibit the use of impugned funds.
- (o) Relying on the Consent Preservation Order and in particular the provisions expressly permitting Natasha Sharpe to use any of her assets to pay for her reasonable legal fees and disbursements, Natasha Sharpe has continued her pre-existing lawyer-client relationship with Lenczner Slaght LLP for the defence of allegations made in this CMT Proceeding, and various other proceedings ongoing against her.
- (p) Until May 4, 2023, the Receiver routinely approved as reasonable, and agreed to the payment of, all amounts of all invoices issued to Natasha Sharpe by Lenczner Slaght LLP in accordance with the Consent Preservation Order.
- (q) Since May 4, 2023, the Receiver has refused to approve any invoices for legal fees and disbursements, thereby preventing Natasha Sharpe from paying any amounts for legal representation, advice and services provided to her, and causing significant unpaid, outstanding legal fees to accrue.
- (r) Lenczner Slaght LLP's total accounts receivable for legal services provided to Natasha Sharpe between April 2023 and March 2024 is \$883,921.20.

- (s) Natasha Sharpe believes that the Receiver's refusal or failure to approve and/or permit payment of Lenczner Slaght LLP's outstanding accounts is a breach of, and a failure to comply with, the Consent Preservation Order.

- (t) Lenczner Slaght LLP is currently holding in trust the amount of \$472,318.76, which funds were paid as a deposit to be applied to pay legal fees and disbursements incurred by Natasha Sharpe. Those funds remain in the trust account of Lenczner Slaght LLP and would be available to pay legal fees and disbursements that have been approved by the Receiver or the Court, but for the position taken by the Receiver described below.

- (u) Since late 2023, Natasha Sharpe has been working on a contract basis, with multiple contracts totalling less than \$75,000 gross per annum. Her contract employment remuneration is subject to various statutory deductions and withholdings, such that her net take home income is the net income resulting from her variable gross income described above. She works less than full-time hours. Since the depletion of the funds for her living expenses, she has been unable to spend, use or access in any way any of her assets that she owned as of the date of the Consent Orders. She has paid her reasonable living expenses and those of her minor son, Alex, exclusively from her net take home pay from her work described above, and from unused parts of the \$15,000 per month that she was paid as previously agreed to and authorized by the Receiver under the Consent Preservation Order.

Natasha Sharpe is Defending Multiple Civil Actions and Potential Criminal Proceedings

- (v) In the 17th Report of the Receiver dated July 10, 2023, the Receiver lists the various civil actions that the Receiver has caused BFI to commence against Natasha Sharpe and others.

- (w) In addition to this CMT Proceeding, Natasha Sharpe is a defendant in numerous civil actions in which she is personally named as a defendant, including:
 - (i) **CV230069863300CL - BRIDGING FINANCE INC. et al v. SHARPE et al;** - Statement of Claim issued on April 27, 2023, against David Sharpe, Natasha Sharpe, Jenny Coco, Rock-Anthony Coco, Andrew Mushore, Graham Marr, Kevin Moreau, Michael Garofalo, Ian Baele and certain trusts corporations seeking among other things damages for fraud, breach of fiduciary duty, and negligence in the amount of \$1.7 billion; and
 - (ii) **CV-23-00698641-0000** - Statement of Claim issued on April 28, 2023, against Jenny Virginia Coco; Rock-Anthony Coco, Andrew Mushore, Graham Marr, Michael Garofalo, Ian Baele, Nina Onoria Coco; 8156247 Canada Inc., John Doe Trustee(s) of the Doe Trust, Jabe Doe Partnerships; Richad Roe Companies; Juliana Contreras in her capacity as trustee of The 182 Crescent Road Trust, Sterling Bank and Trust Co. in its capacity as trustee of The Tansi Trust; First Trust Management AG in its capacity as trustee of The Salus Rete Trust, First Peoples Infra Inc., 10746355 Canada Inc. seeking, among other things damages for fraud and deceit, misrepresentation, conspiracy, unlawful interference with contractual relations, fraudulent conveyance, and breach of contract breach of fiduciary duty, and negligence in the amount of \$100 million.

- (x) There also are an additional at least seven civil actions already commenced and ongoing in which one or more defendants may possibly commence Third Party Claims against Natasha Sharpe, including:
 - (i) **CV230069779500CL - BRIDGING FINANCE INC. et al v. KPMG LLP** - Statement of Claim issued on April 12, 2023 against KPMG, BFI's former auditor, for breach of contract, negligence and negligent misrepresentation in the amount of \$1.4 billion;

- (ii) **CV230069856300CL – Bridging Finance Inc. et al v Chubb Insurance Company of Canada** - Statement of Claim issued on April 26, 2023 against Chubb Insurance Company of Canada the fidelity insurer of BFI seeking damages in the amount of \$90 million;
- (iii) **CV230069871500CL – BRIDGING FINANCE INC. BY ITS RECEIVER, PRICEWATERHOUSECOOPERS INC. et al v. NG et al** - Statement of Claim issued on April 28, 2023 on behalf of BFI, BIF, MMF, SB GP and BF GP against Gary Ng seeking damages for fraud in the amount of \$160 million and against Serena King-Sum Lee, Andy Ng and various related parties for among other things, damages for knowing receipt, knowing assistance and/or unjust enrichment in the amount of \$38 million;
- (iv) **CV230069870600CL - BRIDGING FINANCE INC. et al v. GAUTAM et al** - Statement of Claim issued on April 28, 2023 against Rishi Gautam and related entities for, among other things, damages for fraud, knowing receipt, knowing receipt, knowing assistance and/or unjust enrichment in the amount of \$38 million;
- (v) **CV230069871100CL – BRIDGING FINANCE INC. ET AL V. MCCOSHEN ET AL** - Statement of Claim issued on April 28, 2023 against Sean McCoshen and related entities for, among other things, damages for civil fraud, unjust enrichment and conversion in the amount of \$160 million and US \$5.8 million;
- (vi) **CV23006987370000 - BRIDGING FINANCE INC. et al v. WONG et al** - Notice of Action issued on April 28, 2023 against Sepoy Wong and James Lexovsky (as former directors of BFI and parties related to Gary Ng), for, among other things, damages for fraud, breach of fiduciary duty and negligence. The corresponding Statement of Claim was issued by the Court on May 26, 2023; and
- (vii) **CV230069870200CL - BRIDGING FINANCE INC. et al v. THE SHARPE INDIGENOUS CHARITABLE FOUNDATION et al** - Notice of Action issued on April 28, 2023 against the Sharpe Indigenous Charitable Foundation, Alexander Sharpe, Queen’s University, First Nations University of Canada and the Office of the Children’s Lawyer seeking declarations that the defendants do not have claims or interests in the 182 Crescent Road Trust, the Tansi Trust and/or the Salus Rete Trust. The Corresponding Statement of Claim was issued on May 26, 2023.

- (y) Natasha Sharpe and David Sharpe are also aware that they are the subjects of a criminal investigation conducted by the RCMP's Integrated Market Enforcement Team. To Natasha Sharpe's knowledge, no criminal charges have been laid at this time.
- (z) The Receiver now seeks to take advantage of Lenczner Slaght LLP's continued legal representation of Natasha Sharpe in reliance on the Consent Preservation Order. The Receiver's conduct has caused Lenczner Slaght LLP's unpaid and outstanding invoices to accumulate to a total of \$883,921.20 for the period April 2023 to March 2024.
- (aa) Despite the Consent Preservation Order, which incorporates many standard terms of the Model Commercial List *Mareva* Order, the Receiver has now, after three years, brought a cross-motion for a *Mareva* injunction over all of Natasha Sharpe's assets, which she cannot defend or resist in the circumstances, because the Receiver has failed to comply with the Consent Preservation Order, thereby withholding and depriving Natasha Sharpe from using her own assets to pay for the legal services that she urgently requires, including to defend the Receiver's threatened *Mareva* injunction motion.
- (bb) Not only would a *Mareva* injunction be largely duplicative, the tactic exploits the reality that Natasha Sharpe now already owes significant legal fees which remain unpaid precisely because the Receiver has withheld the paying of those legal fees. As a result, she cannot fund any defence of any motion for a *Mareva* Injunction, an unfair and unjust situation the Receiver has intentionally created by deliberately

refusing to comply with the express terms of an Order of this Court to which the Receiver consented.

- (cc) Natasha Sharpe believes that the Receiver, a judicially-appointed Court Officer, should not be permitted to obtain or enjoy any tactical or other advantage or benefit against her created by, or resulting from, the Receiver's own conduct in these circumstances, including its breach or failure to comply with the Consent Preservation Order

Motion for Payment of Legal Fees to Lenczner Slaght LLP

- (dd) On April 10, 2024, Ms. Sharpe and David Sharpe, through their respective counsel brought a motion for, among other things, approval of invoices issued for legal fees and disbursements incurred, and payment of those invoices, including all outstanding invoices issued by Lenczner Slaght LLP, and an Order permitting Natasha Sharpe to pay all amounts owing to Lenczner Slaght LLP pursuant to those invoices.
- (ee) The Receiver brought a cross-motion for a *Mareva* injunction.
- (ff) A motion was also brought by the Trustee of the Alexander Morris Sharpe Trust to allow for some of those funds to be used for the legal defence of Ms. Sharpe (the "**Trustee Motion**").
- (gg) The only motions that proceeded on that day were the Trustee's Motion and Natasha Sharpe and David Sharpe's motions for approval of the unpaid invoices of

Lenczner Slaght LLP and Crawley MacKewn Brush LLP. The other motions were adjourned.

- (hh) On April 22, 2024, Justice Steele released her reasons dismissing the Trustee Motion. As a result, Lenczner Slaght LLP's legal fees remain unpaid.
- (ii) The Sharpes' motion for approval of legal fees was argued on April 10, 2024. No one opposed the motion, and no one made any submissions to oppose the approval of legal fees when Justice Steele invited any interested parties to do so.
- (jj) Justice Steele also reviewed all of the outstanding invoices submitted by Lenczner Slaght LLP.
- (kk) On April 22, 2024, Justice Steele granted the motion. Justice Steele determined that all of the outstanding invoices submitted by Lenczner Slaght LLP were reasonable. She explained her reasons for doing so in her Reasons for Decision dated April 22, 2024.
- (ll) In particular, Justice Steele found:

[14] Following the negotiation of the consent preservation order, until May 4, 2023, the Receiver's counsel routinely approved the payment of David and Natasha Sharpe's legal fees, which were paid from the Richardson Account and the BMO Account.

[15] The Richardson Account and BMO Account have been depleted. Following the depletion of these accounts, the Receiver has not approved the Sharpes' legal fees.

[46] The Receiver indicated that it did not have any issue, nor submissions, with the Court reviewing and approving the Crawley A/R and Natasha's Legal Fees. No party objected to the Court reviewing and approving the fees.

[47] Counsel for David and Natasha Sharpe filed their redacted invoices. The Court was provided with a breakdown of the fees charged by timekeeper, including their hourly billing rates, year of call, and time spent. The hourly rates charged are commensurate with sophisticated legal counsel in the City of Toronto.

[48] There is no dispute that the allegations against David and Natasha Sharpe made in this proceeding, and the other Bridging Proceedings, are complex and significant, requiring extensive legal assistance.

[49] I am satisfied that the Legal Fees are reasonable in light of the volume, urgency and complexity of the work performed by Natasha and David Sharpe's legal counsel. However, the issue as to the source of funds to pay the Legal Fees is still outstanding.

- (mm) As described below, the Receiver asserts that any of Natasha Sharpe's assets that are subject to the Receiver's alleged claims for a proprietary interest brought by the Receiver cannot be used for any purpose, and the Receiver asserts that all of her assets are subject to claims for a proprietary interest.

Receiver's Assertion of Proprietary Claims Over all of Natasha Sharpe's Assets

- (nn) The Receiver has confirmed that the Consent Preservation Order imposes a freeze on all of Natasha Sharpe's assets, except for the express exclusions that permit the spending or other use of my assets to pay reasonable living expenses and reasonable legal fees and disbursements, as described above. Therefore, all of Natasha Sharpe's assets are encompassed by the Consent Preservation Order. As a result, because the Consent Preservation Order provides that all of her assets are frozen, Natasha Sharpe has no assets that are not frozen by the Consent Preservation Order, except for the exceptions described above.
- (oo) In various Statements of Claim, the Receiver has asserted proprietary claims over all of Natasha Sharpe's assets, although there has been no adjudication or even any

preliminary judicial assessment or analysis of the merits of any of the Receiver's claims for proprietary interest over any of Natasha Sharpe's assets. Those claims asserting a proprietary interest over Natasha Sharpe's assets have been pleaded, but no adjudication of the merits of any of the Receiver's claims for a proprietary interest has been made.

- (pp) All of the Receiver's claims asserting a proprietary interest are based e upon pleadings. To date, no adjudication on any evidence has been made.
- (qq) The Consent Preservation Order was made on consent without any adjudication. As a result, because of the express claims pleaded by the Receiver, all of Ms. Sharpe's assets are subject to claims by the Receiver of a proprietary interest, although no such claims have been adjudicated even on a preliminary or *prima facie* basis.
- (rr) Therefore, Natasha Sharpe has no assets that are not subject to the Receiver's pleaded allegations and asserted claims of a proprietary interest. As a result of the Consent Preservation Order, she has no assets, except the funds described in her affidavit and in paragraphs (t) and (u) above, that can be used for payment of outstanding legal fees and disbursements.
- (ss) Natasha Sharpe does not agree that the Receiver has any proprietary interest or even valid claims for a proprietary interest over all or any of her assets. She also does not agree that even if the Receiver has any proprietary interest or even a valid claim

for a proprietary interest over all of her assets, that none of her assets are available to be used to pay reasonable legal fees and disbursements.

- (tt) A variation of the timetable is a fair and reasonable solution to address the exceptional circumstance that has arisen. It effectively balances Natasha Sharpe's ability to continue to retain counsel of her choice and participate meaningfully in the hearing, with the goal of proceeding in a just, expeditious and cost-effective manner.
- (uu) Natasha Sharpe wants to retain the existing funds held by Lenczner Slaght LLP in the aggregate amount of \$472,318.76 to be used as a retainer to ensure payment for the future legal fees and disbursements that she will be required to incur in order to complete:
 - (i) all remaining steps in this CMT Proceeding; and
 - (ii) complete the pleading stage of each of the at least two civil actions commenced by the Receiver or other plaintiffs against her as a defendant, and the other seven civil actions in which she is potentially liable to be a defendant in related third party actions.
- (vv) At the present time, there are no immediate prospects that any of Natasha Sharpe's assets will in the future become available to pay that outstanding amount. Natasha Sharpe and David Sharpe have requested an immediate judicial mediation process and have also requested that the motions described in paragraphs (dd), (ee), (ff) and

(gg) above be scheduled for a hearing as soon as possible. However, no mediation has been scheduled and the motions have not been scheduled.

(ww) Lawrence Thacker cannot and will not carry on as Natasha Sharpe's counsel until arrangements have been put in place to ensure that he will be paid for his work. As a result, Natasha Sharpe believes that unless Lawrence Thacker is paid in full for his work which has been significant to date, he will have no choice but to resign as Natasha Sharpe's counsel.

(xx) For the same reasons, Lenczner Slaght LLP will be unable to continue as Natasha Sharpe's representative of record in this proceeding, and will be forced to move for an Order removing Lenczner Slaght LLP as representative of record.

(yy) As a consequence, Natasha Sharpe will be forced to complete the remaining steps in this prosecution proceeding, which she has not attended, watched or followed along to date, without any legal counsel. There is no possibility that she will be able to retain any other legal counsel because she has no assets available to be used to pay any other legal counsel. The immediate loss of her legal counsel, several weeks before the deadline for serving Written Closing Submissions, and approximately five weeks before the date for Oral Closing Submissions, would cause Natasha Sharpe to suffer serious harm and prejudice that could never be rectified or even mitigated in any way.

(zz) As a consequence of the nature and seriousness of the offences for which Natasha Sharpe is being prosecuted in this proceeding, and the alleged facts upon which

those alleged offences are based, the outcome of this proceeding could possibly have permanent, and significantly life-altering, consequences for Natasha Sharpe and her minor son. The range of potential penalties that the OSC could seek would have devastating and permanent consequences for Natasha Sharpe and her son.

(aaa) If Natasha Sharpe were to be forced to carry on with and complete the hearing in this proceeding without any legal counsel, she would likely suffer devastating and permanent consequences that would forever change her life, and likely her son's life and his prospects for his education, career and employment opportunities. These harms and resulting losses would be permanent, and could never be rectified or remedied or even mitigated, if they were permitted to occur.

(bbb) Such further and other grounds as the lawyers may advise.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the Motion:

- (a) Rules 3 and 24(2) of the *Capital Markets Tribunal Rules of Procedure* made under the *Statutory Powers and Procedures Act*, RSO 1990, c S.22. s.25.1;
- (b) Sections 21.2(1), 25.0.1 and 25.1(6) of the *Statutory Powers and Procedures Act*, RSO 1990, c S.22;
- (c) The Affidavit of Natasha Sharpe sworn on April 29, 2024 and the Exhibits attached thereto; and
- (d) Such further and other evidence as the lawyers may advise and this Tribunal may permit.

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April 29, 2024

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**IN THE MATTER OF THE *SECURITIES ACT*,
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**AND IN THE MATTER OF BRIDGING FINANCE INC.,
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NOTICE OF MOTION

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