



SUPERIOR COURT OF JUSTICE

COUNSEL SLIP/ ENDORSEMENT FORM

COURT FILE NO.: CV-23-00706813 DATE: JUNE 26, 2025

NO. ON LIST: 4

TITLE OF PROCEEDING: **GENESIS MORTGAGE INVESTMENT
CORPORATION v. 1776411 ONTARIO LTD. et. al.**

BEFORE: **JUSTICE W.D. BLACK**

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party, Crown:

Name of Person Appearing	Name of Party	Contact Info
Thomas Gray, Counsel Sean Zweig, Counsel	Genesis Mortgage Investment Corporation GFD 133W Limited Partnership	grayt@bennettjones.com zweigs@bennettjones.com

For Defendant, Respondent, Responding Party, Defence:

Name of Person Appearing	Name of Party	Contact Info
Chad Kopach	KSV Restructuring Inc., Receiver	ckopach@blaney.com
Denise Bambrough	Surety, Aviva Insurance Company of Canada	dbambrough@blg.com

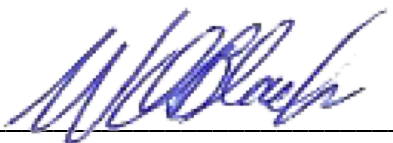
For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
No one appearing	1776411 Ontario Ltd.	

ENDORSEMENT OF JUSTICE W.D. BLACK:

- [1] In October of 2023, this court appointed KSV (as defined in the materials, and I will use other terms as defined in the materials in this endorsement) as the Receiver of the Property of 1333 Weber LP and its general partner 1776411 Ontario Limited (together the Partnership).
- [2] The Project, in its four phases, was and is the principal asset of the Partnership.
- [3] Prior to the receivership, all units of Tower A, and 325 units of Towers B and C were sold pursuant to the APSs.
- [4] A court-ordered sale process for the Project did not result in any acceptable offers by the bid deadline of January 30, 2024. As such, GMIC advised the Receiver that it would submit a bid for the Project, ultimately resulting in the Sale Agreement under which the Purchasers (GMIC, Elm and Dorr) agreed to purchase the Project. On October 7, 2024, the Purchasers' interest in the Sale Agreement was assigned to GFD LP, a limited partnership in which the purchasers are the limited partners.
- [5] On October 8, 2024, this court granted the AVO.
- [6] The Purchasers were not prepared to close the Transaction without certain disclaimers and terminations of APSs, and did not believe the Project would be economically viable if APSs in respect of Towers A and B remained in place.
- [7] The Tower A Sales Plan provides a Tower A Unit Purchaser an option to keep its unit if it enters into a revise APS (with a price increase); if not, the APS for that unit may be disclaimed on certain terms and the disclaimed unit offered for resale (initially to Tower B and C Unit Purchasers).
- [8] The Transaction closed on October 29, 2024. Since then, representatives of GFD LP have engaged in discussions with Tower A Unit Purchasers regarding the potential assumption of the APSs (the AVO provided 120 days for this to take place and for notice to be given to the Receiver as to which APSs are not being assumed by the Assignee).
- [9] GFD LP brought a motion, ultimately heard on February 20, 2025 by which it obtained a revised form of AVO Amendment Order, among other things extending the deadline for the Assignee to provide notice to the Receiver of the APSs to be disclaimed. This court granted a revised form of AVO Amendment Order extending that deadline to June 30, 2025, one month before the then Outside Occupancy Date under the Tower A unit APSs.
- [10] In the endorsement granting the AVO Amendment Order, Cavanagh J. included language memorializing an agreement reached between GFD LP, Aviva, and Westmount Guarantee Services pursuant to which GFD LP agreed to pay additional claims and expenses under the Tarion Bond and the Master Deposit Insurance Policy that may be incurred by Aviva as a result of the extension of the deadline.
- [11] Since the AVO Amendment Order was granted GFD LP has continued discussions with Tower A Unit Purchasers and has continued to oversee construction of the Project.
- [12] Recent strikes by residential roofing contractors and high-rise plumbers working on the Project have necessitated a 50-day extension of the Outside Occupancy Date provided under the Tower A APS from July 31, 2025 to September 19, 2025.

- [13] It is as a result of these recent delays and the corresponding extension of the Outside Occupancy Date that GFD seeks the further extension of the Deadline, and asserts that the extension is appropriate in the circumstances (and on the same basis that this court found the prior extension to be appropriate).
- [14] I agree.
- [15] While at least two of the unit purchasers in attendance understandably expressed frustration at how long the process is taking, I am satisfied that the order sought is reasonable in the circumstances, and that it will not materially prejudice the Tower A Unit Purchasers. In particular, their deposits continue to bear interest, and the further extension will see the determination on all disclaimers made by August 19, 2025, again a full month before the revised Outside Occupancy Date (September 19, 2025) for the Tower A APSs.
- [16] I grant the order sought, a signed copy of which is attached.
- [17] As Cavanagh J. did in his endorsement of February 20, 2025, I also confirm the agreement between GFD LP and Aviva about issues between them, as follows:
- (a) GFD 1333W agrees to pay any and all additional interest, delayed occupancy fees and other claims and expenses that may be incurred by Aviva under the Tarion Bond and the Master Deposit Insurance Policy as a result of the requested extension; and
 - (b) GFD 133W's liability for additional interest will be calculated on a unit-by-unit basis based on the length of the delayed termination of the agreement of purchase and sale for that unit. For example, if unit #1 is terminated 20 days later than the previously court approved deadline of February 26, 2025, the interest amount payable for those additional 20 days will be paid by GFD 1333W.



W.D. BLACK J.

DATE: JUNE 26, 2025