



Court File No. CV-22-00674810-00CL

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

THE HONOURABLE  
JUSTICE MCEWEN

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WEDNESDAY, THE 14<sup>TH</sup>  
DAY OF DECEMBER, 2022

B E T W E E N :

**KINGSETT MORTGAGE CORPORATION**

Applicant

- and -

**30 ROE INVESTMENTS CORP.**

Respondent

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

**AMENDED SALE PROCESS APPROVAL ORDER**

**THIS MOTION**, made by KSV Restructuring Inc., in its capacity as the Court-appointed receiver and manager (in such capacity, the “**Receiver**”) without security, of (i) the real property legally described in Schedule “A” hereto (the “**Real Property**”), (ii) all assets, undertakings and properties of 30 Roe Investments Corp. (the “**Debtor**”) acquired for, used in connection with, situate at, or arising from the ownership, development, use or disposition of, the Real Property, including the proceeds therefrom, and (iii) all of the Debtor's rights, claims, advantages, benefits, title and interest in, to and under all agreements, leases, documents, permits, approvals, licenses and instruments in respect of the Real Property and all monies or proceeds payable thereunder

(collectively with (i), (ii) and (iii), the “**Property**”), for an order, among other things: (i) abridging and validating service of the Notice of Motion and Motion Record herein; (ii) approving the proposed Amended Sale Process (as defined and described in the Second Report of the Receiver dated December 5, 2022 (the “**Second Report**”)) in respect of the Real Property; and (iii) approving the activities of the Receiver described in the Second Report and the Supplement to the Second Report of the Receiver dated December 13, 2022 (the “**Supplemental Report**”), was heard this day by Zoom videoconference.

**ON READING** the Motion Record of the Receiver dated December 5, 2022, including the Second Report (including the appendices thereto) and the Supplemental Report, and on hearing the submissions of counsel for the Receiver, counsel for KingSett Mortgage Corporation, Raymond Zar and such other counsel as were present, no one else appearing although properly served as appears from the Affidavits of Service of Brennan Caldwell sworn December 6<sup>th</sup>, 9<sup>th</sup> and 13<sup>th</sup>, 2022.

## **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 Second Report, it being understood that: (i) references to “Remax” shall be construed so as include reference to any successor or assignee brokerage consented to by the Receiver; and (ii) references to the “Remax Listing Agreement” shall be construed so as to include any listing agreement substantially in the form of the Remax Listing Agreement entered into between the Receiver and any such successor or assignee brokerage.

### AMENDED SALE PROCESS APPROVAL

3. **THIS COURT ORDERS** that the Amended Sale Process be and is hereby approved. The Receiver is hereby authorized to carry out the Amended Sale Process and to take such steps as it considers necessary or desirable in carrying out its obligations thereunder, subject to prior approval of this Court being obtained before completion of any transaction under the Amended Sale Process.
4. **THIS COURT ORDERS** that, without limiting the generality of paragraph 3 hereof, the execution of the Remax Listing Agreement by the Receiver is hereby authorized and approved, with such minor amendments (if any) as the Receiver and Remax may agree.
5. **THIS COURT ORDERS** that the Receiver and its affiliates, partners, directors, officers, employees, advisors, lawyers, agents and controlling persons shall have no liability with respect to any and all losses, claims, damages or liabilities of any nature or kind to any person in connection with or as a result of the Receiver performing its duties under the Amended Sale Process, except to the extent such losses, claims, damages or liabilities arise or result from the gross negligence or wilful misconduct of the Receiver, as determined by a final order of this Court.
6. **THIS COURT ORDERS** that the Receiver, on at least five (5) days' notice to the service list established in these proceedings, may apply to the Court for directions with respect to the Amended Sale Process at any time.

### PIPEDA

7. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver is hereby authorized and permitted to disclose and provide to its agents (including Remax) and any potential purchasers in the Amended Sale Process personal information of identifiable individuals, but only to the extent desirable or required to negotiate or attempt to complete a transaction pursuant to the Amended Sale Process (a "**Transaction**"). Each person to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to the purpose of effecting a Transaction, and if a potential purchaser does not complete a Transaction, they shall return all such information to the Receiver or, in the alternative, destroy all such information and provide confirmation of its destruction to the Receiver. Any purchaser under a



Transaction shall maintain the privacy of such information and, upon closing of a Transaction, shall be entitled to use the personal information provided to it in a manner that is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed and provide confirmation of its destruction to the Receiver.

**APPROVAL OF THE SECOND REPORT, SUPPLEMENT TO THE SECOND REPORT AND RECEIVER'S ACTIVITIES**

8. **THIS COURT ORDERS** that the Second Report, <sup>TM</sup>~~the Supplemental Report~~, <sup>TM</sup> and the activities of the Receiver referred to therein be and are hereby approved; provided, however, that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

**GENERAL**

9. **THIS COURT ORDERS** that nothing herein shall be construed so as to limit or modify the approvals, protections or other provisions of the Sale Process Approval Order of this Court granted in the within proceedings dated July 18, 2022.

10. **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.

11. **THIS COURT ORDERS** that this Order and all of its provision are effective as of 12:01 a.m. (Toronto time) on the date of this Order without the need for issuance or entry.

  
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## SCHEDULE A

### DESCRIPTION OF REAL PROPERTY

*PIN* 76559 - 0508 LT      *Interest/Estate Fee Simple*

*Description* UNIT 1, LEVEL 34, TORONTO STANDARD CONDOMINIUM PLAN NO. 2559 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT4423506; CITY OF TORONTO

*Address* 1 PENTHOUSE 30 ROEHAMPTON AVENUE TORONTO

*PIN* 76559 - 0509 LT      *Interest/Estate Fee Simple*

*Description* UNIT 2, LEVEL 34, TORONTO STANDARD CONDOMINIUM PLAN NO. 2559 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT4423506; CITY OF TORONTO

*Address* 2 PENTHOUSE 30 ROEHAMPTON AVENUE TORONTO

*PIN* 76559 - 0510 LT      *Interest/Estate Fee Simple*

*Description* UNIT 3, LEVEL 34, TORONTO STANDARD CONDOMINIUM PLAN NO. 2559 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT4423506; CITY OF TORONTO

*Address* 3 PENTHOUSE 30 ROEHAMPTON AVENUE TORONTO

*PIN* 76559 - 0511 LT      *Interest/Estate Fee Simple*

*Description* UNIT 4, LEVEL 34, TORONTO STANDARD CONDOMINIUM PLAN NO. 2559 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT4423506; CITY OF TORONTO

*Address* 4 PENTHOUSE 30 ROEHAMPTON AVENUE TORONTO

*PIN* 76559 - 0512 LT      *Interest/Estate Fee Simple*

*Description* UNIT 5, LEVEL 34, TORONTO STANDARD CONDOMINIUM PLAN NO. 2559 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT4423506; CITY OF TORONTO

*Address* 5 PENTHOUSE 30 ROEHAMPTON AVENUE TORONTO

*PIN* 76559 - 0513 LT      *Interest/Estate Fee Simple*



*Description* UNIT 6, LEVEL 34, TORONTO STANDARD CONDOMINIUM PLAN NO. 2559 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT4423506; CITY OF TORONTO

*Address* 6 PENTHOUSE 30 ROEHAMPTON AVENUE TORONTO

*PIN* 76559 - 0514 LT *Interest/Estate* Fee Simple

*Description* UNIT 7, LEVEL 34, TORONTO STANDARD CONDOMINIUM PLAN NO. 2559 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT4423506; CITY OF TORONTO

*Address* 7 PENTHOUSE 30 ROEHAMPTON AVENUE TORONTO

*PIN* 76559 - 0515 LT *Interest/Estate* Fee Simple

*Description* UNIT 8, LEVEL 34, TORONTO STANDARD CONDOMINIUM PLAN NO. 2559 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT4423506; CITY OF TORONTO

*Address* 8 PENTHOUSE 30 ROEHAMPTON AVENUE TORONTO

*PIN* 76559 - 0516 LT *Interest/Estate* Fee Simple

*Description* UNIT 9, LEVEL 34, TORONTO STANDARD CONDOMINIUM PLAN NO. 2559 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT4423506; CITY OF TORONTO

*Address* PH09 PENTHOUSE 30 ROEHAMPTON AVENUE TORONTO

*PIN* 76559 - 0582 LT *Interest/Estate* Fee Simple

*Description* UNIT 59, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2559 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT4423506; CITY OF TORONTO

*Address* TORONTO

*PIN* 76559 - 0583 LT *Interest/Estate* Fee Simple

*Description* UNIT 60, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2559 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT4423506; CITY OF TORONTO

*Address* TORONTO

*PIN* 76559 - 0584 LT *Interest/Estate* Fee Simple

*Description* UNIT 61, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2559 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT4423506; CITY OF TORONTO

*Address* TORONTO

*PIN* 76559 - 0585 LT *Interest/Estate* Fee Simple

*Description* UNIT 62, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2559 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT4423506; CITY OF TORONTO

*Address* TORONTO

*PIN* 76559 - 0586 LT *Interest/Estate* Fee Simple

*Description* UNIT 63, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2559 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT4423506; CITY OF TORONTO

*Address* TORONTO

*PIN* 76559 - 0587 LT *Interest/Estate* Fee Simple

*Description* UNIT 64, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2559 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT4423506; CITY OF TORONTO

*Address* TORONTO

*PIN* 76559 - 0588 LT *Interest/Estate* Fee Simple

*Description* UNIT 65, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2559 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT4423506; CITY OF TORONTO

*Address* TORONTO

*PIN* 76559 - 0589 LT *Interest/Estate* Fee Simple

*Description* UNIT 66, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2559 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT4423506; CITY OF TORONTO

*Address* TORONTO

*PIN* 76559 - 0590 LT *Interest/Estate* Fee Simple



*Description* UNIT 67, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2559 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT4423506; CITY OF TORONTO

*Address* 30 ROEHAMPTON AVENUE TORONTO

*PIN* 76559 - 0621 LT *Interest/Estate Fee Simple*

*Description* UNIT 98, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2559 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT4423506; CITY OF TORONTO

*Address* TORONTO

*PIN* 76559 - 0622 LT *Interest/Estate Fee Simple*

*Description* UNIT 99, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2559 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT4423506; CITY OF TORONTO

*Address* TORONTO

*PIN* 76559 - 0623 LT *Interest/Estate Fee Simple*

*Description* UNIT 100, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2559 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT4423506; CITY OF TORONTO

*Address* TORONTO

*PIN* 76559 - 0624 LT *Interest/Estate Fee Simple*

*Description* UNIT 101, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2559 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT4423506; CITY OF TORONTO

*Address* TORONTO

*PIN* 76559 - 0625 LT *Interest/Estate Fee Simple*

*Description* UNIT 102, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2559 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT4423506; CITY OF TORONTO

*Address* TORONTO

*PIN* 76559 - 0626 LT *Interest/Estate Fee Simple*



*Description* UNIT 103, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2559 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT4423506; CITY OF TORONTO

*Address* TORONTO

*PIN* 76559 - 0627 LT *Interest/Estate* Fee Simple

*Description* UNIT 104, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2559 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT4423506; CITY OF TORONTO

*Address* TORONTO

*PIN* 76559 - 0628 LT *Interest/Estate* Fee Simple

*Description* UNIT 105, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2559 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT4423506; CITY OF TORONTO

*Address* TORONTO

*PIN* 76559 - 0629 LT *Interest/Estate* Fee Simple

*Description* UNIT 106, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2559 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT4423506; CITY OF TORONTO

*Address* 30 ROEHAMPTON AVENUE TORONTO

Court File No. CV-22-00674810-00CL

**30 ROE INVESTMENTS CORP.**

Respondent

- and -

**KINGSETT MORTGAGE CORPORATION**

Applicant

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

Proceeding commenced at Toronto

**AMENDED SALE PROCESS APPROVAL ORDER**

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Court-appointed Receiver and not in its personal capacity