

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

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

BETWEEN:

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**

AFFIDAVIT OF ELIZABETH FIMIO

I, **ELIZABETH FIMIO**, of the City of Burlington, in the Province of Ontario, **AFFIRM
THAT:**

1. I am a Law Clerk, Litigation/Litigation Support, at the law firm of Bennett Jones LLP, counsel for KingSett Mortgage Corporation (the "**Applicant**") in the above-noted proceeding. As such, I have personal knowledge of the matters to which I hereinafter depose in this Affidavit. Where I do not have personal knowledge of the matters set out herein, I have stated the source of my information and, in all cases, believe it to be true.
2. A copy of an email dated February 2, 2022 from Sean Zweig to Raymond Zar is attached hereto as **Exhibit "A"**.

3. A copy of a demand letter dated February 3, 2022 (the "**Demand Letter**") addressed to 30 Roe Investments Corp. (the "**Debtor**" or the "**Respondent**") is attached hereto as **Exhibit "B"**.

4. A copy of a notice of intention to enforce security dated February 3, 2022 (the "**NITES**") addressed to the Debtor is attached hereto as **Exhibit "C"**.

5. A copy of an email chain dated February 3, 2022 containing a confirmation of proof of delivery of the Demand Letter and NITES to the Debtor is attached hereto as **Exhibit "D"**.

6. A copy of an email dated February 8, 2022 from Sean Zweig to Raymond Zar is attached hereto as **Exhibit "E"**.

7. I am advised by Sean Zweig and Joshua Foster that, as of the date of this Affidavit, they have received no response from the Respondent (or any counsel on behalf of the Respondent) in respect of any of the correspondence attached hereto as exhibits.

AFFIRMED BEFORE ME over)
videoconference on this 17th day of February)
2022. The affiant was located in the City of)
Burlington, in the Province of Ontario, and)
the Commissioner was located in the City of)
Oakville, in the Province of Ontario. This)
affidavit was commissioned remotely as a)
result of COVID-19 and the declaration was)
administered in accordance with Ontario)
Regulation 431/20.)

DocuSigned by:

Joshua Foster

166433D07B49432...

JOSHUA FOSTER

A Commissioner for Oaths in and for the
Province of Ontario

DocuSigned by:

Elizabeth Fimio

180591A5D008404...

ELIZABETH FIMIO

THIS IS **EXHIBIT "A"** REFERRED TO IN THE
AFFIDAVIT OF ELIZABETH FIMIO
AFFIRMED BEFORE ME THIS 17th DAY OF FEBRUARY, 2022

DocuSigned by:

Joshua Foster

166433D07B49432

A Commissioner for taking Affidavits, etc.

From: Sean Zweig
Sent: Wednesday, February 2, 2022 9:06 AM
To: Raymond Zar
Cc: Joshua Foster
Subject: 30 Roe Investments Corp. (the "Company")

Raymond,

It has now been more than 2 weeks since the Court appearance, and it is less than 3 weeks until the new hearing date. Can you please let me know who the Company has engaged as legal counsel so that I can discuss the litigation schedule with that person?



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

THIS IS **EXHIBIT "B"** REFERRED TO IN THE
AFFIDAVIT OF ELIZABETH FIMIO
AFFIRMED BEFORE ME THIS 17th DAY OF FEBRUARY, 2022

DocuSigned by:

Joshua Foster

166433D07B49432

A Commissioner for taking Affidavits, etc.



Bennett Jones

Bennett Jones LLP
3400 One First Canadian Place, P.O. Box 130
Toronto, Ontario, M5X 1A4 Canada
T: 416.863.1200
F: 416.863.1716

Joshua Foster
Associate
Direct Line: 416.777.7906
e-mail: fosterj@bennettjones.com

February 3, 2022

DELIVERED VIA COURIER, REGISTERED MAIL AND EMAIL

30 Roe Investments Corp.
2 Bloor Street East, Suite #3500
Toronto, Ontario, M4W 1A8

Attention: Raymond Zar

Dear Sirs:

Re: Indebtedness of 30 Roe Investments Corp. (the "Debtor") to KingSett Mortgage Corporation (the "Lender")

We are counsel to the Lender. As you know, the Debtor is indebted to the Lender pursuant to a Commitment Letter dated March 29, 2019 (as amended from time to time, the "**Commitment Letter**") under which the Lender extended to the Debtor a loan (the "**Loan Facility**") in the principal amount of \$1,875,000. As general and continuing security for the payment and performance of the Debtor's obligations under the Commitment Letter, the Lender was granted various security (collectively, the "**Security**") including, among other things, a second charge/mortgage over certain of the Debtor's real property registered in the amount of \$1,875,000 (the "**Mortgage**"), and a General Security Agreement dated April 8, 2019. The Debtor's obligations are also guaranteed by Raymond Zar pursuant to a Guarantee and Postponement of Claim dated April 8, 2019.

Pursuant to the fourth amendment to the Commitment Letter dated October 25, 2021, the Lender and the Debtor agreed that, among other things, the Loan Facility would mature on December 1, 2021 (the "**Maturity Date**") and the Debtor acknowledged that "there shall be no further extensions of the Term beyond December 1, 2021" (the "**First Acknowledgement**"). By letter dated December 6, 2021 (the "**Notice Letter**"), the Lender advised the Debtor, among other things, that:

- (a) as a result of the Debtor's failure to pay its monthly interest payment when due on December 1, 2021 (the "**December Interest Payment**"), the Loan Facility was in default;
- (b) pursuant to the terms of the Commitment Letter, the Loan Facility matured as of the Maturity Date; and

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- (c) if the Debtor failed to pay its December Interest Payment by 4:00 p.m. (Eastern Standard Time) on December 8, 2021, the Lender would demand the immediate repayment of the Loan Facility and enforce the Security.

As you are surely aware, the Debtor failed to pay the December Interest Payment by December 8, 2021.

On December 13, 2021, the Lender issued a demand letter (the "**Demand Letter**") and Notice of Intention to Enforce Security (the "**NITES**") in the form prescribed by the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"). The Demand Letter and the NITES were unambiguous and unequivocal. The former advised the Debtor that the Mortgage was in default and that the Lender was demanding repayment of the entirety of the Debtor's indebtedness (the "**Indebtedness**") to the Lender on or before December 23, 2021. The latter made clear that the Lender intended to enforce the Security. We note that neither the Demand Letter nor the NITES has been withdrawn by the Lender and each remains effective.

Notwithstanding the Notice Letter, the Maturity Date, the Demand Letter and the NITES, the Debtor has failed to repay the Indebtedness. The Debtor similarly failed to contest the validity or veracity of the Demand Letter or the NITES. Instead, the Debtor has incorrectly asserted that the Maturity Date has been extended given that:

- (a) a draft fifth amendment to the Commitment Letter, which contemplated a limited extension of the Maturity Date to January 1, 2022 (the "**Proposed Maturity Date**") conditional upon its execution by December 1, 2021 and the payment of an extension fee of \$3,125 (the "**Extension Fee**"), was provided to the Debtor – an amendment that included an acknowledgement from the Debtor that "there shall be no further extensions of the Term beyond January 1, 2022" (the "**Second Acknowledgement**") and never became effective, in part, because the Debtor refused to execute it;
- (b) the Lender acquiesced to the Debtor's request to debit monthly interest payments for the months of December 2021 and January 2022 – ordinary obligations of the Debtor due to the Lender that, pursuant to the Commitment Letter, continue until the Loan Facility is repaid in full;
- (c) the Lender inadvertently debited the Extension Fee – an error that was promptly corrected upon the debiting of the December Interest Payment; and
- (d) the Debtor requested an extension to the Maturity Date – a request that was not acceded to.

As evinced by the First Acknowledgement and the proposed Second Acknowledgement, the Lender has had and continues to have no desire to extend the Maturity Date nor has it agreed to such an extension. The Debtor's reliance upon the foregoing considerations as the basis for an extension to the Maturity Date is both unwarranted and unreasonable. What is more, it suggests that any correspondence regarding a potential indulgence by the Lender is tantamount to an amendment to the Commitment Letter and Security. Any such alleged extension to the Maturity Date is belied by the



February 3, 2022

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issuance of the Demand Letter and the NITES, the First Acknowledgement and the terms of the Commitment Letter, which expressly prohibit the: (i) alteration, modification, amendment, change or addition to the Commitment Letter unless the same is in writing and signed by all of the parties to the Commitment Letter; and (ii) waiver or variance of any term or requirement of the Commitment Letter orally or by course of conduct. In light of the unequivocal terms of the Commitment Letter in this regard, it is entirely unsurprising that each prior mutually agreed upon extension to the Maturity Date was effected pursuant to an executed written amendment to the Commitment Letter.

Despite the Debtor's unreasonable argument that the Loan Facility matured on the Proposed Maturity Date, which the Lender expressly denies, the Proposed Maturity Date has long since elapsed and the Debtor has still failed to repay the Indebtedness.

For the avoidance of doubt given the Debtor's unreasonable argument with respect to the Proposed Maturity Date and without prejudice to the Lender's rights and remedies at law or arising under or in connection with the Notice Letter, the Demand Letter, the NITES, the Commitment Letter, the Security and all documents and instruments provided in respect thereof, the Lender hereby: (i) advises the Debtor that it has been and continues to be in default of its obligations to the Lender pursuant to the Commitment Letter and the Loan Facility has matured; (ii) declares the entire amount of the Indebtedness to the Lender due and payable; and (iii) demands repayment of the Indebtedness in full by no later than 10 days from the date of this letter, which, as of January 31, 2022 is in the amount of \$1,983,999.43, comprising of the following:

| | |
|----------------------------------|-----------------------|
| Principal and Interest Balance | \$1,875,000.00 |
| Accrued Interest | \$ 13,869.86 |
| Discharge Fee | \$ 1,000.00 |
| Estimated Legal Fees | \$ 90,239.54 |
| Estimate Other Professional Fees | \$ 3,890.03 |
| Total | \$1,983,999.43 |

Interest accrues on the Indebtedness at the *per diem* rate of \$462.33 and will accrue until the Indebtedness is paid in full. Additionally, the Lender has incurred and is continuing to incur costs in relation to this matter and reserves the right to claim such amounts from the Debtor. Payment of the Indebtedness can be made by certified cheque or bank draft payable to "KingSett Mortgage Corporation".

Please be advised that unless the Indebtedness, together with all applicable interest, fees, legal expenses and disbursements, is paid in full within the 10-day period referred to above, the Lender will be entitled, and intends to, take whatever steps it considers necessary or appropriate to protect its rights and interests, including, without limitation, proceeding with its pending receivership application returnable February 22, 2022 or otherwise enforcing the Security. To that end, please find enclosed a Notice of Intention to Enforce Security pursuant to section 244 of the BIA.

Nothing in this letter shall constitute or be deemed to be a waiver by the Lender of any breach, default, or event of default that has occurred to the date hereof and the Lender specifically reserves all of its rights and remedies at law or arising under or in connection with the Notice Letter, the Demand Letter,



February 3, 2022

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the NITES, the Commitment Letter, the Security and all documents and instruments provided in respect thereof. Further, the Lender expressly reserves its right to take such additional steps as are necessary at any time without further notice to you if the Lender becomes aware of any matter that may impair the Security.

Yours truly,

BENNETT JONES LLP

Joshua Foster

Joshua Foster

Enclosure – Notice of Intention to Enforce Security
c. Sean Zweig – Bennett Jones LLP

THIS IS **EXHIBIT "C"** REFERRED TO IN THE
AFFIDAVIT OF ELIZABETH FIMIO
AFFIRMED BEFORE ME THIS 17th DAY OF FEBRUARY, 2022

DocuSigned by:

Joshua Foster

166433D07B49432...

A Commissioner for taking Affidavits, etc.

FORM 86
NOTICE OF INTENTION TO ENFORCE A SECURITY
(SUBSECTION 244(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*)

TO: 30 Roe Investments Corp. (the "**Debtor**"), an insolvent person

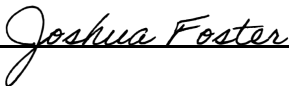
TAKE NOTICE THAT:

1. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Commitment Letter dated March 29, 2019 between the Debtor and KingSett Mortgage Corporation (the "**Secured Party**" or "**KingSett**"), as amended from time to time, and the mortgage/charge registered on title to the Real Property (as defined below) in favour of the Secured Party as Instrument No. AT5110272 (the "**Mortgage**"), as applicable.
2. KingSett, a secured creditor, intends to enforce its security on all of the following property and assets of the Debtor:
 - (a) the Charged Property, including, without limitation, the real property described within Schedule "A" hereto (the "**Real Property**");
 - (b) the Collateral (as defined in the General Security Agreement (the "**GSA**") dated April 8, 2019, executed by the Debtor in favour of the Secured Party);
 - (c) all property and collateral against which the security interest bearing reference file number 749645271 has been registered pursuant to the *Personal Property Security Act* (Ontario); and
 - (d) all other assets, property and collateral that were assigned, transferred, pledged, granted, mortgaged, charged and/or similarly secured pursuant to the Security or the Loan Documents.
3. The security that is to be enforced is in the form of:
 - (a) the Mortgage registered as a second mortgage/charge on title to the Real Property;
 - (b) the GSA executed by the Debtor in favour of the Secured Party;
 - (c) an Assignment of Monies Which May Become Payable Under Insurance Policies dated April 8, 2019, executed by the Debtor in favour of the Secured Party;
 - (d) an Assignment of Material Agreements dated April 8, 2019, executed by the Debtor in favour of the Secured Party;
 - (e) a General Assignment of Rents and Leases dated April 8, 2019, executed by the Debtor in favour of the Secured Party, notice of which is registered on title to the Real Property as Instrument No. AT5110273; and

- (f) all ancillary, supplemental and additional documents or instruments to each of the foregoing.
- 4. The total amount of indebtedness secured by the security as of January 31, 2022 is \$1,983,999.43 (excluding accruing fees, expenses and costs).
- 5. The Secured Party will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent (person/company) consents to an earlier enforcement. A Consent and Waiver to earlier enforcement is enclosed herewith.

DATED at Toronto, this 3rd day of February, 2022.

**KINGSETT MORTGAGE
CORPORATION** by its solicitors, Bennett
Jones LLP

Joshua Foster
Joshua Foster 

This Notice is a required document under the *Bankruptcy & Insolvency Act* (Canada) (the "Act"). The use of the word "insolvent" is prescribed by the Act but nothing herein shall be deemed to imply that any person to whom this Notice is delivered is, in fact, insolvent

SCHEDULE "A"
LEGAL DESCRIPTION OF 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

CONSENT AND WAIVER

TO: KingSett Mortgage Corporation

30 Roe Investments Corp.

The undersigned, 30 Roe Investments Corp. (the "**Debtor**"), hereby acknowledges receipt from KingSett Mortgage Corporation (the "**Secured Party**") of a Notice of Intention to Enforce Security (the "**Notice**") given under subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada) (the "**Act**") dated February 3, 2022, pursuant to which the Secured Party gave notice that it intended to enforce its security in all of the property and assets of the Debtor set out in the Notice (collectively, the "**Collateral**"), after the expiry of the ten (10) day period following the sending of the Notice unless the Debtor consented to an earlier enforcement. In accordance with subsection 244(2) of the Act, the Debtor hereby waives its rights to the ten (10) day notice period and consents to the immediate enforcement by the Secured Party of its security in all of the Collateral.

DATED at _____ this _____ day of _____, 2022.

30 ROE INVESTMENTS CORP.

By: _____

Name: Raymond Zar

Title: President & Secretary

I have authority to bind the corporation.

THIS IS **EXHIBIT "D"** REFERRED TO IN THE
AFFIDAVIT OF ELIZABETH FIMIO
AFFIRMED BEFORE ME THIS 17th DAY OF FEBRUARY, 2022

DocuSigned by:

Joshua Foster

166433D07B49#32

A Commissioner for taking Affidavits, etc.

From: Toronto Office Services
Sent: Thursday, February 3, 2022 1:34 PM
To: Judy Butler
Cc: Joshua Foster
Subject: RE: 59445-79 - Please copy TWO attachments AND send out this morning

Delivery Details

Top of Form

Bottom of Form

Ticket No : 2490713

Waybill No :

Reference : BENNETT
JONES

Status : C

Service : SUPER DIR

Cost Centre : 59445\79\2278

Date Entered : 2/3/2022

Time Entered : 12:34

Delivery POD
: Ashley

Delivery
Date : 2/3/2022

Delivery Time : 13:10

Pickup Location

Delivery Location

BENNETT JONES SLP
3100-100 KING STREET WEST
TORONTO, ON CANADA M5X1A4
416-777-4877

Roe Investments Corp
2 Bloor Street East3 3500
Toronto, ON CANADA M4W1A8
Raymond Zar,

From: Judy Butler <ButlerJ@bennettjones.com>
Sent: Thursday, February 3, 2022 11:33 AM
To: TorCopy <CopyT@bennettjones.com>; Toronto Office Services <TorOffSrv@bennettjones.com>
Cc: Joshua Foster <FosterJ@bennettjones.com>
Subject: 59445-79 - Please copy TWO attachments AND send out this morning

Can you please do the following:

- (1) make **two** copies of the attached Demand Letter, **on glossy paper similar to our letterhead, in colour, single-sided, stapled;**
- (2) make **two** copies of the attached eight-page "NITES" document, **single-sided. Please staple the first seven pages of the document, and paper clip the last page to the document.**

Please then clip the letter to the NITES eight-page document.

Please send one set (comprising the letter and the NITES document) **by courier** and the other set **by registered mail**. The labels and delivery forms are attached. (Proofs of delivery will be required.)

Please let us know if you have any questions.

Thanks.



Judy Butler

Assistant to Kevin J. Zych, Sean H. Zweig and Joshua Foster, Bennett Jones SLP

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

T. [416 777 5739](tel:4167775739) | F. [416 863 1716](tel:4168631716)

E. butleri@bennettjones.com

BennettJones.com

THIS IS **EXHIBIT "E"** REFERRED TO IN THE
AFFIDAVIT OF ELIZABETH FIMIO
AFFIRMED BEFORE ME THIS 17th DAY OF FEBRUARY, 2022

DocuSigned by:

Joshua Foster

166433D07B49432

A Commissioner for taking Affidavits, etc.

From: Sean Zweig
Sent: Tuesday, February 8, 2022 10:08 AM
To: Raymond Zar
Cc: Joshua Foster
Subject: RE: 30 Roe Investments Corp. (the "Company")

Raymond,

I am following-up on my email below. May we please hear from 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](tel:4167776254) | F. [416 863 1716](tel:4168631716)
E. zweigs@bennettjones.com

From: Sean Zweig
Sent: Wednesday, February 2, 2022 9:06 AM
To: 'Raymond Zar' <rz@roehamptoncapital.com>
Cc: Joshua Foster <FosterJ@bennettjones.com>
Subject: 30 Roe Investments Corp. (the "Company")

Raymond,

It has now been more than 2 weeks since the Court appearance, and it is less than 3 weeks until the new hearing date. Can you please let me know who the Company has engaged as legal counsel so that I can discuss the litigation schedule with that person?



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)
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**KINGSETT MORTGAGE
CORPORATION**

and

30 ROE INVESTMENTS CORP.

Applicant

Respondent

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

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

Proceedings commenced in Toronto

**AFFIDAVIT OF ELIZABETH FIMIO
(Affirmed February 17, 2022)**

BENNETT JONES LLP
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Lawyers for the Applicant