

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**B E T W E E N:**

**KINGSETT MORTGAGE CORPORATION**

Applicant

- and -

**30 ROE INVESTMENTS CORP.**

Respondent

**AFFIDAVIT OF RAYMOND ZAR  
(Sworn May 15, 2023)**

**I, RAYMOND ZAR, of the City of Toronto, Province of Ontario, MAKE OATH AND  
SAY AS FOLLOWS:**

1. I am a Director of the Board of Directors (“**Board**”) of the Respondent (hereinafter referred to as the (“**Company**”) and, as such have knowledge of the matters to which I hereinafter depose.
2. Where the information in this affidavit is based upon information and belief, I have indicated the source of my information and belief and do verily believe it to be true. To the extent that any of the information set out in this affidavit is based on my review of documents, I verily believe the information in such documents to be true.

3. I am the majority shareholder, Director, President and CEO of Roehampton Capital, the parent company of the Company. I previously served as Chief Operating Officer of Skyline Investments, a billion-dollar publicly traded hospitality and real estate development firm with over 2,000 employees. I earned a Master of Business Administration degree from Ivey Business School at Western University and formed Roehampton Capital in late 2017. I also serve as Director and Vice President of TSCC 2559, the condominium corporation of the Building, a position I have held for the last seven years.

4. The Company is the largest owner of the condominium units and related parking spaces and storage lockers (collectively, the “**Units**”) located at 30 Roehampton Avenue, Toronto, Ontario (the “**Building**”), which it operates as a corporate housing business known as Roe Suites (the “**Business**”).

5. The Company’s senior lender is the Canadian Imperial Bank of Commerce (the “**CIBC**”) for \$4.29 million as of January 25, 2023. CIBC has never noted the Company in default and instead has taken a neutral position. The CIBC mortgages were funded in February 2017.

6. The Company’s junior lender is the Applicant, KingSett Mortgage Corporation (“**KingSett**”), for approximately \$1.9 million principal. The KingSett loan was funded in April 2019.

### **Events Leading Up to KingSett's Receivership Application**

7. In September 2021, the Company sought to refinance both the first and second mortgage, given that the property had increased in value to as much as \$13,500,000. This increase in value was based upon higher rents being achieved as a result of active management.

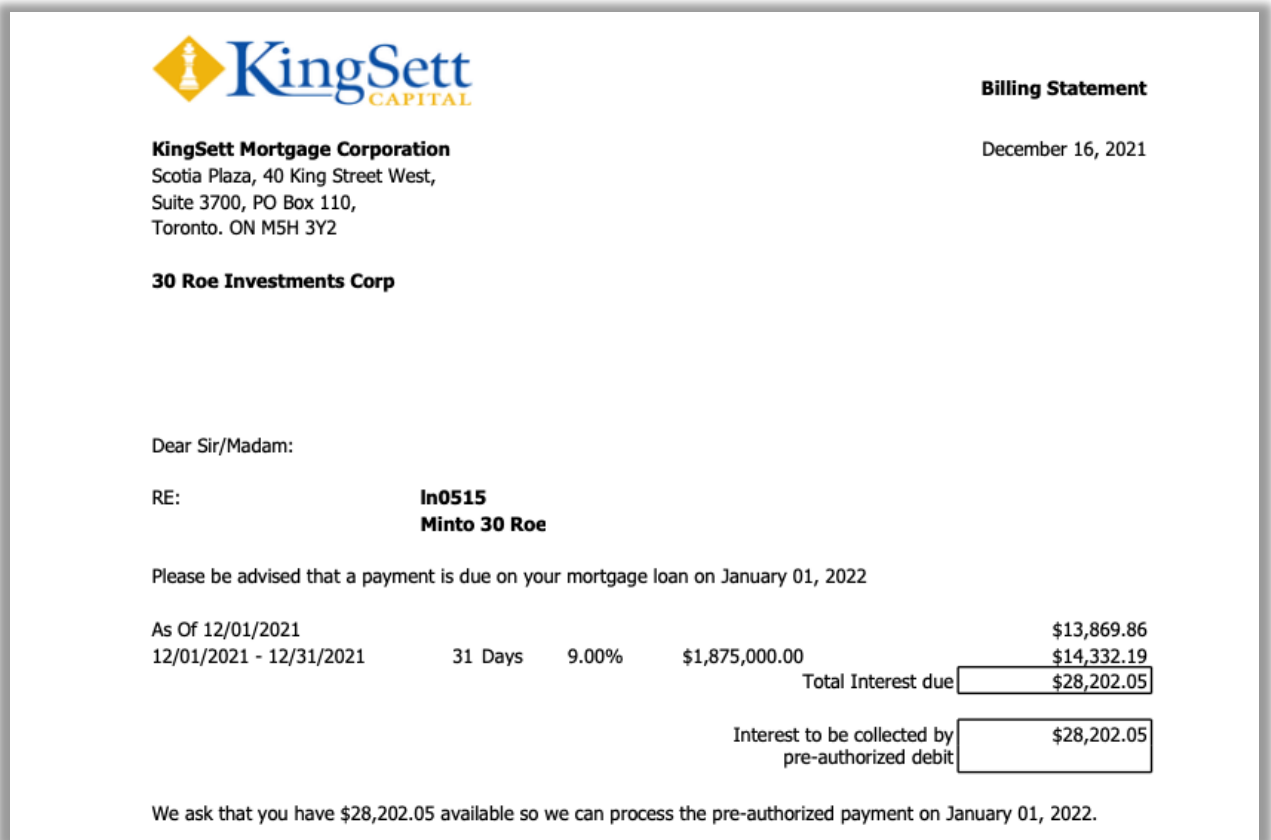
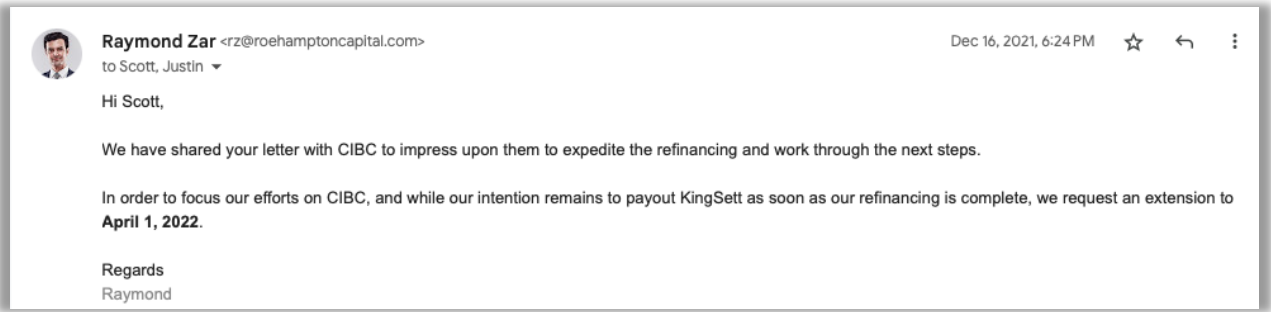
8. Specifically, during a taped telephone call on September 27, 2021, KingSett confirmed to the Company that:

- a. KingSett was satisfied with the security and would continue to extend the loan.
- b. The KingSett loan was open and had no firm repayment date.
- c. KingSett knew that based on income received, the valuation could be as high as \$13,500,000.
- d. KingSett supported the Company's refinancing strategy and agreed to assist in creating a sense of urgency with CIBC and other lenders working on the refinancing by extending the KingSett loan in thirty-day increments.

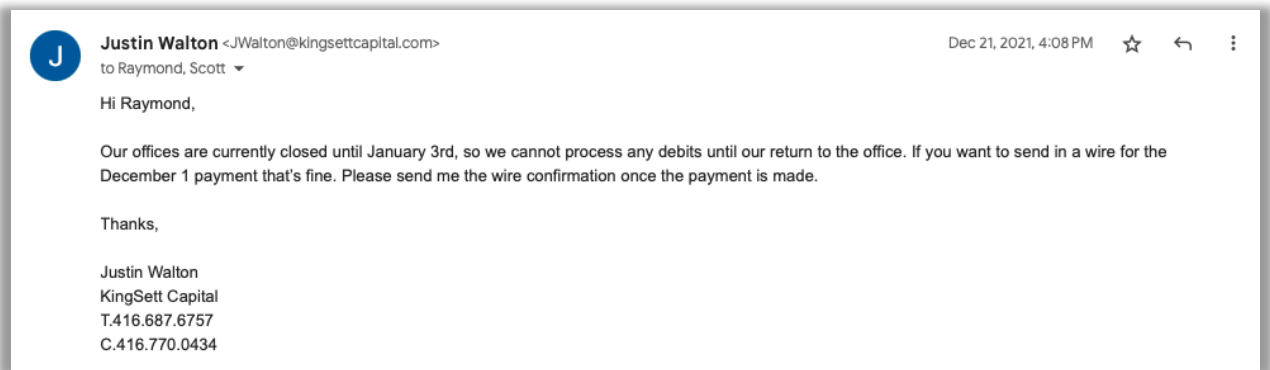
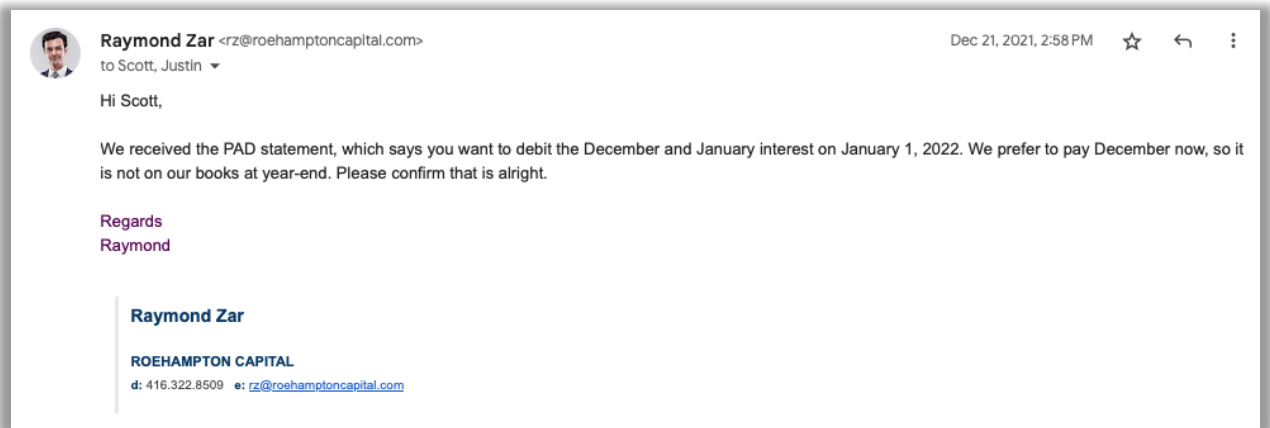
### **KingSett's Application to Appoint a Receiver**

While KingSett subsequently claimed its loan matured on December 1, 2021, it initially misled the Company into believing that the loan had been extended. It did so by:

- a. Accepting the Company's loan extension request on December 16, 2021, by contemporaneously sending a preauthorized debit notification for the January 2022 interest payment.



- b. Taking no steps to correct what it in court months later would call an “administrative error”:



c. Debiting the extension fee from the Company's bank account.

**Transaction Search Report**

Raymond Zar , ROEHAMPTON CAPITAL C  
Report Creation Date: May 05, 2022 03:12:59PM ET

Date: From **Jan 01, 2022** To **Feb 01, 2022**  
Transaction Amount: From **3,125.00** To **3,125.00**  
Accounts: **1** Serial Number: From **To**  
Transaction Type: **All**

Sorting Options: **Ascending Account Number**  
**Effective Date**

**Account : ROYAL BANK OF CANADA-03426-1043116-30 ROE** **Currency : CAD**

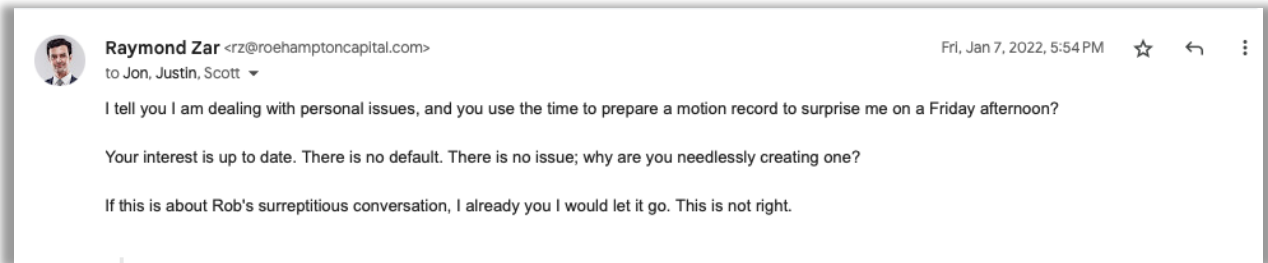
Description	Effective Date	Serial Number	Debits	Credits
MORTGAGE KingSett	Jan 04, 2022		3,125.00	
MORTGAGE KingSett	Feb 01, 2022		3,125.00	
<b>Account Total:</b>			<b>6,250.00</b>	<b>0.00</b>
<b>CADTotal:</b>			<b>6,250.00</b>	<b>0.00</b>

\*\*\* End of report \*\*\*

d. Exchanging pleasantries with the Company between December 16, 2021, when the loan was extended, and January 7, 2022, when the Receivership application was served instead of refuting the extension, serving a demand letter, or even advising that it had retained Bennett Jones and intended to enforce its security.

9. It is now clear to the Board that this was an intentional and strategic decision by KingSett to use the element of surprise and ambush the Company at 3 pm on Friday, January 7, 2022, with a 400-page secretly prepared motion record to appoint a Receiver and only five business days

notice of the hearing. There was no interest outstanding, KingSett's security was not at risk, and there was not even an allegation of any misconduct by the Company or its management. Nevertheless, KingSett sought a Receivership.



10. In due course, the Company will have more to say about the various references in the materials about “surreptitious” dealings between KingSett and another party.

### **History of Attempts to Frustrate the Company's Right to Retain Counsel**

11. In January 2021, the Board determined that the appointment of a Receiver was not in the Company's best interest and attempted to retain its usual counsel to oppose the application. Unfortunately, KingSett and its affiliates asserted so many conflicts that the Company was deprived of representation by its usual counsel, such as Lenczner Slaght, Miller Thompson, and others.

12. When the Board managed to retain Paliare Roland, and that firm succeeded in obtaining an adjournment at the second hearing, KingSett's counsel contacted Paliare Roland and made highly defamatory statements against me so that Paliare Roland would resign. KingSett's plan worked as Paliare Roland resigned. The Board believed that the resignation was improper and opposed it.

Unfortunately, this became a distraction that KingSett took advantage of and used continuously throughout 2022 and 2023 to dissuade other firms from representing the Company by making statements such as “look at what happened to Paliare Roland.”

### **Appointment of the Receiver (May 6, 2022, Hearing before Cavanagh J.)**

13. With only a couple of days until the May 6, 2022, hearing and a total of 15 familiar firms either conflicted out or unavailable, the Board was forced to retain a lawyer it was unfamiliar with and had no information about other than seeing its name on a lawyer directory and having little time left to search. On May 2, 2022, the Board attended at the law office of Solomon Rothbart Tourgis Slodovnick LLP (“**Solmon Firm**”) and met with Mr. Zucker, who held himself out as a member of the Solmon Firm.

14. On the representation that Mr. Zucker was a member of the Solmon Firm, and that Mr. Zucker would follow the Board’s instruction and bring a motion to remove Bennett Jones as counsel to KingSett, the Board retained Mr. Zucker and the Solmon Firm as counsel for the May 6, 2022 hearing, which Mr. Zucker assured would be adjourned so there was time to prepare responding materials properly, and for KingSett to retain new counsel.

15. Unfortunately, Mr. Zucker did not do as he promised and did not bring a motion to remove Bennett Jones as counsel to KingSett (the basis for which was that given Paliare Roland was removed from the record due to the possibility of needing to testify about what Bennett Jones said to them, then Bennett Jones also has a conflict and must resign as it too would be a witness). Justice Cavanagh refused Mr. Zucker’s adjournment request, and with no motion to remove Bennett



Jones, Justice Cavanagh heard the application despite no meaningful responding materials filed by the Company and KingSett's materials receiving virtually no scrutiny.

16. KingSett's lawyer at the hearing was Richard Swan of Bennett Jones. On his webpage, Mr. Swan describes himself as "A Fellow of the American College of Trial Lawyers," "Co-Head of [Bennett Jones'] Litigation Practice," and "one of the smartest litigation lawyers on Bay Street."

17. KingSett retained Mr. Swan to enforce a \$1.9 million loan with no interest owing. It is curious.

18. On May 9, 2022, the court granted a Receivership Order appointing the Receiver as Receiver and Manager of the Units. However, it is now patently clear that many of the arguments the Company made against the appointment have turned out to be accurate and not only was the Receivership not in the Company's best interest, but it has even harmed the interests of the appointing creditor, KingSett.

19. The Board funded the payment to Mr. Zucker and the Solmon Firm in the amount of \$25,000 inclusive of HST and terminated his retainer shortly thereafter. A copy of the invoice is attached hereto as "**Exhibit A**".

**Appeal of the Receivership Order, Quashed by KingSett on Procedural Grounds (June 13, 2022 Hearing at the Court of Appeal for Ontario)**

20. The Board remained of the view that the appointment of a Receiver was not in the Company's best interest. In reviewing the reasons of Justice Cavanagh dated May 9, 2022, counsel

informed the Board that the reasons disclosed that only one of four prongs of the test to appoint a Receiver was met, and the one prong met was subjective, not objective. Those prongs, with the corresponding section of the reasons, are below:

- (a) Prong 1: The lenders' security is at risk of deteriorating:
  - (i) *Reasons:* At paragraph 31 of the reasons, Justice Cavanagh confirms that there is no evidence that the mortgages against the Property are at risk of deteriorating;
  
- (b) Prong 2: There is a need to stabilize and preserve the debtor's business:
  - (i) *Reasons:* Again, at paragraph 31 of the reasons, Justice Cavanagh confirms that the Units are rented, and rents are being paid. Notably, Justice Cavanagh finds that the Company is continuing to pay interest on the mortgage debt.
  
- (c) Prong 3: The positions and interests of other creditors:
  - (i) *Reasons:* Again, at paragraph 31 of the reasons, Justice Cavanagh found that CIBC, the first mortgagee, is continuing to defer and forbear from taking any enforcement steps.

21. The only prong of the test Justice Cavanagh stated was satisfied was the fourth prong: loss of confidence in the debtor's management. To make this finding, Justice Cavanagh relied upon one line in an affidavit signed by Daniel Pollack. This KingSett employee had no direct relationship or communication with the Company, the Board or management. Justice Cavanagh

relied upon conflicting evidence that had not been cross-examined upon. At paragraph 41, the Pollack Affidavit states that “KingSett has lost all confidence in the [Company’s] management to continue to satisfy the [Company’s] obligations, obtain refinancing and manage the Property.”

22. The Board was deeply troubled by the errors in the reasons. If a creditor could force a debtor into Receivership simply by signing an affidavit claiming to have lost confidence, then the real loss of confidence would be that of the legal system.

23. First, the Company was fulfilling its obligations. No interest was outstanding when KingSett commenced its application for a Receiver. Interest only became outstanding from the day the Receiver was appointed. Second, KingSett was well aware and supportive of the Company’s refinancing strategy. Third, The Company had credible reasons for believing that the loan was extended to April 1, 2022 given that KingSett had taken the extension fee and interest payment for the months past the alleged expiry date of December 1, 2021. Fourth, by commencing an application for a Receiver, KingSett frustrated the Company’s refinancing efforts, and in the months leading to the Receivership hearing, it obstructed the Company’s right to payout the loan unless the Company signed a release and paid exuberant fees and waiving assessment.

24. For these reasons, the Board instructed counsel to appeal the decision of Justice Cavanagh.

25. The appeal never saw the light of day as KingSett immediately brought a motion to quash the appeal on the basis that leave to appeal was required. Despite this, the Company advanced a bulletproof argument to meet the test for leave to appeal: parking units.

26. The evidence before the Court of Appeal was that the Company’s parking units were each worth \$50,000. Each parking unit is individually titled and thus could be sold individually. Counsel

advised the Board that this is very uncommon in Receiverships as property less than \$250,000 could not be worth the time and cost of a Receiver to deal with. However, given that the order appointing the Receiver contained a clause stating that the Receiver can sell any property under \$250,000 without court approval, and given the parking units constituted property and were worth \$50,000 each, the appeal of the order was as of right pursuant to Section 193(c) of the BIA. In *RBC v. Bodanis*, the Court of Appeal for Ontario found that section 193(c) is clearly invoked where the debtor's property had been taken out of its control and could be sold without further approval of the court.

27. This was virtually the only argument counsel for the Company raised and consumed virtually all the time for oral submissions. However, this argument is not mentioned in either KingSett's responding factum or the Court of Appeal decision granting KingSett's motion to quash. The Company's factum outlining this argument is also missing from the Receiver's website. It is as though the Company never made this argument.

28. The Board funded the payment to Ms. Tourgis of the Solmon Firm in the amount of \$9,985.00 inclusive of HST. A copy of the invoice is attached hereto as "**Exhibit B**".

#### **Approval of the Receiver's Sales Process (July 18, 2022 Hearing before McEwen J.)**

29. The Board funded the payment to Mr. Simaan and Kramer Simaan LLP in the amount of \$15,755.01 inclusive of HST. A copy of the invoice is attached hereto as "**Exhibit C**".

### **Troubling Developments in the Receivership**

30. In recent months, the Board has discovered troubling information relating to the Receivership. Amongst other things:

- (a) KingSett did not disclose to the court or the Company that its choice for receiver, KSV, lacked independence. In fact, KSV and its principal, Noah Goldstein, have acted on at least half a dozen KingSett-initiated Receiverships. KSV was appointed as receiver in another KingSett-initiated receivership only two weeks ago.
- (b) Neither KingSett nor KSV disclosed to the court or to the Company that KSV's choice of counsel, Chris Armstrong of Goodmans, is a KingSett lawyer and, pursuant to the Rules of Professional Conduct, has a sworn duty of loyalty to KingSett and thus lacks independence.
- (c) Neither KingSett, nor KSV, nor Bennett Jones disclosed to the court or to the Company that KingSett's choice of counsel, Sean Zweig of Bennett Jones, is a KSV lawyer and, pursuant to the Rules of Professional Conduct, has a sworn duty of loyalty to KSV.
- (d) Neither KSV nor its counsel has informed the court that the Company had tendered \$3 million to pay out the KingSett loan, pay all costs into court pending assessment and terminate the Receivership and that KingSett pressured KSV into requiring that

the Company agree to an improper clause be inserted into the discharge order that would improperly benefit KingSett as a condition for bringing the motion to discharge.

- (e) Neither KSV nor its counsel has informed the court that the Company has alleged that the Receiver filed a false police report and thereby committed public mischief.
- (f) The court has also been misled about the circumstance of Blaney's motion to be removed as counsel to the Company. There is evidence that KingSett actively pressured Blaneys into resigning in order to stifle the Company's appeal of Justice Steele's order approving the sale of PH4 and PH9 and to create another distraction similar to the one it created with Paliare Roland when it orchestrated Paliare Roland's resignation back in April 2022.

### **Continuation of Attempts to Frustrate the Company's Right to Counsel**

31. KingSett and the KSV have repeatedly and improperly taken advantage of the negative optics associated with turnover in counsel or counsel moving to get off the record. While KingSett blamed the Company for seeking adjournments to retain counsel, it asserted every conflict imaginable to prevent counsel from being retained.

32. The first law firm retained, Paliare Roland, only moved to get off of the record after receiving a call from KingSett's lawyer and becoming a witness in the matter. Neither the Company nor the Board had anything to do with that.

33. The second lawyer retained, Mr. Zucker, was retained on the assumption that he was a member of the Solmon Firm, with the infrastructure needed to bring a motion to disqualify Bennett Jones as counsel to KingSett. Only later did the Board learn that Mr. Zucker merely rents office space at the Solmon Firm and sometimes cooperates with the Solmon lawyers on some files. When the Board learned that Mr. Zucker had dinner with a close friend of the CEO of KingSett the evening on which he was retained, and after Mr. Zucker refused to follow through on his commitment and bring a motion removing Bennett Jones, and thus the Company lost the Receivership hearing, the Company terminated his retainer.

34. The third lawyer retained, Ms. Tourgis, is an actual member of the Solmon Firm and its managing partner. It was clear to Mr. Zucker that he had done a disservice to the Company. With the short 10-day period to appeal and Ms. Tourgis offering her immediate services as appellate counsel, the Company retained Ms. Tourgis solely for the appeal. After the appeal was heard, Ms. Tourgis' retainer ended, as is standard with appellate counsel. There was nothing more to it, and the insinuations by KingSett and KSV were false.

35. The fourth lawyer retained, Mr. Simaan, was retained solely to attend the sales process approval motion and not as lawyer of record. As has been a longstanding practice by KingSett and KSV in this case, the Company was ambushed with this motion and had only one week's notice. The motion was premature; the Company had secured funding to payout KingSett and was working on closing arrangements, all while the Receiver decided to bring this motion and once again cause the Company to have to scramble at the last minute to retain counsel merely to attend since there was nowhere near enough time to prepare any meaningful responding materials. After

the motion was heard, Mr. Simaan's retainer ended pursuant to its terms. There was nothing more to it, and the insinuations by KingSett and KSV were false.

36. The fifth law firm retained, Blaney McMurtry, was actually, for many years, the primary law firm of the Company and me up until earlier this year. Blaneys also acts for KingSett, and so has a conflict. However, it is worth noting that in April 2019, when the KingSett loan was initially funded, Blaneys acted for both KingSett and the Company. So neither the Company nor I had independent legal advice for any of the documents signed.

37. In December 2022, KingSett agreed to provide a waiver of conflict for Blaneys to act for the Company. Later, according to Blaney's partner, Lou Brzezinski, KingSett waived conflict in hopes that Blaneys would "not do a good job" and would "control Raymond [Zar] by having the main KingSett lawyer at Blaneys (Steven Jeffrey) control Lou [Brzezinski]."

38. I am advised by Mr. Brzezinski that following the sales approval hearing before Justice Steele on February 7, 2023, Scott Coates, a president of KingSett, called KingSett's main partner at Blaneys, Steven Jeffrey and "screamed" at him for allowing Mr. Brzezinski to do a good job" for the Company. Mr. Brzezinski reiterated that Mr. Coates expected that Steven Jeffrey would control Mr. Brzezinski.

39. On the eve of Sunday, February 12, 2023, Mr. Brzezinski called me, and I disclosed to him that the Board had retained Henein Hutchison LLP to pursue KingSett for the matters that Blaneys was not allowed to pursue, namely, certain misrepresentations made by KingSett.

40. Mr. Brzezinski pressed me for details on what legal maneuvers Henein Hutchison would be making the next day, and I reiterated to him that he and Blaneys remain counsel of record on



the Receivership but that he should fully expect Henein Hutchison will pursue KingSett and recover all the damages and harm KingSett caused the Company.

41. The next morning, at the hearing before Justice Steele, a Blaney's associate appeared and informed us that Mr. Brzezinski had fallen ill and could no longer act. A lawyer from Henein Hutchison attended, but the hearing ended immediately and was adjourned to February 16, 2023, where Mervyn Abromovitz of Blaneys took over in place of Mr. Brzezinski.

42. Shortly after that, Blaneys disavowed the financial arrangement reached with Mr. Brzezinski on the payment of fees, demanded immediate payment as a condition of continuing to act, and then brought motions before the Superior Court of Justice and the Court of Appeal for orders to be removed from the record. Blaneys cited its outstanding invoices as the basis for getting off the record.

### **The Receiver refuses to pay for the Company's legal fees or reimburse the Board**

43. The Board had already funded all the Company's legal expenses over the last 16 months and cannot wait any longer for reimbursement from the Receiver.

44. Last month, the Receiver had no problem paying \$300,000 for its own professional fees by using the funds of the Company. But when asked to pay for the Company's legal expenses, the Receiver had this to say:

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**Retainer Funds - 30 Roe Investments Corp. (the "Company")**

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**Noah Goldstein** <ngoldstein@ksvadvisory.com>  
To: Raymond Zar <rz@roehamptoncapital.com>

Wed, Mar 1, 2023 at 2:00 PM

Raymond,

We do not believe this would be an appropriate use of receivership resources and are not prepared to provide such funding.

Noah

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**From:** Raymond Zar <rz@roehamptoncapital.com>  
**Sent:** Wednesday, March 1, 2023 1:01 PM  
**To:** Noah Goldstein <ngoldstein@ksvadvisory.com>  
**Subject:** Retainer Funds - 30 Roe Investments Corp. (the "Company")

Dear Noah,

The Company's counsel requires funds for the Company's legal expenses in respect of the Receivership.

Please advise what information you require in order to remit such funds to the Company's counsel.

Regards

Raymond

**ROEHAMPTON**  
CAPITAL

**Raymond Zar, MBA**

CEO

rz@roehamptoncapital.com | D: 416-322-8509

**ROEHAMPTON CAPITAL**  
416-322-8500 | RoehamptonCapital.com

45. The Board is required to act in the best interest of the Company. The Board cannot effectively prepare or argue on behalf of the Company without the benefit of Counsel, and I believe retaining counsel is in the Company's best interest.

46. There is overwhelming evidence that the Receiver lacks independence, given its close ties with KingSett and the solicitor-client relationship between KingSett and the Receiver's counsel, Chris Armstrong of Goodmans.

47. The Board will be taking positions adverse to the positions advanced by the Receiver and its counsel. I believe the Board requires independent counsel so it can fulfil its obligations and act in the Company's best interest.

48. Other than using the funds of the Company, the Board has no alternative source of funding for its legal fees.

49. Every law firm the Board has sought to engage since Blaneys was removed from the record has rightly requested a large retainer and assurance that the Receiver will pay the Company's legal fees as a condition of being retained.

50. The Receiver and its counsel have repeatedly advised the Board that it ought to be represented by counsel. I agree.

51. I swear this affidavit in support of the Company's motions on May 18, 2023, and for no improper purpose.

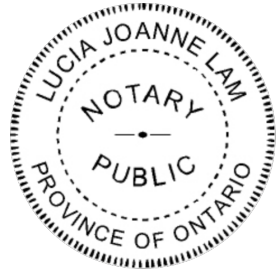
**SWORN (OR AFFIRMED OR DECLARED)**  
remotely by Raymond Zar, stated as being located  
in the City of Toronto, Province of Ontario, on  
May 15, 2023, in accordance with O.Reg. 431/20,  
Administering the Oath or Declaration remotely.  
Before me in the City of Markham, Province of Ontario



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*A Commissioner for Taking Affidavits, etc.*

LUCIA JOANNE LAM  
Notary Public & Commissioner of Oaths  
In and for the Province of Ontario  
My Commission Does Not Expire



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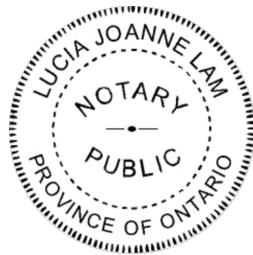
**RAYMOND ZAR**

**THIS IS EXHIBIT “A” REFERRED TO IN THE  
AFFIDAVIT OF RAYMOND ZAR** sworn remotely from Toronto, Ontario  
**SWORN BEFORE ME THIS 15<sup>TH</sup> DAY OF MAY, 2023**  
at Markham, Ontario, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



\_\_\_\_\_  
A Commissioner for taking Affidavits, etc.

LUCIA JOANNE LAM  
Notary Public & Commissioner of Oaths  
In and for the Province of Ontario  
My Commission Does Not Expire



***SYMON ZUCKER PROFESSIONAL CORPORATION***

Barristers & Solicitors  
375 University Avenue, Suite 701  
Toronto, ON M5G 2J5

Ph: 416-863-9955

Fax: 1-855-696-5441

Raymond Zar

July 27, 2022

VIA EMAIL: [rz@roehamptoncapital.com](mailto:rz@roehamptoncapital.com)

File #: 210873

Inv #: 13261

**RE: Roehampton ats. Kingsett Mortgage Corporation**

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
May-02-22		1.20	960.00	SZ
May-03-22		5.60	4,480.00	SZ
May-04-22		3.20	2,560.00	SZ
May-05-22		6.10	4,880.00	SZ

[Redacted]

[Redacted]

1.80

324.00

BE

[Redacted]

[Redacted]

4.50

1,350.00

LP

May-06-22

[Redacted]

4.60

3,680.00

SZ

[Redacted]

1.70

306.00

BE

[Redacted]

0.40

72.00

BE

[Redacted]

3.00

900.00

LP

May-07-22

[Redacted]

0.80

640.00

SZ

May-08-22

[Redacted]

0.20

160.00

SZ

May-09-22

[Redacted]

2.40

1,920.00

SZ

<b>Totals</b>	35.50	\$22,232.00
HST on Fees		\$2,890.16

**DISBURSEMENTS**

	<b>Disbursements</b>	<b>Receipts</b>
May-02-22 Transaction Levy: Application/Notice of App.	100.00	
Jun-18-22 MAG - Notice of Appearance filed*	162.00	
<b>Totals</b>	<b>\$262.00</b>	<b>\$0.00</b>
HST on Disbursements	\$13.00	
<b>Total Fees, Disbursements &amp; HST</b>		<b>\$25,397.16</b>
Received from trust:		\$25,000.00
<b>Balance Due Now</b>		<b>\$ 397.16</b>

Total Tax: \$2,903.16  
 HST #: 806958484 RT0001  
 \* tax-exempt

**Symon Zucker Professional Corporation**

*Symon Zucker*  
\*signature generated electronically  
 E. & O.E

THIS ACCOUNT BEARS INTEREST, COMMENCING ONE MONTH AFTER DELIVERY, AT THE PRE-JUDGEMENT INTEREST RATE AS AUTHORIZED BY THE SOLICITOR'S ACT

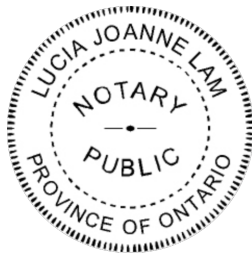


THIS IS **EXHIBIT “B”** REFERRED TO IN THE  
AFFIDAVIT OF RAYMOND ZAR remotely from Toronto, Ontario  
SWORN BEFORE ME THIS 15<sup>TH</sup> DAY OF MAY, 2023  
at Markham, Ontario, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



\_\_\_\_\_  
A Commissioner for taking Affidavits, etc.

LUCIA JOANNE LAM  
Notary Public & Commissioner of Oaths  
In and for the Province of Ontario  
My Commission Does Not Expire



***Solmon Rothbart Tourgis Slodovnick LLP***

375 University Avenue  
Suite 701  
Toronto, Ontario  
M5G 2J5

Ph: 416-947-1093

Fax: 416-947-0079

30 Roe Investments Corp.

Invoice Date

June 13, 2022

**Invoice No:**

**37192**

File No: 18801

RE: 30 Roe Investments Corp. v. Kingsett Mortgage Corporation

TO ALL PROFESSIONAL SERVICES RENDERED WITH RESPECT TO THE ABOVE MATTER  
DURING THE PERIOD TO 13/Jun/22

May 03/22  
May 04/22  
May 04/22  
May 05/22

May 06/22  
May 07/22  
May 09/22  
May 10/22  
May 10/22  
May 10/22  
May 10/22  
May 10/22  
May 12/22

May 13/22  
May 14/22  
May 15/22  
May 16/22  
May 16/22  
May 17/22

May 18/22  
May 19/22  
May 19/22  
May 19/22



May 20/22

May 21/22

May 22/22

May 24/22

May 24/22

May 25/22

May 26/22

May 26/22

May 27/22

May 27/22

May 28/22

May 29/22

May 30/22

May 30/22

May 30/22

May 30/22

Jun 01/22

Jun 02/22

Jun 03/22

Jun 05/22

Jun 07/22

Jun 07/22

Jun 08/22

Jun 08/22

Jun 09/22

Jun 10/22

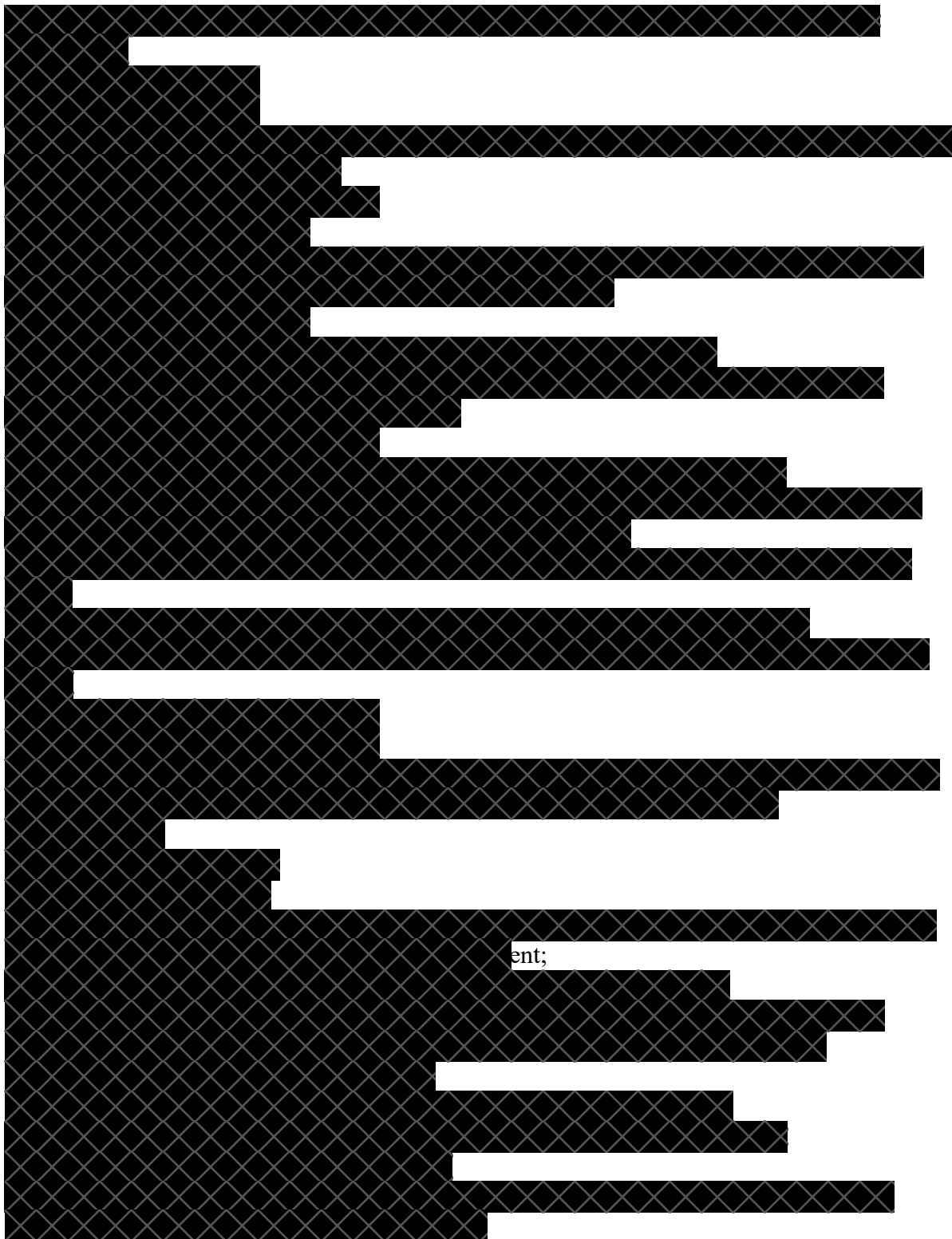
Jun 12/22

Jun 12/22

Jun 13/22

Jun 13/22

Jun 13/22



To all other telephone calls, conferences, attendances, research, memoranda and services provided on your behalf;

To Our Fee:

\$23,691.00

HST:

3,079.83

DISBURSEMENTS

Computer On-Line Research (e-Carswell)	54.92
Automated Court Forms	90.00

Total Disbursements	\$144.92
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HST:	\$18.84
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Disbursements Marked With \* indicate Non-Taxable

TOTAL BILL	\$26,934.59
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THIS IS OUR ACCOUNT HEREIN

SOLMON ROTHBART TOURGIS SLODOVNICK LLP

E. & O.E.

**All persons and/or corporations named above are jointly and severally responsible for payment of this account.**

Accounts are due when rendered. Pursuant to the Solicitors Act, interest will be charged on any unpaid balance of this account from one month after the date rendered, at the rate of 0.5% per annum until paid.

This invoice may include charges relating to prior billing periods that were posted to your account after the preparation of previous invoices.

Our H.S.T. Registration No: R115299273

**STATEMENT OF TRUST**

***Solmon Rothbart Tourgis Slodovnick LLP***

375 University Avenue  
Suite 701  
Toronto, Ontario  
M5G 2J5

June 13, 2022

30 Roe Investments Corp.

File No: 18801

RE: 30 Roe Investments Corp. v. Kingsett Mortgage Corporation

STATEMENT OF TRUST THROUGH June 13, 2022

May-25-22	Received From: SymonZuckerProfessionalCorporation(WiredFunds,\$10,000Less\$15Serv.) Trust Receipt	9,985.00
Jun-13-22	Paid To: Solmon Rothbart Tourgis Slodovnick LLP Transfer to pay Bill#37192, File#18801	9,985.00
	<b>BALANCE IN TRUST</b>	<hr/> <b>\$0.00</b> =====

**THIS IS EXHIBIT “C” REFERRED TO IN THE  
AFFIDAVIT OF RAYMOND ZAR** sworn remotely from Toronto, Ontario  
**SWORN BEFORE ME THIS 15<sup>TH</sup> DAY OF MAY, 2023**  
at Markham, Ontario, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



\_\_\_\_\_  
A Commissioner for taking Affidavits, etc.

LUCIA JOANNE LAM  
Notary Public & Commissioner of Oaths  
In and for the Province of Ontario  
My Commission Does Not Expire



MICHEAL SIMAAN

Direct Line: 416.601.0965  
E-mail: msimaan@kramersimaan.com

August 22, 2022

**VIA EMAIL**

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

**Attention: Raymond Zar**

Dear Raymond,

**Re: 30 Roe Investments Corp. ats Kingsett Mortgage Corporation**  
**Our File No. 22-3814**  
**Diary Date: September 2, 2022**

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As it appears to be the appropriate time to do so, please find enclosed our account for services rendered to August 19, 2022.

We trust that you will find the enclosure to be in order but should you have any questions or comments, please do not hesitate to contact us.

Yours very truly,

**KRAMER SIMAAN DHILLON LLP**

Per:



Micheal Simaan

MS:vs  
Encl.

**ACCOUNT FOR PROFESSIONAL SERVICES RENDERED**

August 19, 2022

File No.: 223814

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

Invoice No.: 5929  
H.S.T. No.: 817414907 RT0001

**Attention: Raymond Zar**

**RE: Kingsett Mortgage Corporation**

**For Professional Services rendered to August 19, 2022**

Jul-22-22 [REDACTED]  
[REDACTED]  
Jul-25-22 [REDACTED]  
[REDACTED]  
[REDACTED]  
Jul-26-22 [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
Jul-27-22 [REDACTED]  
[REDACTED]  
[REDACTED]



Jul-28-22	[REDACTED]
Jul-29-22	[REDACTED]
Aug-01-22	[REDACTED]
Aug-02-22	[REDACTED]
Aug-03-22	[REDACTED]
Aug-04-22	[REDACTED]
Aug-08-22	[REDACTED]

<b>Total Fees</b>	\$7,854.00
<b>H.S.T. on Fees</b>	\$1,021.02

**TIME AND FEE SUMMARY**

		<b>Fee Rate</b>	<b>Hrs</b>	<b>Fee Amt</b>
Micheal Simaan	MS	\$595.00	13.20	\$ 7,854.00

**Taxable Disbursements**

Searches	30.00	
<b>Total Taxable Disbursements</b>		\$30.00
<b>H.S.T. on Disbursements</b>		\$3.90
<b>Total Fees, Disbursements and Taxes</b>		<u>\$8,908.92</u>
<b>Transferred from Trust</b>		\$6,000.00
<b>Total Amount Now Due</b>		<u>\$2,908.92</u>

Per:



MICHEAL SIMAAN

Accounts due when rendered.

Any disbursements not posted to your account on the date of this statement will be billed later.  
In accordance with the Solicitors Act, interest will be charged at the rate of 3% per annum on unpaid fees,  
charges or disbursements, calculated from a date which is one month after this statement is delivered.

**PLEASE MAKE CHEQUE PAYABLE TO KRAMER SIMAAN DHILLON LLP**

## TRUST STATEMENT

August 19, 2022	File No.:	223814
30 Roe Investments Corp.	Invoice No.:	5929
Two Bloor Street East	H.S.T. No.:	817414907 RT0001
Suite 3500		
Toronto, Ontario		
M4W 1A8		

**Attention: Raymond Zar**

**RE: Kingsett Mortgage Corporation**

**Statement of Trust to August 19, 2022**

Jul-15-22	Received From: Roehampton Retainer		6,000.00
Jul-22-22	Received From: Roehampton Retainer re AR payment		9,755.01
Jul-25-22	Paid To: Kramer Simaan Dhillon LLP Payment on account: invoice 5896	9,755.01	
Aug-19-22	Paid To: Kramer Simaan Dhillon LLP Payment for invoice: 5929 (partial)	6,000.00	
	<b>Totals</b>	<u>\$15,755.01</u>	<u>\$15,755.01</u>
	<b>Trust Balance</b>		<b>\$0.00</b>

**KINGSETT MORTGAGE CORPORATION**

and

Court File No. CV-22-00674810-00CL  
**30 ROE INVESTMENTS CORP.**

Applicant

Respondent

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**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at Toronto

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**AFFIDAVIT OF RAYMOND ZAR  
(Sworn May 15, 2023)**


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Document Details

**Title** Affidavit of Raymond Zar May 15 2023.pdf  
**File Name** Affidavit of Raymond Zar May 15 2023.pdf  
**Document ID** a8b13aa2dd7a48429ff75e3b84b85d31  
**Fingerprint** ec7ba4b2d913139bc0f7dcd00dc791a0  
**Status** Completed

Document History

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<b>Document Sent</b>	Document Sent to Raymond Zar (rz@roehamptoncapital.com)	2023 May 15 03:22PM America/Toronto
<b>Document Sent</b>	Document Sent to Lucia Lam (llam@downtown-notary.ca)	2023 May 15 03:22PM America/Toronto
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**Document  
Signed**

Document Signed by Lucia Lam (llam@downtown-notary.ca)  
IP: 99.228.102.203



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