



**First Report of
KSV Restructuring Inc. as
Receiver of certain property of
30 Roe Investments Corp.**

July 7, 2022

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COURT FILE NO.: CV-22-00674810-00CL

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

B E T W E E N:

KINGSETT MORTGAGE CORPORATION

Applicant

- and -

30 ROE INVESTMENTS CORP.

Respondent

**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**

**FIRST REPORT OF KSV RESTRUCTURING INC.
AS RECEIVER**

July 7, 2022

1.0 Introduction

1. This report ("Report") is filed by KSV Restructuring Inc. ("KSV") in its capacity as receiver and manager (the "Receiver") of (i) the real property legally described in Schedule "A" (the "Real Property"), (ii) all of the assets, undertakings and properties of 30 Roe Investments Corp. (the "Company") acquired for, used in connection with, situated at, or arising from the ownership, development, use or disposition of, the Real Property, including the proceeds therefrom, and (iii) all of the Company'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, the "Property").
2. The Real Property consists of nine penthouse condominium units, nine parking spaces and nine storage units and/or lockers in a condominium development known as "Minto 30 Roe", located at 30 Roehampton Avenue in Toronto, Ontario (collectively, the "Units").
3. Pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the "Court") made on May 9, 2022 (the "Receivership Order"), KSV was appointed Receiver. A copy of the Receivership Order is attached as Appendix "A".
4. Additional information about the receivership is provided on the Receiver's website at: <https://www.ksvadvisory.com/experience/case/30-roe-investments-corp->.

1.1 Purposes of this Report

1. The purposes of this report ("Report") are to:
 - a) provide background information about these proceedings;
 - b) summarize the Receiver's activities since the commencement of the receivership proceedings, including the Receiver's attempts to obtain certain Records (as defined in the Receivership Order) and Property from the Company and its principal, Raymond Zar ("Zar");
 - c) summarize a proposed sale process (as described in Section 4 of this Report) (the "Sale Process") pursuant to which the Units are to be marketed for sale, including the proposed retention of HomeLife Landmark Realty Inc. ("HomeLife") to act as listing agent for the Units; and
 - d) recommend that the Court make orders:
 - i. approving the Sale Process, including the retention of HomeLife to list the Units for sale pursuant to a listing agreement to be entered into between HomeLife and the Receiver (the "Listing Agreement");
 - ii. directing the Company and Zar to provide certain Records and Property to the Receiver on the terms contemplated by the draft order included in the Receiver's motion record (the "Records and Property Relief"); and
 - iii. approving the Receiver's activities as described in the First Report.

1.2 Currency

1. Unless otherwise noted, all currency references in this Report are to Canadian dollars.

1.3 Restrictions

1. In preparing this Report, the Receiver has relied upon the limited Records obtained from the Company and KingSett Mortgage Corporation ("KingSett"), and correspondence with Zar on behalf of the Company (the "Information").
2. The Receiver has not audited, or otherwise attempted to verify the accuracy or completeness of the financial information relied on to prepare this Report in a manner that complies with Canadian Auditing Standards ("CAS") pursuant to the Chartered Professional Accountants of Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance contemplated under the CAS in respect of such information. Any party wishing to place reliance on the financial information should perform its own diligence.

2.0 Background

2.1 Overview

1. The Company is a privately held company incorporated under the *Canada Business Corporations Act*. The Company's registered head office is located at 2 Bloor Street East, Suite 3500, Toronto, Ontario. The Company's sole director is Zar.
2. The Units are in a thirty-five storey, 397-unit condominium building in Toronto. The Receiver understands from the Company that the Units are fully occupied and have been furnished by the Company, and that an affiliate of the Company provides housekeeping services for the Units. The Receiver understands from discussions and correspondence with the Company and its review of bank records that most of the Units are rented via Airbnb. A summary of the current status of the Units as provided by the Company is set out below:

Unit Number	Occupancy	Notes
PH01	Short term rental	Prepaid until August 27, 2022
PH02	Short term rental	Prepaid until August 1, 2022
PH03	Long term lease	Prepaid until August 1, 2022, then rented at a higher rate
PH04	Short term rental	Prepaid until August 5, 2022
PH05	Long term lease	Prepaid until June 29, 2022
PH06	Short term rental	Prepaid until October 1, 2022
PH07	Short term rental	Prepaid until July 25, 2022
PH08	Short term rental	Prepaid until August 12, 2022
PH09	Short term rental	Prepaid until August 1, 2022

2.2 Creditors

2.2.1 Secured Creditors

1. The Canadian Imperial Bank of Commerce ("CIBC") holds a first mortgage on each of the Units and other security. The Receiver understands each CIBC mortgage only secures the indebtedness owing by the Company in respect of a particular Unit (ranging from approximately \$360,000 to \$620,000). CIBC has advised that, as at June 20, 2022, it was owed a total of approximately \$4.2 million by the Company and that interest and costs continue to accrue.
2. On April 8, 2019, KingSett advanced a non-revolving demand loan to the Company, which originally was for the principal amount of \$1.5 million, but was later increased to \$1.875 million (the "KingSett Loan"). The KingSett Loan is secured by a second mortgage on each of the Units, a general security agreement and other security. KingSett has advised that, as at June 21, 2022, it was owed a total of approximately \$2.2 million and that interest and costs continue to accrue.

2.2.2 Canada Revenue Agency

1. On July 5, 2022, the Receiver received a letter (the “CRA Letter”) from Canada Revenue Agency (“CRA”) dated June 14, 2022 indicating that the Company owes CRA \$39,225.38, comprised of a trust claim relating to harmonized sales tax (“HST”) of \$32,765.01 and penalties and interest of \$6,460.37. A copy of the CRA Letter is attached as Appendix “B”.
2. On July 5, 2022, a representative of the Receiver spoke to a representative of CRA, who advised that the Company has not filed any HST returns for the period commencing January 1, 2020, to the date of the receivership.

2.2.3 Other Creditors

1. The Royal Bank of Canada (“RBC”) has advised the Receiver that the Company has a Canada Emergency Benefit Account loan with a fully drawn outstanding balance of \$60,000. In addition, RBC has advised the Company has outstanding credit card debt.
2. Loop Funding Inc. had a financing statement registered against the Company under the Ontario personal property security registry, although that registration recently expired. The Receiver is not aware what, if any, obligations may be owing by the Company to Loop Funding Inc.
3. As discussed in greater detail below, the Receiver has asked the Company on numerous occasions for information concerning the Company’s creditors. To date, no information in this regard has been provided to the Receiver. Accordingly, the Receiver has been unable to compile complete creditor lists, which are required for the Receiver’s statutory report to the Office of Superintendent of Bankruptcy (“OSB”).¹ Accordingly, all information about the indebtedness of the Company in this Report should be considered preliminary.

2.3 Procedural History

1. The original KingSett Loan maturity date was in April 2021 (subject to earlier demand by KingSett). The KingSett Loan was extended several times, with a final maturity date set for December 1, 2021. The Company did not repay the KingSett Loan on December 1, 2021.
2. On December 13, 2021, KingSett issued a demand letter and gave notice of intention to enforce security in accordance with Section 244 of the *Bankruptcy and Insolvency Act* (the “BIA”).
3. On January 7, 2022, KingSett served the receivership application. The application was first heard on January 17, 2022. At that hearing, the Company was not represented by legal counsel and Zar requested an adjournment to retain legal counsel on behalf of the Company to respond to the receivership application. The Court granted an adjournment to February 22, 2022.

¹ The Receiver is required to send the report to all creditors and the OSB. Since the Receiver did not have any information concerning creditors (other than CIBC and KingSett) at the time, it sent the report to the OSB, CIBC and KingSett.

4. On February 22, 2022, Paliare Roland Rosenberg Rothstein LLP (“Paliare”) appeared on behalf of the Company. The Company requested a further adjournment and the Court granted an adjournment to March 28, 2022.
5. On March 4, 2022, Paliare served a motion to be removed as counsel of record for the Company. The Company opposed Paliare’s motion. At a case conference convened on March 8, 2022, the Court set a hearing date for Paliare’s motion of April 11, 2022, with the result that the hearing of the receivership application was further adjourned to May 6, 2022.
6. On April 11, 2022, the Court granted Paliare’s motion to be removed as counsel of record for the Company. A copy of the related Endorsement of Justice Penny dated April 11, 2022, is attached as Appendix “C”.
7. A further case conference was convened on April 20, 2022, to set a timetable for steps leading to the scheduled May 6, 2022, hearing of the receivership application.
8. On May 6, 2022, the receivership application was heard by the Court. The Company was represented at the hearing by Danson & Zucker. The Company sought a further adjournment, but the adjournment request was denied. On May 7, 2022, the Court granted the Receivership Order. A copy of the Endorsement of the Honourable Justice Cavanagh issued on May 9, 2022, in connection with the Receivership Order is attached as Appendix “D”.
9. On May 10, 2022, the Company served a Notice of Appeal of the Receivership Order (the “Appeal Notice”), and on May 19, 2022, the Company served a Notice of Motion for Leave to Appeal the Receivership Order. The Company was represented by Solmon Rothbart Tourgis Slodovnick LLP (“Solmon Rothbart”) in connection with appeal matters.
10. In response to the Appeal Notice, KingSett served a motion to quash the Company’s appeal of the Receivership Order.
11. On June 13, 2022, the Court of Appeal for Ontario granted KingSett’s motion to quash and dismissed the Company’s motion for leave to appeal the Receivership Order from the bench (the “Appeal Decision”). A copy of the reasons of the Court of Appeal dated June 17, 2022, are attached as Appendix “E”.
12. On June 16, 2022, the Receiver learned that the Company had terminated Danson & Zucker’s retainer and that Solmon Rothbart had only been retained to argue the appeal. Since June 16, 2022, the Receiver and its counsel have dealt directly with Zar. To the best of the knowledge of the Receiver, the Company has not appointed new counsel or brought a motion pursuant to Rule 15.02(2) for leave to proceed without being represented by a lawyer.

3.0 Receiver's Activities

1. Following the granting of the Receivership Order, the Receiver's counsel sent a letter to the Company's counsel dated May 9, 2022, requesting certain Records from the Company, a copy of which is attached as Appendix "F". The Records requested by the Receiver related to insurance, leases of the Units, bank accounts, details of the Property and a listing of creditors. On May 10, 2022, the Receiver registered the Receivership Order on title to the Units. In addition, on May 11, 2022, the Receiver caused a letter to be delivered to tenants of the Units advising of the appointment of the Receiver, providing a link to the copy of the Receivership Order posted on the Receiver's website and advising that the Receiver was empowered and authorized to collect all rent payments, and directing that all rent and other payments be paid directly to the Receiver (the "May 11 Tenant Letter"). A copy of the May 11 Tenant Letter is attached as Appendix "G". The May 11 Tenant Letter was delivered to the tenants by an independent contractor engaged by the Receiver.
2. On May 11, 2022, the Company's counsel delivered a letter to the Receiver's counsel advising the Receivership Order was stayed as a result of the filing of the Appeal Notice. In addition, on May 12, 2022, counsel to the Company delivered further correspondence to the Receiver alleging that the Receiver was acting "in the face of the stay" and that the Receiver had "...misrepresented itself to occupants of the [Units] by stating that there has been a change in ownership." Copies of these letters are attached as Appendix "H" and "I".
3. On May 12, 2022, the Receiver's counsel responded to counsel to the Company to follow up on the Receiver's Records request and advise of the Receiver's view that leave to appeal was required to appeal the Receivership Order and, accordingly, that there was no stay of the Receivership Order unless and until leave was granted by the Court of Appeal. A copy of this letter is attached as Appendix "J". The Receiver also responded to the allegation that it had made misrepresentations. It denied making the alleged statements, because it had not made any misrepresentations and was not aware at the time of any incorrect statements made by the independent contractor it had engaged to deliver the May 11 Tenant Letter.
4. Given the differing views of the parties as to the status of the Receivership Order pending appeal, in the mid-to-late May 2022 timeframe, the Receiver pursued discussions with the Company through counsel regarding a potential consensual arrangement being reached regarding delivery of Records to the Receiver and preservation of the Property and rent payments pending appeal. No consensual arrangement was reached, and none of the requested Records were otherwise delivered by the Company to the Receiver at this time. Given the then pending hearing before the Court of Appeal scheduled for June 13, 2022, and following consultation with CIBC and KingSett, the Receiver determined not to seek any relief in relation to the delivery of Records or compliance with the Receivership Order by the Company at that juncture.
5. Following the Appeal Decision, on June 13, 2022, counsel to the Receiver wrote to counsel to the Company to again demand delivery of the Records that had been requested on May 9, 2022. A copy of this letter is attached as Appendix "K". No Records were delivered by the Company in response to this letter.

6. On June 14, 2022, counsel to the Company wrote to the Receiver's counsel outlining certain allegations of the Company in respect of the Receiver's conduct, specifically that the Receiver had informed tenants/guests that there was a "new owner" of the Units, that the Company had "grave concerns with respect to this conduct and the independence of the Receiver as court appointed officer" and that the Receiver should not be the Receiver and the Company was in the process of contacting other possible receivers that may be prepared to act. The letter also enclosed a surveillance video which the Company's counsel advised was taken on the penthouse floor of Minto 30 Roe. A copy of this letter is attached as Appendix "L", and the Receiver will make arrangements for the surveillance video to be filed with the Court.
7. Following receipt and review of the June 14 letter (including the surveillance video), the Receiver made inquiries of the independent contractor it had engaged to deliver the May 11 Tenant Letter. To the best of the information and belief of the Receiver, including based on discussions with the independent contractor, the surveillance video shows representatives of the independent contractor delivering the May 11 Tenant Letter to tenants of the Units, including engaging in brief discussions with certain tenants. In certain of those discussions with tenants, it appears representatives of the contractor used the words "owner changing" (or similar words) while delivering a copy of the May 11 Tenant Letter. As noted previously, the May 11 Tenant Letter advised of the appointment of the Receiver, provided a link to a copy of the Receivership Order and described that the Receiver was empowered and authorized to receive and collect all rent payments pursuant to the Receivership Order. In addition, on June 14, 2022, the Receiver delivered a further letter to tenants, a copy of which is attached as Appendix "M", to again advise of the Receivership Order and to update on the status of the case, including the Appeal Decision. In the circumstances, the Receiver is of the view that there is no risk of any actual misunderstanding on the part of the tenants regarding the impact of the Receivership Order. Further, the Receiver does not believe the discussions shown on the video undermine either the Receiver's independence of the conduct of the receivership. By letter dated June 15, 2022, counsel to the Receiver responded to the Company's allegations, including advising of the foregoing. A copy of this letter is attached as Appendix "N".
8. The Receiver's counsel's June 15, 2022 letter also noted that the Company had again failed to deliver the Records demanded by the Receiver, advised that the Company was in breach of the Receivership Order, and that the Receiver intended to bring a motion to address these matters and seek approval of a sale process. Counsel requested that Company counsel confirm its availability for a hearing on July 7, 2022.
9. Zar responded on behalf of the Company by letter dated June 16, 2022, a copy of which is attached as Appendix "O". In this letter, Zar advised, among other things, that the Company would provide the information requested by the Receiver but that the Company required clarification on the list of Records requested. Zar also advised that he had reported the actions on the surveillance video to the Office of the Superintendent of Bankruptcy.

10. Since June 16, 2022, the Receiver's counsel and Zar², on behalf of the Company, have exchanged numerous further letters and emails regarding, among other things: (i) the Receiver's continuing demands for Records and the delivery of certain Property, including keys for the Units; (ii) the timing of the Court hearing and whether the Company intended to engage new counsel; (iii) the payment of critical expenses relating to the Units and other operational matters pertaining to the Units; (iv) the Company's apparent continued dealing with the Property, and (v) a proposed refinancing Zar has advised the Company is pursuing. The most recent letters exchanged between the Receiver's counsel and the Company with respect to certain of these matters are attached as Appendix "P", "Q" and "R" and the current status of these matters is described in the following paragraphs.

3.1 Requests for Records and Property

1. By letter dated June 21, 2022, a copy of which is attached as Appendix "S", the Company delivered certain of the Records initially requested by the Receiver on May 9, 2022. However (and despite further follow-ups), the Company has still not provided the Receiver with a listing of creditors or details of any Property aside from the Units and the RBC Account (as defined below), indicating it requires more time to provide this information. In addition, the Company has not delivered copies of any leases in respect of the Units to the Receiver or any post-dated rent cheques that may be in the Company's possession, as has been requested by the Receiver.
2. By letter dated July 4, 2022, the Receiver's counsel advised the Company that the Receiver required keys to the Units by the end of the day in order to provide access to a real estate broker for purposes of viewing the Units in connection with the proposed Sale Process. On July 6, 2022, the Company advised it had placed an order for a set of keys for the Units and that they would be provided to the Receiver in the near term. As at the writing of this Report, keys have not been provided to the Receiver.

3.2 Court Date and Company Counsel

1. Regarding the proposed July 7, 2022, Court date, Zar indicated he was unavailable because of a medical procedure. Accordingly, the Receiver obtained an alternate Court date, being July 18, 2022. The Company was advised of the scheduling of this Court date on June 22, 2022. The Receiver has inquired into and recommended that the Company engage new counsel to address receivership matters but, to the knowledge of the Receiver, it has not done so to date.

3.3 Critical Expenses and Operational Matters

1. The Company requested that the Receiver agree to all preauthorized debits under \$1,000 being debited from the Company's bank account without interruption, including preauthorized debits for condo fees, insurance, hydro and telecommunications. The Receiver advised the Company it was not prepared to agree to this request, but that it would consider authorizing specific payments of critical expenses and requested a listing of the critical expenses (including specific payees, amounts and due dates) the Company believed should be paid. To date, the Company has provided information

² At the request of the Receiver's counsel, Danson & Zucker and Solmon Rothbart confirmed they had no objection to the Receiver's counsel dealing with Zar on behalf of the Company in respect of the receivership matters.

in respect of the condo fees and insurance, and the Receiver is in the process of making arrangements for payment of same. The Receiver has requested that the Company advise of any other critical expenses it believes should be paid as soon as possible so that the Receiver can arrange for timely payment of same to the extent it considers appropriate. On July 6, 2022, the Receiver and the Company held a telephone conference to discuss operational matters pertaining to the Units, such as housekeeping and rental of the Units. The Receiver has asked the Company to provide a written summary in this regard for its consideration.

3.4 The Company's Apparent Continued Dealing with the Property

1. Based on correspondence from the Company, it appears as though the Company continues to deal with the Property. The Receiver has advised the Company that it is empowered and authorized to deal with the Property to the exclusion of all other persons, including the Company, and that the Company should be taking no steps to deal with any of the Property, including seeking to rent any of the Units.

3.5 The Company's Proposed Refinancing

1. The Company has advised the Receiver that it intends to seek to refinance the KingSett Loan and pursue a consensual discharge of the Receiver.
2. On June 20, 2022 (and on numerous subsequent occasions over the course of the following weeks), the Receiver requested further information from the Company in respect of the proposed refinancing, including a copy of a signed commitment letter, so that it could consider same and consult with CIBC and KingSett. In addition, the Receiver facilitated the exchange of information between the Company and KingSett regarding a potential refinancing, including in relation to a payout statement provided by KingSett. The Receiver's counsel also engaged in discussions with CIBC's counsel regarding a potential refinancing.
3. On July 6, 2022, the Company delivered a commitment letter dated June 10, 2022, for a \$2,000,000 second mortgage loan (the "Commitment Letter"). The Receiver notes that: (i) the Commitment Letter provides that funds must be advanced by June 30, 2022, failing which the commitment will be cancelled or extended at the lender's option; and (ii) the Commitment Letter is subject to numerous conditions. The Receiver has requested that the Company provide a letter from the potential replacement lender indicating the Commitment Letter has been extended past the specified June 30, 2022, cancellation date and that the conditions to the Commitment Letter have been satisfied or waived (or, if not all have been satisfied or waived, specifying which conditions remain to be satisfied or waived).
4. The Receiver also notes that the Commitment Letter does not provide sufficient financing to discharge the KingSett Loan or address the costs of the receivership.³ In the cover email enclosing the Commitment Letter, Zar advised that "The delta between the amount required to payout KingSett, costs and discharge the Receiver and the amount listed on the commitment will be funded by me personally." The Receiver has requested evidence from Zar showing sufficient liquid resources to bridge this funding gap.

³ In addition, the Commitment Letter contemplates the indebtedness owing to CIBC remaining in place.

5. The Receiver intends to further engage with the Company, CIBC, KingSett and any other interested stakeholders regarding a potential refinancing. In the event a consensual refinancing is agreed amongst the parties, the Receiver will advise the Court.

3.6 Additional Activities

1. Notwithstanding the limited cooperation of the Company to date, the Receiver has advanced the receivership proceedings as expeditiously and efficiently as possible. In addition to addressing and dealing with the matters described previously, the Receiver has:
 - a) corresponded with the Royal Bank of Canada regarding the Company's bank account (the "RBC Account"), including requesting a freeze of any withdrawals or debits from the RBC account and transferring approximately \$30,000 from the RBC Bank Account to the Receiver's bank account;
 - b) retrieved and reviewed available public information in respect of the Units;
 - c) pursuant to the terms of the Receivership Order, requested, received and reviewed information from KingSett in respect of the Property;
 - d) prepared and filed the Receiver's notice pursuant to subsections 245(1) and 246(1) of the BIA;
 - e) added the Receiver as loss payee and named insured under the Company's insurance policy for the Units;
 - f) corresponded with the property manager for Minto 30 Roe regarding, among other things, obtaining access to the Units;
 - g) held numerous discussions and corresponded with CIBC, KingSett and the Company concerning the receivership proceedings, including as relates to the refinancing the Company has indicated it is pursuing;
 - h) advanced preparations for the Sale Process; and
 - i) prepared this Report.

4.0 Sale Process

1. Following the Appeal Decision, the Receiver solicited proposals from four realtors to act as listing agent to market and sell the Units. In determining which realtors to approach, the Receiver selected four brokers who had extensive experience selling resale residential units in the Minto 30 Roe. Realtors were provided one week to submit their proposal. Realtors were advised that their retention was subject to Court approval.
2. Three proposals were submitted to the Receiver by the realtors approached. The Receiver held multiple phone calls with the realtors that submitted proposals, including to clarify aspects of their proposals.

3. Ultimately, the Receiver selected HomeLife Landmark Realty Inc. (“HomeLife”) to act as listing agent as:
 - a) HomeLife’s proposed commission rate of 3.5% was the lowest of the proposals;
 - b) Erkan Sen (“Sen”), who will be the lead agent, has been involved in ten transactions in Minto 30 Roe;
 - c) Sen has over 14 years of experience selling residential condominiums in Toronto, Ontario; and
 - d) HomeLife is a well recognized regional brokerage with over 1,600 agents primarily operating in the Greater Toronto and Hamilton regions.
4. A copy of the proposed Listing Agreement is attached as Appendix “T”.
5. The proposed Sale Process for the Units is as follows:
 - a) the Receiver, with the assistance of HomeLife and the Receiver’s counsel, will administer, supervise, facilitate and oversee the Sale Process with a view to maximizing value for the Units in a timely manner. Without limiting the generality of the foregoing, the Receiver shall have the authority to determine, from time to time and its sole discretion: (i) which and how many of the Units are to be listed for sale; and (ii) the listing prices for the Units, including any changes to listing prices;
 - b) HomeLife will: (i) prepare marketing materials for the Units, including a brochure, website, photographs and floor plans; (ii) send an email and newsletter regarding the opportunity to its database of parties, including industry contacts, potential buyers and the brokerage community; (iii) post the Units on the Toronto Real Estate Board Multiple Listing Service (“MLS”); and (iv) hold open houses for the Units;
 - c) The Units will be marketed on an “as is, where is” basis;
 - d) Any offer(s) to purchase a Unit will be reviewed and considered by the Receiver as and when received. The Receiver shall have the sole discretion to determine whether or not to accept or reject an offer and how to otherwise deal with an offer, including, without limitation, as relates to any negotiations with a prospective purchaser and entering into any agreement of purchase of sale in respect of a Unit, provided that any transaction in respect of a Unit will be subject to Court approval; and
 - e) Without limiting the factors that may be considered by the Receiver in reviewing and considering an offer for a Unit, the Receiver will have regard to: (i) the consideration offered; (ii) any conditions to closing or other factors that may impact the ability of a transaction to be consummated; and (iii) the proposed closing date.

6. Although the proposed Sale Process applies to all of the Units, at present the Receiver only intends to list two Units (including the related parking spot and storage unit/locker) for sale. The Receiver is proposing to sell the Units in stages because, among other things:
 - a) it does not know how many Units are required to be sold to repay KingSett, or whether CIBC wishes to be repaid the entirety of the indebtedness owing to it; and
 - b) the Receiver is concerned (including based on the advice of HomeLife and other realtors) that if a majority of the Units were listed for sale at once, it could have a negative impact on the sale price for the Units given they are all located in the same building (and on the same floor).
7. If possible, the Receiver intends to list two Units that have been vacated. If this is not possible, the Receiver intends to rely on HomeLife's advice on which Units to list. To the extent transactions are entered into in respect of one or both of these Units, the Receiver will report to the Court regarding its plans for the listing of additional Unit(s).
8. HomeLife has advised that it requires access to the Units to determine a proposed listing price. To date, the Receiver has been unable to access the Units for the reasons described previously in this Report. The Receiver is hopeful that it will obtain the keys from the Company consensually, failing which it will make arrangements to access the Units and change the locks so that HomeLife can view the Units and provide a proposed listing price. The Receiver expects to file a supplemental report to advise of the proposed listing prices in advance of the July 18 hearing.
9. On July 5, 2022, the Receiver sent the proposed Sale Process to counsel to CIBC, counsel to KingSett and the Company to solicit feedback. KingSett has advised it supports the proposed Sale Process. The Company provided feedback via email, a copy of which is attached as Appendix "U". As at the writing of this Report, the Receiver had not received feedback from CIBC.

4.1 Sale Process Recommendation

1. The Receiver recommends that this Court issue an Order approving the Sale Process for the following reasons:
 - a) in the Receiver's view, the proposed Sale Process is commercially reasonable and consistent with other real property sale processes approved by this Court in other cases;
 - b) the Receiver sought and received listing proposals from various experienced realtors and chose Mr. Sen of HomeLife, who has completed 10 transactions at Minto 30 Roe; and
 - c) based on the Receiver's experience, the Receiver believes that the commission payable to HomeLife under the Listing Agreement is reasonable.

5.0 Records and Property Relief

1. The Receiver was appointed as receiver and manager of the Property. Paragraph 3(a) of the Receivership Order authorizes and empowers the Receiver “to take possession of and exercise control over the Property” and paragraph 5 requires all persons to, among other things, deliver all Property in such person’s possession or control to the Receiver upon the Receiver’s request.
2. Further, paragraph 5 of the Receivership Order requires all persons to “forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records, information and cloud based data of any kind related to the Property, and any computer programs, computer tapes, computer disks, cloud or other data storage media containing any such information (the foregoing, collectively, the “Records”) in that Person’s possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software, cloud and physical facilities relating thereto...”.
3. As described previously in this Report, the Receiver has been unable to obtain various Records and Property from the Company notwithstanding repeated requests and demands. In particular, at present, the following Records and Property have not been delivered to the Receiver:
 - a) list of creditors, including their addresses and amounts owing to each creditor;
 - b) details of the Property (aside from the Units and the RBC Bank Account);
 - c) copies of any leases in respect of the Units;
 - d) any post-dated rent cheques for the Units; and
 - e) the keys to the Units (although, as previously noted, the Company has recently indicated these will be provided shortly).
4. Although the Receiver believes that the Company (and Zar in his capacity as a director of the Company and in his personal capacity) are required to deliver all of the foregoing to the Receiver pursuant to the Receivership Order, the Receiver seeks a further specific order of the Court requiring the Company and Zar to provide these items by a specified date. In addition, the relief sought would require the Company and Zar to deliver any further Records or Property requested by the Receiver from time to time by no later than the day and time specified by the Receiver in any such request; provided, however, that the day and time specified by the Receiver in any such request shall be no less than three (3) days following the sending of such request by the Receiver.
5. Given the difficulties experienced by the Receiver in obtaining access to the Records and the Property from the Company and Zar to date, the Receiver believes the Records and Property Relief is necessary and appropriate in the circumstances. To the extent the Company provides the requested Records and Property prior to the July 18 hearing, the Receiver will update the Court via a supplemental report or at the hearing.

6.0 Conclusion and Recommendation

1. Based on the foregoing, the Receiver respectfully recommends that this Honourable Court make orders granting the relief detailed in Section 1.1(1)(d) of this Report.

* * *

All of which is respectfully submitted,

KSV Restructuring Inc.

**KSV RESTRUCTURING INC.
SOLELY IN ITS CAPACITY AS COURT APPOINTED RECEIVER AND MANAGER OF
CERTAIN PROPERTY OF 30 ROE INVESTMENTS CORP.
AND NOT IN ITS PERSONAL OR CORPORATE CAPACITIES**

Appendix “A”



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

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

Electronically issued : 09-May-2022
Délivré par voie électronique : 09-May-2022
Toronto

THE HONOURABLE)

MONDAY, THE 9TH

JUSTICE CAVANAGH)

DAY OF MAY, 2022)

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**

**ORDER
(Appointing Receiver)**

THIS APPLICATION made by KingSett Mortgage Corporation (the "**Applicant**") for an Order pursuant to subsection 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing KSV Restructuring Inc. ("**KSV**") as receiver and manager (in such capacities, the "**Receiver**") without security, of (i) the real property legally described in Schedule "A" hereto (the "**Real Property**"), (ii) all of the 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**"), was heard on May 6, 2022 via Zoom videoconference at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Daniel Pollack sworn January 7, 2022 and the Exhibits thereto, the affidavit of Elizabeth Fimio affirmed on February 17, 2022 and the Exhibits thereto, and the affidavit of Lorraine Klemens sworn April 26, 2022 and the Exhibits thereto, and on hearing the submissions of counsel for the Applicant, the Debtor, the Canadian Imperial Bank of Commerce ("**CIBC**") and such other parties listed on the Participant Information Form, no one appearing for any other party although duly served as appears from the affidavits of service sworn and filed, and on reading the consent of KSV to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to subsection 243(1) of the BIA and section 101 of the CJA, KSV is hereby appointed Receiver, without security, of the Property.

RECEIVER'S POWERS

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security

personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage the Property, including the powers to enter into any agreements or incur any obligations in connection with the Property, or cease to perform or disclaim any contracts of the Debtor in respect of the Property;
- (d) to engage consultants, appraisers, agents, real estate brokers, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets as necessary or desirable to preserve or maintain the Property or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor in connection with the Property (including, without limitation, any rent payments in respect of the Real Property) and to exercise all remedies of the Debtor in collecting such monies and accounts, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor in connection with the Property;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor (as such proceedings relate to the Property or any portion thereof), the Property or the Receiver, and to settle

or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - (i) without the approval of this Court in respect of any transaction not exceeding \$250,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act* or section 31 of the Ontario *Mortgages Act* as the case may be, shall not be required;

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions in respect of the Property as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (q) to undertake any investigations deemed appropriate by the Receiver with respect to the location and/or disposition of assets reasonably believed to be, or to have been, Property;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations, including opening any mail or other correspondence addressed to the Debtor,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons, including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence

of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records, information and cloud-based data of any kind related to the Property, and any computer programs, computer tapes, computer disks, cloud or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software, cloud and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer, in a cloud or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer, cloud or other system and providing the Receiver with any and all access codes, account names, account numbers and account creating credentials that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

8. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

9. THIS COURT ORDERS that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

10. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor and relating to the Property, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

11. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor relating to the Property or statutory or regulatory mandates for the supply of goods and/or services,

including without limitation, all computer software, communication and other data services, accounting services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor relating to the Property are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

12. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

13. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in subsection 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under subsections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

14. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which 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.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act, 1999*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act* or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

16. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under subsections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

17. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts (including, without limitation, deemed trusts), liens, charges and encumbrances, statutory or otherwise, in favour of any Person except those in favour of CIBC, but subject to subsections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

18. THIS COURT ORDERS that the Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

19. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

20. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$200,000 (or such greater amount that is acceptable to the Applicant and as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts (including, without limitation, deemed trusts), liens, charges and encumbrances, statutory or otherwise, in favour of any Person except those in favour of CIBC, but subordinate in priority to the Receiver's Charge and the charges as set out in subsections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

21. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

22. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "B" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

23. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

24. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List

website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: ksvadvisory.com/experience/case/30-roe-investments-corp-.

25. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

26. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

27. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

28. 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.

29. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

30. THIS COURT ORDERS that the Applicant shall have its costs of this Application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the net realizations from the Property with such priority and at such time as this Court may determine.

31. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

32. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Toronto Time on the date of this Order and are enforceable without the need for entry and filing.



Digitally signed by
Mr. Justice
Cavanagh

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

SCHEDULE "B"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that KSV Restructuring Inc., the receiver and manager (the "**Receiver**") of (i) the real property legally described in Schedule "A" to the Order (as defined below) (the "**Real Property**"), (ii) all of the 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**"), appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the 6th day of May, 2022 (the "**Order**") made in an application having Court file number CV-22-00674810-00CL, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 2022.

KSV Restructuring Inc., solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

**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**

**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

**ORDER
(APPOINTING RECEIVER)**

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

Richard Swan (LSO# 32076A)
Tel: (416) 777-7479
Email: swanr@bennettjones.com

Sean Zweig (LSO# 57307I)
Tel: (416) 777-6254
Email: zweigs@bennettjones.com

Joshua Foster (LSO# 79447K)
Tel: (416) 777-7906
Email: fosterj@bennettjones.com

Lawyers for the Applicant

Appendix “B”



Tax Centre
Kitchener ON N2H 0A9

June 14, 2022

ATTENTION: NOAH GOLDSTEIN
KSV RESTRUCTURING INC
150 KING STREET WEST, SUITE 2308
TORONTO ON M5H 1J9

Account Number
82626 3881 RT0001

Dear Mr. Goldstein:

Subject: 30 ROE INVESTMENTS CORP

We understand that you have been appointed receiver or receiver-manager (receiver) for the above GST/HST registrant. Currently, the registrant owes goods and services tax / harmonized sales tax (GST/HST) of \$39,225.38.

Period outstanding	GST/HST payable	Penalty & interest	Total
-----	-----	-----	-----
2018-12-31	\$32,765.01	\$6,460.37	\$39,225.38

Under the Excise Tax Act, \$32,765.01 of the above totals represents property of the Crown held in trust and does not form part of 30 ROE INVESTMENTS CORP's property, business, or estate. This is the case whether or not those funds are kept separate and apart from the registrant's own money or from the estate's assets.

You must pay the Receiver General for Canada \$32,765.01 out of the realization of any property subject to the trust created by subsection 222(3) of the Act before paying any other creditor. Please send us your payment right away. If this is not possible, please tell us when you will make the payment. Also, please tell us when you will pay the remaining balance of \$6,460.37.

As a receiver, you must collect and remit the registrant's GST/HST

.../2

for the period you are acting as a receiver. You also must file the registrant's returns for any periods ending while you were acting as receiver. This includes any returns the registrant did not file for a period ending in or immediately before the fiscal year you became receiver.

For more information or clarification, please call us at 905-516-2715.

For Yours truly,



Wendy Rueger
ROCCO

Appendix “C”



G7

SUPERIOR COURT OF JUSTICE

COUNSEL SLIP

COURT FILE NO.: CV-22-00674810-00CL DATE: 11 April 2022

NO. ON LIST: 02

TITLE OF PROCEEDING: **KINGSETT MORTGAGE CORPORATION. v. 30 ROE INVESTMENTS CORP.**

BEFORE JUSTICE: **PENNY**

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party, Crown:

Name of Person Appearing	Name of Party	Contact Info
Richard B. Swan	KingSett	swanr@bennettjones.com

For Defendant, Respondent, Responding Party, Defence:

Name of Person Appearing	Name of Party	Contact Info
Raymond Zar	Director of 30 Roe Investments Corp.	rz@roehamptoncapital.com

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Darren Marr	CIBC	Ben@chaitons.com
Rob Stellick	Paliare Roland Rosenberg Rothstein LLP	rstellick@agblp.com
Massimo Starnino	Paliare Roland	max.starnino@paliareroland.com

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ENDORSEMENT OF JUSTICE PENNY:

This is a receivership application by Kingsett Mortgage Corporation against 30 Roe Investments Corp. Paliare Roland brings this motion to be removed as solicitor of record for its client, 30 Roe.

Paliare Roland was retained by the Client on February 21, 2022 to respond to the receivership application scheduled for February 22 before Cavanagh J. It took instructions from Mr. Zar. Paliare Roland sought an adjournment on behalf of the Client, which was granted, to March 28, 2022.

By February 23, Paliare Roland advised Mr. Zar that the Client should seek other counsel. On February 26, Paliare Roland advised Mr. Zar that it would be bringing a motion to be removed as counsel of record. Mr. Zar disagreed in both instances.

This matter came back before Cavanagh J. on March 8, 2022. The removal motion was scheduled for today, April 11; the receivership application was further adjourned to May 6, 2022. Cavanagh J.'s endorsement states "the Respondent is responsible for obtaining counsel, if necessary, and following a timetable to meet this hearing date".

Mr. Zar requested an adjournment of the Paliare Roland motion to cross examine Mr. Rosenberg. I denied that request. First, it was not made clear what would be gained by cross examination, given a number of undisputed facts relating to Paliare Roland's ability to act in the circumstances. In any event, the request was not made on a timely basis. Mr. Zar has had since March 8 to arrange for this cross examination but only made the request last Thursday, April 7, when it was too late.

The basis for Paliare Roland's decision to withdraw as counsel for the Client involves highly confidential matters which are no one else's business but the firm and the Client. As a result, the motion was conducted *in camera* without the participation of other parties to the litigation. Further, I will not be outlining the details of any of the grounds presented or the disagreements discussed during the submissions of both sides.

Suffice it to say that, considering the evidence as a whole, I am satisfied that the relationship between the Client, Mr. Zar and Paliare Roland has been irreparably damaged, lacks the fundamental requirements of trust and confidence and cannot continue. Indeed, Mr. Zar went so far as to say that Paliare Roland (as well as possibly Bennett Jones) may need to testify at the receivership application. On this basis alone, Paliare Roland could not possibly continue to act and Mr. Zar recognized and accepted that.


The May 6 return date for the receivership application was set on March 8 knowing of today's pending motion. The Client has had since February 23 to seek out new counsel.

In all of the circumstances, the order removing Paliare Roland as counsel of record for the Client is granted.

Paliare Roland agreed to return the retainer of \$25,000 (on an entirely without prejudice b.G9). The Client has provided the banking details for that transfer.

Nothing in this endorsement affects Cavanagh J.'s ongoing management of this case or restricts the Client from responding to the receivership application on a timely basis as contemplated by the March 8 endorsement of Cavanagh J.

There is no order as to costs.


Penny J.

Appendix “D”

CITATION: KingSett Mortgage Corporation v. 30 Roe Investments Corp., 2022 ONSC 2777
COURT FILE NO.: CV-22-00674810-00CL
DATE: 20220509

SUPERIOR COURT OF JUSTICE – ONTARIO

RE: KINGSETT MORTGAGE CORPORATION, Applicant

AND:

30 ROE INVESTMENTS CORP., Respondent

BEFORE: Cavanagh J.

COUNSEL: *Richard Swan, Sean Zweig, and Joshua Foster*, for the Applicant

Symon Zucker, for the Respondent

Ben Frydenberg and Darren Marr for Canadian Imperial Bank of Commerce

Chris Armstrong for proposed Receiver, KSV Restructuring Inc.

HEARD: May 6, 2022

ENDORSEMENT

Introduction

[1] The Applicant, Kingsett Mortgage Corporation, brings this application for an order appointing KSV Restructuring Inc. (“KSV”) as receiver and manager, without security, of real property owned by the Respondent, 30 Roe Investments Corp., (the “Real Property”) and other property as described in the Notice of Application (collectively, the “Property”).

[2] For the following reasons, I grant the Applicant’s application.

Procedural background

[3] The Real Property consists of nine residential condominium units within a thirty-five story, 397 unit, condominium known as “Minto 30 Roe” located at 30 Roehampton Avenue in Toronto. The Applicant is a second mortgagee in respect of the Real Property.

[4] This application was commenced by a Notice of Application issued on January 7, 2022. The application first came before me on January 17, 2022. At that appearance, the Respondent was not represented by legal counsel. Mr. Raymond Zar, a director and principal of the Respondent, requested an adjournment of the application to allow the Respondent to retain counsel and respond to the application. The request for an adjournment was supported by the first mortgagee, Canadian Imperial Bank of Commerce

("CIBC"). I granted the request for an adjournment and the application was adjourned to be heard on February 22, 2022.

- [5] On February 22, 2022, counsel who had just been retained appeared on behalf of the Respondent. There was evidence that the Respondent had made other attempts to retain counsel but had been unable to do so because of conflicts. Counsel for the Respondent requested an adjournment to prepare responding materials and respond to the application. This request was opposed by the Applicant. I granted the Respondent's request for an adjournment and the application was adjourned to March 28, 2022. I directed counsel to agree on a timetable for the application.
- [6] A case conference was held before me on March 8, 2022. At that case conference, counsel for the Respondent advised that they were moving for an order removing them as lawyers of record for the Respondent. I was advised that the Respondent would be opposing this motion. A hearing date for this motion was set for April 11, 2022. As a result of the scheduling of this motion, I concluded that the hearing of the Applicant's application seeking the appointment of a receiver needed to be adjourned. The adjournment was opposed by the Applicant. A new hearing date for the application was set for May 6, 2022. In my endorsement, I wrote that "[t]he Respondent is responsible for retaining counsel, if necessary, and following a timetable to meet this hearing date".
- [7] The motion by counsel for the Respondent to be removed as counsel of record was heard on April 11, 2022. On that day, Justice Penny released an endorsement and made an order removing counsel for the Respondent as counsel of record. The Respondent was served with the formal Order on April 20, 2022.
- [8] A case management conference was held before me on April 20, 2022. This was arranged at the request of the Applicant to set a timetable for the hearing of the application on May 6. I approved a timetable and I directed the parties to comply with it.
- [9] The Respondent retained new legal counsel on May 2, 2022. A supplemental affidavit of Mr. Zar was sworn on May 5, 2022. Some other documents relating to the Respondent's efforts to refinance were uploaded to CaseLines, including a letter of intent from Firm Capital Corporation dated May 4, 2022.

Analysis

- [10] The issues raised at the hearing of the application were (i) whether the Respondent's request for an adjournment of the hearing should be granted, and, if not, (ii) whether the Applicant's application for the appointment of a receiver should be granted.

Request for adjournment

- [11] The Respondent requested an adjournment of the hearing of the application for 30 days to allow time for the Respondent to complete the refinancing of the Real Property and pay out the second mortgage. The Applicant opposed this request. At the hearing, I denied the request for an adjournment. These are my reasons.

- [12] The Firm Capital letter of intent is not a binding commitment and is simply an expression of interest in providing refinancing. The Respondent has had many months to arrange to refinance. There is no assurance that if a further adjournment were to be granted for 30 days, as requested, the Respondent would be successful in paying out the indebtedness secured by the applicant's second mortgage.
- [13] I granted adjournments to allow the Respondent to retain counsel and to accommodate the motion by former counsel to move to be removed as counsel of record. These adjournments were opposed by the Applicant. I set the hearing date for this application on February 22, 2022 that would have regard to the motion by former counsel for the Respondent to be removed as counsel of record.
- [14] In his May 5, 2022 affidavit, Mr. Zar gives evidence of his attempts to retain counsel for the Respondent. According to his affidavit, Mr. Zar did not contact any prospective counsel between February 22, 2022 and April 11, 2022. After April 11, 2022, Mr. Zar contacted several counsel who had conflicts or were not available. Mr. Zucker was retained on May 2, 2022.
- [15] In my view, the Respondent has not acted reasonably and in accordance with my February 22 and March 8, 2022 endorsements by not seeking to identify counsel who could represent the Respondent after February 22, 2022 and waiting until April 11, 2022 to contact new counsel who would be available to replace former counsel for the Respondent, if the motion by former counsel to be removed were to succeed. I made it clear in my March 8, 2022 endorsement that May 6, 2022 was a firm date, and that the Respondent was expected to act diligently to ensure that counsel was retained and able to meet this hearing date. In my view, there was ample time for the Respondent to do so if efforts to contact counsel who could act on this matter were made between February 22 and April 11, 2022.
- [16] The Applicant's mortgage loan has been past due for many months. The Applicant is entitled to seek remedies to enforce payment of this loan. In the circumstances, I concluded that it would not be just to the Applicant to grant a further adjournment to accommodate the Respondent's continuing efforts to refinance. The request for an adjournment was denied.

Has the Applicant shown that it would be just or convenient for a receiver to be appointed?

Loan and security

- [17] The Applicant is a party to a commitment letter dated March 29, 2019 with the Respondent pursuant to which the Applicant agreed to provide, among other things, a non-revolving demand loan secured by a second mortgage against the Real Property. This loan was originally advanced on April 8, 2019.
- [18] The parties entered into four amendments to the original commitment letter which, among other things, increased the loan facility from \$1,500,000 to \$1,875,000 and provided three extensions to the maturity date to December 1, 2021. The Applicant's evidence is that as at December 13, 2021, the total indebtedness under the commitment letter, as amended, is \$1,895,958.85.

[19] As general and continuing security for the payment and performance of its obligations under the commitment letter, as amended, the Respondent granted the Applicant various security including (a) a second charge/mortgage in respect of the Real Property securing the principal amount of \$1,875,000, (b) a General Assignment of Rents and Leases dated April 8, 2019 pursuant to which, among other things, the Respondent assigned to the Applicant all of its rights in and to the Leases and Rents (as defined in the Assignment of Rents) in respect of the Real Property, (c) an Assignment of Material Agreements dated April 8, 2019, (d) a General Security Agreement dated April 8, 2019 pursuant to which, among other things, the Applicant was granted a security interest in all of the present and future undertakings and property of the Respondent which is located at or related to or used or required in connection with or arising from or out of the Charged Property (as defined in the second mortgage).

Default by Respondent

[20] The original maturity date of the loan facility was in April 2021. The Applicant granted extensions to the maturity date to and until December 1, 2021. In the amendment letter dated October 25, 2021 in respect of the fourth amendment, the Respondent acknowledged that “there shall be no further extensions of the Term beyond December 1, 2021”.

[21] On December 1, 2021, the Respondent failed to make its monthly interest payment. By letter dated December 6, 2021, the Applicant advised the Respondent that (a) as result of the defaulted payment of interest, the loan facility was in default and an event of default had occurred under the loan documents; (b) the December 1, 2021 interest default was particularly concerning because it was not the first interest-related default under the loan facility; (c) the loan facility matured on December 1, 2021; and (d) unless the Respondent paid the December interest payment by 4 o'clock p.m. on December 8, 2021, the Applicant would demand the immediate repayment of the loan facility and enforce the security it held.

[22] On December 13, 2021, the Applicant issued a demand letter to the Respondent advising that the mortgage was in default and demanding repayment of the indebtedness. The demand letter was delivered to the Respondent contemporaneously with a Notice of Intention to Enforce Security in accordance with s. 244 of the *Bankruptcy and Insolvency Act*. The Applicant demanded payment of \$1,895,958.85.

[23] Mr. Zar submits that there is evidence that the Applicant implicitly agreed to extend the loan until April 1, 2022 by debiting the extension fee from the Respondent's account on January 4, 2022, and again in February 2022, and leaving the interest rate at 9%. Mr. Zar's evidence is that the Applicant only returned the extension fee after he brought it to the Applicant's attention in settlement talks. He states that it was a shock and surprise to him when he heard about the application seeking the appointment of a receiver.

[24] In the affidavit of the Applicant's Senior Director with responsibility for this loan, Daniel Pollack, he explains that the Applicant's finance department made an error in debiting the extension fee. A draft fifth amendment to the commitment letter (that, if agreed upon, would have extended the maturity date to January 1, 2022) had had been under

consideration and would have provided for an extension fee. The draft fifth extension was not executed and did not become effective. When the error was discovered, the Applicant's finance department was instructed to correct the error (which was done when the Applicant debited the Respondent's account for the December interest payment, less the extension fee).

- [25] I accept the evidence from Mr. Pollack that the extension fee was debited in error and, when the error was discovered, it was corrected. I do not accept the Respondent's submission that by debiting the extension fee in error, the Applicant should be taken to have implicitly agreed to extend the maturity date for the mortgage until April 1, 2022. I note that, in any event, April 1, 2022 has passed, and the mortgage debt remains unpaid.
- [26] Section 243 (1) of the *BIA* and s. 101 of the *Courts of Justice Act* provide that the Court may appoint a receiver where it is just or convenient to do so.
- [27] In determining whether it is just or convenient to appoint a receiver, the court must have regard to all of the circumstances but in particular the nature of the property and the rights and interests of all parties in relation thereto: *Bank of Nova Scotia v. Freure Village on Clair Creek*, [1996] O.J. No. 5088, at para. 11.
- [28] In *Elleway Acquisitions Ltd. v. Cruise Professionals Ltd.*, 2013 ONSC 6866, Morawetz J., at para. 27, accepted the submission that while the appointment of a receiver is generally regarded as an extraordinary equitable remedy, courts do not regard the nature of the remedy as extraordinary or equitable where the relevant security document permits the appointment of a receiver. This is because the applicant is merely seeking to enforce a term of an agreement that was assented to by both parties. Morawetz J., at para. 28, accepted that in such circumstances, the "just or convenient" inquiry requires the court to determine whether it is in the interests of all concerned to have a receiver appointed.
- [29] In *BCIMC Construction Fund Corporation et al. v. The Clover on Yonge Inc.*, 2020 ONSC 1953, Koehnen J., at paras. 43-44, held that when the court is dealing with a default under a mortgage, the relief becomes even less extraordinary, citing *Confederation Life Insurance Co. v. Double Y Holdings Inc.*, 1991 CarswellOnt 1511, at para. 20. Koehnen J., at para. 45, referenced four additional factors set out by Farley J. in *Confederation Life*, at paras. 19-24, that the court may consider in determining whether it is just or convenient to appoint a receiver:
- a. the lenders' security is at risk of deteriorating;
 - b. there is a need to stabilize and preserve the debtors' business;
 - c. loss of confidence in the debtors' management; and
 - d. positions and interests of other creditors.
- [30] In the third and fourth amendments to the commitment letter, the Respondent consented to the Applicant's appointment of a receiver, either privately or court appointed, in the event of a default by the Respondent beyond the applicable cure period. In the General Security

Agreement, the Respondent agreed that after the occurrence of an event of default, the Applicant will have the right to appoint a receiver.

- [31] On this application, there is no evidence that the second mortgage against the Real Property is at risk of deteriorating. The evidence is that the condominium units are rented and rents are being paid. The Respondent is continuing to pay interest on the mortgage debt. The first mortgagee, CIBC, is willing to continue to defer and forbear from taking any enforcement steps in connection with its mortgages for a period of thirty days commencing May 6, 2022, in order to allow the Respondent an opportunity to complete its refinancing with Firm Capital Corporation. CIBC does not take a position in opposition to the application.
- [32] Mr. Pollack has stated in his affidavit that the Applicant has lost confidence in the Respondent's management to continue to satisfy the Respondent's obligations, obtain refinancing and manage the Real Property. I do not regard this to be a statement in the air and without objective evidentiary support, as the Respondent submits. The Applicant's mortgage loan matured on December 1, 2021 and the Respondent has had five months to refinance but has not done so. The Respondent submits that the appointment of a receiver is an extreme remedy that is not needed when "less aggressive" remedies are available, but the only alternative course of action the Respondent submits should have been taken was for the Applicant to have commenced private power of sale proceedings. The Applicant was under no obligation to do so, and has brought this application to seek a remedy to which the Respondent has contractually agreed.
- [33] The Respondent submits that there is evidence that the Applicant is not acting in good faith by seeking to appoint a receiver. In support of this submission, the Respondent relies on the evidence of Mr. Zar in his May 5, 2022 affidavit that in discussions between his former lawyer and a lawyer for the Applicant, the Applicant's lawyer advised "in highly defamatory terms what his clients thought of me and wanted to do to me". Mr. Zar states that it was clear to him and his former counsel that the Applicant is using the application to appoint a receiver to cause him significant harm, such that this application is excessive and unnecessary, and is brought in bad faith.
- [34] The Applicant's application was brought after extensions of the maturity date for the loan had been given, the mortgage debt had matured, and demands for payment had been made. This, objectively, provides a good faith basis for this application. The information given by Mr. Zar in his affidavit (that he obtained from the Respondent's former counsel) of what was said in the telephone conversation in question is vague and accompanied by Mr. Zar's characterization of what was said. Mr. Zar does not recite any particular statements that were made by the Applicant's counsel to the Respondent's former counsel. If Mr. Zar's hearsay evidence is admitted into evidence notwithstanding rule 39.01(5) of the *Rules of Civil Procedure*, it is far from sufficient to allow me to draw the inference I am invited to make, that the Applicant lacks good faith in bringing this application. I do not draw this inference.
- [35] The Applicant's loan has been overdue since December 1, 2021. The Applicant is entitled to take steps under its security to enforce payment of the indebtedness owing to it. The


Applicant is not required to do so only through private power of sale proceedings. The appointment of a receiver will provide an effective and appropriate means to realize on the mortgage security by a court-appointed officer who owes duties to all stakeholders.

[36] I have considered the relevant circumstances and I am satisfied that the Applicant has shown that the appointment of receiver is just and convenient in the circumstances.

Disposition

[37] For these reasons, I grant the Applicant's application.

[38] Order to issue in form of Order signed by me today.

 Digitally signed by
Mr. Justice
Cavanagh

Cavanagh J.

Date: May 9, 2022

Appendix “E”

COURT OF APPEAL FOR ONTARIO

CITATION: KingSett Mortgage Corporation v. 30 Roe Investments Corp.,
2022 ONCA 479
DATE: 20220617
DOCKET: M53449 & M53510 (C70638)

Brown, Roberts and Paciocco JJ.A.

BETWEEN

KingSett Mortgage Corporation

Applicant
(Moving Party/Responding Party)

and

30 Roe Investments Corp.

Respondent
(Responding Party/Moving Party)

Richard Swan and Sean Zweig, for the moving party (M53449)/responding party (M53510) KingSett Mortgage Corporation

Nancy J. Tourgis and Laney Paddock, for the responding party (M53449)/moving party (M53510) 30 Roe Investments Corp.

Mark Dunn, for KSV Restructuring Inc. in its capacity as court-appointed receiver

Darren Marr, for Canadian Imperial Bank of Commerce

Heard: June 13, 2022

On appeal from the order of Justice Peter J. Cavanagh of the Superior Court of Justice, dated May 9, 2022, with reasons reported at 2022 ONSC 2777.

Brown J.A.:

I. OVERVIEW

[1] The respondent, KingSett Mortgage Corporation (“KingSett”), moves to quash the appeal brought by 30 Roe Investments Corp. (“30 Roe”) from the order of Cavanagh J. dated May 9, 2022 (the “Receivership Order”). That order appointed KSV Restructuring Inc. as the receiver and manager of nine residential condominium units owned by 30 Roe in a 397-unit condominium building located at 30 Roehampton Avenue, Toronto (the nine units are hereafter referred to as the “Real Property”).

[2] 30 Roe opposes the motion to quash, arguing that it enjoys an appeal as of right from the Receivership Order under s. 193(c) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (“*BIA*”).¹ As well, it moves for leave to appeal the Receivership Order pursuant to s. 193(e) of the *BIA*.

¹ *BIA* s. 193 provides as follows:

193 Unless otherwise expressly provided, an appeal lies to the Court of Appeal from any order or decision of a judge of the court in the following cases:

- (a) if the point at issue involves future rights;
- (b) if the order or decision is likely to affect other cases of a similar nature in the bankruptcy proceedings;
- (c) if the property involved in the appeal exceeds in value ten thousand dollars;
- (d) from the grant of or refusal to grant a discharge if the aggregate unpaid claims of creditors exceed five hundred dollars; and
- (e) in any other case by leave of a judge of the Court of Appeal.

[3] At the conclusion of the hearing of the motions, the panel granted KingSett's motion to quash and dismissed 30 Roe's motion for leave to appeal with reasons to follow. These are those reasons.

II. BACKGROUND FACTS

[4] On April 8, 2019, KingSett advanced a non-revolving demand loan to 30 Roe, which originally was for the principal amount of \$1.5 million, but later increased to \$1.875 million. The advance was secured, in part, by a second mortgage on the Real Property. The advance is also secured by an April 8, 2019 General Security Agreement and other security.

[5] The Canadian Imperial Bank of Commerce ("CIBC") holds a first mortgage on the Real Property.

[6] The original loan maturity date was in April 2021. The loan facility was extended several times, with the final maturity date set for December 1, 2021.

[7] 30 Roe defaulted on the December 1, 2021 interest payment, as it had on some other interest payments, and it did not pay out the loan upon maturity. KingSett served a notice of default. On December 13, 2021, KingSett issued a demand letter and gave notice of intention to enforce security in accordance with s. 244 of the *BIA*.

[8] As of December 31, 2021, the amount due under the loan was \$1,895,958.85.

[9] KingSett applied on January 7, 2022 for the appointment of a receiver and manager of the Real Property pursuant to s. 243(1) of the *BIA* and s. 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 (“*CJA*”). 30 Roe sought and received three adjournments of the application, including one to enable the hearing of a motion brought by former counsel to get off the record. Cavanagh J. approved a timetable for all pre-hearing steps. Ultimately, KingSett’s application was scheduled to be heard on May 6, 2022.

[10] On that date, 30 Roe sought a further adjournment. Cavanagh J. refused an adjournment for two reasons: (i) although 30 Roe had obtained an expression of interest to provide refinancing, the letter of intent was not a binding commitment letter and the application judge concluded there was no assurance 30 Roe would secure refinancing to pay out its debt to KingSett if a further adjournment was granted; and (ii) 30 Roe had not acted reasonably or in accordance with prior court endorsements to find new counsel.

[11] As of the hearing date, the state of affairs regarding the Real Property was as follows: (i) CIBC took no position in opposition to the application; (ii) all units were rented and rents were being paid; (iii) 30 Roe was paying interest on the second mortgage debt; and (iv) CIBC was willing to defer enforcement steps for 30 days commencing May 6, 2022 to allow 30 Roe an opportunity to put in place refinancing.

[12] On May 9, 2022, Cavanagh J. made the Receivership Order.

[13] The next day, May 10, 2022, 30 Roe delivered a notice of appeal in which the grounds of appeal are essentially three-fold: (i) the motion judge erred in refusing its fourth adjournment request; (ii) he misapplied the factors applicable to whether it would be just and convenient to appoint a receiver; and (iii) he erred in failing to recognize that KingSett had impliedly extended the loan facility until April 1, 2022, by debiting the amount of an extension fee to 30 Roe's mortgage debt account in January and February 2022. (The application judge accepted KingSett's evidence that the debits were the result of an administrative error, which KingSett had reversed once advised of the mistake.)

[14] KingSett moves to quash the appeal on the basis that 30 Roe does not enjoy an appeal of right under *BIA* s. 193 but requires leave to appeal.

[15] 30 Roe takes the position that an appeal lies as of right under *BIA* s. 193(c), as the "the property involved in the appeal exceeds in value ten thousand dollars". 30 Roe has brought a separate motion for leave to appeal the Receivership Order pursuant to *BIA* s. 193(e).

III. KINGSETT'S MOTION TO QUASH

[16] In its jurisprudence regarding the appeals of orders appointing a receiver under *BIA* s. 243 and *CJA* s. 101, this court has consistently made two points:

- (i) Where a receivership order is made pursuant to both *BIA* s. 243 and *CJA* s. 101, the more restrictive appeal provisions of *BIA* s. 193 govern the rights of appeal and appeal routes: *Business Development Bank of Canada v. Astoria Organic Matters Ltd.*, 2019 ONCA 269, 69 C.B.R. (6th) 13, at paras. 66 and 67; *Buduchnist Credit Union Limited v. 2321197 Ontario Inc.*, 2019 ONCA 588, 72 C.B.R. (6th) 245, at paras. 10 and 11;
- (ii) No appeal as of right exists under *BIA* ss. 193(a) or (c) from an order appointing a receiver: *Hillmount Capital Inc. v. Pizale*, 2021 ONCA 364, 462 D.L.R. (4th) 228, at para. 38; *Business Development Bank of Canada v. Pine Tree Resorts Inc.*, 2013 ONCA 282, 115 O.R. (3d) 617, at paras. 15-17; and *Buduchnist*, at para. 12.

[17] In an effort to avoid the effect of that jurisprudence, 30 Roe fashions two arguments about the availability of a right of appeal under *BIA* s. 193(c). The first draws upon several decisions of judges of this court sitting in Chambers; the second is based on a sales approval “carve-out” provision in the Receivership Order.

[18] First, 30 Roe relies on several Chambers decisions of this court to contend that s. 193(c) authorizes an automatic right of appeal from a receivership order. The first decision is that of the Chambers judge in *Comfort Capital Inc. v. Yeretsian*, 2019 ONCA 1017, 75 C.B.R. (6th) 217. However, that case did not involve an

appeal from an order appointing a receiver; the nature of the order in *Comfort Capital* was quite different. There, the order under appeal directed payment of part of the proceeds of the receiver's sale of property to one set of claimants that was otherwise payable to another claimant. The order resulted in a loss to the second claimant and, therefore, the nature of the order fell within *BIA* s. 193(c). *Comfort Capital* has no application to the order at issue in the present case.

[19] The other Chambers decisions are those in *Royal Bank of Canada v. Bodanis*, 2020 ONCA 185, 78 C.B.R. (6th) 165² and *Shaver-Kudell Manufacturing Inc. v. Knight Manufacturing Inc.*, 2021 ONCA 202, 88 C.B.R. (6th) 1. Neither case provides support for 30 Roe's submission that *BIA* s. 193(c) grants an automatic right of appeal from a receivership order, because neither case involved an attempt to appeal a receivership order. The order at issue in *Bodanis* was a bankruptcy order; that in *Shaver-Kudell* an order declaring that a bankrupt's debts and liabilities would survive his discharge from bankruptcy.

[20] Moreover, 30 Roe's submission based on those Chambers decisions ignores the more recent panel decision of this court in *Hillmount Capital Inc. v. Pizale*, 2021 ONCA 364, 462 D.L.R. (4th) 228. In the course of discussing the

² While the court concluded that *BIA* s. 193(c) provided for the right to appeal a bankruptcy order, the Chambers judge cancelled the automatic stay on appeal under *BIA* s. 195.

types of orders that fall outside of s. 193(c), the court in *Hillmount Capital* stated, at para. 38:

By its nature the second type of order - one that does not bring into play the value of the debtor's property - would not result in a loss or put property value in jeopardy. For example, it is well-established in the BIA s. 193(c) jurisprudence that an order appointing a receiver or interim receiver usually does not bring into play the value of the debtor's property as it simply appoints an officer of the court to preserve and monetize those assets subject to court approval. [Emphasis added.]

[21] 30 Roe's second argument is based on para. 3(k) of the Receivership Order, which deals with the powers of the receiver and authorizes the receiver to sell any part of the Real Property out of the ordinary course of business "without the approval of this Court in respect of any transaction not exceeding \$250,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000."

[22] Drawing on that provision, 30 Roe argues as follows: (i) in *Pine Tree Resorts* the Chambers judge described the nature of a receivership order as one that does not bring into play the value of the debtor's property but simply appoints an officer of the court to preserve and monetize those assets subject to court approval: at para. 17; (ii) in *Pine Tree Resorts* the court relied on that description of the nature of a receivership order to conclude that BIA s. 193(c) does not provide an automatic right of appeal from such an order; (iii) however, para. 3(k) of the Receivership Order identifies a sub-set of 30 Roe's property that the receiver may

sell without applying for court approval; so, therefore, (iv) the nature of the Receivership Order containing para. 3(k) differs from that which led the court in *Pine Tree Resorts* to conclude that no appeal as of right existed. It follows, according to 30 Roe, that the presence of the para. 3(k) carve-out in the Receivership Order places that order in the class of orders for which an automatic right of appeal exists under *BIA* s. 193(c).

[23] This submission is not persuasive. First, 30 Roe does not cite any authority involving a receivership order to support its proposition. Second, as KingSett points out, the receivership order made in *Pine Tree Resorts* contained the same carve-out granting the receiver the power to sell assets without court approval in any transaction not exceeding \$250,000. The presence of such a carve-out provision did not affect Blair J.A.'s characterization of the *Pine Tree Resorts* receivership order as one that did not bring into play the value of the debtor's property but simply appointed an officer of the court to preserve and monetize those assets subject to court approval: at para. 17. No doubt Blair J.A. reached that conclusion in part because the initial receivership order itself granted court approval for the monetization of assets of less than \$250,000. As well, while a sale transaction of less than \$250,000 would not require a further approval motion, the court ultimately reviews the receiver's conduct for such transactions as part of its periodic review and approval of receiver's reports. Accordingly, the presence of a "carve-out" provision such as para. 3(k) in the Receivership Order does not alter the essential

nature of that order: namely, an order that does not bring into play the value of the debtor's assets for the purpose of a *BIA* s. 193(c) analysis.

[24] In its notice of appeal, 30 Roe also asserts that an appeal to the Court of Appeal is provided under *BIA* s. 195.³ With respect, that assertion does not accurately describe the operation of s. 195, which deals with stays of orders pending appeal to an appellate court, not with when rights of appeal lie, or with appeal routes.

[25] To summarize, two recent panel decisions of this court, *Buduchnist* and *Hillmount Capital*, confirmed the court's jurisprudence that no appeal as of right exists under *BIA* s. 193(c) from an order appointing a receiver. The Receivership Order was made under *BIA* s. 243(1); *BIA* s. 193 therefore governs the availability of appeals; with the result that 30 Roe does not enjoy an automatic right to appeal the Receivership Order under *BIA* s. 193(c). Accordingly, 30 Roe must seek leave to appeal pursuant to *BIA* s. 193(e).

³ *BIA* s. 195 states:

Except to the extent that an order or judgment appealed from is subject to provisional execution notwithstanding any appeal therefrom, all proceedings under an order or judgment appealed from shall be stayed until the appeal is disposed of, but the Court of Appeal or a judge thereof may vary or cancel the stay or the order for provisional execution if it appears that the appeal is not being prosecuted diligently, or for such other reason as the Court of Appeal or a judge thereof may deem proper.

IV. 30 ROE'S MOTION FOR LEAVE TO APPEAL

[26] The test for leave to appeal under *BIA* s. 193(e) is well-established:

- Does the proposed appeal raise an issue of general importance to the practice in bankruptcy/insolvency matters or to the administration of justice as a whole and therefore is one that an appellate court should consider and address?
- Is the proposed appeal *prima facie* meritorious and does it involve a point that is of significance to the proceeding?
- Would the proposed appeal unduly hinder the progress of the bankruptcy/insolvency proceedings?

See: *Pine Tree Resorts*, at para. 29; *Buduchnist*, at para. 17; *Essar Steel Algoma Inc. (Re)*, 2017 ONCA 478, 49 C.B.R. (6th) 259, at para. 19.

Issue of general importance

[27] The proposed appeal does not raise an issue of general importance to insolvency practice or to the administration of justice as a whole. The grounds of appeal are rooted in the specifics of the relationship between a mortgagor – 30 Roe – and a mortgagee – KingSett, including the effect on the maturity date of the loan facility by KingSett debiting an extension fee against 30 Roe's mortgage account in January and February 2022. It is also grounded in the fact-specific, discretionary decision of the application judge to refuse a fourth adjournment request by 30 Roe.

Merits of the appeal

[28] Nor does the notice of appeal disclose a *prima facie* meritorious appeal. The application judge's reasons disclose that he fairly considered all relevant factors in refusing the fourth adjournment request, especially in circumstances where, by the May 6, 2022 hearing date, it was clear 30 Roe had no ability to make payments of principal, remained in default, and offered no tangible prospect of refinancing. There was nothing premature or disproportionate about the application judge's appointment of a receiver.

[29] 30 Roe argues that r. 15.04(6) of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194 gave it the right until May 20, 2022 to appoint new counsel, with the consequence that the scheduled May 6 hearing had to be adjourned until after that date. 30 Roe's submission is without any merit. During the course of case managing the matter, the application judge set a timetable that governed the date of the hearing. That timetable took precedence over any time specified in r. 15.04(6). As the application judges stated at para. 15 of his reasons, "I made it clear in my March 8, 2022 endorsement that May 6, 2022 was a firm date". In that circumstance, the language of r. 15.04(6) that a corporation must appoint counsel "within 30 days" after receiving the order removing former counsel from the record has no effect on the hearing date already set by a judge. It should go without saying that where a removal order is made in the face of a hearing date fixed by the judge

managing an application, the corporation obviously must appoint new counsel before the hearing date or risk the hearing proceeding without representation.

[30] Finally, 30 Roe has not demonstrated any palpable and overriding error or unreasonableness in the application judge's conclusion, at para. 15, that 30 Roe "has not acted reasonably and in accordance with my [prior endorsements] by not seeking to identify counsel who could represent it ..."

[31] As to the ground of appeal that the application judge failed to have regard to the evidence that KingSett debited 30 Roe's mortgage account for extension fees in January and February, 2022, the reasons disclose that the application judge dealt squarely with that issue, accepting KingSett's explanation that the debits were simply administrative errors: at paras. 23-25.

[32] That conclusion by the application judge was reasonable in light of the evidence that: (i) 30 Roe acknowledged in the October 25, 2021 fourth amendment letter that "there shall be no further extensions of the Term beyond December 1, 2021"; and, (ii) KingSett sent a December 13, 2021 demand letter and notice of intention to enforce to 30 Roe – acts inconsistent with granting an extension of the maturity date.

[33] According to the affidavit of a director of 30 Roe, Raymond Zar, the debtor also takes the position that the maturity date of the second mortgage was extended until April 1, 2022 as he had sent a December 16, 2021 email to KingSett

requesting an extension of the maturity date to that time. However, KingSett did not respond to that email, and the record contains no evidence that KingSett granted such an extension. Instead, KingSett moved to enforce its security. In any event, the April 1, 2022 date has come and gone, and there is no evidence that 30 Roe has paid the mortgage debt. It remains in default.

[34] Finally, the reasons of the application judge do not disclose that his analysis was based on any error of law. While 30 Roe obviously does not agree with how the application judge weighed the various factors relevant to whether a receiver should be appointed, his decision to appoint a receiver was not unreasonable given 30 Roe's default and inability to cure its default.

[35] Accordingly, the proposed appeal is not *prima facie* meritorious.

Effect of an appeal on the progress of the receivership

[36] Finally, the proposed appeal would unduly hinder the progress of the administration of the receivership. Granting leave would trigger the automatic stay contained in *BIA* s. 195, thereby preventing the receiver from exercising its power under the Receivership Order to market and sell the Real Property. No purpose would be served by such a delay. It is apparent from the record that 30 Roe has been unable to secure third party financing to take out the KingSett second mortgage notwithstanding several extensions of the mortgage maturity date and the lapse of almost half a year since KingSett initiated its receivership application.

[37] To delay the ability of KingSett to enforce its second mortgage – the validity and enforceability of which are not in dispute – would be unfair to KingSett, especially given 30 Roe’s consent, in the third and fourth amendments to the commitment letter, to KingSett’s appointment of a receiver, either privately or court-appointed, in the event of a default by 30 Roe going beyond the applicable cure period.

Summary

[38] For these reasons, the panel did not grant 30 Roe leave to appeal the Receivership Order.

V. DISPOSITION

[39] As stated at the end of the hearing, KingSett’s motion to quash 30 Roe’s appeal C70638 is granted and 30 Roe’s motion for leave to appeal is dismissed.

[40] As agreed by the parties, KingSett is entitled to its costs of both motions fixed in the aggregate amount of \$15,000, inclusive of disbursements and applicable taxes.

Released: June 17, 2022

js

J.A.

I agree. J.B. Palumbo J.A.

I agree - J.A.

Appendix “F”



Barristers & Solicitors
Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, Ontario M5H 2S7
Telephone: 416.979.2211
Facsimile: 416.979.1234
goodmans.ca

Direct Line: 416.849.6013
carmstrong@goodmans.ca

May 9, 2022

Danson & Zucker
701-375 University Ave.
Toronto, ON M5G 2J5

Attn: Symon Zucker

Dear Mr. Zucker:

Re: Receivership of 30 Roe Investments Corp. (Court File No.: CV-22-00674810-00CL)

We are counsel to KSV Restructuring Inc. in its capacity as the Court-appointed receiver and manager (the “**Receiver**”) of certain property of 30 Roe Investments Corp. (the “**Debtor**”) pursuant to the Order (Appointing Receiver) of the Ontario Superior Court of Justice dated May 9, 2022 (the “**Receivership Order**”). Capitalized terms used herein and not otherwise defined have the meaning given to them in the Receivership Order.

The Receivership Order requires all Persons to, *inter alia*, advise the Receiver of the existence of any Records in that Person’s possession and control and to provide such Records to the Receiver.

This letter is to request that, pursuant to the terms of the Receivership Order, your client immediately provide the following Records to the Receiver:

1. Confirmation of insurance with respect to the Real Property and copies of all insurance policies relating to the Real Property;
2. A listing of the creditors of the Debtor, including their addresses and amounts owing to each creditor;
3. A listing of whether each condominium unit comprising the Real Property is currently vacant or leased, and a copy of all leases pertaining to the Real Property (the “**Leases**”);
4. Details of all bank accounts of the Debtor, including bank, branch location, account number and current balance; and
5. Details of all Property aside from the Real Property and the Leases.

The Receiver requires these Records by 5:00 pm (Toronto time) on May 10, 2022. Please email these Records to the Receiver’s legal counsel at carmstrong@goodmans.ca. This is a preliminary request and the Receiver will likely have further requests for Records from the Debtor in the coming days. Please also be advised the Receiver intends to contact the tenants of the Real Property and advise them of the Receivership Order, including the requirement to pay rent to the Receiver effective immediately.

Yours truly,

Goodmans LLP



Christopher Armstrong
CA/cag

7270391

Appendix “G”



Murtaza Tallat
kvs advisory inc.

150 King Street West, Suite 2308
Toronto, Ontario, M5H 1J9
T +1 416 932 6031
F +1 416 932 6266

mtallat@kvsadvisory.com

kvsadvisory.com

May 11, 2022

Tenant of Unit
Specified on Schedule "A" hereto
30 Roehampton Avenue
Toronto, ON

Dear Sir/Madame:

Re: Receivership of 30 Roe Investments Corp. (CV-22-00674810-00CL)

Pursuant to an Order (Appointing Receiver) of the Ontario Superior Court of Justice (Commercial List) dated May 9, 2022 (the "**Receivership Order**"), KSV Restructuring Inc. was appointed as receiver and manager (in such capacity, the "**Receiver**") of certain property of 30 Roe Investments Corp. (the "**Debtor**"), including the condominium unit which you lease as specified on Schedule "A" hereto (the "**Unit**"). A copy of the Receivership Order is available on the Receiver's website at: www.kvsadvisory.com/experience/case/30-roe-investments-corp-corp-.

Pursuant to the Receivership Order, the Receiver is empowered and authorized to, among other things, receive and collect all rent payments in respect of the Property (see paragraph 3(f) of the Receivership Order). Accordingly, please be advised that, effective immediately, all rent or other payments with respect to your Unit are to be paid directly to the Receiver.

To assist in transitioning payment of rent to the Receiver, please advise the Receiver as soon as possible if you are paying rent by direct debit or cheque. The Receiver will attempt to work with management of the Debtor to continue the existing payment system and will provide you with additional information regarding payment matters before June 1, 2022.

In addition to the foregoing, pending further written notice from the Receiver, all matters with respect to your Unit must be directed to the Receiver's attention only.

Should you have any questions with respect to these matters, you may contact Murtaza Tallat of the Receiver's office by email to mtallat@kvsadvisory.com or by phone at 416.932.6031.

Yours very truly,

KSV RESTRUCTURING INC.
IN ITS CAPACITY AS RECEIVER AND MANAGER
OF CERTAIN PROPERTY OF 30 ROE INVESTMENTS CORP.
AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY

SCHEDULE "A"
LISTING OF UNITS

1. Unit PH01, 30 Roehampton Avenue, Toronto, ON M4P 0B9
2. Unit PH02, 30 Roehampton Avenue, Toronto, ON M4P 0B9
3. Unit PH03, 30 Roehampton Avenue, Toronto, ON M4P 0B9
4. Unit PH04, 30 Roehampton Avenue, Toronto, ON M4P 0B9
5. Unit PH05, 30 Roehampton Avenue, Toronto, ON M4P 0B9
6. Unit PH06, 30 Roehampton Avenue, Toronto, ON M4P 0B9
7. Unit PH07, 30 Roehampton Avenue, Toronto, ON M4P 0B9
8. Unit PH08, 30 Roehampton Avenue, Toronto, ON M4P 0B9
9. Unit PH09, 30 Roehampton Avenue, Toronto, ON M4P 0B9

Appendix “H”



SOLMON ROTHBART
TOURGIS SLODOVNICK LLP

NANCY J. TOURGIS
T: 416-947-1093 (Ext. 342)
F: 416-947-0079
ntourgis@srtslegal.com

May 11, 2022

Sent by Email: carmstrong@goodmans.ca
bcaldwell@goodmans.ca

Chris Armstrong
Brennan Caldwell
GOODMANS LLP
Bay Adelaide Centre – West Tower
333 Bay Street, Suite 3400
Toronto, ON, M5H 2S7

Dear Counsel:

Re: 30 Roe Investments Corp. ats Kingsett Mortgage Corp.
CV-22-00674810-00CL
Our File: 18801

You have received the Notice of Appeal.

The Receivership Order of Justice Cavanaugh is stayed pursuant to Sections 193 and 195 of the *BIA* as of the filing of the Notice of Appeal at (approximately) 4:30 pm yesterday. Our client expects KVS Restructuring Inc. (“KVS”) to act accordingly and not take any steps with respect to its appointment. Please confirm your client’s agreement forthwith.

Further, we understand that KVS delivered letters to the unit holders/tenants today. Those letters are of no force and effect.

Yours very truly,

SOLMON ROTHBART TOURGIS SLODOVNICK LLP

Nancy J. Tourgis

Nancy J. Tourgis
NJT/js

cc. Joshua Foster - fosterj@bennettjones.com
Sean Zweig - zweigs@bennettjones.com
Richard Swan - swanr@bennettjones.com
Ben Frydenberg - ben@chaitons.com
Darren Marr - dmarr@chaitons.com

Appendix “I”



SOLMON ROTHBART
TOURGIS SLODOVNICK LLP

NANCY J. TOURGIS
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ntourgis@srtslegal.com

May 12, 2022

Sent by Email: carmstrong@goodmans.ca
bcaldwell@goodmans.ca

Chris Armstrong
Brennan Caldwell
GOODMANS LLP
Bay Adelaide Centre – West Tower
333 Bay Street, Suite 3400
Toronto, ON, M5H 2S7

Dear Counsel:

Re: 30 Roe Investments Corp. ats Kingsett Mortgage Corp.
CV-22-00674810-00CL
Our File: 18801

KVS has been on notice of the appeal since yesterday, when Kingsett was served, or at the very least, by 3:13 pm yesterday.

The Order of Justice Cavanaugh appoints KVS as a court-appointed receiver of the real property and the undertakings/assets of 30 Roe Investments Corp. The real property is 30 Roehampton Avenue; its registered owner is 30 Roe Investments Corp. even after the appointment of KVS. Said another way, KVS is not the owner of the property.

KVS has not only acted as court-appointed receiver in the face of the stay, but it has also misrepresented itself to occupants of the building by stating that there has been a change in ownership. There has not been a change in ownership. This must be corrected immediately and we require the confirmation that KVS is respecting the stay.

Yours very truly,

SOLMON ROTHBART TOURGIS SLODOVNICK LLP

Nancy J. Tourgis

Nancy J. Tourgis
NJT/js

cc. Joshua Foster - fosterj@bennettjones.com
Sean Zweig - zweigs@bennettjones.com
Richard Swan - swanr@bennettjones.com



Ben Frydenberg - ben@chaitons.com
Darren Marr - dmarr@chaitons.com

Appendix “J”



Barristers & Solicitors
Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, Ontario M5H 2S7
Telephone: 416.979.2211
Facsimile: 416.979.1234
goodmans.ca

Direct Line: 416.849.6013
carmstrong@goodmans.ca

May 12, 2022

Danson & Zucker
701-375 University Ave.
Toronto, ON M5G 2J5

Attn: Symon Zucker

Solmon Rothbart Tourgis Slodovnick LLP
375 University Avenue, Suite 701
Toronto, ON M5G 2J5

Attn: Nancy Tourgis

Dear Mr. Zucker and Ms. Tourgis:

Re: Receivership of 30 Roe Investments Corp. (Court File No.: CV-22-00674810-00CL)

As you know, we are counsel to KSV Restructuring Inc. in its capacity as the Court-appointed receiver and manager (the “**Receiver**”) of certain property of 30 Roe Investments Corp. (the “**Debtor**”) pursuant to the Order (Appointing Receiver) of the Ontario Superior Court of Justice dated May 9, 2022 (the “**Receivership Order**”). Capitalized terms used herein and not otherwise defined have the meaning given to them in the Receivership Order.

We write further to our correspondence to Mr. Zucker of May 10, 2022, requesting certain Records from the Debtor pursuant to the terms of the Receivership Order by no later than 5:00 pm (Toronto time) on May 11, 2022. A copy of this letter is enclosed for ease of reference. To date, we have not received any of the requested Records. We iterate the Receiver’s request for the Records. Please advise immediately if the Debtor intends to provide the Records and, if so, when.

We also write in response to Ms. Tourgis’ letters to us of May 11 and 12, 2022, advising of the Debtor’s view that the Receivership Order is stayed as a result of its filing of a Notice of Appeal. The Receiver is of the view that the Debtor requires leave from the Ontario Court of Appeal to appeal the Receivership Order, and that there is no stay of the Receivership Order unless and until leave is granted by the Court of Appeal: see *Buduchnist Credit Union Limited v. 2321197 Ontario Inc.*, 2019 ONCA 588 at para. 12 and *Cosa Nova Fashions Ltd. v. The Midas Investment Corporation*, 2021 ONCA 581 at para. 35. As such, the Receivership Order remains in full force and effect. Regarding the allegations in Ms. Tourgis’ letter of May 12, 2022, they are inaccurate and do not warrant further comment.

Given the differing views of the parties as to the status of the Receivership Order, the Receiver believes it would be most productive for the parties to discuss: (i) a means through which the foregoing issue can be determined expeditiously; and (ii) whether there is the possibility of a consensual arrangement being reached regarding, among other things, preservation of the Property and rent payments by the Receiver pending such determination. Please advise of your availability for a telephone conference tomorrow or Monday in this regard.

The Receiver reserves all rights with respect to these matters, including, without limitation, to seek relief from the Court in furtherance of the Receiver’s request for Records and otherwise in

connection with the Receivership Order, as well as to continue to exercise the rights and powers granted to it under the Receivership Order.

Yours truly,

Goodmans LLP



Christopher Armstrong
CA/cag

Encl.

cc. Richard Swan, Sean Zweig and Joshua Foster, *Bennett Jones LLP*

7271013



Barristers & Solicitors
Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, Ontario M5H 2S7
Telephone: 416.979.2211
Facsimile: 416.979.1234
goodmans.ca

Direct Line: 416.849.6013
carmstrong@goodmans.ca

May 9, 2022

Danson & Zucker
701-375 University Ave.
Toronto, ON M5G 2J5

Attn: Symon Zucker

Dear Mr. Zucker:

Re: Receivership of 30 Roe Investments Corp. (Court File No.: CV-22-00674810-00CL)

We are counsel to KSV Restructuring Inc. in its capacity as the Court-appointed receiver and manager (the “**Receiver**”) of certain property of 30 Roe Investments Corp. (the “**Debtor**”) pursuant to the Order (Appointing Receiver) of the Ontario Superior Court of Justice dated May 9, 2022 (the “**Receivership Order**”). Capitalized terms used herein and not otherwise defined have the meaning given to them in the Receivership Order.

The Receivership Order requires all Persons to, *inter alia*, advise the Receiver of the existence of any Records in that Person’s possession and control and to provide such Records to the Receiver.

This letter is to request that, pursuant to the terms of the Receivership Order, your client immediately provide the following Records to the Receiver:

1. Confirmation of insurance with respect to the Real Property and copies of all insurance policies relating to the Real Property;
2. A listing of the creditors of the Debtor, including their addresses and amounts owing to each creditor;
3. A listing of whether each condominium unit comprising the Real Property is currently vacant or leased, and a copy of all leases pertaining to the Real Property (the “**Leases**”);
4. Details of all bank accounts of the Debtor, including bank, branch location, account number and current balance; and
5. Details of all Property aside from the Real Property and the Leases.

The Receiver requires these Records by 5:00 pm (Toronto time) on May 10, 2022. Please email these Records to the Receiver’s legal counsel at carmstrong@goodmans.ca. This is a preliminary request and the Receiver will likely have further requests for Records from the Debtor in the coming days. Please also be advised the Receiver intends to contact the tenants of the Real Property and advise them of the Receivership Order, including the requirement to pay rent to the Receiver effective immediately.

Yours truly,

Goodmans LLP



Christopher Armstrong
CA/cag

7270391

Appendix “K”



Barristers & Solicitors
Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, Ontario M5H 2S7
Telephone: 416.979.2211
Facsimile: 416.979.1234
goodmans.ca

Direct Line: 416.849.6013
carmstrong@goodmans.ca

June 13, 2022

Danson & Zucker
701-375 University Ave.
Toronto, ON M5G 2J5

Attn: Symon Zucker

Solmon Rothbart Tourgis Slodovnick LLP
375 University Avenue, Suite 701
Toronto, ON M5G 2J5

Attn: Nancy Tourgis

Dear Mr. Zucker and Ms. Tourgis:

Re: Receivership of 30 Roe Investments Corp. (Court File No.: CV-22-00674810-00CL)

As you know, we are counsel to KSV Restructuring Inc. in its capacity as the Court-appointed receiver and manager (the “**Receiver**”) of certain property of 30 Roe Investments Corp. (the “**Debtor**”) pursuant to the Order (Appointing Receiver) of the Ontario Superior Court of Justice dated May 9, 2022 (the “**Receivership Order**”). Capitalized terms used herein and not otherwise defined have the meaning given to them in the Receivership Order.

We write further to our correspondence to Mr. Zucker of May 9, 2022, requesting certain Records from the Debtor pursuant to the terms of the Receivership Order by no later than 5:00 pm (Toronto time) on May 10, 2022, our further correspondence of May 12, 2022, our follow-up email of May 16, 2022, our subsequent telephone conferences with Ms. Tourgis during the week of May 16 and our follow-up emails to Ms. Tourgis of May 19, 20, 24 and 27, 2022. A copy of our May 9, 2022, letter is enclosed for ease of reference.

As you are no doubt aware, earlier today the Ontario Court of Appeal granted Kingsett Mortgage Corporation’s motion to quash the Debtor’s appeal of the Receivership Order and also refused the Debtor’s motion for leave to appeal the Receivership Order. As such, there can now be no dispute that the Receivership Order is in full force and effect (and is not subject to a stay). Accordingly, we hereby reiterate the Receiver’s request for the Records requested in our letter of May 9, 2022 and demand they be provided **by no later than 5:00pm (Toronto time) on June 14, 2022**. For clarity, the Records the Receiver requires are:

1. Confirmation of insurance with respect to the Real Property and copies of all insurance policies relating to the Real Property;
2. A listing of the creditors of the Debtor, including their addresses and amounts owing to each creditor;
3. A listing of whether each condominium unit comprising the Real Property is currently vacant or leased, and a copy of all leases pertaining to the Real Property (the “**Leases**”);

4. Details of all bank accounts of the Debtor, including bank, branch location, account number and current balance; and
5. Details of all Property aside from the Real Property and the Leases.

Please email these Records to the Receiver's legal counsel at carmstrong@goodmans.ca. This is a preliminary request and the Receiver will likely have further requests for Records from the Debtor in the coming days. To the extent we do not receive the requested Records by the specified deadline, be advised the Receiver will assume the Debtor does not intend to comply with the Receivership Order and will seek such relief from the Court in this regard as it deems fit.

Please also be advised the Receiver intends to re-contact the tenants of the Real Property and advise them of the Receivership Order, today's decisions of the Ontario Court of Appeal, and the requirement to pay all rent to the Receiver. Any attempt by the Debtor to interfere with the Receiver in this regard or otherwise with respect to the payment of rent to the Receiver would constitute a breach of the Receivership Order and we hereby put your client on notice of same.

The Receiver continues to reserve all rights with respect to these matters, including, without limitation, to seek relief from the Court in furtherance of the Receiver's request for Records and otherwise in connection with the Receivership Order.

Yours truly,

Goodmans LLP



Christopher Armstrong
CA/cag

Encl.

7279931



Barristers & Solicitors
Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, Ontario M5H 2S7
Telephone: 416.979.2211
Facsimile: 416.979.1234
goodmans.ca

Direct Line: 416.849.6013
carmstrong@goodmans.ca

May 9, 2022

Danson & Zucker
701-375 University Ave.
Toronto, ON M5G 2J5

Attn: Symon Zucker

Dear Mr. Zucker:

Re: Receivership of 30 Roe Investments Corp. (Court File No.: CV-22-00674810-00CL)

We are counsel to KSV Restructuring Inc. in its capacity as the Court-appointed receiver and manager (the “**Receiver**”) of certain property of 30 Roe Investments Corp. (the “**Debtor**”) pursuant to the Order (Appointing Receiver) of the Ontario Superior Court of Justice dated May 9, 2022 (the “**Receivership Order**”). Capitalized terms used herein and not otherwise defined have the meaning given to them in the Receivership Order.

The Receivership Order requires all Persons to, *inter alia*, advise the Receiver of the existence of any Records in that Person’s possession and control and to provide such Records to the Receiver.

This letter is to request that, pursuant to the terms of the Receivership Order, your client immediately provide the following Records to the Receiver:

1. Confirmation of insurance with respect to the Real Property and copies of all insurance policies relating to the Real Property;
2. A listing of the creditors of the Debtor, including their addresses and amounts owing to each creditor;
3. A listing of whether each condominium unit comprising the Real Property is currently vacant or leased, and a copy of all leases pertaining to the Real Property (the “**Leases**”);
4. Details of all bank accounts of the Debtor, including bank, branch location, account number and current balance; and
5. Details of all Property aside from the Real Property and the Leases.

The Receiver requires these Records by 5:00 pm (Toronto time) on May 10, 2022. Please email these Records to the Receiver’s legal counsel at carmstrong@goodmans.ca. This is a preliminary request and the Receiver will likely have further requests for Records from the Debtor in the coming days. Please also be advised the Receiver intends to contact the tenants of the Real Property and advise them of the Receivership Order, including the requirement to pay rent to the Receiver effective immediately.

Yours truly,

Goodmans LLP

A handwritten signature in black ink, appearing to read 'C. Armstrong', with a stylized flourish at the end.

Christopher Armstrong
CA/cag

7270391

Appendix “L”



SOLMON ROTHBART
TOURGIS SLODOVNICK LLP

NANCY J. TOURGIS
T: 416-947-1093 (Ext. 342)
F: 416-947-0079
ntourgis@srtslegal.com

June 14, 2022

Sent by Email: carmstrong@goodmans.ca
bcaldwell@goodmans.ca

Chris Armstrong
Brennan Caldwell
GOODMANS LLP
Bay Adelaide Centre – West Tower
333 Bay Street, Suite 3400
Toronto, ON, M5H 2S7

Dear Counsel:

Re: 30 Roe Investments Corp. ats Kingsett Mortgage Corp.
CV-22-00674810-00CL
Our File: 18801

Attached please find security video. This was taken by the security system on the penthouse floor.

It is clear that a representative of the Receiver informed multiple tenants/guests that there was a “new owner”. This concerned our client so we wrote with that information, and it was denied by the Receiver that the statement was made. Clearly, that is not correct.

Our client has grave concerns with respect to this conduct and the independence of the Receiver as court appointed officer.

Our client takes the position that KVS Advisory Inc. should not be the receiver. It is in the process of contacting other possible receivers that may be prepared to act. Our client requires that the receiver be independent and accurate in its dealings with the tenants/residents.



We ask that the replacement in appointment be made forthwith, failing which, our client will consider its rights respecting court ordered replacement.

Yours very truly,

SOLMON ROTHBART TOURGIS SLODOVNICK LLP

Nancy J. Tourgis

Nancy J. Tourgis
NJT/js

cc. Richard Swan

Appendix “M”



Murtaza Tallat
ksv advisory inc.

150 King Street West, Suite 2308
Toronto, Ontario, M5H 1J9
T +1 416 932 6031
F +1 416 932 6266
mtallat@ksvadvisory.com
ksvadvisory.com

June 14, 2022

Tenant of Unit
Specified on Schedule "A" hereto
30 Roehampton Avenue
Toronto, ON M4P 0B9

Dear Sir/Madam:

Re: Receivership of 30 Roe Investments Corp. (CV-22-00674810-00CL)

As you were previously advised by letter dated May 11, 2022, pursuant to an Order (Appointing Receiver) of the Ontario Superior Court of Justice (Commercial List) dated May 9, 2022 (the "**Receivership Order**"), KSV Restructuring Inc. was appointed as receiver and manager (in such capacity, the "**Receiver**") of certain property of 30 Roe Investments Corp. (the "**Debtor**"), including the condominium unit which you lease as specified on Schedule "A" hereto and any related storage unit or parking space (the "**Unit**"). A copy of the Receivership Order is available on the Receiver's website at: www.ksvadvisory.com/experience/case/30-roe-investments-corp-.

Following the issuance of the Receivership Order and our May 11th letter, the Debtor sought to appeal the Receivership Order to the Ontario Court of Appeal and took the position that the Receivership Order was stayed. In response, the applicant in the receivership proceedings brought a motion to quash the Debtor's appeal, which motion was heard on June 13, 2022, together with a motion by the Debtor seeking leave to appeal the Receivership Order.

On June 13, 2022, the Ontario Court of Appeal granted the applicant's motion to quash the Debtor's appeal and also dismissed the Debtor's motion for leave to appeal. **As such, the Receivership Order is in full force and effect.**

Accordingly, effective immediately, all rent or other payments with respect to your Unit are to be paid directly to the Receiver as follows:

- Payee: KSV Restructuring Inc., Receiver of 30 Roe Investments Corp.
- Address: Attention: Murtaza Tallat
KSV Advisory Inc.
150 King St W #2308
Toronto, ON M5H 1J9

To assist in transitioning payment of rent to the Receiver, please advise the Receiver as soon as possible if you are paying rent by direct debit or cheque. In the event you have provided post-dated cheques to the Debtor, we request that you cancel them immediately and follow the payment instructions provided above.

In addition, please provide a copy of your lease for the Unit to the Receiver (by email to mtallat@ksvadvisory.com) as soon as possible and by no later than June 24, 2022.

Finally, please be advised that, pending further written notice from the Receiver, all matters with respect to your Unit must be directed to the Receiver's attention only. Pursuant to the terms of the Receivership Order, the Debtor no longer has any authority over the Unit.

Should you have any questions with respect to these matters, you may contact Murtaza Tallat of the Receiver's office by email to mtallat@ksvadvisory.com or by phone at 416.932.6031.

Yours truly,

**KSV RESTRUCTURING INC.
IN ITS CAPACITY AS RECEIVER AND MANAGER
OF CERTAIN PROPERTY OF 30 ROE INVESTMENTS CORP.
AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY**

A handwritten signature in black ink, appearing to read 'M. Tallat', with a long horizontal flourish extending to the right.

Per: Murtaza Tallat

SCHEDULE "A"

LISTING OF UNITS

No.	Description	Address
1	UNIT 1, LEVEL 34, TORONTO STANDARD CONDOMINIUM PLAN NO. 2559	1 PENTHOUSE, 30 ROEHAMPTON AVENUE TORONTO, ON, M4P 0B9
2	UNIT 2, LEVEL 34, TORONTO STANDARD CONDOMINIUM PLAN NO. 2559	2 PENTHOUSE, 30 ROEHAMPTON AVENUE TORONTO, ON, M4P 0B9
3	UNIT 3, LEVEL 34, TORONTO STANDARD CONDOMINIUM PLAN NO. 2559	3 PENTHOUSE, 30 ROEHAMPTON AVENUE TORONTO, ON, M4P 0B9
4	UNIT 4, LEVEL 34, TORONTO STANDARD CONDOMINIUM PLAN NO. 2559	4 PENTHOUSE, 30 ROEHAMPTON AVENUE TORONTO, ON, M4P 0B9
5	UNIT 5, LEVEL 34, TORONTO STANDARD CONDOMINIUM PLAN NO. 2559	5 PENTHOUSE, 30 ROEHAMPTON AVENUE TORONTO, ON, M4P 0B9
6	UNIT 6, LEVEL 34, TORONTO STANDARD CONDOMINIUM PLAN NO. 2559	6 PENTHOUSE, 30 ROEHAMPTON AVENUE TORONTO, ON, M4P 0B9
7	UNIT 7, LEVEL 34, TORONTO STANDARD CONDOMINIUM PLAN NO. 2559	7 PENTHOUSE, 30 ROEHAMPTON AVENUE TORONTO, ON, M4P 0B9
8	UNIT 8, LEVEL 34, TORONTO STANDARD CONDOMINIUM PLAN NO. 2559	8 PENTHOUSE, 30 ROEHAMPTON AVENUE TORONTO, ON, M4P 0B9
9	UNIT 9, LEVEL 34, TORONTO STANDARD CONDOMINIUM PLAN NO. 2559	9 PENTHOUSE, 30 ROEHAMPTON AVENUE TORONTO, ON, M4P 0B9

Appendix “N”



Barristers & Solicitors
Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, Ontario M5H 2S7
Telephone: 416.979.2211
Facsimile: 416.979.1234
goodmans.ca

Direct Line: 416.849.6013
carmstrong@goodmans.ca

June 15, 2022

Solmon Rothbart Tourgis Slodovnick LLP
375 University Avenue, Suite 701
Toronto, ON M5G 2J5

Attn: Nancy Tourgis

Dear Ms. Tourgis:

Re: Receivership of 30 Roe Investments Corp. (Court File No.: CV-22-00674810-00CL)

We write in reply to your letter of June 14, 2022, as well as further to our letter of June 13, 2022, demanding certain Records from your client pursuant to the Order (Appointing Receiver) of the Ontario Superior Court of Justice dated May 9, 2022 (the “**Receivership Order**”). Capitalized terms used herein and not otherwise defined have the meaning given to them in the Receivership Order.

Regarding your letter of June 14, 2022, and the video enclosed therewith, we can advise as follows:

1. The Receiver was not aware of this video or its contents until Mr. Zar advised the Receiver’s counsel of the video following the Ontario Court of Appeal hearing on June 13, 2022;
2. Although the individuals speaking in the video advise they are “from KSV”, they are, in fact, representatives of an independent contractor engaged by the Receiver to deliver a letter from the Receiver to the tenants of the condo units dated May 11, 2022 (the “**Tenant Letter**”). Among other things, the Tenant Letter advises of the appointment of the Receiver, provides a link to the copy of the Receivership Order posted on the Receiver’s website, and advises the Receiver is empowered and authorized to receive and collect all rent payments. A copy of the Tenant Letter is enclosed for your reference;
3. Although we acknowledge it appears representatives of the contractor used the words “owner changing” (or similar words) in their brief discussions with some tenants, it was in the context of delivering a copy of the Tenant Letter and advising all the information needed was in the Tenant Letter;
4. At its highest, the video appears to show representatives of the contractor engaged by the Receiver using incorrect terminology to describe the legal effect of the Receivership Order while at the same time delivering a copy of the Tenant Letter, which provided a link to the Receivership Order and described its contents accurately. As such, there is little, if any, risk of any actual misunderstanding on the part of the tenants. The Receiver has also recently delivered a further letter to tenants to again advise of the Receivership Order,

including the results of the recent hearing at the Ontario Court of Appeal. In the Receiver's view, the Tenant Letter and this further letter will ensure that all tenants have a complete and accurate understanding of the current situation; and

5. The Receiver has considered the concerns of your client articulated in your letter, and has determined that the discussions shown on the video do not undermine either the Receiver's independence or the conduct of the receivership. Accordingly, it is of the view that there is no basis to replace the Receiver.

Regarding our correspondence of June 13, 2022, we note that your client has (again) failed to deliver the Records demanded by the Receiver notwithstanding our numerous requests and demands, the clear provisions of the Receivership Order requiring it do so, and the recent decisions of the Ontario Court of Appeal that make clear the Receivership Order is in full force and effect. Accordingly, we are putting your client on notice it is in breach of the Receivership Order and that the Receiver intends to bring a motion to the Court to address these matters. The Receiver also intends to bring a motion to the Court at the same time seeking approval of a sale process in respect of the Property. The Commercial List Office has advised July 7, 2022, is available. Please confirm your availability for a hearing on this day by 3:00 pm (Toronto time) tomorrow so that we may confirm the time with the Court office.

The Receiver continues to reserve all rights with respect to these matters.

Yours truly,

Goodmans LLP



Christopher Armstrong
CA/cag

Encl.
7280452



Murtaza Tallat
ksv advisory inc.

150 King Street West, Suite 2308
Toronto, Ontario, M5H 1J9
T +1 416 932 6031
F +1 416 932 6266

mtallat@ksvadvisory.com
ksvadvisory.com

May 11, 2022

Tenant of Unit
Specified on Schedule "A" hereto
30 Roehampton Avenue
Toronto, ON

Dear Sir/Madame:

Re: Receivership of 30 Roe Investments Corp. (CV-22-00674810-00CL)

Pursuant to an Order (Appointing Receiver) of the Ontario Superior Court of Justice (Commercial List) dated May 9, 2022 (the "**Receivership Order**"), KSV Restructuring Inc. was appointed as receiver and manager (in such capacity, the "**Receiver**") of certain property of 30 Roe Investments Corp. (the "**Debtor**"), including the condominium unit which you lease as specified on Schedule "A" hereto (the "**Unit**"). A copy of the Receivership Order is available on the Receiver's website at: www.ksvadvisory.com/experience/case/30-roe-investments-corp-

Pursuant to the Receivership Order, the Receiver is empowered and authorized to, among other things, receive and collect all rent payments in respect of the Property (see paragraph 3(f) of the Receivership Order). Accordingly, please be advised that, effective immediately, all rent or other payments with respect to your Unit are to be paid directly to the Receiver.

To assist in transitioning payment of rent to the Receiver, please advise the Receiver as soon as possible if you are paying rent by direct debit or cheque. The Receiver will attempt to work with management of the Debtor to continue the existing payment system and will provide you with additional information regarding payment matters before June 1, 2022.

In addition to the foregoing, pending further written notice from the Receiver, all matters with respect to your Unit must be directed to the Receiver's attention only.

Should you have any questions with respect to these matters, you may contact Murtaza Tallat of the Receiver's office by email to mtallat@ksvadvisory.com or by phone at 416.932.6031.

Yours very truly,

KSV RESTRUCTURING INC.
IN ITS CAPACITY AS RECEIVER AND MANAGER
OF CERTAIN PROPERTY OF 30 ROE INVESTMENTS CORP.
AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY

SCHEDULE "A"
LISTING OF UNITS

1. Unit PH01, 30 Roehampton Avenue, Toronto, ON M4P 0B9
2. Unit PH02, 30 Roehampton Avenue, Toronto, ON M4P 0B9
3. Unit PH03, 30 Roehampton Avenue, Toronto, ON M4P 0B9
4. Unit PH04, 30 Roehampton Avenue, Toronto, ON M4P 0B9
5. Unit PH05, 30 Roehampton Avenue, Toronto, ON M4P 0B9
6. Unit PH06, 30 Roehampton Avenue, Toronto, ON M4P 0B9
7. Unit PH07, 30 Roehampton Avenue, Toronto, ON M4P 0B9
8. Unit PH08, 30 Roehampton Avenue, Toronto, ON M4P 0B9
9. Unit PH09, 30 Roehampton Avenue, Toronto, ON M4P 0B9

Appendix “O”

June 16, 2022

DELIVERED VIA EMAIL

Goodmans LLP
333 Bay Street, Suite 3400
Toronto ON, M5H 2S7
Att: Christopher Armstrong

Dear Mr. Armstrong

Re: Receivership of 30 Roe Investments Corp. (Cour File. No.: CV-22-00674810-00CL)

We write in response to your letter dated June 15, 2022

The video of KSV Restructuring Inc. (“KSV”) misrepresenting itself to guests and tenants staying at Roe Suites is deeply disturbing. KSV denied this incident occurred, and you are only now acknowledging the misrepresentation after we provided you with video evidence proving it occurred. The explanation offered in your June 15, 2022 letter cannot be true in light of the other video recording taken in the other hallway. We have reported this matter to the Office of the Superintendent of Bankruptcy.

In light of the preceding, we will be showing the videos to the court with the signed consent from an alternative receiver prepared to act.

Without prejudice to the preceding, and out of respect for the court, and until the court approves the appointment of the alternative receiver, we will cooperate with you and provide the information you requested in your June 13, 2022 letter. In this regard, we require clarification from you on the list. Please advise your availability for a short phone call today.

Regarding your proposed July 7, 2022 court attendance, I have surgery that week but am available the following week, except for the week of July 25, 2022.

Yours truly,

30 ROE INVESTMENTS CORP.

Per: “*Raymond Zar*”

Raymond Zar

Appendix “P”



Barristers & Solicitors
Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, Ontario M5H 2S7
Telephone: 416.979.2211
Facsimile: 416.979.1234
goodmans.ca

Direct Line: 416.849.6013
carmstrong@goodmans.ca

June 22, 2022

30 Roe Investments Corp.
2 Bloor St. East, Suite 3500
Toronto ON M4W 1A8

Attn: Raymond Zar

Dear Mr. Zar:

Re: Receivership of 30 Roe Investments Corp. (Court File No.: CV-22-00674810-00CL)

Thank you for your letter of June 21, 2022, providing certain of the information and records requested by the Receiver, as well as your acknowledgement that the Debtor will cooperate with the Receiver moving forward.¹ We do not intend to further address the allegations against the Receiver referenced in your letter, for which you have our response by letter to your former counsel dated June 15, 2022.

The Receiver has reviewed your letter and its enclosures and has two follow-up requests at this time:

1. **List of creditors, including their addresses and amounts owing to each creditors.** We acknowledge your advice that you require further time to compile a list of creditors, but note that we have been requesting this information since May 9, 2022. Please provide this list by no later than end of day this Friday, June 24, 2022.
2. **Details of all Property aside from the Real Property and all leases pertaining to the Real Property.** We note you did not address this inquiry in your response. Please confirm that aside from (i) the Real Property, (ii) the RBC bank account (the “**Bank Account**”) (and funds on deposit therein) identified in your letter, and (iii) receivables owing to the Debtor in connection with the Property (e.g. rent) that will be deposited into the Bank Account, there is no other Property of which you are aware.

The Receiver continues to review matters and may have additional requests for Records as matters advance.

Regarding the Bank Account and potential payment of expenses, the Receiver asked RBC to freeze withdrawals/debits from the Bank Account and has had the funds on deposit therein transferred to the Receiver’s account. The Receiver is not prepared to agree to your request to authorize all preauthorized debits from the Bank Account under \$1,000; however, the Receiver will consider

¹ Capitalized terms used herein and not otherwise defined have the meaning given to them in the Order (Appointing Receiver) of the Ontario Superior Court of Justice dated May 9, 2022 (the “**Receivership Order**”).

authorizing specific payments of critical expenses. Please provide a listing of the critical expenses (including specific payees, amounts and due dates) as soon as possible for consideration by the Receiver.

In addition, to avoid any confusion regarding the impact of the Receivership Order, we would like to emphasize the Receiver is empowered and authorized to deal with the Property (including the Real Property) to the exclusion of all other Persons, including the Debtor. Accordingly, the Debtor should be taking no steps to deal with any of the Property, including, without limitation, seeking to rent any of the Real Property.

Finally, further to our prior correspondence, we can confirm that 1 hour of Court time has been scheduled for **July 18, 2022, at 12:00 pm**, for a motion to be brought by the Receiver seeking approval of a sale process for the Real Property. Motion materials will be served in due course. The Receiver also reserves the right to use that Court time to seek any other relief it considers fit, including as relates to accessing information and records of the Debtor. We acknowledge your prior advice that you are pursuing a refinancing, which you have advised may occur as soon as June 30, 2022. The Receiver and the secured lenders will require time to consider any refinancing proposal and we would therefore appreciate receiving documentation relating to the refinancing (which we have previously requested) as soon as possible. The Receiver remains available to work with the parties to see if a consensual refinancing can be achieved.

Yours truly,

Goodmans LLP



Christopher Armstrong
CA/cag

Encl.
7282605

Appendix “Q”

June 29, 2022

DELIVERED VIA EMAIL

Goodmans LLP
333 Bay Street, Suite 3400
Toronto ON, M5H 2S7
Att: Christopher Armstrong

Dear Mr. Armstrong:

Re: Receivership of 30 Roe Investments Corp. (Court File. No.: CV-22-00674810-00CL)

We write in response to your letter dated June 22, 2022.

Without repeating our June 15, 2022 letter, it remains our view that KSV's misrepresentation, as captured on video, disqualifies KSV from acting as Receiver. Without prejudice to the preceding, and out of respect for the court, and until the court approves the appointment of the alternative Receiver, you can expect our continued compliance with the order.

1. The Receiver has information about the senior lender and junior lender.

We require more time to compile a list of other creditors. We note there is no urgency.

2. The Real Property is operated by Roe Suites and fully occupied; all income continues to be deposited directly to the frozen Bank Account.

We continue to operate Roe Suites and provide guests with the services they are contractually entitled to, including housekeeping, maintenance, and guest services. All income derived is deposited automatically to the frozen Bank Account. We repeat our willingness to report to the Receiver on day-to-day operations.

3. The Receiver has information about the Real Property, the frozen Bank Account, and the Receivables deposited into the frozen Bank Account.

We are in the process of compiling an inventory of contents in the Real Property. This is time-consuming as arrangements must be made with guests under COVID protocols.

- 4. On June 21, 2022, the Receiver took \$29,920.34 from the frozen Bank Account and caused a \$105.03 telecom bill to return NSF the same day.**

In light of the uncertainty about the Receiver's appointment and the potential replacement motion, it is improper for the Receiver to withdraw funds for unknown purposes and cause critical preauthorized debits to be returned NSF. We ask that the Receiver immediately return the \$29,920.34 to the frozen Bank Account until further order of the court.

- 5. The Receiver should allow preauthorized debits for Insurance, Hydro, Telecom, and Condo Fees to be withdrawn from the frozen Bank Account without delay.**

The Receiver has not provided an explanation for declining our request that these preauthorized debits be paid. The Receiver's unreasonable position will cause significant disruptions to the operation of Roe Suites; it will cause the cancellation of insurance, the registration of liens by the condominium corporation, the interruption of critical communication services, and jeopardize the income we continue to deposit to the frozen Bank Account by operating Roe Suites.

We do not believe the Receiver's decision is in the best interest of stakeholders. We request that the Receiver immediately (before the first of the month) instruct RBC to allow all preauthorized debits of \$1,000 or less (including but not limited to the below listing) to go through the Bank Account without delay:

Pre Authorized Debit	Week of the month	Amount
INSURANCE INTACT INS. CO.	First Week	263.26
MISC PAYMENT TSCC 2559	First Week	483.19
MISC PAYMENT TSCC 2559	First Week	496.51
MISC PAYMENT TSCC 2559	First Week	526.95
MISC PAYMENT TSCC 2559	First Week	603.79
MISC PAYMENT TSCC 2559	First Week	647.75
MISC PAYMENT TSCC 2559	First Week	652.38
MISC PAYMENT TSCC 2559	First Week	715.50
MISC PAYMENT TSCC 2559	First Week	716.72
MISC PAYMENT TSCC 2559	First Week	812.70
SERVICE FEE	First Week	32.50
ACCOUNT PAYABLE PMT	Third Week	25.00
TELEPHONE BILL PMT BELL	Fourth Week	105.03
TELEPHONE BILL PMT ROGERS	Fourth Week	222.50



6. The Receiver closed 30 Roe's RBC Credit Card account without notice jeopardizing various preauthorized payments required to operate Roe Suites

First, the RBC credit card balance is preauthorized to be paid from the Bank Account. That balance must be paid immediately, and failure to do so will adversely impact the personal credit report of this writer. Second, the RBC Credit Card is required for various small payments that can only be made by credit card. Third, it is one thing to freeze a credit facility such as a credit card; it is another to decide to amend a credit facility altogether by converting it into a loan, which is what the Receiver has done.

We ask that the Receiver agree to reopen the RBC Credit Card on the condition that the Receiver's approval is sought in advance for all purchases needed to operate Roe Suites.

Roe Suites is an active operating business. The Receiver has not presented a plan to take over the operations. Instead, it makes decisions without informing itself of the consequences or engaging in meaningful dialogue with the operator.

To date, the Receiver has:

- a) Disturbed and frightened guests staying at Roe Suites by going door to door and advising that "the owner has changed."
- b) Confused guests staying at Roe Suites by sending them mail directing them to pay "rent" to KSV.
- c) Withdrawn \$29,920.34 from the Bank Account without explanation.
- d) Caused a preauthorized debit of \$105.03 for telecom to return NSF.
- e) Closed 30 Roe's Credit Card without notice and stopped the payment of \$8,372.42 outstanding.
- f) Refused to allow preauthorized debits for Insurance, Hydro, Telecom and Condo Fees.

To date, 30 Roe Investments Corp. has:

- a) Agreed to cooperate with the Receiver until the court orders a replacement.
- b) Provided the Receiver with all information requested.
- c) Repeatedly invited the Receiver to meet and devise a framework for reporting.
- d) Continued operating Roe Suites and delivering housekeeping, maintenance and guest services.
- e) Ensured all income and receivables continue flowing to the frozen Bank Account.
- f) Had the parent company, Roehampton Capital Corp., pay for critical expenses required to operate Roe Suites given the Receiver froze 30 Roe's Bank Account without notice.

Mr. Armstrong – we ask, once again, that the Receiver act responsibly and with concern for all stakeholders. Disrupting the operations of Roe Suites is not in the interest of any stakeholder.

Yours truly,

30 ROE INVESTMENTS CORP.

Per: "Raymond Zar"

Raymond Zar



Appendix “R”

July 4, 2022

30 Roe Investments Corp.
2 Bloor St. East, Suite 3500
Toronto ON M4W 1A8

Attn: Raymond Zar

Dear Mr. Zar:

Re: Receivership of 30 Roe Investments Corp. (Court File No.: CV-22-00674810-00CL)

We write in reply to your letter of June 29, 2022, and with respect to certain matters pertaining to the sale process the Receiver intends to seek approval of at the July 18 Court hearing.¹

We do not think it will be productive to engage in a back and forth on all of the specifics of your letter, but suffice to say it is not an accurate recitation of the facts of this matter and also appears to reflect a fundamental misunderstanding of the impact of the Receivership Order. We would again urge the Debtor to engage legal counsel to assist it in connection with matters arising from the receivership.

Notwithstanding your stated intention to comply with the Receivership Order, you have continued to fail to provide certain of the information that you are required to provide to the Receiver pursuant to the Receivership Order. Further, you continue to deal with the Property notwithstanding the terms of the Receivership Order and our express prior direction to you in this regard. You have the Receiver's continuing demand to deliver the outstanding records and information requested and to cease dealing with the Property immediately. Without limiting the generality of the foregoing, any rent or similar payments due in connection with the Real Property must be immediately directed to the Receiver. We also note that in your correspondence of June 21, 2022, you indicated there were two "long terms leases". As previously requested, any documentation in respect of these leases must be immediately delivered to the Receiver. Further, any post-dated rent cheques in respect of these leases must also be immediately delivered to the Receiver. The Receiver reserves the right to seek such relief as it considers fit to address these matters, whether at the July 18 hearing or otherwise.

Three specific items in your letter warrant further comment:

- (i) Regarding your request to pay all pre-authorized debits of under \$1,000, the reason the Receiver is not prepared to agree to a blanket authorization is because it needs to satisfy itself as to the appropriateness of the use of any receivership funds (which, by

¹ Capitalized terms used herein and not otherwise defined have the meaning given to them in the Order (Appointing Receiver) of the Ontario Superior Court of Justice dated May 9, 2022 (the "Receivership Order").

definition, it cannot do if it grants a blanket authorization). This is why the Receiver has requested the details of upcoming critical expenses from you. You have now provided details of some expenses, which the Receiver will review and make arrangements to pay to the extent it considers appropriate.

- (ii) Aside from payment of critical expenses, to the extent you believe there are other “operational” matters the Receiver should be apprised of, a telephone conference can be arranged to discuss same. A representative of the Receiver will contact you via email to set up a time for a discussion.
- (iii) The Receiver did not cancel the Debtor’s credit card, and you should direct any inquiries regarding the Debtor’s credit card to RBC. Regarding your request that the Receiver pay the balance on the credit card, that would not be an appropriate use of receivership funds, including because we expect such a payment would not be consistent with the applicable legal priorities of the Debtor’s creditors.

As previously advised, the Receiver intends to use the July 18 Court hearing to seek approval of a sale process for the Real Property, including the residential condominium units (the “Units”). The Receiver is in the process of retaining a real estate broker, who has advised that they require access to the Units to determine a listing price and/or any modifications needed to the Units in order to prepare them for sale. Accordingly, the Receiver requires keys to the Units by end of the day today. The Receiver can arrange to have a courier pick up the keys at your office or any other place. If you do not provide the keys by the end of the day, the Receiver intends to change the locks for each of the Units and provide the tenants with a new key.

As a final matter, we note that we still have not received any documentation from you in respect of a potential refinancing. We await receipt of same further to our various prior requests.

Yours truly,

Goodmans LLP



Christopher Armstrong
CA/cag

Appendix “S”

June 21, 2022

DELIVERED VIA EMAIL

Goodmans LLP
333 Bay Street, Suite 3400
Toronto ON, M5H 2S7
Att: Christopher Armstrong

Dear Mr. Armstrong:

Re: Receivership of 30 Roe Investments Corp. (Court File. No.: CV-22-00674810-00CL)

We write in response to your letter dated June 13, 2022, requesting certain records from the owner.

Without repeating our June 15, 2022 letter, it remains our view that KSV's misrepresentation, as captured on video, disqualifies KSV from acting as Receiver. Without prejudice to the preceding, and out of respect for the court, and until the court approves the appointment of the alternative Receiver, you can expect our full cooperation and compliance with the order.

Please find below and attached, in the same numbering as your June 13, 2022 letter, our response to your request for records:

- 1. The Real Property and contents are fully insured.**
Enclosed as Exhibit 1 – Policy #5 01412746 6759 – Intact Insurance Company
- 2. The Receiver has information about the senior lender and junior lender.**
We will require additional time to compile a list of other creditors.
- 3. The Property is fully occupied by guests of Roe Suites; all payments go directly to Bank**

<i>Unit Number</i>	<i>Occupancy Type</i>	<i>Notes</i>
<i>PH01</i>	<i>Short term rental</i>	<i>Prepaid until August 27, 2022</i>
<i>PH02</i>	<i>Short term rental</i>	<i>Prepaid until August 1, 2022</i>
<i>PH03</i>	<i>Long term lease</i>	<i>Prepaid until August 1, 2022, then rented out at higher rate.</i>
<i>PH04</i>	<i>Short term rental</i>	<i>Prepaid until August 5, 2022</i>

PH05	<i>Long term lease</i>	<i>Prepaid until June 29, 2022 (post-dated cheques automatically deposited to Bank every 29th)</i>
PH06	<i>Short term rental</i>	<i>Prepaid until October 1, 2022</i>
PH07	<i>Short term rental</i>	<i>Prepaid until July 25, 2022</i>
PH08	<i>Short term rental</i>	<i>Prepaid until August 12, 2022</i>
PH09	<i>Short term rental</i>	<i>Prepaid until August 1, 2022</i>

The next three months are the busiest and most lucrative time in the travel and tourism industry. Roe Suites is yielding significant above-market rates for the Property and providing guests with superior service, including housekeeping, maintenance and guest services. This is evidenced by Airbnb awarding Roe Suites “Super Host” status placing it in the top 1% of all accommodation providers worldwide.

All payments collected from guests and occupants have and will continue to be deposited into the Bank (defined below).

4. The Bank Account remains untouched, and funds continue to be deposited to the Bank

The owner holds a chequing account at RBC Royal Bank, containing, as of this writing, \$22,652.84, with the following particulars:

*Transit: 03426 Institution: 003 Account Number: 1043116
(the “Bank”)*

We request that the Receiver ensure that all preauthorized debits under \$1,000 per instance be allowed to be debited from the Bank without interruption. These preauthorized debits include payments for condo fees, insurance, hydro, and telecommunications, and any interruption in these payments would unnecessarily disrupt the business’s operations and the occupants’ peaceful enjoyment.

Until further order of the court, replacement or discharge of the Receiver, you can expect our full cooperation and complete transparency over 30 Roe and the operation of Roe Suites. We would be pleased to discuss this with you, including a framework for us to report to the Receiver on day-to-day operations.

Yours truly,

30 ROE INVESTMENTS CORP.

Per: “Raymond Zar”

Raymond Zar



Appendix “T”

LISTING AGREEMENT

This Listing Agreement (“**Agreement**”) for nine penthouse condominium units, nine parking spaces and nine storage units and/or lockers in a condominium development known as “Minto 30 Roe”, located at 30 Roehampton Avenue in Toronto, Ontario (each a “**Unit**” and collectively, the “**Units**”), the property identification numbers for which are included in Schedule “A”, is entered into by and between (i) HomeLife Landmark Realty Inc. (the “**Listing Brokerage**”) and (ii) KSV Restructuring Inc. (the “**Seller**”), without personal or corporate liability and solely in its capacity as receiver and manager pursuant to the *Bankruptcy and Insolvency Act* R.S.C., 1985, c. B-3, as amended, and the Ontario *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (in such capacity, the “**Receiver**”), of among other things, (i) the Units; and (ii) all of the assets, undertakings and properties of 30 Roe Investments Corp. (the “**Company**”) acquired for, used in connection with, situated at, or arising from the ownership, development, use or disposition of, the Units, including the proceeds therefrom.

In consideration of the covenants, agreements, representations and warranties contained herein, and for other good and valuable consideration, receipt of which is acknowledged by each of the parties hereto, each of the Listing Brokerage and the Seller acknowledge and agree as follows:

1. **Engagement of Listing Brokerage.** Subject to approval of this Agreement by the Ontario Superior Court of Justice (Commercial List) (the “**Court**”), the Seller hereby engages the Listing Brokerage to assist in marketing and selling the Units on and subject to the terms hereof.
2. **Termination Rights.** The Seller may, without penalty or cost to the Seller, terminate this Agreement at any time if the Listing Brokerage is in breach of any of its obligations hereunder or under any other agreement with the Seller. In addition, this Agreement shall automatically terminate without penalty or cost to either party if: (a) the Court order appointing the Seller as Receiver and/or the Seller’s appointment as Receiver of the Units is revoked, suspended or terminated or the Seller otherwise ceases to be the Receiver; (b) the Seller is restricted in or enjoined from dealing with the Units by a court of competent jurisdiction; (c) any of the mortgagees of the Units or any other future lenders of the Company are permitted by Court order to enforce their rights and/or remedies against the Units; (d) the Court does not approve this Agreement or the sale process proposed by the Receiver in respect of the Units; or (e) the Company is permitted to exercise the equity of redemption in respect of any of the Units.
3. **Acceptance of Offers.** While it is the Seller’s intention to obtain the highest and best offers for the Units, the Listing Brokerage acknowledges and agrees that the Seller need not accept the highest offer and/or the best offer or any offer for any Unit, and that acceptance by the Seller of any offer for a Unit is subject at all times to the Seller’s approval in its sole and absolute discretion, as well as approval by the Court. No fee, commission or other compensation (including the Listing Fee, as defined below) shall be payable to the Listing Brokerage under this Agreement or in respect of a Unit unless and until the sale of such Unit has been completed and the Seller has received the purchase price in full for such Unit.
4. **Listing Brokerage’s Duties.** The Listing Brokerage covenants and agrees with the Seller to:
 - (a) pursuant to the Seller’s written instructions, list one or more of the Units for sale, in a manner agreed to with the Seller, on the Multiple Listing Service (“**MLS**”) for a price to be stipulated by the Seller with the commissions to any Cooperating Agent (as defined below) being \$1.00 (it being the intention that the Listing Brokerage shall pay the Cooperating Agent’s commission from the Listing Fee as provided for in Section 5);
 - (b) diligently market the Units listed for sale and use commercially reasonable efforts to sell such Units;
 - (c) only list Units for sale when requested in writing by the Seller to do so. The Seller will advise the Listing Brokerage in writing when and which Units to list for sale and such determination shall be in the sole, absolute and unfettered discretion of the Seller. In that respect, the Seller expects to list two Units for sale at this time;

- (d) if required in the Seller's sole discretion, stage and clean the Units to be listed for sale;
- (e) co-operate with all licensed real estate brokers and agents in the sale of the Units (collectively the "**Cooperating Agents**" and each a "**Cooperating Agent**"), with any commissions or fees of such Cooperating Agents to be paid by the Listing Brokerage out of the Listing Fee as provided for in Section 5;
- (f) ensure that there is continuity in the assignment of individual staff members and agents to the work performed by the Listing Brokerage under the terms of this engagement. In particular, the Listing Brokerage agrees to ensure that individual staff members originally assigned, including Erkan Sen (collectively the "**Listing Team**"), perform work in connection with the Listing Brokerage's engagement, and will each be available and will devote the time required to undertake the assignment contemplated herein;
- (g) subject to the instructions of the Seller, to assist the Seller in negotiating binding agreements of purchase and sale subject to Court approval with those parties identified by the Seller. Only the Seller shall have authority to accept offers and the Listing Brokerage shall not have any authority whatsoever to enter into any agreement of purchase and sale or other contract on behalf of the Seller or to otherwise bind the Seller in any manner whatsoever;
- (h) continue to assist the Seller in connection with the sale of listed Units and seeking Court approval after the execution of a binding agreement of purchase and sale with respect to a Unit until such sale has been successfully concluded; and
- (i) unless the Seller's written consent is provided in advance, to act solely for the benefit of the Seller in connection with the marketing and sale of the Units and not to have any direct or indirect interest in any purchaser or potential purchaser of a Unit, and not to receive any payment or other benefit from a purchaser or potential purchaser of a Unit except as expressly contemplated by this Agreement.

5. **Commission Payable to the Listing Brokerage.** The Seller shall pay to the Listing Brokerage, upon the successful closing of a sale of a Unit entered into during the Listing Period or the Holdover Period (as defined below, and subject to the provisions of Section 6) and the receipt of all sale proceeds in respect of such sale by or on behalf of the Seller, a commission equal to 3.5% of the purchase price of such Unit, inclusive of the Cooperating Agent commission (a "**Listing Fee**"). Any Listing Fee shall be split 2% in favour of the Cooperating Agent and 1.5% in favour of the Listing Brokerage, and the Listing Brokerage agrees to forthwith pay 2% of a Listing Fee to the Cooperating Agent upon receipt of such Listing Fee. A Cooperating Agent may be employed at the Listing Brokerage so long as they are not a member of the Listing Team. In the event a member of the Listing Team represents a purchaser of a Unit (which representation shall be subject to the prior written consent of the Receiver is in its sole and absolute discretion), the Listing Fee shall be reduced to 3% of the purchase price of such Unit, provided that the Listing Brokerage shall be entitled to retain the entirety of such 3% Listing Fee in such circumstances as agent for the Seller and the purchaser. For greater certainty, other than the Listing Team, all other agents shall be treated as third party Cooperating Agents, shall not be provided with any confidential information in respect of the Units and shall be compensated pursuant to this Agreement as a Cooperating Agent. The Seller acknowledges that payment of HST applies on all commissions payable. The Seller agrees to notify the Listing Brokerage of the successful completion of a closing of a Unit. The Seller will instruct its solicitors to pay a Listing Fee payable to the Listing Brokerage hereunder directly out of the proceeds of sale of a Unit and to have same addressed as a closing cost of the transaction. For the avoidance of doubt, in no circumstance shall any Listing Fee or other compensation be payable to the Listing Brokerage in a circumstance where this Agreement is terminated in accordance with Section 2 hereof.

6. **Holdover Period Commission.** Any Listing Fee payable to the Listing Brokerage during the holdover period, being three (3) months following the termination of the Listing Agreement ("**Holdover Period**"), shall: (a) only be payable in respect of sales of Units to purchasers who were introduced to the

Seller or to a Unit by the Listing Brokerage during the Listing Period and who the Listing Brokerage has disclosed in writing to the Seller by no later than three (3) days following the expiration or termination of the Agreement; and (b) be reduced by any fee, commission and/or other compensation paid or payable to another broker or agent by the Seller for the sale of such Unit as the new listing brokerage (the “**New Agent**”) on the basis of an agreement with the New Agent entered into with respect to the Holdover Period or any portion thereof. Notwithstanding any other provision hereof, the Listing Brokerage shall not be entitled to any Listing Fee or other compensation as the Seller’s agent in respect of a sale of a Unit entered into during the Holdover Period if any member of the Listing Team represents the purchaser of such Unit.

7. **Acknowledgments.** The Listing Brokerage acknowledges and agrees in favour of the Seller that:
 - (a) the Units are to be marketed and sold on an “as is, where is” basis and, accordingly, any agreement of purchase and sale shall provide for an acknowledgment by the purchaser that such Unit is being sold by the Seller on an “as is, where is” basis, and that, except as may be required by law, no representations or warranties have been or will be made by the Seller in respect of a Unit, including with respect to the condition thereof;
 - (b) in lieu of a transfer of land, the Seller will seek to vest title to any Unit in a purchaser by way of a vesting order of the Court; and
 - (c) the sale of any Unit requires the prior approval of the Court in the Court’s sole and absolute discretion.

8. **Advertisement Expenses & Third-Party Consultants.** All advertising and sales promotion shall be subject to the prior approval of the Seller and all such advertisement and promotional material shall be prepared, published and distributed by the Listing Brokerage and shall be at the sole expense of the Listing Brokerage. All third-party reports and legal service fees requested and/or approved by the Seller shall be at the expense of the Seller.

9. **Indemnity.** The Listing Brokerage confirms that it owes an obligation to the Seller to carry out its activities in respect of this engagement in a competent and professional manner acting reasonably and in good faith and in accordance with the terms of this Agreement. The Listing Brokerage agrees to indemnify and hold harmless the Seller and its directors, officers, employees and agents (collectively, the “**Indemnified Parties**” and each an “**Indemnified Party**”) from and against any and all claims, losses, damages, liabilities and expenses (including lawyers fees and expenses on a full indemnity basis) (collectively, “**Losses**”) incurred by an Indemnified Party arising out of or in connection with a failure by the Listing Brokerage (including any member of the Listing Team and any other employee or agent of the Listing Brokerage) to carry out its activities in respect of this engagement in a competent and professional manner acting reasonably and in good faith or the Listing Brokerage’s failure to comply with its obligations hereunder, including, without limitation, any Losses incurred by an Indemnified Party arising from or in connection with any claim made by a third party against an Indemnified Party. This indemnity shall survive the expiration or termination of the Agreement indefinitely.

10. **Confidentiality.** The Listing Brokerage shall treat and shall cause its employees and agents to treat as confidential and shall not disclose, during as well as after the rendering of the service contracted herein, any confidential information, records or documents to which the Listing Brokerage becomes privy as a result of its performance of the Agreement and shall take all necessary steps to ensure the confidentiality of information in the Listing Brokerage’s possession or control except for disclosure that may be required for the reasonable performance by the Listing Brokerage of its responsibilities hereunder or as required by law. These obligations of confidentiality shall be in addition to any obligations of the Listing Broker under any other confidentiality or non-disclosure agreement entered into by the parties.

11. **Assignment.** This Agreement may not be assigned in whole or in part by the Listing Brokerage without the prior written consent of the Seller which consent may be unreasonably and/or arbitrarily withheld and any assignment made without that consent is void and of no effect.

12. **Warranty.** Subject to the remainder of this Section 12, the Seller represents and warrants that the Seller has the exclusive authority and power to execute this Agreement and to authorize the Listing Brokerage to offer Units for sale; provided however, that this Agreement and the engagement of the Listing Brokerage hereunder and any sale of a Unit is subject to approval of the Court. Notwithstanding the foregoing, the Listing Brokerage acknowledges and agrees that the Seller has only limited knowledge about the Units and cannot confirm (i) any third party interests or claims with respect to the Units such as rights of first refusal, options, easements, mortgages, encumbrances or otherwise concerning the Units, which may affect the sale of the Units, and/or (ii) if there are any defects that are hidden, not visible, or discoverable through a reasonable inspection of the Units that may render the Units dangerous or potentially dangerous or may affect the sale of the Units.

13. **Counterparts.** This Agreement may be executed in several counterparts, and each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same agreement. Transmission by e-mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

14. **Jurisdiction.** This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario. The parties hereby irrevocably attorn to the exclusive jurisdiction of the Court with respect to any claim, dispute or other controversy arising under or in connection with this Agreement.

15. **Finder's Fees.** The Seller **does not** consent to the Listing Brokerage or any Cooperating Agent (or their respective affiliates) receiving and retaining, in addition to the commission provided for or otherwise contemplated in this Agreement, a finder's fee for any financing in respect of the Units.

16. **Verification of Information.** The Seller authorizes the Listing Brokerage to obtain any information from any regulatory authorities, governments, mortgagees or others affecting the Units and the Seller agrees to execute and deliver such further authorizations in this regard as may be reasonably required. For greater certainty, none of the Listing Brokerage or the Listing Brokerage's representatives may bind the Seller or execute any documentation on behalf of the Seller. The Seller hereby authorizes, instructs and directs the above noted regulatory authorities, governments, mortgagees or others to release any and all information to the Listing Brokerage.

17. **Listing Period.** The term of this Agreement shall begin upon the date this Agreement is executed (the "**Commencement Date**") and shall expire one minute before midnight on the three month anniversary following the Commencement Date or upon earlier termination as otherwise prescribed herein (the "**Listing Period**"); provided, however, that the Seller and the Listing Brokerage may agree to extend the Listing Period for a further three month period by mutual agreement in writing. Notwithstanding any other provision in this Agreement, the Listing Brokerage shall not advertise any of the Units on MLS until the Seller provides written authorization to do so and all marketing materials have been approved. The Listing Brokerage shall have one (1) day following said approval to post a Unit on MLS.

18. **Conflicts.** To the extent that any conflict, potential conflict or inconsistency exists or may exist between the terms of this Agreement and the terms of any other agreement(s) the Seller has entered into with the Listing Brokerage, then the terms of this Agreement shall prevail. If any provision hereof is invalid or unenforceable in any jurisdiction where this Agreement is to be performed, such provision shall be deemed to be deleted and the remaining portions of this Agreement shall remain valid and binding on the parties hereto.

19. **Entire Agreement/Amendments/Waivers.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous written or oral communications, understandings, and agreements with respect to the subject matter hereof. No provision of this Agreement may be amended, modified, waived or changed unless made in writing and signed by the parties.

[Remainder of this page left intentionally blank]

AGREED AND ACCEPTED THIS ____ DAY OF JULY 2022.

HOMELIFE LANDMARK REALTY INC.

Per: _____

Name: Erkan Sen

Title: Broker

**KSV RESTRUCTURING INC., SOLELY IN ITS
CAPACITY AS COURT APPOINTED RECEIVER
AND MANAGER OF CERTAIN PROPERTY OF 30
ROE INVESTMENTS CORP. AND NOT IN ITS
PERSONAL OR CORPORATE CAPACITIES**

Per: _____

Name: Noah Goldstein

Title: Managing Director

SCHEDULE "A" – UNITS

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

Appendix “U”

Armstrong, Christopher

From: Raymond Zar <rz@roehamptoncapital.com>
Sent: Wednesday, July 6, 2022 8:42 PM
To: Armstrong, Christopher
Cc: Ben Frydenberg; Sean Zweig; Noah Goldstein; Murtaza Tallat
Subject: Re: Receivership of 30 Roe Investments Corp. - Memo from Receiver re: Proposed Sale Process

Dear Mr. Armstornng,

Thank you for your email.

I wonder if it would be more efficient to focus our collective efforts on the refinancing before discussing a potential sale. It would be highly unlikely that a sale would need to occur now that the Company has provided the Receiver with a copy of its approved commitment letter for refinancing, and I have agreed to personally fund the delta required to discharge the Receiver, including all costs.

I raise this also because in reviewing the Receiver's July 5, 2022 memorandum, the Company is concerned it is premature to seek approval for a sales process. Amongst other things, the Receiver's memo is missing the fundamental analysis required to determine whether the Company should be sold for parts or as a going concern. The Company would be pleased to provide the Receiver with the information it needs to conduct such an analysis and engage the hospitality groups at Colliers and CBRE that are more experienced than HomeLife when it comes to hospitality businesses such as Roe Suites.

The Company was asked to raise funds to payout KingSett and other costs and payments to discharge the Receiver. The Company has done so. In the unlikely event refinancing is unsuccessful, efforts can divert to a sale process. For now, we ask that the July 18, 2022, court date be used for a motion to discharge the Receiver, and we agree that it would be most efficient for your firm to bring that motion.

We hope all parties will agree with us that the next steps in these matters are conducted consensually and without unnecessary delay. However, should the Receiver seek to proceed despite these critical issues, the Company will need to retain counsel to represent it as that would be entirely different from the consensual motion to discharge previously discussed.



Raymond Zar, MBA

CEO

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ROEHAMPTON CAPITAL

416-322-8500 | RoehamptonCapital.com

Two Bloor Street East, Suite 3500, Toronto ON, M4W 1A8

On Tue, Jul 5, 2022 at 6:48 PM Armstrong, Christopher <carmstrong@goodmans.ca> wrote:

Counsel/Mr. Zar,

Please see enclosed memorandum from the Receiver regarding the proposed sale process for the Units for your consideration. As indicated, please provide any feedback for consideration by the Receiver by 5pm tomorrow.

**** Attention ****

This communication is intended solely for the named addressee(s) and may contain information that is privileged, confidential, protected or otherwise exempt from disclosure. No waiver of confidence, privilege, protection or otherwise is made. If you are not the intended recipient of this communication, or wish to unsubscribe, please advise us immediately at privacyofficer@goodmans.ca and delete this email without reading, copying or forwarding it to anyone. Goodmans LLP, 333 Bay Street, Suite 3400, Toronto, ON, M5H 2S7, www.goodmans.ca. You may unsubscribe to certain communications by clicking [here](#).

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Asst: Susan Slaney

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