



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

January 26, 2023

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

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

BETWEEN:

KINGSETT MORTGAGE CORPORATION

Applicant

- and -

30 ROE INVESTMENTS CORP.

Respondent

**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**

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

JANUARY 26, 2023

1.0 Introduction

1. Pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the "Court") made on May 9, 2022 (the "Receivership Order"), KSV Restructuring Inc. ("KSV") was appointed receiver and manager (the "Receiver") of (i) the real property legally described in Schedule "A" (the "Real Property") of the Receivership Order, (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"). A copy of the Receivership Order is attached as Appendix "A".
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 (the "Sale Process Approval Order") issued by the Court on July 7, 2022, the Receiver engaged HomeLife Landmark Realty Inc. ("HomeLife") to list the Units for sale (the "Sale Process"). The HomeLife listing agreement (the "HomeLife Listing Agreement") expired in accordance with its terms on October 18, 2022.

4. Pursuant to an order (the “Amended Sale Process Approval Order”) issued December 14, 2022, the Court authorized certain amendments to the Sale Process, including:
 - a) authorized the Receiver to engage RE/MAX Hallmark Realty Ltd., Brokerage (“Remax”) as the new broker to list the Units for sale; and
 - b) confirmed the Receiver’s authority to: (i) list any number of the Units for sale at any time as it, following consultation with Remax, determines is appropriate in its sole discretion (ii) list all of the Units for sale; and (iii) list Units for sale that are occupied (the “Amended Sale Process”).
5. The principal purpose of these proceedings is to complete transactions in respect of the Units that maximize value for the Company’s stakeholders.
6. This report (the “Report”) is filed by KSV in its capacity as Receiver.

1.1 Purposes of this Report

1. The purposes of this Report are to:
 - a) provide background information about these proceedings;
 - b) provide the Court with an update regarding Unit PH07, which the Receiver understands is occupied by Maryam Rezaee, the mother of the Company’s principal, Raymond Zar (“Zar”);
 - c) discuss certain security equipment contained on the penthouse floor, including camera and audio surveillance equipment (the “Monitoring Equipment”), which the Receiver proposes to disconnect and remove;
 - d) provide an update on the Amended Sale Process;
 - e) summarize two proposed transactions between the Receiver and third-party purchasers (the “Purchasers”), which contemplate:
 - i. the sale of PH04, including one parking spot and one storage locker unit (the “PH04 Purchased Units”) pursuant to a Condominium Agreement of Purchase and Sale dated January 6, 2023, as amended on January 10, 2023 (the “PH04 APS”) (the “PH04 Transaction”);
 - ii. the sale of PH09, including one parking spot and one storage locker unit (the “PH09 Purchased Units” and together with the PH04 Purchased Units, the “Purchased Units”) pursuant to a Condominium Agreement of Purchase and Sale dated January 20, 2023 (the “PH09 APS”) (the “PH09 Transaction” and together with the PH04 Transaction, the “Transactions”);
 - f) request that the Court issue orders:
 - i. authorizing the Receiver to disconnect and remove the Monitoring Equipment;
 - ii. approving the Transactions;

- iii. vesting title in and to the Purchased Units in the Purchasers, free and clear of all liens, claims and encumbrances, other than permitted encumbrances;
- iv. following the completion of each of the Transactions, authorizing and directing the Receiver to make distributions from the proceeds of the Transactions to:
 - such parties as required in respect of outstanding property tax arrears and condominium common expense arrears owing in respect of the Purchased Units and such other disbursements as are required to be paid by the Receiver in connection with the closing of the Transactions;
 - the Canada Revenue Agency in respect of harmonized sales tax (“HST”) on the Transactions, if any;
 - Remax to pay its commission and the commission of the cooperating brokerages on the Transactions;
 - the Canadian Imperial Bank of Commerce (“CIBC”) to repay its first mortgage on each of the Purchased Units; and
 - KingSett Mortgage Corporation (“KingSett”) to repay a portion of the amounts owing to it under its second mortgage, subject to such holdback as the Receiver considers appropriate to fund the receivership, including the fees and expenses of the Receiver and its counsel;
- v. sealing the Confidential Appendices to this Report on the terms described herein; and
- vi. approving this Report and the Receiver’s activities described herein, as well as the Supplement to the Second Report of the Receiver dated December 13, 2022 (the “Supplement to the Second Report”) and the Receiver’s activities described therein.

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 books and records obtained from the Company and 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 have been furnished by the Company. The Receiver understands from discussions and correspondence with the Company and its review of bank records that prior to the receivership, most of the Units were rented via websites advertising short-term rentals, including Airbnb.

2.2 Creditors

2.2.1 Secured Creditors

1. 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. CIBC has advised that, as at January 25, 2023, it was owed a total of approximately \$4.29 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 January 26, 2023, it was owed a total of approximately \$2.6 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 HST of \$32,765.01 and penalties and interest of \$6,460.37.
2. CRA has advised the Receiver that the Company has not filed any HST returns for the period commencing January 1, 2020 to the date of the receivership. Despite several requests for the Company's books and records, the Receiver does not have the information necessary to file these overdue returns.

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. (“Loop”) had a financing statement registered against the Company under the Ontario personal property security registry, although that registration expired in 2022. The Receiver is not aware what, if any, obligations may be owing by the Company to Loop.
3. As discussed in its previous reports and below, the Receiver has asked the Company on numerous occasions for information concerning the Company’s creditors. To date, limited information in this regard has been provided to the Receiver. Accordingly, the Receiver has been unable to compile complete creditor lists and all information about the indebtedness of the Company in this Report should be considered preliminary.

2.3 Current Status of the Units

1. An updated summary of the current status of the Units, as per the Receiver’s understanding, is set out below:

Unit Number	Occupancy Status	Notes
PH01	Vacant	Occupancy ended August 27, 2022
PH02	Occupied	Month to month occupancy
PH03	Vacant	Occupancy ended August 11, 2022
PH04	Sold, subject to Court approval	Occupancy ended August 7, 2022
PH05	Occupied	Occupancy ending July 31, 2023
PH06	Occupied	Occupancy ending March 31, 2023
PH07 ¹	Vacant	Occupancy ended July 25, 2022
PH08	Vacant	Occupancy ended January 13, 2023
PH09	Sold, subject to Court approval	Occupancy ended July 31, 2022

2.4 The Principal of the Debtor has complicated these proceedings and increased costs

1. Zar is the sole director of the Debtor although the Receiver understands that there has been litigation between Zar and his mother over the right to control the company. Zar has significantly complicated the Receiver’s mandate by failing to cooperate with the Receiver and by making various allegations against the Receiver, its counsel and other stakeholders in this proceeding.
2. A brief summary of the issues caused by Zar is set out below. In the interest of brevity, not all of the issues caused by Zar are listed:
 - a) Despite repeated requests, Zar did not provide the Receiver with keys to the Units (until after the Receiver had advised it was proceeding to change the locks) and various Records (as defined in the Receivership Order) of the Company, despite being required to do so under the terms of the Receivership Order. In this regard, the Receiver sought and obtained an additional Court order on July 18, 2022 (the “Property and Records Order”) requiring the Company and Zar to deliver certain Records and Property within a specific

¹ As discussed below in Section 3.1, Zar’s mother, Rezaee, may be currently occupying PH07 without authorization from the Receiver or any apparent right to do so.

timeframe, and requiring them to provide further Records and Property that may be requested by the Receiver from time to time within a specified timeframe. A copy of the Property and Records Order is attached as Appendix “B”. Notwithstanding these orders, the Receiver has still not received various Records required to administer these proceedings, including a list of creditors and financial and tax records.

- b) Zar continued to deal with the Units after the Receiver was appointed and granted sole authority to deal with the Units (and the other Property), including signing a lease agreement during the pendency of the receivership proceedings;
- c) misleading the Receiver regarding the occupancy status of certain of the Units, as discussed below in Section 3.1; and
- d) making various allegations in respect of the Receiver, Goodmans, HomeLife and KingSett. Among other things, Zar has:
 - i. alleged that the Receivership Order is “tainted by alleged fraud”. Zar has not produced evidence of the alleged fraud, or taken any steps to address it;
 - ii. accused an unspecified person of deploying surveillance software called Pegasus, which is alleged to cost \$1 million, against him in order to “intimidate and extort” him so that he would not “speak out” in this proceeding;
 - iii. accused an (unspecified) Justice of the Court of Appeal panel that dismissed the Company’s appeal of the Receivership Order of having an undisclosed conflict of interest; and,
 - iv. threatened to broadcast the Court hearing held on December 21, 2022 and then asking Justice McEwan to recuse himself when his request for permission to broadcast the court hearing was denied.

The Receiver determined that responding to Zar’s allegations on an ongoing basis would unduly increase the costs of these proceedings and, ultimately, harm stakeholders. As a result, it has advised Zar that it does not intend to respond to his allegations, and that if he believes he has some basis for a complaint, the matter should be raised with the Court and will be addressed by the Receiver in that context.

- 3. The Receiver has not repeated all the background information regarding the conduct of Zar in this Report. Additional information is contained within the Receiver’s previous Reports to Court, being the First Report dated July 7, 2022 (the “First Report”), the Second Report dated December 5, 2022 (the “Second Report”) and the Supplement to the Second Report. Copies of the First Report, the Second Report (each without appendices) and the Supplement to the Second Report are attached as Appendices “C”, “D” and “E”, respectively.
- 4. Additional information regarding the Company can be accessed from the Receiver’s website at: <https://www.ksvadvisory.com/experience/case/30-roe-investments-corp->.

3.0 Receiver's Activities

3.1 PH07 Occupancy

1. As set out in the Second Report and the Supplement to the Second Report, the Receiver's records reflected that Unit PH01 was vacated by the previous occupant on or about August 27, 2022, and had not been re-let by the Receiver pending it being listed for sale. When the prior occupant vacated PH01, the Receiver obtained the keys from her.
2. On December 7, 2022, representatives of the Receiver, KingSett and Gloria Yeung ("Yeung"), the lead agent from Remax, conducted a tour of the vacant Units to prepare for the Amended Sale Process.
3. The Receiver attended at PH01 and observed that it was occupied. Such occupation was without the knowledge of or the consent of the Receiver. As the Receiver has previously changed the locks to PH01 (as well all other Units), the Receiver does not know how the occupant was able to gain access to PH01.
4. On December 8, 2022, the Receiver's legal counsel, Goodmans LLP ("Goodmans"), sent a letter by process server to the occupant in PH01 (the "December 8 Letter"). The December 8 Letter, among other things, requested information on how the person came to occupy PH01. The Receiver requested that the occupant provide a response to the Receiver by 11:00 am (Toronto time) on December 9, 2022.
5. The Receiver did not receive a response by the deadline provided in the letter. Accordingly, a representative of the Receiver attended the premises on the afternoon of December 9, 2022. A female answered the door at PH01. The occupant advised she could not speak English and the Receiver left the premises.
6. The female who answered the door of PH01 was the same person who the Receiver had previously seen occupying Unit PH07 ("PH07"). The Receiver had previously been advised by Zar that the occupant of PH07 had prepaid rent until July 25, 2022. PH07 was subsequently vacated by this person, but for a suitcase and some other small personal belongings.
7. As discussed in the Second Report, Zar had previously leased a Unit without the Receiver's knowledge during these proceedings. Accordingly, prior to taking any further steps, the Receiver sent the following email to Zar on December 9, 2022 at 1:36 pm:

"Dear Raymond,

There is a female occupant living in PH01 who previously lived in PH07. Some of her belongings appear to still be on PH07. Our records indicate that this person should not be living there and we are concerned that we have a squatter. The person does not appear to speak English. We are considering filing a police report today. Please let us know if you know anything about this person before 5pm today.

Thank you,

Noah"

On December 9, 2022 at 2:25 pm, Zar responded as follows:²

“Without Prejudice

Dear Noah,

The last time I was at the property was around three months ago when you changed all the locks. I thought you were managing access. It has been so long that I don't remember the units' occupancy status off the top of my head.

If there was forced entry, then as a Director of the condominium corporation, I can direct property management to intervene as it involves common elements and building security.

If there isn't forced entry, I wonder if the police would be helpful as each time we called them in the past, they refused to intervene and directed us to the landlord-tenant board.

But there were instances where short-term rental guests refused to check out, and we threatened to call the police, and the threat worked.

Regardless of everything else, it may be time to compare notes on the status of the units. Unless you have been collecting payments, there is ~\$100,000 outstanding by now (and much more if you agreed to rent out empty units, but let's not dwell on the past).

Let me know how I can assist.

Thank you,

Raymond”

8. Following the e-mail from Zar, the Receiver immediately filed a police report as it was concerned that a squatter was occupying PH01. At approximately 3:00 pm on December 9, 2022, the police contacted a representative of the Receiver and asked the Receiver to attend at PH01 to meet with the occupant.
9. The Receiver attended at the premises with two officers. When the Receiver and officers arrived, the occupant of PH01 was moving her belongings into PH07. The occupant advised the police she could not speak English. The police called a translator, who was also an officer, to communicate with the occupant.

² Although marked “Without Prejudice”, the Receiver does not believe Zar's email is privileged or confidential, including because it is not a settlement communication. The Receiver's counsel advised Zar, the Receiver intended to file his email with the Court as it was relevant to the matters addressed in the Supplement to the Second Report. Zar objected. The Receiver's counsel invited Zar to articulate the basis on which he claimed the e-mail was privileged. Following review of Zar's position, the Receiver continues to believe the email is not privileged or confidential. Zar ultimately waived any claim of privilege to the email by email to the Receiver's counsel on December 13, 2022.

10. According to information disclosed by the police to the Receiver, the occupant advised she was not allowed to be in PH01, but was entitled to live in PH07. The officers advised the occupant they required her identification because she had been trespassing. At first, the occupant refused to provide her identification to the police, but eventually provided her identification to the police after she was detained by the police. The police advised the Receiver that the occupant advised that she did not have a lease for PH07.
11. While the police were interviewing the occupant, Zar began speaking to the officers through the Monitoring Equipment located on the ceiling of the penthouse floor hallways. Zar advised the officers, among other things, that they did not have a warrant to enter the premises and that he was a director of the condominium corporation and did not authorize the police to continue their investigation. The police officers refused to communicate with Zar.
12. The police advised the Receiver that the occupant was Zar's mother, Rezaee. The police asked the Receiver whether it wanted to press charges against Rezaee for trespassing, but the Receiver declined to do so. Zar advised the Receiver through the Monitoring System that his mother's lawyer would be calling her cellphone to speak to the police. Michael Simaan, a lawyer who has previously appeared for the Company in these proceedings, called Rezaee who provided the phone to the Receiver. Mr. Simaan advised the Receiver that he was counsel to Rezaee in litigation against Zar.
13. The Receiver, through counsel, requested a copy of the police occurrence report pertaining to the above incident, but has been advised that a police occurrence report cannot be obtained for this type of matter and any police records regarding the matter can only be obtained through a *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) request. The Receiver, through counsel, has initiated such a request for any responsive police records.
14. The Receiver understands that Rezaee has vacated PH01 and is currently in PH07. The Receiver has no evidence that Rezaee is entitled to occupy PH07. As noted above, Zar had previously advised the Receiver that rent had only been paid on PH07 through July 25, 2022, and PH07 was vacated on or about that date. Zar did not previously disclose to the Receiver that the occupant in PH07 was his mother. The Receiver has not agreed to rent PH07 to Rezaee (or anyone else), or received any rent from her since the commencement of these proceedings.
15. On December 19, 2022, Goodmans wrote a letter to Rezaee, among other things, demanding that she provide a basis for any right to presently occupy PH07 and evidence of same (e.g. a lease or rental agreement). The letter further indicated that the Receiver was prepared to provide Rezaee until January 15, 2023, to find alternative accommodations and vacate PH07 (without prejudice to the right of the Receiver to obtain vacant possession of PH07). Rezaee has not responded to the letter. A copy of this letter is attached as Appendix "F" (a courtesy Farsi translation of the letter was also delivered to Rezaee).

16. On January 16, 2023, Goodmans wrote a letter to the Company to inquire whether the Company was aware whether Rezaee had vacated PH07 and also requesting any documents regarding Rezaee's entitlement to occupy PH07 pursuant to the terms of the Property and Records Order by no later than January 20, 2023. Goodmans has not received a response to this letter.
17. The Receiver intends to schedule a motion as soon as possible to seek a writ for vacant possession of PH07.

3.2 Removal of the Monitoring Equipment

1. As discussed above, Zar continues to access the Monitoring Equipment in the hallways of the penthouse floor. The Receiver understands from its discussions with property management of Minto 30 Roe that the Monitoring Equipment is owned by the Company and that similar monitoring equipment is not located on other floors of the building.
2. Based on the events that have transpired during these proceedings, it is evident that Zar continues to monitor the activities on the penthouse floor. The Receiver is seeking a Court order authorizing it to remove the Monitoring Equipment. The Receiver is of the view that it can remove the Monitoring Equipment without a further Court order (as it believes it is "Property" within the meaning of the Receivership Order) but is seeking an order out of an abundance of caution given Zar's various allegations against the Receiver and others in these proceedings. The Receiver also seeks authority to dispose of the Monitoring Equipment as it considers fit (the Receiver will explore whether the Monitoring Equipment can be disposed of for value, but does not expect it to have any material value and that the costs of disposition may exceed any value).
3. The Receiver is seeking this relief now as third-party purchasers are expected to move into the Purchased Units on or about February 28, 2023, should the Court approve the Transactions. The property manager has also advised that it does not object to the Receiver removing the Monitoring Equipment. In the Receiver's view, the building already has sufficient security features, including its own video cameras and a full-time security team. Based on the foregoing, the Receiver recommends the Court issue an order authorizing the Receiver to remove the Monitoring Equipment and dispose of it.

3.3 Amended Sale Process Motion

1. On December 14, 2022, the Court heard and granted the Receiver's motion seeking approval of the Amended Sale Process.
2. During the hearing of the motion, Zar made a number of allegations against the Receiver, Goodmans, KingSett and others, including many allegations that he had previously advanced in correspondence. Zar requested that the motion be adjourned until an investigation could be carried out regarding his allegations. Justice McEwen declined to adjourn the motion.
3. Zar advised that he intended to conduct a press conference and broadcast a recording of the hearing. Zar also asked Justice McEwen to recuse himself from the motion after Justice McEwen refused to allow him to record the proceeding. Justice McEwen did not recuse himself.

4. At the conclusion of the December 14, 2022 hearing, Justice McEwen issued an Endorsement dated December 14, 2022, addressing certain of Zar's conduct, a copy of which is attached as Appendix "G".
5. Justice McEwen issued a further Endorsement on December 20, 2022 (the "December 20th Endorsement"). The December 20th Endorsement provides Justice McEwen's reasons for approving the Amended Sale Process and the Receiver's Second Report. The December 20th Endorsement deferred the approval of the Supplement to the Second Report to a further hearing as it was delivered the evening before the hearing and the Company did not have an opportunity to respond. A copy of the December 20th Endorsement is attached as Appendix "H". The Receiver is seeking approval of the Supplement to the Second Report as part of the present motion.

4.0 Sale Process

4.1 Sale Process

1. Pursuant to the Sale Process Approval Order, in August 2022, the Receiver began marketing PH04 and PH09 for sale with the assistance of HomeLife. The selection of these Units was determined based on market advice from HomeLife, as well as the occupancy status of the Units. PH04 is a one bedroom plus den and one bath Unit, and PH09 is a two bedroom and two bath Unit.
2. As part of the Sale Process, HomeLife, among other things, did the following with respect to the marketing of PH04 and PH09:
 - a) staged the Units, as required;
 - b) arranged for the painting and minor repairs to the Units;
 - c) arranged for professional photographing of the Units and the creation of a 3D virtual tour, including floor plan, available via a dedicated webpage;
 - d) listed the Units for sale on the Toronto Real Estate Board Multiple Listing Service ("MLS"); and
 - e) provided the Receiver with weekly updates on viewings and feedback from prospective purchasers.
3. Copies of the MLS listing for PH04 and the initial MLS listing for PH09 are attached as Appendix "I" and "J". PH04 was listed for sale on MLS from on or about August 11, 2022 to on or about October 18, 2022, although showings were conducted until November 2, 2022³. PH04 was initially listed at \$859,900. The listing price was reduced several times during the listing period and PH04 was last listed at \$745,000. During this period, approximately 24 viewings were held, but no offers were received to purchase PH04. HomeLife provided feedback to the Receiver that buyer agents consistently advised that the listing price for PH04 was too high.

³ Although the listing expired on MLS on October 18, 2022, HomeLife, with the consent of the Receiver, continued to conduct tours of the Units until November 2, 2022. Thirteen tours were conducted between October 18, 2022 and November 4, 2022.

4. PH09 was initially listed for sale on MLS from on or about August 5, 2022, to on or about August 13, 2022, at which time it was delisted to allow the Company to pursue a potential refinancing of the KingSett Loan. As described in the Second Report, the refinancing failed to close and the Receiver re-listed PH09 for sale on MLS from on or about September 1, 2022, to on or about October 18, 2022, although showings were conducted until November 2, 2022, with a listing price starting at \$1.189 million and ending at \$1.035 million. During this period, approximately 18 viewings were held, but no offers were received to purchase PH09. As with PH04, HomeLife provided feedback to the Receiver that buyer agents consistently advised that the listing price for PH09 was too high.
5. The HomeLife Listing Agreement expired in accordance with its terms on October 18, 2022, being the three-month anniversary of its execution by the Receiver. The Receiver determined not to renew the HomeLife Listing Agreement and instead sought a Court order seeking certain amendments to the Sale Process, including the retention of Remax as the new listing agent.

4.2 Amended Sale Process

1. Pursuant to the Amended Sale Process Approval Order, the Units are being marketed for sale by the Receiver, with the assistance of Remax as its listing agent pursuant to a Listing Agreement dated December 14, 2022 (the “Remax Listing Agreement”).

4.3 PH04 Transaction

1. The Receiver, in consultation with Remax, initially planned to re-list PH04, together with a parking spot and locker, for \$729,000 on January 9, 2023. The new listing price was determined in consultation with Remax based on prior comparable transactions. As noted above, the Receiver had most recently listed PH04 at \$745,000 and had not received any offers at that listing price.
2. On January 3, 2023, the Receiver received an unsolicited expression of interest in PH04. The interested party’s real estate agent advised it had reviewed the expired MLS listing for PH04 and asked the Receiver if PH04 was still available for sale. The Receiver invited the interested party to make an offer for PH04. Following receipt of the offer, the Receiver and Remax immediately entered into negotiations with the PH04 Purchaser (including making two counter-offers), ultimately resulting in the PH04 APS.
3. The key terms and conditions of the PH04 APS are provided below.
 - a) Purchaser: Kevin Windsor, Carloyn Dunn-Windsor and Randall Windsor⁴.
 - b) Purchase Price: The all-cash purchase price is indicated in Confidential Appendix “1”. The purchase price is subject to standard adjustments for a transaction of this nature.
 - c) Deposit: A deposit representing 5% of the purchase price was paid to the Receiver upon execution of the PH04 APS. The balance of the purchase price, after crediting the deposit, will be paid at closing.

⁴ There is no relation between Ms. Dunn-Windsor and Mark Dunn, one of the lawyers for the Receiver.

- d) Real Estate Agent Commission: 3.5% (1% to Remax and 2.5% to the co-operating agent).
 - e) PH04 Purchased Units: The PH04 Purchased Units are penthouse PH04, the parking spot located at Level C Unit 62 and the storage locker located at Level C Unit 101.
 - f) "As is, Where is": The PH04 APS is consistent with standard insolvency transactions, i.e. to be completed on an "as is, where is" basis with minimal representations, warranties and conditions and no surviving representations or warranties of the Receiver.
 - g) Closing Date: February 28, 2023.
 - h) Taxes: The purchase price is inclusive of any applicable HST and the Receiver shall remit any applicable HST.
 - i) Material Conditions: The only material condition to closing is the granting of the proposed Approval and Vesting Order for PH04.
4. A copy of the PH04 APS with the purchase price redacted is attached as Appendix "K". An unredacted version is filed as Confidential Appendix "1".
 5. The Receiver consulted with Yeung prior to accepting the offer for PH04. Yeung has prepared a recommendation regarding the proposed sale of PH04 for the Receiver which is contained in Confidential Appendix "2". The recommendation considers comparable transactions to the proposed sale of PH04.

4.4 PH09 Transaction

1. The Receiver, in consultation with Remax, re-listed PH09 for sale at a listing price of \$979,000 on January 11, 2023. The listing price was determined based on comparable transactions. As noted above, the Receiver had most recently listed PH09 at \$1,035,000 and had not received any offers at that listing price.
2. On January 19, 2023, the Receiver received an offer for PH09. The Receiver and Remax entered into negotiations with the PH09 Purchaser (including making a counter offer), resulting in the PH09 APS.
3. The key terms and conditions of the PH09 APS are provided below.
 - a) Purchaser: Mingjun Hu
 - b) Purchase Price: The all-cash purchase price is indicated in Confidential Appendix "3". The purchase price is subject to standard adjustments for a transaction of this nature.
 - c) Deposit: A deposit representing 5% of the purchase price was paid to the Receiver upon execution of the PH09 APS. The balance of the purchase price, after crediting the deposit, will be paid at closing.
 - d) Real Estate Agent Commission: 3.5% (1% to Remax and 2.5% to the co-operating agent).

- e) PH04 Purchased Units: The PH09 Purchased Units are penthouse PH09, the parking spot located at Level C Unit 67 and the storage locker located at Level C Unit 106.
 - f) “As is, Where is”: The PH09 APS is consistent with standard insolvency transactions, i.e. to be completed on an “as is, where is” basis with minimal representations, warranties and conditions and no surviving representations or warranties of the Receiver.
 - g) Closing Date: February 28, 2023.
 - h) Taxes: The purchase price is inclusive of any applicable HST and the Receiver shall remit any applicable HST.
 - i) Material Conditions: The only material condition to closing is the granting of the proposed Approval and Vesting Order for PH09.
4. A copy of the PH09 APS with the purchase price redacted is attached as Appendix “L”. An unredacted version is filed as Confidential Appendix “3”.
 5. The Receiver consulted with Yeung prior to accepting the offer for PH09. Yeung has prepared a recommendation regarding the proposed sale of PH09 for the Receiver which is attached as Confidential Appendix “2”. The recommendation considers comparable transactions to the proposed sale of PH09.

4.5 Potential Marketing of the Units as a “Hospitality Business”

1. The Company and Zar have previously taken the position that the Units should be marketed *en bloc* as a going concern hospitality business. They argued, in essence, that the Units were more valuable to potential purchasers if marketed together because the potential purchasers would continue the Company’s practice of operating them as a hospitality business.
2. The Company and Zar have been unable or unwilling to substantiate their assertions about the value of the Units as a hospitality business. By email dated July 10, 2022, (prior to the Sale Process approval hearing), the Receiver’s counsel invited the Company to provide any information about a potential going concern or *en bloc* transaction of the Units so the Receiver could consider it. A copy of this email is attached as Appendix “M”. The Company did not provide any information in response to this request.
3. The Sales Process was approved by Order dated July 18, 2022, but the Company reserved its right to object to future sales of the Units on the basis that an *en bloc* sale would generate more value.

4. The Receiver expects that any purchaser considering the operation of all of the Units as a going concern hospitality business would require detailed financial information about the Company's operations, including to be able to assess whether the business could be operated profitably. Accordingly, on July 19, 2022, the Receiver's counsel wrote to the Company's counsel who had appeared at the Sale Process motion to follow up the prior request for information regarding a potential going concern or *en bloc* sale, including requesting financial information the Receiver believed would be germane to a prospective purchaser of the Company's business. A copy of this letter is attached as Appendix "N". Again, the Company did not provide the requested information.
5. On July 25, 2022, the Receiver's counsel wrote to the Company's counsel who had appeared at the Sale Process motion to confirm that, as no reply had been received in response to the requests for information that would support the Company's contention that Units should be sold *en bloc* or as a going concern hospitality business to maximize value, the Receiver was unable to assess the viability of selling the Units in this fashion and intended to proceed with the sale of two Units in accordance with the Sale Process. A copy of this letter is attached as Appendix "O".
6. Based on its own review of the information available to it, the Receiver continues to believe there is no merit to the suggestion that the Units could be sold as a going concern hospitality business for a premium relative to the individual resale value of the Units, including because:
 - a) although the Receiver does not have access to financial statements for the Company, the business of the Company appears to have been loss making (as evidenced by the receivership), and there is no evidence that the Company ever generated profits;
 - b) prior appraisals filed by the Company in these proceedings valued the Units on an individual basis and indicated the highest and best use for the Units is a "a continuation of the existing residential use";
 - c) the Units are in a condominium and the declaration of the condominium prohibits rentals of furnished units for a period of less than thirty (30) days;
 - d) rather than being rented out on a short-term basis, many of the Units were in fact being rented out by the Company on a long-term rental basis, including for lease terms of up to a year; and
 - e) although Minto 30 Roe includes usual condominium amenities (e.g. concierge, fitness room and party room), it is not a hybrid condominium/hotel project with hotel-style amenities.

4.6 Recommendation re: Transactions

1. The Receiver recommends the Court approve the Transactions for the following reasons:
 - a) the market for PH04 and PH09 has been extensively canvassed by qualified real estate agents with considerable experience in the midtown Toronto condo market at multiple listing prices;

- b) the purchase prices under the Transactions are not materially different from the most recent intended listing price (in the case of PH04) and most recent listing price (in the case of PH09);
 - c) Remax believes the Transactions are the best ones available in the present market and they are consistent with recent comparable transactions in the market;
 - d) the Transactions represent the best (and only) offers received for the Units to date;
 - e) the Receiver has not been provided with any information supporting the Company's contention that the value of the Units could be maximized by marketing them *en bloc* as a hospitality business (and the Receiver does not believe this to be the case for the reasons previously outlined);
 - f) the Receiver does not believe that further time spent marketing the Purchased Units will result in a superior transaction, including because the Purchased Units are vacant and property taxes, condominium fees and other expenses continue to accrue (approximately \$900 per month in the case of PH04, and \$1,100 per month in the case of PH09); and
 - g) KingSett, the fulcrum creditor, supports the Transactions.
2. The Receiver notes that the sale prices for PH04 and PH09 are less than prior appraisals obtained by the Company for those Units in November 2021 (which appraised PH04 at \$775,000, and PH09 at \$1,050,000). The Receiver does not believe the appraised values for PH04 and PH09 contained in those reports are relevant at present having regard to the downturn in the Toronto real estate market that began in summer 2022 as a result of, among other things, increased interest rates.⁵

4.7 Waterfall Analysis

1. Attached as Confidential Appendix "4" is a waterfall analysis reflecting potential recoveries to CIBC, KingSett and other stakeholders (the "Waterfall Analysis"). The Waterfall Analysis reflects that KingSett will incur a shortfall and there would be no recoveries available to the Company's unsecured creditors or equity holders. As previously indicated above, the Receiver does not have a creditor listing so only known creditors have been included in the analysis.

⁵ By way of comparison, the Bank of Canada policy interest rate was 0.25% in November 2021 and is currently 4.5%, an increase of 4.25%.

4.8 Sealing

1. The Receiver respectfully requests that Confidential Appendices 1 through 4 be filed with the Court on a confidential basis and be sealed on the terms proposed (“Sealing Order”). These documents contain sensitive financial information, including regarding the purchase price payable under the Transactions. If these documents are not sealed, the information contained therein may negatively impact realizations on the Purchased Units if the Transactions do not close. Further, information in Confidential Appendix 4 (the Waterfall Analysis) could also negatively impact realizations from the sale of other Units insofar as the Waterfall Analysis contains the Receiver’s estimate of the value of the other Units as well. As such, public disclosure of the information contained in the Confidential Appendices could impair the maximization of value in these proceedings and impact the integrity of the Amended Sale Process. The Receiver does not believe there are reasonably alternative measures aside from the requested sealing that will prevent these risks and, in the Receiver’s view, the salutary effects of sealing such information from the public record outweigh the deleterious effects of doing so in the circumstances.
2. Confidential Appendices 1, 2 and 3 are proposed to be unsealed upon closing of the applicable Transactions, at which point the information contained therein will become publicly available. Confidential Appendix 4 is proposed to remain sealed pending further Order of the Court (which the Receiver would expect to seek once all Units have been sold). The Receiver is not aware of any party that will be prejudiced if the Confidential Appendices are sealed on the terms proposed. Accordingly, the Receiver believes the proposed Sealing Order is appropriate in the circumstances.

5.0 Distributions

5.1 Mortgage Opinions

1. Goodmans has reviewed the mortgages granted by the Company to CIBC and KingSett in respect of the Purchased Units and issued opinions to the Receiver that, subject to standard assumptions and qualifications, each of the CIBC and KingSett mortgages constitutes a good and valid mortgage of and fixed charge on the Purchased Units to the extent of the principal, interest and costs secured thereby.
2. As noted above, CIBC’s first mortgage on each Unit only secures the indebtedness owing by the Company in respect of a particular Unit. CIBC has advised the Receiver it is owed \$371,324.07 in respect of the PH04 mortgage, and \$534,301.41 in respect of the PH09 mortgage, in each case as at January 25, 2023.
3. As noted above, the entirety of the KingSett Loan is secured by a second mortgage on each of the Units (among other security). Accordingly, the Receiver believes KingSett is entitled to any residual proceeds from the Transactions after paying CIBC’s first mortgages and certain other priority amounts discussed below.
4. It is a condition to closing of each of the Transactions that an Approval and Vesting Order be granted vesting out (among other things) the applicable CIBC mortgage and KingSett mortgage upon closing.

5.2 HST on Sale of Units

1. A primary reason for the projected shortfall to KingSett, as presented in the Waterfall Analysis, is that HST may be payable on the sale of the Units. One of the factors required to determine whether HST is owing is whether the Company claimed input tax credits on the last acquisition of each of the Units. On August 5, 2022, Goodmans sent a letter to counsel to Company who appeared at the Sale Process motion requesting this information pursuant to the Property and Records Order. A copy of this letter is attached as Appendix "P". No response was received from the Company.
2. On January 17, 2023, Goodmans sent a further letter to the Company advising, among other things, of the proposed sale of PH04 and following up on the request regarding input tax credits. In a letter from the Company's new counsel received January 23, 2023, the Company advised that "Finally regarding HST, the Company did not remit HST upon purchase of these units from the developer in 2017. Instead the HST was self assessed by both the purchaser the developer." The Company's answer is not responsive to the question of whether input tax credits were claimed.
3. The Receiver intends to continue to make inquiries in respect of whether input tax credits were claimed on the last acquisition of the Units and otherwise continue to consider whether HST is payable on the Transactions.

5.3 Other Payments in Connection with the Transactions

1. Property taxes totalling approximately \$3,800 in respect of PH04, and \$4,500 in respect of PH09, are currently in arrears. The Receiver is not aware of any condominium common expenses that are currently in arrears. Pursuant to each APS, the Receiver is covenanted to remit sufficient funds from the applicable purchase price, if necessary, to satisfy property taxes and condominium common expenses that are in arrears prior to the closing date. Accordingly, the Receiver seeks authority to pay such obligations and similar obligations (e.g. in respect of utilities) from the proceeds of the applicable Transaction. The Receiver believes such payments are appropriate as the underlying obligations may enjoy priority at law and/or are required to be paid in connection with the Transactions.
2. The Court approved the Receiver's entry into the Remax Listing Agreement in the Amended Sale Process Order. Pursuant to the Remax Listing Agreement, the Receiver has agreed to pay a commission of 3.5% of the purchase price of the Transactions when they close (1% to Remax, and 2.5% to the respective cooperating brokers). As the Receiver previously advised the Court, the commission rate of 3.5% was the lowest of all the broker proposals received by the Receiver prior to the commencement of the Sale Process. The Receiver is seeking authority to pay the applicable commission following closing of each Transaction.

5.4 Proposed Distributions to Creditors

1. Other than the obligations secured by the Receiver's Charge (as defined in the Receivership Order), a potential HST trust claim, and outstanding property tax arrears that will be satisfied in connection with the Transactions, the Receiver is not aware of any other claim against the proceeds of the Transactions that would rank in priority to the CIBC and KingSett mortgages.⁶ At this point in time, the Receiver does not have sufficient information to properly assess the HST trust claim asserted by the CRA; however, it notes that sufficient Property remains subject to the receivership to satisfy this potential claim to the extent required.
2. Accordingly, the Receiver recommends that the Court issue an order authorizing and directing the Receiver to make: (i) a distribution to CIBC from the proceeds of each Transaction in respect of the indebtedness of the Company owing to CIBC and secured by the first mortgage in favour of CIBC on the applicable Purchased Unit; and (ii) a distribution to KingSett from the proceeds of each Transaction in respect of the indebtedness of the Company owing to KingSett and secured by the second mortgage in favour of KingSett on the applicable Purchased Unit, subject to such holdback as the Receiver considers appropriate to fund the receivership, including the fees and expenses of the Receiver and its counsel.

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)(f) 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**

⁶ The Receiver's Charge is junior to CIBC's mortgages pursuant to the terms of the Receivership Order.

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

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Joshua Foster (LSO# 79447K)

Tel: (416) 777-7906

Email: fosterj@bennettjones.com

Lawyers for the Applicant

Appendix “B”



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

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

THE HONOURABLE)
JUSTICE MCEWEN)
MONDAY, THE 18TH
DAY OF JULY, 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

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

(collectively with (i), (ii) and (iii), the “**Property**”), for an order, among other things: (i) abridging and validating service of the Notice of Motion and Motion Record herein; and (ii) directing the Debtor and Raymond Zar (“**Zar**”) to deliver various Records and Property to the Receiver further to the terms of the Receivership Order granted in the within proceedings dated May 9, 2022 (the “**Receivership Order**”), was heard this day by Zoom videoconference due to the COVID-19 pandemic.

ON READING the Motion Record of the Receiver dated July 7, 2022, including the First Report of the Receiver dated July 7, 2022 (including the appendices thereto), the Supplement to the First Report of the Receiver dated July 15, 2022 (including the appendix thereto), and on hearing the submissions of counsel for the Receiver, counsel for the Debtor and counsel for KingSett Mortgage Corporation and such other counsel as were present, no one else appearing although properly served as appears from the Affidavits of Service of Brennan Caldwell sworn July 7 and July 11, 2022.

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service and filing of the Notice of Motion and Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that all capitalized terms used in this Order and not otherwise defined shall have the meanings ascribed to them in the Receivership Order or the First Report.
3. **THIS COURT ORDERS** that each of the Debtor and Zar are hereby directed to forthwith, and by no later than 3:00 pm (Toronto time) on the date that is three days following the date of this Order, deliver to the Receiver the following Records and Property to the extent in the power, possession or control of the Debtor or Zar:

- (a) a list of the creditors of the Debtor, including the addresses and amounts owing to each creditor;
- (b) details of all Property (other than the Real Property and the RBC Bank Account);
- (c) copies of any leases in respect of the Real Property;
- (d) any post-dated rent cheques in respect of the Real Property; and
- (e) the keys for the Real Property and any security cards, fobs or similar items required to access the Real Property or the Minto 30 Roe at 30 Roehampton Avenue, Toronto, Ontario.

4. **THIS COURT ORDERS** that each of the Debtor and Zar are hereby directed to deliver such further Records or Property as may be requested in writing by the Receiver from time to time to the extent in the power, possession or control of the Debtor or Zar 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.

GENERAL

5. **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.

6. **THIS COURT ORDERS** that this Order and all of its provision are effective as of 12:01 a.m. on the date of this Order.



A handwritten signature in black ink, appearing to be 'M. J. G.', is written over a horizontal line.

SCHEDULE A

DESCRIPTION OF REAL PROPERTY

PIN 76559 - 0508 LT Interest/Estate Fee Simple

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

Address 1 PENTHOUSE 30 ROEHAMPTON AVENUE TORONTO

PIN 76559 - 0509 LT Interest/Estate Fee Simple

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

Address 2 PENTHOUSE 30 ROEHAMPTON AVENUE TORONTO

PIN 76559 - 0510 LT Interest/Estate Fee Simple

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

Address 3 PENTHOUSE 30 ROEHAMPTON AVENUE TORONTO

PIN 76559 - 0511 LT Interest/Estate Fee Simple

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

Address 4 PENTHOUSE 30 ROEHAMPTON AVENUE TORONTO

PIN 76559 - 0512 LT Interest/Estate Fee Simple

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

Address 5 PENTHOUSE 30 ROEHAMPTON AVENUE TORONTO

PIN 76559 - 0513 LT Interest/Estate Fee Simple

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

Address 6 PENTHOUSE 30 ROEHAMPTON AVENUE TORONTO

PIN 76559 - 0514 LT Interest/Estate Fee Simple

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

Address 7 PENTHOUSE 30 ROEHAMPTON AVENUE TORONTO

PIN 76559 - 0515 LT Interest/Estate Fee Simple

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

Address 8 PENTHOUSE 30 ROEHAMPTON AVENUE TORONTO

PIN 76559 - 0516 LT Interest/Estate Fee Simple

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

Address PH09 PENTHOUSE 30 ROEHAMPTON AVENUE TORONTO

PIN 76559 - 0582 LT Interest/Estate Fee Simple

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

Address TORONTO

PIN 76559 - 0583 LT Interest/Estate Fee Simple

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

Address TORONTO

PIN 76559 - 0584 LT Interest/Estate Fee Simple

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

Address TORONTO

PIN 76559 - 0585 LT Interest/Estate Fee Simple

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

Address TORONTO

PIN 76559 - 0586 LT Interest/Estate Fee Simple

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

Address TORONTO

PIN 76559 - 0587 LT Interest/Estate Fee Simple

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

Address TORONTO

PIN 76559 - 0588 LT Interest/Estate Fee Simple

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

Address TORONTO

PIN 76559 - 0589 LT Interest/Estate Fee Simple

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

Address TORONTO

PIN 76559 - 0590 LT Interest/Estate Fee Simple

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

Address 30 ROEHAMPTON AVENUE TORONTO

PIN 76559 - 0621 LT Interest/Estate Fee Simple

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

Address TORONTO

PIN 76559 - 0622 LT Interest/Estate Fee Simple

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

Address TORONTO

PIN 76559 - 0623 LT Interest/Estate Fee Simple

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

Address TORONTO

PIN 76559 - 0624 LT Interest/Estate Fee Simple

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

Address TORONTO

PIN 76559 - 0625 LT Interest/Estate Fee Simple

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

Address TORONTO

PIN 76559 - 0626 LT Interest/Estate Fee Simple

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

Address TORONTO

PIN 76559 - 0627 LT Interest/Estate Fee Simple

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

Address TORONTO

PIN 76559 - 0628 LT Interest/Estate Fee Simple

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

Address TORONTO

PIN 76559 - 0629 LT Interest/Estate Fee Simple

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

Address 30 ROEHAMPTON AVENUE TORONTO

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

KINGSETT MORTGAGE CORPORATION

- and -

30 ROE INVESTMENTS CORP.

Applicant

Respondent

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

Proceeding commenced at Toronto

ORDER

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Counsel to KSV Restructuring Inc., solely in its capacity as
Court-appointed Receiver and not in its personal capacity

Appendix “C”



**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 “D”



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

December 5, 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**

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

DECEMBER 5, 2022

1.0 Introduction

1. Pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the "Court") made on May 9, 2022 (the "Receivership Order"), KSV Restructuring Inc. was appointed receiver and manager (the "Receiver") of (i) the real property legally described in Schedule "A" (the "Real Property") of the Receivership Order, (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"). A copy of the Receivership Order is attached as Appendix "A".
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 (each, a "Unit" and collectively, the "Units").
3. This report (the "Report") is filed by KSV in its capacity as Receiver.

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 date of the First Report to Court dated July 7, 2022 (the "First Report");
 - c) provide an update on the Court-approved sale process (the "Sale Process") pursuant to which the Units are being marketed for sale by the Receiver with the assistance of HomeLife Landmark Realty Inc. ("HomeLife") as the listing agent;
 - d) summarize proposed amendments to the Sale Process (the "Amended Sale Process") (as described in Section 4.2 of the Report), including:
 - i. the proposed retention of RE/MAX Hallmark Realty Ltd., Brokerage ("Remax") to act as the new listing agent for the Units; and
 - ii. confirming the Receiver's authority to: (a) list any number of the Units for sale at any time as it, following consultation with Remax, determines is appropriate in its sole discretion; (b) list all the Units for sale; and (c) list Units for sale that are occupied; and
 - e) recommend that the Court make an order:
 - i. approving the Amended Sale Process, including the Receiver's execution of a listing agreement to be entered into between Remax and the Receiver (the "Remax Listing Agreement"); and
 - ii. approving the Receiver's activities as described in the 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 Raymond Zar ("Zar"), the principal of the Company, 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 have been furnished by the Company. The Receiver understands from discussions and correspondence with the Company and its review of bank records that prior to the receivership, most of the Units were rented via websites advertising short-term rentals, including Airbnb.

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 December 2, 2022, it was owed a total of approximately \$2.4 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.
2. CRA has advised the Receiver that the Company has not filed any HST returns for the period commencing January 1, 2020 to the date of the receivership. Despite several requests for the Company's books and records, the Receiver does not have the information necessary to file these overdue returns.

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 expired earlier in the year. 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 and in the First Report, the Receiver has asked the Company on numerous occasions for information concerning the Company's creditors. To date, limited information in this regard has been provided to the Receiver. Accordingly, the Receiver has been unable to compile complete creditor lists and all information about the indebtedness of the Company in this Report should be considered preliminary.

2.3 Additional Information

1. Additional information regarding the Company and these proceedings is included in the First Report, a copy of which is provided, without appendices, in Appendix "B". Materials filed with the Court in this proceeding can be accessed from the Receiver's website at: <https://www.ksvadvisory.com/experience/case/30-roe-investments-corp->.

3.0 Receiver's Activities

3.1 Records and Property

1. As described in the First Report, the Receiver was unable to obtain various Records (as defined in the Receivership Order) from the Company notwithstanding repeated requests and demands. Given the difficulties experienced by the Receiver in obtaining access to the Records and the Property from the Company and Zar, the Receiver sought an order directing the Company and Zar to provide certain Records and Property to the Receiver, including: (i) a list of the creditors of the Company; (ii) details of all Property; (iii) copies of any leases in respect of the Units; (iv) any post-dated rent cheques in respect of the Units; and (v) the keys for the Units and any security cards, fobs or similar items required to access Minto 30 Roe. On July 18, 2022, the Court granted the order sought, a copy of which is attached as Appendix "C" (the "Records and Property Order"). The Records and Property Order also directs the Company and Zar to deliver such further Records or Property as may be requested in writing by the Receiver from time to time.
2. On July 19, 2022, the Receiver's counsel delivered a letter to counsel to the Company enclosing the Records and Property Order and directing the Company and Zar to deliver the specified Records and Property detailed in the order to the Receiver forthwith and by no later than 3:00 pm (Toronto time) on July 21, 2022, and requesting that the Company deliver certain further specified Records to the Receiver by no later than end of day on July 22, 2022. A copy of this letter is attached as Appendix "D" (the "July 19 Letter"). The July 19 Letter emphasized that the Receiver had still not received the keys to the Units despite numerous prior requests and Zar's advice that they were being couriered to the Receiver on July 14, 2022, and advised that if the keys were not received by the Receiver by July 21, 2022, the Receiver would proceed to change the locks on the Units.

3. None of the Records or Property requested (including the keys to the Units) were delivered to the Receiver by the deadlines specified in the July 19 Letter.
4. On July 25, 2022, the Receiver's counsel delivered a further letter to counsel to the Company, a copy of which is attached as Appendix "E" (the "July 25 Letter"). Among other things, the July 25 Letter confirmed that none of the Records and Property requested in the July 19 Letter had been received by the specified deadlines and that the Company and Zar were in breach of the Records and Property Order. As relates to the keys, the July 25 Letter advised that the Receiver had made arrangements to change the locks for the Units. The July 25 Letter also advised that the Receiver had learned that a tenant had delivered post-dated rent cheques to the Company for their Unit for the period through July 2023, which cheques had never been turned over to the Receiver despite repeated requests to do so.
5. On July 25, 2022, a package arrived at the Receiver's officer with the keys for the Units. Given the significant difficulties experienced by the Receiver in dealing with the Company and Zar, the Receiver proceeded to have the locks to the Units changed on or about July 26, 2022.
6. Due to the issues experienced by the Receiver in obtaining Records and Property from the Company and Zar, the Receiver has sought alternate sources of information and pursued other options to address outstanding issues, including:
 - a) on July 22, 2022, the Receiver's counsel delivered a letter to Airbnb requesting that all Records pertaining to the Units that are in Airbnb's possession be provided to the Receiver, and advising that no further rentals of the Units should be permitted via Airbnb without the express prior written consent of the Receiver, and, pending further direction from the Receiver, any listings for the Units should be removed from the Airbnb platform. A copy of this letter is attached as Appendix "F". In response to this letter, Torys LLP, Airbnb's external Canadian counsel, has provided the Receiver with certain information regarding past listings of the Units on the Airbnb platform and advised that it would deactivate the listings of the Units from its online platform. Airbnb has also made payment of certain amounts owing relating to the rental of the Units directly to the Receiver; and
 - b) engaged directly with occupants of the Units to obtain copies of rental agreements and other relevant details, such as rental terms.
7. At this time, the Receiver has not sought to enforce the Records and Property Order against the Company and/or Zar, but reserves its right to do so in the future in its discretion.

3.2 Current Status of the Units

1. In the First Report, the Receiver provided a summary of the status of the Units as provided by the Company. Since the date of the First Report, the Receiver has taken steps to verify the information provided by the Company, including by engaging directly with the occupants of the Units. An updated summary of the current status of the Units, as per the Receiver's understanding, is set out below:

Unit Number	Occupancy Status	Notes
PH01	Vacant	Occupancy ended
PH02	Occupied	Twelve-month lease expiring December 31, 2022.
PH03	Vacant	Occupancy ended
PH04	Vacant	Occupancy ended
PH05	Occupied	Initial lease expired on July 31, 2022 Signed a twelve-month lease extension to July 31, 2023
PH06	Occupied	Occupancy ending January 31, 2023
PH07	Vacant	Occupancy ended
PH08	Occupied	Occupancy ending January 13, 2023
PH09	Vacant	Occupancy ended

2. The lease for Unit PH05 was extended pursuant to an Amendment to Agreement to Lease dated June 3, 2022, which was executed by Zar and completed without the knowledge or consent of the Receiver in violation of the terms of the Receivership Order.

3.3 The Company's Proposed Refinancings

1. 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") in connection with seeking to refinance the KingSett Loan and pursue a consensual discharge of the Receiver. As discussed in the First Report, the Receiver noted certain deficiencies in the Commitment Letter, including, among other things, that the Commitment Letter was subject to numerous conditions and did not provide sufficient financing to discharge the KingSett Loan or address the costs of the receivership. 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 requested evidence from Zar showing sufficient liquid resources to bridge this funding gap and also requested that the Company provide a letter from the potential replacement lender indicating, among other things, that the conditions to the Commitment Letter had been satisfied or waived, neither of which was ever provided.
2. A subsequent commitment letter from the same proposed lender and in the same amount dated July 18, 2022, was filed by the Company with the Court just prior to the start of the Sale Process approval hearing. As noted by this Court in its Endorsement in respect of the Sale Process approval hearing, a copy of which is attached as Appendix "G", the updated commitment letter faced the same issues as outlined in the prior paragraph.

3. On August 7, 2022, the Company advised the Receiver that it was pursuing a different refinancing and subsequently delivered a commitment letter from a new lender in the amount of \$3 million. Over the course of the balance of August 2022, the Receiver and its counsel engaged in various correspondence and negotiations with the Company, the proposed new lender, CIBC, KingSett and their respective counsel regarding the potential refinancing, including negotiating and preparing draft documentation regarding a potential consensual discharge of the Receiver upon the completion of the refinancing. On the understanding that the refinancing was targeted to close on August 25, 2022, the Receiver agreed to pause the Sale Process for a brief period and delist the Unit that had been listed for sale to facilitate the potential refinancing. The proposed refinancing failed to close on August 25, 2022. Further discussions and negotiations ensued over the course of the following several days without the refinancing closing. On August 30, 2022, counsel to the Receiver advised counsel to the Company, the proposed lender, CIBC and KingSett that as the refinancing had not closed, the Receiver was continuing the Sale Process.

3.4 Zar's Allegations

1. During the course of the receivership proceedings, Zar has made numerous baseless allegations in respect of the Receiver, its counsel, HomeLife and KingSett. The Receiver and its counsel have responded to these allegations as they consider appropriate. The Receiver has also advised Zar that it does not intend to respond to his allegations on an ongoing basis, and that if he believes he has some basis for a complaint, the matter should be raised with the Court and will be addressed by the Receiver in that context. The Receiver does not intend to address these matters in detail as it does not believe they are relevant to the relief sought on the present motion, but reserves the right to do so at a later date and/or in reply should any allegations be made by the Company or Zar before the Court.

3.5 Potential Marketing of the Units as a "Hospitality Business"

1. The Company and Zar have previously taken the position that the Units should be marketed *en bloc* as a going concern hospitality business. Prior to the Sale Process approval hearing, by email dated July 10, 2022, the Receiver's counsel invited the Company to provide any information it wished to provide to the Receiver for consideration in respect of a potential going concern or *en bloc* transaction for the Units. No information was received from the Company in response to this request. Following the Sale Process hearing, the July 19 Letter followed up on the Receiver's request for information in this regard. Again, no information was received in response to this request. The July 25 Letter confirmed that as no information, including financial information, had been received in response to these requests, the Receiver was unable to assess the viability of selling the Units as a going concern hospitality business and intended to proceed with the sale of two Units in accordance with the Sale Process.

2. Based on its own review of the information available to it, the Receiver continues to believe there is no merit to the suggestion that the Units could be sold as a going concern hospitality business for a premium relative to the individual resale value of the Units, including because:
 - a. although the Receiver does not have access to financial statements for the Company, the business of the Company appears to have been loss making (as evidenced by the receivership);
 - b. prior appraisals filed by the Company valued the Units on an individual basis and indicated the highest and best use for the Units is a “a continuation of the existing residential use”;
 - c. the Units are in a condominium and the declaration of the condominium prohibits rentals of furnished units for a period of less than thirty (30) days;
 - d. rather than being rented out on a short-term basis, many of the Units were in fact being rented out by the Company on a long-term rental basis, including for lease terms of up to a year; and
 - e. although Minto 30 Roe includes usual condominium amenities (e.g. concierge, fitness room and party room), it is not a hybrid condominium/hotel project with hotel-style amenities.

3.6 Additional Activities

1. In addition to addressing and dealing with the matters described previously, since the date of the First Report, the Receiver has:
 - a) corresponded with the Royal Bank of Canada regarding the Company's bank account;
 - b) corresponded with the property manager for Minto 30 Roe regarding matters concerning the Units, including as relates to changing the locks and the payment of monthly condominium fees;
 - c) corresponded regularly with the occupants of the Units, including regarding monthly rent, the occupancy terms (including extending certain rental terms), and other general issues raised by the occupants from time to time;
 - d) engaged in correspondence with an agent of an occupant regarding a failure of the occupant to vacate a Unit at the end of the rental term, as well as a dispute regarding the return of keys to the Unit and a refund of the key deposit. The Receiver was of the view that the obligation to refund the key deposit was a pre-receivership obligation stayed by the Receivership Order. Ultimately, the occupant vacated the Unit and returned the keys;
 - e) held numerous discussions and corresponded with CIBC, KingSett and the Company concerning the receivership proceedings, including in relation to the Sale Process;

- f) corresponded regularly with HomeLife regarding the status of the Sale Process, as described in greater detail in Section 4.1 below; and
- g) prepared this Report.

4.0 Sale Process

4.1 Sale Process Update

1. Pursuant to a Listing Agreement dated July 7, 2022 (“Listing Agreement”), which was approved by the Court pursuant to an Order dated July 18, 2022 (the “Sale Process Approval Order”), the Units were being marketed for sale by HomeLife as the listing agent. A detailed summary of the proposed Sale Process was provided in Section 4 of the First Report and, accordingly, is not repeated herein. A copy of the Listing Agreement is attached as Appendix “H”.
2. For reasons described in the First Report, the Receiver initially only listed two Units for sale, being PH04 and PH09 (including the related parking spot and storage unit/locker). The selection of Units listed for sale was determined based on market advice from HomeLife, as well as the occupancy status of the Units. As provided above, PH04 was vacated on August 7, 2022 and PH09 was vacated on July 31, 2022.
3. As part of the Sale Process, HomeLife has, among other things, done the following with respect to the marketing of PH04 and PH09:
 - a) staged the Units, as required;
 - b) prepared a 3D tour of the Units;
 - c) arranged for the painting and minor repairs to the Units;
 - d) listed the Units for sale on MLS; and
 - e) provided the Receiver with weekly updates on viewings and feedback from prospective purchasers.
4. The Units were listed for sale in August 2022. Despite conducting over 40 showings and the Receiver agreeing to reduce the pricing on the Units on several occasions, there have been no offers to purchase the Units listed for sale to date (whether at the asking price or any lower price).
5. The Listing Agreement with HomeLife expired in accordance with its terms on October 18, 2022, being the three-month anniversary of its execution by the Receiver, and the two Units listed for sale were delisted from MLS on or about the same date. The Receiver has determined not to renew the Listing Agreement with HomeLife and is proposed to enter into the Remax Listing Agreement for the reasons discussed in greater detail below.

4.2 Amended Sale Process

1. In the First Report, the Receiver advised that it only intended to list two Units for sale at that time and was proposing to sell the Units in stages as: (i) it did not know how many Units were required to be sold to repay KingSett, or whether CIBC wishes to be repaid the entirety of the indebtedness owing to it; and (ii) the Receiver was concerned 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. The Receiver further advised that it intended to list two Units that had been vacated, and that it would report back to the Court on its plans for the listing of additional Units.
2. Based on, among other things, current market dynamics, the increased indebtedness owing to CIBC and KingSett from the continuing accrual of interest and expenses and the expected tax implications of sales of the Units, the Receiver now believes all of the Units will need to be sold to repay the secured indebtedness owing by the Company, and that there is likelihood of KingSett suffering a shortfall. A primary reason for the shortfall is that the Receiver believes that HST will likely need to be charged and remitted on the sale of the Units. One of the factors required to determine whether HST is owing is whether the Company or Zar claimed input tax credits when purchasing the Units. On August 5, 2022, the Receiver sent a letter to counsel to Zar requesting this information. A copy of the letter is attached as Appendix "I". The Company has not responded to this letter.
3. Since the expiry of the Listing Agreement, the Receiver has engaged in further discussions with KingSett regarding the path forward on the Sale Process, and has also discussed the status of the Sale Process with CIBC. Following these discussions, the Receiver is proposing that the Sale Process be amended as described in the following paragraphs, including engaging Remax as the new listing agent.
4. The proposed Amended Sale Process for the Units is as follows:
 - a) the Receiver, with the assistance of Remax and the Receiver's counsel, will administer, supervise, facilitate and oversee the Amended 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 in its sole discretion: (i) which and how many of the Units are to be listed for sale, and when Units are to be listed for sale; and (ii) the listing prices for the Units, including any changes to listing prices. For the avoidance of doubt: (i) the Receiver shall have the authority to list any number of the Units for sale at any time as it, following consultation with Remax, determines is appropriate in its sole discretion; (ii) the Receiver shall be entitled to list all of the Units for sale; and (iii) the Receiver shall have the right to list Units for sale that are occupied.

- b) Remax will: (i) prepare marketing materials for the Units, including a brochure, website, photographs and floor plans; (ii) arrange for the Units to be staged as and when they are to be listed for sale, provided that Remax will not be required to stage a Unit that is occupied unless agreed by the Receiver and the occupant; (iii) send an email and newsletter regarding the opportunity to its database of parties, including industry contacts, potential buyers and the brokerage community; (iv) post the Units on the Toronto Real Estate Board Multiple Listing Service (“MLS”) as and when they are to be listed for sale; and (v) hold open houses for the Units listed for sale to the extent considered appropriate;
 - c) the Units will be marketed on an “as is, where is” basis and together with their related parking and storage unit/locker;
 - 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 and 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.
5. A copy of the blackline comparison of the Amended Sale Process versus the Sale Process is attached as Appendix “J”. The key proposed changes are as follows:
- a) the Receiver proposes to enter into the Remax Listing Agreement and use Remax as the new listing agent for the Units;
 - b) although the Sale Process provides broad authority to the Receiver to oversee and administer the Sale Process, the Amended Sale Process specifically confirms the Receiver’s authority to: (i) list any number of the Units for sale at any time as it, following consultation with Remax, determines is appropriate in its sole discretion; (ii) list all of the Units for sale, and (iii) list Units for sale that are occupied.
6. The Receiver is touring the vacant Units with Remax on December 7, 2022. After the tour, the Receiver, in consultation with Remax, intends to determine the pricing, the timing and the number of Units to be listed for sale in January 2023.

4.3 Listing Agent Change

- 1. As noted previously, the term of the Listing Agreement with HomeLife was for three months following the execution of the Listing Agreement, and accordingly, the Listing Agreement expired on October 18, 2022.

2. Notwithstanding the Listing Agreement is expired, the Listing Agreement provides for a holdover period of three months following the termination of the Listing Agreement during which HomeLife is entitled to receive commissions in respect of sales of Units to purchasers who were introduced and disclosed to the Receiver or to the Unit during the term of the Listing Agreement, net of fees, commissions or other compensation paid or payable to the new listing agent.
3. Following consultation with KingSett, the Receiver determined not to renew the Listing Agreement and instead entered into discussions with Remax. The Receiver has selected Remax to act as new listing agent for the following reasons:
 - a) Remax's proposed commission rate of 3.5% is the same as HomeLife's, which was the lowest of all the broker proposals that the Receiver received. However, Remax's commission structure is more attractive to co-operating agents as it is offering a co-operating brokerage rate of 2.5% (and only keeping a commission of 1%) whereas HomeLife was offering 2% to cooperating brokerages (and keeping a commission of 1.5%). The change in commission structure should incentivize co-operating agents to bring prospective purchasers to the Units;
 - b) Gloria Yeung ("Yeung"), who will be the lead agent, has over 7 years of experience selling residential condominiums in Toronto, Ontario. Since 2016, Yeung has completed over 500 condo transactions in Downtown and Midtown Toronto and has experience selling condominiums in the Yonge and Eglinton market;
 - c) the Receiver has worked with Yeung on another receivership mandate with a successful result. The Receiver understands that an employee at KingSett has also worked with Yeung on other mandates, and KingSett is supportive of her proposed engagement by the Receiver; and
 - d) Remax is a well recognized full-service regional brokerage with over 1,800 agents operating through over 40 offices in Ontario.
4. A copy of the proposed Remax Listing Agreement is attached as Appendix "K".

4.4 Sale Process Recommendation

1. The Receiver recommends that this Court issue an Order approving the Amended Sale Process and authorizing the Receiver to enter into the Remax Listing Agreement for the following reasons:
 - a) In the Receiver's view, the proposed Amended Sale Process is commercially reasonable and consistent with other real property sale processes approved by this Court in other cases. It is consistent with the existing Sale Process and will continue to provide broad market exposure for the Units in an effort to realize maximum value for stakeholders;

- b) the Remax Listing Agreement is on substantially the same commercial terms as the existing Listing Agreement, except for the improved commission structure for cooperating agents; and
- c) based on the Receiver's experience, the Receiver believes that the commission payable to Remax under the Remax Listing Agreement is reasonable.

5.0 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)(e) 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 “E”



**Supplement to the Second Report of
KSV Restructuring Inc. as
Receiver of certain property of
30 Roe Investments Corp.**

December 13, 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**

**SUPPLEMENT TO THE SECOND REPORT OF
KSV RESTRUCTURING INC.
AS RECEIVER**

December 12, 2022

1.0 Introduction

1. This report (“Supplemental Report”) supplements the Receiver’s Second Report to Court dated December 5, 2022 (“Second Report”).
2. Unless otherwise stated, capitalized terms used in this Supplemental Report have the meanings provided to them in the Second Report.

1.1 Purpose of this Supplemental Report

1. The purpose of this Supplemental Report is to provide the Court with an update on events that have transpired since the date of the Second Report.

1.2 Restrictions

1. This Supplemental Report is subject to the restrictions in the Second Report.

2.0 Update on the Receivership Proceedings

1. As set out in the Second Report, the Receiver's records reflect that five Units should be vacant and that Unit PH01 ("PH01") was vacated by the previous occupant on or about August 27, 2022, and has not been re-let by the Receiver pending it being listed for sale. When the prior occupant vacated PH01, the Receiver obtained the keys from her.
2. On December 7, 2022, representatives of the Receiver, KingSett and Yeung, the proposed lead agent from Remax, conducted a tour of the vacant Units to prepare for the Amended Sale Process.
3. The Receiver attended at PH01 and observed that it was occupied. Such occupation was without the knowledge of or the consent of the Receiver. As the Receiver had previously changed the locks to PH01 (as well all other Units), the Receiver does not know how the occupant was able to gain access to PH01.
4. On December 8, 2022, the Receiver's legal counsel, Goodmans LLP, sent a letter by process server to the occupant in PH01 (the "December 8 Letter"). The December 8 Letter, among other things, requested information on how the person came to occupy PH01. The Receiver requested that the occupant provide a response to the Receiver by 11:00 am (Toronto time) on December 9, 2022. A copy of the December 8 Letter is attached as Appendix "A".
5. The Receiver did not receive a response by the deadline provided in the letter. Accordingly, a representative of the Receiver attended the premises on the afternoon of December 9, 2022. A female answered the door at PH01. The occupant advised she could not speak English and the Receiver left the premises.
6. The female who answered the door of PH01 was the same person who the Receiver had previously seen occupying Unit PH07 ("PH07"). The Receiver had previously been advised by Zar that the occupant of PH07 had prepaid rent until July 25, 2022. PH07 was subsequently vacated by this person, but for a suitcase and some other small personal belongings.
7. As discussed in the Second Report, Zar has previously leased a Unit without the Receiver's knowledge during these proceedings. Accordingly, prior to taking any further steps, the Receiver sent the following email to Zar on December 9, 2022 at 1:36 pm:

"Dear Raymond,

There is a female occupant living in PH01 who previously lived in PH07. Some of her belongings appear to still be on PH07. Our records indicate that this person should not be living there and we are concerned that we have a squatter. The person does not appear to speak English. We are considering filing a police report today. Please let us know if you know anything about this person before 5pm today.

Thank you,

Noah"

On December 9, 2022 at 2:25 pm, Zar responded as follows:¹

“Without Prejudice

Dear Noah,

The last time I was at the property was around three months ago when you changed all the locks. I thought you were managing access. It has been so long that I don't remember the units' occupancy status off the top of my head.

If there was forced entry, then as a Director of the condominium corporation, I can direct property management to intervene as it involves common elements and building security.

If there isn't forced entry, I wonder if the police would be helpful as each time we called them in the past, they refused to intervene and directed us to the landlord-tenant board.

But there were instances where short-term rental guests refused to check out, and we threatened to call the police, and the threat worked.

Regardless of everything else, it may be time to compare notes on the status of the units. Unless you have been collecting payments, there is ~\$100,000 outstanding by now (and much more if you agreed to rent out empty units, but let's not dwell on the past).

Let me know how I can assist.

Thank you,

Raymond”

8. A copy of this e-mail chain between the Receiver and Zar is attached as Appendix “B”.
9. Following the e-mail from Zar, the Receiver immediately filed a police report as it was concerned that a squatter was occupying PH01. At approximately 3:00 pm on December 9, 2022, the police contacted a representative of the Receiver and asked the Receiver to attend at PH01 to meet with the occupant.
10. The Receiver attended at the premises with two officers. When the Receiver and officers arrived, the occupant of PH01 was moving her belongings into PH07. The occupant advised the police she could not speak English. The police called a translator, who was also an officer, to communicate with the occupant.

¹ Although marked “Without Prejudice”, the Receiver does not believe Zar's email is privileged or confidential, including because it is not a settlement communication. The Receiver's counsel advised Zar the Receiver intended to file his email with the Court as it was relevant to the matters addressed in this Supplemental Report. Zar objected. The Receiver's counsel invited Zar to articulate the basis on which he claimed the e-mail was privileged. Following review of Zar's position, the Receiver continues to believe the email is not privileged or confidential.

11. According to information disclosed by the police to the Receiver, the occupant advised she was not allowed to be in PH01, but was entitled to live in PH07. The officers advised the occupant they required her identification because she had been trespassing. At first, the occupant refused to provide her identification to the police, but eventually provided her identification to the police after she was detained by the police. The police advised the Receiver that the occupant advised that she did not have a lease for PH07.
12. While the police were interviewing the occupant, Zar began speaking to the officers through the security system located on the ceiling of the penthouse floor hallways. Zar advised the officers, among other things, that they did not have a warrant to enter the premises and that he was a director of the condominium corporation and did not authorize the police to continue their investigation. The police officers refused to communicate with Zar.
13. The police advised the Receiver that the occupant was Zar's mother, Maryam Rezaee ("Rezaee").² The police asked the Receiver whether it wanted to press charges against Rezaee for trespassing, but the Receiver declined to do so. Zar advised the Receiver through the security system that his mother's lawyer would be calling her cellphone to speak to the police. Michael Simaan, a lawyer who has previously appeared for the Company in these proceedings, called Rezaee who provided the phone to the Receiver. Mr. Simaan advised the Receiver that he was counsel to Rezaee in litigation against Zar.
14. The Receiver understands that Rezaee has vacated PH01 and is currently in PH07. The Receiver has no evidence that Rezaee is entitled to occupy PH07. As noted above, Zar had previously advised the Receiver that rent had only been paid on PH07 through July 25, 2022, and PH07 was vacated on or about that date. Zar did not previously disclose to the Receiver that the occupant in PH07 was his mother. The Receiver has not agreed to rent PH07 to Rezaee (or anyone else), or received any rent from her since the commencement of these proceedings.
15. Following the aforementioned incident, on December 9, 2022, the Receiver received two emails from Zar, which are attached as Appendix "C". On December 12, 2022, Zar wrote to the Court to request an "urgent case conference" and made various allegations against the Receiver, including relating to the matters described in this Supplemental Report.
16. The Receiver intends to write to Zar and Rezaee to, among other things, request they provide information on how Rezaee came to occupy PH01 and to provide evidence of any lawful basis upon which Rezaee is currently permitted to occupy PH07. Following receipt and review of the responses received (if any), the Receiver will determine how it intends to address these matters. The Receiver reserves all rights regarding the matters addressed in this Supplemental Report, including to seek relief from the Court as it considers appropriate.

* * *

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**

² The officers did not tell the Receiver Zar's mother's name. The Receiver understands from Court decisions in litigation between Zar and his mother that her name is Maryam Rezaee.

Appendix “A”

December 8, 2022

URGENT – BY HAND DELIVERY

Occupant of Unit PH01
30 Roehampton Avenue
Toronto, ON

Dear Sir/Madame:

Re: Receivership of 30 Roe Investments Corp. (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 (the “**Court**”) dated May 9, 2022 (the “**Receivership Order**”). A copy of the Receivership Order is enclosed with this letter. Further information regarding the receivership proceedings is available on the Receiver’s website at: <http://www.ksvadvisory.com/experience/case/30-roe-investments-corp->. Capitalized terms used herein and not otherwise defined have the meaning given to them in the Receivership Order.

Pursuant to the Receivership Order, which has been in force since May 9, 2022, the Receiver is authorized to take possession of and exercise control over the Property, including Unit PH01 at the 30 Minto Roe (30 Roehampton Avenue, Toronto, Ontario) (“**Unit PH01**”), to the exclusion of all other Persons, including the Debtor.

According to the Receiver’s records, Unit PH01 was vacated by the previous occupant on or about August 27, 2022, and has not been re-let by the Receiver pending it being listed for sale. The Receiver and its real estate agent attended at Unit PH01 on December 7, 2022, and observed that it was occupied. Such occupation is without the knowledge of (prior to yesterday) or the consent of the Receiver.

Please immediately contact the Receiver at the contact information below to discuss this situation, including providing:

1. Your name and contact particulars (phone number and email) and the name(s) and contact particulars of any other person occupying Unit PH01 with you;
2. Details of how you came to occupy Unit PH01, including:
 - a. the date you commenced occupation of Unit PH01 and when you are scheduled to vacate Unit PH01;

- b. who purported to rent (or provide access to) Unit PH01 to you and when;
- c. who provided you with keys and access to Unit PH01;
- d. how much rent you are paying (and to whom you are paying it); and
- e. copies of any leases, rental agreements, reservations, receipts or similar such documents pertaining to your occupation of Unit PH01.

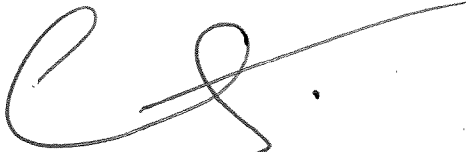
Please contact Noah Goldstein of the Receiver's office by phone at 416.844.4842 or at ngoldstein@ksvadvisory.com to discuss these matters immediately.

It is imperative that you contact the Receiver immediately. Should you fail to contact the Receiver by **11:00 am (Toronto time) on December 9, 2022**, the Receiver reserves the right to seek relief from the Court or other authority to address this situation, including seeking to have you evicted from Unit PH01.

Thank you in advance for your cooperation.

Yours truly,

Goodmans LLP



Christopher Armstrong
CA/cag

cc.

Noah Goldstein, *KSV Restructuring Inc.*

Encl.

7329339

Appendix “B”

From: Raymond Zar <rz@roehamptoncapital.com>
Sent: December 9, 2022 2:25 PM
To: Noah Goldstein <ngoldstein@ksvadvisory.com>
Cc: Armstrong, Christopher <carmstrong@goodmans.ca>; Murtaza Tallat <mtallat@ksvadvisory.com>
Subject: Re: PH01

Without Prejudice

Dear Noah,

The last time I was at the property was around three months ago when you changed all the locks. I thought you were managing access. It has been so long that I don't remember the units' occupancy status off the top of my head.

If there was forced entry, then as a Director of the condominium corporation, I can direct property management to intervene as it involves common elements and building security.

If there isn't forced entry, I wonder if the police would be helpful as each time we called them in the past, they refused to intervene and directed us to the landlord-tenant board.

But there were instances where short-term rental guests refused to check out, and we threatened to call the police, and the threat worked.

Regardless of everything else, it may be time to compare notes on the status of the units. Unless you have been collecting payments, there is ~\$100,000 outstanding by now (and much more if you agreed to rent out empty units, but let's not dwell on the past).

Let me know how I can assist.

Thank you,

Raymond

Raymond Zar

ROEHAMPTON CAPITAL

d: 416.322.8509 **e:** rz@roehamptoncapital.com

On Fri, Dec 9, 2022 at 1:36 PM Noah Goldstein <ngoldstein@ksvadvisory.com> wrote:

Dear Raymond,

There is a female occupant living in PH01 who previously lived in PH07. Some of her belongings appear to still be on PH07. Our records indicate that this person should not be living there and we are concerned that we have a squatter. The person does not appear to speak English. We are considering filing a police report today. Please let us know if you know anything about this person before 5pm today.

Thank you,

Noah



Noah Goldstein
Managing Director

T 416.932.6207
M 416.844.4842
W www.ksvadvisory.com

Appendix “C”

From: Raymond Zar <rz@roehamptoncapital.com>

Sent: December 9, 2022 4:32 PM

To: Noah Goldstein <ngoldstein@ksvadvisory.com>

Cc: Jon Love <jlove@kingsettcapital.com>; Rob Kumer <RKumer@kingsettcapital.com>; Scott Coates <SCoates@kingsettcapital.com>; Jeffrey M. Warren <jwarren@blaney.com>; Armstrong, Christopher <carmstrong@goodmans.ca>; zweigs@bennettjones.com

Subject: Animal

Noah,

I had extended my hand to KingSett and was discussing a resolution. You singlehandedly destroyed any prospect of any resolution by having my mother physically assaulted an hour ago.

Only an animal would do what you just did.

ROEHAMPTON
CAPITAL

Raymond Zar, MBA

CEO

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

ROEHAMPTON CAPITAL

416-322-8500 | RoehamptonCapital.com

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

From: Raymond Zar <rz@roehamptoncapital.com>
Sent: December 9, 2022 10:55 PM
To: Jon Love <jlove@kingsettcapital.com>
Cc: Rob Kumer <RKumer@kingsettcapital.com>; Scott Coates <SCoates@kingsettcapital.com>; Jeffrey M. Warren <jwarren@blaney.com>; Armstrong, Christopher <carmstrong@goodmans.ca>; zweigs@bennettjones.com; Noah Goldstein <ngoldstein@ksvadvisory.com>; Ben Frydenberg <ben@chaitons.com>; Richard Swan <SwanR@bennettjones.com>
Subject: Open Letter #1 to Jon Love - KingSett v. Roehampton

Jon - here is a courtesy advanced copy of the first of my multi-part open letters to you that will be sent out on the PR wire.

Jon,

While Noah Goldstein of KSV, the Receiver you selected, was having my mother assaulted today, she used her broken English to ask him a simple question: "\$3 million, why no good?"

Noah did not have an answer. My mother referred to our \$3 million bank draft she secured to payout your \$1.9 million loan. Yes, 160% of your loan:

Royal Bank of Canada
Banque Royale du Canada
1545 STEELES AVE E
TORONTO, ON

70126390 7-516
DATE 20220810
YR MM DJ

PAY TO THE ORDER OF / PAYEZ À L'ORDRE DE STEVE CHAN IN TRUST \$3,000,000.00

EXACTLY \$3,000,000.00
CANADIAN DOLLARS CANADIENS

RE/OBJET
PURCHASER NAME / NOM DE L'ACHETEUR MOHAMED FAYED-ESFAHANI
PURCHASER ADDRESS / ADRESSE DE L'ACHETEUR
AUTHORIZED SIGNATURE / SIGNATURE AUTORISÉE
COUNTERSIGNED / CONTRESIGNE

0097490
FORM 16516 (10-2020)

Here is the clause Chris Armstrong, the Receiver's lawyer, inserted in the discharge order as a condition of agreeing to accept our \$3 million bank draft to pay you out:

13. **THIS COURT ORDERS** that no action or other proceeding shall be commenced against KingSett or any of its partners, directors, employees, affiliates, shareholders, or lawyers in any way arising from or related to the KingSett Loan (as defined in the Second Report) or the within receivership proceedings, except with prior leave of this Court on a motion served on not less than twenty (20) days' prior notice to KingSett and any other applicable above referenced person.

If the name Chris Armstrong sounds familiar, it is because of two things. One, I asked you in writing to be transparent and disclose if Chris Armstrong works for KingSett - you refused to be honest.



Raymond Zar Jul 26

Chris, Do you act for KingSett Mortgage Corporati...



Raymond Zar Jul 26

Jon, Is Chris Armstrong of Goodmans your lawyer?...

Two, Chris Armstrong is a KingSett lawyer, and you recognize his name because he has a sworn duty of loyalty to you which is why he is inserting clauses in court orders that benefit only you. Here is proof:

GOODMANS LLP

Bay Adelaide Centre – West Tower

333 Bay Street, Suite 3400

Toronto, ON M5H 2S7

Christopher Armstrong

Tel: 416.849.6013

Email: carmstrong@goodmans.ca

Lawyers for KingSett Mortgage Corporation

Yes, Chris Armstrong, the lawyer for the "independent court-appointed" Receiver, demanded that a clause be inserted into the Discharge Order barring any claims against KingSett - yes, KingSett.

This is not standard. This is not in accordance with the law. This was an act by a lawyer acting for the benefit of his client: KingSett.

The next of my open letters will take us back in time and detail exactly how we got here. For now, to quickly recap, one year ago, you found out I know about your relationship with the Ruparell family and given our history with phone recordings to make you honour your word; you correctly assumed I have the phone recordings to prove both that you misled me about not knowing the Ruparell's and that I had Ruparell on tape contradicting you.

Rather than take your chances with what that would mean for you and your company, given the mutual dealings you had with the City and other matters, you decided to authorize the secret preparation of a 400-page motion record seeking to appoint a receiver to take over \$12 million of my assets that had only \$6 million in debt - all while your loan had not matured and had no interest outstanding. You didn't ask for your money back; you ambushed me.

That was one year ago, and with every month that goes by, you are authorizing ever more reckless operations against me, culminating with literally assaulting my mother today and for the first time in my life in Canada, making me afraid for my life and that of my family.

I have few regrets - but I regret ever watching your commencement speech at Ivey and believing your words instead of looking at your history and actions:

Then without informing Bazis, Société Générale sold the loan to a numbered company, owned by the three of Canada's smartest real estate players: Alan Greenberg of Minto Group, Jon Love of KingSett Capital Inc. and mezzanine lending financier Gary Berman of Tricon Capital Group Inc.

The trio then set about acquiring the property by foreclosing on the mortgage when it started to fall into arrears in April. The strategy they used, however, was one used more in corporate bankruptcies than in real estate transactions, says Mr. Goodman. In real estate a lender who seeks to foreclose on a loan must have a receiver or the court sell the property to an unrelated third party and the proceeds of that sale is applied to the loan and accrued interest.

The trio, however, asked for Ernst & Young to be named receiver and also submitted a bid from a numbered company for \$55-million saying that if the receiver could not find a better offerbuyer for more than that, the property should be sold to the numbered company, which they controlled.

"It was unheard of in a real-estate foreclosure case," says Mr. Goodman.

Source: <https://www.theglobeandmail.com/real-estate/how-the-plan-to-build-canadas-tallest-condo-fell-apart/article4286570/>

Jon, you are the recipient of the Order of Canada. My family immigrated to Canada from Iran to escape a country where the rich can use their money and connections to do whatever they wanted. That is why I record my calls.

Sitting here tonight, thinking about all you have done the last 12 months to intimidate me into silence, so I sign your release and NDA, makes me feel like I am in Tehran, not Canada.

If you succeed in that endeavour, Canada fails.

Raymond Zar

ROEHAMPTON
CAPITAL

Raymond Zar, MBA

CEO

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

ROEHAMPTON CAPITAL

416-322-8500 | RoehamptonCapital.com

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

**APPLICATION UNDER SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990,
C. C.43, AS AMENDED, AND SECTION 243 OF THE BANKRUPTCY AND INSOLVENCY
ACT, R.S.C. 1985, C. B-3 AS AMENDED**

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

**KINGSETT MORTGAGE
CORPORATION**

-and- **30 ROE INVESTMENTS CORP.**

Applicant

Respondent

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**
Proceeding commenced at Toronto

Supplement to the Second Report of KSV Restructuring
Inc. as Receiver of certain property of 30 Roe
Investments Corp.
(December 13, 2022)

GOODMANS LLP
Barristers & Solicitors
333 Bay Street, Suite 3400
Toronto, Canada M5H 2S7

Christopher Armstrong LSO#: 55148B
carmstrong@goodmans.ca

Tel: (416) 979-2211
Fax: (416) 979-1234

Lawyers for KSV Restructuring Inc. in its capacity
as Court-appointed Receiver

Appendix “F”

December 19, 2022

PERSONAL DELIVERY - URGENT

Maryam Rezaee
30 Roehampton Avenue, Unit PH07
Toronto, ON

Dear Madame:

Re: Receivership of 30 Roe Investments Corp. (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**”), including Unit PH07 (“**PH07**”) and Unit PH01 (“**PH01**”) at the Minto 30 Roe, pursuant to the Order (Appointing Receiver) of the Ontario Superior Court of Justice (the “**Court**”) dated May 9, 2022 (the “**Receivership Order**”). A copy of the Receivership Order is enclosed with this letter. Further information regarding the receivership proceedings is available on the Receiver’s website at: <http://www.ksvadvisory.com/experience/case/30-roe-investments-corp->. Capitalized terms used herein and not otherwise defined have the meaning given to them in the Receivership Order.

The Receiver understands you are currently occupying PH07 after vacating PH01 on December 9, 2022. The Receiver further understands you are a former occupant of PH07. According to information previously provided to the Receiver by the Debtor, rent on PH07 was prepaid through July 25, 2022, and the Receiver understands you vacated Unit PH07 subsequent to July 25, 2022. Accordingly, to the knowledge of the Receiver, you have no right to presently occupy PH07. To the extent you believe you have a right to presently occupy PH07, please provide a basis for that position and evidence of same (e.g. a lease or rental agreement) for review and consideration by the Receiver as soon as possible and by no later than **December 22, 2022**.

To the extent you do not have a right to occupy PH07, this letter is to demand that you forthwith vacate PH07, including removing all of your personal belongings and leaving PH07 in an undamaged, clean and broom swept manner. Notwithstanding the foregoing (and without prejudice to the right of the Receiver to obtain vacant possession of PH07), the Receiver is prepared to provide you until **January 15, 2023**, to find alternative accommodations and vacate PH07, provided you agree you will vacate PH07 on or before that date and leave it in an undamaged, clean and broom swept manner. Please confirm by **December 22, 2022** if you intend to vacate PH07 by January 15, 2023. If you do not vacate PH07 or respond to this letter by the deadline indicated, the Receiver reserves the right to seek such relief from the Court as it considers fit, including, without limitation, a writ for vacant possession of PH07.

Regarding your prior occupancy of Unit PH01, as you are aware, the Receiver had no knowledge of your occupancy of PH01. Please advise the Receiver: (i) of the date you commenced occupation of Unit PH01; and (ii) who provided you with keys and access to Unit PH01 (or how you otherwise were able to access Unit PH01).

We would urge you to consult a lawyer with respect to this letter, which is urgent and requires a response by the deadline indicated. We understand that Michael Simaan has previously acted for you on other matters (and may still act for you) and have copied him on this letter.

Yours truly,

Goodmans LLP



Christopher Armstrong
CA/cag

cc.

Noah Goldstein, *KSV Restructuring Inc.*
Micheal Simaan, *Kramer Simaan Dhillon LLP*

Encl.

7331730

Appendix “G”

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Kingsett Mortgage Corporation Plaintiff(s)
AND
30 Roe Investments Corp. Defendant(s)

Case Management Yes No by Judge: _____

Counsel	Telephone No:	Facsimile No:
see counsel slip		

- Order Direction for Registrar (No formal order need be taken out)
 Above action transferred to the Commercial List at Toronto (No formal order need be taken out)
 Adjourned to: _____
 Time Table approved (as follows):

I heard the Receiver's motion today concerning the order it seeks to amend the sales process.
At the conclusion of the motion I granted the order sought concerning the amendments and a separate endorsement will follow concerning that order.

14 Dec 22
Date

[Signature]
Judge's Signature

Additional Pages 4 in total

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsment Continued

The purpose of this endorsement is to deal with comments made by Raymond Zar at the hearing.

Notwithstanding the fact that Mr Zar has not obtained an order pursuant to Rule 15, to represent the Respondent, I allowed him to make submissions.

At the conclusion of his submissions he stated that he planned to "hold a press conference" and planned to "broadcast" this hearing. This of course would be in violation of s. 136 of the Courts of Justice Act. At the outset of the motion the Court Registrar read aloud the prohibition of recording the motion.

When I asked Mr Zar if he recorded the hearing, he refused.

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsement Continued

to answer.

I then ordered that Mr Zar not broadcast this hearing and to do so may lead to contempt proceedings.

I offered him a copy of the transcript and urged him to seek legal counsel before taking any further steps.

For the sake of clarity, however, I am issuing this endorsement ordering and directing that Mr. Zar not, in any way, shape or form, broadcast or publish the audio and/or video of today's hearing.

Further, I am ordering that Mr Zar, if he in fact recorded the hearing in violation of s.136, destroy any such recording that

Court File Number: _____

**Superior Court of Justice
Commercial List**

FILE/DIRECTION/ORDER

Judges Endorsment Continued

he may have made - effective
immediately.

McEWT



SUPERIOR COURT OF JUSTICE

COUNSEL SLIP

COURT FILE NO.: CV-22-00674810-00CL DATE: DECEMBER 14, 2022

NO. ON LIST: 1
9:30 AM

TITLE OF PROCEEDING: KINGSETT MORTGAGE -v- 30 ROE INVESTMENTS
BEFORE JUSTICE: MCEWEN

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party, Crown:

Name of Person Appearing	Name of Party	Contact Info
SEAN ZWEIG	AP Counsel	swanr@bennettjones.com / zweigs@bennettjones.com / fosterj@bennettjones.com

For Defendant, Respondent, Responding Party, Defence:

Name of Person Appearing	Name of Party	Contact Info
RAYMOND ZAR	RE – 30 Roe Investments	rz@roehamptoncapital.com

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
CHRISTOPHER ARMSTRONG	Counsel for Receiver – KSV Restructuring	carmstrong@goodmans.ca
NOAH GOLDSTEIN & MURTAZA TALLAT	Receiver – KSV Restructuring	ngoldstein@ksvadvisory.com / mtallat@ksvadvisory.com
BEN FRYDENBERG & DARREN MARR	Counsel to Secured Creditor – CIBC	ben@chaitons.com / dmarr@chaitons.com

Appendix “H”

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Kingsett Mortgage Corporation
Plaintiff(s)
AND
30 Poe Investments Corp.
Defendant(s)

Case Management Yes No by Judge: _____

Counsel	Telephone No:	Facsimile No:
see counsel slip - attached		

- Order Direction for Registrar (No formal order need be taken out)
- Above action transferred to the Commercial List at Toronto (No formal order need be taken out)
- Adjourned to: _____
- Time Table approved (as follows):

This matter appeared before me on December 14/22.

The Receiver brought a motion seeking amendments to the Sales Process and other related relief.

At the conclusion of the motion I granted the relief sought. Counsel forwarded a draft order which I have signed and attached to this

20 Dec 22 Date McInt Judge's Signature

Additional Pages seven total

i. subject to an amendment discussed below.

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsment Continued

endorsement. The order shall go as of Dec 14/22, as amended.

Raymond Zar attended the motion. He is the principal of the Respondent. Notwithstanding that he has not sought leave to represent the Respondent, pursuant to Rule 15, I allowed him to make submissions.

Although the Respondent filed no materials, Mr Zar made a number of allegations against the Receiver, Applicant and others.

Mr Zar asked that I not proceed with the motion until investigations could be carried out and claimed that it was the duty of the Superior Court to carry out the investigations. I disagreed.

Mr Zar further asked me to recuse myself after I refused to

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsement Continued

grant him permission to record the proceeding and advised that he planned to conduct a press conference and broadcast the zoom hearing.

As a result, I issued an endorsement on an urgent basis on Dec 14/22 prohibiting him from broadcasting or publishing the hearing and to destroy any recordings that he might have made.

Insofar as the motion itself is concerned, the motion to amend the Sales Process essentially involved two changes - both of which are fair and reasonable.

The first amendment involved changing the listing agent. The Receiver proposes to use Gloria Young of Remax. Ms Young is well qualified to act, as is Remax, based

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsment Continued

on the comments in the Receiver's Second Report, which I accept.

Mr Zar did not note any problems with Ms. Yung or Remax. His comments were generally directed at the previous listing agent who is being replaced; thus, he should be pleased with a new agent being appointed.

I also note that Remax's Commission will be 0.5% higher than the previous agent's commission, but I agree with the Receiver that the change will assist in attracting buyers since it goes to the cooperating brokerage. Mr Zar did not raise any ~~real~~ⁱⁿ real opposition in this regard.

The second amendment involves the Receiver's request that it be allowed to sell all of the units, including those being occupied.

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsment Continued

Once again, based on the contents of the Second Report this is fair and reasonable. Market dynamics are changing and the market is becoming more challenging. The Receiver ought to be allowed greater flexibility to deal with these challenges.

There also may be tax implications which cannot yet be analyzed, as the Respondent has not yet provided the Receiver with the necessary information. Mr. Zar also raised concerns about this issue. The tax implications may be relevant and this can be dealt with at a later date, if necessary, and particularly when approval for the sales is sought.

Both amendments are therefore, as noted, fair and reasonable. I

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsment Continued

pause here to note that a person, apparently Mr Zar's mother, recently occupied one of the condominium units. She was removed by police, but now may be occupying another unit. Such occupation is improper given the ongoing Sales Process and the sales ought to proceed despite any occupation. Details of this issue are set out in the Receiver's Supplement to the Second Report.

I am also prepared to approve the contents of the Second Report and the activities set out therein. As noted, Mr Zar has been critical of ~~the~~ some of the Receiver's activities, but the Respondent filed no materials and my review of the activities satisfies me that approval is appropriate.

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsment Continued


I am, however, deferring approval of the Receiver's activities in the Supplement to the Second Report to a further hearing. This report was delivered the evening before the hearing. The Respondent ought to have an opportunity to respond, if it wishes. I have therefore deleted this portion of the order.

The remainder of the ancillary relief sought is fair and reasonable.

Last, as I did at the hearing, I urge Mr Zar to retain counsel to deal with this matter on behalf of the Respondent.

McL

Appendix “I”

	30 Roehampton Ave Ph04		List: \$788,888 For: Sale
	Toronto Ontario M4P 1R2		
Toronto C10 Mount Pleasant West Toronto			
Taxes: \$3,393.48 / 2022		Last Status: Pc	
SPIS: N		DOM: 15	
Condo Apt	Apartment	Rms: 4	
Level: 34	#Shares%:	Bedrooms: 1 + 1	
Unit#: 04	Locker#:	Washrooms: 1	
Corp#: TSCC / 2559	Locker Level: C	1x4xFlat	
Zoning:	Locker Unit#: 101		
Dir/Cross St: Yonge & Eglinton			
Prop Mgmt: Crossbridge Property Management			

MLS#: C5750331 Sellers: Ksv Restructuring Inc.,* Contact After Exp: N
 Holdover: 90 Possession Remarks: Tbd Possession Date: 9/30/2022 Occup: Vacant
 Status Cert: N
 Bldg Name: PIN#: ARN#:


Kitchens: 1	Pets Perm: Restrict	Balcony: Open
Fam Rm: N	Locker: Owned	Ens Lndry: Y
Basement: None	Maint: \$496.51	Lndy Lev:
Fireplace/Stv: N	A/C: Central Air	Exterior: Concrete
Heat: Forced Air / Gas	Central Vac:	Gar/Gar Spcs: None / 0.0
Apx Age:	UFFI:	Park/Drive: Undergrnd
Apx Sqft: 600-699	Elev/Lift:	Park Type: Owned
Sqft Source: As Per Builder Floorplan.	Taxes Incl: N Water Incl: N	Park/Drv Spcs: 1
Exposure: N	Heat Incl: Y Hydro Incl: N	Tot Pk Spcs: 1.0
Assessment:	Cable TV Incl: N CAC Incl: N	Pk Spot#: 62
Spec Desig: Unknown	Com Elem Incl: Y Prkg Incl: Y	Park \$/Mo:
Phys Hdp-Eqp:	Com Elem Incl: Y	Prk Lev/Unit: C
Prop Features: Public Transit, School, Terraced	Cert Level: Energy Cert:	Bldg Amen: Concierge, Exercise Room, Party/Meeting Room
	GreenPIS:	

#	Room	Level	Length (ft)	Width (ft)	Description
1	Living	Flat	10.99	x 13.32	Wood Floor W/O To Balcony Open Concept
2	Kitchen	Flat	11.32	x 8.99	Wood Floor B/I Appliances O/Looks Living
3	Prim Bdrm	Flat	9.97	x 9.97	Wood Floor Large Closet Large Closet
4	Den	Flat	8.99	x 6.49	Wood Floor Open Concept

Client Remks: Welcome To Minto's 30 Roe! A 608 Sf, 1 Br + Den Penthouse, 1 Bathroom W/ A Breathtaking 57 Sf Balcony W/ North Exposure. 9-Foot Ceilings With Floor-To-Ceiling Windows, Wood Floor Throughout. Unit Includes One Parking Space, One Locker. Building Boasts An Impressive Party Room W/ Full Kitchen, Large Terrace, Communal Barbecue, Gym And Much More!
Extras: Existing B/I Fridge, Stove, Microwave Hood & B/I Dishwasher. Stacked Washer&Dryer. See The Attached For The Long List Of Upgrades.
Brkage Remks: Property Is Sold In "As Is, Where Is" Basis, Sale Is Conditional Upon Court Approval. Lockbox For Easy Showings. Green P Parking At Building. Attach Schedule B&C. 72 Hrs Irrevocable On Offers.

HOMELIFE LANDMARK REALTY INC., BROKERAGE Ph: 905-305-1600 Fax: 905-305-1609
 7240 Woodbine Ave Unit 103 Markham
 L3R1A4
 ERKAN SEN, Broker 905-305-1600
Contract Date: 9/01/2022 **Condition:** **Ad:** Y
Expiry Date: 11/02/2022 **Cond Expiry:** **Escape:**
Last Update: 9/16/2022 **CB Comm:** 2.0 % Plus Hst **Original:** \$859,900

Appendix “J”

	30 Roehampton Ave Ph09		List: \$1,078,888 For: Sale
	Toronto Ontario M4P 1R2		
Toronto C10 Mount Pleasant West Toronto 115-20-L			
Taxes: \$4,524.64 / 2022		Last Status: Pc	
SPIS: N		DOM: 15	
Condo Apt	Apartment	Rms: 5	
Level: 34	#Shares%:	Bedrooms: 2	
Unit#: 09	Locker#: 106	Washrooms: 2	
Corp#: TSCC / 2559	Locker Level: C	1x3xFlat, 1x4xFlat	
Zoning:	Locker Unit#:		
Dir/Cross St: Yonge & Eglinton			
Prop Mgmt: Crosbridge Property Management			

MLS#: C5750332 Sellers: Ksv Restructuring Inc.,* Contact After Exp: N
 Holdover: 90 Possession Remarks: Tbd Possession Date: 9/30/2022 Occup: Vacant
 Status Cert: N
 Bldg Name: PIN#: ARN#:

Kitchens: 1	Pets Perm: Restrict	Balcony: Open
Fam Rm: N	Locker: Owned	Ens Lndry: Y
Basement: None	Maint: \$652.38	Lndy Lev:
Fireplace/Stv: N	A/C: Central Air	Exterior: Concrete
Heat: Forced Air / Gas	Central Vac:	Gar/Gar Spcs: None / 0.0
Apx Age:	UFFI:	Park/Drive: Undergrnd
Apx Sqft: 800-899	Elev/Lift:	Park Type: Owned
Sqft Source: As Per Builder Floorplan.	Taxes Incl: N Water Incl: N	Park/Drv Spcs: 1
Exposure: S	Heat Incl: Y Hydro Incl: N	Tot Pk Spcs: 1.0
Assessment:	Cable TV Incl: N CAC Incl: N	Pk Spot#: 67
Spec Desig: Unknown	Com Elem Incl: Y Prkg Incl: Y	Park \$/Mo:
Phys Hdp-Eqp:	Cert Level: Y Energy Cert:	Prk Lev/Unit: C
Prop Features: Public Transit, School, Terraced	GreenPIS:	Bldg Amen: Concierge, Exercise Room, Party/Meeting Room

#	Room	Level	Length (ft)	Width (ft)	Description
1	Living	Flat	11.48	x 11.97	Wood Floor W/O To Balcony Open Concept
2	Dining	Flat	12.73	x 14.66	Wood Floor Combined W/Kitchen O/Looks Living
3	Kitchen	Flat	12.73	x 14.66	Wood Floor Backsplash B/I Appliances
4	Prim Bdrm	Flat	10.30	x 11.81	Wood Floor 3 Pc Ensuite Large Closet
5	2nd Br	Flat	9.48	x 9.22	Wood Floor Large Window Large Closet
6	Foyer	Flat	5.97	x 3.97	Wood Floor Closet

Client Remks: Welcome To Minto's 30 Roe! A 843 Sf, 2 Br, 2 Bathroom Penthouse W/ A Breathtaking 114 Sf Large Balcony W/ South Exposure. 9-Foot Ceilings With Floor-To-Ceiling Windows, Ensuite Bath In The Primary Bedroom, Wood Floor Throughout, And An Amazing Split Bedroom Layout. Unit Includes One Parking Space, One Locker. Building Boasts An Impressive Party Room W/ Full Kitchen, Large Terrace, Communal Barbecue, Gym And Much More.

Extras: Existing B/I Fridge, Stove, Microwave Hood & B/I Dishwasher. Stacked Washer&Dryer. See The Attached For The Long List Of Upgrades.

Brkage Remks: Property Is Sold In "As Is, Where Is" Basis, Sale Is Conditional Upon Court Approval. Lockbox For Easy Showings. Green P Parking At Building. Attach Schedule B&C. 72 Hrs Irrevocable On Offers.

HOMELIFE LANDMARK REALTY INC., BROKERAGE Ph: 905-305-1600 Fax: 905-305-1609
 7240 Woodbine Ave Unit 103 Markham
 L3R1A4
 ERKAN SEN, Broker 905-305-1600

Contract Date: 9/01/2022	Condition:	Ad: Y
Expiry Date: 11/02/2022	Cond Expiry:	Escape:
Last Update: 9/16/2022	CB Comm: 2.0% Plus Hst	Original: \$1,189,000

Appendix “K”

CONDOMINIUM AGREEMENT OF PURCHASE AND SALE

The undersigned Kevin Windsor (“**Purchaser**”) hereby agrees with KSV Restructuring Inc. solely in its capacity as the court appointed receiver and manager of certain property of 30 Roe Investments Corp. (“**30 Roe**”) pursuant to an order of the Ontario Superior Court of Justice – Commercial List (the “**Court**”) made in receivership proceedings pursuant to Section 243 of the *Bankruptcy and Insolvency Act* and Section 101 of the *Courts of Justice Act* bearing court file number CV-22-00674810-00CL (the “**Vendor**”), to purchase the dwelling unit in Toronto Standard Condominium Plan No. 2559 (the “**Plan**”) at 30 Roehampton Avenue, Toronto (the “**Property**”) described in Schedule B attached hereto together with the appurtenant common interest, parking space and storage locker (collectively, the “**Unit**”).

1. Purchase price for the Unit shall be [REDACTED] (the “**Purchase Price**”) payable as follows:
 - (a) [REDACTED] by certified cheque or wire transfer payable to KSV Restructuring Inc., in trust as a deposit with this offer; and
 - (b) The balance of the Purchase Price, plus any applicable HST (as defined below), shall become due and be payable by wire transfer on the Closing Date as defined in Schedule A attached hereto.

If Purchaser does not pay the full deposit when due, then, at the option of the Vendor, this Agreement of Purchase and Sale shall become null and void and any deposit that has been paid, together with accrued interest, shall be forfeited to Vendor in full without setoff or deduction, without prejudice to any other right or remedy that Vendor may have.

2. It is expressly acknowledged and agreed that transfer of title to the Unit shall be effected by way of Vesting Order as defined in Paragraph 2 of Schedule A.
3. This Condominium Agreement of Purchase and Sale (which includes Schedules A, B, and C”) (“**Agreement of Purchase and Sale**”), when accepted, shall constitute the entire agreement between Vendor and Purchaser and becomes a binding agreement.

Schedules to Agreement of Purchase and Sale

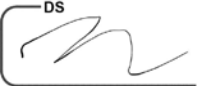
Schedule A – Additional Terms

Schedule B – Legal Description Of Unit

Schedule C – Form Of Vesting Order

Schedule D – [Intentionally Omitted]

Authentication
KW

DS


DATED this 6 day of January, 2023.

[IF PURCHASER IS A CORPORATION]

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

I/We have authority to bind the Corporation

[If Purchaser is an individual]

Witness

Witness

Purchaser:

Address
5 Oxford Court. Sharon , ON, L0G 1V0

Address

Home Telephone No. Fax No.
(905) 715-0880

Business Telephone No. Email Address
Number
(905) 715-0880

AuthentisIGN
Kevin Windsor

6/Jan/2023

Kevin Windsor

Name

Purchaser's solicitor:

Name
Jack Laurion

Firm
Laurion Law Office

Address
41 Wellington St. E. Aurora, Ontario L4G 1H6

Email Telephone Number
jlaurion@laurionlaw.com 905-841-2222



Vendor accepts this Agreement of Purchase and Sale and agrees to complete this transaction in accordance with the terms thereof.

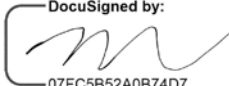
DATED at Toronto this 6 day of January, 2023.

VENDOR'S SOLICITORS

GOODMANS LLP
Bay Adelaide Centre
333 Bay Street #3400
Toronto, Ontario M5H 2S7
Attn: Chris Armstrong/Tyler
D'Angelo

Telephone: 416.979.2211
Email: carmstrong@goodmans.ca/
tdangelo@goodmans.ca

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 capacity

Per:  DocuSigned by:
07FC5B52A0B74D7

Authorized Signing Officer
I have the authority to bind the Corporation

c/o
KSV RESTRUCTURING INC.
150 King Street West
Suite 2308
Toronto, ON M5H 1J9

Attention: Noah Goldstein
Email: ngoldstein@ksvadvisory.com
Fax: 416.932.6266



**SCHEDULE A
TO CONDOMINIUM AGREEMENT OF PURCHASE AND SALE**

ADDITIONAL TERMS

Condominium

1. The Unit has been created in accordance with the Plan and a declaration registered on December 2, 2016 as Instrument No. AT4423506, with respect to a building on lands described in Schedule A to the declaration (the "**Lands**") in accordance with the provisions of the *Condominium Act, 1998* (Ontario), as amended.

Unit Transfer

2. This Agreement of Purchase and Sale shall be completed on the day that the Vendor delivers to the Purchaser the Receiver's Certificate as defined in the Approval and Vesting Order to be sought from the Court substantially in the form attached as Schedule C hereto (the "**Vesting Order**"), provided that such day is a business day in the Province of Ontario and shall not be earlier than thirty (30) days after the date this Agreement of Purchase and Sale is accepted by the Vendor (such date, the "**Acceptance Date**"), or such extended or accelerated date pursuant to the terms of this Agreement of Purchase and Sale (the day on which this Agreement of Purchase and Sale shall be completed, the "**Closing Date**"). The Purchaser and Vendor agree that the Closing Date shall be February 28, 2023, unless otherwise mutually agreed.

Deposit

3. The deposit paid by Purchaser shall be held by the Vendor, in trust, and shall be released in accordance with the terms of this Agreement of Purchase and Sale.

Title

4. Purchaser agrees to accept title "as-is, where-is", with no representation or warranty, express or implied, by the Vendor. Without limiting the generality of the foregoing, and without derogating from Sections 19 and 20, in entering into this Agreement of Purchase and Sale, the Purchaser acknowledges having had an opportunity to review, and being satisfied with, the following:
 - (a) The declaration, description, by-laws, and rules and regulations of the condominium corporation;
 - (b) Any subdivision agreement, site plan agreement, development agreement, Section 37 of the *Planning Act, R.S.O. 1990* (the "**Planning Act**") agreement or any other agreement pertaining to the development of the Lands;
 - (c) Easements or licenses for installation or maintenance of any utility or other service, including, without limitation, telephone, hydro, gas, sewer, water,



television, cable, master antenna television distribution system, support, and ventilation;

- (d) Any easement agreements, mutual use agreements, shared facilities agreements, and reciprocal agreements entered into with neighbouring landowners relating to the shared use, maintenance, repair, improvement and replacement of facilities and services;
- (e) All restrictive covenants and conditions touching or affecting the Lands, including any warning provisions or notice provisions required by any governmental authority pertaining to noise or noise attenuation or environmental matters;
- (f) Leases, service, maintenance or license agreements of portions of common elements;
- (g) Easement, restrictions and conditions that run with the Lands;
- (h) Any restrictions or reservations contained in the original crown grant; and
- (i) All registrations against title to the Unit as of the Acceptance Date (subject, for greater certainty, to Section 5(d)).

5. Purchaser acknowledges and agrees that:

- (a) it shall be allowed until five (5) days after the Acceptance Date (such date, the “**Title Requisition Date**”) to examine title, at Purchaser’s expense, and if, within that time, any valid objection is made in writing which Vendor shall be unwilling or unable to remove or satisfy and which Purchaser will not waive, this Agreement of Purchase and Sale shall, notwithstanding any intermediate negotiations in respect of such objection, be null and void and the deposit shall be returned with any interest earned thereon, less any deduction imposed by law, and Vendor shall have no further liability or obligation and shall not be liable for any costs or damages whatsoever. For greater certainty, any objections to matters contemplated or identified in Section 4 shall not constitute a “valid objection” unless such objection goes to the root of title. Save as to any valid objections so made within such time, Purchaser shall be conclusively deemed to have accepted title;
- (b) it shall not call for production of any occupancy certificate, or title deed or abstract or other evidence of title;
- (c) any requisition letter in respect of this transaction may be answered by title memorandum issued by the Vendor’s solicitors;
- (d) as of the date of this Agreement of Purchase and Sale, the Unit may be encumbered by blanket charge(s) which is (are) not to be assumed. Purchaser shall accept the Vesting Order in full satisfaction of Vendor’s obligation to provide

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- a discharge of encumbrances not intended to be assumed by Purchaser as specified on Schedule C to the Vesting Order;
- (e) Vendor will not be supplying a status certificate in respect of the Unit (the Purchaser is advised to contact TSCC No. 2559 to obtain a status certificate);
 - (f) the Unit may include a rental or leased hot water tank and associated components which would remain the property of the appropriate company or other supplier of such item, and in such event, the Purchaser shall pay the monthly rental/lease charges assessed with respect thereto from and after the Closing Date, and shall execute all requisite rental documents in connection therewith. Accordingly the cost of a hot water tank and associated components is not included in the Purchase Price;
 - (g) the HVAC equipment, which may include geothermal heating, air conditioning and furnace units, within the Unit may be leased and, if so, is not included in the Purchase Price, and in such event, the Purchaser shall pay the monthly rental/lease charges assessed with respect thereto from and after the Closing Date, and shall execute all requisite rental documents in connection therewith;
 - (h) it may be required to enter into an agreement with the supplier of hydro services to the condominium (the "**Hydro Supplier**"), and such agreement may require the Purchaser to deliver a security deposit to the Hydro Supplier prior to the Closing Date. The Purchaser agrees to deliver such security deposit to or at the direction of the Vendor on the Closing Date;
 - (i) it has had an opportunity to inspect the Unit and, further to Section 19, is purchasing the Unit on an "as is, where is" basis; and
 - (j) it shall satisfy itself as to the due compliance with the provisions of any instrument or matter referred to herein, and shall not require releases with respect to same.

Adjustments, Etc.

6. On the Closing Date, in addition to the deposit, the Purchase Price shall be adjusted as follows, with the Closing Date itself apportioned to the Purchaser:
- (a) Common expenses from and after the Closing Date shall be the responsibility of the Purchaser. To the extent any common expenses are in arrears prior to the Closing Date, the Vendor covenants, promptly following closing, to remit sufficient funds from the Purchase Price to satisfy any such common expenses that are in arrears. Common expenses owing on the Closing Date but not in arrears shall be adjusted for on closing;
 - (b) Realty taxes from and after the Closing Date shall be the responsibility of the Purchaser. To the extent any realty taxes are in arrears prior to the Closing Date, the Vendor covenants, promptly following closing, to remit sufficient funds from



the Purchase Price to the City of Toronto to satisfy any such realty taxes that are in arrears. Realty taxes owing on the Closing Date but not in arrears shall be adjusted for on closing;

- (c) The cost of water, gas, and/or electricity meter, check meter or consumption meter installation, connection charges, energization charges, and any other charges in connection with the provision of any water, gas, or electricity service; and
- (d) Legal fees and disbursements charged to Purchaser for implementing any changes to the Unit transfer documents requested by Purchaser, for reproducing or resending any Unit transfer documents, and for reimbursement of Vendor's reasonable fees and disbursements incurred on account of any default of the Purchaser.

7. All adjustments shall be subject to applicable taxes.

Taxes

- 8. (a) Purchaser shall be responsible for and pay, and indemnify and save Vendor harmless from and against any claims against Vendor resulting from a failure to pay:
 - (i) registration costs and taxes (including land transfer taxes and, if indicated below, harmonized sales tax ("HST") under the *Excise Tax Act* (Canada) (the "HST Legislation")) in connection with registration of the Vesting Order and the transfer of title of the Unit to the Purchaser; and
 - (ii) any further returns, certificates, or other filings required to be filed by the Purchaser with any governmental authority in connection with the transfer of the Unit.
- (b) Purchaser and Vendor acknowledge that the Purchase Price payable hereunder is inclusive of any applicable HST. The Vendor shall remit any applicable HST to the appropriate taxing authority as required by the HST Legislation.

Changes

- 9. Purchaser agrees to submit to Vendor on or before the Title Requisition Date, written advice as to the manner in which Purchaser intends to take title (if different from the named Purchaser in this Agreement and Purchase of Sale). If Purchaser does not submit such advice, Vendor shall be entitled to tender the Vesting Order and Receiver's Certificate (as defined in the Vesting Order) engrossed in the name of Purchaser as shown on the face of this Agreement of Purchase and Sale.



10. If, following delivery by Vendor's solicitors of the Unit transfer documents, Purchaser:
- (a) changes the names or the manner which Purchaser has previously advised to take title to the Unit;
 - (b) changes solicitors, and/or
 - (c) changes any other factual information or documentation forming part of the Unit transfer documents that are prepared by Vendor's solicitors, the Purchaser shall reimburse Vendor for Vendor's processing costs, including any legal fees and disbursements, and the cost to redo, reproduce and send the documents, for each package that is revised, reproduced or re-sent.

Closing

11. Purchaser shall provide to Vendor, on or before the Closing Date:
- (a) satisfactory evidence that Purchaser has opened accounts for all utilities or other services that are not bulk metered that supply service to the Unit or that are to be billed directly to the occupant of the Unit, and Purchaser shall not be entitled to possession of the Unit until such evidence is provided;
 - (b) undertaking to readjust;
 - (c) Purchaser's acknowledgment as to the "as-is, where-is" nature of the Unit;
 - (d) direction for title;
 - (e) the outstanding Purchase Price;
 - (f) any assumption documentation reasonably required by the Vendor; and
 - (g) all other documents which the Vendor reasonably requests to give effect to the transaction herein contemplated.
12. Vendor shall provide to the Purchaser, on or before the Closing Date:
- (a) Vesting Order;
 - (b) Receiver's Certificate;
 - (c) statement of adjustments;
 - (d) bill of sale;
 - (e) general conveyance and assignment;

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- (f) an omnibus agreement as to residency, undertaking to readjust, and directing payment of closing proceeds; and
 - (g) all other documents which the Purchaser reasonably requests to give effect to the transaction herein contemplated.
13. (a) Purchaser shall retain a lawyer who is an authorized user of Teraview Electronic Registration System (“**TERS**”) to represent Purchaser in this transaction, and shall authorize such lawyer to enter into an escrow closing agreement (“**Escrow Closing Agreement**”) with Vendor’s solicitors on the most recent form of document registration agreement published by the Law Society of Ontario, establishing the procedures and timing to be followed to complete the transaction.
- (b) The parties acknowledge that the delivery and exchange of documents, monies and keys to the Unit, and the release of them to Vendor and Purchaser, as the case may be, shall not occur at the same time as the registration of the Vesting Order and other documents requiring registration, and that the documents, monies and keys shall not be released except in strict accordance with the Escrow Closing Agreement.
- (c) Purchaser acknowledges that Purchaser will not receive the Receiver’s Certificate or a Vesting Order to the Unit for registration until the balance of funds due on the Closing Date, in accordance with the statement of adjustments, is either remitted by wire transfer to Vendor’s solicitors using the Large Value Transfer System, or by such other means as Vendor’s solicitors may direct, by no later than 3:00 p.m. on the Closing Date, or by no later than 4:00 p.m. on the Closing Date if received by wire transfer to Vendor’s solicitors’ trust account using the Large Value Transfer System administered by the Canadian Payments Association.
- (d) If, on the Closing Date, Purchaser has delivered all documents and funds required to complete the transaction, and Vendor has delivered all documents and has obtained and released the Vesting Order, Vendor shall be at liberty to release the funds after 5:00 p.m. on the Closing Date notwithstanding the failure of the Purchaser to register the Vesting Order.
14. Purchaser agrees that keys may be released to the Purchaser via lockbox on closing. Vendor’s advice that keys are available shall be a valid tender of possession of the Unit to the Purchaser.
15. If the within transaction is not completed for any reason whatsoever, notwithstanding refund or forfeiture of deposit, Purchaser shall execute and deliver such documents affecting title as are necessary for Vendor to effect a resale of Unit.

Tender

16. Any tender of documents or money may be made or given upon or to solicitor acting for party upon or to whom tender or notice is desired to be made or given, by way of facsimile



or email, and it shall be sufficient that a certified cheque may be tendered in lieu of cash. There shall be no need to personally tender on Purchaser or Purchaser's solicitor with the documents and/or keys described above, and no requirement to have an independent witness attesting to the matters described above.

17. In the event Purchaser or Purchaser's solicitor indicates or expresses to Vendor or Vendor's solicitors, on or before Closing Date, that Purchaser is unable or unwilling to close, Vendor is relieved from any obligation to make any formal tender and may exercise forthwith any and all of its rights and remedies.

Vesting Order

18. The Purchaser agrees and acknowledges that the obligation of the Vendor to complete this Agreement of Purchase and Sale is subject in all respects to the granting of the Vesting Order by the Court and such Vesting Order being in full force and effect on the Closing Date. Prior to the Closing Date the Vendor, at its expense, shall bring a motion to the Court seeking the granting of the Vesting Order, including the discharge of the encumbrances specified on Schedule C to the Vesting Order. In the event the Court declines to grant the Vesting Order, the Vendor, at its option, may elect to terminate this Agreement of Purchase and Sale by notice in writing to the Purchaser and upon such termination shall have no further liability or obligation hereunder and shall not be liable for any costs or damages whatsoever; provided that the deposit, with interest (if any) earned thereon, shall be returned to the Purchaser, less any deduction imposed by law.

Purchasing "As Is – Where is"

19. Purchaser acknowledges that Purchaser is purchasing the Unit on an "as is, where is basis", at the Purchaser's sole cost and peril, and (except as expressly provided in this Agreement of Purchase and Sale) without any express or implied agreement, representation or warranty of any kind whatsoever (legal or conventional) as to the title, area, physical characteristics, quality, profitability, use or zoning, the existence of latent defects, any environmental matter, leases, the state of accounts relating to any tenancies, accuracy of any information provided to Purchaser, Unit size, condition of the Unit, fitness for purpose, finishes, or any obligation to complete work. Without limiting the foregoing, any and all conditions or warranties expressed or implied pursuant to the *Sale of Goods Act* (Ontario) will not apply and are waived by the Purchaser, and except for the Vendor's representations and warranties expressly set out herein, all legal and conventional warranties are hereby excluded.
20. Purchaser acknowledges it is relying on its own due diligence investigations in respect of the Unit, and that the Unit will be transferred to the Purchaser complete with all existing encumbrances (registered or otherwise), save for those encumbrances to be discharged by way of the Vesting Order.

No Registration of Notice

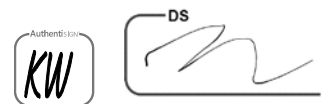
21. Purchaser covenants and agrees not to register or cause to be registered this Agreement of Purchase and Sale or notice thereof or a caution or any other document evidencing this Agreement of Purchase and Sale against title. Purchaser hereby irrevocably nominates, constitutes and appoints Vendor as Purchaser's agent and attorney, in fact and in law, to cause removal of notice of this Agreement of Purchase and Sale, caution or any other document whatsoever from title and to represent Purchaser before any level of government or administrative tribunal in accordance with this provision, and agrees to execute a separate power of attorney if required by Vendor. Purchaser shall deliver to Vendor the same covenants in written form from any subsequent purchaser.

Assignment

22. Purchaser covenants and agrees not to list for sale, advertise for sale, offer for sale, sell, lease, offer to lease, transfer or assign, Purchaser's rights hereunder or in Unit, at any time prior to the Closing Date, without prior written consent of Vendor, which consent may be unreasonably withheld in the Vendor's sole, absolute, and unfettered discretion, and may be subject to such conditions as the Vendor may see fit. Where a Purchaser is described on Page 1 of this Agreement of Purchase and Sale as having entered into this Agreement of Purchase and Sale in their personal capacity in trust for a company to be incorporated (the "**Corporate Purchaser**"), Purchaser shall, within ten (10) days before the Closing Date, be permitted to direct title to the Corporate Purchaser and to assign this Agreement of Purchase and Sale to the Corporate Purchaser without payment of any assignment fee provided that:
- (a) Purchaser, in their personal capacity, shall remain personally liable under this Agreement of Purchase and Sale until completion of the purchase and sale transaction contemplated herein;
 - (b) Purchaser is a director and a shareholder of at least 50% of the outstanding common shares of the Corporate Purchaser;
 - (c) The Corporate Purchaser assumes in writing the burden of this Agreement of Purchase and Sale, including all obligations of Purchaser herein; and
 - (d) Purchaser provides an acknowledgement and certificate satisfactory to Vendor signed by Purchaser and Corporate Purchaser confirming items (a), (b) and (c) above.

Default

23. If there is any default by Purchaser:
- (a) relating to Purchaser's obligations to execute and deliver documentation required to be given to Vendor on or before the Closing Date, or relating to any obligation



of Purchaser to pay the deposit or other monies pursuant to this Agreement of Purchase and Sale, or

- (b) relating to any covenant or agreement to be performed under this Agreement of Purchase and Sale not involving the payment of money or the delivery of documents, and such default continues for five (5) days after written notice to Purchaser or Purchaser's solicitors, or recurs after delivery of such notice,

then, in addition to any other rights or remedies which Vendor may have, Vendor, at its option, shall have the right to declare this Agreement of Purchase and Sale null and void. In such event, all deposit monies paid hereunder and interest thereon shall be forfeited to Vendor as liquidated damages and not as penalty. If Purchaser has taken possession of Unit, Purchaser shall immediately vacate Unit and Vendor shall be at liberty to sell Unit with or without re-entry.

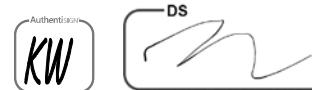
- 24. In the event of a default by the Purchaser, then Purchaser shall reimburse Vendor for Vendor's legal fees plus disbursements and HST incurred in rectification of Purchaser's default, including the issuance of notices of default and other communications, documents and services as a consequence of such default prior to termination of this Agreement of Purchase and Sale.
- 25. An administration fee of FIVE HUNDRED DOLLARS (\$500.00) plus HST shall be charged to Purchaser for any cheque delivered to Vendor and returned by Vendor's bank.

Risk

- 26. Unit and equipment within the Unit shall be and remain at risk of Vendor until the Closing Date. If Unit is damaged in any material respect before Closing Date, Vendor may either repair damage and complete this transaction, or may cancel this Agreement of Purchase and Sale and cause the deposit (including any interest thereon) to be returned to Purchaser, less any deduction imposed by law, and Purchaser shall execute and complete such documents as may be necessary to clear title to Unit. Purchaser acknowledges that Purchaser alone is responsible for repair and replacement of all improvements and betterments made or acquired by Purchaser within or upon Unit. Pending completion of sale, Vendor will hold all insurance policies and proceeds thereof in trust for the parties as their interest may appear.
- 27. Purchaser hereby indemnifies and saves Vendor harmless from all actions, causes of action, claims or demands for, arising out of, or in connection with any loss or injury to person or property of Purchaser, and/or Purchaser's employees, agents, workmen, or invitees who have entered on Property whether with or without authorization, express or implied, of Vendor, whether before or after the Acceptance Date.

Warranties

- 28. Purchaser acknowledges and agrees that the Vendor is making no representation or warranty as to any construction matters or any of the systems contained or installed in



the Unit or common elements and/or the quality and sufficiency thereof, including, without limitation, all mechanical, electrical, structural and architectural matters appurtenant to the Unit, all of which are being assumed by the Purchaser on an "as is, where is" basis at the Purchaser's sole cost and peril. Purchaser acknowledges having had an opportunity to inspect the Unit.

Survival

29. The covenants, warranties, indemnities, consents, acknowledgments and obligations contained herein on the part of or to be performed by Purchaser, and the rights conferred upon Vendor hereunder, shall survive Closing Date and remain in full force and effect notwithstanding transfer of title. The covenants, warranties, consents, acknowledgments and obligations contained herein on the part of or to be performed by Vendor, and the rights conferred upon Purchaser hereunder, shall merge on closing and shall not survive the Closing Date.

Entire Agreement

30. This Agreement of Purchase and Sale shall constitute a binding agreement and is the entire agreement of the parties with respect to the subject matter hereof, superseding all prior negotiations and discussions, oral or written. It is agreed and understood that there is no representation, warranty, collateral agreement or condition affecting this agreement or the Unit other than as expressed herein.

Planning Act

31. This Agreement of Purchase and Sale is subject to compliance with Section 50 of the *Planning Act*.

Joint and Several

32. Where there are two or more Purchasers, their obligations shall be joint and several.

Time of the Essence

33. Time shall be of the essence provided that waiver respecting any provision shall apply only to the specific provision waived.

Binding on Heirs

34. This Agreement of Purchase and Sale shall enure to benefit of and shall be binding upon the parties, their heirs, executors, administrators, successors and assigns.

Causes of Action

35. Notwithstanding any rights which Purchaser may have at law or equity, Purchaser acknowledges and agrees that Purchaser shall not assert any such rights, nor have any

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claim or cause of action arising out of or in connection with this Agreement of Purchase and Sale against any person, firm, corporation or other legal entity other than the Vendor named herein (solely in its capacity as receiver and manager of certain property of 30 Roe and with recourse only to the property that is subject to the receivership), even though the Vendor may be or adjudged to be a nominee, trustee or agent of another person, firm, corporation or other legal entity, and this acknowledgement may be pleaded as an estoppel and complete defence against the Purchaser in any lawsuit, action, application or proceeding brought by or on behalf of the Purchaser against such third parties.

Notices

36. Any notice required to be given shall be deemed to have been given if delivered, sent by facsimile transmission or electronic mail, or mailed by ordinary mail in Ontario to Purchaser or Purchaser's solicitor at the address indicated on Page 2 of this Agreement of Purchase and Sale (or at the Unit after Closing Date) and to Vendor or Vendor's solicitors at the address indicated on Page 3 of this Agreement of Purchase and Sale. Such notice shall be deemed to have been received on the third business day following posting, or, if sent by facsimile transmission or electronic mail or delivered personally shall be deemed to have been received on date of such facsimile transmission, electronic mail or personal delivery.

Gender and Number

37. This Agreement of Purchase and Sale is to be read with all changes of gender and number required.

Headings/Severability

38. The headings of this Agreement of Purchase and Sale form no part thereof and are inserted for convenience of reference only. Each provision shall be deemed to be independent and severable and the invalidity or unenforceability of any provision shall not impair or affect remainder of this Agreement of Purchase and Sale.

Mortgage Approval/Credit Report

39. Purchaser covenants and agrees to provide Vendor with all requested financial information and materials, including proof respecting Purchaser's income and source of funds and any other documents, evidence, instruments or verifications as may be required or requested by Vendor for the purpose of determining and establishing the financial ability of Purchaser to fulfil Purchaser's financial obligations under this Agreement of Purchase and Sale, at any time or times within ten (10) days of request by Vendor. If Purchaser fails to provide the information, evidence or documentation as requested within the time period specified or if the information, evidence or documentation is, in whole or in part, incomplete, false or misleading, then Purchaser shall be deemed to be in default hereunder.



40. Purchaser hereby consents to Vendor obtaining consumer's report containing credit and personal information.

Privacy and Personal Information

41. Purchaser acknowledges being advised by Vendor that personal information of Purchaser is being collected, used by Vendor and/or disclosed to third parties in connection with this real estate transaction, to process and complete the real estate transaction in accordance with this Agreement of Purchase and Sale and with applicable law, including to seek the Vesting Order from the Court, report the change of ownership to the condominium corporation upon completion of the real estate transaction, and to report the particulars of the real estate transaction as may be required by or to any governmental authority and/or any lender of 30 Roe.
42. To comply with the provisions of any applicable federal and/or provincial privacy legislation (including, but not limited to, the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, chapter 5, as amended), Purchaser hereby consents to the Vendor's collection, use and distribution to third parties described above, of the Purchaser's personal information, which includes (but is not limited to):
- (a) Purchaser's name, address, e-mail address, fax/telephone numbers, date of birth, marital status and name of spouse,
 - (b) residency status, and social insurance number,
 - (c) financial information, including family income, credit history, and employment history, and
 - (d) particulars concerning the purchase and sale transaction, including but not limited to purchase price, deposits, legal description, address of property, taxes, and the Closing Date.
43. The Vendor shall not sell such personal information, or provide or distribute such personal information to anyone except as described above or to those whom reasonably require disclosure of such information in connection with completion of the transaction herein contemplated.

Governing Law

44. This Agreement of Purchase and Sale shall be governed by the laws of the Province of Ontario and the parties hereby irrevocably attorn to the exclusive jurisdiction of the Court with respect to any dispute arising under or in connection with this Agreement of Purchase and Sale.

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Independent Legal Advice

45. The Purchaser acknowledges having been given the opportunity to obtain independent legal advice in connection with entering into this Agreement of Purchase and Sale and confirms that it has either (i) obtained such independent legal advice prior to entering into this Agreement of Purchase and Sale, or (ii) elected not to obtain independent legal advice, wishes to enter into this Agreement of Purchase and Sale without obtaining independent legal advice, fully understands the terms of this Agreement of Purchase and Sale, and agrees it will not challenge this Agreement of Purchase and Sale on the basis that it did not receive independent legal advice or did not understand the terms of this Agreement of Purchase and Sale.

Purchaser’s Schedule “E”

46. This Agreement of Purchase and Sale is subject to the Purchaser’s Schedule “E” which is attached hereto. Should there be any conflict or discrepancy between the terms of the Agreement of Purchase and Sale including any addendum thereto (collectively “Terms”), Schedule “E” shall supersede and prevail over the Terms of the Agreement of Purchase and Sale. “Buyer” as used in Schedule “E” refers to the Purchaser, and “Seller” as used in Schedule “E” refers to the Vendor.



**SCHEDULE B
TO CONDOMINIUM AGREEMENT OF PURCHASE AND SALE**

LEGAL DESCRIPTION OF UNIT – PENTHOUSE 04

Dwelling Unit:

PIN 76559-0511 (LT)

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

Parking Unit:

PIN 76559-0585 (LT)

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

Storage Unit:

PIN 76559-0624 (LT)

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

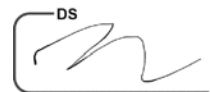


**SCHEDULE C
TO CONDOMINIUM AGREEMENT OF PURCHASE AND SALE**

FORM OF VESTING ORDER

[ATTACHED]

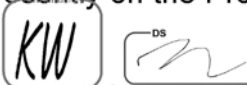
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SCHEDULE "E"
TO CONDOMINIUM AGREEMENT OF PURCHASE AND SALE

Purchaser's additional Terms for 30 ROEHAMPTON UNIT – PENTHOUSE 04

1. This offer is conditional upon the Buyer and the Buyer's lawyer reviewing the Status Certificate and Attachments and finding the Status Certificate and Attachments satisfactory in the Buyer's and the Buyer's lawyer's sole and absolute discretion. The Seller agrees to request at the Seller's expense, the Status Certificate and Attachments within 1 day after acceptance of this Offer. Unless the buyer gives notice in writing to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 5 p.m. on the 2nd day (excluding Saturdays, Sundays and Statutory Holidays) following receipt by the Buyer of the Status Certificate and Attachments, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.
2. This Offer is conditional upon the approval of the terms hereof by the Buyer's solicitor. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 3 business days next, following acceptance of this Agreement of Purchase and Sale, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.
3. The Seller agrees to delivery to the Buyer on completion of this transaction all the keys, fobs, access cards and other devices in the possession of the Seller, that provide access and entry to the building, unit and parking.
4. Within Two business days next, following acceptance, the Seller agrees to add the following Buyers, Randall Windsor and Carolyn Windsor to the Agreement of Purchase and Sale, by way of a signed Amendment to the Agreement of Purchase and Sale.
5. The Buyer shall have the right to view the property Three (3) further times prior to completion, at a mutually agreed upon time, upon the Seller being given prior 24 hour verbal notice. The Seller agrees to provide access to the property for the purpose of this viewing. Any visits to view the Property, requested by the Buyer, shall be in addition to appraisals by financial institutions, insurance companies and home inspections to facilitate this transaction. The seller agrees to provide access to the property to accommodate such inspections.
6. The Seller represents that the chattels (if any), included in the Purchase Price are being sold in "as is" condition, without warranty, and any rental contracts of rented equipment and/or chattels shall be assumed by the buyer. The Buyer acknowledges that the fixtures and chattels if any, presently on the Property are to be taken by it, at its own risk completely, without representation or warranty of any kind from the Seller as to the ownership or state of repair of any such fixtures and chattels. The Buyer further acknowledges that the chattels and fixtures presently on the Property may be subject to security interests.


Kevin Windsor

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) WEEKDAY, THE #
)
JUSTICE) DAY OF MONTH, 2023
)

B E T W E E N:

KINGSETT MORTGAGE CORPORATION

Applicant

- and -

30 ROE INVESTMENTS CORP.

Respondent

**IN THE MATTER OF AN APPLICATION UNDER SUBSECTION 243(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-13, AS AMENDED, AND
SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED**

APPROVAL AND VESTING ORDER

THIS MOTION, made by KSV Restructuring Inc. in its capacity as the Court-appointed receiver and manager (in such capacity, the "**Receiver**") without security, of (i) the real property legally described in Schedule "A" to the Order (Appointing Receiver) of this Court dated May 9, 2022 (the "**Real Property**"), (ii) all assets, undertakings and properties of 30 Roe Investments Corp. (the "**Debtor**") acquired for, used in connection with, situate at, or arising from the ownership, development, use or disposition of, the Real Property, including the proceeds therefrom, and (iii) all of the Debtor's rights, claims, advantages, benefits, title and interest in, to

and under all agreements, leases, documents, permits, approvals, licenses and instruments in respect of the Real Property and all monies or proceeds payable thereunder (collectively with (i), (ii) and (iii), the "**Property**"), for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Receiver and ● (the "**Purchaser**") dated ● and appended to the Report of the Receiver dated [●] (the "**Report**"), and vesting in the Purchaser the Debtor's right, title and interest in and to the Real Property described in Schedule B hereto (the "**Purchased Units**"), was heard this day by Zoom videoconference.

ON READING the Report and on hearing the submissions of counsel for the Receiver, [counsel for the Debtor, counsel for KingSett Mortgage Corporation and such other counsel as were present], no one appearing for any other person on the service list, although properly served as appears from the affidavit of ● sworn ● filed:

1. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved *nunc pro tunc*, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Units to the Purchaser.

2. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Units described in the Sale Agreement and listed on Schedule B hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Cavanagh dated May 9, 2022; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal

property registry system; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "Encumbrances", provided "Claims" shall not include the permitted encumbrances, easements, restrictive covenants, and other matters listed on Schedule D hereto) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Units are hereby expunged and discharged as against the Purchased Units.

3. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Titles Division of Toronto (No. [64/66]) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the Purchased Units identified in Schedule B hereto in fee simple, and is hereby directed to delete and expunge from title to such Purchased Units all of the Claims listed in Schedule C hereto.

4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Units shall stand in the place and stead of the Purchased Units, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Units with the same priority as they had with respect to the Purchased Units immediately prior to the sale, as if the Purchased Units had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

5. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

6. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Purchased Units in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

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

8. **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.

Schedule A – Form of Receiver’s Certificate

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

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Cavanagh of the Ontario Superior Court of Justice (the "**Court**") dated May 9, 2022 (the "**Receivership Order**"), KSV Restructuring Inc. was appointed as the receiver and manager (in such capacity, the "**Receiver**") without security, of (i) the real property legally described in Schedule "A" to the Receivership Order (the "**Real Property**"), (ii) all assets, undertakings and properties of 30 Roe Investments Corp. (the "**Debtor**") acquired for, used in connection with, situate at, or arising from the ownership, development, use or disposition of, the Real Property, including the proceeds therefrom, and (iii) all of the Debtor's rights, claims, advantages, benefits, title and interest in, to and under all agreements, leases, documents, permits, approvals, licenses and instruments in respect of the Real Property and all monies or proceeds payable thereunder (collectively with (i), (ii) and (iii), the "**Property**"),

B. Pursuant to an Order of the Court dated [DATE] (the “**Sale Approval Order**”), the Court approved the agreement of purchase and sale made as of [DATE OF AGREEMENT] (the “**Sale Agreement**”) between the Receiver and [NAME OF PURCHASER] (the “**Purchaser**”) and provided for the vesting in the Purchaser of the Debtor’s right, title and interest in and to the Purchased Units, which vesting is to be effective with respect to the Purchased Units upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Units; and (ii) the Transaction (as defined in the Sale Approval Order) has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Units payable pursuant to the Sale Agreement; and
2. The Transaction has been completed to the satisfaction of the Receiver.

This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

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

Per: _____

Name:

Title:

Schedule B – Legal Description of Purchased Units

Dwelling Unit:

PIN 76559-0511 (LT)

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

Parking Unit:

PIN 76559-0585 (LT)

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

Storage Unit:

PIN 76559-0624 (LT)

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

Schedule C – Claims to be deleted and expunged from title to the Purchased Units

1. Instrument No. AT4477090, registered February 1, 2017, being a Charge in favour of Canadian Imperial Bank of Commerce (“**CIBC**”) securing the principal amount of \$368,462.
2. Instrument No. AT4477178, registered February 1, 2017, being a Notice of Assignment of Rents: General in favour of CIBC.
3. Instrument no. AT5110272, registered April 8, 2019, being a Charge in favour of Kingsett Mortgage Corporation (“**KS**”) securing the principal amount of \$1,875,000 (the “**KS Charge**”).
4. Instrument no. AT5110273, registered April 8, 2019, being a Notice of Assignment of Rents: General in favour of KS.
5. Instrument no. AT5731082, registered May 7, 2021, being a Notice in favour of KS in respect of the KS Charge.
6. Instrument no. AT6073332, registered May 10, 2022, being an Application to Register Court Order in respect of the Order (Appointing Receiver) of the Ontario Superior Court of Justice (Commercial List) dated May 9, 2022

For the avoidance of doubt, each of the aforementioned instruments is to be deleted and expunged from each of the PINs identified on Schedule B hereto.

**Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Purchased Units**

(unaffected by the Vesting Order)

1. Encumbrances for real property taxes (which term includes charges, rates and assessments) for amounts the payment of which is not yet due or delinquent;
2. permits, reservations, covenants, water course, right of water, right of access or user licenses, easements, rights of way, restrictions, building schemes, licenses, restrictive covenants and servitudes, rights of access or user, airport zoning regulations and other similar rights in land (including, without limitation, licenses, easements, rights of way, servitudes and rights in the nature of easements for walkways, sidewalks, public ways, sewers, drains, gas, soil, steam and water mains or pipelines, electrical lights and power, telephone, television and cable conduits, poles, wires or cables) granted to, reserved or taken by any person;
3. title defects or irregularities which do not materially impair the use or marketability of the Purchased Units;
4. any rights of expropriation, access or use, or any other right conferred or reserved by or in any statute of Canada or the Province of Ontario;
5. improvements on adjoining lands encroaching onto any portion of the Purchased Units, and/or improvements situated on the Purchased Units encroaching onto any portion of an adjoining property, in both instances in a non-material manner;
6. any subdivision agreements, site plan control agreements, development agreements or other similar agreements with governmental authorities affecting the development or the use of the Purchased Units;
7. any facility, cost sharing, servicing, reciprocal or other similar agreements, which are necessary or of advantage to the use, operation, and/or enjoyment of the Purchased Units;
8. all rights reserved to or vested in any governmental authority or public or private utility by the terms of any lease, licence, franchise, grant, agreement or permit held by such authority or utility affecting the Purchased Units, or by any statutory provision to terminate any such lease, licence, franchise, grant, agreement or permit or to require annual or periodic payments as a condition of the continuance thereof or to distrain against or to obtain a lien on any property in the event of failure to make such annual or other periodic payments;
9. any subsisting restrictions, exceptions, reservations, limitation, provisos and conditions (including, without limitation, royalties, reservation of mines, mineral rights and timber rights, access to navigable waters and similar rights) expressed in any original grants from the Crown and any statutory limitations, exceptions, reservations and qualifications;
10. the provisions of applicable law including, without limitation, zoning, land use and building restrictions, by-laws, regulations and ordinances of governmental authorities, including municipal by-laws and regulations, airport zoning regulations, restrictive covenants and other land use limitations, public or private, by-laws and regulations and other restrictions as to the use of the Purchased Units;
11. the declaration, description, by-laws, and rules and regulations of the condominium corporation, and all leases, service, maintenance or license agreements of portions of common elements of the condominium; and

12. save and except for the Encumbrances listed in Schedule "C" to this Order, all other registrations against title to the Purchased Units, or any one of them.

7336550



Waiver

Agreement of Purchase and Sale

Form 123

for use in the Province of Ontario

BUYER: Kevin Windsor

SELLER: KSV Restructuring Inc.

REAL PROPERTY: 3504 30 Roehampton Avenue

..... Toronto On M4P 1R2

In accordance with the terms and conditions of the Agreement of Purchase and Sale dated the 6 day of January

20.23....., regarding the above property, I/We hereby waive the condition(s) which read(s) as follows:

1. This offer is conditional upon the Buyer and the Buyer's lawyer reviewing the Status Certificate and Attachments and finding the Status Certificate and Attachments satisfactory in the Buyer's and the Buyer's lawyer's sole and absolute discretion. The Seller agrees to request at the Seller's expense, the Status Certificate and Attachments within 1 day after acceptance of this Offer. Unless the buyer gives notice in writing to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 5 p.m. on the 2nd day (excluding Saturdays, Sundays and Statutory Holidays) following receipt by the Buyer of the Status Certificate and Attachments, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

2. This Offer is conditional upon the approval of the terms hereof by the Buyer's solicitor. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 3 business days next, following acceptance of this Agreement of Purchase and Sale, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

All other terms and conditions in the aforementioned Agreement of Purchase and Sale to remain unchanged.

For the purposes of this Waiver, "Buyer" includes purchaser and "Seller" includes vendor.

WAIVED at Toronto Ontario, at 4:00 this 10 day of January 20.23
(a.m./p.m.)

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

.....
(Witness)  01/10/23
(Buyer/Seller) Kevin Windsor (Seal) (Date)

.....
(Witness) (Buyer/Seller) (Seal) (Date)

Receipt acknowledged at 5.40 pm this day of 1/10/2023 20..... by:

Print Name: Gloria Yeung Signature: 



Amendment to Agreement of Purchase and Sale

Form 120

for use in the Province of Ontario

BETWEEN:

BUYER: Kevin Windsor Randall Windsor

AND

SELLER: KSV Restructuring Inc.

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the 6 day of January , 20²³

concerning the property known as 3404 30 Roehampton Avenue

..... Toronto On L5R 0E9 as more particularly described in the aforementioned Agreement.

The Buyer and Seller herein agree to the following amendment(s) to the aforementioned Agreement:

DELETE:

Kevin Windsor ("Purchaser")

INSERT:

Kevin Windsor, Carolyn Dunn-Windsor and Randall Windsor ("Purchaser")

INITIALS OF BUYER(S):

Authentisign Authentisign Authentisign
KW CD RW

INITIALS OF SELLER(S):

DS

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IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by Buyer until 6:00
(Seller/Buyer) (a.m./p.m.)

on the 11 day of January, 2023, after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

For the purposes of this Amendment to Agreement, "Buyer" includes purchaser and "Seller" includes vendor. Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective solicitors who are hereby expressly appointed in this regard.

All other Terms and Conditions in the aforementioned Agreement to remain the same.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)
.....
(Witness)
.....

Kevin Windsor *Carolyn Dunn-Windsor* 01/10/23
(Buyer/Seller) Kevin Windsor, Carolyn Dunn-Windsor (Seal) (Date)
Randall Windsor 01/10/23
(Buyer/Seller) Randall Windsor (Seal) (Date)

I, the Undersigned, agree to the above Offer to Amend the Agreement.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)
.....
(Witness)
.....

[Signature] 1/10/2023
(Buyer/Seller) KSV Restructuring Inc. (Seal) (Date)
.....
(Buyer/Seller) (Seal) (Date)

The undersigned spouse of the Seller hereby consents to the amendment(s) hereinbefore set out.

(Witness) (Spouse) (Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed 9 pm and written was finally accepted by all parties at 1/10/2023

..... this day of, 20.....
(a.m./p.m.)

DocuSigned by:
[Signature]
(Signature of Seller or Buyer) 07FC5B52A0B74D7...

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.

[Signature] 1/10/2023
(Seller) 07FC5B52A0B74D7... (Date)
KSV Restructuring Inc. (Date)
.....
(Tel. No.)
Seller's Lawyer
Address
Email
(Tel. No.) (Fax. No.)

Kevin Windsor *Carolyn Dunn-Windsor* 01/10/23
(Buyer) Kevin Windsor, Carolyn Dunn-Windsor (Date)
Randall Windsor 01/10/23 (Date)
Address for Service
.....
(Tel. No.)
Buyer's Lawyer
Address
Email
(Tel. No.) (Fax. No.)



Confirmation of Co-operation and Representation Buyer/Seller

Form 320

for use in the Province of Ontario

BUYER: Kevin Windsor

SELLER: KSV Restructuring Inc. as Court appointed Receiver
for 30 Roe Investments Corp., and not in its personal or corporate capacity

For the transaction on the property known as: 30 Roehampton Avenue 3504 Toronto On M4P 1R2

DEFINITIONS AND INTERPRETATIONS: For the purposes of this Confirmation of Co-operation and Representation: "Seller" includes a vendor, a landlord, lessor or a prospective seller, vendor, landlord or lessor and "Buyer" includes a purchaser, tenant, lessee or a prospective buyer, purchaser, tenant or lessee and "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Commission shall be deemed to include other remuneration.

The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Real Estate and Business Brokers Act, 2002, (REBBA).

1. LISTING BROKERAGE

- a) The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:
 - 1) The Listing Brokerage is not representing or providing Customer Service to the Buyer.
(If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)
 - 2) The Listing Brokerage is providing Customer Service to the Buyer.
- b) **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage. However, the Listing Brokerage shall not disclose:
 - That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
 - That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
 - The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
 - The price the Buyer should offer or the price the Seller should accept;
 - And; the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

Additional comments and/or disclosures by Listing Brokerage: (e.g. The Listing Brokerage represents more than one Buyer offering on this property.)

2. PROPERTY SOLD BY BUYER BROKERAGE – PROPERTY NOT LISTED

The Brokerage does represent the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid (does/does not)



by the Seller in accordance with a Seller Customer Service Agreement

or: by the Buyer directly

Additional comments and/or disclosures by Buyer Brokerage: (e.g. The Buyer Brokerage represents more than one Buyer offering on this property.)



Kevin Windsor



BERNIE JARRAR

INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)


BUYER

Kevin Windsor


CO-OPERATING BUYER BROKERAGE

BERNIE JARRAR


SELLER


LISTING BROKERAGE

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3. Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1.

CO-OPERATING BROKERAGE- REPRESENTATION:

- a) [X] The Co-operating Brokerage represents the interests of the Buyer in this transaction.
b) [] The Co-operating Brokerage is providing Customer Service to the Buyer in this transaction.
c) [] The Co-operating Brokerage is not representing the Buyer and has not entered into an agreement to provide customer service(s) to the Buyer.

CO-OPERATING BROKERAGE- COMMISSION:

- a) [] The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property... to be paid from the amount paid by the Seller to the Listing Brokerage.
b) [X] The Co-operating Brokerage will be paid as follows: Sterling Realty Inc. shall be paid 2.5% plus HST of the purchase price on successful closing of the transaction.

Additional comments and/or disclosures by Co-operating Brokerage: (e.g., The Co-operating Brokerage represents more than one Buyer offering on this property.)

Commission will be payable as described above, plus applicable taxes.

COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Seller.

SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)

Sterling Realty Inc., Brokerage
1798 Rockwood Drive Pickering L1V 7G8
Tel: 416-283-3000 Fax: (905) 509-9312
01/06/23
Bernie Jarrar (Broker of Record)

Re/Max Hallmark Realty Ltd, Brokerage
785 Queen St East Toronto Ontario M4M 1H5
416-465-7850 416-463-7850
1/6/2023
Gloria Yeung

CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction)
The Buyer/Seller consent with their initials to their Brokerage representing more than one client for this transaction.
BUYER'S INITIALS SELLER'S INITIALS

ACKNOWLEDGEMENT

I have received, read, and understand the above information.
Kevin Windsor 01/08/23
Kevin Windsor

DocuSigned by:
1/6/2023
KSV Restructuring Inc. as Court appointed Receiver
for 30 Roe Investments Corp. and not in its personal or corporate capacity

Appendix “L”

CONDOMINIUM AGREEMENT OF PURCHASE AND SALE

The undersigned Mingjun Hu (“**Purchaser**”) hereby agrees with KSV Restructuring Inc. solely in its capacity as the court appointed receiver and manager of certain property of 30 Roe Investments Corp. (“**30 Roe**”) pursuant to an order of the Ontario Superior Court of Justice – Commercial List (the “**Court**”) made in receivership proceedings pursuant to Section 243 of the *Bankruptcy and Insolvency Act* and Section 101 of the *Courts of Justice Act* bearing court file number CV-22-00674810-00CL (the “**Vendor**”), to purchase the dwelling unit in Toronto Standard Condominium Plan No. 2559 (the “**Plan**”) at 30 Roehampton Avenue, Toronto (the “**Property**”) described in Schedule B attached hereto together with the appurtenant common interest, parking space and storage locker (collectively, the “**Unit**”).

1. Purchase price for the Unit shall be [REDACTED] the “**Purchase Price**” payable as follows:
 - (a) [REDACTED] by certified cheque or wire transfer payable to KSV Restructuring Inc., in trust as a deposit with this offer; and
 - (b) The balance of the Purchase Price, inclusive any applicable HST (as defined below), shall become due and be payable by wire transfer on the Closing Date as defined in Schedule A attached hereto.

If Purchaser does not pay the full deposit when due, then, at the option of the Vendor, this Agreement of Purchase and Sale shall become null and void and any deposit that has been paid, together with accrued interest, shall be forfeited to Vendor in full without setoff or deduction, without prejudice to any other right or remedy that Vendor may have.

2. It is expressly acknowledged and agreed that transfer of title to the Unit shall be effected by way of Vesting Order as defined in Paragraph 2. of Schedule A.
3. This Condominium Agreement of Purchase and Sale (which includes Schedules Schedule A, Schedule B, C and D”) (“**Agreement of Purchase and Sale**”), when accepted, shall constitute the entire agreement between Vendor and Purchaser and becomes a binding agreement.

Schedules to Agreement of Purchase and Sale

Schedule A – ADDITIONAL TERMS

Schedule B – LEGAL DESCRIPTION OF UNIT

Schedule C – FORM OF VESTING ORDER

Schedule D – Buyer’s Conditions

DATED this ___ 19 ___ day of ___ Jan ___, 2023.

[IF PURCHASER IS A CORPORATION]

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

I/We have authority to bind the Corporation

[If Purchaser is an individual]

Witness

Mingjun Hu

Purchaser

Mingjun Hu  *Mingjun Hu* 01/19/23

Witness

Name

Purchaser:

Purchaser's solicitor:

Address

Name Sandy Tong

Address

Firm Sandy Tong Law Office

Home Telephone No. Fax No.

Address

200 Consumers Rd, Suite 409, Toronto, M2J 4R4

Business Telephone No. Number Email Address

Email Telephone Number

sandy@yutonglaw.com 647-351-7003

Vendor accepts this Agreement of Purchase and Sale and agrees to complete this transaction in accordance with the terms thereof.

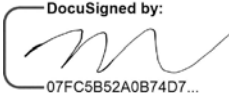
DATED at Toronto this 20 day of January, 2023.

VENDOR'S SOLICITORS

GOODMANS LLP
Bay Adelaide Centre
333 Bay Street #3400
Toronto, Ontario M5H 2S7
Attn: Chris Armstrong/Tyler
D'Angelo

Telephone: 416.979.2211
Email:
carmstrong@goodmans.ca/
tdangelo@goodmans.ca

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 capacity

Per: 
07FC5B52A0B74D7...

Authorized Signing Officer
I have the authority to bind the Corporation

c/o
KSV RESTRUCTURING INC.
150 King Street West
Suite 2308
Toronto, ON M5H 1J9

Attention: Noah Goldstein
Email: ngoldstein@ksvadvisory.com
Fax: 416.932.6266

**SCHEDULE A
TO CONDOMINIUM AGREEMENT OF PURCHASE AND SALE**

ADDITIONAL TERMS

Condominium

1. The Unit has been created in accordance with the Plan and a declaration registered on December 2, 2016 as Instrument No. AT4423506, with respect to a building on lands described in Schedule A to the declaration (the “**Lands**”) in accordance with the provisions of the *Condominium Act, 1998* (Ontario), as amended.

Unit Transfer

2. This Agreement of Purchase and Sale shall be completed on the day that the Vendor delivers to the Purchaser the Receiver’s Certificate as defined in the Approval and Vesting Order to be sought from the Court substantially in the form attached as Schedule C hereto (the “**Vesting Order**”), provided that such day is a business day in the Province of Ontario and shall not be earlier than thirty (30) days after the date this Agreement of Purchase and Sale is accepted by the Vendor (such date, the “**Acceptance Date**”), or such extended or accelerated date pursuant to the terms of this Agreement of Purchase and Sale (the day on which this Agreement of Purchase and Sale shall be completed, the “**Closing Date**”). The Purchaser and Vendor agree that the Closing Date shall be February 28, 2023, unless otherwise mutually agreed.

Deposit

3. The deposit paid by Purchaser shall be held by the Vendor, in trust, and shall be released in accordance with the terms of this Agreement of Purchase and Sale.

Title

4. Purchaser agrees to accept title “as-is, where-is”, with no representation or warranty, express or implied, by the Vendor. Without limiting the generality of the foregoing, and without derogating from Sections 19. and 20., in entering into this Agreement of Purchase and Sale, the Purchaser acknowledges having had an opportunity to review, and being satisfied with, the following:
 - (a) The declaration, description, by-laws, and rules and regulations of the condominium corporation;
 - (b) Any subdivision agreement, site plan agreement, development agreement, Section 37 of the *Planning Act*, R.S.O. 1990 (the “**Planning Act**”) agreement or any other agreement pertaining to the development of the Lands;

- (c) Easements or licenses for installation or maintenance of any utility or other service, including, without limitation, telephone, hydro, gas, sewer, water, television, cable, master antenna television distribution system, support, and ventilation;
- (d) Any easement agreements, mutual use agreements, shared facilities agreements, and reciprocal agreements entered into with neighbouring landowners relating to the shared use, maintenance, repair, improvement and replacement of facilities and services;
- (e) All restrictive covenants and conditions touching or affecting the Lands, including any warning provisions or notice provisions required by any governmental authority pertaining to noise or noise attenuation or environmental matters;
- (f) Leases, service, maintenance or license agreements of portions of common elements;
- (g) Easement, restrictions and conditions that run with the Lands;
- (h) Any restrictions or reservations contained in the original crown grant; and
- (i) All registrations against title to the Unit as of the Acceptance Date (subject, for greater certainty, to Section 5(d)).

5. Purchaser acknowledges and agrees that:

- (a) it shall be allowed until five (5) days after the Acceptance Date (such date, the “**Title Requisition Date**”) to examine title, at Purchaser’s expense, and if, within that time, any valid objection is made in writing which Vendor shall be unwilling or unable to remove or satisfy and which Purchaser will not waive, this Agreement of Purchase and Sale shall, notwithstanding any intermediate negotiations in respect of such objection, be null and void and the deposit shall be returned with any interest earned thereon, less any deduction imposed by law, and Vendor shall have no further liability or obligation and shall not be liable for any costs or damages whatsoever. For greater certainty, any objections to matters contemplated or identified in Section 4. shall not constitute a “valid objection” unless such objection goes to the root of title. Save as to any valid objections so made within such time, Purchaser shall be conclusively deemed to have accepted title;
- (b) it shall not call for production of any occupancy certificate, or title deed or abstract or other evidence of title;
- (c) any requisition letter in respect of this transaction may be answered by title memorandum issued by the Vendor’s solicitors;

- (d) as of the date of this Agreement of Purchase and Sale, the Unit may be encumbered by blanket charge(s) which is (are) not to be assumed. Purchaser shall accept the Vesting Order in full satisfaction of Vendor's obligation to provide a discharge of encumbrances not intended to be assumed by Purchaser as specified on Schedule C to the Vesting Order;
- (e) the Unit may include a rental or leased hot water tank and associated components which would remain the property of the appropriate company or other supplier of such item, and in such event, the Purchaser shall pay the monthly rental/lease charges assessed with respect thereto from and after the Closing Date, and shall execute all requisite rental documents in connection therewith. Accordingly the cost of a hot water tank and associated components is not included in the Purchase Price;
- (f) the HVAC equipment, which may include geothermal heating, air conditioning and furnace units, within the Unit may be leased and, if so, is not included in the Purchase Price, and in such event, the Purchaser shall pay the monthly rental/lease charges assessed with respect thereto from and after the Closing Date, and shall execute all requisite rental documents in connection therewith;
- (g) it may be required to enter into an agreement with the supplier of hydro services to the condominium (the "**Hydro Supplier**"), and such agreement may require the Purchaser to deliver a security deposit to the Hydro Supplier prior to the Closing Date. The Purchaser agrees to deliver such security deposit to or at the direction of the Vendor on the Closing Date;
- (h) it has had an opportunity to inspect the Unit and, further to Section 19., is purchasing the Unit on an "as is, where is" basis; and
- (i) it shall satisfy itself as to the due compliance with the provisions of any instrument or matter referred to herein, and shall not require releases with respect to same.

Adjustments, Etc.

- 6. On the Closing Date, in addition to the deposit, the Purchase Price shall be adjusted as follows, with the Closing Date itself apportioned to the Purchaser:
 - (a) Common expenses from and after the Closing Date shall be the responsibility of the Purchaser. To the extent any common expenses are in arrears prior to the Closing Date, the Vendor covenants, promptly following closing, to remit sufficient funds from the Purchase Price to satisfy any such common expenses that are in arrears. Common expenses owing on the Closing Date but not in arrears shall be adjusted for on closing;
 - (b) Realty taxes from and after the Closing Date shall be the responsibility of the Purchaser. To the extent any realty taxes are in arrears prior to the

Closing Date, the Vendor covenants, promptly following closing, to remit sufficient funds from the Purchase Price to the City of Toronto to satisfy any such realty taxes that are in arrears. Realty taxes owing on the Closing Date but not in arrears shall be adjusted for on closing;

- (c) The cost of water, gas, and/or electricity meter, check meter or consumption meter installation, connection charges, energization charges, and any other charges in connection with the provision of any water, gas, or electricity service; and
- (d) Legal fees and disbursements charged to Purchaser for implementing any changes to the Unit transfer documents requested by Purchaser, for reproducing or resending any Unit transfer documents, and for reimbursement of Vendor's reasonable fees and disbursements incurred on account of any default of the Purchaser.

7. All adjustments shall be subject to applicable taxes.

Taxes

8. Purchaser shall be responsible for and pay, and indemnify and save Vendor harmless from and against any claims against Vendor resulting from a failure to pay:

- (i) registration costs and taxes (including land transfer taxes and, if indicated below, harmonized sales tax ("HST") under the *Excise Tax Act* (Canada) (the "**HST Legislation**")) in connection with registration of the Vesting Order and the transfer of title of the Unit to the Purchaser; and
 - (ii) any further returns, certificates, or other filings required to be filed by the Purchaser with any governmental authority in connection with the transfer of the Unit.
- (b) Purchaser and Vendor acknowledge that the Purchase Price payable hereunder is inclusive of any applicable HST. The Vendor shall remit any applicable HST to the appropriate taxing authority as required by the HST Legislation.

Changes

9. Purchaser agrees to submit to Vendor on or before the Title Requisition Date, written advice as to the manner in which Purchaser intends to take title (if different from the named Purchaser in this Agreement and Purchase of Sale). If Purchaser does not submit such advice, Vendor shall be entitled to tender the Vesting Order and Receiver's Certificate (as defined in the Vesting Order) engrossed in the name of Purchaser as shown on the face of this Agreement of Purchase and Sale.

10. If, following delivery by Vendor's solicitors of the Unit transfer documents, Purchaser:
 - (a) changes the names or the manner which Purchaser has previously advised to take title to the Unit;
 - (b) changes solicitors, and/or
 - (c) changes any other factual information or documentation forming part of the Unit transfer documents that are prepared by Vendor's solicitors, the Purchaser shall reimburse Vendor for Vendor's processing costs, including any legal fees and disbursements, and the cost to redo, reproduce and send the documents, for each package that is revised, reproduced or re-sent.

Closing

11. Purchaser shall provide to Vendor, on or before the Closing Date:
 - (a) satisfactory evidence that Purchaser has opened accounts for all utilities or other services that are not bulk metered that supply service to the Unit or that are to be billed directly to the occupant of the Unit, and Purchaser shall not be entitled to possession of the Unit until such evidence is provided;
 - (b) undertaking to readjust;
 - (c) Purchaser's acknowledgment as to the "as-is, where-is" nature of the Unit;
 - (d) direction for title;
 - (e) the outstanding Purchase Price;
 - (f) any assumption documentation reasonably required by the Vendor; and
 - (g) all other documents which the Vendor reasonably requests to give effect to the transaction herein contemplated.
12. Vendor shall provide to the Purchaser, on or before the Closing Date:
 - (a) Vesting Order;
 - (b) Receiver's Certificate;
 - (c) statement of adjustments;
 - (d) bill of sale;
 - (e) general conveyance and assignment;

- (f) an omnibus agreement as to residency, undertaking to readjust, and directing payment of closing proceeds; and
 - (g) all other documents which the Purchaser reasonably requests to give effect to the transaction herein contemplated.
13. Purchaser shall retain a lawyer who is an authorized user of Teraview Electronic Registration System (“**TERS**”) to represent Purchaser in this transaction, and shall authorize such lawyer to enter into an escrow closing agreement (“**Escrow Closing Agreement**”) with Vendor’s solicitors on the most recent form of document registration agreement published by the Law Society of Ontario, establishing the procedures and timing to be followed to complete the transaction.
- (a) The parties acknowledge that the delivery and exchange of documents, monies and keys to the Unit, and the release of them to Vendor and Purchaser, as the case may be, shall not occur at the same time as the registration of the Vesting Order and other documents requiring registration, and that the documents, monies and keys shall not be released except in strict accordance with the Escrow Closing Agreement.
 - (b) Purchaser acknowledges that Purchaser will not receive the Receiver’s Certificate or a Vesting Order to the Unit for registration until the balance of funds due on the Closing Date, in accordance with the statement of adjustments, is either remitted by wire transfer to Vendor’s solicitors using the Large Value Transfer System, or by such other means as Vendor’s solicitors may direct, by no later than 3:00 p.m. on the Closing Date, or by no later than 4:00 p.m. on the Closing Date if received by wire transfer to Vendor’s solicitors’ trust account using the Large Value Transfer System administered by the Canadian Payments Association.
 - (c) If, on the Closing Date, Purchaser has delivered all documents and funds required to complete the transaction, and Vendor has delivered all documents and has obtained and released the Vesting Order, Vendor shall be at liberty to release the funds after 5:00 p.m. on the Closing Date notwithstanding the failure of the Purchaser to register the Vesting Order.
14. Purchaser agrees that keys may be released to the Purchaser via lockbox on closing. Vendor’s advice that keys are available shall be a valid tender of possession of the Unit to the Purchaser.
15. If the within transaction is not completed for any reason whatsoever, notwithstanding refund or forfeiture of deposit, Purchaser shall execute and deliver such documents affecting title as are necessary for Vendor to effect a resale of Unit.

Tender

16. Any tender of documents or money may be made or given upon or to solicitor acting for party upon or to whom tender or notice is desired to be made or given, by way of facsimile or email, and it shall be sufficient that a certified cheque may be tendered in lieu of cash. There shall be no need to personally tender on Purchaser or Purchaser's solicitor with the documents and/or keys described above, and no requirement to have an independent witness attesting to the matters described above.
17. In the event Purchaser or Purchaser's solicitor indicates or expresses to Vendor or Vendor's solicitors, on or before Closing Date, that Purchaser is unable or unwilling to close, Vendor is relieved from any obligation to make any formal tender and may exercise forthwith any and all of its rights and remedies.

Vesting Order

18. The Purchaser agrees and acknowledges that the obligation of the Vendor to complete this Agreement of Purchase and Sale is subject in all respects to the granting of the Vesting Order by the Court and such Vesting Order being in full force and effect on the Closing Date. Prior to the Closing Date the Vendor, at its expense, shall bring a motion to the Court seeking the granting of the Vesting Order, including the discharge of the encumbrances specified on Schedule C to the Vesting Order. In the event the Court declines to grant the Vesting Order, the Vendor, at its option, may elect to terminate this Agreement of Purchase and Sale by notice in writing to the Purchaser and upon such termination shall have no further liability or obligation hereunder and shall not be liable for any costs or damages whatsoever; provided that the deposit, with interest (if any) earned thereon, shall be returned to the Purchaser.

Purchasing "As Is – Where is"

19. Purchaser acknowledges that Purchaser is purchasing the Unit on an "as is, where is basis", at the Purchaser's sole cost and peril, and (except as expressly provided in this Agreement of Purchase and Sale) without any express or implied agreement, representation or warranty of any kind whatsoever (legal or conventional) as to the title, area, physical characteristics, quality, profitability, use or zoning, the existence of latent defects, any environmental matter, leases, the state of accounts relating to any tenancies, accuracy of any information provided to Purchaser, Unit size, condition of the Unit, fitness for purpose, finishes, or any obligation to complete work. Without limiting the foregoing, any and all conditions or warranties expressed or implied pursuant to the *Sale of Goods Act* (Ontario) will not apply and are waived by the Purchaser, and except for the Vendor's representations and warranties expressly set out herein, all legal and conventional warranties are hereby excluded.
20. Purchaser acknowledges it is relying on its own due diligence investigations in respect of the Unit, and that the Unit will be transferred to the Purchaser

complete with all existing encumbrances (registered or otherwise), save for those encumbrances to be discharged by way of the Vesting Order.

Assignment

21. Purchaser covenants and agrees not to list for sale, advertise for sale, offer for sale, sell, lease, offer to lease, transfer or assign, Purchaser's rights hereunder or in Unit, at any time prior to the Closing Date, without prior written consent of Vendor, which consent may be unreasonably withheld in the Vendor's sole, absolute, and unfettered discretion, and may be subject to such conditions as the Vendor may see fit. Where a Purchaser is described on Page 1 of this Agreement of Purchase and Sale as having entered into this Agreement of Purchase and Sale in their personal capacity in trust for a company to be incorporated (the "**Corporate Purchaser**"), Purchaser shall, within ten (10) days before the Closing Date, be permitted to direct title to the Corporate Purchaser and to assign this Agreement of Purchase and Sale to the Corporate Purchaser without payment of any assignment fee provided that:
- (a) Purchaser, in their personal capacity, shall remain personally liable under this Agreement of Purchase and Sale until completion of the purchase and sale transaction contemplated herein;
 - (b) Purchaser is a director and a shareholder of at least 50% of the outstanding common shares of the Corporate Purchaser;
 - (c) The Corporate Purchaser assumes in writing the burden of this Agreement of Purchase and Sale, including all obligations of Purchaser herein; and
 - (d) Purchaser provides an acknowledgement and certificate satisfactory to Vendor signed by Purchaser and Corporate Purchaser confirming items (a), (b) and (c) above.

Default

22. If there is any default by Purchaser:
- (a) relating to Purchaser's obligations to execute and deliver documentation required to be given to Vendor on or before the Closing Date, or relating to any obligation of Purchaser to pay the deposit or other monies pursuant to this Agreement of Purchase and Sale, or
 - (b) relating to any covenant or agreement to be performed under this Agreement of Purchase and Sale not involving the payment of money or the delivery of documents, and such default continues for five (5) days after written notice to Purchaser or Purchaser's solicitors, or recurs after delivery of such notice,

then, in addition to any other rights or remedies which Vendor may have, Vendor, at its option, shall have the right to declare this Agreement of Purchase and Sale

null and void. In such event, all deposit monies paid hereunder and interest thereon shall be forfeited to Vendor as liquidated damages and not as penalty. If Purchaser has taken possession of Unit, Purchaser shall immediately vacate Unit and Vendor shall be at liberty to sell Unit with or without re-entry.

23. In the event of a default by the Purchaser, then Purchaser shall reimburse Vendor for Vendor's legal fees plus disbursements and HST incurred in rectification of Purchaser's default, including the issuance of notices of default and other communications, documents and services as a consequence of such default prior to termination of this Agreement of Purchase and Sale.
24. An administration fee of FIVE HUNDRED DOLLARS (\$500.00) plus HST shall be charged to Purchaser for any cheque delivered to Vendor and returned by Vendor's bank.

Risk

25. Unit and equipment within the Unit shall be and remain at risk of Vendor until the Closing Date. If Unit is damaged in any material respect before Closing Date, Vendor may either repair damage and complete this transaction, or may cancel this Agreement of Purchase and Sale and cause the deposit (including any interest thereon) to be returned to Purchaser, less any deduction imposed by law, and Purchaser shall execute and complete such documents as may be necessary to clear title to Unit. Purchaser acknowledges that Purchaser alone is responsible for repair and replacement of all improvements and betterments made or acquired by Purchaser within or upon Unit. Pending completion of sale, Vendor will hold all insurance policies and proceeds thereof in trust for the parties as their interest may appear.
26. Purchaser hereby indemnifies and saves Vendor harmless from all actions, causes of action, claims or demands for, arising out of, or in connection with any loss or injury to person or property of Purchaser, and/or Purchaser's employees, agents, workmen, or invitees who have entered on Property whether with or without authorization, express or implied, of Vendor, whether before or after the Acceptance Date.

Warranties

27. Purchaser acknowledges and agrees that the Vendor is making no representation or warranty as to any construction matters or any of the systems contained or installed in the Unit or common elements and/or the quality and sufficiency thereof, including, without limitation, all mechanical, electrical, structural and architectural matters appurtenant to the Unit, all of which are being assumed by the Purchaser on an "as is, where is" basis at the Purchaser's sole cost and peril. Purchaser acknowledges having had an opportunity to inspect the Unit.

Survival

28. The covenants, warranties, indemnities, consents, acknowledgments and obligations contained herein on the part of or to be performed by Purchaser, and the rights conferred upon Vendor hereunder, shall survive Closing Date and remain in full force and effect notwithstanding transfer of title. The covenants, warranties, consents, acknowledgments and obligations contained herein on the part of or to be performed by Vendor, and the rights conferred upon Purchaser hereunder, shall merge on closing and shall not survive the Closing Date.

Entire Agreement

29. This Agreement of Purchase and Sale shall constitute a binding agreement and is the entire agreement of the parties with respect to the subject matter hereof, superseding all prior negotiations and discussions, oral or written. It is agreed and understood that there is no representation, warranty, collateral agreement or condition affecting this agreement or the Unit other than as expressed herein.

Planning Act

30. This Agreement of Purchase and Sale is subject to compliance with Section 50 of the *Planning Act*.

Joint and Several

31. Where there are two or more Purchasers, their obligations shall be joint and several.

Time of the Essence

32. Time shall be of the essence provided that waiver respecting any provision shall apply only to the specific provision waived.

Binding on Heirs

33. This Agreement of Purchase and Sale shall enure to benefit of and shall be binding upon the parties, their heirs, executors, administrators, successors and assigns.

Notices

34. Any notice required to be given shall be deemed to have been given if delivered, sent by facsimile transmission or electronic mail, or mailed by ordinary mail in Ontario to Purchaser or Purchaser's solicitor at the address indicated on Page 2 of this Agreement of Purchase and Sale (or at the Unit after Closing Date) and to Vendor or Vendor's solicitors at the address indicated on Page 3 of this Agreement of Purchase and Sale. Such notice shall be deemed to have been received on the third business day following posting, or, if sent by facsimile transmission or electronic mail or delivered personally shall be deemed to have

been received on date of such facsimile transmission, electronic mail or personal delivery.

Gender and Number

35. This Agreement of Purchase and Sale is to be read with all changes of gender and number required.

Headings/Severability

36. The headings of this Agreement of Purchase and Sale form no part thereof and are inserted for convenience of reference only. Each provision shall be deemed to be independent and severable and the invalidity or unenforceability of any provision shall not impair or affect remainder of this Agreement of Purchase and Sale.

Mortgage Approval/Credit Report

37. Purchaser covenants and agrees to provide Vendor with all requested financial information and materials, including proof respecting Purchaser's income and source of funds and any other documents, evidence, instruments or verifications as may be required or requested by Vendor for the purpose of determining and establishing the financial ability of Purchaser to fulfil Purchaser's financial obligations under this Agreement of Purchase and Sale, at any time or times within ten (10) days of request by Vendor. If Purchaser fails to provide the information, evidence or documentation as requested within the time period specified or if the information, evidence or documentation is, in whole or in part, incomplete, false or misleading, then Purchaser shall be deemed to be in default hereunder.
38. Purchaser hereby consents to Vendor obtaining consumer's report containing credit and personal information.

Privacy and Personal Information

39. Purchaser acknowledges being advised by Vendor that personal information of Purchaser is being collected, used by Vendor and/or disclosed to third parties in connection with this real estate transaction, to process and complete the real estate transaction in accordance with this Agreement of Purchase and Sale and with applicable law, including to seek the Vesting Order from the Court, report the change of ownership to the condominium corporation upon completion of the real estate transaction, and to report the particulars of the real estate transaction as may be required by or to any governmental authority and/or any lender of 30 Roe.
40. To comply with the provisions of any applicable federal and/or provincial privacy legislation (including, but not limited to, the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, chapter 5, as amended), Purchaser hereby consents to the Vendor's collection, use and distribution to third parties

described above, of the Purchaser's personal information, which includes (but is not limited to):

- (a) Purchaser's name, address, e-mail address, fax/telephone numbers, date of birth, marital status and name of spouse,
 - (b) residency status, and social insurance number,
 - (c) financial information, including family income, credit history, and employment history, and
 - (d) particulars concerning the purchase and sale transaction, including but not limited to purchase price, deposits, legal description, address of property, taxes, and the Closing Date.
41. The Vendor shall not sell such personal information, or provide or distribute such personal information to anyone except as described above or to those whom reasonably require disclosure of such information in connection with completion of the transaction herein contemplated.

Governing Law

42. This Agreement of Purchase and Sale shall be governed by the laws of the Province of Ontario and the parties hereby irrevocably attorn to the exclusive jurisdiction of the Court with respect to any dispute arising under or in connection with this Agreement of Purchase and Sale.

Independent Legal Advice

43. The Purchaser acknowledges having been given the opportunity to obtain independent legal advice in connection with entering into this Agreement of Purchase and Sale and confirms that it has either (i) obtained such independent legal advice prior to entering into this Agreement of Purchase and Sale, or (ii) elected not to obtain independent legal advice, wishes to enter into this Agreement of Purchase and Sale without obtaining independent legal advice, fully understands the terms of this Agreement of Purchase and Sale, and agrees it will not challenge this Agreement of Purchase and Sale on the basis that it did not receive independent legal advice or did not understand the terms of this Agreement of Purchase and Sale.

Purchaser's Schedule "D"

44. This Agreement of Purchase and Sale is subject to the Purchaser's Schedule "D" which is attached hereto. Should there be any conflict or discrepancy between the terms of the Agreement of Purchase and Sale including any addendum thereto (collectively "Terms"), Schedule "D" shall supersede and prevail over the Terms of the Agreement of Purchase and Sale. "Buyer" as used in Schedule "D" refers to the Purchaser, and "Seller" as used in Schedule "D" refers to the Vendor.

**SCHEDULE B
TO CONDOMINIUM AGREEMENT OF PURCHASE AND SALE**

LEGAL DESCRIPTION OF UNIT – PENTHOUSE 09

Dwelling Unit:

PIN 76559-0516 (LT)

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

Parking Unit:

PIN 76559-0590 (LT)

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

Storage Unit:

PIN 76559-0629 (LT)

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

with, situate at, or arising from the ownership, development, use or disposition of, the Real Property, including the proceeds therefrom, and (iii) all of the Debtor's rights, claims, advantages, benefits, title and interest in, to and under all agreements, leases, documents, permits, approvals, licenses and instruments in respect of the Real Property and all monies or proceeds payable thereunder (collectively with (i), (ii) and (iii), the "**Property**"), for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Receiver and ● (the "**Purchaser**") dated ● and appended to the Report of the Receiver dated [●] (the "**Report**"), and vesting in the Purchaser the Debtor's right, title and interest in and to the Real Property described in Schedule B hereto (the "**Purchased Units**"), was heard this day by Zoom videoconference.

ON READING the Report and on hearing the submissions of counsel for the Receiver, [counsel for the Debtor, counsel for KingSett Mortgage Corporation and such other counsel as were present], no one appearing for any other person on the service list, although properly served as appears from the affidavit of ● sworn ● filed:

1. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved *nunc pro tunc*, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Units to the Purchaser.

2. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Units described in the Sale Agreement and listed on Schedule B hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Cavanagh dated May 9, 2022; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "Encumbrances", provided "Claims" shall not include the

permitted encumbrances, easements, restrictive covenants, and other matters listed on Schedule D hereto) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Units are hereby expunged and discharged as against the Purchased Units.

3. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Titles Division of Toronto (No. [64/66]) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the Purchased Units identified in Schedule B hereto in fee simple, and is hereby directed to delete and expunge from title to such Purchased Units all of the Claims listed in Schedule C hereto.

4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Units shall stand in the place and stead of the Purchased Units, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Units with the same priority as they had with respect to the Purchased Units immediately prior to the sale, as if the Purchased Units had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

5. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

6. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Purchased Units in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

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

8. **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.

Schedule A – Form of Receiver’s Certificate

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

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Cavanagh of the Ontario Superior Court of Justice (the "**Court**") dated May 9, 2022 (the "**Receivership Order**"), KSV Restructuring Inc. was appointed as the receiver and manager (in such capacity, the "**Receiver**") without security, of (i) the real property legally described in Schedule "A" to the Receivership Order (the "**Real Property**"), (ii) all assets, undertakings and properties of 30 Roe Investments Corp. (the "**Debtor**") acquired for, used in connection with, situate at, or arising from the ownership, development, use or disposition of, the Real Property, including the proceeds therefrom, and (iii) all of the Debtor's rights, claims, advantages, benefits, title and interest in, to and under all agreements, leases, documents, permits, approvals, licenses and instruments in respect of the Real Property and all monies or proceeds payable thereunder (collectively with (i), (ii) and (iii), the "**Property**"),

B. Pursuant to an Order of the Court dated [DATE] (the "**Sale Approval Order**"), the Court approved the agreement of purchase and sale made as of [DATE OF AGREEMENT] (the "**Sale Agreement**") between the Receiver and [NAME OF PURCHASER] (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Units, which vesting is to be effective with respect to the Purchased Units upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase

Price for the Purchased Units; and (ii) the Transaction (as defined in the Sale Approval Order) has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Units payable pursuant to the Sale Agreement; and
2. The Transaction has been completed to the satisfaction of the Receiver.

This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**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**

Per: _____

Name:

Title:

Schedule B – Legal Description of Purchased Units

Dwelling Unit:

PIN 76559-0516 (LT)

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

Parking Unit:

PIN 76559-0590 (LT)

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

Storage Unit:

PIN 76559-0629 (LT)

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

Schedule C – Claims to be deleted and expunged from title to the Purchased Units

- 1. Instrument No. AT4476987, registered February 1, 2017, being a Charge in favour of Canadian Imperial Bank of Commerce (“CIBC”) securing the principal amount of \$494,722.**
- 2. Instrument No. AT4477148, registered February 1, 2017, being a Notice of Assignment of Rents: General in favour of CIBC.**
- 3. Instrument no. AT5110272, registered April 8, 2019, being a Charge in favour of Kingsett Mortgage Corporation (“KS”) securing the principal amount of \$1,875,000 (the “KS Charge”).**
- 4. Instrument no. AT5110273, registered April 8, 2019, being a Notice of Assignment of Rents: General in favour of KS.**
- 5. Instrument no. AT5731082, registered May 7, 2021, being a Notice in favour of KS in respect of the KS Charge.**
- 6. Instrument no. AT6073332, registered May 10, 2022, being an Application to Register Court Order in respect of the Order (Appointing Receiver) of the Ontario Superior Court of Justice (Commercial List) dated May 9, 2022**

For the avoidance of doubt, each of the aforementioned instruments is to be deleted and expunged from each of the PINs identified on Schedule B hereto.

Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Purchased Units

(unaffected by the Vesting Order)

1. **Encumbrances for real property taxes (which term includes charges, rates and assessments) for amounts the payment of which is not yet due or delinquent;**
2. **permits, reservations, covenants, water course, right of water, right of access or user licenses, easements, rights of way, restrictions, building schemes, licenses, restrictive covenants and servitudes, rights of access or user, airport zoning regulations and other similar rights in land (including, without limitation, licenses, easements, rights of way, servitudes and rights in the nature of easements for walkways, sidewalks, public ways, sewers, drains, gas, soil, steam and water mains or pipelines, electrical lights and power, telephone, television and cable conduits, poles, wires or cables) granted to, reserved or taken by any person;**
3. **title defects or irregularities which do not materially impair the use or marketability of the Purchased Units;**
4. **any rights of expropriation, access or use, or any other right conferred or reserved by or in any statute of Canada or the Province of Ontario;**
5. **improvements on adjoining lands encroaching onto any portion of the Purchased Units, and/or improvements situated on the Purchased Units encroaching onto any portion of an adjoining property, in both instances in a non-material manner;**
6. **any subdivision agreements, site plan control agreements, development agreements or other similar agreements with governmental authorities affecting the development or the use of the Purchased Units;**
7. **any facility, cost sharing, servicing, reciprocal or other similar agreements, which are necessary or of advantage to the use, operation, and/or enjoyment of the Purchased Units;**
8. **all rights reserved to or vested in any governmental authority or public or private utility by the terms of any lease, licence, franchise, grant, agreement or permit held by such authority or utility affecting the Purchased Units, or by any statutory provision to terminate any such lease, licence, franchise, grant, agreement or permit or to require annual or periodic payments as a condition of the continuance thereof or to distrain against or to obtain a lien on any property in the event of failure to make such annual or other periodic payments;**

- 9. any subsisting restrictions, exceptions, reservations, limitation, provisos and conditions (including, without limitation, royalties, reservation of mines, mineral rights and timber rights, access to navigable waters and similar rights) expressed in any original grants from the Crown and any statutory limitations, exceptions, reservations and qualifications;**
- 10. the provisions of applicable law including, without limitation, zoning, land use and building restrictions, by-laws, regulations and ordinances of governmental authorities, including municipal by-laws and regulations, airport zoning regulations, restrictive covenants and other land use limitations, public or private, by-laws and regulations and other restrictions as to the use of the Purchased Units;**
- 11. the declaration, description, by-laws, and rules and regulations of the condominium corporation, and all leases, service, maintenance or license agreements of portions of common elements of the condominium; and**
- 12. save and except for the Encumbrances listed in Schedule "C" to this Order, all other registrations against title to the Purchased Units, or any one of them.**

SCHEDULE "D"

TO CONDOMINIUM AGREEMENT OF PURCHASE AND SALE

Purchaser's additional Terms for 30 ROEHAMPTON UNIT – PENTHOUSE 09

1. Closing Date is February 28, 2023.

2. This Offer is conditional upon the Buyer and the Buyer's lawyer reviewing the Status Certificate and Attachments and finding the Status Certificate and Attachments satisfactory in the Buyer's and the Buyer's lawyer's sole and absolute discretion. The Seller agrees to request at the Seller's expense, the Status Certificate and Attachments within 1 day after acceptance of this Offer. Unless the buyer gives notice in writing to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 5 p.m. on the 3rd day (excluding Saturdays, Sundays and Statutory Holidays) following receipt by the Buyer of the Status Certificate and Attachments, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

3. This Offer is conditional upon the approval of the terms hereof by the Buyer's solicitor. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 3 business days next, following acceptance of this Agreement of Purchase and Sale, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

4. The Seller agrees to delivery to the Buyer on completion of this transaction all the keys, fobs, access cards and other devices in the possession of the Seller, that provide access and entry to the building, unit and parking.

5. The Buyer shall have the right to view the property Two (2) further times prior to completion, at a mutually agreed upon time, upon the Seller being given prior 24 hour verbal notice. The Seller agrees to provide access to the property for the purpose of this viewing. Any visits to view the Property, requested by the Buyer, shall be in addition to appraisals by financial institutions, insurance companies and home inspections to facilitate this transaction. The seller agrees to provide access to the property to accommodate such inspections.

6. The Seller represents that the chattels (if any), included in the Purchase Price are being sold in "as is" condition, without warranty, and any rental contracts of rented equipment and/or chattels shall be assumed by the buyer. The Buyer acknowledges that the fixtures and chattels if any, presently on the Property are to be taken by it, at its own risk completely, without representation or warranty of any kind from the Seller as to the ownership or state of repair of any such fixtures and chattels. The Buyer further acknowledges that the chattels and fixtures presently on the Property may be subject to security interests.

7. The parties to the transaction hereby acknowledge that the Co-operating Broker acts for the Buyer under a Buyer Representation Agreement and that the Co-operating Broker will be compensated through the Listing Broker for the amount as provided on the MLS System plus HST on such amount.



Confirmation of Co-operation and Representation Buyer/Seller



Form 320
for use in the Province of Ontario

BUYER: Mingjun Hu

SELLER: Ksv Restructuring Inc. as court appointed Receiver for 30 Roe Investments Corp, and not in its personal or corporate capacity

For the transaction on the property known as: 30 Roehampton Ave Ph09 Toronto ON M4P 1R2

DEFINITIONS AND INTERPRETATIONS: For the purposes of this Confirmation of Co-operation and Representation: "Seller" includes a vendor, a landlord, lessor or a prospective seller, vendor, landlord or lessor and "Buyer" includes a purchaser, tenant, lessee or a prospective buyer, purchaser, tenant or lessee and "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Commission shall be deemed to include other remuneration.

The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Real Estate and Business Brokers Act, 2002, (REBBA).

1. LISTING BROKERAGE

- a) The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:
 - 1) The Listing Brokerage is not representing or providing Customer Service to the Buyer.
(If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)
 - 2) The Listing Brokerage is providing Customer Service to the Buyer.
- b) **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage. However, the Listing Brokerage shall not disclose:
 - That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
 - That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
 - The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
 - The price the Buyer should offer or the price the Seller should accept;
 - And; the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

Additional comments and/or disclosures by Listing Brokerage: (e.g., The Listing Brokerage represents more than one Buyer offering on this property.)

2. PROPERTY SOLD BY BUYER BROKERAGE – PROPERTY NOT LISTED

- The Brokerage (does/does not) represent the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid
 - by the Seller in accordance with a Seller Customer Service Agreement
- or: by the Buyer directly

Additional comments and/or disclosures by Buyer Brokerage: (e.g., The Buyer Brokerage represents more than one Buyer offering on this property.)

INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)


BUYER


CO-OPERATING/BUYER BROKERAGE


SELLER


LISTING BROKERAGE

3. Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1.

CO-OPERATING BROKERAGE - REPRESENTATION:

- a) [X] The Co-operating Brokerage represents the interests of the Buyer in this transaction.
b) [] The Co-operating Brokerage is providing Customer Service to the Buyer in this transaction.
c) [] The Co-operating Brokerage is not representing the Buyer and has not entered into an agreement to provide customer service(s) to the Buyer.

CO-OPERATING BROKERAGE - COMMISSION:

- a) [X] The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property 2.5% + HST to be paid from the amount paid by the Seller to the Listing Brokerage.
b) [] The Co-operating Brokerage will be paid as follows:

Additional comments and/or disclosures by Co-operating Brokerage: (e.g., The Co-operating Brokerage represents more than one Buyer offering on this property.)

Commission will be payable as described above, plus applicable taxes.

COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Seller.

SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)

Royal LePage Peaceland Realty, Brokerage
160 West Beaver Creek, Unit 2 Richmond Hill, Ontario L4B 1B4
Tel: 905-707-0188 Fax: 905-707-0288
ALAN ZHENG 01/19/2023
ALAN ZHENG

RE/MAX HALLMARK REALTY LTD., BROKERAGE
785 Queen St East Toronto ON M4M1H5
Tel: 416-465-7850 Fax: 416-463-7850
Gloria Yeung 1/20/2023
GLORIA YEUNG

CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction)
The Buyer and Seller consent with their initials to their Brokerage representing more than one client for this transaction.
INITIALS OF BUYER(S) INITIALS OF SELLER(S)

ACKNOWLEDGEMENT

I have received, read, and understand the above information.
Mingjun Hu 01/19/2023
Signature of Buyer Mingjun Hu (Date)
DocuSigned by: [Signature] 1/20/2023
Signature of Seller (Date)
as court appointed Receiver for 30 Roe Investments Corp, and not in its personal or corporate capacity
Signature of Seller (Date)



Amendment to Agreement of Purchase and Sale

Form 120

for use in the Province of Ontario

BETWEEN:

BUYER: Mingjun Hu

AND

SELLER: Ksv Restructuring Inc.

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the 19 day of January, 2023,

concerning the property known as 30 Roehampton Ave Ph09

Toronto ON M4P 1R2 as more particularly described in the aforementioned Agreement.

The Buyer and Seller herein agree to the following amendment(s) to the aforementioned Agreement:

Delete:

LEGAL DESCRIPTION OF UNIT - PENTHOUSE 09

2.This Offer is conditional upon the Buyer and the Buyer's lawyer reviewing the Status Certificate and Attachments and finding the Status Certificate and Attachments satisfactory in the Buyer's and the Buyer's lawyer's sole and absolute discretion. The Seller agrees to request at the Seller's expense, the Status Certificate and Attachments within 1 day after acceptance of this Offer. Unless the buyer gives notice in writing to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 5 p.m. on the 3rd day (excluding Saturdays, Sundays and Statutory Holidays) following receipt by the Buyer of the Status Certificate and Attachments, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

3.This Offer is conditional upon the approval of the terms hereof by the Buyer's solicitor. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 3 business days next, following acceptance of this Agreement of Purchase and Sale, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

Insert:

LEGAL DESCRIPTION OF UNIT - PENTHOUSE 09 (Suite 3509)

The seller agrees to make the payment of common expenses in the amount of \$717.61, which is in default to the condominium corporation, before the closing date. The seller further warranty that there is no common expense arrears or any circumstances that would result in additional expenses against the unit.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by Buyer (Seller/Buyer) until 7:59 (a.m./p.m.) on the 24 day of January, 2023, after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

For the purposes of this Amendment to Agreement, "Buyer" includes purchaser and "Seller" includes vendor. Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective solicitors who are hereby expressly appointed in this regard.

All other Terms and Conditions in the aforementioned Agreement to remain the same.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal: Mingjun Hu 01/23/23
(Witness) (Buyer/Seller) Mingjun Hu (Seal) (Date)
(Witness) (Buyer/Seller) (Seal) (Date)

I, the Undersigned, agree to the above Offer to Amend the Agreement.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal: [Signature] 1/24/2023
(Witness) (Buyer/Seller) Ksv Restructuring Inc. (Seal) (Date)
(Witness) (Buyer/Seller) (Seal) (Date)

The undersigned spouse of the Seller hereby consents to the amendment(s) hereinbefore set out.

(Witness) (Spouse) (Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at 9 am this 1/24/2023 day of January, 2023.
(a.m./p.m.) DocuSigned by: [Signature]
(Signature of Seller or Buyer) C5B52A0B74D7...

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer. [Signature] 1/24/2023
(Seller) Ksv Restructuring Inc. (Date)
(Seller) (Date)
Address for Service
(Tel. No.)
Seller's Lawyer
Address
Email
(Tel. No.) (Fax. No.)

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer. Mingjun Hu 01/23/2023
(Buyer) Mingjun Hu (Date)
(Buyer) (Date)
Address for Service
(Tel. No.)
Buyer's Lawyer
Address
Email
(Tel. No.) (Fax. No.)

Appendix “M”

Murtaza Tallat

From: Armstrong, Christopher <carmstrong@goodmans.ca>
Sent: July 10, 2022 11:58 AM
To: Raymond Zar
Cc: Ben Frydenberg; zweigs@bennettjones.com; Noah Goldstein; Murtaza Tallat
Subject: RE: Receivership of 30 Roe Investments Corp. - Memo from Receiver re: Proposed Sale Process

Dear Mr. Zar,

Thank you for your email. As advised in our email to you of Friday, the Receiver has served its motion seeking approval of the Sale Process at the July 18 hearing and is advancing same (and until such time as the Receiver expressly advises you otherwise, you should assume this continues to be the case). At the same time, as indicated in the First Report, the Receiver also intends to continue to engage with you and other stakeholders regarding a potential refinancing. You have various outstanding requests for information from the Receiver regarding a potential refinancing (which we will not repeat here) and we look forward to receipt of the requested information. We would again impress upon you the urgency of providing the requested information so it can be considered by the Receiver and stakeholders.

Regarding your comments on the Sale Process, the Receiver does not agree it is premature – it has been two months since the date of the Receiver’s appointment, and nearly a month since the decisions of the Court of Appeal. The Receiver also believes the proposed Sale Process is the most appropriate means of realizing and maximizing value from the property in a timely fashion. That said, to the extent there is information you would like to provide for consideration by the Receiver in respect of a potential going concern or en bloc transaction for the Units, please provide it as soon as possible.

Chris Armstrong

Goodmans LLP

416.849.6013

carmstrong@goodmans.ca

goodmans.ca

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

Dear Mr. Armstorng,

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

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

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](#).

Chris Armstrong

Goodmans LLP

416.849.6013

carmsstrong@goodmans.ca

Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, ON M5H 2S7

goodmans.ca

Asst: Susan Slaney

416.979.2211 x. 3076

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

July 19, 2022

Kramer Simaan Dhillon LLP
120 Adelaide St. W. Suite 2100
Toronto, ON M5H 1T1

Attn: Micheal Simaan

Dear Mr. Simaan:

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 (the “**Court**”) dated May 9, 2022 (the “**Receivership Order**”). Capitalized terms used herein and not otherwise defined have the meaning given them in the Receivership Order.

Please find enclosed a copy of the Order of the Ontario Superior Court of Justice dated July 18, 2022 (the “**Records and Property Order**”), directing the Debtor and Raymond Zar to deliver certain Records and Property to the Receiver forthwith and by no later than 3:00 pm (Toronto time) on July 21, 2022 (see paragraph 3 of the Records and Property Order for particulars in this regard).

In addition, pursuant to paragraph 4 of the Order, this letter is to request that the Debtor and Mr. Zar deliver to the Receiver the Records specified on Schedule “A” hereto by no later than end of day on July 22, 2022 (the “**Records Request**”). To the extent the Debtor is unable to provide any of the Records specified in the Records Request, please provide a written explanation as to why.

The Records should be delivered via email to Murtaza Tallat of the Receiver (mtallat@ksvadvisory.com), or alternatively in hard copy to the attention of Mr. Tallat at:

KSV Restructuring Inc. in its capacity
as Receiver of certain property of 30 Roe Investments Corp.
150 King St. W. #2308
Toronto, ON M5H 1J9

The Property should be delivered to the attention of Mr. Tallat at the above noted address.

We trust the Records and Property specified in the Records and Property Order and the Records Request will be delivered to the Receiver strictly in accordance with the Records and Property Order. We note in particular that the Receiver has still not received the keys to the units despite Mr. Zar’s advice that they were being couriered to the Receiver on July 14, 2022. If the keys are

not received by the Receiver by July 21, 2022, the Receiver will proceed to change the locks on the units. Even if the keys are provided, the Receiver reserves the right to change the locks pursuant to the provisions of the Receivership Order as it considers appropriate.

We also note that certain of the Records requested are germane to the sale process approved yesterday by the Court, including the Receiver's consideration of the Debtor's position that the units should be sold as a "going concern hospitality business" or otherwise on an *en bloc* basis. By email dated July 10, 2022, we had previously requested any information from your client it would like the Receiver to consider in respect of such a going concern or *en bloc* sale, and to date have not received any response. To the extent there is any information outside the Records Request your client would like the Receiver to consider in this regard, we would again invite the Debtor to provide such information to the Receiver as soon as possible.

Yours truly,

Goodmans LLP



Christopher Armstrong
CA/cag

Encl.

SCHEDULE “A”

RECORDS REQUEST

In the matter of the Receivership of 30 Roe Investments Corp.

Records Request

July 19, 2022

General Note: Where possible, please provide the Records in Excel format.

No. Records Requested

1.0 Tenant/Rental Schedule, by Unit:

1.1	Name and contact details (phone, email) of the tenant
1.2	Current rental rate (daily or monthly)
1.3	Current rental term, including: - start date that the existing lease/short term rental was entered into - end date of current lease/short term rental
1.4	Any future terms for rentals that have already been signed, including: - rental term - rental rate
1.5	Identify which parking spots and/or lockers are rented separately from the penthouse units, and provide the rental term, rates and contact details for the same.

2.0 Financial Information

2.1	Annual financial statements for the past three fiscal years
2.2	Annual income tax returns for the past three fiscal years
2.3	Monthly financial statements for the past 12 months
2.4	If available, by Unit segregated P&L for the past three fiscal years
2.5	Financial projections and/or budgets for fiscal 2022
2.6	Information required to file all outstanding HST returns, including but not limited to: - CRA "Netfile" password - Monthly revenue for the period with outstanding HST returns - Monthly HST ledger for the period with outstanding HST returns

3.0 Other

3.1	Potential buyers list for the "hospitality business" the Debtor states it conducts
3.2	Summary from Airbnb and/or other short-term rental platforms of all rentals in the past 12 months, for each Unit, including period of stay and amount paid by tenant

Appendix “O”



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

July 25, 2022

Kramer Simaan Dhillon LLP
120 Adelaide St. West, Suite 2100
Toronto, ON M5H 1T1

Attention: Michael Simaan

Dear Mr. Simaan:

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

We write further to our letter of July 19, 2022, to which we have received no reply, as well as in connection with the sale process approved by the Court on July 18, 2022 (the “**Sale Process**”).¹

Pursuant to the Order of the Honourable Justice McEwen of the Court dated July 18, 2022 (the “**Records and Property Order**”), the Debtor and Raymond Zar were directed to deliver certain Records and Property to the Receiver by no later than 3:00pm (Toronto time) on July 21, 2022 (see paragraph 3 of the Records and Property Order for particulars in this regard). None of the Records and Property specified were received by this deadline and thus the Debtor and Mr. Zar are in breach of the Records and Property Order.

Further, pursuant to paragraph 4 of the Records and Property Order, our July 19 letter requested that the Debtor and Mr. Zar deliver the Records specified on Schedule “A” thereto by no later than end of day on July 22, 2022 (the “**Requested Records**”). None of the Requested Records were received by the specified deadline. This is a further breach of the Records and Property Order.

We note specifically that, despite repeated requests and repeated confirmations from Mr. Zar that keys to the condo units (the “**Units**”) would be provided to the Receiver, they were never received. Accordingly, the Receiver has made arrangements for the locks to the Units to be changed and has delivered a letter dated July 22, 2022, notifying each of the tenants of same.

Further, the Receiver has learned that a tenant delivered post-dated rent cheques to the Debtor for Unit PH05 for the period through July 2023, which cheques have never been turned over to the Receiver despite repeated requests to do so. These post-dated rent cheques (and any other post-dated rent cheques held by the Debtor or Mr. Zar and any other rent payable in connection with the Units) should be immediately delivered to the Receiver and we are putting the Debtor and Mr. Zar on express notice that any attempt to negotiate or otherwise deal with any post-dated rent cheques or to otherwise receive rent for the Units is a breach of the Receivership Order.

In all of the circumstances, it now seems apparent that, despite the Debtor and Mr. Zar’s many confirmations they intended to comply with the Receivership Order, they have no intention of doing so. Accordingly, the

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



Receiver reserves the right as it deems fit to move for Orders from the Court finding the Debtor and Mr. Zar in contempt of the Receivership Order and the Records and Property Order.

Regarding the Sale Process, no reply has been received to the Receiver's requests of July 10 and July 19 for information, including financial information, that would support the Debtor and Mr. Zar's contention that the Units should be sold *en bloc* or as a "going concern hospitality business" to maximize value. Accordingly, the Receiver has been unable to assess the viability of selling the Units in this fashion and intends to proceed with the sale of two Units at this time in accordance with the Sale Process approved by the Court.

As advised in our email of July 22, 2022, one of the first Units the Receiver intends to list for sale is PH09, which the Receiver understands will be vacated on or before July 31, 2022. The Receiver is making inquiries to determine when additional Units will be vacated. As previously advised on numerous occasions, the Debtor and Mr. Zar are prohibited from dealing with the Property, including, without limitation, seeking to rent out any of the Units. Any step or attempt by the Debtor or Mr. Zar to rent PH09 or any other Unit would be viewed by the Receiver not only as a breach of the Receivership Order, but also as an attempt by your client to frustrate the Sale Process approved by the Court. Accordingly, without limiting the Receiver's prior direction to cease any dealing with the Property generally, we are putting your client on specific notice that if it seeks to rent PH09 or any other Unit, the Receiver intends to seek immediate relief from the Court to address this conduct, including a contempt motion. If the Debtor has already rented any Units after the dates they are scheduled to be vacated as indicated by the Debtor in its correspondence to the Receiver dated June 21, 2022, please advise the Receiver immediately and provide contact information for the prospective tenants.

Finally: (i) could you please confirm whether you act for both the Debtor and Mr. Zar, or only the Debtor (your initial correspondence to us suggested you acted for both the Debtor and Mr. Zar, but we would appreciate your confirmation in this regard); and (ii) as previously requested, could you please arrange for your office to serve and file a notice of change of lawyer for the Debtor so we can update the service list accordingly.

Yours truly,

Goodmans LLP

A handwritten signature in black ink, appearing to read "C. Armstrong", written over a horizontal line.

Christopher Armstrong

CA/cag

7290376

Appendix “P”

August 5, 2022

Kramer Simaan Dhillon LLP
120 Adelaide St. West, Suite 2100
Toronto, ON M5H 1T1

Attention: Michael Simaan

Dear Mr. Simaan:

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 receiver and manager (the “**Receiver**”) of certain property of 30 Roe Investments Corp. (“**30 Roe**”).

The Receiver is in the process of considering whether HST will be chargeable on the sale of the subject condominium units (“**Units**”) by the Receiver. One of the factors relevant in this analysis is whether 30 Roe (or any affiliate thereof that acquired the Units) claimed an input tax credit (“**ITCs**”) on the last acquisition of each Unit. Please have your client advise as soon as possible and by no later than end of day on **August 9, 2022** whether or not ITCs were claimed on the last acquisition of each Unit, including providing any relevant supporting documentation relating to this issue. This request is made pursuant to paragraph 4 of the Order of the Honourable Justice McEwen dated July 18, 2022.

We note that if no response is received to this request, the Receiver will have no choice but to assume that ITCs were claimed on the last acquisition of each of the Units, with the result that HST will need to be charged and remitted on the sale of the Units (which, in turn, will decrease the sale proceeds available for distribution to stakeholders). We also note that the ITC issue is not the only relevant factor in determining whether HST is payable on the sale of the Units and the Receiver reserves the right to remit HST on the sale of the Units as required by law.

Yours truly,

Goodmans LLP



Christopher Armstrong
CA/cag
7293811