



**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 “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 9<sup>TH</sup>

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-](http://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

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**SCHEDULE "A"**  
**DESCRIPTION OF REAL PROPERTY**

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

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

*Address* 1 PENTHOUSE 30 ROEHAMPTON AVENUE TORONTO

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

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

*Address* 2 PENTHOUSE 30 ROEHAMPTON AVENUE TORONTO

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

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

*Address* 3 PENTHOUSE 30 ROEHAMPTON AVENUE TORONTO

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

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

*Address* 4 PENTHOUSE 30 ROEHAMPTON AVENUE TORONTO

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

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

*Address* 5 PENTHOUSE 30 ROEHAMPTON AVENUE TORONTO

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

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

*Address* 6 PENTHOUSE 30 ROEHAMPTON AVENUE TORONTO

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

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

*Address* 7 PENTHOUSE 30 ROEHAMPTON AVENUE TORONTO

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

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

*Address* 8 PENTHOUSE 30 ROEHAMPTON AVENUE TORONTO

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

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

*Address* PH09 PENTHOUSE 30 ROEHAMPTON AVENUE TORONTO

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

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

*Address* TORONTO

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

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

*Address* TORONTO

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

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

*Address* TORONTO

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

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

*Address* TORONTO

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

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

*Address* TORONTO

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

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

*Address* TORONTO

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

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

*Address* TORONTO

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

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

*Address* TORONTO

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

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

*Address* 30 ROEHAMPTON AVENUE TORONTO

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



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

*Address* TORONTO

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

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

*Address* TORONTO

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

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

*Address* TORONTO

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

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

*Address* TORONTO

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

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

*Address* TORONTO

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

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

*Address* TORONTO

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

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

*Address* TORONTO

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

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

*Address* TORONTO

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

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

*Address* 30 ROEHAMPTON AVENUE TORONTO

**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 6<sup>th</sup> 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

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

Proceedings commenced in Toronto

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**ORDER  
(APPOINTING RECEIVER)**

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**BENNETT JONES LLP**  
One First Canadian Place, Suite 3400  
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Lawyers for the Applicant

## **Appendix “B”**



**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”).<sup>1</sup> 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.

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<sup>1</sup> 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 Zar<sup>2</sup>, 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

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<sup>2</sup> 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.<sup>3</sup> 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.

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<sup>3</sup> 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 “C”**





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

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

THE HONOURABLE )  
JUSTICE MCEWEN )  
MONDAY, THE 18<sup>TH</sup>  
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



**KINGSETT MORTGAGE CORPORATION**

- and -

**30 ROE INVESTMENTS CORP.**

Applicant

Respondent

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

Proceeding commenced at Toronto

**ORDER**

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

**Chris Armstrong** (LSO# 55148B)  
carmstrong@goodmans.ca

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

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

## **Appendix “D”**



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](mailto: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 “E”**



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**”).<sup>1</sup>

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

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<sup>1</sup> 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 “F”**



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

Direct Line: 416.849.6013  
carmstrong@goodmans.ca

July 22, 2022

**Via Email**

Airbnb  
888 Brannan St.  
San Francisco, California USA  
94103

**Attention: Tariq Remtulla**

Dear Tariq:

**Re: Request for Records from Airbnb - Receivership of 30 Roe Investments Corp. -  
Court File No.: CV-22-00674810-00CL**

We are counsel to KSV Restructuring Inc. in its capacity as receiver and manager (the “**Receiver**”) of certain Property of 30 Investments Corp. (the “**Debtor**”) pursuant to the Order (Appointing Receiver) of the Ontario Superior Court of Justice (Commercial List) dated May 9, 2022 (the “**Receivership Order**”). Capitalized terms used herein and not otherwise defined have the meaning given to them in the Receivership Order. A copy of the Receivership Order is enclosed with this letter and information on the case and Court filings are available at the following link: <https://www.ksvadvisory.com/experience/case/30-roe-investments-corp->.

We were provided your contact information by Chris Burr and understand you are internal legal counsel at Airbnb.

The most significant Property owned by the Debtor are nine penthouse condominium units, which are municipally described as PH01-PH09, 30 Roehampton Avenue (the “Minto 30 Roe” building) in Toronto, Ontario, Canada, M4P 0B9 (collectively, the “**Units**”). The legal description for the Units is provided in Schedule “A” of the Receivership Order.

The Receiver understands that certain of the Units are rented or listed for rent via Airbnb (see <https://www.airbnb.ca/users/show/188684555>). On July 18, 2022, the Court approved a sale process for the Units. The Debtor and its principal, Raymond Zar, have refused to provide the Receiver with information regarding the Airbnb rentals notwithstanding that they are required to do so pursuant to the Receivership Order and a further order of the Court granted on July 18, 2022. The Receiver is concerned, among other things, that some of the Units will be sold that have upcoming rentals with Airbnb and the Receiver would like to try and address this issue in as orderly a manner as possible.

Pursuant to paragraphs 4 and 5 of the Receivership Order, all Persons are required provide all Property and records related to the Property to the Receiver. The Receiver requires all Records pertaining to the Units in Airbnb's possession, including, without limitation:

- contact information for each of the tenants and any future tenants;
- occupancy dates (date commenced and end date of occupation);
- rental fees;
- a history of all rentals for the past year; and
- all account information regarding the listings for the Units, including specifying all listings for the Units and account login credentials.

Please provide this information to us by Monday, July 25, 2022.

Please also be advised that pursuant to the Receivership Order, the Receiver is exclusively charged to deal with the Units, to the exclusion of all other Persons, including the Debtor (see paragraph 3 of the Receivership Order). The Receiver has reason to believe that the Debtor may be continuing to attempt to rent the Units on Airbnb notwithstanding prior demands from the Receiver to cease doing so. Accordingly, 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.

Further, no payments should be made by Airbnb to the Debtor in respect of the Units and all such payments should be made directly to the Receiver (see paragraph 3(f) of the Receivership Order). Any payments due by Airbnb in connection with the Units may be directed to the Receiver's bank account as follows:

Bank of Montreal  
1 First Canadian Place  
100 King Street West  
Toronto, ON M5X 1A3

Bank Transit (ABA)#:	00022
Bank Institution #:	001
Bank Account #:	1628 008
Bank Swift code:	BOFMCAM2
Name of account:	KSV Restructuring Inc., Receiver of 30 Roe Investments Corp.

If there is a better person at Airbnb to address these requests, we would appreciate if you could forward this letter to their attention and advise us of the contact details for that person as soon as

possible. The Receiver may also have additional requests from Airbnb as it continues to review these matters.

Thank you for your assistance and please contact the undersigned if you have any questions.

Yours truly,

**Goodmans LLP**

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

Christopher Armstrong

cc.

Noah Goldstein, *KSV Restructuring Inc.*

7290272

## **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):

The Receiver brings this motion seeking two orders:

- ① an order requiring the Respondent and its principal Raymond Zar (Zar<sup>us</sup>) to deliver various Records and Property to the Receiver by specified timelines, all of which is set out in the draft order;
- ② a Sales Process Approval Order.

20 July 22  
Date

[Signature]  
Judge's Signature

Additional Pages 13 total

Superior Court of Justice  
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsment Continued

The motions were heard by me on July 18/22. At the motion I granted the relief sought in both motions with reasons to follow. I am now providing those reasons.

I will now deal with each motion in turn.

① The Motion to Compel Production

The Respondent did not meaningfully oppose this motion, but rather generally submitted that it had been generally cooperative.

The Record does not support this submission.

The Receivership Order provides that the Receiver shall take possession of and exercise control over the Property, and requires all persons (including the Respondent and Zar) to deliver all Property to the Receiver upon the

Superior Court of Justice  
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsment Continued

Receiver's request.

Despite repeated requests, as set out in the Receiver's First Report, the Receiver has been unable to obtain a number of Records and Properties from the Respondent <sup>including</sup> including, critically, a list of credits and details of all Property.

A second order should not be necessary as the Respondent should have complied with the First Receivership Order.

I agree with the Receiver, however I think it is appropriate to grant this order to compel production of specific items, as set out in the order to ensure both the Respondent and Zar are full placed on notice of their duty to comply.



Superior Court of Justice  
Commercial List

## FILE/DIRECTION/ORDER

## Judges Endorsment Continued

I agreed to a tight timeline given the long outstanding failure of the Respondent / Zar to comply with the provisions of the Receivership Order and the importance of the Records and Property sought.

All of the Records and Property sought are relevant and important to the Receivership.

(2) The Sales Process Approval Order.

The Respondent raises two primary objections to this order.

First, the Respondent submits that he has obtained refinancing to repay the Kingsett loan and discharge the Receiver.

I do not accept this is the case. For a number of reasons:

- The purported refinancing surfaced the morning of the

Superior Court of Justice  
Commercial List

## FILE/DIRECTION/ORDER

## Judges Endorsment Continued

motion. This is the second time that the Respondent has delivered a commitment for purported financing on the eve of a hearing. Justice Cavanagh rejected similar type financing in his May 9/22 decision and his reasons resonate here (see para 12).

- The proposed financing does not satisfy the Kingsett obligation, CIBC arrears and amounts owing to CRA / RBC / proptax / Receiver Fees and this assumes there are no other debts, which I will not do, given the Respondent's failure to provide a list of its creditors to the Receiver.

- Zar has advised the Receiver that he would find any shortfall, but when the Receiver asked for

Superior Court of Justice  
Commercial List

## FILE/DIRECTION/ORDER

## Judges Endorsment Continued

evidence that he could do so, he did not reply.

- The purported financing is subject to numerous conditions precedent - in favour of the proposed lender.

These include staying this proceeding satisfactory appraisal reports of values of at least \$9.956 million (which values would be higher than previous assessments), need to provide info for a credit review and other conditions - none of which the Respondent has indicated it can do in a timely way. Nor is there any belief the lender would accept the responses provided.

- The COA, in dismissing the Respondent's appeal, of Justice Cavanagh's decision, noted (at para 36) that the Respondent has had a

Superior Court of Justice  
Commercial List

## FILE/DIRECTION/ORDER

## Judges Endorsment Continued

lengthy amount of time to obtain financing and has failed to do so.

The same rings true again where the Respondent brings to the Court last minute, conditional and here, insufficient, speculative financing.

Last, it is worth noting that Respondent's counsel spent very little time responding to the above concerns, rather focussing on the Respondent's second objection to the Sales Process Order which I will now turn to.

The second objection again raised the day of the hearing when Zar filed a 2 1/2 page affidavit, is that the methodology used by the Receiver to market the Units is wrong-headed.

Zar deposes that the entire

Superior Court of Justice  
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsment Continued

Floor containing the 9 Units (which comprise the Penthouse Floor) should be sold en masse, essentially as <sup>an</sup> income producing hospitality-type of model akin to a hotel.

The Respondent relies mainly on the fact that there is security in the hall, housekeeping and internet services to support its view that its model for sale ought to be preferred.<sup>1</sup>

It also submits that it was short served with this motion and did not have a chance to adequately respond by obtaining a business valuation.

On the other hand, the Receiver (again supported by Kingsoff) submits that the Respondents' submissions ought to be rejected.

<sup>1</sup> The Receiver points to the fact

1: The Respondent submits that these services make the Units an attractive business opportunity.

Superior Court of Justice  
Commercial List

**FILE/DIRECTION/ORDER**

Judges Endorsement Continued

that the Respondent has not provided any evidence to support its claim that an en masse / going concern sale (which would presumably be retired out via Airbus or like co.) is preferable to the Receiver preferred strategy. Instead it relies on Zar's brief, have affidavit delivered the day of the hearing. Zar of course, says the Receiver acts objectively, and has delayed this matter and pursued an unsuccessful appeal.

The Receiver, insofar as the merits are concerned, also points to an earlier group of appraisal reports <sup>the previous</sup> relied on by the Respondent that concluded the sale of individual units, instead of a going concern business, was

Superior Court of Justice  
Commercial List

## FILE/DIRECTION/ORDER

## Judges Endorsment Continued

preferable.

It bears noting that the Units are located in a condominium building w/o hotel services or similar mixed use purposes.

The Receiver further submits that, pursuant to the Receivership Order, which grants it broad discretion, it has solicited proposals from four realtors with extensive experience with the building; engaged in discussion with three of them who submitted proposals; and, selected HomeLife to act as the listing agent.

HomeLife had the lowest Commission rate and the lead agent Erkan Sen, has extensive experience selling Units in this building. HomeLife is also a large, well-recognized

Superior Court of Justice  
Commercial List

**FILE/DIRECTION/ORDER**

Judges Endorsment Continued

brokerage.

HomeLife has proposed a process where two of the Units are listed for sale, so as not to depress the market.

Extensive marketing will take place and the Receiver will of course determine, subject to Court approval, whether to accept offer.<sup>2</sup>

HomeLife and the Receiver believe this Sales Process is commercially reasonable and provides broad exposure. This also potentially allows the company to rebalance

Primarily for the above reasons I approved the Sales Process.

I further do not accept that the Respondent dealt with the motion on short notice.

It has known of the date of the motion since June 22/22

2. The entire Sales Process is set out in Section 4.0 of the Receiver's First Report which I have reviewed



Superior Court of Justice  
Commercial List

## FILE/DIRECTION/ORDER

## Judges Endorsment Continued

and was well aware before that, that the Receiver was pursuing a sale. The materials were served on July 7/22 and no adjournment was sought.

The submission of short notice is also somewhat ironic given the Respondent's history of delay and providing materials at the last moment.

I also reject another argument raised at that hearing and dealt with briefly <sup>in</sup> in Zar's affidavit that the values of the Receiver are too low. Again, HomeLife is well qualified ~~to~~ set a sales price on the individual units when marketing begins.

In any event, any sale is subject to Court approval.

Superior Court of Justice  
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsment Continued

Further, nothing in the aforementioned orders precludes the Respondent from attempting to secure financing and satisfy its obligations.

Last, I am concerned that the Respondent's last minute submission if accepted (and I reject them on the merits) would lead to intolerable delay to the detriment of the creditors in circumstances where the Respondent has had every opportunity to remedy its defaults.

McE...

## **Appendix “H”**

## LISTING AGREEMENT

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

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

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

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

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

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

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

7. **Acknowledgments.** The Listing Brokerage acknowledges and agrees in favour of the Seller that:
- (a) the Units are to be marketed and sold on an “as is, where is” basis and, accordingly, any agreement of purchase and sale shall provide for an acknowledgment by the purchaser that such Unit is being sold by the Seller on an “as is, where is” basis, and that, except as may be required by law, no representations or warranties have been or will be made by the Seller in respect of a Unit, including with respect to the condition thereof;
  - (b) in lieu of a transfer of land, the Seller will seek to vest title to any Unit in a purchaser by way of a vesting order of the Court; and
  - (c) the sale of any Unit requires the prior approval of the Court in the Court’s sole and absolute discretion.
8. **Advertisement Expenses & Third-Party Consultants.** All advertising and sales promotion shall be subject to the prior approval of the Seller and all such advertisement and promotional material shall be prepared, published and distributed by the Listing Brokerage and shall be at the sole expense of the Listing Brokerage. All third-party reports and legal service fees requested and/or approved by the Seller shall be at the expense of the Seller.
9. **Indemnity.** The Listing Brokerage confirms that it owes an obligation to the Seller to carry out its activities in respect of this engagement in a competent and professional manner acting reasonably and in good faith and in accordance with the terms of this Agreement. The Listing Brokerage agrees to indemnify and hold harmless the Seller and its directors, officers, employees and agents (collectively, the “**Indemnified Parties**” and each an “**Indemnified Party**”) from and against any and all claims, losses, damages, liabilities and expenses (including lawyers fees and expenses on a full indemnity basis) (collectively, “**Losses**”) incurred by an Indemnified Party arising out of or in connection with a failure by the Listing Brokerage (including any member of the Listing Team and any other employee or agent of the Listing Brokerage) to carry out its activities in respect of this engagement in a competent and professional manner acting reasonably and in good faith or the Listing Brokerage’s failure to comply with its obligations hereunder, including, without limitation, any Losses incurred by an Indemnified Party arising from or in connection with any claim made by a third party against an Indemnified Party. This indemnity shall survive the expiration or termination of the Agreement indefinitely.
10. **Confidentiality.** The Listing Brokerage shall treat and shall cause its employees and agents to treat as confidential and shall not disclose, during as well as after the rendering of the service contracted herein, any confidential information, records or documents to which the Listing Brokerage becomes privy as a result of its performance of the Agreement and shall take all necessary steps to ensure the confidentiality of information in the Listing Brokerage’s possession or control except for disclosure that may be required for the reasonable performance by the Listing Brokerage of its responsibilities hereunder or as required by law. These obligations of confidentiality shall be in addition to any obligations of the Listing Broker under any other confidentiality or non-disclosure agreement entered into by the parties.
11. **Assignment.** This Agreement may not be assigned in whole or in part by the Listing Brokerage without the prior written consent of the Seller which consent may be unreasonably and/or arbitrarily withheld and any assignment made without that consent is void and of no effect.

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

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

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

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

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

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

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

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

*[Remainder of this page left intentionally blank]*

AGREED AND ACCEPTED THIS 7<sup>th</sup> DAY OF JULY 2022.

**HOMELIFE LANDMARK REALTY INC.**

Per:  Erkan Sen

Name: Erkan Sen  
Title: Broker

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

Per:  \_\_\_\_\_

Name: Noah Goldstein  
Title: Managing Director



**SCHEDULE "A" – UNITS**

PIN 76559 - 0508 LT Interest/Estate Fee Simple

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

Address 1 PENTHOUSE 30 ROEHAMPTON AVENUE TORONTO

PIN 76559 - 0509 LT Interest/Estate Fee Simple

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

Address 2 PENTHOUSE 30 ROEHAMPTON AVENUE TORONTO

PIN 76559 - 0510 LT Interest/Estate Fee Simple

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

Address 3 PENTHOUSE 30 ROEHAMPTON AVENUE TORONTO

PIN 76559 - 0511 LT Interest/Estate Fee Simple

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

Address 4 PENTHOUSE 30 ROEHAMPTON AVENUE TORONTO

PIN 76559 - 0512 LT Interest/Estate Fee Simple

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

Address 5 PENTHOUSE 30 ROEHAMPTON AVENUE TORONTO

PIN 76559 - 0513 LT Interest/Estate Fee Simple

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

Address 6 PENTHOUSE 30 ROEHAMPTON AVENUE TORONTO

PIN 76559 - 0514 LT Interest/Estate Fee Simple

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

Address 7 PENTHOUSE 30 ROEHAMPTON AVENUE TORONTO

PIN 76559 - 0515 LT Interest/Estate Fee Simple

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

Address 8 PENTHOUSE 30 ROEHAMPTON AVENUE TORONTO

PIN 76559 - 0516 LT Interest/Estate Fee Simple

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

Address PH09 PENTHOUSE 30 ROEHAMPTON AVENUE TORONTO

PIN 76559 - 0582 LT Interest/Estate Fee Simple

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

Address TORONTO

PIN 76559 - 0583 LT Interest/Estate Fee Simple

Description UNIT 60, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2559 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER

WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT4423506; CITY OF TORONTO

Address TORONTO

PIN 76559 - 0584 LT Interest/Estate Fee Simple

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

Address TORONTO

PIN 76559 - 0585 LT Interest/Estate Fee Simple

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

Address TORONTO

PIN 76559 - 0586 LT Interest/Estate Fee Simple

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

Address TORONTO

PIN 76559 - 0587 LT Interest/Estate Fee Simple

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

Address TORONTO

PIN 76559 - 0588 LT Interest/Estate Fee Simple

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

Address TORONTO

PIN 76559 - 0589 LT Interest/Estate Fee Simple

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

Address TORONTO

PIN 76559 - 0590 LT Interest/Estate Fee Simple

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

Address 30 ROEHAMPTON AVENUE TORONTO

PIN 76559 - 0621 LT Interest/Estate Fee Simple

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

Address TORONTO

PIN 76559 - 0622 LT Interest/Estate Fee Simple

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

Address TORONTO

PIN 76559 - 0623 LT Interest/Estate Fee Simple

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

Address TORONTO

PIN 76559 - 0624 LT Interest/Estate Fee Simple

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

Address TORONTO

PIN 76559 - 0625 LT Interest/Estate Fee Simple

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

Address TORONTO

PIN 76559 - 0626 LT Interest/Estate Fee Simple

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

Address TORONTO

PIN 76559 - 0627 LT Interest/Estate Fee Simple

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

Address TORONTO

PIN 76559 - 0628 LT Interest/Estate Fee Simple

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

Address TORONTO

PIN 76559 - 0629 LT Interest/Estate Fee Simple

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

Address 30 ROEHAMPTON AVENUE TORONTO

7285591

## **Appendix “I”**

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



## **Appendix “J”**

The proposed Amended Sale Process for the Units is as follows:

- a) ~~the~~The Receiver, with the assistance of HomeLifeRemax 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 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) HomeLifeRemax 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; ~~(iii)~~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 ~~(iv)~~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 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.

## LISTING AGREEMENT

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

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

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

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

5. **Commission Payable to the Listing Brokerage.** The Seller shall pay to the Listing Brokerage, upon the successful closing of a sale of a Unit entered into during the Listing Period or the Holdover Period (as defined below, and subject to the provisions of Section 6) and the receipt of all sale proceeds in respect of such sale by or on behalf of the Seller, a commission equal to 3.5% of the purchase price of such Unit, inclusive of the Cooperating Agent commission (a “**Listing Fee**”). Any Listing Fee shall be split 2.5% in favour of the Cooperating Agent and 1% in favour of the Listing Brokerage, and the Listing Brokerage agrees to forthwith pay 2.5% of a Listing Fee to the Cooperating Agent upon receipt of such Listing Fee. A Cooperating Agent may be employed at the Listing Brokerage so long as they are not a member of the Listing Team. In the event a member of the Listing Team represents a purchaser of a Unit (which representation shall be subject to the prior written consent of the Receiver is in its sole and absolute discretion), the Listing Fee shall be reduced to 3% of the purchase price of such Unit, provided that the Listing Brokerage shall be entitled to retain the entirety of such 3% Listing Fee in such circumstances as agent for the Seller and the purchaser. For greater certainty, other than the Listing Team, all other agents shall be treated as third party Cooperating Agents, shall not be provided with any confidential information in respect of the Units and shall be compensated pursuant to this Agreement as a Cooperating Agent. The Seller acknowledges that payment of HST applies on all commissions payable. The Seller agrees to notify the Listing Brokerage of the successful completion of a closing of a Unit. The Seller will instruct its solicitors to pay a Listing Fee payable to the Listing Brokerage hereunder directly out of the proceeds of sale of a Unit and to have same addressed as a closing cost of the transaction. For the avoidance of doubt, in no circumstance shall any Listing Fee or other compensation be payable to the Listing Brokerage in a circumstance where this Agreement is terminated in accordance with Section 2 hereof. Notwithstanding any other provision hereof, in the event the Seller and KingSett Mortgage Corporation (“KingSett”) enter into a credit bid transaction pursuant to which KingSett (or any affiliate thereof) acquires a Unit, no Listing Fee or other commission or compensation shall be payable by the Seller to the Listing Agent in respect of such credit bid transaction.

6. **Holdover Period Commission.** Any Listing Fee payable to the Listing Brokerage during the holdover period, being three (3) months following the termination of the Listing Agreement (“**Holdover**

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

7. **Acknowledgments.** The Listing Brokerage acknowledges and agrees in favour of the Seller that:
- (a) the Units are to be marketed and sold on an “as is, where is” basis and, accordingly, any agreement of purchase and sale shall provide for an acknowledgment by the purchaser that such Unit is being sold by the Seller on an “as is, where is” basis, and that, except as may be required by law, no representations or warranties have been or will be made by the Seller in respect of a Unit, including with respect to the condition thereof;
  - (b) in lieu of a transfer of land, the Seller will seek to vest title to any Unit in a purchaser by way of a vesting order of the Court; and
  - (c) the sale of any Unit requires the prior approval of the Court in the Court’s sole and absolute discretion.
8. **Advertisement Expenses & Third-Party Consultants.** All advertising and sales promotion shall be subject to the prior approval of the Seller and all such advertisement and promotional material shall be prepared, published and distributed by the Listing Brokerage and shall be at the sole expense of the Listing Brokerage. All third-party reports and legal service fees requested and/or approved by the Seller shall be at the expense of the Seller.
9. **Indemnity.** The Listing Brokerage confirms that it owes an obligation to the Seller to carry out its activities in respect of this engagement in a competent and professional manner acting reasonably and in good faith and in accordance with the terms of this Agreement. The Listing Brokerage agrees to indemnify and hold harmless the Seller and its directors, officers, employees and agents (collectively, the “**Indemnified Parties**” and each an “**Indemnified Party**”) from and against any and all claims, losses, damages, liabilities and expenses (including lawyers fees and expenses on a full indemnity basis) (collectively, “**Losses**”) incurred by an Indemnified Party arising out of or in connection with a failure by the Listing Brokerage (including any member of the Listing Team and any other employee or agent of the Listing Brokerage) to carry out its activities in respect of this engagement in a competent and professional manner acting reasonably and in good faith or the Listing Brokerage’s failure to comply with its obligations hereunder, including, without limitation, any Losses incurred by an Indemnified Party arising from or in connection with any claim made by a third party against an Indemnified Party. This indemnity shall survive the expiration or termination of the Agreement indefinitely.
10. **Confidentiality.** The Listing Brokerage shall treat and shall cause its employees and agents to treat as confidential and shall not disclose, during as well as after the rendering of the service contracted herein, any confidential information, records or documents to which the Listing Brokerage becomes privy as a result of its performance of the Agreement and shall take all necessary steps to ensure the confidentiality of information in the Listing Brokerage’s possession or control except for disclosure that may be required for the reasonable performance by the Listing Brokerage of its responsibilities hereunder or as required by law. These obligations of confidentiality shall be in addition to any obligations of the Listing Broker under any other confidentiality or non-disclosure agreement entered into by the parties.
11. **Assignment.** This Agreement may not be assigned in whole or in part by the Listing Brokerage without the prior written consent of the Seller which consent may be unreasonably and/or arbitrarily withheld and any assignment made without that consent is void and of no effect.

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

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

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

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

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

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


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

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

*[Remainder of this page left intentionally blank]*

**AGREED AND ACCEPTED THIS 5th DAY OF DECEMBER 2022.**

**RE/MAX HALLMARK REALTY LTD.,  
BROKERAGE**

DocuSigned by:  
  
Per: \_\_\_\_\_  
Name: Gloria Yeung  
Title: Broker

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

Per: \_\_\_\_\_  
Name: Noah Goldstein  
Title: Managing Director

**SCHEDULE "A" – UNITS**

PIN 76559 - 0508 LT Interest/Estate Fee Simple

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

Address 1 PENTHOUSE 30 ROEHAMPTON AVENUE TORONTO

PIN 76559 - 0509 LT Interest/Estate Fee Simple

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

Address 2 PENTHOUSE 30 ROEHAMPTON AVENUE TORONTO

PIN 76559 - 0510 LT Interest/Estate Fee Simple

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

Address 3 PENTHOUSE 30 ROEHAMPTON AVENUE TORONTO

PIN 76559 - 0511 LT Interest/Estate Fee Simple

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

Address 4 PENTHOUSE 30 ROEHAMPTON AVENUE TORONTO

PIN 76559 - 0512 LT Interest/Estate Fee Simple

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

Address 5 PENTHOUSE 30 ROEHAMPTON AVENUE TORONTO

PIN 76559 - 0513 LT Interest/Estate Fee Simple



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

Address 6 PENTHOUSE 30 ROEHAMPTON AVENUE TORONTO

PIN 76559 - 0514 LT Interest/Estate Fee Simple

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

Address 7 PENTHOUSE 30 ROEHAMPTON AVENUE TORONTO

PIN 76559 - 0515 LT Interest/Estate Fee Simple

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

Address 8 PENTHOUSE 30 ROEHAMPTON AVENUE TORONTO

PIN 76559 - 0516 LT Interest/Estate Fee Simple

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

Address PH09 PENTHOUSE 30 ROEHAMPTON AVENUE TORONTO

PIN 76559 - 0582 LT Interest/Estate Fee Simple

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

Address TORONTO

PIN 76559 - 0583 LT Interest/Estate Fee Simple

Description UNIT 60, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2559 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER

WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT4423506; CITY OF TORONTO

Address TORONTO

PIN 76559 - 0584 LT Interest/Estate Fee Simple

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

Address TORONTO

PIN 76559 - 0585 LT Interest/Estate Fee Simple

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

Address TORONTO

PIN 76559 - 0586 LT Interest/Estate Fee Simple

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

Address TORONTO

PIN 76559 - 0587 LT Interest/Estate Fee Simple

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

Address TORONTO

PIN 76559 - 0588 LT Interest/Estate Fee Simple

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

Address TORONTO

PIN 76559 - 0589 LT Interest/Estate Fee Simple

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

Address TORONTO

PIN 76559 - 0590 LT Interest/Estate Fee Simple

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

Address 30 ROEHAMPTON AVENUE TORONTO

PIN 76559 - 0621 LT Interest/Estate Fee Simple

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

Address TORONTO

PIN 76559 - 0622 LT Interest/Estate Fee Simple

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

Address TORONTO

PIN 76559 - 0623 LT Interest/Estate Fee Simple

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

Address TORONTO

PIN 76559 - 0624 LT Interest/Estate Fee Simple

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

Address TORONTO

PIN 76559 - 0625 LT Interest/Estate Fee Simple

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

Address TORONTO

PIN 76559 - 0626 LT Interest/Estate Fee Simple

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

Address TORONTO

PIN 76559 - 0627 LT Interest/Estate Fee Simple

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

Address TORONTO

PIN 76559 - 0628 LT Interest/Estate Fee Simple

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

Address TORONTO

PIN 76559 - 0629 LT Interest/Estate Fee Simple

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

Address 30 ROEHAMPTON AVENUE TORONTO