



**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

COUNSEL SLIP / ENDORSEMENT

COURT FILE NO.: CV-24-00714543-00CL **DATE:** April 24, 2026

REGISTRAR: Liam Walshe

NO. ON LIST: 5

TITLE OF PROCEEDING: Kingsett Mortgage Corporation v. 759 Winston Churchill GP Inc et al

BEFORE: JUSTICE FL MYERS

PARTICIPANT INFORMATION

For Plaintiff, Applicant / Moving Party:

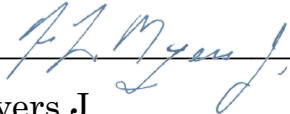
Name of Person Appearing	Name of Party	Contact Info
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Aiden Nelms Sean Zweig	Kingsett Mortgage Corporation	nelmsa@bennettjones.com zweigs@bennettjones.com

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
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David Ward	1001058499 Ontario Inc.	dward@millerthomson.com
Noah Goldstein Tony Trifunovic	Receiver	ngoldstein@ksvadvisory.com ttrifunovic@ksvadvisory.com

ENDORSEMENT OF JUSTICE FL MYERS:

1. The Receiver asks for a two-week adjournment to allow it to communicate with counsel for an unsuccessful bidder. No one opposes.
2. **The sale approval motion is adjourned to May 11, 2026 at 12:00 noon before me for up to one hour by Zoom.**
3. The Receiver also seeks authority to implement a leasing process designed to lease up the Winston Churchill building subject to certain floor acceptable terms to guide the Receiver's discretion. Again no one opposes.
4. It is sensible and efficient to avoid the need for a motion to approve every lease. Provided the lease terms meet the acceptable floor conditions, it is fair and reasonable for the Receiver to implement the proposed process to try to lease up the building as requested.
5. There is a public interest in promoting the fairness and integrity of processes designed to maximize creditor realization in insolvency proceedings. While numerous cases recognize the public interest in the context of a sale process, there is no difference in principle for the proposed leasing process.
6. The Receiver asks the court to seal its comparison of sale bids and the minimum terms for its lease discretion. If a proposed tenant learns the minimum terms that the Receiver can accept, it will obviously skew and constrain the maximization goal of the process. By contrast, the public interest in the Open Court's Principle is barely affected by an order sealing the limited specific information for a brief time. The risk to the leasing process is serious and tangible. It outweighs the tenuous interest of the viewing public in the precise financial details set out in the confidential exhibit.
7. I have signed the lease approval order containing the sealing order sought.


FL Myers J.