



**Supplement to the Sixth Report of KSV
Kofman Inc.
as Receiver and Manager of
87 Elm Grove Avenue, 46 Puccini Drive
6216 Fifth Line and
211 Woodland Acres Crescent**

August 11, 2020

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COURT FILE NO: CV-18-00608356-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

BUDUCHNIST CREDIT UNION LIMITED

Applicant

- and -

**2321197 ONTARIO INC., CARLO DEMARIA, SANDRA DEMARIA,
2321198 ONTARIO INC., SASI MACH LIMITED AND VICAR HOMES LTD.**

Respondents

**SUPPLEMENT TO THE SIXTH REPORT OF KSV KOFMAN INC.
AS RECEIVER AND MANAGER**

AUGUST 11, 2020

1.0 Introduction

1. This report (the “Supplemental Report”) supplements the sixth report of the Receiver dated May 20, 2020 (the “Sixth Report”).
2. Defined terms in the Supplemental Report have the meanings provided to them in the Sixth Report.

1.1 Purposes of this Report

1. The purposes of this Supplemental Report are to:
 - a) update the Court on the status of the motion returnable August 12, 2020;
 - b) summarize the proposed listing agreement with Avenue Realty Inc. (“Avenue”), pursuant to which the Receiver intends to engage Avenue to list the Woodland Property for sale at a list price between \$3.5 million and \$3.75 million (depending on the resolution or judicial determination with respect to the Disputed Items (as defined below)) (the “Listing Agreement”); and

- c) recommend that the Court issue an order, *inter alia*, approving the Sale Process, as described in the Sixth Report, and the Listing Agreement for the Woodland Property, as described herein.

2.0 Developments Since the Sixth Report

1. On July 10, 2020, the Occupants delivered a Notice of Abandonment of their motion returnable August 12, 2020 seeking to, *inter alia*, vacate or amend the Receivership Order. A copy of the Notice of Abandonment is attached as Appendix "A".
2. As a result, the Receiver's motion on August 12, 2020 will proceed.
3. The Occupants (through their counsel) have notified the Receiver that they intend to vacate the Property by August 31, 2020.
4. As at the date of this Report, the Occupants have not paid their occupancy fee for the month of August (\$4,500) and insurance expense for July and August (\$3,030.12)¹. In accordance with a Court order made on June 4, 2020, the Occupants will be required to pay those amounts plus all heat, hydro, property taxes, water/sewage and other utility charges accrued through to their exit from the Woodland Property on August 31, 2020.

3.0 The Listing Agreement

1. The Sixth Report sets out the process the Receiver carried out to solicit listing proposals for the Woodland Property. Three proposals were submitted by real estate brokerage firms.
2. The Receiver, in consultation with BCU, is proposing to select Avenue to act as the listing broker on this assignment. The Receiver considered, among other things, Avenue's experience selling similar properties in the Woodland Acres area and its commission rate (5%).
3. Subject to Court approval, the Listing Agreement to be entered into between Avenue and the Receiver is substantially in the form of a standard Ontario Real Estate Association ("OREA") agreement, with a schedule prepared by the Receiver which provides for the following customary receivership provisions:
 - a) Avenue will not be paid any fees or commissions if the Woodland Property is sold to the Occupants or any party related to them;
 - b) Avenue will market the Woodland Property on an "as is, where is" basis, meaning that the Receiver will not be making any representations or warranties regarding the Woodland Property;
 - c) The Receiver will have the right to reject any and all offers submitted for the Woodland Property, including the highest dollar value offer(s);

¹ The Receiver arranged for a new insurance policy which came into effect June 30, 2020 after being notified that the Occupants' policy had been terminated and the Occupants were unable to arrange for replacement insurance. The monthly cost of the new policy is \$1,515.06.

- d) The Receiver is entering into the Listing Agreement and all related documentation from time to time solely in its capacity as Court-appointed receiver and manager of the Woodland Property, with no personal or corporate liability; and
 - e) The form of agreement of purchase and sale submitted by any buyer will include a condition in favour of the Receiver providing that completion of the sale transaction will be subject to Court approval, to be obtained by the Receiver.
4. Subject to Court approval, the Listing Agreement to be finalized will be substantially in the form of the agreement attached as Appendix "B".

3.1 Recommendation

1. The Receiver recommends that the Court issue an order approving the Listing Agreement, the retention of Avenue as the listing agent and the list price of between \$3.5 million and \$3.75 million (depending on the resolution or judicial determination with respect to the Disputed Items), for the following reasons:
- a) the terms and conditions of the Listing Agreement, including the commission rate (5%), are consistent with market and, in the Receiver's view, commercially reasonable;
 - b) Avenue is a reputable listing agent with considerable experience selling comparable homes in the Woodland Acres neighborhood. In this regard, Avenue concentrates its practice on this area as evidenced by its market share from 2017 to 2019, during which Avenue sold five (54%), two (67%) and four (80%) of the estates sold in the Woodland Acres area, respectively;
 - c) Avenue has suggested a list price of between \$3.5 million and \$3.75 million (depending on the resolution or judicial determination with respect to the Disputed Items) based on its attendance at the Woodland Property, its inspection of the Disputed Items and recent list and ultimate sale prices of comparable homes in the Woodland Acres area;
 - d) the Listing Agreement provides the Receiver with the right to reject any and all offers, including the highest dollar value offer(s);
 - e) any transaction resulting from the Sale Process will be subject to Court approval; and
 - f) BCU supports the relief sought.

4.0 Disputed Items

1. The Occupants provided an inventory listing to the Receiver detailing the contents of the Woodland Property, including furniture, appliances, electrical fixtures and other items (the "Inventory Listing").
2. The Occupants, through their counsel, have notified the Receiver that they would like to remove various items when they vacate the Woodland Property, and that they intend to leave certain other items behind. The Occupants have also indicated that, of the items they intend to leave behind, their position is that they are legally entitled to remove certain items but are leaving them behind on a "without prejudice" basis (i.e., reserving the right to take the position that they are entitled to remove other similar items). Attached hereto as Appendix "C" is a colour-coded version of the Inventory Listing showing the items that the Occupants would like to remove and those that they intend to leave behind when they vacate the Woodland Property.
3. The Receiver has been advised by Avenue that certain² of the items listed in Appendix "D" attached hereto, which the Occupants would like to remove from the Woodland Property (the "Disputed Items"), are expected to affect the ultimate sale price if removed from the Woodland Property, and would result in a reduction of the list price from \$3.75 million to \$3.5 million. Removal of the chandeliers and wall sconces will also impair Avenue's ability to facilitate evening showings of the Woodland Property.
4. Appendix "D" also includes pictures of the Disputed Items.
5. The Receiver understands that BCU is taking the position that the Disputed Items are all fixtures, not chattels, and accordingly that the Occupants should not be entitled to remove them from the Woodland Property, whereas the Occupants are taking the position that they are legally entitled to remove the Disputed Items from the Woodland Property.

5.0 Conclusion and Recommendation

1. Based on the foregoing, the Receiver respectfully recommends that the Court make an order granting the relief detailed in Section 1.1(1)(e) of the Sixth Report and 1.1(1)(c) of this Supplemental Report.

* * *

All of which is respectfully submitted,



**KSV KOFMAN INC.,
SOLELY IN ITS CAPACITY AS COURT-APPOINTED
RECEIVER AND MANAGER OF 87 ELM GROVE PROPERTY,
46 PUCCINI AVENUE, 6216 FIFTH LINE AND 211 WOODLAND ACRES CRESCENT
AND NOT IN ITS PERSONAL CAPACITY**

² According to Avenue, the Disputed Items that will materially impact the list/sale price are the chandeliers/wall sconces and, to a lesser extent, the pizza oven and kitchen appliances.

Appendix “A”

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

BUDUCHNIST CREDIT UNION LIMITED

Applicant

-and-

2321197 ONTARIO INC., CARLO DEMARIA, SANDRA DEMARIA, 2321198
ONTARIO INC., SASI MACH LIMITED, VICAR HOMES LTD. and TRADE
CAPITAL FINANCE CORPORATION

Respondents

NOTICE OF ABANDONMENT

The Respondents, Carlo DeMaria and Sandra DeMaria, hereby abandon their motion returnable August 12, 2020 seeking to, *inter alia*, vacate or amend the Receivership Order of Justice Penny dated January 17, 2019.

July 10, 2020

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Trade Capital Finance Corporation

BUDUCHNIST CREDIT UNION LIMITED
Applicant

-and- 2321197 ONTARIO INC. et al.
Respondents

Court File No. CV-18-00608356-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

NOTICE OF ABANDONMENT

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Homes Ltd.

Appendix “B”

Listing Agreement Seller Representation Agreement Authority to Offer for Sale

Form 200

for use in the Province of Ontario

This is a **Multiple Listing Service® Agreement**  **OR** **Exclusive Listing Agreement** 
(Seller's Initials) (Seller's Initials)

BETWEEN:

BROKERAGE: AVENUE REALTY INC.

11685 YONGE STREET #B-106 RICHMOND HILL ON L4E 0K7 (the "Listing Brokerage") Tel. No. 905-737-6060

SELLER: KSJ Kofman Inc., Court-Appointed Receiver of the Property (the "Seller")

In consideration of the Listing Brokerage listing the real property for sale known as.....

211 Woodland Acres Crescent Vaughan ON L6A 1G1 (the "Property")

the Seller hereby gives the Listing Brokerage the **exclusive and irrevocable** right to act as the Seller's agent, **commencing** at 12:01 a.m. on the day of, 20....., **until** 11:59 p.m. on the day of, 20..... (the "Listing Period"),

{ Seller acknowledges that the length of the Listing Period is negotiable between the Seller and the Listing Brokerage and, if an MLS® listing, may be subject to minimum requirements of the real estate board, however, in accordance with the Real Estate and Business Brokers Act, 2002, (REBBA), **if the Listing Period exceeds six months, the Listing Brokerage must obtain the Seller's initials.** } (Seller's Initials)

to offer the Property for sale at a price of: Dollars (CDN\$)

..... Dollars

and upon the terms particularly set out herein, or at such other price and/or terms acceptable to the Seller. It is understood that the price and/or terms set out herein are at the Seller's personal request, after full discussion with the Listing Brokerage's representative regarding potential market value of the Property.

The Seller hereby represents and warrants that the Seller is not a party to any other listing agreement for the Property or agreement to pay commission to any other real estate brokerage for the sale of the Property. (Seller's Initials)

1. DEFINITIONS AND INTERPRETATIONS: For the purposes of this Agreement ("Authority" or "Agreement"): "Seller" includes vendor, a "buyer" includes a purchaser, or a prospective purchaser. A "real estate board" includes a real estate association. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised. Commission shall be deemed to include other remuneration. This Agreement shall be read with all changes of gender or number required by the context. For purposes of this Agreement, anyone introduced to or shown the Property shall be deemed to include any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations. Related corporations or affiliated corporations shall include any corporation where one half or a majority of the shareholders, directors or officers of the related or affiliated corporation are the same person(s) as the shareholders, directors, or officers of the corporation introduced to or shown the Property.

~~**2. COMMISSION:** In consideration of the Listing Brokerage listing the Property, the Seller agrees to pay the Listing Brokerage a commission of 5% of the sale price of the Property or% for any valid offer to purchase the Property from any source whatsoever obtained during the Listing Period and on the terms and conditions set out in this Agreement OR such other terms and conditions as the Seller may accept. The Seller authorizes the Listing Brokerage to co-operate with any other registered real estate brokerage (co-operating brokerage) and to offer to pay the co-operating brokerage a commission of 5% of the sale price of the Property or% out of the commission the Seller pays the Listing Brokerage.~~

The Seller further agrees to pay such commission as calculated above if an agreement to purchase is agreed to or accepted by the Seller or anyone on the Seller's behalf within 180 days after the expiration of the Listing Period (**Holdover Period**), so long as such agreement is with anyone who was introduced to the Property from any source whatsoever during the Listing Period or shown the Property during the Listing Period. If, however, the offer for the purchase of the Property is pursuant to a new agreement in writing to pay commission to another registered real estate brokerage, the Seller's liability for commission shall be reduced by the amount paid by the Seller under the new agreement.

The Seller further agrees to pay such commission as calculated above even if the transaction contemplated by an agreement to purchase agreed to or accepted by the Seller or anyone on the Seller's behalf is not completed, if such non-completion is owing or attributable to the Seller's default or neglect, said commission to be payable on the date set for completion of the purchase of the Property.

Any deposit in respect of any agreement where the transaction has been completed shall first be applied to reduce the commission payable. Should such amounts paid to the Listing Brokerage from the deposit or by the Seller's solicitor not be sufficient, the Seller shall be liable to pay to the Listing Brokerage on demand, any deficiency in commission and taxes owing on such commission.

All amounts set out as commission are to be paid plus applicable taxes on such commission.

INITIALS OF LISTING BROKERAGE: () **INITIALS OF SELLER(S):** ()

- 3. REPRESENTATION:** The Seller acknowledges that the Listing Brokerage has provided the Seller with information explaining agency relationships, including information on Seller Representation, Sub-agency, Buyer Representation, Multiple Representation and Customer Service.

The Seller understands that unless the Seller is otherwise informed, the co-operating brokerage is representing the interests of the buyer in the transaction. The Seller further acknowledges that the Listing Brokerage may be listing other properties that may be similar to the Seller's Property and the Seller hereby consents to the Listing Brokerage listing other properties that may be similar to the Seller's Property without any claim by the Seller of conflict of interest. The Seller hereby appoints the Listing Brokerage as the Seller's agent for the purpose of giving and receiving notices pursuant to any offer or agreement to purchase the Property. Unless otherwise agreed in writing between Seller and Listing Brokerage, any commission payable to any other brokerage shall be paid out of the commission the Seller pays the Listing Brokerage, said commission to be disbursed in accordance with the Commission Trust Agreement.

MULTIPLE REPRESENTATION: The Seller hereby acknowledges that the Listing Brokerage may be entering into buyer representation agreements with buyers who may be interested in purchasing the Seller's Property. In the event that the Listing Brokerage has entered into or enters into a buyer representation agreement with a prospective buyer for the Seller's Property, the Listing Brokerage will obtain the Seller's written consent to represent both the Seller and the buyer for the transaction at the earliest practicable opportunity and in all cases prior to any offer to purchase being submitted or presented.

The Seller understands and acknowledges that the Listing Brokerage must be impartial when representing both the Seller and the buyer and equally protect the interests of the Seller and buyer. The Seller understands and acknowledges that when representing both the Seller and the buyer, the Listing Brokerage shall have a duty of full disclosure to both the Seller and the buyer, including a requirement to disclose all factual information about the Property known to the Listing Brokerage.

However, the Seller further understands and acknowledges that the Listing Brokerage shall not disclose:

- that the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- that the buyer may or will pay more than the offered price, unless otherwise instructed in writing by the buyer;
- the motivation of or personal information about the Seller or buyer, unless otherwise instructed in writing by the party to which the information applies or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- the price the buyer should offer or the price the Seller should accept; and
- the Listing Brokerage shall not disclose to the buyer the terms of any other offer.

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

Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be entitled or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.

MULTIPLE REPRESENTATION AND CUSTOMER SERVICE: The Seller understands and agrees that the Listing Brokerage also provides representation and customer service to other sellers and buyers. If the Listing Brokerage represents or provides customer service to more than one seller or buyer for the same trade, the Listing Brokerage shall, in writing, at the earliest practicable opportunity and before any offer is made, inform all sellers and buyers of the nature of the Listing Brokerage's relationship to each seller and buyer.

- ~~4. **FINDERS FEES:** The Seller acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Seller consents to any such benefit being received and retained by the Brokerage in addition to the Commission as described above.~~

- 5. REFERRAL OF ENQUIRIES:** The Seller agrees that during the Listing Period, the Seller shall advise the Listing Brokerage immediately of all enquiries from any source whatsoever, and all offers to purchase submitted to the Seller shall be immediately submitted to the Listing Brokerage before the Seller accepts or rejects the same. If any enquiry during the Listing Period results in the Seller accepting a valid offer to purchase during the Listing Period or within the Holdover Period after the expiration of the Listing Period, the Seller agrees to pay the Listing Brokerage the amount of Commission set out above, payable within five (5) days following the Listing Brokerage's written demand therefor.

- 6. MARKETING:** The Seller agrees to allow the Listing Brokerage to show and permit prospective buyers to fully inspect the Property during reasonable hours and the Seller gives the Listing Brokerage the sole and exclusive right to place "For Sale" and "Sold" sign(s) upon the Property. The Seller consents to the Listing Brokerage including information in advertising that may identify the Property. The Seller further agrees that the Listing Brokerage shall have sole and exclusive authority to make all advertising decisions relating to the marketing of the Property for sale during the Listing Period. The Seller agrees that the Listing Brokerage will not be held liable in any manner whatsoever for any acts or omissions with respect to advertising by the Listing Brokerage or any other party, other than by the Listing Brokerage's gross negligence or wilful act.

- 7. WARRANTY:** The Seller represents and warrants that the Seller has the exclusive authority and power to execute this Authority to offer the Property for sale and that the Seller has informed the Listing Brokerage of any third party interests or claims on the Property such as rights of first refusal, options, easements, mortgages, encumbrances or otherwise concerning the Property, which may affect the sale of the Property.

- ~~8. **INDEMNIFICATION AND INSURANCE.** The Seller will not hold the Listing Brokerage and representatives of the Brokerage responsible for any loss or damage to the Property or contents occurring during the term of this Agreement caused by the Listing Brokerage or anyone else by any means, including theft, fire or vandalism, other than by the Listing Brokerage's gross negligence or wilful act. The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury, including but not limited to loss of the Commission payable under this Agreement, caused or contributed to by the breach of any warranty or representation made by the Seller in this Agreement or the accompanying data form. The Seller warrants the Property is insured, including personal liability insurance against any claims or lawsuits resulting from bodily injury or property damage to others caused in any way on or at the Property and the Seller indemnifies the Brokerage and all of its employees, representatives, salespersons and brokers (Listing Brokerage) and any co-operating brokerage and all of its employees, representatives, salespersons and brokers (co-operating brokerage) for and against any claims against the Listing Brokerage or co-operating brokerage made by anyone who attends or visits the Property.~~

- 9. FAMILY LAW ACT:** The Seller hereby warrants that spousal consent is not necessary under the provisions of the Family Law Act, R.S.O. 1990, unless the spouse of the Seller has executed the consent hereinafter provided.

- 10. VERIFICATION OF INFORMATION:** The Seller authorizes the Listing Brokerage to obtain any information affecting the Property from any regulatory authorities, governments, mortgagees or others and the Seller agrees to execute and deliver such further authorizations in this regard as may be reasonably required. The Seller hereby appoints the Listing Brokerage or the Listing Brokerage's authorized representative as the Seller's attorney to execute such documentation as may be necessary to effect obtaining any information as aforesaid. 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.

- 11. USE AND DISTRIBUTION OF INFORMATION:** The Seller consents to the collection, use and disclosure of personal information by the Brokerage for the purpose of listing and marketing the Property including, but not limited to: listing and advertising the Property using any medium including the Internet; disclosing Property information to prospective buyers, brokerages, salespersons and others who may assist in the sale of the Property; such other use of

INITIALS OF LISTING BROKERAGE:

○

INITIALS OF SELLER(S):

○

the Seller's personal information as is consistent with listing and marketing of the Property. The Seller consents, if this is an MLS® Listing, to placement of the listing information and sales information by the Brokerage into the database(s) of the MLS® System of the appropriate Board, and to the posting of any documents and other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) provided by or on behalf of the Seller into the database(s) of the MLS® System of the appropriate Board. ~~The Seller hereby indemnifies and saves harmless the Brokerage and/or any of its employees, servants, brokers or sales representatives from any and all claims, liabilities, suits, actions, losses, costs and legal fees caused by, or arising out of, or resulting from the posting of any documents or other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) as aforesaid.~~ The Seller acknowledges that the database, within the board's MLS® System is the property of the real estate board(s) and can be licensed, resold, or otherwise dealt with by the board(s). The Seller further acknowledges that the real estate board(s) may: during the term of the listing and thereafter, distribute the information in the database, within the board's MLS® System to any persons authorized to use such service which may include other brokerages, government departments, appraisers, municipal organizations and others; market the Property, at its option, in any medium, including electronic media; during the term of the listing and thereafter, compile, retain and publish any statistics including historical data within the board's MLS® System and retain, reproduce and display photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions which may be used by board members to conduct comparative analyses; and make such other use of the information as the Brokerage and/or real estate board(s) deem appropriate, in connection with the listing, marketing and selling of real estate during the term of the listing and thereafter. The Seller acknowledges that the information, personal or otherwise ("information"), provided to the real estate board or association may be stored on databases located outside of Canada, in which case the information would be subject to the laws of the jurisdiction in which the information is located.

In the event that this Agreement expires or is cancelled or otherwise terminated and the Property is not sold, the Seller, by initialling:		
consent to allow other real estate board members to contact the Seller after expiration or other termination of this Agreement to discuss listing or otherwise marketing the Property.	Does	Does Not

- 12. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.
- 13. CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Agreement between the Seller and the Listing Brokerage. There is no representation, warranty, collateral agreement or condition which affects this Agreement other than as expressed herein.
- 14. ELECTRONIC COMMUNICATION:** This Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Seller by electronic means shall be deemed to confirm the Seller has retained a true copy of the Agreement.
- 15. ELECTRONIC SIGNATURES:** If this Agreement has been signed with an electronic signature the parties hereto consent and agree to the use of such electronic signature with respect to this Agreement pursuant to the *Electronic Commerce Act, 2000, S.O. 2000, c17* as amended from time to time.
- 16. SCHEDULE(S):** **A + B** and data form attached hereto form(s) part of this Agreement.

THE LISTING BROKERAGE AGREES TO MARKET THE PROPERTY ON BEHALF OF THE SELLER AND REPRESENT THE SELLER IN AN ENDEAVOUR TO OBTAIN A VALID OFFER TO PURCHASE THE PROPERTY ON THE TERMS SET OUT IN THIS AGREEMENT OR ON SUCH OTHER TERMS SATISFACTORY TO THE SELLER.

..... (Authorized to bind the Listing Brokerage) (Date)	Christopher Fusco and Emily Fusco (Name of Person Signing)
---	-----------------	---

THIS AGREEMENT HAS BEEN READ AND FULLY UNDERSTOOD BY ME, I ACCEPT THE TERMS OF THIS AGREEMENT AND I ACKNOWLEDGE ON THIS DATE I HAVE SIGNED UNDER SEAL. Any representations contained herein or as shown on the accompanying data form respecting the Property are true to the best of my knowledge, information and belief.

SIGNED, SEALED AND DELIVERED I have hereunto set my hand and seal:
per: [Handwritten Signature]

..... (Signature of Seller)	 (Date) (Tel. No.)
..... (Signature of Seller)	 (Date) (Tel. No.)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the listing of the Property herein pursuant to the provisions of the Family Law Act, R.S.O. 1990 and hereby agrees to execute all necessary or incidental documents to further any transaction provided for herein.

..... (Spouse)	 (Date) (Tel. No.)
-------------------	--	-----------------	---------------------

DECLARATION OF INSURANCE

The Salesperson/Broker/Broker of Record **Christopher Fusco and Emily Fusco**
 (Name of Salesperson/Broker/Broker of Record)

hereby declares that he/she is insured as required by REBBA.

.....
 (Signature(s) of Salesperson/Broker/Broker of Record)

ACKNOWLEDGEMENT

The Seller(s) hereby acknowledge that the Seller(s) fully understand the terms of this Agreement and have received a copy of this Agreement

on the day of, 20

..... (Signature of Seller) (Date)
..... (Signature of Seller) (Date)

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Schedule A
Listing Agreement
Authority to Offer for Sale

Form 203
for use in the Province of Ontario

This Schedule is attached to and forms part of the Listing Agreement Authority to Offer for Sale (Agreement) between:

BROKERAGE: AVENUE REALTY INC., and

SELLER:

for the property known as 211 Woodland Acres Crescent Vaughan

ON L6A 1G1 dated the day of, 20.....

The commission payable to the Listing Brokerage if the buyer is represented by Christopher Fusco or Emily B. Fusco of Avenue Realty Inc., Brokerage will be FOUR (4) percent of the sale price plus applicable taxes.

If a multiple offer situation occurs with any other Sales Representative(s)/Broker(s) having an offer and Christopher Fusco or Emily B. Fusco of Avenue Realty Inc., Brokerage having an offer at the same time, the commission payable to the Listing Brokerage will be FIVE (5) percent of the sale price plus applicable taxes.

If a multiple offer situation occurs with Christopher Fusco or Emily B. Fusco of Avenue Realty Inc., Brokerage representing ALL of the Buyers at the same time, the commission payable to the Listing Brokerage will be FOUR (4) percent of the sale price plus applicable taxes as all buyers will be under the same terms.

The Seller(s) direct Avenue Realty Inc., Brokerage to transfer the status of this Listing Agreement from "Exclusive" to "MLS" as of a date to be determined. This date will serve as the MLS Contract Date.

This form must be initialed by all parties to the Agreement.

INITIALS OF BROKERAGE:

INITIALS OF SELLER(S):

**Schedule “B” to Listing Agreement
(211 Woodland Acres Crescent, Vaughan, Ontario)**

This Schedule is attached to and forms part of the Listing Agreement (the “**Agreement**”) between Avenue Realty Inc. (the “**Brokerage**”) and KSV Kofman Inc., in its capacity as receiver and manager (the “**Seller**”) of the real property located at 211 Woodland Acres Crescent, Vaughan, Ontario (the “**Property**”).

All capitalized terms not defined herein shall have the meaning defined in the standard pre-set portion of the Agreement.

The Brokerage and the Seller hereby agree that, notwithstanding anything else contained in the Agreement:

1. The Brokerage will not be paid any fees or commissions if the Property is sold to the current occupants of the Property or any party related to them.
2. The Brokerage will market the Property on an “as is, where is” basis, meaning that the Seller will not be making any representations or warranties regarding the Property.
3. The Seller will have the right to reject any and all offers submitted for the Property, including the highest dollar value offer(s).
4. The Seller is entering into the Agreement and all related documentation from time to time solely in its capacity as court-appointed receiver and manager of the Property, with no personal or corporate liability.
5. The form of agreement of purchase and sale submitted by any buyer will include a condition in favour of the Seller providing that completion of the sale transaction will be subject to approval of the Ontario Superior Court of Justice, to be obtained by the Seller.

Appendix “C”

Taking

Leaving

211 Woodland Acres – Content

ROOM	CONTENT	Taking unless indicated
<p>KITCHEN</p>	<ul style="list-style-type: none"> ● Table & chairs ● Breakfast bar chairs (4) ● Wolf gas oven ● Wolf Hood fan ● Built in wooden Hood fan (personalized) ● Sub Zero fridge ● Kitchen aid oven/warming drawer/micro ● Fischer/Pakel dishwashers (2 drawers) ● Dishwasher ● Water cooler ● Chandelier over table ● Chandelier over bar ● Carpets ● Window treatments (roman blinds) 	<p>leaving</p>
<p>Family Room</p>	<ul style="list-style-type: none"> ● Couches ● Carpets ● Coffee table (2) ● End tables and lamps ● Fire place grate ● Wall sconce ● tv ● Media equipment ● Window treatments 	<p>Leaving</p>
<p>Living Room</p>	<ul style="list-style-type: none"> ● Couches ● Coffee tables ● Display unit ● Lamps (2) ● Wooden Wall art (2) ● Painting ● Wedding picture ● Pictures on walls ● chandelier ● Window treatment 	<p>Leaving</p>

<p>Dining Room</p>	<ul style="list-style-type: none"> • Table • Chairs • Credenza • Vases • Antique glass set • Table centre piece • Chandelier • Wall sconces (2) • Mirror 	
<p>Office</p>	<ul style="list-style-type: none"> • chairs • table (btw chairs) • computer • tv • type writer • miscellaneous antiques • Wooden family crest 	
<p>Library</p>	<ul style="list-style-type: none"> • books • desk • desk chairs (2) • cabinet • ladder • decorative antiques • shelf from basement • light sconces • window treatments 	<p>Leaving</p>
<p>Laundry room</p>	<ul style="list-style-type: none"> • washer/dryer • bench 	
<p>Main Floor hallway</p>	<ul style="list-style-type: none"> • round hallway table with vase • two wooden stands with vases • Chandelier • Mirror 	

<p>Second floor hallway</p>	<ul style="list-style-type: none"> ● Bench ● Tapestry ● Stands with vases ● Curio cabinet 	
<p>Master Bedroom & Walk-in-closet</p>	<ul style="list-style-type: none"> ● 6 piece master bedroom furniture (king bed) ● Tv ● Light fixtures (wall sconces) ● Jewelry table ● Mirror ● Curtains, bed canopy and roman blinds 	<p>leaving</p>
<p>Master Bathroom</p>	<ul style="list-style-type: none"> ● Bench ● Tv ● Chandelier ● Glass shelving ● Window treatment 	<p>leaving</p>
<p>(bedroom 1)</p>	<ul style="list-style-type: none"> ● Full Bed ● Chest of drawers ● Night table ● Dresser ● Lamp ● Pictures on wall ● Curtains and roman blinds 	
<p>(bedroom 2)</p>	<ul style="list-style-type: none"> ● Queen bed ● Armoire ● Night-table ● dresser with mirror ● tv and stand ● round chair ● pictures on wall ● window treatments 	<p>Leaving</p>
<p>Second floor bathroom</p>	<ul style="list-style-type: none"> ● glass shower doors 	<p>leaving</p>

	<ul style="list-style-type: none"> • shelf • two mirrors • window treatment 	Leaving mirror over counter and window treatment
Room (3rd bedroom)	<ul style="list-style-type: none"> • full bed with canopy over bed • armoire • chest of drawers • night table • full length mirror • mirror on wall • desk • window treatments 	Leaving
Bathroom (3rd bedroom bath)	<ul style="list-style-type: none"> • mirrors over toilet and shelf unit • mirror • glass shower doors • window treatments 	Leaving leaving leaving
Basement Cold cellar Storage rm #1 Storage Rm2: Tv Area	<ul style="list-style-type: none"> • Wooden table • Wooden bench • All content: jars, bottles etc. • Winter coats and shoes • Fridge • Stand up freezer • Christams Décor, luggage and shelves • Couch • Coffee Table • Tv Stand • Tv • Sports Frames • Gitoni Table • Movie photos on wall 	

<p>Bar Area</p>	<ul style="list-style-type: none"> ● Media equipment ● Leather chair ● Leather ottoman ● Bottles ● Bar stools ● Shelf with books ● Media equipment ● Speakers ● Tv ● Two bar fridges 	
<p>Dance/gym</p>	<ul style="list-style-type: none"> ● Treadmill ● Elliptical ● Shelf ● toys 	
<p><u>Outdoors</u></p>	<ul style="list-style-type: none"> ● sofa, love seat, 2 reclining chairs, coffee table and 2 trays, 2 side tables (outdoor living furniture) ● sunbeam outdoor tv ● Two large copper planters/pots ● 6 bar stools ● Granite counter and aluminum stands ● Pizza oven ● Bbq with burner ● 3 small outdoor bar fridges ● 4 chairs, 2 ottomans (white) ● Hauser Table and 8 chairs ● 2 Black planters/pots ● Basketball net ● Gazebo with bench and side table ● 4 Black planters (in front of garage) ● 4 planters (front door) ● 2 chairs and bench (front of house) ● Bench along driveway ● Picnic table ● All decorative lanterns and planters ● Atv's 3 ● Personalized Custom Gates around perimeter of property. 	

Shed	<ul style="list-style-type: none">• shelving and all garden tools• Two boiler units	
<u>garage</u>	<ul style="list-style-type: none">• Tv• Media equipment• Antiques• Wooden garbage enclosures	

Appendix “D”

211 Woodland Acres – Disputed Items

ROOM	CONTENT
Kitchen	Wolf Gas Oven Wolf Hood Fan Built In Wooden Hood Fan Sub Zero Fridge Fischer/Pakel Dishwashers (2 drawers) Dishwasher Chandelier Over Table Chandelier Over Bar
Family Room	Wall Sconce Chandelier
Living Room	Chandelier
Dining Room	Chandelier Wall Sconces (2)
Library	Light Sconces Ladder (or at least the hardware that runs along the bookshelf track)
Laundry Room	Washer/Dryer
Main Floor Hallway	Chandelier
Master Bedroom & Walk-in-closet	Light fixtures (wall sconces)
Master Bathroom	Chandelier Glass Shelves
Outdoors	Personalized Custom Gates Pizza Oven

KITCHEN

Wolf Gas Oven



KITCHEN

Wolf Hood Fan (Picture 1 of 2)



KITCHEN

Wolf Hood Fan (Picture 2 of 2)



KITCHEN

Sub Zero Fridge (Picture 1 of 2)



KITCHEN

Sub Zero Fridge (Picture 2 of 2)



KITCHEN

Fischer Pakel Two Drawer Dishwasher



KITCHEN

Dishwasher



KITCHEN

Chandelier 1



KITCHEN

Chandelier 2



FAMILY ROOM

Wall Sconce



FAMILY ROOM

Chandelier



LIVING ROOM

Chandelier



DINING ROOM

Chandelier



DINING ROOM

Wall Sconces



LIBRARY

Sconces



LIBRARY

Ladder (Picture 1 of 2)



LIBRARY

Ladder (Picture 2 of 2)



LAUNDRY ROOM

Washer Dryer



MAIN FLOOR HALLWAY

Chandelier (Picture 1 of 2)



MAIN FLOOR HALLWAY

Chandelier (Picture 2 of 2)



MASTER BEDROOM & WALK-IN CLOSET

Sconces



MASTER BATHROOM

Chandelier



MASTER BATHROOM

Glass Shelves



OUTDOORS

Pizza Oven (Picture 1 of 3)



OUTDOORS

Pizza Oven (Picture 2 of 3)



OUTDOORS

Pizza Oven (Picture 3 of 3)



OUTDOORS

Personalized Gates (Picture 1 of 2)



OUTDOORS

Personalized Gates (Picture 2 of 2)

