



**Report of
KSV Restructuring Inc.
as Proposed Receiver of
JMD-M Canada Inc.**

March 21, 2023

Contents		Page
1.0	Introduction.....	1
1.1	Purposes of this Report.....	2
1.2	Restrictions	2
2.0	Background	2
3.0	Creditors.....	2
3.1	Stercus.....	2
3.2	Other Creditors	3
4.0	Listing Agreement.....	3
4.1	Recommendation	4
5.0	Conclusion and Recommendation	5

Appendices

Appendix	Tab
Listing Agreement.....	A



COURT FILE NO: _____

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

STERCUS ACCIDIT INVESTMENT CORP.

APPLICANT

- AND -

JMD-M CANADA INC.

RESPONDENT

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

MARCH 21, 2023

1.0 Introduction

1. KSV Restructuring Inc. ("KSV") understands that an application has been made to the Ontario Superior Court of Justice (Commercial List) (the "Court") by Stercus Accidit Investment Corp. ("Stercus") for an order (the "Receivership Order") pursuant to subsection 243(1) of the *Bankruptcy and Insolvency Act* ("BIA") and section 101 of the *Courts of Justice Act* to appoint KSV as receiver ("Receiver") of all the assets, undertaking and properties of JMD-M Canada Inc. (the "Company").
2. KSV has consented to act as Receiver. A copy of KSV's consent was filed as part of Stercus' receivership application.
3. KSV understands that the Company's principal asset is the real property municipally described as 605 Highway 7, Oakwood (City of Kawartha Lakes), Ontario (the "Real Property").
4. The principal purpose of the proposed receivership proceedings is to conduct a Court-supervised sale of the Real Property that maximizes value for the Company's stakeholders.

1.1 Purposes of this Report

1. The purposes of this report ("Report") are to:
 - a) provide background information on the proposed receivership proceedings; and
 - b) summarize the basis on which the Receiver, if appointed, recommends that it be authorized to retain and enter into a listing agreement with Keller Williams Advantage Realty ("KWAR") to act as the listing agent to market and sell the Real Property.

1.2 Restrictions

1. In preparing this Report, KSV has relied upon information, including financial information, provided by Stercus' legal counsel. KSV has not performed an audit or other verification of such information. The financial information discussed herein is preliminary and remains subject to further review. KSV expresses no opinion or other assurance with respect to the Company's financial or other information presented in this Report.

2.0 Background

1. The Company's principal, and potentially only, asset is the Real Property.
2. The Real Property is approximately four acres and consists of a gas station and commercial building. It is located just off Highway ON-7. Situated on the Real Property is an Esso gas station, convenience store and a commercial building, which includes space currently tenanted by an auto repair shop.
3. The Affidavit of Michael Kam, President of Stercus, filed in support of its receivership application (the "Affidavit") provides, *inter alia*, the Company's background and creditor composition and, accordingly, that detailed discussion has not been repeated in this Report.

3.0 Creditors

3.1 Stercus

1. Stercus holds a first-ranking mortgage/charge registered on title to the Real Property on July 23, 2021 (the "Mortgage"). The Company also granted Stercus additional security in the form of a general assignment of rents and a general security agreement dated July 23, 2021.
2. According to the Affidavit, the Mortgage matured on August 1, 2022. On or about October 12, 2022, Stercus made demand and served a Notice of Intention to Enforce Security pursuant to Section 244 of the BIA in respect of the amounts owing under the Mortgage.
3. As at October 12, 2022, Stercus is claiming approximately \$1.546 million under the Mortgage, plus interest and costs which continue to accrue.

3.2 Other Creditors

1. According to the Affidavit, the Company's other known obligations include:
 - a) a second-ranking mortgage/charge in the principal amount of \$1 million in favour of a group of lenders (collectively, the "Second Mortgagees") registered against the Property on June 10, 2022; and
 - b) municipal tax arrears of approximately \$6,500 owing to the City of Kawartha.
2. The proposed Receiver understands that each of these parties is being served with Stercus' receivership application materials.

4.0 Listing Agreement

1. As of the date of this Report, the Real Property is listed for sale by Sam Park, a broker with KWAR. The proposed Receiver has had preliminary discussions with Mr. Park to gather information and discuss KWAR's potential engagement by the Receiver, should it be appointed. Based on those discussions, the proposed Receiver understands that:
 - a) KWAR was engaged by the Company on January 8, 2023 and the Real Property has been listed on the Multiple Listing Services ("MLS") since that time for \$4.85 million; and
 - b) on March 3, 2023, the list price was reduced to \$4.29 million, following which activity levels have increased. There are presently several interested parties performing diligence on the Real Property.
2. The proposed Receiver and KWAR have agreed to the terms on which the Receiver, if appointed, would retain KWAR to continue its listing of the Real Property. The key terms and conditions of the proposed Listing Agreement include the following:
 - a) **List Price**: \$4.29 million (i.e. no change to the current list price).
 - b) **Term**: Earlier of June 30, 2023 or the closing of a transaction.
 - c) **Commission Rate**: 4% of the gross sale proceeds.
 - d) **Other**: In the Receiver's view, the Listing Agreement is generally standard and consistent with market. The Receiver inserted a schedule providing for certain terms of real estate transactions required in a receivership context, being:
 - i. the Real Property will be marketed on an "as is, where is" basis;
 - ii. the Receiver will have the right to reject any and all offers, including the highest dollar value offer(s); and

- iii. the form of agreement of purchase and sale submitted by any buyer will include a condition in favour of the Receiver providing that (a) completion of the sale transaction will be subject to Court approval, to be obtained by the Receiver, and (b) title to the Real Property shall be conveyed by way of Court order vesting title to the Real Property in the buyer.
3. A copy of the form of proposed Listing Agreement is attached as Appendix "A". If appointed, the Receiver intends to execute and enter into the Listing Agreement so that the listing of the Real Property can continue uninterrupted by the commencement of these proposed receivership proceedings.

4.1 Recommendation

1. The proposed Receiver recommends that the Court issue an order approving and authorizing the Receiver, if appointed, to enter into the Listing Agreement for the following reasons:
 - a) it will provide for a fair, open and transparent process intended to canvass the market broadly on an orderly basis. The terms of the Listing Agreement are consistent with traditional real estate sale processes conducted in the context of receivership proceedings. In this regard, the Listing Agreement is in the standard Ontario Real Estate Association ("OREA") form, amended to consider certain receivership provisions;
 - b) there will be no delay in the Receiver listing the Real Property – KWAR will be retained from the outset of these proceedings and is familiar with the Real Property and is presently in discussions with interested parties. This should allow for the process to be conducted on a timely basis, which will assist to reduce costs;
 - c) in the Receiver's view, KWAR is qualified for this assignment – it has experience selling retail/commercial properties in the Kawartha area and has national reach;
 - d) KWAR's commission rate of 4% is consistent with market;
 - e) KWAR has discouraged setting a bid deadline for the Real Property given the specific nature of the Real Property, being a gas station. Given the recent increase in activity levels by interested parties, KWAR has recommended that the Real Property continue to be listed for \$4.29 million;
 - f) the list price can be revised and the proposed Receiver intends to consult with Stercus and the Second Mortgagees before increasing or decreasing the list price; and
 - g) the Receiver understands that Stercus has consented to the retention of KWAR pursuant to the Listing Agreement.

5.0 Conclusion and Recommendation

1. Based on the foregoing, the proposed Receiver respectfully recommends that the Court make an order granting the relief detailed in Section 1.1 (1)(b) of this Report.

* * *

All of which is respectfully submitted,

KSV Restructuring Inc.

**KSV RESTRUCTURING INC.,
SOLELY IN ITS CAPACITY AS PROPOSED RECEIVER OF
JMD-M CANADA INC.
AND NOT IN ITS PERSONAL CAPACITY**

Appendix “A”



Form 520

for use in the Province of Ontario

Listing Agreement - Commercial Seller Representation Agreement Authority to Offer for Sale

This is a Multiple Listing Service® Agreement



OR

This Listing is Exclusive

EXCLUSIVE



BETWEEN:

BROKERAGE: **Keller Williams Advantage Realty**

1238 Queen St E Toronto On M4L1C3 (the "Listing Brokerage") Tel. No. **416-465-4545**

SELLER: **KSV RESTRUCTURING INC.,** COURT-APPOINTED RECEIVER OF THE PROPERTY (the "Seller")

In consideration of the Listing Brokerage listing the real property **for sale** known as **605 Hwy 7**

Kawartha Lakes **ON** **KOM2MO** (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 **31** day of **March**, 20**23**,

until 11:59 p.m. on the **30** day of **June**, 20**23** (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.** }



to offer the Property **for sale** at a price of:

Four Million Two Hundred Ninety Thousand Dollars (\$CDN) **4,290,000.00**

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.



1. DEFINITIONS AND INTERPRETATIONS: For the purposes of this Agreement ("Authority" or "Agreement"):

"Seller" includes vendor and a "buyer" includes a purchaser or a prospective purchaser. 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, or the causing of a First Right of Refusal to be exercised, or an agreement to sell or transfer shares or assets. "Real property" includes real estate as defined in the Real Estate and Business Brokers Act (2002). The "Property" shall be deemed to include any part thereof or interest therein. A "real estate board" includes a real estate association. 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 for sale, the Seller agrees to pay the Listing Brokerage a commission

of **4.0** % 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, as may be acceptable to the Seller.

INITIALS OF LISTING BROKERAGE:



INITIALS OF SELLER(S):



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 of²..... % 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 within¹⁸⁰..... 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. In the event the buyer fails to complete the purchase and the deposit or any part thereof becomes forfeited, awarded, directed or released to the Seller, the Seller then authorizes the Listing Brokerage to retain as commission for services rendered, fifty (50%) per cent of the amount of the said deposit forfeited, awarded, directed or released to the Seller (but not to exceed the commission payable had a sale been consummated) and to pay the balance of the deposit to the Seller. All amounts set out as commission are to be paid plus applicable taxes on such commission.

3. REPRESENTATION: The Seller acknowledges that the Listing Brokerage has provided the Seller with written 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 acting as an agent for more than one seller without any claim by the Seller of conflict of interest. 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. 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.

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 practical opportunity and in all cases prior to any offer to purchase being submitted or presented. The Seller understand 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.

INITIALS OF LISTING BROKERAGE:

INITIALS OF SELLER(S):

- 4. 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 by the Seller before the Seller accepts or rejects the same. If any enquiry during the Listing Period results in the Seller's accepting a valid offer to purchase during the Listing Period or within the Holdover Period after the expiration of the Listing Period described above, 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.
- 5. 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 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.
- ~~**6. 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.~~
- ~~**7. 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 and, if attached, 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.
Section 6,7 and 8 intentionally deleted.~~
- ~~**8. ENVIRONMENTAL INDEMNIFICATION:** 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 as a result of the Property being affected by any contaminants or environmental problems.~~
- 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. 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.
- 11. VERIFICATION OF INFORMATION:** The Seller authorizes the Listing Brokerage to obtain any information from any regulatory authorities, governments, mortgagees or others affecting the Property 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.
- 12. 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 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

INITIALS OF LISTING BROKERAGE:

INITIALS OF SELLER(S):



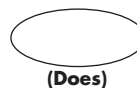
The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

© 2023, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

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)

13. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.

14. 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 Authority from the Seller to the Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.

15. 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.

16. 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.

17. SCHEDULE(S) 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.

..... **Sam Park**
(Authorized to bind the Listing Brokerage) (Date) (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:

KSV RESTRUCTURING INC.,
(Name of Seller)

.....
(Signature of Seller/Authorized Signing Officer) (Seal) (Date) (Tel. No.)

.....
(Signature of Seller/Authorized Signing Officer) (Seal) (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) (Seal) (Date) (Tel. No.)

DECLARATION OF INSURANCE

The Salesperson/Broker/Broker of Record **Sam Park**
(Name of Salesperson/Broker/Broker of Record)

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

Authentisign

.....
(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)



Form 523

for use in the Province of Ontario

Schedule A Listing Agreement - Commercial Authority to Offer for Sale

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

BROKERAGE: Keller Williams Advantage Realty, and

SELLER: KSV RESTRUCTURING INC., COURT-APPOINTED RECEIVER OF THE PROPERTY

for the property known as 605 Hwy 7 Kawartha Lakes

ON KOM2MO dated the 31 day of March, 2023

This Schedule is attached to and forms part of the Listing Agreement (the "Agreement") between Keller Williams Advantage Realty (the "Brokerage") and KSV Restructuring Inc., as court-appointed receiver of the assets, undertakings, and properties of JMD-M Canada Inc. (the "Seller"), with respect to the real property located at 605 Hwy 7, Kawartha Lakes, ON (the "Property").

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

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

1. The Listing 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.
2. The Seller will have the right to reject any and all offers submitted for the Property, including the highest dollar value offer(s).
3. The form of agreement of purchase and sale submitted by any buyer will include a condition in favour of the Seller providing that (a) completion of the sale transaction will be subject to approval of the Ontario Superior Court of Justice, to be obtained by the Seller, and (b) title to the Property shall be conveyed by way of court order vesting title to the Property in the buyer.

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

INITIALS OF BROKERAGE:



INITIALS OF SELLER(S):



The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

© 2023, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

Form 815

for use in the Province of Ontario

The Commercial REALTOR® Consumer Relationship

In Ontario, the real estate profession is governed by the Real Estate and Business Brokers Act, 2002, and Associated Regulations (REBBA 2002 or Act), administered by the Real Estate Council of Ontario (RECO). All Ontario REALTORS® are registered under the Act and governed by its provisions. REBBA 2002 is consumer protection legislation, regulating the conduct of real estate brokerages and their salespeople/brokers. The Act provides consumer protection in the form of deposit insurance and requires every salesperson/broker to carry errors & omission (E&O) insurance.

When you choose to use the services of a Commercial REALTOR®, it is important to understand that this individual works on behalf of a real estate brokerage, usually a company. The brokerage is operated by a Broker of Record, who has the ultimate responsibility for the employees registered with the brokerage. When you sign a contract, it is with the brokerage, not with the salesperson/broker employee.

The Act also requires that the brokerage (usually through its Commercial REALTORS®) explain the types of service alternatives available to consumers and the services the brokerage will be providing. The brokerage must document the relationship being created between the brokerage and the consumer, and submit it to the consumer for his/her approval and signature. The most common relationships are "client" and "customer", but other options may be available in the marketplace.

Client

A "client" relationship creates the highest form of obligation for a Commercial REALTOR® to a consumer. The brokerage and its salespeople/brokers have a fiduciary (legal) relationship with the client and represent the interests of the client in a real estate transaction. The Commercial REALTOR® will establish this relationship with the use of a representation agreement, called a Listing Agreement with the seller and a Buyer Representation Agreement or Mandate with the buyer. The agreement contains an explanation of the services the brokerage will be providing, the fee arrangement for those services, the obligations the client will have under the agreement, and the expiry date of the agreement. Ensure that you have read and fully understand any such agreement before you sign the document.

Once a brokerage and a consumer enter into a client relationship, the brokerage must protect the interests of the client and do what is best for the client. A brokerage must strive for the benefit of the client and must not disclose a client's confidential information to others. Under the Act, the brokerage must also make reasonable efforts to determine any material facts relating to the transaction that would be of interest to the client and must inform the client of those facts. Although they are representing the interests of their client, they must still treat all parties to the transaction with fairness, honesty, and integrity.

Customer

A buyer/tenant or seller/landlord may not wish to be under contract as a client with the brokerage but would rather be treated as a customer. A Commercial REALTOR® is obligated to treat every person in a real estate transaction with honesty, fairness, and integrity, but unlike a client, provides a customer with a restricted level of service. Services provided to a customer may include showing the property or properties, taking customer direction to draft an offer and present the customer offer etc. Brokerages use a Customer Service Agreement to document the services they are providing to a buyer/tenant or seller/landlord customer.

Under the Act, the Commercial REALTOR® has disclosure obligations to a customer and must disclose material facts known to the brokerage that relate to the transaction.

What Happens When...

Buyer(s) and the seller(s) are sometimes under contract with the same brokerage when properties are being shown or an offer is being contemplated. There can also be instances when there is more than one offer on a property and more than one buyer and seller are under a representation agreement with the same brokerage. This situation is referred to as multiple representation. Under the Act, the Commercial REALTORS® and their brokerage must make sure all buyers, sellers, and their Commercial REALTORS® confirm in writing that they acknowledge, understand, and consent to the situation before their offer is made. Commercial REALTORS® typically use what is called a Confirmation of Co-operation and Representation form to document this situation.

Offer negotiations may become stressful, so if you have any questions when reference is made to multiple representation or multiple offers, please ask your Commercial REALTOR® for an explanation.

Critical Information

Commercial REALTORS® are obligated to disclose facts that may affect a buying or selling decision. It may be difficult for a Commercial REALTOR® to judge what facts are important. They also may not be in a position to know a fact. You should communicate to your Commercial REALTOR® what information and facts about a property are important to you in making a buying or selling decision, and document this information to avoid any misunderstandings and/or unpleasant surprises.

Similarly, services that are important to you and are to be performed by the brokerage, or promises that have been made to you, should be documented in your contract with the brokerage and its salesperson/broker.




To ensure the best possible real estate experience, make sure all your questions are answered by your Commercial REALTOR®. You should read and understand every contract before you finalize it.

Acknowledgement by: **KSV RESTRUCTURING INC., COURT-APPOINTED RECEIVER OF THE PROPERTY**
(Names)



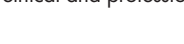
I/we have read, understand, and have received a copy of Working with a Commercial REALTOR®

Sellers: As seller(s), I/we understand that

Keller Williams Advantage Realty

(Name of Brokerage)	
(initial one)	Is representing my interests, to be documented in a separate written agency representation agreement, and I understand the brokerage may represent and/or provide customer service to other sellers and buyers.
	
	Is not representing my interests, to be documented in a separate written customer service agreement, but will act in a fair, ethical and professional manner.
	
(Signature)	(Date)
(Signature)	(Date)

Buyers: As buyer(s), I/we understand that

(Name of Brokerage)	
(initial one)	Is representing my interests, to be documented in a separate written agency representation agreement, and I understand the brokerage may represent and/or provide customer service to other buyers and sellers.
	
	Is not representing my interests, to be documented in a separate written customer service agreement, but will act in a fair, ethical and professional manner.
	
(Signature)	(Date)
(Signature)	(Date)

Please note that Federal legislation requires REALTORS® to verify the identity of sellers and buyers with whom they are working.

For the purposes of this information, the term "seller" can be interpreted as "landlord" and "buyer" can mean "tenant." This form is for information only and is not a contract.



COMMERCIAL – SALE MLS® DATA INFORMATION FORM



☒ **Mandatory Field**
All Property Types

☐ **Optional Field**
All Property Types

MLS® LISTING # _____

FOR BOARD USE ONLY FOR A NEW LISTING OR TO BE COMPLETED FOR A RE-RUN.

PROPERTY INFORMATION

ASSESSMENT ROLL NUMBER (ARN)

1 6 5 1 1 1 0 0 3 0 2 8 0 0 0

PIN #

AREA

K a w a r t h a L a k e s

MUNICIPALITY

K a w a r t h a L a k e s

COMMUNITY *

R u r a l M a r i p o s a

* MANDATORY IF AVAILABLE

STREET NUMBER

6 0 5

STREET NAME

H w y 7

ABBREVIATION

DIR

APT/UNIT

POSTAL CODE

K 0 M 2 M 0

LEGAL DESCRIPTION (LOT, PLAN, CONCESSION)

PT LT 10 CON 9 MARIPOSA PT 2, 57R3732; S/T R199620

PROPERTY MANAGEMENT COMPANY

LOT FRONT ▲*

6 6 1 . 7 1

LOT DEPTH ▲*

0 . 0 0

LOT/BLDG/UNIT CODE ▲

☒ Lot

☐ Bldg

☐ Unit

LOT SIZE CODE ▲

☒ Feet ☐ Acres

☐ Metres

LOT IRREGULARITIES

* NOT MANDATORY FOR COMMERCIAL CONDO

DIRECTION/MAIN CROSS STREETS

H W Y 7 / W H I T E R O C K R D

MAP

MAP COL (NUMERIC)

MAP ROW (ALPHA)

▲ IF NOT APPLICABLE ENTER "0"

PRICE/DATES

◆ One of Possession Date or Possession Remarks is Mandatory

LIST PRICE

4 2 9 0 0 0 0 . 0 0

LIST PRICE CODE

NOTE: REFER TO PRICE CODES

F o r S a l e

MIN. RENTAL TERM (MONTHS)

MAX. RENTAL TERM (MONTHS)

SELLER NAME

KSV RESTRUCTURING INC., & COURT-APPOINTED RECEIVER OF THE PROPERTY

CONTRACT COMMENCEMENT

0 3 / 3 1 / 2 0 2 3

M M D D Y Y Y Y

EXPIRY DATE

0 6 / 3 0 / 2 0 2 3

M M D D Y Y Y Y

POSSESSION DATE ◆

/ /

M M D D Y Y Y Y

POSSESSION REMARKS ◆

T B D

TAXES

1 1 5 0 1 . 2 9

TYPE TAXES (check 1)

☐ Annual ☐ T. & O.

☐ N/A ☐ T.M.I.

TAX YEAR

2 0 2 2

ASSESSMENT

ASSESSMENT YEAR

CONDO MAINTENANCE FEES (MONTHLY) *

* MANDATORY FOR COMMERCIAL & INDUSTRIAL CONDOS ONLY

FORM 590

REV. JANUARY 2022



© 2022 Toronto Regional Real Estate Board ("TRREB"). All rights reserved. This form was developed by TRREB for the use and reproduction of its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of TRREB. Do not alter when printing or reproducing the standard pre-set portion.

SELLERS INITIALS



Page 1 of 4



DETAILS

ZONING

C - 2 - 3

TYPE - PRIMARY (check 1)	CATEGORY (check 1)	USE (check 1)
<input type="checkbox"/> Commercial Retail Property (Do not use for Sale of Business)	<input type="checkbox"/> Highway Commercial <input type="checkbox"/> Multi-Use <input type="checkbox"/> Retail <input type="checkbox"/> Service <input type="checkbox"/> Commercial Condo <input type="checkbox"/> Institutional*	<input type="checkbox"/> Automotive Related <input type="checkbox"/> Health & Beauty Related <input type="checkbox"/> Hospitality/Food Related <input type="checkbox"/> Other <input type="checkbox"/> Retail Store Related <input type="checkbox"/> Service Related <input type="checkbox"/> Bank* <input type="checkbox"/> Church* <input type="checkbox"/> School* <input type="checkbox"/> Other* *uses for Institutional category only
<input checked="" type="checkbox"/> Sale of Business	<input checked="" type="checkbox"/> With Property <input type="checkbox"/> Without Property	<input type="checkbox"/> Apparel <input type="checkbox"/> Art Gallery <input type="checkbox"/> Art Supplies <input type="checkbox"/> Automotive Related <input type="checkbox"/> Bakery <input type="checkbox"/> Banquet Hall <input type="checkbox"/> Bar/Tavern/Pub <input type="checkbox"/> Beauty Salon <input type="checkbox"/> Bed & Breakfast <input type="checkbox"/> Butcher/Meat <input type="checkbox"/> Cabins/Cottages <input type="checkbox"/> Café <input type="checkbox"/> Car Wash <input type="checkbox"/> Caterer/Cafeteria <input type="checkbox"/> Coffee/Donut Shop <input type="checkbox"/> Coin Laundromat <input type="checkbox"/> Convenience/Variety <input type="checkbox"/> Copy/Printing <input type="checkbox"/> Crafts/Hobby <input type="checkbox"/> Dairy Products <input type="checkbox"/> Day Care <input type="checkbox"/> Delicatessen <input type="checkbox"/> Delivery/Courier <input type="checkbox"/> Distributing <input type="checkbox"/> Drugstore/Pharmacy <input type="checkbox"/> Dry Cleaning/Laundry <input type="checkbox"/> Electronics <input type="checkbox"/> Entertainment <input type="checkbox"/> Fast Food/Takeout <input type="checkbox"/> Fitness/Training <input type="checkbox"/> Florist <input type="checkbox"/> Food Court Outlet <input type="checkbox"/> Footwear <input type="checkbox"/> Fruit/Vegetable/Market <input type="checkbox"/> Funeral Home <input type="checkbox"/> Furniture <input type="checkbox"/> Garden/Landscaping <input checked="" type="checkbox"/> Gas Station <input type="checkbox"/> Golf Course <input type="checkbox"/> Golf Driving Range <input type="checkbox"/> Gravel Pit/Quarry <input type="checkbox"/> Grocery/Supermarket <input type="checkbox"/> Hair Salon <input type="checkbox"/> Hardware/Tools <input type="checkbox"/> Home Improvement <input type="checkbox"/> Hotel/Motel/Inn <input type="checkbox"/> Jewellery <input type="checkbox"/> Manufacturing <input type="checkbox"/> Marina <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Other <input type="checkbox"/> Pizzeria <input type="checkbox"/> Real Estate Office <input type="checkbox"/> Restaurant <input type="checkbox"/> Self Storage <input type="checkbox"/> Service Related <input type="checkbox"/> Spa/Tanning <input type="checkbox"/> Sporting Goods <input type="checkbox"/> Sports/Entertainment <input type="checkbox"/> Travel Agency <input type="checkbox"/> Wood Working
<input type="checkbox"/> Store With Apartment/Office	<input type="checkbox"/> Store With Apartment/Office	
<input type="checkbox"/> Investment	<input type="checkbox"/> Accommodation ¹ <input type="checkbox"/> Apartment ² <input type="checkbox"/> Retail <input type="checkbox"/> Industrial <input type="checkbox"/> Recreational ³ <input type="checkbox"/> Office	<input type="checkbox"/> Bed & Breakfast ¹ <input type="checkbox"/> Apts-2 To 5 Units ² <input type="checkbox"/> Cabins/Cottages ¹ <input type="checkbox"/> Apts-6 To 12 Units ² <input type="checkbox"/> Hotel/Motel/Inn ¹ <input type="checkbox"/> Apts-13 To 20 Units ² <input type="checkbox"/> Other ¹ <input type="checkbox"/> Apts-Over 20 Units ² <input type="checkbox"/> Seniors Residence ² <input type="checkbox"/> Other ² <input type="checkbox"/> Golf ³ <input type="checkbox"/> Marina ³ <input type="checkbox"/> Campground ³ <input type="checkbox"/> Sports/Entertainment ³ <input type="checkbox"/> Other ³ 1 - uses for Accommodation only 2 - uses for Apartment only 3 - uses for Recreational only All others have no uses.
<input type="checkbox"/> Office	<input type="checkbox"/> Office	<input type="checkbox"/> Medical/Dental <input type="checkbox"/> Professional Office <input type="checkbox"/> Other
<input type="checkbox"/> Industrial	<input type="checkbox"/> Free Standing <input type="checkbox"/> Multi-Unit <input type="checkbox"/> Industrial Condo	<input type="checkbox"/> Cooler/Freezer/Food Inspected <input type="checkbox"/> Factory/Manufacturing <input type="checkbox"/> Laboratory <input type="checkbox"/> Other <input type="checkbox"/> Transportation <input type="checkbox"/> Warehouse
<input type="checkbox"/> Farm	<input type="checkbox"/> Agricultural	<input type="checkbox"/> Cash Crop <input type="checkbox"/> Dairy Products <input type="checkbox"/> Hobby <input type="checkbox"/> Horse <input type="checkbox"/> Livestock <input type="checkbox"/> Other
<input type="checkbox"/> Land	<input type="checkbox"/> Raw (Outside Official Plan) <input type="checkbox"/> Designated	<input type="checkbox"/> Bush <input type="checkbox"/> Golf <input type="checkbox"/> Gravel Pit/Quarry <input type="checkbox"/> Industrial <input type="checkbox"/> Hospitality <input type="checkbox"/> Office <input type="checkbox"/> Other <input type="checkbox"/> Parking Lot <input type="checkbox"/> Recreational <input type="checkbox"/> Residential <input type="checkbox"/> Restricted <input type="checkbox"/> Retail <input type="checkbox"/> Waterfront

3 FREESTANDING

☒ Yes ☐ No

4 TOTAL AREA

6 8 0 6 . 0 0

4 TOTAL AREA CODE (check 1)

- ☐ Acres
☐ Hectares
☒ Square Feet
☐ Sq. Ft. Divisible
☐ Square Metres
☐ Sq. M. Divisible

% BUILDING

5 OFFICE/APT AREA

1 0 9 4

5 OFFICE/APT AREA CODE

(check 1)

- ☐ Percentage
☒ Square Feet
☐ Sq. Ft. Divisible
☐ Square Metres
☐ Sq. M. Divisible

6 INDUSTRIAL AREA

4 1 8 3

6 INDUSTRIAL AREA CODE

(check 1)

- ☐ Percentage
☒ Square Feet
☐ Sq. Ft. Divisible
☐ Square Metres
☐ Sq. M. Divisible

7 RETAIL AREA

1 5 2 9

7 RETAIL AREA CODE

(check 1)

- ☐ Percentage
☒ Square Feet
☐ Sq. Ft. Divisible
☐ Square Metres
☐ Sq. M. Divisible

APPROXIMATE AGE

- ☐ New
☐ 0 - 5 Years
☐ 6 - 15 Years
☐ 16 - 30 Years
☐ 31 - 50 Years
☐ 51 - 99 Years
☐ 100 + Years

AREA INFLUENCES

(check 2)

- ☐ Greenbelt/Conservation
☒ Major Highway
☐ Public Transit
☐ Recreation/Community Center
☐ Skiing
☐ Subways

PHYSICALLY HANDICAPPED-EQUIPPED

- ☐ Yes ☐ No

8 BASEMENT

- ☒ Yes ☐ No

UFFI (check 1)

- ☐ No
☐ Partially Removed
☐ Removed
☐ Yes

9 CLEAR HEIGHTFEET INCHES **BAY SIZE**WIDTH FT IN LENGTH FT IN **10 SPRINKLERS (check 1)**

- ☒ No
☐ Partial
☐ Yes

11 UTILITIES

- ☒ Available
☐ Yes
☐ No

VOLTS **AMPS** **12 WATER (check 1)**

- ☐ Municipal
☐ None
☐ Other
☒ Well

WATER SUPPLY TYPES

(check 1)

- ☐ Bored Well
☐ Cistern
☐ Community Well
☐ Drilled Well
☐ Dug Well
☐ Lake/River
☐ Shared Well

13 AIR CONDITIONING (check 1)

- ☐ No
☐ Partial
☒ Yes

14 HEAT TYPE (check 1)

- ☐ Baseboard
☐ Elec Forced Air
☐ Elec Hot Water
☐ Fan Coil
☒ Gas Forced Air Closed
☐ Gas Forced Air Open
☐ Gas Hot Water
☐ None
☐ Oil Forced Air
☐ Oil Hot Water
☐ Oil Steam
☐ Other
☐ Propane Gas
☐ Radiant
☐ Solar
☐ Steam Radiators
☐ Water Radiators
☐ Woodburning

WASHROOMS **SHIPPING DOOR TYPES****15 TRUCK LEVEL SHIP DOORS #** DOOR HEIGHT FT IN DOOR WIDTH FT IN **15 DOUBLE MAN SHIP DOORS #** DOOR HEIGHT FT IN DOOR WIDTH FT IN **15 DRIVE-IN LEVEL SHIP DOORS #** DOOR HEIGHT FT IN DOOR WIDTH FT IN **15 GRADE LEVEL SHIP DOORS #** DOOR HEIGHT FT IN DOOR WIDTH FT IN **16 ELEVATOR (check 1)**

- ☐ Freight/Public
☐ Freight
☒ None
☐ Public

17 GARAGE TYPE (check 1)

- ☐ Boulevard
☐ Covered
☐ Double Detached
☐ In/Out
☐ Lane
☐ None
☐ Other
☒ Outside/Surface
☐ Pay
☐ Plaza
☐ Public
☐ Reserved/Assigned
☐ Single Detached
☐ Street
☐ Underground
☐ Valet
☐ Visitor

PARKING SPACES TOTAL **NUMBER OF TRAILER PARKING SPOTS** **OUTSIDE STORAGE**

- ☐ No ☐ Yes

18 RAIL

- ☐ Available ☐ No ☐ Yes

CRANE

- ☐ No ☐ Yes

SURVEY

- ☐ No ☐ Yes

SOIL TEST (check 1)

- ☐ Construction Audit
☐ Construction & Environmental
☐ Environment Audit
☐ No
☐ Yes

19 SEWERS (check 1)

- ☐ None
☐ Sanitary Available
☐ Sanitary + Storm
☐ Sanitary + Storm Available
☐ Sanitary
☐ Septic Available
☒ Septics
☐ Storm
☐ Storm Available

COMMENTS**REMARKS FOR CLIENTS**

(use up to 463 characters)

1. Appear in the Brokerage Full, Client Full and Flyer Reports in TorontoMLS and are published on the Internet.

2. REMARKS MUST RELATE DIRECTLY TO PROPERTY.**3. DISCLOSE POTL DETAILS & POTL MONTHLY FEES IN THIS FIELD.****TO BE ADDED ON MLS LATER****EXTRAS**

(use up to 240 characters)

1. Appear in the Brokerage Full, Client Full and Flyer Reports in TorontoMLS and are published on the Internet.

2. REMARKS MUST RELATE DIRECTLY TO PROPERTY.**TO BE ADDED ON MLS LATER**

COMMENTS

REMARKS FOR BROKERAGES (use up to 280 characters)

1. Appear in the Brokerage Full Report in TorontoMLS and not on the Client Reports and are not published on the Internet.
2. LIST ALL EQUIPMENT THAT IS RENTED, LEASED, OR LEASED TO OWN FOR THE PROPERTY INCLUDING THE DETAILS AND TERMS.
REFER TO RESIDENTIAL INFORMATION CHECKLIST - RENTAL OR LEASE - FIXTURE(S)/CHATTEL(S) INCLUDED - FORM 823.
3. ADDITIONAL CONTACT INFORMATION IS ALLOWED ONLY IN THIS FIELD.
TO BE ADDED ON MLS LATER

FINANCIAL INFORMATION

20 **FINANCIAL STATEMENT** 21 **CHATELS** 22 **FRANCHISE** 23 **DAYS OPEN** **HOURS OPEN** 24 **EMPLOYEES**

Yes ☒ No ☐ Yes ☒ No ☐ Yes ☒ No ☐ One ☐ Two ☐ Three ☐ Four ☐ Five ☐ Six ☒ Seven ☐ Varies

3

25 **SEATS** 26 **L.L.B.O.** **BUSINESS/BUILDING NAME** (37 characters)

TAXES EXPENSE

Yes ☐ No ☐

INSURANCE EXPENSE **MANAGEMENT EXPENSE** **MAINTENANCE** **HEAT EXPENSES** **HYDRO EXPENSE** **WATER EXPENSE**

OTHER EXPENSES **GROSS INCOME/SALES** **VACANCY ALLOWANCE** **OPERATING EXPENSES** **NET INCOME BEFORE DEBT**

EST. INV. VALUES AT COST **COMMON AREA UPCHARGE** **PERCENTAGE RENT** **EXPENSES** ♦ **YEAR EXPENSES**
Actual ☐ Estimated ☐
♦ COMPLETE ONLY IF YOU HAVE ENTERED ANY AMOUNT(S)

MORTGAGE COMMENTS

BROKERAGE INFORMATION

LISTING BROKERAGE
Keller Williams Advantage Realty

OFFICE PHONE 4 1 6 - 4 6 5 - 4 5 4 5

L.B. FAX NO. 4 1 6 - 4 6 5 - 4 5 3 3

BROKER 1/SALESPERSON 1
Sam Park

BROKER 1/SALESPERSON 1 PHONE

BROKER 2/SALESPERSON 2

BROKER 2/SALESPERSON 2 PHONE

COMMISSION TO CO-OPERATING BROKERAGE

2 . 0 %

SPIS **ENERGY CERTIFICATION** **CERTIFICATION LEVEL**
☐ Yes ☒ No ☐ Yes ☐ No

GREEN PROPERTY INFORMATION STATEMENT

☐ Yes ☐ No

DISTRIBUTE TO DDF™/IDX

☒ Yes ☐ No

DISTRIBUTE TO INTERNET

☒ Yes ☐ No

DISPLAY ADDRESS ON INTERNET

☒ Yes ☐ No

APPOINTMENTS

PERMISSION TO CONTACT LB TO ADVERTISE

☒ Yes ☐ No

OCCUPANCY (check 1)

☒ Owner/Tenant ☐ Owner ☐ Partial ☐ Tenant ☐ Vacant

CONTACT AFTER EXPIRED

☐ Yes ☒ No

HOLDOVER DAYS

1 8 0

VIRTUAL TOUR URL (100 characters)

PHOTO OPTIONS

☐ Use photo from photo library ☒ Upload your own photo(s) ☐ No photo for this listing

SELLER HEREBY ACKNOWLEDGES HAVING RECEIVED A COPY OF PART 2 OF 2 OF THE LISTING AGREEMENT.

SIGNATURE _____

DATE _____

SIGNATURE _____

DATE _____

COURT-APPOINTED RECEIVER OF THE PROPERTY

FORM 590

REV. JANUARY 2022



© 2022 Toronto Regional Real Estate Board ("TRREB"). All rights reserved. This form was developed by TRREB for the use and reproduction of its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of TRREB. Do not alter when printing or reproducing the standard pre-set portion.

Page 4 of 4

PRICE CODES

FOR SALE
GROSS LEASE
NET LEASE
OTHER

PER ACRE
PER SQ. FT.
PLUS STOCK
SQ. FT. GROSS

SQ. FT. NET
SQ. M. GROSS
SQ. M. NET

DETAILS/DESCRIPTIONS – ALL COMMERCIAL PROPERTY TYPES

2	USE MANDATORY: OPTIONAL:	Sale of Business Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office	15	SHIPPING DOORS MANDATORY: OPTIONAL:	Industrial Commercial/Retail; Farm; Investment; Land; Office; Sale of Business; Store with Apartment/Office
3	FREESTANDING MANDATORY: OPTIONAL:	Commercial/Retail; Industrial; Investment; Office; Store with Apartment/Office Farm; Land; Sale of Business	16	ELEVATORS MANDATORY: OPTIONAL:	Office Commercial/Retail; Farm; Industrial; Investment; Land; Sale of Business; Store with Apartment/Office
4	TOTAL LAND/BLDG. AREA MANDATORY: OPTIONAL:	Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office Sale of Business	17	PARKING/GARAGE MANDATORY: OPTIONAL:	Commercial/Retail; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office Farm; Land
5	OFFICE/APT. AREA MANDATORY: OPTIONAL:	Office; Store with Apartment/Office Commercial/Retail; Farm; Industrial; Investment; Land; Sale of Business	18	RAIL MANDATORY: OPTIONAL:	Industrial Commercial/Retail; Farm; Investment; Land; Office; Sale of Business; Store with Apartment/Office
6	INDUSTRIAL AREA MANDATORY: OPTIONAL:	Industrial Commercial/Retail; Farm; Investment; Land; Sale of Business; Store with Apartment/Office	19	SEWERS MANDATORY: OPTIONAL:	Land Commercial/Retail; Farm; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office
7	RETAIL AREA MANDATORY: OPTIONAL:	Commercial/Retail; Store with Apartment/Office Farm; Industrial; Investment; Land; Office; Sale of Business	20	FINANCIAL STATEMENT MANDATORY: OPTIONAL:	Sale of Business Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
8	BASEMENT MANDATORY: OPTIONAL:	Sale of Business; Store with Apartment/Office Commercial/Retail; Farm; Industrial; Investment; Land; Office	21	CHATELS MANDATORY: OPTIONAL:	Sale of Business Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
9	CLEAR HEIGHT MANDATORY: OPTIONAL:	Industrial Commercial/Retail; Farm; Investment; Land; Office; Sale of Business; Store with Apartment/Office	22	FRANCHISE MANDATORY: OPTIONAL:	Sale of Business Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
10	SPRINKLERS MANDATORY: OPTIONAL:	Commercial/Retail; Industrial; Office; Store with Apartment/Office Farm; Investment; Land; Sale of Business	23	DAYS OPEN MANDATORY: OPTIONAL:	Sale of Business Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
11	UTILITIES MANDATORY: OPTIONAL:	Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office Sale of Business	24	# EMPLOYEES MANDATORY: OPTIONAL:	Sale of Business Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
12	WATER MANDATORY: OPTIONAL:	For all	25	# SEATS MANDATORY: OPTIONAL:	Sale of Business Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
13	AIR CONDITIONING MANDATORY: OPTIONAL:	Commercial/Retail; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office Farm; Land	26	L.L.B.O. MANDATORY: OPTIONAL:	Sale of Business Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
14	HEAT MANDATORY: OPTIONAL:	Commercial/Retail; Farm; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office Land			

PRICE CODES

FOR SALE
GROSS LEASE
NET LEASE
OTHER

PER ACRE
PER SQ. FT.
PLUS STOCK
SQ. FT. GROSS

SQ. FT. NET
SQ. M. GROSS
SQ. M. NET

DETAILS/DESCRIPTIONS – ALL COMMERCIAL PROPERTY TYPES

2	USE MANDATORY: OPTIONAL:	Sale of Business Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office	15	SHIPPING DOORS MANDATORY: OPTIONAL:	Industrial Commercial/Retail; Farm; Investment; Land; Office; Sale of Business; Store with Apartment/Office
3	FREESTANDING MANDATORY: OPTIONAL:	Commercial/Retail; Industrial; Investment; Office; Store with Apartment/Office Farm; Land; Sale of Business	16	ELEVATORS MANDATORY: OPTIONAL:	Office Commercial/Retail; Farm; Industrial; Investment; Land; Sale of Business; Store with Apartment/Office
4	TOTAL LAND/BLDG. AREA MANDATORY: OPTIONAL:	Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office Sale of Business	17	PARKING/GARAGE MANDATORY: OPTIONAL:	Commercial/Retail; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office Farm; Land
5	OFFICE/APT. AREA MANDATORY: OPTIONAL:	Office; Store with Apartment/Office Commercial/Retail; Farm; Industrial; Investment; Land; Sale of Business	18	RAIL MANDATORY: OPTIONAL:	Industrial Commercial/Retail; Farm; Investment; Land; Office; Sale of Business; Store with Apartment/Office
6	INDUSTRIAL AREA MANDATORY: OPTIONAL:	Industrial Commercial/Retail; Farm; Investment; Land; Sale of Business; Store with Apartment/Office	19	SEWERS MANDATORY: OPTIONAL:	Land Commercial/Retail; Farm; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office
7	RETAIL AREA MANDATORY: OPTIONAL:	Commercial/Retail; Store with Apartment/Office Farm; Industrial; Investment; Land; Office; Sale of Business	20	FINANCIAL STATEMENT MANDATORY: OPTIONAL:	Sale of Business Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
8	BASEMENT MANDATORY: OPTIONAL:	Sale of Business; Store with Apartment/Office Commercial/Retail; Farm; Industrial; Investment; Land; Office	21	CHATELS MANDATORY: OPTIONAL:	Sale of Business Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
9	CLEAR HEIGHT MANDATORY: OPTIONAL:	Industrial Commercial/Retail; Farm; Investment; Land; Office; Sale of Business; Store with Apartment/Office	22	FRANCHISE MANDATORY: OPTIONAL:	Sale of Business Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
10	SPRINKLERS MANDATORY: OPTIONAL:	Commercial/Retail; Industrial; Office; Store with Apartment/Office Farm; Investment; Land; Sale of Business	23	DAYS OPEN MANDATORY: OPTIONAL:	Sale of Business Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
11	UTILITIES MANDATORY: OPTIONAL:	Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office Sale of Business	24	# EMPLOYEES MANDATORY: OPTIONAL:	Sale of Business Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
12	WATER MANDATORY: OPTIONAL:	For all	25	# SEATS MANDATORY: OPTIONAL:	Sale of Business Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
13	AIR CONDITIONING MANDATORY: OPTIONAL:	Commercial/Retail; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office Farm; Land	26	L.L.B.O. MANDATORY: OPTIONAL:	Sale of Business Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
14	HEAT MANDATORY: OPTIONAL:	Commercial/Retail; Farm; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office Land			

PRICE CODES

FOR SALE
GROSS LEASE
NET LEASE
OTHER

PER ACRE
PER SQ. FT.
PLUS STOCK
SQ. FT. GROSS

SQ. FT. NET
SQ. M. GROSS
SQ. M. NET

DETAILS/DESCRIPTIONS – ALL COMMERCIAL PROPERTY TYPES

2	USE MANDATORY: OPTIONAL:	Sale of Business Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office	15	SHIPPING DOORS MANDATORY: OPTIONAL:	Industrial Commercial/Retail; Farm; Investment; Land; Office; Sale of Business; Store with Apartment/Office
3	FREESTANDING MANDATORY: OPTIONAL:	Commercial/Retail; Industrial; Investment; Office; Store with Apartment/Office Farm; Land; Sale of Business	16	ELEVATORS MANDATORY: OPTIONAL:	Office Commercial/Retail; Farm; Industrial; Investment; Land; Sale of Business; Store with Apartment/Office
4	TOTAL LAND/BLDG. AREA MANDATORY: OPTIONAL:	Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office Sale of Business	17	PARKING/GARAGE MANDATORY: OPTIONAL:	Commercial/Retail; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office Farm; Land
5	OFFICE/APT. AREA MANDATORY: OPTIONAL:	Office; Store with Apartment/Office Commercial/Retail; Farm; Industrial; Investment; Land; Sale of Business	18	RAIL MANDATORY: OPTIONAL:	Industrial Commercial/Retail; Farm; Investment; Land; Office; Sale of Business; Store with Apartment/Office
6	INDUSTRIAL AREA MANDATORY: OPTIONAL:	Industrial Commercial/Retail; Farm; Investment; Land; Sale of Business; Store with Apartment/Office	19	SEWERS MANDATORY: OPTIONAL:	Land Commercial/Retail; Farm; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office
7	RETAIL AREA MANDATORY: OPTIONAL:	Commercial/Retail; Store with Apartment/Office Farm; Industrial; Investment; Land; Office; Sale of Business	20	FINANCIAL STATEMENT MANDATORY: OPTIONAL:	Sale of Business Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
8	BASEMENT MANDATORY: OPTIONAL:	Sale of Business; Store with Apartment/Office Commercial/Retail; Farm; Industrial; Investment; Land; Office	21	CHATELS MANDATORY: OPTIONAL:	Sale of Business Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
9	CLEAR HEIGHT MANDATORY: OPTIONAL:	Industrial Commercial/Retail; Farm; Investment; Land; Office; Sale of Business; Store with Apartment/Office	22	FRANCHISE MANDATORY: OPTIONAL:	Sale of Business Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
10	SPRINKLERS MANDATORY: OPTIONAL:	Commercial/Retail; Industrial; Office; Store with Apartment/Office Farm; Investment; Land; Sale of Business	23	DAYS OPEN MANDATORY: OPTIONAL:	Sale of Business Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
11	UTILITIES MANDATORY: OPTIONAL:	Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office Sale of Business	24	# EMPLOYEES MANDATORY: OPTIONAL:	Sale of Business Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
12	WATER MANDATORY: OPTIONAL:	For all	25	# SEATS MANDATORY: OPTIONAL:	Sale of Business Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
13	AIR CONDITIONING MANDATORY: OPTIONAL:	Commercial/Retail; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office Farm; Land	26	L.L.B.O. MANDATORY: OPTIONAL:	Sale of Business Commercial/Retail; Farm; Industrial; Investment; Land; Office; Store with Apartment/Office
14	HEAT MANDATORY: OPTIONAL:	Commercial/Retail; Farm; Industrial; Investment; Office; Sale of Business; Store with Apartment/Office Land			

SALE

COMMERCIAL

MLS® DATA INFORMATION FORM

Form 590

DS000007



Listing Data Electronic Permission Fields

GREEN PROPERTY INFORMATION STATEMENT <input type="checkbox"/> Yes <input type="checkbox"/> No	DISTRIBUTE TO DDF™/IDX <input type="checkbox"/> Yes <input type="checkbox"/> No	DISTRIBUTE TO INTERNET <input type="checkbox"/> Yes <input type="checkbox"/> No	DISPLAY ADDRESS ON INTERNET <input type="checkbox"/> Yes <input type="checkbox"/> No
OPEN HOUSE NOTES <div></div>	APPOINTMENTS <div></div>		PERMISSION TO CONTACT LB TO ADVERTISE <input type="checkbox"/> Yes <input type="checkbox"/> No

The following chart is designed to explain how these two fields work in combination if a Brokerage subscribed to these Internet sites:

VOW - Virtual Office Website

REALTOR.ca - REALTOR® Website

IDX - Internet Data Exchange

DDF™ - Data Distribution Facility

DLA - Data License Agreement

Combination Check		Your Listing
Distribute to Internet	Yes	Goes to: VOW, IDX, DLA, REALTOR.ca, DDF™
Distribute to DDF™/IDX	Yes	
Distribute to Internet	Yes	Goes to: VOW, DLA, REALTOR.ca
Distribute to DDF™/IDX	No	Will not go to: IDX, DDF™
Distribute to Internet	No	Will not go to: VOW, IDX, DLA, REALTOR.ca, DDF™
Distribute to DDF™/IDX	Yes or No	

PERMISSION TO CONTACT LB TO ADVERTISE ☐ Yes ☐ No

Important to note: With the exception of the circumstances in the chart above, if a Brokerage wishes to advertise another Brokerage's listing, it must have a separate written permission from the Listing Brokerage's Broker of Record. If Permission to Contact LB to Advertise field says YES, you may contact the Listing Brokerage's Broker of Record to obtain permission to advertise their listing. If Permission to Contact LB to Advertise field says NO, that means that they will not be allowing other Brokerages to advertise their listing at all. If a written permission is not granted, the Brokerage advertising may be in violation of MLS® Rule R-430.