



**First Report to Court of  
KSV Restructuring Inc.  
as Receiver of 1351637 Ontario Limited,  
Minthollow Estates Inc., Whitby Meadows Inc.,  
Brooklin Olde Towne Inc., Twinview  
Developments Inc. and certain property of  
Casewood Holdings Inc.**

January 15, 2026

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COURT FILE NO. CL-25-00753580-0000

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

B E T W E E N:

**CAMERON STEPHENS MORTGAGE CAPITAL LTD.**

**APPLICANT**

- AND -

**1351637 ONTARIO LIMITED, MINTHOLLOW ESTATES INC., WHITBY  
MEADOWS INC., BROOKLIN OLDE TOWNE INC., TWINVIEW DEVELOPMENTS INC.  
AND CASEWOOD HOLDINGS INC.**

**RESPONDENTS**

**IN THE MATTER OF AN APPLICATION UNDER SUBSECTION 243(1) OF THE  
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED, AND  
SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED**

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

**JANUARY 15, 2026**

## **1.0 Introduction**

1. On November 20, 2025, the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) issued an order (the “**November 20<sup>th</sup> Receivership Order**”) appointing KSV Restructuring Inc. (“**KSV**”) as the receiver (the “**Receiver**”), without security, of all of the assets, undertakings and properties (the “**Property**”) of 1351637 Ontario Limited (“**1351**”), Minthollow Estates Inc. (“**Minthollow**”) and Whitby Meadows Inc. (“**Whitby Meadows**”) and certain real property owned by Casewood Holdings Inc. (“**Casewood**”). A copy of the November 20<sup>th</sup> Receivership Order and the Endorsement of Justice Conway is provided in **Appendix “A”**.
2. Subsequently, on December 11, 2025, the Court issued an order (the “**December 11<sup>th</sup> Receivership Order**” and with the November 20<sup>th</sup> Receivership Order, the “**Receivership Orders**”) appointing KSV as the Receiver, without security, of all the Property of Brooklin Olde Towne Inc. (“**Brooklin**”) and Twinview Developments Inc. (“**Twinview**” and with 1351, Minthollow, Whitby Meadows, Casewood and Brooklin, the “**Debtors**”). A copy of the December 11<sup>th</sup> Receivership Order and the Endorsement of Justice Myers is provided in **Appendix “B”**.

3. The principal assets of the Debtors are the real properties, each consisting of raw development lands, listed in Schedule “B” and Schedule “C” of the November 20<sup>th</sup> Receivership Order and Schedule “A” of the December 11<sup>th</sup> Receivership Order (the “**Receivership Properties**”).
4. The Receivership Orders were made subsequent to 1351, Minthollow, Whitby Meadows and Casewood each filing on October 24, 2025 a Notice of Intention to Make a Proposal (“**NOI**”) pursuant to section 50.4(1) of the *Bankruptcy and Insolvency Act, R.S.C 1985, c. B-3, as amended* (the “**BIA**”) and Brooklin and Twinview filing NOIs on November 14, 2025 (the “**NOIs**”). KPMG Inc. (“**KPMG**”) was the Proposal Trustee under the NOIs and is the Licensed Insolvency Trustee of the Debtors’ bankrupt estates following their deemed assignments in bankruptcy on November 23, 2025 and December 14, 2025, respectively.
5. The application to appoint KSV as Receiver was made by Cameron Stephens Mortgage Capital Ltd. (“**Cameron Stephens**”), a secured creditor of the Debtors. Cameron Stephens has mortgages registered on each of the Receivership Properties and is owed approximately \$45.8 million, in the aggregate, with interest and costs continuing to accrue.
6. The principal purpose of this receivership proceeding is to provide the stability and supervision required to preserve the value of the Receivership Properties and to complete transactions for the Receivership Properties on an “as is, where is” basis.
7. This first report (the “**First Report**”) is filed by KSV in its capacity as Receiver.

## 1.1 Purposes of this First Report

1. The purposes of this First Report are to:
  - a) provide background information about this proceeding;
  - b) summarize the proposed sale process for the Receivership Properties (the “**Sale Process**”), including the engagement of CBRE Limited (“**CBRE**”) to act as listing agent;
  - c) summarize the Receiver’s activities since the date of its appointment;
  - d) recommend that this Court issue an Order:
    - i. approving the Sale Process, including the retention of CBRE to list the Receivership Properties;
    - ii. sealing Confidential Appendix “1” on the basis set out below; and
    - iii. approving this First Report and the Receiver’s activities detailed herein.

## 1.2 Restrictions

1. In preparing this First Report, the Receiver has relied upon: (i) discussions with KPMG; (ii) information provided by KPMG; (iii) discussions with representatives of the Debtors; and (iv) the receivership application materials (collectively, the “**Information**”).

2. The Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that complies with Canadian Auditing Standards (“**CAS**”) pursuant to the Chartered Professional Accountants of Canada Handbook. Accordingly, the Receiver expresses no opinion or other form of assurance as contemplated under the CAS in respect of the Information. Any party wishing to place reliance on the Information is required to perform its own diligence.

## 2.0 Background

1. The Receiver understands that the Debtors are each single purpose entities which own real property in Ontario that was intended for development, as more fully discussed below.
2. The Debtors are all affiliated with a group of companies that describes itself as “Mansouri Living Group”, which is controlled by Shahrokh Nourmansouri and members of his family (the “**Nourmansouri Family**”).
3. With the exception of Whitby Meadows, Mr. Nourmansouri is listed as the sole officer and director for each of the Debtors.
4. As of the date of the Receivership Order, the Debtors had no employees and minimal cash on hand.
5. The Receiver understands that there are no pre-construction agreements of purchase and sale relating to the Receivership Properties other than the Attersley Project (as defined below),.
6. A description of the Receivership Properties is provided below:

Debtor	Location	Acres	Description
1351 and Casewood	1351: 4440 Garden Street, Whitby (the “ <b>1351 Property</b> ”).  Casewood: Adjacent to the 1351 Property (the “ <b>Casewood Property</b> ”).	17.5	Raw land which 1351 intended to develop as a residential project known as “Attersley” consisting of 130 townhomes and 18 single family homes (the “ <b>Attersley Project</b> ”).
Minthollow	Garden Street and Promenade Drive, Whitby (the “ <b>Minthollow Property</b> ”).	4.2	Raw land which Minthollow intended to develop as a residential project consisting of a 6-storey condominium building.
Whitby Meadows	667, 679 and 695 Taunton Road East, Oshawa (the “ <b>Whitby Meadows Property</b> ”).	14.5	667 Taunton is raw land, while there are vacant houses on 679 and 695 Taunton that the Receiver understands were intended to be demolished. Whitby Meadows planned to develop a residential project on the site consisting of 160 townhome units.
Brooklin	Courtland Avenue and Anderson Street, Brooklin (the “ <b>Brooklin Property</b> ”).	8.3	Raw land which Brooklin intended to develop as a mixed-use project consisting of 141 townhomes and a 7-storey condominium building.
Twinview	4300 Anderson Street, Whitby (the “ <b>Twinview Property</b> ”).	2.7	Raw land which Twinview intended to develop as a residential project, including 44 townhomes.

7. Background information regarding the Debtors and the reasons that Cameron Stephens sought the appointment of the Receiver is provided in the affidavits of Daniel Leitch of Cameron Stephens, sworn on November 17, 2025 and November 19, 2025 (the “**Leitch Affidavits**”). Copies of the Leitch Affidavits and other Court materials filed to-date in these proceedings are available on the Receiver’s website at: <https://www.ksvadvisory.com/experience/case/mansouri-group>.

## 2.1 Attersley Project

1. As referenced above, the 1351 Property is adjacent to the Casewood Property and therefore a combined disposition is expected to maximize value. An aerial photograph of the Casewood Property and the 1351 Property is provided as **Appendix “C”**.
2. The Receiver understands that 14 of the 18 pre-construction single family homes have been sold pursuant to agreements of purchase and sale. The Attersley Purchasers paid approximately \$2 million of deposits in the aggregate to 1351, which the Receiver understands were not held in trust.
3. Pursuant to a letter dated January 5, 2026 (the “**Attersley Purchaser Letter**”), the Receiver advised the single-family home purchasers (the “**Attersley Purchasers**”) of the receivership proceeding and the status of their transactions, including their deposit. A copy of the Attersley Purchaser Letter is provided as **Appendix “D”**.

## 2.2 Other Assets

1. Aside from the Receivership Properties, the Receiver is not aware of any other Property of the Debtors aside from: (i) immaterial cash balances in the 1351, Whitby Meadows and Twinview bank accounts; and (ii) certain motor vehicles registered to Minthollow (the “**Motor Vehicles**”). A summary of the Motor Vehicles is provided as **Appendix “E”**.
2. The Receiver became aware of the Motor Vehicles shortly following its appointment. The Receiver was informed that the Motor Vehicles are in the possession of the Nourmansouri Family, and that members of the Nourmansouri Family claim to be the beneficial owners of the Motor Vehicles. The Receiver has engaged in discussions with the Debtors’ counsel and they have provided the Receiver with value estimates from an automobile dealer dated December 18, 2025.
3. As at the date of this First Report, discussions between the Receiver and counsel to the Debtors are ongoing regarding a potential settlement in respect of the Motor Vehicles.

## 2.3 Secured Creditors

1. The following summarizes the creditors with registrations against the Receivership Properties and the outstanding amounts owing (if known) as of the date of the Receivership Order. Interest and costs continue to accrue.

Debtor	Cameron Stephens	Other Known Secured Creditors
1351	The loan facility is secured by a charge registered on title to the 1351 Property. Cameron Stephens was granted additional security in the form of collateral over affiliated properties, including the Casewood Property and the Whitby Meadows Property, and a general security agreement relating to the 1351 Property. As of November 10, 2025, 1351 owed Cameron Stephens approximately \$13.7 million.	None
Casewood	As security for the loan facility to 1351, Casewood granted third-party security in favour of Cameron Stephens in the form of a charge registered on title to the Casewood Property.	None
Minthollow	The loan facility is secured by a charge registered on title to the Minthollow Property. Minthollow also granted Cameron Stephens additional security in the form of an assignment of profit and equity in and a general security agreement, assignment of cash collateral and assignments of letters of credit relating to the Minthollow Property project. As of November 10, 2025, Minthollow owed Cameron Stephens approximately \$1.3 million.	The Bank of Nova Scotia has financing statements registered against Minthollow on the Ontario Personal Property Registration System limited to certain Motor Vehicles.
Whitby Meadows	The loan facility is secured by charges registered on title to the Whitby Meadows Property. Cameron Stephens was also granted additional security in the form of general security agreements relating to the Whitby Meadows Property. Additionally, as security for the loan facility to 1351, Whitby Meadows granted third-party security in favour of Cameron Stephens in the form of a charge registered on title to the Whitby Meadows Property. As of November 10, 2025, Whitby Meadows owed Cameron Stephens approximately \$18 million.	Bank of Montreal and Duca Financial Services Credit Union Ltd. each have a financing statement registered against the Company on the Ontario Personal Property Registration System.
Brooklin and Twinview	The loan facility is secured by charges registered on title to the Brooklin Property and the Twinview Property. Brooklin and Twinview each granted Cameron Stephens additional security in the form of a general security agreement and an assignment of cash collateral relating to the Brooklin Property and Twinview Property. As of November 6, 2025, Brooklin and Twinview together owe Cameron Stephens approximately \$13 million.	None

## 3.0 Sale Process

### 3.1 Realtor Selection Process

1. Since its appointment, the Receiver has worked to realize the value of the Receivership Properties. On November 25, 2025, the Receiver invited three national real estate brokerages (the “**Realtors**”) to submit proposals to list the 1351 Property, Casewood Property, Minthollow Property and Whitby Meadows Property for sale (the “**RFP Process**”). The RFP Process set out the Receiver’s criteria for the selection of the successful realtor or realtors. The Receiver requested that proposals be submitted by 5 pm on December 4, 2025. A copy of the RFP Process materials is provided as **Appendix “F”**.
2. Each of the Realtors submitted a proposal (the “**Realtor Proposals**”). Attached as **Confidential Appendix “1”** is a schedule comparing the key terms of each proposal submitted in the RFP Process. The schedule includes the indicative range of values provided by the Realtors for the four properties, as well as each Realtor’s proposed commission structure.
3. During the week of December 8, 2025, the Receiver and Cameron Stephens met with the Realtors to review their proposals and understand their approach to market the Receivership Properties for sale.
4. In consultation with Cameron Stephens, the Receiver selected CBRE to market the properties. This decision was based on, among other things, CBRE’s knowledge of certain of the Receivership Properties (CBRE was retained in 2024 to list the Brooklin Property and had discussions with the Nourmansouri Family about the potential listing of the other Receivership Properties), its familiarity with and track record of selling development land in the Durham Region, its proposed marketing process, its competitive fee structure and the experience of its team.
5. Upon its appointment as Receiver of Brooklin and Twinview, the Receiver requested that CBRE present a proposal to market the Brooklin Property and Twinview Property. CBRE was selected as the listing agent for these two properties given their similarities with the other Receivership Properties, the synergies with using one realtor for all the Receivership Properties, CBRE’s experience in selling development land in the Durham Region and to minimize additional professional fees.
6. Redacted copies of the listing agreements (the “**Listing Agreements**”) negotiated between the Receiver and CBRE for each of the Receivership Properties are attached as **Appendix “G”**. The Listing Agreements provide that CBRE’s commission may be reduced to a flat fee, subject to certain outcomes of the Sale Process, including by reference to specified value ranges.<sup>1</sup> Those value ranges have been redacted as their disclosure would provide prospective purchasers with indications of value, which could negatively affect realizations and prejudice the Sale Process.

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<sup>1</sup> In the event of: (i) a credit bid by Cameron Stephens; (ii) a redemption by the Debtors; or (iii) the submission of a binding offer within the value range indicated in CBRE’s proposal submission that the Receiver elects not to accept, CBRE shall be entitled to a flat fee of \$100K (plus HST) for each applicable property other than the Minthollow Property and the Twinview Property, where the fee will be \$35K (plus HST).

### 3.2 Process Description

1. The recommended Sale Process is set out in the table below for each property. The timeline is based on the Receiver's significant experience selling real estate similar to the Receivership Properties in court-supervised proceedings and reflects guidance from CBRE. The timelines in this process assume a Sale Process commencement date of January 26, 2026 for the Receivership Properties.
2. To the extent that the Sale Process commences later than the date contemplated below, the bid deadline will be correspondingly adjusted.

Summary of Sale Process		
Milestone	Description of Activities	Timeline
<i>Phase 1 – Underwriting</i>		
Prepare marketing materials	<ul style="list-style-type: none"> <li>➤ CBRE and the Receiver to: <ul style="list-style-type: none"> <li>○ prepare an offering summary;</li> <li>○ populate a virtual data room; and</li> <li>○ prepare a confidentiality agreement ("CA").</li> </ul> </li> </ul>	
Prospect Identification	<ul style="list-style-type: none"> <li>➤ CBRE to develop a master prospect list.</li> <li>➤ CBRE will qualify and prioritize prospects.</li> <li>➤ CBRE will have pre-marketing discussions with targeted prospects.</li> <li>➤ CBRE to engage in discussions with municipality and planners, to the extent relevant.</li> <li>➤ CBRE to consult with the Receiver regarding the above and will be required to provide scheduled updates.</li> </ul>	In process
<i>Phase 2 – Marketing and Diligence</i>		
Stage 1	<ul style="list-style-type: none"> <li>➤ Mass market introduction, including: <ul style="list-style-type: none"> <li>○ offering summary and marketing materials printed, including detailed marketing brochure;</li> <li>○ publication of the acquisition opportunity in such journals, publications and online as CBRE and the Receiver believe appropriate to maximize interest in this opportunity;</li> <li>○ post "for sale" signage at the Receivership Properties, to the extent applicable;</li> <li>○ telephone and email canvass of prospects;</li> <li>○ posting of the acquisition opportunity on MLS on an unpriced basis; and</li> <li>○ meet with and interview prospective bidders.</li> </ul> </li> <li>➤ Receiver and its legal counsel to prepare a Vendor's form of Purchase and Sale Agreement (the "PSA").</li> <li>➤ CBRE to provide detailed information to qualified prospects which execute the CA, including access to the data room and other information that becomes available to the Receiver, including any reports associated with the Receivership Properties.</li> <li>➤ CBRE and Receiver to facilitate all diligence by interested parties.</li> </ul>	January 26, 2026 to Bid Deadline (see Stage 3)

Summary of Sale Process		
Milestone	Description of Activities	Timeline
Stage 2 – Bid Deadline	<ul style="list-style-type: none"> <li>➤ Bid Deadline of February 27, 2026 (tentative date, subject to achieving previous timelines and market feedback).</li> <li>➤ Prospective purchasers encouraged to submit offers in the form of the PSA, with any changes to the PSA blacklined, together with evidence of financial wherewithal or financing to complete the proposed transactions.</li> </ul>	To be determined based on market feedback, but estimated to be on or after February 27, 2026
<i>Phase 3 – Offer Review and Negotiations</i>		
Short-listing of Offers	<ul style="list-style-type: none"> <li>➤ Short listing bidders.</li> <li>➤ Further bidding - Interested bidders may be asked to improve their offers. The Receiver may invite certain parties to participate in as many rounds of bidding as is required to maximize the consideration and minimize closing risk. The Receiver may also seek to clarify terms of the offers submitted and to negotiate such terms.</li> <li>➤ The Receiver is under no obligation to continue negotiating with any bidder and may elect to cease negotiations with any bidder in its discretion.</li> <li>➤ The Receiver will be at liberty to consult with Cameron Stephens regarding the offers received if it has not submitted an offer before the Bid Deadline, subject to any confidentiality safeguards that the Receiver believes appropriate.</li> </ul>	5-10 days from Bid Deadline
Selection of Successful Bid	<ul style="list-style-type: none"> <li>➤ Select successful bidder and finalize definitive documents, subject to Court approval. The Receiver will select the successful bidder, having regards to, among other things: <ul style="list-style-type: none"> <li>○ total consideration (cash and assumed liabilities);</li> <li>○ form of consideration being offered, including the value of any carried interest;</li> <li>○ third-party approvals required, if any;</li> <li>○ conditions, if any, and timeline to satisfy or waive same; and</li> <li>○ such other factors affecting the speed and certainty of closing and the value of the offers as the Receiver considers relevant.</li> </ul> </li> </ul>	30 - 45 days from Bid Deadline (will be shortened, where possible)
Sale Approval Motion and Closing	<ul style="list-style-type: none"> <li>➤ Upon execution of definitive transaction documents, the Receiver will seek Court approval of the successful offer on notice to the service list and registered secured creditors.</li> </ul>	30-45 days from Bid Deadline
Closing	<ul style="list-style-type: none"> <li>➤ As soon as possible following Court approval.</li> </ul>	ASAP following Court approval

3. Additional terms of the Sale Process include the following:

- a) the Receivership Properties will be marketed and sold on an “as-is, where-is” basis without surviving representations or warranties of any kind, nature, or description by the Debtors, the Receiver or any of their respective advisors or agents, except to the extent set forth in a definitive PSA executed with the successful bidder and approved by the Court;
- b) all of the right, title and interest of the Debtors in the Receivership Properties will be sold free and clear of all pledges, liens, security interests, encumbrances and claims, pursuant to an approval and vesting order of the Court to be sought by the Receiver;
- c) participating bidders must rely solely on their own independent review, investigation and/or inspection of all information in respect of the Receivership Properties in connection with their participation in the Sale Process and any transaction they enter into in respect thereof;
- d) the Receiver will have the right to reject any and all offers, including the highest and best offers, or to terminate the Sale Process at any time and for any reason, in its sole and absolute discretion;
- e) the Receiver will have the right, subject to a further Order of this Court, to disclaim all purchase agreements associated with the Receivership Properties in connection with any proposed transaction (as discussed above, this is limited to the Attersley Project to the knowledge of the Receiver);
- f) if, in the Receiver’s sole discretion, it will assist to maximize recoveries, the Receiver will have the right to: (i) waive strict compliance with the terms of the Sale Process, including any of the deadlines in the table above; and (ii) modify and adopt such other procedures that will better promote the sale of the Receivership Properties or increase the aggregate recoveries from the sale for stakeholders;
- g) Cameron Stephens shall have the right to credit bid its secured debt against the assets secured thereby, including principal, interest and any other secured obligations owing to Cameron Stephens by the Debtors; provided that it shall be required to pay in full in cash on the closing of any transaction any obligations (if any) in priority to its secured debt (unless the holder of such priority obligation agrees, in its sole and absolute discretion, to accept a lower payment than the total amount of obligations owed to it or some other treatment) and the reasonable fees and expenses of the Receiver necessary to conclude the receivership proceedings applicable to the corresponding debtor; and
- h) any transaction by the Receiver for the Receivership Properties shall be subject to Court approval.

### 3.3 Sale Process Recommendation

1. The Receiver recommends that the Court issue an order approving the Sale Process for the following reasons:
  - a) the Sale Process is a fair, open and transparent process developed with input from CBRE and is intended to canvass the market broadly on an efficient basis to obtain the highest and best price;
  - b) the Sale Process is flexible and provides the Receiver with the timelines, procedures and flexibility that it believes are necessary to maximize value;
  - c) the Sale Process includes procedures commonly used to sell real estate development projects, including those utilized by KSV in other Court-supervised real property receiverships;
  - d) the Receiver intends to retain CBRE, a leading and well recognized brokerage, with the experience and expertise to market the Receivership Properties for sale, including knowledge of the Durham Region. CBRE also presented a competitive fee structure for this mandate;
  - e) there will be no delay in commencing the Sale Process as the marketing materials are being prepared and the prospect list and diligence information is being assembled; and
  - f) Cameron Stephens supports the Sale Process, including CBRE's engagement.

### 3.4 Sealing Order

1. The Receiver is proposing to seal the summary of realtor proposals attached at **Confidential Appendix “1”** until closing of the transactions for the Receivership Properties. If not sealed, prospective purchasers of the Receivership Properties would have access to the indications of value provided by the Realtors in the RFP Process, which may negatively affect realizations. The Receiver believes that no party will be prejudiced if **Confidential Appendix “1”** is sealed.
2. The salutary effects of sealing such information from the public record until further Order of the Court greatly outweigh the deleterious effects of not doing so under the circumstances.
3. The Receiver is of the view that the sealing of **Confidential Appendix “1”** is consistent with the decision in *Sherman Estate v. Donovan*, 2021 SCC 25. Accordingly, the Receiver believes the proposed sealing of **Confidential Appendix “1”** is appropriate in the circumstances.

## 4.0 Receiver's Activities

1. In addition to the activities described above, the Receiver's activities since the date of its appointment have included, among other things, the following:
  - a) corresponding with KPMG and representatives of the Debtors regarding the Receiver's information requests;

- b) corresponding with a representative of the Debtors regarding the maintenance required at certain of the Receivership Properties;
- c) corresponding with Goodmans LLP, the Receiver's legal counsel, regarding this mandate;
- d) reviewing information provided by the Debtors regarding certain vehicles registered in the name of Minthollow;
- e) preparing Notices and Statements of the Receiver for the Debtors pursuant to Subsections 245(1) and 246(1) of the BIA and providing same to KPMG;
- f) reviewing insurance policy documents to confirm coverages for the Receivership Properties;
- g) engaging Richmond Advisory Services Inc., a third-party contractor, to visit the Whitby Meadows Property to assess the condition of the vacant homes;
- h) preparing a letter to notify the Home Construction Regulatory Authority of these receivership proceedings;
- i) corresponding with The Bank of Nova Scotia and Bank of Montreal regarding the Debtors' bank accounts;
- j) setting up a virtual data room;
- k) corresponding with Cameron Stephens; and
- l) preparing this First Report.

## 5.0 Conclusion

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

\* \* \*

All of which is respectfully submitted,

*KSV Restructuring Inc.*

**KSV RESTRUCTURING INC.,  
SOLELY IN ITS CAPACITY AS RECEIVER OF  
1351637 ONTARIO LIMITED, MINTHOLLOW ESTATES INC., WHITBY  
MEADOWS INC., BROOKLIN OLDE TOWNE INC. AND TWINVIEW DEVELOPMENTS INC.  
AND CERTAIN PROPERTY OF CASEWOOD HOLDINGS INC.  
AND NOT IN ITS PERSONAL OR IN ANY OTHER CAPACITY**

A

**APPENDIX “A”**  
**RECEIVERSHIP ORDER AND ENDORSEMENT DATED NOVEMBER 20, 2025**

Court File No. CL-25-00753580-0000

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE MADAM ) THURSDAY, THE 20TH  
                                  )  
JUSTICE CONWAY            ) DAY OF NOVEMBER, 2025  
                                  )

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

and

1351637 ONTARIO LIMITED, MINTHOLLOW ESTATES INC., WHITBY  
MEADOWS INC., CASEWOOD HOLDINGS INC., BROOKLIN OLDE  
TOWNE INC. and TWINVIEW DEVELOPMENTS INC.

Respondents

APPLICATION UNDER Section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended

**ORDER  
(Appointing Receiver)**

THIS APPLICATION, made by the Applicant, Cameron Stephens Mortgage Capital Ltd (“**Cameron Stephens**”), for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c C-43, as amended (the “**CJA**”), appointing KSV Restructuring Inc. as receiver (in such capacity, the “**Receiver**”), without security:

- (a) of all of the assets, undertakings and properties of 1351637 Ontario Limited, Minthollow Estates Inc., and Whitby Meadows Inc. (the “**Principal Debtors**”), including, without limitation, the real property legally described in Schedule “B” hereto; and
- (b) of certain real property only of Casewood Holdings Inc. (“**Casewood**”), being the lands legally described in Schedule “C” hereto (the “**Casewood Property**”),

(the parties listed in Schedule “A” hereto being collectively referred to as the “**Debtors**”, and the property described in subparagraphs (a) and (b) being collectively referred to as the “**Property**”), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Daniel Leitch, affirmed November 17, 2025, the supplemental affidavit of Daniel Leitch affirmed November 19, 2025, the affidavit of Angelie Vivekanand made November 19, 2025, and the Exhibits thereto, and the written submissions of the Applicant, and on hearing the submissions of counsel for the Applicant, counsel for the Debtors, and those other interested parties present, and on reading the consent of KSV Restructuring Inc. to act as the Receiver.

## **SERVICE**

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

## **APPOINTMENT**

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, KSV Restructuring Inc. is hereby appointed Receiver, without security over all the Property.

## **LIFTING OF STAY**

3. THIS COURT ORDERS that, to the extent that any of the Debtors are subject to a stay of proceedings arising under section 69 of the BIA, such stay is hereby lifted, terminated, or declared inoperative as against the Applicant for the purpose of bringing and proceeding with this receivership application and for the appointment of the Receiver pursuant to this Order.

## **RECEIVER'S POWERS**

4. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property, including without limitation the Principal Debtors' bank accounts wherever located
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security

personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage, operate, and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform, terminate or disclaim any contracts of the Debtors or in respect of the Property;
- (d) make payments owing by the Debtors to suppliers in respect of amounts owing prior to or after the date of this Order who the Receiver considers to be critical to the business of the Debtors or the Property;
- (e) to engage consultants, appraisers, agents, real estate brokers, experts, auditors, accountants, managers, counsel and such other Persons (as defined below) from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors, and to exercise all remedies of the Debtors in collecting such monies and accounts, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;

- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business;
  - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$100,000; and
  - (ii) with the approval of this Court, in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required;

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting the Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any Property owned or leased by the Debtors;

- (q) to exercise any shareholder, partnership, joint venture, contractual, statutory or other rights which the Debtors may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations, including opening any mail or other correspondence addressed to any of the Debtors.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person, provided, however, that in the case of Casewood, any such powers conferred by this paragraph are limited to the Receiver taking such actions or steps in relation to the Casewood Property.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

5. THIS COURT ORDERS that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel, consultants, advisors and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the Receiver of the existence of any Property in such Person’s possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver’s request.

6. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records,

insurance policies, permits, licences and any other papers, records and information and cloud based data of any kind related to the business or affairs of the Principal Debtors (and, in the case of Casewood, related to the Casewood Property), and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person’s possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof (in each within the timeframe specified by the Receiver in writing or such other timeframe as may be agreed to between the Receiver and the Person) and grant to the Receiver unfettered access to and use of accounting, computer, software, cloud and physical facilities relating thereto, provided however that nothing in this paragraph 7 or in paragraph 8 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

7. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer, in the cloud or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including

providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers or other account credentials that may be required to gain access to the information.

### **NO PROCEEDINGS AGAINST THE RECEIVER**

8. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

### **NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY**

9. THIS COURT ORDERS that no Proceeding against or in respect of the Principal Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Principal Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

### **NO EXERCISE OF RIGHTS OR REMEDIES**

10. THIS COURT ORDERS that all rights and remedies against the Receiver, or affecting the Principal Debtors or the Property, including, without limitation, licences and permits of or in respect of the Principal Debtors or the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any “eligible financial contract” as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to

carry on any business which the Debtors is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien. Further, this stay and suspension does not apply to any exercise by DUCA Financial Services Credit Union Ltd. (“DUCA”) of any right to satisfy Reimbursement Obligations from the cash collateral held by DUCA under the cash-collateralized Letter of Credit Facility extended by DUCA in favour of Whitby Meadows Inc. in or about August 2023.

### **NO INTERFERENCE WITH THE RECEIVER**

11. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Principal Debtors or in relation to the Property, without written consent of the Receiver or leave of this Court.

### **CONTINUATION OF SERVICES**

12. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Principal Debtors or in respect of the Property are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver and that the Receiver shall be entitled to the continued

use of the Principal Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Principal Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

### **RECEIVER TO HOLD FUNDS**

13. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

### **EMPLOYEES**

14. THIS COURT ORDERS that all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on any of the Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities in relation to any of the Debtors, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically

agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

## **PIPEDA**

15. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a “Sale”). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

## **LIMITATION ON ENVIRONMENTAL LIABILITIES**

16. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation,

enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver’s duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

#### **LIMITATION ON THE RECEIVER’S LIABILITY**

17. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, as determined pursuant to a final order of this Court that is not subject to appeal or other review and all rights to seek any such appeal or other review shall have expired, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

#### **RECEIVER’S ACCOUNTS**

18. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, whether incurred prior to, on or subsequent to the date of this

Order, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the “**Receiver’s Charge**”) on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver’s Charge shall form a first charge on the Property in priority to all security interests, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

19. THIS COURT ORDERS that the Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

20. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

## **FUNDING OF THE RECEIVERSHIP**

21. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or

rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts or deemed trusts (whether contractual, statutory or otherwise), liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. THIS COURT ORDERS that neither the Receiver’s Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

23. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule “D” hereto (the “**Receiver’s Certificates**”) for any amount borrowed by it pursuant to this Order.

24. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver’s Certificates evidencing the same or any part thereof shall rank on a pari passu basis, unless otherwise agreed to by the holders of any prior issued Receiver’s Certificates.

## **SERVICE AND NOTICE**

25. THIS COURT ORDERS that The Guide Concerning Commercial List E-Service (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which shall be maintained by the Receiver on the Case Website, referred to below) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol at the following URL: <https://www.ksvadvisory.com/experience/case/Mansouri-Group>.

26. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtors’ creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

## **GENERAL**

27. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

28. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

29. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

30. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

31. THIS COURT ORDERS that the Applicant shall have its costs of this Application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.

32. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

33. THIS COURT ORDERS that this Order is effective from 12:01 a.m. (EST) on today's date and it is not required to be entered.

Date of issuance

*(to be completed by registrar)*



*(Signature of judge, officer or registrar)*

RCP-E 59A (January 2, 2024)

**SCHEDULE "A"**  
**LIST OF DEBTORS**

1. 1351637 Ontario Limited
2. Minthollow Estates Inc.
3. Whitby Meadows Inc.
4. Casewood Holdings Inc.

**SCHEDULE "B"**  
**LIST OF SUPPORTING MORTGAGEES, PROPERTY AND DEBTORS**

<b>Lender</b>	<b>Charge No.</b>	<b>Debtor</b>	<b>Legal Description of Real Property</b>
Cameron Stephens	DR2101032	1351637 Ontario Limited	<b>PIN:</b> 26569-1825 (LT) <b>Description:</b> PT LT 25 Con 4 Township of Whitby Designated as Part 1 On 40R31854; Whitby; Town of Whitby
Cameron Stephens	DR1946542	Minthollow Estates Inc.	<b>PIN:</b> 26569-1884 (LT) <b>Description:</b> Part Block 119 Plan 40M-2448 designated as parts 51 and 52 40R31965; together with an undivided common interest in DCECC No. 381; Subject to Easements as in DR1899726, DR2072080, DR2189672, DR2199431; Subject to an Easement Over Part 52 40R31965 as in DR703658; Temporary Highway Easement as in DR703655; Together With an Easement Over Part 53 40R31965 And Subject to Entry Easement as in DR2203828; Subject to DR2220460; Town of Whitby
Cameron Stephens	DR2265114 DR2304434 DR2263071	Whitby Meadows Inc.	<b>PIN:</b> 16428-0783 LT <b>Description:</b> Block 16, Plan 40M2742; City of Oshawa  <b>PIN:</b> 16428-0789 LT <b>Description:</b> Block 22, Plan 40M2742; City of Oshawa  <b>PIN:</b> 16428-0542 LT <b>Description:</b> Block 107, Plan 40M2157; S/T Ease as in DR189441; Subject to an Easement in Gross as in DR2168943; City of Oshawa  <b>PIN:</b> 16428-0251 LT <b>Description:</b> LT 4 PL 561 East Whitby Except Exprop Pl 760 & Except Pt 1 40R19663; Oshawa  <b>PIN:</b> 16428-0184 LT <b>Description:</b> LT 3 PL 561 East Whitby Except Exprop Pl 760; Oshawa  <b>PIN:</b> 16428-0784 LT <b>Description:</b> Block 17, Plan 40M2742; City of Oshawa  <b>PIN:</b> 16428-0785 LT <b>Description:</b> Block 18, Plan 40M2742; S/T an Easement as in DR189441; City of Oshawa

**SCHEDULE “C”  
DESCRIPTION OF CASEWOOD PROPERTY**

<b>Property Owner</b>	<b>Charge No.</b>	<b>Legal Description of Real Property</b>
Casewood Holdings Inc.	DR2100785	<b>PIN: 26569-0810 (LT)</b> <b>Description:</b> Block 151, plan 40M2295, Whitby, Regional Municipality of Durham S/T Easement in gross in favour of the Corporation of the Town of Whitby Over PT 1 PL 40R24043 as in DR475099

**SCHEDULE “D”  
RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that KSV Restructuring Inc., the receiver (the “**Receiver**”) of (i) the assets, undertakings and properties of 1351637 Ontario Limited, Minthollow Estates Inc., Whitby Meadows Inc. (collectively, the “**Principal Debtors**”), including, without limitation, the real property legally described in Schedule “B” to the Order, and (ii) the Casewood Property (as defined in the Order and described in Schedule “C”), being the real property only of Casewood Holdings Inc. (“**Casewood**”) (the parties listed in Schedule “A” to the Order being collectively referred to as the “**Debtors**”, and all such property being collectively referred to as the “**Property**”), appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated the 20th day of November 2025 (the “**Order**”) made in an application having Court file number CL-25-00753580-0000, has received as such Receiver from the holder of this certificate (the “**Lender**”) the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly not in advance on the \_\_\_\_\_ day of each month] after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of Bank of \_\_\_\_\_ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the

Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

KSV Restructuring Inc., solely in its capacity as Receiver of the Principal Debtors and over the Casewood Property, and not in its personal capacity

Per:  
Name:  
Title:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.  
Applicant

-and- 1351637 ONTARIO LIMITED et al.  
Respondents

Court File No. CL-25-00753580-0000

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

**ORDER  
(Appointing Receiver)**

**LENCZNER SLAGHT LLP**  
Barristers  
130 Adelaide Street West, Suite 2600  
Toronto, ON M5H 3P5

Matthew B. Lerner (55085W)

Tel: (416) 865-2940

Email: [mlerner@litigate.com](mailto:mlerner@litigate.com)

Brian Kolenda (60153N)

Tel: (416) 865-2897

Email: [bkolenda@litigate.com](mailto:bkolenda@litigate.com)

Ravneet Minhas (90491L)

Tel: (416) 865-2975

Email: [rminhas@litigate.com](mailto:rminhas@litigate.com)

Lawyers for the Applicant

RCP-E 4C (September 1, 2020)

B

**APPENDIX "B"**  
**RECEIVERSHIP ORDER AND ENDORSEMENT DATED DECEMBER 11, 2025**



Court File No. CL-25-00753580-0000

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

THE HONOURABLE	)	THURSDAY, THE 11TH
	)	
JUSTICE FL MYERS	)	DAY OF DECEMBER, 2025

B E T W E E N:

*(Court Seal)*

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

and

1351637 ONTARIO LIMITED, MINTHOLLOW ESTATES INC., WHITBY  
 MEADOWS INC., CASEWOOD HOLDINGS INC., BROOKLIN OLDE  
 TOWNE INC. and TWINVIEW DEVELOPMENTS INC.

Respondents

APPLICATION UNDER Section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c.C.43, as amended

**ORDER**  
**(Appointing Receiver re: Brooklin and Twinview)**

THIS APPLICATION, made by the Applicant, Cameron Stephens Mortgage Capital Ltd (“**Cameron Stephens**”), for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c C-43, as amended (the “**CJA**”), appointing KSV Restructuring Inc. as receiver (in

-2-

such capacity, the “**Receiver**”), without security of all of the assets, undertakings and properties (the “**Property**”) of Brooklin Olde Towne Inc. (“**Brooklin**”) and Twinview Developments Inc. (“**Twinview**”) (collectively, the “**Debtors**”), including, without limitation, the real property legally described in Schedule “A” hereto, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Daniel Leitch, affirmed December 5, 2025, and the Exhibits thereto, and the written submissions of the Applicant, and on hearing the submissions of counsel for the Applicant, and on hearing the submissions of counsel for the Debtors, and those other interested parties present, and on reading the consent of KSV Restructuring Inc. to act as the Receiver.

## **SERVICE**

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

## **APPOINTMENT**

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, KSV Restructuring Inc. is hereby appointed Receiver, without security over all the Property.

## **LIFTING OF STAY**

3. THIS COURT ORDERS that, to the extent that any of the Debtors are subject to a stay of proceedings arising under section 69 of the BIA, such stay is hereby lifted, terminated, or declared

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inoperative as against the Applicant for the purpose of bringing and proceeding with this receivership application and for the appointment of the Receiver pursuant to this Order.

## **RECEIVER'S POWERS**

4. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property, including without limitation the Debtors' bank accounts wherever located
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform, terminate or disclaim any contracts of the Debtors or in respect of the Property;

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*FLM* (d) ~~make payments owing by the Debtors to suppliers in respect of amounts owing prior to or after the date of this Order who the Receiver considers to be critical to the business of the Debtors or the Property;~~ *FLM*

(e) to engage consultants, appraisers, agents, real estate brokers, experts, auditors, accountants, managers, counsel and such other Persons (as defined below) from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

(f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors, and to exercise all remedies of the Debtors in collecting such monies and accounts, including, without limitation, to enforce any security held by the Debtors;

(g) to settle, extend or compromise any indebtedness owing to the Debtors;

(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;

(i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed

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shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business;
  - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$100,000; and
  - (ii) with the approval of this Court, in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required;

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting the Property;

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- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any Property owned or leased by the Debtors;
- (q) to exercise any shareholder, partnership, joint venture, contractual, statutory or other rights which the Debtors may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations, including opening any mail or other correspondence addressed to any of the Debtors.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

5. THIS COURT ORDERS that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel, consultants, advisors and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

6. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, insurance policies, permits, licences and any other papers, records and information and cloud based data of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof (in each within the timeframe specified by the Receiver in writing or such other timeframe as may be agreed to between the Receiver and the Person) and grant to the Receiver unfettered access to and use of accounting, computer, software, cloud and physical facilities relating thereto, provided however

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that nothing in this paragraph 7 or in paragraph 8 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

7. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer, in the cloud or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers or other account credentials that may be required to gain access to the information.

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

8. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

**NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY**

9. THIS COURT ORDERS that no Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

**NO EXERCISE OF RIGHTS OR REMEDIES**

10. THIS COURT ORDERS that all rights and remedies against the Receiver, or affecting the Debtors or the Property, including, without limitation, licences and permits of or in respect of the Debtors or the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any “eligible financial contract” as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

**NO INTERFERENCE WITH THE RECEIVER**

11. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors or in relation to the Property, without written consent of the Receiver or leave of this Court.

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## CONTINUATION OF SERVICES

12. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors or in respect of the Property are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver and that the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

## RECEIVER TO HOLD FUNDS

13. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for

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herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

## **EMPLOYEES**

14. THIS COURT ORDERS that all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on any of the Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities in relation to any of the Debtors, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

## **PIPEDA**

15. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects

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identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

16. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver’s duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

### **LIMITATION ON THE RECEIVER’S LIABILITY**

17. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, as determined pursuant to a final order of this Court

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that is not subject to appeal or other review and all rights to seek any such appeal or other review shall have expired, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

## RECEIVER'S ACCOUNTS

18. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, whether incurred prior to, on or subsequent to the date of this Order, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the “**Receiver’s Charge**”) on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver’s Charge shall form a first charge on the Property in priority to all security interests, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

19. THIS COURT ORDERS that the Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

20. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its

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fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

## FUNDING OF THE RECEIVERSHIP

21. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts or deemed trusts (whether contractual, statutory or otherwise), liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

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23. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule “B” hereto (the “**Receiver’s Certificates**”) for any amount borrowed by it pursuant to this Order.

24. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver’s Certificates evidencing the same or any part thereof shall rank on a pari passu basis, unless otherwise agreed to by the holders of any prior issued Receiver’s Certificates.

## **SERVICE AND NOTICE**

25. THIS COURT ORDERS that The Guide Concerning Commercial List E-Service (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which shall be maintained by the Receiver on the Case Website, referred to below) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol at the following URL: <https://www.ksvadvisory.com/experience/case/Mansouri-Group>.

26. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the

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Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

## **GENERAL**

27. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

28. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

29. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

30. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within

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proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

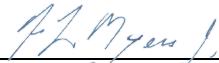
31. THIS COURT ORDERS that the Applicant shall have its costs of this Application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.

32. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

33. THIS COURT ORDERS that this Order is effective from 12:01 a.m. (EST) on today's date despite whatever date it is formally issued and entered by the court..

Date of issuance

*(to be completed by registrar)*



*(Signature of judge, officer or registrar)*

Justice FL Myers Digitally signed by Justice FL Myers  
RCPE 59A (January 2, 2024)

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**SCHEDULE "A"**  
**LIST OF SUPPORTING MORTGAGEES, PROPERTY AND DEBTORS**

<b>Lender</b>	<b>Charge No.</b>	<b>Debtor</b>	<b>Legal Description of Real Property</b>
Cameron Stephens	DR2370413	Brooklin Olde Towne Inc.	<b>PIN:</b> 16264 - 0963 (LT) <b>Description:</b> Block 53, Plan 40M2207 Save And Except Part 1 Plan DR974640; Town Of Whitby
Cameron Stephens	DR2370414	Twinview Developments Inc.	<b>PIN:</b> 26569 - 1449 (LT) <b>Description:</b> Pt Lt 23 Con 4 Twp Whitby, Pts 1, 2 & 3, 40R24222 Save And Except Plan 40M2448; Town Of Whitby

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**SCHEDULE “B”**

**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that KSV Restructuring Inc., the receiver (the “**Receiver**”) of (i) the assets, undertakings and properties of Brooklin Olde Towne Inc. and Twinview Developments Inc. (collectively, the “**Debtors**”), including, without limitation, the real property legally described in Schedule “A” to the Order, (and all such property being collectively referred to as the “**Property**”), appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated the 11th day of December 2025 (the “**Order**”) made in an application having Court file number CL-25-00753580-0000, has received as such Receiver from the holder of this certificate (the “**Lender**”) the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly not in advance on the \_\_\_\_\_ day of each month] after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of Bank of \_\_\_\_\_ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the

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Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

KSV Restructuring Inc., solely in its capacity as Receiver of the Debtors, and not in its personal capacity

Per:  
Name:  
Title:



CAMERON STEPHENS MORTGAGE CAPITAL LTD.  
Applicant

-and- 1351637 ONTARIO LIMITED et al.  
Respondents

Court File No. CL-25-00753580-0000

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

PROCEEDING COMMENCED AT TORONTO

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**ORDER**  
**(Appointing Receiver re: Brooklin and Twinview)**

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**LENCZNER SLAGHT LLP**  
Barristers  
130 Adelaide Street West, Suite 2600  
Toronto, ON M5H 3P5

Matthew B. Lerner (55085W)

Tel: (416) 865-2940

Email: [mlerner@litigate.com](mailto:mlerner@litigate.com)

Brian Kolenda (60153N)

Tel: (416) 865-2897

Email: [bkolenda@litigate.com](mailto:bkolenda@litigate.com)

Ravneet Minhas (90491L)

Tel: (416) 865-2975

Email: [rminhas@litigate.com](mailto:rminhas@litigate.com)

Lawyers for the Applicant

RCP-E 4C (September 1, 2020)

C

**APPENDIX "C"**  
**1351 PROPERTY AND CASEWOOD PROPERTY AERIAL PHOTOGRAPH**



**GARDEN ST**



**ROBERT ATTERSLEY DR E**

Includes both the 1351 Property and the Casewood Property.

D

**APPENDIX “D”**  
**ATTERSLEY PURCHASER LETTER**



Ben Luder  
ksv advisory inc.  
220 Bay Street, Suite 1300  
Toronto, Ontario, M5J 2W4  
T +1 416 932 6262  
F +1 416 932 6266  
  
ksvadvisory.com  
bluder@ksvadvisory.com

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January 5, 2026

**To: Home buyers (“Home Buyers”) of the Attersley Project (the “Project”)**  
**Re: Update to Home Buyers**

Pursuant to an order of the Ontario Superior Court of Justice (Commercial List) dated November 20, 2025 (the “**Receivership Order**”), KSV Restructuring Inc. (“**KSV**”) was appointed receiver and manager (the “**Receiver**”), of all of the assets, undertakings and properties of 1351637 Ontario Limited (the “**Company**”) acquired for, or used in relation to a business carried on by the Company. The Company is developing the Project.

A copy of the Receivership Order and other materials filed in the receivership proceeding can be found on the Receiver’s case website at <https://www.ksvadvisory.com/experience/case/mansouri-group>.

### **Project Status**

The purpose of this notice is to provide Home Buyers with a status update concerning the Project located at 4440 Garden Street, Whitby, Ontario.

Construction of the Project has not yet commenced. The Receiver is currently reviewing information related to the Project, including its draft plan approval and zoning. At present, no action has been taken by the Receiver with respect to the project completion or any purchase agreements between the Company and Home Buyers. The Receiver is likely to seek Court approval to commence a sale process for the Project in the near term.

### **Purchase Agreements with Home Buyers**

The Receiver is in the process of collecting and reviewing information with respect to purchase agreements with Home Buyers. At this time, no action has been taken by the Receiver with respect to any purchase agreements between the Company and Home Buyers. The Receiver will provide a further update regarding its review and the status of purchase agreements with Home Buyers in due course.

\* \* \*

The Receiver will provide further updates as soon as possible.

Should you have any questions with respect to the above, please contact the undersigned at (416) 953-9421 or [bluder@ksvadvisory.com](mailto:bluder@ksvadvisory.com).

Yours truly,

*KSV Restructuring Inc.*  
**KSV RESTRUCTURING INC.**  
**SOLELY IN ITS CAPACITY AS COURT-APPOINTED RECEIVER OF**  
**1351637 ONTARIO LIMITED**  
**AND NOT IN ITS PERSONAL CAPACITY**

F

**APPENDIX "E"**  
**SUMMARY OF MOTOR VEHICLES**

**Odometer as of  
Sep-25**

Year	Make	Model	
2018	Dodge	Ram Promaster	40,000
2020	Dodge	Ram 1500	211,653
2021	Dodge	Ram 1500 Classic	62,527
2017	GMC	Terrain	158,649
2014	Mercedes-Benz	GLK250B	150,000
2016	Mercedes-Benz	GLE350	150,000
2021	Mercedes-Benz	GLE53	63,010
2016	Mercedes-Benz	GLE450	150,000
2014	Porsche	911 Carrera	30,000

F

**APPENDIX “F”  
REALTOR RFP PROCESS MATERIALS**



**Ben Luder**  
**ksv restructuring inc.**  
220 Bay Street, Suite 1300  
Toronto, Ontario, M5J 2W4  
T +1 416 953 9421  
F +1 416 932 6266  
bluder@ksvadvisory.com

ksvadvisory.com

November 25, 2025

**DELIVERED BY E-MAIL**

[REDACTED]

[REDACTED]

Dear [REDACTED] :

**Re: 1351637 Ontario Limited, Minthollow Estates Inc., Whitby Meadows Inc. and Casewood Holdings Inc. (collectively, the “Companies”)**

Pursuant to an order made by the Ontario Superior Court of Justice (Commercial List) dated November 20, 2025 (the “**Receivership Order**”), KSV Restructuring Inc. was appointed as receiver (the “**Receiver**”) of all the property, assets and undertakings of 1351637 Ontario Limited, Minthollow Estates Inc., Whitby Meadows Inc., and certain real estate owned by Casewood Holdings Inc. described in Schedule “C” of the Receivership Order. The Companies’ real property subject to the Receivership Order is described in **Appendix “A”** (the “**Real Properties**”).

A copy of the Receivership Order and other materials filed in the receivership proceeding is available on the Receiver’s case website at <https://www.ksvadvisory.com/experience/case/mansouri-group> (the “**Website**”).

The Real Properties are raw development lands that the Companies intended to develop into three residential projects. Information concerning the Real Properties and this proceeding can be found on the Website and in the data room prepared by the Receiver.

The Receiver is inviting you to submit a proposal to market the Real Properties. **Proposals must be submitted to the Receiver by 5:00 p.m. (Toronto time) on December 4, 2025.** Details of the process and the content to be included in your proposal are attached as **Appendix “B”**. A confidentiality agreement is attached as **Appendix “C”**.

Should you have any questions with respect to the above, please contact the undersigned at (416) 953-9421 or bluder@ksvadvisory.com.

Yours very truly,

**KSV RESTRUCTURING INC.**  
**SOLELY IN ITS CAPACITY AS COURT-APPOINTED RECEIVER OF**  
**1351637 ONTARIO LIMITED, MINTHOLLOW ESTATES INC., WHITBY MEADOWS INC. AND**  
**CERTAIN PROPERTY OF CASEWOOD HOLDINGS INC.**  
**AND NOT IN ITS PERSONAL CAPACITY**

*Bluder*

Per: Ben Luder

Appendix "A"

Entity	Legal Description
1351637 Ontario Limited	<p><b>PIN:</b> 26569-1825 (LT)</p> <p><b>Description:</b> PT LT 25 Con 4 Township of Whitby Designated as Part 1 On 40R31854; Whitby; Town of Whitby</p>
Minthollow Estates Inc.	<p><b>PIN:</b> 26569-1884 (LT)</p> <p><b>Description:</b> Part Block 119 Plan 40M-2448 designated as parts 51 and 52 40R31965; together with an undivided common interest in DCECC No. 381; Subject to Easements as in DR1899726, DR2072080, DR2189672, DR2199431; Subject to an Easement Over Part 52 40R31965 as in DR703658; Temporary Highway Easement as in DR703655; Together With an Easement Over Part 53 40R31965 And Subject to Entry Easement as in DR2203828; Subject to DR2220460; Town of Whitby</p>
Whitby Meadows Inc.	<p><b>PIN:</b> 16428-0783 LT</p> <p><b>Description:</b> Block 16, Plan 40M2742; City of Oshawa</p> <p><b>PIN:</b> 16428-0789 LT</p> <p><b>Description:</b> Block 22, Plan 40M2742; City of Oshawa</p> <p><b>PIN:</b> 16428-0542 LT</p> <p><b>Description:</b> Block 107, Plan 40M2157; S/T Ease as in DR189441; Subject to an Easement in Gross as in DR2168943; City of Oshawa</p> <p><b>PIN:</b> 16428-0251 LT</p> <p><b>Description:</b> LT 4 PL 561 East Whitby Except Exprop PI 760 &amp; Except Pt 1 40R19663; Oshawa</p> <p><b>PIN:</b> 16428-0184 LT</p> <p><b>Description:</b> LT 3 PL 561 East Whitby Except Exprop PI 760; Oshawa</p> <p><b>PIN:</b> 16428-0784 LT</p> <p><b>Description:</b> Block 17, Plan 40M2742; City of Oshawa</p> <p><b>PIN:</b> 16428-0785 LT</p> <p><b>Description:</b> Block 18, Plan 40M2742; S/T an Easement</p>
Casewood Holdings Inc.	<p><b>PIN:</b> 26569-0810 (LT)</p> <p><b>Description:</b> Block 151, plan 40M2295, Whitby, Regional Municipality of Durham S/T Easement in gross in favour of the Corporation of the Town of Whitby Over PT 1 PL 40R24043 as in DR475099</p>

## Request for Proposals for REAL ESTATE BROKER SERVICES

Re: 1351637 Ontario Limited, Minthollow Estates Inc., Whitby Meadows Inc. and Casewood Holdings Inc. (collectively, the "Companies")

Pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the "Court") made on November 20, 2025 (the "Receivership Order"), KSV Restructuring Inc. was appointed the receiver (the "Receiver") of all the property, assets and undertakings of 1351637 Ontario Limited, Minthollow Estates Inc., Whitby Meadows Inc., including the real properties described in Schedule "B" of the Receivership Order and certain real estate owned by Casewood Holdings Inc. (the "Casewood Property") described in Schedule "C" of the Receivership Order (the "Real Properties").

### A. Background

- The Receiver is inviting you to provide real estate broker services to assist the Receiver in conducting a sale process for the Real Properties (the "Sale Process") and relate to the following residential development projects:
  - a) Attersley (1351637 Ontario Limited) and the Casewood Property - a 17.5 gross acre parcel of vacant land envisioned for 18 36' single-family residences and 138 townhomes. The Casewood Property is adjacent to Attersley.
  - b) Oshawa Residential (Whitby Meadows Inc.) – a 7.35 -acre parcel of vacant land that was planned to be developed into 166 townhomes.
  - c) Garden Street Seniors Condominium (Minthollow Estates Inc.) - a 4.20-acre parcel of vacant land that was planned to be developed into a six-storey seniors' condominium building comprising 65 units.
- Proposals must be submitted by email to Ben Luder, Manager ([bluder@ksvadvisory.com](mailto:bluder@ksvadvisory.com)), by 5:00 p.m. (Toronto time) on December 4, 2025.
- Copies of Court materials relating to these proceedings are available on the Receiver's website at: <https://www.ksvadvisory.com/experience/case/mansouri-group>.
- Information related to the Real Properties will be provided in a data room that has been established for this proceeding (the "Data Room"). Realtors can obtain access to the Data Room once they sign the confidentiality agreement provided in **Appendix "C"**.
- The terms of the Sale Process are subject to Court approval.

### B. Realtor's Role

- Working with the Receiver, the Realtor's role will include, among other things:
  - developing marketing processes, including timelines for the Sale Process;
  - establishing estimated values for each Real Property;
  - preparing marketing materials;
  - advertising the Real Properties at the agent's expense;
  - obtaining and negotiating confidentiality agreements with interested parties;

- showing the Real Properties to interested parties and working with the Receiver to maintain the data room to facilitate the Sale Process;
- qualifying interested parties from a financial perspective, to the extent necessary;
- assisting interested parties with their diligence;
- assisting to assess offers submitted and with the negotiation strategy;
- providing Sale Process updates to the Receiver on a weekly basis (or such other frequency as agreed with the Selected Broker), detailing the parties contacted, feedback received, the parties performing due diligence at any point in time and the quality of each of the potential bidders, to the extent possible;
- providing a report to the Receiver at the conclusion of the Sale Process summarizing the Sale Process carried out for each Real Property, including the rationale for selecting the best offer; and
- assisting to close one or more transactions.

### **C. Proposal Content**

- The Proposal must contain the following:
  - Work Plan: proposals shall include a detailed work plan.
  - Value Estimate: proposals shall provide an estimate of the value of the Real Properties, together with supporting assumptions, including a discussion of the highest and best use for the Real Properties.
  - Firm Background and Staff Experience: proposals shall provide background information concerning their firm, including the experience of their staff who will be working on this assignment (including résumés for the lead agents).
  - Liability Insurance Certificate: a copy of your liability insurance certificate is to be included.
  - Compensation Structure: proposals shall detail the proposed compensation structure for the Real Properties.
  - Conflict of Interest Statement: all proposals shall certify the disclosure of any professional or personal financial interests that could be a possible conflict of interest. In addition, any arrangements to derive additional compensation shall also be disclosed and certified.

### **D. Proposal Considerations**

- The factors on which each Proposal will be considered include the following:
  - the marketing plan;
  - experience selling similar real estate (including the location of the Real Properties);
  - experience acting in Court-supervised situations;
  - compensation structure; and

- other factors, in the Receiver's sole discretion.

**Note: please limit the proposal to no more than 25 pages.**

\* \* \*

For more information or questions, please contact Ben Luder at the email address noted above.

## CONFIDENTIALITY AGREEMENT

KSV Restructuring Inc.  
220 Bay Street, Suite 1300  
Toronto, ON M5J 2W4

Email: bluder@ksvadvisory.com  
Attention: Ben Luder

To Whom It May Concern:

**Re: 1351637 Ontario Limited, Minthollow Estates Inc., Whitby Meadows Inc. and Casewood Holdings Inc. (collectively, the "Companies")**

**WHEREAS** this agreement (the "Confidentiality Agreement") is being executed between the Receiver and the Broker (terms as defined below), as entered into as of the date on the last page hereto, for the purpose of providing real estate brokerage services concerning the Companies' real properties (the "Real Properties") together with any and all other related property, assets undertaking of the Companies (collectively with the Real Properties, the "Property").

**AND WHEREAS** We/I as undersigned (hereinafter referred to as the "Broker") requests that KSV Restructuring Inc., in its capacity as receiver and manager (the "Receiver") of the Property appointed pursuant to an order of the Ontario Superior Court of Justice (Commercial List) made on November 20, 2025, provide the Broker with certain confidential information relating to the Real Properties.

**NOW THEREFORE** for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) and in consideration of the Receiver agreeing to provide the Broker with certain or all of the Information (as defined below), the Broker hereby undertakes and agrees as follows:

- a) To treat and maintain confidentially, such information and any other information that the Receiver or any of its advisors furnish to the Broker, whether furnished before or after the date of this Agreement, whether furnished orally or in writing or otherwise recorded or gathered, and regardless of whether specifically identified as "confidential", including any documents or copies (paper, electronic or otherwise) and communications thereof contained (collectively, the "Information").
- b) Not to use any of the Information for any purpose other than for the exclusive purpose of evaluating the possibility of submitting a listing proposal for the Real Properties. The Broker agrees that the Information will not be used in any way detrimental to the Companies, the Property, and/or the Receiver in the performance of its appointment concerning the Property, and that such Information will be kept confidential by the Broker, its directors, officers, employees and representatives (collectively, the "Representatives") and these Representatives shall be informed by the Broker of the confidential nature of such information and shall be directed to treat such information confidentially.
- c) To be held responsible for any breaches of this Confidentiality Agreement by its Representatives, and to advise the Representatives of the confidential nature of the Information, and to provide to those Representatives to which or to whom the Information is provided a copy of this Confidentiality Agreement, and if such Representative is not otherwise bound by restrictions on disclosure and use similar to the obligations hereunder, to have such Representatives agree to be bound by this Confidentiality Agreement.
- d) To transmit, where required, the Information only to those Representatives who need to know the Information for the purposes described herein, who shall be informed by the Broker of the confidential nature of the Information and who agree to be bound by the provisions of this Confidentiality Agreement. On request, the Broker shall promptly notify the Receiver of the identity of each Representative to whom any Information has been delivered or disclosed.

- e) To not supply or disclose any data, communications or documents included in the Information or any Information included therein or any Information hereinafter obtained in the course hereof or with respect hereto to any corporation, company, partnership or individual or any combination of one or more of the foregoing (any of which are hereby defined as a “**Person**”) other than the Broker and its Representatives, unless the prior written consent of the Receiver has been obtained, in advance.
- f) The Broker and its Representatives will not, without the prior written consent of the Receiver, disclose to any Person that this solicitation for proposal is taking place nor disclose of any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof.
- g) That any time, at the request of the Receiver, the Broker agrees to promptly return or destroy, without any right of compensation or indemnity, all Information without retaining any copies thereof or any notes relating thereto or reproductions or any part thereof in its possession without regards to the form or format. The Broker will certify as to the return or destruction of all Information and related notes and copies of such information and that no Person has a copy of the Information.
- h) That in the event the Broker is required or requested by legal process to disclose any of the Information, the Broker will provide the Receiver with prompt written notice of such requirement or request so that the Receiver may take such actions as it considers appropriate.
- i) That the Broker agrees that the Receiver makes no representations or warranties as to the accuracy or completeness of the Information. The Broker further agrees that neither the Receiver, nor any other author of, or Person providing, Information, shall have any liability to the Broker or any of its Representatives arising from the use of the Information by the Broker or its Representatives.
- j) The Broker represents and warrants that it shall be responsible for any costs associated with its review of the Information. Any consultants, real estate agents/brokers, and/or advisors retained by the Broker shall be required to execute, and to be bound by, this Confidentiality Agreement. The Broker shall retain a copy of such executed Confidentiality Agreement and will provide it to the Receiver immediately following its request.
- k) The Broker and its Representatives acknowledge that the Receiver is acting strictly in its capacity as Receiver and that it shall have no liability for any action, omission, statement, misstatement, representation, or warranty made within the Information. The Broker and its Representatives further acknowledge that the Receiver shall have no liability for any action, omission, statement, misstatement, representation, or warranty made by itself or its employees to the Broker and its Representatives, absent fraud or willful misconduct.
- l) The Broker shall indemnify the Receiver, any of its employees, and its counsel against any loss, cost, damage, expense, legal fees or liability suffered or incurred by any of them as a result of or in connection with any breach by the Broker or any of its Representatives to whom the Broker discloses Information of any term or provision of this Confidentiality Agreement.
- m) The Broker acknowledges and agrees that the execution and delivery of this Confidentiality Agreement and the delivery of the Information does not give rise to any legal obligation of the Receiver, whether in contract, in negligence or other tort, or by way of fiduciary duty or otherwise. Without limiting the generality of the foregoing, the Broker acknowledges and agrees that the Receiver is not and will not be under any obligation, express or implied, to provide or to continue to provide Information, to entertain any offers or proposals for the purchase or any sale, or to complete a sale or other transaction with the Broker, unless and until a legally binding agreement is delivered and executed which expressly provides for such obligations. Furthermore, the Broker acknowledges and agrees that the Receiver has not and will not give any representations or warranties, either express or implied, concerning the accuracy or completeness of, or otherwise relating in any way to, the Information, and that the Receiver shall not have any liability whatsoever to the Broker or any Representatives for any transaction entered into, or not entered into, or any other act, omission or decision made or taken, relying upon or in any way affected by, the Information.

- n) The Broker agrees that monetary damages would not be a sufficient remedy for any breach of this Agreement by it or its employee or agents and that any court having jurisdiction may enter a preliminary and/or permanent restraining order, injunction or order for specific performance in the event of an actual or threatened breach of any of the provisions of this Agreement, in addition to any other remedy available to the Receiver or the Companies. In addition to all remedies available to the Receiver, it is agreed that the Receiver shall be entitled to equitable relief if necessary, including an injunction or specific performance in relation to a breach of this Confidentiality Agreement by the Broker and/or its Representatives.
- o) The Broker hereby agrees to observe all the requirements of any applicable privacy legislation including, without limitation, the *Personal Information Protection and Electronic Documents Act* (Canada) with respect to personal information which may be contained in the Information.
- p) The Broker acknowledges and agrees that it has had an opportunity to obtain independent legal advice as to the terms and conditions of this Confidentiality Agreement and has either received same or expressly waived its right to do so.
- q) This Confidentiality Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns. This Confidentiality Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Each party hereto irrevocably submits to the exclusive jurisdiction of the Ontario Superior Court of Justice (Commercial List) sitting in Toronto, Ontario, with respect to any matter arising hereunder or related hereto.
- r) This Confidentiality Agreement shall enure to the benefit of the Receiver and its successors and assigns. Any party may deliver an executed copy of this Confidentiality Agreement by facsimile or email. This Confidentiality Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument.
- s) This Confidentiality Agreement shall have a term of two (2) years from the date written below.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2025

("Broker")

\_\_\_\_\_  
Corporate Name (Please Print)

\_\_\_\_\_  
By (Authorized Signing Officer's Signature)

\_\_\_\_\_  
(Officer's Name and Title)

\_\_\_\_\_  
(Broker's  
Address)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Email Address)

G

**APPENDIX “G”  
LISTING AGREEMENTS**

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

This is a Multiple Listing Service® Agreement



OR

Exclusive Listing Agreement

EXCLUSIVE

(Seller's Initials)

**BETWEEN:****BROKERAGE:** CBRE Limited

CBRE Limited

(the "listing Brokerage") Tel. No. ....

**SELLER:** KSV Restructuring Inc., Court-appointed Receiver of Twinview Developments Inc., and not in its personal or corporate capacity. .... (the "Seller")**DESIGNATED REPRESENTATIVE(S):** Mike Czestochowski

(Name of Salesperson/Broker/Broker of Record)

Lauren White, Emelie Rowe, Evan Stewart, Nicholas Webster

The Designated Representative will be providing services and representation to the Seller and the Listing Brokerage provides services but not representation.

In consideration of the Listing Brokerage listing the real property for sale known as 4300 Anderson St, Whitby

(the "Property")

the Seller hereby gives the Listing Brokerage the **exclusive and irrevocable** right to act as the Seller's agent,commencing at ..... on the ..... day of ..... January ..... , 20 26 ,  
(a.m./p.m.)

and expiring at 11:59 p.m. on the ..... day of ..... July ..... , 20 26 (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 Trust in Real Estate Services Act, 2002 (TRESA), the Listing Brokerage must obtain the Seller's initials.

(Seller's Initials)

to offer the Property for sale at a price of: \$1

one dollar

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.**
**Schedule A,** B, C, D & Rider to LA, attached hereto forms part of this Agreement, of which **Schedule A** sets out the details with respect to the services, confidentiality and representation of the Listing Brokerage and Designated Representative.

(Seller's Initials)

**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. "Self-represented assistance" shall mean assistance provided to a self-represented party. 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 Trust in Real Estate Services Act, 2002 (TRESA). 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:

(i) the Seller agrees to pay the Listing Brokerage a commission of ..... 5 ..... % of the sale price of the Property or 3% if solely completed by the listing team. In case of a credit bid or redemption, see schedule B.

("total commission") for any valid offer to purchase the Property from any source whatsoever obtained during the Listing Period, as may be acceptable to the Seller.

(ii) 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 ..... 2 ..... % of the sale price of the Property or .....

Payment to the co-operating brokerage shall be made by the Listing Brokerage out of the total commission calculated above.

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

~~The Seller further agrees that the total commission calculated above shall be payable to the Listing Brokerage even if there is no co-operating brokerage.~~**INITIALS OF LISTING BROKERAGE:****INITIALS OF SELLER(S):**

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.

~~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.~~

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

**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 require the Seller's written consent to represent both the Seller and the buyer for the transaction. 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.

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;
- the Listing Brokerage shall not disclose to the buyer the terms of any other offer, unless otherwise directed in writing by the Seller; and
- the Listing Brokerage shall not disclose to the Seller the terms of any other offer by the buyer.

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.

**MULTIPLE REPRESENTATION AND DESIGNATED REPRESENTATION:** The Seller understands and acknowledges where both the Seller and buyer are represented by a designated representative of the Listing Brokerage, multiple representation will not result, unless that designated representative represents more than one client in the same trade, and will require consent in writing for such multiple representation. In the event of multiple representation and designated representation, the Listing Brokerage's duty of disclosure to both the Seller and the buyer client is as more particularly set out in the agreement with the respective Seller or buyer.

**4. NOTICES:** 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. The Listing Brokerage shall not be appointed or authorized to be agent for either the Seller or the buyer for the purpose of giving and receiving notices where the Designated Representative of the Listing Brokerage represents both the Seller and the buyer (multiple representation). Where the buyer is a self-represented party the Listing Brokerage shall not be appointed or authorized to be agent for the purpose of giving and receiving notices for the self-represented party.

**5. FINDERS FEES:** ~~The Seller acknowledges that the Listing 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 Listing Brokerage in addition to the Commission as described above.~~

**6. 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 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.

**7. 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.

**8. 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.

**9. INDEMNIFICATION AND INSURANCE:** The Seller will not hold the Listing Brokerage and representatives of the Listing 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 Listing 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 Listing 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.~~

**10. ENVIRONMENTAL INDEMNIFICATION:** ~~The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Listing 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.~~

**11. 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.

**INITIALS OF LISTING BROKERAGE:** 

**INITIALS OF SELLER(S):** 

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**12. 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.

**13. USE AND DISTRIBUTION OF INFORMATION:** The Seller consents to the collection, use and disclosure of personal information by the Listing 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 Listing 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 Listing 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 Listing 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:	<input type="checkbox"/>	<input type="checkbox"/>
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.	<b>Does</b>	<b>Does Not</b>

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

**15. 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 Listing Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.

**16. 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.

**17. 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.

**THE LISTING BROKERAGE AND THE DESIGNATED REPRESENTATIVE OF THE LISTING BROKERAGE AGREE TO MARKET THE PROPERTY ON BEHALF OF THE SELLER AND THE DESIGNATED REPRESENTATIVE OF THE LISTING BROKERAGE SHALL 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) ..... **Daniel Reid** ..... (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 any 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., Court-appointed Receiver of Twinview Developments Inc. and not in its personal or corporate capacity

(Name of Seller) ..... (Seal) ..... (Date) ..... (Tel. No.)

(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 ..... **Lauren White** ..... (Name of Salesperson/Broker/Broker of Record)

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

(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 - Commercial**

### **Seller Designated Representation Agreement**

#### **Authority to Offer for Sale**

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

**BROKERAGE:** ..... **CBRE Limited** ..... and

**SELLER:** ..... KSV Restructuring Inc., Court-appointed Receiver of Twinview Developments Inc. and not in its personal or corporate capacity

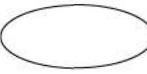
**PROPERTY:** ..... 4300 Anderson St, Whitby .....

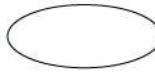
This Schedule to the Agreement, *inter alia*, sets out the details of the provision of services by the Listing Brokerage and the provision of services, confidentiality and representation by the Designated Representative of the Listing Brokerage, and subject to the terms of Clause 15 in the Agreement (Conflict or Discrepancy), is in addition to provision of services, confidentiality and representation set out in the Agreement.

**PIN:** 265691449

**Legal:** PT LT 23 CON 4 TWP WHITBY, PTS 1, 2 & 3, 40R24222 SAVE AND EXCEPT PLAN 40M2448; TOWN OF WHITBY

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

**INITIALS OF LISTING BROKERAGE:** 

**INITIALS OF SELLER(S):** 

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# Schedule B

## 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:** CBRE Limited, and

**SELLER:** KSV Restructuring Inc., Court-appointed Receiver of Twinview Developments Inc. and not in its personal or corporate capacity

for the property known as 4300 Anderson Street, Whitby

..... dated the ..... day of January, 2026

**Credit Bid Fee, or partial credit bid fee (consisting of both credit and cash), by any of the mortgagees or their assignee (such bid to be approved by the Court) :**

- Flat fee of \$35,000 (plus HST)

**Redemption Fee in the event of a redemption by the mortgagor or its assignee or if the borrower brings the mortgage current (such redemption to be approved by the Court) :**

- Flat fee of \$35,000 (plus HST)

A redemption fee is not payable if a credit bid or partial credit bid fee is payable, and vice versa.

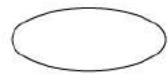
Similarly, neither a redemption fee nor a credit bid (or partial credit bid) fee is payable if a commission fee is payable under this listing agreement.

In the event that the Property has been launched and marketed to the full extent of the services outlined in Schedule C, and the Seller receives one or more binding offers within the value range as listed in the proposal, and the Seller elects not to accept any such binding offers between

or otherwise proceed with the sale of the Property, CBRE shall be entitled to a marketing fee in the amount of \$35,000 (plus HST) (the "Marketing Fee"). The Marketing Fee shall be paid within 30 days following receipt of an invoice therefore from CBRE and shall be paid pursuant to the instructions in the invoice.

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

**INITIALS OF BROKERAGE:** 

**INITIALS OF SELLER(S):** 

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**Schedule C**  
**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:** ..... **CBRE Limited** ..... and

**SELLER:** ..... KSV Restructuring Inc., Court-appointed Receiver of Twinview Developments Inc. and not in its personal or corporate capacity

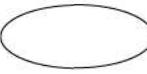
for the property known as **4300 Anderson Street, Whitby** .....

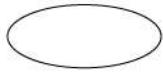
..... dated the ..... day of ..... **January** ..... **2026** .....

Under the terms of this Agreement, CBRE agrees to provide the Receiver the following commercial real estate brokerage services;

- (a) Perform financial analysis on the Property;
- (b) Assemble and package due diligence materials;
- (c) Prepare marketing materials for use in promoting the Property with CBRE being responsible for all reasonable marketing costs;
- (d) Advise the Receiver of the various steps in achieving the sale of the Property;
- (e) Compile a list of purchasers that may be interested in the Property;
- (f) Execute a marketing program for the Property;
- (g) Day-to-day management of the marketing process, including co-ordination of due diligence, assisting the Receiver and third parties, facilitating tours and information requests, and other duties as required;
- (h) Receiving offers for the Property;
- (i) Advising the Receiver with respect to such interest and offers;
- (j) Assisting the Receiver in negotiations, structuring and documentation of the transaction with the purchaser until closing;
- (k) Provide such other advice or services as may be required in order to carry out responsibilities

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

**INITIALS OF BROKERAGE:** 

**INITIALS OF SELLER(S):** 



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**Schedule D**  
**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:** CBRE Limited ..... and

**SELLER:** KSV Restructuring Inc., Court-appointed Receiver of Twinview Developments Inc. and not in its personal or corporate capacity

for the property known as ..... 4300 Anderson St, Whiby .....

..... dated the ..... day of January ..... , 20 26

Remove #8 "warranty" clause. See #13 in Rider to LA

Lines in the #9 "Indemnification and Insurance" clause to be removed: "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 cooperating brokerage made by anyone who attends or visits the Property.

Remove clause #11 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.

Lines in the #13 "Use and Distribution of Information" clause to be removed: "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".

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

**INITIALS OF BROKERAGE:** 

**INITIALS OF SELLER(S):** 

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## **Rider – CBRE Listing Agreement**

Notwithstanding anything contained in the Agreement, each of the Listing Brokerage and the Seller acknowledges and agrees as follows:

**1. Termination and suspension Rights.** The Seller may without penalty or cost to the Seller terminate the Agreement at any time, if: (i) the Listing Brokerage is in default hereunder or under any other agreement with the Seller or (ii) it no longer wishes to sell the Property. In addition, this Agreement shall automatically terminate without penalty or cost to the Seller if: (a) the order of the Ontario Superior Court of Justice (Commercial List) dated November 20, 2025 (the “**Receivership Order**”) is revoked, overturned on appeal, suspended or terminated; and/or (b) the Seller is restricted in or enjoined from dealing with the Property by a court of competent jurisdiction.

In addition, upon mutual agreement between Listing Brokerage and the Seller, without penalty or cost to the Seller, the Seller may suspend this Agreement at any time during the Listing Period (the “**Suspension Period**”). Upon receipt by the Listing Brokerage of a notice of Suspension Period from the Seller, the parties agree that the Property shall be taken off the market temporarily, such that no active marketing activity shall be conducted during the Suspension Period until termination of the Suspension Period.

**2. Listing Period.** The term of this Agreement shall begin on January **[ ]**, 2026 (the “**Commencement Date**”) and shall expire, subject to any Suspension Period, on July **[ ]**, 2026 (the “**Listing Period**”). Notwithstanding any other provision in this Agreement, the Listing Brokerage shall not advertise the Property until the Seller provides express authority to do so and all marketing materials have been approved.

**3. Price.** While it is the Seller’s intention to obtain the highest and best offer for the Property, the Listing Brokerage acknowledges and agrees that the Seller need not accept the highest offer and/or the best offer or any offer, and that acceptance by the Seller of any offer for the Property is subject at all times to the Seller’s approval in its sole and absolute discretion and approval by the Court. No fee, commission or other compensation is payable to the Listing Brokerage (except for the Marketing Fee as detailed in Schedule B) in respect of the Property unless and until the sale of the Property has been completed and the purchase price consideration payable to the Seller has been paid in its entirety.

**5. Listing Brokerage’s Duties.** The Listing Brokerage covenants and agrees with the Seller to:

(a) unless otherwise agreed by the Seller, diligently market the Property for sale and use commercially reasonable efforts to sell the Property;

(b) ensure that there is continuity in the assignment of individual staff members and partners to the work performed by the Listing Brokerage under the terms of this engagement. In particular, the Listing Brokerage agrees to ensure that individual staff members originally assigned, including Mike Czestochowski, Lauren White, Emelie Rowe and Evan Stewart (together, the “**Listing Team**”), to perform work in connection with the Listing Brokerage’s engagement, will each be available and will devote the time required to undertake the assignment contemplated herein;

(c) subject to the instructions of the Seller, together with the Seller’s counsel, assist the Seller in negotiating binding agreements of purchase and sale with respect to the Property, subject to Court approval, with those parties identified by the Seller. Only the Seller shall have authority to accept offers and the Listing Brokerage shall not have any authority whatsoever

to enter into any sale, financing or other contract on behalf of the Seller and/or to otherwise bind the Seller in any manner whatsoever;

(d) continue to assist the Seller in connection with the sale of the Property and seeking Court approval after the execution of a binding agreement of purchase and sale with respect to the same until such sale has been successfully concluded; and

(e) unless the Seller's written consent is provided in advance, to act solely for the benefit of the Seller in connection with the marketing and sale of the Property and not to have any direct or indirect interest in any entity purchasing or proposal to purchase the Property and not to receive any payments or other benefits from said purchasers or potential purchasers.

**6. Commission Payable to the Listing Brokerage.** The commission payable to the Listing Brokerage shall be as set out in Section 2 and Schedule B of the Agreement.

Any fee, commission or other compensation payable to the Listing Brokerage in connection with a holdover period, being 180 days from the termination of the Listing Agreement ("Holdover Period"), shall: (a) only apply to those purchasers who were introduced to the Seller or to the Property by the Listing Brokerage during the Listing Period and who the Listing Brokerage has previously disclosed in writing to the Seller no later than three (3) days following the earlier of the expiration or termination of the Agreement; and (b) be reduced by any fee, commission and/or other compensation paid to another broker or agent for the sale of the Property as the new Listing Brokerage (the "New Agent") on the basis of an agreement with the New Agent entered into with respect to the Holdover Period. If the Listing Brokerage had introduced up to a maximum of two (2) different prospective *bona fide* purchasers to the Seller during the Listing Period (each being a "Serious Prospect") and said Serious Prospect had entered into material negotiations with the Seller to purchase the Property, but said material negotiations had not resulted in a binding agreement of purchase and sale, to the extent that each of the Listing Brokerage and the Seller agree in writing to designate said prospective purchaser as a Serious Prospect prior to the expiration of the Listing Period, and so long as the Seller is not prohibited from doing so, and provided that the New Agent has agreed to forego its fee should a sale to a Serious Prospect be completed, the Listing Brokerage shall be entitled to its commission in connection with the transaction being completed with the Serious Prospect upon terms and conditions acceptable to the Seller in their sole and absolute discretion, which transaction must be subject to Court approval and a binding and unconditional agreement of purchase and sale executed by each of the parties thereto prior to the expiration of the Holdover Period. Notwithstanding any other provision hereof, during the Holdover Period, the Listing Brokerage will not be entitled to any commission, payment or fee as the Seller's agent if the Listing Team represents the purchaser.

The Seller hereby instructs its solicitors to distribute payment to the Listing Brokerage in the amount noted above directly out of the proceeds of sale in accordance with an accepted agreement of purchase and sale and to have same addressed as a closing cost to the transaction.

**7. Acknowledgments.** The Listing Brokerage acknowledges and agrees in favour of the Seller that: (a) the Property is to be marketed and sold on an "as is, where is" basis and, accordingly, any agreement of purchase and sale shall provide an acknowledgment by such purchaser that the Property is being sold by the Seller on an "as is, where is" basis, and that no representations or warranties are being provided by Seller or Listing Brokerage; (b) the Seller will vest title to the Property by way of an approval and vesting order issued by the Court; and (c) the sale of the Property requires the prior approval of the Court in said Court's sole and absolute discretion.

**8. Advertisement Expenses, Third Party Consultants and Reporting.** All advertising and sales promotion shall be subject to the approval of the Seller and all such advertisement and promotional material shall be prepared, published and distributed by the Listing Brokerage and shall be at the expense of the Listing Brokerage. All third-party reports and legal service fees requested and/or approved by the Seller shall be at the expense of the Seller. The Listing Brokerage agrees to provide the Seller with detailed reporting regarding the status of the Sale Process, including weekly lists of its solicitation efforts, the parties interested in the opportunity, the status of their diligence and such other information as is reasonably requested by Seller to be kept apprised of all material developments. The Listing Brokerage will participate in no less than one daily update call with the Seller, in Seller's discretion.

**9. Indemnity.** The Listing Brokerage confirms that it owes an obligation to the Seller and its directors, officers, employees, agents and advisors (collectively, the "**Indemnified Parties**") to carry out its activities in a competent and professional manner acting reasonably and in good faith. As such, the Listing Brokerage hereby indemnifies the Indemnified Parties with respect to claims made by third parties against the Indemnified Parties arising out of the Listing Brokerage's (including its officers, employees, agents and the Listing Team) gross negligence or willful misconduct, including its failure to comply with its obligations hereunder. The parties agree that this Indemnity section shall not apply if any of the claims are a result of the Seller's willful misconduct or gross negligence. This indemnity shall survive the expiration or termination of the Agreement.

**10. Confidentiality.** The Listing Brokerage shall treat and shall cause its agents to treat as confidential and shall not disclose, during as well as after the rendering of the service contracted herein, except where legally required by law, any confidential information, records or documents to which the Listing Brokerage becomes privy as a result of its performance of the Agreement and shall take all necessary steps to ensure the confidentiality of information in the Listing Brokerage's possession or control. The Listing Brokerage acknowledges that the Seller may disclose this Agreement in its sole and absolute discretion, including to stakeholders, creditors and the Court.

The Listing Brokerage agrees to collect, use, communicate, transmit, disclose, process, preserve and destroy any confidential information in accordance with the Agreement, except as required by law to be retained or pursuant to Listing Brokerage's automatic, ordinary course archiving, and only for the purpose of the reasonable performance by the Listing Brokerage of its responsibilities hereunder and according to the instructions of the Seller. The Listing Brokerage will not distribute, sell, search for license, rent, transfer or disclose any confidential information for its benefit or for the benefit of a party other than the Seller, without the prior written consent of the Seller.

The Listing Brokerage agrees not to use the name or logo of the Seller, the mortgagee, or any party related to these proceedings, or any of their affiliates including, without limitation, in its publicity or list of customers or partners as well as in connection with any public communication made verbally or in writing, in any medium whatsoever. In the event that the Listing Brokerage wishes to make such use of any of the foregoing names, it shall obtain the Seller's or mortgagee's prior written approval, as applicable, relating to such use and, where appropriate, the text in such name is to be used. The Seller or the mortgagee may, in its sole discretion, accept or refuse to give its approval.

**11. Assignment.** This Agreement shall not be assigned in whole or in part by the Listing Brokerage without the prior written consent of the Seller which consent may be unreasonably and/or arbitrarily withheld and any assignment made without that consent is void and of no effect.

**12. Seller's Capacity.** Notwithstanding the foregoing or anything else contained herein or elsewhere, the Listing Brokerage acknowledges and agrees that approval of the Sale Process (including the retention of the Listing Brokerage) and any transaction or transactions involving a sale of the Property requires the prior approval of the Court in the Court's sole and absolute discretion. The Listing Brokerage acknowledges that the Seller is entering into this Agreement solely in its capacity as receiver and not in its personal or corporate capacity and that KSV Restructuring Inc. shall have no personal liability under or in connection with this Agreement in any circumstance whatsoever, and expressly disclaims any such liability

**13. Warranty.** Subject to Section 12 above and the remainder of this Section 13, the Seller represents and warrants that upon approval by the Court the Seller will have the exclusive authority and power to execute this Agreement and to authorize the Listing Brokerage to offer the Property for sale. Notwithstanding the foregoing, the Listing Brokerage acknowledges and agrees that the Seller has only limited knowledge about the Property and cannot confirm any third-party interests or claims with respect to the Property.

**14. Execution.** This Agreement and any other agreement delivered in connection therewith, and any amendments thereto, may be executed by electronic copy or such similar format and if so executed and transmitted, will be for all purposes as effective as if the parties had delivered an executed original of this Agreement, or such other agreement or amendment, as the case may be, and shall be deemed to be made when the receiving party confirms this Agreement, or such agreement or amendment, as the case may be, to the requesting party by electronic copy or such similar format. This Agreement may be executed in several counterparts, and each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and, notwithstanding their date of execution, shall be deemed to bear date as of the date first written above.

**15. Jurisdiction.** This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario. If any provision hereof is invalid or unenforceable in any jurisdiction where this Agreement is to be performed, such provision shall be deemed to be deleted and the remaining portions of this Agreement shall remain valid and binding on the parties hereto.

**16. Finder's Fees.** The Seller does not consent to the Listing Brokerage (or its respective affiliates) receiving and retaining, in addition to the commission provided for or otherwise contemplated in this Agreement (including the Listing Fee), a finder's fee for any financing or sale of the Property or any other transaction related to the Property.

**17. 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, provided such authorizations expressly prohibit any inspections by such regulatory authorities. For greater certainty, none of the Listing Brokerage or the Listing Brokerage's representatives may bind the Seller or execute any documentation on behalf of the Seller. The Seller hereby authorizes, instructs and directs the above noted regulatory authorities, governments, mortgagees or others to release any and all information to the Listing Brokerage.

**18. Conflict of interest** The Listing Brokerage represents and warrants that neither it nor its representatives are in a Conflict of Interest by providing the services contemplated in this Agreement or by entering into the Agreement. The Listing Brokerage undertakes, regarding the provision of the services contemplated in this Agreement, to comply, and to ensure that its representatives comply, with all applicable laws (including any applicable anti-corruption laws), regulations, governmental order and administrative policies. For the purpose of the Agreement, "**Conflict of Interest**" means any situation that would put into conflict (apparent, actual or potential) either the Listing Brokerage or its representatives' personal interests and

the interests of the Seller. In the event that a Conflict of Interest presents itself or is likely to present itself, the Listing Brokerage shall immediately inform the Seller who could, at its sole discretion, (a) provide the Listing Brokerage with instructions as to how to remedy such Conflict of Interest, or (b) terminate the Agreement without penalty or costs to the Seller.

This Agreement is accepted on \_\_\_\_\_ 2026.

**Mandatory Field**  
 All Property Types

 **Optional Field**  
 All Property Types

 **Initial Information**  
 Page

**MLS® LISTING #**

265691449

**LOCATION**
**ASSESSMENT ROLL # (ARN)**
**PIN #**
**ADDITIONAL PIN #**
**AREA**

Durham

**MUNICIPALITY**

Whitby

**COMMUNITY** \*

Taunton North

**STREET DIRECTION PREFIX** (Check 1)

**STREET #**
**STREET NAME** (50 characters)

 E  N  S  W  
 NW  NE  SW  SE

4300

Anderson

**ABBREV.**
**STREET DIRECTION**
**APT/UNIT #**
**POSTAL CODE**

St

 E  N  S  W  
 NW  NE  SW  SE

L1R 2W1

**LEGAL DESCRIPTION (LOT, PLAN, CONCESSION)** (500 characters)

PT LT 23 CON 4 TWP WHITBY, PTS 1, 2 &amp; 3, 40R24222 SAVE AND EXCEPT PLAN 40M2448; TOWN OF WHITBY

**PROPERTY MANAGEMENT COMPANY** (60 characters)

**LOT FRONT** \*\*▲

**LOT DEPTH** \*\*▲

660.58

659.56

**LOT/BUILDING/UNIT CODE** ▲

**LOT SIZE CODE** ▲

**LOT IRRREGULARITIES** (40 characters)

 Lot  Building  Unit

 Feet  Metres

**LOT SHAPE** (Check 1)

 Irregular  Other  Pie  Rectangular  Reverse Pie  Square

**LOT SIZE SOURCE** (Check 1)

 GeoWarehouse  MPAC  Other  Survey

**LOT SIZE AREA**

9.60

**LOT SIZE AREA CODE** (Check 1)

 Acres  Hectares  Sq. Ft. Divisible  Sq. M. Divisible  Square Meters  Square Feet

**WINTERIZED** (Check 1)

**ZONING** (50 characters)

 Fully  Partial  No

Agricultural (A)

**DIRECTIONS** (250 characters)

**MAIN CROSS STREETS** (250 characters)

Anderson St &amp; Promenade Dr

\* MANDATORY IF AVAILABLE

\*\* NOT MANDATORY FOR COMMERCIAL CONDO

▲ IF NOT APPLICABLE ENTER "0"

## AMOUNTS/DATES

<b>LIST PRICE</b>	<b>HST APPLICABLE TO SALE PRICE</b> (Max 3)				<b>DEVELOPMENT CHARGES PAID</b> (Max 2)		
\$1	<input checked="" type="checkbox"/> In Addition To <input type="checkbox"/> Included In <input type="checkbox"/> Not Subject to HST				<input type="checkbox"/> Credit <input type="checkbox"/> No <input type="checkbox"/> Partial <input type="checkbox"/> Unknown <input type="checkbox"/> Yes		
<b>LIST PRICE CODE</b> (Check 1)					<b>MINIMUM RENTAL TERM MONTHS</b>		
<input checked="" type="checkbox"/> For Sale <input type="checkbox"/> Gross Lease <input type="checkbox"/> Hectares <input type="checkbox"/> Net Lease <input type="checkbox"/> Other <input type="checkbox"/> Per Acre <input type="checkbox"/> Per Sq Ft <input type="checkbox"/> Plus Stock <input type="checkbox"/> Sq Ft Gross <input type="checkbox"/> Sq Ft Net <input type="checkbox"/> Sq M Gross <input type="checkbox"/> Sq M Net							
<b>MAXIMUM RENTAL TERM MONTHS</b>	<b>TAXES</b>	<b>TAX YEAR</b>	<b>TAX TYPE</b> (Check 1)				
	\$9,437	2025	<input checked="" type="checkbox"/> Annual <input type="checkbox"/> N/A <input type="checkbox"/> T&O <input type="checkbox"/> TMI				
<b>ASSESSMENT</b>	<b>ASSESSMENT YEAR</b>	<b>CONTRACT COMMENCEMENT</b>		<b>EXPIRY DATE</b>			
		01	/	2026	07	/	2026
<b>POSSESSION DATE</b> ♦ MM / DD / YYYY	<b>POSSESSION REMARKS</b> ♦ (75 characters)						
	Immediate						
<b>POSSESSION TYPE</b> (Check 1)					<b>HOLDOVER DAYS</b>		
<input checked="" type="checkbox"/> Immediate <input type="checkbox"/> Flexible <input type="checkbox"/> Other <input type="checkbox"/> 1-29 days <input type="checkbox"/> 30-59 days <input type="checkbox"/> 60-89 days <input type="checkbox"/> 90+ days					180		
<b>SELLER NAME</b> (200 characters)	KSV Restructuring Inc., Court-appointed Receiver of Twinview Developments Inc. and not in its personal or corporate capacity						
<b>MORTGAGE COMMENTS</b> (140 characters)							
<b>CONDOS MAINTENANCE FEES MONTHLY</b> ♦♦	<b>PHASED IN TAX ASSESSED VALUE</b>						
<b>ROAD ACCESS FEE</b>	<b>LEASED LAND FEE</b>						
<b>LOCAL IMPROVEMENTS</b>	<b>LOCAL IMPROVEMENTS COMMENTS</b> (250 characters)						
<input type="checkbox"/> Yes <input type="checkbox"/> No							

♦ ONE OF POSSESSION DATE OR POSSESSION REMARKS IS MANDATORY

♦♦ MANDATORY FOR COMMERCIAL & INDUSTRIAL CONDOS ONLY

## DETAILS

<b>TYPE</b> (Check 1)	<b>CATEGORY</b> (Check 1)	<b>USE</b> (Check 1)
<input type="checkbox"/> Commercial Retail <small>(Do not use for Sale of Business)</small>	<input type="checkbox"/> Commercial Condo <input type="checkbox"/> Highway Commercial <input type="checkbox"/> Institutional * <sup>T1</sup> <input type="checkbox"/> Multi-Use <input type="checkbox"/> Retail <input type="checkbox"/> Service	<input type="checkbox"/> Automotive Related <input type="checkbox"/> Bank * <sup>T1</sup> <input type="checkbox"/> Church * <sup>T1</sup> <input type="checkbox"/> Health & Beauty Related <input type="checkbox"/> Hospitality/Food Related <input type="checkbox"/> Other * <sup>T1</sup> <input type="checkbox"/> Retail Store Related <input type="checkbox"/> School * <sup>T1</sup>
<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"/> Industrial	<input type="checkbox"/> Free Standing <input type="checkbox"/> Industrial Condo <input type="checkbox"/> Multi-Unit	<input type="checkbox"/> Cooler/Freezer/Food Inspect <input type="checkbox"/> Factory/ Manufacturing <input type="checkbox"/> Laboratory <input type="checkbox"/> Other <input type="checkbox"/> Transportation <input type="checkbox"/> Warehouse

...> **TYPE** Option Continues on Next Page

## DETAILS (CONTINUED)

TYPE (Check 1)	CATEGORY (Check 1)	USE (Check 1)
<input type="checkbox"/> Investment	<input type="checkbox"/> Accommodation	<input type="checkbox"/> Bed & Breakfast <input type="checkbox"/> Cabins/Cottages <input type="checkbox"/> Hotel/Motel/Inn <input type="checkbox"/> Other
	<input type="checkbox"/> Apartment	<input type="checkbox"/> Apts - 2 to 5 Units <input type="checkbox"/> Apts - 6 to 12 Units <input type="checkbox"/> Apts - 13 to 20 Units <input type="checkbox"/> Apts - Over 20 Units <input type="checkbox"/> Other <input type="checkbox"/> Senior Residence
	<input type="checkbox"/> Industrial	
	<input type="checkbox"/> Office	<input type="checkbox"/> Medical/Dental <input type="checkbox"/> Other <input type="checkbox"/> Professional Office
	<input type="checkbox"/> Recreational	<input type="checkbox"/> Campground <input type="checkbox"/> Golf <input type="checkbox"/> Marina <input type="checkbox"/> Other <input type="checkbox"/> Sports/Entertainment
	<input type="checkbox"/> Retail	
<input checked="" type="checkbox"/> Land	<input checked="" type="checkbox"/> Designated <input type="checkbox"/> Raw (Outside Off Plan)	<input type="checkbox"/> Bush <input type="checkbox"/> Office <input type="checkbox"/> Restricted <input type="checkbox"/> Golf <input type="checkbox"/> Other <input type="checkbox"/> Retail <input type="checkbox"/> Gravel Pit/Quarry <input type="checkbox"/> Parking Lot <input type="checkbox"/> Waterfront <input type="checkbox"/> Hospitality <input type="checkbox"/> Recreational <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Residential
<input type="checkbox"/> Office	<input type="checkbox"/> Office	<input type="checkbox"/> Medical/Dental <input type="checkbox"/> Other <input type="checkbox"/> Professional Office
<input type="checkbox"/> Sale of Business <sup>a1</sup>	<input type="checkbox"/> Without Property <input type="checkbox"/> With Property	<input type="checkbox"/> Apparel <input type="checkbox"/> Day Care <input type="checkbox"/> Grocery/Supermarket <input type="checkbox"/> Art Gallery <input type="checkbox"/> Delicatessen <input type="checkbox"/> Hair Salon <input type="checkbox"/> Art Supplies <input type="checkbox"/> Delivery/Courier <input type="checkbox"/> Hardware/Tools <input type="checkbox"/> Automotive Related <input type="checkbox"/> Distributing <input type="checkbox"/> Home Improvement <input type="checkbox"/> Bakery <input type="checkbox"/> Drugstore/Pharmacy <input type="checkbox"/> Hotel/Motel/Inn <input type="checkbox"/> Banquet Hall <input type="checkbox"/> Dry Cleaning/Laundry <input type="checkbox"/> Jewellery <input type="checkbox"/> Barber/Beauty <input type="checkbox"/> Electronics <input type="checkbox"/> Manufacturing <input type="checkbox"/> Bar/Tavern/Pub <input type="checkbox"/> Entertainment <input type="checkbox"/> Marina <input type="checkbox"/> Beauty Salon <input type="checkbox"/> Fast Food/Takeout <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Bed & Breakfast <input type="checkbox"/> Fitness/Training <input type="checkbox"/> Other <input type="checkbox"/> Butcher/Meat <input type="checkbox"/> Florist <input type="checkbox"/> Pizzeria <input type="checkbox"/> Cabins/Cottages <input type="checkbox"/> Food Court Outlet <input type="checkbox"/> Real Estate Office <input type="checkbox"/> Café <input type="checkbox"/> Footwear <input type="checkbox"/> Restaurant <input type="checkbox"/> Cannabis Dispensary <input type="checkbox"/> Fruit/Vegetable/Market <input type="checkbox"/> Self Storage <input type="checkbox"/> Car Wash <input type="checkbox"/> Funeral Home <input type="checkbox"/> Service Related <input type="checkbox"/> Caterer/Cafeteria <input type="checkbox"/> Furniture <input type="checkbox"/> Spa/Tanning <input type="checkbox"/> Coffee/Donut Shop <input type="checkbox"/> Garden/Landscaping <input type="checkbox"/> Sporting Goods <input type="checkbox"/> Coin Laundromat <input type="checkbox"/> Gas Station <input type="checkbox"/> Sports/Entertainment <input type="checkbox"/> Convenience/Variety <input type="checkbox"/> Golf Course <input type="checkbox"/> Travel Agency <input type="checkbox"/> Copy/Printing <input type="checkbox"/> Golf Driving Range <input type="checkbox"/> Woodworking <input type="checkbox"/> Crafts/Hobby <input type="checkbox"/> Gravel Pit/Quarry
<input type="checkbox"/> Store W Apt/Office	<input type="checkbox"/> Store W Apt/Office	

FREESTANDING <sup>a2</sup>	TOTAL AREA <sup>a3</sup>	TOTAL AREA CODE <sup>a3</sup> (Check 1)
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	9 . 60	<input checked="" type="checkbox"/> Acres <input type="checkbox"/> Hectares <input type="checkbox"/> Square Feet <input type="checkbox"/> Sq Ft Divisible <input type="checkbox"/> Sq M Divisible <input type="checkbox"/> Square Meters

<sup>a1</sup> USE IS MANDATORY IF "SALE OF BUSINESS" TYPE IS CHECKED

<sup>a2</sup> MANDATORY IF TYPE IS      --> COMMERCIAL RETAIL; INDUSTRIAL; INVESTMENT; OFFICE; STORE WITH APT/OFFICE

<sup>a3</sup> MANDATORY IF TYPE IS      --> COMMERCIAL RETAIL; FARM; INDUSTRIAL; INVESTMENT; LAND; OFFICE; STORE WITH APT/OFFICE

**DETAILS (CONTINUED)**

<b>% BUILDING</b>	<b>OFFICE/APT AREA</b> <b>■4</b>	<b>OFFICE APARTMENT AREA CODE</b> <b>■4</b> (Check 1)					
		<input type="checkbox"/> % <input type="checkbox"/> Sq Ft <input type="checkbox"/> Sq Ft Divisible <input type="checkbox"/> Square Meters <input type="checkbox"/> Sq M Divisible					
<b>INDUSTRIAL AREA</b> <b>■5</b>	<b>INDUSTRIAL AREA CODE</b> <b>■5</b> (Check 1)						
	<input type="checkbox"/> % <input type="checkbox"/> Sq Ft <input type="checkbox"/> Sq Ft Divisible <input type="checkbox"/> Square Meters <input type="checkbox"/> Sq M Divisible						
<b>RETAIL AREA</b> <b>■6</b>	<b>RETAIL AREA CODE</b> <b>■6</b> (Check 1)						
	<input type="checkbox"/> % <input type="checkbox"/> Sq Ft <input type="checkbox"/> Sq Ft Divisible <input type="checkbox"/> Square Meters <input type="checkbox"/> Sq M Divisible						
<b>APPROXIMATE AGE</b> (Check 1)	<b>AREA INFLUENCES</b> (Max 2)						
<input type="checkbox"/> New <input type="checkbox"/> 0-5 <input type="checkbox"/> 6-15 <input type="checkbox"/> 16-30 <input type="checkbox"/> 31-50 <input type="checkbox"/> 51-99 <input type="checkbox"/> 100+	<input type="checkbox"/> Greenbelt/Conservation <input type="checkbox"/> Major Highway <input type="checkbox"/> Public Transit <input type="checkbox"/> Recreation/Community Centre <input type="checkbox"/> Skiing <input type="checkbox"/> Subways						
<b>PHYSICALLY HANDICAPPED-EQUIPPED</b>	<b>BASEMENT</b> <b>■7</b>	<b>UFFI</b> (Check 1)					
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> No <input type="checkbox"/> Partially Removed <input type="checkbox"/> Removed <input type="checkbox"/> Yes					
<b>CLEAR HEIGHT</b> <b>■5</b>	<b>SPRINKLERS</b> <b>■12</b>	<b>UTILITIES</b> <b>■3</b>	<b>BAY SIZE</b>				
Feet	Inches	<input type="checkbox"/> No <input type="checkbox"/> Partial <input type="checkbox"/> Yes	<input type="checkbox"/> Available <input type="checkbox"/> None <input type="checkbox"/> Yes	Width Feet	Width Inches	Length Feet	Length Inches
<b>AMPS</b>	<b>VOLTS</b>	<b>WATER</b> (Check 1)					
		<input type="checkbox"/> Both <input checked="" type="checkbox"/> Municipal <input type="checkbox"/> None <input type="checkbox"/> Other <input type="checkbox"/> Well					
<b>WATER SUPPLY TYPE</b> (Max 4)							
<input type="checkbox"/> Bored Well <input type="checkbox"/> Chlorination <input type="checkbox"/> Cistern <input type="checkbox"/> Comm Well <input type="checkbox"/> Drilled Well <input type="checkbox"/> Dug Well <input type="checkbox"/> Iron/Mineral Filter <input type="checkbox"/> Lake/River <input type="checkbox"/> None <input type="checkbox"/> Reverse Osmosis <input type="checkbox"/> Sediment Filter <input type="checkbox"/> Shared Well <input type="checkbox"/> Water System							
<b>AIR CONDITIONING</b> <b>■8</b>	<b>HEAT TYPE</b> <b>■9</b> (Select applicable)						
<input type="checkbox"/> No <input type="checkbox"/> Partial <input type="checkbox"/> Yes	<input type="checkbox"/> Baseboard <input type="checkbox"/> Gas Forced Air Closed <input type="checkbox"/> Oil Forced Air <input type="checkbox"/> Propane Gas <input type="checkbox"/> Water Radiators <input type="checkbox"/> Electric Forced Air <input type="checkbox"/> Gas Forced Air Open <input type="checkbox"/> Oil Hot Water <input type="checkbox"/> Radiant <input type="checkbox"/> Woodburning <input type="checkbox"/> Electric Hot Water <input type="checkbox"/> Gas Hot Water <input type="checkbox"/> Oil Steam <input type="checkbox"/> Solar <input type="checkbox"/> Fan Coil <input type="checkbox"/> None <input type="checkbox"/> Other <input type="checkbox"/> Steam Radiators						
<b>WASHROOMS</b>	<b>TRUCK LEVEL SHIPPING DOORS #</b> <b>■5</b>	<b>TRUCK LEVEL SHIPPING DOORS DIMENSIONS</b> <b>■5</b>					
		Height Feet	Height Inches	Width Feet	Width Inches		
<b>DOUBLE MAN SHIPPING DOORS #</b> <b>■5</b>		<b>DOUBLE MAN SHIPPING DOORS DIMENSIONS</b> <b>■5</b>					
		Height Feet	Height Inches	Width Feet	Width Inches		
<b>DRIVE-IN LEVEL SHIPPING DOORS #</b> <b>■5</b>		<b>DRIVE-IN LEVEL SHIPPING DOORS DIMENSIONS</b> <b>■5</b>					
		Height Feet	Height Inches	Width Feet	Width Inches		

■3 MANDATORY IF TYPE IS --> COMMERCIAL RETAIL; FARM; INDUSTRIAL; INVESTMENT; LAND; OFFICE; STORE WITH APT/OFFICE

■4 MANDATORY IF TYPE IS --> OFFICE; STORE WITH APT/OFFICE

■5 MANDATORY IF TYPE IS --> INDUSTRIAL

■6 MANDATORY IF TYPE IS --> COMMERCIAL RETAIL; STORE WITH APT/OFFICE

■7 MANDATORY IF TYPE IS --> SALE OF BUSINESS; STORE WITH APT/OFFICE

■8 MANDATORY IF TYPE IS --> COMMERCIAL RETAIL; INDUSTRIAL; INVESTMENT; OFFICE; SALE OF BUSINESS; STORE W APT/OFFICE

■9 NOT MANDATORY IF TYPE IS --> LAND

■10 MANDATORY IF TYPE IS --> OFFICE

■11 MANDATORY IF TYPE IS --> LAND

■12 MANDATORY IF TYPE IS --> COMMERCIAL RETAIL; INDUSTRIAL; OFFICE; STORE WITH APT/OFFICE



## DETAILS (CONTINUED)

GRADE LEVEL SHIPPING DOORS # <b>■5</b>		GRADE LEVEL SHIPPING DOORS DIMENSIONS <b>■5</b>									
		Height Feet	Height Inches	Width Feet	Width Inches						
<b>ELEVATOR</b> <b>■10</b> (Check 1)		<b>GARAGE TYPE</b> <b>■8</b> (Check 1)									
<input type="checkbox"/> Freight+Public <input type="checkbox"/> Freight <input type="checkbox"/> None <input type="checkbox"/> Public		<input type="checkbox"/> Boulevard <input type="checkbox"/> Covered <input type="checkbox"/> Double Detached <input type="checkbox"/> In/Out	<input type="checkbox"/> Lane <input type="checkbox"/> None <input type="checkbox"/> Other <input type="checkbox"/> Outside/Surface	<input type="checkbox"/> Pay <input type="checkbox"/> Plaza <input type="checkbox"/> Public <input type="checkbox"/> Reserved Assigned	<input type="checkbox"/> Single Detached <input type="checkbox"/> Street <input type="checkbox"/> Underground <input type="checkbox"/> Valet	<input type="checkbox"/> Visitor					
<b>PARKING SPACES</b>		<b>NUMBER OF TRAILER PARKING SPOTS</b>		<b>OUTSIDE STORAGE</b>	<b>RAIL</b> <b>■5</b> (Check 1)	<b>CRANE</b>					
				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Available <input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> Yes <input type="checkbox"/> No					
<b>SURVEY</b>	<b>SOIL TEST</b> (Check 1)										
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Construction Audit <input type="checkbox"/> Construction+Environmental <input type="checkbox"/> Environmental Audit <input type="checkbox"/> No <input type="checkbox"/> Yes										
<b>SEWERS</b> <b>■11</b> (Check 1)											
<input type="checkbox"/> None <input type="checkbox"/> Septic Available							<input type="checkbox"/> Sanitary <input type="checkbox"/> Septic	<input type="checkbox"/> Sanitary Available <input type="checkbox"/> Storm	<input checked="" type="checkbox"/> Sanitary+Storm <input type="checkbox"/> Storm Available	<input type="checkbox"/> Sanitary+Storm Available	
<b>FARM FEATURES</b> (Max 24)											
<input type="checkbox"/> Barn Cleaner <input type="checkbox"/> Barn Hydro <input type="checkbox"/> Barn Water <input type="checkbox"/> Barn Well		<input type="checkbox"/> Cold Storage <input type="checkbox"/> Dry Storage <input type="checkbox"/> Equipment Included <input type="checkbox"/> Feed System		<input type="checkbox"/> Fence - Electric <input type="checkbox"/> Irrigation System <input type="checkbox"/> Liquid Tank <input type="checkbox"/> Loading Yard		<input type="checkbox"/> Manure Pit <input type="checkbox"/> Milking System <input type="checkbox"/> Paddock <input type="checkbox"/> Pasture		<input type="checkbox"/> Quotas <input type="checkbox"/> Slats <input type="checkbox"/> Stalls <input type="checkbox"/> Track		<input type="checkbox"/> Tractor Access <input type="checkbox"/> Windbreak <input type="checkbox"/> Other <input type="checkbox"/> None	
<b>YEAR BUILT</b>											
<b>YEAR BUILT SOURCE</b>							<input type="checkbox"/> MPAC <input type="checkbox"/> Appraiser <input type="checkbox"/> Assessor <input type="checkbox"/> Builder <input type="checkbox"/> Estimated <input type="checkbox"/> LBO Provider <input type="checkbox"/> Other <input type="checkbox"/> Owner <input type="checkbox"/> Plans				

- 5 MANDATORY IF TYPE IS** --> INDUSTRIAL
- 6 MANDATORY IF TYPE IS** --> COMMERCIAL RETAIL; STORE WITH APT/OFFICE
- 7 MANDATORY IF TYPE IS** --> SALE OF BUSINESS; STORE WITH APT/OFFICE
- 8 MANDATORY IF TYPE IS** --> COMMERCIAL RETAIL; INDUSTRIAL; INVESTMENT; OFFICE; SALE OF BUSINESS; STORE W APT/OFFICE
- 9 NOT MANDATORY IF TYPE IS** --> LAND
- 10 MANDATORY IF TYPE IS** --> OFFICE
- 11 MANDATORY IF TYPE IS** --> LAND
- 12 MANDATORY IF TYPE IS** --> COMMERCIAL RETAIL; INDUSTRIAL; OFFICE; STORE WITH APT/OFFICE

## COMMENTS

**REMARKS FOR CLIENTS** (2000 characters)

**OFFER REMARKS (SELLER DIRECTION)** (500 characters)



## COMMENTS (CONTINUED)

**INCLUSIONS** (1000 characters)

**EXCLUSIONS** (300 characters)

**RENTAL ITEMS/UNDER CONTRACT** (250 characters)

**UNDER CONTRACT MONTHLY COSTS** (250 characters)

**REALTOR ONLY REMARKS** (1050 characters)

Do not walk the property without contacting the listing agent



## FINANCIAL INFORMATION

FINANCIAL STATEMENT	CHATTELS	FRANCHISE	DAYS OPEN	
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Open 1 Day <input type="checkbox"/> Open 2 Days <input type="checkbox"/> Open 3 Days <input type="checkbox"/> Open 4 Days <input type="checkbox"/> Open 5 Days <input type="checkbox"/> Open 6 Days <input type="checkbox"/> Open 7 Days <input type="checkbox"/> Varies	
HOURS OPEN (255 characters)				
EMPLOYEES		SEATS	LL.B.O	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
BUSINESS/BUILDING NAME (100 characters)				
TAXES EXPENSE		INSURANCE EXPENSE	MANAGEMENT EXPENSE	MAINTENANCE EXPENSE
HEAT EXPENSE		HYDRO EXPENSE	WATER EXPENSE	OTHER EXPENSE
GROSS INCOME/SALES		VACANCY ALLOWANCE	OPERATING EXPENSE	NET INCOME BEFORE DEBT
ESTIMATED INVENTORY VALUE AT COST		COMMON AREA UPCHARGE	PERCENTAGE RENT	EXPENSES ACTUAL/ESTIMATED **
				<input type="checkbox"/> Actual <input type="checkbox"/> Estimated
YEAR EXPENSE **				

\* MANDATORY IF TYPE "SALE OF BUSINESS" IS CHECKED IN DETAILS SECTION

\*\* COMPLETE ONLY IF YOU HAVE ENTERED ANY AMOUNT(S)

## OTHER

LISTING BROKERAGE	LISTING BROKERAGE PHONE	LISTING BROKERAGE FAX
CBRE Limited	(416) 494-0600	
SALESPERSON 1	SALESPERSON 1 PHONE	
Lauren White	4164956223	
SALESPERSON 2 BROKERAGE **	SALESPERSON 2 PHONE **	
CBRE Limited	4164956306	
SALESPERSON 2	Emelie Rowe	
SALESPERSON 3 BROKERAGE ***	SALESPERSON 3 PHONE ***	
SALESPERSON 3		
SALESPERSON 4 BROKERAGE ****		
SALESPERSON 4	SALESPERSON 4 PHONE ****	
COMMISSION TO CO-OPERATING BROKERAGE (50 characters)	SELLER PROPERTY INFO STATEMENT	ENERGY CERTIFICATE
2%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

\*\* MANDATORY IF A VALUE FOR SALESPERSON 2 IS SELECTED

\*\*\* MANDATORY IF A VALUE FOR SALESPERSON 3 IS SELECTED

\*\*\*\* MANDATORY IF A VALUE FOR SALESPERSON 4 IS SELECTED

## OTHER (CONTINUED)

CERTIFICATE LEVEL (25 characters)		GREEN PROPERTY INFO STATEMENT	DISTRIBUTE TO INTERNET
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
DISPLAY ADDRESS ON INTERNET		DISTRIBUTE TO DDF/IDX	PERMISSION TO CONTACT LISTING BROKER TO ADVERTISE
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
REALTOR® SIGN ON PROPERTY	APPOINTMENTS/SHOWING REMARKS (250 characters)		
<input type="checkbox"/> Yes <input type="checkbox"/> No			
SHOWING REQUIREMENTS (Max 6)			
<input type="checkbox"/> Go Direct <input type="checkbox"/> Lockbox <input type="checkbox"/> See Brokerage Remarks <input type="checkbox"/> Showing System <input type="checkbox"/> List Brokerage <input type="checkbox"/> List Salesperson			
OCCUPANCY (Check 1)		CONTACT AFTER EXPIRED	
<input type="checkbox"/> Owner + Tenant <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Partial <input type="checkbox"/> Tenant <input type="checkbox"/> Vacant		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
UNBRANDED VIRTUAL TOUR URL 1 (255 characters)			
UNBRANDED VIRTUAL TOUR URL 2 (255 characters)			
BRANDED VIRTUAL TOUR URL 1 (255 characters)			
BRANDED VIRTUAL TOUR URL 2 (255 characters)			
SALES BROCHURE URL (255 characters)			
ADDITIONAL PICTURES URL (200 characters)			
ALTERNATE FEATURE SHEET URL (200 characters)			
MAP LOCATION URL (255 characters)			
SOUND BITE URL (255 characters)			

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

SIGNATURE \_\_\_\_\_

DATE / /  
MM DD YYYY

SIGNATURE \_\_\_\_\_

DATE / /  
MM DD YYYY



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

This is a Multiple Listing Service® Agreement



OR

Exclusive Listing Agreement

EXCLUSIVE

BETWEEN:

BROKERAGE:

(Seller's Initials)

(Seller's Initials)

CBRE Limited

.....(the "listing Brokerage") Tel. No. ....

SELLER: KSV Restructuring Inc., Court-appointed Receiver of Brooklin Olde Towne Inc. and not in its personal or corporate capacity .....(the "Seller")

DESIGNATED REPRESENTATIVE(S): Mike Czestochowski

(Name of Salesperson/Broker/Broker of Record)

Lauren White, Emelie Rowe, Evan Stewart, Nicholas Webster

The Designated Representative will be providing services and representation to the Seller and the Listing Brokerage provides services but not representation.

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

Anderson St &amp; Courtland Ave, Whitby .....(the "Property")

the Seller hereby gives the Listing Brokerage the exclusive and irrevocable right to act as the Seller's agent,

commencing at ..... on the ..... day of ..... January ..... , 20 26 ,  
(a.m./p.m.)

and expiring at 11:59 p.m. on the ..... day of ..... July ..... , 20 26 .....(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 Trust in Real Estate Services Act, 2002 (TRESA), the Listing Brokerage must obtain the Seller's initials.

(Seller's Initials)

to offer the Property for sale at a price of: Dollars (CDN\$) ..... \$1 .....

one dollar

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)

Schedule A, ..... B, C, D &amp; Rider to LA, attached hereto forms part of this Agreement, of which Schedule A sets out the details with respect to the services, confidentiality and representation of the Listing Brokerage and Designated Representative.

**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. "Self-represented assistance" shall mean assistance provided to a self-represented party. 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 Trust in Real Estate Services Act, 2002 (TRESA). 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:

(i) the Seller agrees to pay the Listing Brokerage a commission of ..... 3 ..... % of the sale price of the Property or 2% if solely completed by the listing team. In case of a credit bid or redemption, see schedule B.

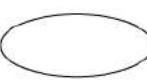
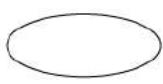
("total commission") for any valid offer to purchase the Property from any source whatsoever obtained during the Listing Period, as may be acceptable to the Seller.

(ii) 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 ..... 1 ..... % of the sale price of the Property or .....

Payment to the co-operating brokerage shall be made by the Listing Brokerage out of the total commission calculated above.

All amounts set out as commission are to be paid plus applicable taxes on such commission. (Seller's Initials)

~~The Seller further agrees that the total commission calculated above shall be payable to the Listing Brokerage even if there is no co-operating brokerage.~~

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

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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.

~~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.~~

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

**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 require the Seller's written consent to represent both the Seller and the buyer for the transaction. 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.

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;
- the Listing Brokerage shall not disclose to the buyer the terms of any other offer, unless otherwise directed in writing by the Seller; and
- the Listing Brokerage shall not disclose to the Seller the terms of any other offer by the buyer.

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.

**MULTIPLE REPRESENTATION AND DESIGNATED REPRESENTATION:** The Seller understands and acknowledges where both the Seller and buyer are represented by a designated representative of the Listing Brokerage, multiple representation will not result, unless that designated representative represents more than one client in the same trade, and will require consent in writing for such multiple representation. In the event of multiple representation and designated representation, the Listing Brokerage's duty of disclosure to both the Seller and the buyer client is as more particularly set out in the agreement with the respective Seller or buyer.

**4. NOTICES:** 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. The Listing Brokerage shall not be appointed or authorized to be agent for either the Seller or the buyer for the purpose of giving and receiving notices where the Designated Representative of the Listing Brokerage represents both the Seller and the buyer (multiple representation). Where the buyer is a self-represented party the Listing Brokerage shall not be appointed or authorized to be agent for the purpose of giving and receiving notices for the self-represented party.

**5. FINDERS FEES:** ~~The Seller acknowledges that the Listing 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 Listing Brokerage in addition to the Commission as described above.~~

**6. 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 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.

**7. 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.

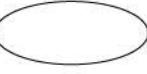
**8. WARRANTY:** The Seller represents and warrants that the Seller has the exclusive authority and power to execute this Authority to offer the Property for sale and that the Seller has informed the Listing Brokerage of any third party interests or claims on the Property such as rights of first refusal,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

**9. INDEMNIFICATION AND INSURANCE:** The Seller will not hold the Listing Brokerage and representatives of the Listing 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 Listing 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 Listing 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.~~

**10. ENVIRONMENTAL INDEMNIFICATION:** ~~The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Listing 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.~~

**11. 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.

**INITIALS OF LISTING BROKERAGE:** 

**INITIALS OF SELLER(S):** 

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**12. 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.

**13. USE AND DISTRIBUTION OF INFORMATION:** The Seller consents to the collection, use and disclosure of personal information by the Listing 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 Listing 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 Listing 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 Listing 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:	<input type="checkbox"/>	<input type="checkbox"/>
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

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

**15. 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 Listing Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.

**16. 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.

**17. 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.

**THE LISTING BROKERAGE AND THE DESIGNATED REPRESENTATIVE OF THE LISTING BROKERAGE AGREE TO MARKET THE PROPERTY ON BEHALF OF THE SELLER AND THE DESIGNATED REPRESENTATIVE OF THE LISTING BROKERAGE SHALL 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) ..... Daniel Reid ..... (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 any 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., Court-appointed Receiver of Brooklin Olde Towne Inc. and not in its personal or corporate capacity

(Name of Seller) ..... (Seal) ..... (Date) ..... (Tel. No.)

(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 ..... Lauren White ..... (Name of Salesperson/Broker/Broker of Record)

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

(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 - Commercial

## Seller Designated Representation Agreement

## Authority to Offer for Sale

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

**BROKERAGE:** ..... **CBRE Limited** ..... and

**SELLER:** ..... KSV Restructuring Inc., Court-appointed Receiver of Brooklin Olde Towne Inc. and not in its personal or corporate capacity

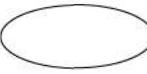
**PROPERTY:** ..... **Anderson St & Courtland A** .....

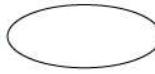
This Schedule to the Agreement, *inter alia*, sets out the details of the provision of services by the Listing Brokerage and the provision of services, confidentiality and representation by the Designated Representative of the Listing Brokerage, and subject to the terms of Clause 15 in the Agreement (Conflict or Discrepancy), is in addition to provision of services, confidentiality and representation set out in the Agreement.

**PIN:** 162640963

**Legal:** BLOCK 53, PLAN 40M2207 SAVE AND EXCEPT PART 1 PLAN DR974640 TOWN OF WHITBY

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

**INITIALS OF LISTING BROKERAGE:** 

**INITIALS OF SELLER(S):** 

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# Schedule B

## 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:** ..... **CBRE Limited** ..... and

**SELLER:** ..... **KSV Restructuring Inc., Court-appointed Receiver of Brooklin Olde Towne Inc. and not in its personal or corporate capacity** .....

for the property known as ..... **Anderson St & Courtland Ave, Whitby** .....

..... dated the ..... day of ..... **January** ..... **2026** .....

**Credit Bid Fee, or partial credit bid fee (consisting of both credit and cash), by any of the mortgagees or their assignee (such bid to be approved by the Court) :**

- Flat fee of \$100,000 (plus HST)

**Redemption Fee in the event of a redemption by the mortgagor or its assignee or if the borrower brings the mortgage current (such redemption to be approved by the Court) :**

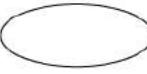
- Flat fee of \$100,000 (plus HST)

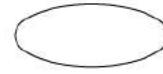
**A redemption fee is not payable if a credit bid or partial credit bid fee is payable, and vice versa.**

**Similarly, neither a redemption fee nor a credit bid (or partial credit bid) fee is payable if a commission fee is payable under this listing agreement.**

**In the event that the Property has been launched and marketed to the full extent of the services outlined in Schedule C, and the Seller receives one or more binding offers within the value range as listed in the proposal, and the Seller elects not to accept any such binding offers between [REDACTED] or otherwise proceed with the sale of the Property, CBRE shall be entitled to a marketing fee in the amount of \$100,000 (plus HST) (the "Marketing Fee"). The Marketing Fee shall be paid within 30 days following receipt of an invoice therefore from CBRE and shall be paid pursuant to the instructions in the invoice.**

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

**INITIALS OF BROKERAGE:** 

**INITIALS OF SELLER(S):** 

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**Schedule C**  
**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:** ..... **CBRE Limited** ..... and

**SELLER:** ..... **KSV Restructuring Inc.**, Court-appointed Receiver of Brooklin Olde Towne Inc. and not in its personal or corporate capacity

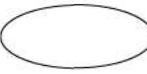
for the property known as ..... **Anderson St & Courtland Ave, Whitby** .....

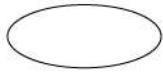
..... dated the ..... day of ..... **January** ..... , **20 26** .....

Under the terms of this Agreement, CBRE agrees to provide the Receiver the following commercial real estate brokerage services;

- (a) Perform financial analysis on the Property;
- (b) Assemble and package due diligence materials;
- (c) Prepare marketing materials for use in promoting the Property with CBRE being responsible for all reasonable marketing costs;
- (d) Advise the Receiver of the various steps in achieving the sale of the Property;
- (e) Compile a list of purchasers that may be interested in the Property;
- (f) Execute a marketing program for the Property;
- (g) Day-to-day management of the marketing process, including co-ordination of due diligence, assisting the Receiver and third parties, facilitating tours and information requests, and other duties as required;
- (h) Receiving offers for the Property;
- (i) Advising the Receiver with respect to such interest and offers;
- (j) Assisting the Receiver in negotiations, structuring and documentation of the transaction with the purchaser until closing;
- (k) Provide such other advice or services as may be required in order to carry out responsibilities

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

**INITIALS OF BROKERAGE:** 

**INITIALS OF SELLER(S):** 

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**Schedule D**  
**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:** CBRE Limited ..... and

**SELLER:** KSV Restructuring Inc., Court-appointed Receiver of Brooklin Olde Towne Inc. and not in its personal or corporate capacity.....

for the property known as ..... Courtland & Anderson.....

..... dated the ..... day of January ..... , 20 26

Remove #8 "warranty" clause. See #13 in Rider to LA

Lines in the #9 "Indemnification and Insurance" clause to be removed: "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 cooperating brokerage made by anyone who attends or visits the Property.

Remove clause #11 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.

Lines in the #13 "Use and Distribution of Information" clause to be removed: "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".

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

**INITIALS OF BROKERAGE:** 

**INITIALS OF SELLER(S):** 

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## **Rider – CBRE Listing Agreement**

Notwithstanding anything contained in the Agreement, each of the Listing Brokerage and the Seller acknowledges and agrees as follows:

**1. Termination and suspension Rights.** The Seller may without penalty or cost to the Seller terminate the Agreement at any time, if: (i) the Listing Brokerage is in default hereunder or under any other agreement with the Seller or (ii) it no longer wishes to sell the Property. In addition, this Agreement shall automatically terminate without penalty or cost to the Seller if: (a) the order of the Ontario Superior Court of Justice (Commercial List) dated November 20, 2025 (the “**Receivership Order**”) is revoked, overturned on appeal, suspended or terminated; and/or (b) the Seller is restricted in or enjoined from dealing with the Property by a court of competent jurisdiction.

In addition, upon mutual agreement between Listing Brokerage and the Seller, without penalty or cost to the Seller, the Seller may suspend this Agreement at any time during the Listing Period (the “**Suspension Period**”). Upon receipt by the Listing Brokerage of a notice of Suspension Period from the Seller, the parties agree that the Property shall be taken off the market temporarily, such that no active marketing activity shall be conducted during the Suspension Period until termination of the Suspension Period.

**2. Listing Period.** The term of this Agreement shall begin on January **[ ]**, 2026 (the “**Commencement Date**”) and shall expire, subject to any Suspension Period, on July **[ ]**, 2026 (the “**Listing Period**”). Notwithstanding any other provision in this Agreement, the Listing Brokerage shall not advertise the Property until the Seller provides express authority to do so and all marketing materials have been approved.

**3. Price.** While it is the Seller’s intention to obtain the highest and best offer for the Property, the Listing Brokerage acknowledges and agrees that the Seller need not accept the highest offer and/or the best offer or any offer, and that acceptance by the Seller of any offer for the Property is subject at all times to the Seller’s approval in its sole and absolute discretion and approval by the Court. No fee, commission or other compensation is payable to the Listing Brokerage (except for the Marketing Fee as detailed in Schedule B) in respect of the Property unless and until the sale of the Property has been completed and the purchase price consideration payable to the Seller has been paid in its entirety.

**5. Listing Brokerage’s Duties.** The Listing Brokerage covenants and agrees with the Seller to:

(a) unless otherwise agreed by the Seller, diligently market the Property for sale and use commercially reasonable efforts to sell the Property;

(b) ensure that there is continuity in the assignment of individual staff members and partners to the work performed by the Listing Brokerage under the terms of this engagement. In particular, the Listing Brokerage agrees to ensure that individual staff members originally assigned, including Mike Czestochowski, Lauren White, Emelie Rowe and Evan Stewart (together, the “**Listing Team**”), to perform work in connection with the Listing Brokerage’s engagement, will each be available and will devote the time required to undertake the assignment contemplated herein;

(c) subject to the instructions of the Seller, together with the Seller’s counsel, assist the Seller in negotiating binding agreements of purchase and sale with respect to the Property, subject to Court approval, with those parties identified by the Seller. Only the Seller shall have authority to accept offers and the Listing Brokerage shall not have any authority whatsoever

to enter into any sale, financing or other contract on behalf of the Seller and/or to otherwise bind the Seller in any manner whatsoever;

(d) continue to assist the Seller in connection with the sale of the Property and seeking Court approval after the execution of a binding agreement of purchase and sale with respect to the same until such sale has been successfully concluded; and

(e) unless the Seller's written consent is provided in advance, to act solely for the benefit of the Seller in connection with the marketing and sale of the Property and not to have any direct or indirect interest in any entity purchasing or proposal to purchase the Property and not to receive any payments or other benefits from said purchasers or potential purchasers.

**6. Commission Payable to the Listing Brokerage.** The commission payable to the Listing Brokerage shall be as set out in Section 2 and Schedule B of the Agreement.

Any fee, commission or other compensation payable to the Listing Brokerage in connection with a holdover period, being 180 days from the termination of the Listing Agreement ("Holdover Period"), shall: (a) only apply to those purchasers who were introduced to the Seller or to the Property by the Listing Brokerage during the Listing Period and who the Listing Brokerage has previously disclosed in writing to the Seller no later than three (3) days following the earlier of the expiration or termination of the Agreement; and (b) be reduced by any fee, commission and/or other compensation paid to another broker or agent for the sale of the Property as the new Listing Brokerage (the "New Agent") on the basis of an agreement with the New Agent entered into with respect to the Holdover Period. If the Listing Brokerage had introduced up to a maximum of two (2) different prospective *bona fide* purchasers to the Seller during the Listing Period (each being a "Serious Prospect") and said Serious Prospect had entered into material negotiations with the Seller to purchase the Property, but said material negotiations had not resulted in a binding agreement of purchase and sale, to the extent that each of the Listing Brokerage and the Seller agree in writing to designate said prospective purchaser as a Serious Prospect prior to the expiration of the Listing Period, and so long as the Seller is not prohibited from doing so, and provided that the New Agent has agreed to forego its fee should a sale to a Serious Prospect be completed, the Listing Brokerage shall be entitled to its commission in connection with the transaction being completed with the Serious Prospect upon terms and conditions acceptable to the Seller in their sole and absolute discretion, which transaction must be subject to Court approval and a binding and unconditional agreement of purchase and sale executed by each of the parties thereto prior to the expiration of the Holdover Period. Notwithstanding any other provision hereof, during the Holdover Period, the Listing Brokerage will not be entitled to any commission, payment or fee as the Seller's agent if the Listing Team represents the purchaser.

The Seller hereby instructs its solicitors to distribute payment to the Listing Brokerage in the amount noted above directly out of the proceeds of sale in accordance with an accepted agreement of purchase and sale and to have same addressed as a closing cost to the transaction.

**7. Acknowledgments.** The Listing Brokerage acknowledges and agrees in favour of the Seller that: (a) the Property is to be marketed and sold on an "as is, where is" basis and, accordingly, any agreement of purchase and sale shall provide an acknowledgment by such purchaser that the Property is being sold by the Seller on an "as is, where is" basis, and that no representations or warranties are being provided by Seller or Listing Brokerage; (b) the Seller will vest title to the Property by way of an approval and vesting order issued by the Court; and (c) the sale of the Property requires the prior approval of the Court in said Court's sole and absolute discretion.

**8. Advertisement Expenses, Third Party Consultants and Reporting.** All advertising and sales promotion shall be subject to the approval of the Seller and all such advertisement and promotional material shall be prepared, published and distributed by the Listing Brokerage and shall be at the expense of the Listing Brokerage. All third-party reports and legal service fees requested and/or approved by the Seller shall be at the expense of the Seller. The Listing Brokerage agrees to provide the Seller with detailed reporting regarding the status of the Sale Process, including weekly lists of its solicitation efforts, the parties interested in the opportunity, the status of their diligence and such other information as is reasonably requested by Seller to be kept apprised of all material developments. The Listing Brokerage will participate in no less than one daily update call with the Seller, in Seller's discretion.

**9. Indemnity.** The Listing Brokerage confirms that it owes an obligation to the Seller and its directors, officers, employees, agents and advisors (collectively, the "**Indemnified Parties**") to carry out its activities in a competent and professional manner acting reasonably and in good faith. As such, the Listing Brokerage hereby indemnifies the Indemnified Parties with respect to claims made by third parties against the Indemnified Parties arising out of the Listing Brokerage's (including its officers, employees, agents and the Listing Team) gross negligence or willful misconduct, including its failure to comply with its obligations hereunder. The parties agree that this Indemnity section shall not apply if any of the claims are a result of the Seller's willful misconduct or gross negligence. This indemnity shall survive the expiration or termination of the Agreement.

**10. Confidentiality.** The Listing Brokerage shall treat and shall cause its agents to treat as confidential and shall not disclose, during as well as after the rendering of the service contracted herein, except where legally required by law, any confidential information, records or documents to which the Listing Brokerage becomes privy as a result of its performance of the Agreement and shall take all necessary steps to ensure the confidentiality of information in the Listing Brokerage's possession or control. The Listing Brokerage acknowledges that the Seller may disclose this Agreement in its sole and absolute discretion, including to stakeholders, creditors and the Court.

The Listing Brokerage agrees to collect, use, communicate, transmit, disclose, process, preserve and destroy any confidential information in accordance with the Agreement, except as required by law to be retained or pursuant to Listing Brokerage's automatic, ordinary course archiving, and only for the purpose of the reasonable performance by the Listing Brokerage of its responsibilities hereunder and according to the instructions of the Seller. The Listing Brokerage will not distribute, sell, search for license, rent, transfer or disclose any confidential information for its benefit or for the benefit of a party other than the Seller, without the prior written consent of the Seller.

The Listing Brokerage agrees not to use the name or logo of the Seller, the mortgagee, or any party related to these proceedings, or any of their affiliates including, without limitation, in its publicity or list of customers or partners as well as in connection with any public communication made verbally or in writing, in any medium whatsoever. In the event that the Listing Brokerage wishes to make such use of any of the foregoing names, it shall obtain the Seller's or mortgagee's prior written approval, as applicable, relating to such use and, where appropriate, the text in such name is to be used. The Seller or the mortgagee may, in its sole discretion, accept or refuse to give its approval.

**11. Assignment.** This Agreement shall not be assigned in whole or in part by the Listing Brokerage without the prior written consent of the Seller which consent may be unreasonably and/or arbitrarily withheld and any assignment made without that consent is void and of no effect.

**12. Seller's Capacity.** Notwithstanding the foregoing or anything else contained herein or elsewhere, the Listing Brokerage acknowledges and agrees that approval of the Sale Process (including the retention of the Listing Brokerage) and any transaction or transactions involving a sale of the Property requires the prior approval of the Court in the Court's sole and absolute discretion. The Listing Brokerage acknowledges that the Seller is entering into this Agreement solely in its capacity as receiver and not in its personal or corporate capacity and that KSV Restructuring Inc. shall have no personal liability under or in connection with this Agreement in any circumstance whatsoever, and expressly disclaims any such liability

**13. Warranty.** Subject to Section 12 above and the remainder of this Section 13, the Seller represents and warrants that upon approval by the Court the Seller will have the exclusive authority and power to execute this Agreement and to authorize the Listing Brokerage to offer the Property for sale. Notwithstanding the foregoing, the Listing Brokerage acknowledges and agrees that the Seller has only limited knowledge about the Property and cannot confirm any third-party interests or claims with respect to the Property.

**14. Execution.** This Agreement and any other agreement delivered in connection therewith, and any amendments thereto, may be executed by electronic copy or such similar format and if so executed and transmitted, will be for all purposes as effective as if the parties had delivered an executed original of this Agreement, or such other agreement or amendment, as the case may be, and shall be deemed to be made when the receiving party confirms this Agreement, or such agreement or amendment, as the case may be, to the requesting party by electronic copy or such similar format. This Agreement may be executed in several counterparts, and each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and, notwithstanding their date of execution, shall be deemed to bear date as of the date first written above.

**15. Jurisdiction.** This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario. If any provision hereof is invalid or unenforceable in any jurisdiction where this Agreement is to be performed, such provision shall be deemed to be deleted and the remaining portions of this Agreement shall remain valid and binding on the parties hereto.

**16. Finder's Fees.** The Seller does not consent to the Listing Brokerage (or its respective affiliates) receiving and retaining, in addition to the commission provided for or otherwise contemplated in this Agreement (including the Listing Fee), a finder's fee for any financing or sale of the Property or any other transaction related to the Property.

**17. 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, provided such authorizations expressly prohibit any inspections by such regulatory authorities. For greater certainty, none of the Listing Brokerage or the Listing Brokerage's representatives may bind the Seller or execute any documentation on behalf of the Seller. The Seller hereby authorizes, instructs and directs the above noted regulatory authorities, governments, mortgagees or others to release any and all information to the Listing Brokerage.

**18. Conflict of interest** The Listing Brokerage represents and warrants that neither it nor its representatives are in a Conflict of Interest by providing the services contemplated in this Agreement or by entering into the Agreement. The Listing Brokerage undertakes, regarding the provision of the services contemplated in this Agreement, to comply, and to ensure that its representatives comply, with all applicable laws (including any applicable anti-corruption laws), regulations, governmental order and administrative policies. For the purpose of the Agreement, "**Conflict of Interest**" means any situation that would put into conflict (apparent, actual or potential) either the Listing Brokerage or its representatives' personal interests and

the interests of the Seller. In the event that a Conflict of Interest presents itself or is likely to present itself, the Listing Brokerage shall immediately inform the Seller who could, at its sole discretion, (a) provide the Listing Brokerage with instructions as to how to remedy such Conflict of Interest, or (b) terminate the Agreement without penalty or costs to the Seller.

This Agreement is accepted on \_\_\_\_\_ 2026.

**Mandatory Field**  
 All Property Types

 **Optional Field**  
 All Property Types

 **Initial Information**  
 Page

**MLS® LISTING #**
**LOCATION**

<b>ASSESSMENT ROLL # (ARN)</b>		<b>PIN #</b>	<b>ADDITIONAL PIN #</b>
		162640963	
<b>AREA</b>			
Durham			
<b>MUNICIPALITY</b>			
Whitby			
<b>COMMUNITY</b> *			
Brooklin			
<b>STREET DIRECTION PREFIX</b> (Check 1)		<b>STREET #</b>	<b>STREET NAME</b> (50 characters)
<input type="checkbox"/> E <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> W <input type="checkbox"/> NW <input type="checkbox"/> NE <input type="checkbox"/> SW <input type="checkbox"/> SE			Courtland & Anderson
<b>ABBREV.</b>	<b>STREET DIRECTION</b>	<b>APT/UNIT #</b>	<b>POSTAL CODE</b>
st	<input type="checkbox"/> E <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> W <input type="checkbox"/> NW <input type="checkbox"/> NE <input type="checkbox"/> SW <input type="checkbox"/> SE		L1M 2L3
<b>LEGAL DESCRIPTION (LOT, PLAN, CONCESSION)</b> (500 characters)			
BLOCK 53, PLAN 40M2207 SAVE AND EXCEPT PART 1 PLAN DR974640 TOWN OF WHITBY			
<b>PROPERTY MANAGEMENT COMPANY</b> (60 characters)		<b>LOT FRONT</b> **▲	<b>LOT DEPTH</b> **▲
		788.66	577.17
<b>LOT/BUILDING/UNIT CODE</b> ▲		<b>LOT SIZE CODE</b> ▲	<b>LOT IRRREGULARITIES</b> (40 characters)
<input checked="" type="checkbox"/> Lot <input type="checkbox"/> Building <input type="checkbox"/> Unit		<input checked="" type="checkbox"/> Feet <input type="checkbox"/> Metres	
<b>LOT SHAPE</b> (Check 1)			
<input type="checkbox"/> Irregular <input type="checkbox"/> Other <input type="checkbox"/> Pie <input type="checkbox"/> Rectangular <input type="checkbox"/> Reverse Pie <input type="checkbox"/> Square			
<b>LOT SIZE SOURCE</b> (Check 1)		<b>LOT SIZE AREA</b>	
<input checked="" type="checkbox"/> GeoWarehouse <input type="checkbox"/> MPAC <input type="checkbox"/> Other <input type="checkbox"/> Survey		8.35	
<b>LOT SIZE AREA CODE</b> (Check 1)			
<input checked="" type="checkbox"/> Acres <input type="checkbox"/> Hectares <input type="checkbox"/> Sq. Ft. Divisible <input type="checkbox"/> Sq. M. Divisible <input type="checkbox"/> Square Meters <input type="checkbox"/> Square Feet			
<b>WINTERIZED</b> (Check 1)		<b>ZONING</b> (50 characters)	
<input type="checkbox"/> Fully <input type="checkbox"/> Partial <input type="checkbox"/> No		M1A/I*	
<b>DIRECTIONS</b> (250 characters)			
<b>MAIN CROSS STREETS</b> (250 characters)			
Courtland Ave & Anderson St			

\* MANDATORY IF AVAILABLE

\*\* NOT MANDATORY FOR COMMERCIAL CONDO

▲ IF NOT APPLICABLE ENTER "0"

## AMOUNTS/DATES

<b>LIST PRICE</b>	<b>HST APPLICABLE TO SALE PRICE</b> (Max 3) <input checked="" type="checkbox"/> In Addition To <input type="checkbox"/> Included In <input type="checkbox"/> Not Subject to HST				<b>DEVELOPMENT CHARGES PAID</b> (Max 2) <input type="checkbox"/> Credit <input type="checkbox"/> No <input type="checkbox"/> Partial <input type="checkbox"/> Unknown <input type="checkbox"/> Yes
<b>LIST PRICE CODE</b> (Check 1)					<b>MINIMUM RENTAL TERM MONTHS</b>
<input checked="" type="checkbox"/> For Sale <input type="checkbox"/> Gross Lease <input type="checkbox"/> Hectares <input type="checkbox"/> Net Lease <input type="checkbox"/> Other <input type="checkbox"/> Per Acre <input type="checkbox"/> Per Sq Ft <input type="checkbox"/> Plus Stock <input type="checkbox"/> Sq Ft Gross <input type="checkbox"/> Sq Ft Net <input type="checkbox"/> Sq M Gross <input type="checkbox"/> Sq M Net					
<b>MAXIMUM RENTAL TERM MONTHS</b>	<b>TAXES</b>	<b>TAX YEAR</b>	<b>TAX TYPE</b> (Check 1) <input checked="" type="checkbox"/> Annual <input type="checkbox"/> N/A <input type="checkbox"/> T&O <input type="checkbox"/> TMI		
	\$53,367	2025			
<b>ASSESSMENT</b>	<b>ASSESSMENT YEAR</b>	<b>CONTRACT COMMENCEMENT</b>		<b>EXPIRY DATE</b>	
		01 /	/2026	07 /	/2026
<b>POSSESSION DATE</b> ♦ MM / DD / YYYY	<b>POSSESSION REMARKS</b> ♦ (75 characters) Immediate				
<b>POSSESSION TYPE</b> (Check 1) <input checked="" type="checkbox"/> Immediate <input type="checkbox"/> Flexible <input type="checkbox"/> Other <input type="checkbox"/> 1-29 days <input type="checkbox"/> 30-59 days <input type="checkbox"/> 60-89 days <input type="checkbox"/> 90+ days				<b>HOLDOVER DAYS</b> 180	
<b>SELLER NAME</b> (200 characters) KSV Restructuring Inc., Court-appointed Receiver of Brooklin Olde Towne Inc. and not in its personal or corporate capacity					
<b>MORTGAGE COMMENTS</b> (140 characters)					
<b>CONDO MAINTENANCE FEES MONTHLY</b> ♦♦			<b>PHASED IN TAX ASSESSED VALUE</b>		
<b>ROAD ACCESS FEE</b>			<b>LEASED LAND FEE</b>		
<b>LOCAL IMPROVEMENTS</b>	<b>LOCAL IMPROVEMENTS COMMENTS</b> (250 characters)				
<input type="checkbox"/> Yes <input type="checkbox"/> No					

♦ ONE OF POSSESSION DATE OR POSSESSION REMARKS IS MANDATORY

♦♦ MANDATORY FOR COMMERCIAL & INDUSTRIAL CONDOS ONLY

## DETAILS

<b>TYPE</b> (Check 1)	<b>CATEGORY</b> (Check 1)	<b>USE</b> (Check 1)
<input type="checkbox"/> Commercial Retail <i>(Do not use for Sale of Business)</i>	<input type="checkbox"/> Commercial Condo <input type="checkbox"/> Highway Commercial <input type="checkbox"/> Institutional * <sup>T1</sup> <input type="checkbox"/> Multi-Use <input type="checkbox"/> Retail <input type="checkbox"/> Service	<input type="checkbox"/> Automotive Related <input type="checkbox"/> Bank * <sup>T1</sup> <input type="checkbox"/> Church * <sup>T1</sup> <input type="checkbox"/> Health & Beauty Related <input type="checkbox"/> Hospitality/Food Related <input type="checkbox"/> Other * <sup>T1</sup> <input type="checkbox"/> Retail Store Related <input type="checkbox"/> School * <sup>T1</sup>
<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"/> Industrial	<input type="checkbox"/> Free Standing <input type="checkbox"/> Industrial Condo <input type="checkbox"/> Multi-Unit	<input type="checkbox"/> Cooler/Freezer/Food Inspect <input type="checkbox"/> Factory/ Manufacturing <input type="checkbox"/> Laboratory <input type="checkbox"/> Other <input type="checkbox"/> Transportation <input type="checkbox"/> Warehouse

...> **TYPE** Option Continues on Next Page

## DETAILS (CONTINUED)

TYPE (Check 1)	CATEGORY (Check 1)	USE (Check 1)
<input type="checkbox"/> Investment	<input type="checkbox"/> Accommodation	<input type="checkbox"/> Bed & Breakfast <input type="checkbox"/> Cabins/Cottages <input type="checkbox"/> Hotel/Motel/Inn <input type="checkbox"/> Other
	<input type="checkbox"/> Apartment	<input type="checkbox"/> Apts - 2 to 5 Units <input type="checkbox"/> Apts - 6 to 12 Units <input type="checkbox"/> Apts - 13 to 20 Units <input type="checkbox"/> Apts - Over 20 Units <input type="checkbox"/> Other <input type="checkbox"/> Senior Residence
	<input type="checkbox"/> Industrial	
	<input type="checkbox"/> Office	<input type="checkbox"/> Medical/Dental <input type="checkbox"/> Other <input type="checkbox"/> Professional Office
	<input type="checkbox"/> Recreational	<input type="checkbox"/> Campground <input type="checkbox"/> Golf <input type="checkbox"/> Marina <input type="checkbox"/> Other <input type="checkbox"/> Sports/Entertainment
	<input type="checkbox"/> Retail	
<input checked="" type="checkbox"/> Land	<input checked="" type="checkbox"/> Designated <input type="checkbox"/> Raw (Outside Off Plan)	<input type="checkbox"/> Bush <input type="checkbox"/> Office <input type="checkbox"/> Restricted <input type="checkbox"/> Golf <input type="checkbox"/> Other <input type="checkbox"/> Retail <input type="checkbox"/> Gravel Pit/Quarry <input type="checkbox"/> Parking Lot <input type="checkbox"/> Waterfront <input type="checkbox"/> Hospitality <input type="checkbox"/> Recreational <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Residential
<input type="checkbox"/> Office	<input type="checkbox"/> Office	<input type="checkbox"/> Medical/Dental <input type="checkbox"/> Other <input type="checkbox"/> Professional Office
<input type="checkbox"/> Sale of Business <sup>a1</sup>	<input type="checkbox"/> Without Property <input type="checkbox"/> With Property	<input type="checkbox"/> Apparel <input type="checkbox"/> Day Care <input type="checkbox"/> Grocery/Supermarket <input type="checkbox"/> Art Gallery <input type="checkbox"/> Delicatessen <input type="checkbox"/> Hair Salon <input type="checkbox"/> Art Supplies <input type="checkbox"/> Delivery/Courier <input type="checkbox"/> Hardware/Tools <input type="checkbox"/> Automotive Related <input type="checkbox"/> Distributing <input type="checkbox"/> Home Improvement <input type="checkbox"/> Bakery <input type="checkbox"/> Drugstore/Pharmacy <input type="checkbox"/> Hotel/Motel/Inn <input type="checkbox"/> Banquet Hall <input type="checkbox"/> Dry Cleaning/Laundry <input type="checkbox"/> Jewellery <input type="checkbox"/> Barber/Beauty <input type="checkbox"/> Electronics <input type="checkbox"/> Manufacturing <input type="checkbox"/> Bar/Tavern/Pub <input type="checkbox"/> Entertainment <input type="checkbox"/> Marina <input type="checkbox"/> Beauty Salon <input type="checkbox"/> Fast Food/Takeout <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Bed & Breakfast <input type="checkbox"/> Fitness/Training <input type="checkbox"/> Other <input type="checkbox"/> Butcher/Meat <input type="checkbox"/> Florist <input type="checkbox"/> Pizzeria <input type="checkbox"/> Cabins/Cottages <input type="checkbox"/> Food Court Outlet <input type="checkbox"/> Real Estate Office <input type="checkbox"/> Café <input type="checkbox"/> Footwear <input type="checkbox"/> Restaurant <input type="checkbox"/> Cannabis Dispensary <input type="checkbox"/> Fruit/Vegetable/Market <input type="checkbox"/> Self Storage <input type="checkbox"/> Car Wash <input type="checkbox"/> Funeral Home <input type="checkbox"/> Service Related <input type="checkbox"/> Caterer/Cafeteria <input type="checkbox"/> Furniture <input type="checkbox"/> Spa/Tanning <input type="checkbox"/> Coffee/Donut Shop <input type="checkbox"/> Garden/Landscaping <input type="checkbox"/> Sporting Goods <input type="checkbox"/> Coin Laundromat <input type="checkbox"/> Gas Station <input type="checkbox"/> Sports/Entertainment <input type="checkbox"/> Convenience/Variety <input type="checkbox"/> Golf Course <input type="checkbox"/> Travel Agency <input type="checkbox"/> Copy/Printing <input type="checkbox"/> Golf Driving Range <input type="checkbox"/> Woodworking <input type="checkbox"/> Crafts/Hobby <input type="checkbox"/> Gravel Pit/Quarry
<input type="checkbox"/> Store W Apt/Office	<input type="checkbox"/> Store W Apt/Office	

FREESTANDING <sup>a2</sup>	TOTAL AREA <sup>a3</sup>	TOTAL AREA CODE <sup>a3</sup> (Check 1)
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	8 . 35	<input checked="" type="checkbox"/> Acres <input type="checkbox"/> Hectares <input type="checkbox"/> Square Feet <input type="checkbox"/> Sq Ft Divisible <input type="checkbox"/> Sq M Divisible <input type="checkbox"/> Square Meters

<sup>a1</sup> USE IS MANDATORY IF "SALE OF BUSINESS" TYPE IS CHECKED

<sup>a2</sup> MANDATORY IF TYPE IS      --> COMMERCIAL RETAIL; INDUSTRIAL; INVESTMENT; OFFICE; STORE WITH APT/OFFICE

<sup>a3</sup> MANDATORY IF TYPE IS      --> COMMERCIAL RETAIL; FARM; INDUSTRIAL; INVESTMENT; LAND; OFFICE; STORE WITH APT/OFFICE

## DETAILS (CONTINUED)

<b>% BUILDING</b>	<b>OFFICE/APT AREA</b> <b>■4</b>	<b>OFFICE APARTMENT AREA CODE</b> <b>■4</b> (Check 1)					
		<input type="checkbox"/> % <input type="checkbox"/> Sq Ft <input type="checkbox"/> Sq Ft Divisible <input type="checkbox"/> Square Meters <input type="checkbox"/> Sq M Divisible					
<b>INDUSTRIAL AREA</b> <b>■5</b>	<b>INDUSTRIAL AREA CODE</b> <b>■5</b> (Check 1)						
	<input type="checkbox"/> % <input type="checkbox"/> Sq Ft <input type="checkbox"/> Sq Ft Divisible <input type="checkbox"/> Square Meters <input type="checkbox"/> Sq M Divisible						
<b>RETAIL AREA</b> <b>■6</b>	<b>RETAIL AREA CODE</b> <b>■6</b> (Check 1)						
	<input type="checkbox"/> % <input type="checkbox"/> Sq Ft <input type="checkbox"/> Sq Ft Divisible <input type="checkbox"/> Square Meters <input type="checkbox"/> Sq M Divisible						
<b>APPROXIMATE AGE</b> (Check 1)	<b>AREA INFLUENCES</b> (Max 2)						
<input type="checkbox"/> New <input type="checkbox"/> 0-5 <input type="checkbox"/> 6-15 <input type="checkbox"/> 16-30 <input type="checkbox"/> 31-50 <input type="checkbox"/> 51-99 <input type="checkbox"/> 100+	<input type="checkbox"/> Greenbelt/Conservation <input type="checkbox"/> Major Highway <input type="checkbox"/> Public Transit <input type="checkbox"/> Recreation/Community Centre <input type="checkbox"/> Skiing <input type="checkbox"/> Subways						
<b>PHYSICALLY HANDICAPPED-EQUIPPED</b>	<b>BASEMENT</b> <b>■7</b>	<b>UFFI</b> (Check 1)					
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> No <input type="checkbox"/> Partially Removed <input type="checkbox"/> Removed <input type="checkbox"/> Yes					
<b>CLEAR HEIGHT</b> <b>■5</b>	<b>SPRINKLERS</b> <b>■12</b>	<b>UTILITIES</b> <b>■3</b>	<b>BAY SIZE</b>				
Feet	Inches	<input type="checkbox"/> No <input type="checkbox"/> Partial <input type="checkbox"/> Yes	<input type="checkbox"/> Available <input type="checkbox"/> None <input type="checkbox"/> Yes	Width Feet	Width Inches	Length Feet	Length Inches
<b>AMPS</b>	<b>VOLTS</b>	<b>WATER</b> (Check 1)					
		<input type="checkbox"/> Both <input checked="" type="checkbox"/> Municipal <input type="checkbox"/> None <input type="checkbox"/> Other <input type="checkbox"/> Well					
<b>WATER SUPPLY TYPE</b> (Max 4)							
<input type="checkbox"/> Bored Well <input type="checkbox"/> Chlorination <input type="checkbox"/> Cistern <input type="checkbox"/> Comm Well <input type="checkbox"/> Drilled Well <input type="checkbox"/> Dug Well <input type="checkbox"/> Iron/Mineral Filter <input type="checkbox"/> Lake/River <input type="checkbox"/> None <input type="checkbox"/> Reverse Osmosis <input type="checkbox"/> Sediment Filter <input type="checkbox"/> Shared Well <input type="checkbox"/> Water System							
<b>AIR CONDITIONING</b> <b>■8</b>	<b>HEAT TYPE</b> <b>■9</b> (Select applicable)						
<input type="checkbox"/> No <input type="checkbox"/> Partial <input type="checkbox"/> Yes	<input type="checkbox"/> Baseboard <input type="checkbox"/> Gas Forced Air Closed <input type="checkbox"/> Oil Forced Air <input type="checkbox"/> Propane Gas <input type="checkbox"/> Water Radiators <input type="checkbox"/> Electric Forced Air <input type="checkbox"/> Gas Forced Air Open <input type="checkbox"/> Oil Hot Water <input type="checkbox"/> Radiant <input type="checkbox"/> Woodburning <input type="checkbox"/> Electric Hot Water <input type="checkbox"/> Gas Hot Water <input type="checkbox"/> Oil Steam <input type="checkbox"/> Solar <input type="checkbox"/> Fan Coil <input type="checkbox"/> None <input type="checkbox"/> Other <input type="checkbox"/> Steam Radiators						
<b>WASHROOMS</b>	<b>TRUCK LEVEL SHIPPING DOORS #</b> <b>■5</b>	<b>TRUCK LEVEL SHIPPING DOORS DIMENSIONS</b> <b>■5</b>					
		Height Feet	Height Inches	Width Feet	Width Inches		
<b>DOUBLE MAN SHIPPING DOORS #</b> <b>■5</b>		<b>DOUBLE MAN SHIPPING DOORS DIMENSIONS</b> <b>■5</b>					
		Height Feet	Height Inches	Width Feet	Width Inches		
<b>DRIVE-IN LEVEL SHIPPING DOORS #</b> <b>■5</b>		<b>DRIVE-IN LEVEL SHIPPING DOORS DIMENSIONS</b> <b>■5</b>					
		Height Feet	Height Inches	Width Feet	Width Inches		

■3 MANDATORY IF TYPE IS --> COMMERCIAL RETAIL; FARM; INDUSTRIAL; INVESTMENT; LAND; OFFICE; STORE WITH APT/OFFICE

■4 MANDATORY IF TYPE IS --> OFFICE; STORE WITH APT/OFFICE

■5 MANDATORY IF TYPE IS --> INDUSTRIAL

■6 MANDATORY IF TYPE IS --> COMMERCIAL RETAIL; STORE WITH APT/OFFICE

■7 MANDATORY IF TYPE IS --> SALE OF BUSINESS; STORE WITH APT/OFFICE

■8 MANDATORY IF TYPE IS --> COMMERCIAL RETAIL; INDUSTRIAL; INVESTMENT; OFFICE; SALE OF BUSINESS; STORE W APT/OFFICE

■9 NOT MANDATORY IF TYPE IS --> LAND

■10 MANDATORY IF TYPE IS --> OFFICE

■11 MANDATORY IF TYPE IS --> LAND

■12 MANDATORY IF TYPE IS --> COMMERCIAL RETAIL; INDUSTRIAL; OFFICE; STORE WITH APT/OFFICE



## DETAILS (CONTINUED)

GRADE LEVEL SHIPPING DOORS # <b>■5</b>		GRADE LEVEL SHIPPING DOORS DIMENSIONS <b>■5</b>									
		Height Feet	Height Inches	Width Feet	Width Inches						
<b>ELEVATOR</b> <b>■10</b> (Check 1)		<b>GARAGE TYPE</b> <b>■8</b> (Check 1)									
<input type="checkbox"/> Freight+Public <input type="checkbox"/> Freight <input type="checkbox"/> None <input type="checkbox"/> Public		<input type="checkbox"/> Boulevard <input type="checkbox"/> Covered <input type="checkbox"/> Double Detached <input type="checkbox"/> In/Out	<input type="checkbox"/> Lane <input type="checkbox"/> None <input type="checkbox"/> Other <input type="checkbox"/> Outside/Surface	<input type="checkbox"/> Pay <input type="checkbox"/> Plaza <input type="checkbox"/> Public <input type="checkbox"/> Reserved Assigned	<input type="checkbox"/> Single Detached <input type="checkbox"/> Street <input type="checkbox"/> Underground <input type="checkbox"/> Valet	<input type="checkbox"/> Visitor					
<b>PARKING SPACES</b>		<b>NUMBER OF TRAILER PARKING SPOTS</b>		<b>OUTSIDE STORAGE</b>	<b>RAIL</b> <b>■5</b> (Check 1)	<b>CRANE</b>					
				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Available <input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> Yes <input type="checkbox"/> No					
<b>SURVEY</b>	<b>SOIL TEST</b> (Check 1)										
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Construction Audit <input type="checkbox"/> Construction+Environmental <input type="checkbox"/> Environmental Audit <input type="checkbox"/> No <input type="checkbox"/> Yes										
<b>SEWERS</b> <b>■11</b> (Check 1)											
<input type="checkbox"/> None <input type="checkbox"/> Septic Available							<input type="checkbox"/> Sanitary <input type="checkbox"/> Septic	<input type="checkbox"/> Sanitary Available <input type="checkbox"/> Storm	<input checked="" type="checkbox"/> Sanitary+Storm <input type="checkbox"/> Storm Available	<input type="checkbox"/> Sanitary+Storm Available	
<b>FARM FEATURES</b> (Max 24)											
<input type="checkbox"/> Barn Cleaner <input type="checkbox"/> Barn Hydro <input type="checkbox"/> Barn Water <input type="checkbox"/> Barn Well		<input type="checkbox"/> Cold Storage <input type="checkbox"/> Dry Storage <input type="checkbox"/> Equipment Included <input type="checkbox"/> Feed System		<input type="checkbox"/> Fence - Electric <input type="checkbox"/> Irrigation System <input type="checkbox"/> Liquid Tank <input type="checkbox"/> Loading Yard		<input type="checkbox"/> Manure Pit <input type="checkbox"/> Milking System <input type="checkbox"/> Paddock <input type="checkbox"/> Pasture		<input type="checkbox"/> Quotas <input type="checkbox"/> Slats <input type="checkbox"/> Stalls <input type="checkbox"/> Track		<input type="checkbox"/> Tractor Access <input type="checkbox"/> Windbreak <input type="checkbox"/> Other <input type="checkbox"/> None	
<b>YEAR BUILT</b>											
<b>YEAR BUILT SOURCE</b>											
<input type="checkbox"/> MPAC <input type="checkbox"/> Appraiser <input type="checkbox"/> Assessor <input type="checkbox"/> Builder <input type="checkbox"/> Estimated <input type="checkbox"/> LBO Provider <input type="checkbox"/> Other <input type="checkbox"/> Owner <input type="checkbox"/> Plans											

**■5** MANDATORY IF TYPE IS

--> INDUSTRIAL

**■6** MANDATORY IF TYPE IS

--> COMMERCIAL RETAIL; STORE WITH APT/OFFICE

**■7** MANDATORY IF TYPE IS

--> SALE OF BUSINESS; STORE WITH APT/OFFICE

**■8** MANDATORY IF TYPE IS

--> COMMERCIAL RETAIL; INDUSTRIAL; INVESTMENT; OFFICE; SALE OF BUSINESS; STORE W APT/OFFICE

**■9** NOT MANDATORY IF TYPE IS

--> LAND

**■10** MANDATORY IF TYPE IS

--> OFFICE

**■11** MANDATORY IF TYPE IS

--> LAND

**■12** MANDATORY IF TYPE IS

--> COMMERCIAL RETAIL; INDUSTRIAL; OFFICE; STORE WITH APT/OFFICE



## COMMENTS

**REMARKS FOR CLIENTS** (2000 characters)

**OFFER REMARKS (SELLER DIRECTION)** (500 characters)



## COMMENTS (CONTINUED)

**INCLUSIONS** (1000 characters)

**EXCLUSIONS** (300 characters)

**RENTAL ITEMS/UNDER CONTRACT** (250 characters)

**UNDER CONTRACT MONTHLY COSTS** (250 characters)

**REALTOR ONLY REMARKS** (1050 characters)

Do not walk the property without contacting the listing agent.



## FINANCIAL INFORMATION

FINANCIAL STATEMENT	CHATTELS	FRANCHISE	DAYS OPEN
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Open 1 Day <input type="checkbox"/> Open 2 Days <input type="checkbox"/> Open 3 Days <input type="checkbox"/> Open 4 Days <input type="checkbox"/> Open 5 Days <input type="checkbox"/> Open 6 Days <input type="checkbox"/> Open 7 Days <input type="checkbox"/> Varies
HOURS OPEN (255 characters)			
EMPLOYEES		SEATS	LL.B.O
			<input type="checkbox"/> Yes <input type="checkbox"/> No
BUSINESS/BUILDING NAME (100 characters)			
TAXES EXPENSE	INSURANCE EXPENSE	MANAGEMENT EXPENSE	MAINTENANCE EXPENSE
HEAT EXPENSE	HYDRO EXPENSE	WATER EXPENSE	OTHER EXPENSE
GROSS INCOME/SALES	VACANCY ALLOWANCE	OPERATING EXPENSE	NET INCOME BEFORE DEBT
ESTIMATED INVENTORY VALUE AT COST	COMMON AREA UPCHARGE	PERCENTAGE RENT	EXPENSES ACTUAL/ESTIMATED **
			<input type="checkbox"/> Actual <input type="checkbox"/> Estimated
YEAR EXPENSE **			

\* MANDATORY IF TYPE "SALE OF BUSINESS" IS CHECKED IN DETAILS SECTION

\*\* COMPLETE ONLY IF YOU HAVE ENTERED ANY AMOUNT(S)

## OTHER

LISTING BROKERAGE	LISTING BROKERAGE PHONE	LISTING BROKERAGE FAX
CBRE Limited	416 494-0600	
SALESPERSON 1	SALESPERSON 1 PHONE	
Lauren White	416 495 6223	
SALESPERSON 2 BROKERAGE **	SALESPERSON 2 PHONE **	
CBRE Limited	416 495 6306	
SALESPERSON 2	SALESPERSON 2 PHONE **	
Emelie Rowe	416 495 6306	
SALESPERSON 3 BROKERAGE ***	SALESPERSON 3 PHONE ***	
SALESPERSON 3	SALESPERSON 3 PHONE ***	
SALESPERSON 4 BROKERAGE ****	SALESPERSON 4 PHONE ****	
SALESPERSON 4	SALESPERSON 4 PHONE ****	
COMMISSION TO CO-OPERATING BROKERAGE (50 characters)	SELLER PROPERTY INFO STATEMENT	ENERGY CERTIFICATE
1%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

\*\* MANDATORY IF A VALUE FOR SALESPERSON 2 IS SELECTED

\*\*\* MANDATORY IF A VALUE FOR SALESPERSON 3 IS SELECTED

\*\*\*\* MANDATORY IF A VALUE FOR SALESPERSON 4 IS SELECTED



## OTHER (CONTINUED)

<b>CERTIFICATE LEVEL</b> (25 characters)		<b>GREEN PROPERTY INFO STATEMENT</b>	<b>DISTRIBUTE TO INTERNET</b>
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>DISPLAY ADDRESS ON INTERNET</b>		<b>DISTRIBUTE TO DDF/IDX</b>	<b>PERMISSION TO CONTACT LISTING BROKER TO ADVERTISE</b>
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>REALTOR® SIGN ON PROPERTY</b>	<b>APPOINTMENTS/SHOWING REMARKS</b> (250 characters)		
<input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>SHOWING REQUIREMENTS</b> (Max 6)			
<input type="checkbox"/> Go Direct <input type="checkbox"/> Lockbox <input checked="" type="checkbox"/> See Brokerage Remarks <input type="checkbox"/> Showing System <input type="checkbox"/> List Brokerage <input type="checkbox"/> List Salesperson			
<b>OCCUPANCY</b> (Check 1)		<b>CONTACT AFTER EXPIRED</b>	
<input type="checkbox"/> Owner + Tenant <input type="checkbox"/> Owner <input type="checkbox"/> Partial <input type="checkbox"/> Tenant <input checked="" type="checkbox"/> Vacant		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>UNBRANDED VIRTUAL TOUR URL 1</b> (255 characters)			
<b>UNBRANDED VIRTUAL TOUR URL 2</b> (255 characters)			
<b>BRANDED VIRTUAL TOUR URL 1</b> (255 characters)			
<b>BRANDED VIRTUAL TOUR URL 2</b> (255 characters)			
<b>SALES BROCHURE URL</b> (255 characters)			
<b>ADDITIONAL PICTURES URL</b> (200 characters)			
<b>ALTERNATE FEATURE SHEET URL</b> (200 characters)			
<b>MAP LOCATION URL</b> (255 characters)			
<b>SOUND BITE URL</b> (255 characters)			

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

**SIGNATURE** \_\_\_\_\_

**DATE** / /  
MM DD YYYY

**SIGNATURE** \_\_\_\_\_

**DATE** / /  
MM DD YYYY



# Listing Agreement - Commercial

## Seller Designated Representation Agreement

### Authority to Offer for Sale

This is a Multiple Listing Service® Agreement



OR

Exclusive Listing Agreement

EXCLUSIVE

**BETWEEN:****BROKERAGE:** CBRE Limited

(Seller's Initials)

(Seller's Initials)

.....(the "Listing Brokerage") Tel. No. ....  
**SELLER:** KSV Restructuring Inc., Court-appointed Receiver of 1351637 Ontario Limited and not in its personal or corporate capacity & KSV Restructuring Inc., Court-appointed Receiver of certain property of Casewood Holdings Inc. and not in its personal or corporate capacity .....(the "Seller")

**DESIGNATED REPRESENTATIVE(S):** Mike Czestochowski

(Name of Salesperson/Broker/Broker of Record)

Lauren White, Emelie Rowe, Evan Stewart, Nicholas Webster

The Designated Representative will be providing services and representation to the Seller and the Brokerage provides services but not representation.

In consideration of the Listing Brokerage listing the real property **for sale** known as 4400 & 4440 Garden St, Whitby, ON

(the "Property")

the Seller hereby gives the Listing Brokerage the **exclusive and irrevocable** right to act as the Seller's agent,commencing at ..... on the ..... day of **January** ..... , 20 **26** ,  
(a.m./p.m.)and expiring at 11:59 p.m. on the ..... day of **July** ..... , 20 **26** (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 Trust in Real Estate Services Act, 2002 (TRESA), the Listing Brokerage must obtain the Seller's initials.

(Seller's Initials)

to offer the Property **for sale** at a price of: **1** Dollars (CDN\$) ..... Dollars**one dollar**

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)

**Schedule A, B, C, D & Rider to LA** ..... attached hereto forms part of this Agreement, of which **Schedule A** sets out the details with respect to the services, confidentiality and representation of the Brokerage and Designated Representative.**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. "Self-represented assistance" shall mean assistance provided to a self-represented party. 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 Trust in Real Estate Services 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:

(i) the Seller agrees to pay the Listing Brokerage a commission of **3** ..... % of the sale price of the Property or **2%** if solely completed by the listing team. In case of a credit bid or redemption fee, see schedule B ("total commission") for any valid offer to purchase the Property from any source whatsoever obtained during the Listing Period, as may be acceptable to the Seller.

(ii) 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 **1** ..... % of the sale price of the Property or .....

Payment to the co-operating brokerage shall be made by the Listing Brokerage out of the total commission calculated above.

~~The Seller further agrees that the total commission calculated above shall be payable to the Listing Brokerage even if there is no co-operating 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.

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

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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 relationships, including information on Seller Representation, Sub-agency, Buyer Representation, Multiple Representation and Self-Represented Party assistance. 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 require the Seller's written consent to represent both the Seller and the buyer for the transaction. 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.

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;
- the Listing Brokerage shall not disclose to the buyer the terms of any other offer, unless otherwise directed in writing by the Seller; and
- the Listing Brokerage shall not disclose to the Seller the terms of any other offer by the buyer.

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.

~~The Brokerage shall not be appointed or authorized to be agent for either the Seller or the buyer for the purpose of giving and receiving notices where the Brokerage represents both the Seller and the buyer (multiple representation) or where the buyer or the seller is a self-represented party.~~

**MULTIPLE REPRESENTATION AND DESIGNATED REPRESENTATION:** The Seller understands and acknowledges where both the Seller and buyer are represented by a designated representative of the Listing Brokerage, multiple representation will not result, unless that designated representative represents more than one client in the same trade, and will require consent in writing for such multiple representation. In the event of multiple representation and designated representation, the Brokerage duty of disclosure to both the seller and the buyer client is as more particularly set out in the agreement with the respective seller or 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 by the Seller 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 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.

**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 and, if attached, the accompanying addendum. 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. 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.

**10. 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.

**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.

**INITIALS OF LISTING BROKERAGE:** 

**INITIALS OF SELLER(S):** 

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**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 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:	<input type="checkbox"/>	<input type="checkbox"/>
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 Listing 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.

**THE LISTING BROKERAGE AND THE DESIGNATED REPRESENTATIVE OF THE BROKERAGE AGREE TO MARKET THE PROPERTY ON BEHALF OF THE SELLER AND THE DESIGNATED REPRESENTATIVE OF THE BROKERAGE SHALL 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.**

..... **Daniel Reid** .....  
(Name of Person Signing)

(Authorized to bind the Listing Brokerage)

(Date)

**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 any 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., Court-appointed Receiver of 1351637 Ontario Limited and not in its personal or corporate capacity & KSV Restructuring Inc., Court-appointed Receiver of certain property of Casewood Holdings Inc. and not in its personal or corporate capacity  
(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 ..... (Name of Salesperson/Broker/Broker of Record)

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

(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 <sup>26</sup> .....

(Signature of Seller)

(Date)

(Signature of Seller)

(Date)



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**Schedule A**  
**Listing Agreement - Commercial**  
**Seller Designated Representation Agreement**  
**Authority to Offer for Sale**

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

**BROKERAGE:** CBRE Limited

KSV Restructuring Inc., Court-appointed Receiver of 1351637 Ontario Limited and not in its personal or corporate capacity & KSV Restructuring Inc., Court-appointed Receiver of certain property of Casewood Holdings Inc. and not in its personal or corporate capacity

**SELLER:** .....**PROPERTY:** 4400 & 4440 Garden St, Whitby, ON

This Schedule to the Agreement, *inter alia*, sets out the details of the provision of services by the Brokerage and the provision of services, confidentiality and representation by the Designated Representative of the Brokerage, and subject to the terms of Clause 14 in the Agreement (Conflict or Discrepancy), is in addition to provision of services, confidentiality and representation set out in the Agreement.

**PIN:** 265691825**Legal Description:** PT LT 25 CON 4 TOWNSHIP OF WHITBY DESIGNATED AS PART 1 ON 40R31854; WHITBY TOWN OF WHITBY**PIN:** 265690810**Legal Description:** BLOCK 151, PLAN 40M2295, WHITBY, REGIONAL MUNICIPALITY OF DURHAM S/T EASEMENT IN GROSS IN FAVOUR OF THE CORPORATION OF THE TOWN OF WHITBY OVER PT 1 PL 40R24043 AS IN DR475099

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

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

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**Schedule B**  
**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:** ..... **CBRE Limited** ..... and .....

**SELLER:** .....

for the property known as ..... **4400 & 4440 Garden St, Whitby, ON** .....

..... dated the ..... day of ..... **January** ..... **20 26** .....

**Credit Bid Fee, or partial credit bid fee (consisting of both credit and cash), by any of the mortgagees or their assignee (such bid to be approved by the Court) :**

- Flat fee of \$100,000 (plus HST)

**Redemption Fee in the event of a redemption by the mortgagor or its assignee or if the borrower brings the mortgage current (such redemption to be approved by the Court) :**

- Flat fee of \$100,000 (plus HST)

**A redemption fee is not payable if a credit bid or partial credit bid fee is payable, and vice versa.**

**Similarly, neither a redemption fee nor a credit bid (or partial credit bid) fee is payable if a commission fee is payable under this listing agreement.**

**In the event that the Property has been launched and marketed to the full extent of the services outlined in Schedule C, and the Seller receives one or more binding offers within the value range as listed in the proposal, and the Seller elects not to accept any such binding offers between**

**[REDACTED] or otherwise proceed with the sale of the Property, CBRE shall be entitled to a marketing fee in the amount of \$100,000 (plus HST) (the "Marketing Fee"). The Marketing Fee shall be paid within 30 days following receipt of an invoice therefore from CBRE and shall be paid pursuant to the instructions in the invoice.**

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

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

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**Schedule C**  
**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:** CBRE Limited

KSV Restructuring Inc., Court-appointed Receiver of 1351637 Ontario Limited and not in its personal or corporate capacity &amp; KSV Restructuring Inc., Court-appointed Receiver of certain property of Casewood Holdings Inc. and not in its personal or corporate capacity

**SELLER:** .....

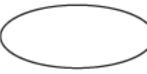
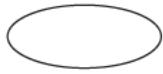
for the property known as 4400 &amp; 4440 Garden St, Whitby, ON

..... dated the ..... day of January, 20 26

Under the terms of this Agreement, CBRE agrees to provide the Owner the following commercial real estate brokerage services;

- (a) Perform financial analysis on the Properties;
- (b) Assemble and package due diligence materials;
- (c) Prepare marketing materials for use in promoting the Properties with CBRE being responsible for all reasonable marketing costs;
- (d) Advise the Owners of the various steps in achieving the sale of the Properties;
- (e) Compile a list of purchasers that may be interested in the Properties;
- (f) Execute a marketing program for the Properties;
- (g) Day-to-day management of the marketing process, including co-ordination of due diligence, assisting the Owners and third parties, facilitating tours and information requests, and other duties as required;
- (h) Receiving offers for the Properties;
- (i) Advising the Owners with respect to such interest and offers;
- (j) Assisting the Owners in negotiations, structuring and documentation of the transaction with the purchaser until closing;
- (k) Provide such other advice or services as may be required in order to carry out responsibilities

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

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

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**Schedule D**  
**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:** CBRE Limited

KSV Restructuring Inc., Court-appointed Receiver of 1351637 Ontario Limited and not in its personal or corporate capacity &amp; KSV Restructuring Inc., Court-appointed Receiver of certain property of Casewood Holdings Inc. and not in its personal or corporate capacity

**SELLER:** .....

for the property known as 4400 &amp; 4440 Garden St, Whitby .....

..... dated the ..... day of January ....., 20 26

Remove #7 "Warranty". See #13 in Rider to LA

Lines in the #8 "Indemnification and Insurance" clause to be removed: "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 cooperating brokerage made by anyone who attends or visits the Property.

Remove clause #10 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.

Lines in the #12 "Use and Distribution of Information" clause to be removed: "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".

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

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

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## **Rider – CBRE Listing Agreement**

Notwithstanding anything contained in the Agreement, each of the Listing Brokerage and the Seller acknowledges and agrees as follows:

**1. Termination and suspension Rights.** The Seller may without penalty or cost to the Seller terminate the Agreement at any time, if: (i) the Listing Brokerage is in default hereunder or under any other agreement with the Seller or (ii) it no longer wishes to sell the Property. In addition, this Agreement shall automatically terminate without penalty or cost to the Seller if: (a) the order of the Ontario Superior Court of Justice (Commercial List) dated November 20, 2025 (the “**Receivership Order**”) is revoked, overturned on appeal, suspended or terminated; and/or (b) the Seller is restricted in or enjoined from dealing with the Property by a court of competent jurisdiction.

In addition, upon mutual agreement between Listing Brokerage and the Seller, without penalty or cost to the Seller, the Seller may suspend this Agreement at any time during the Listing Period (the “**Suspension Period**”). Upon receipt by the Listing Brokerage of a notice of Suspension Period from the Seller, the parties agree that the Property shall be taken off the market temporarily, such that no active marketing activity shall be conducted during the Suspension Period until termination of the Suspension Period.

**2. Listing Period.** The term of this Agreement shall begin on January **[ ]**, 2026 (the “**Commencement Date**”) and shall expire, subject to any Suspension Period, on July **[ ]**, 2026 (the “**Listing Period**”). Notwithstanding any other provision in this Agreement, the Listing Brokerage shall not advertise the Property until the Seller provides express authority to do so and all marketing materials have been approved.

**3. Price.** While it is the Seller’s intention to obtain the highest and best offer for the Property, the Listing Brokerage acknowledges and agrees that the Seller need not accept the highest offer and/or the best offer or any offer, and that acceptance by the Seller of any offer for the Property is subject at all times to the Seller’s approval in its sole and absolute discretion and approval by the Court. No fee, commission or other compensation is payable to the Listing Brokerage (except for the Marketing Fee as detailed in Schedule B) in respect of the Property unless and until the sale of the Property has been completed and the purchase price consideration payable to the Seller has been paid in its entirety.

**5. Listing Brokerage’s Duties.** The Listing Brokerage covenants and agrees with the Seller to:

(a) unless otherwise agreed by the Seller, diligently market the Property for sale and use commercially reasonable efforts to sell the Property;

(b) ensure that there is continuity in the assignment of individual staff members and partners to the work performed by the Listing Brokerage under the terms of this engagement. In particular, the Listing Brokerage agrees to ensure that individual staff members originally assigned, including Mike Czestochowski, Lauren White, Emelie Rowe and Evan Stewart (together, the “**Listing Team**”), to perform work in connection with the Listing Brokerage’s engagement, will each be available and will devote the time required to undertake the assignment contemplated herein;

(c) subject to the instructions of the Seller, together with the Seller’s counsel, assist the Seller in negotiating binding agreements of purchase and sale with respect to the Property, subject to Court approval, with those parties identified by the Seller. Only the Seller shall have authority to accept offers and the Listing Brokerage shall not have any authority whatsoever

to enter into any sale, financing or other contract on behalf of the Seller and/or to otherwise bind the Seller in any manner whatsoever;

(d) continue to assist the Seller in connection with the sale of the Property and seeking Court approval after the execution of a binding agreement of purchase and sale with respect to the same until such sale has been successfully concluded; and

(e) unless the Seller's written consent is provided in advance, to act solely for the benefit of the Seller in connection with the marketing and sale of the Property and not to have any direct or indirect interest in any entity purchasing or proposal to purchase the Property and not to receive any payments or other benefits from said purchasers or potential purchasers.

**6. Commission Payable to the Listing Brokerage.** The commission payable to the Listing Brokerage shall be as set out in Section 2 and Schedule B of the Agreement.

Any fee, commission or other compensation payable to the Listing Brokerage in connection with a holdover period, being 180 days from the termination of the Listing Agreement ("Holdover Period"), shall: (a) only apply to those purchasers who were introduced to the Seller or to the Property by the Listing Brokerage during the Listing Period and who the Listing Brokerage has previously disclosed in writing to the Seller no later than three (3) days following the earlier of the expiration or termination of the Agreement; and (b) be reduced by any fee, commission and/or other compensation paid to another broker or agent for the sale of the Property as the new Listing Brokerage (the "New Agent") on the basis of an agreement with the New Agent entered into with respect to the Holdover Period. If the Listing Brokerage had introduced up to a maximum of two (2) different prospective *bona fide* purchasers to the Seller during the Listing Period (each being a "Serious Prospect") and said Serious Prospect had entered into material negotiations with the Seller to purchase the Property, but said material negotiations had not resulted in a binding agreement of purchase and sale, to the extent that each of the Listing Brokerage and the Seller agree in writing to designate said prospective purchaser as a Serious Prospect prior to the expiration of the Listing Period, and so long as the Seller is not prohibited from doing so, and provided that the New Agent has agreed to forego its fee should a sale to a Serious Prospect be completed, the Listing Brokerage shall be entitled to its commission in connection with the transaction being completed with the Serious Prospect upon terms and conditions acceptable to the Seller in their sole and absolute discretion, which transaction must be subject to Court approval and a binding and unconditional agreement of purchase and sale executed by each of the parties thereto prior to the expiration of the Holdover Period. Notwithstanding any other provision hereof, during the Holdover Period, the Listing Brokerage will not be entitled to any commission, payment or fee as the Seller's agent if the Listing Team represents the purchaser.

The Seller hereby instructs its solicitors to distribute payment to the Listing Brokerage in the amount noted above directly out of the proceeds of sale in accordance with an accepted agreement of purchase and sale and to have same addressed as a closing cost to the transaction.

**7. Acknowledgments.** The Listing Brokerage acknowledges and agrees in favour of the Seller that: (a) the Property is to be marketed and sold on an "as is, where is" basis and, accordingly, any agreement of purchase and sale shall provide an acknowledgment by such purchaser that the Property is being sold by the Seller on an "as is, where is" basis, and that no representations or warranties are being provided by Seller or Listing Brokerage; (b) the Seller will vest title to the Property by way of an approval and vesting order issued by the Court; and (c) the sale of the Property requires the prior approval of the Court in said Court's sole and absolute discretion.

**8. Advertisement Expenses, Third Party Consultants and Reporting.** All advertising and sales promotion shall be subject to the approval of the Seller and all such advertisement and promotional material shall be prepared, published and distributed by the Listing Brokerage and shall be at the expense of the Listing Brokerage. All third-party reports and legal service fees requested and/or approved by the Seller shall be at the expense of the Seller. The Listing Brokerage agrees to provide the Seller with detailed reporting regarding the status of the Sale Process, including weekly lists of its solicitation efforts, the parties interested in the opportunity, the status of their diligence and such other information as is reasonably requested by Seller to be kept apprised of all material developments. The Listing Brokerage will participate in no less than one daily update call with the Seller, in Seller's discretion.

**9. Indemnity.** The Listing Brokerage confirms that it owes an obligation to the Seller and its directors, officers, employees, agents and advisors (collectively, the "**Indemnified Parties**") to carry out its activities in a competent and professional manner acting reasonably and in good faith. As such, the Listing Brokerage hereby indemnifies the Indemnified Parties with respect to claims made by third parties against the Indemnified Parties arising out of the Listing Brokerage's (including its officers, employees, agents and the Listing Team) gross negligence or willful misconduct, including its failure to comply with its obligations hereunder. The parties agree that this Indemnity section shall not apply if any of the claims are a result of the Seller's willful misconduct or gross negligence. This indemnity shall survive the expiration or termination of the Agreement.

**10. Confidentiality.** The Listing Brokerage shall treat and shall cause its agents to treat as confidential and shall not disclose, during as well as after the rendering of the service contracted herein, except where legally required by law, any confidential information, records or documents to which the Listing Brokerage becomes privy as a result of its performance of the Agreement and shall take all necessary steps to ensure the confidentiality of information in the Listing Brokerage's possession or control. The Listing Brokerage acknowledges that the Seller may disclose this Agreement in its sole and absolute discretion, including to stakeholders, creditors and the Court.

The Listing Brokerage agrees to collect, use, communicate, transmit, disclose, process, preserve and destroy any confidential information in accordance with the Agreement, except as required by law to be retained or pursuant to Listing Brokerage's automatic, ordinary course archiving, and only for the purpose of the reasonable performance by the Listing Brokerage of its responsibilities hereunder and according to the instructions of the Seller. The Listing Brokerage will not distribute, sell, search for license, rent, transfer or disclose any confidential information for its benefit or for the benefit of a party other than the Seller, without the prior written consent of the Seller.

The Listing Brokerage agrees not to use the name or logo of the Seller, the mortgagee, or any party related to these proceedings, or any of their affiliates including, without limitation, in its publicity or list of customers or partners as well as in connection with any public communication made verbally or in writing, in any medium whatsoever. In the event that the Listing Brokerage wishes to make such use of any of the foregoing names, it shall obtain the Seller's or mortgagee's prior written approval, as applicable, relating to such use and, where appropriate, the text in such name is to be used. The Seller or the mortgagee may, in its sole discretion, accept or refuse to give its approval.

**11. Assignment.** This Agreement shall not be assigned in whole or in part by the Listing Brokerage without the prior written consent of the Seller which consent may be unreasonably and/or arbitrarily withheld and any assignment made without that consent is void and of no effect.

**12. Seller's Capacity.** Notwithstanding the foregoing or anything else contained herein or elsewhere, the Listing Brokerage acknowledges and agrees that approval of the Sale Process (including the retention of the Listing Brokerage) and any transaction or transactions involving a sale of the Property requires the prior approval of the Court in the Court's sole and absolute discretion. The Listing Brokerage acknowledges that the Seller is entering into this Agreement solely in its capacity as receiver and not in its personal or corporate capacity and that KSV Restructuring Inc. shall have no personal liability under or in connection with this Agreement in any circumstance whatsoever, and expressly disclaims any such liability

**13. Warranty.** Subject to Section 12 above and the remainder of this Section 13, the Seller represents and warrants that upon approval by the Court the Seller will have the exclusive authority and power to execute this Agreement and to authorize the Listing Brokerage to offer the Property for sale. Notwithstanding the foregoing, the Listing Brokerage acknowledges and agrees that the Seller has only limited knowledge about the Property and cannot confirm any third-party interests or claims with respect to the Property.

**14. Execution.** This Agreement and any other agreement delivered in connection therewith, and any amendments thereto, may be executed by electronic copy or such similar format and if so executed and transmitted, will be for all purposes as effective as if the parties had delivered an executed original of this Agreement, or such other agreement or amendment, as the case may be, and shall be deemed to be made when the receiving party confirms this Agreement, or such agreement or amendment, as the case may be, to the requesting party by electronic copy or such similar format. This Agreement may be executed in several counterparts, and each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and, notwithstanding their date of execution, shall be deemed to bear date as of the date first written above.

**15. Jurisdiction.** This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario. If any provision hereof is invalid or unenforceable in any jurisdiction where this Agreement is to be performed, such provision shall be deemed to be deleted and the remaining portions of this Agreement shall remain valid and binding on the parties hereto.

**16. Finder's Fees.** The Seller does not consent to the Listing Brokerage (or its respective affiliates) receiving and retaining, in addition to the commission provided for or otherwise contemplated in this Agreement (including the Listing Fee), a finder's fee for any financing or sale of the Property or any other transaction related to the Property.

**17. 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, provided such authorizations expressly prohibit any inspections by such regulatory authorities. For greater certainty, none of the Listing Brokerage or the Listing Brokerage's representatives may bind the Seller or execute any documentation on behalf of the Seller. The Seller hereby authorizes, instructs and directs the above noted regulatory authorities, governments, mortgagees or others to release any and all information to the Listing Brokerage.

**18. Conflict of interest** The Listing Brokerage represents and warrants that neither it nor its representatives are in a Conflict of Interest by providing the services contemplated in this Agreement or by entering into the Agreement. The Listing Brokerage undertakes, regarding the provision of the services contemplated in this Agreement, to comply, and to ensure that its representatives comply, with all applicable laws (including any applicable anti-corruption laws), regulations, governmental order and administrative policies. For the purpose of the Agreement, "**Conflict of Interest**" means any situation that would put into conflict (apparent, actual or potential) either the Listing Brokerage or its representatives' personal interests and

the interests of the Seller. In the event that a Conflict of Interest presents itself or is likely to present itself, the Listing Brokerage shall immediately inform the Seller who could, at its sole discretion, (a) provide the Listing Brokerage with instructions as to how to remedy such Conflict of Interest, or (b) terminate the Agreement without penalty or costs to the Seller.

This Agreement is accepted on \_\_\_\_\_ 2026.

**Mandatory Field**  
 All Property Types

 **Optional Field**  
 All Property Types

 **Initial Information**  
 Page

**MLS® LISTING #**

--

**LOCATION**

<b>ASSESSMENT ROLL # (ARN)</b>	<b>PIN #</b>	<b>ADDITIONAL PIN #</b>
	265691825 & 265690810	

**AREA**

Durham
--------

**MUNICIPALITY**

Whitby
--------

**COMMUNITY** \*

<b>STREET DIRECTION PREFIX</b> (Check 1)	<b>STREET #</b>	<b>STREET NAME</b> (50 characters)
<input type="checkbox"/> E <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> W <input type="checkbox"/> NW <input type="checkbox"/> NE <input type="checkbox"/> SW <input type="checkbox"/> SE	4400 & 4440	Garden
<b>ABBREV.</b>	<b>STREET DIRECTION</b>	<b>APT/UNIT #</b>
St	<input type="checkbox"/> E <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> W <input type="checkbox"/> NW <input type="checkbox"/> NE <input type="checkbox"/> SW <input type="checkbox"/> SE	<b>POSTAL CODE</b>
L1R 3K4		

<b>LEGAL DESCRIPTION (LOT, PLAN, CONCESSION)</b> (500 characters)
PT LT 25 CON 4 TOWNSHIP OF WHITBY DESIGNATED AS PART 1 ON 40R31854; WHITBY TOWN OF WHITBY BLOCK 151, PLAN 40M2295, WHITBY, REGIONAL MUNICIPALITY OF DURHAM S/T EASEMENT IN GROSS IN FAVOUR OF THE CORPORATION OF THE TOWN OF WHITBY OVER PT 1 PL 40R24043 AS IN DR475099

<b>PROPERTY MANAGEMENT COMPANY</b> (60 characters)	<b>LOT FRONT</b> **▲	<b>LOT DEPTH</b> ***▲
	822	895.83
<b>LOT/BUILDING/UNIT CODE</b> ^	<b>LOT SIZE CODE</b> ^	<b>LOT IRREGULARITIES</b> (40 characters) Lot is irregular shape
<input checked="" type="checkbox"/> Lot <input type="checkbox"/> Building <input type="checkbox"/> Unit	<input checked="" type="checkbox"/> Feet <input type="checkbox"/> Acres <input type="checkbox"/> Metres	
<b>LOT SHAPE</b> (Check 1)		
<input type="checkbox"/> Irregular <input type="checkbox"/> Other <input type="checkbox"/> Pie <input type="checkbox"/> Rectangular <input type="checkbox"/> Reverse Pie <input type="checkbox"/> Square		
<b>LOT SIZE SOURCE</b> (Check 1)	<b>LOT SIZE AREA</b>	
<input type="checkbox"/> GeoWarehouse <input type="checkbox"/> MPAC <input type="checkbox"/> Other <input type="checkbox"/> Survey		
<b>LOT SIZE AREA CODE</b> (Check 1)		
<input type="checkbox"/> Acres <input type="checkbox"/> Hectares <input type="checkbox"/> Sq. Ft. Divisible <input type="checkbox"/> Sq. M. Divisible <input type="checkbox"/> Square Meters <input type="checkbox"/> Square Feet		
<b>WINTERIZED</b> (Check 1)	<b>ZONING</b> (50 characters) R4A*-13 1784 & R2C*-WS-2 1784	
<input type="checkbox"/> Fully <input type="checkbox"/> Partial <input type="checkbox"/> No		
<b>DIRECTIONS</b> (250 characters)		
<b>MAIN CROSS STREETS</b> (250 characters)		
Robert Attersley Drive East & Garden Street		

\* MANDATORY IF AVAILABLE

\*\* NOT MANDATORY FOR COMMERCIAL CONDO

▲ IF NOT APPLICABLE ENTER "0"

## AMOUNTS/DATES

<b>LIST PRICE</b>		<b>HST APPLICABLE TO SALE PRICE</b> (Max 3) <input checked="" type="checkbox"/> In Addition To <input type="checkbox"/> Included In <input type="checkbox"/> Not Subject to HST				<b>DEVELOPMENT CHARGES PAID</b> (Max 2) <input type="checkbox"/> Credit <input type="checkbox"/> No <input type="checkbox"/> Partial <input type="checkbox"/> Unknown <input type="checkbox"/> Yes				
\$1										
<b>LIST PRICE CODE</b> (Check 1)						<b>MINIMUM RENTAL TERM MONTHS</b>				
<input checked="" type="checkbox"/> For Sale <input type="checkbox"/> Gross Lease <input type="checkbox"/> Hectares <input type="checkbox"/> Net Lease <input type="checkbox"/> Other <input type="checkbox"/> Per Acre <input type="checkbox"/> Per Sq Ft <input type="checkbox"/> Plus Stock <input type="checkbox"/> Sq Ft Gross <input type="checkbox"/> Sq Ft Net <input type="checkbox"/> Sq M Gross <input type="checkbox"/> Sq M Net										
<b>MAXIMUM RENTAL TERM MONTHS</b>		<b>TAXES</b>		<b>TAX YEAR</b>	<b>TAX TYPE</b> (Check 1)					
				2025	<input checked="" type="checkbox"/> Annual <input type="checkbox"/> N/A <input type="checkbox"/> T&O <input type="checkbox"/> TMI					
<b>ASSESSMENT</b>		<b>ASSESSMENT YEAR</b>		<b>CONTRACT COMMENCEMENT</b>		<b>EXPIRY DATE</b>				
				01	/	2026	07	/	2026	
<b>POSSESSION DATE</b> ♦  MM / DD / YYYY		<b>POSSESSION REMARKS</b> ♦ (75 characters)								
<b>POSSESSION TYPE</b> (Check 1)						<b>HOLDOVER DAYS</b>				
<input checked="" type="checkbox"/> Immediate <input type="checkbox"/> Flexible <input type="checkbox"/> Other <input type="checkbox"/> 1-29 days <input type="checkbox"/> 30-59 days <input type="checkbox"/> 60-89 days <input type="checkbox"/> 90+ days						180				
<b>SELLER NAME</b> (200 characters) KSV Restructuring Inc., Court-appointed Receiver of 1351637 Ontario Limited and not in its personal or corporate capacity & KSV Restructuring Inc., Court-appointed Receiver of certain property of Casewood Holdings Inc. and not in its personal or corporate capacity										
<b>MORTGAGE COMMENTS</b> (140 characters)										
<b>CONDO MAINTENANCE FEES MONTHLY</b> ♦♦					<b>PHASED IN TAX ASSESSED VALUE</b>					
<b>ROAD ACCESS FEE</b>					<b>LEASED LAND FEE</b>					
<b>LOCAL IMPROVEMENTS</b>		<b>LOCAL IMPROVEMENTS COMMENTS</b> (250 characters)								
<input type="checkbox"/> Yes <input type="checkbox"/> No										

♦ ONE OF POSSESSION DATE OR POSSESSION REMARKS IS MANDATORY

♦♦ MANDATORY FOR COMMERCIAL & INDUSTRIAL CONDOS ONLY

## DETAILS

<b>TYPE</b> (Check 1)	<b>CATEGORY</b> (Check 1)	<b>USE</b> (Check 1)
<input type="checkbox"/> Commercial Retail <small>(Do not use for Sale of Business)</small>	<input type="checkbox"/> Commercial Condo <input type="checkbox"/> Highway Commercial <input type="checkbox"/> Institutional *T1 <input type="checkbox"/> Multi-Use <input type="checkbox"/> Retail <input type="checkbox"/> Service	<input type="checkbox"/> Automotive Related <input type="checkbox"/> Bank *T1 <input type="checkbox"/> Church *T1 <input type="checkbox"/> Health & Beauty Related <input type="checkbox"/> Hospitality/Food Related <input type="checkbox"/> Laboratory <input type="checkbox"/> Other *T1 <input type="checkbox"/> Other <input type="checkbox"/> Retail Store Related <input type="checkbox"/> School *T1 <input type="checkbox"/> Service Related <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"/> Industrial	<input type="checkbox"/> Free Standing <input type="checkbox"/> Industrial Condo <input type="checkbox"/> Multi-Unit	<input type="checkbox"/> Cooler/Freezer/Food Inspect <input type="checkbox"/> Factory/ Manufacturing <input type="checkbox"/> Laboratory <input type="checkbox"/> Other <input type="checkbox"/> Transportation <input type="checkbox"/> Warehouse

→ **TYPE** Option Continues on Next Page

## DETAILS (CONTINUED)

TYPE (Check 1)	CATEGORY (Check 1)	USE (Check 1)
<input type="checkbox"/> Investment	<input type="checkbox"/> Accommodation	<input type="checkbox"/> Bed & Breakfast <input type="checkbox"/> Cabins/Cottages <input type="checkbox"/> Hotel/Motel/Inn <input type="checkbox"/> Other
	<input type="checkbox"/> Apartment	<input type="checkbox"/> Apts - 2 to 5 Units <input type="checkbox"/> Apts - 6 to 12 Units <input type="checkbox"/> Apts - 13 to 20 Units <input type="checkbox"/> Apts - Over 20 Units <input type="checkbox"/> Other <input type="checkbox"/> Senior Residence
	<input type="checkbox"/> Industrial	
	<input type="checkbox"/> Office	<input type="checkbox"/> Medical/Dental <input type="checkbox"/> Other <input type="checkbox"/> Professional Office
	<input type="checkbox"/> Recreational	<input type="checkbox"/> Campground <input type="checkbox"/> Golf <input type="checkbox"/> Marina <input type="checkbox"/> Other <input type="checkbox"/> Sports/Entertainment
	<input type="checkbox"/> Retail	
<input checked="" type="checkbox"/> Land	<input checked="" type="checkbox"/> Designated <input type="checkbox"/> Raw (Outside Off Plan)	<input type="checkbox"/> Bush <input type="checkbox"/> Office <input type="checkbox"/> Restricted <input type="checkbox"/> Golf <input type="checkbox"/> Other <input type="checkbox"/> Retail <input type="checkbox"/> Gravel Pit/Quarry <input type="checkbox"/> Parking Lot <input type="checkbox"/> Waterfront <input type="checkbox"/> Hospitality <input type="checkbox"/> Recreational <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Residential
<input type="checkbox"/> Office	<input type="checkbox"/> Office	<input type="checkbox"/> Medical/Dental <input type="checkbox"/> Other <input type="checkbox"/> Professional Office
<input type="checkbox"/> Sale of Business <small>■1</small>	<input type="checkbox"/> Without Property	<input type="checkbox"/> Apparel <input type="checkbox"/> Day Care <input type="checkbox"/> Gravel Pit/Quarry <input type="checkbox"/> Art Gallery <input type="checkbox"/> Delicatessen <input type="checkbox"/> Grocery/Supermarket <input type="checkbox"/> Art Supplies <input type="checkbox"/> Delivery/Courier <input type="checkbox"/> Hair Salon <input type="checkbox"/> Automotive Related <input type="checkbox"/> Distributing <input type="checkbox"/> Hardware/Tools <input type="checkbox"/> Bakery <input type="checkbox"/> Drugstore/Pharmacy <input type="checkbox"/> Home Improvement <input type="checkbox"/> Banquet Hall <input type="checkbox"/> Dry Cleaning/Laundry <input type="checkbox"/> Hotel/Motel/Inn <input type="checkbox"/> Barber/Beauty <input type="checkbox"/> Electronics <input type="checkbox"/> Jewellery <input type="checkbox"/> Bar/Tavern/Pub <input type="checkbox"/> Entertainment <input type="checkbox"/> Manufacturing <input type="checkbox"/> Beauty Salon <input type="checkbox"/> Fast Food/Takeout <input type="checkbox"/> Marina <input type="checkbox"/> Bed & Breakfast <input type="checkbox"/> Fitness/Training <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Butcher/Meat <input type="checkbox"/> Florist <input type="checkbox"/> Other <input type="checkbox"/> Cabins/Cottages <input type="checkbox"/> Food Court Outlet <input type="checkbox"/> Pizzeria <input type="checkbox"/> Café <input type="checkbox"/> Footwear <input type="checkbox"/> Real Estate Office <input type="checkbox"/> Car Wash <input type="checkbox"/> Fruit/Vegetable/ <input type="checkbox"/> Restaurant <input type="checkbox"/> Caterer/Cafeteria <input type="checkbox"/> Market <input type="checkbox"/> Self Storage <input type="checkbox"/> Coffee/Donut Shop <input type="checkbox"/> Funeral Home <input type="checkbox"/> Service Related <input type="checkbox"/> Coin Laundromat <input type="checkbox"/> Furniture <input type="checkbox"/> Spa/Tanning <input type="checkbox"/> Convenience/Variety <input type="checkbox"/> Garden/Landscaping <input type="checkbox"/> Sporting Goods <input type="checkbox"/> Copy/Printing <input type="checkbox"/> Gas Station <input type="checkbox"/> Sports/Entertainment <input type="checkbox"/> Crafts/Hobby <input type="checkbox"/> Golf Course <input type="checkbox"/> Travel Agency <input type="checkbox"/> Dairy Products <input type="checkbox"/> Golf Driving Range <input type="checkbox"/> Woodworking
		<input type="checkbox"/> With Property
<input type="checkbox"/> Store W Apt/Office	<input type="checkbox"/> Store W Apt/Office	

FREESTANDING <small>■2</small>	TOTAL AREA <small>■3</small>	TOTAL AREA CODE <small>■3 (Check 1)</small>
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	17.506	<input checked="" type="checkbox"/> Acres <input type="checkbox"/> Hectares <input type="checkbox"/> Square Feet <input type="checkbox"/> Sq Ft Divisible <input type="checkbox"/> Sq M Divisible <input type="checkbox"/> Square Meters

■1 USE IS MANDATORY IF "SALE OF BUSINESS" TYPE IS CHECKED

■2 MANDATORY IF TYPE IS      --> COMMERCIAL RETAIL; INDUSTRIAL; INVESTMENT; OFFICE; STORE WITH APT/OFFICE

■3 MANDATORY IF TYPE IS      --> COMMERCIAL RETAIL; FARM; INDUSTRIAL; INVESTMENT; LAND; OFFICE; STORE WITH APT/OFFICE

## DETAILS (CONTINUED)

<b>% BUILDING</b>	<b>OFFICE/APT AREA</b> <b>■4</b>	<b>OFFICE APARTMENT AREA CODE</b> <b>■4</b> (Check 1)					
		<input type="checkbox"/> % <input type="checkbox"/> Sq Ft <input type="checkbox"/> Sq Ft Divisible <input type="checkbox"/> Square Meters <input type="checkbox"/> Sq M Divisible					
<b>INDUSTRIAL AREA</b> <b>■5</b>	<b>INDUSTRIAL AREA CODE</b> <b>■5</b> (Check 1)						
	<input type="checkbox"/> % <input type="checkbox"/> Sq Ft <input type="checkbox"/> Sq Ft Divisible <input type="checkbox"/> Square Meters <input type="checkbox"/> Sq M Divisible						
<b>RETAIL AREA</b> <b>■6</b>	<b>RETAIL AREA CODE</b> <b>■6</b> (Check 1)						
	<input type="checkbox"/> % <input type="checkbox"/> Sq Ft <input type="checkbox"/> Sq Ft Divisible <input type="checkbox"/> Square Meters <input type="checkbox"/> Sq M Divisible						
<b>APPROXIMATE AGE</b> (Check 1)	<b>AREA INFLUENCES</b> (Max 2)						
<input type="checkbox"/> New <input type="checkbox"/> 0-5 <input type="checkbox"/> 6-15 <input type="checkbox"/> 16-30 <input type="checkbox"/> 31-50 <input type="checkbox"/> 51-99 <input type="checkbox"/> 100+	<input type="checkbox"/> Greenbelt/Conservation <input type="checkbox"/> Major Highway <input type="checkbox"/> Public Transit <input type="checkbox"/> Recreation/Community Centre <input type="checkbox"/> Skiing <input type="checkbox"/> Subways						
<b>PHYSICALLY HANDICAPPED-EQUIPPED</b>	<b>BASEMENT</b> <b>■7</b>	<b>UFFI</b> (Check 1)					
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> No <input type="checkbox"/> Partially Removed <input type="checkbox"/> Removed <input type="checkbox"/> Yes					
<b>CLEAR HEIGHT</b> <b>■5</b>	<b>SPRINKLERS</b> <b>■12</b>	<b>UTILITIES</b> <b>■3</b>	<b>BAY SIZE</b>				
Feet	Inches	<input type="checkbox"/> No <input type="checkbox"/> Partial <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Available <input type="checkbox"/> None <input type="checkbox"/> Yes	Width Feet	Width Inches	Length Feet	Length Inches
<b>AMPS</b>	<b>VOLTS</b>	<b>WATER</b> (Check 1)					
		<input type="checkbox"/> Both <input checked="" type="checkbox"/> Municipal <input type="checkbox"/> None <input type="checkbox"/> Other <input type="checkbox"/> Well					
<b>WATER SUPPLY TYPE</b> (Max 4)							
<input type="checkbox"/> Bored Well <input type="checkbox"/> Chlorination <input type="checkbox"/> Cistern <input type="checkbox"/> Comm Well <input type="checkbox"/> Drilled Well <input type="checkbox"/> Dug Well <input type="checkbox"/> Iron/Mineral Filter <input type="checkbox"/> Lake/River <input type="checkbox"/> None <input type="checkbox"/> Reverse Osmosis <input type="checkbox"/> Sediment Filter <input type="checkbox"/> Shared Well <input type="checkbox"/> Water System							
<b>AIR CONDITIONING</b> <b>■8</b>	<b>HEAT TYPE</b> <b>■9</b> (Check 1)						
<input type="checkbox"/> No <input type="checkbox"/> Partial <input type="checkbox"/> Yes	<input type="checkbox"/> Baseboard <input type="checkbox"/> Gas Forced Air Closed <input type="checkbox"/> Oil Forced Air <input type="checkbox"/> Propane Gas <input type="checkbox"/> Water Radiators <input type="checkbox"/> Electric Forced Air <input type="checkbox"/> Gas Forced Air Open <input type="checkbox"/> Oil Hot Water <input type="checkbox"/> Radiant <input type="checkbox"/> Woodburning <input type="checkbox"/> Electric Hot Water <input type="checkbox"/> Gas Hot Water <input type="checkbox"/> Oil Steam <input type="checkbox"/> Solar <input type="checkbox"/> Fan Coil <input type="checkbox"/> None <input type="checkbox"/> Other <input type="checkbox"/> Steam Radiators						
<b>WASHROOMS</b>	<b>TRUCK LEVEL SHIPPING DOORS #</b> <b>■5</b>	<b>TRUCK LEVEL SHIPPING DOORS DIMENSIONS</b> <b>■5</b>					
		Height Feet	Height Inches	Width Feet	Width Inches		
<b>DOUBLE MAN SHIPPING DOORS #</b> <b>■5</b>		<b>DOUBLE MAN SHIPPING DOORS DIMENSIONS</b> <b>■5</b>					
		Height Feet	Height Inches	Width Feet	Width Inches		
<b>DRIVE-IN LEVEL SHIPPING DOORS #</b> <b>■5</b>		<b>DRIVE-IN LEVEL SHIPPING DOORS DIMENSIONS</b> <b>■5</b>					
		Height Feet	Height Inches	Width Feet	Width Inches		

■3 MANDATORY IF TYPE IS --> COMMERCIAL RETAIL; FARM; INDUSTRIAL; INVESTMENT; LAND; OFFICE; STORE WITH APT/OFFICE

■4 MANDATORY IF TYPE IS --> OFFICE; STORE WITH APT/OFFICE

■5 MANDATORY IF TYPE IS --> INDUSTRIAL

■6 MANDATORY IF TYPE IS --> COMMERCIAL RETAIL; STORE WITH APT/OFFICE

■7 MANDATORY IF TYPE IS --> SALE OF BUSINESS; STORE WITH APT/OFFICE

■8 MANDATORY IF TYPE IS --> COMMERCIAL RETAIL; INDUSTRIAL; INVESTMENT; OFFICE; SALE OF BUSINESS; STORE W APT/OFFICE

■9 NOT MANDATORY IF TYPE IS --> LAND

■10 MANDATORY IF TYPE IS --> OFFICE

■11 MANDATORY IF TYPE IS --> LAND

■12 MANDATORY IF TYPE IS --> COMMERCIAL RETAIL; INDUSTRIAL; OFFICE; STORE WITH APT/OFFICE

## DETAILS (CONTINUED)

<b>GRADE LEVEL SHIPPING DOORS #</b> <b>■5</b>		<b>GRADE LEVEL SHIPPING DOORS DIMENSIONS</b> <b>■5</b>				
		Height Feet	Height Inches	Width Feet	Width Inches	
<b>ELEVATOR</b> <b>■10</b> (Check 1)		<b>GARAGE TYPE</b> <b>■8</b> (Check 1)				
<input type="checkbox"/> Freight+Public <input type="checkbox"/> Freight <input type="checkbox"/> None <input type="checkbox"/> Public		<input type="checkbox"/> Boulevard <input type="checkbox"/> Covered <input type="checkbox"/> Double Detached <input type="checkbox"/> In/Out	<input type="checkbox"/> Lane <input type="checkbox"/> None <input type="checkbox"/> Other <input type="checkbox"/> Outside/Surface	<input type="checkbox"/> Pay <input type="checkbox"/> Plaza <input type="checkbox"/> Public <input type="checkbox"/> Reserved Assigned	<input type="checkbox"/> Single Detached <input type="checkbox"/> Street <input type="checkbox"/> Underground <input type="checkbox"/> Valet	<input type="checkbox"/> Visitor
<b>PARKING SPACES</b>		<b>NUMBER OF TRAILER PARKING SPOTS</b>	<b>OUTSIDE STORAGE</b>	<b>RAIL</b> <b>■5</b> (Check 1)	<b>CRANE</b>	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Available <input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SURVEY</b>	<b>SOIL TEST</b> (Check 1)					
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Construction Audit <input type="checkbox"/> Construction+Environmental <input type="checkbox"/> Environmental Audit <input type="checkbox"/> No <input type="checkbox"/> Yes					
<b>SEWERS</b> <b>■11</b> (Check 1)						
<input type="checkbox"/> None <input type="checkbox"/> Septic Available		<input type="checkbox"/> Sanitary <input type="checkbox"/> Septic	<input type="checkbox"/> Sanitary Available <input type="checkbox"/> Storm	<input type="checkbox"/> Sanitary+Storm <input type="checkbox"/> Storm Available	<input checked="" type="checkbox"/> Sanitary+Storm Available	
<b>FARM FEATURES</b> (Max 26)						
<input type="checkbox"/> Barn Cleaner <input type="checkbox"/> Barn Hydro <input type="checkbox"/> Barn Water <input type="checkbox"/> Barn Well		<input type="checkbox"/> Cold Storage <input type="checkbox"/> Dry Storage <input type="checkbox"/> Equipment Included <input type="checkbox"/> Feed System	<input type="checkbox"/> Fence - Electric <input type="checkbox"/> Irrigation System <input type="checkbox"/> Liquid Tank <input type="checkbox"/> Loading Yard	<input type="checkbox"/> Manure Pit <input type="checkbox"/> Milking System <input type="checkbox"/> Paddock <input type="checkbox"/> Pasture	<input type="checkbox"/> Quotas <input type="checkbox"/> Slats <input type="checkbox"/> Stalls <input type="checkbox"/> Track	<input type="checkbox"/> Tractor Access <input type="checkbox"/> Windbreak <input type="checkbox"/> Other <input type="checkbox"/> None
<b>YEAR BUILT</b>						
<b>YEAR BUILT SOURCE</b>						
<input type="checkbox"/> MPAC <input type="checkbox"/> Appraiser <input type="checkbox"/> Assessor <input type="checkbox"/> Builder <input type="checkbox"/> Estimated <input type="checkbox"/> LBO Provider <input type="checkbox"/> Other <input type="checkbox"/> Owner <input type="checkbox"/> Plans						

**■5 MANDATORY IF TYPE IS**

--> INDUSTRIAL

**■6 MANDATORY IF TYPE IS**

--> COMMERCIAL RETAIL; STORE WITH APT/OFFICE

**■7 MANDATORY IF TYPE IS**

--> SALE OF BUSINESS; STORE WITH APT/OFFICE

**■8 MANDATORY IF TYPE IS**

--> COMMERCIAL RETAIL; INDUSTRIAL; INVESTMENT; OFFICE; SALE OF BUSINESS; STORE W APT/OFFICE

**■9 NOT MANDATORY IF TYPE IS**

--> LAND

**■10 MANDATORY IF TYPE IS**

--> OFFICE

**■11 MANDATORY IF TYPE IS**

--> LAND

**■12 MANDATORY IF TYPE IS**

--> COMMERCIAL RETAIL; INDUSTRIAL; OFFICE; STORE WITH APT/OFFICE

## COMMENTS

**REMARKS FOR CLIENTS** (2000 characters)

**OFFER REMARKS (SELLER DIRECTION)** (500 characters)

## COMMENTS (CONTINUED)

**INCLUSIONS** (1000 characters)

**EXCLUSIONS** (300 characters)

**RENTAL ITEMS/UNDER CONTRACT** (250 characters)

**UNDER CONTRACT MONTHLY COSTS** (250 characters)

**REALTOR ONLY REMARKS** (1050 characters)

Do not walk property without contacting listing agent.

CBRE Toronto North - Mike Czestochowski, Lauren White, Emelie Rowe, Evan Stewart, Nicholas Webster

## FINANCIAL INFORMATION

FINANCIAL STATEMENT	CHATTELS	FRANCHISE	DAYS OPEN	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Open 1 Day <input type="checkbox"/> Open 2 Days <input type="checkbox"/> Open 3 Days <input type="checkbox"/> Open 4 Days <input type="checkbox"/> Open 5 Days <input type="checkbox"/> Open 6 Days <input type="checkbox"/> Open 7 Days <input type="checkbox"/> Varies	
HOURS OPEN (255 characters)				
EMPLOYEES		SEATS	LL.B.O	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
BUSINESS/BUILDING NAME (100 characters)				
TAXES EXPENSE		INSURANCE EXPENSE	MANAGEMENT EXPENSE	MAINTENANCE EXPENSE
HEAT EXPENSE		HYDRO EXPENSE	WATER EXPENSE	OTHER EXPENSE
GROSS INCOME/SALES		VACANCY ALLOWANCE	OPERATING EXPENSE	NET INCOME BEFORE DEBT
ESTIMATED INVENTORY VALUE AT COST		COMMON AREA UPCHARGE	PERCENTAGE RENT	EXPENSES ACTUAL/ESTIMATED <sup>♦♦</sup>
				<input type="checkbox"/> Actual <input type="checkbox"/> Estimated
YEAR EXPENSE <sup>♦♦</sup>				

♦ MANDATORY IF TYPE "SALE OF BUSINESS" IS CHECKED IN DETAILS SECTION

♦♦ COMPLETE ONLY IF YOU HAVE ENTERED ANY AMOUNT(S)

## OTHER

LISTING BROKERAGE	LISTING BROKERAGE PHONE	LISTING BROKERAGE FAX
CBRE Limited		
SALESPERSON 1	SALESPERSON 1 PHONE	
SALESPERSON 2 BROKERAGE	SALESPERSON 2 PHONE	
CBRE Limited		
SALESPERSON 2		
SALESPERSON 3 BROKERAGE	SALESPERSON 3 PHONE	
SALESPERSON 3		
SALESPERSON 4 BROKERAGE	SALESPERSON 4 PHONE	
SALESPERSON 4		
COMMISSION TO CO-OPERATING BROKERAGE (50 characters)	SELLER PROPERTY INFO STATEMENT	ENERGY CERTIFICATE
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

## OTHER (CONTINUED)

<b>CERTIFICATE LEVEL</b> (25 characters)		<b>GREEN PROPERTY INFO STATEMENT</b>	<b>DISTRIBUTE TO INTERNET</b>
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>DISPLAY ADDRESS ON INTERNET</b>		<b>DISTRIBUTE TO DDF/IDX</b>	<b>PERMISSION TO CONTACT LISTING BROKER TO ADVERTISE</b>
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>REALTOR® SIGN ON PROPERTY</b>	<b>APPOINTMENTS/SHOWING REMARKS</b> (250 characters)		
<input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>SHOWING REQUIREMENTS</b> (Max 6)			
<input type="checkbox"/> Go Direct <input type="checkbox"/> Lockbox <input checked="" type="checkbox"/> See Brokerage Remarks <input type="checkbox"/> Showing System <input type="checkbox"/> List Brokerage <input type="checkbox"/> List Salesperson			
<b>OCCUPANCY</b> (Check 1)		<b>CONTACT AFTER EXPIRED</b>	
<input type="checkbox"/> Owner + Tenant <input type="checkbox"/> Owner <input type="checkbox"/> Partial <input type="checkbox"/> Tenant <input type="checkbox"/> Vacant		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>UNBRANDED VIRTUAL TOUR URL 1</b> (255 characters)			
<b>UNBRANDED VIRTUAL TOUR URL 2</b> (255 characters)			
<b>BRANDED VIRTUAL TOUR URL 1</b> (255 characters)			
<b>BRANDED VIRTUAL TOUR URL 2</b> (255 characters)			
<b>SALES BROCHURE URL</b> (255 characters)			
<b>ADDITIONAL PICTURES URL</b> (200 characters)			
<b>ALTERNATE FEATURE SHEET URL</b> (200 characters)			
<b>MAP LOCATION URL</b> (255 characters)			
<b>SOUND BITE URL</b> (255 characters)			

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

**SIGNATURE**

**DATE** / /  
MM DD YYYY

**SIGNATURE**

**DATE** / /  
MM DD YYYY





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

This is a Multiple Listing Service® Agreement



(Seller's Initials)

OR

Exclusive Listing Agreement

**EXCLUSIVE**

(Seller's Initials)

**BETWEEN:**

**BROKERAGE:** CBRE Limited

(the "Listing Brokerage") Tel. No. ....  
KSV Restructuring Inc., Court-appointed Receiver of Minthollow Estates Inc. and not in its personal or corporate capacity (the "Seller")

**DESIGNATED REPRESENTATIVE(S):** Mike Czestochowski

(Name of Salesperson/Broker/Broker of Record)

Lauren White, Emelie Rowe, Evan Stewart, Nicholas Webster

The Designated Representative will be providing services and representation to the Seller and the Brokerage provides services but not representation.

In consideration of the Listing Brokerage listing the real property **for sale** known as Southeast Corner of Promenade Dr & Garden St, Whitby, ON

(the "Property")

the Seller hereby gives the Listing Brokerage the **exclusive and irrevocable** right to act as the Seller's agent,

commencing at ..... on the ..... day of **January** ..... , 20**26** , (a.m./p.m.)

and expiring at 11:59 p.m. on the ..... day of **July** ..... , 20**26** . (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 Trust in Real Estate Services Act, 2002 (TRESA), the Listing Brokerage must obtain the Seller's initials. **}**

(Seller's Initials)

to offer the Property **for sale** at a price of: **1** 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)

**Schedule A, B, C, D & Rider to LA**

attached hereto forms part of this Agreement, of which **Schedule A** sets out the details with respect to the services, confidentiality and representation of the Brokerage and Designated Representative.

**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. "Self-represented assistance" shall mean assistance provided to a self-represented party. 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 Trust in Real Estate Services 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:

(i) the Seller agrees to pay the Listing Brokerage a commission of ..... 5% ..... % of the sale price of the Property or ..... 3% if solely completed by the listing team. In case of a credit bid or redemption fee, see schedule B

("total commission") for any valid offer to purchase the Property from any source whatsoever obtained during the Listing Period, as may be acceptable to the Seller.

(ii) 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 ..... 2 ..... % of the sale price of the Property or .....

Payment to the co-operating brokerage shall be made by the Listing Brokerage out of the total commission calculated above.

~~The Seller further agrees that the total commission calculated above shall be payable to the Listing Brokerage even if there is no co-operating 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.

**INITIALS OF LISTING BROKERAGE:**

**INITIALS OF SELLER(S):**



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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 relationships, including information on Seller Representation, Sub-agency, Buyer Representation, Multiple Representation and Self-Represented Party assistance. 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 require the Seller's written consent to represent both the Seller and the buyer for the transaction. 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.

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;
- the Listing Brokerage shall not disclose to the buyer the terms of any other offer, unless otherwise directed in writing by the Seller; and
- the Listing Brokerage shall not disclose to the Seller the terms of any other offer by the buyer.

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.

~~The Brokerage shall not be appointed or authorized to be agent for either the Seller or the buyer for the purpose of giving and receiving notices where the Brokerage represents both the Seller and the buyer (multiple representation) or where the buyer or the seller is a self-represented party.~~

**MULTIPLE REPRESENTATION AND DESIGNATED REPRESENTATION:** The Seller understands and acknowledges where both the Seller and buyer are represented by a designated representative of the Listing Brokerage, multiple representation will not result, unless that designated representative represents more than one client in the same trade, and will require consent in writing for such multiple representation. In the event of multiple representation and designated representation, the Brokerage duty of disclosure to both the seller and the buyer client is as more particularly set out in the agreement with the respective seller or 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 by the Seller 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 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.

**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 and, if attached, the accompanying addendum. 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. 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.

**10. 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.

**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.

**INITIALS OF LISTING BROKERAGE:** 

**INITIALS OF SELLER(S):** 

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**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 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:	<input type="checkbox"/>	<input type="checkbox"/>
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 Listing 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.

**THE LISTING BROKERAGE AND THE DESIGNATED REPRESENTATIVE OF THE BROKERAGE AGREE TO MARKET THE PROPERTY ON BEHALF OF THE SELLER AND THE DESIGNATED REPRESENTATIVE OF THE BROKERAGE SHALL 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.**

..... **Daniel Reid** .....  
(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 any 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:

.....  
(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 ..... (Name of Salesperson/Broker/Broker of Record)

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

.....  
(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 **26**

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

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

# Schedule A

## Listing Agreement - Commercial

## Seller Designated Representation Agreement

## Authority to Offer for Sale

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

**BROKERAGE:** CBRE Limited ....., and

KSV Restructuring Inc., Court-appointed Receiver of Minthollow Estates Inc. and not in its personal or corporate capacity

**SELLER:** .....

**PROPERTY:** Southeast Corner of Promenade Dr & Garden St, Whitby, ON .....

This Schedule to the Agreement, *inter alia*, sets out the details of the provision of services by the Brokerage and the provision of services, confidentiality and representation by the Designated Representative of the Brokerage, and subject to the terms of Clause 14 in the Agreement (Conflict or Discrepancy), is in addition to provision of services, confidentiality and representation set out in the Agreement.

**PIN:** 265691884

**Legal Description:**

PART BLOCK 119 PLAN 40M-2448 DESIGNATED AS PARTS 51 AND 52 40R31965 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN DURHAM COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 381 SUBJECT TO AN EASEMENT AS IN DR1899726 SUBJECT TO AN EASEMENT AS IN DR2072080 SUBJECT TO AN EASEMENT AS IN DR2189672 SUBJECT TO AN EASEMENT AS IN DR2199431 SUBJECT TO AN EASEMENT OVER PART 52 40R31965 AS IN DR703658 TOGETHER WITH AN EASEMENT OVER PART LOT 24, CONCESSION 4, BEING PART 4, 40R25356, UNTIL SUCH TIME AS PART LOT 24, CONCESSION 4, WHITBY, PART 4, 40R25356 IS DEDICATED AS A PUBLIC HIGHWAY AS IN DR703655 TOGETHER WITH AN EASEMENT OVER PART BLOCK 119 PLAN 40M-2448 DESIGNATED AS PART 53 40R31965 AS IN DR2203828 SUBJECT TO AN EASEMENT FOR ENTRY AS IN DR2203828 SUBJECT TO AN EASEMENT AS IN DR2220460 TOWN OF WHITBY

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

**INITIALS OF LISTING BROKERAGE:** 

**INITIALS OF SELLER(S):** 



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**Schedule B**  
**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:** CBRE Limited, and

**SELLER:** .....

for the property known as Promenade Dr & Garden St, Whitby .....

..... dated the ..... day of ..... January , 20 26 .....

**Credit Bid Fee, or partial credit bid fee (consisting of both credit and cash), by any of the mortgagees or their assignee (such bid to be approved by the Court) :**

- Flat fee of \$35,000 (plus HST)

**Redemption Fee in the event of a redemption by the mortgagor or its assignee or if the borrower brings the mortgage current (such redemption to be approved by the Court) :**

- Flat fee of \$35,000 (plus HST)

A redemption fee is not payable if a credit bid or partial credit bid fee is payable, and vice versa.

Similarly, neither a redemption fee nor a credit bid (or partial credit bid) fee is payable if a commission fee is payable under this listing agreement.

In the event that the Property has been launched and marketed to the full extent of the services outlined in Schedule C, and the Seller receives one or more binding offers within the value range as listed in the proposal, and the Seller elects not to accept any such binding offers between [REDACTED] or otherwise proceed with the sale of the Property, CBRE shall be entitled to a marketing fee in the amount of \$35,000 (plus HST) (the "Marketing Fee"). The Marketing Fee shall be paid within 30 days following receipt of an invoice therefore from CBRE and shall be paid pursuant to the instructions in the invoice.

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

**INITIALS OF BROKERAGE:** 

**INITIALS OF SELLER(S):** 

**Schedule C**  
**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:** CBRE Limited ..... and

KSV Restructuring Inc., Court-appointed Receiver of Minthollow Estates Inc. and not in its personal or corporate capacity

**SELLER:** .....

for the property known as Southeast Corner of Promenade Dr & Garden St, Whitby, ON .....

..... dated the ..... day of January ..... , 20 26

Under the terms of this Agreement, CBRE agrees to provide the Owner the following commercial real estate brokerage services;

- (a) Perform financial analysis on the Properties;
- (b) Assemble and package due diligence materials;
- (c) Prepare marketing materials for use in promoting the Properties with CBRE being responsible for all reasonable marketing costs;
- (d) Advise the Owners of the various steps in achieving the sale of the Properties;
- (e) Compile a list of purchasers that may be interested in the Properties;
- (f) Execute a marketing program for the Properties;
- (g) Day-to-day management of the marketing process, including co-ordination of due diligence, assisting the Owners and third parties, facilitating tours and information requests, and other duties as required;
- (h) Receiving offers for the Properties;
- (i) Advising the Owners with respect to such interest and offers;
- (j) Assisting the Owners in negotiations, structuring and documentation of the transaction with the purchaser until closing;
- (k) Provide such other advice or services as may be required in order to carry out responsibilities

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

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

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**Schedule D**  
**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:** CBRE Limited ..... and

**SELLER:** KSV Restructuring Inc., Court-appointed Receiver of Minthollow Estates Inc. and not in its personal or corporate capacity

for the property known as Southeast Corner of Promenade Dr & Garden St, Whitby, ON .....

..... dated the ..... day of January ..... , 20 26

Remove #7 "Warranty". See #13 in Rider to LA

Lines in the #8 "Indemnification and Insurance" clause to be removed: "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 cooperating brokerage made by anyone who attends or visits the Property.

Remove clause #10 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.

Lines in the #12 "Use and Distribution of Information" clause to be removed: "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".

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

**INITIALS OF BROKERAGE:** 

**INITIALS OF SELLER(S):** 

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## **Rider – CBRE Listing Agreement**

Notwithstanding anything contained in the Agreement, each of the Listing Brokerage and the Seller acknowledges and agrees as follows:

**1. Termination and suspension Rights.** The Seller may without penalty or cost to the Seller terminate the Agreement at any time, if: (i) the Listing Brokerage is in default hereunder or under any other agreement with the Seller or (ii) it no longer wishes to sell the Property. In addition, this Agreement shall automatically terminate without penalty or cost to the Seller if: (a) the order of the Ontario Superior Court of Justice (Commercial List) dated November 20, 2025 (the “**Receivership Order**”) is revoked, overturned on appeal, suspended or terminated; and/or (b) the Seller is restricted in or enjoined from dealing with the Property by a court of competent jurisdiction.

In addition, upon mutual agreement between Listing Brokerage and the Seller, without penalty or cost to the Seller, the Seller may suspend this Agreement at any time during the Listing Period (the “**Suspension Period**”). Upon receipt by the Listing Brokerage of a notice of Suspension Period from the Seller, the parties agree that the Property shall be taken off the market temporarily, such that no active marketing activity shall be conducted during the Suspension Period until termination of the Suspension Period.

**2. Listing Period.** The term of this Agreement shall begin on January **[ ]**, 2026 (the “**Commencement Date**”) and shall expire, subject to any Suspension Period, on July **[ ]**, 2026 (the “**Listing Period**”). Notwithstanding any other provision in this Agreement, the Listing Brokerage shall not advertise the Property until the Seller provides express authority to do so and all marketing materials have been approved.

**3. Price.** While it is the Seller’s intention to obtain the highest and best offer for the Property, the Listing Brokerage acknowledges and agrees that the Seller need not accept the highest offer and/or the best offer or any offer, and that acceptance by the Seller of any offer for the Property is subject at all times to the Seller’s approval in its sole and absolute discretion and approval by the Court. No fee, commission or other compensation is payable to the Listing Brokerage (except for the Marketing Fee as detailed in Schedule B) in respect of the Property unless and until the sale of the Property has been completed and the purchase price consideration payable to the Seller has been paid in its entirety.

**5. Listing Brokerage’s Duties.** The Listing Brokerage covenants and agrees with the Seller to:

(a) unless otherwise agreed by the Seller, diligently market the Property for sale and use commercially reasonable efforts to sell the Property;

(b) ensure that there is continuity in the assignment of individual staff members and partners to the work performed by the Listing Brokerage under the terms of this engagement. In particular, the Listing Brokerage agrees to ensure that individual staff members originally assigned, including Mike Czestochowski, Lauren White, Emelie Rowe and Evan Stewart (together, the “**Listing Team**”), to perform work in connection with the Listing Brokerage’s engagement, will each be available and will devote the time required to undertake the assignment contemplated herein;

(c) subject to the instructions of the Seller, together with the Seller’s counsel, assist the Seller in negotiating binding agreements of purchase and sale with respect to the Property, subject to Court approval, with those parties identified by the Seller. Only the Seller shall have authority to accept offers and the Listing Brokerage shall not have any authority whatsoever

to enter into any sale, financing or other contract on behalf of the Seller and/or to otherwise bind the Seller in any manner whatsoever;

(d) continue to assist the Seller in connection with the sale of the Property and seeking Court approval after the execution of a binding agreement of purchase and sale with respect to the same until such sale has been successfully concluded; and

(e) unless the Seller's written consent is provided in advance, to act solely for the benefit of the Seller in connection with the marketing and sale of the Property and not to have any direct or indirect interest in any entity purchasing or proposal to purchase the Property and not to receive any payments or other benefits from said purchasers or potential purchasers.

**6. Commission Payable to the Listing Brokerage.** The commission payable to the Listing Brokerage shall be as set out in Section 2 and Schedule B of the Agreement.

Any fee, commission or other compensation payable to the Listing Brokerage in connection with a holdover period, being 180 days from the termination of the Listing Agreement ("Holdover Period"), shall: (a) only apply to those purchasers who were introduced to the Seller or to the Property by the Listing Brokerage during the Listing Period and who the Listing Brokerage has previously disclosed in writing to the Seller no later than three (3) days following the earlier of the expiration or termination of the Agreement; and (b) be reduced by any fee, commission and/or other compensation paid to another broker or agent for the sale of the Property as the new Listing Brokerage (the "New Agent") on the basis of an agreement with the New Agent entered into with respect to the Holdover Period. If the Listing Brokerage had introduced up to a maximum of two (2) different prospective *bona fide* purchasers to the Seller during the Listing Period (each being a "Serious Prospect") and said Serious Prospect had entered into material negotiations with the Seller to purchase the Property, but said material negotiations had not resulted in a binding agreement of purchase and sale, to the extent that each of the Listing Brokerage and the Seller agree in writing to designate said prospective purchaser as a Serious Prospect prior to the expiration of the Listing Period, and so long as the Seller is not prohibited from doing so, and provided that the New Agent has agreed to forego its fee should a sale to a Serious Prospect be completed, the Listing Brokerage shall be entitled to its commission in connection with the transaction being completed with the Serious Prospect upon terms and conditions acceptable to the Seller in their sole and absolute discretion, which transaction must be subject to Court approval and a binding and unconditional agreement of purchase and sale executed by each of the parties thereto prior to the expiration of the Holdover Period. Notwithstanding any other provision hereof, during the Holdover Period, the Listing Brokerage will not be entitled to any commission, payment or fee as the Seller's agent if the Listing Team represents the purchaser.

The Seller hereby instructs its solicitors to distribute payment to the Listing Brokerage in the amount noted above directly out of the proceeds of sale in accordance with an accepted agreement of purchase and sale and to have same addressed as a closing cost to the transaction.

**7. Acknowledgments.** The Listing Brokerage acknowledges and agrees in favour of the Seller that: (a) the Property is to be marketed and sold on an "as is, where is" basis and, accordingly, any agreement of purchase and sale shall provide an acknowledgment by such purchaser that the Property is being sold by the Seller on an "as is, where is" basis, and that no representations or warranties are being provided by Seller or Listing Brokerage; (b) the Seller will vest title to the Property by way of an approval and vesting order issued by the Court; and (c) the sale of the Property requires the prior approval of the Court in said Court's sole and absolute discretion.

**8. Advertisement Expenses, Third Party Consultants and Reporting.** All advertising and sales promotion shall be subject to the approval of the Seller and all such advertisement and promotional material shall be prepared, published and distributed by the Listing Brokerage and shall be at the expense of the Listing Brokerage. All third-party reports and legal service fees requested and/or approved by the Seller shall be at the expense of the Seller. The Listing Brokerage agrees to provide the Seller with detailed reporting regarding the status of the Sale Process, including weekly lists of its solicitation efforts, the parties interested in the opportunity, the status of their diligence and such other information as is reasonably requested by Seller to be kept apprised of all material developments. The Listing Brokerage will participate in no less than one daily update call with the Seller, in Seller's discretion.

**9. Indemnity.** The Listing Brokerage confirms that it owes an obligation to the Seller and its directors, officers, employees, agents and advisors (collectively, the "**Indemnified Parties**") to carry out its activities in a competent and professional manner acting reasonably and in good faith. As such, the Listing Brokerage hereby indemnifies the Indemnified Parties with respect to claims made by third parties against the Indemnified Parties arising out of the Listing Brokerage's (including its officers, employees, agents and the Listing Team) gross negligence or willful misconduct, including its failure to comply with its obligations hereunder. The parties agree that this Indemnity section shall not apply if any of the claims are a result of the Seller's willful misconduct or gross negligence. This indemnity shall survive the expiration or termination of the Agreement.

**10. Confidentiality.** The Listing Brokerage shall treat and shall cause its agents to treat as confidential and shall not disclose, during as well as after the rendering of the service contracted herein, except where legally required by law, any confidential information, records or documents to which the Listing Brokerage becomes privy as a result of its performance of the Agreement and shall take all necessary steps to ensure the confidentiality of information in the Listing Brokerage's possession or control. The Listing Brokerage acknowledges that the Seller may disclose this Agreement in its sole and absolute discretion, including to stakeholders, creditors and the Court.

The Listing Brokerage agrees to collect, use, communicate, transmit, disclose, process, preserve and destroy any confidential information in accordance with the Agreement, except as required by law to be retained or pursuant to Listing Brokerage's automatic, ordinary course archiving, and only for the purpose of the reasonable performance by the Listing Brokerage of its responsibilities hereunder and according to the instructions of the Seller. The Listing Brokerage will not distribute, sell, search for license, rent, transfer or disclose any confidential information for its benefit or for the benefit of a party other than the Seller, without the prior written consent of the Seller.

The Listing Brokerage agrees not to use the name or logo of the Seller, the mortgagee, or any party related to these proceedings, or any of their affiliates including, without limitation, in its publicity or list of customers or partners as well as in connection with any public communication made verbally or in writing, in any medium whatsoever. In the event that the Listing Brokerage wishes to make such use of any of the foregoing names, it shall obtain the Seller's or mortgagee's prior written approval, as applicable, relating to such use and, where appropriate, the text in such name is to be used. The Seller or the mortgagee may, in its sole discretion, accept or refuse to give its approval.

**11. Assignment.** This Agreement shall not be assigned in whole or in part by the Listing Brokerage without the prior written consent of the Seller which consent may be unreasonably and/or arbitrarily withheld and any assignment made without that consent is void and of no effect.

**12. Seller's Capacity.** Notwithstanding the foregoing or anything else contained herein or elsewhere, the Listing Brokerage acknowledges and agrees that approval of the Sale Process (including the retention of the Listing Brokerage) and any transaction or transactions involving a sale of the Property requires the prior approval of the Court in the Court's sole and absolute discretion. The Listing Brokerage acknowledges that the Seller is entering into this Agreement solely in its capacity as receiver and not in its personal or corporate capacity and that KSV Restructuring Inc. shall have no personal liability under or in connection with this Agreement in any circumstance whatsoever, and expressly disclaims any such liability

**13. Warranty.** Subject to Section 12 above and the remainder of this Section 13, the Seller represents and warrants that upon approval by the Court the Seller will have the exclusive authority and power to execute this Agreement and to authorize the Listing Brokerage to offer the Property for sale. Notwithstanding the foregoing, the Listing Brokerage acknowledges and agrees that the Seller has only limited knowledge about the Property and cannot confirm any third-party interests or claims with respect to the Property.

**14. Execution.** This Agreement and any other agreement delivered in connection therewith, and any amendments thereto, may be executed by electronic copy or such similar format and if so executed and transmitted, will be for all purposes as effective as if the parties had delivered an executed original of this Agreement, or such other agreement or amendment, as the case may be, and shall be deemed to be made when the receiving party confirms this Agreement, or such agreement or amendment, as the case may be, to the requesting party by electronic copy or such similar format. This Agreement may be executed in several counterparts, and each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and, notwithstanding their date of execution, shall be deemed to bear date as of the date first written above.

**15. Jurisdiction.** This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario. If any provision hereof is invalid or unenforceable in any jurisdiction where this Agreement is to be performed, such provision shall be deemed to be deleted and the remaining portions of this Agreement shall remain valid and binding on the parties hereto.

**16. Finder's Fees.** The Seller does not consent to the Listing Brokerage (or its respective affiliates) receiving and retaining, in addition to the commission provided for or otherwise contemplated in this Agreement (including the Listing Fee), a finder's fee for any financing or sale of the Property or any other transaction related to the Property.

**17. 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, provided such authorizations expressly prohibit any inspections by such regulatory authorities. For greater certainty, none of the Listing Brokerage or the Listing Brokerage's representatives may bind the Seller or execute any documentation on behalf of the Seller. The Seller hereby authorizes, instructs and directs the above noted regulatory authorities, governments, mortgagees or others to release any and all information to the Listing Brokerage.

**18. Conflict of interest** The Listing Brokerage represents and warrants that neither it nor its representatives are in a Conflict of Interest by providing the services contemplated in this Agreement or by entering into the Agreement. The Listing Brokerage undertakes, regarding the provision of the services contemplated in this Agreement, to comply, and to ensure that its representatives comply, with all applicable laws (including any applicable anti-corruption laws), regulations, governmental order and administrative policies. For the purpose of the Agreement, "**Conflict of Interest**" means any situation that would put into conflict (apparent, actual or potential) either the Listing Brokerage or its representatives' personal interests and

the interests of the Seller. In the event that a Conflict of Interest presents itself or is likely to present itself, the Listing Brokerage shall immediately inform the Seller who could, at its sole discretion, (a) provide the Listing Brokerage with instructions as to how to remedy such Conflict of Interest, or (b) terminate the Agreement without penalty or costs to the Seller.

This Agreement is accepted on \_\_\_\_\_ 2026.

Mandatory Field  
 All Property Types

 Optional Field  
 All Property Types

 Initial Information  
 Page

**MLS® LISTING #**

--

**LOCATION**

<b>ASSESSMENT ROLL # (ARN)</b>	<b>PIN #</b>	<b>ADDITIONAL PIN #</b>
	265691884	

**AREA**

Durham
--------

**MUNICIPALITY**

Whitby
--------

**COMMUNITY** \*

<b>STREET DIRECTION PREFIX</b> (Check 1)	<b>STREET #</b>	<b>STREET NAME</b> (50 characters)
<input type="checkbox"/> E <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> W <input type="checkbox"/> NW <input type="checkbox"/> NE <input type="checkbox"/> SW <input type="checkbox"/> SE	N/A	Promenade
<b>ABBREV.</b>	<b>STREET DIRECTION</b>	<b>APT/UNIT #</b>
DR*	<input type="checkbox"/> E <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> W <input type="checkbox"/> NW <input type="checkbox"/> NE <input type="checkbox"/> SW <input type="checkbox"/> SE	<b>POSTAL CODE</b>
		L1R 0S6

<b>LEGAL DESCRIPTION (LOT, PLAN, CONCESSION)</b> (500 characters)
PART BLOCK 119 PLAN 40M-2448 DESIGNATED AS PARTS 51 AND 52 40R31965 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN DURHAM COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 381 SUBJECT TO AN EASEMENT AS IN DR1899726 SUBJECT TO AN EASEMENT AS IN DR2072080 SUBJECT TO AN EASEMENT AS IN DR2189672 SUBJECT TO AN EASEMENT AS IN DR2199431 SUBJECT TO AN EASEMENT OVER PART 52 40R31965 AS IN DR703658 TOGETHER WITH AN EASEMENT OVER PART LOT 24, CONCESSION 4, BEING PART 4 40R25356, UNTIL SUCH TIME AS PART LOT 24, CONCESSION 4, WHITBY, PART 4, 40R25356 IS DEDICATED AS A PUBLIC HIGHWAY AS IN DR703655 TOGETHER WITH AN EASEMENT OVER PART BLOCK 119 PLAN 40M-2448 DESIGNATED AS PART 53 40R31965 AS IN DR2203828 SUBJECT TO AN EASEMENT FOR ENTRY AS IN DR2203828 SUBJECT TO AN EASEMENT AS IN DR220460 TOWN OF WHITBY

<b>PROPERTY MANAGEMENT COMPANY</b> (60 characters)	<b>LOT FRONT</b> **▲	<b>LOT DEPTH</b> **▲
	338.09	91.96

<b>LOT/BUILDING/UNIT CODE</b> ▲	<b>LOT SIZE CODE</b> ▲	<b>LOT IRREGULARITIES</b> (40 characters) Lot is irregular shape
<input checked="" type="checkbox"/> Lot <input type="checkbox"/> Building <input type="checkbox"/> Unit	<input checked="" type="checkbox"/> Feet <input type="checkbox"/> Acres <input type="checkbox"/> Metres	

<b>LOT SHAPE</b> (Check 1)
<input type="checkbox"/> Irregular <input type="checkbox"/> Other <input type="checkbox"/> Pie <input type="checkbox"/> Rectangular <input type="checkbox"/> Reverse Pie <input type="checkbox"/> Square

<b>LOT SIZE SOURCE</b> (Check 1)	<b>LOT SIZE AREA</b>
<input type="checkbox"/> GeoWarehouse <input type="checkbox"/> MPAC <input type="checkbox"/> Other <input type="checkbox"/> Survey	

<b>LOT SIZE AREA CODE</b> (Check 1)
<input type="checkbox"/> Acres <input type="checkbox"/> Hectares <input type="checkbox"/> Sq. Ft. Divisible <input type="checkbox"/> Sq. M. Divisible <input type="checkbox"/> Square Meters <input type="checkbox"/> Square Feet

<b>WINTERIZED</b> (Check 1)	<b>ZONING</b> (50 characters) R5A* - 10 1784
<input type="checkbox"/> Fully <input type="checkbox"/> Partial <input type="checkbox"/> No	

<b>DIRECTIONS</b> (250 characters)
------------------------------------

<b>MAIN CROSS STREETS</b> (250 characters)
PROMENADE DRIVE & GARDEN STREET

\* MANDATORY IF AVAILABLE

\*\* NOT MANDATORY FOR COMMERCIAL CONDO

▲ IF NOT APPLICABLE ENTER "0"

## AMOUNTS/DATES

<b>LIST PRICE</b>		<b>HST APPLICABLE TO SALE PRICE</b> (Max 3) <input checked="" type="checkbox"/> In Addition To <input type="checkbox"/> Included In <input type="checkbox"/> Not Subject to HST				<b>DEVELOPMENT CHARGES PAID</b> (Max 2) <input type="checkbox"/> Credit <input type="checkbox"/> No <input type="checkbox"/> Partial <input type="checkbox"/> Unknown <input type="checkbox"/> Yes				
\$1										
<b>LIST PRICE CODE</b> (Check 1)						<b>MINIMUM RENTAL TERM MONTHS</b>				
<input checked="" type="checkbox"/> For Sale <input type="checkbox"/> Gross Lease <input type="checkbox"/> Hectares <input type="checkbox"/> Net Lease <input type="checkbox"/> Other <input type="checkbox"/> Per Acre <input type="checkbox"/> Per Sq Ft <input type="checkbox"/> Plus Stock <input type="checkbox"/> Sq Ft Gross <input type="checkbox"/> Sq Ft Net <input type="checkbox"/> Sq M Gross <input type="checkbox"/> Sq M Net										
<b>MAXIMUM RENTAL TERM MONTHS</b>		<b>TAXES</b>		<b>TAX YEAR</b>	<b>TAX TYPE</b> (Check 1)					
				2025	<input checked="" type="checkbox"/> Annual <input type="checkbox"/> N/A <input type="checkbox"/> T&O <input type="checkbox"/> TMI					
<b>ASSESSMENT</b>		<b>ASSESSMENT YEAR</b>		<b>CONTRACT COMMENCEMENT</b>		<b>EXPIRY DATE</b>				
				01	/	2026	07	/	2026	
<b>POSSESSION DATE</b> ♦  MM / DD / YYYY		<b>POSSESSION REMARKS</b> ♦ (75 characters)								
<b>POSSESSION TYPE</b> (Check 1)						<b>HOLDOVER DAYS</b>				
<input checked="" type="checkbox"/> Immediate <input type="checkbox"/> Flexible <input type="checkbox"/> Other <input type="checkbox"/> 1-29 days <input type="checkbox"/> 30-59 days <input type="checkbox"/> 60-89 days <input type="checkbox"/> 90+ days						180				
<b>SELLER NAME</b> (200 characters) KSV Restructuring Inc., Court-appointed Receiver of Minthollow Estates Inc. and not in its personal or corporate capacity										
<b>MORTGAGE COMMENTS</b> (140 characters)										
<b>CONDO MAINTENANCE FEES MONTHLY</b> ♦♦					<b>PHASED IN TAX ASSESSED VALUE</b>					
<b>ROAD ACCESS FEE</b>					<b>LEASED LAND FEE</b>					
<b>LOCAL IMPROVEMENTS</b>		<b>LOCAL IMPROVEMENTS COMMENTS</b> (250 characters)								
<input type="checkbox"/> Yes <input type="checkbox"/> No										

♦ ONE OF POSSESSION DATE OR POSSESSION REMARKS IS MANDATORY

♦♦ MANDATORY FOR COMMERCIAL & INDUSTRIAL CONDOS ONLY

## DETAILS

<b>TYPE</b> (Check 1)	<b>CATEGORY</b> (Check 1)	<b>USE</b> (Check 1)
<input type="checkbox"/> Commercial Retail <i>(Do not use for Sale of Business)</i>	<input type="checkbox"/> Commercial Condo <input type="checkbox"/> Highway Commercial <input type="checkbox"/> Institutional *T1 <input type="checkbox"/> Multi-Use <input type="checkbox"/> Retail <input type="checkbox"/> Service	<input type="checkbox"/> Automotive Related <input type="checkbox"/> Bank *T1 <input type="checkbox"/> Church *T1 <input type="checkbox"/> Health & Beauty Related <input type="checkbox"/> Hospitality/Food Related <input type="checkbox"/> Laboratory <input type="checkbox"/> Other *T1 <input type="checkbox"/> Retail Store Related <input type="checkbox"/> School *T1 <small>*T1 USE FOR "INSTITUTIONAL" CATEGORY ONLY</small>
<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"/> Industrial	<input type="checkbox"/> Free Standing <input type="checkbox"/> Industrial Condo <input type="checkbox"/> Multi-Unit	<input type="checkbox"/> Cooler/Freezer/Food Inspect <input type="checkbox"/> Factory/ Manufacturing <input type="checkbox"/> Laboratory <input type="checkbox"/> Other <input type="checkbox"/> Transportation <input type="checkbox"/> Warehouse

...> **TYPE** Option Continues on Next Page

## DETAILS (CONTINUED)

TYPE (Check 1)	CATEGORY (Check 1)	USE (Check 1)
<input type="checkbox"/> Investment	<input type="checkbox"/> Accommodation	<input type="checkbox"/> Bed & Breakfast <input type="checkbox"/> Cabins/Cottages <input type="checkbox"/> Hotel/Motel/Inn <input type="checkbox"/> Other
	<input type="checkbox"/> Apartment	<input type="checkbox"/> Apts - 2 to 5 Units <input type="checkbox"/> Apts - 6 to 12 Units <input type="checkbox"/> Apts - 13 to 20 Units <input type="checkbox"/> Apts - Over 20 Units <input type="checkbox"/> Other <input type="checkbox"/> Senior Residence
	<input type="checkbox"/> Industrial	
	<input type="checkbox"/> Office	<input type="checkbox"/> Medical/Dental <input type="checkbox"/> Other <input type="checkbox"/> Professional Office
	<input type="checkbox"/> Recreational	<input type="checkbox"/> Campground <input type="checkbox"/> Golf <input type="checkbox"/> Marina <input type="checkbox"/> Other <input type="checkbox"/> Sports/Entertainment
	<input type="checkbox"/> Retail	
<input checked="" type="checkbox"/> Land	<input checked="" type="checkbox"/> Designated <input type="checkbox"/> Raw (Outside Off Plan)	<input type="checkbox"/> Bush <input type="checkbox"/> Office <input type="checkbox"/> Restricted <input type="checkbox"/> Golf <input type="checkbox"/> Other <input type="checkbox"/> Retail <input type="checkbox"/> Gravel Pit/Quarry <input type="checkbox"/> Parking Lot <input type="checkbox"/> Waterfront <input type="checkbox"/> Hospitality <input type="checkbox"/> Recreational <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Residential
	<input type="checkbox"/> Office	<input type="checkbox"/> Medical/Dental <input type="checkbox"/> Other <input type="checkbox"/> Professional Office
<input type="checkbox"/> Sale of Business <sup>a1</sup>	<input type="checkbox"/> Without Property <input type="checkbox"/> With Property	<input type="checkbox"/> Apparel <input type="checkbox"/> Day Care <input type="checkbox"/> Gravel Pit/Quarry <input type="checkbox"/> Art Gallery <input type="checkbox"/> Delicatessen <input type="checkbox"/> Grocery/Supermarket <input type="checkbox"/> Art Supplies <input type="checkbox"/> Delivery/Courier <input type="checkbox"/> Hair Salon <input type="checkbox"/> Automotive Related <input type="checkbox"/> Distributing <input type="checkbox"/> Hardware/Tools <input type="checkbox"/> Bakery <input type="checkbox"/> Drugstore/Pharmacy <input type="checkbox"/> Home Improvement <input type="checkbox"/> Banquet Hall <input type="checkbox"/> Dry Cleaning/Laundry <input type="checkbox"/> Hotel/Motel/Inn <input type="checkbox"/> Barber/Beauty <input type="checkbox"/> Electronics <input type="checkbox"/> Jewellery <input type="checkbox"/> Bar/Tavern/Pub <input type="checkbox"/> Entertainment <input type="checkbox"/> Manufacturing <input type="checkbox"/> Beauty Salon <input type="checkbox"/> Fast Food/Takeout <input type="checkbox"/> Marina <input type="checkbox"/> Bed & Breakfast <input type="checkbox"/> Fitness/Training <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Butcher/Meat <input type="checkbox"/> Florist <input type="checkbox"/> Other <input type="checkbox"/> Cabins/Cottages <input type="checkbox"/> Food Court Outlet <input type="checkbox"/> Pizzeria <input type="checkbox"/> Café <input type="checkbox"/> Footwear <input type="checkbox"/> Real Estate Office <input type="checkbox"/> Car Wash <input type="checkbox"/> Fruit/Vegetable/ <input type="checkbox"/> Restaurant <input type="checkbox"/> Caterer/Cafeteria <input type="checkbox"/> Market <input type="checkbox"/> Self Storage <input type="checkbox"/> Coffee/Donut Shop <input type="checkbox"/> Funeral Home <input type="checkbox"/> Service Related <input type="checkbox"/> Coin Laundromat <input type="checkbox"/> Furniture <input type="checkbox"/> Spa/Tanning <input type="checkbox"/> Convenience/Variety <input type="checkbox"/> Garden/Landscaping <input type="checkbox"/> Sporting Goods <input type="checkbox"/> Copy/Printing <input type="checkbox"/> Gas Station <input type="checkbox"/> Sports/Entertainment <input type="checkbox"/> Crafts/Hobby <input type="checkbox"/> Golf Course <input type="checkbox"/> Travel Agency <input type="checkbox"/> Dairy Products <input type="checkbox"/> Golf Driving Range <input type="checkbox"/> Woodworking
	<input type="checkbox"/> Store W Apt/Office	<input type="checkbox"/> Store W Apt/Office

FREESTANDING <sup>a2</sup>	TOTAL AREA <sup>a3</sup>	TOTAL AREA CODE <sup>a3</sup> (Check 1)
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	0.742	<input checked="" type="checkbox"/> Acres <input type="checkbox"/> Hectares <input type="checkbox"/> Square Feet <input type="checkbox"/> Sq Ft Divisible <input type="checkbox"/> Sq M Divisible <input type="checkbox"/> Square Meters

<sup>a1</sup> USE IS MANDATORY IF "SALE OF BUSINESS" TYPE IS CHECKED

<sup>a2</sup> MANDATORY IF TYPE IS      --> COMMERCIAL RETAIL; INDUSTRIAL; INVESTMENT; OFFICE; STORE WITH APT/OFFICE

<sup>a3</sup> MANDATORY IF TYPE IS      --> COMMERCIAL RETAIL; FARM; INDUSTRIAL; INVESTMENT; LAND; OFFICE; STORE WITH APT/OFFICE

## DETAILS (CONTINUED)

% BUILDING		OFFICE/APT AREA <b>■4</b>		OFFICE APARTMENT AREA CODE <b>■4</b> (Check 1)			
				<input type="checkbox"/> % <input type="checkbox"/> Sq Ft <input type="checkbox"/> Sq Ft Divisible <input type="checkbox"/> Square Meters <input type="checkbox"/> Sq M Divisible			
INDUSTRIAL AREA <b>■5</b>				INDUSTRIAL AREA CODE <b>■5</b> (Check 1)			
				<input type="checkbox"/> % <input type="checkbox"/> Sq Ft <input type="checkbox"/> Sq Ft Divisible <input type="checkbox"/> Square Meters <input type="checkbox"/> Sq M Divisible			
RETAIL AREA <b>■6</b>				RETAIL AREA CODE <b>■6</b> (Check 1)			
				<input type="checkbox"/> % <input type="checkbox"/> Sq Ft <input type="checkbox"/> Sq Ft Divisible <input type="checkbox"/> Square Meters <input type="checkbox"/> Sq M Divisible			
APPROXIMATE AGE		(Check 1)		AREA INFLUENCES (Max 2)			
<input type="checkbox"/> New <input type="checkbox"/> 0-5 <input type="checkbox"/> 6-15 <input type="checkbox"/> 16-30 <input type="checkbox"/> 31-50 <input type="checkbox"/> 51-99 <input type="checkbox"/> 100+				<input type="checkbox"/> Greenbelt/Conservation <input type="checkbox"/> Major Highway <input type="checkbox"/> Public Transit <input type="checkbox"/> Recreation/Community Centre <input type="checkbox"/> Skiing <input type="checkbox"/> Subways			
PHYSICALLY HANDICAPPED-EQUIPPED		BASEMENT <b>■7</b>		UFFI (Check 1)			
<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> No <input type="checkbox"/> Partially Removed <input type="checkbox"/> Removed <input type="checkbox"/> Yes			
CLEAR HEIGHT <b>■5</b>		SPRINKLERS <b>■12</b>		UTILITIES <b>■3</b>			
		<input type="checkbox"/> No <input type="checkbox"/> Partial <input type="checkbox"/> Yes		<input checked="" type="checkbox"/> Available <input type="checkbox"/> None <input type="checkbox"/> Yes			
				BAY SIZE			
				Width Feet	Width Inches	Length Feet	Length Inches
AMPS		VOLTS		WATER (Check 1)			
				<input type="checkbox"/> Both <input checked="" type="checkbox"/> Municipal <input type="checkbox"/> None <input type="checkbox"/> Other <input type="checkbox"/> Well			
WATER SUPPLY TYPE		(Max 4)					
<input type="checkbox"/> Bored Well <input type="checkbox"/> Chlorination <input type="checkbox"/> Cistern <input type="checkbox"/> Lake/River <input type="checkbox"/> None <input type="checkbox"/> Reverse Osmosis		<input type="checkbox"/> Comm Well <input type="checkbox"/> Drilled Well <input type="checkbox"/> Dug Well <input type="checkbox"/> Iron/Mineral Filter <input type="checkbox"/> Sediment Filter <input type="checkbox"/> Shared Well <input type="checkbox"/> Water System					
AIR CONDITIONING <b>■8</b>		HEAT TYPE <b>■9</b> (Check 1)					
<input type="checkbox"/> No <input type="checkbox"/> Partial <input type="checkbox"/> Yes		<input type="checkbox"/> Baseboard <input type="checkbox"/> Gas Forced Air Closed <input type="checkbox"/> Oil Forced Air <input type="checkbox"/> Propane Gas <input type="checkbox"/> Water Radiators <input type="checkbox"/> Electric Forced Air <input type="checkbox"/> Gas Forced Air Open <input type="checkbox"/> Oil Hot Water <input type="checkbox"/> Radiant <input type="checkbox"/> Woodburning <input type="checkbox"/> Electric Hot Water <input type="checkbox"/> Gas Hot Water <input type="checkbox"/> Oil Steam <input type="checkbox"/> Solar <input type="checkbox"/> Fan Coil <input type="checkbox"/> None <input type="checkbox"/> Other <input type="checkbox"/> Steam Radiators					
WASHROOMS		TRUCK LEVEL SHIPPING DOORS # <b>■5</b>		TRUCK LEVEL SHIPPING DOORS DIMENSIONS <b>■5</b>			
				Height Feet	Height Inches	Width Feet	Width Inches
DOUBLE MAN SHIPPING DOORS # <b>■5</b>				DOUBLE MAN SHIPPING DOORS DIMENSIONS <b>■5</b>			
				Height Feet	Height Inches	Width Feet	Width Inches
DRIVE-IN LEVEL SHIPPING DOORS # <b>■5</b>				DRIVE-IN LEVEL SHIPPING DOORS DIMENSIONS <b>■5</b>			
				Height Feet	Height Inches	Width Feet	Width Inches

**■3** MANDATORY IF TYPE IS --> COMMERCIAL RETAIL; FARM; INDUSTRIAL; INVESTMENT; LAND; OFFICE; STORE WITH APT/OFFICE

**■4** MANDATORY IF TYPE IS --> OFFICE; STORE WITH APT/OFFICE

**■5** MANDATORY IF TYPE IS --> INDUSTRIAL

**■6** MANDATORY IF TYPE IS --> COMMERCIAL RETAIL; STORE WITH APT/OFFICE

**■7** MANDATORY IF TYPE IS --> SALE OF BUSINESS; STORE WITH APT/OFFICE

**■8** MANDATORY IF TYPE IS --> COMMERCIAL RETAIL; INDUSTRIAL; INVESTMENT; OFFICE; SALE OF BUSINESS; STORE W APT/OFFICE

**■9** NOT MANDATORY IF TYPE IS --> LAND

**■10** MANDATORY IF TYPE IS --> OFFICE

**■11** MANDATORY IF TYPE IS --> LAND

**■12** MANDATORY IF TYPE IS --> COMMERCIAL RETAIL; INDUSTRIAL; OFFICE; STORE WITH APT/OFFICE



## DETAILS (CONTINUED)

<b>GRADE LEVEL SHIPPING DOORS #</b> <b>■5</b>		<b>GRADE LEVEL SHIPPING DOORS DIMENSIONS</b> <b>■5</b>				
		Height Feet	Height Inches	Width Feet	Width Inches	
<b>ELEVATOR</b> <b>■10</b> (Check 1)		<b>GARAGE TYPE</b> <b>■8</b> (Check 1)				
<input type="checkbox"/> Freight+Public <input type="checkbox"/> Freight <input type="checkbox"/> None <input type="checkbox"/> Public		<input type="checkbox"/> Boulevard <input type="checkbox"/> Covered <input type="checkbox"/> Double Detached <input type="checkbox"/> In/Out	<input type="checkbox"/> Lane <input type="checkbox"/> None <input type="checkbox"/> Other <input type="checkbox"/> Outside/Surface	<input type="checkbox"/> Pay <input type="checkbox"/> Plaza <input type="checkbox"/> Public <input type="checkbox"/> Reserved Assigned	<input type="checkbox"/> Single Detached <input type="checkbox"/> Street <input type="checkbox"/> Underground <input type="checkbox"/> Valet	<input type="checkbox"/> Visitor
<b>PARKING SPACES</b>		<b>NUMBER OF TRAILER PARKING SPOTS</b>	<b>OUTSIDE STORAGE</b>	<b>RAIL</b> <b>■5</b> (Check 1)	<b>CRANE</b>	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Available <input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SURVEY</b>	<b>SOIL TEST</b> (Check 1)					
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Construction Audit <input type="checkbox"/> Construction+Environmental <input type="checkbox"/> Environmental Audit <input type="checkbox"/> No <input type="checkbox"/> Yes					
<b>SEWERS</b> <b>■11</b> (Check 1)						
<input type="checkbox"/> None <input type="checkbox"/> Septic Available		<input type="checkbox"/> Sanitary <input type="checkbox"/> Septic	<input type="checkbox"/> Sanitary Available <input type="checkbox"/> Storm	<input type="checkbox"/> Sanitary+Storm <input type="checkbox"/> Storm Available	<input checked="" type="checkbox"/> Sanitary+Storm Available	
<b>FARM FEATURES</b> (Max 26)						
<input type="checkbox"/> Barn Cleaner <input type="checkbox"/> Barn Hydro <input type="checkbox"/> Barn Water <input type="checkbox"/> Barn Well		<input type="checkbox"/> Cold Storage <input type="checkbox"/> Dry Storage <input type="checkbox"/> Equipment Included <input type="checkbox"/> Feed System	<input type="checkbox"/> Fence - Electric <input type="checkbox"/> Irrigation System <input type="checkbox"/> Liquid Tank <input type="checkbox"/> Loading Yard	<input type="checkbox"/> Manure Pit <input type="checkbox"/> Milking System <input type="checkbox"/> Paddock <input type="checkbox"/> Pasture	<input type="checkbox"/> Quotas <input type="checkbox"/> Slats <input type="checkbox"/> Stalls <input type="checkbox"/> Track	<input type="checkbox"/> Tractor Access <input type="checkbox"/> Windbreak <input type="checkbox"/> Other <input type="checkbox"/> None
<b>YEAR BUILT</b>						
<b>YEAR BUILT SOURCE</b>						
<input type="checkbox"/> MPAC <input type="checkbox"/> Appraiser <input type="checkbox"/> Assessor <input type="checkbox"/> Builder <input type="checkbox"/> Estimated <input type="checkbox"/> LBO Provider <input type="checkbox"/> Other <input type="checkbox"/> Owner <input type="checkbox"/> Plans						

■5 MANDATORY IF TYPE IS

--> INDUSTRIAL

■6 MANDATORY IF TYPE IS

--> COMMERCIAL RETAIL; STORE WITH APT/OFFICE

■7 MANDATORY IF TYPE IS

--> SALE OF BUSINESS; STORE WITH APT/OFFICE

■8 MANDATORY IF TYPE IS

--> COMMERCIAL RETAIL; INDUSTRIAL; INVESTMENT; OFFICE; SALE OF BUSINESS; STORE W APT/OFFICE

■9 NOT MANDATORY IF TYPE IS

--> LAND

■10 MANDATORY IF TYPE IS

--> OFFICE

■11 MANDATORY IF TYPE IS

--> LAND

■12 MANDATORY IF TYPE IS

--> COMMERCIAL RETAIL; INDUSTRIAL; OFFICE; STORE WITH APT/OFFICE

## COMMENTS

**REMARKS FOR CLIENTS** (2000 characters)

**OFFER REMARKS (SELLER DIRECTION)** (500 characters)

## COMMENTS (CONTINUED)

**INCLUSIONS** (1000 characters)

**EXCLUSIONS** (300 characters)

**RENTAL ITEMS/UNDER CONTRACT** (250 characters)

**UNDER CONTRACT MONTHLY COSTS** (250 characters)

**REALTOR ONLY REMARKS** (1050 characters)

Do not walk property without contacting listing agent.

CBRE Toronto North - Mike Czestochowski, Lauren White, Emelie Rowe, Evan Stewart, Nicholas Webster

\*Southeast corner of PROMENADE DRIVE & GARDEN STREET

## FINANCIAL INFORMATION

FINANCIAL STATEMENT	CHATTELS	FRANCHISE	DAYS OPEN	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Open 1 Day <input type="checkbox"/> Open 2 Days <input type="checkbox"/> Open 3 Days <input type="checkbox"/> Open 4 Days <input type="checkbox"/> Open 5 Days <input type="checkbox"/> Open 6 Days <input type="checkbox"/> Open 7 Days <input type="checkbox"/> Varies	
HOURS OPEN (255 characters)				
EMPLOYEES		SEATS	LL.B.O	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
BUSINESS/BUILDING NAME (100 characters)				
TAXES EXPENSE		INSURANCE EXPENSE	MANAGEMENT EXPENSE	MAINTENANCE EXPENSE
HEAT EXPENSE		HYDRO EXPENSE	WATER EXPENSE	OTHER EXPENSE
GROSS INCOME/SALES		VACANCY ALLOWANCE	OPERATING EXPENSE	NET INCOME BEFORE DEBT
ESTIMATED INVENTORY VALUE AT COST		COMMON AREA UPCHARGE	PERCENTAGE RENT	EXPENSES ACTUAL/ESTIMATED <sup>♦♦</sup>
				<input type="checkbox"/> Actual <input type="checkbox"/> Estimated
YEAR EXPENSE <sup>♦♦</sup>				

♦ MANDATORY IF TYPE "SALE OF BUSINESS" IS CHECKED IN DETAILS SECTION

♦♦ COMPLETE ONLY IF YOU HAVE ENTERED ANY AMOUNT(S)

## OTHER

LISTING BROKERAGE	LISTING BROKERAGE PHONE	LISTING BROKERAGE FAX
CBRE Limited		
SALESPERSON 1	SALESPERSON 1 PHONE	
SALESPERSON 2 BROKERAGE	SALESPERSON 2 PHONE	
CBRE Limited		
SALESPERSON 2		
SALESPERSON 3 BROKERAGE	SALESPERSON 3 PHONE	
SALESPERSON 3		
SALESPERSON 4 BROKERAGE	SALESPERSON 4 PHONE	
SALESPERSON 4		
COMMISSION TO CO-OPERATING BROKERAGE (50 characters)	SELLER PROPERTY INFO STATEMENT	ENERGY CERTIFICATE
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

## OTHER (CONTINUED)

<b>CERTIFICATE LEVEL</b> (25 characters)		<b>GREEN PROPERTY INFO STATEMENT</b>	<b>DISTRIBUTE TO INTERNET</b>
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>DISPLAY ADDRESS ON INTERNET</b>		<b>DISTRIBUTE TO DDF/IDX</b>	<b>PERMISSION TO CONTACT LISTING BROKER TO ADVERTISE</b>
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>REALTOR® SIGN ON PROPERTY</b>	<b>APPOINTMENTS/SHOWING REMARKS</b> (250 characters)		
<input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>SHOWING REQUIREMENTS</b> (Max 6)			
<input type="checkbox"/> Go Direct <input type="checkbox"/> Lockbox <input checked="" type="checkbox"/> See Brokerage Remarks <input type="checkbox"/> Showing System <input type="checkbox"/> List Brokerage <input type="checkbox"/> List Salesperson			
<b>OCCUPANCY</b> (Check 1)		<b>CONTACT AFTER EXPIRED</b>	
<input type="checkbox"/> Owner + Tenant <input type="checkbox"/> Owner <input type="checkbox"/> Partial <input type="checkbox"/> Tenant <input type="checkbox"/> Vacant		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>UNBRANDED VIRTUAL TOUR URL 1</b> (255 characters)			
<b>UNBRANDED VIRTUAL TOUR URL 2</b> (255 characters)			
<b>BRANDED VIRTUAL TOUR URL 1</b> (255 characters)			
<b>BRANDED VIRTUAL TOUR URL 2</b> (255 characters)			
<b>SALES BROCHURE URL</b> (255 characters)			
<b>ADDITIONAL PICTURES URL</b> (200 characters)			
<b>ALTERNATE FEATURE SHEET URL</b> (200 characters)			
<b>MAP LOCATION URL</b> (255 characters)			
<b>SOUND BITE URL</b> (255 characters)			

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

**SIGNATURE** \_\_\_\_\_

**DATE** / /  
MM DD YYYY

**SIGNATURE** \_\_\_\_\_

**DATE** / /  
MM DD YYYY





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

This is a Multiple Listing Service® Agreement



(Seller's Initials)

OR

Exclusive Listing Agreement

**EXCLUSIVE**

(Seller's Initials)

**BETWEEN:**

**BROKERAGE:** CBRE Limited

.....(the "Listing Brokerage") Tel. No. ....

**SELLER:** KSV Restructuring Inc., Court-appointed Receiver of Whitby Meadows Inc. and not in its personal or corporate capacity (the "Seller")

**DESIGNATED REPRESENTATIVE(S):** Mike Czestochowski (Name of Salesperson/Broker/Broker of Record)

Lauren White, Emelie Rowe, Evan Stewart, Nicholas Webster

The Designated Representative will be providing services and representation to the Seller and the Brokerage provides services but not representation.

In consideration of the Listing Brokerage listing the real property **for sale** known as Taunton Rd E & Clearbrook Dr, Oshawa, ON

.....(the "Property")

the Seller hereby gives the Listing Brokerage the **exclusive and irrevocable** right to act as the Seller's agent,

**commencing at** ..... on the ..... day of **January** ..... , 20 **26** ,  
(a.m./p.m.)

**and expiring at** 11:59 p.m. on the ..... day of ..... July ..... , 20 **26** (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 Trust in Real Estate Services Act, 2002 (TRESA), the Listing Brokerage must obtain the Seller's initials. **}**

(Seller's Initials)

to offer the Property **for sale** at a price of: **1** 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)

**Schedule A, B, C, D & Ryder to LA** attached hereto forms part of this Agreement, of which **Schedule A** sets out the details with respect to the services, confidentiality and representation of the Brokerage and Designated Representative.

**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. "Self-represented assistance" shall mean assistance provided to a self-represented party. 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 Trust in Real Estate Services 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:

(i) the Seller agrees to pay the Listing Brokerage a commission of **3** ..... % of the sale price of the Property or **2%** if solely completed by the listing team. In case of a credit bid or redemption fee, see schedule **B**.

("total commission") for any valid offer to purchase the Property from any source whatsoever obtained during the Listing Period, as may be acceptable to the Seller.

(ii) 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 **1** ..... % of the sale price of the Property or .....

Payment to the co-operating brokerage shall be made by the Listing Brokerage out of the total commission calculated above.

~~The Seller further agrees that the total commission calculated above shall be payable to the Listing Brokerage even if there is no co-operating 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.

**INITIALS OF LISTING BROKERAGE:**

**INITIALS OF SELLER(S):**

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 relationships, including information on Seller Representation, Sub-agency, Buyer Representation, Multiple Representation and Self-Represented Party assistance. 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 require the Seller's written consent to represent both the Seller and the buyer for the transaction. 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.

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;
- the Listing Brokerage shall not disclose to the buyer the terms of any other offer, unless otherwise directed in writing by the Seller; and
- the Listing Brokerage shall not disclose to the Seller the terms of any other offer by the buyer.

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.

~~The Brokerage shall not be appointed or authorized to be agent for either the Seller or the buyer for the purpose of giving and receiving notices where the Brokerage represents both the Seller and the buyer (multiple representation) or where the buyer or the seller is a self-represented party.~~

**MULTIPLE REPRESENTATION AND DESIGNATED REPRESENTATION:** The Seller understands and acknowledges where both the Seller and buyer are represented by a designated representative of the Listing Brokerage, multiple representation will not result, unless that designated representative represents more than one client in the same trade, and will require consent in writing for such multiple representation. In the event of multiple representation and designated representation, the Brokerage duty of disclosure to both the seller and the buyer client is as more particularly set out in the agreement with the respective seller or 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 by the Seller 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 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.

**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 and, if attached, the accompanying addendum. 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. 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.

**10. 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.

**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.

**INITIALS OF LISTING BROKERAGE:** 

**INITIALS OF SELLER(S):** 

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**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 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:	<input type="checkbox"/>	<input type="checkbox"/>
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 Listing 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.

**THE LISTING BROKERAGE AND THE DESIGNATED REPRESENTATIVE OF THE BROKERAGE AGREE TO MARKET THE PROPERTY ON BEHALF OF THE SELLER AND THE DESIGNATED REPRESENTATIVE OF THE BROKERAGE SHALL 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.**

Daniel Reid

(Name of Person Signing)

(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 any 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., Court-appointed Receiver of Whitby Meadows Inc. and not in its personal or corporate capacity

(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 ..... (Name of Salesperson/Broker/Broker of Record)

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

..... (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 <sup>26</sup> .....

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

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

## Schedule A

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

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

**BROKERAGE:** CBRE Limited ....., and

KSV Restructuring Inc., Court-appointed Receiver of Whitby Meadows Inc. and not in its personal or corporate capacity  
**SELLER:** .....

**PROPERTY:** Taunton Rd E & Clearbrook Dr, Oshawa, ON .....

This Schedule to the Agreement, *inter alia*, sets out the details of the provision of services by the Brokerage and the provision of services, confidentiality and representation by the Designated Representative of the Brokerage, and subject to the terms of Clause 14 in the Agreement (Conflict or Discrepancy), is in addition to provision of services, confidentiality and representation set out in the Agreement.

**PIN:** 164280783

Legal Description: BLOCK 16, PLAN 40M2742 CITY OF OSHAWA

**PIN:** 164280789

Legal Description: BLOCK 22, PLAN 40M2742 CITY OF OSHAWA

**PIN:** 164280542

Legal Description: BLOCK 107, PLAN 40M2157; S/T EASE AS IN DR189441 SUBJECT TO AN EASEMENT IN GROSS AS IN DR2168943 CITY OF OSHAWA

**PIN:** 164280251

Legal Description: LT 4 PL 561 EAST WHITBY EXCEPT EXPROP PL 760 & EXCEPT PT 1 40R19663; OSHAWA

**PIN:** 164280184

Legal Description: LT 3 PL 561 EAST WHITBY EXCEPT EXPROP PL 760; OSHAWA

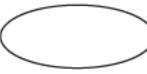
**PIN:** 164280784

Legal Description: BLOCK 17, PLAN 40M2742 CITY OF OSHAWA

**PIN:** 164280785

Legal Description: BLOCK 18, PLAN 40M2742 SUBJECT TO AN EASEMENT AS IN DR189441 CITY OF OSHAWA

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

**INITIALS OF LISTING BROKERAGE:** 

**INITIALS OF SELLER(S):** 

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# Schedule B

## 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:** CBRE Limited, and

**SELLER:** .....

for the property known as .....

..... dated the ..... day of ..... January ..... 20.26

**Credit Bid Fee, or partial credit bid fee (consisting of both credit and cash), by any of the mortgagees or their assignee (such bid to be approved by the Court) :**

- Flat fee of \$100,000 (plus HST)

**Redemption Fee in the event of a redemption by the mortgagor or its assignee or if the borrower brings the mortgage current (such redemption to be approved by the Court) :**

- Flat fee of \$100,000 (plus HST)

**A redemption fee is not payable if a credit bid or partial credit bid fee is payable, and vice versa.**

**Similarly, neither a redemption fee nor a credit bid (or partial credit bid) fee is payable if a commission fee is payable under this listing agreement.**

**In the event that the Property has been launched and marketed to the full extent of the services outlined in Schedule C, and the Seller receives one or more binding offers within the value range as listed in the proposal, and the Seller elects not to accept any such binding offers between**

**[REDACTED] or otherwise proceed with the sale of the Property, CBRE shall be entitled to a marketing fee in the amount of \$100,000 (plus HST) (the "Marketing Fee"). The Marketing Fee shall be paid within 30 days following receipt of an invoice therefore from CBRE and shall be paid pursuant to the instructions in the invoice.**

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

**INITIALS OF BROKERAGE:**

**INITIALS OF SELLER(S):**

**Schedule C**  
**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:** CBRE Limited ..... and

**SELLER:** KSV Restructuring Inc., Court-appointed Receiver of Whitby Meadows Inc. and not in its personal or corporate capacity

for the property known as Taunton Rd E & Clearbrook Dr, Oshawa, ON .....

..... dated the ..... day of January ..... , 20 26

Under the terms of this Agreement, CBRE agrees to provide the Owner the following commercial real estate brokerage services;

- (a) Perform financial analysis on the Properties;
- (b) Assemble and package due diligence materials;
- (c) Prepare marketing materials for use in promoting the Properties with CBRE being responsible for all reasonable marketing costs;
- (d) Advise the Owners of the various steps in achieving the sale of the Properties;
- (e) Compile a list of purchasers that may be interested in the Properties;
- (f) Execute a marketing program for the Properties;
- (g) Day-to-day management of the marketing process, including co-ordination of due diligence, assisting the Owners and third parties, facilitating tours and information requests, and other duties as required;
- (h) Receiving offers for the Properties;
- (i) Advising the Owners with respect to such interest and offers;
- (j) Assisting the Owners in negotiations, structuring and documentation of the transaction with the purchaser until closing;
- (k) Provide such other advice or services as may be required in order to carry out responsibilities

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

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

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**Schedule D**  
**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:** CBRE Limited ..... and

**SELLER:** KSV Restructuring Inc., Court-appointed Receiver of Whitby Meadows Inc. and not in its personal or corporate capacity

for the property known as Taunton Rd E & Clearbrook Dr, Oshawa .....

..... dated the ..... day of January ..... , 20 26

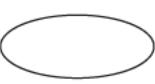
Remove #7 "Warranty". See #13 in Rider to LA

Lines in the #8 "Indemnification and Insurance" clause to be removed: "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 cooperating brokerage made by anyone who attends or visits the Property.

Remove clause #10 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.

Lines in the #12 "Use and Distribution of Information" clause to be removed: "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".

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

**INITIALS OF BROKERAGE:** 

**INITIALS OF SELLER(S):** 



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## **Rider – CBRE Listing Agreement**

Notwithstanding anything contained in the Agreement, each of the Listing Brokerage and the Seller acknowledges and agrees as follows:

**1. Termination and suspension Rights.** The Seller may without penalty or cost to the Seller terminate the Agreement at any time, if: (i) the Listing Brokerage is in default hereunder or under any other agreement with the Seller or (ii) it no longer wishes to sell the Property. In addition, this Agreement shall automatically terminate without penalty or cost to the Seller if: (a) the order of the Ontario Superior Court of Justice (Commercial List) dated November 20, 2025 (the “**Receivership Order**”) is revoked, overturned on appeal, suspended or terminated; and/or (b) the Seller is restricted in or enjoined from dealing with the Property by a court of competent jurisdiction.

In addition, upon mutual agreement between Listing Brokerage and the Seller, without penalty or cost to the Seller, the Seller may suspend this Agreement at any time during the Listing Period (the “**Suspension Period**”). Upon receipt by the Listing Brokerage of a notice of Suspension Period from the Seller, the parties agree that the Property shall be taken off the market temporarily, such that no active marketing activity shall be conducted during the Suspension Period until termination of the Suspension Period.

**2. Listing Period.** The term of this Agreement shall begin on January **[ ]**, 2026 (the “**Commencement Date**”) and shall expire, subject to any Suspension Period, on July **[ ]**, 2026 (the “**Listing Period**”). Notwithstanding any other provision in this Agreement, the Listing Brokerage shall not advertise the Property until the Seller provides express authority to do so and all marketing materials have been approved.

**3. Price.** While it is the Seller’s intention to obtain the highest and best offer for the Property, the Listing Brokerage acknowledges and agrees that the Seller need not accept the highest offer and/or the best offer or any offer, and that acceptance by the Seller of any offer for the Property is subject at all times to the Seller’s approval in its sole and absolute discretion and approval by the Court. No fee, commission or other compensation is payable to the Listing Brokerage (except for the Marketing Fee as detailed in Schedule B) in respect of the Property unless and until the sale of the Property has been completed and the purchase price consideration payable to the Seller has been paid in its entirety.

**5. Listing Brokerage’s Duties.** The Listing Brokerage covenants and agrees with the Seller to:

(a) unless otherwise agreed by the Seller, diligently market the Property for sale and use commercially reasonable efforts to sell the Property;

(b) ensure that there is continuity in the assignment of individual staff members and partners to the work performed by the Listing Brokerage under the terms of this engagement. In particular, the Listing Brokerage agrees to ensure that individual staff members originally assigned, including Mike Czestochowski, Lauren White, Emelie Rowe and Evan Stewart (together, the “**Listing Team**”), to perform work in connection with the Listing Brokerage’s engagement, will each be available and will devote the time required to undertake the assignment contemplated herein;

(c) subject to the instructions of the Seller, together with the Seller’s counsel, assist the Seller in negotiating binding agreements of purchase and sale with respect to the Property, subject to Court approval, with those parties identified by the Seller. Only the Seller shall have authority to accept offers and the Listing Brokerage shall not have any authority whatsoever

to enter into any sale, financing or other contract on behalf of the Seller and/or to otherwise bind the Seller in any manner whatsoever;

(d) continue to assist the Seller in connection with the sale of the Property and seeking Court approval after the execution of a binding agreement of purchase and sale with respect to the same until such sale has been successfully concluded; and

(e) unless the Seller's written consent is provided in advance, to act solely for the benefit of the Seller in connection with the marketing and sale of the Property and not to have any direct or indirect interest in any entity purchasing or proposal to purchase the Property and not to receive any payments or other benefits from said purchasers or potential purchasers.

**6. Commission Payable to the Listing Brokerage.** The commission payable to the Listing Brokerage shall be as set out in Section 2 and Schedule B of the Agreement.

Any fee, commission or other compensation payable to the Listing Brokerage in connection with a holdover period, being 180 days from the termination of the Listing Agreement ("Holdover Period"), shall: (a) only apply to those purchasers who were introduced to the Seller or to the Property by the Listing Brokerage during the Listing Period and who the Listing Brokerage has previously disclosed in writing to the Seller no later than three (3) days following the earlier of the expiration or termination of the Agreement; and (b) be reduced by any fee, commission and/or other compensation paid to another broker or agent for the sale of the Property as the new Listing Brokerage (the "New Agent") on the basis of an agreement with the New Agent entered into with respect to the Holdover Period. If the Listing Brokerage had introduced up to a maximum of two (2) different prospective *bona fide* purchasers to the Seller during the Listing Period (each being a "Serious Prospect") and said Serious Prospect had entered into material negotiations with the Seller to purchase the Property, but said material negotiations had not resulted in a binding agreement of purchase and sale, to the extent that each of the Listing Brokerage and the Seller agree in writing to designate said prospective purchaser as a Serious Prospect prior to the expiration of the Listing Period, and so long as the Seller is not prohibited from doing so, and provided that the New Agent has agreed to forego its fee should a sale to a Serious Prospect be completed, the Listing Brokerage shall be entitled to its commission in connection with the transaction being completed with the Serious Prospect upon terms and conditions acceptable to the Seller in their sole and absolute discretion, which transaction must be subject to Court approval and a binding and unconditional agreement of purchase and sale executed by each of the parties thereto prior to the expiration of the Holdover Period. Notwithstanding any other provision hereof, during the Holdover Period, the Listing Brokerage will not be entitled to any commission, payment or fee as the Seller's agent if the Listing Team represents the purchaser.

The Seller hereby instructs its solicitors to distribute payment to the Listing Brokerage in the amount noted above directly out of the proceeds of sale in accordance with an accepted agreement of purchase and sale and to have same addressed as a closing cost to the transaction.

**7. Acknowledgments.** The Listing Brokerage acknowledges and agrees in favour of the Seller that: (a) the Property is to be marketed and sold on an "as is, where is" basis and, accordingly, any agreement of purchase and sale shall provide an acknowledgment by such purchaser that the Property is being sold by the Seller on an "as is, where is" basis, and that no representations or warranties are being provided by Seller or Listing Brokerage; (b) the Seller will vest title to the Property by way of an approval and vesting order issued by the Court; and (c) the sale of the Property requires the prior approval of the Court in said Court's sole and absolute discretion.

**8. Advertisement Expenses, Third Party Consultants and Reporting.** All advertising and sales promotion shall be subject to the approval of the Seller and all such advertisement and promotional material shall be prepared, published and distributed by the Listing Brokerage and shall be at the expense of the Listing Brokerage. All third-party reports and legal service fees requested and/or approved by the Seller shall be at the expense of the Seller. The Listing Brokerage agrees to provide the Seller with detailed reporting regarding the status of the Sale Process, including weekly lists of its solicitation efforts, the parties interested in the opportunity, the status of their diligence and such other information as is reasonably requested by Seller to be kept apprised of all material developments. The Listing Brokerage will participate in no less than one daily update call with the Seller, in Seller's discretion.

**9. Indemnity.** The Listing Brokerage confirms that it owes an obligation to the Seller and its directors, officers, employees, agents and advisors (collectively, the "**Indemnified Parties**") to carry out its activities in a competent and professional manner acting reasonably and in good faith. As such, the Listing Brokerage hereby indemnifies the Indemnified Parties with respect to claims made by third parties against the Indemnified Parties arising out of the Listing Brokerage's (including its officers, employees, agents and the Listing Team) gross negligence or willful misconduct, including its failure to comply with its obligations hereunder. The parties agree that this Indemnity section shall not apply if any of the claims are a result of the Seller's willful misconduct or gross negligence. This indemnity shall survive the expiration or termination of the Agreement.

**10. Confidentiality.** The Listing Brokerage shall treat and shall cause its agents to treat as confidential and shall not disclose, during as well as after the rendering of the service contracted herein, except where legally required by law, any confidential information, records or documents to which the Listing Brokerage becomes privy as a result of its performance of the Agreement and shall take all necessary steps to ensure the confidentiality of information in the Listing Brokerage's possession or control. The Listing Brokerage acknowledges that the Seller may disclose this Agreement in its sole and absolute discretion, including to stakeholders, creditors and the Court.

The Listing Brokerage agrees to collect, use, communicate, transmit, disclose, process, preserve and destroy any confidential information in accordance with the Agreement, except as required by law to be retained or pursuant to Listing Brokerage's automatic, ordinary course archiving, and only for the purpose of the reasonable performance by the Listing Brokerage of its responsibilities hereunder and according to the instructions of the Seller. The Listing Brokerage will not distribute, sell, search for license, rent, transfer or disclose any confidential information for its benefit or for the benefit of a party other than the Seller, without the prior written consent of the Seller.

The Listing Brokerage agrees not to use the name or logo of the Seller, the mortgagee, or any party related to these proceedings, or any of their affiliates including, without limitation, in its publicity or list of customers or partners as well as in connection with any public communication made verbally or in writing, in any medium whatsoever. In the event that the Listing Brokerage wishes to make such use of any of the foregoing names, it shall obtain the Seller's or mortgagee's prior written approval, as applicable, relating to such use and, where appropriate, the text in such name is to be used. The Seller or the mortgagee may, in its sole discretion, accept or refuse to give its approval.

**11. Assignment.** This Agreement shall not be assigned in whole or in part by the Listing Brokerage without the prior written consent of the Seller which consent may be unreasonably and/or arbitrarily withheld and any assignment made without that consent is void and of no effect.

**12. Seller's Capacity.** Notwithstanding the foregoing or anything else contained herein or elsewhere, the Listing Brokerage acknowledges and agrees that approval of the Sale Process (including the retention of the Listing Brokerage) and any transaction or transactions involving a sale of the Property requires the prior approval of the Court in the Court's sole and absolute discretion. The Listing Brokerage acknowledges that the Seller is entering into this Agreement solely in its capacity as receiver and not in its personal or corporate capacity and that KSV Restructuring Inc. shall have no personal liability under or in connection with this Agreement in any circumstance whatsoever, and expressly disclaims any such liability

**13. Warranty.** Subject to Section 12 above and the remainder of this Section 13, the Seller represents and warrants that upon approval by the Court the Seller will have the exclusive authority and power to execute this Agreement and to authorize the Listing Brokerage to offer the Property for sale. Notwithstanding the foregoing, the Listing Brokerage acknowledges and agrees that the Seller has only limited knowledge about the Property and cannot confirm any third-party interests or claims with respect to the Property.

**14. Execution.** This Agreement and any other agreement delivered in connection therewith, and any amendments thereto, may be executed by electronic copy or such similar format and if so executed and transmitted, will be for all purposes as effective as if the parties had delivered an executed original of this Agreement, or such other agreement or amendment, as the case may be, and shall be deemed to be made when the receiving party confirms this Agreement, or such agreement or amendment, as the case may be, to the requesting party by electronic copy or such similar format. This Agreement may be executed in several counterparts, and each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and, notwithstanding their date of execution, shall be deemed to bear date as of the date first written above.

**15. Jurisdiction.** This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario. If any provision hereof is invalid or unenforceable in any jurisdiction where this Agreement is to be performed, such provision shall be deemed to be deleted and the remaining portions of this Agreement shall remain valid and binding on the parties hereto.

**16. Finder's Fees.** The Seller does not consent to the Listing Brokerage (or its respective affiliates) receiving and retaining, in addition to the commission provided for or otherwise contemplated in this Agreement (including the Listing Fee), a finder's fee for any financing or sale of the Property or any other transaction related to the Property.

**17. 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, provided such authorizations expressly prohibit any inspections by such regulatory authorities. For greater certainty, none of the Listing Brokerage or the Listing Brokerage's representatives may bind the Seller or execute any documentation on behalf of the Seller. The Seller hereby authorizes, instructs and directs the above noted regulatory authorities, governments, mortgagees or others to release any and all information to the Listing Brokerage.

**18. Conflict of interest** The Listing Brokerage represents and warrants that neither it nor its representatives are in a Conflict of Interest by providing the services contemplated in this Agreement or by entering into the Agreement. The Listing Brokerage undertakes, regarding the provision of the services contemplated in this Agreement, to comply, and to ensure that its representatives comply, with all applicable laws (including any applicable anti-corruption laws), regulations, governmental order and administrative policies. For the purpose of the Agreement, "**Conflict of Interest**" means any situation that would put into conflict (apparent, actual or potential) either the Listing Brokerage or its representatives' personal interests and

the interests of the Seller. In the event that a Conflict of Interest presents itself or is likely to present itself, the Listing Brokerage shall immediately inform the Seller who could, at its sole discretion, (a) provide the Listing Brokerage with instructions as to how to remedy such Conflict of Interest, or (b) terminate the Agreement without penalty or costs to the Seller.

This Agreement is accepted on \_\_\_\_\_ 2026.

**Mandatory Field**  
 All Property Types

 **Optional Field**  
 All Property Types

 **Initial Information**  
 Page

**MLS® LISTING #**

**LOCATION**

<b>ASSESSMENT ROLL # (ARN)</b>	<b>PIN #</b>	<b>ADDITIONAL PIN #</b>
	164280783	

**AREA**

Durham

**MUNICIPALITY**

Oshawa

**COMMUNITY** \*

<b>STREET DIRECTION PREFIX</b> (Check 1)	<b>STREET #</b>	<b>STREET NAME</b> (50 characters)
<input type="checkbox"/> E <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> W <input type="checkbox"/> NW <input type="checkbox"/> NE <input type="checkbox"/> SW <input type="checkbox"/> SE	667	Taunton
<b>ABBREV.</b>	<b>STREET DIRECTION</b>	<b>APT/UNIT #</b>
Rd*	<input checked="" type="checkbox"/> E <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> W <input type="checkbox"/> NW <input type="checkbox"/> NE <input type="checkbox"/> SW <input type="checkbox"/> SE	POSTAL CODE
		L1H 7K5

**LEGAL DESCRIPTION (LOT, PLAN, CONCESSION)** (500 characters)

BLOCK 16, PLAN 40M2742 CITY OF OSHAWA\*\*

<b>PROPERTY MANAGEMENT COMPANY</b> (60 characters)	<b>LOT FRONT</b> **▲	<b>LOT DEPTH</b> **▲
	372.16	839.1
<b>LOT/BUILDING/UNIT CODE</b> ▲	<b>LOT SIZE CODE</b> ▲	<b>LOT IRREGULARITIES</b> (40 characters) <i>Lot is irregular shape</i>
<input checked="" type="checkbox"/> Lot <input type="checkbox"/> Building <input type="checkbox"/> Unit	<input checked="" type="checkbox"/> Feet <input type="checkbox"/> Acres <input type="checkbox"/> Metres	
<b>LOT SHAPE</b> (Check 1)		
<input type="checkbox"/> Irregular <input type="checkbox"/> Other <input type="checkbox"/> Pie <input type="checkbox"/> Rectangular <input type="checkbox"/> Reverse Pie <input type="checkbox"/> Square		
<b>LOT SIZE SOURCE</b> (Check 1)	<b>LOT SIZE AREA</b>	
<input type="checkbox"/> GeoWarehouse <input type="checkbox"/> MPAC <input type="checkbox"/> Other <input type="checkbox"/> Survey		
<b>LOT SIZE AREA CODE</b> (Check 1)		
<input type="checkbox"/> Acres <input type="checkbox"/> Hectares <input type="checkbox"/> Sq. Ft. Divisible <input type="checkbox"/> Sq. M. Divisible <input type="checkbox"/> Square Meters <input type="checkbox"/> Square Feet		
<b>WINTERIZED</b> (Check 1)	<b>ZONING</b> (50 characters) R4-A(24)/R6-B(13), h-3, h-8 & R2/R4-A/R6-A h-22 & R4-A(23) D40 h-3, h-80 &	
<input type="checkbox"/> Fully <input type="checkbox"/> Partial <input type="checkbox"/> No	R4-A(23) D43 h-3, h-79 & FD	
<b>DIRECTIONS</b> (250 characters)		
<b>MAIN CROSS STREETS</b> (250 characters)		
TAUNTON ROAD EAST & CLEARBROOK DRIVE		

\* MANDATORY IF AVAILABLE

\*\* NOT MANDATORY FOR COMMERCIAL CONDO

▲ IF NOT APPLICABLE ENTER "0"

## AMOUNTS/DATES

<b>LIST PRICE</b>		<b>HST APPLICABLE TO SALE PRICE</b> (Max 3) <input checked="" type="checkbox"/> In Addition To <input type="checkbox"/> Included In <input type="checkbox"/> Not Subject to HST				<b>DEVELOPMENT CHARGES PAID</b> (Max 2) <input type="checkbox"/> Credit <input type="checkbox"/> No <input type="checkbox"/> Partial <input type="checkbox"/> Unknown <input type="checkbox"/> Yes				
\$1										
<b>LIST PRICE CODE</b> (Check 1)						<b>MINIMUM RENTAL TERM MONTHS</b>				
<input checked="" type="checkbox"/> For Sale <input type="checkbox"/> Gross Lease <input type="checkbox"/> Hectares <input type="checkbox"/> Net Lease <input type="checkbox"/> Other <input type="checkbox"/> Per Acre <input type="checkbox"/> Per Sq Ft <input type="checkbox"/> Plus Stock <input type="checkbox"/> Sq Ft Gross <input type="checkbox"/> Sq Ft Net <input type="checkbox"/> Sq M Gross <input type="checkbox"/> Sq M Net										
<b>MAXIMUM RENTAL TERM MONTHS</b>		<b>TAXES</b>		<b>TAX YEAR</b>	<b>TAX TYPE</b> (Check 1)					
				2025	<input checked="" type="checkbox"/> Annual <input type="checkbox"/> N/A <input type="checkbox"/> T&O <input type="checkbox"/> TMI					
<b>ASSESSMENT</b>		<b>ASSESSMENT YEAR</b>		<b>CONTRACT COMMENCEMENT</b>		<b>EXPIRY DATE</b>				
				01	/	2026	07	/	2026	
<b>POSSESSION DATE</b> ♦  MM / DD / YYYY		<b>POSSESSION REMARKS</b> ♦ (75 characters)								
<b>POSSESSION TYPE</b> (Check 1)						<b>HOLDOVER DAYS</b>				
<input checked="" type="checkbox"/> Immediate <input type="checkbox"/> Flexible <input type="checkbox"/> Other <input type="checkbox"/> 1-29 days <input type="checkbox"/> 30-59 days <input type="checkbox"/> 60-89 days <input type="checkbox"/> 90+ days						180				
<b>SELLER NAME</b> (200 characters) KSV Restructuring Inc., Court-appointed Receiver of Whitby Meadows Inc. and not in its personal or corporate capacity										
<b>MORTGAGE COMMENTS</b> (140 characters)										
<b>CONDOS MAINTENANCE FEES MONTHLY</b> ♦♦					<b>PHASED IN TAX ASSESSED VALUE</b>					
<b>ROAD ACCESS FEE</b>					<b>LEASED LAND FEE</b>					
<b>LOCAL IMPROVEMENTS</b>		<b>LOCAL IMPROVEMENTS COMMENTS</b> (250 characters)								
<input type="checkbox"/> Yes <input type="checkbox"/> No										

♦ ONE OF POSSESSION DATE OR POSSESSION REMARKS IS MANDATORY

♦♦ MANDATORY FOR COMMERCIAL & INDUSTRIAL CONDOS ONLY

## DETAILS

<b>TYPE</b> (Check 1)	<b>CATEGORY</b> (Check 1)	<b>USE</b> (Check 1)
<input type="checkbox"/> Commercial Retail <small>(Do not use for Sale of Business)</small>	<input type="checkbox"/> Commercial Condo <input type="checkbox"/> Highway Commercial <input type="checkbox"/> Institutional *T1 <input type="checkbox"/> Multi-Use <input type="checkbox"/> Retail <input type="checkbox"/> Service	<input type="checkbox"/> Automotive Related <input type="checkbox"/> Bank *T1 <input type="checkbox"/> Church *T1 <input type="checkbox"/> Health & Beauty Related <input type="checkbox"/> Hospitality/Food Related <input type="checkbox"/> Laboratory <input type="checkbox"/> Other *T1 <input type="checkbox"/> Retail Store Related <input type="checkbox"/> School *T1 <small>*T1 USE FOR "INSTITUTIONAL" CATEGORY ONLY</small>
<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"/> Industrial	<input type="checkbox"/> Free Standing <input type="checkbox"/> Industrial Condo <input type="checkbox"/> Multi-Unit	<input type="checkbox"/> Cooler/Freezer/Food Inspect <input type="checkbox"/> Factory/ Manufacturing <input type="checkbox"/> Laboratory <input type="checkbox"/> Other <input type="checkbox"/> Transportation <input type="checkbox"/> Warehouse

...> **TYPE** Option Continues on Next Page

## DETAILS (CONTINUED)

TYPE (Check 1)	CATEGORY (Check 1)	USE (Check 1)
<input type="checkbox"/> Investment	<input type="checkbox"/> Accommodation	<input type="checkbox"/> Bed & Breakfast <input type="checkbox"/> Cabins/Cottages <input type="checkbox"/> Hotel/Motel/Inn <input type="checkbox"/> Other
	<input type="checkbox"/> Apartment	<input type="checkbox"/> Apts - 2 to 5 Units <input type="checkbox"/> Apts - 6 to 12 Units <input type="checkbox"/> Apts - 13 to 20 Units <input type="checkbox"/> Apts - Over 20 Units <input type="checkbox"/> Other <input type="checkbox"/> Senior Residence
	<input type="checkbox"/> Industrial	
	<input type="checkbox"/> Office	<input type="checkbox"/> Medical/Dental <input type="checkbox"/> Other <input type="checkbox"/> Professional Office
	<input type="checkbox"/> Recreational	<input type="checkbox"/> Campground <input type="checkbox"/> Golf <input type="checkbox"/> Marina <input type="checkbox"/> Other <input type="checkbox"/> Sports/Entertainment
	<input type="checkbox"/> Retail	
<input checked="" type="checkbox"/> Land	<input checked="" type="checkbox"/> Designated <input type="checkbox"/> Raw (Outside Off Plan)	<input type="checkbox"/> Bush <input type="checkbox"/> Office <input type="checkbox"/> Restricted <input type="checkbox"/> Golf <input type="checkbox"/> Other <input type="checkbox"/> Retail <input type="checkbox"/> Gravel Pit/Quarry <input type="checkbox"/> Parking Lot <input type="checkbox"/> Waterfront <input type="checkbox"/> Hospitality <input type="checkbox"/> Recreational <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Residential
<input type="checkbox"/> Office	<input type="checkbox"/> Office	<input type="checkbox"/> Medical/Dental <input type="checkbox"/> Other <input type="checkbox"/> Professional Office
<input type="checkbox"/> Sale of Business <small>■1</small>	<input type="checkbox"/> Without Property	<input type="checkbox"/> Apparel <input type="checkbox"/> Day Care <input type="checkbox"/> Gravel Pit/Quarry <input type="checkbox"/> Art Gallery <input type="checkbox"/> Delicatessen <input type="checkbox"/> Grocery/Supermarket <input type="checkbox"/> Art Supplies <input type="checkbox"/> Delivery/Courier <input type="checkbox"/> Hair Salon <input type="checkbox"/> Automotive Related <input type="checkbox"/> Distributing <input type="checkbox"/> Hardware/Tools <input type="checkbox"/> Bakery <input type="checkbox"/> Drugstore/Pharmacy <input type="checkbox"/> Home Improvement <input type="checkbox"/> Banquet Hall <input type="checkbox"/> Dry Cleaning/Laundry <input type="checkbox"/> Hotel/Motel/Inn <input type="checkbox"/> Barber/Beauty <input type="checkbox"/> Electronics <input type="checkbox"/> Jewellery <input type="checkbox"/> Bar/Tavern/Pub <input type="checkbox"/> Entertainment <input type="checkbox"/> Manufacturing <input type="checkbox"/> Beauty Salon <input type="checkbox"/> Fast Food/Takeout <input type="checkbox"/> Marina <input type="checkbox"/> Bed & Breakfast <input type="checkbox"/> Fitness/Training <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Butcher/Meat <input type="checkbox"/> Florist <input type="checkbox"/> Other <input type="checkbox"/> Cabins/Cottages <input type="checkbox"/> Food Court Outlet <input type="checkbox"/> Pizzeria <input type="checkbox"/> Café <input type="checkbox"/> Footwear <input type="checkbox"/> Real Estate Office <input type="checkbox"/> Car Wash <input type="checkbox"/> Fruit/Vegetable/ <input type="checkbox"/> Restaurant <input type="checkbox"/> Caterer/Cafeteria <input type="checkbox"/> Market <input type="checkbox"/> Self Storage <input type="checkbox"/> Coffee/Donut Shop <input type="checkbox"/> Funeral Home <input type="checkbox"/> Service Related <input type="checkbox"/> Coin Laundromat <input type="checkbox"/> Furniture <input type="checkbox"/> Spa/Tanning <input type="checkbox"/> Convenience/Variety <input type="checkbox"/> Garden/Landscaping <input type="checkbox"/> Sporting Goods <input type="checkbox"/> Copy/Printing <input type="checkbox"/> Gas Station <input type="checkbox"/> Sports/Entertainment <input type="checkbox"/> Crafts/Hobby <input type="checkbox"/> Golf Course <input type="checkbox"/> Travel Agency <input type="checkbox"/> Dairy Products <input type="checkbox"/> Golf Driving Range <input type="checkbox"/> Woodworking
		<input type="checkbox"/> With Property
<input type="checkbox"/> Store W Apt/Office	<input type="checkbox"/> Store W Apt/Office	

FREESTANDING <small>■2</small>	TOTAL AREA <small>■3</small>	TOTAL AREA CODE <small>■3 (Check 1)</small>
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	14.47	<input checked="" type="checkbox"/> Acres <input type="checkbox"/> Hectares <input type="checkbox"/> Square Feet <input type="checkbox"/> Sq Ft Divisible <input type="checkbox"/> Sq M Divisible <input type="checkbox"/> Square Meters

■1 USE IS MANDATORY IF "SALE OF BUSINESS" TYPE IS CHECKED

■2 MANDATORY IF TYPE IS      --> COMMERCIAL RETAIL; INDUSTRIAL; INVESTMENT; OFFICE; STORE WITH APT/OFFICE

■3 MANDATORY IF TYPE IS      --> COMMERCIAL RETAIL; FARM; INDUSTRIAL; INVESTMENT; LAND; OFFICE; STORE WITH APT/OFFICE

## DETAILS (CONTINUED)

<b>% BUILDING</b>	<b>OFFICE/APT AREA</b> <b>■4</b>	<b>OFFICE APARTMENT AREA CODE</b> <b>■4</b> (Check 1)					
		<input type="checkbox"/> % <input type="checkbox"/> Sq Ft <input type="checkbox"/> Sq Ft Divisible <input type="checkbox"/> Square Meters <input type="checkbox"/> Sq M Divisible					
<b>INDUSTRIAL AREA</b> <b>■5</b>	<b>INDUSTRIAL AREA CODE</b> <b>■5</b> (Check 1)						
	<input type="checkbox"/> % <input type="checkbox"/> Sq Ft <input type="checkbox"/> Sq Ft Divisible <input type="checkbox"/> Square Meters <input type="checkbox"/> Sq M Divisible						
<b>RETAIL AREA</b> <b>■6</b>	<b>RETAIL AREA CODE</b> <b>■6</b> (Check 1)						
	<input type="checkbox"/> % <input type="checkbox"/> Sq Ft <input type="checkbox"/> Sq Ft Divisible <input type="checkbox"/> Square Meters <input type="checkbox"/> Sq M Divisible						
<b>APPROXIMATE AGE</b> (Check 1)	<b>AREA INFLUENCES</b> (Max 2)						
<input type="checkbox"/> New <input type="checkbox"/> 0-5 <input type="checkbox"/> 6-15 <input type="checkbox"/> 16-30 <input type="checkbox"/> 31-50 <input type="checkbox"/> 51-99 <input type="checkbox"/> 100+	<input type="checkbox"/> Greenbelt/Conservation <input type="checkbox"/> Major Highway <input type="checkbox"/> Public Transit <input type="checkbox"/> Recreation/Community Centre <input type="checkbox"/> Skiing <input type="checkbox"/> Subways						
<b>PHYSICALLY HANDICAPPED-EQUIPPED</b>	<b>BASEMENT</b> <b>■7</b>	<b>UFFI</b> (Check 1)					
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> No <input type="checkbox"/> Partially Removed <input type="checkbox"/> Removed <input type="checkbox"/> Yes					
<b>CLEAR HEIGHT</b> <b>■5</b>	<b>SPRINKLERS</b> <b>■12</b>	<b>UTILITIES</b> <b>■3</b>	<b>BAY SIZE</b>				
Feet	Inches	<input type="checkbox"/> No <input type="checkbox"/> Partial <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Available <input type="checkbox"/> None <input type="checkbox"/> Yes	Width Feet	Width Inches	Length Feet	Length Inches
<b>AMPS</b>	<b>VOLTS</b>	<b>WATER</b> (Check 1)					
		<input type="checkbox"/> Both <input checked="" type="checkbox"/> Municipal <input type="checkbox"/> None <input type="checkbox"/> Other <input type="checkbox"/> Well					
<b>WATER SUPPLY TYPE</b> (Max 4)							
<input type="checkbox"/> Bored Well <input type="checkbox"/> Chlorination <input type="checkbox"/> Cistern <input type="checkbox"/> Comm Well <input type="checkbox"/> Drilled Well <input type="checkbox"/> Dug Well <input type="checkbox"/> Iron/Mineral Filter <input type="checkbox"/> Lake/River <input type="checkbox"/> None <input type="checkbox"/> Reverse Osmosis <input type="checkbox"/> Sediment Filter <input type="checkbox"/> Shared Well <input type="checkbox"/> Water System							
<b>AIR CONDITIONING</b> <b>■8</b>	<b>HEAT TYPE</b> <b>■9</b> (Check 1)						
<input type="checkbox"/> No <input type="checkbox"/> Partial <input type="checkbox"/> Yes	<input type="checkbox"/> Baseboard <input type="checkbox"/> Gas Forced Air Closed <input type="checkbox"/> Oil Forced Air <input type="checkbox"/> Propane Gas <input type="checkbox"/> Water Radiators <input type="checkbox"/> Electric Forced Air <input type="checkbox"/> Gas Forced Air Open <input type="checkbox"/> Oil Hot Water <input type="checkbox"/> Radiant <input type="checkbox"/> Woodburning <input type="checkbox"/> Electric Hot Water <input type="checkbox"/> Gas Hot Water <input type="checkbox"/> Oil Steam <input type="checkbox"/> Solar <input type="checkbox"/> Fan Coil <input type="checkbox"/> None <input type="checkbox"/> Other <input type="checkbox"/> Steam Radiators						
<b>WASHROOMS</b>	<b>TRUCK LEVEL SHIPPING DOORS #</b> <b>■5</b>	<b>TRUCK LEVEL SHIPPING DOORS DIMENSIONS</b> <b>■5</b>					
		Height Feet	Height Inches	Width Feet	Width Inches		
<b>DOUBLE MAN SHIPPING DOORS #</b> <b>■5</b>		<b>DOUBLE MAN SHIPPING DOORS DIMENSIONS</b> <b>■5</b>					
		Height Feet	Height Inches	Width Feet	Width Inches		
<b>DRIVE-IN LEVEL SHIPPING DOORS #</b> <b>■5</b>		<b>DRIVE-IN LEVEL SHIPPING DOORS DIMENSIONS</b> <b>■5</b>					
		Height Feet	Height Inches	Width Feet	Width Inches		

■3 MANDATORY IF TYPE IS --> COMMERCIAL RETAIL; FARM; INDUSTRIAL; INVESTMENT; LAND; OFFICE; STORE WITH APT/OFFICE

■4 MANDATORY IF TYPE IS --> OFFICE; STORE WITH APT/OFFICE

■5 MANDATORY IF TYPE IS --> INDUSTRIAL

■6 MANDATORY IF TYPE IS --> COMMERCIAL RETAIL; STORE WITH APT/OFFICE

■7 MANDATORY IF TYPE IS --> SALE OF BUSINESS; STORE WITH APT/OFFICE

■8 MANDATORY IF TYPE IS --> COMMERCIAL RETAIL; INDUSTRIAL; INVESTMENT; OFFICE; SALE OF BUSINESS; STORE W APT/OFFICE

■9 NOT MANDATORY IF TYPE IS --> LAND

■10 MANDATORY IF TYPE IS --> OFFICE

■11 MANDATORY IF TYPE IS --> LAND

■12 MANDATORY IF TYPE IS --> COMMERCIAL RETAIL; INDUSTRIAL; OFFICE; STORE WITH APT/OFFICE

## DETAILS (CONTINUED)

<b>GRADE LEVEL SHIPPING DOORS #</b> <b>■5</b>		<b>GRADE LEVEL SHIPPING DOORS DIMENSIONS</b> <b>■5</b>				
		Height Feet	Height Inches	Width Feet	Width Inches	
<b>ELEVATOR</b> <b>■10</b> (Check 1)		<b>GARAGE TYPE</b> <b>■8</b> (Check 1)				
<input type="checkbox"/> Freight+Public <input type="checkbox"/> Freight <input type="checkbox"/> None <input type="checkbox"/> Public		<input type="checkbox"/> Boulevard <input type="checkbox"/> Covered <input type="checkbox"/> Double Detached <input type="checkbox"/> In/Out	<input type="checkbox"/> Lane <input type="checkbox"/> None <input type="checkbox"/> Other <input type="checkbox"/> Outside/Surface	<input type="checkbox"/> Pay <input type="checkbox"/> Plaza <input type="checkbox"/> Public <input type="checkbox"/> Reserved Assigned	<input type="checkbox"/> Single Detached <input type="checkbox"/> Street <input type="checkbox"/> Underground <input type="checkbox"/> Valet	<input type="checkbox"/> Visitor
<b>PARKING SPACES</b>		<b>NUMBER OF TRAILER PARKING SPOTS</b>	<b>OUTSIDE STORAGE</b>	<b>RAIL</b> <b>■5</b> (Check 1)	<b>CRANE</b>	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Available <input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SURVEY</b>	<b>SOIL TEST</b> (Check 1)					
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Construction Audit <input type="checkbox"/> Construction+Environmental <input type="checkbox"/> Environmental Audit <input type="checkbox"/> No <input type="checkbox"/> Yes					
<b>SEWERS</b> <b>■11</b> (Check 1)						
<input type="checkbox"/> None <input type="checkbox"/> Septic Available		<input type="checkbox"/> Sanitary <input type="checkbox"/> Septic	<input type="checkbox"/> Sanitary Available <input type="checkbox"/> Storm	<input type="checkbox"/> Sanitary+Storm <input type="checkbox"/> Storm Available	<input checked="" type="checkbox"/> Sanitary+Storm Available	
<b>FARM FEATURES</b> (Max 26)						
<input type="checkbox"/> Barn Cleaner <input type="checkbox"/> Barn Hydro <input type="checkbox"/> Barn Water <input type="checkbox"/> Barn Well		<input type="checkbox"/> Cold Storage <input type="checkbox"/> Dry Storage <input type="checkbox"/> Equipment Included <input type="checkbox"/> Feed System	<input type="checkbox"/> Fence - Electric <input type="checkbox"/> Irrigation System <input type="checkbox"/> Liquid Tank <input type="checkbox"/> Loading Yard	<input type="checkbox"/> Manure Pit <input type="checkbox"/> Milking System <input type="checkbox"/> Paddock <input type="checkbox"/> Pasture	<input type="checkbox"/> Quotas <input type="checkbox"/> Slats <input type="checkbox"/> Stalls <input type="checkbox"/> Track	<input type="checkbox"/> Tractor Access <input type="checkbox"/> Windbreak <input type="checkbox"/> Other <input type="checkbox"/> None
<b>YEAR BUILT</b>						
<b>YEAR BUILT SOURCE</b>						
<input type="checkbox"/> MPAC <input type="checkbox"/> Appraiser <input type="checkbox"/> Assessor <input type="checkbox"/> Builder <input type="checkbox"/> Estimated <input type="checkbox"/> LBO Provider <input type="checkbox"/> Other <input type="checkbox"/> Owner <input type="checkbox"/> Plans						

**■5 MANDATORY IF TYPE IS**

--> INDUSTRIAL

**■6 MANDATORY IF TYPE IS**

--> COMMERCIAL RETAIL; STORE WITH APT/OFFICE

**■7 MANDATORY IF TYPE IS**

--> SALE OF BUSINESS; STORE WITH APT/OFFICE

**■8 MANDATORY IF TYPE IS**

--> COMMERCIAL RETAIL; INDUSTRIAL; INVESTMENT; OFFICE; SALE OF BUSINESS; STORE W APT/OFFICE

**■9 NOT MANDATORY IF TYPE IS**

--> LAND

**■10 MANDATORY IF TYPE IS**

--> OFFICE

**■11 MANDATORY IF TYPE IS**

--> LAND

**■12 MANDATORY IF TYPE IS**

--> COMMERCIAL RETAIL; INDUSTRIAL; OFFICE; STORE WITH APT/OFFICE

## COMMENTS

**REMARKS FOR CLIENTS** (2000 characters)

**OFFER REMARKS (SELLER DIRECTION)** (500 characters)

## COMMENTS (CONTINUED)

**INCLUSIONS** (1000 characters)

**EXCLUSIONS** (300 characters)

**RENTAL ITEMS/UNDER CONTRACT** (250 characters)

**UNDER CONTRACT MONTHLY COSTS** (250 characters)

**REALTOR ONLY REMARKS** (1050 characters)

Do not walk property without contacting listing agent.

CBRE Toronto North - Mike Czestochowski, Lauren White, Emelie Rowe, Evan Stewart, Nicholas Webster

\* See schedule A for complete list of property addresses

\*\* See Schedule A for all property PINs and Legal Descriptions

## FINANCIAL INFORMATION

FINANCIAL STATEMENT	CHATTELS	FRANCHISE	DAYS OPEN	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Open 1 Day <input type="checkbox"/> Open 2 Days <input type="checkbox"/> Open 3 Days <input type="checkbox"/> Open 4 Days <input type="checkbox"/> Open 5 Days <input type="checkbox"/> Open 6 Days <input type="checkbox"/> Open 7 Days <input type="checkbox"/> Varies	
HOURS OPEN (255 characters)				
EMPLOYEES		SEATS	LL.B.O	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
BUSINESS/BUILDING NAME (100 characters)				
TAXES EXPENSE		INSURANCE EXPENSE	MANAGEMENT EXPENSE	MAINTENANCE EXPENSE
HEAT EXPENSE		HYDRO EXPENSE	WATER EXPENSE	OTHER EXPENSE
GROSS INCOME/SALES		VACANCY ALLOWANCE	OPERATING EXPENSE	NET INCOME BEFORE DEBT
ESTIMATED INVENTORY VALUE AT COST		COMMON AREA UPCHARGE	PERCENTAGE RENT	EXPENSES ACTUAL/ESTIMATED <sup>♦♦</sup>
				<input type="checkbox"/> Actual <input type="checkbox"/> Estimated
YEAR EXPENSE <sup>♦♦</sup>				

♦ MANDATORY IF TYPE "SALE OF BUSINESS" IS CHECKED IN DETAILS SECTION

♦♦ COMPLETE ONLY IF YOU HAVE ENTERED ANY AMOUNT(S)

## OTHER

LISTING BROKERAGE	LISTING BROKERAGE PHONE	LISTING BROKERAGE FAX
CBRE Limited		
SALESPERSON 1	SALESPERSON 1 PHONE	
SALESPERSON 2 BROKERAGE	SALESPERSON 2 PHONE	
CBRE Limited		
SALESPERSON 2		
SALESPERSON 3 BROKERAGE	SALESPERSON 3 PHONE	
SALESPERSON 3		
SALESPERSON 4 BROKERAGE	SALESPERSON 4 PHONE	
SALESPERSON 4		
COMMISSION TO CO-OPERATING BROKERAGE (50 characters)	SELLER PROPERTY INFO STATEMENT	ENERGY CERTIFICATE
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

## OTHER (CONTINUED)

<b>CERTIFICATE LEVEL</b> (25 characters)		<b>GREEN PROPERTY INFO STATEMENT</b>	<b>DISTRIBUTE TO INTERNET</b>
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>DISPLAY ADDRESS ON INTERNET</b>		<b>DISTRIBUTE TO DDF/IDX</b>	<b>PERMISSION TO CONTACT LISTING BROKER TO ADVERTISE</b>
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>REALTOR® SIGN ON PROPERTY</b>	<b>APPOINTMENTS/SHOWING REMARKS</b> (250 characters)		
<input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>SHOWING REQUIREMENTS</b> (Max 6)			
<input type="checkbox"/> Go Direct <input type="checkbox"/> Lockbox <input checked="" type="checkbox"/> See Brokerage Remarks <input type="checkbox"/> Showing System <input type="checkbox"/> List Brokerage <input type="checkbox"/> List Salesperson			
<b>OCCUPANCY</b> (Check 1)		<b>CONTACT AFTER EXPIRED</b>	
<input type="checkbox"/> Owner + Tenant <input type="checkbox"/> Owner <input type="checkbox"/> Partial <input type="checkbox"/> Tenant <input type="checkbox"/> Vacant		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>UNBRANDED VIRTUAL TOUR URL 1</b> (255 characters)			
<b>UNBRANDED VIRTUAL TOUR URL 2</b> (255 characters)			
<b>BRANDED VIRTUAL TOUR URL 1</b> (255 characters)			
<b>BRANDED VIRTUAL TOUR URL 2</b> (255 characters)			
<b>SALES BROCHURE URL</b> (255 characters)			
<b>ADDITIONAL PICTURES URL</b> (200 characters)			
<b>ALTERNATE FEATURE SHEET URL</b> (200 characters)			
<b>MAP LOCATION URL</b> (255 characters)			
<b>SOUND BITE URL</b> (255 characters)			

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

**SIGNATURE**

**DATE** / /  
MM DD YYYY

**SIGNATURE**

**DATE** / /  
MM DD YYYY



H

**CONFIDENTIAL APPENDIX “1”  
SUMMARY OF REALTOR PROPOSALS**

**CONFIDENTIAL APPENDIX OMITTED**