

## AGREEMENT OF PURCHASE AND SALE

**THIS AGREEMENT** dated as of the 4th day of March, 2026.

**B E T W E E N :**

**MSI SPERGEL INC.**, in its capacity as Court-appointed receiver of the assets, undertakings and properties of **20 CALDARI DEVELOPMENT INC.** and not in its personal or corporate capacity and without personal or corporate liability.

(the "**Vendor**")

OF THE FIRST PART

- and -

**1000688136 ONTARIO INC.** and **J.I.S. CONTRACT FURNITURE INC.**, In Trust for a company to be incorporated

(the "**Purchaser**")

OF THE SECOND PART

### W H E R E A S

- A. Pursuant to the Receivership Order (as defined below), msi Spergel Inc. was appointed receiver to, among other things, market and sell the Purchased Assets (as defined below);
- B. The Purchased Assets include the Lands (as defined below);
- C. The Purchaser respectively holds a first-ranking mortgage and a second-ranking mortgage on title to the Lands;
- D. The Vendor will obtain the Sales Process Order (as defined below) to authorize the Vendor to enter into this Agreement and conduct a stalking horse sales process with respect to the Purchased Assets; and
- E. The Purchaser has agreed to purchase from the Vendor pursuant to this Stalking Horse Bid (as defined below) including providing a credit bid, and the Vendor has agreed to sell to the Purchaser, the Purchased Assets including the Lands on the terms and conditions set out herein.

**IN CONSIDERATION** of the mutual agreements contained in this Agreement, the receipt and sufficiency of which are acknowledged by each of the Vendor and the Purchaser, the Vendor and the Purchaser agree as follows:

## 1. DEFINITIONS

In this Agreement, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

- (a) **"Agreement"** means this agreement of purchase and sale, together with the attached schedules;
- (b) **"Approval and Vesting Order"** means an order of the Court substantially in the form of the template Approval and Vesting Order for use on the Commercial List of the Court approving the transaction provided for in this Agreement and ordering that the Debtor's right, title and interest in the Purchased Assets be vested in the Purchaser free and clear of encumbrances except for Permitted Encumbrances upon satisfaction by the Purchaser of its obligations under this Agreement, a draft of which is attached hereto at Schedule "C";
- (c) **"Assignment of Contracts"** means an assignment and assumption of the right, title and interest and obligations of the Debtor in the Assumed Contracts to the Purchaser in the form mutually agreed upon between the Vendor and the Purchaser, each acting reasonably;
- (d) **"Bid"** means an offer from a participant in the Sale Process to acquire the Purchased Assets;
- (e) **"Bidder"** means a participant in the Sale Process that makes a Bid;
- (f) **"Bid Participation Deposit"** shall have the meaning ascribed to it in the definition below of "Superior Bid(s)";
- (g) **"Break Fee"** means a reasonable amount based on the reasonable expenses of the Stalking Horse Bidder to be fixed by the Court;
- (h) **"Building"** means the building situated on the Lands, including all improvements thereto and all fixtures forming a part thereof;
- (i) **"Business Day"** means any day other than a Saturday or a Sunday or a statutory holiday in the Province of Ontario;
- (j) **"Closing"** shall have the meaning ascribed to it in Section 10 hereof;
- (k) **"Closing Adjustments"** shall have the meaning ascribed to it in Section 8 hereof;
- (l) **"Closing Documents"** means the Vendor's closing deliveries and the Purchaser's Closing deliveries together as set forth in Sections 18 and 19 hereof;

- (m) "**Court**" means the Ontario Superior Court of Justice;
- (n) "**Damages**" shall have the meaning ascribed to it in Section 19(h) hereof;
- (o) "**Date of Closing**" shall have the meaning ascribed to it in Section 10 hereof;
- (p) "**Debtor**" means, 20 Caldari Development Inc.;
- (q) "**Deposit**" shall have the meaning ascribed to it in Section 7(a) hereof;
- (r) "**DRA**" shall have the meaning ascribed to it in Section 11(a)(i) hereof;
- (s) "**Environmental Activity**" means any past or present activity, event or circumstance in respect of any Hazardous Materials, including its storage, use, holding, collection, purchase, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling or transportation or its release, escape, leaching, dispersal, emission, discharge or migration into the natural environment, including movement through or in the air, soil, subsoil, surface water or ground water, or in indoor spaces;
- (t) "**Environmental Law**" means all applicable federal, provincial, municipal and local laws, by-laws, statutes, regulations, treaties, orders, judgments, decrees, ordinances, official directives, authorizations, rules, codes, permits, licenses, agreement or other governmental restrictions having the force of law relating to the environment, occupational health and safety, health protection, Hazardous Materials or any Environmental Activity;
- (u) "**ETA**" means *Excise Tax Act* (Canada);
- (v) "**ETA Election**" shall have the meaning ascribed to it in Section 21(c) hereof;
- (w) "**Excluded Assets**" means
  - (i) any goods and chattels located on the Lands and owned by a third party;
- (x) "**Government Authority**" means any person, body, department, bureau, agency, board, tribunal, commission, branch or office of any federal, provincial or municipal government having or claiming to have jurisdiction over part or all of the Purchased Assets, the transaction contemplated in this Agreement and/or one or both of the Parties hereto and shall include a board or association of insurance underwriters;

- (y) **"Hazardous Materials"** means any substance, material, matter or thing defined or regulated by any Environmental Law, contaminants, pollutants, substances or materials that, when released to the natural environment, could cause, at some immediate or future time, harm or degradation to the natural environment or risk to human health, whether or not such contaminants, pollutants, substances or materials are or shall become prohibited, controlled or regulated by any Government Authority and any "contaminants", "dangerous substances", "hazardous materials", "hazardous substances", "hazardous wastes", "industrial wastes", "liquid wastes", "pollutants" and "toxic substances", all as defined in, referred to or contemplated in any Environmental Law and, not to limit the generality of the foregoing, includes asbestos, mould, urea formaldehyde foam insulation and mono- or poly-chlorinated biphenyl wastes;
- (z) **"HST"** shall have the meaning ascribed thereto in Section 21(a) hereof;
- (aa) **"ICA"** shall have the meaning ascribed thereto in Section 14(b) hereof;
- (bb) **"Lands"** means the lands and premises municipally known as 20 Caldari Road, Vaughan, Ontario as legally described on Schedule "A" hereto;
- (cc) **"Material Damage"** shall have the meaning ascribed to it in Section 12 hereof;
- (dd) **"Mortgage Indebtedness Amount"** means the amount of the indebtedness owed by the Debtor to the Purchaser as of the Date of Closing and secured respectively by the first and second mortgages on title to the Lands, and which as of the date of execution of this Agreement was approximately \$16 million;
- (ee) **"Parties"** means the Vendor and the Purchaser;
- (ff) **"Permitted Assignee"** means a company to be incorporated by the Purchaser, if applicable at the sole discretion of the Purchaser, for the purpose of acquiring the Purchased Assets;
- (gg) **"Permitted Encumbrances"** means the encumbrances listed in Schedule "B" hereof;"
- (hh) **"Priority Payables"** means all amounts owing (including all amounts accrued but not yet payable) by or to the Vendor as of the Date of Closing which rank in priority to the Mortgage Indebtedness Amount, including but not limited to the amounts secured by, or to be secured by, the Receiver's Charge and the Receiver's Borrowings Charge;
- (ii) **"Purchase Price"** shall have the meaning ascribed thereto in Section 7 hereof;

- (jj) **"Purchased Assets"** means, collectively:
  - (i) The Lands; and
  - (ii) The Building;
- (kk) **"Purchaser"** means 1000688136 Ontario Inc. and J.I.S. Contract Furniture Inc., in Trust for a company to be incorporated;
- (ll) **"Purchaser's Solicitor"** means Fogler, Rubinoff LLP;
- (mm) **"Receiver"** means the Vendor;
- (nn) **"Receiver's Borrowings Charge"** means the Receiver's Borrowings Charge granted under the Receivership Order;
- (oo) **"Receiver's Charge"** means the Receiver's Charge granted under the Receivership Order;
- (pp) **"Receivership Order"** means the Order of the Honourable Justice Wilkinson dated the 3<sup>rd</sup> day of June 2025 in the receivership proceedings of the Debtor whereby the Vendor was appointed Receiver of the assets, undertakings and properties of the Debtor effective on or about July 3, 2025;
- (qq) **"Registry Office"** shall have the meaning ascribed to it in Section 11(a) hereof;
- (rr) **"Requisition Date"** shall mean April 7, 2026, unless mutually agreed otherwise by the Parties;
- (ss) **"Sale Process"** means the marketing and sale process for the right, title and interest in and to the Purchased Assets to be approved by the Court pursuant to the Sales Process Order;
- (tt) **"Sales Process Order"** means an order to be made by the Court upon terms acceptable to the Parties hereto, each acting reasonably, that alone or in combination, among other things authorizes the Vendor to enter into this Agreement;
- (uu) **"Stalking Horse Bid"** has the meaning ascribed thereto in Section 15(a) hereof;
- (vv) **"Stalking Horse Bidder"** means the Purchaser;
- (ww) **"Successful Bid"** means the Winning Bid;

- (xx) **"Superior Bid(s)"** shall mean a Bid by any person other than the Purchaser or its affiliates to purchase all of the Purchased Assets as determined pursuant to the Sales Process Order, provided that no offer or Bid shall qualify as a Superior Bid unless it meets, among other things, the following minimum criteria:
- (i) The Bid must provide cash proceeds that are no less than the aggregate total of: (a) the amount of the Purchase Price; (b) the amount of the Break Fee if fixed or ordered by the Court; and (c) a minimum overbid or minimum increment in the amount of \$400,000;
  - (ii) the Bid must be accompanied by a cash deposit in the amount of \$100,000 (the **"Bid Participation Deposit"**);
  - (iii) the Bid must be irrevocable until May 25, 2026 and specify that the Closing shall take place on or by the Closing Date Deadline in the Sale Process;
  - (iv) the Bid must be on terms no less favourable and no more burdensome or conditional than the Stalking Horse Bid;
  - (v) the Bid must be substantially in the form of the Stalking Horse Bid, with any changes to the Bid black-lined against the Stalking Horse Bid;
  - (vi) the Bid must be supported, in the sole discretion of the Vendor, by evidence of financing sufficient to close a transaction within the timelines detailed in the Sales Process Order;
  - (vii) the Bid is firm and not conditional upon the Bidder obtaining financing to close the transaction contemplated by the Sales Process Order.
- (yy) **"TERS"** shall have the meaning ascribed to it in Section 11(a) hereof;
- (zz) **"Vendor"** means msi Spergel Inc., in its capacity as Court-appointed Receiver of the assets, undertakings and properties of the Debtor, and not in its personal or corporate capacity and without personal or corporate liability;
- (aaa) **"Vendor's Solicitors"** means the firm of Fogler, Rubinoff LLP, subject to the Vendor's right to retain independent legal counsel regarding any issues in which there is a real or potential conflict with Fogler, Rubinoff LLP acting as Purchaser's Solicitor and Vendor's Solicitors;
- (bbb) **"Winning Bid"** has the meaning ascribed thereto in Section 15(c) hereof;

(ccc) "**Winning Bidder**" has the meaning ascribed thereto in Section 15(c) hereof; and

(ddd) "**Winning Bid Deposit**" means Four Hundred Thousand (\$400,000).

## 2. SCHEDULES

The following Schedule are appended to this Agreement:

Schedule "A"	Legal Description of Lands
Schedule "B"	Permitted Encumbrances
Schedule "C"	Approval and Vesting Order (Draft)

## 3. NATURE OF TRANSACTION

The Purchaser shall purchase, and the Vendor shall sell all of the right, title and interest, if any, of the Debtor in the Purchased Assets, upon and subject to the terms of this Agreement.

## 4. ASSUMED LIABILITIES

Subject to the terms and conditions of this Agreement, the Purchaser agrees that it will, as and from the Date of Closing, effective as of the Closing, assume, discharge, perform, pay and fulfill and indemnify and save harmless the Vendor from and against the following obligations and liabilities (collectively, the "**Assumed Liabilities**"):

- (a) all liabilities and obligations in respect of the Purchased Assets arising or incurred from and after Closing, including, without limitation, all obligations and liabilities relating to any Permitted Encumbrances.

## 5. OBLIGATIONS EXCLUDED

The Purchaser is not assuming and shall not be responsible for any liabilities or obligations of the Debtor other than those liabilities and obligations arising from the Purchased Assets.

## 6. EXCLUDED ASSETS

- (a) (a) The Vendor is not selling and the Purchaser is not purchasing the Excluded Assets, all of which are excluded from the Purchased Assets and the purchase and sale hereunder.
- (b) (b) If any of the Excluded Assets or any proceeds thereof shall at any time come into the possession of or under the control of the Purchaser, such assets and/or proceeds shall be held by the Purchaser, in trust for the

benefit of the Vendor. Upon the Purchaser becoming aware that it has come into possession of such assets and/or proceeds, the Purchaser shall forthwith so advise the Vendor in writing of same and shall, if so requested by the Vendor, account and deliver over to the Vendor, at the Vendor's cost, any such assets and/or proceeds.

## 7. PURCHASE PRICE

The purchase price for the Purchased Assets shall be equal to the Mortgage Indebtedness Amount plus the amount of the Priority Payables (the "**Purchase Price**"). The Purchase Price shall be paid or bid, accounted for and satisfied as follows:

- (a) **Deposit:** On acceptance of this Agreement by both parties, the Purchaser shall deposit the principal amount of \$500,000.00 (the "**Deposit**"), which sum shall be held by the Vendor, in trust, as a deposit pending Closing or termination of this Agreement. Subject only to the terms of this Agreement, the Deposit (plus any interest that has actually accrued thereon) is to be credited on account of the Purchase Price upon completion of the transaction contemplated in this Agreement. If this Agreement is not completed due to the Purchaser's default, the Vendor, in addition to any other remedies that it may have, shall be entitled to retain the Deposit (plus any interest that has actually accrued thereon) as liquidated damages and not as a penalty. If this Agreement is terminated for any reason whatsoever other than the default of the Purchaser, the Deposit (plus any interest that has actually accrued thereon) shall be returned to the Purchaser forthwith, without deduction.
- (b) **Interest Bearing Account:** The Parties agree that the Vendor shall cause the Deposit to be placed in an interest-bearing account.
- (c) **Satisfaction of Purchase Price:** The Purchaser shall pay and satisfy the Purchase Price by: (i) paying the Deposit in accordance with Section 7(a) hereof; and (ii) satisfying the balance owed to the Vendor by the Purchaser by credit bidding the Mortgage Indebtedness Amount on a dollar-for-dollar basis.
- (d) **Break Fee:** Subject to the issuance of the Sales Process Order and further Order of the Court fixing the amount of the Break Fee, if applicable, if this Agreement is not the Successful Bid or Winning Bid in the Sale Process, the obligations of the Parties under this Agreement shall be at an end, save and except that the Receiver shall, immediately following the completion of the transaction contemplated by the Successful Bid or Winning Bid, pay the Break Fee from the proceeds of such Successful Bid or Winning Bid and return the Deposit, to the Purchaser. The Break Fee is subject to Court approval fixing the amount of the Break Fee, if applicable.

- (e) **Winning Bid Deposit:** Subject to the issuance of the Sales Process Order, if this Agreement is not the Successful Bid or Winning Bid in the Sales Process, the Winning Bidder shall, immediately upon being notified by the Receiver that it is the Winning Bid pursuant to the Sales Process, pay the Winning Bid Deposit to the Receiver.

## 8. CLOSING AND POST-CLOSING ADJUSTMENTS

- (a) **Closing Adjustments:** Adjustments shall be made, as of 12:01 a.m. on the Date of Closing, for realty taxes, local improvement rates, municipal/provincial levies and charges, water and assessment rates, utilities, and any other items which are usually adjusted in purchase transactions involving commercial properties in Ontario. The Date of Closing shall be for the account of the Purchaser. The Vendor shall not be required to re-adjust after closing any item on or omitted from the statement of adjustments.
- (b) **Reduction in Property Taxes:** The Purchaser acknowledges and agrees that the Vendor shall be entitled to the benefit of any reduction in the property taxes payable with respect to the Lands for the period prior to the Closing Date. To the extent that the Purchaser receives any amounts from the applicable municipality in respect of any reduction of property taxes relating to the period prior to the Date of Closing, the Purchaser shall forthwith forward such amounts to the Vendor.

## 9. TERMS OF PURCHASE

- (a) **"As Is, Where Is":** The Purchaser acknowledges that the Vendor is selling and the Purchaser is purchasing the Purchased Assets on an "as is, where is" basis subject to whatever defects, conditions, impediments, Hazardous Materials or deficiencies which may exist on the Date of Closing, including, without limiting the generality of the foregoing, any latent or patent defects in the Purchased Assets and such defects as may be revealed in the Vendor's Deliveries. The Purchaser further acknowledges that it has entered into this Agreement on the basis that the Vendor does not guarantee title to the Purchased Assets, that the Purchaser shall have conducted such inspections of the condition and title to the Purchased Assets as it deems appropriate, and that the Purchaser shall have satisfied itself regarding these matters. No representation, warranty or condition expressed or implied, statutory or non-statutory, oral or written has been or will be given by the Vendor as to title, encumbrances, description, fitness for any present or intended purpose or use, the existence or non-existence of Hazardous Materials, compliance or non-compliance with any Environmental Law, any Environmental Activity from, on or in relation to the Lands, the existence, state, nature, identity, extent or effect of any investigations, administrative orders, control orders, stop orders,

compliance orders or any other orders, proceedings or actions under any Environmental Law in relation to the Lands, merchantability, condition, or quality, cost, state of repair, degree of maintenance, durability or in respect of any other matter or thing whatsoever concerning the Purchased Assets, or the right of the Vendor to sell same save and except as expressly provided for in this Agreement. Without limiting the generality of the foregoing, all conditions, warranties, or representations expressed or implied pursuant to the *Sale of Goods Act* of Ontario do not apply hereto and have been waived by the Purchaser. The descriptions of the Purchased Assets contained in this Agreement are for the purposes of identification only and no representation, warranty or condition has or will be given by the Vendor concerning the accuracy of such descriptions. Any documentation, materials or information provided by the Vendor to the Purchaser regarding the Purchased Assets, or any part thereof, was provided solely for the convenience of the Purchaser and is not warranted or represented to be complete or accurate and does not form part of this Agreement. The Purchaser shall and shall be deemed to rely entirely on its own inspections and investigations concerning the Purchased Assets. The Purchaser acknowledges that it shall have no recourse to the Vendor with respect to the environmental condition of the Lands and has satisfied itself with respect to same. If the Closing occurs, the Purchaser shall assume all risks relating to the physical condition of the Purchased Assets which existed on or prior to the Closing Date. Neither the Purchaser nor any permitted occupant of the Lands shall have any recourse to the Vendor because of the nature or condition of the Purchased Assets. This section shall not merge on Closing and is deemed incorporated by reference into all Closing documents and deliveries.

- (b) **Title and Other Requisitions:** The Purchaser acknowledges that it shall, at its own expense, examine title to the Lands and satisfy itself as to the state thereof, satisfy itself as to outstanding work orders affecting the Lands, satisfy itself as to the use of the Lands being in accordance with applicable zoning requirements, satisfy itself that the Buildings may be insured to the satisfaction of the Purchaser and satisfy itself that title to the Lands shall be good and marketable title in fee simple free from all encumbrances save and except Permitted Encumbrances. The Purchaser shall be allowed until the Requisition Date, at its own expense, to satisfy itself that on Closing it will acquire title to the Purchased Assets free of any encumbrances other than Permitted Encumbrances and shall provide Vendor's counsel with notice in writing of any valid requisition or objection in respect of encumbrances against the Purchased Assets by no later than 5:00 p.m. (Eastern Standard Time) on the Requisition Date. The Vendor agrees to take reasonable steps and utilize its best efforts to satisfy or comply with any valid requisition. If the Vendor shall, through any cause, be unable to answer or comply with any valid requisition or objection which the Purchaser

will not waive, this Agreement shall be at an end (notwithstanding any intervening negotiations or litigation or any attempt to remove or comply with the same) and the full amount of the Deposit (plus any interest that has actually accrued thereon) shall be returned to the Purchaser forthwith, without deduction, and the Purchaser shall not be entitled to any other compensation from the Vendor of any kind whatsoever with respect to the failure to satisfy or comply with such requisition. The Vendor shall not be required to furnish or produce any survey, abstract, deed, declaration or document or evidence of title except those in its possession.

## 10. DATE OF CLOSING

Subject to the provisions of Section 14 hereof, the transaction contemplated hereunder shall be completed (the moment of completion shall be referred to as "**Closing**") on the first Business Day following the date upon which the time to appeal the Approval and Vesting Order has expired, or, in the event that an appeal from the Appeal and Vesting Order is filed, the first Business Day following the final dismissal of the appeal (the "**Date of Closing**"), unless the parties hereto otherwise agree to such other date in writing.

## 11. ELECTRONIC REGISTRATION

- (a) In the event that the electronic registration system ("**TERS**") is operative in the relevant land registry office (the "**Registry Office**"), the following provisions shall apply:
  - (i) The Purchaser shall be obliged to retain a solicitor who is an authorized TERS user, has the necessary computer facilities to complete the transaction via TERS and is in good standing with the Law Society of Ontario to represent the Purchaser in connection with the completion of the transaction and shall authorize such solicitor to enter into the Vendor's Solicitor's standard form of escrow closing agreement or document registration agreement which will establish the procedures and timing for closing this transaction, provided they are in accordance with Law Society guidelines (the "**DRA**").
  - (ii) The delivery and exchange of the closing documents:
    - (A) shall not occur contemporaneously with the registration of the Application for Vesting Order and other registerable documentation; and
    - (B) shall be governed by the DRA, pursuant to which the Vendor's Solicitors and Purchaser's Solicitor shall hold all closing documents in escrow and will not be entitled to release them except in strict accordance with the provisions of the DRA.

- (b) The Purchaser expressly acknowledges and agrees that the Vendor will not release the Receiver's Certificate confirming the effectiveness of the Approval and Vesting Order for until the balance of funds due on Closing, in accordance with the statement of adjustments, are remitted by personal delivery to the Vendor's Solicitors (or in such other manner as the Vendor or Vendor's Solicitors may direct).
- (c) Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed by the Parties hereto that an effective tender shall be deemed to have been made by the Vendor upon the Purchaser when the Vendor's Solicitors have:
  - (i) delivered to the Purchaser's Solicitor all closing documents required to be delivered by the Vendor to the Purchaser pursuant to Section 18 hereof;
  - (ii) advised the Purchaser's Solicitor in writing that the Vendor is ready, willing, and able to complete the transaction in accordance with the terms and provisions of this Agreement; and
  - (iii) completed all steps required by TERS to complete this transaction that can be performed or undertaken by the Vendor's Solicitors without the cooperation or participation of the Purchaser's Solicitor, and specifically when the "completeness signatory" for the Application for Vesting Order has been electronically "signed" by the Vendor's Solicitors, without the necessity of personally attending upon the Purchaser or the Purchaser's Solicitor with the closing documents, and without any requirement to have an independent witness evidencing the foregoing.
- (d) Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed by the Parties hereto that an effective tender shall be deemed to have been made by the Purchaser upon the Vendor, when the Purchaser's Solicitor has:
  - (i) Delivered to the Vendor's Solicitor the balance due at Closing and all Closing Documents required to be delivered by the Purchaser to the Vendor pursuant to Section 19 hereof;
  - (ii) advised the Vendor's Solicitors in writing that the Purchaser is ready, willing, and able to complete the transaction in accordance with the terms and provisions of this Agreement; and
  - (iii) completed all steps required by TERS to complete this transaction that can be performed or undertaken by the Purchaser's Solicitor without the cooperation or participation of the Vendor's Solicitors,

and specifically when the "completeness signatory" for the Application for Vesting Order has been electronically "signed" by the Purchaser's Solicitor, without the necessity of personally attending upon the Vendor or the Vendor's Solicitors with the closing documents, and without any requirement to have an independent witness evidencing the foregoing.

- (e) If through no fault of the Purchaser's Solicitor or the Vendor's Solicitors TERS is unavailable on the Closing Date, such that the Purchaser's Solicitor is unable to register the Application for Vesting Order, then the transaction contemplated by this Agreement shall be completed in escrow in accordance with the terms of the DRA which shall apply until such time as TERS becomes available. Upon TERS becoming available, the Vendor's Solicitors shall advise the Purchaser's Solicitor forthwith and the parties shall arrange to complete the registration of the Application for Vesting Order as expeditiously as possible, whereupon the escrow shall be released.

In the event of any conflict or inconsistency between the terms of this Section 11 and the terms of the DRA, the terms of this Section 11 shall prevail.

## **12. PRE-CLOSING RISK AND POST-DAMAGE ENTITLEMENTS**

The Purchased Assets are and shall remain at the Vendor's risk until Closing. In the event of damage to the Purchased Assets prior to the Closing Date, in excess of two hundred and fifty thousand (\$250,000) Dollars, as determined by an independent third party expert appointed by the Vendor ("**Material Damage**"), the Purchaser may, at its option: (a) complete the transaction contemplated by this Agreement without reduction of the Purchase Price, in which event all proceeds of insurance or compensation shall be payable to the Purchaser; or (b) rescind this Agreement, and the Parties hereto shall have no further rights and remedies against each other and the Deposit (plus any interest that has actually accrued thereon) shall be returned to the Purchaser forthwith, without deduction, and the Purchaser shall not be entitled to any other compensation from the Vendor of any kind whatsoever with respect to the failure to close as a result of such loss or damage. The Vendor shall use its best efforts to advise the Purchaser, in writing, within twenty-four (24) hours of the Vendor learning of any Material Damage to the Purchased Assets. The Purchaser shall have five (5) days, or such longer period as the Vendor in its sole and absolute discretion may agree to in writing, from delivery of such notice to advise the Vendor in writing as to its election, if any. In the event that the Purchaser fails to notify the Vendor in writing as to its election within the prescribed time period, the Vendor may terminate this Agreement immediately by providing written notice to the Purchaser and the Parties hereto shall have no further rights and remedies against each other and the Deposit (plus any interest that has actually accrued thereon) shall be returned to the Purchaser forthwith, without deduction, failing which, the Purchaser shall be deemed to have elected to complete the transaction in accordance with subparagraph (a) above.

### 13. VENDOR'S REPRESENTATIONS AND WARRANTIES

The Vendor represents and warrants to the Purchaser that, as at the date hereof and as of the Closing Date:

- (a) **Non-Residency:** The Vendor is not now and does not intend to become, prior to Closing, a non-resident of Canada within the meaning and purpose of Section 116 of the *Income Tax Act* (Canada) and the Vendor is not now and does not intend to become, prior to Closing, an agent, or a trustee of such non-resident;
- (b) **Receivership Order:** The Receivership Order is in full force and effect; and
- (c) **HST Registration:** The Vendor shall be registered for the purposes of the ETA prior to the Closing and shall provide its registration number to the Purchaser on or prior to the Closing.

### 14. PURCHASER'S REPRESENTATIONS AND WARRANTIES

The Purchaser represents and warrants to the Vendor that, as at the date hereof and as of the Closing Date:

- (a) **Corporate Matters Regarding Purchaser:** the Purchaser is a corporation duly incorporated, organized and validly subsisting under the laws of Ontario or Canada and has all requisite corporate power, authority and capacity to execute and deliver and to perform each of its obligations pursuant to this Agreement; neither the execution of this Agreement nor the performance (such performance shall include, without limitation, the exercise of any of the Purchaser's rights and compliance with each of the Purchaser's obligations hereunder) by the Purchaser of the transaction contemplated hereunder will violate:
  - (i) the Purchaser's articles of incorporation and by-laws;
  - (ii) any agreement to which the Purchaser is bound or is a party;
  - (iii) any judgement or order of a court of competent authority or any Government Authority; or
  - (iv) any applicable law;

and the Purchaser has duly taken, or has caused to be taken, all requisite corporate action required to be taken by it to authorize the execution and delivery of this Agreement and the performance of each of its obligations hereunder;

- (b) this Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid, and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms;
- (c) there are no orders or proceedings pending before any Government Authority, or threatened to be brought by or before any Government Authority by or against the Purchaser, affecting the legality, validity or enforceability of this Agreement or the consummation of the transaction contemplated hereby by the Purchaser;
- (d) the Purchaser has made adequate arrangements to have sufficient funds available to satisfy its obligations to pay the cash portion of the Purchase Price to the Vendor on Closing;
- (e) the Purchaser will be responsible for and will remit to or reimburse, as applicable, all taxes, including (without limitation) land transfer tax, levies or the like that arise from the sale of the Purchased Assets unless otherwise specified in this Agreement;
- (f) *Investment Canada Act* (Canada): either (i) the Purchaser is not a "non-Canadian", as defined in the *Investment Canada Act* (Canada) ("**ICA**"); or (ii) if the Purchaser is a "non-Canadian", this transaction is not a reviewable transaction under the ICA, or, if applicable, the Purchaser is a non-Canadian for the purpose of the ICA and will within three (3) Business Days of the execution of this Agreement submit to Investment Canada a fully completed Application for Review with respect to the transaction contemplated in this Agreement and will use its best efforts to obtain Investment Canada Approval within ten (10) days thereafter;
- (g) the Purchaser acknowledges that it is responsible for conducting its own searches and investigations of the current and past uses of the Purchased Assets;
- (h) the Purchaser acknowledges the Vendor makes no representation or warranty of any kind that the present use or future intended use by the Purchaser of the Purchased Assets is or will be lawful or permitted;
- (i) the Purchaser is satisfied with the Purchased Assets and all matters and things connected therewith or in any way related thereto;
- (j) the Purchaser is relying entirely upon its own investigations and inspections in entering into this Agreement;
- (k) **Brokers:** The Purchaser has not engaged any broker or other agent in connection with the transaction provided for in this Agreement and, accordingly, there is no commission, fee or other remuneration payable to

any broker or agent who purports or may purport to have acted for the Purchaser;

- (l) **HST Registration:** The Purchaser shall be registered for the purposes of the ETA prior to the Closing and shall provide its registration number to the Vendor on or prior to the Closing.

The Purchaser shall promptly deliver to the Vendor written notice specifying the occurrence or likely occurrence of any event which may result in any of the Purchaser's representations and warranties contained in this Agreement not continuing to be true as at Closing.

## 15. SALE PROCESS AND CONDITIONS OF CLOSING

- (a) The Vendor shall obtain the Sales Process Order on or before the 8th day of April, 2026 or soon thereafter subject to court availability. The Sales Process Order shall recognize the Purchase Price as a baseline or "stalking horse bid" (the "**Stalking Horse Bid**"), and shall also provide for a marketing process of the Purchased Assets by the Vendor with the potential for competitive bidding, to be administered by the Vendor. The Purchaser acknowledges and agrees that the aforementioned process is in contemplation of determining whether a Superior Bid can be obtained for the Purchased Assets.
- (b) In the event that one or more persons submits a Superior Bid on or before the bid deadline as set out in the Sales Process Order, the Vendor shall notify each of the bidders who submitted a Superior Bid and the Stalking Horse Bidder that one or more Superior Bids were received and shall invite each of them to submit a final offer which shall meet all of the bid criteria set out hereof (each a "**Final Offer**" and, collectively, the "**Final Offers**") by 5:00 p.m. (Toronto time) on the 20<sup>th</sup> day of May, 2026 (the "**Final Offer Deadline**").
- (c) The Vendor, exercising its reasonable business judgement, will select the best of the Final Offers (the "**Winning Bid**"). Upon acceptance of the Winning Bid, there shall be a binding agreement of purchase and sale between the successful winning bidder (the "**Winning Bidder**") and the Vendor. The Vendor shall make a motion to the Court, within five (5) Business Days following the Final Offer Deadline or as soon as possible, to obtain an order to approve the agreement reached with the Winning Bidder and to vest the Purchased Assets in the Winning Bidder and proceed with closing the transaction forthwith.
- (d) Notwithstanding anything contained herein to the contrary, in the event that the Purchaser is not the Winning Bidder, then upon acceptance by the Vendor of the Winning Bid, the Winning Bidder shall forthwith pay the

Winning Bid Deposit to the Receiver and the Deposit (plus actual accrued interest on the Deposit) from the Purchaser shall immediately be released from trust and paid to the Purchaser. If no Superior Bid(s) is received by the Bid Deadline, the Vendor shall bring a motion to the Court to obtain the Approval and Vesting Order and shall proceed with completing the transaction contemplated hereby forthwith.

- (e) **Purchaser's Conditions:** The Purchaser shall not be obliged to complete the transaction contemplated hereunder unless, on or before the Closing Date, all of the terms, covenants and agreements set forth in this Agreement to be complied with or performed by the Vendor on or before the Closing Date shall have been complied with or performed by the Vendor.
- (f) **Vendor's Conditions:** The Vendor shall not be obliged to complete the transaction contemplated hereunder unless, on or before the Closing Date, the following conditions shall have been satisfied:
  - (i) all of the terms, covenants and agreements set forth in this Agreement to be complied with or performed by the Purchaser on or before the Closing Date shall have been complied with or performed by the Purchaser;
  - (ii) the making of the Approval and Vesting Order by the Court approving the sale by the Vendor to the Purchaser of the Purchased Assets in accordance with this Agreement and vesting the Receiver's and the Debtor's respective right, title and interest therein in the Purchased Assets, free and clear of any claims, save and except for the Permitted Encumbrances;
  - (iii) the Approval and Vesting Order shall not have been stayed, set aside or varied in any material respect;
  - (iv) no action or proceeding shall be pending or threatened by any person to restrain or prohibit the Closing, nor any order restraining or prohibiting Closing shall have been made by the Court; and
  - (v) the Vendor obtains a legal opinion from its independent counsel on or before March 10, 2026 that the security held by the Purchaser regarding the indebtedness of the Debtor is valid and enforceable subject to the usual assumptions and qualifications.
- (g) **Court Approval:** The Purchaser hereby further acknowledges and agrees that this Agreement and the contemplated sale of the Purchased Assets are subject to the condition (not capable of waiver) that prior to Closing the Vendor shall have obtained the Approval and Vesting Order from the Court. The Vendor shall diligently pursue such application or applications and shall promptly notify the Purchaser of the disposition thereof. The Purchaser, at its own expense, shall promptly provide to the Vendor all such information and assistance within the Purchaser's power as the Vendor may reasonably require obtaining the Approval and Vesting Order. If the Court shall not have granted the Approval and Vesting Order before Closing or any extension

thereof as may have been mutually agreed to between the parties hereto, this Agreement shall be automatically terminated and neither party shall have any further obligation to the other respecting this Agreement.

- (i) **Cash on Closing:** The Purchaser hereby further acknowledges and agrees that this Agreement and the contemplated sale of the Purchased Assets are subject to the condition that prior to or on Closing the Vendor shall have received sufficient monies from the Purchaser as part of the Purchase Price necessary to pay priority charges or Priority Payables necessary to convey clear title to the Purchased Assets. If there is not sufficient cash on hand to pay priority charges or Priority Payables, this Agreement shall be automatically terminated and neither party shall have any further obligation to the other respecting this Agreement.
- (ii) **Non-Fulfillment:** If any of the conditions contained in this Article 15 shall not have been fulfilled or performed on or before the date provided for satisfaction of such condition(s) and the party or Parties entitled to waive the same shall not have done so, this Agreement shall be deemed to be terminated without further act by the Vendor or the Purchaser and the further obligations of the Vendor and the Purchaser under this Agreement shall terminate, and the Deposit shall be returned to the Purchaser without deduction or interest and neither party shall have any further obligations or liabilities hereunder.

## 16. CONDITIONS OF CLOSING IN FAVOUR OF THE VENDOR

- (a) The Vendor's obligations contained in this Agreement shall be subject to the fulfilment at or prior to Closing, of each of the following conditions:
  - (i) **Representations and Warranties:** Each of the Purchaser's representations and warranties contained in this Agreement shall be true at and as of the date hereof and each of such representations and warranties shall continue to be true as at Closing;
  - (ii) **Covenants/Agreements:** The Purchaser shall have complied with each, and every covenant/agreement made by it herein and required to be completed at or prior to Closing;
  - (iii) **No Legal Action:** no action or proceeding shall be pending or threatened by any person to enjoin, restrict, or prohibit the completion of the transaction contemplated by this Agreement or the right of the Purchaser to own the Purchased Assets after the time of Closing and no Order restraining or prohibiting Closing shall have been made by the Court;

- (iv) **Approval and Vesting Order:** The Vendor shall have obtained the Approval and Vesting Order;
- (v) **No Stay or Appeal:** The Approval and Vesting Order shall not have been stayed, varied, or vacated and shall be in full force and effect and no appeal of the Approval and Vesting Order shall have been commenced and be outstanding; and
- (vi) **Corporate Steps and Proceedings:** all necessary corporate steps and proceedings shall have been taken by the Purchaser to permit the Purchaser's execution of this Agreement and performance of each of the Purchaser's obligations hereunder.

For greater certainty, each of the conditions contained in this Section 17(a) have been inserted for the benefit of the Vendor.

- (b) The Vendor covenants to use reasonable commercial efforts to fulfil or cause to be fulfilled the condition contained in Section 15(g) and the Purchaser covenants to use its reasonable commercial efforts to fulfil or cause to be fulfilled the conditions contained in Section 16 hereof prior to Closing which are under the Purchaser's control.
- (c) In the event that any of the foregoing conditions shall not be fulfilled, in whole or in part, at or prior to Closing, the Vendor may, in its absolute and unfettered discretion, terminate this Agreement by written notice to the Purchaser without penalty or liability whatsoever to the Vendor, subject to the provisions of Section 7(a) hereof with respect to the Deposit, and otherwise without cost or other compensation and each of the Vendor and the Purchaser shall be released from its obligations and liabilities hereunder.

## 17. CONDITIONS OF CLOSING IN FAVOUR OF THE PURCHASER

- (a) The Purchaser's obligations contained in this Agreement shall be subject to the fulfilment, at or prior to Closing, of each of the following conditions:
  - (i) **Representations and Warranties:** each of the Vendor's representations and warranties contained in this Agreement shall be true at and as of the date hereof and each of such representations and warranties shall continue to be true as at Closing;
  - (ii) **Covenants/Agreements:** The Vendor shall have complied with each, and every covenant/agreement made by it herein and required to be completed at or prior to Closing;
  - (iii) **No Legal Action:** no action or proceeding shall be pending or threatened by any person to enjoin, restrict, or prohibit the

completion of the transaction contemplated by this Agreement or the right of the Purchaser to own the Purchased Assets after the time of Closing and no Order restraining or prohibiting Closing shall have been made by the Court;

- (iv) **Approval and Vesting Order:** The Vendor shall have obtained the Approval and Vesting Order; and
- (v) **No Stay or Appeal:** The Approval and Vesting Order shall not have been stayed, varied, or vacated and shall be in full force and effect and no appeal of the Approval and Vesting Order shall have been commenced and be outstanding.

For greater certainty, each of the conditions contained in this Section 16(a) have been inserted for the benefit of the Purchaser.

- (b) The Vendor covenants to use reasonable commercial efforts to fulfil or cause to be fulfilled all the conditions contained in section 17 which are under the Vendor's control.
- (c) In the event that any of the foregoing conditions shall not be fulfilled at or prior to Closing, the Purchaser may, in its absolute and unfettered discretion, terminate this Agreement by written notice to the Vendor without any penalty or liability whatsoever to the Purchaser, subject to the provisions of Section 7(a) hereof with respect to the Deposit, and otherwise without cost or other compensation and each of the Vendor and the Purchaser shall be released from all other obligations hereunder.

## 18. VENDOR'S CLOSING DELIVERIES

The Vendor covenants to execute, where applicable, and deliver the following to the Purchaser at Closing or on such other date expressly provided herein:

- (a) **Approval and Vesting Order:** A copy of the issued and entered Approval and Vesting Order;
- (b) **Statement of Adjustments:** a statement of adjustments prepared in accordance with Section 8 hereof, to be delivered not less than two (2) Business Days prior to Closing;
- (c) **Vendor's Certificate:** The Vendor's Certificate setting out that each of the Vendor's representations and warranties contained in this Agreement are true as of Closing and that each of the conditions in section 17 have been fulfilled, performed, or waived as of the Time of Closing;
- (d) **Direction Regarding Funds:** a direction from the Vendor designating the party or parties to which the balance of the Purchase Price described in

Subsection 7(b) hereof shall be paid or satisfied; in the event that the Vendor designates more than one party then it shall also designate amounts payable by or to each of the parties;

- (e) **Keys, etc.:** all keys, security cards and access codes for the Buildings in the Vendor's possession;
- (f) **ETA Election:** the ETA Election, if applicable;
- (g) **Receiver's Certificate:** the Receiver's Certificate as provided for in the Approval and Vesting Order;
- (h) **Certificate Re: Appeals:** a certificate of the Vendor certifying that except as disclosed in the Certificate, the Vendor has not been served with any notice of appeal with respect to the Receivership Order or the Approval and Vesting Order, or any notice of any application, motion or proceeding seeking to set aside or vary the Receivership Order or Approval and Vesting Order or to enjoin, restrict or prohibit the transaction provided for in this Agreement.
- (i) **Non-Residence Certificate:** The Vendor's certificate setting out that the Vendor is not a "non-resident" of Canada within the meaning and purpose of Section 116 of the *Income Tax Act* (Canada) and is not the agent nor trustee of a "non-resident";
- (j) **Receipt:** a receipt from the Vendor for the Purchase Price; and
- (k) **Further Documentation:** such further documentation relating to the completion of this Agreement as may be reasonably required by the Purchaser or the Purchaser's Solicitor, provided that such further documentation is in a form satisfactory to the Vendor, taking into consideration the fact that the Vendor is selling the Purchased Assets as Receiver.

## 19. PURCHASER'S CLOSING DELIVERIES

The Purchaser covenants to execute, where applicable, and deliver the following to the Vendor at or prior to Closing:

- (a) **Undertaking To Re-Adjust:** the Purchaser's undertaking to re-adjust any item on or omitted from the statement of adjustments, subject to the limitation contained in Subsection 8(a) hereof;
- (b) **Purchaser's Certificate:** The Purchaser's certificate setting out that each of the Purchaser's representations and warranties contained in this Agreement are true as at Closing and that each of the conditions in section 16 have been fulfilled, performed, or waived as of the Time of Closing;

- (c) **Directors' Resolution:** a certified copy of a resolution of the board of directors of the Purchaser authorizing the execution of this Agreement and performance of each of the Purchaser's obligations hereunder;
- (d) **Property Tax Reduction:** such directions, acknowledgments and other documents as may be necessary or desirable to ensure that the benefit of any reduction in the property taxes payable with respect to the Lands for the period prior to the Closing Date is received by the Vendor;
- (e) **Taxes:** payment or evidence of payment of applicable federal and provincial taxes or alternatively, the ETA Election, if applicable, or appropriate self-assessment or exemption documentation;
- (f) **HST Indemnity:** the indemnity provided for under Subsection 21(d) hereof;
- (g) **Certificate of Incumbency:** a certificate of incumbency setting out the names and specimen signatures of each of the directors and officers of the Purchaser;
- (h) **Environmental Indemnity:** an environmental indemnity indemnifying and holding the Vendor harmless from any and all damages, claims, actions, losses, costs, liabilities or expenses (collectively "**Damages**") suffered or incurred by the Vendor, directly or indirectly, as a result of or in connection with any of the following, and without restricting the generality of the foregoing, which include Damages incurred in addressing an administrative order by a Government Authority or in addressing a notice, investigation or other process which could reasonably be anticipated to result in such an order:
  - (i) the presence or release of any Hazardous Materials in, on or under the Lands or the threat of a release;
  - (ii) the presence of any Hazardous Materials in, on or under properties adjoining or proximate to the Lands;
  - (iii) any other environmental matters relating to the Lands;
  - (iv) the breach by the Purchaser or those for whom it is responsible at law of any Environmental Law applicable to the Lands; or,
  - (v) the release or threatened release of any Hazardous Materials owned, managed, generated, disposed of, controlled, or transported by or on behalf of the Purchaser.
- (i) **Balance Due at Closing:** the balance of the Purchase Price described in Subsection 7(b) hereof; and

- (j) **Further Documentation:** any other documentation relative to the completion of this Agreement as may reasonably be required by the Vendor or the Vendor's Solicitors.

## 20. PLANNING ACT (ONTARIO)

This Agreement shall be effective to create an interest in the Buildings or Lands for the Purchaser only if Part VI of the *Planning Act* (Ontario) is complied with prior to Closing or if a Court orders the completion of the Transaction notwithstanding what would otherwise be non-compliance with Part VI of the *Planning Act* (Ontario).

## 21. HARMONIZED GOODS AND SERVICES TAX

- (a) **Application of HST to this Agreement:** Harmonized sales tax ("HST") shall be in addition to and not included in the Purchase Price, shall be payable by the Purchaser and shall be collected and remitted in accordance with the ETA.
- (b) **HST Registration:** The Purchaser shall be registered for the purposes of the ETA before Closing, and shall provide the Vendor with its HST number on or before Closing.
- (c) **Self-Assessment:** Purchaser shall have the option of furnishing the Vendor with appropriate exemption certificates, ETA Election and/or self-assessment indemnification documentation in form satisfactory to the Vendor.
- (d) **HST Indemnity:** The Purchaser shall indemnify and save harmless the Vendor from all claims, liabilities, penalties, interest, costs, and legal and other expenses incurred, directly or indirectly, in connection with the assessment of HST payable in respect of the transaction contemplated hereunder.

## 22. POSSESSION

The Vendor shall remain in possession of the Purchased Assets until the time of Closing. Upon the completion of the transaction, the Vendor shall yield up possession of the Purchased Assets to the Purchaser and the Purchaser shall take possession of the Purchased Assets where situate. Title to the Purchased Assets shall not pass to the Purchaser until the completion of the transaction provided for herein and the Receiver's Certificate has been delivered to the Purchaser. The Vendor shall be entitled, but shall not be obligated, to remove from the Buildings any chattels, books, records, documents, or other personal property situate in the Buildings which does not form part of the Purchased Assets.

## 23. NOTICE

Any notice given hereunder shall be in writing and delivered or communicated by facsimile or electronic transmission to:

in the case of the Purchaser to:

(a) In the case of the Purchaser:

1000688136 Ontario Inc. and J.I.S. Contract Furniture Inc., In Trust for a company to be incorporated

1000688136 Ontario Inc., 303 Jane Street, Toronto, Ontario M6S 3Z3

Attention: Ricardo Sousa Email: [Rick@avenidacarpentry.ca](mailto:Rick@avenidacarpentry.ca)

J.I.S. Contract Furniture Inc., 2126 Grange Drive, Mississauga, Ontario L5B 1P5

Attention: Jay Khanna

Tel.: 416-828-0756

Email: [jay.khanna@st-damase.com](mailto:jay.khanna@st-damase.com)

and with a copy to the Purchaser's Solicitor:

Fogler, Rubinoff LLP, Scotia Plaza, 40 King Street West, Suite 2400, Toronto, Ontario M5H 3Y2

Attention: Charles W. Skipper

Tel.: 416.941.8821

Fax: 416.941.8852

Email: [cskipper@foglers.com](mailto:cskipper@foglers.com)

and in the case of the Vendor to:

msi Spergel Inc., in its Capacity as Court-Appointed Receiver of 20 Caldari Development Inc. 200 Yorkland Blvd, Suite 1100 Toronto, Ontario M2J 5C1

Attention: Mukul Manchanda

Email: [mmanchanda@spergel.ca](mailto:mmanchanda@spergel.ca)

Tel. & Telecopier: 647 288 7636

with a copy to the Vendor's Solicitors at:

Fogler, Rubinoff LLP, Scotia Plaza, 40 King Street West, Suite 2400,  
Toronto, Ontario M5H 3Y2

Attention: Charles W. Skipper  
Tel.: 416.941.8821  
Fax: 416.941.8852  
Email: [cskipper@foglerr.com](mailto:cskipper@foglerr.com)

Such notice shall be deemed to have been delivered upon delivery or communicated upon transmission unless such notice is delivered or transmitted outside of usual business hours, in which event the notice shall be deemed to have been delivered or transmitted on the next Business Day. A party may change its address and/or telecopier machine number by providing notice in accordance with this Section 23.

#### **24. WAIVER OF CONDITIONS**

Except as otherwise provided in this Agreement, all conditions contained herein have been inserted for the benefit of either the Vendor or the Purchaser, as indicated, and are conditions of the obligations of such party to complete the transaction contemplated hereunder at Closing and are not conditions precedent of this Agreement. Any one or more of the said conditions may be waived, in writing, in whole or in part, by the benefiting party without prejudice to the benefiting party's right of termination in the event of the non-fulfilment of any other condition, and, if so waived, this Agreement shall be read exclusive of the said condition or conditions so waived. For greater certainty, the closing of the transaction contemplated hereunder by a party hereof shall be deemed to be a waiver by such party of compliance with any condition inserted for its benefit and not satisfied at Closing.

#### **25. SEVERABILITY**

If any provision contained in this Agreement or the application thereof to any person/entity or circumstance is, to any extent, invalid or unenforceable, the remainder of this Agreement and the application of such provision to persons/entities or circumstances other than those to whom/which it is held invalid or unenforceable, shall not be affected thereby and each provision contained in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

#### **26. DIVISION/HEADINGS**

The division of this Agreement into Sections, Subsections, Paragraphs and Subparagraphs and the insertion of headings or captions are for convenience of reference only and shall not affect the construction or interpretation of this Agreement or any part hereof.

## **27. ENTIRE AGREEMENT**

This Agreement and the schedules attached hereto constitute the entire agreement between the Vendor and the Purchaser in respect of the Purchased Assets. Each of the Parties acknowledges that, except as contained in this Agreement, there is no representation, warranty, collateral agreement, or condition (whether a direct or collateral condition or an express or implied condition) which induced it to enter into this Agreement.

## **28. CUMULATIVE REMEDIES**

No remedy conferred upon or reserved to one or both of the parties hereto is intended to be exclusive of any other remedy, but each remedy shall be cumulative and in addition to every other remedy conferred upon or reserved hereunder, whether such remedy shall be existing or hereafter existing, and whether such remedy shall become available under common law, equity, or statute.

## **29. INTERPRETATION**

This Agreement shall be read with all changes of gender and number as required by the context.

## **30. REFERENCES TO STATUTES**

Except as otherwise provided in this Agreement, references to any statute herein shall be deemed to be a reference to such statute and all regulations from time to time promulgated thereunder and to such statute and regulations as amended or re-enacted from time to time. Any reference herein to a specific section or sections, paragraph, or paragraphs and/or clause or clauses of any statute or regulations promulgated thereunder shall be deemed to include a reference to any corresponding provision of future law.

## **31. TIME OF ESSENCE**

Time shall in all respects be of the essence hereof provided that the time for the doing or completing of any matter referred to herein may be extended or abridged by an agreement, in writing, executed by the Vendor and the Purchaser or their respective solicitors who are hereby expressly appointed for that purpose.

## **32. CANADIAN FUNDS**

All references to dollar amounts contained in this Agreement shall be deemed to refer to Canadian funds.

## **33. TENDER**

Any tender of notices, documents and/or monies hereunder may be made upon the Vendor or the Purchaser or their respective solicitors. Monies may be tendered by a

negotiable cheque certified by a Canadian chartered bank or by an official bank draft drawn upon one of Canada's five largest chartered banks.

#### **34. FURTHER ASSURANCES**

Except as otherwise expressed herein to the contrary, each party shall, without receiving additional consideration, therefore, co-operate with and take such additional actions as may be requested by the other party, acting reasonably, in order to carry out the purpose and intent of this Agreement. Provided that upon the discharge of the Vendor as Receiver, the Vendor's obligation under this paragraph shall be at an end and the Vendor shall have no continuing obligation under this paragraph.

#### **35. CONFIDENTIALITY**

The Purchaser and its agents, advisors and authorized representatives shall maintain in strict confidence, until closing, all information and materials delivered or made available pursuant to this Agreement, except as may reasonably be disclosed by the Purchaser:

- (a) to facilitate the procurement of financing for the Purchased Assets;
- (b) to enforce any of its rights/remedies hereunder;
- (c) to enforce any of its other rights/remedies, if any, pursuant to common law, equity, or statute; or
- (d) to comply with laws requiring disclosure.

If the transaction contemplated in this Agreement is, for any reason whatsoever, not completed, then the Purchaser shall, upon request from the Vendor, promptly return to the Vendor all materials delivered hereunder and deliver to the Vendor all copies of materials made available hereunder.

#### **36. NON-BUSINESS DAYS**

In the event that any date specified, or any date contemplated in this Agreement shall fall upon a day other than a Business Day, then such date shall be deemed to be the next following Business Day.

#### **37. DOCUMENTATION PREPARATION AND REGISTRATION**

The Purchaser shall prepare or cause to be prepared the land transfer tax affidavit to be attached to the Application for Vesting Order. Each of the Parties shall deliver draft documentation to the other not less than five (5) Business Days prior to Closing. Except as otherwise expressly provided in this Agreement, all such documentation shall be in form and have substance satisfactory to the Vendor and the Purchaser, acting reasonably. The Purchaser shall be responsible for and pay all registration costs incurred in connection with the transaction contemplated in this Agreement. Except as otherwise

expressly provided in this Agreement, each of the Vendor and the Purchaser shall be responsible for and pay all legal and other professional/consultant fees and disbursements incurred by it, directly or indirectly, in connection with this Agreement.

### **38. LAND TRANSFER TAXES AND SALES TAXES**

The Purchaser shall pay on or prior to Closing all applicable federal and provincial taxes exigible in connection with the transaction hereunder including, without limitation, HST and land transfer taxes (as required pursuant to the *Land Transfer Tax Act* (Ontario)).

### **39. GOVERNING LAWS**

This Agreement has been executed in the Province of Ontario and, for all purposes, shall be construed in accordance with and governed by the laws in effect within the Province of Ontario and each of the Parties irrevocably attorns to the Courts of the Province of Ontario.

### **40. ASSIGNMENT AND ENUREMENT**

Except as provided in this Section 40, the Purchaser shall not, without the prior consent of the Vendor, assign all or any portion of its rights and/or obligations under this Agreement or direct that title be vested on Closing in any Person other than the Purchaser. Prior to Closing, the Purchaser shall be entitled on five (5) Business Days prior written notice to the Vendor to assign all or any portion of its interest to the Permitted Assignee.

### **41. NON-REGISTRATION OF AGREEMENT**

The Purchaser acknowledges that this Agreement is personal to the Purchaser and that this Agreement, or any monies paid hereunder do not create an interest in the Lands and the Purchaser further acknowledges that upon any breach of this Agreement by the Vendor, the Purchaser has an adequate remedy in damages. The Purchaser agrees that it will not register or cause or permit to be registered this Agreement and that no reference to or notice of it or any caution, certificate of pending litigation or other similar court process in respect thereof shall be registered on title to the Lands, and the Purchaser shall be deemed to be in default under this Agreement if it makes any registration or causes or permits any registration to be made on title to the Lands prior to the Date of Closing.

### **42. VENDOR'S CAPACITY**

It is acknowledged by the Purchaser that the Vendor is entering into this Agreement solely in its capacity as Court-appointed receiver of the Purchased Assets pursuant to the Receivership Order and that the Vendor shall have no personal or corporate liability under or because of this Agreement. Any claim against the Vendor shall be limited to and only enforceable against the property and assets then held by or available to it in its capacity as Receiver of the Debtor and the Purchased Assets and shall not apply to its personal

property and other assets held by it in any other capacity. The term "Vendor" as used in this Agreement shall have no inference or reference to the present registered owner of the Purchased Assets.

#### **43. FURTHER ASSURANCES**

Each of the Parties shall promptly do, make, execute, deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other parties hereto may reasonably require from time to time after Closing at the expense of the requesting party for the purpose of giving effect to this Agreement and shall use reasonable efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Agreement. Provided that upon the discharge of the Vendor as Receiver, the Vendor's obligations under this paragraph shall be at an end and neither the Vendor nor msi Spergel Inc. shall have any continuing obligation under this paragraph.

#### **44. WAIVER, AMENDMENT**

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

#### **45. SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

#### **46. COUNTERPARTS**

This Agreement may be executed in any number of original counterparts, with the same effect as if all the parties had signed the same document and will become effective when one or more counterparts have been signed by all the parties and delivered to each of the other parties. All counterparts will be construed together and evidence only one agreement, which, notwithstanding the dates of execution of any counterparts, will be deemed to be dated the reference date set out above and accepted on the date of the last signature, and only one of which need be produced for any purpose.

#### **47. TIME FOR ACCEPTANCE**

The offer to purchase comprising this Agreement shall be irrevocable by the Purchaser and open for acceptance by the Vendor until 5:00 o'clock p.m. on the 4<sup>th</sup> day of March, 2026, after which time, if not accepted and notice of such acceptance communicated to the Purchaser, then the said offer to purchase shall be null and void and of no further force and effect. This Agreement may be accepted by giving a copy thereof to the Purchaser with the Vendor's acceptance endorsed thereon personally or by facsimile or

- 29 -

other electronic transmission. If accepted prior to the expiration hereof, this Agreement shall constitute a binding contract between the parties to purchase and sell the Purchased Assets on the terms and conditions set forth herein and is not subject to any conditions precedent.

**DATED** as of the date first mentioned above.

**PURCHASER (IN TRUST FOR A COMPANY  
TO BE INCORPORATED)**

**1000688136 ONTARIO INC.**

Per: 

Name: Ricardo Sousa

Title: President

*I have authority to bind the Corporation*

**J.I.S. CONTRACT FURNITURE INC.**

Per: 

Name: Jay Khanna

Title: Officer

*I have authority to bind the Corporation*

The Vendor hereby accepts the foregoing offer to purchase and its terms and agrees with the Purchaser to duly complete the transaction contemplated thereunder.

DATED at Toronto, Ontario this 4<sup>th</sup> day of March, 2026.

msi Spergel Inc., in its capacity as Court-Appointed Receiver of the assets, undertakings and properties of **20 Caldari Development Inc.** and not in its personal or corporate capacity and without personal or corporate liability

Per: Mukul

Name: Mukul Manchanda, CPA, CIRP

Title: LIT Managing Partner

*I have authority to bind the Corporation*

**Schedule "A"**  
**LEGAL DESCRIPTION**

1. PCL 1-1 SEC 65M2681; LT 1 PL 65M2681; S/T LT552714, LT586315; S/T LT546620, LT546628 VAUGHAN (03276-0125 LT)

**Schedule "B"**  
**PERMITTED ENCUMBRANCES**

1. Any undetermined or inchoate liens and charges incidental to the Purchased Assets.
2. The reservations, limitations, provisos, conditions, restrictions and exceptions expressed in the letters patent or grant from the Crown and all statutory exceptions to title;
3. The provisions of governing municipal by-laws;
4. Municipal taxes, and other charges only if capable of becoming a lien of the Lands;
5. Any defects or minor encroachments which might be revealed by an up to date survey of the Lands;
6. Any right of expropriation conferred upon, reserved to or vesting in His Majesty the King in Right of Canada and Ontario;
7. Any registered restrictions or covenants that run with the Lands provided that same have been complied with in all material respects;
8. Any easements, rights of way or right of re-entry in favour of a developer, not materially or adversely impairing the present use of the Lands;
9. Any agreements with municipal, utilities or public authorities provided that same have been complied with in all material respects.

**Schedule "C"**  
**DRAFT APPROVAL AND VESTING ORDER**



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

2. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

3. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "Receiver's Certificate"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims"<sup>1</sup>) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice [NAME] dated [DATE]; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

---

<sup>1</sup> The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served. It is the Subcommittee's view that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.

4. THIS COURT ORDERS that upon the registration in the Land Registry Office for the [Registry Division of {LOCATION} of a Transfer/Deed of Land in the form prescribed by the *Land Registration Reform Act* duly executed by the Receiver][Land Titles Division of {LOCATION} of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*]<sup>2</sup>, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the “Real Property”) in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

5. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds<sup>3</sup> from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale<sup>4</sup>, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

6. THIS COURT ORDERS AND DIRECTS the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

7. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees, including personal information of those employees listed on Schedule "●" to the Sale Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal

---

<sup>2</sup> Elect the language appropriate to the land registry system (Registry vs. Land Titles).

<sup>3</sup> The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".

<sup>4</sup> This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.

information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.

8. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

9. THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

10. 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.



**Schedule A – Form of Receiver’s Certificate**

Court File No.

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**B E T W E E N:**

**PLAINTIFF**

Plaintiff

- and -

**DEFENDANT**

Defendant

**RECEIVER’S CERTIFICATE**

**RECITALS**

A. Pursuant to an Order of the Honourable [DATE OF JUDGE] of the Ontario Superior Court of Justice (the "Court") dated [DATE OF ORDER], [NAME OF RECEIVER] was appointed as the receiver (the "Receiver") of the undertaking, property and assets of [DEBTOR] (the "Debtor").

B. Pursuant to an Order of the Court dated [DATE], the Court approved the agreement of purchase and sale made as of [DATE OF AGREEMENT] (the "Sale Agreement") between the Receiver [Debtor] and [NAME OF PURCHASER] (the "Purchaser") and provided for the vesting in the Purchaser of the Debtor’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section • of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section ● of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at [TIME] on \_\_\_\_\_ [DATE].

**[NAME OF RECEIVER], in its capacity as Receiver of the undertaking, property and assets of [DEBTOR], and not in its personal capacity**

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

Name:

Title:

## **Schedule B – Purchased Assets**

**Schedule C – Claims to be deleted and expunged from title to Real Property**

**Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants  
related to the Real Property  
(unaffected by the Vesting Order)**