

<p><b>14.390 Buena Vista Road Rockcliffe Park</b></p> <p>Marilyn ALSO represented the Seller in this transaction</p> <p><b>SOLD FULL PRICE</b></p>	Individual	<p>15 Days</p> <p>Sold: Oct. 17, 2018</p>	<b>\$5,600,000</b>
<p><b>15.1198 Lisgar Road Rockcliffe Park</b></p> <p>Our brokerage represented the Buyer in this transaction</p>	Individual	<p>769 Days</p> <p>Sold: July 23, 2018</p>	<b>\$2,025,000</b>
<p><b>16.1198 Lisgar Road Rockcliffe Park</b></p> <p>Marilyn represented the Seller in this transaction</p>	Individual	<p>769 Days</p> <p>Sold: July 23, 2018</p>	<b>\$2,025,000</b>
<p><b>17.305 Thorold Road Rockcliffe Park</b></p> <p>Marilyn represented the Seller in this transaction</p>	Individual	<p>306 Days</p> <p>Sold: July 25, 2018</p>	<b>\$1,900,000</b>
<p><b>18.3590 Rivergate Way #1902 Condo</b></p> <p>Marilyn represented the Seller in this transaction</p> <p><b>SOLD ABOVE ASKING PRICE</b></p>	Individual	<p>581 Days</p> <p>Sold: June 5, 2018</p>	<b>\$2,050,000</b>
<p><b>19.297 Clemow Avenue Glebe</b></p> <p>Marilyn represented the Seller in this transaction</p>	Individual	<p>331 Days</p> <p>Sold: May 10, 2018</p>	<b>\$1,685,000</b>
<p><b>20.193 Lansdowne Road S Rockcliffe Park</b></p> <p>Marilyn represented the Buyer in this transaction</p>	Individual	<p>1 Day</p> <p>Sold: April 5, 2018</p>	<b>\$2,250,000</b>
<p><b>21.193 Lansdowne Road S Rockcliffe Park</b></p> <p>Marilyn ALSO represented the Seller in this transaction</p>	Individual	<p>1 Day</p> <p>Sold: April 5, 2018</p>	<b>\$2,250,000</b>

<b>30.725 Manor Avenue Rockcliffe Park</b>  Marilyn represented the Buyer in this transaction	Individual	738 Days  Sold: June 2, 2017	<b>\$3,000,000</b>
<b>31.725 Manor Avenue Rockcliffe Park</b>  Marilyn ALSO represented the Seller in this transaction	Individual	738 Days  Sold: June 2, 2017	<b>\$3,000,000</b>
<b>32.85 Pond Street Rockcliffe Park</b>  Marilyn represented the Buyer in this transaction	Individual	63 Days  Sold: May 26, 2017	<b>\$2,300,000</b>
<b>33.85 Pond Street Rockcliffe Park</b>  Marilyn ALSO represented the Seller in this transaction	Individual	63 Days  Sold: May 26, 2017	<b>\$2,300,000</b>
<b>34.1075 Bravar Drive Manotick</b>  Marilyn represented the Seller in this transaction	Individual	380 Days  Sold: July 31, 2017	<b>\$2,300,000</b>
<b>35.214 Roger Road Alta Vista</b>  Marilyn represented the Seller in this transaction	Individual	323 Days  Sold: June 16, 2017	<b>\$2,140,000</b>
<b>36.75 Pond Street Rockcliffe Park</b>  Marilyn represented the Seller in this transaction	Individual	363 Days  Sold: July 5, 2017	<b>\$2,270,000</b>
<b>37.60 Geneva Street Westboro</b>  Marilyn represented the Seller in this transaction	Individual	392 Days  Sold: Sept. 28, 2017	<b>\$2,350,000</b>
<b>38.477 Manor Avenue Rockcliffe Park</b>	Individual	607 Days  Sold: Feb. 15, 2017	<b>\$1,867,500</b>

<b>Tenderer's name</b>	Marilyn Wilson Dream Properties Inc. / Christie's International Real Estate
<b>Domicile according to registration:</b>	Province of Ontario
<b>Bulstat number /UIC/, etc.</b>	N/A
<b>Address for correspondence:</b>	266 Beechwood Avenue Ottawa, Ontario K1L 8A6
<b>Phone Number:</b>	613-842-5000
<b>Fax number:</b>	613-842-5007
<b>Contact person:</b>	Marilyn Wilson
<b>e mail:</b>	marilyn@dreamproperties.com

*TO THE EMBASSY OF THE REPUBLIC OF BULGARIA  
IN THE CITY OF OTTAWA, CANADA*

**Technical proposal for the execution of the public procurement contract**

I, the undersigned/ Marilyn Wilson, in my capacity as Owner and Sales Representative at Marilyn Wilson Dream Properties Inc. / Christie's International Real Estate, having its seat and registered office at: 266 Beechwood Avenue, Ottawa, Ontario, K1L 8A6 in Canada, a tenderer in a public procurement contract awarded in pursuance of Chapter Twenty-Sixth of PPA, with **subject: "Selection of a real estate brokerage firm for the sale of a real property (residence), located in the city of Ottawa, Canada, on behalf of DM-Ottawa"**.

**DEAR LADIES AND GENTLEMEN,**

Having acquainted with the documentation of the contract notice for award of public procurement with subject: **"Selection of realtor estate brokerage firm for the sale of a real property (residence), located in the city of Ottawa, Canada, on behalf of DM-Ottawa"**, we undertake to execute the subject of the contract in accordance with the requirements and conditions of the procurement notice of the Contracting Authority, incl. the appendices thereto, with the applicable legal requirements and we bring to your attention this proposal for execution of the public procurement contract as follows:

1. We undertake to execute the subject of the contract in accordance with the requirements, described in detail in the documentation for award of the public procurement, in conformity with all normative requirements, related to the performance of the public procurement.
2. We propose to perform the procurement within a term not exceeding 12 months, as from the date of signing of the contract.
3. We declare that we are familiar with the draft contract and we agree with its clauses.
4. We agree the validity of our proposal to be 90 days from the deadline for the tender submission and it shall remain binding on us and may be accepted at any time before the expiry of that term.
5. We hereby declare that the obligations relating to tax and social security, environmental protection, employment protection and working conditions have been complied with when preparing the tender;
6. We declare our agreement that all costs that we will incur with the view of marketing, presentation and advertisement of the real property will be at our expense.

7. As integral part of this technical proposal we attach:

- approach and methods in advertising and offering the real property (in plain language);
- market analysis of the area, where the real property to be sold is situated (in plain language).

Appendices:

a) Authorisation document where the person submitting the tender is not the legal representative of the tenderer, if applicable;

b) Any other information at the tenderer's discretion (*where applicable*).

Signature and stamp:

Date:

Name and surname:

Position:

Заличено на основание чл. 36а,  
ал. 3 от Закона за обществените  
поръчки, във връзка с  
чл. 1 от Регламент (ЕС) 2016/679

*M*  
December 5, 2019  
Marilyn Wilson  
Owner and Sales Representative

**PRICE PROPOSAL**

for participation in a procedure for award of public procurement pursuant to Chapter XXVI of PPA with subject-matter: **"Selection of a real estate brokerage firm for the sale of a real property (residence), located in the city of Ottawa, Canada, on behalf of DM-Ottawa"**.

<b>Tenderer's name</b>	Marilyn Wilson Dream Properties Inc. / Christie's International Real Estate
<b>Domicile according to registration:</b>	Province of Ontario, Canada
<b>BIC; IBAN:</b>	N/A
<b>Bulstat number /UIC/:</b>	N/A
<b>Address for correspondence:</b>	266 Beechwood Avenue Ottawa, Ontario K1L 8A6
<b>Phone Number:</b>	613-842-5000
<b>Fax number:</b>	613-842-5007
<b>Representative:</b>	Marilyn Wilson (cc Reba Wilson)
<b>e-mail:</b>	<a href="mailto:Marilyn@dreamproperties.com">Marilyn@dreamproperties.com</a> (cc <a href="mailto:reba@dreamproperties.com">reba@dreamproperties.com</a> )

*TO the Embassy of the Republic of Bulgaria in Ottawa, Canada*

**DEAR LADIES AND GENTLEMEN,**

1. We hereby state that we shall execute the subject of the public procurement in accordance with the conditions of the contract notice for the public procurement, the appendices and standard forms thereto.

2. We are proposing a minimum sale price of the property in the amount of \$1,684,000 (not less than the current valuation for tax purposes of the property of 1,684,000 Canadian Dollars).

3. We are proposing a commission rate of 2.9% (not to exceed 4.5%) of the sale price of the real property, obtained as a result of performance of the contract for award of this public procurement, set in Canadian Dollars and excluding any taxes and charges), which represents the total final price for providing the service and includes all costs of performance of the contract, as follows:

- Advertising in print and online campaigns and any associated costs (ex. photography)

A breakdown of the costs must be shown in the fields indicated above.

4. We declare that the commission rate proposed by us is binding, is not higher than the customary commission rate, which we are offering to our clients for providing similar services and shall be fixed for the entire contract term.

5. We declare that we agree with the conditions required by the contracting authority and with the manner of payment indicated in the Draft Contract and we accept that payment would be made only after successful closure of the transaction in regard to the real property and receipt of the full amount of the sale proceeds by the Contracting Authority.

We agree to be solely liable for possible errors or omissions in the calculations of the price proposed by us.

**Notes:**

1. In case of establishment of inaccuracy/non-conformity/omission/arithmetical error in the calculations, the tender shall not be admitted to evaluation.
2. The commission rate as a percentage value and the values of costs, indicated by the tenderer, must be rounded to the second numeral after the decimal point.
3. The costs, included into the price (commission), must be shown in a comprehensible, clear and unequivocal manner, in compliance with the terms of the procurement and of Bulgarian and local legislation.
4. The tenders of participants, whose price proposals do not conform to the above notes from 1 to 3 (inclusive), shall not be admitted to evaluation.
5. We agree to be solely liable for possible errors or omissions in the calculations of the unit prices proposed by us.

**Legally binding signature:**

Date

December 5, 2019

Name and surname

Marilyn Wilson

Signature of the authorised representative

Position

Tenderer's name:

M Заличено на основание чл. 36а,  
ал. 3 от Закона за обществените  
Owner and Sales Representative  
Marilyn Wilson Dream Properties Inc. /  
Christie's International Real Estate



**DECLARATION  
of agreement to participate as subcontractor**

**FORM NOT APPLICABLE N/A**

The undersigned ....., PIN  
....., in my capacity as .....(insert the position) of  
.....(specify the company, which you represent)  
concerning public procurement awarded in pursuance of Chapter Twenty-Sixth of PPA  
with subject-matter: "Selection of a real estate brokerage firm for the sale of a real  
property (residence), located in the city of Ottawa, Canada, on behalf of DM-  
Ottawa".

**HEREBY DECLARE THAT:**

1. We, ....., agree to participate as  
(indicate the person you are representing)  
subcontractor of ..... in the execution of  
(indicate the tenderer, whose subcontractor you are)  
the public procurement contract specified above.
2. We are aware that by stating our willingness to act as subcontractor, we  
forfeit the right to take part as an autonomous participant in the above procedure.
3. We declare that we meet the relevant selection criteria according to the type  
and proportion of the contract, which we will perform.

I am aware of my liability under Article 313 of the Criminal Code for providing  
untrue data.

.....2019  
(date of signing)

**Declarant**

Заличено на основание чл. 36а,  
ал. 3 от Закона за обществените  
поръчки, във връзка с  
чл. 4, т. 1 от Регламент (ЕС) 2016/679

.....  
(signature and stamp)



## DECLARATION

Under Article 66, paragraph 1 of the Public Procurement Act

The undersigned, Marilyn Wilson, in my capacity as Owner and Sales Representative of Marilyn Wilson Dream Properties Inc. / Christie's International Real Estate – a tenderer in public procurement **awarded in pursuance of Chapter Twenty-Sixth of PPA with subject-matter: "Selection of a real estate brokerage firm for the sale of a real property (residence), located in the city of Ottawa, Canada, on behalf of DM-Ottawa"**.

### HEREBY DECLARE that:

1. In the process of performance of the public procurement contract referred to above, the tenderer I represent *will not employ subcontractors*;

2. the following shall act as subcontractor(s) N/A, which/who are familiar with the subject of the procurement and have agreed to take part in it;

3. The types of works to be performed by the subcontractors, shall be as follows:

subcontractor 1 N/A will perform the following activities: N/A

subcontractor 2 N/A will perform the following activities: N/A

***Complete the above data as many times as necessary in accordance with the number of subcontractors that will participate in the procurement.***

4. The share of the procurement to be entrusted to the subcontractors shall be N/A% of the total value of the procurement, including:

- the participation of subcontractor 1 N/A will be of N/A% of the total value of the procurement;

- the participation of subcontractor 2 N/A will be of N/A % of the entire value of the procurement.

***Complete the above data as many times as necessary in accordance with the number of subcontractors that will participate in the procurement.***

4. We agree to be held responsible for the actions, omissions and work of the indicated subcontractors as we are held responsible for our actions, omissions and work.

5.

I am aware of my liability under Article 313 of the Criminal Code for providing untrue data.

**Note: This declaration shall be completed by the managing director of the tenderer by registration. In case the tenderer is a consortium, the declaration shall be completed by the person representing the consortium.**

December 5, 2019  
(date of signing)

Заличено на основание чл. 36а,  
ал. 3 от Закона за обществените  
поръчки във връзка с  
чл. 4, т. 1 от Регламент (ЕС) 2016/679

(signature and stamp)

**Standard Form  
No. 11**

***DECLARATION CONCERNING VISUAL EXAMINATION OF THE PROPERTY***

*in a public procurement with subject:*

**“Selection of a real estate brokerage firm for the sale of a real property  
(residence), located in the city of Ottawa, Canada, on behalf of DM-Ottawa”**

I, the undersigned, Marilyn Wilson, in my capacity as Owner and Sales Representative of Marilyn Wilson Dream Properties Inc. / Christie's International Real Estate, having its seat and registered address in the city of Ottawa, Canada, registered under company file No. (private information / available upon request), telephone: 613-842-5000, fax: 613-842-5007 and correspondence address: marilyn@dreamproperties.com (cc reba@dreamproperties.com), declare that I conducted a visual examination of the real property in accordance with the draft contract for realtor services for the sale of a real property, located in the city of Ottawa, Canada on December 5, 2019 at 4:00 PM.

**city of: Ottawa**

**DECLARER: MARILYN WILSON**

**date: December 5, 2019**

M<sub>1</sub> \_\_\_\_\_

**REQUEST FOR VISUAL EXAMINATION OF THE PROPERTY**

under the public procurement with subject-matter: [**“Selection of real estate brokerage firm for the sale of a real property (residence), located in the city of Ottawa, Canada, on behalf of DM-Ottawa”.**]

I, the undersigned/- Marilyn Wilson

*(name, father's name and surname)*

in my capacity as Sales Representative of Marilyn Wilson Dream Properties Inc., having its seat and registered address in the city of Ottawa, registered under company file No. (N/A) of the inventory of (N/A) Court, BULSTAT/UIC (N/A), telephone: 613-842-5000, fax: 613-842-5007 and correspondence address: 266 Beechwood Avenue, Ottawa, K1L 8A6

We declare that we wish to perform a visual examination of the property, subject of sale, in accordance with the draft contract for award of the public procurement, on December 5, 2019 (yr.), at 4:00 h.

The following persons will be present at the visual examination:

1. Marilyn Wilson

I am aware of the conditions for the visual examination, included in the documentation for participation and declare that I will comply with them and ensure that they will be complied with by all of my representatives, employees and/or consultants.

Contact person in connection with the organization of the visual examination: Marilyn Wilson, telephone: 613-978-8788, fax: 613-842-5007

**Date: December 5, 2019**

**DECLARER: Marilyn Wilson**

/ Заличено на основание чл. 36а,  
ал. 3 от Закона за обществените  
поръчки, във връзка с  
чл. 4, т. 1 от Регламент (ЕС) 2016/679

**DRAFT LISTING  
AGREEMENT**

# Listing Agreement Seller Representation Agreement Authority to Offer for Sale

## Form 200

for use in the Province of Ontario

This is a **Multiple Listing Service® Agreement**



OR

**Exclusive Listing Agreement**

**EXCLUSIVE**



**BETWEEN:**

**BROKERAGE:** Marilyn Wilson Dream Properties Inc.

266 Beechwood Avenue Ottawa (the "Listing Brokerage") Tel. No. (613) 842-5000

**SELLER:** The Embassy of The People's Republic of Bulgaria (the "Seller")

In consideration of the Listing Brokerage listing the real property for sale known as 190 Lansdowne Road South Ottawa, Ontario K1M 0N4 (the "Property")

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

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

to offer the Property for sale at a price of: Dollars (CDN\$) 1,785,000.00 One Million Seven Hundred Eighty-Five Thousand ..... 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.

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

**2. COMMISSION:** In consideration of the Listing Brokerage listing the Property, the Seller agrees to pay the Listing Brokerage a commission of 2.9% of the sale price of the Property or ..... for any valid offer to purchase the Property from any source whatsoever obtained during the Listing Period and on the terms and conditions set out in this Agreement OR such other terms and conditions as the Seller may accept. The Seller authorizes the Listing Brokerage to co-operate with any other registered real estate brokerage (co-operating brokerage) and to offer to pay the co-operating brokerage a commission of 1.85% of the sale price of the Property or ..... out of the commission the Seller pays the Listing Brokerage. The Seller further agrees to pay such commission as calculated above if an agreement to purchase is agreed to or accepted by the Seller or anyone on the Seller's behalf within 180 days after the expiration of the Listing Period (Holdover Period), so long as such agreement is with anyone who was introduced to the Property from any source whatsoever during the Listing Period or shown the Property during the Listing Period. If, however, the offer for the purchase of the Property is pursuant to a new agreement in writing to pay commission to another registered real estate brokerage, the Seller's liability for commission shall be reduced by the amount paid by the Seller under the new agreement. The Seller further agrees to pay such commission as calculated above even if the transaction contemplated by an agreement to purchase agreed to or accepted by the Seller or anyone on the Seller's behalf is not completed, if such non-completion is owing or attributable to the Seller's default or neglect, said commission to be payable on the date set for completion of the purchase of the Property. Any deposit in respect of any agreement where the transaction has been completed shall first be applied to reduce the commission payable. Should such amounts paid to the Listing Brokerage from the deposit or by the Seller's solicitor not be sufficient, the Seller shall be liable to pay to the Listing Brokerage on demand, any deficiency in commission and taxes owing on such commission. All amounts set out as commission are to be paid plus applicable taxes on such commission.

**INITIALS OF LISTING BROKERAGE:**

**INITIALS OF SELLER(S):**

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

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

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

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

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

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

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

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

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

- 4. FINDERS FEES:** The Seller acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Seller consents to any such benefit being received and retained by the Brokerage in addition to the Commission as described above.
- 5. REFERRAL OF ENQUIRIES:** The Seller agrees that during the Listing Period, the Seller shall advise the Listing Brokerage immediately of all enquiries from any source whatsoever, and all offers to purchase submitted to the Seller shall be immediately submitted to the Listing Brokerage before the Seller accepts or rejects the same. If any enquiry during the Listing Period results in the Seller accepting a valid offer to purchase during the Listing Period or within the Holdover Period after the expiration of the Listing Period, the Seller agrees to pay the Listing Brokerage the amount of Commission set out above, payable within five (5) days following the Listing Brokerage's written demand therefor.
- 6. MARKETING:** The Seller agrees to allow the Listing Brokerage to show and permit prospective buyers to fully inspect the Property during reasonable hours and the Seller gives the Listing Brokerage the sole and exclusive right to place "For Sale" and "Sold" sign(s) upon the Property. The Seller consents to the Listing Brokerage including information in advertising that may identify the Property. The Seller further agrees that the Listing Brokerage shall have sole and exclusive authority to make all advertising decisions relating to the marketing of the Property for sale during the Listing Period. The Seller agrees that the Listing Brokerage will not be held liable in any manner whatsoever for any acts or omissions with respect to advertising by the Listing Brokerage or any other party, other than by the Listing Brokerage's gross negligence or wilful act.
- 7. WARRANTY:** The Seller represents and warrants that the Seller has the exclusive authority and power to execute this Authority to offer the Property for sale and that the Seller has informed the Listing Brokerage of any third party interests or claims on the Property such as rights of first refusal, options, easements, mortgages, encumbrances or otherwise concerning the Property, which may affect the sale of the Property.
- 8. INDEMNIFICATION AND INSURANCE:** The Seller will not hold the Listing Brokerage and representatives of the Brokerage responsible for any loss or damage to the Property or contents occurring during the term of this Agreement caused by the Listing Brokerage or anyone else by any means, including theft, fire or vandalism, other than by the Listing Brokerage's gross negligence or wilful act. The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury, including but not limited to loss of the Commission payable under this Agreement, caused or contributed to by the breach of any warranty or representation made by the Seller in this Agreement or the accompanying data form. The Seller warrants the Property is insured, including personal liability insurance against any claims or lawsuits resulting from bodily injury or property damage to others caused in any way on or at the Property and the Seller indemnifies the Brokerage and all of its employees, representatives, salespersons and brokers (Listing Brokerage) and any co-operating brokerage and all of its employees, representatives, salespersons and brokers (co-operating brokerage) for and against any claims against the Listing Brokerage or co-operating brokerage made by anyone who attends or visits the Property.
- 9. FAMILY LAW ACT:** The Seller hereby warrants that spousal consent is not necessary under the provisions of the Family Law Act, R.S.O. 1990, unless the spouse of the Seller has executed the consent hereinafter provided.
- 10. VERIFICATION OF INFORMATION:** The Seller authorizes the Listing Brokerage to obtain any information affecting the Property from any regulatory authorities, governments, mortgagees or others and the Seller agrees to execute and deliver such further authorizations in this regard as may be reasonably required. The Seller hereby appoints the Listing Brokerage or the Listing Brokerage's authorized representative as the Seller's attorney to execute such documentation as may be necessary to effect obtaining any information as aforesaid. The Seller hereby authorizes, instructs and directs the above noted regulatory authorities, governments, mortgagees or others to release any and all information to the Listing Brokerage.
- 11. USE AND DISTRIBUTION OF INFORMATION:** The Seller consents to the collection, use and disclosure of personal information by the Brokerage for the purpose of listing and marketing the Property including, but not limited to: listing and advertising the Property using any medium including the Internet; disclosing Property information to prospective buyers, brokerages, salespersons and others who may assist in the sale of the Property; such other use of

INITIALS OF LISTING BROKERAGE:

INITIALS OF SELLER(S):

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

In the event that this Agreement expires or is cancelled or otherwise terminated and the Property is not sold, the Seller, by initialling:

consent to allow other real estate board members to contact the Seller after expiration or other termination of this Agreement to discuss listing or otherwise marketing the Property.

Does

Does Not

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

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

(Authorized to bind the Listing Brokerage) .....

(Date) .....

(Name of Person Signing) .....

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

SIGNED, SEALED AND DELIVERED I have hereunto set my hand and seal:

(Signature of Seller) .....



(Seal)

(Date) .....

(Tel. No.) .....

(Signature of Seller) .....



(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 Marilyn Wilson

(Name of Salesperson/Broker/Broker of Record)

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

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

**ACKNOWLEDGEMENT**

The Seller(s) hereby acknowledge that the Seller(s) fully understand the terms of this Agreement and have received a copy of this Agreement on the ..... day of ....., 20 .....

(Signature of Seller) .....

(Date) .....

(Signature of Seller) .....

(Date) .....

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**LISTING AGREEMENT**  
 (Authority for Sale or Lease)  
**Schedule "A" and Data Form**  
 (for use in the province of Ontario)

OREB Form 160A  
 May 2018



This schedule is attached to and forms part of the Listing Agreement (Authority for Sale or Lease).

**BETWEEN:**  
**BROKERAGE:** Marilyn Wilson Dream Properties Inc. (the "Listing Brokerage")

**SELLER(S):** The Embassy of The People's Republic of Bulgaria (the "Seller")  
 for listing property known as 190 Lansdowne Road South Ottawa, Ontario K1M 0N4 (the "Property")

**Commencement date of Listing Agreement:** ..... day of ....., 20.....

Is H.S.T applicable to this sale or lease? Yes  No

**LEGAL DESCRIPTION** (Including easements):  
 PCL 3-7, SEC 4M-76 ; PT LT 3, PL 4M-76 , PART 1 , 4R445 ; ROCKCLIFFE PARK

**PIN:** ..... **ROLL #:** 01100001000000

**PROPERTY TAXES and YEAR:** .....

**LISTING TERMS:** Showings shall be permitted at risk of Buyer. Buyer must wear a mask.

<b>EXISTING FINANCING:</b> <sup>Type</sup> Treat as clear	<sup>Amount</sup>	<sup>Lender</sup>
<sup>Type</sup>	<sup>Amount</sup>	<sup>Lender</sup>

**POSSESSION:** Immediate

**WARRANTIES:**  
 The Seller(s) warrant(s) that all appurtenances and fixtures relating to the real property are owned by them and are included in the sale price; and also included are: Contents and appliances in "as is" condition

And **excluded** are: .....

**LEASES (Including Long Term) / RENTAL EQUIPMENT:**

<sup>Item</sup>	<sup>Amount</sup>	<sup>Term</sup>	<sup>Buyout Amount</sup>
Is Lease Assignable? Yes <input type="radio"/> No <input type="radio"/>	Is Lease Dischargeable? Yes <input type="radio"/> No <input type="radio"/>		

<sup>Item</sup>	<sup>Amount</sup>	<sup>Term</sup>	<sup>Buyout Amount</sup>
Is Lease Assignable? Yes <input type="radio"/> No <input type="radio"/>	Is Lease Dischargeable? Yes <input type="radio"/> No <input type="radio"/>		

**OTHER:**  
 Condominium/Association/Common Fee: \$ ..... Frequency: .....

Condominium/Association/Common Fee Includes: .....

Locker # ..... Exclusive Use?  Owned  Parking Space # ..... # ..... Exclusive Use?  Owned

**Lock Box Authorization:**  
 The seller does hereby authorize the Listing Brokerage to make use of a lock box on the property. The Seller fully understands the operation of the lock box and hereby releases the Listing Brokerage from any liability for its use.

INITIALS OF SELLER(S)

INITIALS OF SELLER(S)

The Seller does not authorize the Listing Brokerage to place a lock box on the property.

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

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**Form 810**

for use in the Province of Ontario

**The REALTOR® Consumer Relationship**

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

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

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

**Client**

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

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

**Customer**

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

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

**What Happens When...**

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

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

**Critical Information**

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

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

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

**Acknowledgement by:** The Embassy of the People's Republic of Bulgaria

(Names)

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

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

Marilyn Wilson Dream Properties Inc.

(Name of Brokerage)

(initial one)

\_\_\_\_\_ Is representing my interests, to be documented in a separate written agency representation agreement, and I understand the brokerage may represent and/or provide customer service to other sellers and buyers.

\_\_\_\_\_ Is not representing my interests, to be documented in a separate written customer service agreement, but will act in a fair, ethical and professional manner.

\_\_\_\_\_(Signature) \_\_\_\_\_(Date)

\_\_\_\_\_(Signature) \_\_\_\_\_(Date)

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

(Name of Brokerage)

(initial one)

\_\_\_\_\_ Is representing my interests, to be documented in a separate written agency representation agreement, and I understand the brokerage may represent and/or provide customer service to other buyers and sellers.

\_\_\_\_\_ Is not representing my interests, to be documented in a separate written customer service agreement, but will act in a fair, ethical and professional manner.

\_\_\_\_\_(Signature) \_\_\_\_\_(Date)

\_\_\_\_\_(Signature) \_\_\_\_\_(Date)

**Please note that Federal legislation requires REALTORS® to verify the identity of sellers and buyers with whom they are working. For the purposes of this information, the term "seller" can be interpreted as "landlord" and "buyer" can mean "tenant." This form is for information only and is not a contract.**

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**MARILYN WILSON**  
**DREAM PROPERTIES®**  
INC. BROKERAGE

**YOUR PRIVACY MATTERS TO US**

At Marilyn Wilson Dream Properties Inc. we are committed to protecting your privacy. We respect your privacy and want you to understand how we safeguard your personal information.

**HOW WE COLLECT YOUR INFORMATION**

We collect and keep information about you, which is needed to provide the services you request. We collect this information from you directly or through our sales representatives. We may also need to collect information from Mortgage Lenders, Government Services, or consumer reports.

**HOW WE USE YOUR INFORMATION**

We use your information to provide the services you request which includes evaluation of your property, marketing of your property, and assisting with the purchase of property. We may also share your information with others who work with Marilyn Wilson Dream Properties Inc. or with third parties, when it is necessary for the services we provide to you. Third parties may include Mortgage Brokers or Lenders, Solicitors, Building Inspectors, Appraisers, or other Realtors.

The collection, use and disclosure of your information is regulated and secured by the Personal Information Protection & Electronic Documents Act (PIPEDA) as of January 1, 2004.

**YOUR RIGHT TO ACCESS YOUR INFORMATION**

You have a right to access the personal information that we have about you in your file. If we have information that is incorrect, you can have it corrected. To access your information or to ask us to correct information, or to opt out of the collection of information not required by law, you can contact us at:

**Marilyn Wilson Dream Properties Inc.**  
**266 Beechwood Avenue**  
**Ottawa, ON**  
**K1L 8A6**  
**613-842-5000**  
**Reba@DreamProperties.com**

Our Privacy code can be made available. The Privacy Information Officer is Reba Wilson.

Consumer Initials

**COPY OF REAL ESTATE  
COUNCIL OF ONTARIO  
LICENSE**



Real Estate Council  
of Ontario

3300 Bloor Street West  
West Tower, Suite 1200  
Toronto, ON M8X 2X2

Tel: 416-207-4800  
Toll free: 1-800-245-6910  
Fax: 416-207-4820

[www.reco.on.ca](http://www.reco.on.ca)

Real Estate Council of Ontario  
Official Receipt for Income Tax –Registration Fees

Registration ID: : заличено на основание чл.37 от ЗОП

Name: MARILYN WILSON

O/A MARILYN WILSON

Address: 266 BEECHWOOD AVENUE OTTAWA ON K1L 8A6

Date payment received: November 14, 2019

Amount paid: \$590

Registration period: November 15, 2019 to November 15, 2021

*Fees charged under REBBA 2002 are not subject to HST.*

*Duplicate Copy of Official Receipt for Income Tax. Keep for Your Records.*



Real Estate Council  
of Ontario

3300 Bloor Street West  
West Tower, Suite 1200  
Toronto, ON M8X 2X2

Tel: 416-207-4800  
Toll free: 1-800-245-6910  
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## A Multiple Listing Service (MLS)

A **multiple listing service (MLS, also multiple listing system or multiple listings service)** is a suite of services that **real estate brokers** use to establish contractual offers of compensation (among brokers) and accumulate and disseminate information to enable appraisals. A multiple listing service's database and software is used by **real estate brokers** in real estate (or aircraft broker in other industries for example), representing sellers under a **listing contract** to widely share information about properties with other brokers who may represent potential buyers or wish to work with a seller's broker in finding a buyer for the property or asset. The listing data stored in a multiple listing service's database is the proprietary information of the broker who has obtained a listing agreement with a property's seller.

The primary purpose of an MLS is to provide a facility to publish a "unilateral offer of compensation" by a listing broker, to other broker participants in that MLS. In other words, the commission rate that is offered by the listing broker is published within the MLS to other cooperating brokers. This offer of compensation is considered a contractual obligation; however, it can be negotiated between the listing broker and the broker representing the buyer. Since the commission for a transaction as well as the property features are contained in the MLS system, it is in the best interests of the brokers to maintain accurate and timely data.

The additional benefit of MLS systems is that an MLS subscriber may search an MLS and retrieve information about all homes for sale by all participating brokers. MLS systems contain hundreds of fields of information about the features of a property. These fields are determined by real estate professionals who are knowledgeable and experienced in that local marketplace, whereas public real estate websites contain only a small subset of property data.