

ASSIGNMENT OF INTEREST

WHEREAS on August 25, 2025, the Real Estate Council of Ontario (“RECO”) issued a Freeze Order with respect to all bank accounts of iPro Realty Ltd. due to a substantial shortfall in the commission and consumer trust accounts of iPro Realty Ltd. (“iPro Realty”).

AND WHEREAS has asserted claims for insurance coverage against **certain underwriters at Lloyd's / Trisura Guarantee Insurance Company** in respect of commissions related to real estate transaction(s) in the Province of Ontario, Canada, conducted as an agent associated with iPro Realty or as a cooperating agent through iPro Realty, pursuant to the Commission Protection Insurance Extension of Professional Liability Insurance Policy No **RECO092024-01** (hereinafter the “Policy”).

AND WHEREAS the total value of claims made as against the Policy will exceed the limits of the policy and claimants will be paid a prorated portion of their commission entitlement.

AND WHEREAS and **certain underwriters at Lloyd's / Trisura Guarantee Insurance Company** have agreed to settle all claims for insurance coverage under the Policy for commissions, on terms that include an Assignment of Interest as herein provided.

NOW THEREFORE, IN CONSIDERATION of the aforesaid settlement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. hereafter referred to as the **ASSIGNOR**, hereby irrevocably and absolutely transfer and assign to **certain underwriters at Lloyd's / Trisura Guarantee Insurance Company** all right, title and interest to the commissions and in any action, cause of action, contract, claim or demand for damages which the **ASSIGNOR** has or may have against any other person, corporation or legal entity, with respect to those commissions relating to real estate transactions for the property (properties) listed in **Exhibit A** limited to .
2. In the event that 's claim for commission entitlement exceeds the amount by which **certain underwriters at Lloyd's / Trisura Guarantee Insurance Company** has paid to pursuant to the Policy, then this Assignment shall only operate to the extent of the payment made by **certain underwriters at Lloyd's/Trisura Guarantee Insurance Company** to with respect to the claims for commission and shall retain all right, title and interest with respect to the balance of commission to which may be entitled. For greater clarity, the **ASSIGNOR** is only assigning the foregoing rights in respect of a total amount of .
3. The **ASSIGNOR** represents and warrants the commission entitlement as claimed by the **ASSIGNOR** and to be assigned pursuant to this **AGREEMENT** is due and owing to the **ASSIGNOR**

and that there has been no payment or other monies received on account of the commission by the **ASSIGNOR**. The **ASSIGNOR** further represents and warrants that the **ASSIGNOR'S** entitlement to commission with respect to those transactions set out in the **ASSIGNOR's** claim have not been assigned to any other person or party.

4. **Certain underwriters at Lloyd's / Trisura Guarantee Insurance Company** shall have the right to pursue an action to the extent of the payment made to against any such other person or corporation or legal entity in the name of **certain underwriters at Lloyd's / Trisura Guarantee Insurance Company** and/or the **ASSIGNOR**, and **certain underwriters at Lloyd's / Trisura Guarantee Insurance Company** undertakes to indemnify and hold harmless the **ASSIGNOR** in respect of the making or continuation of any such action.
5. The **ASSIGNOR** shall execute all other documents and instruments and do all other things necessary to implement and carry out the terms of this Assignment, including, but not limited to, assisting **certain underwriters at Lloyd's / Trisura Guarantee Insurance Company** in the conduct of suits or proceedings, attending hearings, mediations, arbitrations, trials and examinations, and in securing and giving evidence and obtaining the attendance of witnesses.
6. If the assignment of any contract would result in the termination or breach of such contract then such contract will not be assigned to **certain underwriters at Lloyd's / Trisura Guarantee Insurance Company** but shall be held in trust by the **ASSIGNOR** for the benefit of **certain underwriters at Lloyd's / Trisura Guarantee Insurance Company** and, on the exercise by **certain underwriters at Lloyd's / Trisura Guarantee Insurance Company** of any of its remedies, shall be assigned by the **ASSIGNOR** as directed by **certain underwriters at Lloyd's / Trisura Guarantee Insurance Company**.
7. **IT IS HEREBY ACKNOWLEDGED AND AGREED** that signature of this Assignment of Interest by electronic signatures or "e-signature", whether digital or encrypted, and whether completed using DocuSign or other similar software, of the parties included in this Assignment of Interest are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Assignment of Interest or any other document contemplated hereby bearing an original or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" ("pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

their respective successors and assigns.

This Assignment of Interest shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

IN WITNESS WHEREOF, the ASSIGNOR has hereunder executed this Assignment of Interest this

____ day of _____, 20 ____.

WITNESS SIGNATURE

WITNESS NAME (please print)

CLAIMANT SIGNATURE

CLAIMANT NAME (please print)

EXHIBIT A

List of Properties to be included in Settlement

Occurrence: 2024-026

Claim No.: Address: _____

SAMPLE