

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

B E T W E E N :

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, C. C-36, AS AMENDED**

**IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF SILVER
STREAMS HOMES INC., SILVER STREAMS HOMES (PUCCINI) INC., 2148993
ONTARIO INC., 2148990 ONTARIO INC., 2147681 ONTARIO INC. AND 2147650
ONTARIO INC.**

Applicants

**AFFIDAVIT OF FRANK DEL FATTI
(Motion Returnable April 23, 2015)**

**KLEIN & ASSOCIATES PROFESSIONAL
CORPORATION
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Toronto, ON M5H 2Y2
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Tel: 416.366.9494
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**Lawyers for Medi Group Incorporated;
1865721 Ontario Inc.; Canadian Concrete
Forming Limited; Cardell Flooring Ltd.; E.D.
Carpenters Limited; Foremont Drywall Inc. et al
carrying on business as Foremont Drywall
Contracting; Giancola Aluminum Contractors
Inc.; GM Exteriors Inc.; Pave Plumbing &
Heating Inc.; Pilbro III Inc.; and Solo Electric
Ltd.**

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INDEX

TAB NO.:

- Affidavit of Frank Del Fatti sworn April 6, 2015	I
- Exhibit "A", List of United Trade Group	A
- Exhibit "B", Corporation Profile Report for Silver Streams Homes (Puccini) Inc.	B
- Exhibit "C", Affidavit of Imran Jinnah sworn December 11, 2013	C
- Exhibit "D", Copies of Trades' Contracts with Silver Streams Homes (Puccini) Inc.	D
- Exhibit "E", PIN pages for Lots 18, 19, 20, 22, 23, 24 and 25, Plan 65M4331	E
- Exhibit "F", Mortgage Statements of 53 Puccini Mortgage Corp. and Nastell Investments Limited	F
- Exhibit "G", PIN pages for Lots 23 and 24, Plan 65M4249	G
- Exhibit "H", Mortgage Statement of Castle Lane Design Group	H
- Exhibit "I", PIN page for Lot 1, plan 65M4249	I
- Exhibit "J", Mortgage Statements of Puccini Mortgage Corporation, Dapaul Management Mortgage and 388242 Ontario Limited	J
- Exhibit "K", Order of Mr. Justice Newbould dated January 8, 2015	K
- Exhibit "L", Notice of Objection dated March 4, 2015	L

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ONTARIO INC.

Applicants

AFFIDAVIT OF FRANK DEL FATTI

I, Frank Del Fatti, of the City of Etobicoke, in the Province of Ontario **MAKE OATH**
AND SAY:

1. I am the chartered accountant and the controller at Medi Group Incorporated ("Medi Group"), a supplier and installer of brick and masonry products to the project known as the Puccini Project as more particularly described below. I make this affidavit on behalf of Medi Group as well as several other construction trades on the Puccini Project who have formed a united trade group as listed in Exhibit "A" to my affidavit (collectively, the "Trades"). Except where otherwise noted as information from others I have personal knowledge of the matters deposed.

BACKGROUND

2. The Puccini Project is a low rise residential project consisting of several phases. According to the affidavit of Imran Jinnah sworn December 11th, 2013 and filed in these CCAA proceedings, the title to phases I, II and II are in the names of 2148990 Ontario Inc., 2148993 Ontario Inc., 2147650 Ontario Inc. and 2147681 Ontario Inc.. The project was developed by

Silver Streams Homes Inc. and Silver Streams (Puccini) Inc., collectively "Silver Streams" (the "Puccini Project").

3. Imran Jinnah ("Jinnah") according to his affidavit of December 11th, 2013 is the sole officer, director and shareholder of the companies listed in paragraph 1 above. Asma Jinnah is an officer of Silver Streams (Puccini) Inc.. Now shown to me and marked as Exhibit "B" is a corporate profile report on Silver Stream Homes (Puccini) Inc..

CCAA Proceedings

4. An initial order under the CCAA was made by Mr. Justice Newbould on December 17th, 2013 in respect of 2148990 Ontario Inc., 2148993 Ontario Inc., 2147650 Ontario Inc. and 2147681 Ontario Inc., Silver Streams Homes Inc. and Silver Streams (Puccini) Inc. ("Puccini").

5. In the Jinnah affidavit of December 11, 2013 filed in the application for an initial order he stated in paragraph 12 of that affidavit "Puccini was incorporated in October 2008 for the purpose of selling homes in the Puccini Project. Puccini is registered with Tarion and is the vendor under agreements of purchase and sale for homes in the Puccini Project.". Now shown to me and marked as Exhibit "C" is a copy of the affidavit of Jinnah sworn December 11, 2013 without exhibits. I accepted this as a true statement and believed any security posted with Tarion was for Puccini.

6. Puccini was also the builder of the homes in the Puccini Project and entered contracts with the Trades including Medi Group. Now shown to me and marked as Exhibit "D" is a copy of my contract and front and signing pages of similar contracts with the other Trades.

7. There were 10 lots which were subject to the Initial Order. The construction trades including the moving parties have liens totalling approximately \$3,500,000.00. 2148990 Ontario Inc. owned 7 of the 10 lots being lots 18, 19, 20, 22, 23, 24 and 25 on Plan 65M4331. As against these 7 lots owned by 2148990 Ontario Inc. there are two Private mortgages in favour of 53 Puccini Mortgage Corporation and Nastell Investments Limited. 53 Puccini Mortgage Corporation claims to be owed \$2,133,205.00 as of February 4, 2014. Nastell Investments Limited claims it is owed \$3,122,790.00 as of February 4, 2014. Now shown to me and marked

as Exhibit "E" are copies of PIN pages for these 7 lots. Now shown to me and marked as Exhibit "F" is a copy of the mortgage statements provided by these lenders in these proceedings.

8. The other 3 lots out of the 10 subject to the initial order are lots 1, 23 and 24 on Plan 65M4249. Lots 23 and 24 are also owned by 2148990 Ontario Inc. They were subject to two mortgages Home Trust Company ("Home Trust") and Castle Lane Design Group Inc. ("Castle Lane"). The Home Trust mortgage has been paid out according to previous reports of the monitor on the sale of this lot. The Castle Lane mortgage is a private mortgage and according to a mortgage statement received from Castle Lane they claim to be owed \$421,369.86 as of February 4, 2014. Now shown to me and marked as Exhibit "G" are copies of PIN pages for these 2 lots 23 and 24 on Plan 65M4249. Now shown to me and marked as Exhibit "H" is the mortgage statement from the Castle Lane Design Group.

9. According to previous reports of the monitor, Lot 1 on Plan 65M4249 was owned by 2147681 Ontario Inc.. That lot was sold for \$940,000.00 and was subject to 4 mortgages. The first mortgagee Foremost Mortgage Holding Corporation was paid out approximately \$520,000.00. The remaining private mortgages were Puccini Mortgage Corporation claiming \$1,426,414.00; Dapaul Management Limited claiming \$3,239,762.00 and 388242 Ontario Limited claiming \$851,024.00. The lien claimants and these Private lenders are in a priority fight over the remaining proceeds of sale from this lot of about \$400,000.00. Now shown to me and marked as Exhibit "I" is a copy of the PIN pages for lots 1 on Plan 65M4249. Now shown to me and marked as Exhibit "J" are mortgage statements received from these private lenders.

10. It is my understanding that the remaining proceeds in the CCAA estate are approximately \$4,500,000.00 from the sale of the lots. The main remaining secured creditors being these private lenders and the lien claimants are fighting for priorities over these monies. The various issues in the lien proceedings including the determination of quantum, priorities, whether the Private lenders are statutory owners and any other ancillary issues pertaining to the private mortgages and lien claimants have been referred to Duncan Glaholt as referee. Now shown to me and marked as Exhibit "K" is the order referring the lien issues to the Referee.

11. According to reports of the monitor there are also letters of credit which are cash collateralized posted with the City of Richmond Hill in the amount of \$3,000,000.00 against

which there has been a drawdown of \$1,270,000.00. The unused cash collateral from these Letters of credit once released should also flow into the CCAA estate.

12. A breach of trust action has also been commenced by the Trades but is presently stayed by the CCAA.

13. There will be a shortfall in the monies available in the CCAA estate relative to the claims against it. However the precise amount of the amounts owing to the Private lenders and against which and the lien claimants and their respective priorities are issues not yet determined.

SETTLEMENT AGREEMENT

14. The affidavit of Imran Jinnah sworn February 26, 2015 sets out a settlement reached amongst the various Silver Streams Companies, Jinnah and Tarion.

15. As appears from the settlement agreement and affidavit of Jinnah, Puccini which was the vendor and builder on the Puccini Project was in fact never registered with Tarion. The other Silver Stream Companies were registered with Tarion.

16. The security which was posted with Tarion, being \$1,240,000.00 is comprised of cash of \$320,000.00 and cash collateralized letters of credit of \$920,000.00. The security was posted on behalf of registrants under the *Ontario New Homes Warranties Plan Act* (the "Act") being 2147650, 2148991, 2148990, 2148993 and 2147681.

17. The security could not have been posted on behalf of Puccini, a non registrant and who was in fact a vendor and builder under the Act and against whom claims have been made and apparently paid out of the guarantee fund.

18. Tarion seeks to use the security posted for reimbursement of payments out of the guarantee fund on behalf of Puccini, a non registrant. They seek to accomplish this by assigning the purchase contracts and claims of Puccini to the other Silver Stream companies which are registrants.

19. The objection Medi Group and the Trades have to the settlement is that if Tarion cannot avail itself of the security without an assignment as contemplated by the settlement, then once

the security is released any underlying cash collateral would flow back into the CCAA estate and be subject to the priorities as they are determined. Now shown to me and marked as Exhibit "L" is our notice of objection.

20. It appears that Jinnah where it suits his purposes is prepared to treat all of the Silver Stream entities and Puccini as one and the same for the purposes of the Puccini Project. Yet in the lien litigation Jinnah's position is to draw a distinction that Puccini is a general contractor and the various numbered company owners are liable only for holdback obligations under the *Construction Lien Act*.

21. Given that claims for lien have been filed and a breach of trust action commenced, at this late stage Jinnah should not be able to alter the contractual arrangements to the detriment of the Trades. Put differently it would benefit all claimants including the Trades if the cash security were returned to the CCAA estate if Tarion is not otherwise entitled to utilize it.

22. Tarion is not without a remedy as they have the guarantee of Jinnah.

23. The impact of the settlement being carried out would be to elevate Tarion from the position of an unsecured party with the guarantee of Jinnah to realize upon, to that of a secured party against the letter of credit.

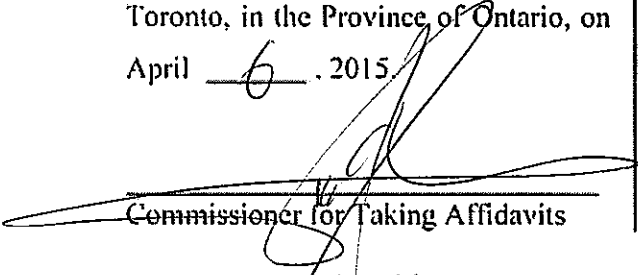
24. The affidavit of Jinnah appeals to the court on the basis that he made an inadvertent error and the settlement seeks to restore the parties to the position they would have been in had the error not been made. The settlement also relieves Jinnah of his obligations under the guarantee he gave and resolves the POA charge allowing Jinnah to build in the future.

25. The cash collateralized letters of credit with Tarion came about from the sale of the homes constructed by the trades who were unpaid and have filed liens. The proposed settlement prejudices the trades who may suffer a shortfall if the security is not released with the underlying cash paid into the estate with priorities to be determined.

26. This affidavit is sworn opposing the settlement reached between the Silver Stream

companies, Jinnah and Tarion and for no other purpose.

SWORN BEFORE ME at the City of
Toronto, in the Province of Ontario, on
April 6, 2015.


Commissioner for Taking Affidavits

Lida Aghazadeh, a
Commissioner, etc., Province of Ontario,
for Klein & Associates Professional
Corporation, Barristers and Solicitors.
Expires March 6, 2016.



FRANK DEL FATTI

THIS IS EXHIBIT " A " TO THE AFFIDAVIT
OF FRANK DEL FATTI SWORN
BEFORE ME, THIS 6TH DAY OF

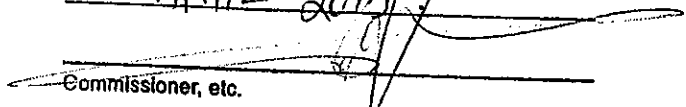
APRIL 2015

Commissioner, etc.

*Ljda Aghazadeh, a
Commissioner, etc., Province of Ontario,
for Klein & Associates Professional
Corporation, Barristers and Solicitors.
Expires March 8, 2016.*

1. 1865721 Ontario Inc.
2. Canadian Concrete Forming Limited
3. Cardell Flooring Ltd.
4. E. D. Carpenters Limited
5. Foremont Drywall Inc., 1382479 Ontario Inc., 1382503 Ontario Inc., 2203579 Ontario Inc. c.o.b.
Foremont Drywall Contracting
6. Giancola Aluminum Contractors Inc.
7. GM Exteriors Inc.
8. Medi Group Incorporated
9. Pave Plumbing & Heating Inc.
10. Pilbro III Inc.
11. Solo Electric Ltd.

THIS IS EXHIBIT " B " TO THE AFFIDAVIT
OF FRANK DEL FATTI SWORN
BEFORE ME, THIS 6TH DAY OF
APRIL 2015



Commissioner, etc.

Lida Aghazadeh, a
Commissioner, etc., Province of Ontario,
for Klein & Associates Professional
Corporation, Barristers and Solicitors.
Expires March 6, 2016.

Request ID: 016679717
Transaction ID: 54901006
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2014/07/24
Time Report Produced: 10:19:33
Page: 1

Certified a true copy of the data as recorded on the Ontario Business Information System.


Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2187537	SILVER STREAMS HOMES (PUCCINI) INC.	2008/10/14
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address	Date Amalgamated	Amalgamation Ind.
103 NAUGHTON DRIVE	NOT APPLICABLE	NOT APPLICABLE
	New Amal. Number	Notice Date
RICHMOND HILL ONTARIO CANADA L4C 8B3	NOT APPLICABLE	NOT APPLICABLE
		Letter Date
Mailing Address		NOT APPLICABLE
103 NAUGHTON DRIVE	Revival Date	Continuation Date
	NOT APPLICABLE	NOT APPLICABLE
RICHMOND HILL ONTARIO CANADA L4C 8B3	Transferred Out Date	Cancel/Inactive Date
	NOT APPLICABLE	NOT APPLICABLE
	EP Licence Eff.Date	EP Licence Term.Date
	NOT APPLICABLE	NOT APPLICABLE
	Number of Directors Minimum Maximum	Date Commenced in Ontario
	00001 00010	
Activity Classification		Date Ceased in Ontario
NOT AVAILABLE		NOT APPLICABLE

Request ID: 016679717
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Province of Ontario
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Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2187537

SILVER STREAMS HOMES (PUCCINI) INC.

Corporate Name History

Effective Date

SILVER STREAMS HOMES (PUCCINI) INC.

2008/10/14

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

Administrator:
Name (Individual / Corporation)

Address

IMRAN

103 NAUGHTON DRIVE

JINNAH

RICHMOND HILL
ONTARIO
CANADA L4C 8B3

Date Began

First Director

2008/10/14

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

Y

Request ID: 016679717
Transaction ID: 54901006
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

12
Date Report Produced: 2014/07/24
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Page: 3

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Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2187537

SILVER STREAMS HOMES (PUCCINI) INC.

Administrator:
Name (Individual / Corporation)

Address

IMRAN

103 NAUGHTON DRIVE

JINNAH

RICHMOND HILL
ONTARIO
CANADA L4C 8B3

Date Began

First Director

2008/10/14

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

PRESIDENT

Y

Administrator:
Name (Individual / Corporation)

Address

IMRAN

103 NAUGHTON DRIVE

JINNAH

RICHMOND HILL
ONTARIO
CANADA L4C 8B3

Date Began

First Director

2008/10/14

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

SECRETARY

Y

Request ID: 016679717
Transaction ID: 54901006
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2014/07/24
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Page: 4

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Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2187537

SILVER STREAMS HOMES (PUCCINI) INC.

Administrator:
Name (Individual / Corporation)

Address

IMRAN
JINNAH

103 NAUGHTON DRIVE

RICHMOND HILL
ONTARIO
CANADA L4C 8B3

Date Began

First Director

2008/10/14

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

TREASURER

Y

Administrator:
Name (Individual / Corporation)

Address

ASMA
JINNAH

103 NAUGHTON DRIVE

RICHMOND HILL
ONTARIO
CANADA L4C 8B3

Date Began

First Director

2008/10/14

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

OTHER

Request ID: 016679717
Transaction ID: 54901006
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

14
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Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2187537

SILVER STREAMS HOMES (PUCCINI) INC.

Last Document Recorded

Act/Code Description

Form

Date

CIA INITIAL RETURN

1

2009/04/08

THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.

PLEASE NOTE THAT WHEN THE SAME INDIVIDUAL HOLDS MULTIPLE 'OTHER UNTITLED' OFFICER POSITIONS, AS INDICATED ON A FORM 1 UNDER THE CORPORATIONS INFORMATION ACT, ONLY ONE OF THESE 'OTHER UNTITLED' POSITIONS HELD BY THAT INDIVIDUAL WILL BE REFLECTED ON THIS REPORT.

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

The issuance of this certified report in electronic form is authorized by the Ministry of Government Services.

THIS IS EXHIBIT " C " TO THE AFFIDAVIT
OF FRANK DEL FATTI SWORN
BEFORE ME, THIS 6TH DAY OF

APRIL 2015

C
Commissioner, etc.

Lida Aghazadeh, a
Commissioner, etc., Province of Ontario,
for Klein & Associates Professional
Corporation, Barristers and Solicitors.
Expires March 6, 2016.

ONTARIO
SUPERIOR COURT OF JUSTICE
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IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
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IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
SILVER STREAMS HOMES INC., SILVER STREAMS HOMES (PUCCINI) INC.,
2148993 ONTARIO INC., 2148990 ONTARIO INC., 2147681 ONTARIO INC.
AND 2147650 ONTARIO INC.

Applicants

AFFIDAVIT OF IMRAN JINNAH

I, Imran Jinnah, of the Town of Richmond Hill, in the Province of Ontario MAKE OATH
AND SAY AS FOLLOWS:

1. I am the sole officer, director and shareholder of the Applicants, Silver Streams Homes Inc. ("Silver Streams") and Silver Streams Homes (Puccini) Inc. ("Puccini"). I am also the sole officer, director and shareholder of the Applicants 2148993 Ontario Inc. ("2148993"), 2148990 Ontario Inc. ("2148990"), 2147681 Ontario Inc. ("2147681") and 2147650 Ontario Inc. ("2147650", collectively, the "Title Holders"). As such, I have personal knowledge of the matters to which I dispose in this affidavit, save and except for such facts or matters which are stated to be based on information and belief and where so stated, I believe same to be true.

2. I swear this affidavit in support of an application by the Applicants for relief under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, C. C-36, as amended (the "CCAA").

OVERVIEW

3. Silver Streams is a residential homebuilder in the Greater Toronto Area. To date, it has successfully built approximately 100 homes and is in a position to build and complete a further 48 homes in the Puccini Project (defined below).
4. As described in further detail below, the Applicants have experienced significant financial challenges due to delays involved in the development of the Puccini Project and are insolvent. Secured debt in excess of \$12 million is currently in default and numerous construction liens totalling in excess of \$3.5 million have been registered against title to various lots in the Puccini Project.
5. There are currently 10 remaining homes in Phases II and III of the Puccini Project that are in various stages of completion. Two (2) of the homes have been presold and with minimal additional work can close shortly.
6. The Applicants' objective is to complete the 10 remaining homes in Phases II and III of the Puccini Project and to apply the net sale proceeds, after payment of operating costs and the costs of these proceedings, to payment of their creditors' claims in the priority determined by the Court.
7. A private lender affiliated with an existing secured lender has indicated it is prepared to provide the Applicants with debtor-in-possession ("DIP") financing to enable the Applicants to complete the construction of the homes and fund the costs of these proceedings.

8. The completion of the homes maximizes value for the Applicants' stakeholders and protects the interests of purchasers under executory agreements of purchase and sale.

THE APPLICANTS

9. Silver Streams was incorporated in 2003. In or about December 2003 it became a registrant with Taron Warranty Corporation ("Tarion") as a home builder.

10. To date, Silver Streams has successfully completed the following projects:

- (a) St. Albans Mews – a 9 townhouse home project, located in Holland Landing, Ontario - completed in 2006;
- (b) Ashcott Mews – a 14 detached home project, located in Scarborough, Ontario – completed in 2008; and
- (c) D&I Developments – a 4 detached home project, located in Maple, Ontario - completed in 2012.

THE PUCCINI PROJECT

11. In addition to the projects described in paragraph 10 above, the Applicants are in the process of completing a project of 118 units including detached homes, semi-detached homes and townhouses located at Bathurst Street and King Road in Richmond Hill, Ontario (the "Puccini Project"). The Puccini Project is being built in 4 phases. Title to the lands in Phases I, II and III are in the names of 2148990, 2148993, 2147650, and 2147681. Phase I comprises 20 detached homes and was completed in 2010. Phase II comprises 25 detached homes and was completed in late 2012. All but 3 homes in Phase II have been sold. Phase III consists of 25 detached homes. Eighteen (18)

of the homes were completed and sold between June and September 2013. Phase IV is registered in the name of 2148991 Ontario Inc. ("2148991") (a non-debtor in these proceedings) and consists of 40 townhouse units and 8 semi-detached homes. Construction of the homes in Phase IV has not yet commenced, although 33 of the homes have been presold. Attached hereto and marked as Exhibit "A" is a colour coded site map of the Puccini Project.

12. Puccini was incorporated in October 2008 for the purpose of selling the homes in the Puccini Project. Puccini is registered with Tarion and is the vendor under the agreements of purchase and sale for homes in the Puccini Project.

PUCCINI PROJECT FINANCING

BMO

13. Pursuant to a Term Sheet dated as of August 25, 2008 among Symphony Series Co-Tenancy Corp. ("Symphony") as Borrower, myself as guarantor, and Bank of Montreal ("BMO") as lender, BMO made available to Symphony, three credit facilities. Facility 1 was in the amount of \$7,787,000 and was to repay existing financing in the amount of \$4.9 million and to finance the servicing of Phases I, II and III of the Puccini Project. Facility 2 was in the amount of \$1.1 million and was to finance Letters of Credit in favour of Tarion and Municipal and Regional Authorities. Facility 3 was in the amount of \$3.5 million and was to finance construction of pre-sold homes. A true copy of the term sheet dated August 25, 2008 is attached as Exhibit "B".

14. After its incorporation, we decided to develop the Puccini Project through Puccini and, accordingly, BMO made the above credit facilities available to Puccini as opposed to Symphony.

15. The BMO credit facilities were amended over time. Attached hereto and marked collectively as **Exhibit "C"** are true copies of the subsequent BMO term sheets.

16. All of the indebtedness owing to BMO under the credit facilities are secured, *inter alia*, by:

- (a) Demand First Mortgages registered against title to the Phase I, II and III lands (the "BMO Mortgages"); and
- (b) a General Security Agreement in favour of BMO;

Attached hereto and marked as **Exhibit "D"** and **Exhibit "E"** respectively are true copies of the BMO Mortgages and the General Security Agreement.

17. The loans granted by BMO in connection with the Puccini Project have substantially been repaid. Currently, the outstanding indebtedness to BMO is approximately \$700,000.

HOME TRUST

18. In August 2012, Home Trust Company ("Home Trust") made loans to 2148990 and 2147650 each in the original principal amount of \$617,500. As security for the loans, 2148990 and 2147650 each granted Home Trust first mortgages registered against title to Lots 23 and 24 in Phase II. The loans were renewed in August 2013. The loans are currently in default. Attached hereto and marked collectively as **Exhibit "F"** are true copies of the August 2012 term sheets, the August 2013 renewal letters and the default letters issued by Home Trust dated November 7, 2013.

FOREMOST

19. Pursuant to a term sheet dated January 15, 2013 Foremost Financial Corporation ("Foremost") granted a loan to 2147681 in the original principal amount of \$640,000. The loan was not fully advanced. As set out in the term sheet, the total approximate advance was \$467,585. The loan is currently in default. As security for the loan, 2147681 granted Foremost a first mortgage registered against title to Lot 1 in Phase II. Attached hereto and marked as Exhibit "G" is a true copy of the Foremost term sheet.

PRIVATE LENDERS

20. A number of private lenders also provided financing to the Puccini Project which loans are secured, *inter alia*, by mortgages registered against title to various lots of the Phase I, II and III lands. These mortgages matured in February 2013. The last time any interest payments were made on any of these loans was August 2013.

21. The total principal amount outstanding under these loans is in excess of \$10 million. A chart summarizing the name of the private lender, the original amount of the loan and the approximate amount currently owing is set out below:

Lender	Original Principal Amount	Outstanding Amount
Puccini Mortgage Corporation	\$2,600,000	\$1,396,639
Dapaul Management Mortgage	\$5,500,000	\$3,178,055
388242 Ontario Limited	\$1,500,000	\$833,343

53 Puccini Mortgage Corp.	\$2,000,000	\$2,092,603
Nastell Investments Limited	\$3,200,000	\$3,054,860
Castle Lane Design Group Inc.	\$3,500,000	\$412,000

OTHER SECURED CREDITORS

22. I am advised by our lawyer, Stephen Schwartz, a partner with Chaitons LLP, that he obtained searches from the Ontario Personal Property Security Registration (the "PPSR") in respect of registrations which are outstanding against the Applicants as at December 4, 2013. In addition to registrations in favour of BMO and certain private lenders, the PPSR searches disclose the particulars of the following registrations registered subsequent to BMO and the private lenders against Silver Streams and Puccini:

- (a) Royal Bank of Canada ("RBC") in respect of accounts; and
- (b) National Leasing Group Inc. in respect of certain equipment.

23. With the exception of the registrations in favour of BMO and certain private lenders, there are no other registrations against the Title Holders. Copies of the PPSR searches are attached hereto and marked collectively as **Exhibit "H"**.

24. RBC provided financing to 2148991 to fund the acquisition of the land and fund servicing costs for Phase IV of the Puccini Project. As security for RBC's loan to 2148991, Silver Streams and Puccini provided corporate guarantees to RBC.

APPLICANTS' FINANCIAL DIFFICULTIES

25. The Puccini Project lands were acquired at different stages. The property was fully acquired by 2008. Acquisition financing for the lands was obtained by loans from Carevest Capital Inc. ("Carevest") and vendor take back financing. All of the vendor take back financing and the loans from Carevest have been refinanced with the proceeds of the BMO loans and private lenders' loans referenced above. The Applicants are borrowers or guarantors of the loans obtained by one or more of the Applicants from BMO and the private lenders to finance the acquisition and construction of the Puccini Project.

26. Our initial plan was to bring the lots to market within 2 years from acquisition of the lands. However, in 2008, the real estate market experienced a significant decline. We were unable to obtain financing for the construction of all of the homes at one time. Our construction lender, BMO, was only initially prepared to provide us with financing for the 20 homes in Phase I.

27. The inability to obtain construction financing for all of the homes at one time had a significant impact on the Applicants and is the primary reason for their financial woes. Further, the Applicants' ability to obtain municipal approval to build the remaining lots was delayed significantly. Rather than obtaining registration of a plan of subdivision for the entire project at one stage, due to financing constraints we were forced to apply on 3 different occasions for registration of a plan of subdivision for each phase. On each occasion it was as if Silver Streams was making an initial application and the conditions for approval that are common in the development process had to be met again. As a result, rather than obtaining approval to build all of the lots at one time, Silver Streams had to obtain approval three separate times with substantial delays between the approvals.

28. There were additional factors that contributed to the delay. Con-Drain took many more months to service the lands than originally anticipated.

29. Silver Streams was sued by an investor. The litigation was successfully defended. However, the litigation further delayed construction.

30. There were strikes by trades which caused delays.

31. As a result of the delays, the Applicants' costs continued to mount and they ran out of money. This required Silver Streams to obtain additional financing to carry the project and pay development costs. The financing for these matters was obtained from the private lenders described above. The private lenders did not provide any construction financing. The funds obtained from these lenders were used to refinance existing debt, establish interest reserves, pay financing costs, development charges and relevant municipal fees such as building permit fees and for working capital.

32. The Applicants do not have sufficient resources to complete construction of the remaining Phase II and III homes; service the loans to the private lenders; fund Tarion warranty work; pay trade suppliers to the Puccini Project and general overhead expenses.

33. Certain of the private lenders have issued Notices of Sale under Mortgage. Attached hereto and marked collectively as Exhibit "I" are true copies of the Notices of Sale.

34. A number of trades have registered claims for lien under the *Construction Lien Act* against title to the lots in the Puccini Project due to non-payment. The total amount of the liens are

approximately \$3.5 million. As at December 9, 2013 the lien claimants and the amounts of their liens are as follows:

Lien Claimant	Amount of Claim
1865721 Ontario Inc.	\$91,518.55
Canadian Concrete Forming Limited	\$216,201.68
Cardell Flooring Ltd.	\$94,922.10
E.D. Carpenters Limited	\$328,674.01
Foremont Drywall Inc., 1382479 Ontario Inc., 1382503 Ontario Inc., 2203579 Ontario Inc. c.o.b. as Foremont Drywall Contracting	\$434,577.93
Medi Group Incorporated	\$521,675.00
Pave Plumbing & Heating Inc.	\$227,302.95
Pilbro III Inc.	\$554,353.82
Solo Electric Inc.	\$186,364.16
Argo Lumber Inc.	\$135,060.00
The King-Com Corporation	\$104,574.23
The Sanderson-Harold Company Limited	\$203,870.00
669857 Ontario Inc.	\$108,287.00
Renova Recycling (2000) Inc.	\$29,392.00
Newmar Window Manufacturing Inc.	\$67,793.00
Con-Drain Company (1983) Limited	\$94,837.00
Trustees of the Labourers' Union of North America Local 183	\$22,568.00
669857 Ontario Inc. o/a Alma Mechanical	\$108,287.44
Gincola Aluminum Contractors Inc.	\$82,579.00
GM Exteriors Inc.	\$46,559.20

Subsearches of title to Phases I, II and III of the Puccini Project and a chart showing the registered mortgages and construction lien claims against the remaining lots are attached hereto and marked as Exhibit "J".

OTHER CREDITORS

35. There are a number of trade creditors totalling approximately \$300,000. A number of these creditors have made demand for payment or commenced a collection action.

36. Puccini retained a number of consultants in connection with the development of the Puccini Project. These consultants have not been fully paid and are currently owed the total approximate amount of \$254,198.

37. Including myself and my wife Asma Jinnah, Silver Streams and Puccini have approximately 10 salaried and hourly employees and contractors that are involved in all aspects of the development and sale of the homes including construction management, marketing and after sales service and repairs. The employees are non-unionized and there are no pension plans. The aggregate cost for these services is approximately \$32,000 to \$40,000 payable monthly plus an allowance for car, phone and expenses. These payments are currently in arrears.

38. Puccini currently owes HST with respect to the sale of homes in the Puccini Project in the amount of approximately \$630,000, which amount is overdue.

CON-DRAIN COMPANY (1983) LIMITED ("CON-DRAIN")

39. In or about 2008 Silver Streams retained Con-Drain to provide earthworks, underground services, roads, curbs, asphalt and related labour and materials to the Puccini Project. Silver Streams was unable to pay Con-Drain the full amount outstanding.

40. In February 2010, Con-Drain registered two construction liens against title to Phases I, II and III of the Puccini Project. In March 2010, Silver Streams and Con-Drain entered into a settlement agreement. Under the terms of the settlement agreement, Silver Streams immediately paid Con-Drain \$550,000. Silver Streams agreed to pay Con-Drain a further \$50,000 per lot plus interest from future closings in the Puccini Project in accordance with the terms of a written undertaking. Con-Drain subsequently discharged its claims for lien.

41. Litigation has been commenced by Con-Drain against the Applicants arising from an allegation of default under the terms of the settlement agreement. Con-Drain claims payment of \$800,000. In August 2013, Con-Drain commenced an action in Newmarket. A copy of the statement of claim is marked as Exhibit "K". Statements of defence have not yet been filed.

42. On August 15, 2013, Con-Drain obtained an order from the Honourable Madam Justice Lack requiring that net proceeds from the sale of homes in the Puccini Project be paid to our lawyers', Chaitons LLP, trust account. Attached hereto and marked as Exhibit "L" is a true copy of the August 15, 2013 Order.

43. On October 15, 2013, a motion by Con-Drain to continue the order granted by Justice Lack was heard by the Honourable Madam Justice Gilmore. On November 20, 2013, Justice Gilmore released her endorsement. She ordered, among other things, that the Order of Justice Lack should be continued and that the net proceeds from the sale of homes up to the amount of \$800,000 be paid into Court. Attached hereto and marked as Exhibit "M" is a true copy of the November 20, 2013 Endorsement.

44. I am advised by Mr. Schwartz, that there is currently the sum of \$491,985.33 held in trust by Chaitons LLP which will be paid into Court pursuant to the Order of Justice Gilmore once the Order has been issued and entered.

REMAX REALTRON REALTY INC.

45. In September 2013, Remax commenced an action against Puccini, the Title Holders, myself and my wife seeking payment of \$250,000 allegedly due for real estate commissions in connection with the sale of homes in the Puccini Project. Attached hereto and marked as **Exhibit "N"** is a true copy of the Statement of Claim.

46. On September 24, 2013, Remax brought a motion for interim relief, seeking payment of real estate commissions into court from the sale of homes. The Honourable Mr. Justice Newbould ordered that "the vendor/owner is entitled to pay (1) all secured lenders and any lien claimant sufficient amount to permit each sale to close; (2) applicable HST; and (3) legal fees for the closing." The net proceeds were to be held in trust by Chaitons LLP to be paid out only on consent of the parties or further court order. Attached hereto and marked as **Exhibit "O"** is a true copy of the endorsement of Justice Newbould.

47. No further closings have taken place subsequent to September 24, 2013.

29

FINANCIAL POSITION OF THE APPLICANTS

48. Attached hereto collectively as Exhibit "P" are true copies of the financial statements of Silver Streams and Puccini Project Management Inc. ("Management") for the fiscal year ended November 30, 2012 and December 31, 2012 respectively. There are no interim financial statements for 2013.

49. Management is a related company to Silver Streams and Puccini. All assets, liabilities, revenues and expenses of Puccini are reflected in these financial statements since 2010. The last financial statements prepared for Puccini were prepared in draft for the fiscal year December 2010, a true copy of which is attached hereto as Exhibit "Q".

50. Attached hereto and marked collectively as Exhibit "R" are true copies of the financial statements for the Title Holders as at December 30, 2011. There are no further financial statements for the Title Holders. All proceeds of sale were recorded through Management and are reflected in Management's financial statements.

ANTICIPATED RESTRUCTURING

51. The Applicants' objective is to complete the 10 remaining homes in Phases II and III of the Puccini Project and to apply the net sale proceeds, after payment of operating costs and the costs of these proceedings, to payment of their creditors in the priority determined by the Court.

52. There are 3 homes in Phase II and 7 homes in Phase III that have not yet closed. BMO has a first mortgage registered against title to 7 of the lots. Home Trust has a first mortgage registered

against title to 2 of the lots and Foremost has a first mortgage registered against title to one of the lots. Certain of the private lenders have registered subsequent mortgages against title to the 10 lots. The claims for lien referred to above are also registered against title to some or all of these lots. The estimated net proceeds of the home sales are insufficient to discharge the encumbrances registered against these lots. Accordingly, I am advised by my lawyers that the completion and sale of these homes cannot be finalized by Puccini without the benefit of the Court granting a vesting order.

53. The details with respect to each of the remaining 10 homes are as follows:

- (a) Phase II, lots 23 and 24 - these homes have been completed and have not yet been sold. They have been listed for sale periodically over the last year. No further construction is required with respect to these homes;
- (b) Phase II, Lot 1 - this house is approximately 85% completed. Hardwood floors, certain plumbing, kitchen and bathroom counter tops, mirrors and painting is required. I estimate that the cost to do this work is approximately \$65,000. I expect this house to be sold for approximately \$1 million;
- (c) Phase III, lot 18 - this house has been presold for the price of \$895,000, however construction has not yet commenced. I believe that the cost to build this house is approximately \$255,000;
- (d) Phase III, lot 19 - this house is virtually constructed. There is some outstanding work with respect to the kitchen. I estimate that the cost to complete this home is \$11,700. The property was sold to a purchaser who defaulted under its Agreement of Purchase

and Sale. Silver Streams has retained the \$40,000 deposit and terminated the agreement and will resell this home;

- (e) Phase III, lot 20 - this house is approximately 85% complete. I estimate that the cost to complete the remaining work in the house is \$50,000. The house is not presold. In my view, the expected selling price for this home is \$935,000;
- (f) Phase III, lot 22 - this house has been presold for the price of \$980,000. The construction is approximately 85% complete. I estimate that there is \$44,000 worth of work to complete the home. The purchaser has sold his existing home and is currently living in a hotel waiting for the house to be completed. Attached hereto as Exhibit "S" is a copy of a letter from the purchaser's lawyer. Upon obtaining financing, the work can be completed within 2-3 weeks;
- (g) Phase III, lot 23 - this home requires approximately 50% of the construction to be completed. I estimate that \$125,000 worth of work is required to complete the home. The house has not been sold. I estimate the sale price to be approximately \$1.1 million;
- (h) Phase III, lot 24 - construction of this house is approximately 50% complete. I estimate the cost to complete the house to be approximately \$125,000. The house has not been sold. I estimate the sale price to be approximately \$1.1 million.
- (i) Phase III, lot 25 - this house is approximately 75% complete. I estimate that it will cost \$60,000 to complete the construction. The house has presold for the price of \$1,016,730. Upon obtaining financing, the required work can be completed within 3-4 weeks. To my knowledge, the purchaser is ready, willing and able to close the purchase of this home.

54. I estimate that the gross sale proceeds from the sale of these 10 homes will approximate \$8,000,000 - \$9,000,000 whereas the expected cost to complete the construction of the homes is approximately \$800,000 to \$1 million.

55. Silver Streams has continuing Tarion warranty obligations with respect to the sales of homes in Phases I, II and III of the Puccini Project. Tarion is concerned about Silver Streams' financial position. Attached hereto and marked collectively as Exhibit "T" are copies of the Tarion letters to Silver Streams dated November 19, 2013 and November 25, 2013.

56. I have personally guaranteed payment and performance of the Tarion obligations.

57. The ongoing servicing and deficiency work must be done. There are a number of home buyers who will be negatively impacted by our inability to provide this service.

58. Silver Streams is the best party to do the warranty work. We have a team in place, we are aware of the work that must be done and can do the work in an efficient, cost effective manner.

59. Silver Streams has provided letters of credit in favour of the Town of Richmond Hill to secure the performance of certain work under the terms of the Subdivision Agreement. The letters of credit are secured by \$2.6 million in cash held on deposit at BMO.

60. The work that is necessary to be completed by Silver Streams for the Municipality/Town includes the construction of a park, planting of trees, construction of sidewalks, final asphalt, curbs and final maintenance. The work needs to be done as soon as possible. We have been requested by

the Municipality of York Region and the Town of Richmond Hill to do so. It is for the benefit of the residents currently living in the Puccini Project that this work be completed.

61. I estimate the cost to complete the outstanding work to be \$600,000 which will result in a portion of the money currently held as cash collateral by BMO to secure the Letters of Credit to be released to Silver Streams when the work is completed.

STAY OF PROCEEDINGS

62. The Applicants require relief under the CCAA including a stay of proceedings in order to preserve the status quo and to obtain the necessary financing to complete the construction of the remaining 10 homes.

63. Without the benefit of CCAA protection, the Applicants will be unable to complete the homes, convey title to home buyers, complete the required work under the Subdivision Agreement, and comply with their Taron obligations.

DIP FINANCING

64. Attached hereto as Exhibit "U" is a copy of the Applicants' cash flow projection for the 13 week period from December 20, 2013 to March 14, 2014 which the Applicants have prepared in connection with these proceedings and which has been reviewed by Grant Thornton Limited ("Grant Thornton") for reasonableness. The cash flow projects an immediate need for working capital to pay operating expenses, and the costs of these proceedings.

65. Sandall Investments Limited (the "DIP Lender"), an affiliate of one of the private lenders, has offered to make available to the Applicants a debtor-in-possession loan in the maximum amount of \$1 million (the "DIP Loan") on the terms and conditions set out in a term sheet dated December 11, 2013 (the "DIP Loan Agreement"), a copy of which is attached hereto as **Exhibit "V"**.

66. It is a fundamental term of the DIP Loan that the Court grant an Initial Order on terms acceptable to the DIP Lender which shall require that the Monitor control the Applicants' receipts and disbursements and that the DIP Lender shall be entitled to the benefit of a charge (the "DIP Charge") which shall rank behind the Administration Charge (as defined below) but in priority to all other security interests, trusts, liens, construction liens (whether or not preserved or perfected) charges and encumbrances, statutory or otherwise in favour of any person.

67. As indicated above, the registered lien claims against the 10 homes is approximately \$3.5 million. If the lien claims have priority over the private mortgages there will be sufficient funds available from the sale proceeds of the homes to pay their claims. However, if the lien claims do not have priority over any of the mortgages, there will not be sufficient funds to pay their claims irrespective of the DIP financing. In either event, the lien claimants will not be materially prejudiced by the proposed DIP financing.

68. Without DIP financing, the Applicants will be unable to continue their business and complete the construction and sale of the remaining 10 homes, all to the material detriment of their stakeholders including the secured lenders and purchasers under executory agreements of purchase and sale.

VESTING ORDER

69. As indicated above, Puccini has entered into binding agreements to sell the houses on lots 22 and 25 of Phase III of the Puccini Project. Copies of the Agreements of Purchase and Sale for these homes are attached hereto as Exhibits "W" and "X", respectively. To my knowledge, the purchasers of these homes are ready, willing and able to close.

70. It is a condition of closing that Puccini transfer title to the homes free and clear of any encumbrances except those contemplated by the applicable agreements of purchase and sale. In the circumstances, Puccini is unable to do so without the benefit of a vesting order issued by this Court.

71. In order to avoid the additional expense of another motion, Puccini is also seeking at this time an order vesting in the respective purchasers all of the Applicants' rights, title and interest in and to the houses on lots 22 and 25 of Phase III of the Puccini Project free and clear of any encumbrances upon the delivery to the respective purchaser by the Monitor of a certificate confirming that the purchase price for the applicable house has been paid and the transaction has been completed (the "Monitor's Certificate").

72. As discussed above, the house located on lot 22 is close to being completed and the purchaser of this home is currently residing in a hotel. Puccini is responsible for the hotel and related costs incurred by the purchaser. It is anticipated that once the Initial Order and the Vesting Order are obtained, the purchaser can move into the house and the sale of the home can close subject to an agreed upon holdback for the minor work to be completed.

APPOINTMENT OF MONITOR

73. Grant Thornton has consented to act as the monitor of the Applicants under the CCAA. A copy of Grant Thornton's consent is attached hereto as **Exhibit "Y"**.

ADMINISTRATION CHARGE

74. It is contemplated that the proposed Monitor, counsel to the proposed Monitor and counsel to the Applicants would be granted a first priority Court-ordered charge on the assets, property and undertaking of the Applicants in priority to all claims but for the mortgages currently held in favour of BMO, Home Trust and Foremost (the "Administration Charge"), up to the maximum amount of \$500,000 in respect of their fees and disbursements, incurred at standard rates and charges. The Applicants believe that the Administration Charge is fair and reasonable in the circumstances.

CONCLUSION

75. Several of the mortgagees and lien claimants have commenced enforcement proceedings to recover payment of the amounts owing to them.

76. The Applicants are insolvent on both a balance sheet and cash flow basis. They cannot repay their secured indebtedness which is in excess of \$12 million or pay their trades who are owed approximately \$3.5 million.

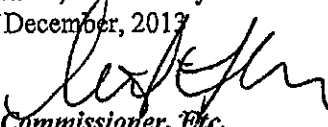
77. There are 10 homes that are either completed or under various stages of construction and that when closed, are expected to generate gross revenue of approximately \$8 million to \$9 million. Two

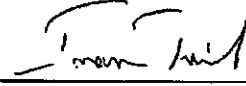
of the homes have been pre-sold to innocent third party purchaser who are ready, willing and able to close their purchases. One such purchaser is currently living in a hotel pending closing.

78. In the absence of CCAA protection and DIP financing, the completion and sale of the 10 homes will not occur. Moreover, the ongoing Tarion warranty service work and work required under the Subdivision Agreement will not be completed expeditiously nor in a cost effective manner.

79. For the reasons set out above, I believe that it is in the interests of the Applicants and all of their stakeholders that the relief sought by the Applicants is granted.

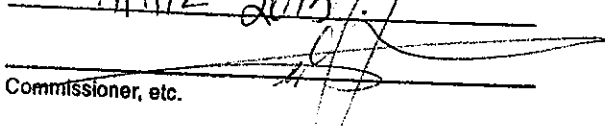
SWORN before me at the City
of Toronto, Province of
Ontario, this 11th day
of December, 2013


A Commissioner, Etc.


Imran Jinnah

Michael Robert Kril-Mascarin, a Commissioner,
Province of Ontario, while a
Student-at-Law.
Expires August 12, 2016.

THIS IS EXHIBIT " D " TO THE AFFIDAVIT
OF FRANK DEL FATTI SWORN
BEFORE ME, THIS 6TH DAY OF
APRIL 2015



Commissioner, etc.

Lida Aghazadeh, a
Commissioner, etc., Province of Ontario,
for Klein & Associates Professional
Corporation, Barristers and Solicitors.
Expires March 6, 2016.

LABOUR AND MATERIAL CONTRACT

Trade Description: MASONARY

THIS CONTRACT made this ____ day of APRIL, 2013.

BETWEEN:

Silver Streams Homes Puccini Inc. Tel: (905) 508- 7186
103 Naughton Drive Fax: (289) 234-0914
Richmond Hill, Ontario
L4C 8B3

("The Owner")
OF THE FIRST PART

- and -

Medi Group Inc. Tel: (416) 741-2737
56 Brockport Drive Fax: (416) 741-1593
Toronto, Ontario M9W 5N1

WSIB # _____
("Contractor")

OF THE SECOND PART

In consideration of the payment by The Owner to the Contractor of the amounts set out in Schedule "B" attached hereto, the Contractor agrees to supply the goods and services set out in Schedule "A" attached hereto on a dwelling by dwelling basis and in strict compliance with the plans and specifications supplied by The Owner and in accordance with the following terms and conditions which may only be varied by an executed schedule attached to this Contract as an Addendum and initialed by the parties:

1. The labour and/or material and scope of work as set out in Schedule "A" shall be supplied by the Contractor to the job site known as:

Symphony Series - Puccini Phase-3 (Bathurst/ King St.), Richmond Hill

(the "Site")

SA

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LABOUR AND MATERIAL CONTRACT

2. The Owner agrees to pay, against verified/certified invoices, the Contractor for the supply of labour and/or material billed, in accordance with the fixed pricing set out in Schedule "B" attached hereto, with only H.S.T. being extra (the "Contract Price").
3. All Contractor's invoices shall be accompanied by a completion slip signed by the Owner's Site Superintendent. **Each Lot should have a separate invoice.** The Contractor shall only be authorized to proceed with the agreed upon work on a dwelling by dwelling basis once authorized by the Owner. The Owner reserves the right to add or delete dwellings from this Contract. The balance of the Contract Price will be paid to the Contractor forty-six (46) days following the date of final completion of the work, provided that no liens have been filed and that the work receives the complete approval of the Owner as well as The Owner's architect and engineer. Prior to final payment of the Contract Price the Contractor shall supply The Owner with a clearance certificate from the Workplace Safety & Insurance Board in respect of its workers and a statutory declaration that all of the Contractor's sub-trades, if any, have been paid in full.
4. The Owner shall not be responsible for the payment of any additional labour or material costs not specifically provided for herein unless a purchase order has been issued and approved in writing by The Owner's head office, and the request for payment for said labour and material shall be submitted to the Owner with a completion slip signed by the Site Superintendent.
5. All payments, whether progress or final, to be made by the Owner to the Contractor are subject to the lien holdback provisions provided for by the Construction Lien Act. The Contractor agrees that no lien will be filed against the whole or any part of the Property without all of the work associated therewith being substantially completed and without first giving The Owner at least three (3) business days prior written notice of its intention to file a lien. ~~Any lien shall only be registered on the dwelling to which the unpaid amount relates. Neither the final payment nor any part thereof shall become due until the Contractor obtains and delivers to the Owner a declaration of last supply and a complete release of all liens arising out of this Contract provided however, that the Contractor may, in the alternative, furnish a bond satisfactory to the Owner to indemnify the Owner against any claim under such liens. In the event that the Contractor registers a lien in contravention of this agreement, then the Owner shall be entitled to deduct the sum of Fifteen (15%) percent of the Contract Price from any payment otherwise due to the Contractor which the Contractor agrees is the Owner's liquidated damages for such breach.~~

LABOUR AND MATERIAL CONTRACT

6. The Contractor agrees to comply with all the rules, by-laws and regulations of every governmental or municipal authority relating to construction, payment of employment insurance, holiday pay and workers' compensation. Further, where applicable, the work shall be completed in full compliance with directives of the Central Mortgage and Housing Corporation. The Contractor shall obtain and pay for all necessary permits or licenses required for the execution of the work and pay all required fees.
7. At the sole option of the Owner, the Contractor agrees to provide The Owner with a performance bond in the amount stipulated by The Owner, which amount shall be available to the Owner forthwith in the event of non-performance by the Contractor of any of the terms and provisions of this Contract, including any schedules attached hereto. The cost of obtaining such performance bond shall be paid by the Contractor.
8. The Contractor hereby indemnifies and saves the Owner harmless of and from any and all claims, demands, costs, damages or actions whatsoever arising out of the provision of work and/or material to the Site by the Contractor, or by those for whom the Contractor is in law responsible. The Contractor agrees to maintain adequate insurance against such claims which may be made for damages to property and for personal injury, including death, with minimum liability coverage of Two Million Dollars (\$2,000,000.00) per occurrence with payment to The Owner and the Contractor as their interests may appear. Certificates of insurance, duly signed by the Insurance Company, shall be filed with the Owner showing the Owner as a named insured thereunder. The Contractor shall be responsible for injury or death to its employees, agents and subcontractors while riding in any The Owner vehicle.
9. The Contractor hereby guarantees the work and materials provided by it or its sub-trades for the period of time as stated in the attached Schedule "A" and agrees to correct any deficiencies in connection therewith forthwith after notice by the Owner of same. The guarantee period shall start to run from the date of substantial performance as defined in the Construction Lien Act.
- SEVEN 10. The Contractor agrees to begin and carry on the work referred to herein within ~~one (1)~~ 7 business day from being so notified to do so by The Owner and shall continue with all due dispatch and complete the work in a prompt, diligent, good and workmanlike manner with a minimum of interference with the Owner or other contractors and shall be complete in every detail notwithstanding that every item necessarily involved is not particularly mentioned in the plans and specifications. All materials shall be new unless otherwise agreed upon.

LABOUR AND MATERIAL CONTRACT

11. There shall be only one single point of contact from the Contractor for all the work under this contract. Owner will only inform the Contractor about the required work through this contact person. This contact person will be responsible for coordinating all the work within the Contractor's organization.
12. The Contractor shall commence its work under this contract within 24 hours of written or verbal notice from the Owner to do so.
13. The Contractor acknowledges that he is under the general control of the Owner and shall accede to the reasonable requests of the Owner in the provision of the goods and services hereunder so as to facilitate the timely completion of the project being built on the Site. The Contractor agrees that no changes shall be made or any additional work done in respect of the plans and specifications unless the same have been ordered by the Owner in writing. Minor changes and/or revisions to the plans and specifications are to be incorporated at no extra charge.
14. In the event the Contractor fails to commence and proceed with the work as set out in this Contract, the Owner may, in addition to its other remedies, terminate this Contract and the Contractor shall be responsible for all damages or costs arising out of such default.
15. The Contractor agrees to correct any deficiencies forthwith after receiving written notification of same from the Owner, failing which, the Owner may attend to same at the Contractor's expense. An administrative fee (the "Administration Charge") of the greater of Two Hundred and Fifty Dollars (\$250.00) plus H.S.T. per occurrence or fifteen (15%) percent of the cost of rectification plus HST will be charged by the Owner to the Contractor for any deficiencies corrected by the Owner. Further, the Contractor agrees to correct any deficiencies or infractions that have been noted by any of Central Mortgage and Housing Corporation, municipal building inspectors or the Owner's consulting engineer. In connection with such corrections, the Owner shall be entitled to direct the Contractor to make such additions, alterations or other changes from the work done and is hereby authorized by the Contractor to deduct the cost of same from any payment due to the Contractor unless otherwise agreed directed pursuant to a written agreement.
16. The Contractor agrees to affix/install proper cardboard on top of the installed hardwood immediately after completion of work in order to protect the hardwood from scratches/damage.

LABOUR AND MATERIAL CONTRACT

17. The Contractor agrees to leave the Site "broom clean" and free of garbage and debris and in accordance with such further reasonable requirements of the Site Superintendent, failing which, the Owner may proceed to have this work done and shall deduct the cost of same plus the Administration Charge from any payment owing to the Contractor. The Contractor shall be responsible to ensure that all trucks making deliveries to it do not track mud onto municipal roads when leaving the Site. If the Contractor breaches this provision, any road cleaning costs attributable thereto plus the Administration Charge will be back charged to the Contractor.
18. The Contractor agrees to compare its working drawings with those approved by the local building and zoning department, Central Mortgage and Housing Corporation, if applicable, and to transfer any changes to its working drawings. The approved drawings will be available for comparison at the Site Superintendent's office. All work shall be completed in accordance with the Ontario Building Code, National Building Code, local by-laws and, if applicable, to requirements of Central Mortgage and Housing Corporation, Ontario Housing Corporation, the Owner's mortgagee and to the Owner's Site Superintendent. The working drawings are the property of the Owner and shall be returned to the Owner when the work is completed.
19. In connection with the supply of labour and/or material described in this Contract, the Contractor shall comply with all construction requirements of the Owner and all federal, provincial and municipal laws, regulations and codes in force at the date of issuance of the building permits, including, but without limiting the generality of the foregoing:
- (a) The Ontario Building Code;
 - (b) CMHC Builder's Bulletins;
 - (c) Ontario Electricity Safety Code;
 - (d) The Occupational Health and Safety Act; and
 - (e) The Worker's Compensation Act

Together with all regulations thereunder, amendments thereto or substitutions therefore, the Contractor shall be responsible for and shall forthwith correct or remedy any violations of such requirements, laws, regulations and codes in force at the date of this Contract or issued or enacted during the course of this Contract. The Owner may require the Contractor to furnish to it any construction inspection reports as the Contractor may be required to obtain by municipal authorities or as may become available to the Contractor.

LABOUR AND MATERIAL CONTRACT

20. Without restricting the generality of the foregoing, the Contractor warrants and represents to the Owner that the Contractor is fully familiar with its obligations under the Occupational Health and Safety Act (the "OHSA") and agrees to fully comply with its obligations thereunder in carrying out the work described in this Contract. The Contractor acknowledges that the Owner is relying on the Contractor's warranty and representation as set out in this paragraph in entering into this Contract. In particular and without limiting the obligations of the Contractor hereunder, the Contractor specifically agrees with the Owner that:
- (a) It has an occupational health and safety policy which complies with current requirements and has set up a program to implement such policy, and shall post such policy at the Site where its workers will be most likely to see it;
 - (b) It has read and understands the Owner's Safety Policy and agrees to abide by the recommendations contained therein and further agrees that it will make all of its employees aware of the policy;
 - (c) It will take every precaution reasonable in the circumstances for the protection of its workers and other workers at the Site;
 - (d) It will ensure that all obligations of the OHSA with the respect to the appointment of health and safety representatives and joint health and safety committees are complied with and to co-operate with the Owner and other Contractors in that regard;
 - (e) It will comply with all of its obligations pursuant to the OHSA with respect to toxic substances ("WHMIS" requirements) including posting copies of any orders or directives from the Ministry of Labour, ensuring that all Hazardous Materials as defined by the OHSA or regulations brought on to the Site by the Contractor are identified in the prescribed manner, ensuring that material safety data sheets ("MSDS") are prepared and distributed and posted as necessary, and ensuring that all worker instruction and training requirements of the OHSA are fully satisfied;
 - (f) It will fully co-operate with the Owner and the Ministry of Labour in all matters relating to the OHSA and to provide to them on request such evidence in writing of such compliance as is or should be available, including evidence of WHMIS training where applicable; and
 - (g) It will require any of its Subcontractors to agree with it in writing to comply with all of the Subcontractor's obligations pursuant to the OHSA and as specified in this paragraph.
 - (h) In an emergency, the Owner's representative may stop the progress of work whenever in their opinion such stoppage may be necessary to ensure the safety of life, work or neighbouring property.
 - (i) All accidents must be reported to the Owner's representative and all accidents requiring medical aid or involving lost time must be reported to the Worker's Safety & Insurance Board on the usual forms. A copy of each report and form must be submitted to the Owner's representative on site.

LABOUR AND MATERIAL CONTRACT

21. The Contractor shall, to the full extent permitted by law, defend, indemnify and save harmless the Owner and its directors, officers, employees and agents of and from and against any and all claims, demands, losses, costs, damages, actions, suits or proceedings directly or indirectly arising or alleged to arise out of the failure by the Owner to comply with any of its obligations under the OHSA with respect to matters for which the Contractor is responsible pursuant to this Contract.
22. If the Contractor should neglect to perform the work provided for herein in compliance with the OHSA to a substantial degree or repeatedly fails to comply with its obligations under the OHSA to a lesser degree, the Owner may notify the Contractor in writing that the Contractor is in default of its obligations pursuant to this Contract and shall instruct the Contractor to forthwith correct such default failing which the Owner shall have the right to terminate this Contract and have the work completed by an alternative contractor in which case the Contractor shall be responsible for any additional costs which the Owner may hereby incur plus the Administration Charge. :
23. The Contractor will enter into the Occupational Health & Safety Management Sub-Contractor Agreement which will be part of this contract.
24. The Contractor authorizes and directs the Ministry of Labour to provide to the Owner full particulars of the Contractor's safety records and any orders issued against the Contractor by the Ministry of Labour, both with respect to the immediately preceding two-year period, and the Contractor warrants and represents to The Owner that the number of worker days lost by the Contractor during the immediately preceding two-year period due to construction accidents is days **[CONTRACTOR TO INSERT]**.
25. The Contractor shall not employ any persons on the Site whose labour union affiliations or lack thereof may cause delay or stoppage of work or whose labour union affiliations or lack thereof are such as may result in delay in the execution of any part of the project of which the work described herein forms a part. If applicable and prior to commencement of work, the Contractor shall provide to the Owner a certificate or letter from such union stating that the Contractor is in good standing with the appropriate union.

9/15

LABOUR AND MATERIAL CONTRACT

26. Prior to commencing the work, the Contractor shall provide evidence of compliance with the requirements of the Worker's Compensation Act including payments due thereunder and worker's compensation numbers, together with unemployment insurance numbers, and shall provide further such clearances at the completion of the work and monthly during the course of construction. In the event that the Contractor shall fail to comply as aforesaid, the Owner may, in addition to its other remedies, withhold sufficient monies from the Contractor and use same to cure the Contractor's default. The Contractor shall, to the full extent permitted by law, defend, indemnify and save harmless The Owner and its directors, officers, employees and agents from and against any and all claims, demands, losses, costs, damages, actions, suits or proceedings directly or indirectly arising out of obligations of the Owner pursuant to the Workers' Compensation Act with respect to any employees of the Contractor.
27. The Contractor agrees to ensure that every worker employed on the Site shall be paid the applicable minimum wage in respect of the work performed at the Site.
28. The Contractor shall confine its machinery, storage of materials and his work to limits indicated by by-law, permits or directions of The Owner and shall not unreasonably encumber the Site with its materials. The Owner shall not be responsible for lost or stolen tools, machinery or materials prior to being installed. The Contractor shall not load or permit any part of the building under construction to be loaded with a weight that will endanger the Contractor's or building's safety. The Contractor shall further enforce The Owner's instructions regarding signs, advertisements, fires and smoking.
29. The Contractor shall give its work its constant supervision at the Site and in his absence, shall place a fully competent foreman in charge of the work at the Site who shall remain in charge until all of the work is completed.
30. In the event that the Contractor becomes insolvent or is declared bankrupt at any time before final payment is made, the Owner shall have the right to holdback ten percent (10%) of the Contract Price until the expiration of the guarantee period as set out above. The Owner agrees to hold these funds in trust until the expiry of the guarantee period and the Owner shall have the right to use the amount held in

LABOUR AND MATERIAL CONTRACT

trust to make good any defects arising from the Contractor's work. Should the Contractor become insolvent or at any time refuse or neglect to supply sufficient properly skilled workers or material of the proper quality, or fail in any respect to perform the work with promptness and diligence, or fail in the performance of any of the provisions herein contained, the Owner in its sole discretion, shall be at liberty to terminate this Contract and to enter on the Site and take possession for the purpose of completing the work under this Contract, of all materials, tools and appliances and to employ any other person to finish the work. In case of such termination, the Contractor shall not be entitled to receive any further payments under this Contract until the work is completed, at which time, if the unpaid balance of the amount to be paid under the Contract shall exceed the expense of the Owner in finishing the work plus the Administration Charge, the excess shall be paid by the Owner to the Contractor but if such expense shall exceed such unpaid balance, the Contractor shall pay the difference to The Owner.

31. The Contractor shall do all cutting, fitting or patching of its work that may be required to make several parts come together properly and fitted to receive the work of other contractors as shown on the working drawings. The Contractor agrees not to endanger any existing work by cutting, digging or otherwise and shall not cut or alter the work of any other contractor except with the written consent of the Owner's consulting engineer. The Contractor shall repair forthwith any damage to curbs caused by the Contractor's vehicles, machinery or workers. Prior to the commencing work on each dwelling, the Contractor must ensure the correctness of work done previously by others which may affect its work and if any omissions or discrepancies are found, the Site Superintendent is to be notified immediately. If the Contractor fails to comply with this condition, the Contractor at its own expense shall remove and replace any part of its work required to rectify the work of another contractor and replace or repair the work of any other contractor damaged in such removal or replacement.
32. Prior to release of any holdbacks and upon completion of project, Contractor shall furnish to the Owner all warranty certificates, operating manuals and maintenance manuals and such other material as the Owner may require.
33. Notice may be given by either party to the other by delivering same to the address noted above or such other address as may be directed by the parties by personal delivery or by facsimile (fax). The notice shall be deemed to be received on the date it was delivered or sent. Email shall not be considered a valid form of notice or communication under the terms and conditions of this Contract.

LABOUR AND MATERIAL CONTRACT

34. Time shall be of the essence in this Contract.
35. This Contract shall be interpreted and governed in accordance with the laws in force in the Province of Ontario.
36. The Contractor shall not assign this Contract. The Contractor also agrees not to subcontract work without the written permission of the Owner and if such permission is given, then the Contractor agrees to bind every subcontractor by the terms and conditions of this Contract.
37. The Contractor shall not deal directly with the purchasers of any dwelling prior to occupancy without the consent of the Owner.
38. It is understood that open fires are prohibited under legislation of the Province of Ontario. Accordingly the Contractor covenants and agrees that they shall not start, or permit to be started, fires or any kind whatsoever on the Site.
39. All equipment that uses fuel must have fire extinguishers within close proximity of the area in which they are being used. It is the Contractor's responsibility to provide the necessary fire extinguishers.
40. No amendment or alteration of this Contract shall be valid or binding unless made in writing and signed by the parties.
41. The parties hereto acknowledge that they have read this Contract, understand it, and agree to be bound by its terms and conditions; and further that it is the complete and exclusive agreement between the parties hereto which supersedes any representations, promises, warranties, covenants, conditions, proposals or prior agreements, oral or written, or any other communications relating to the subject matter of this Contract.
42. ~~Each house 3000 sq ft and below to be completed in all respects in 4 days and each house above 3000 sq ft shall be completed in all respects in 5 days.~~
43. All the drawings and specifications received the Contractor will also be required to be followed.
44. The payment terms specified under the Escrow Agreement shall supersede the terms of payments given in this contract

8/65

LABOUR AND MATERIAL CONTRACT

IN WITNESS WHEREOF the parties have executed this Contract on the date first above written.

("CONTRACTOR")

MEDI GROUP INC

Per:

Witness:

DOMINIC MONTEMURRO
A.S.O.

Name:
Position:

Name:

("THE OWNER")

Per:

Witness:

Suhail A. Siddiqui

Name: SUHAIL A. SIDDIQUI
Position: f SILVER STREAMS HOMES
PUCCINI INC

Name:

LABOUR AND MATERIAL CONTRACTTrade Description: PAINTINGTHIS CONTRACT made this ____ day of May, 2013.**BETWEEN:**

Silver Streams Homes Puccini Inc. Tel: (289) 234-0514
P.O. Box 30534 Fax: (289) 234-0914
10660 Yonge
Richmond Hill, Ontario L4C 0C7
("The Owner")

OF THE FIRST PART

- and -

1865721 Ontario Inc Tel: (647) 382-8875
7613 Wrenwood Cresc Fax: (647) 673-7468
Mississauga, Ontario L4T 2V8
WSIB # 4698522
("Contractor")

OF THE SECOND PART

In consideration of the payment by The Owner to the Contractor of the amounts set out in Schedule "B" attached hereto, the Contractor agrees to supply the goods and services set out in Schedule "A" attached hereto on a dwelling by dwelling basis and in strict compliance with the plans and specifications supplied by The Owner and in accordance with the following terms and conditions which may only be varied by an executed schedule attached to this Contract as an Addendum and initialed by the parties:

1. The labour and/or material and scope of work as set out in Schedule "A" shall be supplied by the Contractor to the job site known as:

Symphony Series - Puccini Phase-3(Bathurst/ King St.), Richmond Hill

(the "Site")

L.P

5/18

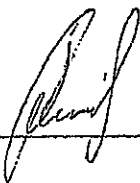
LABOUR AND MATERIAL CONTRACT

IN WITNESS WHEREOF the parties have executed this Contract on the date first above written.

("CONTRACTOR")

Per:

Witness:



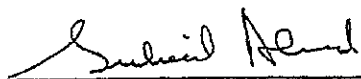
Name: Ismail Parmaksizoglu
Position: Operations Manager
1865721 Ontario Inc.

Name:

("THE OWNER")

Per:

Witness:



Name: SUHAİL A. SIDDİQUİ
Position: f SILVER STREAMS HOMES
PUCKIN, INC.

Name:

LABOUR AND MATERIAL CONTRACT

Trade Description: CONCRETE FORMING

THIS CONTRACT made this 13 day of JUNE, 2004. *SAS 4.*

BETWEEN:

Silver Streams Homes Puccini Inc. Tel: (905) 508- 7186
103 Naughton Drive Fax: (905) 508-3671
Richmond Hill, Ontario
L4C 8B3

("The Owner")
OF THE FIRST PART

- and -

Canadian Concrete Forming Ltd Tel: (905) 738-5151
100 Creditstone Road. Fax: (905) 738-2484
Concord, Ontario L4K 1P2
WSIB # _____

("Contractor")

OF THE SECOND PART

In consideration of the payment by The Owner to the Contractor of the amounts set out in Schedule "B" attached hereto, the Contractor agrees to supply the goods and services set out in Schedule "A" attached hereto on a dwelling by dwelling basis and in strict compliance with the plans and specifications supplied by The Owner and in accordance with the following terms and conditions which may only be varied by an executed schedule attached to this Contract as an Addendum and initiated by the parties:

1. The labour and/or material and scope of work as set out in Schedule "A" shall be supplied by the Contractor to the job site known as:

Symphony Series - Puccini Phase-2(Bathurst/ King St.), Richmond Hill

(the "Site")

SAS

LABOUR AND MATERIAL CONTRACT

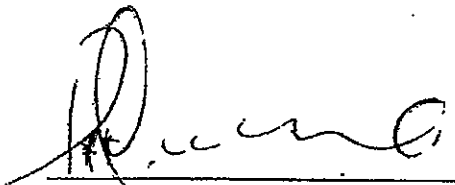
IN WITNESS WHEREOF the parties have executed this Contract on the date first above written.

("CONTRACTOR")

CANADIAN CONCRETE FORMING

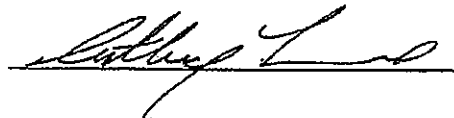
Per:

Witness:



Name:

Position:

PAT LAMANNA
PRESIDENT

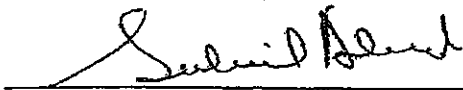
Name:

Anthony Longera

("THE OWNER")

Per:

Witness:



Name:

Position:

SUHAIL A. SIDDIQUI
PROJ. MANAGER

Name:

LABOUR AND MATERIAL CONTRACTTrade Description: TILETHIS CONTRACT made this _____ day of MAY, 2013.**BETWEEN:**

Silver Streams Homes Puccini Inc. Tel: (289) 234-0514
P.O.Box # 30534 Fax: (289) 234-0914
10660 Yonge St
Richmond Hill, Ontario
L4C 0C7

("The Owner")
 OF THE FIRST PART

- and -

Ordel Flooring Tel: (905) 660-9525
75 Fernstaff Court Fax: (905) 660-9526
Vaughn Ontario L6K 3P8
 _____ WSIB # _____

("Contractor")

OF THE SECOND PART

In consideration of the payment by The Owner to the Contractor of the amounts set out in Schedule "B" attached hereto, the Contractor agrees to supply the goods and services set out in Schedule "A" attached hereto on a dwelling by dwelling basis and in strict compliance with the plans and specifications supplied by The Owner and in accordance with the following terms and conditions which may only be varied by an executed schedule attached to this Contract as an Addendum and initialed by the parties:

1. The labour and/or material and scope of work as set out in Schedule "A" shall be supplied by the Contractor to the job site known as:

Symphony Series - Puccini Phase-3 (Bathurst/ King St.), Richmond Hill

(the "Site")

SAS



LABOUR AND MATERIAL CONTRACT

IN WITNESS WHEREOF the parties have executed this Contract on the date first above written.

("CONTRACTOR")

Per:

Witness:



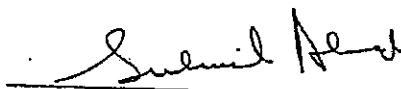
Name: GOLD ELLIS
Position: PRESIDENT.

Name:

("THE OWNER")

Per:

Witness:



Name: SUHAIL A. SIDDIQUI
Position: f SILVER STREAMS HOMES
PUCCINI INC.

Name:



LABOUR AND MATERIAL CONTRACTTrade Description: TRIMS & DOORSTHIS CONTRACT made this 22nd day of April, 2013.**BETWEEN:**

Silver Streams Homes Puccini Inc. Tel: (289) 234- 0514
103 Naughton Drive Fax: (289) 234-0914
Richmond Hill, Ontario
L4C 8B3

("The Owner")
 OF THE FIRST PART

- and -

E. D. Carpentry Ltd Tel: (416) 452-9721
3302 Cardross Road Fax: (905) 848-8215
Mississauga, Ontario L4X 2N2

WSIB # _____
 ("Contractor")

OF THE SECOND PART

In consideration of the payment by The Owner to the Contractor of the amounts set out in Schedule "B" attached hereto, the Contractor agrees to supply the goods and services set out in Schedule "A" attached hereto on a dwelling by dwelling basis and in strict compliance with the plans and specifications supplied by The Owner and in accordance with the following terms and conditions which may only be varied by an executed schedule attached to this Contract as an Addendum and initialed by the parties:

1. The labour and/or material and scope of work as set out in Schedule "A" shall be supplied by the Contractor to the job site known as:

Symphony Series -- Puccini Phase-3 (Bathurst/ King St.), Richmond Hill

(the "Site")

SAS

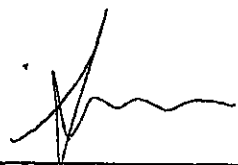
LABOUR AND MATERIAL CONTRACT

IN WITNESS WHEREOF the parties have executed this Contract on the date first above written.

("CONTRACTOR")

Per:

Witness:



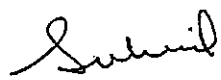
Name: **SAM DiBACCO**
Position: **GENERAL MANAGER**
E.A. CARPENTERS

Name:

("THE OWNER")

Per:

Witness:



Name: **SUHAIL A. SIDDIQUI**
Position: **f SILVER STREAMS HOMES**
PUCINI INC

Name:

LABOUR AND MATERIAL CONTRACT

Trade Description: DRYWALL

THIS CONTRACT made this ____ day of AUGUST, 2011.

BETWEEN:

Silver Streams Homes Puccini Inc. Tel: (905) 508- 7186
103 Naughton Drive Fax: (905) 508-3671
Richmond Hill, Ontario
L4C 8B3

("The Owner")
OF THE FIRST PART

- and -

Formont Drywall Contracting Tel: (905) 792-2718
495 Deerhurst Drive Fax: (905) 792-7995
Brampton, Ontario L6T 5K3

WSIB # _____
("Contractor")

OF THE SECOND PART

In consideration of the payment by The Owner to the Contractor of the amounts set out in Schedule "B" attached hereto, the Contractor agrees to supply the goods and services set out in Schedule "A" attached hereto on a dwelling by dwelling basis and in strict compliance with the plans and specifications supplied by The Owner and in accordance with the following terms and conditions which may only be varied by an executed schedule attached to this Contract as an Addendum and initialed by the parties:

1. The labour and/or material and scope of work as set out in Schedule "A" shall be supplied by the Contractor to the job site known as:

Symphony Series - Puccini Phase-2(Bathurst/ King St.), Richmond Hill

(the "Site")

LABOUR AND MATERIAL CONTRACT

IN WITNESS WHEREOF the parties have executed this Contract on the date first above written.

("CONTRACTOR")

FOREMONT DRYWALL CONTRACTING

Per: MARY MONTAGNER

Witness:

M. Montagner

Name:
Position:

Name:

("THE OWNER")

Per:

Witness:

Sunil A. Siddiqui

Name: SUNIL A. SIDDIQUI
Position: f SILVER STREAMS
HOMES PIZZINI INC.

Name:

LABOUR AND MATERIAL CONTRACT

IN WITNESS WHEREOF the parties have executed this Contract on the date first above written.

("CONTRACTOR")

Per:

Witness:



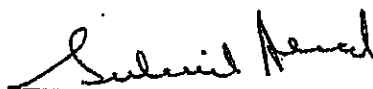
Name:
Position:

Name:

("THE OWNER")

Per:

Witness:



Name: SUMAHL A. SUDDIQUI
Position: f SILVER STREAMS HOMES
PUCCINI INC.

Name:

62

LABOUR AND MATERIAL CONTRACT

Trade Description: EXTERIOR TRIMS

THIS CONTRACT made this 20th day of SEPTEMBER, 2011.

BETWEEN:

Silver Streams Homes Puccini Inc. Tel: (905) 508-7186
103 Naughton Drive Fax: (905) 508-3671
Richmond Hill, Ontario
L4C 8B3

("The Owner")
OF THE FIRST PART

- and -

GM Exteriors Inc. Tel: (416) 798-8383
2010 Albion Road Fax: (416) 798-9979
Etobicoke, Ontario M9W 7K5
WSIB # _____

("Contractor")

OF THE SECOND PART

In consideration of the payment by The Owner to the Contractor of the amounts set out in Schedule "B" attached hereto, the Contractor agrees to supply the goods and services set out in Schedule "A" attached hereto on a dwelling by dwelling basis and in strict compliance with the plans and specifications supplied by The Owner and in accordance with the following terms and conditions which may only be varied by an executed schedule attached to this Contract as an Addendum and initialed by the parties:

1. The labour and/or material and scope of work as set out in Schedule "A" shall be supplied by the Contractor to the job site known as:

Symphony Series - Puccini Phase-2(Bathurst/ King St.), Richmond Hill

(the "Site")

SKS

MS

IN WITNESS WHEREOF the parties have executed this Contract on the date first above written.

("CONTRACTOR")

Per:

Witness:

Safarabefard

Name: MASOUD SAFARABEFARD
Position:

Name:

("THE OWNER")

Per:

Witness:

Siddiqui

Name: SUHAIL A. SIDDIQUI
Position: f SILVER STREAMS
HOMES PUECINI INC.

Name:

Ph 3-1

64

LABOUR AND MATERIAL CONTRACT

Trade Description: PLUMBING

THIS CONTRACT made this ____ day of FEBRUARY, 2013.

BETWEEN:

Silver Streams Homes Puccini Inc. Tel: (905) 508-7186
103 Naughton Drive Fax: (905) 508-3671
Richmond Hill, Ontario
L4C 8B3

("The Owner")
OF THE FIRST PART

- and -

Pave Plumbing & Heating Inc. Tel: (905) 737-1262
360 Enford Road Fax: (905) 8836214
Richmond Hill, Ontario L4C 3G1
WSIB # _____

("Contractor")

OF THE SECOND PART

In consideration of the payment by The Owner to the Contractor of the amounts set out in Schedule "B" attached hereto, the Contractor agrees to supply the goods and services set out in Schedule "A" attached hereto on a dwelling by dwelling basis and in strict compliance with the plans and specifications supplied by The Owner and in accordance with the following terms and conditions which may only be varied by an executed schedule attached to this Contract as an Addendum and initiated by the parties:

1. The labour and/or material and scope of work as set out in Schedule "A" shall be supplied by the Contractor to the job site known as:

Symphony Series - Puccini Phase-3 (Bathurst/ King St.), Richmond Hill

(the "Site")

SAS

Ph 3-11

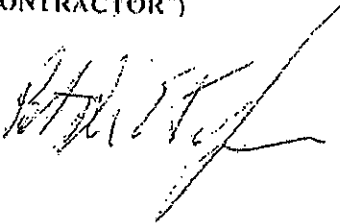
65

LABOUR AND MATERIAL CONTRACT

IN WITNESS WHEREOF the parties have executed this Contract on the date first above written.

("CONTRACTOR")

Per:



Witness:

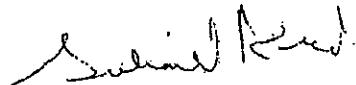
Name: Pat Di Stefano
Position: President

Name:

("THE OWNER")

Per:

Witness:



Name: SUHAIL A. SIDDIQUI
Position: SILVER STREAMS WORLD
INC.

Name:

PHASE 3

66

LABOUR AND MATERIAL CONTRACT

Trade Description: CARPENTRY

THIS CONTRACT made this ____ day of November, 2012.

BETWEEN:

Silver Streams Homes Puccini Inc. Tel: (905) 508-7186
103 Naughton Drive Fax: (905) 508-3671
Richmond Hill, Ontario
L4C 8B3

("The Owner")
OF THE FIRST PART

- and -

Pilbro-III Inc Tel: (416) 244-2557
13 Roxaline St Fax: (416) 244-3116
Etobicoke, Ontario M9P 2Y6

WSIB # _____
("Contractor")

OF THE SECOND PART

In consideration of the payment by The Owner to the Contractor of the amounts set out in Schedule "B" attached hereto, the Contractor agrees to supply the goods and services set out in Schedule "A" attached hereto on a dwelling by dwelling basis and in strict compliance with the plans and specifications supplied by The Owner and in accordance with the following terms and conditions which may only be varied by an executed schedule attached to this Contract as an Addendum and initialed by the parties:

1. The labour and/or material and scope of work as set out in Schedule "A" shall be supplied by the Contractor to the job site known as:

Symphony Series - Puccini Phase-3(Bathurst/ King St.), Richmond Hill

(the "Site")

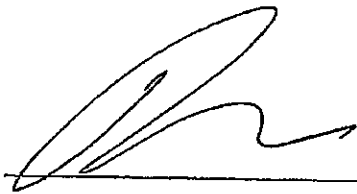
LABOUR AND MATERIAL CONTRACT

IN WITNESS WHEREOF the parties have executed this Contract on the date first above written.

("CONTRACTOR")

Per:

Witness:



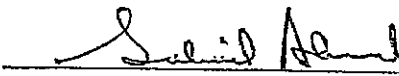
Name: ANTONIO RIVERO
Position: PRESIDENT

Name:

("THE OWNER")

Per:

Witness:



Name: SUBAL A. SIDDIQUI
Position:

Name:

LABOUR AND MATERIAL CONTRACT

Trade Description: : ELECTRICAL

THIS CONTRACT made this 28 day of FEBRUARY, 2013.

BETWEEN:

Silver Streams Homes Puccini Inc. Tel: (905) 508- 7186
103 Naughton Drive Fax: (905) 508-3671 289-239-0914
Richmond Hill, Ontario
L4C 8B3

("The Owner")
 OF THE FIRST PART

- and -

Solo Electrical Ltd. Tel: (416) 984-7646
13205 McLaughlin Rd, Caledon, Fax: (905) 838-5929
Ontario L7C 2B1
WSIB #

("Contractor")

OF THE SECOND PART

In consideration of the payment by The Owner to the Contractor of the amounts set out in Schedule "B" attached hereto, the Contractor agrees to supply the goods and services set out in Schedule "A" attached hereto on a dwelling by dwelling basis and in strict compliance with the plans and specifications supplied by The Owner and in accordance with the following terms and conditions which may only be varied by an executed schedule attached to this Contract as an Addendum and initialed by the parties:

1. The labour and/or material and scope of work as set out in Schedule "A" shall be supplied by the Contractor to the job site known as:

Symphony Series - Puccini Phase-3 (Bathurst/ King St.), Richmond Hill

(the "Site")

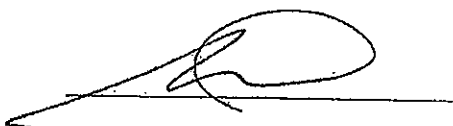
LABOUR AND MATERIAL CONTRACT

IN WITNESS WHEREOF the parties have executed this Contract on the date first above written.

("CONTRACTOR")

Per: SOWO ELECTRIC LTD

Witness:



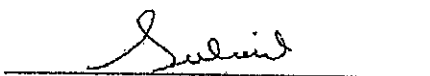
Name: SUNNY RAGOO
Position: PRESIDENT

Name:

("THE OWNER")

Per:

Witness:



Name: SUHAIL A. SIDDIQUI
Position: f SILVER STREAMS HOMES
PUCCINI INC.

Name:



THIS IS EXHIBIT "E" TO THE AFFIDAVIT
OF FRANK DEL FALDI SWORN
BEFORE ME, THIS 6TH DAY OF

APRIL 2015

Commissioner, etc.

Lida Aghazadeh, a
Commissioner, etc., Province of Ontario,
for Klein & Associates Professional
Corporation, Barristers and Solicitors.
Expires March 6, 2016.

03206-3501 (LIT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PROPERTY DESCRIPTION: LOT 18, PLAN 6944331; TOWN OF RICHMOND HILL

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
SUBDIVISION FROM 03206-3483

PIN CREATION DATE:
2012/08/09

OWNER'S NAME:
2148990 ONTARIO INC.

CAPACITY SHARE
RCGN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2012/08/09 **						
1B41001	1959/12/29	TRANSFER EASEMENT		*** DELETED AGAINST THIS PROPERTY ***	THE CORPORATION OF THE TOWNSHIP OF KING	
YR1084937	2007/11/09	TRANSFER	\$2,279,700	OWNERS	2148990 ONTARIO INC.	C
YR1273792	2009/01/05	CHARGE	\$12,387,000	2148990 ONTARIO INC.	BANK OF MONTREAL	C
YR1273793	2009/01/05	NO ASSGN RENT GRN REMARKS: RENTS - YR1273792		2148990 ONTARIO INC.	BANK OF MONTREAL	C
YR1315616	2009/05/12	NOTICE REMARKS: YR1273792	\$2	BANK OF MONTREAL	2148990 ONTARIO INC.	C
YR1376244	2009/09/18	NO SUB AGREEMENT		THE CORPORATION OF THE TOWN OF RICHMOND HILL	2148990 ONTARIO INC.	C
YR1368186	2009/10/13	POSTPONEMENT REMARKS: YR1273792 TO YR1376244		BANK OF MONTREAL	2148990 ONTARIO INC.	C
YR1493832	2010/06/10	NOTICE REMARKS: YR1273792	\$2	2148990 ONTARIO INC.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
YR1562903	2010/10/18	CHARGE	\$2,000,000	2148990 ONTARIO INC.	BANK OF MONTREAL	C
YR1578126	2010/11/22	POSTPONEMENT REMARKS: YR1562903 TO YR1273792		53 PUCCINI MORTGAGE CORP.	53 PUCCINI MORTGAGE CORP.	C
YR1657652	2011/06/02	NOTICE REMARKS: YR1562903	\$2	53 PUCCINI MORTGAGE CORP.	BANK OF MONTREAL	C
YR1657656	2011/06/02	CHARGE	\$3,200,000	2148990 ONTARIO INC.	2148990 ONTARIO INC.	C
				NASTELL INVESTMENTS LIMITED		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



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XSTIGER
REGISTRY

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 3

PREPARED FOR SHAYLA

DN 2013/10/29 AT 12:05:21

03206-3501 (13)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHRD
YR1783162 REMARKS: YR1657656	2012/02/13	NOTICE	\$2	NASTELL INVESTMENTS LIMITED	2148990 ONTARIO INC.	C
YR1805189	2012/04/04	RESTRICTION-LAND		*** DELETED AGAINST THIS PROPERTY *** 2147650 ONTARIO INC. 2148990 ONTARIO INC. 2148990 ONTARIO INC.		
REMARKS: NO TRANSFER OR CHARGE OF THE LANDS DESCRIBED IN THE PROPERTIES SECT ABOVE SHALL BE REGISTERED WITHOUT THE CONSENT OF THE TOWN SOLICITOR, ASSISTANT TOWN SOLICITOR OR THE CAO OF THE CORPORATION OF THE TOWN OF RICHMOND HILL. PTS 10, 11, 12 & 13, PL 65R33105. PTS 14 & 15, PL 65R33105. PTS 16 & 17, PL 65R33105. PTS 8 & 9, PL 65R33105. PTS 16 & 17, PL 65R33105 PT 3, PL 65R33105.						
YR1811419	2012/04/20	NO SUB AGREEMENT		THE CORPORATION OF THE TOWN OF RICHMOND HILL	2147650 ONTARIO INC. 2148990 ONTARIO INC. 2148990 ONTARIO INC.	C
REMARKS: PTS 10, 11, 12 & 13, PL 65R33105 PTS 14 & 15, PL 65R33105 PTS 16 & 17, PL 65R33105 PT 3, PL 65R33105						
YR1812191	2012/04/23	POSTPONEMENT		BANK OF MONTREAL	2147650 ONTARIO INC. 2148990 ONTARIO INC. 2148990 ONTARIO INC.	C
REMARKS: YR1273792, YR1273793, YR1315616, YR1493832 TO YR1811419						
YR1812192	2012/04/23	POSTPONEMENT		53 PUCCINI MORTGAGE CORP.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1562903 & YR1657652 TO YR1811419						
YR1812193	2012/04/23	POSTPONEMENT		NASTELL INVESTMENTS LIMITED	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1657656 & YR1793162 TO YR1811419						
65M4331	2012/07/20	PLAN SUBDIVISION				C
YR1857197	2012/07/20	APL INH ORDER-LAND		*** DELETED AGAINST THIS PROPERTY *** THE CORPORATION OF THE TOWN OF RICHMOND HILL		C
65R33751	2012/07/20	PLAN REFERENCE				C
YR1858108	2012/07/23	TRANSFER EASEMENT		2148990 ONTARIO INC.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
YR1858123	2012/07/23	POSTPONEMENT		BANK OF MONTREAL	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1273792, YR1273793, YR1315616 & YR1493832 TO YR1858108						
YR1458124	2012/07/23	POSTPONEMENT		53 PUCCINI MORTGAGE CORP.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1562903 & YR1657652 TO YR1858108						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

72

03206-3501 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKO
YR1858125	2012/07/23	POSTPONEMENT REMARKS: YR1657556 & YR1783162 TO YR1858108		NATTELL INVESTMENTS LIMITED	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
YR1878258	2012/08/30	APL DEL INH ORDER REMARKS: YR1857197.		*** COMPLETELY DELETED *** THE CORPORATION OF THE TOWN OF RICHMOND HILL		
YR1881934	2012/09/06	APL DELETE REST		*** COMPLETELY DELETED *** 2147650 ONTARIO INC. 2148990 ONTARIO INC. 2148993 ONTARIO INC.		
YR1955629	2013/06/27	TRANSFER RELEASE REMARKS: LB43067.		*** COMPLETELY DELETED *** THE CORPORATION OF THE TOWN OF RICHMOND HILL	THE CORPORATION OF THE TOWN OF RICHMOND HILL	
YR2016863	2013/08/09	CONSTRUCTION LIEN	\$94,837	CON-DRAIN COMPANY (1983) LIMITED		C
YR2016890	2013/08/09	NOTICE		CON-DRAIN COMPANY (1983) LIMITED		C
YR2043150	2013/10/03	CERTIFICATE REMARKS: YR2016863		CON-DRAIN COMPANY (1983) LTD.		C
YR2048904	2013/10/18	CONSTRUCTION LIEN	\$135,060	REGO LUMBER INC.		C
YR2049079	2013/10/18	CONSTRUCTION LIEN	\$104,574	THE KING-CON CORPORATION		C
YR2050277	2013/10/22	CONSTRUCTION LIEN	\$67,793	NEWMAR WINDOW MANUFACTURING INC.		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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Ontario ServiceOntario

LAND
REGISTRY
OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 3

PREPARED FOR SHAYLA
ON 2013/10/29 AT 12:05:49

03206-3502 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PROPERTY DESCRIPTION: LOT 19, PLAN 65M4311; TOWN OF RICHMOND HILL

PROPERTY REMARKS:

ESTATE/OCCUPIER:
FEE SIMPLE
ABSOLUTE

OWNERS' NAMES

2148990 ONTARIO INC.

RECENTLY:

SUBDIVISION FROM 03206-3483

CAPACITY SHARE

ROWN

FIN CREATION DATE:
2012/08/09

REG. NO.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2012/08/09 **						
YR1084937	2007/11/09	TRANSFER	\$2,279,700	OWNERS	2148990 ONTARIO INC.	C
YR1273792	2009/01/05	CHARGE	\$12,387,000	2148990 ONTARIO INC.	BANK OF MONTREAL	C
YR1273793	2009/01/05	NO ASSIGN RENT GEN REMARKS: RENTS - YR1273792		2148990 ONTARIO INC.	BANK OF MONTREAL	C
YR1315616	2009/05/12	NOTICE REMARKS: YR1273792	\$2	BANK OF MONTREAL	2148990 ONTARIO INC.	C
YR1376244	2009/09/18	NO SUB AGREEMENT		THE CORPORATION OF THE TOWN OF RICHMOND HILL	2148990 ONTARIO INC.	C
YR1386186	2009/10/13	POSTPONEMENT REMARKS: YR1273792 TO YR1376244		BANK OF MONTREAL	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
YR1493832	2010/06/10	NOTICE REMARKS: YR1273792	\$2	2148990 ONTARIO INC.	BANK OF MONTREAL	C
YR1562903	2010/10/18	CHARGE	\$2,000,000	2148990 ONTARIO INC.	53 PUCCINI MORTGAGE CORP.	C
YR1578126	2010/11/22	POSTPONEMENT REMARKS: YR1562903 TO YR1273792		53 PUCCINI MORTGAGE CORP.	BANK OF MONTREAL	C
YR1657652	2011/06/02	NOTICE REMARKS: YR1562903	\$2	53 PUCCINI MORTGAGE CORP.	2148990 ONTARIO INC.	C
YR1657656	2011/06/02	CHARGE	\$3,200,000	2148990 ONTARIO INC.	NASTELL INVESTMENTS LIMITED	C
YR1783162	2012/02/13	NOTICE REMARKS: YR1657656	\$2	NASTELL INVESTMENTS LIMITED	2148990 ONTARIO INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

74



PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 3

PREPARED FOR SHAYLA
ON 2013/10/29 AT 12:05:49

59# 301310
TWTGAW

03206-3502 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CHET/ CHND
YR1805185	2012/04/04	RESTRICTION-LAND		*** DELETED AGAINST THIS PROPERTY *** 2147650 ONTARIO INC. 2148993 ONTARIO INC. 2148990 ONTARIO INC.		
		REMARKS: NO TRANSFER OR CHARGE OF THE LANDS DESCRIBED IN THE PROPERTIES SRECT ABOVE SHALL BE REGISTERED WITHOUT THE CONSENT OF THE TOWN SOLICITOR, ASSISTANT TOWN SOLICITOR OR THE CAO OF THE CORPORATION OF THE TOWN OF RICHMOND HILL. PTS 10, 11, 12 & 13, PL 65R33105. PTS 14 & 15, PL 65R33105. PTS 1 & 4, PL 65R33105. PTS 6 & 7, PL 65R33105. PTS 8 & 9, PL 65R33105. PTS 16 & 17, PL 65R33105. PTS 18 & 19, PL 65R33105.				
YR1811419	2012/04/20	NO SUB AGREEMENT		THE CORPORATION OF THE TOWN OF RICHMOND HILL		C
		REMARKS: PTS 10, 11, 12 & 13, PL 65R33105. PTS 14 & 15, PL 65R33105. PTS 16 & 17, PL 65R33105. PT 3, PL 65R33105		2147650 ONTARIO INC. 2148990 ONTARIO INC. 2148993 ONTARIO INC.		
YR1812191	2012/04/23	POSTPONEMENT		BANK OF MONTREAL		
		REMARKS: YR1273792, YR1273799, YR1315616, YR1493832 TO YR1811419		PL 65R33105 PTS 1 & 2, PL 65R33105 PTS 4 & 5, PL 65R33105 PTS 6 & 7, PL 65R33105 PTS 8 & 9, PL 65R33105 PTS 16 & 17, PL 65R33105 PTS 18 & 19, PL 65R33105		
YR1812192	2012/04/23	POSTPONEMENT		53 FUCCINI MORTGAGE CORP.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
		REMARKS: YR1562903 & YR1657652 TO YR1811419				
YR1812193	2012/04/23	POSTPONEMENT		NASTELL INVESTMENTS LIMITED	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
		REMARKS: YR1657656 & YR1793162 TO YR1811419				
65M4331	2012/07/20	PLAN SUBDIVISION			THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
YR1857197	2012/07/20	AFL INH ORDER-LAND		*** DELETED AGAINST THIS PROPERTY *** THE CORPORATION OF THE TOWN OF RICHMOND HILL 27/05/2013.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
		REMARKS: DOES NOT AFFECT LOT. DELETED BY CATHY BILMER				
YR1881934	2012/09/06	APL DELETE BEST		*** COMPLETELY DELETED *** 2147650 ONTARIO INC. 2148990 ONTARIO INC. 2148993 ONTARIO INC.		C
		REMARKS: YR1805185.				
YR2016663	2013/08/09	CONSTRUCTION LIEN	\$94,837	CON-DRAIN COMPANY (1983) LIMITED		C
YR2016890	2013/08/09	NOTICE		CON-DRAIN COMPANY (1983) LIMITED		C
YR2048504	2013/10/18	CONSTRUCTION LIEN	\$135,060	ARCO LUMBER INC.		C

NOTE: 2020-2021

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH THIS PROPERTY. NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

75



LAND
REGISTRY
OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 3 OF 3
PREPARED FOR SHAYLA
ON 2013/10/29 AT 12:05:49

03206-3502 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR2049079	2013/10/18	CONSTRUCTION LIEN	\$104,574	THE KING-CON CORPORATION		
YR2050277	2013/10/22	CONSTRUCTION LIEN	\$67,793	NEWBAR WINDOW MANUFACTURING INC.		C
						C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

03206-3503 (LFT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PROPERTY DESCRIPTION: LOT 20, PLAN 6544331, TOWN OF RICHMOND HILL

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE

ABSOLUTE

OWNERS' NAMES

2148990 ONTARIO INC.

RECENTLY:

SUBDIVISION FROM 03206-3483

CAPACITY SHARE

ROWN

FIN CREATION DATE:
2012/08/09

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	FAMILIES FROM	FAMILIES TO	CERT/ CHRD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2012/08/09 **						
NOTE: THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY						
YR1084917	2007/11/09	TRANSFER	\$2,279,700	OWNERS	2148990 ONTARIO INC.	C
YR1273792	2009/01/05	CHARGE	\$12,387,000	2148990 ONTARIO INC.	BANK OF MONTREAL	C
YR1273793	2009/01/05	NO ASSGN RENT GEN REMARKS: RENTS - YR1273792		2148990 ONTARIO INC.	BANK OF MONTREAL	C
YR1315616	2009/05/12	NOTICE REMARKS: YR1273792	\$2	BANK OF MONTREAL	2148990 ONTARIO INC.	C
YR1376244	2009/09/18	NO SUB AGREEMENT		THE CORPORATION OF THE TOWN OF RICHMOND HILL	2148993 ONTARIO INC. 2148990 ONTARIO INC.	C
YR1388186	2009/10/13	POSTPONEMENT REMARKS: YR1273792 TO YR1376244		BANK OF MONTREAL	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
YR1491832	2010/06/10	NOTICE REMARKS: YR1273792	\$2	2148990 ONTARIO INC.	BANK OF MONTREAL	C
YR1562903	2010/10/18	CHARGE	\$2,000,000	2148990 ONTARIO INC.	53 PUCCINI MORTGAGE CORP.	C
YR1570126	2010/11/22	POSTPONEMENT REMARKS: YR1562903 TO YR1273792		53 PUCCINI MORTGAGE CORP.	BANK OF MONTREAL	C
YR1657652	2011/06/02	NOTICE REMARKS: YR1562903	\$2	53 PUCCINI MORTGAGE CORP.	2148990 ONTARIO INC.	C
YR1657656	2011/06/02	CHARGE	\$3,200,000	2148990 ONTARIO INC.	NASTELL INVESTMENTS LIMITED	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES. IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND
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PAGE 2 OF 3

PREPARED FOR SHAYLA

ON 2013/10/29 AT 12:06:48

03206-3503 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CUD
YR1783162	2012/02/13	NOTICE REMARKS: YR1657656	\$2	NASTELL INVESTMENTS LIMITED	2148990 ONTARIO INC.	C
YR1805185	2012/04/04	RESTRICTION-LAND		*** DELETED AGAINST THIS PROPERTY *** 2147650 ONTARIO INC. 2148993 ONTARIO INC. 2148990 ONTARIO INC. IN THE PROPERTIES SECT ABOVE SHALL BE REGISTERED WITHOUT THE CONSENT OF THE TOWN SOLICITOR OF THE TOWN OF RICHMOND HILL. PTS 10, 11, 12 & 13, PL 65R33105. PTS 14 & 15, PL 65R33105. PTS 1 & 7, PL 65R33105 PTS 8 & 9, PL 65R33105 PTS 16 & 17, PL 65R33105 PT 3, PL 65R33105.		
YR1811419	2012/04/20	NO SUB AGREEMENT		THE CORPORATION OF THE TOWN OF RICHMOND HILL	2147650 ONTARIO INC. 2148990 ONTARIO INC. 2148993 ONTARIO INC. 5 & 7, PL 65R33105 PTS 8 & 9, PL	C
REMARKS: PTS 10, 11, 12 & 13, PL 65R33105 PTS 14 & 15, 65R33105 PTS 16 & 17, PL 65R33105 PT 3, PL 65R33105						
YR1812191	2012/04/23	POSTPONEMENT REMARKS: YR1273792, YR1345616, YR1453832 TO YR1811419		BANK OF MONTREAL	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
YR1812192	2012/04/23	POSTPONEMENT REMARKS: YR1562793 & YR1657652 TO YR1811419		53 PIZZINI MORTGAGE CORP.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
YR1812193	2012/04/23	POSTPONEMENT REMARKS: YR1657656 & YR1763162 TO YR1811419		NASTELL INVESTMENTS LIMITED	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
65N4331	2012/07/20	PLAN SUBDIVISION		THE CORPORATION OF THE TOWN OF RICHMOND HILL		C
YR1857197	2012/07/20	APL INH ORDER-LAND				C
YR1881934	2012/09/06	APL DELETE BEST		THE CORPORATION OF THE TOWN OF RICHMOND HILL		C
REMARKS: YR1805185.				*** COMPLETELY DELETED *** 2147650 ONTARIO INC. 2148990 ONTARIO INC. 2148993 ONTARIO INC.		C
YR2016863	2013/08/09	CONSTRUCTION LTR	\$94,837	COR-DRAIN COMPANY (1983) LIMITED		C
YR2016890	2013/08/09	NOTICE		COR-DRAIN COMPANY (1983) LIMITED		C
YR2043150	2013/10/01	CERTIFICATE		COR-DRAIN COMPANY (1982) LTD.		C
REMARKS: YR2016863						

NOTE: ADJOINING PROPERTIES SHOULD BE INDICATED TO COMMENTS.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

03206-3503 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR2048904	2013/10/18	CONSTRUCTION LIEN	\$135,060	ARGO LUMBER INC.		
YR2049079	2013/10/18	CONSTRUCTION LIEN	\$104,574	THE KING-CON CORPORATION		C
YR2050277	2013/10/22	CONSTRUCTION LIEN	\$67,793	NEWMAR WINDOW MANUFACTURING INC.		C
						C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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Ontario ServiceOntario

LAND
REGISTRY
OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 3

PREPARED FOR SHAYLA
ON 2013/10/29 AT 12:06:18

03206-3505 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PROPERTY DESCRIPTION: LOT 22, PLAN 65M4331; TOWN OF RICHMOND HILL

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE

ABSOLUTE

OWNERS' NAMES

2148990 ONTARIO INC.

RECENTLY:

SUBDIVISION FROM 03206-3483

CAPACITY SHARE

ROMA

FIN CREATION DATE:

2012/08/09

REG. NO.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2012/08/09 **						
YR1084977	2007/11/09	TRANSFER	\$2,279,700	OWNERS	2148990 ONTARIO INC.	C
YR1277792	2009/01/05	CHARGE	\$12,387,000	2148990 ONTARIO INC.	BANK OF MONTREAL	C
YR1273793	2009/01/05	NO ASSIGN RENT GEN REMARKS: RENTS - YR1273792		2148990 ONTARIO INC.	BANK OF MONTREAL	C
YR1315616	2009/05/12	NOTICE REMARKS: YR1273792	\$2	BANK OF MONTREAL	2148990 ONTARIO INC.	C
YR1376244	2009/09/18	NO SUB AGREEMENT		THE CORPORATION OF THE TOWN OF RICHMOND HILL	2148990 ONTARIO INC.	C
YR1388186	2009/10/13	POSTPONEMENT REMARKS: YR1273792 TO YR1376244		BANK OF MONTREAL	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
YR1453832	2010/06/10	NOTICE REMARKS: YR1273792	\$2	2148990 ONTARIO INC.	BANK OF MONTREAL	C
YR1562903	2010/10/18	CHARGE	\$2,000,000	2148990 ONTARIO INC.	53 PUCCINI MORTGAGE CORP.	C
YR1578126	2010/11/22	POSTPONEMENT REMARKS: YR1562903 TO YR1273792		53 PUCCINI MORTGAGE CORP.	BANK OF MONTREAL	C
YR1657652	2011/06/02	NOTICE REMARKS: YR1562903	\$2	53 PUCCINI MORTGAGE CORP.	2148990 ONTARIO INC.	C
YR1657656	2011/06/02	CHARGE	\$3,200,000	2148990 ONTARIO INC.	NASTELL INVESTMENTS LIMITED	C
YR1781162	2012/02/13	NOTICE REMARKS: YR1657656	\$2	NASTELL INVESTMENTS LIMITED	2148990 ONTARIO INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND
REGISTRY
OFFICE #65

PAGE 2 OF 3

PREPARED FOR SHAYLA
ON 2013/10/29 AT 12:06:18

03206-3505 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
YR1805185	2012/04/04	RESTRICTION-LAND		*** DELETED AGAINST THIS PROPERTY *** 2147650 ONTARIO INC. 2148993 ONTARIO INC. 2148990 ONTARIO INC. REMARKS: NO TRANSFER OR CHARGE OF THE LANDS DESCRIBED IN THE PROPERTIES SECT ABOVE SHALL BE REGISTERED WITHOUT THE CONSENT OF THE TOWN SOLICITOR, ASSISTANT TOWN SOLICITOR OR THE CAO OF THE CORPORATION OF THE TOWN OF RICHMOND HILL. PTS 10, 11, 12 & 13, PL 65R33105. PTS 14 & 15, PL 65R33105. PTS 1 & 4, PL 65R33105 PTS 6 & 5, PL 65R33105 PTS 6 & 7, PL 65R33105 PTS 8 & 9, PL 65R33105 PTS 16 & 17, PL 65R33105 PT 3, PL 65R33105.		
YR1811419	2012/04/20	NO SUB AGREEMENT		THE CORPORATION OF THE TOWN OF RICHMOND HILL	2147650 ONTARIO INC. 2148990 ONTARIO INC. 2148993 ONTARIO INC. 2148993 ONTARIO INC. PL 65R33105 PTS 16 & 17, PL 65R33105 PTS 8 & 9, PL 65R33105 PTS 6 & 7, PL 65R33105 PTS 6 & 9, PL 65R33105.	C
YR1812191	2012/04/23	POSTPONEMENT		BANK OF MONTREAL		C
YR1812192	2012/04/23	POSTPONEMENT		53 PUCINI MORTGAGE CORP.		C
YR1812193	2012/04/23	POSTPONEMENT		ANSTELL INVESTMENTS LIMITED		C
65M4331	2012/07/20	PLAN SUBDIVISION				C
YR1857197	2012/07/20	APL INH ORDER-LAND		*** DELETED AGAINST THIS PROPERTY *** THE CORPORATION OF THE TOWN OF RICHMOND HILL REMARKS: DELETED OCT 3, 2013 - L. SMITH - DOES NOT AFFECT LOT 22		C
YR1881934	2012/09/06	APL DELETE REST		*** COMPLETELY DELETED *** 2147650 ONTARIO INC. 2148990 ONTARIO INC. 2148993 ONTARIO INC.		C
YR2016863	2013/08/09	CONSTRUCTION LIEN	\$94,837	CON-DRAIN COMPANY (1983) LIMITED		C
YR2016890	2013/08/09	NOTICE		CON-DRAIN COMPANY (1983) LIMITED		C
YR2048904	2013/10/18	CONSTRUCTION LIEN	\$135,060	ARGO LUMBER INC.		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

81

03206-3505 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
YE2045079	2013/10/18	CONSTRUCTION LIEN	\$104,574	THE KING-CON CORPORATION		
YE2050277	2013/10/22	CONSTRUCTION LIEN	\$67,793	NEWAR WINDOW MANUFACTURING INC.		
YE2050961	2013/10/23	CONSTRUCTION LIEN	\$22,468	TRUSTEES OF THE LABOURERS' UNION OF NORTH AMERICA LOCAL 183 MEMBERS' BENEFIT TRUST FUND		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
 NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

03206-3506 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PROPERTY DESCRIPTION: LOT 23, PLAN 65W4331; TOWN OF RICHMOND HILL

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
SUBDIVISION FROM 03206-3483

CAPACITY SHARE
OWN

PIN CREATION DATE:
2012/08/09

REG. NO.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND RELATED INSTRUMENTS SINCE: 2012/08/09 **						
YR1084937	2007/11/09	TRANSFER	\$2,275,700	OWNERS	2148990 ONTARIO INC.	C
YR1273792	2009/01/05	CHARGE	\$12,387,000	2148990 ONTARIO INC.	BANK OF MONTREAL	C
YR1273793	2009/01/05	NO ASSIGN RENT GEN REMARKS: RENTS - YR1273792		2148990 ONTARIO INC.	BANK OF MONTREAL	C
YR1315616	2009/05/12	NOTICE REMARKS: YR1273792	\$2	BANK OF MONTREAL	2148990 ONTARIO INC.	C
YR1376244	2009/09/18	NO SUB AGREEMENT		THE CORPORATION OF THE TOWN OF RICHMOND HILL	2148993 ONTARIO INC. 2148990 ONTARIO INC.	C
YR1388186	2009/10/13	POSTPONEMENT REMARKS: YR1273792 TO YR1376244		BANK OF MONTREAL	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
YR1438832	2010/06/10	NOTICE REMARKS: YR1273792	\$2	2148990 ONTARIO INC.	BANK OF MONTREAL	C
YR1562903	2010/10/18	CHARGE	\$2,000,000	2148990 ONTARIO INC.	53 PUCCINI MORTGAGE CORP.	C
YR1578126	2010/11/22	POSTPONEMENT REMARKS: YR1562903 TO YR1273792		53 PUCCINI MORTGAGE CORP.	BANK OF MONTREAL	C
YR1657652	2011/06/02	NOTICE REMARKS: YR1562903	\$2	53 PUCCINI MORTGAGE CORP.	2148990 ONTARIO INC.	C
YR1657656	2011/06/02	CHARGE	\$3,200,000	2148990 ONTARIO INC.	NASTELL INVESTMENTS LIMITED	C
YR1763162	2012/02/13	NOTICE REMARKS: YR1657656	\$2	NASTELL INVESTMENTS LIMITED	2148990 ONTARIO INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

03206-3506 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR1805185	2012/04/04	RESTRICTION-LAND		*** DELETED AGAINST THIS PROPERTY *** 2147650 ONTARIO INC. 2148993 ONTARIO INC. 2148990 ONTARIO INC.		
			REMARKS: NO TRANSFER OR CHARGE OF THE LANDS DESCRIBED IN THE PROPERTIES SECT ABOVE SHALL BE REGISTERED WITHOUT THE CONSENT OF THE TOWN SOLICITOR, ASSISTANT TOWN SOLICITOR OR THE CAO OF THE CORPORATION OF THE TOWN OF RICHMOND HILL. PTS 10, 11, 12 & 13, PL 65R33105. PTS 14 & 15, PL 65R33105. PTS 16 & 17, PL 65R33105. PTS 1 & 2, PL 65R33105. PTS 3, PL 65R33105.			
YR1811419	2012/04/20	NO SUB AGREEMENT		THE CORPORATION OF THE TOWN OF RICHMOND HILL		
			REMARKS: PTS 10, 11, 12 & 13, PL 65R33105. PTS 14 & 15, PL 65R33105. PTS 16 & 17, PL 65R33105. PTS 1 & 2, PL 65R33105. PTS 3, PL 65R33105.			
YR1812191	2012/04/23	POSTPONEMENT		BANK OF MONTREAL YR1811419	2147650 ONTARIO INC. 2148990 ONTARIO INC. 2148993 ONTARIO INC.	
YR1812192	2012/04/23	POSTPONEMENT		53 PUCCINI MORTGAGE CORP.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	
YR1812193	2012/04/23	POSTPONEMENT		NASTELL INVESTMENTS LIMITED	THE CORPORATION OF THE TOWN OF RICHMOND HILL	
65H4331	2012/07/20	PLAN SUBDIVISION			THE CORPORATION OF THE TOWN OF RICHMOND HILL	
YR1857197	2012/07/20	APL INV ORDER-LAND		*** DELETED AGAINST THIS PROPERTY *** THE CORPORATION OF THE TOWN OF RICHMOND HILL		
65R33751	2012/07/20	PLAN REFERENCE				
YR1858108	2012/07/23	TRANSFER EASEMENT		2148990 ONTARIO INC.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	
YR1858123	2012/07/23	POSTPONEMENT		BANK OF MONTREAL TO YR1858108	THE CORPORATION OF THE TOWN OF RICHMOND HILL	
YR1858124	2012/07/23	POSTPONEMENT		53 PUCCINI MORTGAGE CORP.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	
YR1858125	2012/07/23	POSTPONEMENT		NASTELL INVESTMENTS LIMITED	THE CORPORATION OF THE TOWN OF RICHMOND HILL	

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

84



Ontario ServiceOntario

LAND
REGISTRY
OFFICE #55

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 3 OF 3

PREPARED FOR SEAVLA
ON 2013/10/29 AT 12:07:20

03206-3506 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
YR1878258	2012/08/30	APL DEL INH ORDER REMARKS: YR1857197.		*** COMPLETELY DELETED *** THE CORPORATION OF THE TOWN OF RICHMOND HILL		
YR1881934	2012/09/06	APL DELETE REST REMARKS: YR1805185.		*** COMPLETELY DELETED *** 2147650 ONTARIO INC. 2148990 ONTARIO INC. 2148993 ONTARIO INC.		
YR2016863	2013/08/09	CONSTRUCTION LIEN	\$94,837	CON-DRAIN COMPANY (1981) LIMITED		C
YR2016890	2013/08/09	NOTICE		CON-DRAIN COMPANY (1981) LIMITED		C
YR2043150	2013/10/03	CERTIFICATE REMARKS: YR2016863		CON-DRAIN COMPANY (1981) LTD.		C
YR2048904	2013/10/18	CONSTRUCTION LIEN	\$135,060	ARGO LUMBER INC.		C
YR2049079	2013/10/18	CONSTRUCTION LIEN	\$104,574	THE KING-CON CORPORATION		C
YR2050277	2013/10/22	CONSTRUCTION LIEN	\$67,793	NEWMAR WINDOW MANUFACTURING INC.		C
YR2050961	2013/10/23	CONSTRUCTION LIEN	\$22,568	TRUSTEES OF THE LABOURERS' UNION OF NORTH AMERICA LOCAL 183 MEMBERS' BENEFIT TRUST FUND		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

85

03206-3507 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PROPERTY DESCRIPTION: LOT 24, PLAN 65M4331; TOWN OF RICHMOND HILL

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
SUBDIVISION FROM 03206-3483

OWNERS' NAME:
2148990 ONTARIO INC.

CAPACITY SHARE
NONE

FIN CREATION DATE:
2012/08/09

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2012/08/09 **						
YR1064937	2007/11/09	TRANSFER	\$2,279,700	OWNERS	2148990 ONTARIO INC.	C
YR1273792	2009/01/05	CHARGE	\$12,387,000	2148990 ONTARIO INC.	BANK OF MONTREAL	C
YR1273793	2009/01/05	NO ASSIGN RENT GEN REMARKS: RENTIS - YR1273792		2148990 ONTARIO INC.	BANK OF MONTREAL	C
YR1315616	2009/05/12	NOTICE REMARKS: YR1273792	\$2	BANK OF MONTREAL	2148990 ONTARIO INC.	C
YR1376244	2009/09/18	NO SUR AGREEMENT		THE CORPORATION OF THE TOWN OF RICHMOND HILL	2148993 ONTARIO INC. 2148990 ONTARIO INC.	C
YR1388186	2009/10/13	POSTPONEMENT REMARKS: YR1273792 TO YR1376244		BANK OF MONTREAL	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
YR1493832	2010/06/10	NOTICE REMARKS: YR1273792	\$2	2148990 ONTARIO INC.	BANK OF MONTREAL	C
YR1562503	2010/10/18	CHARGE	\$2,000,000	2148990 ONTARIO INC.	53 PUCCINI MORTGAGE CORP.	C
YR1578126	2010/11/22	POSTPONEMENT REMARKS: YR1562503 TO YR1273792		53 PUCCINI MORTGAGE CORP.	BANK OF MONTREAL	C
YR157653	2011/06/02	NOTICE REMARKS: YR1562503	\$2	53 PUCCINI MORTGAGE CORP.	2148990 ONTARIO INC.	C
YR1657656	2011/06/02	CHARGE	\$3,200,000	2148990 ONTARIO INC.	NASTELL INVESTMENTS LIMITED	C
YR1783162	2012/02/13	NOTICE REMARKS: YR1657656	\$2	NASTELL INVESTMENTS LIMITED	2148990 ONTARIO INC.	C

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NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NO.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
YR1806185	2012/04/04	RESTRICTION-LAND		*** DELETED AGAINST THIS PROPERTY *** 2147650 ONTARIO INC. 2148990 ONTARIO INC. 2148990 ONTARIO INC.		
				REMARKS: NO TRANSFER OR CHARGE OF THE LANDS DESCRIBED IN THE PROPERTIES SECT ABOVE SHALL BE REGISTERED WITHOUT THE CONSENT OF THE TOWN SOLICITOR, ASSISTANT TOWN SOLICITOR OR THE CAO OF THE CORPORATION OF THE TOWN OF RICHMOND HILL. PTS 10, 11, 12 & 13, PL 65R33105. PTS 14 & 15, PL 65R33105. PTS 16 & 17, PL 65R33105. PTS 8 & 9, PL 65R33105. PTS 16 & 17, PL 65R33105 PT 3, PL 65R33105.		
YR1811419	2012/04/20	NO SUB AGREEMENT		THE CORPORATION OF THE TOWN OF RICHMOND HILL		
				REMARKS: PTS 10, 11, 12 & 13, PL 65R33105 PTS 14 & 15, 65R33105 PTS 16 & 17, PL 65R33105 PT 3, PL 65R33105		
YR1812191	2012/04/23	POSTPONEMENT		BANK OF MONTREAL YR1812191	2147650 ONTARIO INC. 2148990 ONTARIO INC. 2148990 ONTARIO INC.	C
YR1812192	2012/04/23	POSTPONEMENT		53 PUCCINI MORTGAGE CORP.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
YR1812193	2012/04/23	POSTPONEMENT		NASTELL INVESTMENTS LIMITED	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
65W4331	2012/07/20	PLAN SUBDIVISION				
YR1857197	2012/07/20	APL INH ORDER-LAND		*** DELETED AGAINST THIS PROPERTY *** THE CORPORATION OF THE TOWN OF RICHMOND HILL		
65R33751	2012/07/20	PLAN REFERENCE				
YR1858108	2012/07/23	TRANSFER EASEMENT		2148990 ONTARIO INC.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
YR1858123	2012/07/23	POSTPONEMENT		BANK OF MONTREAL YR1858108	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
YR1858124	2012/07/23	POSTPONEMENT		53 PUCCINI MORTGAGE CORP.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
YR1858125	2012/07/23	POSTPONEMENT		NASTELL INVESTMENTS LIMITED	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C

NOTE: ACCORDING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

03206-3507 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
YR1878258 REMARKS: YR1857197.	2012/08/30	APL DEL INH ORDER		*** COMPLETELY DELETED *** THE CORPORATION OF THE TOWN OF RICHMOND HILL		
YR1881934 REMARKS: YR1805185.	2012/09/06	APL DELETE REST		*** COMPLETELY DELETED *** 2147650 ONTARIO INC. 2148990 ONTARIO INC. 2148993 ONTARIO INC.		
YR2016663 REMARKS: YR2016663	2013/08/09	CONSTRUCTION LIEN	\$94,837	CON-DRAIN COMPANY (1983) LIMITED		C
YR2016890	2013/08/09	NOTICE		CON-DRAIN COMPANY (1983) LIMITED		C
YR2043150 REMARKS: YR2016663	2013/10/03	CERTIFICATE		CON-DRAIN COMPANY (1983) LTD.		C
YR2048904	2013/10/18	CONSTRUCTION LIEN	\$135,060	ARGO LUMBER INC.		C
YR2049079	2013/10/18	CONSTRUCTION LIEN	\$104,574	THE KING-CON CORPORATION		C
YR2050277	2013/10/22	CONSTRUCTION LIEN	\$67,793	NEWMAR WINDOW MANUFACTURING INC.		C
YR2050961	2013/10/23	CONSTRUCTION LIEN	\$22,568	TRUSTEES OF THE LABOURERS' UNION OF NORTH AMERICA LOCAL 183 MEMBERS' BENEFIT TRUST FUND		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

03206-3508 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PROPERTY DESCRIPTION: LOT 25, PLAN 65M4331; TOWN OF RICHMOND HILL

PROPERTY REMARKS:

RECENTLY:
SUBDIVISION FROM 03206-3483
ABSOLUTE

PIN CREATION DATE:
2012/08/09

OWNER'S NAME:
2148990 ONTARIO INC.

CAPACITY SHARE
RCRN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2012/08/09 **						
YR1084937	2007/11/09	TRANSFER	\$2,279,700	OWNERS	2148990 ONTARIO INC.	C
YR1273792	2009/01/05	CHARGE	\$12,387,000	2148990 ONTARIO INC.	BANK OF MONTREAL	C
YR1273793	2009/01/05	NO ASSIGN RENT GEN REMARKS: RENTS - YR1273792		2148990 ONTARIO INC.	BANK OF MONTREAL	C
YR1315616	2009/05/12	NOTICE REMARKS: YR1273792	\$2	BANK OF MONTREAL	2148990 ONTARIO INC.	C
YR1376244	2009/09/18	NO SUB AGREEMENT REMARKS: ALL PARTS VARIOUS		THE CORPORATION OF THE TOWN OF RICHMOND HILL	2148993 ONTARIO INC. 2148990 ONTARIO INC.	C
YR1388186	2009/10/13	POSTPONEMENT REMARKS: YR1273792 TO YR1376244 ALL PARTS VARIOUS		BANK OF MONTREAL	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
YR1493832	2010/06/10	NOTICE REMARKS: YR1273792	\$2	2148990 ONTARIO INC.	BANK OF MONTREAL	C
YR1502503	2010/10/18	CHARGE	\$2,000,000	2148990 ONTARIO INC.	53 PUCCINI MORTGAGE CORP.	C
YR1578126	2010/11/22	POSTPONEMENT REMARKS: YR1502503 TO YR1273792		53 PUCCINI MORTGAGE CORP.	BANK OF MONTREAL	C
YR1557652	2011/06/02	NOTICE REMARKS: YR1502503	\$2	53 PUCCINI MORTGAGE CORP.	2148990 ONTARIO INC.	C
YR1657656	2011/06/02	CHARGE	\$3,200,000	2148990 ONTARIO INC.	NASTELL INVESTMENTS LIMITED	C
YR1703162	2012/02/13	NOTICE	\$2	NASTELL INVESTMENTS LIMITED	2148990 ONTARIO INC.	C

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NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



Ontario ServiceOntario

LAND
REGISTRY
OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 3

PREPARED FOR SHAYLA
ON 2013/10/29 AT 12:08:19

03206-3508 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR1805185	2012/04/04	RESTRICTION-LAND		*** DELETED AGAINST THIS PROPERTY *** 2147650 ONTARIO INC. 2148993 ONTARIO INC. 2148990 ONTARIO INC.		
REMARKS: YR1857656						
REMARKS: NO TRANSFER OR CHANGE OF THE LANDS DESCRIBED IN THE PROPERTIES SECT ABOVE SHALL BE REGISTERED WITHOUT THE CONSENT OF THE TOWN SOLICITOR, ASSISTANT TOWN SOLICITOR OR THE CAO OF THE CORPORATION OF THE TOWN OF RICHMOND HILL. PTS 10, 11, 12 & 13, PL 65R33105, PTS 14 & 15, PL 65R33105. PTS 1 & 2, PL 65R33105 PTS 4 & 5, PL 65R33105 PTS 6 & 7, PL 65R33105 PTS 8 & 9, PL 65R33105 PTS 16 & 17, PL 65R33105 PT 3, PL 65R33105.						
YR1811419	2012/04/20	NO SUB AGREEMENT		THE CORPORATION OF THE TOWN OF RICHMOND HILL		
REMARKS: PTS 10, 11, 12 & 13, PL 65R33105 PTS 14 & 15, 65R33105 PTS 16 & 17, PL 65R33105 PT 3, PL 65R33105						
YR1812191	2012/04/23	POSTPONEMENT		BANK OF MONTREAL		
REMARKS: YR1273792, YR1273793, YR1355616, YR1493832 TO YR1811419						
YR1812192	2012/04/23	POSTPONEMENT		53 FUCINI MORTGAGE CORP.		
REMARKS: YR1562903 & YR1657652 TO YR1811419						
YR1822193	2012/04/23	POSTPONEMENT		NASTELL INVESTMENTS LIMITED		
REMARKS: YR1657656 & YR1783162 TO YR1811419						
65M4331	2012/07/20	PLAN SUBDIVISION				
YR1857197	2012/07/20	APL INH ORDER-LAND				
REMARKS: CARRIED FORWARD IN ERROR. AG						
YR1881934	2012/09/06	APL DELETE REST		*** DELETED AGAINST THIS PROPERTY *** THE CORPORATION OF THE TOWN OF RICHMOND HILL		
REMARKS: YR1805185.						
YR2016953	2013/08/09	CONSTRUCTION LIEN	\$94,837	CON-DRAIN COMPANY (1983) LIMITED		
YR2016990	2013/08/09	NOTICE		CON-DRAIN COMPANY (1983) LIMITED		
YR2043150	2013/10/03	CERTIFICATE		CON-DRAIN COMPANY (1983) LTD.		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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01206-3508 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
REMARKS: YR2016863						
YR2046904	2013/10/18	CONSTRUCTION LIEN	\$135,060	ARGO LUMBER INC.		
YR2049079	2013/10/18	CONSTRUCTION LIEN	\$104,574	THE KING-CON CORPORATION		C
YR2050277	2013/10/22	CONSTRUCTION LIEN	\$67,793	HEMLOCK WINDOW MANUFACTURING INC.		C
YR2050961	2013/10/23	CONSTRUCTION LIEN	\$22,568	TRUSTEES OF THE LABOURERS' UNION OF NORTH AMERICA LOCAL 183 MEMBERS' BENEFIT TRUST FUND		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

THIS IS EXHIBIT "F" TO THE AFFIDAVIT
 OF FRANK DEL FATTI SWORN
 BEFORE ME, THIS 6TH DAY OF
APRIL 2015.

Commissioner, etc.

Lida Aghazadeh, a
 Commissioner, etc., Province of Ontario,
 for Klein & Associates Professional
 Corporation, Barristers and Solicitors.
 Expires March 6, 2016.

5. 53 PUCCINI MORTGAGE CORP. – ORIGINAL PRINCIPAL AMOUNT OF \$2,000,000 –

- (a) Parties:**
- (1) Mortgagor(s): 3 separate mortgages with 2147650 Ontario Inc., 2148990 Ontario Inc. and 2148993 Ontario Inc. as Mortgagors
 - (2) Guarantors: Imran Jinnah and Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2147681 Ontario Inc., Puccini Project Management Inc. and, where applicable, 2148990 Ontario Inc. and 2148993 Ontario Inc.
 - (3) Mortgagee(s): 53 Puccini Mortgage Corp.

(b) Terms: Original Principal \$2,000,000.00 at 13 % per annum payable interest only monthly and maturing October 20, 2011. Renewed until February 20, 2013. Monthly payments were interest only. No principal payments or reductions.

(c) Lands secured: From a security point of view, with respect to those lots which are under the CCAA process and those lots in connection with which Chaitons LLP is holding funds in trust pursuant to the litigation involving Con-Drain, this mortgage is/was registered on and affects the following lots: 1, 2, 3, 4, 5, 12, 14, 16, 18, 19 20, 21, 22, 23, 24 and 25 on Plan 65M4331 and Lot 1 Plan 65M4249.

Based on the Bank of Montreal financing being in first position and the 53 Puccini Mortgage Corp. mortgage for \$1,150,000 being discharged, this mortgage is a fifth mortgage on lots 1, 2, 3, 4 and 5 and a second mortgage on all the others.

(d) Dates and amounts of advances: This was partially advanced to the extent of \$1,550,000 as of October 18, 2010 and was secured by 2 mortgages each for \$2,000,000 under # YR 1562903 and YR 1562904 on the Phase 1 lands.. As shown on Trust Statement attached hereto as # 5 a, these funds were used to establish interest reserves for 3 outstanding pre-existing mortgages, pay lender's fees and asset management costs, pay legal costs, pay fees/costs to the Regional Municipality of York and the balance was paid to the borrower for working capital. The final advance of \$450,000 under this loan was advanced on June 2, 2011 as shown on Trust statement #5 b and was advanced contemporaneously with the \$1,200,000 advance under the Nastell Investments Limited mortgages of \$3,200,000. At this time another mortgage of \$2,000,000 was registered on the Phase 2 lands as # YR1657654 as additional security. These funds were used in part to establish interest reserves for outstanding mortgages, pay lender's fees and asset management costs, pay legal fees and the balance was paid to the borrower for working capital.

(e) Amount owed as of February 1, 2014: Monthly payments were interest only. No principal payments or reductions. This mortgage is in default. It matured February 2, 2013 and as at August 2, 2013 the principal balance was \$2,000,000. There are interest arrears from August 2, 2013 to February 4, 2014 of \$133,205. Including the said interest arrears but excluding any renewal fees and costs, the outstanding balance as at February 4, 2014 of this mortgage is \$2,133,205.

(f) Holdback Maintained (if any): None. None of these funds were used or to be used for construction purposes or to refinance a mortgage/loan which was previously used for construction purposes.

**6. NASTELL INVESTMENTS LIMITED – ORIGINAL PRINCIPAL
AMOUNT OF \$3,200,000 -**

(a) Parties: (1) Mortgagor(s): 3 separate mortgages with 2147650 Ontario Inc., 2148990 Ontario Inc. and 2148993 Ontario Inc. as Mortgagors
(2) Guarantors: Imran Jinnah and Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2147681 Ontario Inc., 2148991 Ontario Inc., Puccini Project Management Inc. and, where applicable, 2148990 Ontario Inc. and 2148993 Ontario Inc.

(3) Mortgagee(s): Nastell Investments Limited

(b) Terms: Original Principal \$3,200,000.00 at 15 % per annum payable interest only monthly and maturing June 2, 2012. Renewed until February 2, 2013.

(c) Lands secured: From a security point of view, with respect to those lots which are under the CCAA process and those lots in connection with which Chaitons LLP is holding funds in trust pursuant to the litigation involving Con-Drain, this mortgage is/was registered on and affects the following lots: 1, 2, 3, 4, 5, 12, 14, 16, 18, 19 20, 21, 22, 23, 24 and 25 on Plan 65M4331 and Lot 1 Plan 65M4249.

Based on the Bank of Montreal financing being in first position and the 53 Puccini Mortgage Corp. mortgage for \$1,150,000 being discharged, this mortgage is a sixth mortgage on lots 1, 2, 3, 4 and 5 and a third mortgage on all the others.

(d) Dates and amounts of advances: This was partially advanced to the extent of \$1,200,000 as of June 2, 2011 and was secured by 3 mortgages each for \$3,200,000 under # YR 1657655, YR 1657656 and YR 1657657. As shown on Trust Statement attached hereto as # 6 a, these funds were used to establish interest reserves for outstanding mortgages, pay lender's fees and asset management costs, pay legal costs and the balance was paid to the borrower for working capital. The final advance of \$2,000,000 under these mortgages were advanced on February 13, 2012 as shown on Trust statement #6 b. These funds were used to establish interest reserves for outstanding mortgages, pay lender's fees and asset management costs, pay legal fees and the balance was paid to the Region of York to cover their fees/costs.

(e) Amount owed as of February 1, 2014: Monthly payments were interest only. No principal payments or reductions except for a portion of the net closing proceeds from the first 9 closings in the amount of \$300,067.00 was applied to reduce the principal outstanding This mortgage is in default. It matured February 2, 2013 and

the principal balance as at August 1, 2013 was \$2,899,933. There are interest arrears from August 2, 2013 to February 4, 2014 of \$222,858. Including the said interest arrears but excluding any renewal fees and costs, the outstanding balance as at February 4, 2014 of this mortgage is \$3,122,790.

(f) Holdback Maintained (if any): None. None of these funds were used or to be used for construction purposes or to refinance a mortgage/loan which was previously used for construction purposes.

THIS IS EXHIBIT " G " TO THE AFFIDAVIT
OF FRANK DEL FATTI SWORN
BEFORE ME, THIS 6TH DAY OF
APRIL 2015

Commissioner, etc.

Lida Aghazadeh, a
Commissioner, etc., Province of Ontario,
for Klein & Associates Professional
Corporation, Barristers and Solicitors.
Expires March 6, 2016.

PROPERTY DESCRIPTION: LOT 23, PLAN 65M4249; SUBJECT TO AN EASEMENT IN GROSS OVER PT 2, 65R32917 AS IN YR1620821; TOWN OF RICHMOND HILL

PROPERTY REMARKS:

ESTATE/OWNER/INTEREST:

FREE SIMPLE

ABSOLUTE

OWNERS' NAMES

2148990 ONTARIO INC.

RECENTLY:
SUBDIVISION FROM 03206-3417

CAPACITY SHARE
TOWN

FIN CREATION DATE:
2011/03/31

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CERO
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2011/03/31 **						
YR1273792	2009/01/05	CHARGE		*** DELETED AGAINST THIS PROPERTY *** 2148990 ONTARIO INC.	BANK OF MONTREAL	
YR1273793	2009/01/05	NO ASSGN REPT GEN		*** DELETED AGAINST THIS PROPERTY *** 2148990 ONTARIO INC.	BANK OF MONTREAL	
YR1315616	2009/05/12	NOTICE		*** DELETED AGAINST THIS PROPERTY *** BANK OF MONTREAL	2148990 ONTARIO INC.	
YR1551743	2010/09/22	NO SUB AGREEMENT		THE CORPORATION OF THE TOWN OF RICHMOND HILL	2147650 ONTARIO INC; 2147681 ONTARIO INC. 2148990 ONTARIO INC. 2148993 ONTARIO INC. 2148993 ONTARIO INC. & 2 65R32110 ; RICHMOND HILL ; M817, BEING PTS 9 & 10, PLAN 65R32110, S/T EASEMENT AS IN LB43081 ; TOWN OF RICHMOND HILL PT LFS 5 & 6, PLAN GROSS OVER PT 4, 65R31830 AS IN YR1603804 ; TOWN OF RICHMOND HILL	C
YR1562903	2010/10/18	CHARGE		*** DELETED AGAINST THIS PROPERTY *** 2148990 ONTARIO INC.	53 PUCCINI MORTGAGE CORP.	
YR1570877	2010/11/04	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** BANK OF MONTREAL	THE CORPORATION OF THE TOWN OF RICHMOND HILL	
YR1570879	2010/11/04	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** 53 PUCCINI MORTGAGE CORP.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	
YR1578126	2010/11/22	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY ***		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

03206-3440 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
65M4249	2011/03/08	REMARKS: YR1562903 TO YR1273792 PLAN SUBDIVISION		53 PUCCINI MORTGAGE CORP.	BANK OF MONTREAL	C
65M32917	2011/03/10	PLAN REFERENCE				C
YR1620823	2011/03/14	TRANSFER EASEMENT		2148990 ONTARIO INC.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
YR1620828	2011/03/14	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** BANK OF MONTREAL	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1273792 TO YR1620823						
YR1620829	2011/03/14	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** 53 PUCCINI MORTGAGE CORP.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1562903 TO YR1620823						
YR1650738	2011/05/20	CHANGE	\$3,500,000	2148990 ONTARIO INC.	CASTLE LANE DESIGN GROUP INC.	C
YR1651339	2011/05/24	POSTPONEMENT		*** COMPLETELY DELETED *** 53 PUCCINI MORTGAGE CORP.	CASTLE LANE DESIGN GROUP INC.	C
REMARKS: YR1562903 TO YR1650738						
YR1652429	2011/05/25	DISCH OF CHANGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		
REMARKS: YR1273792.						
YR1795359	2012/03/15	NOTICE	\$2	CASTLE LANE DESIGN GROUP INC.	2148990 ONTARIO INC.	C
REMARKS: YR1650738						
YR1799572	2012/03/26	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** MOSCONE TILE LTD.		
YR1799584	2012/03/26	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** MOSCONE MARBLE AND GRANITE		
YR1802004	2012/03/29	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** BASECRETE INC.		
YR1805254	2012/04/04	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** MOSCONE TILE LTD.		

NOTE: ANNOTATING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

03206-3440 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CITY/CHRD
YR1805259	2012/04/04	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** MOSCORE MARBLE AND GRANITE		
	REMARKS: YR1799564.					
YR1805513	2012/04/05	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** BASECRETE INC.		
	REMARKS: YR1802004.					
YR1806036	2012/09/27	DISCH OF CHARGE		*** COMPLETELY DELETED *** 53 PUCCINI MORTGAGE CORP.		
	REMARKS: YR152803.					
YR1890643	2012/09/27	CHARGE	\$617,500	2148990 ONTARIO INC.	HONE TRUST COMPANY	C
YR1890664	2012/09/27	POSTPONEMENT		CASTLE LANE DESIGN GROUP INC.	HONE TRUST COMPANY	C
	REMARKS: YR1650738 TO YR1890643					
YR1890675	2012/09/27	NOTICE	\$2	2148990 ONTARIO INC.	CASTLE LANE DESIGN GROUP INC.	C
	REMARKS: YR1650738					
YR1911155	2012/11/19	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** WESTON FLOORING LIMITED		
YR1953111	2013/03/07	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** 2139084 ONTARIO INC.		
	REMARKS: YR1913155.					
YR2016863	2013/08/09	CONSTRUCTION LIEN	\$94,637	CON-DRAIN COMPANY (1983) LIMITED		C
YR2016890	2013/08/09	NOTICE		CON-DRAIN COMPANY (1983) LIMITED		C
YR2048904	2013/10/18	CONSTRUCTION LIEN	\$135,060	ARGO LUMBER INC.		C
YR2050277	2013/10/22	CONSTRUCTION LIEN	\$67,793	NEWBAR WINDOW MANUFACTURING INC.		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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03206-3441 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PROPERTY DESCRIPTION: LOT 24, PLAN 65M4249; SUBJECT TO AN EASEMENT IN CROSS OVER PT 3, 65R32917 AS IN YR162023; TOWN OF RICHMOND HILL

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FREE SIMPLE
ABSOLUTE

OWNERS' NAMES
2148990 ONTARIO INC.

RECENTLY
SUBDIVISION FROM 03206-3417

CAPACITY SHARE
ROWN

FIN CREATION DATE:
2011/03/31

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CREAT/ CHGD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2011/03/31 **						
YR1273792	2009/01/05	CHARGE		*** DELETED AGAINST THIS PROPERTY *** 2148990 ONTARIO INC.	BANK OF MONTREAL	
YR1273793	2009/01/05	NO ASSIGNMENT GEN		*** DELETED AGAINST THIS PROPERTY *** 2148990 ONTARIO INC.	BANK OF MONTREAL	
YR1315616	2009/05/12	NOTICE		*** DELETED AGAINST THIS PROPERTY *** BANK OF MONTREAL		
YR1551743	2010/09/22	NO SUB AGREEMENT		THE CORPORATION OF THE TOWN OF RICHMOND HILL	2148990 ONTARIO INC.	
YR1562903	2010/10/18	CHARGE		*** DELETED AGAINST THIS PROPERTY *** 2148990 ONTARIO INC.	2147650 ONTARIO INC. 2147681 ONTARIO INC. 2148990 ONTARIO INC. 2148993 ONTARIO INC.	
YR1570877	2010/11/04	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** BANK OF MONTREAL	53 PUCCINI MORTGAGE CORP.	
YR1570879	2010/11/04	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** 53 PUCCINI MORTGAGE CORP.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	
YR1578126	2010/11/22	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY ***	THE CORPORATION OF THE TOWN OF RICHMOND HILL	

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03206-3441 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NTH.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CHRY/ CHRD
65M4249	2011/03/08	REMARKS: YR1562903 TO YR1273792 PLAN SUBDIVISION		53 FUCINI MORTGAGE CORP.	BANK OF MONTREAL	
65R12917	2011/03/10	PLAN REFERENCE				
YR1620823	2011/03/14	TRANSFER EASEMENT		2148990 ONTARIO INC.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
YR1620828	2011/03/14	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** BANK OF MONTREAL	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1273792 TO YR1620823						
YR1620829	2011/03/14	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** 53 FUCINI MORTGAGE CORP.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	
REMARKS: YR1562903 TO YR1620823						
YR1650738	2011/05/20	CHARGE	\$3,500,000	2148990 ONTARIO INC.	CASTLE LANE DESIGN GROUP INC.	C
YR1651339	2011/05/24	POSTPONEMENT		*** COMPLETELY DELETED *** 53 FUCINI MORTGAGE CORP.	CASTLE LANE DESIGN GROUP INC.	
REMARKS: YR1562903 TO YR1650738						
YR1652429	2011/05/25	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		
REMARKS: YR1273792						
YR1795359	2012/03/15	NOTICE	\$2	CASTLE LANE DESIGN GROUP INC.	2148990 ONTARIO INC.	
REMARKS: YR1650738						
YR1795572	2012/03/26	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** MOSCONS TILE LTD.		
YR1795584	2012/03/26	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** MOSCONS MARBLE AND GRANITE		
YR1802004	2012/03/29	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** BASECRETE INC.		
YR1805254	2012/04/04	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** MOSCONS TILE LTD.		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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03206-3441 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
REMARKS: YR179572.						
YR1805259	2012/04/04	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** MOSCONE MARBLE AND GRANITE		
REMARKS: YR179564.						
YR1805513	2012/04/05	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** BASECRETE INC.		
REMARKS: YR1802004.						
YR1890636	2012/09/27	DISCH OF CHARGE		*** COMPLETELY DELETED *** 53 PUCCINI MORTGAGE CORP.		
REMARKS: YR1562903.						
YR1890619	2012/09/27	CHARGE	\$617,500	2148990 ONTARIO INC.	HOME TRUST COMPANY	C
YR1890658	2012/09/27	POSTPONEMENT		CASTLE LANE DESIGN GROUP INC.	HOME TRUST COMPANY	C
REMARKS: YR1650738 TO YR1890639						
YR1890675	2012/09/27	NOTICE	\$2	2148990 ONTARIO INC.	CASTLE LANE DESIGN GROUP INC.	C
REMARKS: YR1650738						
YR2048904	2013/10/18	CONSTRUCTION LIEN	\$135,060	ARGO LUMBER INC.		C
YR2050277	2013/10/22	CONSTRUCTION LIEN	\$67,793	NEWMAR WINDOW MANUFACTURING INC.		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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THIS IS EXHIBIT " H " TO THE AFFIDAVIT
OF FRANK DEL FALIZ SWORN
BEFORE ME, THIS 6TH DAY OF
APRIL 2015

Commissioner, etc.

Lida Aghazadeh, a
Commissioner, etc., Province of Ontario,
for Klein & Associates Professional
Corporation, Barristers and Solicitors.
Expires March 6, 2016.

7. CASTLE LANE DESIGN GROUP INC. - 2 SECOND MORTGAGES FOR A TOTAL OF \$400,000

- (a) Parties:** (1) Mortgagor(s): 2148990 Ontario Inc.
(2) Mortgagee(s): Castle Lane Design Group Inc.
- (b) Terms:** \$400,000.00 as at September 25, 2012 bearing interest at 15% per annum payable interest only monthly and maturing March 25, 2013

(c) Lands secured: 2 Inventory Homes - From a security point of view, with respect to those lots which are under the CCAA process and those lots in connection with which Chaitons LLP is holding funds in trust pursuant to the litigation involving Con-Drain, this mortgage is registered on the following lots: 23 and 24 on Plan 65M4249. Assuming the Home Trust financing is in first position, this mortgage is a second mortgage on these lots.

(d) Dates and amounts of advances: On or about May 20, 2011, Castle Lane provided a mortgage of \$3,500,000.00 which was used to discharge the Bank of Montreal land loan on 5 lots to the extent of about \$2,133,000 and the balance was used to fund the construction on these 5 lots. The last advance by the Mortgagee was November 7, 2011 and at that point the aggregate statutory lien holdback was \$68,485.80. The statutory lien holdback was deducted on each advance and withheld until all the construction had been completed and the 45 day period thereafter expired with no liens being registered. The holdback was released on September 25, 2012.

Three lots were sold and the Castle Lane mortgage was partially discharged such that on March 15th 2012 the mortgage principal was reduced to \$1,600,000 on the 2 remaining lots. After the construction was completed and the lien periods had expired without any liens being registered, the holdback was released on September 25, 2012 and the borrower refinanced the 2 remaining lots with Home Trust to the extent of about \$617,500.00 each and the net funds were paid to Castle Lane to reduce its debt. However, there was a shortfall. Accordingly, by way of a new loan, on or about September 24, 2012, Castle Lane agreed to lend the borrower \$400,000 at 15% per annum secured on both lots and this loan remains on title.

(e) Amount owed as of February 1, 2014: Monthly payments are interest only and there were no principal reductions or repayments. This loan is in default. As at September 28, 2013, the principal balance was \$400,000. There are interest arrears from September 28, 2013 to February 4, 2014 of \$21,369.86 and, including the said interest arrears but excluding any renewal fees and costs, the outstanding balance as at February 4, 2014 is \$421,369.86.

(f) Holdback Maintained (if any): None - see above explanation.

THIS IS EXHIBIT " I " TO THE AFFIDAVIT
OF FRANK DEL FATTI SWORN
BEFORE ME, THIS 6TH DAY OF
APRIL 2015

Commissioner, etc.

Lida Aghazadeh, a
Commissioner, etc., Province of Ontario,
for Klein & Associates Professional
Corporation, Barristers and Solicitors.
Expires March 6, 2016.

03206-1418 (L7)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NO.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHD
REMARKS: YR177914 TO YR1551743						
YR1570888	2010/11/04	POSTPONEMENT		FUCIUM MORTGAGE CORP.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1256038 TO YR1551743						
YR1570889	2010/11/04	POSTPONEMENT		188242 ONTARIO LIMITED	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1364707 TO YR1551743						
YR1570890	2010/11/04	APL (GENERAL)		*** DELETED AGAINST THIS PROPERTY *** CON-DRAIN COMPANY (1983) LTD. YR1551487. DELETED BY CATHY BULMER 04/02/2013	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1439547, YR1461947 TO YR1551743						
65M4219	2011/03/08	PLAN SUBDIVISION		*** COMPLETELY DELETED *** CON-DRAIN COMPANY (1983) LTD.		C
YR1653487	2011/05/29	DIS CONSTRUCT LIEN		THE CORPORATION OF THE TOWN OF RICHMOND HILL		C
REMARKS: YR1439547.						
YR1640253	2011/06/09	NOTICE		PEARL REALTY & TECHNOLOGY INC.	2147681 ONTARIO INC.	C
REMARKS: STANDARD AGREEMENT						
YR1669443	2011/06/24	CERTIFICATE		*** COMPLETELY DELETED *** HOSOCONE TILE LTD.		
REMARKS: CERTIFICATE OF PENDING LITIGATION						
YR1799572	2012/03/26	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** HOSOCONE MARBLE AND GRANITE		
YR1799584	2012/03/26	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** HOSOCONE MARBLE AND GRANITE		
YR1802004	2012/03/29	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** HOSOCONE MARBLE AND GRANITE		
YR1805254	2012/04/04	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** HOSOCONE MARBLE AND GRANITE		
REMARKS: YR1799572.						
YR1805259	2012/04/04	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** HOSOCONE MARBLE AND GRANITE		
REMARKS: YR1799584.						

NOTE: ADDITIONAL PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

01206-3418 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NO.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHD
YR194113	2013/04/06	DIE CONSTRUCTION LIEN REMARKS: YR1802004.		*** COMPLETELY DELETED *** BASECREEK INC.		
YR194219	2013/02/05	APL AMEND ORDER REMARKS: YR1669443.		*** COMPLETELY DELETED *** SUPERIOR COURT OF JUSTICE	2147681 ONTARIO INC.	
YR1946229	2013/02/15	CHARGE	\$578,500	2147681 ONTARIO INC.	FOREMOST MORTGAGE HOLDING CORPORATION	C
YR1946233	2013/02/15	NO SEC INTEREST REMARKS: YR1946229	\$578,500	FOREMOST MORTGAGE HOLDING CORPORATION		C
YR1946507	2013/02/19	POSTPONEMENT REMARKS: YR1386707 TO YR1946229		388242 ONTARIO LIMITED	FOREMOST MORTGAGE HOLDING CORPORATION	C
YR1946508	2013/02/19	POSTPONEMENT REMARKS: YR1254038 TO YR1946229		PUCCHINI MORTGAGE CORP.	FOREMOST MORTGAGE HOLDING CORPORATION	C
YR1946509	2013/02/19	POSTPONEMENT REMARKS: YR1270914 TO YR1946229		INAPUL MANAGEMENT LIMITED	FOREMOST MORTGAGE HOLDING CORPORATION	C
YR1981353	2013/06/18	LA'S ORDER REMARKS: ADDING THE S/T L641081 TO THE THONMALL DESCRIPTION.		LAND REGISTAR, NO. 65		C
YR1981629	2013/06/27	TRANSFER RELEASE REMARKS: L641081.		*** COMPLETELY DELETED *** THE CORPORATION OF THE TOWN OF RICHMOND HILL	THE CORPORATION OF THE TOWN OF RICHMOND HILL	
YR2004682	2013/07/16	LA'S ORDER		*** COMPLETELY DELETED *** LAND REGISTAR, NO. 65		
YR2014803	2013/08/09	CONSTRUCTION LIEN REMARKS: AMENDING S/T RELEASEMENT TO L641081 IN THONMALL DESCRIPTION.	\$94,837	COR-DRAIN COMPANY (1983) LIMITED		C
YR2016890	2013/08/09	NOTICE		COR-DRAIN COMPANY (1983) LIMITED		C
YR2048904	2013/10/18	CONSTRUCTION LIEN	\$135,060	ASGO LUMBER INC.		C
YR2050277	2013/10/22	CONSTRUCTION LIEN	\$67,793	MEMMAE WINDON MANUFACTURING INC.		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND
REGISTRY
OFFICE #65

03206-3418 (12)

PAGE 4 OF 4
PREPARED FOR SUBMITTERS
ON 2013/12/09 AT 11:30:46

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CHG/ CND
YE2067687	2013/11/29	CERTIFICATE	\$160,387	659057/ ONTARIO INC.		C
YE2067687	2013/11/29	CERTIFICATE		ARGO LIMBER INC.	ONTARIO SUPERIOR COURT OF JUSTICE	C
YE2067687	2013/11/29	CERTIFICATE		NEWMAR WINDOM MANUFACTURING INC.	ONTARIO SUPERIOR COURT OF JUSTICE	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PLINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PAGED THEM ALL UP.

181

THIS IS EXHIBIT " 1 " TO THE AFFIDAVIT
OF FRANK DEL FATTI SWORN
BEFORE ME, THIS 6TH DAY OF
APRIL 2015

Commissioner, etc.

Lida Aghazadeh, a
Commissioner, etc., Province of Ontario,
for Klein & Associates Professional
Corporation, Barristers and Solicitors.
Expires March 8, 2016.

112

1. PUCCINI MORTGAGE CORPORATION – ORIGINAL PRINCIPAL
AMOUNT \$2,600,000

(a) Parties: (1) Mortgagor(s): 3 separate mortgages with 2147650 Ontario Inc., 2147681 Ontario Inc. and 2148991 Ontario Inc. as Mortgagors

(2) Guarantors: Imran Jinnah and Silver Streams Homes Inc.

(3) Mortgagee(s): Puccini Mortgage Corp.

(b) Terms: Original Principal \$2,600,000.00 at 17% per annum payable interest only monthly at 13% per annum with 4% carried and accumulated and loan maturing November 14, 2010. Renewed successively until February 16, 2013.

(c) Lands secured: From a security point of view, currently, with respect to those lots which are under the CCAA process and those lots in connection with which Chaitons LLP is holding funds in trust pursuant to the litigation involving Con-Drain, this mortgage is/was registered on and affects the following lots: 1, 2, 3, 4 and 5 on Plan 65M4331 and Lot 1 Plan 65M4249.

Based on the Bank of Montreal financing being in first position and the 53 Puccini Mortgage Corp. mortgage for \$1,150,000 being discharged, this mortgage is a third mortgage on the foregoing lots.

(d) Dates and amounts of advances:

This loan was advanced in 4 advances:

1) September 8, 2008 - \$700,000 was advanced as per Trust Statement attached as # 1a and covered lender fees, legal fees and an advance to the borrower for working capital and fees/costs due to the Town of Richmond Hill;

2) November 16, 2008 - \$900,000 was advanced as per the Trust Statement attached as # 1 b to cover the balance of the lender fees, lender asset management costs, legal costs, an interest reserve for this loan; an interest reserve for the vendor take back mortgage which was being purchased contemporaneously on 56-58 Puccini Drive (the Greco Mortgage), the balance of costs and interest due in respect of the purchase of the said vendor take back mortgage (Greco Mortgage) with the balance being paid to the borrower for working capital. The said Greco Mortgage was purchased on November 14, 2008 in accordance with the Statement for Assignment purposes attached as #1 bb and this Greco mortgage later formed part of the Dapaul Management Limited mortgage of \$5,500,000.00.

3) January 5, 2009 - \$1,000,000 was advanced on January 5, 2009 together with the advance under the Dapaul Management Limited mortgage of \$5,500,000 as per Trust Statement attached as #1 c. This was advanced to cover in part interest reserves, costs, and the shortfall needed to discharge the original acquisition loan from Carevest Capital Inc. (used to acquire these properties in the first instance) as the funding from Bank of Montreal was insufficient.

4) November 14, 2012 - \$399,996.00 was advanced but at 17% per annum together with additional advances under the Dapaul Management Limited and 388242 Ontario Limited mortgages totaling \$800,004.00 on November 14, 2012 for a total of \$1,200,000.00 to fund borrowing costs, interest reserves, legal costs, building permit fees to the Town of Richmond Hill with the balance going to the borrower for working capital as per Trust Statement attached as #1 d.

During the course of the loan, monthly payments were interest only but there were principal reductions aggregating \$1,674,946.00 through Bank of Montreal and the return of funds securing a letter of credit issued from Carevest Capital which had been assigned to the mortgagee.

(e) Amount owed as of February 4, 2014: This mortgage is in default. The accumulated unpaid interest based on the deferred 4% interest, as at December 16, 2013, was \$676,146.44 (the "accumulated interest"). It matured February 16, 2013 and the principal balance, based on the foregoing without the accumulated interest, at August 1, 2013 was \$1,325,050. There are interest arrears on the said principal balance from August 16, 2013 to February 4, 2014 inclusive of \$101,364. Including the said interest arrears but excluding the accumulated interest, any renewal fees and costs, the outstanding balance of this mortgage as at February 4, 2014 is \$1,426,414.

(f) Holdback Maintained (if any): None -- None of these funds were used or to be used for construction purposes or to refinance a mortgage/loan which was previously used for construction purposes.

2. DAPPAUL MANAGEMENT MORTGAGE – ORIGINAL PRINCIPAL
AMOUNT \$5,500,000 –

- (a) Parties:** (1) Mortgagor(s): 3 separate mortgages with 2147650 Ontario Inc., 2147681 Ontario Inc. and 2148991 Ontario Inc. as Mortgagors
(2) Guarantors: Imran Jinnah and Silver Streams Homes Inc. and Silver Streams Homes (Puccini) Inc.
(3) Mortgagee(s): Dapaul Management Limited.

(b) Terms: Original Principal \$5,500,000.00 at 11% per annum payable interest only monthly and maturing December 16, 2010. Renewed successively until February 16, 2013.

(c) Lands secured: From a security point of view, with respect to those lots which are under the CCAA process and those lots in connection with which Chaitons LLP is holding funds in trust pursuant to the litigation involving Con-Drain, this mortgage is/was registered on and affected the following lots: 1, 2, 3, 4 and 5 on Plan 65M4331 and Lot 1 Plan 65M4249.

Based on the Bank of Montreal financing being in first position and the 53 Puccini Mortgage Corp. mortgage for \$1,150,000 being discharged, this mortgage is a second mortgage on the foregoing lots.

(d) Dates and amounts of advances: This was advanced as of January 5, 2009 (together with the final \$1,000,000 under the Puccini Mortgage Corp. mortgage of \$2,600,000) as per the Trust Statement attached as #2 a and was applied to discharge the Greco VTB Mortgage, cover interest costs, establish an interest reserve for this loan, establish an interest reserve for the Puccini Mortgage Corp. loan, pay lender fees and legal costs, pay lender's asset management costs, cover the deficiency in the funds required to payout of the original acquisition loan from Carevest Capital Inc. (see Discharge Statement attached as #2 b) which was not otherwise provided by Bank of Montreal (see their Statement of Advance attached as #2 c) with the balance going to the borrower for working capital.

During the course of the loan, monthly payments were interest only but there were principal reductions aggregating \$2,801,844.00 through Bank of Montreal and the return of funds securing a letter of credit issued from Carevest Capital which had been assigned to the mortgagee. In addition, a portion of the net closing proceeds from the first 9 closings in the amount of \$227,450.00 reduced the principal outstanding.

On November 14, 2012, a further \$600,000.00 was advanced but at 17% per annum together with additional advances under the Puccini Mortgage Corp. and 388242 Ontario Limited mortgages totaling \$600,000.00 for a total of \$1,200,000.00 to fund borrowing costs, interest reserves, legal costs, building permit fees to the Town of Richmond Hill with the balance going to the borrower for working capital as per Trust Statement attached as #2 d.

(e) Amount owed as of February 4, 2014: This mortgage is in default. It matured February 16, 2013 and, based on the foregoing, the principal balance as at August 1, 2013 is \$3,070,706. There are interest arrears from August 16, 2013 to February 4, 2014 of \$169,056.00. Including the said interest arrears but excluding any renewal fees and costs, the outstanding balance as at February 4, 2014 of this mortgage is \$3,239,762.

(f) Holdback Maintained (if any): None - None of these funds were used or to be used for construction purposes or to refinance a mortgage/loan which was previously used for construction purposes. Part of the funds were used to re-finance an acquisition vendor take back mortgage which had matured.

3. 388242 ONTARIO LIMITED – ORIGINAL PRINCIPAL AMOUNT
\$1,500,000 –

- (a) **Parties:**
- (1) Mortgagor(s): 3 separate mortgages with 2147650 Ontario Inc., 2147681 Ontario Inc. and 2148991 Ontario Inc. as Mortgagors
 - (2) Guarantors: Imran Jinnah and Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148990 Ontario Inc. and 2148993 Ontario Inc.
 - (3) Mortgagee(s): 388242 Ontario Limited.

(b) **Terms:** Original Principal \$1,500,000.00 at 19 % per annum payable interest only monthly and maturing November 7, 2010. Renewed successively until February 7, 2013.

(c) **Lands secured:** From a security point of view, with respect to those lots which are under the CCAA process and those lots in connection with which Chaitons LLP is holding funds in trust pursuant to the litigation involving Con-Drain, this mortgage is/was registered on and affects the following lots: 1, 2, 3, 4 and 5 on Plan 65M4331 and Lot 1 Plan 65M4249.

Based on the Bank of Montreal financing being in first position and the 53 Puccini Mortgage Corp. mortgage for \$1,150,000 being discharged, this mortgage is a fourth mortgage on the foregoing lots.

(d) **Dates and amounts of advances:** This was completed in one advance as of October 7, 2009 as per Trust Statement attached #3 a and was used to establish interest reserves for the Dapaul mortgage of \$5,500,000, establish an interest reserve for the Puccini Mortgage Corp. mortgage of \$2,600,000, establish an interest reserve for this loan, pay costs, lender fees and lender asset management fee and the balance was paid to the borrower for working capital.

On November 14, 2012, a further \$200,004.00 was advanced but at 17% per annum together with additional advances under the Puccini Mortgage Corp. and Dapaul Management Limited mortgages totaling \$999,996.00 for a total of \$1,200,000.00 to fund borrowing costs, interest reserves, legal costs, building permit fees to the Town of Richmond Hill with the balance going to the borrower for working capital as per Trust Statement attached as #3b.

During the course of the loan, monthly payments were interest only but there were principal reductions aggregating \$917,573.00 through Bank of Montreal and the return of funds securing a letter of credit issued from Carevest Capital which had been assigned to the mortgagee.

(e) Amount owed as of February 1, 2014: This mortgage is in default. It matured February 7, 2013 and as at August 1, 2013, based on the foregoing, the principal balance was \$782,431. There are interest arrears from August 7, 2013 to February 4, 2014 of \$71,276. Including the said interest arrears but excluding any renewal fees and costs, the outstanding balance as at February 4, 2014 of this mortgage is \$851,024.

(f) Holdback Maintained (if any): None of these funds were used or to be used for construction purposes or to refinance a mortgage/loan which was previously used for construction purposes.

THIS IS EXHIBIT " K " TO THE AFFIDAVIT
OF FRANK DEL FATTI SWORN
BEFORE ME, THIS 6TH DAY OF

APRIL 2015

Commissioner, etc.

Lida Aghazadeh, a
Commissioner, etc., Province of Ontario,
for Klein & Associates Professional
Corporation, Barristers and Solicitors.
Expires March 6, 2016.

Court File No. 13-10362-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.) THURSDAY, THE 8TH
JUSTICE NEWBOULD) DAY OF JANUARY, 2015

**IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED**



**IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
SILVER STREAMS HOMES INC., SILVER STREAMS HOMES (PUCCINI) INC.,
2148993 ONTARIO INC., 2148990 ONTARIO INC., 2147681 ONTARIO INC. and
2147650 ONTARIO INC.**

Applicants

ORDER

THIS MOTION, made by Grant Thornton Limited, in its capacity as the Court-appointed monitor of the Applicants (in such capacity, the "Monitor"), for an Order, among other things, referring the construction lien claims and other related issues in these proceedings (collectively, the "Construction Claims") to a referee (the "Referee"), and referring the action bearing Court File No. CV-13-115757-00 (the "Con-Drain Action") to a Judge of the Commercial List, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Seventh Report of the Monitor dated December 19, 2014, the consent of lien claimants (the "Lien Claimants") #s 1 through 11 (as more specifically listed and identified in Schedule "A" attached hereto), the consent of the Private Mortgagees and the Mortgagees (as listed in Schedule "B" attached hereto), and the consent of the proposed Referee, and on hearing the submissions of counsel for the Monitor, counsel for the Applicants, ~~counsel for certain of the Lien Claimants, counsel for certain of the Private Mortgagees, and~~ ~~counsel for certain of the Mortgagees,~~ no one appearing for the unsecured claimants (the "Unsecured Claimants") (as more specifically listed and identified in Schedule "C" attached

hereto) (together with the Lien Claimants, the "Claimants") or any other person on the service list, although duly served as appears from the affidavit of Susy Moniz sworn December 22, 2014, filed,

1. **THIS COURT ORDERS** that the time for service and filing of the notice of motion and the motion record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that the following issues with respect to the Construction Claims be and are referred to Duncan Glaholt, who shall act as the Referee:

- (a) the validity and, if necessary, quantum, of the Construction Claims filed by the Claimants;
- (b) the determination of whether the Private Mortgagees are Statutory Owners (as defined in the *Construction Lien Act*, R.S.O. 1990, c. C.30, as amended (the "Act")), and, if so, the determination of their liability as Statutory Owners to the Lien Claimants;
- (c) the liability of the Private Mortgagees and Mortgagees with respect to any deficiency in holdback to the claims of the Lien Claimants;
- (d) the determination of priorities as amongst the Claimants regarding their claims as against the Claimants, the Private Mortgagees and Mortgagees; and
- (e) any ancillary or peripheral issues that need to be determined in order for the Referee to properly complete its mandate, including any and all issues regarding interest and costs.

3. **THIS COURT ORDERS** that the Referee's determination in respect of the issues enumerated in paragraph 2 above shall be set out in a report (the "Report/Award"), which shall be served on the Service List in these proceedings and filed with the Court, and that the Report/Award shall bind any and all affected parties without further confirmation by this Court. For greater certainty, each and every party that filed a claim against one or more of the Applicants in the present proceedings shall be deemed to be an affected party of the

Report/Award. Notwithstanding the foregoing, any and all affected parties shall maintain their right to appeal the Report/Award to the Divisional Court in accordance with the Act.

4. **THIS COURT ORDERS** that the anticipated costs of the Referee, up to the amount of \$100,000.00, shall be funded equally, and in advance of the Referee commencing its mandate, by the Private Mortgagees (50%) and the Lien Claimants (50%, such that costs shall be borne by each Lien Claimant on a pro rata basis, as calculated in **Schedule "A"** hereto), and that any additional costs of the Referee shall be secured by the Administration Charge (as defined in the Initial Order issued on December 17, 2013 in these proceedings) and paid by the Monitor (collectively, the **"Referee's Costs"**). Notwithstanding the above, the Referee shall maintain the right to assess costs in the Report/Award against any party, including, without limitation, the right to reallocate the Referee's Costs, and any such assessment shall attract the same deference and appeal rights as provided in paragraph 3 of this Order.

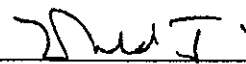
5. **THIS COURT ORDERS** that should a Lien Claimant refuse or neglect to pay its pro rata share of costs (a **"Defaulting Lien Claimant"**), then any other Lien Claimant shall be at liberty to advance the costs payable by the Defaulting Lien Claimant and shall be entitled to twice the amount advanced, which repayment shall form a first charge against any sums found to be due and payable to the Defaulting Lien Claimant and which sum shall be repaid before the Defaulting Lien Claimant receives any proceeds under this process.

WNT

6. **THIS COURT ORDERS** that the Con-Drain Action shall be transferred from the Superior Court of Justice in Newmarket, Ontario and shall be heard by a Judge of the ~~Commercial List~~ ^{Superior Court} in Toronto, separate from the present proceedings and without the participation of the Monitor, but that the funds in dispute in the Con-Drain Action, which are currently held in the trust account of Chaitons LLP (the **"Chaitons Trust Account"**), shall not be released or distributed from the Chaitons Trust Account without a further Order of this Court sitting in the context of the present proceedings.

OFFICE OF THE CLERK OF THE COURT
ONTARIO
LEWIS & CLARK LLP

JAN 8 2015



SCHEDULE "A"

Lien Claimant		Court File No.	Lien Amount (\$)	Lien Registration No.	% of Total Lien Amount Claimed by all Lien Claimants
1.	Con-Drain Company (1983) Limited	CV-13-116355-00	94,837	YR2016863	2.6%
2.	Pilbro III Inc.	CV-13-116840-00	554,354	YR2056986	15.5%
3.	Medi Group Incorporated	CV-13-116838-00	521,675	YR2057173	14.6%
4.	Cardell Flooring Ltd.	CV-13-116835-00	94,922	YR2057568	2.6%
5.	Foremont Drywall Inc.; 1382479 Ontario Inc.; 1382503 Ontario Inc.; 2203579 Ontario Inc. c/o Foremont Drywall Contracting	CV-13-116837-00	434,578	YR2057675	12.1%
6.	Canadian Concrete Forming Limited	CV-13-116834-00	216,202	YR2057676	6.0%
7.	Pave Plumbing & Heating Inc.	CV-13-116839-00	227,303	YR2057677	6.3%
8.	E.D. Carpenters Ltd.	CV-13-116836-00	328,674	YR2058240	9.2%
9.	Solo Electric Ltd.	CV-13-116841-00	186,364	YR2058688	5.2%
10.	1865721 Ontario Inc.	CV-13-116833-00	91,519	YR2059379	2.6%
11.	GM Exterior Inc.	CV-13-117058-00	46,559	YR2062198	1.3%
12.	Giancola Aluminum Contractors Inc.	CV-13-117059-00	82,579	YR2062199	2.3%
13.	Renova Recycling (2000) Inc.	CV-14-117811-00	29,392	YR2060384	0.8%
14.	Trudel & Sons Roofing Ltd.	CV-14-117658-00	31,745	YR2073073	0.9%
15.	L.I.U.N.A. Local 183 et al. (Massimo D'igiovani as agent)	CV-13-117071-00	22,568	YR2050961	0.6%

16.	Argo Lumber Inc.	CV-13-116990-00	135,060	YR2048904	3.8%
17.	Newmar Window Manufacturing Inc.	CV-13-116991-00	67,793	YR2050277	1.9%
18.	The King-Con Corporation	CV-13-116857-00	104,574	YR2049079	2.9%
19.	The Sanderson-Harold Company Ltd. (Paris Kitchens)	Not available as at the date hereof	203,870	YR2058638	5.7%
20.	669857 Ontario Inc. o/a Alma Mechanical	CV-13-117214-00	108,287	YR2060246	3.0%
TOTAL			3,582,855		100.00%

SCHEDULE "B"**Private Mortgagees**

1. Puccini Mortgage Corp.
2. DaPaul Management Limited
3. 388242 Ontario Limited
4. 53 Puccini Mortgage Corp.
5. Nastell Investments Limited
6. Castle Lane Design Group Inc.

Mortgagees

1. Bank of Montreal
2. Foremost Mortgage Holding Corporation
3. Home Trust Company

SCHEDULE "C"

Claimant		Amount (\$)
1.	J.S. Construction	18,750
2.	Benzi General Contracting	6,106
3.	Kremer Surveyors Ltd.	9,287
4.	Quality Door Systems Inc.	20,724
5.	ConelCo Utility Contractors	3,073
6.	MAS Engineering (part of Cole Engineering)	4,379
7.	J.J. Home Products	28,670
8.	TorOnCa Fence and Deck	24,860
9.	Dream Work Canada Inc. o/a Stone Factory	91,435
10.	General Home Built-In Systems Ltd.	33,594
11.	ConelCo Utility Contractors	3,073
12.	Argyle Flooring*	*129,516
TOTAL		373,467

*Denotes a late claim filed after the deadline of February 14, 2014.

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF SILVER STREAMS HOMES INC., SILVER
STREAMS HOME (PUCCINI) INC., 2148993 ONTARIO INC., 2148990 ONTARIO INC., 2147681 ONTARIO INC. AND 2147650
ONTARIO INC.

Court File No. CV-13-10362-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

ORDER

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

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Ian Aversa (LSUC # 55449N)
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Email: iaversa@airdberlis.com

Jeremy Nemers (LSUC # 66410Q)
Tel: 416.865.7724 / Fax: 416.863.1515
Email: jnemers@airdberlis.com

*Lawyers for Grant Thornton Limited, in its capacity as the Court-
appointed Monitor of the Applicants*

THIS IS EXHIBIT " L " TO THE AFFIDAVIT
OF FRANK DEL FATTI SWORN
BEFORE ME, THIS 6TH DAY OF
APRIL 2015

Commissioner, etc.

Lida Aghazadeh, a
Commissioner, etc., Province of Ontario,
for Klein & Associates Professional
Corporation, Barristers and Solicitors.
Expires March 6, 2016.

KLEIN & ASSOCIATES
BARRISTERS AND SOLICITORS PROFESSIONAL CORPORATION

T. 416.366.9494
F. 416.366.9442
jklein@kclaw.ca
www.kclaw.ca

March 4, 2015

Via e-mail

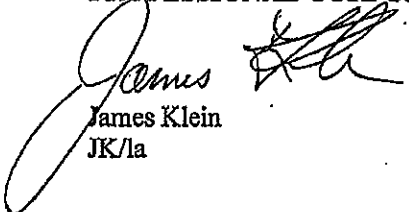
To: Service List

Re: Silver Streams Homes (Puccini) Inc.
Symphony Series Development, Richmond Hill
Our File No.: 13-1086

Please find attached an Objection to the proposed settlement on behalf of the Lien Claimants we represent, Medi Group Incorporated, Pilbro III Inc., Solo Electric Ltd., Pave Plumbing & Heating Inc., Foremont Drywall Inc., 1382479 Ontario Inc. 1382503 Ontario Inc. and 2203579 Ontario Inc. cob Foremont Drywall Contracting, E.D. Carpenters Ltd., Cardell Flooring Ltd., Canadian Concrete Forming Limited and 1865721 Ontario Inc. we object to the Settlement Agreement between the Taron Warranty Corporation and Imran Jinnah, Silver Stream Homes Inc. ("Silver Streams"), Silver Streams Homes (Puccini) Inc., 2148993 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario Inc., 2147650 Ontario Inc.

Yours truly,

KLEIN & ASSOCIATES
PROFESSIONAL CORPORATION


James Klein
JK/la

390 Bay Street, Suite 1101, Toronto, ON M5H 2Y2

OBJECTION

The Reasons for the Objection are as follows;

1. Security has been posted with Tarion totalling \$1,240,000.00 which is cash of \$320,000.00 plus cash held by BMO supporting Letters of Credit from BMO of an additional \$920,000.00.
2. The security was posted in respect of registrations from 2147650, 2148991, 2148990, 2148993 and 2147681 ("Silver Stream Registrants").
3. Silver Streams Homes (Puccini) Inc. ("Puccini") was not registered as a builder or Vendor under the *Ontario New Homes Warranties Plan Act*. (the "Act").
4. Puccini was in fact the builder and Vendor of the homes in the Silver Stream project.
5. Tarion received no security in respect of Puccini a Non Registrant. The security Tarion holds is in respect of Silver Stream Registrants, none of whom were builders or vendors under the Act and against whom no claims under the guarantee fund are being made or can be made.
6. The claims against the guarantee fund are in respect of claims against the Non Registrant Puccini, and the Settlement Agreement seeks in essence to transfer the use of the security posted for the claims made as against Puccini. It seeks to do this by assigning the purchase and sale contracts entered into by Puccini and claims against Puccini as Vendor and builder to the Silver Stream Registrants and utilize the security it holds. Tarion, Imran Jinnah, the Silver Stream Registrants and Puccini should not be permitted to change their contractual arrangements to the detriment of the trades who have filed liens ("Lien claimants").
8. Tarion is not without a remedy as it has been deposed that the principal of the Silver Stream Registrants and of Puccini, Imran Jinnah has provided his personal guarantee for all claims against the guarantee fund.
9. The Settlement Agreement further relieves Imran Jinnah of his guarantee to Tarion and a charge laid under the section 24 of the *Provincial offences Act* if the security can be utilized as contemplated in the Settlement Agreement.
10. There is over \$5,000,000.00 claimed as owing to the Private lenders and a further \$3,500,000.00 of lien claims against the CCAA estate funds which approximate \$4,500,000.00. There will be a priority dispute amongst these large secured claimants and a shortfall.
11. The security of cash should be released by Tarion to the CCAA estate to be distributed according to the priorities as they may be determined.

For these reasons the Lien Claimants object to the Settlement Agreement.

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C.
C-36, AS AMENDED and IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF SILVER STREAMS HOMES INC., SILVER STREAMS HOMES
(PUCCINI) INC., 2148993 ONTARIO INC., 2148990 ONTARIO INC., 2147681 ONTARIO INC.
AND 2147650 ONTARIO INC.

Court File No. 13-10362-00-CL

ONTARIO
SUPERIOR COURT OF JUSTICE -
COMMERCIAL LIST

Proceeding commenced at Toronto

AFFIDAVIT OF FRANK DEL FATTI (MOTION
RETURNABLE APRIL 23, 2015)

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