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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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 OF ARRANGEMENT OF SILVER STREAMS HOMES INC., SILVER STREAMS HOMES (PUCCINI) INC., 2148993 ONTARIO INC., 2148990 ONTARIO INC., 2147681 ONTARIO INC. AND 2147650 ONTARIO INC.

SUPPLEMENTARY RESPONDING RECORD
VOLUME I OF II

BISCEGLIA & ASSOCIATES
PROFESSIONAL CORPORATION
Barristers-at-Law
7941 Jane Street
Suite 200
Concord, Ontario
L4K 4L6
Tel: (905) 695-5200
Fax: (905) 695-5201

Emilio Bisceglia
Lawyers for the Lien Claimants, Argo Lumber Inc. and Newmar Window Manufacturing

TO: SERVICE LIST

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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 OF ARRANGEMENT OF SILVER STREAMS HOMES INC., SILVER STREAMS HOMES (PUCCINI) INC., 2148993 ONTARIO INC., 2148990 ONTARIO INC., 2147681 ONTARIO INC. AND 2147650 ONTARIO INC.

INDEX

/

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

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 OF ARRANGEMENT OF SILVER STREAMS HOMES INC., SILVER STREAMS HOMES (PUCCINI) INC., 2148993 ONTARIO INC., 2148990 ONTARIO INC., 2147681 ONTARIO INC. AND 2147650 ONTARIO INC.

AFFIDAVIT OF DANIELA GAGLIO

I, **DANIELA GAGLIO**, of the City of Vaughan, in the Regional Municipality of York, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am a legal assistant with Bisceglia & Associates Professional Corporation, counsel for the lien claimants, Argo Lumber Inc. and Newmar Window Manufacturing Inc., and, as such, I have knowledge, information and belief of the matters to which I hereinafter depose. Where information is obtained from third parties, I verily believe it to be true.

2. I am advised by Emilio Bisceglia and do verily believe that on May 19, 2015, Imran Jinnah was cross-examined on his Affidavits sworn on March 13, 2015 and March 25, 2015 which Affidavits were sworn in support of the motion being brought by the Applicants to enter into a settlement agreement with Tarion Warranty Corporation.

3. I am advised by Emilio Bisceglia and do verily believe that on May 22, 2015, Jack Greenberg was examined pursuant to *Rule 39.03(1)* and *(2)* of the *Rules of Civil Procedure* in relation to the motion being brought by the Applicants to enter into a settlement agreement with Tarion Warranty Corporation.

4. I am advised by Emilio Bisceglia and do verily believe that during the cross-examination of Mr. Jinnah and the examination of Mr. Greenberg, certain documents were marked as Exhibits #1-13. Attached hereto and marked as **Exhibit "A"** hereto is a true copy of the documents marked as Exhibits #1-13 during the examinations referred to above.

5. I am further advised by Emilio Bisceglia and do verily believe that on May 21, 2015 (the day prior to Mr. Greenberg`s examination), counsel for Mr. Greenberg, Marco Drudi, sent an email to Mr. Bisceglia and other counsel attaching "*documents within Greenberg`s ' Tarion' file*". Attached hereto and marked as **Exhibit "B"** is a true copy of Mr. Drudi`s email and the attachment named "Tarion File".

6. On June 5, 2015, counsel for the Applicants, Maya Poliak, sent an email to counsel attaching a chart containing the Answers to Undertakings from the cross-examination of Mr. Jinnah held on May 19, 2015 along with tab attachments to the answers to undertakings. Attached hereto and marked as **Exhibit "C"** is a true copy of Ms. Poliak`s email, the Chart of Answers to Undertakings of Mr. Jinnah and the tab attachments referred to therein.

7. I swear this affidavit in opposition to the within motion of the Applicants and for no other or improper purpose.

SWORN BEFORE ME in the City of Vaughan, in the Regional Municipality of York, this 12th day of June, 2015	))))	DANIELA GAGLIO
A Commissioner, etc. SONJA TURAJLICH		

EXHIBITS #1-13 FROM THE CROSS-EXAMINATION OF IMRAN JINNAH HELD MAY 19, 2015 AND THE EXAMINATION OF JACK GREENBERG HELD MAY 22, 2015

This is Exhibit "A" referred to in the affidavit of DANIELA GALIO sworn before me, this 12TH day of JUNE 20 15

SONJA TURAJLICH

4

EXHIBIT No. 1

EXAMINATION OF Imran Jinnah

ARGO/NEWMAR VS SILVERSTREAMS et al

DATE May 19, 2015

NETWORK REPORTING

Cr 1 5

BMO Bank of Montreal

Irrevocable
Standby Letter of Credit No.: BMTO241737OS

Date Issued: January 13, 2009

Beneficiary:
Tarion Warranty Corporation
5150 Yonge Street
Concourse Level
Toronto, Ontario M2N 6L8

Applicant:
2148993 Ontario Inc. and 2148990 Ontario Inc.
103 Naughton Drive
Richmond Hill, ON L4C 8B3

Amount: Two Hundred Seventy Thousand and 00/100's Canadian Dollars (CAD270.000.00)

Registrant: Silver Streams Homes Inc. (Registration number: 34331)

Pursuant to the Applicant's request on behalf of Silver Streams Homes Inc., we hereby establish our Irrevocable Standby Letter of Credit No. BMTO241737OS (the "Letter of Credit") in the amount of Two Hundred Seventy Thousand and 00/100's Canadian Dollars (CAD270,000.00) in favour of the Beneficiary. This Letter of Credit may be drawn upon at any time by the Beneficiary upon written demand for payment, and such demand will be honoured in full by the Bank of Montreal, Trade Finance Operations, without inquiry as to whether the Beneficiary has any right or claim against the Applicant or the Registrant.

Provided, however, that the Beneficiary will deliver to the Bank of Montreal, Trade Finance Operations, 234 Simcoe Street, 3rd Floor, Toronto, Ontario M5T 1T4, at such time as written Demand for payment is made, a Certificate signed by the Beneficiary indicating that the monies being drawn under this Letter of Credit are being drawn in respect of obligations owed or which will be owed by the Registrant to the Beneficiary.

The amount of this Letter of Credit shall be reduced from time to time as advised by notice in writing given to the Bank of Montreal by the Beneficiary. This Letter of Credit will expire at our counters on the 12th day of January, 2010 which termination date is subject to the following:

COPY

6

BMO Bank of Montreal

It is a condition of this Letter of Credit that it shall be deemed to be automatically extended without amendment for one (1) year from the present or any future expiry date hereof, and so from year to year hereafter, unless at least thirty (30) days prior to such expiry date, Bank of Montreal notifies the Beneficiary in writing by registered mail that we elect not to consider this Letter of Credit renewed for any such additional period.

Partial drawings are permitted on this Letter of Credit.

All Drafts and other documents must be marked "Drawn under Bank of Montreal, Trade Finance Operations, 234 Simcoe Street, 3rd Floor, Toronto, Ontario M5T 1T4, Letter of Credit No. BMTO241737OS dated January 13, 2009."

Signing Officer
BMTO241737OS

Authorised Signing Officer

COPY

7

EXHIBIT No. 2

EXAMINATION OF Imran

Jinnah

ARGO/NEWMAR VS SILVERSTREAMS et al.

DATE May 19, 2015

NETWORK REPORTING

P, 2

8

BMO Bank of Montreal

Irrevocable
Standby Letter of Credit No.: BMTO313560OS

Date Issued: November 12, 2010

Beneficiary:
Tarion Warranty Corporation
Concourse Level
5150 Yonge Street,
Toronto, Ontario M2N 6L8

Applicant:
2148993 Ontario Inc. and
2148990 Ontario Inc. and
2147681 Ontario Inc. and
2147650 Ontario Inc.
103 Naughton Drive
Richmond Hill, ON L4C 8B3

Amount: Four Hundred Thousand and 00/100's Canadian Dollars (CAD 400,000.00)

Registrant: Silver Streams Homes Inc.

Pursuant to the Applicant's request, we hereby establish our Irrevocable Standby Letter of Credit No. BMTO313560OS (the "Letter of Credit") in the amount of Four Hundred Thousand and 00/100's Canadian Dollars (CAD 400,000.00) in favour of the Beneficiary. This Letter of Credit may be drawn upon at any time by the Beneficiary upon written demand for payment, and such demand will be honoured in full by the Bank of Montreal, Trade Finance Operations, without inquiry as to whether the Beneficiary has any right or claim against the Applicant or the Registrant.

Provided, however, that the Beneficiary will deliver to the Bank of Montreal, Trade Finance Operations, 234 Simcoe Street, 3rd Floor, Toronto, ON M5T 1T4, at such time as written Demand for payment is made, a Certificate signed by the Beneficiary indicating that the monies being drawn under this Letter of Credit are being drawn in respect of obligations owed or which will be owed by the Registrant to the Beneficiary.

COPY

The amount of this Letter of Credit shall be reduced from time to time as advised by notice in writing given to the Bank of Montreal by the Beneficiary. This Letter of Credit will expire at our counters on the 11th day of November, 2011 which termination date is subject to the following:

It is a condition of this Letter of Credit that it shall be deemed to be automatically extended without amendment for one (1) year from the present or any future expiry date hereof, and so from year to year thereafter, unless at least thirty (30) days prior to such expiry date, Bank of Montreal notifies the Beneficiary in writing by registered mail that we elect not to consider this Letter of Credit renewed for any such additional period.

Partial drawings are permitted on this Letter of Credit.

All Drafts and other documents must be marked "drawn under Bank of Montreal, Trade finance Operations, 234 Simcoe Street, 3rd Floor, Toronto, ON M5T 1T4, Letter of Credit BMTO313560OS dated November 12, 2010."

Bank of Montreal

Signing Officer
BMTO313560OS

Authorised Signing Officer

COPY

10

EXHIBIT No. 3

EXAMINATION OF Imran Jinnah

ARGO/NEWMAR VS SILVERSTREAMS et al

DATE May 19, 2015

NETWORK REPORTING

L, #3

11

BMO Bank of Montreal

Irrevocable
Standby Letter of Credit No.: BMTO365621OS

Date Issued: April 12, 2012

Beneficiary:
Tarion Warranty Corporation
Concourse Level
5150 Yonge Street,
Toronto, Ontario M2N 6L8

Applicant:
2147650 Ontario Inc.,
2148990 Ontario Inc. and
2148993 Ontario Inc.
103 Naughton Drive
Richmond Hill, ON L4C 8B3

Amount: Two Hundred Fifty Thousand and 00/100's Canadian Dollars (CAD 250,000.00)

Registrant:
Silver Streams Homes Inc.
Whitby Mews Developments Inc.
D & I Developments Inc.
2147650 Ontario Inc.
2148990 Ontario Inc.
2148993 Ontario Inc.
2148991 Ontario Inc.
2147681 Ontario Inc.

Pursuant to the Applicant's request, we hereby establish our Irrevocable Standby Letter of Credit No. BMTO365621OS (the "Letter of Credit") in the amount of Two Hundred Fifty Thousand and 00/100's Canadian Dollars (CAD 250,000.00) in favour of the Beneficiary. This Letter of Credit may be drawn upon at any time by the Beneficiary upon written demand for payment, and such demand will be honoured in full by the Bank of Montreal, Trade Finance Operations, without inquiry as to whether the Beneficiary has any right or claim against the Applicant or the Registrant.

Provided, however, that the Beneficiary will deliver to the Bank of Montreal, Trade Finance Operations, 234 Simcoe Street, 3rd Floor, Toronto, ON M5T 1T4, at such time as written Demand for payment is

COPY

made, a Certificate signed by the Beneficiary indicating that the monies being drawn under this Letter of Credit are being drawn in respect of obligations owed or which will be owed by the Registrant to the Beneficiary.

The amount of this Letter of Credit shall be reduced from time to time as advised by notice in writing given to the Bank of Montreal by the Beneficiary. This Letter of Credit will expire at our counters on the 10th day of April, 2013 which termination date is subject to the following:

It is a condition of this Letter of Credit that it shall be deemed to be automatically extended without amendment for one (1) year from the present or any future expiry date hereof, and so from year to year thereafter, unless at least thirty (30) days prior to such expiry date, Bank of Montreal notifies the Beneficiary in writing by registered mail that we elect not to consider this Letter of Credit renewed for any such additional period.

Partial drawings are permitted on this Letter of Credit.

All Drafts and other documents must be marked "Drawn under Bank of Montreal, Trade Finance Operations, 234 Simcoe Street, 3rd Floor, Toronto, ON M5T 1T4, Letter of Credit BMTO365621OS dated April 12, 2012."

Bank of Montreal

Signing Officer

Authorised Signing Officer

COPY

BMO Bank of Montreal

234 Simcoe Street 3rd Floor
Toronto ON M5T 1T4
Tel: 416 598-6112
Fax: 416 598-6076
SWIFT: BOFMCAT2
Telex: 48155865

13

BK OF MONTREAL TR# 9472
REAL ESTATE FINANCE
11/F, FCP
TORONTO, ONTARIO M5X 1A1 Canada

May 09, 2012

Re: Our Irrevocable Standby Letter of Credit No.: BMTO365621OS, Amendment Number 1
Applicant: 2147650 ONTARIO INC., 2148990

Kindly note that the above-mentioned Standby Letter of Credit was amended in accordance with your instructions.

We enclose a copy of the amendment for your files and for your customer. Kindly ensure your customer reviews the content of the Documentary/Standby Credit and notifies the bank of any concerns within 2 working days.

Please adjust your customer's liability if required.

Unless otherwise instructed herein, all correspondence and enquiries regarding this transaction should be directed to our Customer Service Centre at the above address, telephone: 416-598-6112. Please indicate our reference number in all your correspondence or telephone enquiries.

This document is computer-generated, and requires no signature.

ORIGINAL

BMO Bank of Montreal

14

Irrevocable
Standby Letter of Credit
No. BMTO365621OS

Amendment no. 1
Dated May 09, 2012

Beneficiary:
TARION WARRANTY CORPORATION
5160 YONGE STREET, 12TH FLOOR
TORONTO, ON M2N 6L9, Canada

Applicant:
2147650 ONTARIO INC., 2148990
ONTARIO INC. AND 2148993
ONTARIO
INC., 103 NAUGHTON DRIVE
RICHMOND HILL, ON L4C 8B3
Canada

We amend our Standby Letter of Credit subject to the following terms and conditions. This amendment forms an integral part of the original instrument. All other terms and conditions remain unchanged.

Amended Terms:

The Beneficiary has been amended to: TARION WARRANTY CORPORATION, 5160 YONGE STREET, 12TH FLOOR, TORONTO, ON M2N 6L9 Canada

The Beneficiary's address has been amended to read as shown above.

This amendment is in reference to your letter dated April 25, 2012.

End of Amended Terms

Registrant:
Silver Streams Homes Inc.
Whitby Mews Developments Inc.
D & I Developments Inc.
2147650 Ontario Inc.
2148990 Ontario Inc.

COPY

BMO Bank of Montreal

15

2148993 Ontario Inc.
2148991 Ontario Inc.
2147681 Ontario Inc.

Unless otherwise instructed herein, all correspondence and enquiries regarding this transaction should be directed to our Customer Service Centre at the above address, telephone: 416-598-6112. Please indicate our reference number in all your correspondence or telephone enquiries.

Regards,

Authorised Signature(s)

COPY

BMTO365621OS

TARION
PROTECTING ONTARIO'S NEW HOME BUYERS

Tarion Warranty Corporation
5160 Yonge Street, 12th Floor
Toronto, Ontario M2N 6L9
Toll-Free: 1-877-982-7466
www.tarion.com

16

February 28, 2013

EXHIBIT No. 4
EXAMINATION OF Imran Jinnah
ARGO/NEWMAR VS SILVERSTREAM et al.
DATE May 19, 2015
NETWORK REPORTING

Imran Jinnah
Silver Streams Homes
Silver Streams Homes Inc.
103 Naughton Dr.
RICHMOND HILL ON, L4C8B3

Dear: Imran Jinnah

Re: Replacement of Indemnity for Renewal of Registration
Builder Reference No. 34331

Your registration is up for renewal and your Indemnity is approaching its expiry date. Therefore, we are enclosing an Indemnity form for your Indemnitors to execute and return. The purpose of this is to ensure that all registrations will continue to have adequate financial strength to continue to meet the financial criteria based on Builder Bulletin 28.

Please have all Indemnitors sign the enclosed Indemnity. This Indemnity will commence once the previous one expires. If you wish to add an additional Indemnitor, please contact us at the number below.

If all Indemnitors do not sign, then a risk assessment will be performed based on the financial strength of the Indemnitors who have signed. If the equity is not sufficient, we will notify the registrant.

This will be an ongoing project. If you have more than one registration and you wish to replace the Indemnities of the other registrations at the same time, please contact us.

Please return the Indemnity, signed by all parties, with your renewal form. You will continue to be required to submit updated financial information for all Indemnitors with each renewal of your registration. If the Indemnity is not submitted with the renewal we will follow up to stress the importance and impact on your registration if a signed Indemnity is not returned.

If you have any questions, please contact us at 1-877-696-6497 ext. 3001 or 416-229-3844 ext. 3001.

Sincerely,

Licensing and Underwriting

INSTRUCTIONS FOR COMPLETING THE INDEMNITY

1. Page 1 – After the words "This Indemnity made this ..." (found at the top of the page) insert the date on which the Indemnitor(s) is/are are signing the Indemnity.

2. Page 1 – On the blank line(s) after the word "From:" type or print the name(s) and address(es) including fax number, of the person(s), or corporation signing as Indemnitor(s) – unless already completed by Tarion. For personal Indemnitors please put home address, for corporate Indemnitors please put business address.

3. Page 1 – On the blank line(s) after the word "Re:" type or print the name of the Applicant or Registrant – unless already completed by Tarion. (Be sure to include the Registrant's registration number.)

4. Page 3 – Under paragraph (e) multiply the number of units that the Applicant or Registrant is proposing to build by $20,000 and write that figure in the first blank, then write the number of proposed units in the blank two lines below.

(Example: If 4 units are proposed = 4 x $20,000 = $80,000, write $80,000 in the first blank, and write 4 in the blank two lines below.)

After the blanks are filled in, the person(s) signing as Indemnitor(s) must each write his/her initials on a line in the box beside paragraph (e).

5. Page 9 – Each Indemnitor(s) must sign on the line where it indicates "Indemnitor Signature". A personal Indemnitor must then print his/her name underneath where it indicates "Print Name of Indemnitor." If the Indemnitor is a corporation, the signing officer must write, "**I have authority to bind the corporation**" underneath his/her signature, as well as the name of the corporation they are signing on behalf of. Signatures must be witnessed, see below.

6. The witness must sign his/her name where it indicates "Witness Signature" then print his/her name and address on the lines underneath. A family member must not sign as a witness and a witness must be 18 years of age or older.

7. A corporate Indemnitor must receive prior approval from Tarion Warranty Corporation.

8. Submit the completed Indemnity to Tarion Warranty Corporation as soon as possible. If you require assistance completing this form or if you have any questions please do not hesitate to contact us at 1-877-696-6497 ext. 3001.

Note: If the Indemnity is not completed according to these instructions, or if there are any changes, deletions, corrections (i.e. use of white out, items crossed off and initialed) etc., the Indemnity will be returned, resulting in a delay of the Applicant's registration or Registrant's renewal.

INDEMNITY
(the "INDEMNITY")

THIS INDEMNITY MADE THIS 24th DAY OF April, 2013.

TO: TARION WARRANTY CORPORATION ("Tarion")

FROM:

A. Imran Jinnah
(Name)

(Address and fax number)

B.
(Name)

(Address and fax number)

C.
(Name)

(Address and fax number)

D.
(Name)

(Address and fax number)

(the "Indemnitor(s)")

RE:

Silver Streams Homes Inc. 34331
(Name) (Tarion Registration No.)

(Address)

(the "Registrant")

WHEREAS:

1. Tarion is a private, non-profit corporation designated by the Lieutenant Governor in Council to administer the *Ontario New Home Warranties Plan Act*, as amended from time to time (the "Act");

2. The Registrant has applied to Tarion for registration as a vendor and/or builder under the Act;

3. The Indemnitor(s) has/have executed this Indemnity in order to secure the due performance and fulfillment of all obligations and liabilities of the Registrant to Tarion (and not specific to any particular home(s) or project(s) of the Registrant), subject to the terms of this Indemnity;

NOW THEREFORE THESE PRESENTS WITNESSETH that for good and valuable consideration and the sum of two ($2.00) dollars of lawful money of Canada paid by Tarion to the Indemnitor(s) (the receipt and sufficiency of which is hereby expressly acknowledged), and in consideration of the registration of the Registrant under the Act, the Indemnitor(s) hereby:

Effective Date of Indemnity

(a) agree(s) that the obligations of each Indemnitor under this Indemnity shall take effect on the following date(s) (the "Effective Date" for each Indemnitor):

(i) for each of those Indemnitor(s) who have not signed a previous Indemnity Agreement with Tarion for the benefit of the Registrant that is still in effect as of the date of the signing of this Indemnity, this Indemnity shall take effect on the date of the signing of this Indemnity (as indicated at the top of page 1 of this Indemnity); and/or

(ii) for each of those Indemnitor(s) who have signed a previous Indemnity Agreement with Tarion for the benefit of the Registrant that is still in effect as of the date of the signing of this Indemnity (as indicated at the top of page 1 of this Indemnity) (the "Previous Indemnity"), this Indemnity shall take effect immediately upon the expiry or other termination of the Previous Indemnity.

General Indemnity

(b) unconditionally and irrevocably agree(s) to indemnify, defend, protect and save Tarion harmless from and against all losses, costs, claims, damages and/or liabilities whatsoever heretofore or hereafter suffered or incurred by Tarion resulting from (or arising out of):

(i) the failure of the Registrant to perform all obligations heretofore or hereafter undertaken, incurred or binding upon the Registrant arising under the Act, the regulations enacted thereunder, as amended from time to time (the "Regulations"), any agreement between Tarion and the Registrant and/or any builder bulletins issued by Tarion from time to time which are applicable to the Registrant (the "Bulletins"), and which are binding upon the Registrant in accordance with the Act or the Regulations; and/or

(ii) the payment or satisfaction by Tarion in whole or in part of any claim asserted by any party pursuant to the Act in

respect of, or otherwise related in any manner to any home

20

enrolled (or which ought to have been enrolled), constructed and/or sold by or on behalf of the Registrant;

and this Indemnity shall extend to all amounts paid by Tarion in its sole judgment, acting reasonably, to satisfy any claim(s) made against it under the Act in respect of the Registrant, provided however that the Indemnitor(s) shall not be required to indemnify Tarion in respect of any payment made towards the satisfaction of a major structural defect claim, where such claim is made at any time after the expiry of two years from the effective commencement date of the warranty period applicable to major structural defects, relating to the home or condominium unit or common element which is the subject of such claim;

Indemnity for other costs incurred by Tarion

(c) unconditionally and irrevocably agree(s) to indemnify and save Tarion harmless from and against all costs or expenses incurred by or on behalf of Tarion in protecting or enforcing its rights and/or remedies under this Indemnity, including without limitation, all reasonable legal costs incurred on a solicitor and his or her own client and/or substantial indemnity basis (excluding Tarion's own in-house counsel charges);

Monies owing by the Indemnitor(s) to Tarion payable on demand, with interest accruing thereon

(d) agree(s) that all amounts payable under this Indemnity are payable on demand, and that interest shall accrue and be due, owing and payable by the Indemnitor(s) on all amounts in respect of which the Indemnitor(s) is/are obliged to pay to Tarion pursuant to the provisions of this Indemnity, at the rate of eighteen per cent (18%) per annum, calculated annually not in advance (or at such other interest rate as may be stipulated from time to time by the Regulations), and accruing from and after the respective date(s) that any amount(s) is/are so demanded and correspondingly due and owing to Tarion, to and until the date that all such amounts (together with all interest accrued thereon as aforesaid) have been fully paid or remitted to Tarion;

Limitation of liability

Indemnitor(s) Initials:
______ INJ
______ INJ

(e) agree(s) that subject to paragraph (f) below, the maximum liability of the Indemnitor(s) to Tarion arising under this Indemnity, shall not exceed the sum of $620000.00 dollars in Canadian funds in the aggregate, with such figure being predicated on the Registrant constructing and/or selling no more than 31 homes during the term of this Indemnity in any annual registration period of the Registrant (hereinafter referred to as the "Unit Limit"), on the express understanding that in the event the Registrant constructs and/or sells any home in excess of the Unit Limit, then the maximum liability of the Indemnitor(s) hereunder shall increase by $30,000 increments in Canadian funds for each home constructed and/or sold in excess of the Unit Limit;

Maximum liability for condominium projects

(f) agree(s) that if the Registrant provides written notice and such documentation, agreements and security as Tarion may require concerning a proposed condominium project prior to the marketing of the condominium project, then the maximum liability for each condominium project constructed and/or sold will not exceed $1

21

million dollars in Canadian funds in the aggregate;

Expiration of Indemnity (g) agree(s) that the obligations and liabilities of each Indemnitor to Tarion arising under this Indemnity shall commence on the respective Indemnitor's applicable Effective Date (as set out in paragraph (a) above) and shall automatically expire (and be of no further force or effect) upon the expiry of five (5) years from the applicable Indemnitor's Effective Date (hereinafter referred to as the "Expiry Date"), unless written notice of a demand or claim under this Indemnity, or of any default by the Registrant which, if left unrectified, might ultimately lead to a claim against the Registrant, is given to the respective Indemnitor by Tarion prior to the Expiry Date;

Enforcement of Indemnity (h) agree(s) that Tarion shall not be obliged to proceed against the Registrant before proceeding to enforce the liabilities or obligations of the Indemnitor(s) under this Indemnity, and further expressly agree(s) that Tarion need not pursue or exhaust its rights, remedies or recourse against or in respect of any guarantees, indemnities or securities provided or posted by the Registrant or any other party or parties in connection with the Registrant's obligations, prior to Tarion proceeding against the Indemnitor(s);

Release, diminution or termination of liability under this Indemnity (i) agree(s) that save and except as provided for under subparagraph (e) hereof, the liabilities and obligations of the Indemnitor(s) arising under this Indemnity may be:

(i) released or diminished (in whole or in part) only by a written instrument executed by Tarion evidencing or confirming same; and/or

(ii) terminated and fully discharged only upon the outstanding obligations, indebtedness and/or liabilities of the Registrant to Tarion being fully paid and/or satisfied;

Settlement by Tarion with the Registrant and/or other parties (j) agree(s) that Tarion may, without notice to and without the consent of the Indemnitor(s), make any settlement with the Registrant and/or any party or parties asserting a claim in respect of which Tarion shall be entitled to indemnification under the Indemnity, without releasing or diminishing the liabilities or obligations of the Indemnitor(s) to Tarion arising under this Indemnity;

Other indemnities or security (k) agree(s) that this Indemnity is in addition and supplemental to all other indemnities, guarantees and/or any other security heretofore or hereafter held or taken by Tarion in connection with the Registrant's obligations, and further agree(s) that the liability of the Indemnitor(s) hereunder shall not be reduced, eliminated or otherwise effected by the manner in which Tarion deals with, or purports to enforce, release or discharge such other indemnities, guarantees or security;

No inducements to the Indemnitor(s) to provide this Indemnity (l) confirm(s) and agree(s) that there are no representations, warranties, collateral agreements or conditions with respect to this Indemnity, or which may have induced the Indemnitor(s) to execute this Indemnity, or affecting the liabilities or obligations of the Indemnitor(s) to Tarion arising under this Indemnity, other than as expressly set forth herein;

Primary liability under this Indemnity

(m) agree(s) that the liability of the Indemnitor(s) to Tarion under this Indemnity is as a principal debtor, and not as a surety, and the Indemnitor(s) shall not plead or assert the contrary in any legal proceeding(s) commenced by Tarion in respect of this Indemnity;

Indemnity joint and several

(n) agree(s) that, in the case where more than one person is liable to Tarion under this Indemnity, the liability of each of the Indemnitor(s) under this Indemnity shall be joint and several;

Waiver of certain defences

(o) agree(s) that Tarion may, in its sole and unfettered discretion, acting reasonably, and without notice to and without the consent of the Indemnitor(s), do any one or more of the following acts or things, without releasing or diminishing the liabilities or obligations of the Indemnitor(s) to Tarion arising under this Indemnity, namely:

Release, reduce or discharge the liability of the Registrant or others

(i) release, reduce or discharge in whole or in part, or otherwise enter into any settlement in respect of, the liabilities and obligations of the Registrant to Tarion, and/or the liabilities and obligations of any other indemnitor, guarantor, surety or other person liable to Tarion for any or all of the obligations of the Registrant to Tarion;

Revise the Registrant's liabilities

(ii) increase, decrease, or otherwise revise the nature, extent or quantum of the obligations and liabilities of the Registrant to Tarion;

Extend or renew the Registrant's obligations

(iii) extend or renew the obligations of the Registrant to Tarion;

Release, reduce or discharge other security held by Tarion

(iv) release, reduce or discharge in whole or in part, any security heretofore or hereafter held or taken by Tarion in connection with the Registrant's obligations; or

Other indulgences, extensions, etc.

(v) grant any indulgences, extensions of time, rectification periods and/or waivers of default, to or for the benefit of the Registrant or any other indemnitor, guarantor, surety or other person liable to Tarion for any or all of the obligations of the Registrant to Tarion;

No change in liability due to bankruptcy or other changes associated with Registrant

(p) acknowledge(s) and agree(s) that the liabilities and obligations of the Indemnitor(s) under this Indemnity shall not be released or diminished by reason of the death, loss of capacity, insolvency or bankruptcy of the Registrant, nor by reason of any change in the officers, directors, shareholders, joint venture members or partners of the Registrant, nor by reason of the expiry or revocation of the registration of the Registrant under the Act, nor by reason of any amendment, alteration or modification of the Act, the Regulations, any agreement between Tarion and the Registrant and/or any Bulletins, nor by reason of any agreement entered into between Tarion and the Registrant being released or discharged by operation of

23

law, or being judicially determined to be invalid or ineffective (in whole or in part), or unenforceable by Tarion against the Registrant or the Registrant's trustee in bankruptcy;

Waiver of all other defences

(q) waive(s) any defense arising by reason of any incapacity, disability and/or lack of power (or any other limitation with respect to the status, capacity or power) of the Indemnitor(s) and/or the Registrant (or of the directors, officers, partners or agents of the Indemnitor(s) and/or the Registrant, as the case may be), or by reason of any irregularity, defect or informality in the entering into or execution of this Indemnity and/or any agreement between Tarion and the Registrant, and hereby further waive(s) any and all other defences that may otherwise be lawfully alleged, pleaded or asserted by the Indemnitor(s) in defence of any legal proceedings commenced by Tarion in respect of this Indemnity;

Effect of other agreements

(r) agree(s) that the Indemnitor(s) shall be and remain bound to perform the obligations and liabilities of the Indemnitor(s) arising under this Indemnity notwithstanding the contents or provisions of any agreement(s) heretofore or hereafter entered into between the Registrant and Tarion, and notwithstanding that any such agreement(s) may be void or voidable as against the Registrant (or the Registrant's trustee in bankruptcy), and notwithstanding that the Indemnitor(s) may not have received or reviewed any such agreement(s);

Waiver of notice of Registrant's default and demand for performance or payment by Registrant

(s) waive(s) any notice of any neglect or failure on the part of the Registrant to perform or fulfill any or all of the Registrant's obligations to Tarion, or to pay any or all of the liabilities incurred or owing by the Registrant to Tarion, and further waive(s) the requirement to be notified of any demand for performance and/or payment made by Tarion against the Registrant;

Indemnity governed by the laws of Ontario and Canada

(t) confirm(s) and agree(s) that this Indemnity:

(i) shall be construed in accordance with (and be governed by) the laws of the province of Ontario and the laws of Canada, applicable thereto; and

Binding nature of the Indemnity

(ii) shall extend and enure to the benefit of the successors and assigns of Tarion, and shall correspondingly be binding upon the Indemnitor(s) and the heirs, estate trustees, legal representatives and successors of the Indemnitor(s);

Jurisdiction of legal proceedings

(u) agree(s) to attorn to the jurisdiction of the courts of the province of Ontario, and confirm(s) that any legal proceeding in respect of this Indemnity shall be tried at Toronto or such other venue as is proposed by Tarion in any application or originating process initiated by Tarion in respect of this Indemnity;

Validity of Indemnity despite timing of Registrant's registration

(v) acknowledge(s) and agree(s) that notwithstanding anything hereinbefore provided to the contrary, this Indemnity shall be valid, and/or absence of existing vendor/builder agreement

binding upon and enforceable against the Indemnitor(s), whether or not the Registrant is registered under the Act before or after the date of this Indemnity, and whether or not any agreement between Tarion and the Registrant is entered into before or after the date of this Indemnity;

Financial and credit information

(w) agree(s) to provide Tarion with any financial information in respect of the Indemnitor(s) relevant to this Indemnity and authorize(s) Tarion to procure and utilize, from time to time, credit information in respect of the Indemnitor(s), and agree(s) that no action, claim or proceeding will be instituted against Tarion in respect of any damages incurred by the Indemnitor(s) as a consequence thereof provided such information is not disclosed to any third party, except credit reporting agencies to whom Tarion owes a duty of disclosure, and except as otherwise required by law;

Indemnity prepared in the English language

(x) acknowledge(s) and confirm(s) that this Indemnity has been requested by the Indemnitor(s) to be written or drawn up in the English language;

Gender and number

(y) agree(s) that this Indemnity shall be construed with all changes in gender and/or number as may be required by the context;

Severability of invalid provisions

(z) agree(s) that any provision of this Indemnity which is judicially determined to be illegal or unenforceable by a court of competent jurisdiction, shall be ineffective and inapplicable to the extent of such illegality or unenforceability, without invalidating or in any way impairing the enforceability and effectiveness of the remaining provisions hereof;

Condition precedent

(aa) acknowledge(s) and agree(s) that without the Indemnitor(s) executing and delivering this Indemnity to and in favour of Tarion, Tarion would not have registered (or will not register, or permit the continued registration of) the Registrant under the Act;

Notice of claim by Tarion under this Indemnity

(bb) acknowledge(s) and agree(s) that notice of any claim being made by Tarion against the Indemnitor(s) in respect of this Indemnity (as well as any other notice desired to be given by Tarion to the Indemnitor(s)) shall be conclusively deemed to have been sufficiently given if such notice is in writing and delivered by ordinary mail, hand/courier, or by fax at the address set out above for the Indemnitor(s), only on business days (excluding Saturday, Sundays and statutory holidays), and shall be deemed to have been received by the Indemnitor(s) on the third business day after any such notice has been mailed/posted, or on the day that same has been delivered by hand/courier or fax, on the express understanding that any notice delivered by hand/courier or fax after 4:30 p.m. shall be deemed to have been received on the next business day following the date of such delivery or such fax transmission (as the case may be), and provided further that if faxed, a confirmation of such faxed transmission must be received by Tarion at the time of such transmission, otherwise same shall be deemed not to have been properly or sufficiently faxed to the Indemnitor(s);

25

Independent legal advice	(cc)	acknowledge(s) having received INDEPENDENT LEGAL ADVICE with respect to this Indemnity, and confirm(s) that the Indemnitor(s) and its/their legal counsel have been given an opportunity by Tarion to review the Act, the Regulations, and the Bulletins issued by Tarion to the date hereof (as well as any agreement(s) between the Registrant and Tarion in existence as of the date hereof), and expressly acknowledge(s) and confirm(s) having read and understood the terms and provisions hereof before having executed this Indemnity;
Receipt of true copy	(dd)	acknowledge(s) having received a true and completed copy of this Indemnity;
Further assurances	(ee)	agree(s) that the Indemnitor(s) shall, if so required by Tarion at any time prior to the Expiry Date, execute and deliver any acknowledgments and confirmations of this Indemnity as Tarion may require in order to evidence or confirm the continuing liability of the Indemnitor(s) hereunder;
Margin notes	(ff)	agree(s) that the insertion of margin notes in this Indemnity is for the purpose of convenience of reference only, and shall not affect the construction or interpretation of this Indemnity.

SIGNED AND DELIVERED
in the presence of:

Witness Signature	) Indemnitor Signature
ASMA - JINNAH Print Name	) Imran Jinnah) Print Name of Indemnitor
ASMA. 103. NAUGHTON DR Address RICHMOND-HILL, ONT, L4C 8B3	)

Witness Signature	) Indemnitor Signature
Print Name	) Print Name of Indemnitor
Address	)

Witness Signature	) Indemnitor Signature
Print Name	) Print Name of Indemnitor
Address	)

Witness Signature	) Indemnitor Signature
Print Name	) Print Name of Indemnitor
Address	)

THIS DOCUMENT CONTAINS SECURITY FEATURES SEE REVERSE

1587

27

SILVER STREAMS HOMES INC.
103 NAUGHTON DRIVE
RICHMOND HILL, ONTARIO L4C 8B3
TEL: (416) 819-1650

RBC ROYAL BANK
ST. CLAIR & YONGE BRANCH
10 ST. CLAIR AVENUE WEST
TORONTO, ONTARIO M4V 1L4

DATE 2 4 0 4 2 0 1 3
D D M M Y Y Y Y

PAY ******Five Hundred and 00/100

$ **500.00

TO THE ORDER OF Tarion Warranty Corporation

SILVER STREAMS HOMES INC.

PER

MEMO Renewal of registration with Tarion Warranty Corp. (SILVER STREAMS HOMES INC.)

⑈001587⑈ ⑆06402⑉003⑆ 102⑉047⑉8⑈

SILVER STREAMS HOMES INC.

Tarion Warranty Corporation 24/04/2013 1587

500.00

RBC -ac.#101-218-6 Renewal of registration with Tarion Warranty Cor 500.00

SILVER STREAMS HOMES INC.

Tarion Warranty Corporation 24/04/2013 1587

500.00

RBC -ac.#101-218-6 Renewal of registration with Tarion Warranty Cor 500.00

Product WSS9209 Use with W775 Double Window or W779 Single Window Envelope Printed in Canada

28

Tarion Warranty Corporation
5160 Yonge Street, 12th Floor
Toronto, Ontario M2N 6L9
Toll-Free: 1-877-982-7466
www.tarion.com

TARION
PROTECTING ONTARIO'S NEW HOME BUYERS

PLEASE NOTE THAT THIS WILL
BE YOUR ONLY NOTICE OF RENEWAL

March 01, 2013

Reference No. 34331
Silver Streams Homes Inc.
103 Naughton Dr.
RICHMOND HILL ON L4C8B3

Dear Registrant:

Your Registration will expire on May 27, 2013.

Please find enclosed an Application for the renewal of your registration with Tarion Warranty Corporation. The completed Application for Renewal of Registration form, current financial statements, personal net worth statements, back up documentation and fee of $500.00 (Tax exempt) should be submitted to Tarion at least 30 days before your registration expires.

If you allow your registration to expire, your current registration will not be reinstated.

Renewal is required if:

(a) You still have unsold units in inventory, including condominium units to which title has not yet been transferred.
(b) You have appealed a Notice of Proposal and are waiting for a License Appeal Tribunal (LAT) hearing and/or decision (to retain right of appeal).
(c) You are expecting to build and/or sell new homes in the next twelve months.

Commencing in 2007 Administrative Statistics regarding your registration, enrolment and Certificate of Completion and Possession submission timelines became available on the Builder Portal. These statistics are taken into consideration when Tarion is reviewing your file and they also factor into the Risk Assessment and can affect your security requirements. Poor statistics may also affect your on-going registration with Tarion. If you do not already have access to the Builder Portal we encourage you to sign up, you can do so by calling the Builder Relations department at 416-229-3844 ext. 3812 or 1-877-696-6497 ext. 3812.

If you have any questions regarding renewal, please do not hesitate to contact Licensing & Underwriting at 416-229-3844 ext. 3001 or 1-877-696-6497 ext. 3001.

Sincerely,

John Becevello

John Becevello, CA
Deputy Registrar

29

TARION
PROTECTING ONTARIO'S NEW HOME BUYERS

Tarion Warranty Corporation
5160 Yonge Street, 12th Floor
Toronto, Ontario M2N 6L9
Toll-Free: 1-877-982-7466
www.tarion.com

Reference No 34331
Renewal Date: 2013 05 27
YEAR/MONTH/DAY

PPLICATION FOR RENEWAL OF REGISTRATION

be completed by the Registrant and filed with Tarion at least 30 days before the current registration/renewal of registration expires. Every registration, or renewal of registration expires one year after the date it is granted to the Registrant.

lease print or type and make sure all sections are fully completed and your Application is signed.

SECTION 1 - REGISTRANT

Name: Silver Streams Homes Inc. Marketing Name:

Type of Registration: ☐ vendor ☐ builder ☒ vendor/builder HST No.: 866678303 RT 0001

Address: 103 Naughton Dr. (NUMBER AND STREET) UNIT/SUITE RICHMOND HILL (CITY) ON (PROVINCE) L4C8B3 (POSTAL CODE)

Phone: 416-819-1650 Fax: 905-508-3671

E-mail: imranjinnah@hotmail.com Web site: www.silverstreamshomes.com

PLEASE REPORT ANY CHANGES IF THE INFORMATION ABOVE IS OUTDATED OR INACCURATE:

Name: (please complete section 3[a]) Marketing Name:

Type of Registration: ☐ vendor ☐ builder ☐ vendor/builder HST No.: RT 0001

Address: NUMBER AND STREET / UNIT/SUITE / CITY / PROVINCE / POSTAL CODE

Phone: Fax:

E-mail: Web site:

SECTION 2 - CONTACT PERSON

(Person to whom all correspondence from Tarion's Licensing and Underwriting Department, including confidential information, will be directed)

Name: Imran Jinnah

Address: ☑ Same as above or,

NUMBER AND STREET UNIT/SUITE CITY PROVINCE POSTAL CODE

Phone: 416-819-1650 Cell Phone:

Fax: E-mail: imranjinnah@hotmail.com

PLEASE REPORT ANY CHANGES IF THE INFORMATION ABOVE IS OUTDATED OR INACCURATE:

Name:

Address: ☑ Same as above or,

NUMBER AND STREET / UNIT/SUITE / CITY / PROVINCE / POSTAL CODE

Phone: Cell Phone:

Fax: E-mail:

30

TARION
PROTECTING ONTARIO'S NEW HOME BUYERS

CTION 3 - CHANGES IN BUSINESS ORGANIZATION DURING THE PAST 12 MONTHS

Note: If you create a new company or change your current type of business organization (e.g., from a sole proprietorship to a corporation), in the event of the admission or retirement of partners (if your business is a partnership), a new Application for Registration must submitted. This section refers only to changes that do not affect the status or continuity of your business organization.

f Registrant is a corporation:

a) Please identify any changes in the name of the company: ☑ No changes

Changed from ______________ to ______________

(Please attach a certified copy of the Articles of Amendment, if applicable.)

b) Has there been any change in the principals of the company? ☐ Yes ☑ No

If "Yes", please identify:

Name FORMER Principal	Name NEW Principal	% ownership NEW Principal	Date shares transferred

c) Has there been any change in the Officers or Directors of the Registrant? ☐ Yes ☑ No

If "Yes", please identify:

Name of Director	Appointment Date	or Resignation Date

Name of Officer	Appointment Date	or Resignation Date

(Please attach a copy of the Notice of Change filed with the Ministry of Consumer and Business Services [MCBS])

d) Please provide the name and additional information on the NEW Principals, Directors and Officers of the Registrant:

	Name	Name	Name	Name
Title (Principal, Director or Officer)				
Address				
Phone				
Fax				
E-mail				
Social Insurance Number*				
Ontario Driver's License Number*				

*This data is used for the purpose of properly verifying and linking the information submitted by the Registrant with the information contained in our records. Note that an inaccurate matching of the Registrant's name (or the names of Directors and Officers of the Registrant) with that of another Registrant with an identical name may affect your application for renewal with Tarion, your security requirements and ... listings.

31

TARION

PROTECTING ONTARIO'S NEW HOME BUYERS

...TION 4

...e identify the number of units that the Registrant currently has under construction or completed, where title has not yet been transferred ...e purchaser:

	# Units	Municipality or Municipalities
Condominium		
Freehold		

...CTION 5 - RESIDENTIAL CONSTRUCTION EXPECTED TO BE BUILT OR SOLD BY THE ...EGISTRANT DURING THE 12 MONTHS FOLLOWING THE DATE OF RENEWAL

	Freehold	Contract	Condominium*
... Total number of units:			
...). Unit Value/Range:			
c. Average sale/contract price:			
d. Average deposit per unit:			
e. Municipality or Municipalities:			

* If security for the proposed condominium project has already been submitted to Tarion, please state the type of security, instrument number and amount:

Security Type	Instrument #	Amount ($)

SECTION 6 - SECURITY

Tarion's security requirements for all vendor/builders will be assessed on registration and renewal, and when appropriate between periods of renewal. Depending on size, tenure, business/technical skills, financial information and the number of units and unit type proposed, vendor/builders will be assessed a security amount from $0 to $20,000 per unit. For further information on security requirements and the release of security, please refer to Builder Bulletin 28 (Revised, 2001), or contact the Tarion Offices.

SECTION 7 - DOCUMENTS REQUIRED FOR RENEWAL

(Note: Your Registration will automatically expire if you fail to submit all documents required by this Application for Renewal before your renewal date)

- ☐ Duly completed and signed Application for Renewal of Registration
- ☐ If the Registrant sells but does not build homes (vendor), or builds but does not sell homes (builder), a copy of the agreement between the builder and the vendor if there have been changes since the last Registration/Renewal.
- ☐ Renewal fee
- ☐ Current financial statements or interim statements
- ☐ Up-to-date Personal Net Worth Statement with supporting documentation
- ☐ Articles of Amendment, if applicable
- ☐ Notice of Change of Directors and Officers filed with MCBS, if applicable

The Registrant hereby authorizes Tarion to conduct such investigations of the Registrant's activities and make such inquiries and obtain credit reports as may be necessary for its determination of the Registrant's ability to meet its obligations.

I declare that the preceding information is correct and accurate. This Application for Renewal of Registration has been executed by or on behalf of the Registrant on this date: I have authority to bind the Registrant,

2013 / 04 / 24
YEAR/MONTH/DAY

IMRAN JINNAH
PRINT NAME OF AUTHORIZED SIGNING OFFICER

SIGNATURE OF AUTHORIZED SIGNING OFFICER

SILVER STREAMS HOMES INC
PRINT NAME OF REGISTRANT

32

TARION
PROTECTING ONTARIO'S NEW HOME BUYERS

Tarion Warranty Corporation
5160 Yonge Street, 12th Floor
Toronto, Ontario M2N 6L9
Toll-Free: 1-877-982-7466
www.tarion.com

July 31, 2013

Imran Jinnah
Silver Streams Homes
Box No. 30534, 10660 Yonge St.
RICHMOND HILL ON L4C 0C7

Dear Imran Jinnah:

Re: Conditions of Registration
Reference No. 34331 – Silver Streams Homes Inc.
Reference No. 40567 – Whitby Mews Developments Inc.
Reference No. 40559 – 2147650 Ontario Inc.
Reference No. 40568 – 2148990 Ontario Inc.
Reference No. 40569 – 2148993 Ontario Inc.
Reference No. 40565 – 2148991 Ontario Inc.
Reference No. 40570 – 2147681 Ontario Inc.

I refer to your application received for registration with Tarion Warranty Corporation ("Tarion"). Under the guidelines of Builder Bulletin 28 (Revised), Tarion has completed its assessment for security purposes.

I propose to make your registration with Tarion subject to the following conditions:

1. The blanket security in the amount of $1,240,000 currently held with Tarion will be maintained. The total blanket security will cover all obligations owed or which will be owed by the above named registrant to Tarion however they arise.

   The release of security will be dependent on the expiry of both deposit and warranty coverage. If all issues are not resolved, the security will remain in place at the discretion of the Registrar.

2. You will use Silver Streams Homes Inc., Reference Number 34331, as the builder for all freehold units under the umbrella of Silver Streams Homes. Should circumstances change and you enter into a contract with another builder, you will inform Tarion of the name, registration number, and provide a copy of the contract. A new risk assessment to determine the terms and conditions for the project will be conducted.

3. **Whitby Mews Developments Inc.** shall not, without prior written consent, sell more than **FIVE (5)** freehold homes including the **TWO (2)** homes already enrolled located at 12 and 13 Bridlewood WHITBY.

IND

4. 2147650 **Ontario Inc.** shall not, without prior written consent, sell more than the **ONE (1)** home already enrolled located lot 52 Puccini Dr., RICHMOND HILL.

5. 2148990 **Ontario Inc.** shall not, without prior written consent, sell more than **TWENTY (20)** including the **TEN (10)** homes already enrolled located at 19, 21, 18, 20 and 22 Rossini Dr., RICHMOND HILL and 64, 66, 68, 70 and lot 25 Puccini Dr., RICHMOND HILL.

6. 2148993 **Ontario Inc.** shall not, without prior written consent, sell more than **SEVEN (7)** freehold homes including the three (3) home already enrolled located at 80 and 84 Puccini Dr., RICHMOND HILL and 4 Pavarotti St., RICHMOND HILL

7. 2148991 **Ontario Inc.** shall not, without prior written consent, sell more than **FOURTY-EIGHT** (48) homes.

8. 2147681 **Ontario Inc.** shall not, without prior written consent, sell more than the **EIGHTEEN (18)** homes including the seven (7) already enrolled located at lots 61 Puccini Dr., RICHMOND HILL, and 57, 58, 60, 62, 64 and 66 Rossini Dr., RICHMOND HILL.

9. Tarion Warranty Corporation (Tarion) has conducted a credit check on your companies, which indicated statements of claims/construction liens for the following:

   a. $930,120 - Con-Drain Company (1983) Limited

   Please provide a summary of your defense with respect to the above. Further, please provide the particulars regarding whether the statements of claim have been satisfied.

At each renewal, a risk assessment will be conducted to review security requirements. Should complaints or claims exist against the vendor or builder it would have a negative impact on the release of the security.

If you do not maintain an active registration, any security held will be maintained until all warranty obligations are met.

I am prepared to consider your registration with Tarion if the foregoing conditions are acceptable to you. These conditions of registration do not restrict the Registrar from placing further conditions on your registration that are deemed to be appropriate.

Please confirm your acceptance of these conditions of registration by signing and returning the duplicate copy of this letter by **June 19, 2012** . Your application will not be approved until a signed copy of the terms and condition letter is returned. If you have any

IND

questions, please contact Hiliary Scarlett at 416-229-9200 ext. 3167 or toll free at 1-877-982-7466.

Sincerely,

John Becevello

John Becevello, CA
Deputy Registrar

CONSENTED AND AGREED TO:

Vendor/Builder: Silver Streams Homes Inc.
Reference No.: 34331

By: Imran Jinnah
(Corporate seal where applicable) Signature of Authorized Signing Officer

INRAN JINNAH
Print Name of Authorized Signing Officer

Vendor/Builder: Whitby Mews Developments Inc.
Reference No.: 40567

By: Imran Jinnah
(Corporate seal where applicable) Signature of Authorized Signing Officer

INRAN JINNAH
Print Name of Authorized Signing Officer

Vendor/Builder: 2147650 Ontario Inc.
Reference No.: 40559

By: Imran Jinnah
(Corporate seal where applicable) Signature of Authorized Signing Officer

INRAN JINNAH
Print Name of Authorized Signing Officer

Vendor/Builder: 2148990 Ontario Inc.
Reference No.: 40568

By:
(Corporate seal where applicable)

Signature of Authorized Signing Officer

IMRAN JINNAH

Print Name of Authorized Signing Officer

Vendor/Builder: 2148993 Ontario Inc.
Reference No.: 40569

By:
(Corporate seal where applicable)

Signature of Authorized Signing Officer

IMRAN JINNAH

Print Name of Authorized Signing Officer

Vendor/Builder: 2148991 Ontario Inc.
Reference No.: 40565

By:
(Corporate seal where applicable)

Signature of Authorized Signing Officer

IMRAN JINNAH

Print Name of Authorized Signing Officer

Vendor/Builder: 2147681 Ontario Inc.
Reference No.: 40570

By:
(Corporate seal where applicable)

Signature of Authorized Signing Officer

IMRAN JINNAH

Print Name of Authorized Signing Officer

EXHIBIT "A"

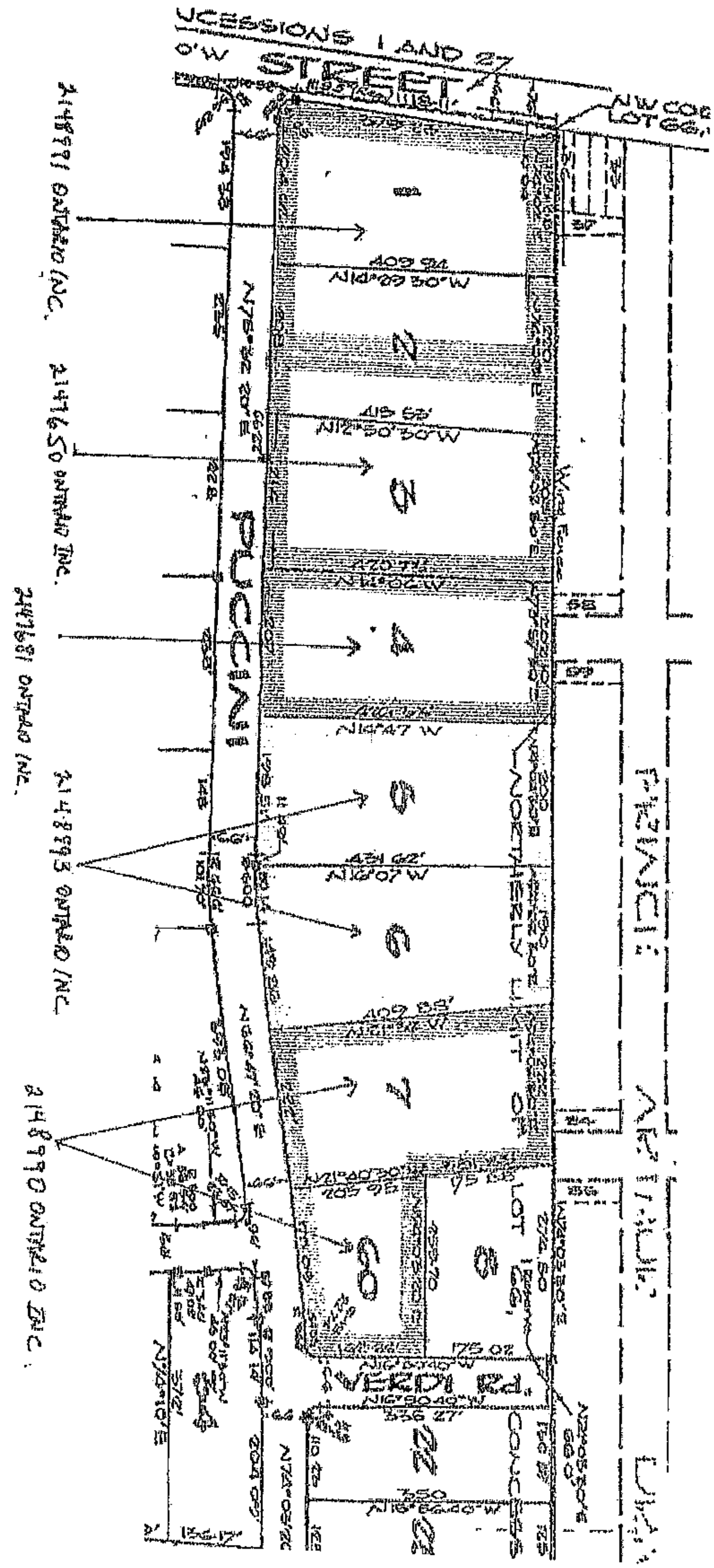

EXHIBIT No. 5
EXAMINATION OF Imran Jinnah
ARGO/NEWMAR VS SILVERSTEIN et al
DATE May 19 2015
NETWORK REPORTING

37

000019

EXHIBIT "__"

PHASE 2 (FACILITY #3)

BMO Bank of Montreal

BMO Bank of Montreal
Real Estate Finance
First Canadian Place
11th Floor
Toronto, ON M5X 1A1

Phone: 416-867-2855
Fax: 416-867-6366
anna.klepinin@bmo.com

April 12, 2011

VIA email to: Ebrahim Bulbulia, ebulbulia@rescon.ca

Symphony Series Developments Inc.
c/o Silver Streams Homes
103 Naughton Drive
Richmond Hill, ON
L4C 8B3

EXHIBIT No. 6
EXAMINATION OF Imran Jinnah
ARGO/NEWMAR VS SILVERSTREAMS et al
DATE May 19, 2015
NETWORK REPORTING

Attention: Mr. Imran Jinnah,

Dear Sir:

RE:

BANK OF MONTREAL OFFER OF FINANCING AMENDMENTS
FOR PHASE 1 & 2 OF THE "PUCCINI" PROJECT IN RICHMOND HILL, ONTARIO

We are pleased to confirm that the following credit facilities for the Borrower are being amended under the terms and conditions outlined herein:

Borrower:	2146993 Ontario Inc. and/or 2146990 Ontario Inc. and/or 2147681 Ontario Inc. and/or 2147650 Ontario Inc.
Guarantors:	Mr. Imran Jinnah, Silver Streams Homes Inc.
Project:	The Borrower's project is an infill residential development located east of Bathurst Street on the north side of Puccini Drive in Richmond Hill, Ontario. The development is a 15.23 acre land assembly and is Draft Plan Approved for 118 lots. The Borrower is completing the development in three phases ("Puccini Development" and/or the "Project").

1. Phase 1 consists of 39 lots (hereinafter, "Phase 1"). The registered owners of Phase 1 are 2146993 Ontario Inc. and / or 2146990 Ontario Inc.
2. Phase 2 consists of 31 lots (hereinafter, "Phase 2"). The registered owners of Phase 2 are 2147681 Ontario Inc. and/ or 2147650 Ontario Inc.
3. Phase 3 of the Puccini Development yields 48 lots and will be developed at a later date (hereinafter, "Phase 3" and/or "Future Lands"). The registered owner of Phase 3 lands is 2146991 Ontario Inc.

IRJ

BMO Bank of Montreal

Amendment to Offer of Financing
April 12, 2011

BANKING FACILITY #1

Borrower: 2148993 Ontario Inc. and/or 2148990 Ontario Inc.

Amount: $2,307,000 (originally $7,787,000)

Loan Type: Demand Loan/Non-Revolving.

Purpose:

1. Repay existing financing in the amount of $4,900,000.
2. Finance the servicing of Phase 1 of the Borrower's Project.

Based upon the Project proposal, budgeted costs and sources of financing for Phase 1 are forecasted to be as follows:

Project Budget (000's omitted)	
Land	$ 8,400
Hard Costs	1,000
Soft Costs	1,427
Development Charges	460
Total	$11,287

Sources of Financing	
Equity in Land	$ 3,500
Bank Financing	7,787
Total	$11,287

Projected Market Value	Total
Total Revenue/Value	$12,929
Total Project Costs	$11,287
Projected Profit	$ 1,642

Notes to project budget:

a) With the prior written approval of the Bank and its Quantity Surveyor, the Borrower shall be able, from time to time, to revise the budget and apply any budget item saving (as determined by the Bank in its sole discretion acting reasonably) to another budget item, subject to the following:

(i) The general contingency allowance has been fully utilized;
(ii) The revised aggregate budget items do not cause the Bank loan to exceed the authorized amount or the maximum advances allowed under the "Margin Conditions" outlined below;
(iii) Agreement by the Bank and its Quantity Surveyor that the project budget continues to be fully adequate to complete the project.

b) Development Charges total $1,072,500, of which $460,000 are due at time of registration of the plan of subdivision with the remainder due upon issuance of building permits for the single family homes.

Repayment: On demand. Notwithstanding compliance with the terms and conditions of this facility (including, without limitation, any covenants set out in this Agreement), the Bank may at any time demand repayment of any and all amounts under this facility and the Borrower hereby agrees to pay such amounts to the Bank upon such demand being made.

TND

Anticipated Source of Repayment: From sale proceeds of end units, as per Discharge Privilege. Full repayment is anticipated within 24 months from date of initial drawdown.

Discharge Privilege: The Bank will provide partial discharges of its security interest in individual lots in Phase 1 against receipt of closing proceeds according to the following schedule (minimum amount per lot):

a) $386,000 per 50' detached lot (13 lots).
b) $276,000 per 45' detached lot (9 lots).
c) $296,000 per 40' detached lot (17 lots).

After advances under Banking Facility #1 are repaid, further incoming net closing proceeds from Phase 1 and Phase 2 lots will be directed towards cash collateralizing Letters of Credit issued under Banking Facility #2 hereunder at the same rate as specified above.

Once Facility #2 is cash collateralized in full, all closing proceeds from Phase 1 and Phase 2, upon obtaining Bank's partial discharges, are hereby irrevocably directed by the Borrower to be paid to Jack Greenberg In Trust.

Rate of Interest: The Bank of Montreal Prime plus 2.25% per annum, fluctuating, payable monthly in arrears.

Margin Conditions:

1. Draw requests are to be provided to the Bank monthly. Draws will be released and applied on the basis of draw requests as submitted by the Borrower and reviewed by the Bank's Quantity Surveyor. Draw requests are to be accompanied by a list of accounts to be paid, Borrower's certificate relative to soft costs, and an architect's certificate relative to hard costs, indicating cost of work in place, amount of holdback and cost to complete. All draws are hereby irrevocably directed by the Borrower to be paid to Jack Greenberg In Trust.

2. Accumulated advances are to be contained within 100% of land, hard and soft costs (including GST/HST payable, as applicable) less equity in the project, lien holdbacks, GST/HST refunds as received and accounts payable which are not to be paid before the next reporting date. The provisions of the Construction Lien Act are to be complied with at all times.

3. The undrawn portion of the Bank authorization shall be sufficient at all times to cover cost to complete plus accounts payable not to be paid before the next reporting date and holdbacks.

4. If at any time pending or during disbursement of the loan the undrawn loan balance including contingency fund shall not be sufficient to complete the project in accordance with the approved plans and specifications and pay for all costs thereof, the Borrower and/or the Guarantors shall inject cash equity into the project to cover the deficiency prior to any further loan draws being permitted

LNA

Conditions:

1. In the event the Borrower proceeds to pre-service the subject property, the Bank is to be provided with acceptable confirmation that the municipality has agreed to allow servicing to commence prior to actual registration of the Subdivision Agreement / Plan of Subdivision.

2. Services are to be installed under a fixed price contract(s) (50% labour and materials bonded) by contractor(s) acceptable to the Bank. The Bank will consider waiving the bonding requirement provided the sub-trades are reputable and creditworthy (as determined by the Bank and its Cost Consultant / Quantity Surveyor in their sole discretion). Copy of contract(s) in excess of $100,000 to be provided to the Bank for substantiation.

3. Counsel for the Bank is to sub-search title at time of each draw at the expense of the Borrower and there shall be no liens or encumbrances prior to the Bank's security or subsequent thereto unless the Bank has given its prior approval.

4. A Cost Consultant / Quantity Surveyor acceptable to the Bank will be hired at the cost of the Borrower to review the project budget (including the adequacy of the contingency allowance), all construction contracts and the progress draws on behalf of the Bank.

5. All funds received by the Borrower are to remain in the Project with no withdrawal of any profit, repayment of shareholders loans, preferred interest return, and/or withdrawal of dividends and reductions in owner equity prior to the repayment of all borrowing, cash collateralization of Commercial Letters of Credit, and cancellation of Banking Facilities.

BANKING FACILITY #2

Borrower:	2148993 Ontario Inc. and/or 2148990 Ontario Inc. and/or 2147681 Ontario Inc. and/or 2147650 Ontario Inc.
Amount:	$2,144,331.
Loan Type:	Commercial Letters of Credit ("C/L/C's"), Non-Revolving.
Loan Purpose:	$670,000 issued to Tarion. Remaining authorization for Letters of Credit to be issued in favour of municipal / regional authorities and utilities to guarantee performance of the Borrower's obligations relative to Phase 1 and Phase 2 of the Project. To be released by the beneficiary(ies) upon satisfaction of the Borrower's obligations.
Term:	Maximum 1 year, renewals as required. Subject to annual review.
Commission:	1.25% per annum, payable in advance minimum $500. In the event a Letter of Credit is reduced/cancelled prior to 90 days before expiration, the fee shall be refunded on a pro-rated basis.

Conditions:

1. The C/L/C's will be released based on evidence that they are required to comply with the conditions of approval / registration of the Subdivision Agreement / Development Agreement / Servicing Agreement, etc. and all Conditions Precedent have been satisfied.

EM

2. In the event the Letters of Credit are still outstanding at the time Bank advances under Banking Facility #1 are repaid in full, incoming net closing proceeds from home sales to end-users of Phase 1 and Phase 2 will be placed in a Bank of Montreal deposit instrument and pledged to the Bank as specific security for the Letters of Credit on a dollar per dollar basis at the rate specified under "Discharge Privilege" under Facility #1.

Once Facility #2 is cash collateralized in full, all closing proceeds from Phase 1 and Phase 2, upon obtaining Bank's partial discharges, are hereby irrevocably directed by the Borrower to be paid to Jack Greenberg in Trust.

BANKING FACILITY #3

Borrower: 2148993 Ontario Inc. and / or 2148990 Ontario Inc. and /or 2147681 Ontario Inc. and/ or 2147650 Ontario Inc.

Loan Amount: $7,000,000.

Loan Type: Demand Loan, Revolving.

Loan Purpose:

1. To assist with the construction of presold single family homes in Phase 1.

2. To repay existing debt in the amount of $200,000 per lot and finance the construction costs for qualified pre-sales in Phase 2, up to a maximum of ~~20~~ 19 homes. The Bank will fund 80% of the required amount in building permits and registration fees against Phase 2 units.

Interest Rate: Bank of Montreal's Prime Rate plus 2.00% per annum, floating, calculated and payable monthly in arrears.

Repayment: On demand. Notwithstanding compliance with the terms and conditions of this facility (including, without limitation, any covenants set out in this Agreement), the Bank may at any time demand repayment of any and all amounts under this facility and the Borrower hereby agrees to pay such amounts to the Bank upon such demand being made.

Anticipated Source of Repayment: From net sale proceeds from home sales to end purchasers as per Discharge Privilege below.

Discharge Privilege: Phase 1 lots:
Net closing proceeds from home sales to be applied firstly towards repayment of Facility #1 as stipulated under discharge privilege for Facility #1, and secondly towards repayment of Facility #3 in the amount advanced relative to each unit.

Phase 2 lots:
Net closing proceeds from home sales to be applied towards repayment of Facility #3 in the amount advanced relative to each unit.

BMO Bank of Montreal

Amendment to Offer of Financing
April 12, 2011

Margin Conditions:

1. Accumulated Advances are to be contained within the lesser of:

   Phase 1 lots:

   a) Cost Margin
      * 80% of hard and soft work in place (including land) for presold single-detached homes, as evidenced by a Builder's Report;

      less:
      * accounts payable which are not to be paid before the next reporting date;
      * holdbacks as retained by the Borrower;
      * purchasers' Deposits;
      * average per lot loan amount per Banking Facility #1.

   b) Value Margin
      * 75% of actual selling prices for presold single-detached homes;

      less:
      * accounts payable which are not to be paid before the next reporting date;
      * holdbacks as retained by the Borrower;
      * purchasers' Deposits;
      * average per lot loan amount per Banking Facility #1.

   19 AND

   Phase 2 lots (up to a maximum of 20 lots out of total 31):

   a) Cost Margin
      * 80% of hard and soft work in place (including land, up to a maximum of $200,000 per lot, and building permits and registration fees in the amount of $15,200 per lot, representing 80% of $19,000), for presold single-detached homes, as evidenced by a Builder's Report;

      less:
      * accounts payable which are not to be paid before the next reporting date;
      * holdbacks as retained by the Borrower;
      * purchasers' Deposits;

   b) Value Margin
      * 75% of actual selling prices for presold single-detached homes;

      less:
      * accounts payable which are not to be paid before the next reporting date;
      * holdbacks as retained by the Borrower;
      * purchasers' Deposits;

3. Bank financing is restricted to presold single-family homes pre-sold to arms-length purchasers. In order to be included in the Margin Condition formula as a pre-sold unit, the following conditions shall apply:
   a) A copy of the Purchase and Sale Agreement is to be provided to the Bank for substantiation;
   b) The Borrower is to have received a minimum cash deposit of $40,000 prior to initial advance;

c) Bank will be provided with evidence that purchasers are pre-qualified for mortgage financing or have the financial capacity to close on a best-efforts basis.

2. Draw requests are to be provided to the Bank monthly. Draws will be released and applied on the basis of draw requests as submitted by the Borrower and reviewed by the Bank's Quantity Surveyor. Draw requests are to be accompanied by a list of accounts to be paid, Borrower's certificate relative to soft costs, and an architect's certificate relative to hard costs, indicating cost of work in place, amount of holdback and cost to complete. All draws are hereby irrevocably directed by the Borrower to be paid to Jack Greenberg In Trust.

3. If at any time pending or during disbursement of the loan, the undrawn loan balance and the balance of Deferred Costs shall not be sufficient to complete the project in accordance with the approved plan and specifications and pay for all costs thereof, the Borrower and/or Guarantor(s) shall inject cash equity into the Project equal to the deficiency prior to any further loans being permitted.

4. Interest payable on subordinated mortgages shall be paid from the Borrowers' and/or Guarantors' equity, and not from Bank approved financing.

5. Bank is to sub-search title at time of each draw, except for advances exclusively for interest, at the expense of the Borrower and there shall be no liens or encumbrances prior to the Bank's security or subsequent thereto unless the Bank has given its approval thereof.

6. The provisions of the Construction Lien Act are to apply at all times.

7. Periodic site visits are to be conducted by the Bank.

Conditions Precedent (Facility #3):

Phase 1 lots:

1. All conditions precedent have been met.

Phase 2 lots:

1. All additional security and loan documentation is to be delivered to the Bank in form and substance satisfactory to the Bank and its legal counsel, acting reasonably.

General Conditions:

1. The Bank will retain the right to review the account at any time and at least annually with the Borrower/Guarantor(s) to provide the following:
   a) Current Accountant-prepared financial statements within 120 days from year end;
   b) Confirmation that all real estate taxes are paid up-to-date is to be provided annually;
   c) Any other information that may be reasonably requested from time to time is also to be provided.

LN

44

000026

2. Notwithstanding compliance with the terms and conditions of the Banking Facilities, the Bank may, at any time, demand repayment of any and all amounts under these facilities and the Borrower agrees to pay such amounts to the Bank upon such demand being made.

3. All third party out-of-pocket costs and expenses incurred by the Bank in establishing or operating these facilities (including but not limited to legal and consulting costs) are for the account of the Borrower.

4. The Borrower will maintain a current account at a convenient branch of Bank of Montreal and, during the course of Bank financing for this Project, this account is to be utilized for all deposits and withdrawals related to the Project. Notwithstanding, all draws and disbursements of net closing proceeds, upon obtaining Bank's partial discharges, shall first be paid to Jack Greenberg In Trust.

5. The Borrower agrees to erect a sign (provided by the Bank) advertising financing of the Project.

Security:

The Bank or its counsel shall have received fully executed copies of the following documents, instruments, agreements prior to the first advance of funds, which shall be in form and substance satisfactory to the Bank and its solicitors:

Security Held:

1. Demand Collateral Mortgage on the Bank's standard form in the amount of $18,000,000 containing a first fixed charge over Phase 1 lands (originally 39 lots, of which 20 remain unclosed), registered under Land Titles / Registry. Receiver / Manager clause and acceleration clause in the event of sale to be included.

   Note: The Bank will permit $2,000,000 in subsequent encumbrances from 53 Puccini Mortgage Corp., with Postponement of Interest held on file and full postponement and standstill agreement to be obtained (refer to Security #14). No further subsequent encumbrances will be permitted without prior permission of the Bank;

2. Joint and Several Guarantee from Imran Jinnah and Silver Streams Homes Inc. in the total amount of $17,800,000.

3. General Security Agreement providing a first floating charge over the Project, registered under the Personal Property Security Act.

4. General Assignment of contracts, project plans, specifications and permits and purchase and sale agreements.

5. Assignment of Builders' All Risk Insurance for full insurable value of the project with loss payable to the Bank as first mortgagee, to include a Standard Mortgage Clause. Evidence of liability insurance to be provided.

6. Deficiency Agreement to be executed by the Borrower and Guarantor agreeing to fund costs not included or in excess of forecast expenditures.

7. Letters of Indemnity for issued Commercial Letters of Credit.

ENB

45

000027

8. Pledge Agreement for cash collateral.

9. Environmental Indemnity on the Bank's form signed by the Borrower and Guarantor.

10. Articles of Incorporation, Certificates, and appropriate Borrowing and Enabling Resolutions of the Borrower, and Borrower's solicitor's opinion regarding corporate authority and enforceability in form satisfactory to the Bank's solicitors, acting reasonably.

11. A favourable Letter of Opinion from the Bank's solicitor confirming the validity and enforceability of the Bank's security.

12. Any other security documents considered necessary by the Bank's solicitors.

<u>To be Obtained re: Phase 2 lots:</u>

13. Demand Collateral Mortgage on the Bank's standard form in the amount of $10,000,000 containing a <u>first</u> fixed charge over the ~~20~~ lots in Phase 2 lands, registered under Land Titles / Registry. Receiver / Manager clause and acceleration clause in the event of sale to be included.

<u>Note:</u> The Bank will permit the following subsequent encumbrances from the following Mortgagees ("Mortgagees"), subject to full postponement and standstill agreement to be obtained. No further subsequent encumbrances will be permitted without prior permission of the Bank:

Mortgagee	Amount	Mortgagor
Dapaul Management Limited	$5,500,000	2147681 Ontario Inc., 2147650 Ontario Inc. and 2148991 Ontario Inc. (Phase 2 and Phase 3)
Puccini Mortgage Corp.	$2,600,000	2147681 Ontario Inc., 2147650 Ontario Inc. and 2148991 Ontario Inc. (Phase 2 and Phase 3)
368242 Ontario Limited	$1,500,000	2147681 Ontario Inc., 2147650 Ontario Inc. and 2148991 Ontario Inc. (Phase 2 and Phase 3)
53 Puccini Mortgage Corp.	$1,150,000	2147681 Ontario Inc. (part of Phase 2)

14. Full postponement and standstill agreement from all of the Mortgagees to be subordinate to the Bank encumbering any unclosed lots in Phase 1 and the ~~20~~ lots in Phase 2.

The subordination and standstill agreement will contain a provision permitting the Bank to have a prior claim to net closing proceeds from Phase 2 lots to allow cash securitization of Letters of Credit outstanding under the Facility #2 upon repayment of advances against Facilities #1. Once Facility #2 is cash collateralized in full, all closing proceeds from Phase 1 and Phase 2, upon obtaining Bank's partial discharges, are hereby irrevocably directed by the Borrower to be paid to Jack Greenberg in Trust.

46

000028

The Bank will also permit the Borrower to continue making interest payments to the subsequent Mortgagees, provided that the Bank's loans are not in default. Interest payable on subordinated mortgages shall be paid from the Borrowers' and/or Guarantors' equity, and not from Bank approved financing.

15. An acknowledged direction from the Borrower to direct Bank's funds for building permits and registration fees against Phase 2 lots to the Bank's solicitor's trust account, with funds to be disbursed to municipal authorities at registration of Phase 2 lots, unless the Borrower has already paid same, in which case such funds shall be disbursed to the Borrower.

19 [illegible]

16. Agreement from all of the Mortgagees encumbering the ~~20~~ lots in Phase 2 and any unclosed lots in Phase 1 to provide partial discharges whether or not their respective mortgages are in default to the extent necessary to comply with the terms and conditions herein provided. All draws and disbursements of net closing proceeds in Phase 1 and Phase 2, upon obtaining Bank's partial discharges, shall be irrevocably paid to Jack Greenberg in Trust.

17. Discharge agreements from the Mortgagees for Phase 2 lots. To be held by the Bank's solicitor to the extent necessary as aforesaid.

18. A favourable Letter of Opinion from the Bank's solicitor confirming the validity and enforceability of the Bank's security.

19. Any other security documents considered Necessary from the Bank's solicitor.

Evidence of Indebtedness:

Notwithstanding the terms and conditions set out in this offer letter, the Borrower and Guarantors acknowledge that the actual recording of the amount of any advance or repayment thereof under the Banking Facilities, and interest, fees, and other amounts due in connection with the Banking Facilities, in the accounts of the Borrower maintained by the Bank, shall constitute prima facie evidence of the Borrower's indebtedness and liability from time to time under these Banking Facilities; provided that the obligation of the Borrower to pay or repay any indebtedness in accordance with this offer letter shall not be affected by the failure of the Bank to make such recording. The Borrower hereby acknowledges being indebted to the Bank for principal amounts shown as outstanding from time to time in the Bank's account records, and all accrued and unpaid interest in respect thereto, which principal and interest the Borrower hereby undertakes to pay to the Bank on demand.

Documents for Execution:

A $100.00 fee per document will be levied on documents requiring execution by Bank officers (excluding partial discharges).

Partial Discharge Fee:

$100 per lot payable at time of execution.

Draw Fee:

$250 per draw.

JNO

BMO Bank of Montreal

Use of Funds: The Borrower hereby confirms that this new financing and related loan accounts will only be used for the Borrower's own business and business transactions associated herewith.

Amendment Fee: $2,000

We appreciate the opportunity granted to provide financing for the Borrower's Project and trust the terms meet with your approval. We would be pleased if you would indicate your acceptance by signing and returning the enclosed copy of this Amendment to the Offer of Financing to the undersigned by April 30, 2011 Should you have any questions, please feel free to contact the undersigned.

Yours truly,

A Klepinin

Anna Klepinin
Associate Director

INO

BMO Bank of Montreal

Amendment to Offer of Financing
April 12, 2011

ACKNOWLEDGEMENT

The undersigned hereby acknowledges the foregoing letter dated April 12, 2011, together with an enclosed Amendment Fee of $2,000:

Dated this 12th day of APRIL, 2011.

BORROWERS:

2148990 Ontario Inc.

PER: ______________________

PER: ______________________

2148993 Ontario Inc.

PER: ______________________

PER: ______________________

2147681 Ontario Inc.

PER: ______________________

PER: ______________________

2147680 Ontario Inc.

PER: ______________________

PER: ______________________

GUARANTORS:

Mr. Imran Jinnah

PER: ______________________

Silver Streams Homes Inc.

PER: ______________________

EXHIBIT NO. 1
EXAMINATION OF Imran Jinnah
ARGO/NEWMAR VS SILVERSTREAMS et al
DATE May 19, 2015
000178
NETWORK REPORTING

49

DAPAUL MANAGEMENT LIMITED
SUITE 204, 181 EGLINTON AVENUE EAST
TORONTO, ONTARIO
M4P 1J4

Imran Jinnah and related companies
103 Naughton Drive
Richmond Hill, Ontario

December 10, 2008

Dear Imran:

RE: First/Second Mortgage Re-financing in connection with 64-66-68-70 Puccini Drive, Richmond Hill, Ontario (the "Project")

Dapaul Management Limited in Trust (hereinafter the "Lender") is pleased to provide, subject to the terms hereof, the following Commitment Letter with respect to the above financing.

BORROWERS: 2147681 Ontario Inc.
2147650 Ontario Inc.
2148991 Ontario Inc.
Symphony Series Co-Tenancy Inc.

GUARANTORS 2148990 Ontario Inc.
2148993 Ontario Inc.
2139084 Ontario Inc.
Imran Jinnah
Silver Streams Homes Inc.
Silver Streams Homes (Puccini) Inc.

PROJECT: 53-56-58-60-62- 64-66-68-70 Puccini Drive, Richmond Hill

SECURITY ADDRESSES: 64-66-68-70 Puccini Drive, Richmond Hill

PURPOSE: Re-Financing existing debt and cover interest reserves and costs

LOAN TYPE: First/Second Mortgage(s) as described herein (hereinafter the "Loan").

LOAN AMOUNT: It is understood and agreed that the Loan shall be no more than $5,500,000.00.

TERM: 24 months – Open on 30 days notice or one (1) month bonus interest provided the Lender has received or the Borrowers have paid at least 12 months' worth of interest.

Guarantors' Initials IJ IJ IJ IJ IJ IJ Borrowers' Initials IJ IJ IJ IJ
Imran Jinnah for all Imran Jinnah for all

RATE AND REPAYMENT:	Nominal Eleven (11 %) percent per annum calculated monthly not in advance payable interest only monthly.
REPAYMENT:	The full amount of Loan plus any costs, charges, fees, interest or accrued or unpaid commitment fee, is to be repaid immediately upon the expiry of the term of the Loan. The Loan is open for repayment, in whole or part, except as noted herein, at any time, subject to payment of all costs, principal, charges, fees, accrued or outstanding, and provided at least one year's interest has been paid under the Loan.
COMMITMENT EXPIRY:	If the Commitment is not proceeded with by the Borrower or should the Borrower fail or refuse to sign the mortgage documentation or to qualify for an advance or to carry out any of the obligations hereunder by December 31, 2008, this Commitment will be deemed cancelled and the Commitment Fee and all other fees paid shall be retained by the Lender as liquidated damages and not as penalty or if unpaid, then same shall be immediately due and payable to the Lender.
ADVANCES:	There shall be one advance of $5,500,000 which shall be applied as follows: (1) repayment of that portion of the Carevest Capital Inc. loan not otherwise repaid by the Bank of Montreal advance; (2) repayment of the existing VTB loan on 56-58-60-62 Puccini Drive; (3) fund a 12 month interest reserve for the subject Loan of $605,000; (4) fund a further 7 month interest reserve for the $2,600,000 second/third mortgage loan on the Security Addresses of $197,166.67; (5) balance to be applied as directed by the borrower The balance of $1,000,000 from the $2,600,000 second/third mortgage shall be released contemporaneously
SECURITY:	A) A First mortgage on 64 and part of 66 Puccini and a second mortgage on part of 66 and 68 Puccini behind a first mortgage of $1,150,000 at 6% and a second mortgage on part of 68 and all of 70 Puccini Drive subject to a first mortgage of no more than $2,500,000 at 6%

Guarantors' Initials IJ IJ IJ IJ IJ IJ Borrowers' Initials IJ IJ IJ IJ

Imran Jinnah for all

Imran Jinnah for all

B) A Pledge (on the terms set out in the pledge agreement attached hereto) of the shares of 2148990 Ontario Inc. and 2148993 Ontario Inc. (collectively "Symphony") together with the acknowledgement of the beneficiaries of its trust and its shareholders that, if there is default under the Loan and the pledge is to be realized upon by the Lender, they release Symphony from its trust and assign all interest thereunder to the Lender or as it may direct. If after closing, the Bank of Montreal permits registration of a second mortgage on the terms set out herein, upon registration of same, the pledge will be released;

C) General Security Agreements from the Borrowers;

D) Guarantee, postponement of claim and General Security Agreement of the Guarantor(s);

E) Secondary Assignment of all accepted agreements of purchase and sale in Phase I of the Project and a Primary Assignment of all accepted agreements of purchase and sale in Phase II and III of the Project and all purchasers' deposits in connection therewith and all Borrower's rights under these agreements and a secondary assignment and/or primary assignment of the net proceeds of sale of all closed transactions after payment to Bank of Montreal and the $2,600,000 second/third mortgage on such lot(s);

F) Assignment of key man life insurance on the life of Imran Jinnah in an amount of not less than $5,000,000.00;

G) Primary and/or Secondary Assignment of all insurance policies, contracts, development plan and specifications, management agreement, building and development permits; development bonds in connection with Phase II and III of the Project;

H) Irrevocable letters of authorization to all mortgagees, consultants and contractors involved in the Project to copy the Lender with all correspondence and to release any and all information as requested by the Lender and to be notified of any default under their respective securities;

I) The agreement of the Borrowers and Guarantors that any default under any other security, whether in priority to or subordinate to the Loan, shall be deemed to be a default under the Loan.

J) Such other security as deemed necessary or desirable by our solicitor.

Guarantors' Initials JA JA JA JA JA JA Borrowers' Initials JA JA JA JA

Imran Jinnah for all Imran Jinnah for all

CONDITIONS:

Conditions precedent for the disbursement of funds are the receipt and approval of the following:

1. Satisfactory evidence of zoning and draft plan approval for 118 lots, with confirmation of sewer and water allocations for 118 lots upon completion of the subdivision servicing and plan registration.. Evidence that the Town of Richmond Hill has agreed to contribute $800,000 to servicing costs and $1,000,000 is to be paid from the Bank of Montreal facilities for Phase 1 of the Project;
2. Evidence that 10 homes in the Project have been registered with Tarion with the balance of 25 more homes to be registered once the funding from the Bank of Montreal supplies the $270,000 L/C which will be placed with Tarion;
3. Copies of the environment audits and geo-technical reports accompanied with a letter of transmittal from the engineers who completed the reports;
4. Confirmation of the servicing contact to Con Drain in an amount not to exceed $2,592,414 of which $1,200,000 will be carried by it at an interest rate of Prime plus 1% for a 1 year term and which will postpone to the Lender's interest in the Project;
5. Confirmation of the sale of not less than 26 single family units in the Project;
6. Detailed project appraisal update, to be completed by a qualified appraiser, satisfactory to the Lender, supporting a serviced land value of not less than $30,000,000 for the residential lots for the Project. Such appraiser to confirm by way of letter of transmittal that the Lender can rely on the appraisal in the underwriting of this mortgage application.
7. Review of the insurance policies. The Lender reserves the right to engage the services of an insurance consultant, at the Borrower's expense, to verity the adequacy of the insurance.
8. Approval of the independent Cost Consultant to be utilized and the Lender is to be copied, from time to time, with all reports and advance authorizations or certificates certifying the value of work completed to date, holdbacks, cost to complete and that work has been completed in accordance with the approved plans and specifications.

Guarantors' Initials- IM IM IM IM IM IM Borrowers' Initials IM IM IM IM

Imran Jinnah for all

Imran Jinnah for all

9. Production of a copy of the Declaration of Trust by Symphony, its minute book, any documents and agreements between all the Borrowers and Guarantors and the Co-Tenancy Agreement;
10. Completion of the closing of the Bank of Montreal financing for the first 39 homes is to be completed contemporaneously with this Loan.

PRE-FUNDING CONDITIONS:

1. All security in place to the satisfaction of the Lender.
2. Lender's solicitor to be: Jack Greenberg. Borrower is responsible for all legal fees for the preparation of the normal loan documentation estimated to be no more than $25,000.00 plus disbursements and GST and will be payable by the Borrower. Partial discharges shall be available at the rate of the lesser of the net proceeds of such sale or $180,000.00 per lot until this Loan is paid in full and the Borrower shall pay a partial discharge fee of $250.00 plus GST per lot.
3. Copy of all mortgage commitments for the Project.
4. Evidence of Insurance

GENERAL CONDITIONS: Refer to Appendix A (attached).

EXTRA COSTS: The Borrower shall be responsible for all costs related to this loan facility including but not limited to site visits and any professional fees (for Lender or Borrowers) for legal work, Project Engineer/Inspector reports, consultants and others. Any such costs shall be paid directly by the Borrower or from loan proceeds at the time of loan advance, at the Lender's option.

CONFIDENTIALITY: The undersigned acknowledges and agrees that the terms and conditions of this letter are confidential between the Borrower and the Lender. The undersigned agrees not to disclose the information contained herein to a third party without the consent of the Lender.

Guarantors' Initials JJ JJ JJ JJ JJ JJ Borrowers' Initials JJ JJ JJ JJ
Imran Jinnah for all Imran Jinnah for all

The undersigned also acknowledges that the Lender may, in its sole discretion, syndicate this loan and may disclose to co-lenders, investors and their share or unit holders, as applicable, any or all information provided to the Lender by the Borrowers and/or Guarantors including but not limited to corporate and personal financial information.

CONSENT TO COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION: Each of the undersigned hereby authorizes the Lender to obtain information from any credit reporting agency or credit granting organization as required at any time and consents to the disclosure of such information at any time to any credit reporting agency or credit granting organization.

The above is only an expression of interest and is not to be construed in any way as a commitment to advance funds. Loan Commitments are subject to loan documentation and the final approval of the Lender.

INDEPENDENT LEGAL ADVICE: Borrowers and Guarantors certify that he/she/it/they has/have obtained independent legal advice and representation prior to the execution hereof and will also do so in connection with all loan documentation.

If you are in agreement with the above terms and conditions, kindly acknowledge so by executing and returning a copy of this Commitment Letter, together with a cheque in the amount of $20,000.00 to be applied on account of the Lender's Fees by 5:00 p.m. December 12, 2008.

Thank you for the opportunity of providing this financing and we look forward to being of further assistance to you in the future.

Yours truly,
DAPAUL MANAGEMENT LIMITED in Trust

PER:____________________
Jack Greenberg

I/We agree with the terms and conditions outlined herein.

Guarantors' Initials ___ ___ ___ ___ ___ ___ Borrowers' Initials ___ ___ ___ ___

Imran Jinnah for all Imran Jinnah for all

Accepted as of the 10th day of December, 2008.

AUTHORIZED SIGNATURE FOR THE BORROWERS AND GUARANTORS:

Imran Jinnah for himself and all Borrowers and Guarantors

APPENDIX A
GENERAL CONDITIONS

Prior to the advance under the Loan, the Borrower shall provide the following:

Legal Documentation

To the Lender's solicitor, all security documents signed by the Borrower in registerable form, to the satisfaction of the said solicitor.

Mortgage and ancillary documents will be prepared by the Lender's solicitor in form and substance satisfactory to the Lender. All disbursements, related costs and expenses and GST required to perfect the Lender's security will be borne by the Borrower.

The Borrower authorizes the Lender's solicitor to retain said costs and expenses from the proceeds of the first advance under this Loan, and agrees that in the event the Loan is not proceeded with, any and all solicitors' costs will be borne by the Borrower independent of provisions for retention of any fees by the Lender. Borrowers shall ensure its/their solicitor co-operates and provides such copies as are requested.

Title

The Borrower(s) represent(s) that it/they will respectively be the sole registered freehold owners of the lands to be mortgaged and that the said lands are free and clear of all hypothecs, charges or real rights whatsoever in favour of any third party, other than the encumbrances to which this Loan shall be subject. The Borrower further represents that there are no judicial/administrative actions, suits, or proceedings pending against the Borrowers or the Project.

Survey

Prior to any advance the Borrower will provide the Lender with a survey or site plan showing the Project and proposed development which is to be free of any easements, encroachments upon or by the subject lands and which is to be satisfactory to the Lender and its Solicitor.

Insurance

The Borrower will be required to obtain and maintain insurance sufficient and by a company acceptable to the Lender to protect the Lender's interest at all times, with standard mortgage lender loss payable clause.

Guarantors' Initials IJ IJ IJ IJ IJ EJ Borrowers' Initials IJ IJ IJ IJ

Imran Jinnah for all

Imran Jinnah for all

Taxes

Taxes shall be current and shall not be in arrears at the time of any advance at the option of the Lender. The Lender may permit the taxes to be brought into a current position by the solicitors for the Lender paying same from the proceeds of the advance.

Zoning

The Borrower will provide, prior to funding, evidence satisfactory to the Lender that the real property security is in compliance with all warranties and representations in this commitment and any and all applicable zoning regulations, building by-laws and all other restrictions affecting the Project.

Encumbrances

All prior financial and non-financial encumbrances of any nature whatsoever, whether easements, rights-of-way, land use contracts, development permits, mortgages, charges, agreements of purchase and sale, or otherwise shall be entirely subject to the Lender's and Lender's solicitor's approval prior to any advance of funds. Should there be any prior encumbrance on title of any nature whatsoever, of which the Lender or Lender's solicitor disapprove and which the Borrower is unable or unwilling to remove from title, the Lender will not be obligated to advance funds.

Conveyances and Change in Structure

During the full term of the Loan, the Lender reserves the right to approve any change of ownership, control, pledge and/or sale and further encumbering of the Project or in the structure of any of the Borrowers and Guarantors. If the ownership or control of the Project or any Borrower or Guarantor changes without the approval of the Lender, the mortgage document shall entitle the Lender, at its sole option, to accelerate the principal and interest repayments of the Loan. The Lender agrees that it will not unreasonably withhold its consent to a change in ownership, pledge and/or sale of the subject property.

Adverse Changes

In the event of any material adverse change in the position and condition, financial or otherwise, of the Borrower or the Project, the Lender at its sole discretion will not be obligated to advance any further funds under the Loan.

Guarantors' Initials Borrowers' Initials

Imran Jinnah for all Imran Jinnah for all

58

000187

Syndication

The Lender has the right to syndicate the Loan to other lenders in whole or in part (which may include Jack Greenberg and/or entities related to him).

Solicitor's Opinion

This Commitment is subject to the lender's solicitors being satisfied as to the title of the Project, the form and content of the first VTB mortgages and the Security Documents, and as to all legal matters pertaining to the Loan and compliance with the conditions herein.

No Assignment

This Commitment may not be transferred or assigned by the Borrowers.

Representations

The Borrowers and Guarantors each warrant that all information submitted to the Lender in connection with this Commitment is factual and correct and that these representations have been made to induce the Lender to make the Loan. The Lender shall have no obligation to advance funds in the event any representation is untrue.

Survival

All terms, conditions, representations and warranties of this Commitment shall survive the closing of the Loan contemplated and neither the preparation nor registration of any documents related to this transaction shall bind the Lender to advance funds under the Commitment, in the event of non-compliance with any terms, conditions, representations or warranties.

Guarantors' Initials Borrowers' Initials

Imran Jinnah for all Imran Jinnah for all

59

000188

DAPAUL MANAGEMENT LIMITED
SUITE 204, 181 EGLINTON AVENUE EAST
TORONTO, ONTARIO
M4P 1J4

December 10, 2008

Imran Jinnah and related companies
103 Naughton Drive
Richmond Hill, Ontario

Dear Imran:

RE: First/Second Mortgage Re-financing in connection with 64-66-68-70 Puccini Drive, Richmond Hill, Ontario (the "Project")

In connection with the aforesaid financing proposal dated December 10, 2008 (the "Commitment"), the Borrowers and Guarantors thereunder agree that Dapaul Management Limited shall be paid the following fees on the following terms with respect to the above financing.

LENDER FEE:

A Lender Fee in the amount of 2 % of the Loan Amount of $5,500,000.00 (the "Lender Fee") which is deemed earned and payable to the Lender upon acceptance of the Commitment by the Borrowers, as compensation for the time, effort and expenses incurred by the Lender in providing the Commitment. This Lender Fee shall be payable as follows: $20,000 at the time of acceptance of the Commitment, and the balance at the time of the Advance thereunder.

The Borrower have agreed that the aforesaid sums represent a reasonable estimate of compensation to be paid to Dapaul Management Limited and that the determination of actual time, costs and expenses incurred is not feasible. If the Loan referred to in the Commitment is not repaid on or before its maturity, then a further Lender Fee is payable thereon on the same terms as set out herein payable on the anniversary date of the first advance under the Loan referred to in the Commitment.

Guarantors' Initials IM IM IM IM IM IM
Imran Jinnah for all

Borrowers' Initials IM IM IM IM
Imran Jinnah for all

MANAGEMENT FEE: A Management Fee of one and one-quarter (1.25 %) percent of the total Loan Amount as referred to in the Commitment, per annum, payable annually in advance on the anniversary date of the first advance under the Commitment, for each year or part thereof that the Loan referred to under the Commitment is outstanding, for the time and expense to be incurred by it in the management of the Loan referred to under the Commitment and the monitoring of its security.

INTEREST BONUS In connection with the transfer of the $2,179,700 loan on 56-58-60-62 Puccini Drive to the aforesaid transaction, the Borrowers agree to pay an interest bonus equal to 2 months' interest thereon in the amount of $39,961.17 on closing of the advance under the Loan.

Contemporaneous with the execution of the Commitment, the Borrowers and Guarantors under the Commitment shall execute a copy of this agreement and an Irrevocable Direction to pay the fees referred to herein directly from the Lender's solicitor's trust account prior to disbursement to the Borrowers.

If you are in agreement with the above terms and conditions, kindly acknowledge so by executing and returning a copy of this agreement, together with a cheque in the amount of $20,000.00 representing a payment on account of the Lender's Fees by 5:00 p.m. December 12, 2008.

Yours truly,
DAPAUL MANAGEMENT LIMITED in Trust

PER:____________________
Jack Greenberg

I/We agree with the terms and conditions outlined herein.

Accepted as of the 10th day of December, 2008.

AUTHORIZED SIGNATURE FOR THE BORROWERS AND GUARANTORS:

____
Imran Jinnah for himself and all Borrowers and Guarantors

61

000190

IRREVOCABLE DIRECTION

TO: DAPAUL MANAGEMENT LIMITED

AND TO: JACK GREENBERG, its solicitor

RE: First/Second Mortgage Re-financing in connection with 64-66-68-70 Puccini Drive, Richmond Hill, Ontario (the "Project")-Commitment Letter dated as of December 10, 2008

EACH OF THE BORROWERS AND GUARANTORS in connection with the aforesaid financing, for good and valuable consideration, hereby irrevocably authorizes and directs you to pay out of the advance(s) under the aforesaid financing, all Lender's Fees and Management Fees in accordance with a letter dated and signed as of December 10, 2008 in connection therewith and for so doing this shall be your full and sufficient and irrevocable authority.

Dated at Toronto as of the ____ day of December 2008.

IMRAN JINNAH for all the aforesaid Borrowers and Guarantors

62

000517

EXHIBIT NO. 8
EXAMINATION OF Imran Jinnah
Argo/Newmarvs Silverstreams et al
DATE May 19, 2015 ay
NETWORK REPORTING

LAW OFFICES OF JACK GREENBERG
SUITE 204, 181 EGLINTON AVENUE EAST
TORONTO, ONTARIO, M4P 1J4

Imran Jinnah and related companies
103 Naughton Drive
Richmond Hill, Ontario

January 31, 2012

Dear Imran:

RE: Third, Fourth, and Fifth Mortgage Financing and Equity Loan in connection with parts of Phases 1 and 2 being proposed Plan 3 and all of Phase 3 for the Puccini Drive subdivision, Richmond Hill, Ontario (the "Project")

Jack Greenberg in Trust (hereinafter the "Lender") is pleased to provide, subject to the terms hereof, the following Letter of Interest with respect to the above financing.

BORROWERS:	2147650 Ontario Inc., 2148990 Ontario Inc., 2148993 Ontario Inc. and 2148991 Ontario Inc.
GUARANTORS	Imran Jinnah, Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc. and Puccini Project Management Inc. jointly and severally. Each of the Guarantors acknowledges having received good and valuable consideration from the Lender in return for providing their covenant for this loan.
PROJECT:	**Balance of Phases 1 and 2 being proposed Plan 3 and all of Phase 3 on the** Puccini Drive Subdivision, Richmond Hill consisting of 14 lots in Phase 1 and 11 lots in Phase 2 and 40 Townhomes and 8 semi-detached homes in Phase 3 **(Collectively the "Lands")**
PURPOSE:	Increasing interest reserves for existing debt and equity take-out
LOAN TYPE:	Third, Fourth and Fifth Mortgage(s), as the case may be, on the Lands (the "Loan").
LOAN AMOUNT:	The Loan shall be for no more than $2,000,000.00.
TERM:	12 months -- Open on 30 days notice or one (1) month bonus interest provided the Lender has received or the Borrowers have paid at least 6 months' worth of interest.

Guarantors' Initials IMJ
Imran Jinnah for all

Borrowers' Initials IMJ
Imran Jinnah for all

RATE AND REPAYMENT:

Nominal Fifteen (15 %) percent per annum calculated monthly not in advance payable interest only monthly and secured by a 12 month interest rate reserve to be held and disbursed by the Lender.

Interest shall commence at the rate aforesaid when funds have been placed in the Lender's solicitor's trust account and Borrowers shall receive credit for any interest earned on same while in the solicitor's trust account. Borrower acknowledges interest shall commence from January 31, 2012.

REPAYMENT:

The full amount of the Loan plus any costs, charges, fees, interest or accrued or unpaid lender fees, is to be repaid immediately upon the expiry of the term of the Loan. The Loan is open for repayment, in whole or part, except as noted herein, at any time, subject to payment of all costs, principal, charges, fees, accrued or outstanding, and provided at least six months' interest has been paid under the Loan.

COMMITMENT EXPIRY:

If the Commitment is not proceeded with by the Borrower or should the Borrower fail or refuse to sign the mortgage documentation or to qualify for an advance or to accept an initial advance or to carry out any of the obligations hereunder by February 8, 2012, this Commitment will be deemed cancelled and the Lender Fee and all other fees paid shall be retained by the Lender as liquidated damages and not as penalty or if unpaid, then same shall be immediately due and payable to the Lender.

ADVANCES:

There shall be an initial advance of $1,630,000.00 to fund the interest reserve for this loan and existing loans, pay all costs and fees hereunder and the balance of the advance shall be made at the discretion of the Lender all as set out herein.

Guarantors' Initials IJ
Imran Jinnah for all

Borrowers' Initials IJ
Imran Jinnah for all

SECURITY:

A) (i) A $2,000,000 Part of an existing third mortgage of $3,200,000 (but with the rate adjusted accordingly if necessary) on the 14 whole lots and 8 partial lots in the balance of the Phase 1 ("Phase 1 Lands");
(ii) a $2,000,000 part of an existing $3,200,000 fifth and sixth mortgage on the remaining 11 lots in Phase 2 of the Project (the "Phase 2 Lands") subject to existing mortgages in an aggregate amount acceptable to the Lender;
(iii) a $2,000,000 fifth mortgage on the 40 townhouse and 8 semi-detached lots in the Phase 3 lands of the Project ("Phase 3 Lands") subordinate to the existing financing in an aggregate amount acceptable to the Lender;

B) A Pledge (on the terms set out in the pledge agreement attached hereto) of the shares of 2148991 Ontario Inc., 2147650 Ontario Inc., 2147681 Ontario Inc., 2148990 Ontario Inc. and 2148993 Ontario Inc. (collectively "Symphony") together with the acknowledgement of their respective shareholders that, if there is default under this Loan and the pledge is to be realized upon by the Lender, they release Symphony from its trust and assign all interest thereunder to the Lender or as it may direct;

C) General Security Agreements from the Borrowers and Guarantors subordinate to existing financing;

D) Guarantee and Postponement of Claims of the Guarantor(s) subordinate to existing financing;

E) Assignment of all accepted agreements of purchase and sale in the Project and all purchasers' deposits and all Borrower's rights under these agreements and an assignment of the net proceeds of any sales of homes on the Lands after payment to any prior mortgages on such lot(s);

F) Assignment of any proceeds from the release of any letters of credit (whether municipal, for Tarion or otherwise) securing obligations, performance and/or the subdivision agreements or the cash collateral for any of these Letters of Credit;

G) Assignment of key man life insurance on the life of Imran Jinnah in an amount of not less than $5,000,000.00 subordinate to existing financing;

H) Assignment of all insurance policies, contracts, development plans and specifications, management agreement, building and development permits; development bonds;

Guarantors' Initials IJ
Imran Jinnah for all

Borrowers' Initials IJ
Imran Jinnah for all

65
000520

I) Irrevocable letters of authorization to all mortgagees, consultants and contractors involved in the Project to copy the Lender with all correspondence and to release any and all information as requested by the Lender and to be notified of any default under their respective securities;

J) The agreement of the Borrowers and Guarantors that any default under any other security, whether in priority to or subordinate to the Loan, shall be deemed to be a default under the Loan.

K) Such other security as deemed necessary or desirable by our solicitor.

CONDITIONS:

Conditions precedent for the disbursement of funds are the receipt and approval of the following:

1. Evidence that the Plan of Subdivision for the construction of the 25 homes in Plan 3 has been finalized and approved by the Town of Richmond Hill and the Region Of York ~~and these homes have been registered with Tarion and the applicable security has been placed with Tarion~~; IWJ

2. Confirmation that Con Drain has entered into an agreement for the repayment of its indebtedness on a per sale basis;

3. Confirmation of the sale of not less than 22 single family units in Plan 3 and 31 homes in Phase 3 and production of copies of the agreements and deposits for same;

4. Evidence of Builder's Risk and Liability Insurance in amounts acceptable to the Lender and with the Lender named as a loss payee thereunder.

5. Borrowers and Guarantors shall have independent legal advice and representation for the execution and delivery of this Commitment Letter and all security.

Guarantors' Initials IWJ
Imran Jinnah for all

Borrowers' Initials IWJ
Imran Jinnah for all

PRE-FUNDING CONDITIONS:	1.	All security in place to the satisfaction of the Lender.
	2.	Lender's solicitor to be: Jack Greenberg. Borrower is responsible for all legal fees for the preparation of the normal loan documentation estimated to be no more than $10,000.00 plus disbursements and HST and will be payable by the Borrower from the first advance.
	3.	Partial discharges shall be available at the greater of $80,000.00 per lot or the balance of the net proceeds os any closing until this Loan is paid in full and the Borrower shall pay a partial discharge fee of $300.00 plus HST per lot.
	4.	Evidence of Insurance

GENERAL CONDITIONS: Refer to Appendix A (attached).

EXTRA COSTS: The Borrower shall be responsible for all costs related to this loan facility including but not limited to site visits and any professional fees (for Lender or Borrowers) for legal work, independent legal advice and representation, Project Engineer/Inspector reports, consultants and others. Any such costs shall be paid directly by the Borrower or from loan proceeds at the time of loan advance, at the Lender's option.

CONFIDENTIALITY: The undersigned acknowledges and agrees that the terms and conditions of this letter are confidential between the Borrower and the Lender. The undersigned agrees not to disclose the information contained herein to a third party without the consent of the Lender.

The undersigned also acknowledges that the Lender may, in its sole discretion, syndicate this loan and may disclose to co-lenders, investors and their share or unit holders, as applicable, any or all information provided to the Lender by the Borrowers and/or Guarantors including but not limited to corporate and personal financial information.

Guarantors' Initials IJ
Imran Jinnah for all

Borrowers' Initials IJ
Imran Jinnah for all

USE OF PROCEEDS

The use of funds shall be for the following:

1. **$300,000 to establish an interest reserve for this loan;**
2. **$1,200,000 to establish an interest reserve fund for all outstanding mortgages administered by Jack Greenberg or affiliates in connection with the Project excluding this Loan;**
3. **Pay Lender Fees (@ 4.5% of this Loan) of $90,000 and Loan Administration Costs (@ 1.5% of this Loan) of $30,000;**
4. **Pay Legal Fees and HST of approximately $12,600;**
5. **Balance to be funded at the discretion of the Lender to the Borrowers**

CONSENT TO COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION:

The undersigned hereby authorizes the Lender to obtain information from any credit reporting agency or credit granting organization as required at any time and consents to the disclosure of such information at any time to any credit reporting agency or credit granting organization.

The above is only an expression of interest and is not to be construed in any way as a commitment to advance funds. Loan Commitments are subject to loan documentation and the final approval of the Lender.

INDEPENDENT LEGAL ADVICE:

Borrowers and Guarantors certify that he/she/it/they has/have obtained independent legal advice and representation prior to the execution of this proposed Commitment Letter and will also do so in connection with all loan documentation.

The Borrower(s) and Guarantor(s) further acknowledge(s) that the Lender is not acting as a mortgage broker, lawyer or in any other capacity on behalf of or as a representative of the Borrower(s) and Guarantor(s), individually or collectively, and is under no duty to, and will not, determine the suitability of this mortgage or any associated transactions for the Borrower(s) and Guarantor(s) and has advised the Borrower(s) and Guarantor(s) to each seek independent legal advice and representation in connection with the suitability of this Loan for the Borrower(s) and Guarantor(s).

<u>ACCEPTANCE</u>

The Borrower(s) and Guarantor(s) hereby advise(s) that it/they is/are entering into this Loan for primarily business purposes and acknowledge(s) and agree(s) to the terms and conditions of this commitment and authorize(s) the Lender to instruct its solicitor to prepare the security documentation. The Borrower(s) further acknowledges that the Lender Fee and Management Fee payable in connection with this transaction is/are a reasonable estimates of the costs incurred in granting and proceeding with this Loan and holding monies available to fund same and that these fees shall be forfeited to the Lender as liquidated damages and not as penalty if the Loan is not advanced within the time frame set out herein or the Borrower refuses or is unable to proceed. The Borrower(s) and Guarantor(s) each acknowledge and covenant that it/they have read, understand, and have agreed to the terms of this agreement.

In consideration of the Lender committing to advance the Loan amount to the Borrower(s), the Guarantor(s) jointly and severally covenant and agree with the Lender to be responsible to pay, and to pay, the Loan, all interest and costs under the Loan, any and all commitment fees, management fees, legal costs, appraisal costs and any and all other fees, costs and expenses which the Borrower(s) has/have agreed to pay and be responsible for pursuant to this commitment letter, whether or not the Loan amount is advanced in whole or in part.

If you are in agreement with the above terms and conditions, kindly acknowledge so by executing and returning a copy of this Commitment Letter, together with a cheque in the amount of $20,000.00 representing the first instalment of the Lender's Fees by 5:00 p.m. February 1, 2012.

Thank you for the opportunity of providing this financing and we look forward to being of further assistance to you in the future.

Yours truly,
JACK GREENBERG in Trust

PER: in trust
Jack Greenberg

Guarantors' Initials IJ
Imran Jinnah for all

Borrowers' Initials IJ
Imran Jinnah for all

I/We agree with the terms and conditions outlined herein.

Accepted as of the 1st day of February 2012

AUTHORIZED SIGNATURE FOR THE BORROWERS AND GUARANTORS:

Imran Jinnah for himself and all Borrowers and Guarantors

APPENDIX A
GENERAL CONDITIONS

Prior to the advance under the Loan, the Borrower shall provide the following:

Legal Documentation

To the Lender's solicitor, all security documents signed by the Borrower in registerable form, to the satisfaction of the said solicitor.

Mortgage and ancillary documents will be prepared by the Lender's solicitor in form and substance satisfactory to the Lender. All disbursements, related costs and expenses and HST required to perfect the Lender's security will be borne by the Borrower.

The Borrower authorizes the Lender's solicitor to retain said costs and expenses from the proceeds of the first advance under this Loan, and agrees that in the event the Loan is not proceeded with, any and all solicitors' costs will be borne by the Borrower independent of provisions for retention of any fees by the Lender. Borrowers shall ensure its/their solicitor co-operates and provides such copies as are requested.

Title

The Borrower(s) represent(s) that it/they will respectively be the sole registered freehold owners of the lands to be mortgaged and that the said lands are free and clear of all hypothecs, charges or real property rights whatsoever in favour of any third party, other than the encumbrances to which this Loan shall be subject. The Borrower further represents that there are no judicial/administrative actions, suits, or proceedings pending against the Borrowers or the Project.

Survey

Prior to any advance the Borrower will provide the Lender with a survey or site plan showing the Project and proposed development which is to be free of any easements, encroachments upon or by the subject lands and which is to be satisfactory to the Lender and its Solicitor.

Insurance

The Borrower will be required to obtain and maintain insurance sufficient and by a company acceptable to the Lender to protect the Lender's interest at all times, with standard mortgage lender loss payable clause.

Guarantors' Initials IJ
Imran Jinnah for all

Borrowers' Initials IJ
Imran Jinnah for all

Taxes

Taxes shall be current and shall not be in arrears at the time of any advance at the option of the Lender. The Lender may permit the taxes to be brought into a current position by the solicitors for the Lender paying same from the proceeds of the advance.

Zoning

The Borrower will provide, prior to funding, evidence satisfactory to the Lender that the real property security is in compliance with all warranties and representations in this commitment and any and all applicable zoning regulations, building by-laws and all other restrictions affecting the Project.

Encumbrances

All prior financial and non-financial encumbrances of any nature whatsoever, whether easements, rights-of-way, land use contracts, development permits, mortgages, charges, agreements of purchase and sale, or otherwise shall be entirely subject to the Lender's and Lender's solicitor's approval prior to any advance of funds. Should there be any prior encumbrance on title of any nature whatsoever, of which the Lender or Lender's solicitor disapprove and which the Borrower is unable or unwilling to remove from title, the Lender will not be obligated to advance funds.

Conveyances and Change in Structure

During the full term of the Loan, the Lender reserves the right to approve any change of ownership, control, pledge and/or sale and further encumbering of the Project or in the structure of any of the Borrowers and Guarantors. If the ownership or control of the Project or any Borrower or Guarantor changes without the approval of the Lender, the mortgage document shall entitle the Lender, at its sole option, to accelerate the principal and interest repayments of the Loan. The Lender agrees that it will not unreasonably withhold its consent to a change in ownership, pledge and/or sale of the subject property.

Adverse Changes

In the event of any material adverse change in the position and condition, financial or otherwise, of the Borrower or the Project, the Lender at its sole discretion will not be obligated to advance any further funds under the Loan.

Guarantors' Initials IJ
Imran Jinnah for all

Borrowers' Initials IJ
Imran Jinnah for all

Syndication

The Lender has the right to syndicate the Loan to other lenders and/or investors in whole or in part (which may include Jack Greenberg and/or entities related to him).

Solicitor's Opinion

This Commitment is subject to the lender's solicitors being satisfied as to the title of the Project, the form and content of all prior encumbrances and the Security Documents, and as to all legal matters pertaining to the Loan and compliance with the conditions herein.

No Assignment

This Commitment may not be transferred or assigned by the Borrowers.

Representations

The Borrowers and Guarantors each warrant that all information submitted to the Lender in connection with this Commitment is factual and correct and that these representations have been made to induce the Lender to make the Loan. The Lender shall have no obligation to advance funds in the event any representation is untrue.

Survival

All terms, conditions, representations and warranties of this Commitment shall survive the closing of the Loan contemplated and neither the preparation nor registration of any documents related to this transaction shall bind the Lender to advance funds under the Commitment, in the event of non-compliance with any terms, conditions, representations or warranties.

Guarantors' Initials IM Imran Jinnah for all **Parties**	Borrowers' Initials IM Imran Jinnah for all **parties**

LAW OFFICES OF JACK GREENBERG

SUITE 204, 181 EGLINTON AVENUE EAST
TORONTO, ONTARIO
M4P 1J4

JANUARY 31, 2012

Imran Jinnah and related companies
103 Naughton Drive
Richmond Hill, Ontario

Dear Imran:

RE: Third, Fourth, and Fifth Mortgage Financing and Equity Loan in connection with parts of Phases 1 and 2 being proposed Plan 3 and all of Phase 3 for the Puccini Drive subdivision, Richmond Hill, Ontario (the "Project")

In connection with the aforesaid financing proposal dated JANUARY 31, 2012 and accepted as of the 1st day of February 2012 (the "Commitment"), the Borrowers and Guarantors thereunder agree that Jack Greenberg and/or Dapaul Management Limited shall be paid the following fees on the following terms with respect to the above financing.

LENDER FEE:

A Lender Fee in the amount of 4.5 % of the Loan Amount of $2,000,000.00 (the "Lender Fee") which is deemed earned and payable as aforesaid upon acceptance of the Commitment by the Borrowers and Guarantors, as compensation for the time, effort and expenses incurred by the Lender in providing the Commitment. This Lender Fee shall be payable as follows: $20,000 at the time of acceptance of the Commitment, $70,000.00 payable from the initial advance of $1,630,000.00 thereunder.

The Borrowers and Guarantors have agreed that the aforesaid sums represent a reasonable estimate of compensation to be paid and that the determination of actual time, costs and expenses incurred is not feasible. If the Loan referred to in the Commitment is not repaid on or before its maturity, then a further Lender Fee is payable thereon on the same terms as set out herein payable on the anniversary date of the first advance under the Loan referred to in the Commitment.

Guarantors' Initials- IJ
Imran Jinnah for all

Borrowers' Initials- IJ
Imran Jinnah for all

MANAGEMENT FEE:

A Management Fee to Jack Greenberg and/or Dapaul Management Limited of one and one half (1.5%) percent of the total Loan Amount as referred to in the Commitment, per annum, payable annually in advance on the anniversary date of the first advance under the Commitment, for each year or part thereof that the Loan referred to under the Commitment is outstanding, for the time and expense to be incurred in the management of the Loan referred to under the Commitment and the monitoring of its security.

Forthwith after the execution of the Commitment, the Borrowers and Guarantors under the Commitment shall execute a copy of this agreement and an Irrevocable Direction (in the form attached hereto) to pay the fees referred to herein directly from the Lender's solicitor's trust account prior to disbursement to the Borrowers.

If you are in agreement with the above terms and conditions, kindly acknowledge so by executing and returning a copy of this agreement, together with a cheque in the amount of $20,000.00 representing the first instalment of the Lender's Fees by 5:00 p.m. as of February 1, 2012.

Yours truly,
LAW OFFICES OF JACK GREENBERG

PER:__________________
Jack Greenberg

I/We agree with the terms and conditions outlined herein.

Accepted as of the 1st day of February 2012

AUTHORIZED SIGNATURE FOR THE BORROWERS AND GUARANTORS:

____
Imran Jinnah for himself and all Borrowers and Guarantors

IRREVOCABLE DIRECTION

TO: JACK GREENBERG IN TRUST

AND TO: JACK GREENBERG, its solicitor

RE: Third, Fourth, and Fifth Mortgage Financing and Equity Loan in connection with parts of Phases 1 and 2 being proposed Plan 3 and all of Phase 3 for the Puccini Drive subdivision, Richmond Hill, Ontario (the "Project")

EACH OF THE BORROWERS AND GUARANTORS in connection with the aforesaid financing, for good and valuable consideration, hereby irrevocably authorizes and directs you to pay out of the advance(s) under the aforesaid financing, all Lender's Fees and Management Fees in accordance with a letter dated January 31, 2012 and signed as of February 1, 2012 in connection therewith and for so doing this shall be your full and sufficient and irrevocable authority.

Dated at Toronto as of the 1st day of February 2012.

Imran Jinnah

IMRAN JINNAH for all the aforesaid Borrowers and Guarantors

75

TARION
PROTECTING ONTARIO'S NEW HOME BUYERS

Tarion Warranty Corporation
5160 Yonge Street, 12th Floor
Toronto, Ontario M2N 6L9
Toll-Free: 1-877-982-7466
www.tarion.com

EXHIBIT No 9
EXAMINATION OF Jack Greenberg
ARGO/NEWMAR VS SILVERSTREAMS et al
DATE May 22, 2015
NETWORK REPORTING

July 31, 2013

Imran Jinnah
Silver Streams Homes
Box No. 30534, 10660 Yonge St.
RICHMOND HILL ON L4C 0C7

Dear Imran Jinnah:

Re: Conditions of Registration
Reference No. 34331 – Silver Streams Homes Inc.
Reference No. 40567 – Whitby Mews Developments Inc.
Reference No. 40559 – 2147650 Ontario Inc.
Reference No. 40568 – 2148990 Ontario Inc.
Reference No. 40569 – 2148993 Ontario Inc.
Reference No. 40565 – 2148991 Ontario Inc.
Reference No. 40570 – 2147681 Ontario Inc.

I refer to your application received for registration with Tarion Warranty Corporation ("Tarion"). Under the guidelines of Builder Bulletin 28 (Revised), Tarion has completed its assessment for security purposes.

I propose to make your registration with Tarion subject to the following conditions:

1. The blanket security in the amount of $1,240,000 currently held with Tarion will be maintained. The total blanket security will cover all obligations owed or which will be owed by the above named registrant to Tarion however they arise.

   The release of security will be dependent on the expiry of both deposit and warranty coverage. If all issues are not resolved, the security will remain in place at the discretion of the Registrar.

2. You will use Silver Streams Homes Inc., Reference Number 34331, as the builder for all freehold units under the umbrella of Silver Streams Homes. Should circumstances change and you enter into a contract with another builder, you will inform Tarion of the name, registration number, and provide a copy of the contract. A new risk assessment to determine the terms and conditions for the project will be conducted.

3. Whitby Mews Developments Inc. shall not, without prior written consent, sell more than FIVE (5) freehold homes including the TWO (2) homes already enrolled located at 12 and 13 Bridlewood WHITBY.

4. 2147650 Ontario Inc. shall not, without prior written consent, sell more than the **ONE** (1) home already enrolled located lot 52 Puccini Dr., RICHMOND HILL.

5. 2148990 Ontario Inc. shall not, without prior written consent, sell more than **TWENTY (20)** including the **TEN (10)** homes already enrolled located at 19, 21, 18, 20 and 22 Rossini Dr., RICHMOND HILL and 64, 66, 68, 70 and lot 25 Puccini Dr., RICHMOND HILL.

6. 2148993 **Ontario Inc.** shall not, without prior written consent, sell more than **SEVEN** (7) freehold homes including the three (3) home already enrolled located at 80 and 84 Puccini Dr., RICHMOND HILL and 4 Pavarotti St., RICHMOND HILL

7. 2148991 Ontario Inc. shall not, without prior written consent, sell more than **FOURTY-EIGHT** (48) homes.

8. 2147681 Ontario Inc. shall not, without prior written consent, sell more than the **EIGHTEEN** (18) homes including the seven (7) already enrolled located at lots 61 Puccini Dr., RICHMOND HILL, and 57, 58, 60, 62, 64 and 66 Rossini Dr., RICHMOND HILL.

9. Tarion Warranty Corporation (Tarion) has conducted a credit check on your companies, which indicated statements of claims/construction liens for the following:

   a. $930,120 - Con-Drain Company (1983) Limited

   Please provide a summary of your defense with respect to the above. Further, please provide the particulars regarding whether the statements of claim have been satisfied.

At each renewal, a risk assessment will be conducted to review security requirements. Should complaints or claims exist against the vendor or builder it would have a negative impact on the release of the security.

If you do not maintain an active registration, any security held will be maintained until all warranty obligations are met.

I am prepared to consider your registration with Tarion if the foregoing conditions are acceptable to you. These conditions of registration do not restrict the Registrar from placing further conditions on your registration that are deemed to be appropriate.

Please confirm your acceptance of these conditions of registration by signing and returning the duplicate copy of this letter by **June 19, 2012** . Your application will not be approved until a signed copy of the terms and condition letter is returned. If you have any questions, please contact Hiliary Scarlett at 416-229-9200 ext. 3167 or toll free at 1-877-982-7466.

Sincerely,

John Becevello

John Becevello, CA
Deputy Registrar

CONSENTED AND AGREED TO:

Vendor/Builder: Silver Streams Homes Inc.
Reference No.: 34331

By:
(Corporate seal where applicable) Signature of Authorized Signing Officer

Print Name of Authorized Signing Officer

Vendor/Builder: Whitby Mews Developments Inc.
Reference No.: 40567

By:
(Corporate seal where applicable) Signature of Authorized Signing Officer

Print Name of Authorized Signing Officer

Vendor/Builder: 2147650 Ontario Inc.
Reference No.: 40559

By:
(Corporate seal where applicable) Signature of Authorized Signing Officer

Print Name of Authorized Signing Officer

78

Vendor/Builder: 2148990 Ontario Inc.
Reference No.: 40568

By:
(Corporate seal where applicable) Signature of Authorized Signing Officer

Print Name of Authorized Signing Officer

Vendor/Builder: 2148993 Ontario Inc.
Reference No.: 40569

By:
(Corporate seal where applicable) Signature of Authorized Signing Officer

Print Name of Authorized Signing Officer

Vendor/Builder: 2148991 Ontario Inc.
Reference No.: 40565

By:
(Corporate seal where applicable) Signature of Authorized Signing Officer

Print Name of Authorized Signing Officer

Vendor/Builder: 2147681 Ontario Inc.
Reference No.: 40570

By:
(Corporate seal where applicable) Signature of Authorized Signing Officer

Print Name of Authorized Signing Officer

Jack Greenberg

From: Imran Jinnah <imranjinnah@hotmail.com>
Sent: Thursday, August 01, 2013 11:53 AM
To: Jack Greenberg; Asma Jinnah
Subject: FW: Terms and Conditions - 34331, 40567, 40559, 40568, 40569, 40565, 40570
Attachments: pntc04.newhome.on.ca_Exchange_08-01-2013_09-30-04.pdf

Hi Jack

Attached is the Assessment letter from Tarion

They are unwilling to reduce the deposit under Condition #9 is explained.

This condition deals with the Condrain Lien issue which was resolved some time back.

Can you please send her an explanation on this.

Meanwhile, should I will sign this document and send it back to her.

Thanks & Regards

Imran

> From: Hiliary.Scarlett@TARION.COM
> To: imranjinnah@hotmail.com; asmajinnah@hotmail.com
> Subject: FW: Terms and Conditions - 34331, 40567, 40559, 40568, 40569, 40565, 40570
> Date: Thu, 1 Aug 2013 14:13:52 +0000
>
> Good Morning Imran,
>
>
> I acknowledge your request for a reduction in security. At this point we are not in a position to review as there is a large statement of claim outstanding as addressed in condition #9 in the attached letter.
>
> Once the backup documentation has been provided to our satisfaction, we will be in a position to review for a release. This is providing all other aspects of the registration remain the same (ie. No additional chargeables/claims)
>
> Thanks, Hiliary
>
> -----Original Message-----
> From: Ekua Kariuki
> Sent: August-01-13 9:43 AM
> To: imranjinnah@hotmail.com
> Cc: Hiliary Scarlett
> Subject: Terms and Conditions - 34331, 40567, 40559, 40568, 40569, 40565, 40570
>

>
> Hello,
>
> Please find attached your terms and conditions of registration. Sign and send back via fax or email. Please note, all conditions (ie. Security requirements) must be met to in order to complete the registration process. Originals have been sent via regular mail.
>
> If you require any assistance, please contact Hiliary Scarlett at 1-877-982-7466 or (416) 229-9200 ext. 3167 or e-mail hiliary.scarlett@tarion.com. If you would like to fax your signed terms and conditions letter our fax number is 416-229-3843.
>
> Thanks,
>
> Ekua Kariuki
> Licensing and Underwriting
>

Jack Greenberg

From:	Hiliary Scarlett <Hiliary.Scarlett@TARION.COM>
Sent:	Wednesday, October 16, 2013 11:52 AM
To:	Lori Krstevski
Cc:	Jack Greenberg
Subject:	FW: Silver Streams
Attachments:	let to tarion.3.pdf; PARCEL REGISTER.pdf; DISCHARGE NO. 1.pdf; DISCHARGE NO. 2.pdf

Morning Lori,

Please review for Silver Streams homes at your earliest convenience.

Thanks, Hiliary

From: Jack Greenberg [mailto:jack@greenberglawyers.ca]
Sent: October-16-13 10:32 AM
To: Hiliary Scarlett
Subject: Silver Streams

Please see attached for your review

Regards

Jack Greenberg

Law Offices of Jack Greenberg
Barristers & Solicitors
Suite 204
181 Eglinton Ave East
Toronto, Ontario
M4P 1J4

TEL: 416-485-8833
FAX: 416-485-3246
E-MAIL: jackgreenberg@greenberglawyers.ca

Law Offices of
Jack Greenberg

Delivered by e-mail to Hilary.Scarlett@Tarion.com October 16, 2013

82

No. of pages: 20 (including this page) Time: 10:20 A.M.

Tarion Warranty Corporation
5160 Yonge Street, 12th Floor
Toronto, Ontario M2N 6L9

Attention: Ms. Hilary Scarlett

Dear Madame:

Re: Silver Streams Homes Inc. et al – Registration Numbers 34331, 40567, 40559, 40568, 40569, 40565 and 40570

Please be advised that I am the solicitor for Silver Streams Homes Inc. et al, the registrants under the aforesaid numbers, and a copy of your renewal letter of July 31, 2013 has been sent to me for reply in connection with Condition 9 thereof. The claim for lien referred to therein and which was registered for $930,120 was registered on February 9, 2010 under Instrument Number YR 1439547 in the Land Registry Office for the Land Titles Division of York (No. 65) and was never perfected by registration of a Certificate of Action. It also only relates to the lands of my clients known as Phase 2 consisting of 50 homes in 2 plans of 25 each("Plan 2" and "Plan 3").

In connection with the Plan 2 lands, this Construction Lien was discharged in full on May 27, 2011 under a Discharge of Lien registered as # YR 1653487 (copy enclosed). This Lien is no longer registered on any of those 25 homes in Plan 2.

In connection with the Plan 3 lands, this Lien was discharged even before the Plan was registered under Instrument No. YR 1775346 on January 24, 2012 (copy enclosed). Accordingly, this Lien is not registered on any of the Plan 3 lands either and has been totally removed from all applicable lands by these 2 Discharges of Lien. To confirm same, I am enclosing a copy of the parcel registers (with deleted instruments shown) which show the prior Claim for lien having been deleted and the Discharge.

I understand that this old issue is holding up the release of a portion of the funds/Letter of credit which my clients' have on deposit with respect to 20 homes in the first phase of the Puccini Subdivision lands which have nothing to do with the above Lien. Accordingly, I trust you will now be in a position to release that $200,000 back to Bank of Montreal which provided the Letter of Credit for same.

Suite 204, 181 Eglinton Avenue East, Toronto, Ontario, M4P 1J4 Tel: (416) 485-8833 Fax: (416) 485-3246
E-Mail: jackgreenberg@greenberglawyers.ca

83

Please contact my office if you require any further information.

Yours truly

Jack Greenberg
JG/mmm/2008-044/let to tarion.3

Suite 204, 181 Eglinton Avenue East, Toronto, Ontario, M4P 1J4 Tel: (416) 485-8833 Fax: (416) 485-3246
E-Mail: jackgreenberg@greenberglawyers.ca

84

Ontario ServiceOntario

LAND REGISTRY OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03204-3468 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PREPARED FOR Greenery
ON 2011/07/20 AT 10:07:47

PROPERTY DESCRIPTION: PT LT 2, PLN M867 , S/T EASE AS IN LB43081; TOWN OF RICHMOND HILL

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
DIVISION FROM 03204-3155

PIN CREATION DATE:
2011/03/[illegible]

OWNERS' NAMES
2147650 ONTARIO INC

CAPACITY SHARE
BENF

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2011/03/23 **						
NOTE: THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY						
[illegible]	1959/12/16	PLAN REFERENCE				
LB43095	1959/11/[illegible]	TRANSFER EASEMENT			THE CORPORATION OF THE TOWNSHIP OF KING	
65R30307	2007/09/19	PLAN REFERENCE				
YR[illegible]	2007/10/01	TRANSFER	$[illegible],000	ALEXANDRIS, JOHN ALEXANDRIS, MARY	2147650 ONTARIO INC	
YR[illegible]	2007/10/01	CHARGE	$1,150,000	2147650 ONTARIO INC	ALEXANDRIS, JOHN ALEXANDRIS, MARY	
YR1254039	2008/11/14	CHARGE	$3,400,000	2147650 ONTARIO INC	PUCCINI MORTGAGE CORP	
YR1273815	2009/01/05	CHARGE	$5,500,000	2147650 ONTARIO INC	DABAUL MANAGEMENT LIMITED	
YR1274384	2009/01/07	POSTPONEMENT		PUCCINI MORTGAGE CORP	DABAUL MANAGEMENT LIMITED	
REMARKS: YR1254039 TO YR1273815						
65R[illegible]	2009/01/26	PLAN REFERENCE				
YR[illegible]	2009/10/[illegible]	CHARGE	$1,500,000	2147650 ONTARIO INC	[illegible] ONTARIO LIMITED	
65R[illegible]	2011/01/04	PLAN REFERENCE		*** DELETED AGAINST THIS PROPERTY ***		
YR14[illegible]	2010/02/01	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** CON-DRAIN COMPANY (1983) LTD		

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

Ontario ServiceOntario

LAND REGISTRY OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

[illegible]-3468 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PREPARED FOR [illegible] ON 2012/[illegible] AT [illegible]

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR1461947	2010/04/[illegible]	CERTIFICATE		*** DELETED AGAINST THIS PROPERTY *** CON-DRAIN COMPANY (1983) LTD		
REMARKS: ACTION RE YR14[illegible]						
YR1539862	2010/08/25	RESTRICTION-LAND		*** DELETED AGAINST THIS PROPERTY *** 2148590 ONTARIO INC 2148593 ONTARIO INC 2147650 ONTARIO INC 2147681 ONTARIO INC		
REMARKS: NO TRANSFER OF CHARGE WITHOUT THE CONSENT OF TOWN SOLICITOR, ASSISTANT TOWN SOLICITOR OR CHIEF ADMINISTRATIVE OFFICER OF TOWN OF RICHMOND HILL PT LT 2 PL M807 PTS 1 & 2 65R[illegible]						
[illegible]	2010/[illegible]	[illegible] SUB AGREEMENT		*** DELETED AGAINST THIS PROPERTY *** THE CORPORATION OF THE TOWN OF RICHMOND HILL	2147681 ONTARIO INC 2148[illegible] ONTARIO INC 2148593 ONTARIO INC 2147650 ONTARIO INC	
REMARKS: PT LT 2 PL M807, BEING PTS 1 & 2 65R[illegible], RICHMOND HILL ; S/T EASE ON PT 1 [illegible] AS IN [illegible]						
[illegible]	2010/[illegible]	TRANSFER OF CHARGE		ALEXANDRIS, JOHN ALEXANDRIS, MARY	[illegible] PUCCINI MORTGAGE CORP	
REMARKS: YR[illegible]						
YR[illegible]	2010/10/[illegible]	NOTICE	$1	2147650 ONTARIO INC.	[illegible] PUCCINI MORTGAGE CORP	
REMARKS: YR[illegible]						
YR1570882	2010/11/04	POSTPONEMENT		53 PUCCINI MORTGAGE CORP	THE CORPORATION OF THE TOWN OF RICHMOND HILL	
REMARKS: YR[illegible], YR[illegible] TO YR[illegible]						
YR1570883	2010/11/04	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** DAPAUL MANAGEMENT LIMITED	THE CORPORATION OF THE TOWN OF RICHMOND HILL	
REMARKS: YR12[illegible] TO YR1551743						
YR1570884	2010/11/04	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** PUCCINI MORTGAGE CORP	THE CORPORATION OF THE TOWN OF RICHMOND HILL	
REMARKS: YR12[illegible] TO YR1551743						
YR1570885	2010/11/04	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** [illegible] ONTARIO LIMITED	THE CORPORATION OF THE TOWN OF RICHMOND HILL	
REMARKS: YR[illegible] TO YR1551743						
YR[illegible]	2010/11/04	APL (GENERAL)		*** DELETED AGAINST THIS PROPERTY *** CON-DRAIN COMPANY (1983) LTD.	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.

86

12

Ontario ServiceOntario

LAND REGISTRY OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03208-3408 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PAGE 3 OF 4
PREPARED FOR [illegible]
ON 2012/[illegible] AT 10:07:4[illegible]

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
REMARKS: YR1419647, YR1461947 TO YR1541743						
[illegible]	2011/06/02	CHARGE	$3,000,000	2147650 ONTARIO INC	53 PUCCINI MORTGAGE CORP	
[illegible]	2011/06/02	CHARGE	$1,200,000	2147650 ONTARIO INC	NASTELL INVESTMENTS LIMITED	
65R33107	2011/07/12	PLAN REFERENCE				
YR1775182	2012/01/24	CHARGE	$16,000,000	2147650 ONTARIO INC	BANK OF MONTREAL	
YR1775183	2012/01/24	NO ASSGN RENT GEN		2147650 ONTARIO INC	BANK OF MONTREAL	
REMARKS: YR1775182						
YR1775[illegible]	2012/01/24	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** CON-DRAIN COMPANY (1983) LTD		
REMARKS: YR1419647						
[illegible]	2012/02/1[illegible]	NOTICE		52 NASTELL INVESTMENTS LIMITED	2147650 ONTARIO INC	
REMARKS: YR1417655						
YR1[illegible]	2012/04/[illegible]	RESTRICTION-LAND		2147650 ONTARIO INC; 2148993 ONTARIO INC; 2148990 ONTARIO INC		
REMARKS: NO TRANSFER OR CHARGE OF THE LANDS DESCRIBED IN THE PROPERTIES SET ABOVE SHALL BE REGISTERED WITHOUT THE CONSENT OF THE TOWN SOLICITOR ASSISTANT TOWN SOLICITOR OF THE [illegible] OF THE CORPORATION OF THE TOWN OF RICHMOND HILL. PTS 1 & [illegible] [illegible] 65R33[illegible]						
YR1[illegible]	2012/04/[illegible]	NO SEC AGREEMENT		THE CORPORATION OF THE TOWN OF RICHMOND HILL	2147650 ONTARIO INC; 2148990 ONTARIO INC; 2148993 ONTARIO INC	
REMARKS: PTS 1 & 2, PL 65R33107						
YR1812185	2012/04/23	POSTPONEMENT		53 PUCCINI MORTGAGE CORP	THE CORPORATION OF THE TOWN OF RICHMOND HILL	
REMARKS: YR1[illegible] & YR1[illegible] TO YR1812419						
YR1812186	2012/04/23	POSTPONEMENT		DAPAUL MANAGEMENT LIMITED	THE CORPORATION OF THE TOWN OF RICHMOND HILL	
REMARKS: YR1273815 TO YR1812419						
YR1812187	2012/04/23	POSTPONEMENT		PUCCINI MORTGAGE CORP.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	
REMARKS: YR1[illegible] TO YR1812419						
YR1812188	2012/04/23	POSTPONEMENT		38824[illegible] ONTARIO 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.

87

Ontario ServiceOntario

LAND
REGISTRY
OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

[illegible] (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PAGE 4 OF 4
PREPARED FOR [illegible]
ON 2012/[illegible] AT [illegible]

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
REMARKS: YR1[illegible] TO YR1811[illegible]						
YR1812189	2012/04/23	POSTPONEMENT		93 PUCCINI MORTGAGE CORP	THE CORPORATION OF THE TOWN OF RICHMOND HILL	
REMARKS: YR1[illegible]64 TO YR1811[illegible]						
YR1[illegible]	2012/04/23	POSTPONEMENT		NASTELL INVESTMENTS LIMITED	THE CORPORATION OF THE TOWN OF RICHMOND HILL	
REMARKS: YR1[illegible]96 & YR17[illegible] TO YR1811[illegible]						
YR1812194	2012/04/23	POSTPONEMENT		BANK OF MONTREAL	THE CORPORATION OF THE TOWN OF RICHMOND HILL	
REMARKS: YR177[illegible] & YR1775[illegible] TO YR1811[illegible]						
65M4[illegible]	2012/07/[illegible]	PLAN SUBDIVISION				
YR1[illegible]	2012/07/[illegible]	PLAN DOCUMENT		2148[illegible] ONTARIO INC 2147[illegible] ONTARIO INC 2148[illegible] ONTARIO INC		
YR1[illegible]	2012/0[illegible]	APL [illegible] ORDER-LAND		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.

88

Ontario ServiceOntario

LAND REGISTRY OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03206-3410 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PREPARED FOR [illegible] ON 2012/07/2[illegible] AT 10:[illegible]

PROPERTY DESCRIPTION: PART OF LT [illegible], PLN M807 , S/T LB43081, TOWN OF RICHMOND HILL

PROPERTY REMARKS:

ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE

RECENTLY: DIVISION FROM 03206-[illegible]

PIN CREATION DATE: 2011/0[illegible]

OWNERS' NAMES: 2147450 ONTARIO INC

CAPACITY: ROWN

SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2011/03/23 **						
NOTE: THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY						
[illegible]	1959/12/2[illegible]	TRANSFER EASEMENT			THE CORPORATION OF THE TOWNSHIP OF KING	C
YR[illegible]	2007/10/01	TRANSFER	$1,300,000	ALEXANDRIS, JOHN ALEXANDRIS, MARY	2147450 ONTARIO INC	C
[illegible]	2007/10/01	CHARGE	$1,[illegible]	2147450 ONTARIO INC	ALEXANDRIS, JOHN ALEXANDRIS, MARY	C
YR1[illegible]	2008/11/14	LR'S ORDER		LAND REGISTRAR		C
REMARKS: YR1[illegible] - AMEND OWNERS FIELD						
YR1254039	2008/11/14	CHARGE	$1,400,000	2147450 ONTARIO INC.	PUCCINI MORTGAGE CORP	C
YR1277415	2009/01/09	CHARGE	$[illegible],500,000	2147450 ONTARIO INC	DAPAUL MANAGEMENT LIMITED	C
YR1274364	2009/01/07	POSTPONEMENT		PUCCINI MORTGAGE CORP.	DAPAUL MANAGEMENT LIMITED	C
REMARKS: YR1254039 TO YR1277415						
[illegible]	2009/01/26	PLAN REFERENCE				C
YR1[illegible]	2009/11/07	CHARGE	$[illegible]	2147450 ONTARIO IN	[illegible] ONTARIO LIMITED	C
YR1435954	2010/02/04	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** CON-DRAIN COMPANY (1983) LTD		
YR14[illegible]	2010/04/[illegible]	CERTIFICATE		*** DELETED AGAINST THIS PROPERTY *** CON-DRAIN COMPANY (1983) LTD		
REMARKS: ACTION RE YR1435954						

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.

89

Ontario ServiceOntario

LAND REGISTRY OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03206-3419 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PAGE 2 OF 3
PREPARED FOR [illegible]
ON 2012/07/[illegible] AT 10:[illegible]

REG. NUM	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
[illegible]	2010/10/15	TRANSFER OF CHARGE		ALEXANDRIS, JOHN ALEXANDRIS, MARY	51 PUCCINI MORTGAGE CORP	C
REMARKS: YR[illegible]						
[illegible]	2010/10/15	NOTICE	$1	2147650 ONTARIO INC	51 PUCCINI MORTGAGE CORP	C
REMARKS: YR[illegible]						
[illegible]	2010/11/04	POSTPONEMENT		51 PUCCINI MORTGAGE CORP	THE CORPORATION OF THE TOWN OF RICHMOND HILL	
REMARKS: YR[illegible], YR[illegible] TO YR[illegible]						
YR[illegible]	2011/04/[illegible]	CHARGE	$[illegible],000	2147650 ONTARIO INC	51 PUCCINI MORTGAGE CORP	C
YR[illegible]	2011/04/[illegible]	CHARGE	$[illegible],200,000	2147650 ONTARIO INC	MASTELL INVESTMENTS LIMITED	C
[illegible]	2011/07/[illegible]	PLAN REFERENCE				C
YR[illegible]	2012/01/24	CHARGE	$14,000,000	2147650 ONTARIO INC	BANK OF MONTREAL	C
YR[illegible]	2012/01/24	NO ASSGN RENT GEN		2147650 ONTARIO INC	BANK OF MONTREAL	
REMARKS: YR1775[illegible]						
YR[illegible]	2012/01/24	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** [illegible]-CRAIN COMPANY (1983) LTD		
REMARKS: YR[illegible]						
YR[illegible]	2012/02/13	NOTICE	$2	MASTELL INVESTMENTS LIMITED	2147650 ONTARIO INC	C
REMARKS: YR[illegible]						
YR1805185	2012/04/04	RESTRICTION-LAND		2147650 ONTARIO INC. 2148[illegible] ONTARIO INC 2148[illegible] ONTARIO INC.		C
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 OF THE CORPORATION OF THE CORPORATION OF THE TOWN OF RICHMOND HILL. PTS 4 & 5, 65R[illegible]						
YR[illegible]	2012/04/12	LR'S ORDER		LAND REGISTRAR LRO#65		C
REMARKS: AMEND DESCRIPTION TO READ PT LOT 3						
YR[illegible]	2012/04/20	NO SUB AGREEMENT		THE CORPORATION OF THE TOWN OF RICHMOND HILL	2147650 ONTARIO INC 2148[illegible] ONTARIO INC 2148[illegible] ONTARIO INC	C
REMARKS: PTS 4 & 5, PL 65R[illegible]						

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.

90

Ontario ServiceOntario

LAND REGISTRY OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03206-1430 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PAGE [illegible] OF [illegible]
PREPARED FOR [illegible]
ON 2012/[illegible] AT [illegible]

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR1812185	2012/04/23	POSTPONEMENT REMARKS: YR1[illegible]323 & YR1[illegible] TO YR1812414		53 PUCCINI MORTGAGE CORP.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	
YR1812186	2012/04/23	POSTPONEMENT REMARKS: YR1[illegible]15 TO YR1812414		DAPAUL MANAGEMENT LIMITED	THE CORPORATION OF THE TOWN OF RICHMOND HILL	
YR1812187	2012/04/23	POSTPONEMENT REMARKS: YR1[illegible]49 TO YR1812419		PUCCINI MORTGAGE CORP	THE CORPORATION OF THE TOWN OF RICHMOND HILL	
YR1812188	2012/04/23	POSTPONEMENT REMARKS: YR1[illegible] TO YR1812419		[illegible] ONTARIO LIMITED	THE CORPORATION OF THE TOWN OF RICHMOND HILL	
YR1812189	2012/04/23	POSTPONEMENT REMARKS: YR1[illegible]54 TO YR1812414		53 PUCCINI MORTGAGE CORP	THE CORPORATION OF THE TOWN OF RICHMOND HILL	
YR1812190	2012/04/23	POSTPONEMENT REMARKS: YR1[illegible]55 & YR1[illegible] TO YR1812419		MASTRO INVESTMENTS LIMITED	THE CORPORATION OF THE TOWN OF RICHMOND HILL	
YR1812191	2012/04/23	POSTPONEMENT REMARKS: YR1[illegible]52 & YR1[illegible] TO YR1812414		BANK OF MONTREAL	THE CORPORATION OF THE TOWN OF RICHMOND HILL	
65M4[illegible]	2012/07/[illegible]	PLAN SUBDIVISION				
YR1857[illegible]	2012/07/[illegible]	PLAN DOCUMENT		[illegible] ONTARIO INC 2147650 ONTARIO INC. 2149[illegible] ONTARIO INC		
YR1857187	2012/07/[illegible]	APL LOR ORDER-LAND		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.

91

Ontario ServiceOntario

LAND REGISTRY OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03204-1411 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PAGE 1 OF [illegible]
PREPARED FOR [illegible]
ON 2012/0[illegible] AT [illegible]

PROPERTY DESCRIPTION: PT LT 3 PLN M607; S/T EASE AS IN LR430[illegible]; TOWN OF RICHMOND HILL

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
DIVISION FROM 03204-0302

PIN CREATION DATE:
2011/[illegible]

OWNERS' NAMES
2147450 ONTARIO INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2011/03 [illegible] **						
NOTE: THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY						
LR430[illegible]	1959/12/[illegible]	TRANSFER EASEMENT			THE CORPORATION OF THE TOWNSHIP OF KIN[illegible]	C
REMARKS: THIS DOCUMENT WAS RE-INSTATED ON 2011/06/0[illegible] AT 11:32 BY SAKNE, MAGGIE.						
YR10[illegible]	2007/10/[illegible]	TRANSFER	$1,700,000	ALEXANDRIS, JOHN ALEXANDRIS, MARY	2147450 ONTARIO INC.	
YR1[illegible]	2007/1[illegible]	CHARGE	$1,150,000	2147450 ONTARIO INC	ALEXANDRIS, JOHN ALEXANDRIS, MARY	
YR125[illegible]	2008/11/14	LR'S ORDER		LAND REGISTRAR		
REMARKS: YR10[illegible] - AMEND OWNERS FIELD						
YR1[illegible]	2008/12/16	CHARGE	$[illegible]	2147450 ONTARIO INC	F[illegible] MORTGAGE CORP	
YR127[illegible]	2009/01/05	CHARGE	$1,500,000	2147450 ONTARIO INC	DAFAUL MANAGEMENT LIMITED	
YR1[illegible]	2009/01/07	POSTPONEMENT		F[illegible] MORTGAGE CORP	DAFAUL MANAGEMENT LIMITED	
REMARKS: YR12[illegible] TO YR127[illegible]						
65R[illegible]	2009/0[illegible]	PLAN REFERENCE				
YR1[illegible]	2009/10/07	CHARGE	$1,500,000	2147450 ONTARIO IN[illegible]	184742 ONTARIO LIMITED	
YR143954[illegible]	2010/02/09	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** CON-DRAIN COMPANY (1983) LTD		
YR144[illegible]	2010/04/07	CERTIFICATE		*** DELETED AGAINST THIS PROPERTY *** CON-DRAIN COMPANY (1983) LTD		
REMARKS: ACTION RE YR143954[illegible]						

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.

92

Ontario ServiceOntario

LAND
REGISTRY
OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03204-3411 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PREPARED FOR [illegible]
ON [illegible] AT [illegible]

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
[illegible]	2010/10/18	TRANSFER OF CHARGE		ALEXANDRIS, JOHN ALEXANDRIS, MARY	53 PUCCINI MORTGAGE CORP	C
REMARKS: YR[illegible]						
YR[illegible]	2010/10/[illegible]	NOTICE	$2	2147650 ONTARIO INC.	53 PUCCINI MORTGAGE CORP	C
REMARKS: YR[illegible]						
YR1570482	2010/11/04	POSTPONEMENT		53 PUCCINI MORTGAGE CORP	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR[illegible], YR156[illegible] TO YR[illegible]						
YR[illegible]	2011/05/[illegible]	LR'S ORDER		*** COMPLETELY DELETED *** LAND REGISTRAR, NO 65		
REMARKS: DELETING THE S/T EASE [illegible] FROM THE THUMBNAIL AND INSTRUMENT FIELD. APPEARS NOT TO AFFECT						
YR1657404	2011/06/02	CHARGE	$2,000,000	2147650 ONTARIO INC.	53 PUCCINI MORTGAGE CORP	C
[illegible]	2011/06/02	CHARGE	$1,200,000	2147650 ONTARIO INC	NASTELL INVESTMENTS LIMITED	C
YR[illegible]	2011/06/[illegible]	LR'S ORDER		LAND REGISTRAR, NO 65		C
REMARKS: ADDING S/T EASE AS IN [illegible] TO THE THUMBNAIL DESCRIPTION						
[illegible]	2011/07/[illegible]	PLAN REFERENCE				C
YR[illegible]	2012/01/24	CHARGE	$11,000,000	2147650 ONTARIO INC.	BANK OF MONTREAL	C
YR[illegible]	2012/01/24	NO ASSGN RENT GEN		2147650 ONTARIO INC.	BANK OF MONTREAL	C
REMARKS: YR[illegible]						
YR[illegible]	2012/01/24	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** CON-DRAIN COMPANY (1983) LTD		
REMARKS: YR1439[illegible]						
YR[illegible]	2012/02/[illegible]	NOTICE	$2	NASTELL INVESTMENTS LIMITED	2147650 ONTARIO INC	
REMARKS: YR[illegible]						
YR[illegible]	2012/04/04	RESTRICTION-LAND		2147650 ONTARIO INC. 2148[illegible] ONTARIO INC. 2148[illegible] ONTARIO INC		C
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 OF THE C[illegible] OF THE CORPORATION OF THE TOWN OF RICHMOND HILL. PTS [illegible] [illegible]						

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.

93

19

Ontario ServiceOntario

LAND REGISTRY OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

[illegible] (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PAGE [illegible]
PREPARED FOR [illegible]
ON [illegible] AT [illegible]

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
[illegible]	2012/04/20	NO SUB AGREEMENT		THE CORPORATION OF THE TOWN OF RICHMOND HILL	[illegible] ONTARIO INC. [illegible] ONTARIO INC [illegible] ONTARIO INC	C
REMARKS: [illegible]						
[illegible]	2012/04/23	POSTPONEMENT		[illegible] PUCCINI MORTGAGE CORP	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR10[illegible] & YR15[illegible] TO YR1811419						
[illegible]	2012/04/23	POSTPONEMENT		DAFAUN MANAGEMENT LIMITED	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1279815 TO YR1811419						
YR1812187	2012/04/23	POSTPONEMENT		PUCCINI MORTGAGE CORP	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1254839 TO YR1811419						
YR1812188	2012/04/23	POSTPONEMENT		788241 ONTARIO LIMITED	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR138[illegible] TO YR1811419						
YR1812189	2012/04/23	POSTPONEMENT		53 PUCCINI MORTGAGE CORP	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1657654 TO YR1811419						
YR1812190	2012/04/23	POSTPONEMENT		HASTELL INVESTMENTS LIMITED	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1657655 & YR17[illegible] TO YR1811419						
[illegible]	2012/04/23	POSTPONEMENT		BANK OF MONTREAL	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR17[illegible] & YR1775[illegible] TO YR1811419						
65M4[illegible]	2012/07/20	PLAN SUBDIVISION				
[illegible]	2012/07/20	PLAN DOCUMENT		2148949 ONTARIO INC. 2147650 ONTARIO INC 2148990 ONTARIO INC		
[illegible]	2012/07/20	APL INH ORDER-LAND		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.

94

Ontario ServiceOntario

LAND REGISTRY OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03209-1450 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PREPARED FOR [illegible]
ON 2012/[illegible] AT [illegible]

PROPERTY DESCRIPTION: PT LT 2, PLAN M907, S/T EASE AS IN LR43681; TOWN OF RICHMOND HILL

PROPERTY REMARKS: REMNANT OF PIN 03209-[illegible]

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
CROWN PATENT

PIN CREATION DATE:
[illegible]

OWNERS' NAMES
2147650 ONTARIO INC

CAPACITY SHARE
BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2012/06/01 **						
SUBJECT TO THE ... DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY						
[illegible]	1969/12/18	PLAN REFERENCE				C
[illegible]	1969/[illegible]	TRANSFER EASEMENT				C
[illegible]	2007/05/1[illegible]	PLAN REFERENCE			THE CORPORATION OF THE TOWNSHIP OF KING	C
YR1043021	2007/10/01	TRANSFER	$[illegible],000	ALEXANDRIS, JOHN ALEXANDRIS, MARY	2147650 ONTARIO INC	C
YR104302[illegible]	2007/10/01	CHARGE	$[illegible],150,000	2147650 ONTARIO INC	ALEXANDRIS, JOHN ALEXANDRIS, MARY	C
YR1264[illegible]	2008/11/14	CHARGE	$2,600,000	2147650 ONTARIO INC.	PUCCINI MORTGAGE CORP	C
YR1273[illegible]	2009/01/05	CHARGE	$5,500,000	2147650 ONTARIO INC	DARAN MANAGEMENT LIMITED	C
YR1274[illegible]4	2009/01/07	POSTPONEMENT REMARKS: YR1264019 TO YR1273[illegible]		PUCCINI MORTGAGE CORP	DARANL MANAGEMENT LIMITED	C
[illegible]	2009/01/20	PLAN REFERENCE				C
[illegible]	2009/1[illegible]	CHARGE	$1,500,000	2147650 ONTARIO INC.	[illegible] ONTARIO LIMITED	C
[illegible]	2010/01/04	PLAN REFERENCE				C
[illegible]	2010/02/09	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** CON-DRAIN COMPANY (1983) LTD		C
[illegible]	2012/04/05	CERTIFICATE		*** 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.

95

Ontario ServiceOntario

LAND REGISTRY OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03206-3450 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PREPARED FOR Greenberg ON 2012/[illegible] AT [illegible]

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
REMARKS: ACTION RE YR1439547				CON-DRAIN COMPANY (1983) LTD.		
YR1548339	2010/10/15	TRANSFER OF CHARGE		ALEXANDRIS, JOHN ALEXANDRIS, MARY	53 PUCCINI MORTGAGE CORP	C
REMARKS: YR1063023						
YR1563167	2010/10/19	NOTICE	$1	2147650 ONTARIO INC	53 PUCCINI MORTGAGE CORP	C
REMARKS: YR1063023						
YR[illegible]	2011 [illegible]	CHARGE	$[illegible],000,000	2147650 ONTARIO INC	53 PUCCINI MORTGAGE CORP	C
YR1657552	2011/06/22	CHARGE	$[illegible],200,000	2147650 ONTARIO INC.	NASTELL INVESTMENTS LIMITED	C
65R[illegible]	2011/07/21	PLAN REFERENCE				C
YR1775122	2012/01/24	CHARGE	$10,000,000	2147650 ONTARIO INC	BANK OF MONTREAL	C
YR1775123	2012/01/24	NO ASSGN RENT GEN		2147650 ONTARIO INC	BANK OF MONTREAL	C
REMARKS: YR1775122						
YR[illegible]	2012/02/24	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** CON-DRAIN COMPANY (1983) LTD		
REMARKS: YR1439547						
YR1783181	2012/02/13	NOTICE	$2	NASTELL INVESTMENTS LIMITED	2147650 ONTARIO INC	C
REMARKS: YR1657552						
YR1808185	2012/04/04	RESTRICTION-LAND		2147650 ONTARIO INC. 2148993 ONTARIO INC 2148996 ONTARIO INC.		C
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 OF THE CAO OF THE CORPORATION OF THE TOWN OF RICHMOND HILL. PT 3, PL 65R33105						
YR1811419	2012/04/20	NO SUB AGREEMENT		THE CORPORATION OF THE TOWN OF RICHMOND HILL	2147650 ONTARIO INC 2148996 ONTARIO INC 2148993 ONTARIO INC	C
REMARKS: PT 3, PL 65R33105						
YR1812189	2012/04/23	POSTPONEMENT		53 PUCCINI MORTGAGE CORP.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1063023 & YR1563167 TO YR1811419						

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.

Ontario ServiceOntario

LAND
REGISTRY
OFFICE [illegible]

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

[illegible]-3450 LT

SUBJECT TO RESERVATIONS IN CROWN GRANT

PAGE [illegible] OF [illegible]
PREPARED FOR [illegible]
ON [illegible] AT [illegible]

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR[illegible]	2012/04/23	POSTPONEMENT REMARKS: YR17[illegible]15 TO YR1811419		DAPAUL MANAGEMENT LIMITED	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
YR[illegible]	2012/04/23	POSTPONEMENT REMARKS: YR1[illegible]9 TO YR1811419		PUCCINI MORTGAGE CORP.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
YR[illegible]	2012/04/23	POSTPONEMENT REMARKS: YR1[illegible]22 TO YR1811419		3[illegible]242 ONTARIO LIMITED	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
YR[illegible]	2012/04/23	POSTPONEMENT REMARKS: YR1657[illegible]4 TO YR1811419		53 PUCCINI MORTGAGE CORP.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
YR[illegible]	2012/04/23	POSTPONEMENT REMARKS: YR1657[illegible]55 & YR1783141 TO YR1811419		NASTELL INVESTMENTS LIMITED	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
YR[illegible]	2012/04/23	POSTPONEMENT REMARKS: YR177[illegible]52 & YR177[illegible] TO YR1811419		BANK OF MONTREAL	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
65M4[illegible]	2012/07/20	PLAN SUBDIVISION				
YR1857[illegible]	2012/07/20	PLAN DOCUMENT		2149993 ONTARIO INC. 2147650 ONTARIO INC. 2148970 ONTARIO INC.		
YR[illegible]	2012/07/20	APL ISR ORDER-LAND		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.

The applicant(s) hereby applies to the Land Registrar.

Properties

PIN	03206 - 3418 LT
Description	LOT 1, PLAN 65M4249 TOWN OF RICHMOND HILL
Address	RICHMOND HILL
PIN	03206 - 3423 LT
Description	LOT 6, PLAN 65M4249 SUBJECT TO AN EASEMENT IN GROSS OVER PT 8, 65R32917 AS IN YR1620851 TOWN OF RICHMOND HILL
Address	RICHMOND HILL
PIN	03206 - 3425 LT
Description	LOT 8, PLAN 65M4249; (2147681 ONTARIO INC. OWNS THAT PART LYING WITHIN THE LIMITS LT 4, PLN M807) (2148993 ONTARIO INC. OWNS THAT PART LYING WITHIN THE LIMITS LT 5, PLN M807) TOWN OF RICHMOND HILL
Address	RICHMOND HILL
PIN	03206 - 3426 LT
Description	LOT 9, PLAN 65M4249 TOWN OF RICHMOND HILL
Address	RICHMOND HILL
PIN	03206 - 3427 LT
Description	LOT 10, PLAN 65M4249 TOWN OF RICHMOND HILL
Address	RICHMOND HILL
PIN	03206 - 3428 LT
Description	LOT 11, PLAN 65M4249 TOWN OF RICHMOND HILL
Address	RICHMOND HILL
PIN	03206 - 3429 LT
Description	LOT 12, PLAN 65M4249; (2147650 ONTARIO INC. OWNS THAT PART LYING WITHIN THE LIMITS LT 3, PLN M807) (2147681 ONTARIO INC. OWNS THAT PART LYING WITHIN THE LIMITS LT 4, PLN M807) TOWN OF RICHMOND HILL
Address	RICHMOND HILL
PIN	03206 - 3430 LT
Description	LOT 13, PLAN 65M4249; (2147650 ONTARIO INC. OWNS THAT PART LYING WITHIN THE LIMITS LT 3, PLN M807) (2147681 ONTARO INC. OWNS THAT PART LYING WITHIN THE LIMITS LT 4, PLN M807) TOWN OF RICHMOND HILL
Address	RICHMOND HILL
PIN	03206 - 3431 LT
Description	LOT 14, PLAN 65M4249; (2147650 ONTARIO INC. OWNS THAT PART LYING WITHIN THE LIMITS LT 3, PLN M807) (2147681 ONTARIO INC OWNS THAT PART LYING WITHIN THE LIMITS LT 4, PLN M807) TOWN OF RICHMOND HILL
Address	RICHMOND HILL
PIN	03206 - 3432 LT
Description	LOT 15, PLAN 65M4249; (2147650 ONTARIO INC. OWNS THAT PART LYING WITHIN THE LIMITS OF LT 3, PLN M807) (2147681 ONTARIO INC OWNS THAT PART LYING WITHIN THE LIMITS OF LT 4, PLN M807) TOWN OF RICHMOND HILL
Address	RICHMOND HILL
PIN	03206 - 3433 LT
Description	LOT 16, PLAN 65M4249 TOWN OF RICHMOND HILL
Address	RICHMOND HILL
PIN	03206 - 3434 LT
Description	LOT 17, PLAN 65M4249 SUBJECT TO AN EASEMENT IN GROSS OVER PTS 5 & 9 65R32917 AS IN YR1620830 TOWN OF RICHMOND HILL
Address	RICHMOND HILL
PIN	03206 - 3435 LT
Description	LOT 18, PLAN 65M4249;(2147650 ONTARIO INC. OWNS THAT PART LYING WITHIN THE LIMITS LT 3, PLN M807) (2147681 ONTARIO INC OWNS THAT PART LYING WITHIN THE LIMITS LT 4, PLN M807) S/T EASEMENT LYING WITHIN THE LIMITS OF PT 8 65R32110, AS IN LB43081 TOWN OF RICHMOND HILL
Address	RICHMOND HILL

The applicant(s) hereby applies to the Land Registrar

Properties

PIN 03206 - 3436 LT
Description LOT 19, PLAN 65M4249 TOWN OF RICHMOND HILL
Address RICHMOND HILL

PIN 03206 - 3437 LT
Description LOT 20, PLAN 65M4249 TOWN OF RICHMOND HILL
Address RICHMOND HILL

PIN 03206 - 3438 LT
Description LOT 21, PLAN 65M4249; S/T EASEMENT LYING WITHIN THE LIMITS OF PTS 2 & 3, 65R32110 AS IN LB43081 TOWN OF RICHMOND HILL
Address RICHMOND HILL

Document to be Discharged

Registration No.	*Date*	*Type of Instrument*
YR1439547	2010 02 09	Construction Lien

Discharging Party(s)

The applicant applies to delete the selected lien and/or certificate of action.

Name CON-DRAIN COMPANY (1983) LTD.
Address for Service C/O KOSKIE MINSKY LLP
900-20 QUEEN STREET WEST
TORONTO, ONTARIO
M5H 3R3

I, NUNZIO BITONDO, A.S.O., have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Statements

The lien claimant, who is a party to the certificate of action, hereby consents to the release of the certificate of action registered as number YR1461947 registered on 2010/04/07 .

Schedule: THE APPLICANT DISCHARGES PART OF ITS RIGHTS UNDER THE SELECTED INSTRUMENTS YR1439547 AND YR1461947, IN RESPECT OF THE ABOVE-DESCRIBED LANDS ONLY. INSTRUMENTS NO. YR1439547 AND YR1461947 REMAIN IN FULL FORCE AND EFFECT AGAINST THE REMAINING LANDS THAT SUCH INSTRUMENTS ARE REGISTERED AGAINST.

The registration of this document is not prohibited by registration YR1536862.

Signed By

Jack Greenberg — 204-181 Eglinton Av. E., Toronto, M4P 1J4 — acting for Applicant(s) — Signed 2011 05 27

Tel 4164858833
Fax 4164853246

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

JACK GREENBERG LAW OFFICE — 204-181 Eglinton Av. E., Toronto, M4P 1J4 — 2011 05 27

Tel 4164858833
Fax 4164853246

Fees/Taxes/Payment

Statutory Registration Fee	$60.00
Total Paid	$60.00

LRO # 65 Discharge Of Construction Lien

The applicant(s) hereby applies to the Land Registrar.

Registered as YR1775346 on 2012 01 24 at 16:32

yyyy mm dd

Properties

PIN 03206 - 3408 LT
Description PT LT 2, PLN M807 ; S/T EASE AS IN LB43081; TOWN OF RICHMOND HILL
Address RICHMOND HILL

PIN 03206 - 3410 LT
Description LT 3, PLN M807 ; S/T LB43081; TOWN OF RICHMOND HILL
Address RICHMOND HILL

PIN 03206 - 3411 LT
Description PT LT 3 PLN M807; S/T EASE AS IN LB43081; TOWN OF RICHMOND HILL
Address RICHMOND HILL

PIN 03206 - 3450 LT
Description PT LT 2, PLN M807; S/T EASE AS IN LB43081; TOWN OF RICHMOND HILL
Address RICHMOND HILL

Document to be Discharged

Registration No.	*Date*	*Type of Instrument*
YR1439547	2010 02 09	Construction Lien

Discharging Party(s)

The applicant applies to delete the selected lien and/or certificate of action.

Name CON-DRAIN COMPANY (1983) LTD.
Address for Service c/o Koskie Minsky LLP
900 - 20 Queen St. W.
Toronto, ON M5H 3R3

I, NUNZIO BITONDO, CHIEF FINANCIAL OFFICER, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Document(s) to be Deleted

Registration No.	*Date*	*Type of Instrument*
YR1461947	2010/04/07	Certificate

Statements

The lien claimant releases the lien claimed in the claim for lien as in registration number YR1439547 registered on 2010/02/09 , and in respect to an improvement to the premises owned by 2147681 ONTARIO INC., 2147650 ONTARIO INC. and SILVER STREAMS HOMES INC. and described in the PIN(s) identified.

The lien claimant, who is a party to the certificate of action, hereby consents to the release of the certificate of action registered as number YR1461947 registered on 2010/04/07 .

There is no sheltering of another lien under Certificate of Action registered as number YR1461947 registered on 2010/04/07 .

Signed By

Jack Greenberg 204-181 Eglinton Av. E. Toronto M4P 1J4 acting for Applicant(s) Signed 2011 12 21

Tel 4164858833
Fax 4164853246

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

JACK GREENBERG LAW OFFICE 204-181 Eglinton Av. E. Toronto M4P 1J4 2012 01 24

Tel 4164858833
Fax 4164853246

Fees/Taxes/Payment

Statutory Registration Fee	$60.00
Total Paid	$60.00

File Number

Discharging Party Client File Number : 100376

102

TARION
PROTECTING ONTARIO'S NEW HOME BUYERS

Tarion Warranty Corporation
5160 Yonge Street, 12th Floor
Toronto, Ontario M2N 6L9
Toll-Free: 1-877-982-7466
www.tarion.com

November 19, 2013
By mail

Private and Confidential

PRIVATE & CONFIDENTIAL

Imran Jinnah
Silver Streams Homes Inc.
Box No. 30534, 10660 Yonge St.
RICHMOND HILL ON L4C 0C7

Dear Imran Jinnah:

Re: Credit Check Items
Reference Numbers: 34331 – Silver Streams Homes Inc.

Tarion Warranty Corporation (Tarion) has conducted a credit check that indicates the following Statement of Claim/Construction Liens are outstanding:

Plaintiff	Claim Amount	Particulars	Registration Number
BL Painting Co.	$116,000	Statement of Claim	SU116195-1
Pilbro III Inc.	$554,353	Construction Lien	YR2056986
Medi Group Incorporated	$521,675	Construction Lien	YR2057173
Pave Plumbing & Heating Inc.	$227,302	Construction Lien	YR2057677
Canadian Concrete Forming Limited	$216,201	Construction Lien	YR2057676
Gardell Flooring Ltd.	$94,922	Construction Lien	YR2057568
Foremont Drywall Inc., 1382479 Ontario Inc., 1382503 Ontario Inc., 2203579 Ontario Inc.	$434,577	Construction Lien	YR2057675
E. D. Carpenters Ltd.	$328,674	Construction Lien	YR2058240

This matter presents a concern to the Registrar of Tarion with respect to your financial position. Please provide a summary of your defense and/or the particulars regarding whether these Statement of Claim and Construction Liens have been satisfied by providing proof of resolution for the above items.

Please provide the necessary documentation by **December 3, 2013.** If you have any question, please contact me at (416) 229-3844, or Toll Free at 1-877-982-7466 Ext. 3326.

Yours sincerely,

Carmel V. Valencia, CMA
Underwriting Analyst
Licensing and Underwriting

TARION
PROTECTING ONTARIO'S NEW HOME BUYERS

Tarion Warranty Corporation
5160 Yonge Street, 12th Floor
Toronto, Ontario M2N 6L9
Toll-Free: 1-877-982-7466
www.tarion.com

November 25, 2013
By mail

Private and Confidential

PRIVATE & CONFIDENTIAL

Imran Jinnah
Silver Streams Homes Inc.
Box No. 30534, 10660 Yonge St.
RICHMOND HILL ON L4C 0C7

Dear Imran Jinnah:

Re: **Credit Check Items**
Reference Numbers: **34331 – Silver Streams Homes Inc.**
40565 – 2148991 Ontario Inc.

Tarion Warranty Corporation (Tarion) has conducted a credit check that indicates the following Construction Liens are outstanding:

Plaintiff	Claim Amount	Particulars	Registration Number
1865721 Ontario Inc.	$91,518	Construction Lien	YR2059379
Solo Electric Ltd.	$186,364	Construction Lien	YR2058688
Renova Recycling (2000) Inc.	$29,392	Construction Lien	YR2060384

This matter presents a concern to the Registrar of Tarion with respect to your financial position. **Please provide a summary of your defense and/or the particulars regarding whether these Construction Liens have been satisfied by providing proof of resolution for the above items.**

Please provide the necessary documentation by **December 9, 2013.** If you have any question, please contact me at (416) 229-3844, or Toll Free at 1-877-982-7466 Ext. 3326.

Yours sincerely,

Carmel V. Valencia, CMA
Underwriting Analyst
Licensing and Underwriting

104

TARION
PROTECTING ONTARIO'S NEW HOME BUYERS

Tarion Warranty Corporation
5160 Yonge Street, 12th Floor
Toronto, Ontario M2N 6L9
Toll-Free. 1-877-982-7466
www.tarion.com

November 25, 2013
By mail

Private and Confidential

PRIVATE &
CONFIDENTIA

Imran Jinnah
Silver Streams Homes
Box No. 30534, 10660 Yonge St.
RICHMOND HILL ON L4C 0C7

Dear Imran Jinnah:

Re: **Credit Check Items**
Reference Numbers:
40559 – 2147650 Ontario Inc.
40568 – 2148990 Ontario Inc.
40569 – 2148993 Ontario Inc.
40570 – 2147681 Ontario Inc.

Tarion Warranty Corporation (Tarion) has conducted a credit check that indicates the following Statement of Claim / Construction Liens are outstanding:

Plaintiff	Claim Amount	Particulars	Registration Number
1865721 Ontario Inc.	$91,518	Construction Lien	YR2059379
Solo Electric Ltd.	$186,364	Construction Lien	YR2058688
Renova Recycling (2000) Inc.	$29,392	Construction Lien	YR2060384
Con-Drain Co (1983) Ltd.	$94,836	Statement of Claim	SU116355-1

This matter presents a concern to the Registrar of Tarion with respect to your financial position. **Please provide a summary of your defense and/or the particulars regarding whether these Statement of Claim and Construction Liens have been satisfied by providing proof of resolution for the above items.**

Please provide the necessary documentation by **December 9, 2013**. If you have any question, please contact me at (416) 229-3844, or Toll Free at 1-877-982-7466 Ext. 3326.

Yours sincerely,

Carmel V. Valencia, CMA
Underwriting Analyst
Licensing and Underwriting

105

Jack Greenberg

From: Imran Jinnah <imranjinnah@hotmail.com>
Sent: Tuesday, January 07, 2014 2:32 PM
To: Stephen Schwartz; Jack Greenberg; Asma Jinnah
Subject: FW: Silver Stream Homes - Credit Check Items

Hi Stephen

Please contact Carmel at Tarion and Update her on what is going on.

Thanks & Regards

Imran

From: carmel.valencia@TARION.COM
To: imranjinnah@hotmail.com
Subject: Silver Stream Homes - Credit Check Items
Date: Mon, 6 Jan 2014 20:19:29 +0000

Hi Imran,

I would like to follow up on the status on the above subject. From our last phone conversation, you said that you would speak to your lawyer. To date, we have not heard from you . Please advise.
Sincerely,

CARMEL V. VALENCIA, CMA
UNDERWRITING ANALYST | (416) 229-3844 Ext. 3326 | carmel.valencia@Tarion.com
TARION WARRANTY CORPORATION | 5160 Yonge Street, 12th Floor | Toronto, ON M2N6L9
1.877.9TARION | TARION.COM | facebook/TarionWarrantyCorp | youtube/TarionWarranty

Jack Greenberg

From:	Stephen Schwartz <Stephen@chaitons.com>
Sent:	Tuesday, January 07, 2014 5:31 PM
To:	'carmel.valencia@TARION.COM'
Cc:	'Imran Jinnah'; Asma Jinnah; Harvey G. Chaiton; Maya Poliak; Jack Greenberg
Subject:	Silver Streams
Attachments:	DOCS-#2893031-v1-Silver_Streams__Initial_Order_dated_December_17__2013.PDF

Ms. Valencia,

We are counsel to Silver Streams Homes and Imran Jinnah. Our clients have asked us to report to you on their status. On December 17, 2013 our clients commenced a court proceeding under the CCAA. Mr. Justice Newbould granted an Initial Order. A copy of the Order is attached.

Our clients are proceeding to complete the construction and sale of the remaining 10 homes in Phases II and III of the Puccini Project. One of the 10 homes recently closed. A second home is scheduled to close on January 17, 2014. In addition, Silver Streams continues to perform ongoing warranty and reconciliation work as required.

We trust the above is satisfactory. Please let me know if you have any further questions.

Thank you.

Stephen Schwartz
Partner
Direct Tel: 416.218.1132
Direct Fax: 416.218.1832
Stephen@chaitons.com

5000 Yonge Street, 10th Floor, Toronto, Canada, M2N 7E9
www.chaitons.com

Chaitons

23/1/14 107

MTG c
TAMON

→ send Cash Flow —

→ Renewal — need to have mtg before submit to update situation. → Cancel

— Atl: - are looking after Ps? → ø expected/filed
- Negotiant o/B ✓ on APS.

- if ∃ gc making diff. → send them info.

Jack Greenberg

From: Carmel Valencia <carmel.valencia@TARION.COM>
Sent: Tuesday, February 25, 2014 12:54 PM
To: Jack Greenberg
Cc: 'imranjinnah@hotmail.com'
Subject: RE: Silver Streams Homes

Hi Jack,

Thank you for your response.

I have reviewed the security that we currently hold. As of today, we have a total blanket security of $1,240,000 covering the registrations of Silver Streams Homes Inc, 2147650 Ontario Inc, 2148991 Ontario Inc, Whitby Mews Developments Inc, 2148990 Ontario Inc, 2148993 Ontario Inc, 2147681 Ontario Inc and D & I Developments Inc. A blanket security is not specific to a home, it covers all units that are within the warranty period including new homes to build that have been allowed. This blanket security is not also specific to a registrant. Our Conditions of Registration letter mentioned about what blanket security covers and the registrants covered.

As of now, there are 51 units within the two-year warranty and there are 76 units that 2148991 Ontario Inc, Whitby Mews Developments Inc, 2148990 Ontario Inc, 2148993 Ontario Inc, 2147681 Ontario Inc are allowed to build. It seems that the amount that we hold can cover 124 units versus total of 127 units (51 plus 76).

When we consider a partial release of blanket security, we look at the after sales service issues, active claim forms, financial position and other issues that may result to future claims such as deposit.

Last Friday, I called Imran to inform him that our Enforcement Group received a call from a lawyer representing a purchaser who submitted deposit for a project in 76 Rossini Drive. The project in Rossini Drive is under the registration of 2148991 Ontario Inc, registered and allowed to build 48 units (part of the 76 units allowed to build and covered by the blanket security). When we start getting this type of call, we normally ask the builder what is going on and at the same time we hold on to security because we may receive more calls and claim forms and we don't have any idea of the amount of exposure we have as we lack estimate as to the amounts involved.

Imran said both parties are working on this claim deposit.

Based on the above, we are not in a position to release any amount at this time because of the number of units within the two-year warranty and the potential claim(s) for deposit. We will review again the security requirement when we conduct our risk assessments for the renewal of registrations. If you have any question, please feel free to call or email.

Sincerely,

CARMEL V. VALENCIA, CMA
UNDERWRITING ANALYST | (416) 229-3844 Ext. 3326 | carmel.valencia@Tarion.com
TARION WARRANTY CORPORATION | 5160 Yonge Street, 12th Floor | Toronto, ON M2N6L9
1.877.9TARION | TARION.COM | facebook/TarionWarrantyCorp | youtube/TarionWarranty

From: Jack Greenberg [mailto:jack@greenberglawyers.ca]
Sent: February-21-14 5:49 PM
To: Carmel Valencia
Cc: Imran Jinnah
Subject: RE: Silver Streams Homes

Hi Carmel. Thanks for the e-mail and I have now been able to look through my materials and wanted to advise as follows:

1) in the package I gave you at our meeting, I provided copies of the property parcel registers confirming that the Construction Lien to which you referred as Instrument Number YR 1439547 for $930,120 was in fact discharged from title to the lands. However, the number you refer to as SU 98879-10 is not a registration number ... it is the number given when a Statement of Claim is issued. The number you have is in fact incorrect as it is really CV 98879-10 which related to the above Construction Lien and was satisfied when the lien was discharged from the title. That would explain why nothing further has happened on that Claim.

2) In your e-mail you suggested that the material I gave you related to another Construction Lien registered as Number YR 1439557 (which was also previously discharged) but if you look at my material, you will see that that is not correct. My materials relate to the correct lien #YR 1439547.

3) Only recently (in August 2013) Con-Drain made a new claim for $94,836.71, filed a lien and issued a Statement of Claim on October 3, 2013 under Number CV-13-116355-00 (which is the correct number for the item you referred to as SU 116355-1 - which is an incorrect number). In any event, this Claim is being disputed and is included in the CCAA proceedings so it is stayed as well. I have enclosed a copy of this Statement of Claim for your use so you can confirm my comments. Obviously, this did not exist when Tarion wrote its letter concerning the renewal terms.

Accordingly, I believe my client has satisfied your issues and the $200,000 security should be released for the first 20 homes.
Please confirm that this will be done as soon as possible as this matter goes back to October 2013.

Regards

Jack Greenberg

Law Offices of Jack Greenberg
Barristers & Solicitors
Suite 204
181 Eglinton Ave East
Toronto, Ontario
M4P 1J4

TEL: 416-485-8833
FAX: 416-485-3246
E-MAIL: jackgreenberg@greenberglawyers.ca

From: Carmel Valencia [mailto:carmel.valencia@TARION.COM]
Sent: Wednesday, February 19, 2014 11:02 AM
To: Jack Greenberg
Subject: FW: Silver Streams Homes

Hi Jack,

110

Thank you for your call. Please see below the email I sent Imran in regard to case with registration number SU98879-10 (Statement of Claim) for $930,120, as indicated in our terms and condition letter. The documents you gave us referred to case #YR1439557 (Construction Lien) for $998,098 and we had information that this case was discharged when we prepared the terms and condition letter. Kindly advise.

Sincerely,

CARMEL V. VALENCIA, CMA
UNDERWRITING ANALYST | (416) 229-3844 Ext. 3326 | carmel.valencia@Tarion.com
TARION WARRANTY CORPORATION | 5160 Yonge Street, 12th Floor | Toronto, ON M2N6L9
1.877.9TARION | TARION.COM | facebook/TarionWarrantyCorp | youtube/TarionWarranty

From: Carmel Valencia
Sent: January-30-14 9:18 AM
To: 'Imran Jinnah'
Subject: RE: Silver Streams Homes

Good morning Imran,

May I follow up on the status of case SU98879-10 (statement of claim) please?

I am just waiting for additional information from Suhail about dates of possession and once I have all the information, I would like to finalize the review on the security.

Sincerely,

CARMEL V. VALENCIA, CMA
UNDERWRITING ANALYST | (416) 229-3844 Ext. 3326 | carmel.valencia@Tarion.com
TARION WARRANTY CORPORATION | 5160 Yonge Street, 12th Floor | Toronto, ON M2N6L9
1.877.9TARION | TARION.COM | facebook/TarionWarrantyCorp | youtube/TarionWarranty

From: Imran Jinnah [mailto:imranjinnah@hotmail.com]
Sent: January-27-14 8:40 AM
To: Carmel Valencia; Tasneem Ahmer
Subject: RE: Silver Streams Homes

111

Hi Carmel

Please call Tasneem at 289-234-0514

She will be able to help you with the information.

Regards

Imran

From: carmel.valencia@TARION.COM
To: imranjinnah@hotmail.com
Subject: Silver Streams Homes
Date: Fri, 24 Jan 2014 18:43:13 +0000

Hi Imran,

I am reviewing the security as well as the enrolled homes. I need to verify the status of some unclosed homes under different companies. Please let me know when is the best time to call or who should I speak to in your office if you are not available.

Also, in regard to the Condition #9 of the terms and condition letter of July 31, 2013 that we issued, it seems that the case referred to has a registration no. SU98879-10 which is a Statement of Claim for $930,120. I went through the documents that Jack Greenberg gave us but they were for a case with registration number 1439557 (a Construction Lien case) and we have information that it was discharged. Kindly let us know the status of case number SU98879-10.

Please feel free to call or email anytime.

Sincerely,
CARMEL V. VALENCIA, CMA
UNDERWRITING ANALYST | (416) 229-3844 Ext. 3326 | carmel.valencia@Tarion.com
TARION WARRANTY CORPORATION | 5160 Yonge Street, 12th Floor | Toronto, ON M2N6L9
1.877.9TARION | TARION.COM | facebook/TarionWarrantyCorp | youtube/TarionWarranty

Jack Greenberg

From:	Jack Greenberg
Sent:	Tuesday, June 24, 2014 12:13 PM
To:	'Trudy Napoleone'; Imran Jinnah; Asma Jinnah
Cc:	Leslie Danaskos; Adil Darr; Stephen Schwartz; Irene Swain
Subject:	RE: B43751 - Silver Streams Homes (Puccini) Inc. - After Sales & Service
Attachments:	tarion deposit list.pdf

Please see attached deposit list with amounts and named purchasers.

Regards

Jack Greenberg

Law Offices of Jack Greenberg
Barristers & Solicitors
Suite 204
181 Eglinton Ave East
Toronto, Ontario
M4P 1J4

TEL: 416-485-8833
FAX: 416-485-3246
E-MAIL: jackgreenberg@greenberglawyers.ca

From: Trudy Napoleone [mailto:Trudy.Napoleone@TARION.COM]
Sent: Tuesday, June 24, 2014 11:43 AM
To: Imran Jinnah; Asma Jinnah; Jack Greenberg
Cc: Leslie Danaskos; Adil Darr; Stephen Schwartz; Irene Swain
Subject: RE: B43751 - Silver Streams Homes (Puccini) Inc. - After Sales & Service

Good afternoon Imran, just one more question for you.

Has the land been sold for Silver Stream Homes (Puccini) Inc. Please confirm as I thought you advised in our meeting that this transaction was going to take place soon.

Trudy

From: Trudy Napoleone
Sent: June-23-14 2:06 PM
To: 'Imran Jinnah'; Asma Jinnah; Jack Greenberg
Cc: Leslie Danaskos; Adil Darr; Stephen Schwartz
Subject: RE: B43751 - Silver Streams Homes (Puccini) Inc. - After Sales & Service

Good afternoon Imran, I have not received the list from you with regards to the deposits....this is an urgent request as we need to refund deposits to your purchasers....

Thanks

Trudy

From: Imran Jinnah [mailto:imranjinnah@hotmail.com]
Sent: June-11-14 10:54 AM
To: Trudy Napoleone; Asma Jinnah; Jack Greenberg
Cc: Leslie Danaskos; Adil Darr; Stephen Schwartz
Subject: RE: B43751 - Silver Streams Homes (Puccini) Inc. - After Sales & Service

Hi Trudy

We have the list ready for Deposit Claims which is under review by Jack. Hopefully you will have it shortly.

Regarding after sales service, we are seeking clarifications for the homes being sold or will be sold under CCAA. There is money to provide after sales service for the last 10 homes.

Regards

Imran

From: Trudy.Napoleone@TARION.COM
To: imranjinnah@hotmail.com; asmajinnah@hotmail.com; jack@greenberglawyers.ca
CC: Leslie.Danaskos@TARION.COM; Adil.Darr@TARION.COM
Subject: RE: B43751 - Silver Streams Homes (Puccini) Inc. - After Sales & Service
Date: Wed, 11 Jun 2014 13:21:23 +0000

Good morning Imran,

This is a reminder that as of today's date I still have not received the list of homes relating to deposit claims.

I have also not received email responses from you with regards to the unwilling and unable investigations.

It is urgent that you respond to me immediately so that I can proceed with inspections and refund deposits if valid.

Thanks

Trudy

From: Imran Jinnah [mailto:imranjinnah@hotmail.com]
Sent: June-09-14 10:34 AM
To: Trudy Napoleone; Asma Jinnah; Jack Greenberg
Cc: Leslie Danaskos
Subject: RE: B43751 - Silver Streams Homes (Puccini) Inc. - After Sales & Service

will do

From: Trudy.Napoleone@TARION.COM
To: imranjinnah@hotmail.com; asmajinnah@hotmail.com; jack@greenberglawyers.ca
CC: Leslie.Danaskos@TARION.COM

Subject: RE: B43751 - Silver Streams Homes (Puccini) Inc. - After Sales & Service
Date: Mon, 9 Jun 2014 14:33:43 +0000
Thank you Imran,

Can you also respond to all of the other emails that Leslie sent to you. Please indicate that you are not able to provide service to your homeowners so that we can proceed with inspections.

Thanks

From: Imran Jinnah [mailto:imranjinnah@hotmail.com]
Sent: June-09-14 10:24 AM
To: Trudy Napoleone; Asma Jinnah; Jack Greenberg
Cc: Leslie Danaskos
Subject: RE: B43751 - Silver Streams Homes (Puccini) Inc. - After Sales & Service

Hi Trudy

We are working on the exact amount for the deposits which you will have today.

Regards

Imran

From: Trudy.Napoleone@TARION.COM
To: imranjinnah@hotmail.com
CC: Leslie.Danaskos@TARION.COM
Subject: RE: B43751 - Silver Streams Homes (Puccini) Inc. - After Sales & Service
Date: Mon, 9 Jun 2014 14:20:41 +0000
Hi Imran, as per our discussion last week, please confirm in writing to us that you are not able to transfer title or return the deposits to your purchasers for this subdivision.

You were also going to provide Tarion the list of purchasers and the amount of each deposit. I think you advised that you had about 30 purchasers and the deposit for each one was no more than $30,000.00 each.

Thanks

Trudy

From: Leslie Danaskos
Sent: June-09-14 10:02 AM
To: asmajinnah@hotmail.com; imranjinnah@hotmail.com
Subject: B43751 - Silver Streams Homes (Puccini) Inc. - After Sales & Service

Good Day Silver Streams Homes (Puccini) Inc.;

Please refer to the letter attached.

Tarion is currently investigating whether Silver Streams Homes (Puccini) Inc. is willing and able to provide warranty service and meet its obligations under the *Ontario New Home Warranties Plan Act.*

If Tarion determines that Silver Streams Homes (Puccini) Inc. is unwilling and/or unable to meet its warranty obligations:

115

- A homeowner who makes a warranty claim to Tarion will not be required to wait for Silver Streams Homes (Puccini) Inc. to resolve the claim and may request a Tarion conciliation immediately after making the claim.
- Tarion may proceed to resolve the claim directly with the homeowner without giving Silver Streams Homes (Puccini) Inc. an opportunity to do so.
- If a claim is warranted at the conciliation, the conciliation will be chargeable against Silver Streams Homes (Puccini) Inc. If the conciliation results in Tarion paying compensation or carrying out repairs, Tarion will require full indemnification from Silver Streams Homes (Puccini) Inc. and its guarantors.

If you have information that you would like Tarion to consider as part of its investigation, please provide it to the undersigned within 2 days of the date of this letter.

Regards,

LESLIE DANASKOS
SENIOR WARRANTY SERVICE COORDINATOR
Phone: (877) 982-7466 Ext. 7103
Toll Free: 1.877.982.7466
leslie.danaskos@tarion.com

TARION WARRANTY CORPORATION
5160 Yonge Street, 12th Floor
Toronto, Ontario M2N 6L9
www.tarion.com
FIND US ON:

116

Puccini Phase 3 Towns/Semis

	Unit No.	Type	Model	Size (s.f.)	Status	Price	Deposits Received	Deposits Due	Deposits Total	Purchaser's Name
Block 1	1	Town	Lyric	2,617	Sold	$ 510,296	$ 20,000			Aleema Khanum
Block 1	2	Town	Opus	2,697		$ 498,908				
Block 1	3	Town	Opus	2,697	Sold	$ 498,908	$ 20,000			
Block 1	4	Town	Opus	2,697		$ 525,915				Bushra Halepota
Block 2	5	Town	Melody	2,670		$ 520,728				
Block 2	6	Town	Melody	2,670		$ 494,024				
Block 2	7	Town	Melody	2,670		$ 494,024				
Block 2	8	Town	Melody	2,670		$ 494,024				
Block 2	9	Town	Lyric	2,617	sold	$ 510,000	$ 30,000			
Block 3	10	Town	Sonnet	2,207	sold	$ 487,300	$ 30,000			June Cho/ Thomas Yu
Block 3	11	Town	Opus	2,029	Sold	$ 485,000	$ 40,000			Nasira Jamal
Block 3	12	Town	Opus	2,029		$ 459,225				Henry/ Judy Wadowski & Luis Flores
Block 3	13	Town	Opus	2,029		$ 459,225				
Block 3	14	Town	Opus	2,029		$ 459,225				
Block 4	15	Town	Melody	2,014	Sold	$ 445,000	$ 30,000			
Block 4	16	Town	Melody	2,014						Basil Fernandez
Block 4	17	Town	Melody	2,014		$ 445,625				
Block 4	18	Town	Melody	2,014	Sold	$ 445,625				
Block 4	19	Town	Lyric	1,959	Sold	$ 435,000	$ 15,000			
Block 5	20	Town	Diva	1,881	Sold	$ 428,030	$ 22,000			Maryam Kangavay
Block 5	21	Town	Rhythm	1,650	Sold	$ 404,000	$ 30,000			Mahboobay Kangavay
Block 5	22	Town	Rhythm	1,650	Sold	$ 404,000	$ 30,000			Rauf Alaskrov/ Narmina Baharav
Block 5	23	Town	Rhythm	1,650	Sold	$ 404,000	$ 30,000			Rauf Alaskrov/ Narmina Baharav
Block 5	24	Town	Rhythm	1,650	Sold	$ 404,000	$ 30,000			Ruslan Kulibaba/ Olga Kulibaba
Block 5	25	Town	Rhythm	1,650	Sold	$ 420,000	$ 30,000			Ruslan Kulibaba/ Ulviya Alaskarova
Semi	26	Semi	Ballad 1A	1,998		$ 499,500				Mohammed Mohkami
Semi	27	Semi	Ballad 1B	2,007	Sold	$ 550,000	$ 40,000			
Semi	28	Semi	Ballad 1A	1,998		$ 499,500				Taras K iseiik
Semi	29	Semi	Ballad 1B	2,007	sold	$ 510,000	$ 35,000			
Semi	30	Semi	Ballad 1A	1,998	Sold	$ 600,000	$ 30,000			Amira Nmvar
Semi	31	Semi	Ballad 1B	2,007	sold	$ 501,000	$ 15,000			Haleh Paydar
Semi	32	Semi	Ballad 1A	1,998	sold	$ 600,000	$ 30,000			Sylvia Nwanzee
Semi	33	Semi	Ballad 1B	2,007	Sold	$ 505,000	$ 40,000			Iraj Lajmiri
Block 6	34	Town	Opera	1,638	Sold	$ 384,930	$ 40,000			Batoul Manuchehri/ Kazem Arai
Block 6	35	Town	Mandolin	1,599	Sold	$ 420,000	$ 30,000			Joseph Manzo/ Rebecca Milton
Block 6	36	Town	Mandolin	1,599		$ 375,765				Jerry Thomas/ Patrick Byme
Block 6	37	Town	Harmonica	1,554		$ 382,960				
Block 6	38	Town	Harmonica	1,554		$ 372,960				
Block 6	39	Town	Mandolin	2,368		$ 520,960				
Block 6	40	Town	Mandolin	2,368		$ 520,960				
Block 6	41	Town	Opera	2,450	Sold	$ 520,728	$ 20,000			
Block 7	42	Town	Opera	2,450	Sold	$ 455,500	$ 25,000			Naushad Noorani
Block 7	43	Town	Mandolin	2,368	Sold	$ 565,000	$ 40,000			Altilo Peterfi/ Elena Peterfi
Block 7	44	Town	Mandolin	2,368	Sold	$ 449,920	$ 20,000		paid out	Elliot Silverstein / Bonnie Sobel
Block 7	45	Town	Harmonica	1,693	Sold	$ 397,855	$ 8,500			Mohammed Nasser/ Zohra Nasser
										Ali Reza Nasser/ Zahra Sdak

117

Block 7	46	Town	Mandolin	1,796	Sold	$ 422,060	$ 20,000			Mahboobay Kangavay
Block 7	47	Town	Mandolin	1,796	Sold	$ 431,000	$ 40,000			Daniel Rosatti/ Cassandra Marie
Block 7	48	Town	Opera	1,790	Sold	$ 420,650	$ 30,000			Hamid Raza Nahini
					27		$ 820,500			

TARION

PROTECTING ONTARIO'S NEW HOME BUYERS

118

Customer Centre
5150 Yonge Street, Concourse Level
. Toronto, Ontario M2N 6L8
Toll-Free: 1-877-982-7466
Toll-Free Fax: 1-800-245-5332
www.tarion.com

July 4, 2014

Attn: Imran Jinnah
Silver Streams Homes
Box No. 30534, 10660 Yonge St.
RICHMOND HILL, ON
L4C 0C7

Dear Imran:

Re: Silver Streams Homes – Security Held

At our meeting on June 4th at Tarion's Head Office, you indicated a desire to maintain your Tarion registration in good standing, in order to complete the sales of remaining homes under the Silver Streams Homes umbrella.

In addition, we discussed the issue of Silver Streams Homes (Puccini) Inc. entering into agreements of purchase and sale for homes without first being registered with Tarion, which you indicated was an oversight on your part.

In connection with the foregoing, we require your confirmation that the cash security currently held by Tarion may be used by Tarion to satisfy any claims made against Silver Streams Homes (Puccini) Inc. Please provide that confirmation by reply.

Tarion will also require amendments to the following letters of credit to reflect Silver Streams Homes (Puccini) Inc. as a registrant. The letters of credit that require amendment are as follows:

BMTO365621OS	$250,000.00
BMTO313560OS	$400,000.00
BMTO241737OS	$270,000.00

Would you please provide your undertaking to request the required amendments from the bank as soon as possible.

If you have any questions, please contact myself at (416) 229-3802 or toll free at 1-877-982-7466, ext. 3802, or at adil.darr@tarion.com.

Sincerely,

adil darr

Adil Darr, CA
Director, Underwriting
Tarion Warranty Corporation

TARION

PROTECTING ONTARIO'S NEW HOME BUYERS

119

Customer Centre
5150 Yonge Street, Concourse Level
Toronto, Ontario M2N 6L8

Toll-Free: 1-877-982-7466
Toll-Free Fax: 1-800-245-5332
www.tarion.com

July 21, 2014

Attn: Imran Jinnah
Silver Streams Homes
Box No. 30534, 10660 Yonge St.
RICHMOND HILL, ON
L4C 0C7

Dear Imran:

Re: Silver Streams Homes – Security Held

We require a response to our letter of July 4, 2014, a copy of which is attached for ease of reference.

We require your response by July 28, 2014, failing which we will be forced to take alternate steps.

If you, or your legal counsel, wish to discuss this with me or Tarion's counsel, please so indicate and we will make the necessary arrangements. We look forward to your immediate response.

If you have any questions, please contact myself at (416) 229-3802 or toll free at 1-877-982 7466, ext. 3802, or at adil.darr@tarion.com.

Sincerely,

adil

Adil Darr, CA
Director, Underwriting
Tarion Warranty Corporation

120

000086

DAPAUL MANAGEMENT LIMITED
SUITE 204, 181 EGLINTON AVENUE EAST
TORONTO, ONTARIO
M4P 1J4

EXHIBIT No. 10
EXAMINATION OF Jack Greenberg
ARGO/NEWMAR vs SILVERSTREAMS et al
DATE May 22, 2015
NETWORK REPORTING

August 29, 2008

Imran Jinnah and related companies
103 Naughton Drive
Richmond Hill, Ontario

Dear Imran:

REVISED

RE: Second/Third Mortgage Re-financing and Equity Loan in connection with 53, 56-58-60-62-64-66-68-70 Puccini Drive, Richmond Hill, Ontario (the "Project")

Dapaul Management Limited in Trust (hereinafter the "Lender") is pleased to provide, subject to the terms hereof, the following Commitment Letter with respect to the above financing.

BORROWERS:

2147681 Ontario Inc.
2147650 Ontario Inc.
2148991 Ontario Inc.
Symphony Series Co-Tenancy Inc.

GUARANTORS

2148990 Ontario Inc.
2148993 Ontario Inc.
2139084 Ontario Inc.
Imran Jinnah
Silver Streams Homes Inc.

PROJECT: 53-56-58-60-62- 64-66-68-70 Puccini Drive, Richmond Hill

PURPOSE: Re-Financing existing debt and to provide operating capital

LOAN TYPE: Second/Third Mortgage(s) as described herein (hereinafter the "Loan").

LOAN AMOUNT: It is understood and agreed that the Loan shall be no more than $2,600,000.00.

TERM: 24 months – Open on 30 days notice or one (1) month bonus interest provided the Lender has received or the Borrowers have paid at least 12 months' worth of interest.

Guarantors' Initials JM JM JM JM JM
Imran Jinnah for all

Borrowers' Initials JM
Imran Jinnah for all

RATE AND REPAYMENT:

Nominal Seventeen (17 %) percent per annum calculated monthly not in advance payable interest only monthly by post-dated cheques based upon a rate of 13 % per annum with the balance of 4 % per annum deferred until repayment of principal in whole or in part.

REPAYMENT:

The full amount of Loan plus any costs, charges, fees, interest or accrued or unpaid commitment fee, is to be repaid immediately upon the expiry of the term of the Loan. The Loan is open for repayment, in whole or part, except as noted herein, at any time, subject to payment of all costs, principal, charges, fees, accrued or outstanding, and provided at least one year's interest has been paid under the Loan.

COMMITMENT EXPIRY:

If the Commitment is not proceeded with by the Borrower or should the Borrower fail or refuse to sign the mortgage documentation or to qualify for an advance or to accept an initial advance or to carry out any of the obligations hereunder by November 30, 2008, this Commitment will be deemed cancelled and the Commitment Fee and all other fees paid shall be retained by the Lender as liquidated damages and not as penalty or if unpaid, then same shall be immediately due and payable to the Lender.

ADVANCES:

1. the first advance shall be $700,000.00 to obtain a transfer of the existing mortgage of $1,000,000 on 64 Puccini and pay part of the costs hereunder.. The second advance of $900,000.00 shall take place on or before November 30, 2008 and be used to pay the balance of the costs, provide 6 month interest reserves for this total loan and on the loan dealing with the amendment and extension of the first mortgage on 56-58 Puccini Drive and the balance is to be used exclusively for operating and development costs related to the Project. Interest is payable on $1,600,000 from September 8, 2008 when all funds for this initial $1,600,000 advance were with Jack Greenberg in trust. An interim advance of $778,000 was made on September 8, 2008 against an assignment of the mortgage on 64 Puccini which shall be discharged and replaced with the security herein; and

Guarantors' Initials JA JA JM JM JA
Imran Jinnah for all

Borrowers' Initials JA
Imran Jinnah for all

2. the third advance of $1,000,000.00 two (2) business days after the Borrowers' Engineer has certified in writing that the servicing for the entire Project has been completed or, if Bank of Montreal completes its financing on Phase I and is paying $1,000,000 for servicing, then this third advance shall take place contemporaneously with the Bank of Montreal financing . Interest shall commence on same when the funds have been placed with the Lender's solicitor on October 29, 2008 and the Borrower shall receive credit for any interest earned on same while in the Lender's solicitor's trust account.

SECURITY:

A) A Second mortgage on 64 Puccini Drive subject to a blanket first mortgage of no more than $7,603,000 to Carevest Capital Inc. on the entire Project and a third mortgage on 66 and part of 68 Puccini Drive subject to a vendor take back first mortgage of **$1,150,000.00 and** the aforesaid blanket mortgage of no more than $7,603,000 to Carevest Capital Inc.. Lender will postpone to replacement of this aggregate financing which includes additional financing for construction.

B) A Third mortgage over 68-70 Puccini Drive behind a VTB first mortgage not to exceed $2,500,000.00 at 6% interest per annum for a 2 year term which will subordinate to the Lender upon completion of the site servicing and the aforesaid blanket mortgage of no more than $7,603,000 to Carevest Capital Inc;

C) A second mortgage over 53A Puccini Drive subject to a first mortgage of no more than $825,000;

D) A Pledge (on the terms set out in the pledge agreement attached hereto) of the shares of 2148990 Ontario Inc. and 2148993 Ontario Inc. (collectively "Symphony") together with the acknowledgement of the beneficiaries of its trust and its shareholders that, if there is default under the Loan and the pledge is to be realized upon by the Lender, they release Symphony from its trust and assign all interest thereunder to the Lender or as it may direct. If after closing, the Bank of Montreal permits registration of a second mortgage on the terms set out herein, upon registration of same, the pledge will be released;

E) Secondary General Security Agreements from the Borrowers;

F) Guarantee, postponement of claim and General Security Agreement of the Guarantor(s);

G) Secondary Assignment of all accepted agreements of purchase and sale in the Project and all purchasers' deposits and all Borrower's rights under these agreements and a secondary assignment of the net proceeds of sale of all closed transactions after payment to any prior mortgages on such lot(s);

Guarantors' Initials: JMJ JMJ JMJ JMJ JMJ
Imran Jinnah for all

Borrowers' Initials: JMJ
Imran Jinnah for all

H) Secondary Assignment of the release of proceeds for the municipal letters of credit securing the subdivision agreement;
I) Assignment of key man life insurance on the life of Imran Jinnah in an amount of not less than $5,000,000.00;
J) Secondary Assignment of all insurance policies, contracts, development plan and specifications, management agreement, building and development permits; development bonds;
K) Irrevocable letters of authorization to all mortgagees, consultants and contractors involved in the Project to copy the Lender with all correspondence and to release any and all information as requested by the Lender and to be notified of any default under their respective securities;

L) The agreement of the Borrowers and Guarantors that any default under any other security, whether in priority to or subordinate to the Loan, shall be deemed to be a default under the Loan.
M) Such other security as deemed necessary or desirable by our solicitor.

CONDITIONS: Conditions precedent for the disbursement of funds are the receipt and approval of the following:

1. Satisfactory evidence of zoning and draft plan approval for 116 lots, with confirmation of sewer and water allocations for 116 lots upon completion of the subdivision servicing and plan registration.. Evidence that the Town of Richmond Hill has agreed to contribute $800,000 to servicing costs and the balance is to be paid from the Second Advance;
2. Evidence that the builder is registered with Tarion and the applicable security is to be placed with Tarion in when required;
3. The initial advance of $700,000 is to pay one half of the Lender Fees and the second advance shall pay the balance of the Lenders Fees and the first year's Management Fee.
4. Copies of the environment audits and geo-technical reports accompanied with a letter of transmittal from the engineers who completed the reports;
5. Confirmation of the servicing contact to Con Drain in an amount not to exceed $2,592,414 of which $1,100,000 will be carried by it at an interest rate of Prime plus 1% for a 1 year term and which will postpone to the Lender's interest in the Project;

Guarantors' Initials JND JND JND JND JND
Imran Jinnah for all

Borrowers' Initials JND
Imran Jinnah for all

6. confirmation of the sale of not less than 26 single family units in the Project;
7. Detailed project appraisal update, to be completed by a qualified appraiser, satisfactory to the Lender, supporting a serviced land value of not less than $30,000,000 for the residential lots for the Project. Such appraiser to confirm by way of letter of transmittal that the Lender can rely on the appraisal in the underwriting of this mortgage application.
8. Review of the insurance policies. The Lender reserves the right to engage the services of an insurance consultant, at the Borrower's expense, to verity the adequacy of the insurance.
9. Approval of the independent Cost Consultant to be utilized and the Lender is to be copied, from time to time, with all reports and advance authorizations or certificates certifying the value of work completed to date, holdbacks, cost to complete and that work has been completed in accordance with the approved plans and specifications.
10. Production of a copy of the Declaration of Trust by Symphony, its minute book, any documents and agreements between all the Borrowers and Guarantors and the Co-Tenancy Agreement;
11. Confirmation that the Bank of Montreal Commitment for the first 39 homes has been accepted and is proceeding.

PRE-FUNDING CONDITIONS:

1. All security in place to the satisfaction of the Lender.
2. Lender's solicitor to be: Jack Greenberg. Borrower is responsible for all legal fees for the preparation of the normal loan documentation estimated to be no more than $10,000.00 plus disbursements and GST and will be payable by the Borrower from the first advance. Partial discharges shall be available at the rate of the lesser of the net proceeds of such sale or $50,000.00 per lot until this Loan is paid in full and the Borrower shall pay a partial discharge fee of $250.00 plus GST per lot.
3. Copy of all mortgage commitments for the Project.
4. Evidence of Insurance

GENERAL CONDITIONS: Refer to Appendix A (attached).

Guarantors' Initials IJ IJ IJ IJ IJ
Imran Jinnah for all

Borrowers' Initials IJ
Imran Jinnah for all

EXTRA COSTS: The Borrower shall be responsible for all costs related to this loan facility including but not limited to site visits and any professional fees (for Lender or Borrowers) for legal work, Project Engineer/Inspector reports, consultants and others. Any such costs shall be paid directly by the Borrower or from loan proceeds at the time of loan advance, at the Lender's option.

CONFIDENTIALITY: The undersigned acknowledges and agrees that the terms and conditions of this letter are confidential between the Borrower and the Lender. The undersigned agrees not to disclose the information contained herein to a third party without the consent of the Lender.

The undersigned also acknowledges that the Lender may, in its sole discretion, syndicate this loan and may disclose to co-lenders, investors and their share or unit holders, as applicable, any or all information provided to the Lender by the Borrowers and/or Guarantors including but not limited to corporate and personal financial information.

CONSENT TO COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION: The undersigned hereby authorizes the Lender to obtain information from any credit reporting agency or credit granting organization as required at any time and consents to the disclosure of such information at any time to any credit reporting agency or credit granting organization.

The above is only an expression of interest and is not to be construed in any way as a commitment to advance funds. Loan Commitments are subject to loan documentation and the final approval of the Lender.

INDEPENDENT LEGAL ADVICE: Borrowers and Guarantors certify that he/she/it/they has/have obtained independent legal advice and representation prior to the execution hereof and will also do so in connection with all loan documentation.

Guarantors' Initials JM JM JM JM JM
Imran Jinnah for all

Borrowers' Initials JM
Imran Jinnah for all

If you are in agreement with the above terms and conditions, kindly acknowledge so by executing and returning a copy of this Commitment Letter by 5:00 p.m. November 11, 2008.

Thank you for the opportunity of providing this financing and we look forward to being of further assistance to you in the future.

Yours truly,
DAPAUL MANAGEMENT LIMITED in Trust

PER:____________________
Jack Greenberg

I/We agree with the terms and conditions outlined herein.

Accepted as of the 29th day of August, 2008 this 11th day of November 2008.

AUTHORIZED SIGNATURE FOR THE BORROWERS AND GUARANTORS:

____
Imran Jinnah for himself and all Borrowers and Guarantors

APPENDIX A
GENERAL CONDITIONS

Prior to the advance under the Loan, the Borrower shall provide the following:

Legal Documentation

To the Lender's solicitor, all security documents signed by the Borrower in registerable form, to the satisfaction of the said solicitor.

Mortgage and ancillary documents will be prepared by the Lender's solicitor in form and substance satisfactory to the Lender. All disbursements, related costs and expenses and GST required to perfect the Lender's security will be borne by the Borrower.

The Borrower authorizes the Lender's solicitor to retain said costs and expenses from the proceeds of the first advance under this Loan, and agrees that in the event the Loan is not proceeded with, any and all solicitors' costs will be borne by the Borrower independent of provisions for retention of any fees by the Lender. Borrowers shall ensure its/their solicitor co-operates and provides such copies as are requested.

Title

The Borrower(s) represent(s) that it/they will respectively be the sole registered freehold owners of the lands to be mortgaged and that the said lands are free and clear of all hypothecs, charges or real rights whatsoever in favour of any third party, other than the encumbrances to which this Loan shall be subject. The Borrower further represents that there are no judicial/administrative actions, suits, or proceedings pending against the Borrowers or the Project.

Survey

Prior to any advance the Borrower will provide the Lender with a survey or site plan showing the Project and proposed development which is to be free of any easements, encroachments upon or by the subject lands and which is to be satisfactory to the Lender and its Solicitor.

Insurance

The Borrower will be required to obtain and maintain insurance sufficient and by a company acceptable to the Lender to protect the Lender's interest at all times, with standard mortgage lender loss payable clause.

Guarantors' Initials JM JM JM JM JM
Imran Jinnah for all

Borrowers' Initials JM
Imran Jinnah for all

Taxes

Taxes shall be current and shall not be in arrears at the time of any advance at the option of the Lender. The Lender may permit the taxes to be brought into a current position by the solicitors for the Lender paying same from the proceeds of the advance.

Zoning

The Borrower will provide, prior to funding, evidence satisfactory to the Lender that the real property security is in compliance with all warranties and representations in this commitment and any and all applicable zoning regulations, building by-laws and all other restrictions affecting the Project.

Encumbrances

All prior financial and non-financial encumbrances of any nature whatsoever, whether easements, rights-of-way, land use contracts, development permits, mortgages, charges, agreements of purchase and sale, or otherwise shall be entirely subject to the Lender's and Lender's solicitor's approval prior to any advance of funds. Should there be any prior encumbrance on title of any nature whatsoever, of which the Lender or Lender's solicitor disapprove and which the Borrower is unable or unwilling to remove from title, the Lender will not be obligated to advance funds.

Conveyances and Change in Structure

During the full term of the Loan, the Lender reserves the right to approve any change of ownership, control, pledge and/or sale and further encumbering of the Project or in the structure of any of the Borrowers and Guarantors. If the ownership or control of the Project or any Borrower or Guarantor changes without the approval of the Lender, the mortgage document shall entitle the Lender, at its sole option, to accelerate the principal and interest repayments of the Loan. The Lender agrees that it will not unreasonably withhold its consent to a change in ownership, pledge and/or sale of the subject property.

Adverse Changes

In the event of any material adverse change in the position and condition, financial or otherwise, of the Borrower or the Project, the Lender at its sole discretion will not be obligated to advance any further funds under the Loan.

Guarantors' Initials JM JM JM JM JM
Imran Jinnah for all

Borrowers' Initials JO
Imran Jinnah for all

Syndication

The Lender has the right to syndicate the Loan to other lenders in whole or in part (which may include Jack Greenberg and/or entities related to him).

Solicitor's Opinion

This Commitment is subject to the lender's solicitors being satisfied as to the title of the Project, the form and content of the first and VTB mortgages, the Carevest mortgage and the Security Documents, and as to all legal matters pertaining to the Loan and compliance with the conditions herein.

No Assignment

This Commitment may not be transferred or assigned by the Borrowers.

Representations

The Borrowers and Guarantors each warrant that all information submitted to the Lender in connection with this Commitment is factual and correct and that these representations have been made to induce the Lender to make the Loan. The Lender shall have no obligation to advance funds in the event any representation is untrue.

Survival

All terms, conditions, representations and warranties of this Commitment shall survive the closing of the Loan contemplated and neither the preparation nor registration of any documents related to this transaction shall bind the Lender to advance funds under the Commitment, in the event of non-compliance with any terms, conditions, representations or warranties.

Guarantors' Initials IJ IJ IJ IJ IJ
Imran Jinnah for all

Borrowers' Initials IJ
Imran Jinnah for all

DAPAUL MANAGEMENT LIMITED
SUITE 204, 181 EGLINTON AVENUE EAST
TORONTO, ONTARIO
M4P 1J4

September 22, 2009

Imran Jinnah and related companies
103 Naughton Drive
Richmond Hill, Ontario

Dear Imran:

RE: Third/Fourth Mortgage Financing and Equity Loan in connection with 64-66-68-70 Puccini Drive, Richmond Hill, Ontario (the "Project")

Dapaul Management Limited in Trust (hereinafter the "Lender") is pleased to provide, subject to the terms hereof, the following Letter of Interest with respect to the above financing.

BORROWERS: 2147681 Ontario Inc.
2147650 Ontario Inc.
2148991 Ontario Inc.
Symphony Series Co-Tenancy Inc.

GUARANTORS 2148990 Ontario Inc., 2148993 Ontario Inc. and
2139084 Ontario Inc.
Imran Jinnah and Silver Streams Homes Inc.
Silver Streams Homes (Puccini) Inc.
Puccini Project Management Inc.

PROJECT: 64-66-68-70 Puccini Drive, Richmond Hill

PURPOSE: Increasing interest reserves for existing debt and equity take-out

LOAN TYPE: Third/Fourth Mortgage(s) described herein (hereinafter the "Loan").

LOAN AMOUNT: It is understood and agreed that the Loan shall be no more than $1,500,000.00.

TERM: 12 months – Open on 30 days notice or one (1) month bonus interest provided the Lender has received or the Borrowers have paid at least 6 months' worth of interest.

Guarantors' Initials IJ
Imran Jinnah for all

Borrowers' Initials IJ
Imran Jinnah for all

EXHIBIT No. 11
EXAMINATION OF Jack Greenberg
ARGO/NEWMAR VS. SILVERSTREAMS et al
DATE May 22, 2015
NETWORK REPORTING

RATE AND REPAYMENT:

Nominal Nineteen (19 %) percent per annum calculated monthly not in advance payable interest only monthly and secured by a 12 month interest rate reserve to be held and disbursed by the Lender. Provided however, if the existing prior second/third mortgage of $2,600,000 on the Project is discharged and this mortgage takes that mortgages' position, the rate shall reduce to a nominal rate of seventeen (17%) percent per annum calculated and payable interest only monthly and secured by an interest rate reserve for the balance of the term to be held and disbursed by the Lender.
Interest shall commence at the rate aforesaid when funds have been placed in the Lender's solicitor's trust account and Borrowers shall receive credit for any interest earned on same while in the solicitor's trust account.

REPAYMENT:

The full amount of the Loan plus any costs, charges, fees, interest or accrued or unpaid lender fee, is to be repaid immediately upon the expiry of the term of the Loan. The Loan is open for repayment, in whole or part, except as noted herein, at any time, subject to payment of all costs, principal, charges, fees, accrued or outstanding, and provided at least six months' interest has been paid under the Loan.

COMMITMENT EXPIRY:

If the Commitment is not proceeded with by the Borrower or should the Borrower fail or refuse to sign the mortgage documentation or to qualify for an advance or to accept an initial advance or to carry out any of the obligations hereunder by October 31, 2009, this Commitment will be deemed cancelled and the Lender Fee and all other fees paid shall be retained by the Lender as liquidated damages and not as penalty or if unpaid, then same shall be immediately due and payable to the Lender.

ADVANCES:

There shall be one advance of $1,500,000.00 to replenish the existing reserves, fund the interest reserve for this loan, pay all costs and fees hereunder and make an advance to the Borrowers all as set out herein.

Guarantors' Initials IJ
Imran Jinnah for all

Borrowers' Initials IJ
Imran Jinnah for all

SECURITY:

A) A Third/fourth mortgage on 64, 66 and part of 68 Puccini Drive subject to an existing vendor take back first mortgage of no more than $1,150,000 on part of 68 Puccini Drive and a first/second mortgage of $5,500,000 and a second/third mortgage of $2,600,000.

B) A Fourth mortgage over 68-70 Puccini Drive behind an existing VTB first mortgage not to exceed $2,500,000.00 at 6% interest per annum for a 2 year term which will subordinate to the Lender upon completion of the site servicing;

C) A Pledge (on the terms set out in the pledge agreement attached hereto) of the shares of 2148990 Ontario Inc. and 2148993 Ontario Inc. (collectively "Symphony") together with the acknowledgement of the beneficiaries of its trust and its shareholders that, if there is default under the Loan and the pledge is to be realized upon by the Lender, they release Symphony from its trust and assign all interest thereunder to the Lender or as it may direct;

D) Tertiary General Security Agreements from the Borrowers;

E) Guarantee, postponement of claim and General Security Agreement of the Guarantor(s);

F) Tertiary Assignment of all accepted agreements of purchase and sale in the Project and all purchasers' deposits and all Borrower's rights under these agreements and a tertiary assignment of the net proceeds of sale of all closed transactions after payment to any prior mortgages on such lot(s);

G) Tertiary Assignment of the release of proceeds for the municipal letters of credit securing the subdivision agreement;

H) Secondary Assignment of key man life insurance on the life of Imran Jinnah in an amount of not less than $5,000,000.00;

I) Tertiary Assignment of all insurance policies, contracts, development plan and specifications, management agreement, building and development permits; development bonds;

Guarantors' Initials IJ
Imran Jinnah for all

Borrowers' Initials IJ
Imran Jinnah for all

J) Irrevocable letters of authorization to all mortgagees, consultants and contractors involved in the Project to copy the Lender with all correspondence and to release any and all information as requested by the Lender and to be notified of any default under their respective securities;

K) The agreement of the Borrowers and Guarantors that any default under any other security, whether in priority to or subordinate to the Loan, shall be deemed to be a default under the Loan.

L) Such other security as deemed necessary or desirable by our solicitor.

CONDITIONS:

Conditions precedent for the disbursement of funds are the receipt and approval of the following:

1. Evidence that the first 32 homes in the Project have been registered with Tarion and the applicable security has been placed with Tarion;

2. Confirmation that the servicing contract with Con Drain has been substantially performed and paid for (except for that part thereof as is being carried) that the Town of Richmond Hill has paid their share of the costs thereof;

3. Confirmation of the sale of not less than 32 single family units in the Project;

4. Detailed project appraisal update, to be completed by a qualified appraiser, satisfactory to the Lender, supporting a serviced land value of not less than $30,000,000 for the residential lots for the Project. Such appraiser to confirm by way of letter of transmittal that the Lender can rely on the appraisal in the underwriting of this mortgage application.

5. Confirmation that the Bank of Montreal financing for the first 39 homes is in good standing and is proceeding.

Guarantors' Initials IJ
Imran Jinnah for all

Borrowers' Initials IJ
Imran Jinnah for all

PRE-FUNDING CONDITIONS:

1. All security in place to the satisfaction of the Lender.

2. Lender's solicitor to be: Jack Greenberg. Borrower is responsible for all legal fees for the preparation of the normal loan documentation estimated to be no more than $10,000.00 plus disbursements and GST and will be payable by the Borrower from the first advance. Partial discharges shall be available at the rate of the lesser of the net proceeds of such sale or $50,000.00 per lot until this Loan is paid in full and the Borrower shall pay a partial discharge fee of $250.00 plus GST per lot.
3. Evidence of Insurance

GENERAL CONDITIONS: Refer to Appendix A (attached).

EXTRA COSTS: The Borrower shall be responsible for all costs related to this loan facility including but not limited to site visits and any professional fees (for Lender or Borrowers) for legal work, Project Engineer/Inspector reports, consultants and others. Any such costs shall be paid directly by the Borrower or from loan proceeds at the time of loan advance, at the Lender's option.

CONFIDENTIALITY: The undersigned acknowledges and agrees that the terms and conditions of this letter are confidential between the Borrower and the Lender. The undersigned agrees not to disclose the information contained herein to a third party without the consent of the Lender.

The undersigned also acknowledges that the Lender may, in its sole discretion, syndicate this loan and may disclose to co-lenders, investors and their share or unit holders, as applicable, any or all information provided to the Lender by the Borrowers and/or Guarantors including but not limited to corporate and personal financial information.

Guarantors' Initials IJ
Imran Jinnah for all

Borrowers' Initials IJ
Imran Jinnah for all

6

USE OF PROCEEDS

The use of funds shall be for the following:

1. Increase interest reserve for first/second $5,500,000 mortgages by $302,500;
2. Increase interest reserve for second/third $2,600,000 mortgage by $208,000
3. Establish interest reserve for this loan $285,000
4. Pay Lender Fees (@ 4.5%) of $67,500 and Loan Administration Costs (@ 1.5%) of $22,500;
5. Pay Legal Fees approximately $12,500;
6. Balance to Borrowers

CONSENT TO COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION:

The undersigned hereby authorizes the Lender to obtain information from any credit reporting agency or credit granting organization as required at any time and consents to the disclosure of such information at any time to any credit reporting agency or credit granting organization.

The above is only an expression of interest and is not to be construed in any way as a commitment to advance funds. Loan Commitments are subject to loan documentation and the final approval of the Lender.

INDEPENDENT LEGAL ADVICE:

Borrowers and Guarantors certify that he/she/it/they has/have obtained independent legal advice and representation prior to the execution hereof and will also do so in connection with all loan documentation.

If you are in agreement with the above terms and conditions, kindly acknowledge so by executing and returning a copy of this Commitment Letter, together with a cheque in the amount of $20,000.00 representing the first instalment of the Lender's Fees by 5:00 p.m. September 24, 2009.

Thank you for the opportunity of providing this financing and we look forward to being of further assistance to you in the future.

Yours truly,
DAPAUL MANAGEMENT LIMITED in Trust

PER:______________________
Jack Greenberg

Guarantors' Initials IJ
Imran Jinnah for all

Borrowers' Initials IJ
Imran Jinnah for all

I/We agree with the terms and conditions outlined herein.

Accepted as of the 22nd day of September, 2009.

AUTHORIZED SIGNATURE FOR THE BORROWERS AND GUARANTORS:

Imran Jinnah for himself and all Borrowers and Guarantors

APPENDIX A
GENERAL CONDITIONS

Prior to the advance under the Loan, the Borrower shall provide the following:

Legal Documentation

To the Lender's solicitor, all security documents signed by the Borrower in registerable form, to the satisfaction of the said solicitor.

Mortgage and ancillary documents will be prepared by the Lender's solicitor in form and substance satisfactory to the Lender. All disbursements, related costs and expenses and GST required to perfect the Lender's security will be borne by the Borrower.

The Borrower authorizes the Lender's solicitor to retain said costs and expenses from the proceeds of the first advance under this Loan, and agrees that in the event the Loan is not proceeded with, any and all solicitors' costs will be borne by the Borrower independent of provisions for retention of any fees by the Lender. Borrowers shall ensure its/their solicitor co-operates and provides such copies as are requested.

Title

The Borrower(s) represent(s) that it/they will respectively be the sole registered freehold owners of the lands to be mortgaged and that the said lands are free and clear of all hypothecs, charges or real rights whatsoever in favour of any third party, other than the encumbrances to which this Loan shall be subject. The Borrower further represents that there are no judicial/administrative actions, suits, or proceedings pending against the Borrowers or the Project.

Survey

Prior to any advance the Borrower will provide the Lender with a survey or site plan showing the Project and proposed development which is to be free of any easements, encroachments upon or by the subject lands and which is to be satisfactory to the Lender and its Solicitor.

Insurance

The Borrower will be required to obtain and maintain insurance sufficient and by a company acceptable to the Lender to protect the Lender's Interest at all times, with standard mortgage lender loss payable clause.

Guarantors' Initials
Imran Jinnah for all

Borrowers' Initials
Imran Jinnah for all

Taxes

Taxes shall be current and shall not be in arrears at the time of any advance at the option of the Lender. The Lender may permit the taxes to be brought into a current position by the solicitors for the Lender paying same from the proceeds of the advance.

Zoning

The Borrower will provide, prior to funding, evidence satisfactory to the Lender that the real property security is in compliance with all warranties and representations in this commitment and any and all applicable zoning regulations, building by-laws and all other restrictions affecting the Project.

Encumbrances

All prior financial and non-financial encumbrances of any nature whatsoever, whether easements, rights-of-way, land use contracts, development permits, mortgages, charges, agreements of purchase and sale, or otherwise shall be entirely subject to the Lender's and Lender's solicitor's approval prior to any advance of funds. Should there be any prior encumbrance on title of any nature whatsoever, of which the Lender or Lender's solicitor disapprove and which the Borrower is unable or unwilling to remove from title, the Lender will not be obligated to advance funds.

Conveyances and Change in Structure

During the full term of the Loan, the Lender reserves the right to approve any change of ownership, control, pledge and/or sale and further encumbering of the Project or in the structure of any of the Borrowers and Guarantors. If the ownership or control of the Project or any Borrower or Guarantor changes without the approval of the Lender, the mortgage document shall entitle the Lender, at its sole option, to accelerate the principal and interest repayments of the Loan. The Lender agrees that it will not unreasonably withhold its consent to a change in ownership, pledge and/or sale of the subject property.

Adverse Changes

In the event of any material adverse change in the position and condition, financial or otherwise, of the Borrower or the Project, the Lender at its sole discretion will not be obligated to advance any further funds under the Loan.

Guarantors' Initials IJ
Imran Jinnah for all

Borrowers' Initials IJ
Imran Jinnah for all

Syndication

The Lender has the right to syndicate the Loan to other lenders and/or investors in whole or in part (which may include Jack Greenberg and/or entities related to him).

Solicitor's Opinion

This Commitment is subject to the lender's solicitors being satisfied as to the title of the Project, the form and content of all prior encumbrances and the Security Documents, and as to all legal matters pertaining to the Loan and compliance with the conditions herein.

No Assignment

This Commitment may not be transferred or assigned by the Borrowers.

Representations

The Borrowers and Guarantors each warrant that all information submitted to the Lender in connection with this Commitment is factual and correct and that these representations have been made to induce the Lender to make the Loan. The Lender shall have no obligation to advance funds in the event any representation is untrue.

Survival

All terms, conditions, representations and warranties of this Commitment shall survive the closing of the Loan contemplated and neither the preparation nor registration of any documents related to this transaction shall bind the Lender to advance funds under the Commitment, in the event of non-compliance with any terms, conditions, representations or warranties.

Guarantors' Initials IJ
Imran Jinnah for all

Borrowers' Initials IJ
Imran Jinnah for all

DAPAUL MANAGEMENT LIMITED
SUITE 204, 181 EGLINTON AVENUE EAST
TORONTO, ONTARIO
M4P 1J4

September 22, 2009

Imran Jinnah and related companies
103 Naughton Drive
Richmond Hill, Ontario

Dear Imran:

RE: Third/Fourth Mortgage Financing and Equity Loan in connection with 64-66-68-70 Puccini Drive, Richmond Hill, Ontario (the "Project")

In connection with the aforesaid financing proposal dated September 22, 2009 (the "Commitment"), the Borrowers and Guarantors thereunder agree that Dapaul Management Limited shall be paid the following fees on the following terms with respect to the above financing.

LENDER FEE:

A Lender Fee in the amount of 4.5 % of the Loan Amount of $1,500,000.00 (the "Lender Fee") which is deemed earned and payable to the Lender upon acceptance of the Commitment by the Borrowers, as compensation for the time, effort and expenses incurred by the Lender in providing the Commitment. This Lender Fee shall be payable as follows: $20,000 at the time of acceptance of the Commitment, $47,500.00 payable from the advance of $1,500,000.00 thereunder.

The Borrowers have agreed that the aforesaid sums represent a reasonable estimate of compensation to be paid to Dapaul Management Limited and that the determination of actual time, costs and expenses incurred is not feasible. If the Loan referred to in the Commitment is not repaid on or before its maturity, then a further Lender Fee is payable thereon on the same terms as set out herein payable on the anniversary date of the first advance under the Loan referred to in the Commitment.

Guarantors' Initials IJ
Imran Jinnah for all

Borrowers' Initials IJ
Imran Jinnah for all

-2-

MANAGEMENT FEE:

A Management Fee of one and one half (1.5%) percent of the total Loan Amount as referred to in the Commitment, per annum, payable annually in advance on the anniversary date of the first advance under the Commitment, for each year or part thereof that the Loan referred to under the Commitment is outstanding, for the time and expense to be incurred by it in the management of the Loan referred to under the Commitment and the monitoring of its security.

Contemporaneous with the execution of the Commitment, the Borrowers and Guarantors under the Commitment shall execute a copy of this agreement and an Irrevocable Direction to pay the fees referred to herein directly from the Lender's solicitor's trust account prior to disbursement to the Borrowers.

If you are in agreement with the above terms and conditions, kindly acknowledge so by executing and returning a copy of this agreement, together with a cheque in the amount of $20,000.00 representing the first instalment of the Lender's Fees by 5:00 p.m. September 24, 2009.

Yours truly,
DAPAUL MANAGEMENT LIMITED in Trust

PER: ______________________
Jack Greenberg

I/We agree with the terms and conditions outlined herein.

Accepted as of the 22nd day of September, 2009.

AUTHORIZED SIGNATURE FOR THE BORROWERS AND GUARANTORS:
____
Imran Jinnah for himself and all Borrowers and Guarantors

142

000269

IRREVOCABLE DIRECTION

TO: DAPAUL MANAGEMENT LIMITED

AND TO: JACK GREENBERG, its solicitor

RE: **Third/Fourth Mortgage Financing and Equity Loan in connection with 64-66-68-70 Puccini Drive, Richmond Hill, Ontario (the "Project")-Commitment Letter dated as of September 22, 2009**

EACH OF THE BORROWERS AND GUARANTORS in connection with the aforesaid financing, for good and valuable consideration, hereby irrevocably authorizes and directs you to pay out of the advance(s) under the aforesaid financing, all Lender's Fees and Management Fees in accordance with a letter dated and signed as of September 22, 2009 in connection therewith and for so doing this shall be your full and sufficient and irrevocable authority.

Dated at Toronto as of the 22nd day of September 2009.

Imran Jinnah

IMRAN JINNAH for all the aforesaid
Borrowers and Guarantors

EXHIBIT No. 12
EXAMINATION OF Jack Greenberg
ARGO/NEWMAR VS SILVERSTREAM et al
DATE May 22 2015
NETWORK REPORTING

4/6/14 144

MTG

Trudy
Carmel
Add

Whiteyellows - 3 -
L is connected to SJ
HC -

749991 - 40565 TH Jill

#40568
990 - 5 unclosed
6 under Y_1
1 under Y_2

#40569
993. - 1 - Unclosed
- 4 under Y_1
-

16

List to come from Carmel -

3 Deposit Claims -

Vaughan - #~~4056~~ 34331
D+I -
L told ~~HC~~ City to complete work secured by HC
- Masonry

145

2

Σ – 1,240,000 – / 118 – 20 23 16 10 (70) (48)

4 – Sold

122

30 Days

1 List of Deposits re TH – w/i

– 30 –

15% Admin Fee of Deposit/Claim + 1130 @ Conductive Dues

+ 7500 maybe [re Delayed Closing]

Renewal ← exp'd May ~~27~~/14 –

Q. – Reg'n? – (1) withdrawn OR

won't go on website {(2) Issue Proposal to revoke License
↳ can appeal hearing
~ 3-4 months for hearing

10 < 2 2 → All Claims will show on website w/ withdraw/revoke

6

Worry:
If ~~Built~~/sold:
July 1/2012 – Dev'r on Work for 7 yrs for MSD

900000
40 – rebate 7,500
40 – Lot 18
980,980

Letter re Deposits on TH Site - give back

Renewal - sent in for SSHI & ofa T/B in their name
- if already expired, won't issue renewal
- those closing shortly OKAY -

Personal Exposure to IJ - Q: Ours
Counsel will confirm

LETTER
End Site Sold - Whitby
+ confirm no sales
SEND LETTER

- X in our interest to have IJ attend conciliations etc re multiple Warranty Claims

IJ - will respond to letter
we are not fairly able to respond

147

THIS AGREEMENT made this 17th day of December, 2012
AMONG:

SILVER STREAMS HOMES (PUCCINI) INC.
(hereinafter referred to as the "Builder")

OF THE FIRST PART

- AND –

ALL THOSE PARTIES LISTED ON SCHEDULE "A"
ATTACHED HERETO
(hereinafter individually referred to as a "Creditor" and collectively as the "Creditors")

OF THE SECOND PART

- AND –

JACK GREENBERG
(hereinafter referred to as the "Escrow Agent")

OF THE THIRD PART

- AND –

2147650 ONTARIO INC., 2148993 ONTARIO INC.
AND 2148990 ONTARIO INC.
(hereinafter individually referred to as an "Owner"
and collectively as "Owners")

OF THE FOURTH PART

WHEREAS the Builder has constructed several homes on a parcel of land on the north side of Puccini Drive respectively known as Phase 1 and Phase 2 of the Symphony Series Development (collectively known as the "Completed Projects") and the Creditors are owed various sums of money (collectively the "Existing Indebtedness") in connection with the provision of goods, materials and labour to the Completed Projects in the agreed upon amounts shown on Schedule "A" attached hereto;

AND WHEREAS the Builder is scheduled to commence construction shortly on additional homes in the Symphony Series Development in the parcels therein respectively known as Plan 3 (which has 25 single family homes to be built of which 23 are pre-sold) and Phase 3 (which has 40 Townhomes and 8 Semi-detached homes to be built of which 32 have been pre-sold) (the said Plan 3 and Phase 3 are collectively referred to as the "Future Project") and has requested that the Creditors accept the payment terms and arrangements herein to settle the Existing Indebtedness and that the Creditors continue to provide goods, materials and labour to the Builder for the Future Project also on the terms hereinafter set out;

AND WHEREAS the Owners confirm that they have contracted with the Builder to act as their Agent and Manager to construct residential dwellings in the Future Project;

EXHIBIT No. 13
EXAMINATION OF Jack Greenberg
ARGO/NEWMAR VS SILVERSTREAM et al.
DATE May 22 2015
NETWORK REPORTING

AND WHEREAS the Creditors have agreed to the terms hereinafter set out and have agreed, as long as the terms hereof are complied with, not to commence any action(s) or register any liens for their individual or collective Existing Indebtedness and to continue to work with and for the Builder, subject to the provisions of the Tolling Agreement as executed by the parties thereto and attached as Schedule "B" hereto;

AND WHEREAS the Escrow Agent has agreed to perform the functions as set out herein;

NOW THEREFORE, in consideration of the mutual covenants and agreements set out herein and the sum of Ten ($10.00) Dollars now paid by each of the parties hereto to each other (the receipt, adequacy and sufficiency of which each party hereto acknowledges), each of the parties hereto agrees as follows:

1. The Builder covenants and agrees and directs as follows:
   (a) in connection with the Future Project,
      (i) to retain and give preference to each of the Creditors to perform their type of work for the Future Project which the Builder requires provided such Creditor wishes to do so and has the best competitive price and terms (the "New Work");
      (ii) to give an irrevocable direction to the lender financing the Builder's construction (the "Lender") for the Future Project stating that the net proceeds of any draw shall be paid to the Escrow Agent;
      (iii) hereby irrevocably directs the Escrow Agent that the net proceeds of any draw shall be paid forthwith on receipt of same to each creditor referred to in the Cost Consultant's report (which justifies such draw) pro rata to the amount authorized for each creditor therein (hereinafter, the "Net Draw Proceeds"); and
      (iv) to request draws from the Lender expeditiously to minimize the delay, if any, in payments to the Creditors for the New Work;

   (b) in connection with the Existing Indebtedness, to repay same together with interest thereon at the Bank of Montreal prime rate plus 3% per annum (hereinafter the "Rate") and :
      (i) in connection with the sale of any home in the Future Project;
         (A) hereby irrevocably designates the Escrow Agent as its solicitor to complete the legal work on each aforesaid closing;
         (B) hereby irrevocably directs the Escrow Agent that, from the net sale proceeds thereof (after deducting HST, closing adjustments, legal costs for the closing, real estate agent/broker commissions, partial discharge amounts for existing encumbrances and

prior servicing obligations, any cash collateralization payments, and reimbursement of prorated soft costs) (hereinafter the "Net Sale Proceeds"), which would be otherwise payable to the Builder, until the Existing Indebtedness together with interest thereon at the Rate, has been paid in full, the Escrow Agent shall deduct, to the extent it is available, $50,000 from each Plan 3 closing and $35,000 from each Phase 3 closing to be paid and applied, on a pro rata basis for each Creditor, as follows:

(1)

(a) the first $10,000 shall be paid and applied against the balance owed to each Creditor in connection with the New Work until same has been paid in full;

(b) The parties hereto acknowledge that from each draw from the Lender, 23% of the value of the New Work completed on the Future Project will not be advanced by the Lender, 10% attributable to the usual construction lien holdback and 13% for HST; and

(2) the balance shall be paid and applied against the Existing Indebtedness and interest thereon; and

(3) the foregoing payments shall be made by the Escrow Agent together with an account of calculation of same to the Creditors on a monthly basis for all closings which have occurred in the prior month, but no later than the 46th day after the closing of any residential unit.

2. The Escrow Agent will hold back from the Net Sale Proceeds an amount <u>(the "Closing Holdback")</u> calculated as the difference between the estimated cost of construction of the residential unit being sold at a rate of $100 per sq. ft. for each specific residential unit less whatever amounts have already been disbursed by the Escrow Agent against that amount to the Creditors <u>and other suppliers to the Future Project</u> pending receipt of final invoices from the Creditors, which have been approved by the Builder. Such approval/agreement for unpaid invoices shall be finalized as between the Builder and any Creditor <u>on the later of five (5) business days (i) after the closing of any residential unit, or (ii) the rendering of the invoice.</u> Payment of same shall be made by the Escrow Agent as soon as possible after the said approval/agreement of the amount owing <u>out of the Closing Holdback to the extent the Closing Holdback is sufficient.</u>

150

3. Upon execution of this agreement by all parties hereto, the Escrow Agent hereby undertakes to all parties to act in accordance with the aforesaid instructions and irrevocable directions provided to him by the Builder and to forthwith advise each of the Creditors if the Builder changes the solicitor acting for it in connection with the draws from the Lender and/or in connection with the aforesaid sale closings.

4. (a) The Owners hereby acknowledge, confirm and agree that they have irrevocably authorized the Builder to enter into this Agreement with the other parties hereto and that any actions of the Builder, or of the Escrow Agent shall be deemed to be the actions of and to be fully authorized by the Owners.

(b) The Owners acknowledge and agree to the repayment of the Existing Indebtedness to the Creditors as described herein, notwithstanding that the Existing Indebtedness may have been incurred by the Creditors for labour, materials and services provided on the Completed Project in respect of lands which may have been owned by parties other than the Owners herein.

5. Each of the Creditors agrees as follows:

(a) That the amount shown on Schedule A attached hereto opposite its name is the final and correct amount outstanding to it in connection with the Completed Projects;

(b) That it accepts the arrangements herein to satisfy the New Work and the Existing Indebtedness and that, unless there is default hereunder by either the Builder or the Escrow Agent, it will not commence any action for collection of that portion of the New Work or the Existing Indebtedness due to it nor will it register any lien or liens against any of the Completed Projects or the Future Project therefor; and

(c) That the Escrow Agent has no liability to any Creditor for the whole or any part of the Existing Indebtedness or the cost of the New Work and that he shall only be obligated to distribute such Net Sale Proceeds which are paid to or held by him pursuant to the aforesaid instructions and irrevocable instructions to the extent such Net Sale Proceeds are sufficient net of his reasonable costs for so acting.

6. Each of the parties hereto acknowledges and agrees that each other party hereto is relying on the covenant(s) of each party hereto to perform their obligations hereunder and in particular, as between the Creditors, to comply with subparagraph 3(b) hereof and that each party hereto could suffer damages or losses for a failure to so comply.

7. Each party hereto agrees that time is of the essence hereof and that this agreement shall be governed by the laws of the Province of Ontario.

8. Each party hereto agrees that this agreement shall enure to the benefit of and be binding on each party hereto and their respective heirs, executors, administrators, successors and assigns.

9. Each party hereto agrees that this agreement may be signed in counterpart or counterparts and when all such counterparts are combined same shall constitute the entire agreement.

In Witness Whereof each of the parties hereto has executed this agreement under the hand of its proper officer duly authorized in that behalf and to be deemed to be effective as of the 17th day of December, 2012.

WITNESS:

SILVER STREAMS HOMES (PUCCINI) INC.

PER: ______________________
Imran Jinnah-President
I have authority to bind the Corporation

____
Jack Greenberg as Escrow Agent

THE PARTIES REFERRED TO AS THE CREDITORS HAVE SIGNED OPPOSITE THEIR NAMES ON SCHEDULE A ATTACHED HERETO

2147650 ONTARIO INC.

PER: ______________________
Imran Jinnah – President
I have authority to bind the Corporation

2148993 ONTARIO INC.

PER: ______________________
Imran Jinnah – President
I have authority to bind the Corporation

2418990 ONTARIO INC.

PER: ______________________
Imran Jinnah – President
I have authority to bind the Corporation

SCHEDULE A

CREDITORS AND EXISTING INDEBTEDNESS

Creditors	Existing Indebtedness
SOLO ELECTRIC LTD. Per: ____________ I have authority to bind the Corporation 13205 McLaughlin Road Caledon, ON L7C 2B1	$116,773.68
CANADIAN CONCRETE FORMING LTD. Per: ____________ I have authority to bind the Corporation 100 Creditstone Road Concord, ON L4K 1P2	$151,158.41
E.D. CARPENTRY LIMITED Per: ____________ I have authority to bind the Corporation 3302 Cardross Road Mississauga, ON L4X 2N2	$ 201,511.34 I
PAVE PLUMBING & HEATING INC. Per: ____________ Pat Di Stefano - President I have authority to bind the Corporation 360 Enford Road Richmond Hill, ON L4C 3G1	$141,091.44

SCHEDULE A

CREDITORS AND EXISTING INDEBTEDNESS

Creditors	Existing Indebtedness
SOLO ELECTRIC LTD. Per: ____________________ I have authority to bind the Corporation 13205 McLaughlin Road Caledon, ON L7C 2B1	$116,773.68
CANADIAN CONCRETE FORMING LTD. Per: ____________________ I have authority to bind the Corporation 100 Creditstone Road Concord, ON L4K 1P2	$151,158.41
E.D. CARPENTRY LIMITED Per: ____________________ I have authority to bind the Corporation 3302 Cardross Road Mississauga, ON L4X 2N2	$ 201,511.34 I
PAVE PLUMBING & HEATING INC. Per: ____________________ Pat Di Stefano - President I have authority to bind the Corporation 360 Enford Road Richmond Hill, ON L4C 3G1	$141,091.44

SCHEDULE A

CREDITORS AND EXISTING INDEBTEDNESS

Creditors	Existing Indebtedness
SOLO ELECTRIC LTD. Per: ____________ I have authority to bind the Corporation 13205 McLaughlin Road Caledon, ON L7C 2B1	$116,773.68
CANADIAN CONCRETE FORMING LTD. Per: ____________ I have authority to bind the Corporation 100 Creditstone Road Concord, ON L4K 1P2	$151,158.41
E.D. CARPENTRY LIMITED Per: ____________ I have authority to bind the Corporation 3302 Cardross Road Mississauga, ON L4X 2N2	$ 201,511.34 I
PAVE PLUMBING & HEATING INC. Per: ____________ Pat Di Stefano - President I have authority to bind the Corporation 360 Enford Road Richmond Hill, ON L4C 3G1	$141,091.44

SCHEDULE A

CREDITORS AND EXISTING INDEBTEDNESS

Creditors	Existing Indebtedness
SOLO ELECTRIC LTD. Per:________________ I have authority to bind the Corporation 13205 McLaughlin Road Caledon, ON L7C 2B1	$116,773.68
CANADIAN CONCRETE FORMING LTD. Per: ________________ I have authority to bind the Corporation 100 Creditstone Road Concord, ON L4K 1P2	$151,158.41
E.D. CARPENTRY LIMITED Per:________________ I have authority to bind the Corporation 3302 Cardross Road Mississauga, ON L4X 2N2	$ 201,511.34 I
PAVE PLUMBING & HEATING INC. Per: ________________ Pat Di Stefano - President I have authority to bind the Corporation 360 Enford Road Richmond Hill, ON L4C 3G1	$141,091.44

156

MEDI GROUP INCORPORATED — $377,358.08

Per:____________________

DOMINIC MONTEMURRO

I have authority to bind the Corporation

56 Brockport Drive
Toronto, ON M9W 5N1

PILBRO III INC. — $425,712.57

Per:____________________

Tony Pileggi –

I have authority to bind the Corporation

13 Roxaline Street
Etobicoke, ON M9P 2Y6

FOREMONT DRYWALL CONTRACTING Partnership by FOREMONT DRYWALL INC. — $253,932.58

Per:____________________

I have authority to bind the Corporation

495 Deerhurst Drive
Brampton, ON L6T 5K3

157

MEDI GROUP INCORPORATED Per:________________________ I have authority to bind the Corporation 56 Brockport Drive Toronto, ON M9W 5N1	[illegible]
PILBRO III INC. Per:________________________ Tony Pileggi – I have authority to bind the Corporation 13 Roxaline Street Etobicoke, ON M9P 2Y6	$425,712.57
FOREMONT DRYWALL CONTRACTING Partnership by FOREMONT DRYWALL INC. Per:________________________ I have authority to bind the Corporation 495 Deerhurst Drive Brampton, ON L6T 5K3	$253.932.58

MEDI GROUP INCORPORATED Per:____________________ I have authority to bind the Corporation 56 Brockport Drive Toronto, ON M9W 5N1	[illegible]
PILBRO III INC. Per:____________________ Tony Pileggi – I have authority to bind the Corporation 13 Roxaline Street Etobicoke, ON M9P 2Y6	$425,712.57
FOREMONT DRYWALL CONTRACTING Partnership by FOREMONT DRYWALL INC. Per:____________________ I have authority to bind the Corporation 495 Deerhurst Drive Brampton, ON L6T 5K3	$253,932.58

SCHEDULE B

TOLLING AGREEMENT

(Dated December 17th, 2012)

BETWEEN:

Ashcott Mews Developments Inc., Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc. and D&I Developments Inc. (collectively, the "Silver Stream Parties") and IMRAN JINNAH (the "Principal")

- and -

Those parties set out on Schedule "A" hereto (individually a "Contractor", and collectively the "Contractors")

WHEREAS:

A. The Silver Stream Parties and the Contractors entered into various contracts (the "Contracts") pursuant to which the Contractors agreed to supply and install labour, materials, works and services to projects known as Phase 1 and Phase 2 of the Symphony Series Development located in the Town of Richmond Hill (the "Projects");

B. The Contactors supplied such services, labour and materials to the Projects, pursuant to the Contracts;

C. The Silver Stream Parties are currently indebted to the Contractors for those amounts as set out on Schedule "A" hereto (the "Indebtedness") and the parties herein have agreed to extend all applicable limitation periods and related defences in relation to the claims for the Indebtedness (the "Contractor Claims") which may be asserted as against the Silver Stream Parties and the Principal by the Contractors or any one of them under this Agreement of which this Schedule "B" forms part, dated the 17th day of December, 2012 (the "Settlement Agreement").

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, the parties hereto covenant and agree as follows:

1. The running of any and all statutory limitation periods, including, without limiting the generality of the foregoing, the limitation period set out in the *Limitations Act*, 2002, S.O., c.24, as amended, the defence of laches, and all other statutes and rules of substance or procedure governing or pertaining to the time for the bringing of any and all actions, applications or other proceedings by any Contractor against any or all of the Silver Stream Parties and the Principal with respect to, or arising out of, or related to the Contractor Claims, have been and are hereby suspended and tolled from the effective date of this agreement to a period of three years thereafter, or until such other time as this agreement is terminated in accordance with its terms (the "Suspension Period").

2. For greater certainty, and except if such Contractor is in contravention of the Settlement Agreement, any action, application or other proceeding commenced by any Contractor against any or all of the Silver Stream Parties and the Principal during the Suspension Period shall be treated for the purpose of any limitation period, or the defence of laches, as though it was commenced on the business day prior to the commencement of the Suspension Period. Any action, application or other proceeding by any Contractor against any of the Silver Stream Parties and the Principal after the Suspension Period shall be treated, for the purpose of the consideration of any limitation period or defence of laches, as though the limitation period or delay did not run during the Suspension Period;

3. Either party, on written notice to the other, can terminate this Agreement at any time upon providing the other party with 30 days written notice of termination. Notice to terminate shall be delivered by facsimile as follows:

161

a. If to Contractors:

c/o Baker Schneider Ruggiero LLP
Attention: Gerald Warner
Fax: 416-363-0645

b. If to Silver Stream Parties and the Principal:

c/o Law Offices of Jack Greenberg
Attention: Jack Greenberg
Fax: 416 485-3246

4. Nothing in this Tolling Agreement is to be taken as any acknowledgment of any liability by the Silver Stream Parties, the Principal or the Contractors, nor as any acknowledgment by any of the Contractors that any limitation period is applicable or would expire or that any defence of laches would apply but for this Tolling Agreement.

5. This Tolling Agreement may be executed in counterparts (by original or facsimile), which together shall constitute a binding agreement.

6. This Tolling Agreement shall bind and inure to the benefit of the parties hereto and their respective agents, successors and assigns.

7. This Tolling Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario.

IN WITNESS WHEREOF, the parties have executed this Tolling Agreement effective as of the date first above written.

ASHCOTT MEWS DEVELOPMENTS INC.	**SILVER STREAMS HOMES INC.**
Per:________________	Per:________________
Name:	Name:
Title:	Title:
I have the authority to bind the Corporation	I have the authority to bind the Corporation

162

SILVER STREAMS HOMES (PUCCINI) INC.

Per:____________________________
Name:
Title:

I have the authority to bind the Corporation

D&I DEVELOPMENTS INC.

Per:____________________________
Name:
Title:

I have the authority to bind the Corporation

____
WITNESS

____
IMRAN JINNAH

163

Subject: FW: Greenberg- Silver Stream
Date: Thursday, 21 May, 2015 12:07:03 PM Eastern Daylight Time
From: Emilio Bisceglia <ebisceglia@lawtoronto.com>
[redacted]
CC: sturajlich@lawtoronto.com <sturajlich@lawtoronto.com>

From: Marco Drudi [mailto:mdrudi@dakllp.com]
Sent: Thursday, May 21, 2015 8:45 AM
To: Emilio Bisceglia; 'Stephen Schwartz'; jklein@kalaw.ca; jlong@kmlaw.ca
Subject: Greenberg

Please see the documents within Greenberg's "Tarion" file.

This is Exhibit "B" *referred to in the affidavit of* DANIELA GAGLIO *sworn before me, this* 12TH *day of* JUNE *20*15

A COMMISSIONER FOR TAKING AFFIDAVITS
SONJA TURAJLICH

III TARION
PROTECTING ONTARIO'S NEW HOME BUYERS

Tarion Warranty Corporation
5160 Yonge Street, 12th Floor
Toronto, Ontario M2N 6L9
Toll-Free: 1-877-982-7466
www.tarion.com

164

July 31, 2013

Imran Jinnah
Silver Streams Homes
Box No. 30534, 10660 Yonge St.
RICHMOND HILL ON L4C 0C7

Dear Imran Jinnah:

Re: **Conditions of Registration**
Reference No. 34331 – Silver Streams Homes Inc.
Reference No. 40567 – Whitby Mews Developments Inc.
Reference No. 40559 – 2147650 Ontario Inc.
Reference No. 40568 – 2148990 Ontario Inc.
Reference No. 40569 – 2148993 Ontario Inc.
Reference No. 40565 – 2148991 Ontario Inc.
Reference No. 40570 – 2147681 Ontario Inc.

I refer to your application received for registration with Tarion Warranty Corporation ("Tarion"). Under the guidelines of Builder Bulletin 28 (Revised), Tarion has completed its assessment for security purposes.

I propose to make your registration with Tarion subject to the following conditions:

1. The blanket security in the amount of **$1,240,000** currently held with Tarion will be maintained. The total blanket security will cover all obligations owed or which will be owed by the above named registrant to Tarion however they arise.

   The release of security will be dependent on the expiry of both deposit and warranty coverage. If all issues are not resolved, the security will remain in place at the discretion of the Registrar.

2. You will use **Silver Streams Homes Inc., Reference Number 34331**, as the builder for all freehold units under the umbrella of **Silver Streams Homes**. Should circumstances change and you enter into a contract with another builder, you will inform Tarion of the name, registration number, and provide a copy of the contract. A new risk assessment to determine the terms and conditions for the project will be conducted.

3. **Whitby Mews Developments Inc.** shall not, without prior written consent, sell more than **FIVE (5)** freehold homes including the **TWO (2)** homes already enrolled located at 12 and 13 Bridlewood WHITBY.

4. **2147650 Ontario Inc.** shall not, without prior written consent, sell more than the **ONE (1)** home already enrolled located lot 52 Puccini Dr., RICHMOND HILL.

5. **2148990 Ontario Inc.** shall not, without prior written consent, sell more than **TWENTY (20)** including the **TEN (10)** homes already enrolled located at 19, 21, 18, 20 and 22 Rossini Dr., RICHMOND HILL and 64, 66, 68, 70 and lot 25 Puccini Dr., RICHMOND HILL.

6. **2148993 Ontario Inc.** shall not, without prior written consent, sell more than **SEVEN (7)** freehold homes including the three (3) home already enrolled located at 80 and 84 Puccini Dr., RICHMOND HILL and 4 Pavarotti St., RICHMOND HILL

7. **2148991 Ontario Inc.** shall not, without prior written consent, sell more than **FOURTY-EIGHT (48)** homes.

8. **2147681 Ontario Inc.** shall not, without prior written consent, sell more than the **EIGHTEEN (18)** homes including the seven (7) already enrolled located at lots 61 Puccini Dr., RICHMOND HILL, and 57, 58, 60, 62, 64 and 66 Rossini Dr., RICHMOND HILL.

9. Tarion Warranty Corporation (Tarion) has conducted a credit check on your companies, which indicated statements of claims/construction liens for the following:

   a. $930,120 - Con-Drain Company (1983) Limited

   Please provide a summary of your defense with respect to the above. Further, please provide the particulars regarding whether the statements of claim have been satisfied.

At each renewal, a risk assessment will be conducted to review security requirements. Should complaints or claims exist against the vendor or builder it would have a negative impact on the release of the security.

If you do not maintain an active registration, any security held will be maintained until all warranty obligations are met.

I am prepared to consider your registration with Tarion if the foregoing conditions are acceptable to you. These conditions of registration do not restrict the Registrar from placing further conditions on your registration that are deemed to be appropriate.

Please confirm your acceptance of these conditions of registration by signing and returning the duplicate copy of this letter by **June 19, 2012** . Your application **will not** be approved until a signed copy of the terms and condition letter is returned. If you have any

1666

questions, please contact Hiliary Scarlett at 416-229-9200 ext. 3167 or toll free at 1-877-982-7466.

Sincerely,

John Becevello

John Becevello, CA
Deputy Registrar

CONSENTED AND AGREED TO:

Vendor/Builder: Silver Streams Homes Inc.
Reference No.: 34331

By:
(Corporate seal where applicable) ______________________________
Signature of Authorized Signing Officer

____
Print Name of Authorized Signing Officer

Vendor/Builder: Whitby Mews Developments Inc.
Reference No.: 40567

By:
(Corporate seal where applicable) ______________________________
Signature of Authorized Signing Officer

____
Print Name of Authorized Signing Officer

Vendor/Builder: 2147650 Ontario Inc.
Reference No.: 40559

By:
(Corporate seal where applicable) ______________________________
Signature of Authorized Signing Officer

____
Print Name of Authorized Signing Officer

Vendor/Builder: 2148990 Ontario Inc.
Reference No.: 40568

By:
(Corporate seal where applicable) Signature of Authorized Signing Officer

Print Name of Authorized Signing Officer

Vendor/Builder: 2148993 Ontario Inc.
Reference No.: 40569

By:
(Corporate seal where applicable) Signature of Authorized Signing Officer

Print Name of Authorized Signing Officer

Vendor/Builder: 2148991 Ontario Inc.
Reference No.: 40565

By:
(Corporate seal where applicable) Signature of Authorized Signing Officer

Print Name of Authorized Signing Officer

Vendor/Builder: 2147681 Ontario Inc.
Reference No.: 40570

By:
(Corporate seal where applicable) Signature of Authorized Signing Officer

Print Name of Authorized Signing Officer

168

Jack Greenberg

From: Imran Jinnah <imranjinnah@hotmail.com>
Sent: Thursday, August 01, 2013 11:53 AM
To: Jack Greenberg; Asma Jinnah
Subject: FW: Terms and Conditions - 34331, 40567, 40559, 40568, 40569, 40565, 40570
Attachments: pntc04.newhome.on.ca_Exchange_08-01-2013_09-30-04.pdf

Hi Jack

Attached is the Assessment letter from Tarion

They are unwilling to reduce the deposit under Condition #9 is explained.

This condition deals with the Condrain Lien issue which was resolved some time back.

Can you please send her an explanation on this.

Meanwhile, should I will sign this document and send it back to her.

Thanks & Regards

Imran

> From: Hiliary.Scarlett@TARION.COM
> To: imranjinnah@hotmail.com; asmajinnah@hotmail.com
> Subject: FW: Terms and Conditions - 34331, 40567, 40559, 40568, 40569, 40565, 40570
> Date: Thu, 1 Aug 2013 14:13:52 +0000
>
> Good Morning Imran,
>
>
> I acknowledge your request for a reduction in security. At this point we are not in a position to review as there is a large statement of claim outstanding as addressed in condition #9 in the attached letter.
>
> Once the backup documentation has been provided to our satisfaction, we will be in a position to review for a release. This is providing all other aspects of the registration remain the same (ie. No additional chargeables/claims)
>
> Thanks, Hiliary
>
> -----Original Message-----
> From: Ekua Kariuki
> Sent: August-01-13 9:43 AM
> To: imranjinnah@hotmail.com
> Cc: Hiliary Scarlett
> Subject: Terms and Conditions - 34331, 40567, 40559, 40568, 40569, 40565, 40570
>

169

>
> Hello,
>
> Please find attached your terms and conditions of registration. Sign and send back via fax or email. Please note, all conditions (ie. Security requirements) must be met to in order to complete the registration process. Originals have been sent via regular mail.
>
> If you require any assistance, please contact Hiliary Scarlett at 1-877-982-7466 or (416) 229-9200 ext. 3167 or e-mail hiliary.scarlett@tarion.com. If you would like to fax your signed terms and conditions letter our fax number is 416-229-3843.
>
> Thanks,
>
> Ekua Kariuki
> Licensing and Underwriting
>

Jack Greenberg

From:	Hiliary Scarlett <Hiliary.Scarlett@TARION.COM>
Sent:	Wednesday, October 16, 2013 11:52 AM
To:	Lori Krstevski
Cc:	Jack Greenberg
Subject:	FW: Silver Streams
Attachments:	let to tarion.3.pdf; PARCEL REGISTER.pdf; DISCHARGE NO. 1.pdf; DISCHARGE NO. 2.pdf

Morning Lori,

Please review for Silver Streams homes at your earliest convenience.

Thanks, Hiliary

From: Jack Greenberg [mailto:jack@greenberglawyers.ca]
Sent: October-16-13 10:32 AM
To: Hillary Scarlett
Subject: Silver Streams

Please see attached for your review

Regards

Jack Greenberg

Law Offices of Jack Greenberg
Barristers & Solicitors
Suite 204
181 Eglinton Ave East
Toronto, Ontario
M4P 1J4

TEL: 416-485-8833
FAX: 416-485-3246
E-MAIL: jackgreenberg@greenberglawyers.ca

Law Offices of Jack Greenberg

Delivered by e-mail to Hilary.Scarlett@Tarion.com October 16, 2013

No. of pages: 20 (including this page) Time: 10:20 A .M.

This message is intended for the use of the individual to whom it is addressed and may contain information that is confidential. If you have received this communication in error, please destroy it and notify Daniela immediately at (416) 485-8833

Tarion Warranty Corporation
5160 Yonge Street, 12th Floor
Toronto, Ontario M2N 6L9

Attention: Ms. Hilary Scarlett

Dear Madame:

Re: Silver Streams Homes Inc. et al – Registration Numbers 34331, 40567, 40559, 40568, 40569, 40565 and 40570

Please be advised that I am the solicitor for Silver Streams Homes Inc. et al, the registrants under the aforesaid numbers, and a copy of your renewal letter of July 31, 2013 has been sent to me for reply in connection with Condition 9 thereof. The claim for lien referred to therein and which was registered for $930,120 was registered on February 9, 2010 under Instrument Number YR 1439547 in the Land Registry Office for the Land Titles Division of York (No. 65) and was never perfected by registration of a Certificate of Action. It also only relates to the lands of my clients known as Phase 2 consisting of 50 homes in 2 plans of 25 each("Plan 2" and "Plan 3").

In connection with the Plan 2 lands, this Construction Lien was discharged in full on May 27, 2011 under a Discharge of Lien registered as # YR 1653487 (copy enclosed). This Lien is no longer registered on any of those 25 homes in Plan 2.

In connection with the Plan 3 lands, this Lien was discharged even before the Plan was registered under Instrument No. YR 1775346 on January 24, 2012 (copy enclosed). Accordingly, this Lien is not registered on any of the Plan 3 lands either and has been totally removed from all applicable lands by these 2 Discharges of Lien. To confirm same, I am enclosing a copy of the parcel registers (with deleted instruments shown) which show the prior Claim for lien having been deleted and the Discharge.

I understand that this old issue is holding up the release of a portion of the funds/Letter of credit which my clients' have on deposit with respect to 20 homes in the first phase of the Puccini Subdivision lands which have nothing to do with the above Lien. Accordingly, I trust you will now be in a position to release that $200,000 back to Bank of Montreal which provided the Letter of Credit for same.

Suite 204, 181 Eglinton Avenue East, Toronto, Ontario, M4P 1J4 Tel: (416) 485-8833 Fax: (416) 485-3246
E-Mail: jackgreenberg@greenberglawyers.ca

Please contact my office if you require any further information.

Yours truly

Jack Greenberg
JG/mmm/2008-044/let to tarion.3

Suite 204, 181 Eglinton Avenue East, Toronto, Ontario, M4P 1J4 Tel: (416) 485-8833 Fax: (416) 485-3246
E-Mail: jackgreenberg@greenberglawyers.ca

173

Ontario ServiceOntario

LAND REGISTRY OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03206-3409 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PREPARED FOR Greenberg
ON 2012/07/30 AT 10:07:49

PROPERTY DESCRIPTION: PT LT 2, PLN M807 . S/T EASE AS IN LB47081; TOWN OF RICHMOND HILL

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
DIVISION FROM 03206-3155

PIN CREATION DATE:
2011/03/21

OWNERS' NAMES
2147650 ONTARIO INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2011/03/23 **						
NOTE: THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY						
668302	1959/12/16	PLAN REFERENCE				C
LB47081	1959/12/29	TRANSFER EASEMENT			THE CORPORATION OF THE TOWNSHIP OF KING	C
65R30307	2007/09/19	PLAN REFERENCE				C
YR1069022	2007/10/01	TRANSFER	$1,320,000	ALEXANDRIS, JOHN ALEXANDRIS, MARY	2147650 ONTARIO INC	C
YR1069023	2007/10/01	CHARGE	$1,150,000	2147650 ONTARIO INC	ALEXANDRIS, JOHN ALEXANDRIS, MARY	C
YR1254039	2008/11/14	CHARGE	$2,400,000	2147650 ONTARIO INC.	PUCCINI MORTGAGE CORP	C
YR1273815	2009/01/05	CHARGE	$5,600,000	2147650 ONTARIO INC.	DAPAUL MANAGEMENT LIMITED	C
YR1274464	2009/01/07	POSTPONEMENT REMARKS: YR1254039 TO YR1273815		PUCCINI MORTGAGE CORP	DAPAUL MANAGEMENT LIMITED	C
65R31414	2009/02/20	PLAN REFERENCE				C
YR1386722	2009/10/07	CHARGE	$1,500,000	2147650 ONTARIO INC.	388142 ONTARIO LIMITED	C
65R32310	2010/01/04	PLAN REFERENCE		*** DELETED AGAINST THIS PROPERTY ***		
YR1433347	2010/02/05	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** CON-DRAIN COMPANY (1983) LTD		

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.

174

ServiceOntario

LAND REGISTRY OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03206-3408 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PREPARED FOR Greenberg
ON 2012/07/18 AT 10:07:43

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR1461947	2010/04/07	CERTIFICATE		*** DELETED AGAINST THIS PROPERTY *** CON-DRAIN COMPANY (1993) LTD.		
REMARKS: ACTION RE YR1439587						
YR1518862	2010/08/25	RESTRICTION-LAND		*** DELETED AGAINST THIS PROPERTY *** 2148990 ONTARIO INC 2148993 ONTARIO INC 2147450 ONTARIO INC. 2147681 ONTARIO INC		
REMARKS: NO TRANSFER OF CHARGE WITHOUT THE CONSENT OF TOWN SOLICITOR, ASSISTANT TOWN SOLICITOR OR CHIEF ADMINISTRATIVE OFFICER OF TOWN OF RICHMOND HILL PT LT 2 PL M867 - PTS 1 & 2 65R32116						
YR1531749	2010/09/21	NO SUB AGREEMENT		*** DELETED AGAINST THIS PROPERTY *** THE CORPORATION OF THE TOWN OF RICHMOND HILL	2147650 ONTARIO INC 2147681 ONTARIO INC 2148990 ONTARIO INC 2148993 ONTARIO INC	
REMARKS: PT LT 2 PL M807, BEING PTS 1 & 2 65R32116 , RICHMOND HILL ; S/T EASE ON PT 1 65R30307 AS IN LT43683						
YR1563339	2010/10/15	TRANSFER OF CHARGE		ALEXANDRIS, JOHN ALEXANDRIS, MARY	53 PUCCINI MORTGAGE CORP.	C
REMARKS: YR1053023						
YR1563367	2010/10/15	NOTICE	$2	2147450 ONTARIO INC.	53 PUCCINI MORTGAGE CORP.	C
REMARKS: YR1053023						
YR1570982	2010/11/04	POSTPONEMENT		53 PUCCINI MORTGAGE CORP.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS. YR1053023 ,YR1563339 TO YR1563367						
YR1570983	2010/11/04	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** DAPAUL MANAGEMENT LIMITED	THE CORPORATION OF THE TOWN OF RICHMOND HILL	
REMARKS. YR1273915 TO YR1553743						
YR1570984	2010/11/04	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** PUCCINI MORTGAGE CORP	THE CORPORATION OF THE TOWN OF RICHMOND HILL	
REMARKS: YR1256619 TO YR1553743						
YR1570985	2010/11/04	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** 398245 ONTARIO LIMITED	THE CORPORATION OF THE TOWN OF RICHMOND HILL	
REMARKS: YR1390712 TO YR1553743						
YR1570996	2010/11/04	APL (GENERAL)		*** DELETED AGAINST THIS PROPERTY *** CON-DRAIN COMPANY (1983) LTD.	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.

175

Ontario ServiceOntario

LAND REGISTRY OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03206-3408 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PREPARED FOR Greenberg ON 2012/07/20 AT 10:07:44

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
REMARKS: YR1419547,YR1461967 TO YR1651743						
YR1657354	2011/06/02	CHARGE	$2,000,000	2147650 ONTARIO INC.	53 PUCCINI MORTGAGE CORP.	C
YR1657355	2011/06/02	CHARGE	$3,200,000	2147650 ONTARIO INC	NASTELL INVESTMENTS LIMITED	C
65R33105	2011/07/11	PLAN REFERENCE				C
YR1775152	2012/01/24	CHARGE	$20,000,000	2147650 ONTARIO INC.	BANK OF MONTREAL	C
YR1775153	2012/01/24	NO ASSGN RENT GEN		2147650 ONTARIO INC	BANK OF MONTREAL	C
REMARKS: YR1775152						
YR1775544	2012/01/24	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** CON-DRAIN COMPANY (1983) LTD		
REMARKS: YR1419547.						
YR1787641	2012/02/13	NOTICE	$2	NASTELL INVESTMENTS LIMITED	2147650 ONTARIO INC.	C
REMARKS: YR1657655						
YR1805185	2012/04/04	RESTRICTION-LAND		2147650 ONTARIO INC 2148993 ONTARIO INC. 2148990 ONTARIO INC		C
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 1 & 2, PL 65R33105						
YR1812419	2012/04/20	NO SUB AGREEMENT		THE CORPORATION OF THE TOWN OF RICHMOND HILL	2147650 ONTARIO INC 2148990 ONTARIO INC. 2148993 ONTARIO INC.	C
REMARKS: PTS 1 & 2, PL 65R33105						
YR1812185	2012/04/23	POSTPONEMENT		53 PUCCINI MORTGAGE CORP	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1043023 & YR1567347 TO YR1812419						
YR1812186	2012/04/23	POSTPONEMENT		DAPAOL MANAGEMENT LIMITED	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1273825 TO YR1812419						
YR1812187	2012/04/23	POSTPONEMENT		PUCCINI MORTGAGE CORP.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1256139 TO YR1812419						
YR1812188	2012/04/23	POSTPONEMENT		388241 ONTARIO LIMITED	THE CORPORATION OF THE TOWN OF RICHMOND HILL	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.

176

Ontario ServiceOntario

LAND REGISTRY OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03206-3408 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PREPARED FOR Greenberg
ON 2012/07/24 AT 10:07:49

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
REMARKS: YR1396722 TO YR1811419						
YR1812189	2012/04/23	POSTPONEMENT		53 PUCCINI MORTGAGE CORP.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS. YR1617654 TO YR1811419						
YR1812190	2012/04/23	POSTPONEMENT		MASTELL INVESTMENTS LIMITED	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS. YR1657655 & YR1782141 TO YR1811419						
YR1812194	2012/04/23	POSTPONEMENT		BANK OF MONTREAL	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1775222 & YR1775152 TO YR1811419						
65M4331	2012/07/20	PLAN SUBDIVISION				
YR1857148	2012/07/20	PLAN DOCUMENT		2148993 ONTARIO INC. 2147650 ONTARIO INC 2148990 ONTARIO INC		
YR1857147	2012/07/20	APL LIN ORDER-LAND		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

177

Ontario ServiceOntario

LAND REGISTRY OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03288-3410 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PREPARED FOR Greenberg
ON 2012/07/20 AT 10:08:29

PROPERTY DESCRIPTION: PART OF LT 1, PLN M807 , S/T LR43091, TOWN OF RICHMOND HILL

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
DIVISION FROM 03206-0303

PIN CREATION DATE:
2011/03/23

OWNERS' NAMES
2147650 ONTARIO INC

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2011/03/23 **						
NOTE: THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY						
LR43091	1959/12/29	TRANSFER EASEMENT			THE CORPORATION OF THE TOWNSHIP OF KING	C
YR1083321	2007/10/02	TRANSFER	$2,300,000	ALEXANDRIS, JOHN ALEXANDRIS, MARY	2147650 ONTARIO INC	C
YR1089332	2007/10/01	CHARGE	$1,190,000	2147650 ONTARIO INC	ALEXANDRIS, JOHN ALEXANDRIS, MARY	C
YR1253414	2008/11/14	LR'S ORDER		LAND REGISTRAR		C
REMARKS: YR1083322 - AMEND OWNERS FIELD						
YR1254039	2008/11/14	CHARGE	$2,600,000	2147650 ONTARIO INC.	PUCCINI MORTGAGE CORP	C
YR1273825	2009/01/05	CHARGE	$2,500,000	2147650 ONTARIO INC	DAPAUL MANAGEMENT LIMITED	C
YR1274384	2009/01/07	POSTPONEMENT		PUCCINI MORTGAGE CORP.	DAPAUL MANAGEMENT LIMITED	C
REMARKS: YR1254039 TO YR1273825						
65R31414	2009/01/26	PLAN REFERENCE				C
YR1786722	2009/11/03	CHARGE	$1,500,000	2147650 ONTARIO INC	188242 ONTARIO LIMITED	C
YR1439547	2010/02/05	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** CON-DRAIN COMPANY (1983) LTD		C
YR1461547	2010/04/07	CERTIFICATE		*** DELETED AGAINST THIS PROPERTY *** CON-DRAIN COMPANY (1983) LTD.		
REMARKS: ACTION RE YR1439547						

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

Ontario ServiceOntario

LAND REGISTRY OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03296-3418 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR1563339	2010/10/19	TRANSFER OF CHARGE		ALEXANDRIS, JOHN ALEXANDRIS, MARY	53 PUCCINI MORTGAGE CORP	C
	REMARKS: YR1032023.					
YR1563347	2010/10/19	NOTICE	$2	2147650 ONTARIO INC	53 PUCCINI MORTGAGE CORP	C
	REMARKS: YR1032023					
YR1570381	2010/11/04	POSTPONEMENT		53 PUCCINI MORTGAGE CORP.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
	REMARKS: YR1032023, YR1563339 TO YR1[illegible]					
YR1657354	2011/06/02	CHARGE	$2,000,000	2147650 ONTARIO INC.	53 PUCCINI MORTGAGE CORP.	C
YR1657355	2011/06/02	CHARGE	$3,200,000	2147650 ONTARIO INC.	NASTELL INVESTMENTS LIMITED	C
65R33105	2011/07/11	PLAN REFERENCE				C
YR1775152	2012/01/24	CHARGE	$10,000,000	2147650 ONTARIO INC	BANK OF MONTREAL	C
YR1775153	2012/01/24	NO ASSGN RENT GEN		2147650 ONTARIO INC	BANK OF MONTREAL	C
	REMARKS: YR1775152					
YR1775366	2012/01/24	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** CON-DRAIN COMPANY (1983) LTD		
	REMARKS: YR1419547					
YR1783161	2012/02/13	NOTICE	$2	NASTELL INVESTMENTS LIMITED	2147650 ONTARIO INC.	C
	REMARKS: YR1657355					
YR1805185	2012/04/06	RESTRICTION-LAND		2147650 ONTARIO INC. 2148993 ONTARIO INC 2148990 ONTARIO INC.		C
	REMARKS: NO TRANSFER OR CHARGE OF THE LANDS DESCRIBED IN THE PROPERTIES SET ABOVE SHALL BE REGISTERED WITHOUT THE CONSENT OF THE TOWN SOLICITOR, ASSISTANT TOWN SOLICITOR OF THE CAO OF THE CORPORATION OF THE TOWN OF RICHMOND HILL. PTS 4 & 5, PL 65R33105					
YR1807687	2012/04/12	LR'S ORDER		LAND REGISTRAR LRO#65		C
	REMARKS: AMEND DESCRIPTION TO READ PT LOT 2.					
YR1811439	2012/04/20	NO SUB AGREEMENT		THE CORPORATION OF THE TOWN OF RICHMOND HILL	2147650 ONTARIO INC 2148990 ONTARIO INC 2148993 ONTARIO INC	C
	REMARKS: PTS 4 & 5, PL 65R33105					

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.

179

Ontario ServiceOntario

LAND REGISTRY OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03206-3430 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PREPARED FOR Greenberg
ON 2012/07/20 AT 10:08:2?

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR1812185	2012/04/23	POSTPONEMENT		53 PUCCINI MORTGAGE CORP.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1055027 & YR1563367 TO YR1811419						
YR1812186	2012/04/23	POSTPONEMENT		DAFAUL MANAGEMENT LIMITED	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1173815 TO YR1811419						
YR1812187	2012/04/23	POSTPONEMENT		PUCCINI MORTGAGE CORP.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1254035 TO YR1811419						
YR1812188	2012/04/23	POSTPONEMENT		398242 ONTARIO LIMITED	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1356712 TO YR1811419						
YR1812189	2012/04/23	POSTPONEMENT		53 PUCCINI MORTGAGE CORP	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS. YR1617854 TO YR1811419						
YR1812190	2012/04/23	POSTPONEMENT		NASTEAL INVESTMENTS LIMITED	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1637855 & YR1753261 TO YR1811419						
YR1812194	2012/04/23	POSTPONEMENT		BANK OF MONTREAL	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1775152 & YR1775153 TO YR1811419						
65M4351	2012/07/20	PLAN SUBDIVISION				
YR1857185	2012/07/20	PLAN DOCUMENT		2148993 ONTARIO INC 2147650 ONTARIO INC. 2148996 ONTARIO INC.		
YR1857197	2012/07/20	APL ISH ORDER-LAND		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.

180

Ontario ServiceOntario

LAND REGISTRY OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03206-3412 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PREPARED FOR Greenberg
ON 2012/07/20 AT 10:08:51

PROPERTY DESCRIPTION: PT LT 3 PLN M807; S/T EASE AS IN LB43081. TOWN OF RICHMOND HILL

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
DIVISION FROM 03206-0303

PIN CREATION DATE:
2011/03/23

OWNERS' NAMES
2147650 ONTARIO INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2011/03/23 **						
NOTE: THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY						
LB43081	1959/12/28	TRANSFER EASEMENT			THE CORPORATION OF THE TOWNSHIP OF KING	C
REMARKS: THIS DOCUMENT WAS RE-INSTATED ON 2011/08/05 AT 11:12 BY GAGNE, MAGGIE.						
YR1063022	2007/10/01	TRANSFER	$1,300,000	ALEXANDRIS, JOHN ALEXANDRIS, MARY	2147650 ONTARIO INC	C
YR1063101	2007/10/01	CHARGE	$1,150,000	2147650 ONTARIO INC	ALEXANDRIS, JOHN ALEXANDRIS, MARY	C
YR1253939	2008/11/14	LR'S ORDER		LAND REGISTRAR		C
REMARKS: YR1063022 - AMEND OWNERS FIELD						
YR1254039	2008/11/14	CHARGE	$1,600,000	2147650 ONTARIO INC	PUCCINI MORTGAGE CORP.	C
YR1273815	2009/01/05	CHARGE	$5,500,000	2147650 ONTARIO INC	DAPAUL MANAGEMENT LIMITED	C
YR1274564	2009/01/07	POSTPONEMENT		PUCCINI MORTGAGE CORP.	DAPAUL MANAGEMENT LIMITED	C
REMARKS: YR1254039 TO YR1273815						
65R31414	2009/01/20	PLAN REFERENCE				C
YR1386720	2009/10/07	CHARGE	$1,500,000	2147650 ONTARIO INC	348243 ONTARIO LIMITED	C
YR1439547	2010/02/09	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** CON-DRAIN COMPANY (1983) LTD		
YR1461947	2010/04/07	CERTIFICATE		*** DELETED AGAINST THIS PROPERTY *** CON-DRAIN COMPANY (1983) LTD		
REMARKS: ACTION RE YR1439547						

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.

181

Ontario ServiceOntario

LAND REGISTRY OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03206-3431 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PREPARED FOR Greenberg
ON 2012/07/20 AT 10:08:5[illegible]

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR1563339	2010/10/19	TRANSFER OF CHARGE		ALEXANDRIS, JOHN ALEXANDRIS, MARY	53 PUCCINI MORTGAGE CORP	C
REMARKS: YR1043023.						
YR1563367	2010/10/19	NOTICE	$2	2147650 ONTARIO INC	53 PUCCINI MORTGAGE CORP	C
REMARKS: YR1043023						
YR1570482	2010/11/04	POSTPONEMENT		53 PUCCINI MORTGAGE CORP.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1063023 ,YR1563339 TO YR1563367						
YR1656561	2011/06/01	LR'S ORDER		*** COMPLETELY DELETED *** LAND REGISTRAR, NO. 65		
REMARKS: DELETING THE S/T EASE LB43097 FROM THE THUMBNAIL AND INSTRUMENT FILE, APPEARS NOT TO AFFECT						
YR1657654	2011/06/02	CHARGE	$2,000,000	2147650 ONTARIO INC.	53 PUCCINI MORTGAGE CORP	C
YR1657655	2011/06/02	CHARGE	$5,200,000	2147650 ONTARIO INC	NASTELL INVESTMENTS LIMITED	C
YR1660374	2011/06/09	LR'S ORDER		LAND REGISTRAR, NO 65		C
REMARKS: ADDING S/T EASE AS IN LB43097 TO THE THUMBNAIL DESCRIPTION						
65R33105	2011/07/11	PLAN REFERENCE				C
YR1775152	2012/01/24	CHARGE	$10,000,000	2147650 ONTARIO INC.	BANK OF MONTREAL	C
YR1775153	2012/01/24	NO ASSGN RENT GEN		2147650 ONTARIO INC.	BANK OF MONTREAL	C
REMARKS: YR1775152						
YR1775146	2012/01/24	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** CON-DRAIN COMPANY (1983) LTD		
REMARKS: YR1438547.						
YR1783161	2012/02/13	NOTICE	$2	NASTELL INVESTMENTS LIMITED	2147658 ONTARIO INC	C
REMARKS: YR1657655						
YR1808185	2012/04/04	RESTRICTION-LAND		2147650 ONTARIO INC. 2148993 ONTARIO INC. 2148990 ONTARIO INC.		C
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 6 & 7, PL 65R33105						

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.

182

Ontario ServiceOntario

LAND
REGISTRY
OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03206-3411 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PREPARED FOR Greenberg
ON 2012/07/20 AT 10:08:51

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR1812419	2012/04/20	NO SUB AGREEMENT		THE CORPORATION OF THE TOWN OF RICHMOND HILL	2147650 ONTARIO INC 2148990 ONTARIO INC 2148993 ONTARIO INC	C
REMARKS: PTS 4 & 7, PL 65R33205						
YR1812185	2012/04/23	POSTPONEMENT		53 PUCCINI MORTGAGE CORP	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1043023 & YR1563367 TO YR1812419						
YR1812186	2012/04/23	POSTPONEMENT		DAPAUL MANAGEMENT LIMITED	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1273825 TO YR1812419						
YR1812187	2012/04/23	POSTPONEMENT		PUCCINI MORTGAGE CORP.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1254039 TO YR1812419						
YR1812184	2012/04/23	POSTPONEMENT		388241 ONTARIO LIMITED	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1386722 TO YR1812419						
YR1812189	2012/04/23	POSTPONEMENT		53 PUCCINI MORTGAGE CORP	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1457654 TO YR1812419						
YR1812190	2012/04/23	POSTPONEMENT		MARTEIL INVESTMENTS LIMITED	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1657655 & YR1783161 TO YR1812419						
YR1812194	2012/04/23	POSTPONEMENT		BANK OF MONTREAL	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1775252 & YR1775253 TO YR1812419						
65M4371	2012/07/20	PLAN SUBDIVISION				
YR1857183	2012/07/20	PLAN DOCUMENT		2148993 ONTARIO INC. 2147650 ONTARIO INC. 2148990 ONTARIO INC.		
YR1857197	2012/07/20	APL INH ORDER-LAND		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.

183

Ontario ServiceOntario

LAND REGISTRY OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03206-3450 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PREPARED FOR Greenberg
ON 2012/01/26 AT 10:59:21

PROPERTY DESCRIPTION: PT LT 2, PLN M807; S/T EASE AS IN LB43081; TOWN OF RICHMOND HILL

PROPERTY REMARKS: REMNANT OF PIN 03206-3155.

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
CROWN PATENT

PIN CREATION DATE:
2011/06/01

OWNERS' NAMES
2147650 ONTARIO INC

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2011/06/01 **						
NOTE: THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY						
65R402	1959/12/15	PLAN REFERENCE				C
LB43081	1959/12/29	TRANSFER EASEMENT			THE CORPORATION OF THE TOWNSHIP OF KING	C
65R30039	2007/09/19	PLAN REFERENCE				C
YR1063022	2007/10/01	TRANSFER	$1,100,000	ALEXANDRIS, JOHN ALEXANDRIS, MARY	2147650 ONTARIO INC	C
YR1063023	2007/10/01	CHARGE	$1,190,000	2147650 ONTARIO INC	ALEXANDRIS, JOHN ALEXANDRIS, MARY	C
YR1254039	2008/11/14	CHARGE	$1,600,000	2147650 ONTARIO INC.	PUCCINI MORTGAGE CORP.	C
YR1273815	2009/01/05	CHARGE	$5,500,000	2147650 ONTARIO INC.	DAPAUL MANAGEMENT LIMITED	C
YR1274164	2009/01/07	POSTPONEMENT REMARKS: YR1254039 TO YR1273815		PUCCINI MORTGAGE CORP	DAPAUL MANAGEMENT LIMITED	C
65R31416	2009/01/20	PLAN REFERENCE				C
YR1366721	2009/10/05	CHARGE	$1,500,000	2147650 ONTARIO INC.	368242 ONTARIO LIMITED	C
65R32110	2010/01/04	PLAN REFERENCE				C
YR1439547	2010/02/09	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** CON-DRAIN COMPANY (1983) LTD		C
YR1451947	2010/04/09	CERTIFICATE		*** 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.

184

Ontario ServiceOntario

LAND
REGISTRY
OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03206-3450 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PREPARED FOR Greenberg
ON 2012/07/18 AT 10:09:21

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
REMARKS: ACTION RE YR1439547				CON-DRAIN COMPANY (1983) LTD		
YR1563339	2010/10/15	TRANSFER OF CHARGE		ALEXANDRIS, JOHN ALEXANDRIS, MARY	53 PUCCINI MORTGAGE CORP	C
REMARKS: YR1053023						
YR1564367	2010/10/19	NOTICE	$1	2147650 ONTARIO INC	53 PUCCINI MORTGAGE CORP	C
REMARKS: YR1053023						
YR1657654	2011/04/02	CHARGE	$2,000,000	2147650 ONTARIO INC	53 PUCCINI MORTGAGE CORP	C
YR1657655	2011/06/02	CHARGE	$3,200,000	2147650 ONTARIO INC.	MASTELL INVESTMENTS LIMITED	C
65R33105	2011/07/11	PLAN REFERENCE				C
YR1775152	2012/01/24	CHARGE	$10,000,000	2147650 ONTARIO INC.	BANK OF MONTREAL	C
YR1775153	2012/01/24	NO ASSGN RENT GEN		2147650 ONTARIO INC.	BANK OF MONTREAL	C
REMARKS: YR1775152						
YR1775148	2012/01/24	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** CON-DRAIN COMPANY (1983) LTD.		
REMARKS: YR1439547.						
YR1783181	2012/02/13	NOTICE	$2	MASTELL INVESTMENTS LIMITED	2147650 ONTARIO INC	C
REMARKS: YR1457655						
YR1805185	2012/04/04	RESTRICTION-LAND		2147650 ONTARIO INC. 2148993 ONTARIO INC. 2148990 ONTARIO INC.		C
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. PT 1, 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	C
REMARKS: PT 1, PL 65R33105						
YR1812183	2012/04/23	POSTPONEMENT		53 PUCCINI MORTGAGE CORP.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1063023 & YR1563367 TO YR1811419						

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.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR1812184	2012/04/23	POSTPONEMENT		DAPAUL MANAGEMENT LIMITED	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1777815 TO YR1811419						
YR1812187	2012/04/23	POSTPONEMENT		PUCCINI MORTGAGE CORP.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1254029 TO YR1811419						
YR1812194	2012/04/23	POSTPONEMENT		388241 ONTARIO LIMITED	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1346723 TO YR1811419						
YR1812185	2012/04/23	POSTPONEMENT		53 PUCCINI MORTGAGE CORP.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1657654 TO YR1811419						
YR1812190	2012/04/23	POSTPONEMENT		MASTELL INVESTMENTS LIMITED	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1657655 & YR1793142 TO YR1811419						
YR1812194	2012/04/23	POSTPONEMENT		BANK OF MONTREAL	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1775852 & YR1775153 TO YR1811419						
65M4331	2012/07/20	PLAN SUBDIVISION				C
YR1857183	2012/07/20	PLAN DOCUMENT		2148643 ONTARIO INC. 2147650 ONTARIO INC. 2148690 ONTARIO INC.		
YR1857197	2012/07/20	APL INH ORDER-LAND		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.

185

186

LRO # 65 Discharge Of Construction Lien

The applicant(s) hereby applies to the Land Registrar.

Receipted as YR1653487 on 2011 05 27 at 10:02

yyyy mm dd

Properties

PIN	03206 - 3418 LT
Description	LOT 1, PLAN 65M4249 TOWN OF RICHMOND HILL
Address	RICHMOND HILL
PIN	03206 - 3423 LT
Description	LOT 6, PLAN 65M4249 SUBJECT TO AN EASEMENT IN GROSS OVER PT 8, 65R32917 AS IN YR1620851 TOWN OF RICHMOND HILL
Address	RICHMOND HILL
PIN	03206 - 3425 LT
Description	LOT 8, PLAN 65M4249; (2147681 ONTARIO INC. OWNS THAT PART LYING WITHIN THE LIMITS LT 4, PLN M807) (2148993 ONTARIO INC. OWNS THAT PART LYING WITHIN THE LIMITS LT 5, PLN M807) TOWN OF RICHMOND HILL
Address	RICHMOND HILL
PIN	03206 - 3426 LT
Description	LOT 9, PLAN 65M4249 TOWN OF RICHMOND HILL
Address	RICHMOND HILL
PIN	03206 - 3427 LT
Description	LOT 10, PLAN 65M4249 TOWN OF RICHMOND HILL
Address	RICHMOND HILL
PIN	03206 - 3428 LT
Description	LOT 11, PLAN 65M4249 TOWN OF RICHMOND HILL
Address	RICHMOND HILL
PIN	03206 - 3429 LT
Description	LOT 12, PLAN 65M4249; (2147650 ONTARIO INC. OWNS THAT PART LYING WITHIN THE LIMITS LT 3, PLN M807) (2147681 ONTARIO INC. OWNS THAT PART LYING WITHIN THE LIMITS LT 4, PLN M807) TOWN OF RICHMOND HILL
Address	RICHMOND HILL
PIN	03206 - 3430 LT
Description	LOT 13, PLAN 65M4249; (2147650 ONTARIO INC. OWNS THAT PART LYING WITHIN THE LIMITS LT 3, PLN M807) (2147681 ONTARO INC. OWNS THAT PART LYING WITHIN THE LIMITS LT 4, PLN M807) TOWN OF RICHMOND HILL
Address	RICHMOND HILL
PIN	03206 - 3431 LT
Description	LOT 14, PLAN 65M4249; (2147650 ONTARIO INC. OWNS THAT PART LYING WITHIN THE LIMITS LT 3, PLN M807) (2147681 ONTARIO INC. OWNS THAT PART LYING WITHIN THE LIMITS LT 4, PLN M807) TOWN OF RICHMOND HILL
Address	RICHMOND HILL
PIN	03206 - 3432 LT
Description	LOT 15, PLAN 65M4249; (2147650 ONTARIO INC. OWNS THAT PART LYING WITHIN THE LIMITS OF LT 3, PLN M807) (2147681 ONTARIO INC. OWNS THAT PART LYING WITHIN THE LIMITS OF LT 4, PLN M807) TOWN OF RICHMOND HILL
Address	RICHMOND HILL
PIN	03206 - 3433 LT
Description	LOT 16, PLAN 65M4249 TOWN OF RICHMOND HILL
Address	RICHMOND HILL
PIN	03206 - 3434 LT
Description	LOT 17, PLAN 65M4249 SUBJECT TO AN EASEMENT IN GROSS OVER PTS 5 & 9 65R32917 AS IN YR1620830 TOWN OF RICHMOND HILL
Address	RICHMOND HILL
PIN	03206 - 3435 LT
Description	LOT 18, PLAN 65M4249,(2147650 ONTARIO INC. OWNS THAT PART LYING WITHIN THE LIMITS LT 3, PLN M807) (2147681 ONTARIO INC. OWNS THAT PART LYING WITHIN THE LIMITS LT 4, PLN M807) S/T EASEMENT LYING WITHIN THE LIMITS OF PT 8, 65R32110, AS IN LB43081 TOWN OF RICHMOND HILL
Address	RICHMOND HILL

Properties

PIN	03206 - 3436 LT
Description	LOT 19, PLAN 65M4249 TOWN OF RICHMOND HILL
Address	RICHMOND HILL

PIN	03206 - 3437 LT
Description	LOT 20, PLAN 65M4249 TOWN OF RICHMOND HILL
Address	RICHMOND HILL

PIN	03206 - 3438 LT
Description	LOT 21, PLAN 65M4249; S/T EASEMENT LYING WITHIN THE LIMITS OF PTS 2 & 3, 65R32110 AS IN LB43081 TOWN OF RICHMOND HILL
Address	RICHMOND HILL

Document to be Discharged

Registration No.	*Date*	*Type of Instrument*
YR1439547	2010 02 09	Construction Lien

Discharging Party(s)

The applicant applies to delete the selected lien and/or certificate of action.

Name	CON-DRAIN COMPANY (1983) LTD.
Address for Service	C/O KOSKIE MINSKY LLP 900-20 QUEEN STREET WEST TORONTO, ONTARIO M5H 3R3

I, NUNZIO BITONDO, A.S.O., have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Statements

The lien claimant, who is a party to the certificate of action, hereby consents to the release of the certificate of action registered as number YR1461947 registered on 2010/04/07 .

Schedule: THE APPLICANT DISCHARGES PART OF ITS RIGHTS UNDER THE SELECTED INSTRUMENTS YR1439547 AND YR1461947, IN RESPECT OF THE ABOVE-DESCRIBED LANDS ONLY. INSTRUMENTS NO. YR1439547 AND YR1461947 REMAIN IN FULL FORCE AND EFFECT AGAINST THE REMAINING LANDS THAT SUCH INSTRUMENTS ARE REGISTERED AGAINST.

The registration of this document is not prohibited by registration YR1538862.

Signed By

Jack Greenberg	204-181 Eglinton Av. E. Toronto M4P 1J4	acting for Applicant(s)	Signed	2011 05 27

Tel 4164858833

Fax 4164853246

I have the authority to sign and register the document on behalf of the Applicant(s)

Submitted By

JACK GREENBERG LAW OFFICE	204-181 Eglinton Av. E. Toronto M4P 1J4	2011 05 27

Tel 4164858833

Fax 4164853246

188

Fees/Taxes/Payment

Statutory Registration Fee	$60.00
Total Paid	$60.00

LRO # 65 **Discharge Of Construction Lien** Registered as YR1775346 on 2012 01 24 at 16:32

The applicant(s) hereby applies to the Land Registrar. yyyy mm dd Page 1 of 2

Properties

PIN	03206 - 3408 LT
Description	PT LT 2, PLN M807 ; S/T EASE AS IN LB43081; TOWN OF RICHMOND HILL
Address	RICHMOND HILL
PIN	03206 - 3410 LT
Description	LT 3, PLN M807 ; S/T LB43081; TOWN OF RICHMOND HILL
Address	RICHMOND HILL
PIN	03206 - 3411 LT
Description	PT LT 3 PLN M807; S/T EASE AS IN LB43081; TOWN OF RICHMOND HILL
Address	RICHMOND HILL
PIN	03206 - 3450 LT
Description	PT LT 2, PLN M807; S/T EASE AS IN LB43081; TOWN OF RICHMOND HILL
Address	RICHMOND HILL

Document to be Discharged

Registration No.	*Date*	*Type of Instrument*
YR1439547	2010 02 09	Construction Lien

Discharging Party(s)

The applicant applies to delete the selected lien and/or certificate of action.

Name	CON-DRAIN COMPANY (1983) LTD.
Address for Service	c/o Koskie Minsky LLP 900 - 20 Queen St. W. Toronto, ON M5H 3R3

I, NUNZIO BITONDO, CHIEF FINANCIAL OFFICER, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Document(s) to be Deleted

Registration No.	*Date*	*Type of Instrument*
YR1461947	2010/04/07	Certificate

Statements

The lien claimant releases the lien claimed in the claim for lien as in registration number YR1439547 registered on 2010/02/09 , and in respect to an improvement to the premises owned by 2147681 ONTARIO INC., 2147650 ONTARIO INC. and SILVER STREAMS HOMES INC. and described in the PIN(s) identified.

The lien claimant, who is a party to the certificate of action, hereby consents to the release of the certificate of action registered as number YR1461947 registered on 2010/04/07 .

There is no sheltering of another lien under Certificate of Action registered as number YR1461947 registered on 2010/04/07 .

Signed By

Jack Greenberg	204-181 Eglinton Av. E. Toronto M4P 1J4	acting for Applicant(s)	Signed	2011 12 21

Tel 4164858833

Fax 4164853246

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

JACK GREENBERG LAW OFFICE	204-181 Eglinton Av. E. Toronto M4P 1J4	2012 01 24

Tel 4164858833

Fax 4164853246

Fees/Taxes/Payment

Statutory Registration Fee	$60.00
Total Paid	$60.00

File Number

Discharging Party Client File Number : 100376

TARION
PROTECTING ONTARIO'S NEW HOME BUYERS

Tarion Warranty Corporation
5160 Yonge Street, 12th Floor
Toronto, Ontario M2N 6L9
Toll-Free: 1-877-982-7466
www.tarion.com

November 19, 2013
By mail

Private and Confidential

PRIVATE &
CONFIDENTIAL

Imran Jinnah
Silver Streams Homes Inc.
Box No. 30534, 10660 Yonge St.
RICHMOND HILL ON L4C 0C7

Dear Imran Jinnah:

Re: **Credit Check Items**
Reference Numbers: 34331 – Silver Streams Homes Inc.

Tarion Warranty Corporation (Tarion) has conducted a credit check that indicates the following Statement of Claim/Construction Liens are outstanding:

Plaintiff	Claim Amount	Particulars	Registration Number
BL Painting Co.	$116,000	Statement of Claim	SU116195-1
Pilbro III Inc.	$554,353	Construction Lien	YR2056986
Medi Group Incorporated	$521,675	Construction Lien	YR2057173
Pave Plumbing & Heating Inc.	$227,302	Construction Lien	YR2057677
Canadian Concrete Forming Limited	$216,201	Construction Lien	YR2057676
Gardell Flooring Ltd.	$94,922	Construction Lien	YR2057568
Foremont Drywall Inc., 1382479 Ontario Inc., 1382503 Ontario Inc., 2203579 Ontario Inc.	$434,577	Construction Lien	YR2057675
E. D. Carpenters Ltd.	$328,674	Construction Lien	YR2058240

This matter presents a concern to the Registrar of Tarion with respect to your financial position. **Please provide a summary of your defense and/or the particulars regarding whether these Statement of Claim and Construction Liens have been satisfied by providing proof of resolution for the above items.**

Please provide the necessary documentation by **December 3, 2013.** If you have any question, please contact me at (416) 229-3844, or Toll Free at 1-877-982-7466 Ext. 3326.

Yours sincerely,

Carmel V. Valencia, CMA
Underwriting Analyst
Licensing and Underwriting

TARION
PROTECTING ONTARIO'S NEW HOME BUYERS

Tarion Warranty Corporation
5160 Yonge Street, 12th Floor
Toronto, Ontario M2N 6L9
Toll-Free: 1-877-982-7466
www.tarion.com

November 25, 2013
By mail

Private and Confidential

PRIVATE &
CONFIDENTIAL

Imran Jinnah
Silver Streams Homes Inc.
Box No. 30534, 10660 Yonge St.
RICHMOND HILL ON L4C 0C7

Dear Imran Jinnah:

Re: **Credit Check Items**
Reference Numbers: **34331 – Silver Streams Homes Inc.**
40565 – 2148991 Ontario Inc.

Tarion Warranty Corporation (Tarion) has conducted a credit check that indicates the following Construction Liens are outstanding:

Plaintiff	Claim Amount	Particulars	Registration Number
1865721 Ontario Inc.	$91,518	Construction Lien	YR2059379
Solo Electric Ltd.	$186,364	Construction Lien	YR2058688
Renova Recycling (2000) Inc.	$29,392	Construction Lien	YR2060384

This matter presents a concern to the Registrar of Tarion with respect to your financial position. **Please provide a summary of your defense and/or the particulars regarding whether these Construction Liens have been satisfied by providing proof of resolution for the above items.**

Please provide the necessary documentation by **December 9, 2013.** If you have any question, please contact me at (416) 229-3844, or Toll Free at 1-877-982-7466 Ext. 3326.

Yours sincerely,

Carmel V. Valencia, CMA
Underwriting Analyst
Licensing and Underwriting

193

TARION

PROTECTING ONTARIO'S NEW HOME BUYERS

Tarion Warranty Corporation

5160 Yonge Street, 12th Floor
Toronto, Ontario M2N 6L9

Toll-Free: 1-877-982-7466
www.tarion.com

November 25, 2013
By mail

Private and Confidential

PRIVATE & CONFIDENTI[illegible]

Imran Jinnah
Silver Streams Homes
Box No. 30534, 10660 Yonge St.
RICHMOND HILL ON L4C 0C7

Dear Imran Jinnah:

Re: **Credit Check Items**
Reference Numbers: **40559 – 2147650 Ontario Inc.**
40568 – 2148990 Ontario Inc.
40569 – 2148993 Ontario Inc.
40570 – 2147681 Ontario Inc.

Tarion Warranty Corporation (Tarion) has conducted a credit check that indicates the following Statement of Claim / Construction Liens are outstanding:

Plaintiff	Claim Amount	Particulars	Registration Number
1865721 Ontario Inc.	$91,518	Construction Lien	YR2059379
Solo Electric Ltd.	$186,364	Construction Lien	YR2058688
Renova Recycling (2000) Inc.	$29,392	Construction Lien	YR2060384
Con-Drain Co (1983) Ltd.	$94,836	Statement of Claim	SU116355-1

This matter presents a concern to the Registrar of Tarion with respect to your financial position. **Please provide a summary of your defense and/or the particulars regarding whether these Statement of Claim and Construction Liens have been satisfied by providing proof of resolution for the above items.**

Please provide the necessary documentation by **December 9, 2013**. If you have any question, please contact me at (416) 229-3844, or Toll Free at 1-877-982-7466 Ext. 3326.

Yours sincerely,

Carmel V. Valencia, CMA
Underwriting Analyst
Licensing and Underwriting

194

Jack Greenberg

From: Imran Jinnah <imranjinnah@hotmail.com>
Sent: Tuesday, January 07, 2014 2:32 PM
To: Stephen Schwartz; Jack Greenberg; Asma Jinnah
Subject: FW: Silver Stream Homes - Credit Check Items

Hi Stephen

Please contact Carmel at Tarion and Update her on what is going on.

Thanks & Regards

Imran

From: carmel.valencia@TARION.COM
To: imranjinnah@hotmail.com
Subject: Silver Stream Homes - Credit Check Items
Date: Mon, 6 Jan 2014 20:19:29 +0000

Hi Imran,

I would like to follow up on the status on the above subject. From our last phone conversation, you said that you would speak to your lawyer. To date, we have not heard from you . Please advise.
Sincerely,
CARMEL V. VALENCIA, CMA
UNDERWRITING ANALYST | (416) 229-3844 Ext. 3326 | carmel.valencia@Tarion.com
TARION WARRANTY CORPORATION | 5160 Yonge Street, 12th Floor | Toronto, ON M2N6L9
1.877.9TARION | TARION.COM | facebook/TarionWarrantyCorp | youtube/TarionWarranty

195

Jack Greenberg

From:	Stephen Schwartz <Stephen@chaitons.com>
Sent:	Tuesday, January 07, 2014 5:31 PM
To:	'carmel.valencia@TARION.COM'
Cc:	'Imran Jinnah'; Asma Jinnah; Harvey G. Chaiton; Maya Poliak; Jack Greenberg
Subject:	Silver Streams
Attachments:	DOCS-#2893031-v1-Silver_Streams__Initial_Order_dated_December_17__2013.PDF

Ms. Valencia,

We are counsel to Silver Streams Homes and Imran Jinnah. Our clients have asked us to report to you on their status. On December 17, 2013 our clients commenced a court proceeding under the CCAA. Mr. Justice Newbould granted an Initial Order. A copy of the Order is attached.

Our clients are proceeding to complete the construction and sale of the remaining 10 homes in Phases II and III of the Puccini Project. One of the 10 homes recently closed. A second home is scheduled to close on January 17, 2014. In addition, Silver Streams continues to perform ongoing warranty and reconciliation work as required.

We trust the above is satisfactory. Please let me know if you have any further questions.

Thank you.

Stephen Schwartz
Partner
Direct Tel: 416.218.1132
Direct Fax: 416.218.1832
Stephen@chaitons.com

5000 Yonge Street, 10th Floor, Toronto, Canada, M2N 7E9
www.chaitons.com

23/1/14
MTG c
TAMON

→ send Cash Flow —

→ Renewal — need to have mtg before submit to update situation. → Cancel

— AML: — are looking after BS → ø reported/filed
— Negotiant O/B ✓ on AFS.

— if I get nothing diff. → send them info.

Jack Greenberg

From: Carmel Valencia <carmel.valencia@TARION.COM>
Sent: Tuesday, February 25, 2014 12:54 PM
To: Jack Greenberg
Cc: 'imranjinnah@hotmail.com'
Subject: RE: Silver Streams Homes

Hi Jack,

Thank you for your response.

I have reviewed the security that we currently hold. As of today, we have a total blanket security of $1,240,000 covering the registrations of Silver Streams Homes Inc, 2147650 Ontario Inc, 2148991 Ontario Inc, Whitby Mews Developments Inc, 2148990 Ontario Inc, 2148993 Ontario Inc, 2147681 Ontario Inc and D & I Developments Inc. A blanket security is not specific to a home, it covers all units that are within the warranty period including new homes to build that have been allowed. This blanket security is not also specific to a registrant. Our Conditions of Registration letter mentioned about what blanket security covers and the registrants covered.

As of now, there are 51 units within the two-year warranty and there are 76 units that 2148991 Ontario Inc, Whitby Mews Developments Inc, 2148990 Ontario Inc, 2148993 Ontario Inc, 2147681 Ontario Inc are allowed to build. It seems that the amount that we hold can cover 124 units versus total of 127 units (51 plus 76).

When we consider a partial release of blanket security, we look at the after sales service issues, active claim forms, financial position and other issues that may result to future claims such as deposit.

Last Friday, I called Imran to inform him that our Enforcement Group received a call from a lawyer representing a purchaser who submitted deposit for a project in 76 Rossini Drive. The project in Rossini Drive is under the registration of 2148991 Ontario Inc, registered and allowed to build 48 units (part of the 76 units allowed to build and covered by the blanket security). When we start getting this type of call, we normally ask the builder what is going on and at the same time we hold on to security because we may receive more calls and claim forms and we don't have any idea of the amount of exposure we have as we lack estimate as to the amounts involved.

Imran said both parties are working on this claim deposit.

Based on the above, we are not in a position to release any amount at this time because of the number of units within the two-year warranty and the potential claim(s) for deposit. We will review again the security requirement when we conduct our risk assessments for the renewal of registrations. If you have any question, please feel free to call or email.

Sincerely,

CARMEL V. VALENCIA, CMA
UNDERWRITING ANALYST | (416) 229-3844 Ext. 3326 | carmel.valencia@Tarion.com
TARION WARRANTY CORPORATION | 5160 Yonge Street, 12th Floor | Toronto, ON M2N6L9
1.877.9TARION | TARION.COM | facebook/TarionWarrantyCorp | youtube/TarionWarranty

From: Jack Greenberg [mailto:jack@greenberglawyers.ca]
Sent: February-21-14 5:49 PM
To: Carmel Valencia
Cc: Imran Jinnah
Subject: RE: Silver Streams Homes

Hi Carmel. Thanks for the e-mail and I have now been able to look through my materials and wanted to advise as follows:

1) In the package I gave you at our meeting, I provided copies of the property parcel registers confirming that the Construction Lien to which you referred as Instrument Number YR 1439547 for $930,120 was in fact discharged from title to the lands. However, the number you refer to as SU 98879-10 is not a registration number ... it is the number given when a Statement of Claim is issued. The number you have is in fact incorrect as it is really CV 98879-10 which related to the above Construction Lien and was satisfied when the lien was discharged from the title. That would explain why nothing further has happened on that Claim.

2) In your e-mail you suggested that the material I gave you related to another Construction Lien registered as Number YR 1439557 (which was also previously discharged) but if you look at my material, you will see that that is not correct. My materials relate to the correct lien #YR 1439547.

3) Only recently (in August 2013) Con-Drain made a new claim for $94,836.71, filed a lien and issued a Statement of Claim on October 3, 2013 under Number CV-13-116355-00 (which is the correct number for the item you referred to as SU 116355-1 - which is an incorrect number). In any event, this Claim is being disputed and is included in the CCAA proceedings so it is stayed as well. I have enclosed a copy of this Statement of Claim for your use so you can confirm my comments. Obviously, this did not exist when Tarion wrote its letter concerning the renewal terms.

Accordingly, I believe my client has satisfied your issues and the $200,000 security should be released for the first 20 homes.
Please confirm that this will be done as soon as possible as this matter goes back to October 2013.

Regards

Jack Greenberg

Law Offices of Jack Greenberg
Barristers & Solicitors
Suite 204
181 Eglinton Ave East
Toronto, Ontario
M4P 1J4

TEL: 416-485-8833
FAX: 416-485-3246
E-MAIL: jackgreenberg@greenberglawyers.ca

From: Carmel Valencia [mailto:carmel.valencia@TARION.COM]
Sent: Wednesday, February 19, 2014 11:02 AM
To: Jack Greenberg
Subject: FW: Silver Streams Homes

Hi Jack,

Thank you for your call. Please see below the email I sent Imran in regard to case with registration number SU98879-10 (Statement of Claim) for $930,120, as indicated in our terms and condition letter. The documents you gave us referred to case #YR1439557 (Construction Lien) for $998,098 and we had information that this case was discharged when we prepared the terms and condition letter. Kindly advise.

Sincerely,

CARMEL V. VALENCIA, CMA
UNDERWRITING ANALYST | (416) 229-3844 Ext. 3326 | carmel.valencia@Tarion.com
TARION WARRANTY CORPORATION | 5160 Yonge Street, 12th Floor | Toronto, ON M2N6L9
1.877.9TARION | TARION.COM | facebook/TarionWarrantyCorp | youtube/TarionWarranty

From: Carmel Valencia
Sent: January-30-14 9:18 AM
To: 'Imran Jinnah'
Subject: RE: Silver Streams Homes

Good morning Imran,

May I follow up on the status of case SU98879-10 (statement of claim) please?

I am just waiting for additional information from Suhail about dates of possession and once I have all the information, I would like to finalize the review on the security.

Sincerely,

CARMEL V. VALENCIA, CMA
UNDERWRITING ANALYST | (416) 229-3844 Ext. 3326 | carmel.valencia@Tarion.com
TARION WARRANTY CORPORATION | 5160 Yonge Street, 12th Floor | Toronto, ON M2N6L9
1.877.9TARION | TARION.COM | facebook/TarionWarrantyCorp | youtube/TarionWarranty

Homeowners: Register for MyHome, Tarion's online service for homeowners. Submit warranty forms online and keep track of important warranty dates.
Builders: Register for BuilderLink - Tarion's online service for builders. Enrol homes and manage your homeowners' warranty service.

This message, including any attachments, is meant only for the use of the intended recipient and may contain information that is privileged. The sender does not in any way waive any related rights or privilege. If the reader of this message is not the intended recipient, you are hereby notified that any printing, copying, dissemination, distribution, or disclosure is strictly prohibited. If you are not the intended recipient or have received this message in error, please contact the sender immediately by reply e-mail and permanently delete this message including any attachments, without reading it or making a copy.

From: Imran Jinnah [mailto:imranjinnah@hotmail.com]
Sent: January-27-14 8:40 AM
To: Carmel Valencia; Tasneem Ahmer
Subject: RE: Silver Streams Homes

200

Hi Carmel

Please call Tasneem at 289-234-0514

She will be able to help you with the information.

Regards

Imran

From: carmel.valencia@TARION.COM
To: imranjinnah@hotmail.com
Subject: Silver Streams Homes
Date: Fri, 24 Jan 2014 18:43:13 +0000

Hi Imran,

I am reviewing the security as well as the enrolled homes. I need to verify the status of some unclosed homes under different companies. Please let me know when is the best time to call or who should I speak to in your office if you are not available.

Also, in regard to the Condition #9 of the terms and condition letter of July 31, 2013 that we issued, it seems that the case referred to has a registration no. SU98879-10 which is a Statement of Claim for $930,120. I went through the documents that Jack Greenberg gave us but they were for a case with registration number 1439557 (a Construction Lien case) and we have information that it was discharged. Kindly let us know the status of case number SU98879-10.

Please feel free to call or email anytime.

Sincerely,

CARMEL V. VALENCIA, CMA
UNDERWRITING ANALYST | (416) 229-3844 Ext. 3326 | carmel.valencia@Tarion.com
TARION WARRANTY CORPORATION | 5160 Yonge Street, 12th Floor | Toronto, ON M2N6L9
1.877.9TARION | TARION.COM | facebook/TarionWarrantyCorp | youtube/TarionWarranty

Jack Greenberg

From: Jack Greenberg
Sent: Tuesday, June 24, 2014 12:13 PM
To: 'Trudy Napoleone'; Imran Jinnah; Asma Jinnah
Cc: Leslie Danaskos; Adil Darr; Stephen Schwartz; Irene Swain
Subject: RE: B43751 - Silver Streams Homes (Puccini) Inc. - After Sales & Service
Attachments: tarion deposit list.pdf

Please see attached deposit list with amounts and named purchasers.

Regards

Jack Greenberg

Law Offices of Jack Greenberg
Barristers & Solicitors
Suite 204
181 Eglinton Ave East
Toronto, Ontario
M4P 1J4

TEL: 416-485-8833
FAX: 416-485-3246
E-MAIL: jackgreenberg@greenberglawyers.ca

From: Trudy Napoleone [mailto:Trudy.Napoleone@TARION.COM]
Sent: Tuesday, June 24, 2014 11:43 AM
To: Imran Jinnah; Asma Jinnah; Jack Greenberg
Cc: Leslie Danaskos; Adil Darr; Stephen Schwartz; Irene Swain
Subject: RE: B43751 - Silver Streams Homes (Puccini) Inc. - After Sales & Service

Good afternoon Imran, just one more question for you.

Has the land been sold for Silver Stream Homes (Puccini) Inc. Please confirm as I thought you advised in our meeting that this transaction was going to take place soon.

Trudy

From: Trudy Napoleone
Sent: June-23-14 2:06 PM
To: 'Imran Jinnah'; Asma Jinnah; Jack Greenberg
Cc: Leslie Danaskos; Adil Darr; Stephen Schwartz
Subject: RE: B43751 - Silver Streams Homes (Puccini) Inc. - After Sales & Service

Good afternoon Imran, I have not received the list from you with regards to the deposits....this is an urgent request as we need to refund deposits to your purchasers....

Thanks

Trudy

From: Imran Jinnah [mailto:imranjinnah@hotmail.com]
Sent: June-11-14 10:54 AM
To: Trudy Napoleone; Asma Jinnah; Jack Greenberg
Cc: Leslie Danaskos; Adil Darr; Stephen Schwartz
Subject: RE: B43751 - Silver Streams Homes (Puccini) Inc. - After Sales & Service

Hi Trudy

We have the list ready for Deposit Claims which is under review by Jack. Hopefully you will have it shortly.

Regarding after sales service, we are seeking clarifications for the homes being sold or will be sold under CCAA. There is money to provide after sales service for the last 10 homes.

Regards

Imran

From: Trudy.Napoleone@TARION.COM
To: imranjinnah@hotmail.com; asmajinnah@hotmail.com; jack@greenberglawyers.ca
CC: Leslie.Danaskos@TARION.COM; Adil.Darr@TARION.COM
Subject: RE: B43751 - Silver Streams Homes (Puccini) Inc. - After Sales & Service
Date: Wed, 11 Jun 2014 13:21:23 +0000

Good morning Imran,

This is a reminder that as of today's date I still have not received the list of homes relating to deposit claims.

I have also not received email responses from you with regards to the unwilling and unable investigations.

It is urgent that you respond to me immediately so that I can proceed with inspections and refund deposits if valid.

Thanks

Trudy

From: Imran Jinnah [mailto:imranjinnah@hotmail.com]
Sent: June-09-14 10:34 AM
To: Trudy Napoleone; Asma Jinnah; Jack Greenberg
Cc: Leslie Danaskos
Subject: RE: B43751 - Silver Streams Homes (Puccini) Inc. - After Sales & Service

will do

From: Trudy.Napoleone@TARION.COM
To: imranjinnah@hotmail.com; asmajinnah@hotmail.com; jack@greenberglawyers.ca
CC: Leslie.Danaskos@TARION.COM

203

Subject: RE: B43751 - Silver Streams Homes (Puccini) Inc. - After Sales & Service
Date: Mon, 9 Jun 2014 14:33:43 +0000
Thank you Imran,

Can you also respond to all of the other emails that Leslie sent to you. Please indicate that you are not able to provide service to your homeowners so that we can proceed with inspections.

Thanks

From: Imran Jinnah [mailto:imranjinnah@hotmail.com]
Sent: June-09-14 10:24 AM
To: Trudy Napoleone; Asma Jinnah; Jack Greenberg
Cc: Leslie Danaskos
Subject: RE: B43751 - Silver Streams Homes (Puccini) Inc. - After Sales & Service

Hi Trudy

We are working on the exact amount for the deposits which you will have today.

Regards

Imran

From: Trudy.Napoleone@TARION.COM
To: imranjinnah@hotmail.com
CC: Leslie.Danaskos@TARION.COM
Subject: RE: B43751 - Silver Streams Homes (Puccini) Inc. - After Sales & Service
Date: Mon, 9 Jun 2014 14:20:41 +0000
Hi Imran, as per our discussion last week, please confirm in writing to us that you are not able to transfer title or return the deposits to your purchasers for this subdivision.

You were also going to provide Tarion the list of purchasers and the amount of each deposit. I think you advised that you had about 30 purchasers and the deposit for each one was no more than $30,000.00 each.

Thanks

Trudy
From: Leslie Danaskos
Sent: June-09-14 10:02 AM
To: asmajinnah@hotmail.com; imranjinnah@hotmail.com
Subject: B43751 - Silver Streams Homes (Puccini) Inc. - After Sales & Service

Good Day Silver Streams Homes (Puccini) Inc.;

Please refer to the letter attached.

Tarion is currently investigating whether Silver Streams Homes (Puccini) Inc. is willing and able to provide warranty service and meet its obligations under the *Ontario New Home Warranties Plan Act.*

If Tarion determines that Silver Streams Homes (Puccini) Inc. is unwilling and/or unable to meet its warranty obligations:

- A homeowner who makes a warranty claim to Tarion will not be required to wait for Silver Streams Homes (Puccini) Inc. to resolve the claim and may request a Tarion conciliation immediately after making the claim.
- Tarion may proceed to resolve the claim directly with the homeowner without giving Silver Streams Homes (Puccini) Inc. an opportunity to do so.
- If a claim is warranted at the conciliation, the conciliation will be chargeable against Silver Streams Homes (Puccini) Inc. If the conciliation results in Tarion paying compensation or carrying out repairs, Tarion will require full indemnification from Silver Streams Homes (Puccini) Inc. and its guarantors.

If you have information that you would like Tarion to consider as part of its investigation, please provide it to the undersigned within 2 days of the date of this letter.

Regards,

LESLIE DANASKOS
SENIOR WARRANTY SERVICE COORDINATOR
Phone: (877) 982-7466 Ext. 7103
Toll Free: 1.877.982.7466
leslie.danaskos@tarion.com

TARION WARRANTY CORPORATION
5160 Yonge Street, 12th Floor
Toronto, Ontario M2N 6L9
www.tarion.com
FIND US ON:

Puccini Phase 3 Towns/Semis

	Unit No.	Type	Model	Size (s.f.)	Status	Price	Deposits Received	Deposits Due	Deposits Total	Purchaser's Name
Block 1	1	Town	Lyric	2,617	Sold	$ 510,296	$ 20,000			
Block 1	2	Town	Opus	2,697		$ 498,908				Aleema Khanum
Block 1	3	Town	Opus	2,697	Sold	$ 498,908	$ 20,000			
Block 1	4	Town	Opus	2,697		$ 525,915				Bushra Haiepota
Block 2	5	Town	Melody	2,670		$ 520,728				
Block 2	6	Town	Melody	2,670		$ 494,024				
Block 2	7	Town	Melody	2,670		$ 494,024				
Block 2	8	Town	Melody	2,670		$ 494,024				
Block 2	9	Town	Lyric	2,617	sold	$ 510,000	$ 30,000			
Block 3	10	Town	Sonnet	2,207	sold	$ 487,300	$ 30,000			June Cho/ Thomas Yu
Block 3	11	Town	Opus	2,029	Sold	$ 485,000	$ 40,000			Nasira Jamal
Block 3	12	Town	Opus	2,029		$ 459,225				Henry/ Judy Wadowski & Luis Flores
Block 3	13	Town	Opus	2,029		$ 459,225				
Block 3	14	Town	Opus	2,029		$ 459,225				
Block 4	15	Town	Melody	2,014	Sold	$ 445,000	$ 30,000			
Block 4	16	Town	Melody	2,014						Basil Fernandez
Block 4	17	Town	Melody	2,014		$ 445,625				
Block 4	18	Town	Melody	2,014	Sold	$ 445,625				
Block 4	19	Town	Lyric	1,959	Sold	$ 435,000	$ 15,000			
Block 5	20	Town	Diva	1,861	Sold	$ 428,030	$ 22,000			Maryam Kangavay
Block 5	21	Town	Rhythm	1,650	Sold	$ 404,000	$ 30,000			Mahboobay Kangavay
Block 5	22	Town	Rhythm	1,650	Sold	$ 404,000	$ 30,000			Rauf Alaskrov/ Narmina Baharav
Block 5	23	Town	Rhythm	1,650	Sold	$ 404,000	$ 30,000			Rauf Alaskrov/ Narmina Baharav
Block 5	24	Town	Rhythm	1,650	Sold	$ 404,000	$ 30,000			Ruslan Kulibaba/ Olga Kulibaba
Block 5	25	Town	Rhythm	1,650	Sold	$ 420,000	$ 30,000			Ruslan Kulibaba/ Ulviya Alaskarova
Semi	26	Semi	Ballad 1A	1,998		$ 499,500				Mohammed Mohkami
Semi	27	Semi	Ballad 1B	2,007	Sold	$ 550,000	$ 40,000			
Semi	28	Semi	Ballad 1A	1,998		$ 499,500				Taras K iselik
Semi	29	Semi	Ballad 1B	2,007	sold	$ 510,000	$ 35,000			
Semi	30	Semi	Ballad 1A	1,998	Sold	$ 600,000	$ 30,000			Amira Nmvar
Semi	31	Semi	Ballad 1B	2,007	sold	$ 501,000	$ 15,000			Haleh Paydar
Semi	32	Semi	Ballad 1A	1,998	sold	$ 600,000	$ 30,000			Sylvia Nwanzee
Semi	33	Semi	Ballad 1B	2,007	Sold	$ 505,000	$ 40,000			Iraj Lajmiri
Block 6	34	Town	Opera	1,638	Sold	$ 384,930	$ 40,000			Batoul Manuchehri/ Kazem Arai
Block 6	35	Town	Mandolin	1,599	Sold	$ 420,000	$ 30,000			Joseph Manzo/ Rebecca Milton
Block 6	36	Town	Mandolin	1,599		$ 375,765				Jerry Thomas/ Patrick Byrne
Block 6	37	Town	Harmonica	1,554		$ 382,960				
Block 6	38	Town	Harmonica	1,554		$ 372,960				
Block 6	39	Town	Mandolin	2,368		$ 520,960				
Block 6	40	Town	Mandolin	2,368		$ 520,960				
Block 6	41	Town	Opera	2,450	Sold	$ 520,728	$ 20,000			
Block 7	42	Town	Opera	2,450	Sold	$ 465,500	$ 25,000			Naushad Noorani
Block 7	43	Town	Mandolin	2,368	Sold	$ 565,000	$ 40,000			Attilo Peterfi/ Elena Peterfi
Block 7	44	Town	Mandolin	2,368	Sold	$ 449,920	$ 20,000		paid out	Elliot Silverstein / Bonnie Sobel
Block 7	45	Town	Harmonica	1,693	Sold	$ 397,855	$ 8,500			Mohammed Nasser/ Zohra Nasser
										Ali Reza Nasser/ Zahra Sdak

206

Block 7	46	Town	Mandolin	1,796	Sold	$ 422,060	$ 20,000			Mahboobay Kangavay
Block 7	47	Town	Mandolin	1,796	Sold	$ 431,000	$ 40,000			Daniel Rosatti/ Cassandra Marie
Block 7	48	Town	Opera	1,790	Sold	$ 420,650	$ 30,000			Hamid Raza Nahini
					27		$ 820,500			

TARION
PROTECTING ONTARIO'S NEW HOME BUYERS

Customer Centre
5150 Yonge Street, Concourse Level
Toronto, Ontario M2N 6L8
Toll-Free: 1-877-982-7466
Toll-Free Fax: 1-800-245-5332
www.tarion.com

207

July 4, 2014

Attn: Imran Jinnah
Silver Streams Homes
Box No. 30534, 10660 Yonge St.
RICHMOND HILL, ON
L4C 0C7

Dear Imran:

Re: Silver Streams Homes – Security Held

At our meeting on June 4th at Tarion's Head Office, you indicated a desire to maintain your Tarion registration in good standing, in order to complete the sales of remaining homes under the Silver Streams Homes umbrella.

In addition, we discussed the issue of Silver Streams Homes (Puccini) Inc. entering into agreements of purchase and sale for homes without first being registered with Tarion, which you indicated was an oversight on your part.

In connection with the foregoing, we require your confirmation that the cash security currently held by Tarion may be used by Tarion to satisfy any claims made against Silver Streams Homes (Puccini) Inc. Please provide that confirmation by reply.

Tarion will also require amendments to the following letters of credit to reflect Silver Streams Homes (Puccini) Inc. as a registrant. The letters of credit that require amendment are as follows:

BMTO365621OS	$250,000.00
BMTO313560OS	$400,000.00
BMTO241737OS	$270,000.00

Would you please provide your undertaking to request the required amendments from the bank as soon as possible.

If you have any questions, please contact myself at (416) 229-3802 or toll free at 1-877-982-7466, ext. 3802, or at adil.darr@tarion.com.

Sincerely,

Adil Darr, CA
Director, Underwriting
Tarion Warranty Corporation

TARION
PROTECTING ONTARIO'S NEW HOME BUYERS

208

Customer Centre
5150 Yonge Street, Concourse Level
Toronto, Ontario M2N 6L8
Toll-Free: 1-877-982-7466
Toll-Free Fax: 1-800-245-5332
www.tarion.com

July 21, 2014

Attn: Imran Jinnah
Silver Streams Homes
Box No. 30534, 10660 Yonge St.
RICHMOND HILL, ON
L4C 0C7

Dear Imran:

Re: Silver Streams Homes – Security Held

We require a response to our letter of July 4, 2014, a copy of which is attached for ease of reference.

We require your response by July 28, 2014, failing which we will be forced to take alternate steps.

If you, or your legal counsel, wish to discuss this with me or Tarion's counsel, please so indicate and we will make the necessary arrangements. We look forward to your immediate response.

If you have any questions, please contact myself at (416) 229-3802 or toll free at 1-877-982-7466, ext. 3802, or at adil.darr@tarion.com.

Sincerely,

adil

Adil Darr, CA
Director, Underwriting
Tarion Warranty Corporation

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.

Applicant

Court File No. 13-10362-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

PROCEEDING COMMENCED AT TORONTO

SUPPLEMENTARY RESPONDING RECORD
VOLUME I OF II

BISCEGLIA & ASSOCIATES
Professional Corporation
Barristers-at-law
7941 Jane Street, Suite 200
Concord, Ontario
L4K 4L6

Tel: (905) 695-5200
Fax: (905) 695-5201

Emilio Bisceglia
LSUC No. 34568Q
Lawyers for Argo Lumber Inc. and Newmar Window Manufacturing