

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 II OF II**

**BISCEGLIA & ASSOCIATES  
PROFESSIONAL CORPORATION**

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

**TO: SERVICE LIST**

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SUPERIOR COURT OF JUSTICE  
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| Exhibit A to the Gaglio Affidavit | Exhibits 1-13 from the Cross-Examination of Imran Jinnah ("Jinnah") held on May 19, 2015 and the Examination of Jack Greenberg ("Greenberg") held on May 22, 2015 |              |
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| <b>Exhibit B to the Gaglio Affidavit</b> | <b>Email dated May 21, 2015 from Marco Drudi to counsel with copy of the "Tarion File" attached</b>                                                                                                       | <b>163-208</b>  |
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| <b>Exhibit C to the Gaglio Affidavit</b> | <b>Email of Maya Poliak dated June 5, 2015 to counsel attaching Chart of Answers to Undertakings from the Cross-Examination of Jinnah held on May 19, 2015 with Tab Attachments described as follows:</b> | <b>209-211</b>  |
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**Subject:** Silver Streams Homes Inc. et. al. - Taron Motion

**Date:** Friday, 5 June, 2015 5:17:12 PM Eastern Daylight Time

**From:** Maya Poliak <Maya@chaitons.com>

**To:** ebisceglia@lawtoronto.com <ebisceglia@lawtoronto.com>, sturajlich@lawtoronto.com <sturajlich@lawtoronto.com>, jklein@kalaw.ca <jklein@kalaw.ca>

**CC:** mdrudi@dakllp.com <mdrudi@dakllp.com>, Stephen Schwartz <Stephen@chaitons.com>, aslavens@torys.com <aslavens@torys.com>

Attached please find Imran Jinnah's Answers to Undertakings from Cross-Examinations held on May 19, 2015.

**Maya Poliak**

Lawyer

Direct Tel: 416.218.1161

Direct Fax: 416.218.1844

[Maya@chaitons.com](mailto:Maya@chaitons.com)

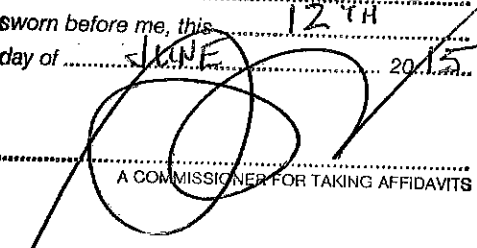
5000 Yonge Street, 10th Floor, Toronto, Canada, M2N 7E9

[www.chaitons.com](http://www.chaitons.com)



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This is Exhibit "C" referred to in the  
affidavit of DANIELA GAGLIO  
sworn before me, this 12<sup>th</sup>  
day of JUNE 2015  
  
A COMMISSIONER FOR TAKING AFFIDAVITS  
**SONJA TURAJLICH**

**UNDERTAKINGS OF IMRAN JINNAH**  
**Cross-Examinations Held on May 19, 2015**

| No. | SUMMARY OF UNDERTAKING                                                                                 | ANSWERS                                                                                                                                                                                                                                                                                                                                                                                                            |
|-----|--------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.  | To produce evidence of payment of \$320,000 to Tarion                                                  | <p>The \$320,000 was financed by the RBC credit facilities in connection with Phase IV of the Puccini Project. The funds were used as cash collateral for a letter of credit in favour of Tarion. A copy of the letter of credit is attached as <b>Exhibit "A"</b>.</p> <p>Following the sale of Phase IV lands in the power of sale proceeding the LC was converted to cash and is currently held on deposit.</p> |
| 2.  | Produce a copy of the RBC commitment letter concerning the \$320,000 cash payment to Tarion            | Copies of RBC's unsigned commitment letter dated September 15, 2011 and an amendment dated October 28, 2011 are collectively attached as <b>Exhibit "B"</b> . A signed copy of the commitment letter will be provided.                                                                                                                                                                                             |
| 3.  | To advise if Silver Streams will waive privilege on Jack Greenberg's file                              | Privilege was waived                                                                                                                                                                                                                                                                                                                                                                                               |
| 4.  | To provide the Silver Streams companies applications and renewals with Tarion                          | Copies of the Applicants' Tarion applications and renewals are attached collectively as <b>Exhibit "C"</b> .                                                                                                                                                                                                                                                                                                       |
| 5.  | To advise of the name of the lawyer who provided Imran Jinnah with an ILA in connection with the loans | Micheal Wade                                                                                                                                                                                                                                                                                                                                                                                                       |

|    |                                                                                                                                                     |                                                                                                                                                                                                                                    |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | from the subsequent mortgagees.                                                                                                                     |                                                                                                                                                                                                                                    |
| 6. | In reference to the January 31, 2012 commitment letter from Dapaul, to advise why the condition relating to the Taron registration was crossed out. | Silver Streams did not want to incur Taron registration fees for these specific lots as at that time there was uncertainty if they with construction. The cost of registering each lot is between \$800 and \$1,400 per lot.       |
| 7. | To advise if Silver Streams Homes (Puccini) Inc. was an HST registrant.                                                                             | Silver Streams Homes (Puccini) Inc. was an HST registrant.                                                                                                                                                                         |
| 8. | To provide a sample of the closing documents for the 3 phases.                                                                                      | Attached collectively as Exhibit "D" are sample documents for 3 phases of closing. These documents are for the closing transactions for each of the three phases which took place before the commencement of the CCAA proceedings. |

EXHIBIT A



RBC Royal Bank

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NON-NEGOTIABLE

PAGE: 1

INT'L TRADE CENTRE - ONTARIO  
180 WELLINGTON ST WEST  
9TH FLOOR  
TORONTO, ONTARIO, M5J 1J1  
CANADA

DATE OF ISSUE: JULY 18, 2012

OUR REFERENCE NUMBER:  
P425348T07512

DATE OF EXPIRY: JULY 17, 2013  
PLACE OF EXPIRY: TORONTO, ONTARIO

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

APPLICANT:  
2148991 ONTARIO INC.  
103 NAUGHTON DRIVE  
RICHMOND HILL ON  
L4C 8B3

AMOUNT: CAD 320,000.00  
THREE HUNDRED TWENTY THOUSAND AND  
00/100'S CANADIAN DOLLARS

IRREVOCABLE STANDBY LETTER OF CREDIT NO. P425348T07512.

REGISTRANT: 2148991 ONTARIO INC.

PURSUANT TO THE REGISTRANT'S REQUEST, WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. P425348T07512 IN THE AMOUNT OF THREE HUNDRED TWENTY THOUSAND AND 00/100'S CANADIAN DOLLARS (CAD.320,000.00) 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 ROYAL BANK OF CANADA (THE ISSUING INSTITUTION), WITHOUT INQUIRY AS TO WHETHER THE BENEFICIARY HAS ANY RIGHT OR CLAIM AGAINST THE APPLICANT OR THE REGISTRANT.



RBC Royal Bank

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NON-NEGOTIABLE

P425348T07512

PAGE: 2

PROVIDED, HOWEVER, THAT THE BENEFICIARY WILL DELIVER TO THE ISSUING INSTITUTION AT SUCH TIME AS A 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 ISSUING INSTITUTION BY THE BENEFICIARY.

THIS LETTER OF CREDIT WILL EXPIRE ON THE 17TH DAY OF JULY, 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 YEAR FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE HEREOF, AND SO FROM YEAR TO YEAR THEREAFTER, UNLESS THIRTY (30) DAYS PRIOR TO SUCH EXPIRY DATE THE ISSUING INSTITUTION NOTIFIES THE BENEFICIARY IN WRITING, BY REGISTERED MAIL OR COURIER, THAT THE ISSUING INSTITUTION ELECTS NOT TO CONSIDER THIS LETTER OF CREDIT EXTENDED FOR ANY SUCH ADDITIONAL PERIOD.

P/ "IAL DRAWINGS ARE PERMITTED ON THIS LETTER OF CREDIT.

ALL DRAFTS AND OTHER DOCUMENTS MUST BE MARKED "DRAWN UNDER ROYAL BANK OF CANADA, INTERNATIONAL TRADE CENTRE-ONTARIO, 180 WELLINGTON STREET WEST, 9TH FLOOR, TORONTO, ONTARIO, M5J 1J1, LETTER OF CREDIT NO. P425348T07512 DATED JULY 18, 2012".

ROYAL BANK OF CANADA

Original signed by  
B. King-Randln

-----  
AUTHORIZED SIGNATURE

ORIGINAL SIGNED BY  
V. O'DELL

-----  
OTHER SIGNATURE

THIS DOCUMENT CONSISTS OF 2 PAGE(S).

EXHIBIT B



**RBC  
Royal Bank**

**Peter Skain**  
Senior Account Manager – Builder Finance  
Real Estate Markets

**Royal Bank of Canada**  
20 King Street West, 2nd Floor  
Toronto, Ontario M5H 1C4

Tel: (416) 974-1665  
Fax: (416) 974-8828  
e-mail: peter.skain@rbc.com

September 15, 2011.

**PRIVATE AND CONFIDENTIAL**

C/O Rescon Financial Corporation  
3300 Highway #7 Suite 801  
Vaughan, Ontario  
L4K 4M3

2148991 Ontario Inc.  
103 Naughton Drive  
Richmond Hill, Ontario  
L4C 8B3

**Attention: Mr. Imran Jinnah**

Dear Sirs:

We are pleased to offer the credit facilities described below (the “Credit Facilities”), subject to the following terms and conditions.

**DEFINITIONS AND SCHEDULES**

The attached schedules are incorporated into this agreement by reference. Schedule “A” contains definitions of capitalized terms used and not otherwise defined in this agreement. Unless otherwise provided, all dollar amounts are in Canadian currency and accounting terms are to be interpreted in accordance with GAAP.

**BORROWER**

2148991 Ontario Inc. (the “Borrower”)

**LENDER**

Royal Bank of Canada (the “Bank”)

**CREDIT FACILITIES**

Facility (1): \$14,500,000 non-revolving term facility, by way of RBP based loans (“RBP Loans”).

Facility (2): \$1,000,000 non-revolving facility, by way of Letters of Guarantee ("LGs").

Each use of the Credit Facilities is a "Borrowing" and all such usages outstanding at any time are "Borrowings". Schedule "B" contains notice provisions applicable to Borrowings that must be complied with. Schedule "C" contains terms and conditions applicable to Borrowings made otherwise than by way of RBP Loans which must be complied with.

#### PURPOSE

##### Facility (1)

Finance land development costs of 48 lots and construction of 48 low-rise residential units (40 towns and 8 semis) (the "Project") on 3.38 acres of land for a project located at Bathurst Street and Puccini Drive in the Town of Richmond Hill, Ontario (the "Project Lands") in accordance with a Bank approved budget for the Project in an amount not exceeding \$18,440,000 (the "Project Budget").

##### Facility (2)

Financial security for municipal, utility and other obligations of the Borrower in respect of the Project.

#### AVAILABILITY

##### Facility (1)

The Borrower may borrow up to the amount of this term facility, provided the following have been complied with:

- (a) if the initial Borrowing under this facility does not occur before October 31, 2011 the Bank may, at its sole discretion, cancel this facility and the Bank will be under no obligation to advance further funds hereunder;
- (b) an Event of Default shall not have occurred and be continuing at the time of any Borrowing;
- (c) Borrowings are to be made by way of progress advances no more frequently than monthly, shall only be used to pay Project cost items provided for in the Project Budget and the maximum total loan amount available will be determined as follows:
  - (i) 100% of actual costs to date, established to the Bank's satisfaction for cost items provided in the Project Budget, less the sum of:
    - (a) the Borrower's required Equity Contribution;
    - (b) unpaid Project payables, excluding those to be paid from the requested Borrowing;
    - (c) Project lien holdbacks;
    - (d) any amount due in respect of the Project Lands;

- (e) Interim Revenue received; and
  - (f) all purchasers' deposits received by the Borrower,
- must be greater than or equal to the outstanding balance of this facility (after giving effect to the requested Borrowing);
- (ii) Costs to complete the Project, established to the Bank's satisfaction, plus the sum of:
    - (a) unpaid Project payables, excluding those to be paid from the requested Borrowing;
    - (b) Project lien holdbacks,

less the sum of:

    - (c) forecast Interim Revenue to be received during the construction period;
    - (d) Deferred Costs; and
    - (e) purchasers' deposits contracted for and to be received by the Borrower,

must be less than or equal to the unutilized portion of this facility (after giving effect to the requested Borrowing);
  - (d) receipt by the Bank of title search(es) from the Bank's solicitor providing evidence satisfactory to the Bank that no liens or other encumbrances are registered against the Project Lands, except for Permitted Encumbrances;
  - (e) receipt by the Bank of a Request for Advance together with a Project Monitor Certificate and Project Consultants' Certificate(s) substantially in the form of Forms A, B and C, contained in Schedule "D";
  - (f) all remittances for Potential Prior-Ranking Claims are current; and
  - (g) the Bank will be under no obligation to advance further Borrowings if at any time the condition outlined in (c)(ii) above is not met. The Borrower and the Guarantors will be jointly and severally liable to immediately cover any such deficiency as soon as it arises or is identified by the Bank or the Project Monitor.

Facility (2)

The Borrower may borrow up to the amount of this demand facility, provided this facility is made available at the sole discretion of the Bank and the Bank may cancel or restrict availability of any unutilized portion of this facility at any time and from time to time without notice or demand.

**REPAYMENT****Facility (1)**

Borrowings are to be repaid by 100% of the Net Sales Proceeds received upon the closings of units in the Project. In any event, all Borrowings outstanding under this facility shall be repayable in full by December 31, 2012.

**Facility (2)**

Upon repayment of all Borrowings outstanding under Facility (1), Borrowings outstanding under this facility will be cash collateralized on a dollar for dollar basis or secured by the Project Lands such that the value (determined at cost) of remaining lots secures the aggregate Borrowings outstanding on a 2:1 basis.

**INTEREST RATES AND FEES****Facility (1)**

RBP Loans: RBP plus 1.50% per annum.

**Facility (2)**

LGs: 1.50% per annum subject to a minimum fee of \$100.

**Application/Acceptance Fee**

An application/acceptance fee of \$94,500 is payable by the Borrower with \$47,250 payable upon acceptance of this Letter Agreement and the balance due and payable upon the earlier of October 31, 2011 and the date of the first advance hereunder. This fee is non-refundable and is deemed to be earned by the Bank upon acceptance of this agreement, to compensate for time, effort and expense incurred by the Bank in approving these facilities.

**CALCULATION AND PAYMENT OF INTEREST AND FEES****RBP Loans**

The Borrower shall pay interest on each RBP Loan, monthly in arrears, on the 26<sup>th</sup> day of each month or such other day as may be agreed to between the Borrower and the Bank. Such interest will be calculated monthly and will accrue daily on the basis of the actual number of days elapsed and a year of 365 days.

**LG Fees**

The Borrower shall pay an LG fee on the date of issuance of any LG calculated on the face amount of the LG issued and based on the number of days in the term thereof and a year of 365 days. Additional fees may be payable by the Borrower in respect of LGs, including, without limitation, fees for the administration of the LGs.

**Limit on Interest**

The Borrower shall not be obligated to pay any interest, fees or costs under or in connection with this agreement in excess of what is permitted by law.

Overdue Payments

Any amount that is not paid when due hereunder shall, unless interest is otherwise payable in respect thereof in accordance with the terms of this agreement or the instrument or contract governing same, bear interest until paid at the rate of RBP plus 1.50% per annum. Such interest on overdue amounts shall be computed daily, compounded monthly and shall be payable both before and after any or all of default, maturity date, demand and judgement.

Equivalent Yearly Rates

The annual rates of interest or fees to which the rates calculated in accordance with this agreement are equivalent, are the rates so calculated multiplied by the actual number of days in the calendar year in which such calculation is made and divided by 365.

Time and Place of Payment

Amounts payable by the Borrower hereunder shall be paid at such place as the Bank may advise from time to time in the applicable currency. Amounts due on a day other than a Business Day shall be deemed to be due on the Business Day next following such day. Interest and fees payable under this agreement are payable both before and after any or all of default, maturity date, demand and judgement.

INCREASED COSTS

The Borrower shall reimburse the Bank for any additional cost or deduction in income arising as a result of (i) the imposition of, or increase in, taxes on payments due to the Bank hereunder (other than taxes on the overall net income of the Bank), (ii) the imposition of, or increase in, any reserve or other similar requirement, (iii) the imposition of, or change in, any other condition affecting the Credit Facilities imposed by any Applicable Law or the interpretation thereof.

EVIDENCE OF INDEBTEDNESS

The Bank shall open and maintain accounts and records evidencing the Borrowings made available to the Borrower by the Bank under this agreement. The Bank shall record the principal amount of each Borrowing, the payment of principal and interest and all other amounts becoming due to the Bank under this agreement.

The Bank's accounts and records constitute, in the absence of manifest error, conclusive evidence of the indebtedness of the Borrower to the Bank pursuant to this agreement.

The Borrower authorizes and directs the Bank to automatically debit, by mechanical, electronic or manual means, any Bank account of the Borrower for all amounts payable by the Borrower to the Bank pursuant to this agreement.

CONDITIONS PRECEDENT

The availability of any Borrowing is conditional upon:

- (a) receipt of a duly executed copy of this agreement;
- (b) receipt of the security provided for herein, in form and substance satisfactory to the Bank, registered as required to perfect and maintain the security created

thereby and such certificates, authorizations, resolutions and legal opinions as the Bank may reasonably require;

- (c) receipt of a Phase 1 Environmental Site Assessment in respect of the Project Lands, conducted by a consultant acceptable to the Bank and containing findings acceptable to the Bank;
- (d) receipt of a certificate from an engineer acceptable to the Bank confirming that soil conditions are satisfactory for the development and construction of the Project;
- (e) receipt of a draft plan prepared by the Borrower's surveyor, architect or engineer setting forth the boundaries, areas and dimensions of the Project Lands, the location of any encroachments, easements, or rights of way and the proposed location of any improvements to the Project Lands;
- (f) receipt of a copy of the Borrower's standard form of purchase and sale agreement in form and content acceptable to the Bank;
- (g) receipt of confirmation, satisfactory to the Bank, that the required regulatory permits and approvals have been obtained for the Project, including, but not limited to, zoning approvals, development permit(s) and building permit(s) and confirmation of the Project's enrolment in a new home owner's warranty program acceptable to the Bank;
- (h) the engagement of an independent project monitor acceptable to the Bank (the "Project Monitor") to act on behalf of the Bank throughout the duration of the Project at the Borrower's expense substantially on the terms and conditions contained in Schedule "D";
- (i) receipt of a detailed Project Budget, in form and substance satisfactory to the Bank, for the completion of the Project, broken down into hard and soft costs, a copy of the most recent plans and specifications including, without limitation, all structural, architectural, mechanical, electrical, landscape and interior design and specifications for the Project, and the Project construction time schedule (the "Project Schedule"), as reviewed and approved by the Project Monitor;
- (j) receipt of evidence that the Borrower has injected the Equity Contribution;
- (k) receipt of evidence satisfactory to the Bank that the Borrower has entered into Pre-Sales with an aggregate Net Realizable Value of at least 80% of Facility (1) at an average net sales price of not less than \$430,000 per unit;
- (l) receipt of a schedule of Pre-Sales including purchaser name and current address, unit number/property address/legal description of the property being acquired, asking price, sale price, deposit status (including location of deposit, amount paid to date and amount and timing of deposit yet to be paid) and closing date and any special conditions;

- (m) receipt of confirmation that fixed unit price contracts on terms and conditions satisfactory to the Bank and the Project Monitor are in place for a minimum of 65% of hard construction costs of the servicing Project (inclusive of all major contracts including but not limited to structural, mechanical, electrical, forming and concrete);
- (n) receipt of a certificate of insurance in respect of the Project and the Project Lands evidencing:
  - (i) builders all risk (including, without limitation, earthquake, flood, testing and commissioning) coverage for the full replacement cost of the Project, excluding land costs, with the Bank as first mortgagee; and
  - (ii) wrap-up liability coverage of not less than \$5,000,000 with the Bank as additional insured; and
  - (iii) a soft cost endorsement in an amount not less than 25% of the soft cost portion of the Project Budget;all in form, scope and content acceptable to the Bank; and
- (o) receipt of such financial and other information or documents relating to the Borrower or Guarantors as the Bank may reasonably require.

#### **ONGOING CONDITIONS**

In addition to the conditions set forth in the Conditions Precedent section above, the availability of any Borrowing is conditional upon the satisfaction of each of the following conditions prior to each and every Borrowing:

- (a) receipt by the Bank of title search(es) from the Bank's solicitor providing evidence satisfactory to the Bank that no liens or other encumbrances are registered against the Project Lands, except for Permitted Encumbrances (prior to subdivision registration);
- (b) following subdivision registration, receipt by the Bank of title searches from the Bank's solicitors on no less than 10% of the lots where houses are under construction, selected at random by the Bank, providing evidence satisfactory to the Bank that no liens or other encumbrances are registered against the Project Lands, except for Permitted Encumbrances;
- (c) receipt by the Bank of an updated schedule of Pre-Sales including purchaser name and current address, unit number/property address/legal description of the property being acquired, asking price, sale price, deposit status (including location of deposit, amount paid to date and amount and timing of deposit yet to be paid), closing date and any special conditions.

**SECURITY – FACILITY (1)**

The security for the Borrowings under Facility (1) and all other obligations of the Borrower to the Bank shall include:

- (a) This Agreement;
- (b) Collateral mortgage in the amount of \$15,500,000 signed by the Borrower constituting a first charge on the Project Lands;
- (c) General Security Agreement signed by the Borrower constituting a first ranking security interest in all personal property of the Borrower relating to the Project;
- (d) Joint and Several Guarantee and Postponement of Claim on the Bank's form 812 in the amount of \$7,250,000 signed by Imran Jinnah, Symphony Series Developments Inc. and Silver Stream Homes Inc.;
- (e) Joint and several undertaking from the Borrower and the Guarantors agreeing to complete the Project and to fund, from resources outside the Project, all cost overruns in excess of the aggregate costs set out in the Project Budget as approved by the Bank and any deficiencies as provided for in the Availability section as soon as such cost overruns or deficiencies arise or are identified and to complete the Project on time and with due diligence. The Borrower will not be eligible for further draws until such cost overruns or deficiencies are funded;
- (f) First ranking assignment of all construction contracts, planning approvals, permits and licenses, development agreements and contracts, Project plans and specifications and certificates, engineers', architects' and land surveyor's contracts, agreements of purchase and sale for the sale of units comprising the Project and all deposits from such agreements, in favour of the Bank;
- (g) Assignment of full coverage Builders All Risk Insurance with full replacement cost with loss payable to the Bank, and evidence of Public Liability Insurance of not less than \$5,000,000.00. Evidence of coverage of both policies to be by certificate;
- (h) Executed Project Monitor engagement letter;
- (i) Cash Collateral Agreement
- (j) Phase 1 Environmental Assessment
- (k) Environmental Indemnity from the Borrower and Guarantors; and
- (l) Indemnification in respect of LGs issued by the Bank pursuant to Facility (2).

**REPRESENTATIONS AND WARRANTIES**

The Borrower and each of the Guarantors represents and warrants to the Bank, which representations and warranties are deemed to be repeated as at the time of each Borrowing hereunder, that:

- (a) the Borrower and each of the corporate Guarantors is a corporation duly incorporated, validly existing and duly registered or qualified to carry on business in the Province of Ontario;
- (b) the execution, delivery and performance by the Borrower and the corporate Guarantors of this agreement have been duly authorized by all necessary actions and do not violate its constating documents or any Applicable Laws or agreements to which it is subject or by which it is bound;
- (c) no event has occurred which constitutes, or which, with notice, lapse of time, or both, would constitute an Event of Default;
- (d) the Borrower has filed all material tax returns which were required to be filed by it, paid or made provision for payment of all taxes (including interest and penalties) and Potential Prior-Ranking Claims which are due and payable, and provided adequate reserves for payment of any tax, the payment of which is being contested;
- (e) the Borrower has good and marketable title to all of its properties and assets, free and clear of any encumbrances, other than as may be provided for herein;
- (f) the Borrower is in compliance in all material respects with all Applicable Laws including, without limitation, all Environmental Laws;
- (g) there is no claim, action, prosecution or other proceeding of any kind pending or threatened against it or any of its assets or properties before any court or administrative agency which relates to any non-compliance with any Environmental Law or any Release from the Borrower's lands of a Contaminant into the natural environment or which, if adversely determined, might have a material adverse effect upon its financial condition or operations or its ability to perform its obligations under this agreement or any of the Bank's security, and there are no circumstances of which it is aware which might give rise to any such proceeding which it has not fully disclosed to the Bank;
- (h) there are no litigation proceedings, arbitration proceedings or labour disputes and there are no legal proceedings pending or, to the best of its knowledge, threatened against it, before any court or administrative agency or tribunal of any country which, separately or in the aggregate, could reasonably be expected to materially and adversely affect its financial condition, its assets or operations or its ability to perform its obligations hereunder; and
- (i) it is in compliance with all terms and conditions of all insurance policies issued in respect of the Project.

#### **REPORTING COVENANTS**

The Borrower covenants and agrees with the Bank, while this agreement is in effect, to provide the Bank with:

- (a) annual Review Engagement statements for the Borrower, within 120 days of each fiscal year end;
- (b) such other financial and operating statements and reports as and when the Bank may reasonably require;
- (c) updated annual statements from the Guarantors;
- (d) in the event a new Borrowing has not been made under Facility (1) within the previous month, within 30 days of such month end;
  - (i) a Compliance Certificate from the Borrower, substantially in the form of Schedule "E";
  - (ii) a report showing the cost of work completed to date, the cumulative positive or negative value of any change orders, the amount of any holdbacks under any real property lien legislation and the current cost to complete the Project
  - (iii) an update to the Project Budget and Project Schedule together with comments on any material variances from the original Project Budget and Project Schedule provided to the Bank;
  - (iv) comments on any material changes to the Project or any potential or actual problem areas which have been identified and may affect completion of the Project in accordance with the Project Budget and Project Schedule provided to the Bank; and
  - (v) Project Consultants' Certificate(s), substantially in the form of Schedule "F" and contractor statutory declarations on properly sealed CCDC Form 9A-2001 or, alternatively, on other forms or Statutory Declarations that contain at a minimum, the information contained in Form 9A-2001; and
- (e) in the event a new Borrowing has not been made under Facility (1) within the previous month, within 30 days of such month end, an updated schedule of Pre-Sales including purchaser name and current address, unit number/property address, legal description of the property being acquired, asking price, sale price, deposit status (including location of deposit, amount paid to date and amount and timing of deposit yet to be paid) and closing date and any special conditions.

The Bank is entitled to rely on any report or certificate provided to the Bank by the Borrower by way of email or fax transmission as though it were an originally signed document. The Bank is further entitled to assume that any communication from the Borrower received by email or fax transmission is a reliable communication from the Borrower.

#### **GENERAL COVENANTS BORROWER**

The Borrower covenants and agrees with the Bank, while this agreement is in effect:

- (a) to pay all sums of money when due by it under this agreement;
- (b) to provide the Bank with prompt written notice of any event which constitutes, or which, with notice, lapse of time, or both, would constitute an Event of Default;

- (c) to permit the Bank or its representatives, from time to time, to visit and inspect the Borrower's premises, properties and assets and examine and obtain copies of the Borrower's records and discuss the Borrower's affairs with the auditors, counsel and other professional advisers of the Borrower;
- (d) to diligently and continuously proceed with the Project, once commenced, in accordance with the Project Budget and Project Schedule and not to abandon the Project;
- (e) to comply with the provisions of the applicable real property lien legislation, as such act may be amended from time to time;
- (f) not to, without the prior written consent of the Bank and the concurrence of the Project Monitor, make cumulative positive or negative changes to the Project Budget, regardless of whether such changes are within the initial contingency budget, which exceed the least of:
  - (i) \$500,000;
  - (ii) 10% of the approved hard costs portion of the Project Budget; and
  - (iii) 50% of the approved hard costs contingency portion of the Project Budget;
- (g) during the course of construction of the Project, to maintain labour, material and performance bonding as agreed to by the Borrower and the Bank after the Bank's review of the Project Monitor's initial report;
- (h) not to withdraw or distribute Project equity or profit until all Borrowings under Facility (1) have been repaid in full and Borrowings under Facility (2) have been fully cash collateralized on a dollar for dollar basis or secured as required pursuant to the Repayment section of this Agreement;
- (i) to have all liens discharged immediately from title to the Project Lands at its own cost and expense and from its own resources. No further advances will be permitted if a lien has been registered against title to the Project Lands or the Bank has received notice of a lien claim;
- (j) to establish, maintain and operate a separate account with the Bank for the Project and all funds received relating to the Project shall be deposited to and all disbursements for accounts payable and otherwise shall be paid from such account;
- (k) to comply with all terms and conditions of all insurance policies issued in respect of the Project;
- (l) that the Bank reserves the right to expand or vary the scope of the role of the Project Monitor at any time in its discretion, acting reasonably;

- (m) to provide the Bank with the first opportunity to provide residential mortgage financing on competitive terms to qualified purchasers of the Project homes; and
- (n) to permit the Bank to erect a sign, at the Borrower's cost, at the Project site indicating financing is being provided by the Bank.

**GENERAL COVENANTS BORROWER AND GUARANTOR**

Each of the Borrower and Guarantor covenants and agrees with the Bank, while this agreement is in effect:

- (a) to give the Bank 30 days prior written notice of any intended change in the ownership of its shares and not to consent to or facilitate a change in the ownership of its shares without the prior written consent of the Bank;
- (b) to keep its assets fully insured against such perils and in such manner as would be customarily insured by Persons carrying on a similar business or owning similar assets;
- (c) to file all material tax returns which are to be filed by it from time to time, to pay or make provision for payment of all taxes (including interest and penalties) and Potential Prior-Ranking Claims when due, and to provide adequate reserves for the payment of any tax, the payment of which is being contested;
- (d) to comply in all material respects with all Applicable Laws including, without limitation, all Environmental Laws;
- (e) except for Permitted Encumbrances, not to, without the prior written consent of the Bank grant, create, assume or suffer to exist any mortgage, charge, lien, pledge, security interest or other encumbrance affecting any of its properties, assets or other rights;
- (f) not to, without the prior written consent of the Bank, sell, transfer, convey, lease or otherwise dispose of any of its properties or assets other than in the ordinary course of business and on commercially reasonable terms;
- (g) not to, without the prior written consent of the Bank, guarantee or otherwise provide for, on a direct, indirect or contingent basis, the payment of any monies or performance of any obligations by any other Person, except as may be provided for herein;
- (h) not to, without the prior written consent of the Bank, merge, amalgamate, or otherwise enter into any other form of business combination with any other Person;
- (i) to provide the Bank with prompt written notice of any non-compliance by the Borrower with any Environmental Laws or any Release from the land of the Borrower of a Contaminant into the natural environment and to indemnify and

(j) to immediately fund from resources outside the Project any cost overruns, margin deficiencies or debt servicing shortfalls as they may occur or be identified by the Bank or the Project Monitor;

## EVENTS OF DEFAULT

- (a) the Borrower fails to pay when due any principal, interest, fees or other amounts due under this agreement;
- (b) the Borrower or any of the Guarantors breaches any provision of this agreement or any security or other agreement with the Bank or any subsidiary or affiliate of the Bank;
- (c) the Borrower or any of the Guarantors defaults in the payment of any indebtedness to any Person other than the Bank or in the performance or observance of any agreement in respect of any such indebtedness where, as a result of such default, the maturity of such indebtedness is or may be accelerated;
- (d) any representation or warranty made or deemed to have been made herein or in any certificate or security provided for herein shall be false or inaccurate in any materially adverse respect;
- (e) there is, in the opinion of the Bank, a material adverse change in the financial condition, operation or ownership of the Borrower or any of the Guarantors;
- (f) the Borrower or any of the Guarantors is unable to pay its debts as such debts become due, or is, or is adjudged or declared to be, or admits to being, bankrupt or insolvent;
- (g) any notice of intention is filed or any voluntary or involuntary case or proceeding is filed or commenced for (i) the bankruptcy, liquidation, winding-up, dissolution or suspension of general operations of the Borrower or any of the Guarantors, or (ii) the composition, re-scheduling, reorganization, arrangement or readjustment of, or other relief from, or stay of proceedings to enforce, some or all of the debts of the Borrower or any of the Guarantors, or (iii) the appointment of a trustee, receiver, receiver and manager, liquidator, administrator, custodian or other official for, all or any significant part of the assets of the Borrower or any of the Guarantors, or (iv) the possession, foreclosure or retention, or sale or other disposition of, or other proceedings to enforce security over, all or any significant part of the assets of the Borrower or any of the Guarantors;
- (h) any secured creditor, encumbrancer or lienor, or any trustee, receiver, receiver and manager, agent, bailiff or other similar official appointed by or acting for any

secured creditor, encumbrancer or lienor, takes possession of, or forecloses or retains, or sells or otherwise disposes of, or otherwise proceeds to enforce security over all or any significant part of the assets of the Borrower or any of the Guarantors or gives notice of its intention to do any of the foregoing;

- (i) any provision of this agreement or any security agreement given in connection therewith becomes invalid or unenforceable for any reason whatsoever; or
- (j) any governmental or regulatory approvals or licenses which are material to the business of the Borrower or any of Guarantors are revoked or suspended for any reason whatsoever;

then, in such event, the ability of the Borrower to make further Borrowings under any Credit Facility which is a term facility under this agreement shall immediately terminate and the Bank may, by written notice to the Borrower, declare the Borrowings outstanding under any such Credit Facility to be immediately due and payable. Upon receipt of such written notice, the Borrower shall immediately pay to the Bank all Borrowings outstanding under any Credit Facility which is a term facility under this agreement and all other obligations of the Borrower to the Bank in connection with any such Credit Facility under this agreement including, without limitation, an amount equal to the aggregate of the face amounts of all LGs which are outstanding, unmatured or unexpired, which amount shall be held by the Bank as security for the Borrower's obligations to the Bank in respect of such instruments or contracts. The Bank may enforce its rights to realize upon its security and retain an amount sufficient to secure the Bank for the Borrower's obligations to the Bank in respect of such contracts or instruments.

Nothing contained in the foregoing Events of Default section shall limit any right of the Bank under this agreement to terminate or demand payment of, or cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility made available under this agreement.

#### **SUCCESSORS AND ASSIGNS**

This agreement shall be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns.

The Bank may assign all or part of its rights and obligations under this agreement to any Person. The rights and obligations of the Borrower under this agreement may not be assigned without the prior written consent of the Bank.

The Bank may disclose to potential or actual assignees confidential information regarding the Borrower (including, any such information provided by the Borrower to the Bank) and shall not be liable for any such disclosure.

#### **GENERAL**

##### **Expenses**

The Borrower agrees to pay all fees (including legal fees), costs and expenses incurred by the Bank in connection with the preparation, negotiation and documentation of this agreement and

the security provided for herein and the operation, enforcement or termination of this agreement and the security provided for herein.

#### Review

The Bank may conduct periodic reviews of the affairs of the Borrower, as and when determined by the Bank, for the purpose of evaluating the financial condition of the Borrower. The Borrower shall make available to the Bank such financial statements and other information and documentation as the Bank may reasonably require and shall do all things reasonably necessary to facilitate such review by the Bank.

#### Potential Prior-Ranking Claims

The Borrower hereby grants its consent (such consent to remain in force as long as this agreement is in effect or any Borrowings are outstanding) to any Person having information relating to any Potential Prior-Ranking Claim arising by any law, statute, regulation or otherwise and including, without limitation, claims by or on behalf of government to release such information to the Bank at any time upon its written request for the purpose of assisting the Bank to evaluate the financial condition of the Borrower.

#### Set Off

The Bank is authorized, but not obligated, at any time, to apply any credit balance, whether or not then due, to which the Borrower is entitled on any account in any currency at any branch or office of the Bank in or towards satisfaction of the obligations of the Borrower due to the Bank under this agreement. The Bank is authorized to use any such credit balance to buy such other currencies as may be necessary to effect such application.

#### Non-Merger

The provisions of this agreement shall not merge with any security provided to the Bank, but shall continue in full force for the benefit of the parties hereto.

#### Amendments and Waivers

No amendment or waiver of any provision of this agreement will be effective unless it is in writing signed by the Borrower and the Bank. No failure or delay, on the part of the Bank, in exercising any right or power hereunder or under any security document shall operate as a waiver thereof. The Guarantors agree that the amendment or waiver of any provision of this agreement (other than agreements, covenants or representations expressly made by the Guarantors herein, if any) may be made without and does not require the consent or agreement of, or notice to, the Guarantors.

#### Severability

If any provision of this agreement is or becomes prohibited or unenforceable in any jurisdiction, such prohibition or unenforceability shall not invalidate or render unenforceable the provision concerned in any other jurisdiction nor invalidate, affect or impair any of the remaining provisions of this agreement.

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Governing Law

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

Life Insurance Options

The Borrower acknowledges that Borrowings are not insured under the Bank's Business Loan Insurance Plan.

Whole Agreement

This agreement, the security and any other written agreement delivered pursuant to or referred to in this agreement constitute the whole and entire agreement between the parties in respect of the Credit Facilities. There are no verbal agreements, undertakings or representations in connection with the Credit Facilities.

Joint and Several

Where more than one Person is liable as Borrower or Guarantor for any obligation under this agreement, unless otherwise provided herein then the liability of each such Person for such obligation is joint and several with each other such Person.

Counterpart Execution

This agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together constitute one and the same instrument.

Time

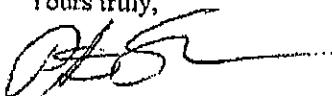
Time shall be of the essence in all provisions of this agreement.

Acceptance

This offer is open for acceptance until September 30, 2011 after which date it will be null and void, unless extended in writing by the Bank.

Please confirm your acceptance of this agreement by signing the attached copy of this letter in the space provided below and returning it to the undersigned.

Yours truly,



Peter Skain  
Senior Account Manager

We acknowledge and accept the foregoing terms and conditions  
as of September \_\_\_\_\_, 2011.

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2148991 ONTARIO INC.

Per: \_\_\_\_\_  
Name:  
Title:

I have authority to bind the corporation.

We acknowledge and confirm our agreement with the foregoing terms and conditions, as  
Guarantors, as of September \_\_\_\_\_, 2011.

\_\_\_\_\_  
Imran Jinnah

SYMPHONY SERIES DEVELOPMENTS INC.

Per: \_\_\_\_\_  
Name:  
Title:

I have authority to bind the Corporation.

SILVER STREAMS HOMES INC.

Per: \_\_\_\_\_  
Name:  
Title:

I have authority to bind the Corporation.

Schedule "A" to the agreement dated September 13, 2011, 2148991 Ontario Inc. as Borrower, and Royal Bank of Canada, as the Bank.

#### DEFINITIONS

For the purpose of this agreement, the following terms and phrases shall have the following meanings:

**"Applicable Laws"** means, with respect to any Person, property, transaction or event, all present or future Applicable Laws, statutes, regulations, rules, orders, codes, treaties, conventions, judgements, awards, determinations and decrees of any governmental, regulatory, fiscal or monetary body or court of competent jurisdiction in any applicable jurisdiction;

**"Business Day"** means a day, excluding Saturday, Sunday and any other day which shall be a legal holiday or a day on which banking institutions are closed throughout Canada;

**"Contaminant"** includes, without limitation, any pollutant, dangerous substance, liquid waste, industrial waste, hazardous material, hazardous substance or contaminant including any of the foregoing as defined in any Environmental Law;

**"Deferred Costs"** means Project costs which are to be incurred after all Borrowings under Facility (1) have been repaid in full and Borrowings under Facility (2) have been fully cash collateralized on a dollar for dollar basis or secured as required pursuant to the Repayment section of this agreement;

**"Environmental Activity"** means any activity, event or circumstance in respect of a Contaminant, including, without limitation, its storage, use, holding, collection, purchase, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling or transportation, or its Release into the natural environment, including movement through or in the air, soil, surface water or groundwater;

**"Environmental Laws"** means all Applicable Laws relating to the environment or occupational health and safety, or any Environmental Activity;

**"Equity Contribution"** means \$2,420,000 based on a land value of \$4,283,000;

**"GAAP"** means, generally accepted accounting principles in effect from time to time in Canada applied in a consistent manner from period to period. Any change in accounting principles or the application of accounting principles, including without limitation the use of differential reporting (or any changes to the selection of differential reporting options), is only permitted with the prior consent of the Bank;

**"Guarantor"** means each of Symphony Series Developments Inc. a corporation and Silver Streams Homes Inc. a corporation and Imran Jinnah an individual and **"Guarantors"** means all of them;

**"Interim Revenue"** means proceeds of sale, recovery of expenses or any other Project cash flow received or anticipated while any availability exists or any Borrowings remain outstanding under Facility (1);

**"Letter of Guarantee" or "LG"** means a documentary credit issued by the Bank on behalf of the Borrower for the purpose of providing security to a third party that the Borrower or a person designated by the Borrower will perform a contractual obligation owed to such third party;

**"Minimum Required Deposit"** means a non-refundable contracted deposit of \$30,000 for sales prior to August 24, 2011, and a non-refundable contracted deposit of \$40,000 for sales after August 24, 2011, of which (in either case) at least \$20,000 has been received by the Borrower prior to initial funding;

**"Net Sales Proceeds"** means the proceeds received from the sale of units in the Project less deposits, where deposits have been used as a source of funds for development of the Project, real estate commissions and closing costs and less HST, where such has been included in the sale price;

**"Net Realizable Value"** means:

- (i) when used in connection with a Pre-Sold unit, the gross selling price of the unit, less HST and normal closing costs; and
- (ii) when used in connection with an unsold unit, the estimated sale price less HST and normal closing costs;

**"Permitted Encumbrances"** means, in respect of the Project:

- (i) minor non financial encumbrances on the Project Lands such as easements and rights of way which do not materially detract from the value of such property;
- (ii) security interests or charges in personal property of the Borrower incurred or assumed in connection with the purchase, leasing or acquisition of capital equipment or office equipment in the ordinary course of business; and
- (iii) security granted in favour of the Bank;

**"Person"** includes an individual, a partnership, a joint venture, a trust, an unincorporated organization, a company, a corporation, an association, a government or any department or agency thereof, and any other incorporated or unincorporated entity;

**"Potential Prior-Ranking Claims"** means all amounts owing or required to be paid, where the failure to pay any such amount could give rise to a claim pursuant to any law, statute, regulation or otherwise, which ranks or is capable of ranking in priority to the Bank's security or otherwise in priority to any claim by the Bank for repayment of any amounts owing under this agreement;

**"Pre-Sale"** means the sale of units where the Borrower has entered into a binding unconditional agreement of purchase and sale with a *bona fide* arm's length purchaser, who is acquiring the unit as his/her personal residence where:

- (i) the Borrower has provided a copy of the executed purchase and sale agreement to the Bank;

- (ii) the purchase and sale agreement provides for the Minimum Required Deposit;
- (iii) all deposits have been received by the Borrower or are held in trust by a lawyer, notary, real estate agent or other surety acceptable to the Bank in accordance with the purchase and sale agreement; and
- (iv) the closing date is no longer than 18 months from the date of execution of the purchase and sale agreement;

**"RBP"** and **"Royal Bank Prime"** each means the annual rate of interest announced by the Bank from time to time as being a reference rate then in effect for determining interest rates on commercial loans made in Canadian currency in Canada;

**"Release"** includes discharge, spray, inject, inoculate, abandon, deposit, spill, leak, seep, pour, emit, empty, throw, dump, place and exhaust, and when used as a noun has a similar meaning.

Schedule "B" to the agreement dated September 13, 2011, 2148991 Ontario Inc. as Borrower, and Royal Bank of Canada, as the Bank.

#### NOTICE REQUIREMENTS

##### Notice Requirements for RBP Loans:

| Amount                                            | Prior Notice                                                              |
|---------------------------------------------------|---------------------------------------------------------------------------|
| Under \$10,000,000                                | By 2:00 p.m. (Toronto time) on the day of Borrowing                       |
| \$10,000,000 up to but not including \$50,000,000 | By 10:00 a.m. (Toronto time) on the day of Borrowing                      |
| \$50,000,000 and over                             | By 12:00 p.m. (Toronto time) 1 Business Day prior to the day of Borrowing |

##### Notice Requirements for BAs:

| Amount                               | Prior Notice                                                             |
|--------------------------------------|--------------------------------------------------------------------------|
| Up to but not including \$50,000,000 | By 10:00 a.m. (Toronto time) on the day of Borrowing                     |
| \$50,000,000 and over                | By 12:00 p.m. (Toronto time) 1 Banking Day prior to the day of Borrowing |

Schedule "C" to the agreement dated September 13, 2011, between 2148991 Ontario Inc., as Borrower, and Royal Bank of Canada, as the Bank,

#### BORROWING CONDITIONS

Borrowings made otherwise than by way of RBP Loans will be subject to the following terms and conditions:

**LGs:**

- (a) each LG shall expire on a Business Day and shall have a term of not more than 365 days;
- (b) at least 2 Business Days prior to the issue of an LG, the Borrower shall execute a duly authorized application with respect to such LG and each LG shall be governed by the terms and conditions of the relevant application for such contract;
- (c) an LG may not be revoked prior to its expiry date unless the consent of the beneficiary of the LG has been obtained;
- (d) any LG issued under a term facility must have an expiry date on or before the maturity date of the term facility, unless otherwise agreed by the Bank; and
- (e) if there is any inconsistency at any time between the terms of this agreement and the terms of the application for LG, the terms of the application for LG shall govern.

Schedule "D" to the agreement dated September 13, 2011, between 2148991 Ontario Inc., as Borrower, and Royal Bank of Canada, as the Bank.

**Project Monitor's Standard Terms Of Engagement**

1. Provide a preliminary report that addresses the following:

- a. A review of the Project plans and specifications for completeness and adequacy, compliance with applicable permits, municipal bylaws and applicable codes to determine whether all costs (including onsite and offsite or external construction or servicing costs, soft costs and financing costs) have been identified in order to fully develop the Project. Where final plans and specifications have not been provided, please provide comments and recommendations.
- b. A review of the general contract, head contract, construction management contract and/or material trade contracts (as appropriate) for completeness and consistency with the Project description provided by the Bank and to determine any contract exclusions and/or amendments which may require Project budget adjustments. Comments on the form of contracts and any risks arising therefrom should be made.
- c. A review of all material contractors and/or subcontractors with comments as to their competence, performance capability and experience with the type of project proposed. Where required, a review of the status of the contractors' licenses should be undertaken as well. While the final decision on the requirement for bonding remains with the Bank, your review should also include advice on bonding.
- d. A review of soil tests, geotechnical reports and/or environmental assessments to ascertain that any material recommendations appear to have been incorporated into the plans and specifications and the Project budget.
- e. Whether any of the supply contracts provides for retention of ownership, by way of conditional sales contracts or purchase money security interests, of any personal property being supplied to the Project.
- f. A review of the Project construction time schedule in the context of the Project plans and specifications, general contract and head contracts to determine whether it is realistic.
- g. A review of all material cost items included (or which, in the project monitor's opinion, ought to be included) in the Project budget with a view to determining the completeness, adequacy and reasonableness of the Project budget. This review is to be based on:
  - (i) In the case of a construction management form of administration or non-arm's length general contract, a detailed construction estimate prepared by the project monitor OR a review by the project monitor of arm's length trade contracts substantiating 70% of the construction budget together with a review

of trade quotations or an estimate prepared by the project monitor for the remainder.

- (ii) In the case of a fixed price arm's length general contract, a review by the project monitor of such arm's length fixed price general contract.

In all cases, appropriate front-end loading checks are to be performed by the project monitor.

- h. A review of the Project budget and cash flow projections and advise of any revisions thereto that may appear necessary. The Project cash flow must show cash inflows and outflows separately and identify equity, financing, interim lease and/or sale revenues and HST, PST (where any portion is refundable) and QST. The foregoing reviews should also include a specific opinion on the adequacy of the contingency allowance in the budget and legally required contributions to the contingency reserve fund of the applicable strata corporation (B.C. only).
- i. A review of any approved, pending, proposed and potential change orders or revisions to date to determine their completeness, adequacy and reasonableness as to both scope and cost.
- j. Confirmation of the Borrower's initial equity contribution by way of a review of paid invoices, bank statements or cancelled cheques for material soft costs and an initial review of the site to determine hard construction costs incurred prior to the first draw.
- k. For residential projects (excluding land servicing), confirmation of registration of the Project with an acceptable new home warranty program.
- l. A review of insurance certificates or policies to determine that the sum insured, insured parties, loss payable and period of coverage are appropriate. By way of guidance, we would expect the following minimum insurance coverage (dollar amounts for projects relate to the project costs excluding land):
  - For land servicing projects:
    - 1. General Liability Insurance: \$2,000,000 for projects < \$10,000,000, \$5,000,000 for projects between \$10,000,000 and \$25,000,000 and \$10,000,000 for projects > \$25,000,000.
  - For commercial buildings, high rise residential and low rise residential projects:
    - 1. General Liability Insurance/Wrap-up Liability: \$5,000,000 for projects < \$10,000,000, \$10,000,000 for projects between \$10,000,000 and \$25,000,000 and \$15,000,000 for projects > \$25,000,000;
    - 2. Builder's Risk/Course of Construction Insurance: Should insure the replacement cost of the project, "All Risk" policy including theft, earthquake and flood; and

3. Soft cost endorsement equal to 25% of the Project costs (excluding land).
  - m. A review of all material permits, development agreements, municipal requirements, management agreements, consultants' agreements, land purchase agreement(s) and, where applicable, any vendor financing agreement(s), which affect the Project cash flow. Financial Agreements are to be reviewed for cash flow implications only.
  - n. A review of pre-sales to date, including status of the purchase and sale agreements as well as any deposits payable under such purchase and sale agreements, whether and where such deposits are held and whether the deposits are to be used in the construction of the Project and, if so, on what terms. In addition, the review is to determine whether purchaser upgrades have a material effect on the Project budget and whether or not the upgrades have been paid for directly to the Borrower.
  - o. Comments on any disagreements with the Borrower with respect to any of the above items. Where the project monitor's review has led to changes that have been agreed to by the Borrower and the Bank, the preliminary report must reflect this.
  - p. Comments on any potential problem areas that have been identified and which may affect completion of the Project in accordance with the budget and construction time schedule.
  - q. Recommendations on such other matters as may have become evident in the course of your review.
2. Provide a report with each draw request under the Project credit facility, which includes the following:
    - (a) A report showing the cost of work completed to date, the cumulative positive or negative value of any change orders, the amount of any holdbacks under any applicable real property lien legislation and the current estimate of cost to complete the Project. The report will segregate construction costs from soft costs and its appendices will identify the contractors on the Project and will quantify the amount to be advanced to the Borrower and the amount of holdbacks to be retained, released and/or advanced into a project holdback account (if applicable). The amount of holdbacks to be released is to be supported by a properly sealed CCDC Form 9B-2001 from each subcontractor to which a holdback is being released (or, alternatively, such other form or Statutory Declaration which contains, at a minimum, the information contained in Form 9B-2001).
    - (b) An update of the Project cash flow projection, together with comments on any material variances from the original cash flow projection.
    - (c) An update of pre-sales to date, including status of the purchase and sale agreements as well as any deposits payable under such purchase and sale agreements, whether and where such deposits are held and whether the deposits are to be used in the construction of the Project and, if so, on what terms. In addition, the review is to

determine whether purchaser upgrades have a material effect on the Project budget and whether or not the upgrades have been paid for directly to the Borrower.

- (d) Comments on material changes to the draft plans and specifications where final versions have been provided at the time of the draw.
- (e) Comments on any potential problem areas which have been identified and which may affect completion of the Project in accordance with the budget and construction time schedule, together with recommendations for budget and construction schedule revisions.
- (f) A certificate from the project monitor in the form attached as Form A or alternatively, a reporting letter that contains, at a minimum, the information contained in Form A.
- (g) A certificate from the Borrower in the form attached as Form B.
- (h) Such certificate(s) or declaration(s) from the contractor(s), subcontractor(s) and/or consultant(s) as the project monitor deems necessary to certify that construction is being performed in accordance with the approved plans and specifications and complies with the applicable permit(s), municipal bylaws and the applicable code(s). Contractor declarations are to be on properly sealed CCDC Form 9A-2001 and subcontractor declarations are to be on properly sealed CCDC Form 9B-2001, or alternatively, are to be on other forms or Statutory Declarations that contain, at a minimum, the information contained in Forms 9A-2001 or 9B-2001, as applicable. Consultant certificates are to be in the form attached in Form C or, alternatively, in a letter signed by the consultant that contains, at a minimum, the information contained in Form C.

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Schedule "E" to the agreement dated September 13, 2011 between 2148991 Ontario Inc., as Borrower, and Royal Bank of Canada, as the Bank.

### COMPLIANCE CERTIFICATE

|                                                                                                                         |                                                |
|-------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|
| TO: Royal Bank of Canada ("Bank")                                                                                       | BORROWER: 2148991 Ontario Inc.<br>("Borrower") |
| PROJECT: 48 lots on 3.38 acres of land located at Bathurst Street and Puccini Drive, Richmond Hill, Ontario ("Project") | COMPLETION DATE: [Date] ("Completion Date")    |

I, \_\_\_\_\_, the [insert title] of • hereby certify as of \_\_\_\_\_ [insert date]:

1. I am familiar with and have examined the provisions of the letter agreement (the "Letter Agreement") dated [Date], between [Name], as Borrower, and Royal Bank of Canada (the "Bank"), as the Bank, and have made reasonable investigations of corporate records and inquiries of other officers and senior personnel of the Borrower. Terms defined in the Letter Agreement have the same meanings when used in this certificate.
2. The representations and warranties contained in the Letter Agreement are true and accurate in all respects as of the date hereof.
3. No event has occurred which constitutes, or which, with notice, lapse of time, or both, would constitute, [an Event of Default][a breach of any covenant or other term or condition of the Letter Agreement or any security agreement given in connection therewith].
4. The Project has not been damaged by fire or other casualty and no part of the premises has been expropriated and no proceedings therefor are pending.
5. Construction of the Project is progressing satisfactorily so as to ensure its timely completion in accordance with the Project Schedule.
6. [May be deleted where the financing is for the construction of residential single family housing] The estimated Completion Date is [insert date] and the estimated cost to complete is [insert amount].
7. The requirements of any applicable real property lien legislation, including, where applicable, the administration of any holdback accounts, are being met and nothing has occurred subsequent to the date of the Letter Agreement which has resulted or may result in the creation of any lien or legal hypothec, charge or encumbrance upon the premises or any part thereof or which has or may substantially and adversely impair the ability of the Borrower to make all payments of principal and interest under the Letter Agreement or which

has or may substantially and adversely impair the financial standing of any guarantor(s) of the obligations of the Borrower under the Letter Agreement or any security agreement given in connection therewith.

8. ~~[May be deleted if property being developed is not subject to pre-leasing]~~ If any leases of all or part of the premises are in effect or have been executed by the Borrower, the said leases are in full force and effect and, where applicable, in form satisfactory to the permanent lender and the Borrower has not breached any provisions thereof and has received no notice or other communication (written or oral) from any other party thereto notifying the Borrower of a breach or alleged breach.
9. The Borrower has invested in the lands and Project, as at the date hereof \$[insert amount] of its own capital.
10. Any and all funds received from the Bank previously as advances under the Letter Agreement have been expended or are being held in trust solely for the purpose for which they were advanced; no item of construction costs previously certified to the Bank with a request for advance remains unpaid as of the date hereof; further, there are no trade or supplier disputes.
11. The summary of Project costs attached hereto as Schedule A is true and accurate.
12. All of the statements contained in this certificate are true, complete and accurate in all respects as of the date hereof.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Schedule "F" to the agreement dated September 13, 2011 between 2148991 Ontario Inc., as Borrower, and Royal Bank of Canada, as the Bank.

### PROJECT CONSULTANT'S CERTIFICATE

|                                          |                                                                                                                                   |
|------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| <b>TO:</b> Royal Bank of Canada ("Bank") | <b>BORROWER:</b> 2148991 Ontario Inc.<br>("Borrower")                                                                             |
| <b>ADVANCE NO:</b>                       | <b>PROJECT:</b> 48 lots on 3.38 acres of land located at Bathurst Street and Puccini Drive, Richmond Hill, Ontario<br>("Project") |
| <b>CERTIFICATE DATE:</b> [Date]          | <b>COMPLETION DATE:</b> [Date] ("Completion Date")                                                                                |

Based on my/our professional experience and qualifications and after making such reasonable enquiries as I/we have deemed necessary in the circumstances, I/we hereby certify to the Bank as follows:

1. I/we have periodically inspected construction since the commencement of construction and last inspected the Project on [insert date] (the "Inspection Date").
2. All required permits, licenses and other authorizations have been obtained and are being maintained.
3. Construction and development of the Project up to and including the Inspection Date has been performed in a good and workmanlike manner.
4. Construction and development of the Project up to and including the Inspection Date has been performed substantially in accordance with (i) the plans and specifications, (ii) all applicable building codes, municipal bylaws and regulations, (iii) all required permits, licenses and other authorizations and (iv) all applicable laws, rules and regulations including, without limitation, environmental laws.
5. In my/our opinion, as of the date hereof, the figures set forth below accurately reflect the Project costs or work completed on the Project and the costs of the remaining work required to complete the Project in accordance with the plans and specifications. A report setting out in greater detail those elements comprising the figures set out below is attached hereto and forms part of this Certificate.
  - a. Project costs of work completed to date: \$ \_\_\_\_\_
  - b. Project costs of remaining work: \$ \_\_\_\_\_
  - c. Estimated total Project costs (a+b): \$ \_\_\_\_\_
  - d. Original estimate of total Project costs: \$ \_\_\_\_\_

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Schedule "F" - Page 2

e. Amount of additional costs, if any (c-d): \$\_\_\_\_\_

6. In my/our opinion, as of the date hereof, the remaining contingency reserve of \$● contained in 5b above is adequate given the current state of work in place and contracts entered into to complete the Project.

7. In my/our opinion, as of the date hereof, the estimated date of completion of the Project is ●. Reasons for delay, if applicable, are outlined in the attached schedule.

This certificate is given in connection with the above-referenced advance under your construction letter agreement with the Borrower indicated above and you may rely upon it in making such advance.

Dated at [City], [Province], this [ ] day of [ ], 200[ ].

[Consultant's Name]

per: \_\_\_\_\_

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# FORM A - PROJECT MONITOR CERTIFICATE

|                                   |                                                                                                                         |
|-----------------------------------|-------------------------------------------------------------------------------------------------------------------------|
| TO: Royal Bank of Canada ("Bank") | BORROWER: 2148991 Ontario Inc. ("Borrower")                                                                             |
| ADVANCE NO:                       | PROJECT: 48 lots on 3.38 acres of land located at Bathurst Street and Puccini Drive, Richmond Hill, Ontario ("Project") |
| CERTIFICATE DATE: [Date]          | COMPLETION DATE: [Date] ("Completion Date")                                                                             |

Based on my/our professional experience and qualifications and after making such reasonable enquiries as I/we have deemed necessary in the circumstances, I/we hereby certify to the Bank as follows:

1. I/we have periodically reviewed construction since the commencement of construction and last visited the Project on [Date].
2. In my/our opinion, as of the date hereof, the figures set forth below accurately reflect the Project costs or work completed on the Project and the costs of the remaining work required to complete the Project in accordance with the plans and specifications. A report setting out in greater detail those elements comprising the figures set out below is attached hereto and forms part of this Certificate.
  - a. Project costs of work completed to date: \$ \_\_\_\_\_
  - b. Project costs of remaining work: \$ \_\_\_\_\_
  - c. Estimated total Project costs (a+b): \$ \_\_\_\_\_
  - d. Original estimate of total Project costs: \$ \_\_\_\_\_
  - e. Amount of additional costs, if any (c-d): \$ \_\_\_\_\_
3. In my/our opinion, as of the date hereof, the remaining contingency reserve of \$[insert amount] contained in 2b above is adequate given the current state of work in place and contracts entered into to complete the Project.
4. In my/our opinion, as of the date hereof, the estimated date of completion of the Project is [insert date]. Reasons for delay, if applicable, are outlined in the attached schedule.

This certificate is given in connection with the above-referenced advance under your construction letter agreement with the Borrower indicated above and you may rely upon it in making such advance.

Dated at the City of Toronto, Province of Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 201 \_\_\_\_.

per: \_\_\_\_\_

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## FORM B - REQUEST FOR ADVANCE

|                                   |                                                                                                                         |
|-----------------------------------|-------------------------------------------------------------------------------------------------------------------------|
| TO: Royal Bank of Canada ("Bank") | BORROWER: 2148991 Ontario Inc. ("Borrower")                                                                             |
| ADVANCE NO:                       | PROJECT: 48 lots on 3.38 acres of land located at Bathurst Street and Puccini Drive, Richmond Hill, Ontario ("Project") |
| CERTIFICATE DATE: [Date]          | COMPLETION DATE: [Date] ("Completion Date")                                                                             |

Borrower hereby requests an advance of [insert amount in words] Dollars (\$[insert amount in numbers]) for work done on the Project from [date] to [date] pursuant to the terms of the letter agreement between the Bank and the Borrower dated September 13, 2011 (the "Letter Agreement").

Capitalized terms used and not defined herein shall have the same meaning given to them in the Letter Agreement.

After due investigation and to induce the Bank to make this advance, the Borrower hereby certifies that:

1. The representations and warranties contained in the Letter Agreement are true and accurate in all respects as of the date hereof.
2. No event has occurred, or would result from this advance, which constitutes, or which, with notice, lapse of time, or both, would constitute, an Event of Default;
3. The Project has not been damaged by fire or other casualty and no part of the premises has been expropriated and no proceedings therefor are pending.
4. Construction of the Project is progressing satisfactorily so as to ensure its timely completion in accordance with the Project Schedule.
5. The estimated Completion Date is [insert date] and the estimated cost to complete is [insert amount].
6. The requirements of any applicable real property lien legislation, including, where applicable, the administration of any holdback accounts, are being met and nothing has occurred subsequent to the date of the Letter Agreement which has resulted or may result in the creation of any lien or legal hypothec, charge or encumbrance upon the premises or any part thereof or which has or may substantially and adversely impair the ability of the Borrower to make all payments of principal and interest under the Letter Agreement or which has or may substantially and adversely impair the financial standing of any guarantor(s) of the obligations of the Borrower under the Letter Agreement or any security agreement given in connection therewith.
7. The Borrower has invested in the lands and Project, as at the date hereof \$7,000,000 of equity by way of land value.
8. Any and all funds received from the Bank previously as advances under the Letter

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Agreement have been expended or are being held in trust solely for the purpose for which they were advanced; no item of construction costs previously certified to the Bank with a request for advance remains unpaid as of the date hereof; and no part of said funds has been nor any part of the funds to be received pursuant to this request for advance shall be used for any other purposes; further, there are no trade or supplier disputes.

- 9. The summary of Project costs attached hereto as Schedule A is true and accurate.
- 10. All of the statements contained in this request for advance are true, complete and accurate in all respects as of the date hereof.
- 11. You are hereby irrevocably authorized and directed to deduct from the gross proceeds of the advance and to pay all accrued and unpaid interest on the loan up to the date of the advance and all fees, disbursements and other costs or charges payable by the Borrower pursuant to the Letter Agreement.

Dated at \_\_\_\_\_, Province of Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 201 \_\_\_\_\_.

**2148991 ONTARIO INC.**

per: \_\_\_\_\_

## FORM C - PROJECT CONSULTANT'S CERTIFICATE

|                                   |                                                                                                                            |
|-----------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| TO: Royal Bank of Canada ("Bank") | BORROWER: 2148991 Ontario Inc.<br>("Borrower")                                                                             |
| ADVANCE NO:                       | PROJECT: 48 lots on 3.38 acres of land located at Bathurst Street and Puccini Drive, Richmond Hill, Ontario<br>("Project") |
| CERTIFICATE DATE: [Date]          | COMPLETION DATE: [Date] ("Completion Date")                                                                                |

Based on my/our professional experience and qualifications and after making such reasonable enquiries as I/we have deemed necessary in the circumstances, I/we hereby certify to the Bank as follows:

1. I/we have periodically inspected construction since the commencement of construction and last inspected the Project on [insert date] (the "Inspection Date").
2. All required permits, licenses and other authorizations have been obtained and are being maintained.
3. Construction and development of the Project up to and including the Inspection Date has been performed in a good and workmanlike manner.
4. Construction and development of the Project up to and including the Inspection Date has been performed substantially in accordance with (i) the plans and specifications, (ii) all applicable building codes, municipal bylaws and regulations, (iii) all required permits, licenses and other authorizations and (iv) all applicable laws, rules and regulations including, without limitation, environmental laws.

This certificate is given in connection with the above-referenced advance under your construction letter agreement with the Borrower indicated above and you may rely upon it in making such advance.

Dated at the City of Toronto, Province of Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 201 \_\_\_\_.

(Consultants Name)

per: \_\_\_\_\_



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3300 Highway No. 7, Suite 801, Vaughan, ON L4K 4M3  
T. 905.760.5500 F. 905.760.5575 www.rescon.ca

November 2, 2011

2148991 Ontario Inc. c/o  
Silver Streams Homes  
103 Naughton Drive  
Richmond Hill, ON  
L4C 8B3

Attention: Imran Jinnah

Dear Sirs:

**RE: Symphony Project Phase III  
48 Townhomes and Semi Detached Residential Homes  
Puccini Drive and Bathurst Street Richmond Hill, ON**

We enclose herewith one original copy of an Amendment Letter dated October 28, 2011 regarding the above noted residential project, for your review.

We would ask that you please sign and return the letter to our office at your earliest convenience.

If you have any questions regarding the enclosed please do not hesitate to call.

Yours truly,

**Rescon Financial Corporation**

A handwritten signature in cursive script, appearing to read 'Elise Green-Orlans'.

**Elise Green-Orlans**  
Encls.

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Peter Skain  
Senior Account Manager – Builder Finance

Real Estate Markets  
20 King Street West, 2nd Floor  
Toronto, Ontario M5H 1C4  
Tel: (416) 974-1665  
Fax: (416) 974-8828  
e-mail: peter.skain@rbc.com

October 28, 2011.

**PRIVATE AND CONFIDENTIAL**

C/O Rescon Financial Corporation  
3300 Highway #7, Suite 801  
Vaughan, Ontario  
L4K 4M3

2148991 Ontario Inc.  
103 Naughton Drive  
Richmond Hill, Ontario  
L4C 8B3

**Attention: Mr. Imran Jinnah**

We refer to the agreement dated September 15, 2011, and any amendments thereto, between 2148991 Ontario Inc., as the Borrower, and Royal Bank of Canada, as the Bank, (the "Agreement").

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

The Agreement is amended as follows:

1. Security-Facility (1) section is amended by adding the following:

(m) Subordination and standstill agreement in favour of the Bank signed by Daupal Management Limited agreeing to provide discharges on a lot by lot basis, whether or not in default, without payment until the Bank is paid in full;

(n) Subordination and standstill agreement in favour of the Bank signed by Puccini Mortgage Corp. agreeing to provide discharges on a lot by lot basis, whether or not in default, without payment until the Bank is paid in full; and

(o) Subordination and standstill agreement in favour of the Bank signed by 388242 Ontario Limited agreeing to provide discharges on a lot by lot basis, whether or not in default, without payment until the Bank is paid in full.

\* Registered Trademark of Royal Bank of Canada

2. The definition of "Permitted Encumbrances" is amended by adding at the end thereof:
  - (iv) a mortgage in the amount of \$5,500,000 signed by the Borrower in favour of Daupal Management Limited covering the Project Lands;
  - (v) a mortgage in the amount of \$2,600,000 signed by the Borrower in favour of Puccini Mortgage Corp. covering the Project lands; and
  - (vi) a mortgage in the amount of \$1,500,000 signed by the Borrower in favour of 388242 Ontario Limited covering the Project Lands;
3. The correct names of the Guarantors are Silver Streams Homes Inc. and Symphony Series Co-Tenancy Corp. and the Agreement is amended to reflect the correct names.
4. Availability under Facility #1 section (a) is amended as follows:

if the initial Borrowing under this facility does not occur before January 31, 2012 the Bank may, at its sole discretion, cancel this facility and the Bank will be under no obligation to advance further funds hereunder

**CONDITIONS PRECEDENT**

The effectiveness of this amendment is conditional upon receipt of a duly executed copy of this amending agreement.

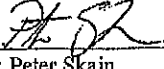
**COUNTERPART EXECUTION**

This amending agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together constitute one and the same instrument.

All other terms and conditions outlined in the Agreement remain unchanged and in full force and effect.

This amending agreement is open for acceptance until October \_\_\_\_\_, 2011, after which date it will be null and void, unless extended in writing by the Bank.

**ROYAL BANK OF CANADA**

Per:   
Name: Peter Skain  
Title: Senior Account Manager

Agreed to and accepted this \_\_\_\_\_ day of October, 2011.

**2148991 ONTARIO INC.**

Per: \_\_\_\_\_  
Name: Imran Jinnah  
Title: CEO

I have the authority to bind the corporation.

We acknowledge and confirm our agreement with the foregoing terms and conditions, as Guarantors

2148991 Ontario Inc.

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as of October \_\_\_\_\_, 2011.

\_\_\_\_\_  
Imran Jinnah

**SYMPHONY SERIES CO-TENANCY CORP.**

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

Name: Imran Jinnah

Title: CEO

I have the authority to bind the corporation.

We acknowledge and confirm our agreement with the foregoing terms and conditions, as Guarantors  
as of October \_\_\_\_\_, 2011.

\_\_\_\_\_  
Imran Jinnah

**SILVER STREAMS HOMES INC.**

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

Name: Imran Jinnah

Title: CEO

I have the authority to bind the corporation.

We acknowledge and confirm our agreement with the foregoing terms and conditions, as Guarantors  
as of October \_\_\_\_\_, 2011.

\_\_\_\_\_  
Imran Jinnah

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September 16, 2011

2148991 Ontario Inc.  
c/o  
Silver Streams Homes  
103 Naughton Drive  
Richmond Hill, ON  
L4C 8B3

**Attention: Imran Jinnah**

Dear Sirs:

**RE: Symphony Project Phase III  
48 Townhomes and Semi Detached Residential Homes  
Puccini Drive and Bathurst Street Richmond Hill, ON**

We enclose herewith two copies of a Commitment Letter dated September 16, 2011 regarding the above noted residential project, for your review. We also enclose herewith our Statement of Mortgage.

If you are in agreement with the terms of the Commitment we would ask that you please sign and return one copy the Commitment Letter and Statement of Mortgage to the attention of the undersigned together with a cheque in the amount of \$37,250 representing the balance of the \$47,250 application fee due on acceptance of the Commitment.

If you have any questions regarding the enclosed please do not hesitate to call.

Yours truly,

**Rescon Financial Corporation**



Ebrahim Bulbulia  
Encl.

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Statement of Mortgage

Transaction No.

03507

Important

This Statement of Mortgage must be completed by the mortgage broker and an amortization schedule for the mortgage must be attached to it.

A copy of this Statement of Mortgage signed by the mortgage broker must be given to you at least 72 hours (excluding Sundays and holidays) before you are asked to sign the mortgage instrument or a commitment to enter into the mortgage. This 72-hour period does not apply if:

- 1) no brokerage fee is payable by you to the mortgage broker, AND
- 2) the lender is a bank, loan or trust corporation, insurance company, credit union or finance company.

If the 72-hour period applies to your mortgage, it may be reduced to 24 hours, but only if you obtain independent legal advice.

**YOU ARE STRONGLY ADVISED TO OBTAIN INDEPENDENT LEGAL ADVICE ABOUT THIS MORTGAGE BEFORE YOU SIGN THE MORTGAGE CONTRACT.**

If the principal amount of the mortgage is \$200,000 or less, the mortgage broker cannot require you to make, and cannot accept, an advance payment or deposit for services to be rendered or expenses to be incurred by the mortgage broker or any other person.

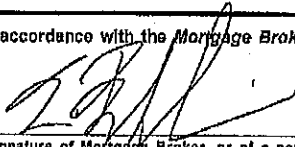
|                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                          |                                                                                                                                                                                                                                  |   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 1. Property to be mortgaged: (legal description, municipal address and description of buildings)                                                                                                                                                                                                                     |                                                                                                                                                          |                                                                                                                                                                                                                                  |   |
| Puccini Project Phase 3-48 townhouse and semi detached units located near the intersection of Bathurst Street and King Road, Richmond Hill                                                                                                                                                                           |                                                                                                                                                          |                                                                                                                                                                                                                                  |   |
| 2. Is the mortgage broker, or any party with other than an arm's length business relationship to the mortgage broker, acting as lender for this mortgage loan?                                                                                                                                                       |                                                                                                                                                          |                                                                                                                                                                                                                                  |   |
| <input checked="checked" type="checkbox"/> No<br><input type="checkbox"/> Yes If "Yes", describe nature of relationship, name and address of lender:                                                                                                                                                                 |                                                                                                                                                          |                                                                                                                                                                                                                                  |   |
| A signed commitment to fund the mortgage described below was obtained on <u>September 15, 2011</u> date                                                                                                                                                                                                              |                                                                                                                                                          |                                                                                                                                                                                                                                  |   |
| 3. Principal amount of the <u>regular</u> <u>1st</u> mortgage to be repaid by the borrower \$ <u>\$14,500,000</u><br><small>(regular or collateral) (1st, 2nd, 3rd)</small><br>Plus \$1,000,000 Letter of Credit Fac. #2                                                                                             |                                                                                                                                                          |                                                                                                                                                                                                                                  |   |
| 4. The principal amount of the mortgage will bear interest at <u>      </u> % per year or at the variable interest rate of <u>Prime + 1.50%</u> and will be repayable in <u>monthly</u> instalments of \$ <u>interest only</u> interest.<br><small>(description) (weekly, monthly, etc.) (plus or including)</small> |                                                                                                                                                          |                                                                                                                                                                                                                                  |   |
| 5. The Mortgage will be amortized over <u>nil</u> years and interest is to be compounded <u>monthly</u><br><small>(monthly, semi-annually, annually, etc.)</small>                                                                                                                                                   |                                                                                                                                                          |                                                                                                                                                                                                                                  |   |
| 6. Fees and costs payable by the borrower: Check if amount is to be deducted from principal <input checked="checked" type="checkbox"/>                                                                                                                                                                               |                                                                                                                                                          |                                                                                                                                                                                                                                  |   |
| i)                                                                                                                                                                                                                                                                                                                   | Mortgage Brokers fee or commission: Fac. #3 amended to include funding for 20 Phase 2 Units @ \$200,000/Unit                                             | \$ 155,000.00                                                                                                                                                                                                                    | x |
| ii)                                                                                                                                                                                                                                                                                                                  | Bonus:                                                                                                                                                   | \$                                                                                                                                                                                                                               |   |
| iii)                                                                                                                                                                                                                                                                                                                 | Other lenders fees: <small>Valuers Discomf/Bonus or Fee Split may apply; a portion of which will be payable to the Broker based on participation</small> | \$ 94,500.00                                                                                                                                                                                                                     | x |
| iv)                                                                                                                                                                                                                                                                                                                  | Lender's legal fees and estimated disbursements: estimate                                                                                                | \$ 10,000.00                                                                                                                                                                                                                     | x |
| v)                                                                                                                                                                                                                                                                                                                   | Inspection and appraisal fees:                                                                                                                           | \$                                                                                                                                                                                                                               |   |
| vi)                                                                                                                                                                                                                                                                                                                  | Other costs or fees payable to persons other than broker or lender (itemize; e.g. registration fees, mortgage fees, insurance fees)                      | (1) Project Monitor - estimate \$ 7,500.00                                                                                                                                                                                       | x |
|                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                          | (2) \$                                                                                                                                                                                                                           |   |
|                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                          | (3) \$                                                                                                                                                                                                                           |   |
|                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                          | (4) \$                                                                                                                                                                                                                           |   |
| vii)                                                                                                                                                                                                                                                                                                                 | Any other amount payable by borrower regarding this mortgage: (itemize)                                                                                  | (1) \$                                                                                                                                                                                                                           |   |
|                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                          | (2) \$                                                                                                                                                                                                                           |   |
|                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                          | (3) \$                                                                                                                                                                                                                           |   |
|                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                          | (4) \$                                                                                                                                                                                                                           |   |
| TOTAL:                                                                                                                                                                                                                                                                                                               |                                                                                                                                                          | \$ 267,000.00                                                                                                                                                                                                                    |   |
| Principal Amount <u>\$14,500,000</u>                                                                                                                                                                                                                                                                                 |                                                                                                                                                          | TOTAL COST OF BORROWING: <u>TBD</u> %<br><small>(i.e. costs, including rate of interest shown on mortgage and all costs itemized in paragraph 6, expressed as a percentage accurate to within one eighth of 1 per cent.)</small> |   |
| Less Fees ( X in Item 6) <u>\$267,000</u>                                                                                                                                                                                                                                                                            |                                                                                                                                                          |                                                                                                                                                                                                                                  |   |
| equals NET ADVANCE OF FUNDS: <u>TBD</u>                                                                                                                                                                                                                                                                              |                                                                                                                                                          |                                                                                                                                                                                                                                  |   |
| Initials                                                                                                                                                                                                                                                                                                             |                                                                                                                                                          | Date                                                                                                                                                                                                                             |   |

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*Mortgage Brokers Act*  
**Statement of Mortgage**

Page 2 of 2

|                          |
|--------------------------|
| Transaction No.<br>03607 |
|--------------------------|

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 7. The mortgage will become due and payable in <u>Demand</u> <u>December 31, 2012</u> , at which time the borrower, <u>(number) (months, years)</u> , if all payments are made on the due date and any prepayment privilege is not used, will owe \$ <u>\$14,600,000</u> .<br><div style="text-align: right;">Plus LC Facility - \$1,000,000</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
| 8. The mortgage is not renewable on the same terms as described in Items 4 and 5 above and does not contain any privileges or penalties (including charges for NSF cheques), except as follows:<br><u>See attached Commitment Letter dated September 16, 2011 for full terms and conditions</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |
| 9. Other terms and conditions of the mortgage:<br><u>See attached Commitment Letter dated September 16, 2011 for full terms and conditions</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |
| 10. This mortgage shall be arranged on or before the <u>31</u> day of <u>October</u> , <u>2011</u><br><div style="text-align: center;">(month) (year)</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |
| 11. <u>Rescon Financial Corporation</u> <u>10180</u><br><div style="text-align: center;">(Name of mortgage broker) (Registration no.)</div> <p>Is presently registered and in good standing as a mortgage broker under the <i>Mortgage Brokers Act</i>.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |
| 12. The mortgage broker has not requested or required the borrower to sign the mortgage instrument (whether completed or blank) or any commitment to enter into the mortgage, and will not do so until permitted to do so by the regulations made under the <i>Mortgage Brokers Act</i> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| 13. I have fully completed the above Statement of Mortgage in accordance with the <i>Mortgage Brokers Act</i> and regulations.<br><div style="display: flex; justify-content: space-between; align-items: flex-end;"><div style="width: 40%;">September 18, 2011<br/>Date</div><div style="width: 50%; text-align: center;"><br/>Signature of Mortgage Broker, or of a person authorized to sign on behalf of the mortgage broker<br/><u>Ebrahim Bulbulia, Broker #M08000647</u><br/>Print name of person signing</div></div>                                                                                                                                                                                                                                                                                                                                                                                              |  |
| <b>ACKNOWLEDGEMENT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |
| I, <u>Imran Anwar/Symphony Redox Development Inc. (a214890) Ontario Inc.</u> , of <u>103 Naughton Drive, Richmond Hill, Ontario L4C 8B3</u> , the<br><div style="text-align: center;">Print name Address</div> <p>borrower under the proposed mortgage, have read and fully understand the above Statement of Mortgage furnished to me by: <u>Rescon Financial Corporation, 3300 Highway #7, Suite 801, Vaughan, Ontario, L4K 4M3</u><br/><div style="text-align: center;">Name and address of mortgage broker</div><p>I have not yet signed the mortgage instrument (whether completed or blank) or a commitment to enter into the mortgage.</p><p>I acknowledge receipt of a fully completed copy of this Statement of Mortgage, signed by the mortgage broker.</p><div style="display: flex; justify-content: space-between; align-items: flex-end;"><div style="width: 40%;">_____<br/>Dated By Borrower</div><div style="width: 50%; text-align: center;">_____<br/>Signature of Borrower</div></div></p> |  |

One copy of this form must be provided to the prospective borrower and one copy must be retained by the mortgage broker

EXHIBIT C

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103 Naughton Drive, Richmond Hill,  
Ontario L4C 8B3  
T: 905 508 7186  
F: 905 508 3671  
Info@silverstreamshomes.com  
www.silverstreamshomes.com

---

Date: Feb 2nd, 2009

Ms Ada Mai

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

**RE: Registration Number 34331 – Silver Streams Homes Inc.**

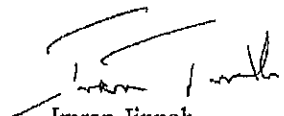
Dear Mia,

Thank you for your letter dated January 30, 2009.

Attached is the signed acceptance letter on the Terms and Conditions for registration of 30 Freehold Units.

Thanking you,

Yours truly,

  
Imran Jinnah  
Marketing Executive



**Tarion Warranty Corporation**

Customer Centre  
5150 Yonge Street, Concourse Level  
Toronto, Ontario M2N 6L1  
Toll-Free: 1-877-902-7466  
www.tarion.com

January 28, 2009  
By Mail and Fax (905) 508-3671

Imman Jinnah  
Silver Streams Homes Inc.  
103 Naughton Dr.  
RICHMOND HILL, ON L4C 8B3

Dear Imman Jinnah:

**RE: Mid-Term Freehold Assessment - Terms and Conditions**  
**Registration No. 34331- Silver Streams Homes Inc.**

I refer to your application for Mid-Term Freehold Assessment 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 in Tarion subject to the following conditions:

1. During the term of your registration expiring May 10, 2009, you shall not, without prior written consent, market, sell, or build more than **THIRTY (30)** freehold units, which includes 10 units that have already been enrolled.
2. The blanket security in the amount of \$590,000 is required. Please be advised that we have received Irrevocable Standby Letter of Credit #9641.B150888 in the amount of \$320,000 and #DM1C0241737015 in the amount of \$270,000. The total blanket security of \$590,000 will cover all the obligations owed or which will be owed by Silver Streams Homes Inc. to Tarion however they arise.

At each renewal, a risk assessment will be conducted to review security requirements.

The release of security will be dependent on the expiry of both deposit and warranty coverage. Should complaints or claims exist against the vendor or builder it would have a negative impact on the release of the security.

Page 2  
Silver Streams Homes Inc.  
Registration #34331

I am prepared to consider your registration under Tation if the foregoing conditions are acceptable to you. These conditions of registration do not restrict the Registrar from placing further conditions on your registration which he deems to be appropriate.

Please confirm your acceptance of the foregoing by signing and returning the duplicate copy of this letter no later than February 11, 2009. If you have any questions, please contact Ada Mai at (416) 229-3844 or toll free 1-877-982-7466, ext. 3144.

Yours sincerely,

*Pat Varcoe*

Pat Varcoe, CA  
Deputy Registrar

CONSENTED AND AGREED TO:

Vendor/Builder: Silver Streams Homes Inc. (Corporate Seal)

By: *[Signature]* where Applicable)

Signature of Authorized Signing Officer

*J. M. RAN J. N. N. A. I.*

Print Name of Authorized Signing Officer

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103 Naughton Drive, Richmond Hill,  
Ontario L4C 8B3  
T: 905 508 7186  
F: 905 508 3671  
Info@silverstreamshomes.com  
www.silverstreamshomes.com

Date: January 19, 2009

Ms Delores Parayno

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

**RE: Registration Number 34331 – Silver Streams Homes Inc.**

Dear Delores,

Attached is the additional L/C for \$270,000/- from BMO which is addition to the \$320,000/- security in place making the total security provided to \$590,000/-.

We had enrolled 10 homes in Dec 2008. We would like to register an additional 20 homes on top of the 10 enrolled making the total new homes to 30.

We plan to launch marketing around Feb 15, 2009 and with construction starting in April 2009.

Thanking you,

Yours truly,

A handwritten signature in black ink, appearing to read 'Asma Jinnah', written over a horizontal line.

Asma Jinnah  
Marketing Executive

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PAY TO THE ORDER OF **PUCCINI PROJECT MANAGEMENT INC.**  
103 NAUGHTON DR.  
RICHMOND HILL, ONTARIO L4C 8B2  
Tel: (416) 818-1850

DATE **2008.12.04**  
Y Y Y Y M M D D

PAY TO **TARON WARRON CORPORATION**  
the order of **Eight thousand, four hundred & Seventy** **\$ 8,470.00**  
DOLLARS

**ROYAL BANK OF CANADA**  
2281 HWY 77, UNIT 10  
UNIONVILLE, ON L3R 1L8

RE **Enrollment fee for 10 persons**  
**Home: 905-370-087**

PER **[Signature]**

000056 08112003 10130511

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103 Naughton Drive, Richmond Hill,  
Ontario L4C 8B3  
T: 905 508 7186  
F: 905 508 3671  
Info@silverstreamshomes.com  
www.silverstreamshomes.com

Date: December 4, 2008

Ms Delores Parayno

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

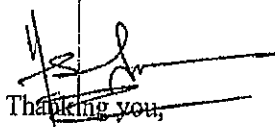
**RE: Registration Number 34331 – Silver Streams Homes Inc.**

Dear Delores,

Attached are the registration forms for the 10 homes in Puccini Drive in Richmond Hill along with a cheque of \$8,470/-.

At this time we would also know whether we could enroll additional 10 homes with the current security in place.

If that is not the case then pls advise how many additional homes we could enroll within the security.

  
Thanking you,

Yours truly,

Asma Jinnah  
Marketing Executive

## ENROLMENT OF FREEHOLD HOME\*

Upon the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the Ontario New Home Warranties Plan Act.

|                                             |                                  |                                  |              |
|---------------------------------------------|----------------------------------|----------------------------------|--------------|
| Vendor/Builder Name:                        | <u>Silver Streams Homes Inc.</u> | Vendor/Builder Reference Number: | <u>34331</u> |
| Builder Name<br>(If different from vendor): | <u>Silver Streams Homes Inc.</u> | Builder Reference Number:        | <u>34331</u> |

### MUNICIPAL ADDRESS OF HOME TO BE ENROLLED

|           |                      |                   |                      |             |
|-----------|----------------------|-------------------|----------------------|-------------|
| <u>29</u> | <u>Puccini Drive</u> | <u>Rossini Dr</u> | <u>Richmond Hill</u> | <u>1</u>    |
| NUMBER    | STREET               |                   | CITY/TOWN            | POSTAL CODE |

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

|          |                   |          |                                                    |
|----------|-------------------|----------|----------------------------------------------------|
| <u>8</u> | <u>165 M-4/56</u> | <u>1</u> | <u>Richmond Hill</u>                               |
| LOT      | PLAN              | BLOCK    | MUNICIPALITY<br>(WHERE BUILDING PERMIT WAS ISSUED) |

### DETAILS OF HOME TO BE ENROLLED

#### TYPE OF HOME

- ☒ Detached    ☐ Duplex    ☐ Quadruplex  
☐ Semi-detached    ☐ Link    ☐ Manufactured  
☐ Town-house    ☐ Stacked town-house    ☐ Other (specify):

- Will this home be built upon, or attached to any existing structure? ☐ YES ☒ NO  
 Will this home be built on a parcel of land that is tied to a common elements condominium corporation? ☐ YES ☒ NO  
 Will this home be built on a vacant land unit of a vacant land condominium corporation? ☐ YES ☒ NO  
 If "Yes" to questions b or c, please give details in a separate sheet of paper.

#### CONTRACT HOME

Will this home be built on land currently owned by the purchaser? ☒ YES ☐ NO

#### PRIVATE SEWAGE DISPOSAL SYSTEM

Will this home have a private sewage disposal system? ☐ YES ☒ NO

If "YES", please specify lot size: \_\_\_\_\_ acres

Who will install (or contract the installation of) the private sewage disposal system?  
☐ Vendor/Builder  
☐ Purchaser

### ENROLMENT (Please refer to attached fee schedule to complete this section)

ESTIMATED CONTRACT/SALE PRICE  
(GST excluded):

\$538,000

PLEASE MAKE CHEQUE PAYABLE TO:  
TARION WARRANTY CORPORATION

ENROLMENT FEE:

\$750.00

GST AMOUNT:

\$37.08

RST AMOUNT:

\$60.00

TOTAL ENROLMENT FEE:

\$847.08

AMOUNT PAYABLE TO TARION

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a Certificate of Completion and Possession (CCP) form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

Date: 08/12/04 Silver Streams Homes Inc.  
 YEAR/MONTH/DAY PRINT VENDOR/BUILDER NAME

[Signature]  
VENDOR/BUILDER SIGNATURE

PRINT BUILDER NAME (IF DIFFERENT FROM VENDOR)

BUILDER SIGNATURE (IF DIFFERENT FROM VENDOR)

An reference to a vendor/builder in this form may refer to a vendor, a builder or a vendor/builder.  
 \*To be completed by a vendor/builder building homes other than condominium units.

VENDOR/BUILDER Copy

NH-1125 - 08/REV.04

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Customer Centre  
5150 Yonge Street, Concourse Level  
Toronto, ON M2N 6L8  
Toll Free Tel: 1-877-982-7466  
www.tarion.com

## ENROLMENT OF FREEHOLD HOME\*

Upon the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the Ontario New Home Warranties Plan Act.

|                                             |                                  |                                  |              |
|---------------------------------------------|----------------------------------|----------------------------------|--------------|
| Vendor/Builder Name:                        | <u>Silver Streams Homes Inc.</u> | Vendor/Builder Reference Number: | <u>34331</u> |
| Builder Name<br>(If different from vendor): | <u>Silver Streams Homes Inc.</u> | Builder Reference Number:        | <u>34331</u> |

### MUNICIPAL ADDRESS OF HOME TO BE ENROLLED

31 1 Puccini Drive/Rossini Dr 1 Richmond Hill 1  
NUMBER STREET CITY/TOWN POSTAL CODE

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

7 165 M-4156 1 1 Richmond Hill  
LOT PLAN BLOCK CONCESSION MUNICIPALITY  
(WHERE BUILDING PERMIT WAS ISSUED)

### DETAILS OF HOME TO BE ENROLLED

#### TYPE OF HOME

- ☒ Detached ☐ Duplex ☐ Quadruplex  
☐ Semi-detached ☐ Link ☐ Manufactured  
☐ Town-house ☐ Stacked town-house ☐ Other (specify):

a. Will this home be built upon, or attached to any existing structure? ☐ YES ☒ NO

b. Will this home be built on a parcel of land that is tied to a common elements condominium corporation? ☐ YES ☒ NO

c. Will this home be built on a vacant land unit of a vacant land condominium corporation? ☐ YES ☒ NO

If "Yes" to questions b or c, please give details in a separate sheet of paper.

#### CONTRACT HOME

Will this home be built on land currently owned by the purchaser? ☒ YES ☐ NO

#### PRIVATE SEWAGE DISPOSAL SYSTEM

Will this home have a private sewage disposal system? ☐ YES ☒ NO

If "YES", please specify lot size: \_\_\_\_\_ acres

Who will install (or contract the installation of) the private sewage disposal system? ☐ Vendor/Builder ☒ Purchaser

### ENROLMENT (Please refer to attached fee schedule to complete this section)

ESTIMATED CONTRACT/SALE PRICE  
(GST excluded):

\$538,000.

PLEASE MAKE CHEQUE PAYABLE TO:  
TARION WARRANTY CORPORATION

ENROLMENT FEE:

\$750.00

GST AMOUNT:

\$37.00

RST AMOUNT:

\$60.00

TOTAL ENROLMENT FEE:

\$847.00

AMOUNT PAYABLE TO TARION

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a Certificate of Completion and Possession (CCP) form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

Date: 08/12/04 Silver Streams Homes Inc. [Signature]  
YEAR/MONTH/DAY PRINT VENDOR/BUILDER NAME VENDOR/BUILDER SIGNATURE

PRINT BUILDER NAME (IF DIFFERENT FROM VENDOR)

BUILDER SIGNATURE (IF DIFFERENT FROM VENDOR)

All references to a vendor/builder in this form may refer to a vendor, a builder or a vendor/builder.  
\*To be completed by a vendor/builder building homes other than condominium units.

VENDOR/BUILDER Copy

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Customer Centre  
5150 Yonge Street, Concourse Level  
Toronto, ON M2N 6L8  
Toll Free Tel: 1-877-982-7466  
www.tarion.com

## ENROLMENT OF FREEHOLD HOME\*

Upon the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the *Ontario New Home Warranties Plan Act*.

Vendor/Builder Name: Silver Streams Homes Inc. Vendor/Builder Reference Number: 34331  
Builder Name (If different from vendor): Silver Streams Homes Inc. Builder Reference Number: 34331

### MUNICIPAL ADDRESS OF HOME TO BE ENROLLED

33 / Puccini Drive/Ossini Dr / Richmond Hill /  
NUMBER STREET CITY/TOWN POSTAL CODE

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

6 65-M-4156 / Richmond Hill  
LOT PLAN BLOCK CONCESSION MUNICIPALITY (WHERE BUILDING PERMIT WAS ISSUED)

### DETAILS OF HOME TO BE ENROLLED

#### TYPE OF HOME

- ☒ Detached ☐ Duplex ☐ Quadruplex  
☐ Semi-detached ☐ Link ☐ Manufactured  
☐ Town-house ☐ Stacked town-house ☐ Other (specify):

Will this home be built upon, or attached to any existing structure? ☐ YES ☒ NO

Will this home be built on a parcel of land that is tied to a common elements condominium corporation? ☐ YES ☒ NO

c. Will this home be built on a vacant land unit of a vacant land condominium corporation? ☐ YES ☒ NO

If "Yes" to questions b or c, please give details in a separate sheet of paper.

#### CONTRACT HOME

Will this home be built on land currently owned by the purchaser? ☒ YES ☐ NO

#### PRIVATE SEWAGE DISPOSAL SYSTEM

Will this home have a private sewage disposal system? ☐ YES ☒ NO

If "YES", please specify lot size: \_\_\_\_\_ acres

Who will install (or contract the installation of) the private sewage disposal system? ☐ Vendor/Builder ☐ Purchaser

### ENROLMENT (Please refer to attached fee schedule to complete this section)

ESTIMATED CONTRACT/SALE PRICE (GST excluded):

\$538,000.

PLEASE MAKE CHEQUE PAYABLE TO:  
TARION WARRANTY CORPORATION

ENROLMENT FEE:

AMOUNT PAYABLE TO TARION

\$ 750.00

GST AMOUNT:

\$ 37.08

RST AMOUNT:

\$ 60.00

TOTAL ENROLMENT FEE:

\$ 847.08

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a *Certificate of Completion and Possession* (CCP) form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

Date: 08/12/04 Silver Streams Homes Inc.  
YEAR/MONTH/DAY PRINT VENDOR/BUILDER NAME

[Signature]  
VENDOR/BUILDER SIGNATURE

PRINT BUILDER NAME (IF DIFFERENT FROM VENDOR)

BUILDER SIGNATURE (IF DIFFERENT FROM VENDOR)

All references to a vendor/builder in this form may refer to a vendor, a builder or a vendor/builder.  
\*To be completed by a vendor/builder building homes other than condominium units.

VENDOR/BUILDER Copy

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## ENROLMENT OF FREEHOLD HOME

Upon the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the Ontario New Home Warranties Plan Act.

|                                             |                                  |                                  |              |
|---------------------------------------------|----------------------------------|----------------------------------|--------------|
| Vendor/Builder Name:                        | <u>Silver Streams Homes Inc.</u> | Vendor/Builder Reference Number: | <u>34331</u> |
| Builder Name<br>(If different from vendor): | <u>Silver Streams Homes Inc.</u> | Builder Reference Number:        | <u>34331</u> |

### MUNICIPAL ADDRESS OF HOME TO BE ENROLLED

35 / PUCCINI DRIVE / 35 ROSSINI DR / RICHMOND HILL /  
NUMBER STREET CITY/TOWN POSTAL CODE

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

5 / 65 M-4156 / 1 / RICHMOND HILL  
LOT PLAN BLOCK CONCESSION MUNICIPALITY  
(WHERE BUILDING PERMIT WAS ISSUED)

### DETAILS OF HOME TO BE ENROLLED

#### TYPE OF HOME

- ☒ Detached    ☐ Duplex    ☐ Quadruplex  
☐ Semi-detached    ☐ Link    ☐ Manufactured  
☐ Town-house    ☐ Stacked town-house    ☐ Other (specify):

Will this home be built upon, or attached to any existing structure? ☐ YES ☒ NO

Will this home be built on a parcel of land that is tied to a common elements condominium corporation? ☐ YES ☒ NO

Will this home be built on a vacant land unit of a vacant land condominium corporation? ☐ YES ☒ NO

If "Yes" to questions b or c, please give details in a separate sheet of paper.

#### CONTRACT HOME

Will this home be built on land currently owned by the purchaser? ☒ YES ☐ NO

#### PRIVATE SEWAGE DISPOSAL SYSTEM

Will this home have a private sewage disposal system? ☐ YES ☒ NO

If "YES", please specify lot size: \_\_\_\_\_ acres

Who will install (or contract the installation of) the private sewage disposal system?  
☐ Vendor/Builder  
☐ Purchaser

### ENROLMENT (Please refer to attached fee schedule to complete this section)

ESTIMATED CONTRACT/SALE PRICE  
(GST excluded):

\$538,000

PLEASE MAKE CHEQUE PAYABLE TO:  
TARION WARRANTY CORPORATION

ENROLMENT FEE:

\$750.00

GST AMOUNT:

\$37.05

RST AMOUNT:

\$60.00

TOTAL ENROLMENT FEE:

\$847.05

AMOUNT PAYABLE TO TARION

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a Certificate of Completion and Possession (CCP) form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

Date: 08/12/04 SILVER STREAMS HOMES INC.  
YEAR/MONTH/DAY PRINT VENDOR/BUILDER NAME VENDOR/BUILDER SIGNATURE

PRINT BUILDER NAME (IF DIFFERENT FROM VENDOR)

BUILDER SIGNATURE (IF DIFFERENT FROM VENDOR)

All references to a vendor/builder in this form may refer to a vendor, a builder or a vendor/builder.  
 \*To be completed by a vendor/builder building homes other than condominium units.

VENDOR/BUILDER Copy

NH-1125-08/REV.04

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Customer Centre  
5150 Yonge Street, Concourse Level  
Toronto, ON M2N 6L8  
Toll Free Tel: 1-877-982-7466  
www.tarion.com

## ENROLMENT OF FREEHOLD HOME\*

Upon the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the *Ontario New Home Warranties Plan Act*.

Vendor/Builder Name: Silver Streams Homes Inc. Vendor/Builder Reference Number: 34331  
Builder Name (If different from vendor): Silver Streams Homes Inc. Builder Reference Number: 34331

### MUNICIPAL ADDRESS OF HOME TO BE ENROLLED

37 / Puccini Drive / Rossini Dr / Richmond Hill /  
NUMBER STREET CITY/TOWN POSTAL CODE

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

4. 165 M-4156.1 / Richmond Hill  
LOT PLAN BLOCK CONCESSION MUNICIPALITY (WHERE BUILDING PERMIT WAS ISSUED)

### DETAILS OF HOME TO BE ENROLLED

#### TYPE OF HOME

☒ Detached ☐ Duplex ☐ Quadruplex  
☐ Semi-detached ☐ Link ☐ Manufactured  
☐ Town-house ☐ Stacked town-house ☐ Other (specify):

Will this home be built upon, or attached to any existing structure? ☐ YES ☒ NO

b. Will this home be built on a parcel of land that is tied to a common elements condominium corporation? ☐ YES ☒ NO

c. Will this home be built on a vacant land unit of a vacant land condominium corporation? ☐ YES ☒ NO

If "Yes" to questions b or c, please give details in a separate sheet of paper.

#### CONTRACT HOME

Will this home be built on land currently owned by the purchaser? ☒ YES ☐ NO

#### PRIVATE SEWAGE DISPOSAL SYSTEM

Will this home have a private sewage disposal system? ☐ YES ☐ NO

If "YES", please specify lot size: \_\_\_\_\_ acres

Who will install (or contract the installation of) the private sewage disposal system? ☐ Vendor/Builder ☐ Purchaser

### ENROLMENT (Please refer to attached fee schedule to complete this section)

ESTIMATED CONTRACT/SALE PRICE (GST excluded):

\$538,000

PLEASE MAKE CHEQUE PAYABLE TO:  
TARION WARRANTY CORPORATION

ENROLMENT FEE:

AMOUNT PAYABLE TO TARION

\$750.00

GST AMOUNT:

\$37.08

RST AMOUNT:

\$60.00

TOTAL ENROLMENT FEE:

\$847.00

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a *Certificate of Completion and Possession (CCP)* form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

Date: 08/12/04 Silver Streams Homes Inc  
YEAR/MONTH/DAY PRINT VENDOR/BUILDER NAME

[Signature]  
VENDOR/BUILDER SIGNATURE

PRINT BUILDER NAME (IF DIFFERENT FROM VENDOR)

BUILDER SIGNATURE (IF DIFFERENT FROM VENDOR)

All references to a vendor/builder in this form may refer to a vendor, a builder or a vendor/builder.  
\*To be completed by a vendor/builder building homes other than condominium units.

VENDOR/BUILDER Copy

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## ENROLMENT OF FREEHOLD HOME\*

Upon the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the *Ontario New Home Warranties Plan Act*.

|                                             |                           |                                  |       |
|---------------------------------------------|---------------------------|----------------------------------|-------|
| Vendor/Builder Name:                        | Silver Streams Homes Inc. | Vendor/Builder Reference Number: | 34331 |
| Builder Name<br>(If different from vendor): | Silver Streams Homes Inc. | Builder Reference Number:        | 34331 |

### MUNICIPAL ADDRESS OF HOME TO BE ENROLLED

|        |                          |               |             |
|--------|--------------------------|---------------|-------------|
| 39     | PUCCINI DRIVE/ROSSINI DR | RICHMOND HILL |             |
| NUMBER | STREET                   | CITY/TOWN     | POSTAL CODE |

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

|     |            |       |                                                    |
|-----|------------|-------|----------------------------------------------------|
| 3   | 165.M 4156 | 1     | RICHMOND HILL                                      |
| LOT | PLAN       | BLOCK | MUNICIPALITY<br>(WHERE BUILDING PERMIT WAS ISSUED) |

### DETAILS OF HOME TO BE ENROLLED

#### TYPE OF HOME

- ☒ Detached    ☐ Duplex    ☐ Quadruplex  
☐ Semi-detached    ☐ Link    ☐ Manufactured  
☐ Town-house    ☐ Stacked town-house    ☐ Other (specify):

Will this home be built upon, or attached to any existing structure? ☐ YES ☒ NO

Will this home be built on a parcel of land that is tied to a common elements condominium corporation? ☐ YES ☒ NO

Will this home be built on a vacant land unit of a vacant land condominium corporation? ☐ YES ☒ NO

If "Yes" to questions b or c, please give details in a separate sheet of paper.

#### CONTRACT HOME

Will this home be built on land currently owned by the purchaser? ☒ YES ☐ NO

#### PRIVATE SEWAGE DISPOSAL SYSTEM

Will this home have a private sewage disposal system? ☐ YES ☐ NO

If "YES", please specify lot size: \_\_\_\_\_ acres

Who will install (or contract the installation of) the private sewage disposal system?  
☐ Vendor/Builder  
☐ Purchaser

### ENROLMENT (Please refer to attached fee schedule to complete this section)

ESTIMATED CONTRACT/SALE PRICE  
(GST excluded):

\$ 538,000

PLEASE MAKE CHEQUE PAYABLE TO:  
TARION WARRANTY CORPORATION

ENROLMENT FEE:

\$ 750.00

GST AMOUNT:

\$ 37.08

RST AMOUNT:

\$ 60.00

TOTAL ENROLMENT FEE:

\$ 847.08

AMOUNT PAYABLE TO TARION

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a *Certificate of Completion and Possession* (CCP) form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

Date: 08/12/04  
YEAR/MONTH/DAY

PRINT VENDOR/BUILDER NAME

VENDOR/BUILDER SIGNATURE

PRINT BUILDER NAME (IF DIFFERENT FROM VENDOR)

BUILDER SIGNATURE (IF DIFFERENT FROM VENDOR)

All references to a vendor/builder in this form may refer to a vendor, a builder or a vendor/builder.  
 \*To be completed by a vendor/builder building homes other than condominium units.

VENDOR/BUILDER Copy

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## ENROLMENT OF FREEHOLD HOME\*

Upon the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the Ontario New Home Warranties Plan Act.

|                                             |                           |                                  |       |
|---------------------------------------------|---------------------------|----------------------------------|-------|
| Vendor/Builder Name:                        | Silver Streams Homes Inc. | Vendor/Builder Reference Number: | 34331 |
| Builder Name<br>(If different from vendor): | Silver Streams Homes Inc. | Builder Reference Number:        | 34331 |

### MUNICIPAL ADDRESS OF HOME TO BE ENROLLED

|        |                            |               |             |
|--------|----------------------------|---------------|-------------|
| 41     | PURCHASER DRIVE/ROSSINI DR | RICHMOND HILL |             |
| NUMBER | STREET                     | CITY/TOWN     | POSTAL CODE |

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

|     |            |                                                    |
|-----|------------|----------------------------------------------------|
| 2   | 165-M-4156 | RICHMOND HILL                                      |
| LOT | PLAN       | MUNICIPALITY<br>(WHERE BUILDING PERMIT WAS ISSUED) |

### DETAILS OF HOME TO BE ENROLLED

#### TYPE OF HOME

- ☒ Detached    ☐ Duplex    ☐ Quadruplex  
☐ Semi-detached    ☐ Link    ☐ Manufactured  
☐ Town-house    ☐ Stacked town-house    ☐ Other (specify):

- Will this home be built upon, or attached to any existing structure? ☐ YES ☒ NO  
 b. Will this home be built on a parcel of land that is tied to a common elements condominium corporation? ☐ YES ☒ NO  
 c. Will this home be built on a vacant land unit of a vacant land condominium corporation? ☐ YES ☒ NO  
 If "Yes" to questions b or c, please give details in a separate sheet of paper.

#### CONTRACT HOME

Will this home be built on land currently owned by the purchaser? ☒ YES ☐ NO

#### PRIVATE SEWAGE DISPOSAL SYSTEM

Will this home have a private sewage disposal system? ☐ YES ☐ NO  
If "YES", please specify lot size: \_\_\_\_\_ acres

Who will install (or contract the installation of) the private sewage disposal system? ☐ Vendor/Builder ☐ Purchaser

### ENROLMENT (Please refer to attached fee schedule to complete this section)

ESTIMATED CONTRACT/SALE PRICE  
(GST excluded):

\$538,000

PLEASE MAKE CHEQUE PAYABLE TO:  
TARION WARRANTY CORPORATION

ENROLMENT FEE:

\$750.00

GST AMOUNT:

\$37.08

RST AMOUNT:

\$60.00

TOTAL ENROLMENT FEE:

\$847.08

AMOUNT PAYABLE TO TARION

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a Certificate of Completion and Possession (CCP) form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

Date: 08/12/04    Silver Streams Homes Inc.    [Signature]  
YEAR/MONTH/DAY    PRINT VENDOR/BUILDER NAME    VENDOR/BUILDER SIGNATURE

PRINT BUILDER NAME (IF DIFFERENT FROM VENDOR)

BUILDER SIGNATURE (IF DIFFERENT FROM VENDOR)

All references to a vendor/builder in this form may refer to a vendor, a builder or a vendor/builder.  
\*To be completed by a vendor/builder building homes other than condominium units.

VENDOR/BUILDER Copy

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## ENROLMENT OF FREEHOLD HOME\*

Upon the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the *Ontario New Home Warranties Plan Act*.

|                                             |                                  |                                  |              |
|---------------------------------------------|----------------------------------|----------------------------------|--------------|
| Vendor/Builder Name:                        | <u>Silver Streams Homes Inc.</u> | Vendor/Builder Reference Number: | <u>34331</u> |
| Builder Name<br>(If different from vendor): | <u>Silver Streams Homes Inc.</u> | Builder Reference Number:        | <u>34331</u> |

### MUNICIPAL ADDRESS OF HOME TO BE ENROLLED

|           |                                                     |             |
|-----------|-----------------------------------------------------|-------------|
| <u>43</u> | <u>1 PUCCINI DRIVE / ROSSINI DR / RICHMOND HILL</u> |             |
| NUMBER    | STREET                                              | CITY/TOWN   |
|           |                                                     | POSTAL CODE |

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

|          |                  |                                                    |
|----------|------------------|----------------------------------------------------|
| <u>1</u> | <u>165M-4156</u> | <u>1 RICHMOND HILL</u>                             |
| LOT      | PLAN             | MUNICIPALITY<br>(WHERE BUILDING PERMIT WAS ISSUED) |

### DETAILS OF HOME TO BE ENROLLED

|                                                                                                                                                                                                                                                                                                                                                                                    |  |                                                                                                                                                                   |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>TYPE OF HOME</b><br><input checked="" type="checkbox"/> Detached <input type="checkbox"/> Duplex <input type="checkbox"/> Quadruplex<br><input type="checkbox"/> Semi-detached <input type="checkbox"/> Link <input type="checkbox"/> Manufactured<br><input type="checkbox"/> Town-house <input type="checkbox"/> Stacked town-house <input type="checkbox"/> Other (specify): |  | <b>CONTRACT HOME</b><br>Will this home be built on land currently owned by the purchaser? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO     |
| Will this home be built upon, or attached to any existing structure? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO                                                                                                                                                                                                                                           |  | <b>PRIVATE SEWAGE DISPOSAL SYSTEM</b><br>Will this home have a private sewage disposal system? <input type="checkbox"/> YES <input type="checkbox"/> NO           |
| Will this home be built on a parcel of land that is tied to a common elements condominium corporation? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO                                                                                                                                                                                                         |  | If "YES", please specify lot size: _____ acres                                                                                                                    |
| Will this home be built on a vacant land unit of a vacant land condominium corporation? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO                                                                                                                                                                                                                        |  | Who will install (or contract the installation of) the private sewage disposal system? <input type="checkbox"/> Vendor/Builder <input type="checkbox"/> Purchaser |
| If "Yes" to questions b or c, please give details in a separate sheet of paper.                                                                                                                                                                                                                                                                                                    |  |                                                                                                                                                                   |

### ENROLMENT (Please refer to attached fee schedule to complete this section)

ESTIMATED CONTRACT/SALE PRICE  
(GST excluded):

\$538,000

PLEASE MAKE CHEQUE PAYABLE TO:  
TARION WARRANTY CORPORATION

ENROLMENT FEE:

GST AMOUNT:

RST AMOUNT:

TOTAL ENROLMENT FEE:

AMOUNT PAYABLE TO TARION

|          |
|----------|
| \$750.00 |
| \$37.08  |
| \$60.00  |
| \$847.08 |

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a *Certificate of Completion and Possession (CCP)* form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

Date: 08/12/04 SILVER STREAMS HOMES INC.  
YEAR/MONTH/DAY PRINT VENDOR/BUILDER NAME

VENDOR/BUILDER SIGNATURE

PRINT BUILDER NAME (IF DIFFERENT FROM VENDOR)

BUILDER SIGNATURE (IF DIFFERENT FROM VENDOR)

\*References to a vendor/builder in this form may refer to a vendor, a builder or a vendor/builder.  
\*To be completed by a vendor/builder building homes other than condominium units.

VENDOR/BUILDER Copy

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## ENROLMENT OF FREEHOLD HOME

Upon the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the Ontario New Home Warranties Plan Act.

|                                             |                                  |                                  |              |
|---------------------------------------------|----------------------------------|----------------------------------|--------------|
| Vendor/Builder Name:                        | <u>Silver Streams Homes Inc.</u> | Vendor/Builder Reference Number: | <u>34331</u> |
| Builder Name<br>(If different from vendor): | <u>Silver Streams Homes Inc.</u> | Builder Reference Number:        | <u>34331</u> |

### MUNICIPAL ADDRESS OF HOME TO BE ENROLLED

|          |                                     |                      |             |
|----------|-------------------------------------|----------------------|-------------|
| <u>8</u> | <u>1 PUCCINI DRIVE/PAVACOTTI ST</u> | <u>RICHMOND HILL</u> |             |
| NUMBER   | STREET                              | CITY/TOWN            | POSTAL CODE |

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

|          |                   |                                                    |
|----------|-------------------|----------------------------------------------------|
| <u>9</u> | <u>165 M-4156</u> | <u>1 RICHMOND HILL</u>                             |
| LOT      | PLAN              | MUNICIPALITY<br>(WHERE BUILDING PERMIT WAS ISSUED) |

### DETAILS OF HOME TO BE ENROLLED

#### TYPE OF HOME

- ☒ Detached    ☐ Duplex    ☐ Quadruplex  
☐ Semi-detached    ☐ Link    ☐ Manufactured  
☐ Town-house    ☐ Stacked town-house    ☐ Other (specify):

- a. Will this home be built upon, or attached to any existing structure? ☐ YES ☒ NO
- b. Will this home be built on a parcel of land that is tied to a common elements condominium corporation? ☐ YES ☒ NO
- c. Will this home be built on a vacant land unit of a vacant land condominium corporation? ☐ YES ☒ NO
- If "Yes" to questions b or c, please give details in a separate sheet of paper.

#### CONTRACT HOME

Will this home be built on land currently owned by the purchaser? ☒ YES ☐ NO

#### PRIVATE SEWAGE DISPOSAL SYSTEM

Will this home have a private sewage disposal system? ☐ YES ☒ NO

If "YES", please specify lot size: \_\_\_\_\_ acres

Who will install (or contract the installation of) the private sewage disposal system? ☐ Vendor/Builder ☐ Purchaser

### ENROLMENT (Please refer to attached fee schedule to complete this section)

ESTIMATED CONTRACT/SALE PRICE  
(GST excluded):

\$ 538,000

PLEASE MAKE CHEQUE PAYABLE TO:  
TARION WARRANTY CORPORATION

ENROLMENT FEE:

\$ 750

GST AMOUNT:

\$ 37.98

RST AMOUNT:

\$ 60.00

TOTAL ENROLMENT FEE:

\$ 847

AMOUNT PAYABLE TO TARION

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a Certificate of Completion and Possession (CCP) form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

Date: 2008 12/04 SILVER STREAMS HOMES INC.

YEAR/MONTH/DAY

PRINT VENDOR/BUILDER NAME

VENDOR/BUILDER SIGNATURE

PRINT BUILDER NAME (IF DIFFERENT FROM VENDOR)

BUILDER SIGNATURE (IF DIFFERENT FROM VENDOR)

All references to a vendor/builder in this form may refer to a vendor, a builder or a vendor/builder.  
\*To be completed by a vendor/builder building homes other than condominium units.

VENDOR/BUILDER Copy

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## ENROLMENT OF FREEHOLD HOME\*

On the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the *Ontario New Home Warranties Plan Act*.

|                                             |                           |                                  |       |
|---------------------------------------------|---------------------------|----------------------------------|-------|
| Vendor/Builder Name:                        | Silver Streams Homes Inc. | Vendor/Builder Reference Number: | 34331 |
| Builder Name<br>(if different from vendor): | Silver Streams Homes Inc. | Builder Reference Number:        | 34331 |

### MUNICIPAL ADDRESS OF HOME TO BE ENROLLED

|        |                               |               |             |
|--------|-------------------------------|---------------|-------------|
| 6      | 1 PUCONI DRIVE / PAVAROTTI ST | RICHMOND HILL |             |
| NUMBER | STREET                        | CITY/TOWN     | POSTAL CODE |

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

|     |              |                                                    |
|-----|--------------|----------------------------------------------------|
| 10  | 65-M-4156, 1 | RICHMOND HILL                                      |
| LOT | PLAN         | MUNICIPALITY<br>(WHERE BUILDING PERMIT WAS ISSUED) |

### DETAILS OF HOME TO BE ENROLLED

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                                                                                                                                                                                                                                                                                                                                                                              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>TYPE OF HOME</b><br><input checked="" type="checkbox"/> Detached <input type="checkbox"/> Duplex <input type="checkbox"/> Quadruplex<br><input type="checkbox"/> Semi-detached <input type="checkbox"/> Link <input type="checkbox"/> Manufactured<br><input type="checkbox"/> Town-house <input type="checkbox"/> Stacked town-house <input type="checkbox"/> Other (specify):                                                                                                                                                                                       |  | <b>CONTRACT HOME</b><br>Will this home be built on land currently owned by the purchaser? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO                                                                                                                                                                                                                                |
| Will this home be built upon, or attached to any existing structure? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO<br>Will this home be built on a parcel of land that is tied to a common elements condominium corporation? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO<br>Will this home be built on a vacant land unit of a vacant land condominium corporation? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO<br>If "Yes" to questions b or c, please give details in a separate sheet of paper. |  | <b>PRIVATE SEWAGE DISPOSAL SYSTEM</b><br>Will this home have a private sewage disposal system? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO<br>If "YES", please specify lot size: _____ acres<br>Who will install (or contract the installation of) the private sewage disposal system?<br><input type="checkbox"/> Vendor/Builder <input type="checkbox"/> Purchaser |

### ENROLMENT (Please refer to attached fee schedule to complete this section)

ESTIMATED CONTRACT/SALE PRICE  
(GST excluded):

\$538,000

PLEASE MAKE CHEQUE PAYABLE TO:  
TARION WARRANTY CORPORATION

ENROLMENT FEE:

\$750.00

GST AMOUNT:

\$37.08

RST AMOUNT:

\$60.00

TOTAL ENROLMENT FEE:

\$847.08

AMOUNT PAYABLE TO TARION

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a *Certificate of Completion and Possession (CCP)* form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

Date: 08/12/04    SILVER STREAMS HOMES INC.    [Signature]  
YEAR/MONTH/DAY    PRINT VENDOR/BUILDER NAME    VENDOR/BUILDER SIGNATURE

PRINT BUILDER NAME (IF DIFFERENT FROM VENDOR)

BUILDER SIGNATURE (IF DIFFERENT FROM VENDOR)

All references to a vendor/builder in this form may refer to a vendor, a builder or a vendor/builder.  
\*To be completed by a vendor/builder building homes other than condominium units.

VENDOR/BUILDER Copy

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1

x 2

1 1



Tarion Warranty Corporation

Customer Centre  
5150 Yonge Street, Concourse Level  
Toronto, Ontario M2N 6L8  
Toll-Free: 1-877-902-7466  
www.tarion.com

January 28, 2009  
By Mail and Fax (905) 508-3671

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

Dear Imran Jinnah:

RE: Mid-Term Freehold Assessment - Terms and Conditions  
Registration No. 34331 - Silver Streams Homes Inc.

I refer to your application for Mid-Term Freehold Assessment 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 in Tarion subject to the following conditions:

1. During the term of your registration expiring May 10, 2009, you shall ~~not~~, without prior written consent, market, sell, or build more than THIRTY (30) freehold units, which includes 10 units that have already been enrolled.
2. The blanket security in the amount of \$590,000 is required. Please be advised that we have received Irrevocable Standby Letter of Credit #964JB150888 in the amount of \$320,000 and #BMLC24173708 in the amount of \$270,000. The total blanket security of \$590,000 will cover all the obligations owed or which will be owed by Silver Streams Homes Inc. to Tarion however they arise.

At each renewal, a risk assessment will be conducted to review security requirements.

The release of security will be dependent on the expiry of both deposit and warranty coverage. Should complaints or claims exist against the vendor or builder it would have a negative impact on the release of the security.

Page 2  
Silver Streams Homes Inc.  
Registration #34331

I am prepared to consider your registration under 'L'ation if the foregoing conditions are acceptable to you. Those conditions of registration do not restrict the Registrar from placing further conditions on your registration which he deems to be appropriate.

Please confirm your acceptance of the foregoing by signing and returning the duplicate copy of this letter no later than February 11, 2009. If you have any questions, please contact Ada Mai at (416) 229-3844 or toll free 1-877-982-7466, ext. 3144.

Yours sincerely,

*Pat Vardon*

Pat Vardon, C.A.  
Deputy Registrar

CONSENTED AND AGREED TO:

Vendor/Builder: Silver Streams Homes Inc.

(Corporate Seal

By:

*I. M. R. A. N. J. I. N. N. A. H.*  
Signature of Authorized Signing Officer

where Applicable)

*I. M. R. A. N. J. I. N. N. A. H.*  
Print Name of Authorized Signing Officer



279  
103 Naughton Drive, Richmond Hill,  
Ontario L4C 8B3  
T: 905 508 7186  
F: 905 508 3671  
info@silverstreamshomes.com  
www.silverstreamshomes.com

Date: January 19, 2009

Ms Delores Parayno

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

RE: Registration Number 34331 – Silver Streams Homes Inc.

Dear Delores,

Attached is the additional L/C for \$270,000/- from BMO which is addition to the \$320,000/- security in place making the total security provided to \$590,000/-.

We had enrolled 10 homes in Dec 2008. We would like to register an additional 20 homes on top of the 10 enrolled making the total new homes to 30.

We plan to launch marketing around Feb 15, 2009 and with construction starting in April 2009.

Thanking you,

Yours truly,

A handwritten signature in black ink, appearing to read 'Asma Jinnah'.

Asma Jinnah  
Marketing Executive

280



281  
Tarion Warranty Corporation

Customer Centre  
5150 Yonge Street, Concourse Level  
Toronto, Ontario M2N 6L8  
Toll-Free: 1-877-982-7466  
[www.tarion.com](http://www.tarion.com)

May 30, 2010

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

Dear Registrant:

Re: Silver Streams Homes Inc.  
Registration No.: 34331  
Initial Registration Date: May 10, 2004.  
Next Renewal Date: May 10, 2011.

Your Application for Renewal of your Registration in Tarion was successful.

Please remember to use your Registration Number, shown above, each time you communicate with us.

Information on Tarion's policies and services will be sent to you on a regular basis as long as you are a registered builder and/or vendor. Our Web site, [www.tarion.com](http://www.tarion.com) also provides a wealth of information for you.

We wish you every success in your building endeavours.

Sincerely,

*P. Varcoe*

Pat Varcoe, C.A.  
Deputy Registrar

282  
0986

PUCCINI PROJECT MANAGEMENT INC.  
103 NAUGHTON DR.  
RICHMOND HILL, ONTARIO L4C 8B3  
Tel: (416) 819-1650

RBC ROYAL BANK  
SHOPPES OF UNIONVILLE BRANCH  
4251 HIGHWAY #7 UNIT 10  
UNIONVILLE, ON L3R 1L5

DATE 11 06 2010  
D D M M Y Y Y Y

\*\*\*\*\*Twenty-Six Thousand One Hundred Fifty-Nine and 50/100

\$ \*\*26,159.50

TO THE  
ORDER  
OF

Tarion Warranty Corporation

PUCCINI PROJECT MANAGEMENT INC.

MEMO

Enrollment fee of 20 homes in first phase

⑈000986⑈ ⑆08112⑈003⑆ 101⑈305⑈1⑈

PUCCINI PROJECT MANAGEMENT INC.

Tarion Warranty Corporation

11/06/2010

GST on purchases (Input Tax Credit)

24,913.81  
1,245.69

\$

PUCCINI PROJECT MANAGEMENT INC.

RB Account Enrollment fee of 20 homes in first phase

26,159.50

PUCCINI PROJECT MANAGEMENT INC.

Tarion Warranty Corporation

11/06/2010

GST on purchases (Input Tax Credit)

24,913.81  
1,245.69

RB Account

Enrollment fee of 20 homes in first phase

26,159.50

Product W6S9209

Use with W775 Double Window or W779 Single Window Envelope

Printed in Canada

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## ENROLMENT OF FREEHOLD HOME\*

Upon the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the Ontario New Home Warranties Plan Act.

Vendor/Builder Name:

Silver Streams Homes Inc.

Vendor/Builder

Reference Number:

34331

Builder Name

(If different from vendor):

Silver Streams Homes Inc.

Builder Reference

Number:

34331

### MUNICIPAL ADDRESS OF HOME TO BE ENROLLED

43, ROSSINI DR

Richmond Hill

NUMBER

STREET

CITY/TOWN

POSTAL CODE

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

1, 165 M-1, 4156

LOT

PLAN

BLOCK

CONCESSION

MUNICIPALITY  
(WHERE BUILDING PERMIT WAS ISSUED)

### DETAILS OF HOME TO BE ENROLLED

#### TYPE OF HOME

- ☒ Detached ☐ Duplex ☐ Quadruplex  
☐ Semi-detached ☐ Link ☐ Manufactured  
☐ Town-house ☐ Stacked town-house ☐ Other (specify):

#### CONTRACT HOME

Will this home be built on land currently owned by the purchaser?

☒ YES ☐ NO

#### PRIVATE SEWAGE DISPOSAL SYSTEM

Will this home have a private sewage disposal system?

☐ YES ☒ NO

If "YES", please specify lot size:

\_\_\_\_\_ acres

a. Will this home be built upon, or attached to any existing structure?

☐ YES ☒ NO

b. Will this home be built on a parcel of land that is tied to a common elements condominium corporation?

☐ YES ☒ NO

c. Will this home be built on a vacant land unit of a vacant land condominium corporation?

☐ YES ☒ NO

If "Yes" to questions b or c, please give details in a separate sheet of paper.

Who will install (or contract the installation of) the private sewage disposal system?

☐ Vendor/Builder  
☐ Purchaser

### ENROLMENT (Please refer to attached fee schedule to complete this section)

ESTIMATED CONTRACT/SALE PRICE  
(GST excluded):

\$ 640,000

PLEASE MAKE CHEQUE PAYABLE TO:  
TARION WARRANTY CORPORATION

ENROLMENT FEE:

AMOUNT PAYABLE TO TARION

\$ 1250.00

GST AMOUNT:

\$ 62.50

RST AMOUNT:

\$ 100.00

TOTAL ENROLMENT FEE:

\$ 1,412.50

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a Certificate of Completion and Possession (CCP) form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

Date:

2010/06/11 2148990 ONTARIO INC

YEAR/MONTH/DAY

PRINT VENDOR/BUILDER NAME

VENDOR/BUILDER SIGNATURE

SILVER STREAMS HOMES

PRINT BUILDER NAME (IF DIFFERENT FROM VENDOR)

BUILDER SIGNATURE (IF DIFFERENT FROM VENDOR)

All references to a vendor/builder in this form may refer to a vendor, a builder or a vendor/builder.  
\*To be completed by a vendor/builder building homes other than condominium units.

VENDOR/BUILDER Copy

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## ENROLMENT OF FREEHOLD HOME\*

Upon the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the Ontario New Home Warranties Plan Act.

Vendor/Builder Name:

Silver Streams Homes Inc.

Vendor/Builder

Reference Number:

34331

Builder Name

(if different from vendor):

Silver Streams Homes Inc.

Builder Reference

Number:

34331

### MUNICIPAL ADDRESS OF HOME TO BE ENROLLED

41- ROSSINI - DR

RICHMOND - HILL

NUMBER

STREET

CITY/TOWN

POSTAL CODE

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

2-165-M-4156

LOT

PLAN

BLOCK

CONCESSION

MUNICIPALITY  
(WHERE BUILDING PERMIT WAS ISSUED)

### DETAILS OF HOME TO BE ENROLLED

#### TYPE OF HOME

- ☒ Detached ☐ Duplex ☐ Quadruplex  
☐ Semi-detached ☐ Link ☐ Manufactured  
☐ Town-house ☐ Stacked town-house ☐ Other (specify):

- a. Will this home be built upon, or attached to any existing structure? ☐ YES ☒ NO  
b. Will this home be built on a parcel of land that is tied to a common elements condominium corporation? ☐ YES ☒ NO  
c. Will this home be built on a vacant land unit of a vacant land condominium corporation? ☐ YES ☒ NO  
If "Yes" to questions b or c, please give details in a separate sheet of paper.

#### CONTRACT HOME

Will this home be built on land currently owned by the purchaser?

☒ YES ☐ NO

#### PRIVATE SEWAGE DISPOSAL SYSTEM

Will this home have a private sewage disposal system?

☐ YES ☒ NO

If "YES", please specify lot size:

\_\_\_\_\_ acres

Who will install (or contract the installation of) the private sewage disposal system?

☐ Vendor/Builder  
☐ Purchaser

### ENROLMENT (Please refer to attached fee schedule to complete this section)

ESTIMATED CONTRACT/SALE PRICE  
(GST excluded):

\$ 640,000

PLEASE MAKE CHEQUE PAYABLE TO:  
TARION WARRANTY CORPORATION

ENROLMENT FEE:

\$ 1250

GST AMOUNT:

\$ 62.50

RST AMOUNT:

\$ 100.00

TOTAL ENROLMENT FEE:

\$ 1,412.50

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a *Certificate of Completion and Possession* (CCP) form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

Date:

2013/06/11  
YEAR/MONTH/DAY

2148990 ONTARIO INC  
PRINT VENDOR/BUILDER NAME

Tom Tind  
VENDOR/BUILDER SIGNATURE

SILVER STREAMS HOMES  
PRINT BUILDER NAME (IF DIFFERENT FROM VENDOR)

Tom Tind  
BUILDER SIGNATURE (IF DIFFERENT FROM VENDOR)

All references to a vendor/builder in this form may refer to a vendor, a builder or a vendor/builder.  
\*To be completed by a vendor/builder building homes other than condominium units.

VENDOR/BUILDER Copy

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## ENROLMENT OF FREEHOLD HOME\*

Upon the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the Ontario New Home Warranties Plan Act.

Vendor/Builder Name:

Silver Streams Homes Inc.

Vendor/Builder  
Reference Number:

34331

Builder Name  
(If different from vendor):

Silver Streams Homes Inc.

Builder Reference  
Number:

34331

### MUNICIPAL ADDRESS OF HOME TO BE ENROLLED

39. / ROSSINI DR.

RICHMOND HILL

NUMBER

STREET

CITY/TOWN

POSTAL CODE

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

3. / 65. M. 4156

LOT

PLAN

BLOCK

CONCESSION

MUNICIPALITY  
(WHERE BUILDING PERMIT WAS ISSUED)

### DETAILS OF HOME TO BE ENROLLED

#### TYPE OF HOME

- ☒ Detached ☐ Duplex ☐ Quadruplex  
☐ Semi-detached ☐ Link ☐ Manufactured  
☐ Town-house ☐ Stacked town-house ☐ Other (specify):

#### CONTRACT HOME

Will this home be built on land currently owned by the purchaser?

☒ YES ☐ NO

#### PRIVATE SEWAGE DISPOSAL SYSTEM

Will this home have a private sewage disposal system?

☐ YES ☒ NO

If "YES", please specify lot size:

\_\_\_\_\_ acres

- a. Will this home be built upon, or attached to any existing structure? ☐ YES ☒ NO  
b. Will this home be built on a parcel of land that is tied to a common elements condominium corporation? ☐ YES ☒ NO  
c. Will this home be built on a vacant land unit of a vacant land condominium corporation? ☐ YES ☒ NO  
If "Yes" to questions b or c, please give details in a separate sheet of paper.

Who will install (or contract the installation of) the private sewage disposal system?

☐ Vendor/Builder  
☐ Purchaser

### ENROLMENT (Please refer to attached fee schedule to complete this section)

ESTIMATED CONTRACT/SALE PRICE  
(GST excluded):

\$ 640,000.

PLEASE MAKE CHEQUE PAYABLE TO:  
TARION WARRANTY CORPORATION

ENROLMENT FEE:

\$ 1,250.00

GST AMOUNT:

\$ 62.50

RST AMOUNT:

\$ 100.00

TOTAL ENROLMENT FEE:

\$ 1,412.50

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a Certificate of Completion and Possession (CCP) form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

Date: 2/10/06/11 2148990 ONTARIO INC

YEAR/MONTH/DAY

PRINT VENDOR/BUILDER NAME

VENDOR/BUILDER SIGNATURE

SILVER STREAMS HOMES

PRINT BUILDER NAME (IF DIFFERENT FROM VENDOR)

BUILDER SIGNATURE (IF DIFFERENT FROM VENDOR)

All references to a vendor/builder in this form may refer to a vendor, a builder or a vendor/builder.  
\*To be completed by a vendor/builder building homes other than condominium units.

VENDOR/BUILDER Copy

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## ENROLMENT OF FREEHOLD HOME\*

Upon the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the Ontario New Home Warranties Plan Act.

Vendor/Builder Name:

Silver Streams Homes Inc.

Vendor/Builder  
Reference Number:

34331

Builder Name

(If different from vendor):

Silver Streams Homes Inc.

Builder Reference  
Number:

34331

### MUNICIPAL ADDRESS OF HOME TO BE ENROLLED

37, Kossini Dr.

1 Richmond Hill

NUMBER

STREET

CITY/TOWN

POSTAL CODE

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

4. 165-M-4156

LOT

PLAN

BLOCK

CONCESSION

MUNICIPALITY  
(WHERE BUILDING PERMIT WAS ISSUED)

### DETAILS OF HOME TO BE ENROLLED

#### TYPE OF HOME

- ☒ Detached ☐ Duplex ☐ Quadruplex  
☐ Semi-detached ☐ Link ☐ Manufactured  
☐ Town-house ☐ Stacked town-house ☐ Other (specify):

- a. Will this home be built upon, or attached to any existing structure? ☐ YES ☒ NO  
b. Will this home be built on a parcel of land that is tied to a common elements condominium corporation? ☐ YES ☒ NO  
c. Will this home be built on a vacant land unit of a vacant land condominium corporation? ☐ YES ☒ NO  
If "Yes" to questions b or c, please give details in a separate sheet of paper.

#### CONTRACT HOME

Will this home be built on land currently owned by the purchaser?

☒ YES ☐ NO

#### PRIVATE SEWAGE DISPOSAL SYSTEM

Will this home have a private sewage disposal system?

☐ YES ☒ NO

If "YES", please specify lot size:

\_\_\_\_\_ acres

Who will install (or contract the installation of) the private sewage disposal system?

☐ Vendor/Builder  
☐ Purchaser

### ENROLMENT (Please refer to attached fee schedule to complete this section)

ESTIMATED CONTRACT/SALE PRICE  
(GST excluded):

\$ 640,000.

PLEASE MAKE CHEQUE PAYABLE TO:  
TARION WARRANTY CORPORATION

ENROLMENT FEE:

\$ 1,250.00

GST AMOUNT:

\$ 62.50

RST AMOUNT:

\$ 100.00

TOTAL ENROLMENT FEE:

\$ 1,412.50

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a Certificate of Completion and Possession (CCP) form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

Date: 2010/06/11 2148990 ONTARIO INC

YEAR/MONTH/DAY

PRINT VENDOR/BUILDER NAME

VENDOR/BUILDER SIGNATURE

SILVER STREAMS HOMES

PRINT BUILDER NAME (IF DIFFERENT FROM VENDOR)

Tom Tink

BUILDER SIGNATURE (IF DIFFERENT FROM VENDOR)

All references to a vendor/builder in this form may refer to a vendor, a builder or a vendor/builder.  
\*To be completed by a vendor/builder building homes other than condominium units.

VENDOR/BUILDER Copy

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## ENROLMENT OF FREEHOLD HOME\*

Upon the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the *Ontario New Home Warranties Plan Act*.

|                                             |                                  |                                  |              |
|---------------------------------------------|----------------------------------|----------------------------------|--------------|
| Vendor/Builder Name:                        | <u>Silver Streams Homes Inc.</u> | Vendor/Builder Reference Number: | <u>34331</u> |
| Builder Name<br>(If different from vendor): | <u>Silver Streams Homes Inc.</u> | Builder Reference Number:        | <u>34331</u> |

### MUNICIPAL ADDRESS OF HOME TO BE ENROLLED

|           |                   |                      |             |
|-----------|-------------------|----------------------|-------------|
| <u>35</u> | <u>ROSSINI DR</u> | <u>RICHMOND HILL</u> |             |
| NUMBER    | STREET            | CITY/TOWN            | POSTAL CODE |

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

|          |                       |                                                    |
|----------|-----------------------|----------------------------------------------------|
| <u>5</u> | <u>165-M-4156</u>     | <u>RICHMOND HILL</u>                               |
| LOT      | PLAN BLOCK CONCESSION | MUNICIPALITY<br>(WHERE BUILDING PERMIT WAS ISSUED) |

### DETAILS OF HOME TO BE ENROLLED

#### TYPE OF HOME

- ☒ Detached    ☐ Duplex    ☐ Quadruplex  
☐ Semi-detached    ☐ Link    ☐ Manufactured  
☐ Town-house    ☐ Stacked town-house    ☐ Other (specify):

- a. Will this home be built upon, or attached to any existing structure? ☐ YES ☒ NO
- b. Will this home be built on a parcel of land that is tied to a common elements condominium corporation? ☐ YES ☒ NO
- c. Will this home be built on a vacant land unit of a vacant land condominium corporation? ☐ YES ☒ NO
- If "Yes" to questions b or c, please give details in a separate sheet of paper.

#### CONTRACT HOME

Will this home be built on land currently owned by the purchaser? ☒ YES ☐ NO

#### PRIVATE SEWAGE DISPOSAL SYSTEM

Will this home have a private sewage disposal system? ☐ YES ☒ NO

If "YES", please specify lot size: \_\_\_\_\_ acres

Who will install (or contract the installation of) the private sewage disposal system? ☐ Vendor/Builder ☒ Purchaser

### ENROLMENT (Please refer to attached fee schedule to complete this section)

ESTIMATED CONTRACT/SALE PRICE (GST excluded):

\$ 612,000.

PLEASE MAKE CHEQUE PAYABLE TO:  
TARION WARRANTY CORPORATION

ENROLMENT FEE:

GST AMOUNT:

RST AMOUNT:

TOTAL ENROLMENT FEE:

AMOUNT PAYABLE TO TARION

\$ 1,250.00

\$ 62.50

\$ 100.00

\$ 1,412.00

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a *Certificate of Completion and Possession (CCP)* form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

|                         |                                               |                                              |                          |
|-------------------------|-----------------------------------------------|----------------------------------------------|--------------------------|
| Date: <u>2010/06/11</u> | <u>2148990</u>                                | <u>ONTARIO INC</u>                           | <u>[Signature]</u>       |
| YEAR/MONTH/DAY          | PRINT VENDOR/BUILDER NAME                     |                                              | VENDOR/BUILDER SIGNATURE |
|                         | <u>SILVER STREAMS HOMES</u>                   | <u>[Signature]</u>                           |                          |
|                         | PRINT BUILDER NAME (IF DIFFERENT FROM VENDOR) | BUILDER SIGNATURE (IF DIFFERENT FROM VENDOR) |                          |

All references to a vendor/builder in this form may refer to a vendor, a builder or a vendor/builder.  
\*To be completed by a vendor/builder building homes other than condominium units.

VENDOR/BUILDER Copy

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## ENROLMENT OF FREEHOLD HOME\*

Upon the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the Ontario New Home Warranties Plan Act.

Vendor/Builder Name: Silver Streams Homes Inc. Vendor/Builder Reference Number: 34331  
Builder Name (if different from vendor): Silver Streams Homes Inc. Builder Reference Number: 34331

### MUNICIPAL ADDRESS OF HOME TO BE ENROLLED

33, ROSSINI DR, 1, RUTIMAN - Hill  
NUMBER STREET CITY/TOWN POSTAL CODE

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

6, 165 M, L1156  
LOT PLAN BLOCK CONCESSION MUNICIPALITY (WHERE BUILDING PERMIT WAS ISSUED)

### DETAILS OF HOME TO BE ENROLLED

#### TYPE OF HOME

- ☒ Detached ☐ Duplex ☐ Quadruplex  
☐ Semi-detached ☐ Link ☐ Manufactured  
☐ Town-house ☐ Stacked town-house ☐ Other (specify):

- a. Will this home be built upon, or attached to any existing structure? ☐ YES ☒ NO  
b. Will this home be built on a parcel of land that is tied to a common elements condominium corporation? ☐ YES ☒ NO  
c. Will this home be built on a vacant land unit of a vacant land condominium corporation? ☐ YES ☒ NO  
If "Yes" to questions b or c, please give details in a separate sheet of paper.

#### CONTRACT HOME

Will this home be built on land currently owned by the purchaser? ☒ YES ☐ NO

#### PRIVATE SEWAGE DISPOSAL SYSTEM

Will this home have a private sewage disposal system? ☐ YES ☒ NO  
If "YES", please specify lot size: \_\_\_\_\_ acres

Who will install (or contract the installation of) the private sewage disposal system?  
☐ Vendor/Builder  
☐ Purchaser

### ENROLMENT (Please refer to attached fee schedule to complete this section)

ESTIMATED CONTRACT/SALE PRICE (GST excluded):

\$640,000

PLEASE MAKE CHEQUE PAYABLE TO:  
TARION WARRANTY CORPORATION

ENROLMENT FEE:

\$1,250.00

GST AMOUNT:

\$62.50

RST AMOUNT:

\$100.00

TOTAL ENROLMENT FEE:

\$1,412.50

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a Certificate of Completion and Possession (CCP) form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

Date: 2010/06/11 2148990 ONTARIO INC [Signature]  
YEAR/MONTH/DAY PRINT VENDOR/BUILDER NAME VENDOR/BUILDER SIGNATURE  
SILVER STREAMS HOMES [Signature]  
PRINT BUILDER NAME (IF DIFFERENT FROM VENDOR) BUILDER SIGNATURE (IF DIFFERENT FROM VENDOR)

All references to a vendor/builder in this form may refer to a vendor, a builder or a vendor/builder.  
\*To be completed by a vendor/builder building homes other than condominium units.

VENDOR/BUILDER Copy

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Customer Centre  
5150 Yonge Street, Concourse Level  
Toronto, ON M2N 6L8  
Toll Free Tel: 1-877-982-7466  
www.tarion.com

## ENROLMENT OF FREEHOLD HOME\*

Upon the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the Ontario New Home Warranties Plan Act.

Vendor/Builder Name: Silver Streams Homes Inc. Vendor/Builder Reference Number: 34331  
Builder Name (If different from vendor): Silver Streams Homes Inc. Builder Reference Number: 34331

### MUNICIPAL ADDRESS OF HOME TO BE ENROLLED

31-1 ROSSINI DR. Richmond Hill  
NUMBER STREET CITY/TOWN POSTAL CODE

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

7. 165. M - 4156 1  
LOT PLAN BLOCK CONCESSION MUNICIPALITY (WHERE BUILDING PERMIT WAS ISSUED)

### DETAILS OF HOME TO BE ENROLLED

#### TYPE OF HOME

- ☒ Detached ☐ Duplex ☐ Quadruplex  
☐ Semi-detached ☐ Link ☐ Manufactured  
☐ Town-house ☐ Stacked town-house ☐ Other (specify):

a. Will this home be built upon, or attached to any existing structure? ☐ YES ☒ NO

b. Will this home be built on a parcel of land that is tied to a common elements condominium corporation? ☐ YES ☒ NO

c. Will this home be built on a vacant land unit of a vacant land condominium corporation? ☐ YES ☒ NO

If "Yes" to questions b or c, please give details in a separate sheet of paper.

#### CONTRACT HOME

Will this home be built on land currently owned by the purchaser? ☒ YES ☐ NO

#### PRIVATE SEWAGE DISPOSAL SYSTEM

Will this home have a private sewage disposal system? ☐ YES ☒ NO

If "YES", please specify lot size: \_\_\_\_\_ acres

Who will install (or contract the installation of) the private sewage disposal system? ☐ Vendor/Builder ☐ Purchaser

### ENROLMENT (Please refer to attached fee schedule to complete this section)

ESTIMATED CONTRACT/SALE PRICE (GST excluded):

\$ 640,000.

PLEASE MAKE CHEQUE PAYABLE TO:  
TARION WARRANTY CORPORATION

ENROLMENT FEE:

\$ 1,250

GST AMOUNT:

\$ 62.50

RST AMOUNT:

\$ 100.00

TOTAL ENROLMENT FEE:

\$ 1,412.50

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a Certificate of Completion and Possession (CCP) form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

Date: 2010/05/11 2148990 ONTARIO INC [Signature]  
YEAR/MONTH/DAY PRINT VENDOR/BUILDER NAME VENDOR/BUILDER SIGNATURE  
SILVER STREAMS HOMES [Signature]  
PRINT BUILDER NAME (IF DIFFERENT FROM VENDOR) BUILDER SIGNATURE (IF DIFFERENT FROM VENDOR)

All references to a vendor/builder in this form may refer to a vendor, a builder or a vendor/builder.  
\*To be completed by a vendor/builder building homes other than condominium units.

VENDOR/BUILDER Copy

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## ENROLMENT OF FREEHOLD HOME\*

Upon the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the Ontario New Home Warranties Plan Act.

Vendor/Builder Name: 2148990 Ontario Inc. Vendor/Builder Reference Number: 34331  
Builder Name: Silver Streams Homes Inc. Builder Reference Number: 34331  
(If different from vendor):

### MUNICIPAL ADDRESS OF HOME TO BE ENROLLED

29 / ROSSINI DR / Richmond Hill /  
NUMBER STREET CITY/TOWN POSTAL CODE

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

8 / 1.65 M - 4156 /  
LOT PLAN BLOCK CONCESSION MUNICIPALITY (WHERE BUILDING PERMIT WAS ISSUED)

### DETAILS OF HOME TO BE ENROLLED

#### TYPE OF HOME

- ☒ Detached ☐ Duplex ☐ Quadruplex  
☐ Semi-detached ☐ Link ☐ Manufactured  
☐ Town-house ☐ Stacked town-house ☐ Other (specify):

- a. Will this home be built upon, or attached to any existing structure? ☐ YES ☒ NO  
b. Will this home be built on a parcel of land that is tied to a common elements condominium corporation? ☐ YES ☒ NO  
c. Will this home be built on a vacant land unit of a vacant land condominium corporation? ☐ YES ☒ NO  
If "Yes" to questions b or c, please give details in a separate sheet of paper.

#### CONTRACT HOME

Will this home be built on land currently owned by the purchaser? ☒ YES ☐ NO

#### PRIVATE SEWAGE DISPOSAL SYSTEM

Will this home have a private sewage disposal system? ☐ YES ☒ NO

If "YES", please specify lot size: \_\_\_\_\_ acres

Who will install (or contract the installation of) the private sewage disposal system? ☐ Vendor/Builder ☐ Purchaser

### ENROLMENT (Please refer to attached fee schedule to complete this section)

ESTIMATED CONTRACT/SALE PRICE (GST excluded):

\$780,000

PLEASE MAKE CHEQUE PAYABLE TO:  
TARION WARRANTY CORPORATION

ENROLMENT FEE:

\$1400.00

GST AMOUNT:

\$70.00

RST AMOUNT:

\$112.00

TOTAL ENROLMENT FEE:

\$1582.00

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a Certificate of Completion and Possession (CCP) form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

Date: 2010/05/11 2148990 ONTARIO INC [Signature]  
YEAR/MONTH/DAY PRINT VENDOR/BUILDER NAME VENDOR/BUILDER SIGNATURE

SILVER STREAMS HOMES [Signature]  
PRINT BUILDER NAME (IF DIFFERENT FROM VENDOR) BUILDER SIGNATURE (IF DIFFERENT FROM VENDOR)

All references to a vendor/builder in this form may refer to a vendor, a builder or a vendor/builder.  
\*To be completed by a vendor/builder building homes other than condominium units.

VENDOR/BUILDER Copy

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## ENROLMENT OF FREEHOLD HOME\*

Upon the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the *Ontario New Home Warranties Plan Act*.

Vendor/Builder Name: Silver Streams Homes Inc. Vendor/Builder Reference Number: 34331  
Builder Name (if different from vendor): Silver Streams Homes Inc. Builder Reference Number: 34331

### MUNICIPAL ADDRESS OF HOME TO BE ENROLLED

7 1 PAVACOTT ST. 1 Richmond Hill  
NUMBER STREET CITY/TOWN POSTAL CODE

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

14 165 M-161156 1 Richmond Hill  
LOT PLAN BLOCK CONCESSION MUNICIPALITY (WHERE BUILDING PERMIT WAS ISSUED)

### DETAILS OF HOME TO BE ENROLLED

#### TYPE OF HOME

- ☒ Detached ☐ Duplex ☐ Quadruplex  
☐ Semi-detached ☐ Link ☐ Manufactured  
☐ Town-house ☐ Stacked town-house ☐ Other (specify):

- a. Will this home be built upon, or attached to any existing structure? ☐ YES ☒ NO  
b. Will this home be built on a parcel of land that is tied to a common elements condominium corporation? ☐ YES ☒ NO  
c. Will this home be built on a vacant land unit of a vacant land condominium corporation? ☐ YES ☒ NO  
If "Yes" to questions b or c, please give details in a separate sheet of paper.

#### CONTRACT HOME

Will this home be built on land currently owned by the purchaser? ☒ YES ☐ NO

#### PRIVATE SEWAGE DISPOSAL SYSTEM

Will this home have a private sewage disposal system? ☐ YES ☒ NO

If "YES", please specify lot size: \_\_\_\_\_ acres

Who will install (or contract the installation of) the private sewage disposal system? ☐ Vendor/Builder ☒ Purchaser

### ENROLMENT (Please refer to attached fee schedule to complete this section)

ESTIMATED CONTRACT/SALE PRICE (GST excluded):

\$538,000

PLEASE MAKE CHEQUE PAYABLE TO:  
TARION WARRANTY CORPORATION

ENROLMENT FEE:

\$ 1,150.00

GST AMOUNT:

\$ 57.50

RST AMOUNT:

\$ 192.00

TOTAL ENROLMENT FEE:

\$ 1,299.50

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a *Certificate of Completion and Possession (CCP)* form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

Date: 2010/06/11 2148993 ONTARIO INC [Signature]  
YEAR/MONTH/DAY PRINT VENDOR/BUILDER NAME VENDOR/BUILDER SIGNATURE

SILVER STREAMS HOMES INC [Signature]  
PRINT BUILDER NAME (IF DIFFERENT FROM VENDOR) BUILDER SIGNATURE (IF DIFFERENT FROM VENDOR)

All references to a vendor/builder in this form may refer to a vendor, a builder or a vendor/builder.  
\*To be completed by a vendor/builder building homes other than condominium units.

VENDOR/BUILDER Copy

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## ENROLMENT OF FREEHOLD HOME\*

Upon the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the *Ontario New Home Warranties Plan Act*.

Vendor/Builder Name: Silver Streams Homes Inc. Vendor/Builder Reference Number: 34331

Builder Name (If different from vendor): Silver Streams Homes Inc. Builder Reference Number: 34331

### MUNICIPAL ADDRESS OF HOME TO BE ENROLLED

6 1 PAVAROTTI ST 1 RICHMOND HILL 1

NUMBER STREET CITY/TOWN POSTAL CODE

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

10. 165. 1M. 4156 1 RICHMOND HILL

LOT PLAN BLOCK CONCESSION MUNICIPALITY (WHERE BUILDING PERMIT WAS ISSUED)

### DETAILS OF HOME TO BE ENROLLED

TYPE OF HOME

☒ Detached ☐ Duplex ☐ Quadruplex

☐ Semi-detached ☐ Link ☐ Manufactured

☐ Town-house ☐ Stacked town-house ☐ Other (specify):

a. Will this home be built upon, or attached to any existing structure? ☐ YES ☒ NO

b. Will this home be built on a parcel of land that is tied to a common elements condominium corporation? ☐ YES ☒ NO

c. Will this home be built on a vacant land unit of a vacant land condominium corporation? ☐ YES ☒ NO

If "Yes" to questions b or c, please give details in a separate sheet of paper.

### CONTRACT HOME

Will this home be built on land currently owned by the purchaser? ☒ YES ☐ NO

### PRIVATE SEWAGE DISPOSAL SYSTEM

Will this home have a private sewage disposal system? ☐ YES ☒ NO

If "YES", please specify lot size: \_\_\_\_\_ acres

Who will install (or contract the installation of) the private sewage disposal system? ☐ Vendor/Builder ☒ Purchaser

### ENROLMENT (Please refer to attached fee schedule to complete this section)

ESTIMATED CONTRACT/SALE PRICE (GST excluded):

\$ 538,000

PLEASE MAKE CHEQUE PAYABLE TO:  
TARION WARRANTY CORPORATION

ENROLMENT FEE:

GST AMOUNT:

RST AMOUNT:

TOTAL ENROLMENT FEE:

AMOUNT PAYABLE TO TARION

\$ 1,150.00

\$ 57.50

\$ 92.00

\$ 1,299.50

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a *Certificate of Completion and Possession (CCP)* form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

Date: 2010/06/11 2148990 ONTARIO INC Tom Link

YEAR/MONTH/DAY PRINT VENDOR/BUILDER NAME VENDOR/BUILDER SIGNATURE

SILVER STREAMS HOMES Tom Link

PRINT BUILDER NAME (IF DIFFERENT FROM VENDOR) BUILDER SIGNATURE (IF DIFFERENT FROM VENDOR)

All references to a vendor/builder in this form may refer to a vendor, a builder or a vendor/builder.  
\*To be completed by a vendor/builder building homes other than condominium units.

VENDOR/BUILDER Copy

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Customer Centre  
5150 Yonge Street, Concourse Level  
Toronto, ON M2N 6L8  
Toll Free Tel: 1-877-982-7466  
www.tarion.com

## ENROLMENT OF FREEHOLD HOME\*

Upon the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the *Ontario New Home Warranties Plan Act*.

Vendor/Builder Name: Silver Streams Homes Inc. Vendor/Builder Reference Number: 34331  
Builder Name (If different from vendor): Silver Streams Homes Inc. Builder Reference Number: 34331

### MUNICIPAL ADDRESS OF HOME TO BE ENROLLED

8. / PAVAROTTI ST. 1 RICHMOND HILL  
NUMBER STREET CITY/TOWN POSTAL CODE

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

9. 165. M-4156 1  
LOT PLAN BLOCK CONCESSION MUNICIPALITY (WHERE BUILDING PERMIT WAS ISSUED)

### DETAILS OF HOME TO BE ENROLLED

#### TYPE OF HOME

- ☒ Detached ☐ Duplex ☐ Quadruplex  
☐ Semi-detached ☐ Link ☐ Manufactured  
☐ Town-house ☐ Stacked town-house ☐ Other (specify):

- a. Will this home be built upon, or attached to any existing structure? ☐ YES ☒ NO  
b. Will this home be built on a parcel of land that is tied to a common elements condominium corporation? ☐ YES ☒ NO  
c. Will this home be built on a vacant land unit of a vacant land condominium corporation? ☐ YES ☒ NO  
If "Yes" to questions b or c, please give details in a separate sheet of paper.

#### CONTRACT HOME

Will this home be built on land currently owned by the purchaser? ☒ YES ☐ NO

#### PRIVATE SEWAGE DISPOSAL SYSTEM

Will this home have a private sewage disposal system? ☐ YES ☒ NO

If "YES", please specify lot size: \_\_\_\_\_ acres

Who will install (or contract the installation of) the private sewage disposal system? ☐ Vendor/Builder ☒ Purchaser

### ENROLMENT (Please refer to attached fee schedule to complete this section)

ESTIMATED CONTRACT/SALE PRICE (GST excluded):

\$538,000.

PLEASE MAKE CHEQUE PAYABLE TO:  
TARION WARRANTY CORPORATION

ENROLMENT FEE:

\$1,250.

GST AMOUNT:

\$57.50.

RST AMOUNT:

\$92.00.

TOTAL ENROLMENT FEE:

\$1,299.50.

AMOUNT PAYABLE TO TARION

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a *Certificate of Completion and Possession* (CCP) form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

Date: 2010/06/11 2148990 ONTARIO INC Tom Link  
YEAR/MONTH/DAY PRINT VENDOR/BUILDER NAME VENDOR/BUILDER SIGNATURE  
SILVER STREAMS HOMES Tom Link  
PRINT BUILDER NAME (IF DIFFERENT FROM VENDOR) BUILDER SIGNATURE (IF DIFFERENT FROM VENDOR)

All references to a vendor/builder in this form may refer to a vendor, a builder or a vendor/builder.  
\*To be completed by a vendor/builder building homes other than condominium units.

VENDOR/BUILDER Copy

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## ENROLMENT OF FREEHOLD HOME\*

Upon the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the *Ontario New Home Warranties Plan Act*.

Vendor/Builder Name: Silver Streams Homes Inc. Vendor/Builder Reference Number: 34331  
Builder Name (if different from vendor): Silver Streams Homes Inc. Builder Reference Number: 34331

### MUNICIPAL ADDRESS OF HOME TO BE ENROLLED

4. / PAVAROTTI ST. 1 RICHMOND HILL  
NUMBER STREET CITY/TOWN POSTAL CODE

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

11. / 65.M. 41561  
LOT PLAN BLOCK CONCESSION MUNICIPALITY (WHERE BUILDING PERMIT WAS ISSUED)

### DETAILS OF HOME TO BE ENROLLED

#### TYPE OF HOME

- ☒ Detached ☐ Duplex ☐ Quadruplex  
☐ Semi-detached ☐ Link ☐ Manufactured  
☐ Town-house ☐ Stacked town-house ☐ Other (specify):

- a. Will this home be built upon, or attached to any existing structure? ☐ YES ☒ NO  
b. Will this home be built on a parcel of land that is tied to a common elements condominium corporation? ☐ YES ☒ NO  
c. Will this home be built on a vacant land unit of a vacant land condominium corporation? ☐ YES ☒ NO  
If "Yes" to questions b or c, please give details in a separate sheet of paper.

#### CONTRACT HOME

Will this home be built on land currently owned by the purchaser? ☒ YES ☐ NO

#### PRIVATE SEWAGE DISPOSAL SYSTEM

Will this home have a private sewage disposal system? ☐ YES ☒ NO  
If "YES", please specify lot size: \_\_\_\_\_ acres

Who will install (or contract the installation of) the private sewage disposal system? ☐ Vendor/Builder ☒ Purchaser

### ENROLMENT (Please refer to attached fee schedule to complete this section)

ESTIMATED CONTRACT/SALE PRICE (GST excluded):

\$ 538,000

PLEASE MAKE CHEQUE PAYABLE TO:  
TARION WARRANTY CORPORATION

ENROLMENT FEE:

\$ 1,150

GST AMOUNT:

\$ 57.50

RST AMOUNT:

\$ 92.00

TOTAL ENROLMENT FEE:

\$ 1,299.50

AMOUNT PAYABLE TO TARION

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a *Certificate of Completion and Possession (CCP)* form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

Date: 2010/06/11 2148993 ONTARIO INC Tom Smith  
YEAR/MONTH/DAY PRINT VENDOR/BUILDER NAME VENDOR/BUILDER SIGNATURE  
SILVER STREAMS Tom Smith  
PRINT BUILDER NAME (IF DIFFERENT FROM VENDOR) BUILDER SIGNATURE (IF DIFFERENT FROM VENDOR)

All references to a vendor/builder in this form may refer to a vendor, a builder or a vendor/builder.  
\*To be completed by a vendor/builder building homes other than condominium units.

VENDOR/BUILDER Copy

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## ENROLMENT OF FREEHOLD HOME\*

Upon the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the Ontario New Home Warranties Plan Act.

Vendor/Builder Name: Silver Streams Homes Inc. Vendor/Builder Reference Number: 34331  
Builder Name (If different from vendor): Silver Streams Homes Inc. Builder Reference Number: 34331

### MUNICIPAL ADDRESS OF HOME TO BE ENROLLED

9 / PAVACOSI ST. / RICHMOND HILL /  
NUMBER STREET CITY/TOWN POSTAL CODE

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

15. / 65M / 41561 /  
LOT PLAN BLOCK CONCESSION MUNICIPALITY (WHERE BUILDING PERMIT WAS ISSUED)

### DETAILS OF HOME TO BE ENROLLED

#### TYPE OF HOME

- ☒ Detached ☐ Duplex ☐ Quadruplex  
☐ Semi-detached ☐ Link ☐ Manufactured  
☐ Town-house ☐ Stacked town-house ☐ Other (specify):

- a. Will this home be built upon, or attached to any existing structure? ☐ YES ☒ NO  
b. Will this home be built on a parcel of land that is tied to a common elements condominium corporation? ☐ YES ☒ NO  
c. Will this home be built on a vacant land unit of a vacant land condominium corporation? ☐ YES ☒ NO  
If "Yes" to questions b or c, please give details in a separate sheet of paper.

#### CONTRACT HOME

Will this home be built on land currently owned by the purchaser? ☒ YES ☐ NO

#### PRIVATE SEWAGE DISPOSAL SYSTEM

Will this home have a private sewage disposal system? ☐ YES ☒ NO

If "YES", please specify lot size: \_\_\_\_\_ acres

Who will install (or contract the installation of) the private sewage disposal system? ☐ Vendor/Builder ☐ Purchaser

### ENROLMENT (Please refer to attached fee schedule to complete this section)

ESTIMATED CONTRACT/SALE PRICE (GST excluded):

\$ 538,100

PLEASE MAKE CHEQUE PAYABLE TO: TARIION WARRANTY CORPORATION

ENROLMENT FEE:

GST AMOUNT:

RST AMOUNT:

TOTAL ENROLMENT FEE:

AMOUNT PAYABLE TO TARIION

\$ 1,299.15

\$ 107.50

\$ 92.00

\$ 1,498.65

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a Certificate of Completion and Possession (CCP) form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

Date: 2018 06 11 / 2148993 DNTARIS INC /  
YEAR/MONTH/DAY PRINT VENDOR/BUILDER NAME VENDOR/BUILDER SIGNATURE  
SILVER STREAMS HOMES /  
PRINT BUILDER NAME (IF DIFFERENT FROM VENDOR) BUILDER SIGNATURE (IF DIFFERENT FROM VENDOR)

All references to a vendor/builder in this form may refer to a vendor, a builder or a vendor/builder.  
\*To be completed by a vendor/builder building homes other than condominium units.

VENDOR/BUILDER Copy

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## ENROLMENT OF FREEHOLD HOME

Upon the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the *Ontario New Home Warranties Plan Act*.

Vendor/Builder Name: Silver Streams Homes Inc. Vendor/Builder Reference Number: 34331  
Builder Name (if different from vendor): Silver Streams Homes Inc. Builder Reference Number: 34331

### MUNICIPAL ADDRESS OF HOME TO BE ENROLLED

11 1 PAVAROTTI ST. 1 PICTON-HILL  
NUMBER STREET CITY/TOWN POSTAL CODE

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

16 165 M / 4156 1  
LOT PLAN BLOCK CONCESSION MUNICIPALITY (WHERE BUILDING PERMIT WAS ISSUED)

### DETAILS OF HOME TO BE ENROLLED

#### TYPE OF HOME

- ☒ Detached ☐ Duplex ☐ Quadruplex  
☐ Semi-detached ☐ Link ☐ Manufactured  
☐ Town-house ☐ Stacked town-house ☐ Other (specify):

- a. Will this home be built upon, or attached to any existing structure? ☐ YES ☒ NO  
b. Will this home be built on a parcel of land that is tied to a common elements condominium corporation? ☐ YES ☒ NO  
c. Will this home be built on a vacant land unit of a vacant land condominium corporation? ☐ YES ☒ NO  
If "Yes" to questions b or c, please give details in a separate sheet of paper.

#### CONTRACT HOME

Will this home be built on land currently owned by the purchaser? ☒ YES ☐ NO

#### PRIVATE SEWAGE DISPOSAL SYSTEM

Will this home have a private sewage disposal system? ☐ YES ☒ NO

If "YES", please specify lot size: \_\_\_\_\_ acres

Who will install (or contract the installation of) the private sewage disposal system? ☐ Vendor/Builder ☐ Purchaser

### ENROLMENT (Please refer to attached fee schedule to complete this section)

ESTIMATED CONTRACT/SALE PRICE (GST excluded):

\$538,000

PLEASE MAKE CHEQUE PAYABLE TO:  
TARION WARRANTY CORPORATION

ENROLMENT FEE:

GST AMOUNT:

RST AMOUNT:

TOTAL ENROLMENT FEE:

AMOUNT PAYABLE TO TARION

\$ 1150.1200

\$ 57.50.60

\$ 92.96

\$ 1,299.50.56

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a *Certificate of Completion and Possession* (CCP) form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

Date: 2011/06/11 2148993 ONTARIO INC  
YEAR/MONTH/DAY PRINT VENDOR/BUILDER NAME  
VENDOR/BUILDER SIGNATURE  
SILVER STREAMS HOMES  
PRINT BUILDER NAME (IF DIFFERENT FROM VENDOR) BUILDER SIGNATURE (IF DIFFERENT FROM VENDOR)

All references to a vendor/builder in this form may refer to a vendor, a builder or a vendor/builder.  
\*To be completed by a vendor/builder building homes other than condominium units.

VENDOR/BUILDER Copy

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Customer Centre  
5150 Yonge Street, Concourse Level  
Toronto, ON M2N 6L8  
Toll Free Tel: 1-877-982-7466  
www.tarion.com

## ENROLMENT OF FREEHOLD HOME\*

Upon the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the Ontario New Home Warranties Plan Act.

Vendor/Builder Name: 2148993 Ontario Inc. Vendor/Builder Reference Number: 34331  
Builder Name (If different from vendor): Silver Streams Homes Inc. Builder Reference Number: 34331

### MUNICIPAL ADDRESS OF HOME TO BE ENROLLED

NUMBER 3 STREET 1 PAVANET ST CITY/TOWN 1 Cummer Hill POSTAL CODE

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

LOT 12 PLAN 165 BLOCK 1M4156 CONCESSION  MUNICIPALITY (WHERE BUILDING PERMIT WAS ISSUED)

### DETAILS OF HOME TO BE ENROLLED

#### TYPE OF HOME

☒ Detached ☐ Duplex ☐ Quadruplex  
☐ Semi-detached ☐ Link ☐ Manufactured  
☐ Town-house ☐ Stacked town-house ☐ Other (specify):

- a. Will this home be built upon, or attached to any existing structure? ☐ YES ☒ NO  
b. Will this home be built on a parcel of land that is tied to a common elements condominium corporation? ☐ YES ☒ NO  
c. Will this home be built on a vacant land unit of a vacant land condominium corporation? ☐ YES ☒ NO  
If "Yes" to questions b or c, please give details in a separate sheet of paper.

#### CONTRACT HOME

Will this home be built on land currently owned by the purchaser? ☒ YES ☐ NO

#### PRIVATE SEWAGE DISPOSAL SYSTEM

Will this home have a private sewage disposal system? ☐ YES ☒ NO

If "YES", please specify lot size: \_\_\_\_\_ acres

Who will install (or contract the installation of) the private sewage disposal system?  
☐ Vendor/Builder  
☐ Purchaser

### ENROLMENT (Please refer to attached fee schedule to complete this section)

ESTIMATED CONTRACT/SALE PRICE (GST excluded):

\$ 536,000

PLEASE MAKE CHEQUE PAYABLE TO:  
TARION WARRANTY CORPORATION

ENROLMENT FEE:

\$ 11,450

GST AMOUNT:

\$ 57.50

RST AMOUNT:

\$ 192.00

TOTAL ENROLMENT FEE:

\$ 11,299.50

AMOUNT PAYABLE TO TARION

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a Certificate of Completion and Possession (CCP) form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

Date: 2010/06/11 2148993 ONTARIO INC VENDOR/BUILDER SIGNATURE  
YEAR/MONTH/DAY PRINT VENDOR/BUILDER NAME

SILVER STREAMS HOMES [Signature]  
PRINT BUILDER NAME (IF DIFFERENT FROM VENDOR) BUILDER SIGNATURE (IF DIFFERENT FROM VENDOR)

All references to a vendor/builder in this form may refer to a vendor, a builder or a vendor/builder.  
\*To be completed by a vendor/builder building homes other than condominium units.

VENDOR/BUILDER Copy

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## ENROLMENT OF FREEHOLD HOME\*

Upon the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the Ontario New Home Warranties Plan Act.

Vendor/Builder Name: Silver Streams Homes Inc. Vendor/Builder Reference Number: 34331  
Builder Name (if different from vendor): Silver Streams Homes Inc. Builder Reference Number: 34331

### MUNICIPAL ADDRESS OF HOME TO BE ENROLLED

24 1 ROSSINI DR 1 RICHMOND HILL 1120  
NUMBER STREET CITY/TOWN POSTAL CODE

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

17 165 M-4156 1 1120  
LOT PLAN BLOCK CONCESSION MUNICIPALITY (WHERE BUILDING PERMIT WAS ISSUED)

### DETAILS OF HOME TO BE ENROLLED

#### TYPE OF HOME

- ☒ Detached ☐ Duplex ☐ Quadruplex  
☐ Semi-detached ☐ Link ☐ Manufactured  
☐ Town-house ☐ Stacked town-house ☐ Other (specify):

- a. Will this home be built upon, or attached to any existing structure? ☐ YES ☒ NO  
b. Will this home be built on a parcel of land that is tied to a common elements condominium corporation? ☐ YES ☒ NO  
c. Will this home be built on a vacant land unit of a vacant land condominium corporation? ☐ YES ☒ NO  
If "Yes" to questions b or c, please give details in a separate sheet of paper.

#### CONTRACT HOME

Will this home be built on land currently owned by the purchaser? ☒ YES ☐ NO

#### PRIVATE SEWAGE DISPOSAL SYSTEM

Will this home have a private sewage disposal system? ☐ YES ☒ NO

If "YES", please specify lot size: \_\_\_\_\_ acres

Who will install (or contract the installation of) the private sewage disposal system?  
☐ Vendor/Builder  
☐ Purchaser

### ENROLMENT (Please refer to attached fee schedule to complete this section)

ESTIMATED CONTRACT/SALE PRICE (GST excluded):

\$ 640,000

PLEASE MAKE CHEQUE PAYABLE TO:  
TARION WARRANTY CORPORATION

ENROLMENT FEE:

AMOUNT PAYABLE TO TARION

\$ 1,250.

GST AMOUNT:

\$ 62.50

RST AMOUNT:

\$ 1100.

TOTAL ENROLMENT FEE:

\$ 1,412.50.

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a Certificate of Completion and Possession (CCP) form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

Date: 2012/06/11 2148993 ONTARIO INC [Signature]  
YEAR/MONTH/DAY PRINT VENDOR/BUILDER NAME VENDOR/BUILDER SIGNATURE  
SILVER STREAMS HOMES [Signature]  
PRINT BUILDER NAME (IF DIFFERENT FROM VENDOR) BUILDER SIGNATURE (IF DIFFERENT FROM VENDOR)

All references to a vendor/builder in this form may refer to a vendor, a builder or a vendor/builder.  
\*To be completed by a vendor/builder building homes other than condominium units.

VENDOR/BUILDER Copy

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## ENROLMENT OF FREEHOLD HOME\*

Upon the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the *Ontario New Home Warranties Plan Act*.

Vendor/Builder Name: Silver Streams Homes Inc. Vendor/Builder Reference Number: 34331  
Builder Name (if different from vendor): Silver Streams Homes Inc. Builder Reference Number: 34331

### MUNICIPAL ADDRESS OF HOME TO BE ENROLLED

26 / ROSSINI DR. / 1 RICHMOND HILL /  
NUMBER STREET CITY/TOWN POSTAL CODE

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

18 / 165-MV-4156 / 1 RICHMOND HILL /  
LOT PLAN BLOCK CONCESSION MUNICIPALITY (WHERE BUILDING PERMIT WAS ISSUED)

### DETAILS OF HOME TO BE ENROLLED

#### TYPE OF HOME

- ☒ Detached ☐ Duplex ☐ Quadruplex  
☐ Semi-detached ☐ Link ☐ Manufactured  
☐ Town-house ☐ Stacked town-house ☐ Other (specify):

- a. Will this home be built upon, or attached to any existing structure? ☐ YES ☒ NO  
b. Will this home be built on a parcel of land that is tied to a common elements condominium corporation? ☐ YES ☒ NO  
c. Will this home be built on a vacant land unit of a vacant land condominium corporation? ☐ YES ☒ NO  
If "Yes" to questions b or c, please give details in a separate sheet of paper.

#### CONTRACT HOME

Will this home be built on land currently owned by the purchaser? ☒ YES ☐ NO

#### PRIVATE SEWAGE DISPOSAL SYSTEM

Will this home have a private sewage disposal system? ☐ YES ☒ NO

If "YES", please specify lot size: \_\_\_\_\_ acres.

Who will install (or contract the installation of) the private sewage disposal system?  
☐ Vendor/Builder ☒ Purchaser

### ENROLMENT (Please refer to attached fee schedule to complete this section)

ESTIMATED CONTRACT/SALE PRICE (GST excluded):

\$ 620,000

PLEASE MAKE CHEQUE PAYABLE TO:  
TARION WARRANTY CORPORATION

ENROLMENT FEE:

\$ 1250

GST AMOUNT:

\$ 62.50

RST AMOUNT:

\$ 100

TOTAL ENROLMENT FEE:

\$ 1,412.50

AMOUNT PAYABLE TO TARION

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a *Certificate of Completion and Possession (CCP)* form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

Date: 2010/06/11 / 2148993 / ONTARIO INC / [Signature]  
YEAR/MONTH/DAY PRINT VENDOR/BUILDER NAME VENDOR/BUILDER SIGNATURE  
SILVER STREAMS HOMES / [Signature]  
PRINT BUILDER NAME (IF DIFFERENT FROM VENDOR) BUILDER SIGNATURE (IF DIFFERENT FROM VENDOR)

All references to a vendor/builder in this form may refer to a vendor, a builder or a vendor/builder.  
\*To be completed by a vendor/builder building homes other than condominium units.

VENDOR/BUILDER Copy

T-1125 - 08/REV.04



Customer Centre  
5150 Yonge Street, Concourse Level  
Toronto, ON M2N 6L8  
Toll Free Tel: 1-877-982-7466  
www.tarion.com

## ENROLMENT OF FREEHOLD HOME\*

Upon the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the *Ontario New Home Warranties Plan Act*.

2118993 Ontario Inc.

|                                          |                           |                                  |       |
|------------------------------------------|---------------------------|----------------------------------|-------|
| Vendor/Builder Name:                     | Silver Streams Homes Inc. | Vendor/Builder Reference Number: | 34331 |
| Builder Name (if different from vendor): | Silver Streams Homes Inc. | Builder Reference Number:        | 34331 |

### MUNICIPAL ADDRESS OF HOME TO BE ENROLLED

30 / ROSSINI - DR. / 1 BERTMONS HILL /  
NUMBER STREET CITY/TOWN POSTAL CODE

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

20 / 65 / 1M - 4156 / 1 BERTMONS - HILL /  
LOT PLAN BLOCK CONCESSION MUNICIPALITY (WHERE BUILDING PERMIT WAS ISSUED)

### DETAILS OF HOME TO BE ENROLLED

#### TYPE OF HOME

- ☒ Detached ☐ Duplex ☐ Quadruplex  
☐ Semi-detached ☐ Link ☐ Manufactured  
☐ Town-house ☐ Stacked town-house ☐ Other (specify):

- a. Will this home be built upon, or attached to any existing structure? ☐ YES ☒ NO  
b. Will this home be built on a parcel of land that is tied to a common elements condominium corporation? ☐ YES ☒ NO  
c. Will this home be built on a vacant land unit of a vacant land condominium corporation? ☐ YES ☒ NO  
If "Yes" to questions b or c, please give details in a separate sheet of paper.

#### CONTRACT HOME

Will this home be built on land currently owned by the purchaser? ☒ YES ☐ NO

#### PRIVATE SEWAGE DISPOSAL SYSTEM

Will this home have a private sewage disposal system? ☐ YES ☒ NO  
If "YES", please specify lot size: \_\_\_\_\_ acres

Who will install (or contract the installation of) the private sewage disposal system?  
☐ Vendor/Builder  
☐ Purchaser

### ENROLMENT (Please refer to attached fee schedule to complete this section)

ESTIMATED CONTRACT/SALE PRICE (GST excluded):

\$612,000

PLEASE MAKE CHEQUE PAYABLE TO:  
TARION WARRANTY CORPORATION

ENROLMENT FEE:

AMOUNT PAYABLE TO TARION  
\$ 1,250.

GST AMOUNT:

\$ 62.50

RST AMOUNT:

\$ 100.00

TOTAL ENROLMENT FEE:

\$ 1,412.50

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a *Certificate of Completion and Possession (CCP)* form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

Date: 2010/10/11 / 2118993 ONTARIO INC. /  
YEAR/MONTH/DAY PRINT VENDOR/BUILDER NAME VENDOR/BUILDER SIGNATURE  
SILVER STREAMS HOMES /  
PRINT BUILDER NAME (IF DIFFERENT FROM VENDOR) BUILDER SIGNATURE (IF DIFFERENT FROM VENDOR)

All references to a vendor/builder in this form may refer to a vendor, a builder or a vendor/builder.  
\*To be completed by a vendor/builder building homes other than condominium units.

VENDOR/BUILDER Copy

T-1125 - 08/REV.04

301

## ENROLMENT OF FREEHOLD HOME\*

Upon the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the Ontario New Home Warranties Plan Act.

Vendor/Builder Name: Silver Streams Homes Inc. Vendor/Builder Reference Number: 34331  
Builder Name (if different from vendor): Silver Streams Homes Inc. Builder Reference Number: 34331

### MUNICIPAL ADDRESS OF HOME TO BE ENROLLED

28 ROSSINI-DR. 1 RICHMOND HILL  
NUMBER STREET CITY/TOWN POSTAL CODE

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

19. 165 W. 4156 1 RICHMOND HILL  
LOT PLAN BLOCK CONCESSION MUNICIPALITY (WHERE BUILDING PERMIT WAS ISSUED)

### DETAILS OF HOME TO BE ENROLLED

**TYPE OF HOME**  
☒ Detached ☐ Duplex ☐ Quadruplex  
☐ Semi-detached ☐ Link ☐ Manufactured  
☐ Town-house ☐ Stacked town-house ☐ Other (specify):  
  
a. Will this home be built upon, or attached to any existing structure? ☐ YES ☒ NO  
b. Will this home be built on a parcel of land that is tied to a common elements condominium corporation? ☐ YES ☒ NO  
c. Will this home be built on a vacant land unit of a vacant land condominium corporation? ☐ YES ☒ NO  
If "Yes" to questions b or c, please give details in a separate sheet of paper.  
  
**CONTRACT HOME**  
Will this home be built on land currently owned by the purchaser? ☒ YES ☐ NO  
  
**PRIVATE SEWAGE DISPOSAL SYSTEM**  
Will this home have a private sewage disposal system? ☐ YES ☒ NO  
If "YES", please specify lot size: \_\_\_\_\_ acres  
Who will install (or contract the installation of) the private sewage disposal system? ☐ Vendor/Builder ☒ Purchaser

### ENROLMENT (Please refer to attached fee schedule to complete this section)

ESTIMATED CONTRACT/SALE PRICE (GST excluded):

\$ 640,000

PLEASE MAKE CHEQUE PAYABLE TO:  
TARION WARRANTY CORPORATION

ENROLMENT FEE:

AMOUNT PAYABLE TO TARION

\$ 1,250.

GST AMOUNT:

\$ 62.50

RST AMOUNT:

\$ 100.00

TOTAL ENROLMENT FEE:

\$ 1,412.50

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a Certificate of Completion and Possession (CCP) form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

Date: 2009 06/11 2148993 DNTARIO INC [Signature]  
YEAR/MONTH/DAY PRINT VENDOR/BUILDER NAME VENDOR/BUILDER SIGNATURE  
SILVER STREAMS HOMES [Signature]  
PRINT BUILDER NAME (IF DIFFERENT FROM VENDOR) BUILDER SIGNATURE (IF DIFFERENT FROM VENDOR)

All references to a vendor/builder in this form may refer to a vendor, a builder or a vendor/builder.  
\*To be completed by a vendor/builder building homes other than condominium units.

VENDOR/BUILDER Copy

T-1125 - 08/REV.04

302

## ENROLMENT OF FREEHOLD HOME\*

Upon the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the Ontario New Home Warranties Plan Act.

Vendor/Builder Name: Silver Streams Homes Inc. Vendor/Builder Reference Number: 34331

Builder Name (if different from vendor): Silver Streams Homes Inc. Builder Reference Number: 34331

### MUNICIPAL ADDRESS OF HOME TO BE ENROLLED

5. / PARKADE ST. 1 RICHMOND - HILL

NUMBER STREET CITY/TOWN POSTAL CODE

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

13. / 165. / 14156 / 1 RICHMOND - HILL

LOT PLAN BLOCK CONCESSION MUNICIPALITY (WHERE BUILDING PERMIT WAS ISSUED)

### DETAILS OF HOME TO BE ENROLLED

#### TYPE OF HOME

- ☒ Detached ☐ Duplex ☐ Quadruplex
- ☐ Semi-detached ☐ Link ☐ Manufactured
- ☐ Town-house ☐ Stacked town-house ☐ Other (specify):

- a. Will this home be built upon, or attached to any existing structure? ☐ YES ☒ NO
- b. Will this home be built on a parcel of land that is tied to a common elements condominium corporation? ☐ YES ☒ NO
- c. Will this home be built on a vacant land unit of a vacant land condominium corporation? ☐ YES ☒ NO
- If "Yes" to questions b or c, please give details in a separate sheet of paper.

#### CONTRACT HOME

Will this home be built on land currently owned by the purchaser? ☒ YES ☐ NO

#### PRIVATE SEWAGE DISPOSAL SYSTEM

Will this home have a private sewage disposal system? ☐ YES ☒ NO

If "YES", please specify lot size: \_\_\_\_\_ acres

Who will install (or contract the installation of) the private sewage disposal system? ☐ Vendor/Builder ☒ Purchaser

### ENROLMENT (Please refer to attached fee schedule to complete this section)

ESTIMATED CONTRACT/SALE PRICE (GST excluded):

\$538,000

PLEASE MAKE CHEQUE PAYABLE TO:  
TARION WARRANTY CORPORATION

ENROLMENT FEE:

AMOUNT PAYABLE TO TARION

\$1,150.

GST AMOUNT:

\$57.50.

RST AMOUNT:

\$14,912.00.

TOTAL ENROLMENT FEE:

\$1,209.50.

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a Certificate of Completion and Possession (CCP) form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

Date: 2010/06/11 2148993 TARION INC Tam T. H.

YEAR/MONTH/DAY PRINT VENDOR/BUILDER NAME VENDOR/BUILDER SIGNATURE

SILVER STREAMS HOMES Tam T. H.

PRINT BUILDER NAME (IF DIFFERENT FROM VENDOR) BUILDER SIGNATURE (IF DIFFERENT FROM VENDOR)

All references to a vendor/builder in this form may refer to a vendor, a builder or a vendor/builder.  
\*To be completed by a vendor/builder building homes other than condominium units.

VENDOR/BUILDER Copy

T-1125 - 08/REV.04



Thank you for contacting Tarion's  
Licensing & Underwriting Department

The following details confirm receipt of your fax:

Received on: 2010-05-19 12:44:59  
Number of Pages: 1  
From: 9055083671



304  
103 Naughton Drive, Richmond Hill,  
Ontario L4C 8B3  
T: 905 508 7186  
F: 905 508 3671  
Info@silverstreamshomes.com  
www.silverstreamshomes.com

---

May 19, 2010

Ms Hillary Scarlett  
Underwriting Analyst

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

**Fax No: 416-229-3843**

**RE: Renewal of Registration**  
**Registration Number 34331 – Silver Streams Homes Inc.**

Dear Hillary,

Following are the 10 home that are registered;

1. Lot 34 – 2147681 Ontario Inc
2. Lot 62 – 2148993 Ontario Inc
3. Lot 61 – 2147681 Ontario Inc
4. Lot 35 – 2147681 Ontario Inc
5. Lot 59 – 2147650 Ontario Inc
6. Lot 52 – 2147650 Ontario Inc
7. Lot 38 – 2147681 Ontario Inc
8. Lot 40 – 2147681 Ontario Inc
9. Lot 26 – 2148990 Ontario Inc
10. Lot 27 – 2148990 Ontario Inc

These are all marketing numbers.

Let me know if you need any other clarifications.

Thanking you,

Yours truly,

A handwritten signature in black ink, appearing to read 'Imran Jinnah', written over a horizontal line.  
Imran Jinnah  
Chief Executive

305

306

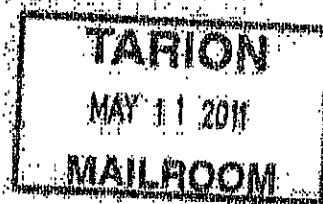


# Tarion Warranty Corporation

5180 Yonge Street, 12<sup>th</sup> Floor  
Toronto, Ontario M2N 6L9  
Toll-Free: 1-877-982-7468  
www.tarion.com

April 20, 2011

Imran Jinnah  
Silver Streams Homes  
103 Naughton Dr.  
RICHMOND HILL ON L4C 8B3



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. Security in the amount of \$950,000 is required. Tarion currently has \$590,000 in blanket security therefore an additional \$360,000 is required. The total blanket security will cover all obligations owed or which will be owed to Tarion by the above named registrant 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 the TWO (2) homes already enrolled located at 12 and 13 Bridlewood WHITBY.

INT

4. 2147650 Ontario Inc. shall not, without prior written consent, sell more than the **THREE (3)** homes already enrolled located at lot 52 and 53 Puccini Dr., RICHMOND HILL and lot 51 Rossini Dr., RICHMOND HILL.
5. 2148990 Ontario Inc. shall not, without prior written consent, sell more than the **FOUR (4)** homes already enrolled located at lots 24, 25, 26 and 27 Puccini Dr., RICHMOND HILL.
6. 2148993 Ontario Inc. shall not, without prior written consent, sell more than the **TWO (2)** homes already enrolled located at lot 1 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 **SEVENTEEN (17)** homes already enrolled located at lots 34, 35, 38, 39, 40, 59, 61 and 62 Puccini Dr., RICHMOND HILL, lots 33, 43, 44, 60 and 63 Rossini Dr., RICHMOND HILL and lots 36, 37, 41 and 42 Merton St., RICHMOND HILL.
9. Under the umbrella of Silver Streams Homes, if there is **ONE more (1) chargeable conciliation**, your terms and conditions of registration may be revised, which may include at a minimum, additional security requirements, delay in release of security currently held and/or the Registrar issuing a Notice of Proposal to revoke your registration.

If you have any concerns, questions or need clarification about the Customer Service Standard (Builder Bulletin 42) please contact Builder Relations @ 416-229-3844 or toll free at 1-877-982-7466 Ext: 3812.

10. As a builder/vendor registered with Tarion, you must enroll all freehold homes forthwith upon the issuance of a building permit. Failure to enroll on time puts you in violation of Section 12 of the Ontario New Home Warranties Plan Act. We will monitor your enrolment activity, and if you continue to enroll late, we will revise your conditions of registration, which may result in an increase of security with each future enrolment.
11. As a builder/vendor registered with Tarion, you must submit the completed and signed Certificate of Completion and Possession within 15 days from the date of possession of each home. We will monitor your activity and if we do not receive the certificates within the above timeframe, this could affect the terms and conditions placed on your registration.

END

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 Taron 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 and the outstanding security of \$360,000 by May 02, 2011. Your application will not be approved until a signed copy of the terms and condition letter and the security are received. If you have any questions, please contact Hilary Scarlett at 416-229-9200 ext. 3167 or toll free at 1-877-982-7466.

Sincerely,

*John Becavello*

John Becavello, CA  
Deputy Registrar

**CONSENTED AND AGREED TO:**

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

By:

(Corporate seal where applicable)

*[Signature]*  
Signature of Authorized Signing Officer

*IMRAN JINNAT*  
Print Name of Authorized Signing Officer



### Builder Portal Authorization Form

A Principal, Director or Officer of the company is required to sign the section below. By doing so the signatory agrees that the individual named as the Administrator below is authorized to represent either the Vendor/Builder or the Umbrella Group and all its affiliated Vendors/Builders as its Portal Administrator. They further acknowledge that they have read the Builder Portal User Agreement located on our website at [www.tarion.com/builderportal](http://www.tarion.com/builderportal) under the Terms of Use section.

I, IMRAN - JINNAH authorize SUHAIL - SIDDIQUI  
 Principal, Director or Officer's Name Portal Administrator Name  
(please print) (please print)

to be the Administrator for either:

\_\_\_\_\_  
 Vendor/Builder Name

34331  
 Vendor/Builder Number

or

SILVER STREAMS HOMES INC. for all affiliated Vendors/Builders  
 Umbrella Group Name

Imran Jinnah  
 Principal, Director or Officer's Signature

\_\_\_\_\_  
 Date

BY PRESIDENT  
 Signing Authority Title

103, NAVIGATOR, DR, RICHMOND HILL, L4C 8B3  
 Address

416-887-3586  
 Portal Administrator Telephone

suhaile.siddiqui@yahoo.com  
 Portal Administrator Email Address

Please return this form to the Builder Relations Department at Tarion by:  
 Fax: 416-229-9013 or Email: [builderportal@tarion.com](mailto:builderportal@tarion.com)

310  
1242

PUCCINI PROJECT MANAGEMENT INC.  
103 NAUGHTON DR.  
RICHMOND HILL, ONTARIO L4C 8B3  
Tel: (416) 819-1650

RBC ROYAL BANK  
SHOPPES OF UNIONVILLE BRANCH  
4261 HIGHWAY #7 UNIT 10  
UNIONVILLE, ON L3R 1E5

DATE 02/02/2011  
D D M M Y Y Y Y

PAY \*\*\*\*\*One Hundred Thirteen and 00/100

\$ \*\*113.00

TO THE  
ORDER  
OF

Tarion Warranty Corporation

PUCCINI PROJECT MANAGEMENT INC.

MEMO For re-enrollment of 2 lots of phase 2

⑈001242⑈ ⑈08112⑈003⑈ 101⑈305⑈1⑈

PUCCINI PROJECT MANAGEMENT INC.

Tarion Warranty Corporation

02/02/2011

1242

100.00

GST on purchases (Input Tax Credit)  
HST on purchases

13.00

PUCCINI PROJECT MANAGEMENT INC.

⑈001242⑈ ⑈08112⑈003⑈ 101⑈305⑈1⑈

RB Account For re-enrollment of 2 lots of phase 2

113.00

PUCCINI PROJECT MANAGEMENT INC.

Tarion Warranty Corporation

02/02/2011

1242

100.00

GST on purchases (Input Tax Credit)  
HST on purchases

13.00

PUCCINI PROJECT MANAGEMENT INC.

⑈001242⑈ ⑈08112⑈003⑈ 101⑈305⑈1⑈

3 Account For re-enrollment of 2 lots of phase 2

113.00

Product W59209

Use with W775 Double Window or W776 Single Window Envelope

Printed in Canada

311  
1241

**PUCCINI PROJECT MANAGEMENT INC.**  
103 NAUGHTON DR.  
RICHMOND HILL, ONTARIO L4C 8B3  
Tel: (416) 819-1650

RBC ROYAL BANK  
SHOPPES OF UNIONVILLE BRANCH  
4261 HIGHWAY #7 UNIT 10  
UNIONVILLE, ON L3R 1L5

DATE 02022011  
D D M M Y Y Y Y

PAY \*\*\*\*\*Twenty-One Thousand Nine Hundred Seventy-Eight and 00/100 \$ \*\*21,978.00

TO THE ORDER OF Tarion Warranty Corporation

PUCCINI PROJECT MANAGEMENT INC.

MEMO Enrollment Fees of 15 lots of phase 2

⑈001241⑈ ⑈08112⑈003⑈ 101⑈305⑈1⑈

**PUCCINI PROJECT MANAGEMENT INC.**  
Tarion Warranty Corporation

02/02/2011

1241  
1241  
19,449.56

GST on purchases (Input Tax Credit)  
HST on purchases \$ 2,528.44

PUCCINI PROJECT MANAGEMENT INC.

RB Account Enrollment Fees of 15 lots of phase 2

1241  
21,978.00

**PUCCINI PROJECT MANAGEMENT INC.**  
Tarion Warranty Corporation

02/02/2011

1241  
19,449.56

GST on purchases (Input Tax Credit)  
HST on purchases \$ 2,528.44

PUCCINI PROJECT MANAGEMENT INC.

B Account Enrollment Fees of 15 lots of phase 2

21,978.00

312

## ENROLMENT OF FREEHOLD HOME\*

Upon the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the Ontario New Home Warranties Plan Act.

Vendor/Builder Name: 2147681.ONTARIO INC. Vendor/Builder Reference Number: 40570.  
Builder Name (If different from vendor): SILVER STREAMS HOMES INC. Builder Reference Number: 34331.

### MUNICIPAL ADDRESS OF HOME TO BE ENROLLED

1 ROSSINI - DR. RICHMOND HILL  
NUMBER STREET CITY/TOWN POSTAL CODE

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

44. 1 1 1 RICHMOND HILL  
LOT PLAN BLOCK CONCESSION MUNICIPALITY (WHERE BUILDING PERMIT WAS ISSUED)

### DETAILS OF HOME TO BE ENROLLED

#### TYPE OF HOME

- ☐ Detached ☐ Duplex ☐ Quadruplex  
☐ Semi-detached ☐ Link ☐ Manufactured  
☐ Town-house ☐ Stacked town-house ☐ Other (specify):

- a. Will this home be built upon, or attached to any existing structure? ☐ YES ☒ NO  
b. Will this home be built on a parcel of land that is tied to a common elements condominium corporation? ☐ YES ☒ NO  
c. Will this home be built on a vacant land unit of a vacant land condominium corporation? ☐ YES ☒ NO  
If "Yes" to questions b or c, please give details in a separate sheet of paper.

#### CONTRACT HOME

Will this home be built on land currently owned by the purchaser? ☒ YES ☐ NO

#### PRIVATE SEWAGE DISPOSAL SYSTEM

Will this home have a private sewage disposal system? ☐ YES ☒ NO

If "YES", please specify lot size: \_\_\_\_\_ acres

Who will install (or contract the installation of) the private sewage disposal system? ☐ Vendor/Builder ☒ Purchaser

### ENROLMENT (Please refer to attached fee schedule to complete this section)

ESTIMATED CONTRACT/SALE PRICE

(GST excluded): HST

\$594,123.

PLEASE MAKE CHEQUE PAYABLE TO:  
TARION WARRANTY CORPORATION

ENROLMENT FEE:

\$1200.00.

GST AMOUNT:

\$156.00.

RST AMOUNT:

\$

TOTAL ENROLMENT FEE:

\$1,356.00/

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a Certificate of Completion and Possession (CCP) form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

Date: 2011/02/02 2147681-ONTARIO INC. [Signature]  
YEAR/MONTH/DAY PRINT VENDOR/BUILDER NAME VENDOR/BUILDER SIGNATURE  
SILVER STREAMS HOMES INC. [Signature]  
PRINT BUILDER NAME (IF DIFFERENT FROM VENDOR) BUILDER SIGNATURE (IF DIFFERENT FROM VENDOR)

All references to a vendor/builder in this form may refer to a vendor, a builder or a vendor/builder.  
\*To be completed by a vendor/builder building homes other than condominium units.

TARION Copy

NH-1125 - 08/REV04

313

## ENROLMENT OF FREEHOLD HOME\*

Upon the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the *Ontario New Home Warranties Plan Act*.

Vendor/Builder Name: 2147681-ONTARIO INC. Vendor/Builder Reference Number: 40570  
Builder Name (If different from vendor): SILVER STREAM HOMES INC. Builder Reference Number: 34331

### MUNICIPAL ADDRESS OF HOME TO BE ENROLLED

1 MERTON-ST RICHMOND-HILL  
NUMBER STREET CITY/TOWN POSTAL CODE

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

41 1 1 1 RICHMOND-HILL  
LOT PLAN BLOCK CONCESSION MUNICIPALITY (WHERE BUILDING PERMIT WAS ISSUED)

### DETAILS OF HOME TO BE ENROLLED

#### TYPE OF HOME

- ☒ Detached ☐ Duplex ☐ Quadruplex  
☐ Semi-detached ☐ Link ☐ Manufactured  
☐ Town-house ☐ Stacked town-house ☐ Other (specify):

- a. Will this home be built upon, or attached to any existing structure? ☐ YES ☒ NO  
b. Will this home be built on a parcel of land that is tied to a common elements condominium corporation? ☐ YES ☒ NO  
c. Will this home be built on a vacant land unit of a vacant land condominium corporation? ☐ YES ☒ NO  
If "Yes" to questions b or c, please give details in a separate sheet of paper.

#### CONTRACT HOME

Will this home be built on land currently owned by the purchaser? ☒ YES ☐ NO

#### PRIVATE SEWAGE DISPOSAL SYSTEM

Will this home have a private sewage disposal system? ☐ YES ☐ NO

If "YES", please specify lot size: \_\_\_\_\_ acres

Who will install (or contract the installation of) the private sewage disposal system? ☐ Vendor/Builder ☐ Purchaser

### ENROLMENT (Please refer to attached fee schedule to complete this section)

ESTIMATED CONTRACT/SALE PRICE (GST excluded):

\$503,986.65

PLEASE MAKE CHEQUE PAYABLE TO:  
TARION WARRANTY CORPORATION

ENROLMENT FEE:

HST  
GST AMOUNT:

RST AMOUNT:

TOTAL ENROLMENT FEE:

AMOUNT PAYABLE TO TARION

\$ 1200.00  
\$ 156.00  
\$  
\$ 1,356.00

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a *Certificate of Completion and Possession* (CCP) form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

Date: 2011/02/02 2147681-ONT INC. [Signature]  
YEAR/MONTH/DAY PRINT VENDOR/BUILDER NAME VENDOR/BUILDER SIGNATURE  
Silver Stream Homes Inc. [Signature]  
PRINT BUILDER NAME (IF DIFFERENT FROM VENDOR) BUILDER SIGNATURE (IF DIFFERENT FROM VENDOR)

All references to a vendor/builder in this form may refer to a vendor, a builder or a vendor/builder.  
\*To be completed by a vendor/builder building homes other than condominium units.

TARION Copy

NH-1125 - 03/REV04



Upon the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the Ontario New Home Warranties Plan Act.

**MUNICIPAL ADDRESS OF HOME TO BE ENROLLED**

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

### DETAILS OF HOME TO BE ENROLLED

a. Will this home be built upon,  
or attached to any existing structure? ☐ YES ☒ NO

b. Will this home be built on a parcel of land that is tied  
to a common elements condominium corporation? ☐ YES ☒ NO

c. Will this home be built on a vacant land unit  
of a vacant land condominium corporation? ☐ YES ☒ NO

If "Yes" to questions b or c, please give details in a separate sheet of paper.

|                      |                         |
|----------------------|-------------------------|
| ENROLMENT FEE:       | \$ 1200. <sup>00</sup>  |
| GST AMOUNT:          | \$ 156. <sup>00</sup>   |
| RST AMOUNT:          | \$                      |
| TOTAL ENROLMENT FEE: | \$ 1,356. <sup>00</sup> |

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## ENROLMENT OF FREEHOLD HOME\*

Upon the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the Ontario New Home Warranties Plan Act.

Vendor/Builder Name: 2147681. ONTARIO, INC. Vendor/Builder Reference Number: 40570  
Builder Name (if different from vendor): SILVER STREAM HOMES INC. Builder Reference Number: 34334

### MUNICIPAL ADDRESS OF HOME TO BE ENROLLED

1 MERION ST. RICHMOND HILL  
NUMBER STREET CITY/TOWN POSTAL CODE

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

37.1 1 1 1 RICHMOND HILL  
LOT PLAN BLOCK CONCESSION MUNICIPALITY (WHERE BUILDING PERMIT WAS ISSUED)

### DETAILS OF HOME TO BE ENROLLED

#### TYPE OF HOME

- ☒ Detached ☐ Duplex ☐ Quadruplex  
☐ Semi-detached ☐ Link ☐ Manufactured  
☐ Town-house ☐ Stacked town-house ☐ Other (specify):

- a. Will this home be built upon, or attached to any existing structure? ☐ YES ☒ NO  
b. Will this home be built on a parcel of land that is tied to a common elements condominium corporation? ☐ YES ☒ NO  
c. Will this home be built on a vacant land unit of a vacant land condominium corporation? ☐ YES ☒ NO  
If "Yes" to questions b or c, please give details in a separate sheet of paper.

#### CONTRACT HOME

Will this home be built on land currently owned by the purchaser? ☒ YES ☐ NO

#### PRIVATE SEWAGE DISPOSAL SYSTEM

Will this home have a private sewage disposal system? ☐ YES ☒ NO  
If "YES", please specify lot size: \_\_\_\_\_ acres

Who will install (or contract the installation of) the private sewage disposal system?  
☐ Vendor/Builder ☒ Purchaser

### ENROLMENT (Please refer to attached fee schedule to complete this section)

ESTIMATED CONTRACT/SALE PRICE (GST excluded): HST

\$503,986.65

PLEASE MAKE CHEQUE PAYABLE TO:  
TARION WARRANTY CORPORATION

ENROLMENT FEE:

HST  
GST AMOUNT:

RST AMOUNT:

TOTAL ENROLMENT FEE:

AMOUNT PAYABLE TO TARION

\$1200.00

\$156.00

\$

\$1,356.00

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a Certificate of Completion and Possession (CCP) form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

Date: 2011/02/02 2147681. ONTARIO INC. [Signature]  
YEAR/MONTH/DAY PRINT VENDOR/BUILDER NAME VENDOR/BUILDER SIGNATURE  
SILVER STREAM HOMES INC. [Signature]  
PRINT BUILDER NAME (IF DIFFERENT FROM VENDOR) BUILDER SIGNATURE (IF DIFFERENT FROM VENDOR)

All references to a vendor/builder in this form may refer to a vendor, a builder or a vendor/builder.  
\*To be completed by a vendor/builder building homes other than condominium units.

TARION Copy

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## ENROLMENT OF FREEHOLD HOME\*

Upon the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the Ontario New Home Warranties Plan Act.

Vendor/Builder Name: 2147681-ONTARIO INC. Vendor/Builder Reference Number: 40570.  
Builder Name (if different from vendor): SILVER STREAMS HOMES INC. Builder Reference Number: 34331.

### MUNICIPAL ADDRESS OF HOME TO BE ENROLLED

NUMBER: 1 STREET: PUCUNI DR. CITY/TOWN: RICHMOND HILL POSTAL CODE: L4E0K5

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

LOT: 39. PLAN: 1 BLOCK: 1 CONCESSION: 1 MUNICIPALITY (WHERE BUILDING PERMIT WAS ISSUED): RICHMOND HILL

### DETAILS OF HOME TO BE ENROLLED

#### TYPE OF HOME

- ☒ Detached ☐ Duplex ☐ Quadruplex  
☐ Semi-detached ☐ Link ☐ Manufactured  
☐ Town-house ☐ Stacked town-house ☐ Other (specify):

- a. Will this home be built upon, or attached to any existing structure? ☐ YES ☒ NO  
b. Will this home be built on a parcel of land that is tied to a common elements condominium corporation? ☐ YES ☒ NO  
c. Will this home be built on a vacant land unit of a vacant land condominium corporation? ☐ YES ☒ NO  
If "Yes" to questions b or c, please give details in a separate sheet of paper.

#### CONTRACT HOME

Will this home be built on land currently owned by the purchaser? ☒ YES ☐ NO

#### PRIVATE SEWAGE DISPOSAL SYSTEM

Will this home have a private sewage disposal system? ☐ YES ☒ NO  
If "YES", please specify lot size: \_\_\_\_\_ acres

Who will install (or contract the installation of) the private sewage disposal system?  
☐ Vendor/Builder ☒ Purchaser

### ENROLMENT (Please refer to attached fee schedule to complete this section)

ESTIMATED CONTRACT/SALE PRICE (GST excluded): HST

\$791,700

PLEASE MAKE CHEQUE PAYABLE TO:  
TARION WARRANTY CORPORATION

ENROLMENT FEE: HST

GST AMOUNT: \$182.00

RST AMOUNT: \$

TOTAL ENROLMENT FEE: \$1,582.12

#### AMOUNT PAYABLE TO TARION

\$1400.

\$182.00

\$

\$1,582.12

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a Certificate of Completion and Possession (CCP) form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

Date: 2011 02/02/02 2147681-ONTARIO INC.  
YEAR/MONTH/DAY PRINT VENDOR/BUILDER NAME

[Signature]  
VENDOR/BUILDER SIGNATURE

SILVER STREAMS HOMES INC.  
PRINT BUILDER NAME (IF DIFFERENT FROM VENDOR)

[Signature]  
BUILDER SIGNATURE (IF DIFFERENT FROM VENDOR)

All references to a vendor/builder in this form may refer to a vendor, a builder or a vendor/builder.  
\*To be completed by a vendor/builder building homes other than condominium units.

TARION Copy

NH-1125 - 08/REV04

## ENROLMENT OF FREEHOLD HOME\*

Upon the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the Ontario New Home Warranties Plan Act.

Vendor/Builder Name: 2147681- ONTARIO INC. Vendor/Builder Reference Number: 40570  
Builder Name (if different from vendor): SILVER STREAMS HOMES INC. Builder Reference Number: 34931

### MUNICIPAL ADDRESS OF HOME TO BE ENROLLED

1 MERRION ST. 1 RICHMOND HILL  
NUMBER STREET CITY/TOWN POSTAL CODE

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

42 1 1 1 1 RICHMOND HILL  
LOT PLAN BLOCK CONCESSION MUNICIPALITY (WHERE BUILDING PERMIT WAS ISSUED)

### DETAILS OF HOME TO BE ENROLLED

#### TYPE OF HOME

- ☒ Detached ☐ Duplex ☐ Quadruplex  
☐ Semi-detached ☐ Link ☐ Manufactured  
☐ Town-house ☐ Stacked town-house ☐ Other (specify):

- a. Will this home be built upon, or attached to any existing structure? ☐ YES ☒ NO  
b. Will this home be built on a parcel of land that is tied to a common elements condominium corporation? ☐ YES ☒ NO  
c. Will this home be built on a vacant land unit of a vacant land condominium corporation? ☐ YES ☒ NO  
If "Yes" to questions b or c, please give details in a separate sheet of paper.

#### CONTRACT HOME

Will this home be built on land currently owned by the purchaser? ☒ YES ☐ NO

#### PRIVATE SEWAGE DISPOSAL SYSTEM

Will this home have a private sewage disposal system? ☐ YES ☒ NO

If "YES", please specify lot size: \_\_\_\_\_ acres

Who will install (or contract the installation of) the private sewage disposal system?  
☐ Vendor/Builder  
☐ Purchaser

### ENROLMENT (Please refer to attached fee schedule to complete this section)

ESTIMATED CONTRACT/SALE PRICE (GST excluded):

\$508,950.00

PLEASE MAKE CHEQUE PAYABLE TO:  
TARION WARRANTY CORPORATION

ENROLMENT FEE:

\$1,150.00

GST AMOUNT:

\$149.50

RST AMOUNT:

\$

TOTAL ENROLMENT FEE:

\$1,299.50

AMOUNT PAYABLE TO TARION

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a Certificate of Completion and Possession (CCP) form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

Date: 2011/02/02 2147681- ONT INC  
YEAR/MONTH/DAY PRINT VENDOR/BUILDER NAME

Tom Tuck  
VENDOR/BUILDER SIGNATURE

Silver Streams Homes Inc.  
PRINT BUILDER NAME (IF DIFFERENT FROM VENDOR)

Tom Tuck  
BUILDER SIGNATURE (IF DIFFERENT FROM VENDOR)

All references to a vendor/builder in this form may refer to a vendor, a builder or a vendor/builder.  
\*To be completed by a vendor/builder building homes other than condominium units.

TARION Copy

NH-1125 - 08/REV.04

## ENROLMENT OF FREEHOLD HOME

Upon the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the Ontario New Home Warranties Plan Act.

Vendor/Builder Name: 2147681. ONTARIO INC. Vendor/Builder Reference Number: 40570  
Builder Name (if different from vendor): SILVER STREAMS HOMES INC. Builder Reference Number: 34331

### MUNICIPAL ADDRESS OF HOME TO BE ENROLLED

NUMBER 1 STREET ROSSINI DR. CITY/TOWN RICHMOND HILL POSTAL CODE \_\_\_\_\_

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

LOT 43 PLAN 1 BLOCK 1 CONCESSION 1 MUNICIPALITY (WHERE BUILDING PERMIT WAS ISSUED) RICHMOND HILL

### DETAILS OF HOME TO BE ENROLLED

#### TYPE OF HOME

- ☒ Detached ☐ Duplex ☐ Quadruplex  
☐ Semi-detached ☐ Link ☐ Manufactured  
☐ Town-house ☐ Stacked town-house ☐ Other (specify): \_\_\_\_\_

- a. Will this home be built upon, or attached to any existing structure? ☐ YES ☒ NO  
b. Will this home be built on a parcel of land that is tied to a common elements condominium corporation? ☐ YES ☒ NO  
c. Will this home be built on a vacant land unit of a vacant land condominium corporation? ☐ YES ☒ NO  
If "Yes" to questions b or c, please give details in a separate sheet of paper.

#### CONTRACT HOME

Will this home be built on land currently owned by the purchaser? ☒ YES ☐ NO

#### PRIVATE SEWAGE DISPOSAL SYSTEM

Will this home have a private sewage disposal system? ☐ YES ☒ NO  
If "YES", please specify lot size: \_\_\_\_\_ acres

Who will install (or contract the installation of) the private sewage disposal system?  
☐ Vendor/Builder ☒ Purchaser

### ENROLMENT (Please refer to attached fee schedule to complete this section)

ESTIMATED CONTRACT/SALE PRICE (GST excluded):

\$776,475.00

PLEASE MAKE CHEQUE PAYABLE TO:  
TARION WARRANTY CORPORATION

ENROLMENT FEE:

AMOUNT PAYABLE TO TARION

\$1,400.00

GST AMOUNT:

\$182.00

RST AMOUNT:

\$

TOTAL ENROLMENT FEE:

\$1,582.00

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a Certificate of Completion and Possession (CCP) form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

Date: 2011/02/02 2147681. ONTARIO INC. PRINT VENDOR/BUILDER NAME  
YEAR/MONTH/DAY  
SILVER STREAMS HOMES INC. PRINT BUILDER NAME (IF DIFFERENT FROM VENDOR)  
VENDOR/BUILDER SIGNATURE  
BUILDER SIGNATURE (IF DIFFERENT FROM VENDOR)

All references to a vendor/builder in this form may refer to a vendor, a builder or a vendor/builder.  
\*To be completed by a vendor/builder building homes other than condominium units.

TARION Copy

NH-1125 - 08/REV.04

## ENROLMENT OF FREEHOLD HOME\*

Upon the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the Ontario New Home Warranties Plan Act.

Vendor/Builder Name: 2147681 ONTARIO INC. Vendor/Builder Reference Number: 40570.  
Builder Name (if different from vendor): SILVER STREAMS HOMES INC. Builder Reference Number: 34331.

### MUNICIPAL ADDRESS OF HOME TO BE ENROLLED

NUMBER 1 STREET ROSSINI DR. CITY/TOWN RICHMOND HILL POSTAL CODE L4E0R5

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

LOT 63 PLAN 1 BLOCK 1 CONCESSION 1 MUNICIPALITY (WHERE BUILDING PERMIT WAS ISSUED) RICHMOND HILL

### DETAILS OF HOME TO BE ENROLLED

#### TYPE OF HOME

- ☒ Detached ☐ Duplex ☐ Quadruplex  
☐ Semi-detached ☐ Link ☐ Manufactured  
☐ Town-house ☐ Stacked town-house ☐ Other (specify):

- a. Will this home be built upon, or attached to any existing structure? ☐ YES ☒ NO  
b. Will this home be built on a parcel of land that is tied to a common elements condominium corporation? ☐ YES ☒ NO  
c. Will this home be built on a vacant land unit of a vacant land condominium corporation? ☐ YES ☒ NO  
If "Yes" to questions b or c, please give details in a separate sheet of paper.

#### CONTRACT HOME

Will this home be built on land currently owned by the purchaser? ☒ YES ☐ NO

#### PRIVATE SEWAGE DISPOSAL SYSTEM

Will this home have a private sewage disposal system? ☐ YES ☒ NO  
If "YES", please specify lot size: \_\_\_\_\_ acres

Who will install (or contract the installation of) the private sewage disposal system? ☐ Vendor/Builder ☐ Purchaser

### ENROLMENT (Please refer to attached fee schedule to complete this section)

ESTIMATED CONTRACT/SALE PRICE (GST excluded):

\$660,155.12

PLEASE MAKE CHEQUE PAYABLE TO:  
TARION WARRANTY CORPORATION

ENROLMENT FEE:

HST  
GST AMOUNT:

RST AMOUNT:

TOTAL ENROLMENT FEE:

AMOUNT PAYABLE TO TARION

\$1300  
\$169.  
\$  
\$1,469.00

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a Certificate of Completion and Possession (CCP) form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

Date: 2001/02/02 2147681-ONTARIO INC.  
YEAR/MONTH/DAY PRINT VENDOR/BUILDER NAME

VENDOR/BUILDER SIGNATURE

SILVER STREAMS HOMES INC.  
PRINT BUILDER NAME (IF DIFFERENT FROM VENDOR)

BUILDER SIGNATURE (IF DIFFERENT FROM VENDOR)

All references to a vendor/builder in this form may refer to a vendor, a builder or a vendor/builder.  
\*To be completed by a vendor/builder building homes other than condominium units.

TARION Copy

NH-1125 - 08/REV04

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## ENROLMENT OF FREEHOLD HOME\*

Upon the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the Ontario New Home Warranties Plan Act.

Vendor/Builder Name: 2147681-ONTARIO INC. Vendor/Builder Reference Number: 40570  
Builder Name (if different from vendor): SILVER STREAM HOMES INC. Builder Reference Number: 34331

### MUNICIPAL ADDRESS OF HOME TO BE ENROLLED

NUMBER 1 STREET ROSSINI DR. CITY/TOWN RICHMOND HILL POSTAL CODE L4B 0R5

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

LOT 33 PLAN 1 BLOCK 1 CONCESSION 1 MUNICIPALITY RICHMOND HILL  
(WHERE BUILDING PERMIT WAS ISSUED)

### DETAILS OF HOME TO BE ENROLLED

#### TYPE OF HOME

- ☒ Detached ☐ Duplex ☐ Quadruplex  
☐ Semi-detached ☐ Link ☐ Manufactured  
☐ Town-house ☐ Stacked town-house ☐ Other (specify):

- a. Will this home be built upon, or attached to any existing structure? ☐ YES ☒ NO  
b. Will this home be built on a parcel of land that is tied to a common elements condominium corporation? ☐ YES ☒ NO  
c. Will this home be built on a vacant land unit of a vacant land condominium corporation? ☐ YES ☒ NO  
If "Yes" to questions b or c, please give details in a separate sheet of paper.

#### CONTRACT HOME

Will this home be built on land currently owned by the purchaser? ☒ YES ☐ NO

#### PRIVATE SEWAGE DISPOSAL SYSTEM

Will this home have a private sewage disposal system? ☐ YES ☒ NO  
If "YES", please specify lot size: \_\_\_\_\_ acres

Who will install (or contract the installation of) the private sewage disposal system? ☐ Vendor/Builder ☒ Purchaser

### ENROLMENT (Please refer to attached fee schedule to complete this section)

ESTIMATED CONTRACT/SALE PRICE (GST excluded):

\$ 610,755

PLEASE MAKE CHEQUE PAYABLE TO:  
TARION WARRANTY CORPORATION

ENROLMENT FEE:

HST  
GST AMOUNT:

RST AMOUNT:

TOTAL ENROLMENT FEE:

AMOUNT PAYABLE TO TARION

\$ 1300

\$ 169.00

\$

\$ 1469.00

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a *Certificate of Completion and Possession* (CCP) form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

Date: 2014/02/02 2147681-ONTARIO INC. YEAR/MONTH/DAY PRINT VENDOR/BUILDER NAME  
VENDOR/BUILDER SIGNATURE  
SILVER STREAM HOMES INC. PRINT BUILDER NAME (IF DIFFERENT FROM VENDOR)  
BUILDER SIGNATURE (IF DIFFERENT FROM VENDOR)

All references to a vendor/builder in this form may refer to a vendor, a builder or a vendor/builder.  
\*To be completed by a vendor/builder building homes other than condominium units.

TARION Copy

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## ENROLMENT OF FREEHOLD HOME\*

Upon the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the Ontario New Home Warranties Plan Act.

Vendor/Builder Name: 2148990 ONTARIO INC. Vendor/Builder Reference Number: 40568  
Builder Name (If different from vendor): SILVER STREAMS HOMES INC. Builder Reference Number: 34331

### MUNICIPAL ADDRESS OF HOME TO BE ENROLLED

1 Puccini Dr. RICHMOND HILL  
NUMBER STREET CITY/TOWN POSTAL CODE

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

25 1 1 1 RICHMOND HILL  
LOT PLAN BLOCK CONCESSION MUNICIPALITY (WHERE BUILDING PERMIT WAS ISSUED)

### DETAILS OF HOME TO BE ENROLLED

#### TYPE OF HOME

- ☒ Detached ☐ Duplex ☐ Quadruplex  
☐ Semi-detached ☐ Link ☐ Manufactured  
☐ Town-house ☐ Stacked town-house ☐ Other (specify):

- a. Will this home be built upon, or attached to any existing structure? ☐ YES ☒ NO  
b. Will this home be built on a parcel of land that is tied to a common elements condominium corporation? ☐ YES ☒ NO  
c. Will this home be built on a vacant land unit of a vacant land condominium corporation? ☐ YES ☒ NO  
If "Yes" to questions b or c, please give details in a separate sheet of paper.

#### CONTRACT HOME

Will this home be built on land currently owned by the purchaser? ☒ YES ☐ NO

#### PRIVATE SEWAGE DISPOSAL SYSTEM

Will this home have a private sewage disposal system? ☐ YES ☒ NO

If "YES", please specify lot size: \_\_\_\_\_ acres

Who will install (or contract the installation of) the private sewage disposal system?  
☐ Vendor/Builder  
☐ Purchaser

### ENROLMENT (Please refer to attached fee schedule to complete this section)

ESTIMATED CONTRACT/SALE PRICE (GST excluded): HST

\$755,160.11

PLEASE MAKE CHEQUE PAYABLE TO:  
TARION WARRANTY CORPORATION

ENROLMENT FEE:

GST AMOUNT:

RST AMOUNT:

TOTAL ENROLMENT FEE:

AMOUNT PAYABLE TO TARION

\$1400.00

\$182.00

\$

\$1,582.00

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a Certificate of Completion and Possession (CCP) form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

Date: 2011/02/02 2148990 ONTARIO INC.  
YEAR/MONTH/DAY PRINT VENDOR/BUILDER NAME

[Signature]  
VENDOR/BUILDER SIGNATURE

SILVER STREAMS HOMES INC.  
PRINT BUILDER NAME (IF DIFFERENT FROM VENDOR)

[Signature]  
BUILDER SIGNATURE (IF DIFFERENT FROM VENDOR)

All references to a vendor/builder in this form may refer to a vendor, a builder, or a vendor/builder.  
\*To be completed by a vendor/builder building homes other than condominium units.

TARION Copy

NH-1125 - 08/REV.04

## ENROLMENT OF FREEHOLD HOME\*

Upon the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the *Ontario New Home Warranties Plan Act*.

|                      |                        |                                  |        |
|----------------------|------------------------|----------------------------------|--------|
| Vendor/Builder Name: | 2148993.. ONTARIO INC. | Vendor/Builder Reference Number: | 40569. |
|----------------------|------------------------|----------------------------------|--------|

|                                             |                           |                              |       |
|---------------------------------------------|---------------------------|------------------------------|-------|
| Builder Name<br>(if different from vendor): | SILVER STREAMS HOMES INC. | Builder Reference<br>Number: | 34331 |
|---------------------------------------------|---------------------------|------------------------------|-------|

**MUNICIPAL ADDRESS OF HOME TO BE ENROLLED**

|        |               |                |             |
|--------|---------------|----------------|-------------|
| NUMBER | STREET        | CITY/TOWN      | POSTAL CODE |
| 1      | Puccini - Dr. | Richmond Hill. |             |

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

|     |      |       |            |   |   |                                                    |
|-----|------|-------|------------|---|---|----------------------------------------------------|
| 1   | /    | /     | /          | / | 1 | Richtmans-Hill                                     |
| LOT | PLAN | BLOCK | CONCESSION |   |   | MUNICIPALITY<br>(WHERE BUILDING PERMIT WAS ISSUED) |

### DETAILS OF HOME TO BE ENROLLED

## TYPE OF HOME

- ☒ Detached      ☐ Duplex      ☐ Quadruplex  
☐ Semi-detached      ☐ Link      ☐ Manufactured  
☐ Town-house      ☐ Stacked town-house      ☐ Other (specify):

- a. Will this home be built upon,  
or attached to any existing structure? ☐ YES ☒ NO
- b. Will this home be built on a parcel of land that is tied  
to a common elements condominium corporation? ☐ YES ☒ NO
- c. Will this home be built on a vacant land unit  
of a vacant land condominium corporation? ☐ YES ☒ NO
- If "Yes" to questions b or c, please give details in a separate sheet of paper.

CONTRACT HOME

Will this home be built on land currently owned by the purchaser? ☒ YES ☐ NO

### PRIVATE SEWAGE DISPOSAL SYSTEM

Will this home have a private sewage disposal system? ☐ YES ☐ NO

If "YES", please specify lot size:

Who will install (or contract the installation of) the private sewage disposal system?

☐ Vendor/Builder  
☐ Purchaser

**ENROLMENT** (Please refer to attached fee schedule to complete this section)

ESTIMATED CONTRACT/SALE PRICE  
(GST excluded):

\$730,800.

PLEASE MAKE CHEQUE PAYABLE TO:  
TARION WARRANTY CORPORATION

**ENROLMENT FEE:**

GST AMOUNT:

RST AMOUNT:

TOTAL ENROLMENT FEE:

AMOUNT PAYABLE TO TARION

\$ 1,350.00

\$ 175.50.

\$

\$ 1,525.50.

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a *Certificate of Completion and Possession (CCP)* form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

Date: 2011/02/02 2148993.DNT 1 PC  
YEAR/MONTH/DAY PRINT VENDOR/BUILDER NAME

**VENDOR/BUILDER SIGNATURE**

SWEET STREAMS HOMELINE  
PRINT BUILDER NAME (IF DIFFERENT FROM VENDOR)

BUILDER SIGNATURE (IF DIFFERENT FROM VENDOR)

\*To be completed by a vendor/builder building homes other than condominium units.

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Customer Centre  
5150 Yonge Street, Concourse Level  
Toronto, ON M2N 6L8  
Toll Free Tel: 1-877-982-7466  
www.tarion.com

## ENROLMENT OF FREEHOLD HOME\*

Upon the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the *Ontario New Home Warranties Plan Act*.

Vendor/Builder Name: Silver Streams Homes Inc. Vendor/Builder Reference Number: 34331  
Builder Name (If different from vendor): Silver Streams Homes Inc. Builder Reference Number: 34331

### MUNICIPAL ADDRESS OF HOME TO BE ENROLLED

NUMBER 1 STREET PURCELLI DRIVE CITY/TOWN RICHMOND HILL POSTAL CODE

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

LOT 26 PLAN  BLOCK  CONCESSION  MUNICIPALITY (WHERE BUILDING PERMIT WAS ISSUED) RICHMOND HILL

### DETAILS OF HOME TO BE ENROLLED

#### TYPE OF HOME

- ☒ Detached ☐ Duplex ☐ Quadruplex  
☐ Semi-detached ☐ Link ☐ Manufactured  
☐ Town-house ☐ Stacked town-house ☐ Other (specify):

a. Will this home be built upon, or attached to any existing structure? ☐ YES ☒ NO

b. Will this home be built on a parcel of land that is tied to a common elements condominium corporation? ☐ YES ☒ NO

c. Will this home be built on a vacant land unit of a vacant land condominium corporation? ☐ YES ☒ NO

If "Yes" to questions b or c, please give details in a separate sheet of paper.

#### CONTRACT HOME

Will this home be built on land currently owned by the purchaser? ☒ YES ☐ NO

#### PRIVATE SEWAGE DISPOSAL SYSTEM

Will this home have a private sewage disposal system? ☐ YES ☐ NO

If "YES", please specify lot size:  acres

Who will install (or contract the installation of) the private sewage disposal system? ☐ Vendor/Builder ☐ Purchaser

### ENROLMENT (Please refer to attached fee schedule to complete this section)

ESTIMATED CONTRACT/SALE PRICE (GST excluded):

\$780,000

PLEASE MAKE CHEQUE PAYABLE TO:  
TARION WARRANTY CORPORATION

ENROLMENT FEE:

\$7400.00

GST AMOUNT:

\$70.08

RST AMOUNT:

\$162.00

TOTAL ENROLMENT FEE:

\$8,587.00

AMOUNT PAYABLE TO TARION

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a *Certificate of Completion and Possession* (CCP) form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

08/12/04 SILVER STREAMS HOMES INC.

YEAR/MONTH/DAY

PRINT VENDOR/BUILDER NAME

VENDOR/BUILDER SIGNATURE

324



Customer Centre  
5150 Yonge Street, Concourse Level  
Toronto, ON M2N 6L8  
Toll Free Tel: 1-877-982-7466  
www.tarion.com

## ENROLMENT OF FREEHOLD HOME\*

Upon the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the *Ontario New Home Warranties Plan Act*.

|                                             |                                  |                                  |              |
|---------------------------------------------|----------------------------------|----------------------------------|--------------|
| Vendor/Builder Name:                        | <u>Silver Streams Homes Inc.</u> | Vendor/Builder Reference Number: | <u>34331</u> |
| Builder Name<br>(if different from vendor): | <u>Silver Streams Homes Inc.</u> | Builder Reference Number:        | <u>34331</u> |

### MUNICIPAL ADDRESS OF HOME TO BE ENROLLED

|        |                        |                      |             |
|--------|------------------------|----------------------|-------------|
| NUMBER | STREET                 | CITY/TOWN            | POSTAL CODE |
|        | <u>1 Puccini Drive</u> | <u>Richmond Hill</u> |             |

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

|           |          |          |            |                                                    |
|-----------|----------|----------|------------|----------------------------------------------------|
| LOT       | PLAN     | BLOCK    | CONCESSION | MUNICIPALITY<br>(WHERE BUILDING PERMIT WAS ISSUED) |
| <u>27</u> | <u>/</u> | <u>/</u> | <u>/</u>   | <u>Richmond Hill</u>                               |

### DETAILS OF HOME TO BE ENROLLED

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                                                                                                                                                                                                                                                                                                                                                                           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>TYPE OF HOME</b><br><input checked="" type="checkbox"/> Detached <input type="checkbox"/> Duplex <input type="checkbox"/> Quadruplex<br><input type="checkbox"/> Semi-detached <input type="checkbox"/> Link <input type="checkbox"/> Manufactured<br><input type="checkbox"/> Town-house <input type="checkbox"/> Stacked town-house <input type="checkbox"/> Other (specify):                                                                                                                                                                                             |  | <b>CONTRACT HOME</b><br>Will this home be built on land currently owned by the purchaser? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO                                                                                                                                                                                                                             |
| a. Will this home be built upon, or attached to any existing structure? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO<br>b. Will this home be built on a parcel of land that is tied a common elements condominium corporation? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO<br>c. Will this home be built on a vacant land unit of a vacant land condominium corporation? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO<br>If "Yes" to questions b or c, please give details in a separate sheet of paper. |  | <b>PRIVATE SEWAGE DISPOSAL SYSTEM</b><br>Will this home have a private sewage disposal system? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO<br>If "YES", please specify lot size: _____ acres<br>Who will install (or contract the installation of) the private sewage disposal system? <input type="checkbox"/> Vendor/Builder <input type="checkbox"/> Purchaser |

### ENROLMENT (Please refer to attached fee schedule to complete this section)

ESTIMATED CONTRACT/SALE PRICE  
(GST excluded):

\$ 7,400,000

PLEASE MAKE CHEQUE PAYABLE TO:  
TARION WARRANTY CORPORATION

ENROLMENT FEE:

\$ 7400.00

GST AMOUNT:

\$ 740.00

RST AMOUNT:

\$ 112.00

TOTAL ENROLMENT FEE:

\$ 8,252.00

AMOUNT PAYABLE TO TARION

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a *Certificate of Completion and Possession (CCP)* form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

|                        |                                 |                          |
|------------------------|---------------------------------|--------------------------|
| date <u>2006/12/04</u> | <u>SILVER STREAMS HOMES INC</u> | <u>[Signature]</u>       |
| YEAR/MONTH/DAY         | PRINT VENDOR/BUILDER NAME       | VENDOR/BUILDER SIGNATURE |

PRINT BUILDER NAME (IF DIFFERENT FROM VENDOR)

BUILDER SIGNATURE (IF DIFFERENT FROM VENDOR)

325

## ENROLMENT OF FREEHOLD HOME\*

Upon the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the Ontario New Home Warranties Plan Act.

Vendor/Builder Name: 2148990 ONTARIO INC. Vendor/Builder Reference Number: 40568.  
Builder Name (if different from vendor): SILVER STREAMS HOMES INC. Builder Reference Number: 34331.

### MUNICIPAL ADDRESS OF HOME TO BE ENROLLED

NUMBER 1 STREET PURCELL DR. CITY/TOWN RICHMOND HILL POSTAL CODE

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

LOT 24. PLAN 1 BLOCK 1 CONCESSION 1 MUNICIPALITY (WHERE BUILDING PERMIT WAS ISSUED) RICHMOND HILL

### DETAILS OF HOME TO BE ENROLLED

#### TYPE OF HOME

- ☒ Detached ☐ Duplex ☐ Quadruplex  
☐ Semi-detached ☐ Link ☐ Manufactured  
☐ Town-house ☐ Stacked town-house ☐ Other (specify):

- a. Will this home be built upon, or attached to any existing structure? ☐ YES ☒ NO  
b. Will this home be built on a parcel of land that is tied to a common elements condominium corporation? ☐ YES ☒ NO  
c. Will this home be built on a vacant land unit of a vacant land condominium corporation? ☐ YES ☒ NO  
If "Yes" to questions b or c, please give details in a separate sheet of paper.

#### CONTRACT HOME

Will this home be built on land currently owned by the purchaser? ☒ YES ☐ NO

#### PRIVATE SEWAGE DISPOSAL SYSTEM

Will this home have a private sewage disposal system? ☐ YES ☐ NO

If "YES", please specify lot size: \_\_\_\_\_ acres

Who will install (or contract the installation of) the private sewage disposal system? ☐ Vendor/Builder ☐ Purchaser

### ENROLMENT (Please refer to attached fee schedule to complete this section)

ESTIMATED CONTRACT/SALE PRICE (GST-excluded): HST

\$730,800

PLEASE MAKE CHEQUE PAYABLE TO:  
TARION WARRANTY CORPORATION

ENROLMENT FEE:

\$1,350.00

GST AMOUNT:

\$175.50

RST AMOUNT:

\$

TOTAL ENROLMENT FEE:

\$1,525.50

AMOUNT PAYABLE TO TARION

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a Certificate of Completion and Possession (CCP) form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

Date: 20/02/02 2148990 ONT INC.  
YEAR/MONTH/DAY PRINT VENDOR/BUILDER NAME

VENDOR/BUILDER SIGNATURE

SILVER STREAMS HOMES INC.  
PRINT BUILDER NAME (IF DIFFERENT FROM VENDOR)

BUILDER SIGNATURE (IF DIFFERENT FROM VENDOR)

All references to a vendor/builder in this form may refer to a vendor, a builder or a vendor/builder.  
\*To be completed by a vendor/builder building homes other than condominium units.

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## ENROLMENT OF FREEHOLD HOME\*

Upon the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the *Ontario New Home Warranties Plan Act*.

Vendor/Builder Name: 2147650-ONTARIO INC. Vendor/Builder Reference Number: 40559  
Builder Name (If different from vendor): SILVER STREAMS HOMES INC. Builder Reference Number: 34331

### MUNICIPAL ADDRESS OF HOME TO BE ENROLLED

1 POCUNT DR. RICHMOND HILL  
NUMBER STREET CITY/TOWN POSTAL CODE

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

53 1 1 1 RICHMOND HILL  
LOT PLAN BLOCK CONCESSION MUNICIPALITY (WHERE BUILDING PERMIT WAS ISSUED)

### DETAILS OF HOME TO BE ENROLLED

#### TYPE OF HOME

- ☒ Detached ☐ Duplex ☐ Quadruplex  
☐ Semi-detached ☐ Link ☐ Manufactured  
☐ Town-house ☐ Stacked town-house ☐ Other (specify):

- a. Will this home be built upon, or attached to any existing structure? ☐ YES ☒ NO  
b. Will this home be built on a parcel of land that is tied to a common elements condominium corporation? ☐ YES ☒ NO  
c. Will this home be built on a vacant land unit of a vacant land condominium corporation? ☐ YES ☒ NO  
If "Yes" to questions b or c, please give details in a separate sheet of paper.

#### CONTRACT HOME

Will this home be built on land currently owned by the purchaser? ☒ YES ☐ NO

#### PRIVATE SEWAGE DISPOSAL SYSTEM

Will this home have a private sewage disposal system? ☐ YES ☐ NO

If "YES", please specify lot size: \_\_\_\_\_ acres

Who will install (or contract the installation of) the private sewage disposal system? ☐ Vendor/Builder ☐ Purchaser

### ENROLMENT (Please refer to attached fee schedule to complete this section)

ESTIMATED CONTRACT/SALE PRICE (GST excluded): HST

\$791,700

PLEASE MAKE CHEQUE PAYABLE TO:  
TARION WARRANTY CORPORATION

ENROLMENT FEE:

HST  
GST AMOUNT:

RST AMOUNT:

TOTAL ENROLMENT FEE:

AMOUNT PAYABLE TO TARION

\$1,400  
\$182.00  
\$  
\$1,582.00

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a *Certificate of Completion and Possession* (CCP) form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

Date: 2011/02/02 2147650-ONT INC. [Signature]  
YEAR/MONTH/DAY PRINT VENDOR/BUILDER NAME VENDOR/BUILDER SIGNATURE  
SILVER STREAMS HOMES INC. [Signature]  
PRINT BUILDER NAME (IF DIFFERENT FROM VENDOR) BUILDER SIGNATURE (IF DIFFERENT FROM VENDOR)

All references to a vendor/builder in this form may refer to a vendor, a builder or a vendor/builder.  
\*To be completed by a vendor/builder building homes other than condominium units.

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## ENROLMENT OF FREEHOLD HOME\*

Upon the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the Ontario New Home Warranties Plan Act.

Vendor/Builder Name: 2147650 ONTARIO INC. Vendor/Builder Reference Number: 40559  
Builder Name (if different from vendor): SILVER STREAMS HOMES INC. Builder Reference Number: 34331

### MUNICIPAL ADDRESS OF HOME TO BE ENROLLED

71. / ROSSINI - DR. RICHMOND HILL  
NUMBER STREET CITY/TOWN POSTAL CODE

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

51. / / / RICHMOND HILL  
LOT PLAN BLOCK CONCESSION MUNICIPALITY (WHERE BUILDING PERMIT WAS ISSUED)

### DETAILS OF HOME TO BE ENROLLED

#### TYPE OF HOME

- ☒ Detached ☐ Duplex ☐ Quadruplex  
☐ Semi-detached ☐ Link ☐ Manufactured  
☐ Town-house ☐ Stacked town-house ☐ Other (specify):

- a. Will this home be built upon, or attached to any existing structure? ☐ YES ☒ NO  
b. Will this home be built on a parcel of land that is tied to a common elements condominium corporation? ☐ YES ☒ NO  
c. Will this home be built on a vacant land unit of a vacant land condominium corporation? ☐ YES ☒ NO  
If "Yes" to questions b or c, please give details in a separate sheet of paper.

#### CONTRACT HOME

Will this home be built on land currently owned by the purchaser? ☒ YES ☐ NO

#### PRIVATE SEWAGE DISPOSAL SYSTEM

Will this home have a private sewage disposal system? ☐ YES ☒ NO

If "YES", please specify lot size: \_\_\_\_\_ acres

Who will install (or contract the installation of) the private sewage disposal system? ☐ Vendor/Builder ☒ Purchaser

### ENROLMENT (Please refer to attached fee schedule to complete this section)

ESTIMATED CONTRACT/SALE PRICE (GST excluded):

\$537,251.97

PLEASE MAKE CHEQUE PAYABLE TO:  
TARION WARRANTY CORPORATION

ENROLMENT FEE:

\$1200.00

GST AMOUNT:

\$156.00

RST AMOUNT:

\$

TOTAL ENROLMENT FEE:

\$1,356.00

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a Certificate of Completion and Possession (CCP) form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

Date: 2011/02/02 2147650-ONTARIO INC.  
YEAR/MONTH/DAY PRINT VENDOR/BUILDER NAME

[Signature]  
VENDOR/BUILDER SIGNATURE

SILVER STREAMS HOMES INC.  
PRINT BUILDER NAME (IF DIFFERENT FROM VENDOR)

[Signature]  
BUILDER SIGNATURE (IF DIFFERENT FROM VENDOR)

All references to a vendor/builder in this form may refer to a vendor, a builder or a vendor/builder.  
\*To be completed by a vendor/builder building homes other than condominium units.

TARION Copy

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Customer Centre  
5150 Yonge Street, Concourse Level  
Toronto, ON M2N 6L8  
Toll Free Tel: 1-877-982-7466  
www.tarion.com

## ENROLMENT OF FREEHOLD HOME\*

On the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the Ontario New Home Warranties Plan Act.

Vendor/Builder Name: Silver Streams Homes Inc. Vendor/Builder Reference Number: 34331  
Builder Name (if different from vendor): Silver Streams Homes Inc. Builder Reference Number: 34331

### MUNICIPAL ADDRESS OF HOME TO BE ENROLLED

1 Purcumb Drive Richmond Hill  
NUMBER STREET CITY/TOWN POSTAL CODE

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

B1.1 1 1 1 Richmond Hill  
LOT PLAN BLOCK CONCESSION MUNICIPALITY  
(WHERE BUILDING PERMIT WAS ISSUED)

### DETAILS OF HOME TO BE ENROLLED

#### TYPE OF HOME

- ☒ Detached ☐ Duplex ☐ Quadruplex  
☐ Semi-detached ☐ Link ☐ Manufactured  
☐ Town-house ☐ Stacked town-house ☐ Other (specify):

Will this home be built upon, or attached to any existing structure? ☐ YES ☒ NO

Will this home be built on a parcel of land that is tied a common elements condominium corporation? ☐ YES ☒ NO

c. Will this home be built on a vacant land unit of a vacant land condominium corporation? ☐ YES ☒ NO

If "Yes" to questions b or c, please give details in a separate sheet of paper.

#### CONTRACT HOME

Will this home be built on land currently owned by the purchaser? ☒ YES ☐ NO

#### PRIVATE SEWAGE DISPOSAL SYSTEM

Will this home have a private sewage disposal system? ☐ YES ☒ NO

If "YES", please specify lot size: \_\_\_\_\_ acres

Who will install (or contract the installation of) the private sewage disposal system? ☐ Vendor/Builder ☒ Purchaser

### ENROLMENT (Please refer to attached fee schedule to complete this section)

ESTIMATED CONTRACT/SALE PRICE (GST excluded):

\$780,000

PLEASE MAKE CHEQUE PAYABLE TO:  
TARION WARRANTY CORPORATION

ENROLMENT FEE:

\$1400.00

GST AMOUNT:

\$70.00

RST AMOUNT:

\$12.00

TOTAL ENROLMENT FEE:

\$1482.00

AMOUNT PAYABLE TO TARION

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a Certificate of Completion and Possession (CCP) form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

Date: 08/12/04  
YEAR/MONTH/DAY

Silver Streams Homes Inc.  
PRINT VENDOR/BUILDER NAME

[Signature]  
VENDOR/BUILDER SIGNATURE

329



Customer Centre  
5150 Yonge Street, Concourse Level  
Toronto, ON M2N 6L8  
Toll Free Tel: 1-877-982-7466  
www.tarion.com

# ENROLMENT OF FREEHOLD HOME\*

Upon the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the Ontario New Home Warranties Plan Act.

|                                             |                                  |                                  |              |
|---------------------------------------------|----------------------------------|----------------------------------|--------------|
| Vendor/Builder Name:                        | <u>Silver Streams Homes Inc.</u> | Vendor/Builder Reference Number: | <u>34331</u> |
| Builder Name<br>(if different from vendor): | <u>Silver Streams Homes Inc.</u> | Builder Reference Number:        | <u>34331</u> |

## MUNICIPAL ADDRESS OF HOME TO BE ENROLLED

|                            |        |                      |             |
|----------------------------|--------|----------------------|-------------|
| <u>1 PISCANVILLE DRIVE</u> |        | <u>Richmond Hill</u> |             |
| NUMBER                     | STREET | CITY/TOWN            | POSTAL CODE |

## LEGAL DESCRIPTION OF HOME TO BE ENROLLED

|           |          |          |            |                                                    |
|-----------|----------|----------|------------|----------------------------------------------------|
| <u>35</u> | <u>1</u> | <u>1</u> | <u>1</u>   | <u>Richmond Hill</u>                               |
| LOT       | PLAN     | BLOCK    | CONCESSION | MUNICIPALITY<br>(WHERE BUILDING PERMIT WAS ISSUED) |

## DETAILS OF HOME TO BE ENROLLED

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                                                                                                                                                                                                                                                                                                                                                                           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>TYPE OF HOME</b><br><input checked="" type="checkbox"/> Detached <input type="checkbox"/> Duplex <input type="checkbox"/> Quadruplex<br><input type="checkbox"/> Semi-detached <input type="checkbox"/> Link <input type="checkbox"/> Manufactured<br><input type="checkbox"/> Town-house <input type="checkbox"/> Stacked town-house <input type="checkbox"/> Other (specify):                                                                                                                                                                                       |  | <b>CONTRACT HOME</b><br>Will this home be built on land currently owned by the purchaser? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO                                                                                                                                                                                                                             |
| Will this home be built upon, or attached to any existing structure? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO<br>Will this home be built on a parcel of land that is tied to a common elements condominium corporation? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO<br>Will this home be built on a vacant land unit of a vacant land condominium corporation? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO<br>If "Yes" to questions b or c, please give details in a separate sheet of paper. |  | <b>PRIVATE SEWAGE DISPOSAL SYSTEM</b><br>Will this home have a private sewage disposal system? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO<br>If "YES", please specify lot size: _____ acres<br>Who will install (or contract the installation of) the private sewage disposal system? <input type="checkbox"/> Vendor/Builder <input type="checkbox"/> Purchaser |

## ENROLMENT (Please refer to attached fee schedule to complete this section)

|                                                                   |                      |                 |
|-------------------------------------------------------------------|----------------------|-----------------|
| ESTIMATED CONTRACT/SALE PRICE (GST excluded):<br><u>\$630,000</u> | ENROLMENT FEE:       | <u>\$750.00</u> |
| PLEASE MAKE CHEQUE PAYABLE TO:<br>TARION WARRANTY CORPORATION     | GST AMOUNT:          | <u>\$37.05</u>  |
|                                                                   | RST AMOUNT:          | <u>\$60.00</u>  |
|                                                                   | TOTAL ENROLMENT FEE: | <u>\$847.05</u> |

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a Certificate of Completion and Possession (CCP) form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

|                 |                                  |                          |
|-----------------|----------------------------------|--------------------------|
| <u>08/12/04</u> | <u>Silver Streams Homes Inc.</u> | <u>[Signature]</u>       |
| YEAR/MONTH/DAY  | PRINT VENDOR/BUILDER NAME        | VENDOR/BUILDER SIGNATURE |

330

## ENROLMENT OF FREEHOLD HOME

Upon the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the *Ontario New Home Warranties Plan Act*.

Vendor/Builder Name: Silver Streams Homes Inc. Vendor/Builder Reference Number: 34331  
Builder Name (if different from vendor): Silver Streams Homes Inc. Builder Reference Number: 34331

### MUNICIPAL ADDRESS OF HOME TO BE ENROLLED

NUMBER: 1 STREET: PURCELL DRIVE CITY/TOWN: RICHMOND HILL POSTAL CODE:

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

LOT: 52 PLAN: 1 BLOCK: 1 CONCESSION: 1 MUNICIPALITY (WHERE BUILDING PERMIT WAS ISSUED): RICHMOND HILL

### DETAILS OF HOME TO BE ENROLLED

#### TYPE OF HOME

- ☒ Detached ☐ Duplex ☐ Quadruplex  
☐ Semi-detached ☐ Link ☐ Manufactured  
☐ Town-house ☐ Stacked town-house ☐ Other (specify):

- Will this home be built upon, or attached to any existing structure? ☐ YES ☒ NO  
Will this home be built on a parcel of land that is tied a common elements condominium corporation? ☐ YES ☒ NO  
Will this home be built on a vacant land unit of a vacant land condominium corporation? ☐ YES ☒ NO  
If "Yes" to questions b or c, please give details in a separate sheet of paper.

#### CONTRACT HOME

Will this home be built on land currently owned by the purchaser? ☒ YES ☐ NO

#### PRIVATE SEWAGE DISPOSAL SYSTEM

Will this home have a private sewage disposal system? ☐ YES ☐ NO

If "YES", please specify lot size: \_\_\_\_\_ acres

Who will install (or contract the installation of) the private sewage disposal system? ☐ Vendor/Builder ☐ Purchaser

### ENROLMENT (Please refer to attached fee schedule to complete this section)

ESTIMATED CONTRACT/SALE PRICE (GST excluded):

\$ 538,000

PLEASE MAKE CHEQUE PAYABLE TO:  
TARION WARRANTY CORPORATION

ENROLMENT FEE:

\$ 750.00

GST AMOUNT:

\$ 37.06

RST AMOUNT:

\$ 60.00

TOTAL ENROLMENT FEE:

\$ 847.06

AMOUNT PAYABLE TO TARION

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a *Certificate of Completion and Possession (CCP)* form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

Date: 08/12/04 SILVER STREAMS HOMES INC.  
YEAR/MONTH/DAY PRINT VENDOR/BUILDER NAME

[Signature]  
VENDOR/BUILDER SIGNATURE

PRINT BUILDER NAME (IF DIFFERENT FROM VENDOR)

BUILDER SIGNATURE (IF DIFFERENT FROM VENDOR)

References to a vendor/builder in this form may refer to a vendor, a builder or a vendor/builder.  
\*To be completed by a vendor/builder building homes other than condominium units.

VENDOR/BUILDER Copy

331



Customer Centre  
5150 Yonge Street, Concourse Level  
Toronto, ON M2N 6L8  
Toll Free Tel: 1-877-982-7466  
www.tarion.com

## ENROLMENT OF FREEHOLD HOME\*

From the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the *Ontario New Home Warranties Plan Act*.

Vendor/Builder Name: Silver Streams Homes Inc. Vendor/Builder Reference Number: 34331  
Builder Name (if different from vendor): Silver Streams Homes Inc. Builder Reference Number: 34331

### MUNICIPAL ADDRESS OF HOME TO BE ENROLLED

NUMBER 1 STREET POWELL - DRIVE CITY/TOWN RICHMOND HILL POSTAL CODE

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

LOT 40.1 PLAN 1 BLOCK 1 CONCESSION 1 MUNICIPALITY (WHERE BUILDING PERMIT WAS ISSUED) RICHMOND HILL

### DETAILS OF HOME TO BE ENROLLED

#### TYPE OF HOME

- ☒ Detached ☐ Duplex ☐ Quadruplex  
☐ Semi-detached ☐ Link ☐ Manufactured  
☐ Town-house ☐ Stacked town-house ☐ Other (specify):

a. Will this home be built upon, or attached to any existing structure? ☐ YES ☒ NO

b. Will this home be built on a parcel of land that is tied a common elements condominium corporation? ☐ YES ☒ NO

c. Will this home be built on a vacant land unit of a vacant land condominium corporation? ☐ YES ☒ NO

If "Yes" to questions b or c, please give details in a separate sheet of paper.

#### CONTRACT HOME

Will this home be built on land currently owned by the purchaser? ☒ YES ☐ NO

#### PRIVATE SEWAGE DISPOSAL SYSTEM

Will this home have a private sewage disposal system? ☐ YES ☒ NO

If "YES", please specify lot size: \_\_\_\_\_ acres

Who will install (or contract the installation of) the private sewage disposal system? ☐ Vendor/Builder ☐ Purchaser

### ENROLMENT (Please refer to attached fee schedule to complete this section)

ESTIMATED CONTRACT/SALE PRICE (GST excluded):

\$538,000

PLEASE MAKE CHEQUE PAYABLE TO:  
TARION WARRANTY CORPORATION

ENROLMENT FEE:

GST AMOUNT:

RST AMOUNT:

TOTAL ENROLMENT FEE:

AMOUNT PAYABLE TO TARION

\$750.00

\$ 37.08

\$ 60.00

\$ 847.08

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a *Certificate of Completion and Possession* (CCP) form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

08/12/04 SILVER STREAMS HOMES INC.

YEAR/MONTH/DAY

PRINT VENDOR/BUILDER NAME

VENDOR/BUILDER SIGNATURE

PRINT BUILDER NAME (IF DIFFERENT FROM VENDOR)

BUILDER SIGNATURE (IF DIFFERENT FROM VENDOR)

332



Customer Centre  
5150 Yonge Street, Concourse Level  
Toronto, ON M2N 6L8  
Toll Free Tel: 1-877-982-7466  
www.tarion.com

## ENROLMENT OF FREEHOLD HOME\*

Upon the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the *Ontario New Home Warranties Plan Act*.

Vendor/Builder Name: Silver Streams Homes Inc. Vendor/Builder Reference Number: 34331  
Builder Name (If different from vendor): Silver Streams Homes Inc. Builder Reference Number: 34331

### MUNICIPAL ADDRESS OF HOME TO BE ENROLLED

1 PUGONI DRIVE RICHMOND HILL  
NUMBER STREET CITY/TOWN POSTAL CODE

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

38 1 1 1 RICHMOND HILL  
LOT PLAN BLOCK CONCESSION MUNICIPALITY  
(WHERE BUILDING PERMIT WAS ISSUED)

### DETAILS OF HOME TO BE ENROLLED

#### TYPE OF HOME

- ☒ Detached ☐ Duplex ☐ Quadruplex  
☐ Semi-detached ☐ Link ☐ Manufactured  
☐ Town-house ☐ Stacked town-house ☐ Other (specify):

Will this home be built upon, or attached to any existing structure? ☐ YES ☒ NO

Will this home be built on a parcel of land that is tied a common elements condominium corporation? ☐ YES ☒ NO

c. Will this home be built on a vacant land unit of a vacant land condominium corporation? ☐ YES ☒ NO

If "Yes" to questions b or c, please give details in a separate sheet of paper.

#### CONTRACT HOME

Will this home be built on land currently owned by the purchaser? ☒ YES ☐ NO

#### PRIVATE SEWAGE DISPOSAL SYSTEM

Will this home have a private sewage disposal system? ☐ YES ☒ NO

If "YES", please specify lot size: \_\_\_\_\_ acres

Who will install (or contract the installation of) the private sewage disposal system? ☐ Vendor/Builder ☒ Purchaser

### ENROLMENT (Please refer to attached fee schedule to complete this section)

ESTIMATED CONTRACT/SALE PRICE (GST excluded):

\$ 538,000

PLEASE MAKE CHEQUE PAYABLE TO:  
TARION WARRANTY CORPORATION

ENROLMENT FEE:

GST AMOUNT:

RST AMOUNT:

TOTAL ENROLMENT FEE:

AMOUNT PAYABLE TO TARION

\$ 750.00

\$ 37.00

\$ 60.00

\$ 847.00

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a *Certificate of Completion and Possession* (CCP) form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

Date: 08/12/04 Silver Streams Homes  
YEAR/MONTH/DAY PRINT VENDOR/BUILDER NAME

[Signature]  
VENDOR/BUILDER SIGNATURE



Customer Centre  
5150 Yonge Street, Concourse Level  
Toronto, ON M2N 6L8  
Toll Free Tel: 1-877-982-7466  
www.tarion.com

## ENROLMENT OF FREEHOLD HOME\*

Upon the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the Ontario New Home Warranties Plan Act.

|                                             |                                  |                                  |              |
|---------------------------------------------|----------------------------------|----------------------------------|--------------|
| Vendor/Builder Name:                        | <u>Silver Streams Homes Inc.</u> | Vendor/Builder Reference Number: | <u>34331</u> |
| Builder Name<br>(if different from vendor): | <u>Silver Streams Homes Inc.</u> | Builder Reference Number:        | <u>34331</u> |

### MUNICIPAL ADDRESS OF HOME TO BE ENROLLED

|        |                       |                        |             |
|--------|-----------------------|------------------------|-------------|
| NUMBER | STREET                | CITY/TOWN              | POSTAL CODE |
|        | <u>1 PUCANI DRIVE</u> | <u>1 RICHMOND HILL</u> |             |

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

|           |          |          |            |                                                    |
|-----------|----------|----------|------------|----------------------------------------------------|
| LOT       | PLAN     | BLOCK    | CONCESSION | MUNICIPALITY<br>(WHERE BUILDING PERMIT WAS ISSUED) |
| <u>34</u> | <u>1</u> | <u>1</u> | <u>1</u>   | <u>1 RICHMOND HILL</u>                             |

### DETAILS OF HOME TO BE ENROLLED

#### TYPE OF HOME

- ☒ Detached    ☐ Duplex    ☐ Quadruplex  
☐ Semi-detached    ☐ Link    ☐ Manufactured  
☐ Town-house    ☐ Stacked town-house    ☐ Other (specify):

a. Will this home be built upon, or attached to any existing structure? ☐ YES ☒ NO

b. Will this home be built on a parcel of land that is tied to a common elements condominium corporation? ☐ YES ☒ NO

c. Will this home be built on a vacant land unit of a vacant land condominium corporation? ☐ YES ☒ NO

If "Yes" to questions b or c, please give details in a separate sheet of paper.

#### CONTRACT HOME

Will this home be built on land currently owned by the purchaser? ☒ YES ☐ NO

#### PRIVATE SEWAGE DISPOSAL SYSTEM

Will this home have a private sewage disposal system? ☐ YES ☒ NO

If "YES", please specify lot size: \_\_\_\_\_ acres

Who will install (or contract the installation of) the private sewage disposal system?  
☐ Vendor/Builder  
☐ Purchaser

### ENROLMENT (Please refer to attached fee schedule to complete this section)

ESTIMATED CONTRACT/SALE PRICE  
(GST excluded):

\$538,000

PLEASE MAKE CHEQUE PAYABLE TO:  
TARION WARRANTY CORPORATION

ENROLMENT FEE:

\$750.00

GST AMOUNT:

\$37.75

RST AMOUNT:

\$60.00

TOTAL ENROLMENT FEE:

\$847.75

AMOUNT PAYABLE TO TARION

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a Certificate of Completion and Possession (CCP) form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

Date: 08/12/04 SILVER STREAMS HOMES INC.  
 YEAR/MONTH/DAY PRINT VENDOR/BUILDER NAME VENDOR/BUILDER SIGNATURE

PRINT BUILDER NAME (IF DIFFERENT FROM VENDOR)

BUILDER SIGNATURE (IF DIFFERENT FROM VENDOR)

References to a vendor/builder in this form may refer to a vendor, a builder or a vendor/builder.

## ENROLMENT OF FREEHOLD HOME\*

Upon the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the *Ontario New Home Warranties Plan Act*.

Vendor/Builder Name: Silver Streams Homes Inc.

Vendor/Builder Reference Number: 34331

Builder Name  
(If different from vendor): Silver Streams Homes Inc.

Builder Reference Number: 34331

### MUNICIPAL ADDRESS OF HOME TO BE ENROLLED

NUMBER 62 STREET Pocant Drive CITY/TOWN Richmond Hill POSTAL CODE

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

LOT 62 PLAN  BLOCK  CONCESSION  MUNICIPALITY (WHERE BUILDING PERMIT WAS ISSUED) Richmond Hill

### DETAILS OF HOME TO BE ENROLLED

#### TYPE OF HOME

- ☒ Detached ☐ Duplex ☐ Quadruplex  
☐ Semi-detached ☐ Link ☐ Manufactured  
☐ Town-house ☐ Stacked town-house ☐ Other (specify):

#### CONTRACT HOME

Will this home be built on land currently owned by the purchaser?

☒ YES ☐ NO

#### PRIVATE SEWAGE DISPOSAL SYSTEM

Will this home have a private sewage disposal system?

☐ YES ☐ NO

If "YES", please specify lot size:

\_\_\_\_\_ acres

a. Will this home be built upon, or attached to any existing structure? ☐ YES ☒ NO

b. Will this home be built on a parcel of land that is tied to a common elements condominium corporation? ☐ YES ☒ NO

c. Will this home be built on a vacant land unit of a vacant land condominium corporation? ☐ YES ☒ NO

If "Yes" to questions b or c, please give details in a separate sheet of paper.

Who will install (or contract the installation of) the private sewage disposal system?

☐ Vendor/Builder  
☐ Purchaser

### ENROLMENT (Please refer to attached fee schedule to complete this section)

ESTIMATED CONTRACT/SALE PRICE  
(GST excluded):

\$638,000

PLEASE MAKE CHEQUE PAYABLE TO:  
TARION WARRANTY CORPORATION

ENROLMENT FEE:

\$750.00

GST AMOUNT:

\$37.08

RST AMOUNT:

\$60.00

TOTAL ENROLMENT FEE:

\$847.08

AMOUNT PAYABLE TO TARION

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a *Certificate of Completion and Possession (CCP)* form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

Date: 08/12/04 Silver Streams Homes Inc.

YEAR/MONTH/DAY

PRINT VENDOR/BUILDER NAME

VENDOR/BUILDER SIGNATURE

PRINT BUILDER NAME (IF DIFFERENT FROM VENDOR)

BUILDER SIGNATURE (IF DIFFERENT FROM VENDOR)

## ENROLMENT OF FREEHOLD HOME\*

Upon the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the Ontario New Home Warranties Plan Act.

Vendor/Builder Name: Silver Streams Homes Inc. Vendor/Builder Reference Number: 34331  
Builder Name (if different from vendor): Silver Streams Homes Inc. Builder Reference Number: 34331

### MUNICIPAL ADDRESS OF HOME TO BE ENROLLED

NUMBER 1 STREET Puccini Drive CITY/TOWN RICHMOND HILL POSTAL CODE

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

LOT 59 / PLAN  / BLOCK  / CONCESSION  MUNICIPALITY (WHERE BUILDING PERMIT WAS ISSUED) RICHMOND HILL

### DETAILS OF HOME TO BE ENROLLED

#### TYPE OF HOME

- ☒ Detached ☐ Duplex ☐ Quadruplex  
☐ Semi-detached ☐ Link ☐ Manufactured  
☐ Town-house ☐ Stacked town-house ☐ Other (specify):

- Will this home be built upon, or attached to any existing structure? ☐ YES ☒ NO  
b. Will this home be built on a parcel of land that is tied a common elements condominium corporation? ☐ YES ☒ NO  
c. Will this home be built on a vacant land unit of a vacant land condominium corporation? ☐ YES ☒ NO  
If "Yes" to questions b or c, please give details in a separate sheet of paper.

#### CONTRACT HOME

Will this home be built on land currently owned by the purchaser? ☒ YES ☐ NO

#### PRIVATE SEWAGE DISPOSAL SYSTEM

Will this home have a private sewage disposal system? ☐ YES ☐ NO

If "YES", please specify lot size: \_\_\_\_\_ acres

Who will install (or contract the installation of) the private sewage disposal system? ☐ Vendor/Builder ☐ Purchaser

### ENROLMENT (Please refer to attached fee schedule to complete this section)

ESTIMATED CONTRACT/SALE PRICE (GST excluded):

\$ 535,000

PLEASE MAKE CHEQUE PAYABLE TO:  
TARION WARRANTY CORPORATION

ENROLMENT FEE:

\$ 750.00

GST AMOUNT:

\$ 37.05

RST AMOUNT:

\$ 60.00

TOTAL ENROLMENT FEE:

\$ 847.05

AMOUNT PAYABLE TO TARION

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a Certificate of Completion and Possession (CCP) form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

Date: 05/12/04 SILVER STREAMS HOMES INC.  
YEAR/MONTH/DAY PRINT VENDOR/BUILDER NAME

[Signature]  
VENDOR/BUILDER SIGNATURE

PRINT BUILDER NAME (IF DIFFERENT FROM VENDOR)

BUILDER SIGNATURE (IF DIFFERENT FROM VENDOR)

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## ENROLMENT OF FREEHOLD HOME\*

Upon the issuance of a building permit, the vendor/builder shall enroll all freehold units (including contract homes) with Tarion Warranty Corporation by submitting a completed enrolment form for each home built and the appropriate fees. Failure to comply constitutes an offence pursuant to section 12 and section 22 of the Ontario New Home Warranties Plan Act.

Vendor/Builder Name: 2147681. ONTARIO - INC. Vendor/Builder Reference Number: 40570  
Builder Name (if different from vendor): Silver Stream Homes Inc. Builder Reference Number: 34331

### MUNICIPAL ADDRESS OF HOME TO BE ENROLLED

1 ROSSINI - DR. RICHMOND HILL  
NUMBER STREET CITY/TOWN POSTAL CODE

### LEGAL DESCRIPTION OF HOME TO BE ENROLLED

60 1 1 1 RICHMOND HILL  
LOT PLAN BLOCK CONCESSION MUNICIPALITY (WHERE BUILDING PERMIT WAS ISSUED)

### DETAILS OF HOME TO BE ENROLLED

#### TYPE OF HOME

- ☒ Detached ☐ Duplex ☐ Quadruplex  
☐ Semi-detached ☐ Link ☐ Manufactured  
☐ Town-house ☐ Stacked town-house ☐ Other (specify):

- a. Will this home be built upon, or attached to any existing structure? ☐ YES ☒ NO  
b. Will this home be built on a parcel of land that is tied to a common elements condominium corporation? ☐ YES ☒ NO  
c. Will this home be built on a vacant land unit of a vacant land condominium corporation? ☐ YES ☒ NO  
If "Yes" to questions b or c, please give details in a separate sheet of paper.

#### CONTRACT HOME

Will this home be built on land currently owned by the purchaser? ☒ YES ☐ NO

#### PRIVATE SEWAGE DISPOSAL SYSTEM

Will this home have a private sewage disposal system? ☐ YES ☒ NO

If "YES", please specify lot size: \_\_\_\_\_ acres

Who will install (or contract the installation of) the private sewage disposal system? ☐ Vendor/Builder ☒ Purchaser

### ENROLMENT (Please refer to attached fee schedule to complete this section)

ESTIMATED CONTRACT/SALE PRICE (GST excluded): HST

\$761,250.00

PLEASE MAKE CHEQUE PAYABLE TO:  
TARION WARRANTY CORPORATION

ENROLMENT FEE:

GST AMOUNT:

RST AMOUNT:

TOTAL ENROLMENT FEE:

#### AMOUNT PAYABLE TO TARION

\$1400.00  
\$182.00  
\$  
\$1,582.00

Upon receipt of a completed enrolment form (original), prescribed fees, and required security if applicable, Tarion will confirm enrolment of the home by supplying the vendor/builder with a Certificate of Completion and Possession (CCP) form. On the date of possession of the enrolled home, the vendor/builder shall complete and execute the CCP and deliver it to the owner with a copy to Tarion.

I declare that the preceding information is correct and accurate, and that I am authorized by the vendor/builder to provide this information.

Date: 2011/02/02 2147681. ONT INC.  
YEAR/MONTH/DAY PRINT VENDOR/BUILDER NAME

Tina Tuli  
VENDOR/BUILDER SIGNATURE

Silver Stream Homes Inc.  
PRINT BUILDER NAME (IF DIFFERENT FROM VENDOR)

Tina Tuli  
BUILDER SIGNATURE (IF DIFFERENT FROM VENDOR)

All references to a vendor/builder in this form may refer to a vendor, a builder or a vendor/builder.  
\*To be completed by a vendor/builder building homes other than condominium units.

TARION Copy

NH-1125 - 08/REV04

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**Tarion Warranty Corporation**

5100 Yonge Street, 12<sup>th</sup> Floor  
 Toronto, Ontario M2N 6L9  
 Toll-Free: 1-877-882-7488  
 www.tarion.com

June 5, 2012

Imran Jinnah  
 Silver Streams Homes  
 103 Naughton Dr.  
 RICHMOND HILL ON L4C 8B3

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.  
 Reference No. 42077 – D & I Developments 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.

*[Handwritten signature]*

3. Whitby Mews Developments Inc. shall not, without prior written consent, sell more than **FOUR (4)** 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 **FOURTEEN (14)** freehold homes including the **THREE (3)** homes already enrolled located lot 52 and 53 Puccini Dr., **RICHMOND HILL** and lot 51 Rossini Dr., **RICHMOND HILL**.
5. 2148990 Ontario Inc. shall not, without prior written consent, sell more than **TWELVE (12)** including the **TWO (2)** homes already enrolled located at lots 25 and 26 Puccini Dr., **RICHMOND HILL**.
6. 2148993 Ontario Inc. shall not, without prior written consent, sell more than **FIVE (5)** freehold homes including the home already enrolled located at 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 **FOUR (4)** homes already enrolled located at lots 40 and 61 Puccini Dr., **RICHMOND HILL**, and lots 43 and 60 Rossini Dr., **RICHMOND HILL**.
9. D & I Developments Inc. shall not, without prior written consent, sell more than **FOUR (4)** homes.
10. As a builder/vendor registered with Tarrion, you must enroll all freehold homes forthwith upon the issuance of a building permit. Failure to enroll on time puts you in violation of Section 12 of the Ontario New Home Warranties Plan Act. We will monitor your enrolment activity, and if you continue to enroll late, we will revise your conditions of registration, which may result in an increase of security with each future enrolment.
11. As a builder/vendor registered with Tarrion, you must submit the completed and signed Certificate of Completion and Possession within 15 days from the date of possession of each home. We will monitor your activity and if we do not receive the certificates within the above timeframe, this could affect the terms and conditions placed on your registration.

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.

END

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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 Hilary 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)

*Imran Jinnah*  
Signature of Authorized Signing Officer

*IMRAN JINNATH*  
Print Name of Authorized Signing Officer

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

By:

(Corporate seal where applicable)

*Imran Jinnah*  
Signature of Authorized Signing Officer

*IMRAN JINNATH*  
Print Name of Authorized Signing Officer

*END*

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

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

IMRAN JINNATH  
Print Name of Authorized Signing Officer

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

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

IMRAN JINNATH  
Print Name of Authorized Signing Officer

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

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

IMRAN JINNATH  
Print Name of Authorized Signing Officer

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

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

IMRAN JINNATH  
Print Name of Authorized Signing Officer

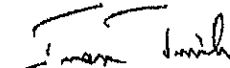
END

342

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

By:

(Corporate seal where applicable)

  
Signature of Authorized Signing Officer

IMRAN JINNANH  
Print Name of Authorized Signing Officer

Vendor/Builder: D & I Developments Inc.  
Reference No.: 42077

By:

(Corporate seal where applicable)

  
Signature of Authorized Signing Officer

IMRAN JINNANH  
Print Name of Authorized Signing Officer

ENT

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Tarion Warranty Corporation

6180 Yonge Street, 12<sup>th</sup> Floor  
Toronto, Ontario M2N 6L9  
Toll-Free: 1-877-882-7468  
www.tarion.com

February 28, 2013

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 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 =  $4 \times \$20,000 = \$80,000$ , 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 2 – 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.

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INDEMNITY  
(the "INDEMNITY")

THIS INDEMNITY MADE THIS 24<sup>th</sup> DAY OF April, 2013.

TO: TARION WARRANTY CORPORATION ("Tarion")

FROM:

A. [Redacted Name]  
(Name)

[Redacted Address and fax number]  
(Address and fax number)

B. [Redacted Name]  
(Name)

[Redacted Address and fax number]  
(Address and fax number)

C. [Redacted Name]  
(Name)

[Redacted Address and fax number]  
(Address and fax number)

D. [Redacted Name]  
(Name)

[Redacted Address and fax number]  
(Address and fax number)

(the "Indemnitor(s)") 

RE:

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

[Redacted Address]  
(Address)

(the "Registrant") 

WHEREAS:

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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

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 Taron 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 Taron 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 Taron

- (c) unconditionally and irrevocably agree(s) to indemnify and save Taron harmless from and against all costs or expenses incurred by or on behalf of Taron 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 Taron's own in-house counsel charges);

Monies owing by the Indemnitor(s) to Taron 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 Taron 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 Taron, to and until the date that all such amounts (together with all interest accrued thereon as aforesaid) have been fully paid or remitted to Taron;

Limitation of liability

|                         |     |
|-------------------------|-----|
| Indemnitor(s) Initials: |     |
|                         | INS |
|                         | INS |

- (e) agree(s) that subject to paragraph (f) below, the maximum liability of the Indemnitor(s) to Taron arising under this Indemnity, shall not exceed the sum of ~~\$620,000.00~~ 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 Taron 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

Page 3 of 9

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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: <ul style="list-style-type: none"> <li>(i) released or diminished (in whole or in part) only by a written instrument executed by Tarion evidencing or confirming same; and/or</li> <li>(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;</li> </ul>                                                                                                                                             |
| 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 |

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

- (g) 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 Taron and the Registrant is entered into before or after the date of this Indemnity;

Financial and credit  
information

- (w) agree(s) to provide Taron with any financial information in respect of the Indemnitor(s) relevant to this Indemnity and authorize(s) Taron 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 Taron 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 Taron 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 Taron, Taron would not have registered (or will not register, or permit the continued registration of) the Registrant under the Act;

Notice of claim by  
Taron under this  
Indemnity

- (bb) acknowledge(s) and agree(s) that notice of any claim being made by Taron against the Indemnitor(s) in respect of this Indemnity (as well as any other notice desired to be given by Taron 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 Taron at the time of such transmission, otherwise same shall be deemed not to have been properly or sufficiently faxed to the Indemnitor(s);

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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.

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SIGNED AND DELIVERED  
in the presence of:

|                                                                                                                 |                                                                                                                        |
|-----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|
| <br>_____<br>Witness Signature | <br>_____<br>Indemnitor Signature    |
| ASMA - Jinnah<br>_____<br>Print Name                                                                            | <br>_____<br>Print Name of Indemnitor |
| ASMA - 103. Navigation Dr<br>_____<br>Address                                                                   | Richmond Hwy, Apt. 4C833<br>_____<br>Address                                                                           |

|                            |                                   |
|----------------------------|-----------------------------------|
| _____<br>Witness Signature | _____<br>Indemnitor Signature     |
| _____<br>Print Name        | _____<br>Print Name of Indemnitor |
| _____<br>Address           | _____<br>Address                  |

|                            |                                   |
|----------------------------|-----------------------------------|
| _____<br>Witness Signature | _____<br>Indemnitor Signature     |
| _____<br>Print Name        | _____<br>Print Name of Indemnitor |
| _____<br>Address           | _____<br>Address                  |

|                            |                                   |
|----------------------------|-----------------------------------|
| _____<br>Witness Signature | _____<br>Indemnitor Signature     |
| _____<br>Print Name        | _____<br>Print Name of Indemnitor |
| _____<br>Address           | _____<br>Address                  |

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1587

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 24 04 2013  
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.

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

\$

SILVER STREAMS HOMES INC.

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 W775 Single Window Envelope

Printed in Canada



## Tarion Warranty Corporation

5180 Yonge Street, 12<sup>th</sup> Floor  
Toronto, Ontario M2N 6L9  
Toll-Free: 1-877-882-7466  
www.tarion.com

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March 01, 2013

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

PLEASE NOTE THAT THIS WITH  
BY YOUR ONLY NOTICE OF RENEWAL

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



Tarion Warranty Corporation  
5160 Yonge Street, 12th Floor  
Toronto, Ontario M2N 6L9  
Toll-Free: 1-877-882-7488  
www.tarion.com

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

PAGE 1 OF 3

## APPLICATION FOR RENEWAL OF REGISTRATION

Complete this form 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.

Please 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: \_\_\_\_\_ RT 0001  
Type of Registration: ☐ vendor ☐ builder ☒ vendor/builder HST No.: 866678303  
Address: 103 Naughton Dr. RICHMOND HILL ON L4C8B3  
NUMBER AND STREET UNIT/SUITE CITY PROVINCE 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: \_\_\_\_\_ RT 0001  
Type of Registration: ☐ vendor ☐ builder ☐ vendor/builder HST No.: \_\_\_\_\_  
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: imtanjinnah@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: \_\_\_\_\_  
E-mail: \_\_\_\_\_

# APPLICATION FOR RENEWAL OF REGISTRATION

PAGE 2 OF 3



PROTECTING ONTARIO'S NEW HOME BUYERS

## SECTION 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 be submitted. This section refers only to changes that do not affect the status or continuity of your business organization.

If 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?  
If "Yes", please identify:

☐ Yes

☒ No

% ownership  
NEW Principal

Date shares transferred

| Name FORMER Principal | Name NEW Principal | % ownership<br>NEW Principal | Date shares transferred |
|-----------------------|--------------------|------------------------------|-------------------------|
|                       |                    |                              |                         |
|                       |                    |                              |                         |
|                       |                    |                              |                         |

c) Has there been any change in the Officers or Directors of the Registrant?  
If "Yes", please identify:

☐ Yes

☒ No

| Name of Director | 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

# TARION

PROTECTING ONTARIO'S NEW HOME BUYERS

## APPLICATION FOR RENEWAL OF REGISTRATION

PAGE 3 OF 3

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

Condominium

Freehold

# Units

Municipality or Municipalities

### SECTION 5 - RESIDENTIAL CONSTRUCTION EXPECTED TO BE BUILT OR SOLD BY THE REGISTRANT DURING THE 12 MONTHS FOLLOWING THE DATE OF RENEWAL

- a. Total number of units:
- b. Unit Value/Range:
- c. Average sale/contract price:
- d. Average deposit per unit:
- e. Municipality or Municipalities:

| Freehold | Contract | Condominium* |
|----------|----------|--------------|
|          |          |              |
|          |          |              |
|          |          |              |
|          |          |              |

\* 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.

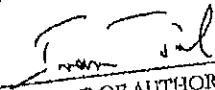
I declare that the preceding information is correct and accurate. This Application for Renewal of Registration has been executed by or on behalf of the Registrant on this date:

I have authority to bind the Registrant,

2013 / 04 / 24  
YEAR/MONTH/DAY

SILVER STREAMS HOMES INC  
PRINT NAME OF REGISTRANT

IMRAN JINNAH  
PRINT NAME OF AUTHORIZED  
SIGNING OFFICER

  
SIGNATURE OF AUTHORIZED  
SIGNING OFFICER

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**Tarion Warranty Corporation**

5160 Yonge Street, 12<sup>th</sup> Floor  
Toronto, Ontario M2N 6L9  
Toll-Free: 1-877-982-7486  
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.

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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. Tation Warranty Corporation (Tation) 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 Tation 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

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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)

*Iran Jinnah*  
Signature of Authorized Signing Officer

*INRAN JINNAH*  
Print Name of Authorized Signing Officer

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

By:

(Corporate seal where applicable)

*Iran Jinnah*  
Signature of Authorized Signing Officer

*INRAN JINNAH*  
Print Name of Authorized Signing Officer

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

By:

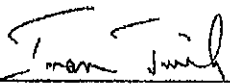
(Corporate seal where applicable)

*Iran Jinnah*  
Signature of Authorized Signing Officer

*INRAN JINNAH*  
Print Name of Authorized Signing Officer

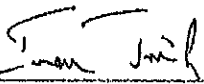
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Vendor/Builder: 2148990 Ontario Inc.  
Reference No.: 40568

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

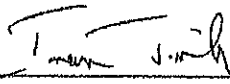
IMRAN JINNATH  
Print Name of Authorized Signing Officer

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

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

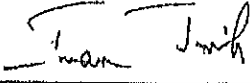
IMRAN JINNATH  
Print Name of Authorized Signing Officer

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

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

IMRAN JINNATH  
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 JINNATH  
Print Name of Authorized Signing Officer

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EXHIBIT D

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**JACK GREENBERG**  
**Barrister & Solicitor**

204-181 Eglinton Avenue East  
Toronto, Ontario M4P 1J4

Telephone: (416) 485-8833  
Fax: (416) 485-3246  
jackgreenberg@greenberglawyers.ca

June 24, 2010

File No. 2009-025-005

Silver Streams Homes (Puccini) Inc.  
103 Naughton Blvd.  
Richmond Hill, Ontario  
L4C 8B3

Dear Sirs:

Re: Silver Streams Homes (Puccini) Inc. sale to RINAT BAIRAMGALINE and  
ALFIA BAIRAMGALINA of Lot 5 Plan 65M4156, Richmond Hill - 35  
Rossini Drive, Richmond Hill

I am pleased to advise that the above-noted transaction was successfully completed on June 24, 2010 and I am pleased to set out my report herein.

AGREEMENT OF PURCHASE AND SALE

Pursuant to the terms of the agreement of purchase and sale the gross purchase price for the aforementioned lands and premises was the sum of \$642,000.00. In addition and as provided in the agreement of purchase and sale, you received deposits in the aggregate amount of \$40,000.00 and the purchaser received credit on the statement of adjustments for same. You gave the Purchaser a cash back credit of \$32,000.00.

GST REBATES

Based on the Agreement, you extracted the GST from the price to show the true net price. You prepared the GST Application and I have returned it herewith together with all the supporting documents all executed by the Purchaser so you can claim the rebate.

REALTY TAXES

The current year's taxes were adjusted based on the estimated realty taxes of \$4,200.00. Your share up to and including the day before closing was \$1,979.18. As you will pay \$4,200.00, you received credit for \$2,220.82 as your overpayment.

ADDITIONAL ADJUSTMENTS

The following additional adjustments were made based on the Statement of Adjustments based on the Agreement with the Purchaser

- 1) Tarion Warranty Enrollment fee of \$1,250.00 plus GST of \$62.50 and PST of \$100.00

Silver Streams Homes (Puccini) Inc.

Page 2

June 24, 2010

- 1) Additional Costs for : a) Security Deposit \$500.00

#### BALANCE DUE ON CLOSING

In accordance with the statement of adjustments the balance due on closing was \$574,133.32. However, at the time of the PDI inspection there were several items outstanding which the Purchaser claimed (and you agreed) rendered the home uninhabitable. You have the PDI Report. Although the Purchaser was reluctant to close without these items being completed, I negotiated the following arrangement with the Purchaser's solicitor (all with your prior approval):

- 1) I would holdback the sum of \$10,000 until a sufficient number of items on the list set out in the Purchaser's solicitor's letter were completed so as to render the home habitable in your discretion acting reasonably. The Undertaking specifically states that not all of the items need to be completed for this to happen;
- 2) You would have until July 31, 2010 to complete all the items;
- 3) From the date of closing until the date the home is habitable as aforesaid, you would compensate the Purchaser, on a per diem basis, for his interest costs under his mortgage as set out in the Undertaking enclosed;
- 4) Once the Purchaser is in possession as aforesaid, I will calculate the Purchaser's compensation, deduct it from the holdback and remit the balance to you.

The exact source and application of funds is set out on my trust funds application sheet enclosed herewith for your reference but which may be itemized as follows:

1. The Purchaser received credit for the deposit of \$40,000.00 and cash back of \$32,000.00
2. My legal fees, disbursements and GST were in the amount of \$1,365.00. The Law Society Levy was \$68.25 and the registration costs for the discharge were \$70.50.
3. Based on arrangements with the existing first mortgagee, Bank of Montreal received the net proceeds of \$562,629.57 which was net of the holdback.
4. Based on your arrangements with Con-Drain Company (1983) Limited, they received \$50,000.00 from the closing proceeds. You provided me with these funds.
5. There was a holdback of \$10,000 and no balance remaining to you.

In connection with closing, I received the undertaking of the purchaser(s) to readjust all items on the statement of adjustments. Their undertaking in this regard is enclosed herewith. You provided them with a similar undertaking to readjust and in addition to pay all utilities to the date of closing and to provide vacant possession on closing.

#### MISCELLANEOUS DOCUMENTATION

In connection with the completion of the transaction I have enclosed herewith the following additional documentation which was either delivered or received on closing:

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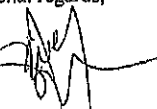
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Silver Streams Homes (Puccini) Inc.  
Page 3  
June 24, 2010

1. Your Statutory Declaration confirming your residency in Canada under the Income Tax Act and Family Law Matters;
2. Your Direction for Funds and my re-direction of funds;
3. Your Undertaking, Direction and Redirection;

I trust this transaction was completed in accordance with your instructions and to your full satisfaction and that the foregoing report is clear. However, should you have questions with respect to any phase of this transaction please feel free to contact me. I appreciate the opportunity to have been of service to you and look forward to being of further service to you. My receipted statement of account is enclosed.

Personal regards,

  
Jack Greenberg  
JG\*lb  
Enclosures

Direction, Undertaking, Warranty and Bill of Sale

TO: RINAT BAIRAMGALINE and ALFA BAIRAMGALINA (collectively the "Purchaser(s)")

AND TO: REGINA SINUKOFF, their solicitor(s)

Re: Silver Streams Homes (Puccini) Inc. sale to RINAT BAIRAMGALINE and ALFA BAIRAMGALINA of Lot 5 Plan 65M4156, Richmond Hill - 35 Rossini Drive, Richmond Hill

DIRECTION

THE UNDERSIGNED hereby authorizes and directs you to make funds payable with respect to the above-noted transaction to Jack Greenberg, in trust, or as he may direct, and for so doing this shall be your full and sufficient authority.

UNDERTAKING

THE UNDERSIGNED, in consideration of the closing of the above-noted transaction, hereby undertakes as follows:

1. To pay all realty taxes and related penalties in accordance with the Statement of Adjustments; and
2. To readjust any items on or omitted from the statement of adjustments that may require same to the date of closing;
3. To provide an Occupancy Certificate forthwith upon receipt of same after closing
4. To pay all utilities to the date of closing;
5. To complete any outstanding items as soon as possible after closing weather permitting.
6. To hold the Purchaser's Security Deposit of \$500.00 and apply or deal with same pursuant to the provisions of the Agreement of Purchase and Sale between the Vendor and Purchaser(s).

WARRANTY

THE UNDERSIGNED hereby warrants and represents that, to the best of its knowledge, the Property has not been insulated with Urea Formaldehyde Foam Insulation and that all chattels, fixtures and additional items sold under the agreement of purchase and sale are the property of the vendor and are free and clear of all encumbrances and will be left on the Property on closing.

BILL OF SALE

THE UNDERSIGNED, in consideration of other good and valuable consideration and the sum of TWO (\$2.00) DOLLARS (the receipt and sufficiency of which is hereby acknowledged), hereby transfers and sets over to you:

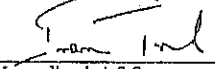
all chattels situate on the premises municipally known as 35 Rossini Drive, Richmond Hill and as set out in the Agreement of Purchase and Sale for the within Transaction.

THE UNDERSIGNED hereby covenants that it is the lawful owner of the aforesaid chattels and fixtures hereby transferred; and no other person firm or corporation has any interest whatsoever therein, or any claim, lien or charge thereon; and that it is entitled to sell and transfer the said chattels and fixtures.

The Undersigned hereby assigns, to the extent it is entitled to do so without any third party consent thereto, to the Purchaser(s) any and all warranties and guarantees applicable to any of such chattels and fixtures.

DATED at Toronto this 22nd day of June, 2010.

SILVER STREAMS HOMES (PUCCINI) INC.

Per: 

Imran Jinnah-A.S.O.

I have authority to bind the Corporation

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Statutory Declaration

THE LAND TITLES ACT

IN THE MATTER of the title to Lot 5, Registered Plan 65M4156, Town of Richmond Hill, Ontario (the "Property")

AND IN THE MATTER OF the transfer of the Property from Silver Streams Homes (Puccini) Inc. (the "Vendor") to RINAT BAIRAMGALINE and ALFIA BAIRAMGALINA (the "Purchaser")

I, Imran Jinnah, President of Silver Streams Homes (Puccini) Inc., of the Town of Vaughan, in the Province of Ontario, SOLEMNLY DECLARE that:

1. I am the President of Silver Streams Homes (Puccini) Inc. (the vendor in the above mentioned transaction) and as such have knowledge of the matters hereinafter deposed to.
2. Silver Streams Homes (Puccini) Inc. is not now a non-resident of Canada and subsequent to the closing of the aforesaid transaction will not be a non-resident of Canada within the meaning of the Income Tax Act as amended.
3. The Property has never been occupied by any of the directors or shareholders of the Vendor and/or any of their respective spouses and same does not constitute a family asset or matrimonial home under The Family Law Act of Ontario (as amended).
4. The Vendor has fully complied with the Subdivision Agreement registered as # YR 1376244 and amended under # YR 1445749 and also is not in default under any other agreements (whether registered on title or not) to the extent any of same may still be applicable or in force with respect to the Property.
5. The Vendor agrees to indemnify the Purchaser with respect to any construction liens which may arise with respect to work performed by the Vendor or its agents on the Property and to complete any outstanding work in a good and workmanlike manner in accordance with the Agreement of Purchase and Sale.

AND I make this solemn Declaration conscientiously believing it to be true, and knowing it is of the same force and effect as if made under oath.

DECLARED before  
me at the City of Toronto, in the  
Municipality of Metropolitan Toronto,  
this 22nd day of June, 2010

A COMMISSIONER, ETC

)  
)  
)  
) Imran Jinnah  
)

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RE-DIRECTION AND UNDERTAKING

TO: RINAT BAIRAMGALINE and ALFIA BAIRAMGALINA

AND TO: REGINA SINUKOFF, their solicitor(s)

Re: Silver Streams Homes (Puccini) Inc. sale to RINAT BAIRAMGALINE and ALFIA BAIRAMGALINA of Lot 5 Plan 65M4156, Richmond Hill - 35 Rossini Drive, Richmond Hill

EACH OF THE UNDERSIGNED hereby authorize(s) and direct(s) you to make funds payable on the above-noted transaction as follows:

|                                         |                     |
|-----------------------------------------|---------------------|
| 1. Bank of Montreal                     | \$562,629.57        |
| 2. Jack Greenberg in Trust-RE: Holdback | \$ 10,000.00        |
| ✓ 3/8 Jack Greenberg                    | \$1,503.75          |
| <b>TOTAL</b>                            | <b>\$574,133.32</b> |

IN CONSIDERATION OF and notwithstanding the closing of the above-noted transaction, with respect to each of the following mortgages, charges, assignments of rents or amending agreements:

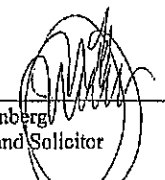
| <u>MORTGAGEE</u>    | <u>INSTRUMENT NUMBER</u>                                         |
|---------------------|------------------------------------------------------------------|
| 1) Bank of Montreal | YR1273794, YR1273795, YR1315617 and YR1493833 as the case may be |

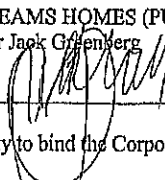
**EACH OF THE UNDERSIGNED UNDERTAKES AS FOLLOWS:**

1. To immediately pay out of the closing proceeds to the mortgagee or person entitled thereto, any sums of money required, according to the attached discharge statement, to fully pay out and discharge the above referenced encumbrance(s).
2. In the event that the encumbrancer has confirmed that it will forward the applicable discharge document to the undersigned for registration, to obtain and register a proper form of discharge as soon as possible after this date, to provide you with particulars of registration and to deliver to you a copy of same, if available.
3. In the event that the encumbrancer has confirmed that it will register the applicable discharge document, to cause to be registered a proper form of discharge as soon as possible after this date, to provide you with particulars of registration and to deliver to you a copy of the Registration Report of same, if available.

In this Undertaking, any reference to the word "mortgage" or any variation thereof shall also include a "charge" and registration shall apply to the appropriate Land Titles Office in which the lands are registered.

DATED at the City of Toronto, this 24th day of June, 2010

  
\_\_\_\_\_  
Jack Greenberg  
Barrister and Solicitor

SILVER STREAMS HOMES (PUCCINI) INC.  
By its solicitor Jack Greenberg  
Per:   
\_\_\_\_\_  
I have authority to bind the Corporation

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## STATEMENT OF ADJUSTMENTS

Vendor: Silver Streams Homes (Puccini) Inc.

Purchaser: RINAT BAIRAMGALINE and ALFIA BAIRAMGALINA

Property: Lot 5, Plan 65M4156, Richmond Hill - 35 Rossini Drive, Richmond Hill

Adjustment Date: Adjusted as at June 22, 2010 (172 Days)

Sale Price

|                                 |              |              |
|---------------------------------|--------------|--------------|
| Agreed Sale Price:              | \$642,000.00 |              |
| -GST:                           | (30,571.42)  |              |
| +GST Rebate:                    | 6,300.00     |              |
| =Net Sale Price:                |              |              |
| Credit Vendor (Net Sale Price:) |              | \$617,728.58 |

GST ON SALE PRICE

|                        |  |             |
|------------------------|--|-------------|
| Calculated at 5% of \$ |  |             |
| Credit Vendor          |  | \$30,571.42 |

GST-REBATE ASSIGNED TO VENDOR

|                               |            |  |
|-------------------------------|------------|--|
| Based on net sale price of \$ |            |  |
| Credit Purchaser:             | \$6,300.00 |  |

Initial Deposit

|                  |             |  |
|------------------|-------------|--|
| Credit Purchaser | \$40,000.00 |  |
|------------------|-------------|--|

Additional Deposit - Cash Back Vendor Credit

|                  |             |  |
|------------------|-------------|--|
| Credit Purchaser | \$32,000.00 |  |
|------------------|-------------|--|

Taxes: Estimated 2010 \$ 4,200.00

Vendor's portion \$1,979.18

Vendor will pay \$4,200.00

|              |  |            |
|--------------|--|------------|
| Allow Vendor |  | \$2,220.82 |
|--------------|--|------------|

Tarion Warranty Corporation

Registration Number of Vendor: 34331

Pursuant to Schedule "A" Subparagraph 13(a) of Agreement

|                 |             |  |
|-----------------|-------------|--|
| Enrollment Fee: | \$ 1,250.00 |  |
|-----------------|-------------|--|

|           |          |  |
|-----------|----------|--|
| GST @ 5%: | \$ 62.50 |  |
|-----------|----------|--|

|           |           |  |
|-----------|-----------|--|
| PST @ 8%: | \$ 100.00 |  |
|-----------|-----------|--|

|               |  |            |
|---------------|--|------------|
| Credit Vendor |  | \$1,412.50 |
|---------------|--|------------|

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SECURITY DEPOSITBased on Schedule "A" Subparagraph 13 (c)  
Credit Vendor

500.00

Balance Due on Closing  
payable to Jack Greenberg, in trust  
or as he may direct \*574,133.32  
\$ 652,433.32\$652,433.32

E. &amp; O. E.

- Any Supplementary tax bills issued after closing are the Purchaser's sole responsibility.

Trust Ledger

Re: Silver Streams Homes (Puccini) Inc. sale to RINAT BAIRAMGALINE and  
ALFIA BAIRAMGALINA of Lot 5 Plan 65M4156, Richmond Hill - 35  
Rossini Drive, Richmond Hill

Received Balance Due on Closing \$574,133.32

Received From You \$ 50,000.00

Paid

1. Legal Fees and Disbursements  
and GST-Sale Transaction \$1,365.00

LSUC Levy \$ 68.25

Registration Fees \$ 70.50

2. Paid to First Mortgage for partial discharge \$562,629.57

3. Paid to Con-Drain Company (1983) Limited \$50,000.00

4. Holdback \$10,000.00

5. Balance to You NIL

\$624,133.32

\$624,133.32

E. & O. E.

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ACKNOWLEDGEMENT AND DIRECTION

To: Jack Greenberg  
(insert lawyer' name)

AND TO: Jack Greenberg Law Office  
(insert Firm name if applicable)

RE: Sale of 35 Rossini Drive, Town of Richmond Hill  
(insert brief description of transaction)

This will confirm that:

- I/we have reviewed the information set out in the attached schedule, and that the information is accurate;
- You are authorized and directed to register electronically on my behalf the document(s) described in this Acknowledgement and Direction as well as other document(s) required to complete the transaction described above;
- You are authorized and directed to enter into an escrow closing arrangement substantially in the form of the Document Registration Agreement which you have shown and discussed with the undersigned and I/we acknowledge that I/we shall bound by the terms of that Agreement.
- The effect of the electronic documents described in this Acknowledgement and Direction has/have been fully explained me/us and I/we understand that I/we are parties to and bound by the terms and provisions of these electronic document(s) to the same extent as if I/we had signed these documents; and
- I/we are in fact parties named in the electronic documents described in this Acknowledgment and Direction and I/we have not misrepresented our identities to you.

DESCRIPTION OF DOCUMENTS TO BE SIGNED AND REGISTERED ELECTRONICALLY:

1. Transfer- in the form attached hereto

In addition to the foregoing, the undersigned approves the calculations on the Statement of Adjustments for this transaction.

Dated at Toronto, this 22nd day of June, 2010.

Witness: (as to all signatures, if applicable)

Silver Streams Homes (Puccini) Inc.

Per: Imran Jinnah

Imran Jinnah-A.S.O.

I have authority to bind the Corporation

2148990 Ontario Inc.

Per: Imran Jinnah

Imran Jinnah-A.S.O.

I have authority to bind the Corporation

2148993 Ontario Inc.

Per: Imran Jinnah

Imran Jinnah-A.S.O.

I have authority to bind the Corporation

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LRO # 65 Transfer

In preparation on 2010 08 14 at 18:28

This document has not been submitted and may be incomplete.

yyyy mm dd Page 1 of 1

**Properties**

**PIN** 03206 - 3204 LT **Interest/Estate** Fee Simple  
**Description** LOT 5, PLAN 65M4158 TOWN OF RICHMOND HILL  
**Address** 35 ROSSINI DRIVE  
 RICHMOND HILL

**Consideration**

**Consideration** \$ 617,728.58

**Transferor(s)**

The transferor(s) hereby transfers the land to the transferee(s).

**Name** 2148993 ONTARIO INC.  
 Acting as a company  
**Address for Service** 103 NAUGHTON DRIVE  
 RICHMOND HILL, ONTARIO  
 L4C 8B3

I, IMRAN JINNAH, PRESIDENT, have the authority to bind the corporation.

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

| <b>Transferee(s)</b>                                                                                                                                          | <b>Capacity</b> | <b>Share</b> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------|
| <b>Name</b> BAIRAMGALINE, RINAT<br>Acting as an individual<br><b>Date of Birth</b> 1952 07 07<br><b>Address for Service</b> 35 ROSSINI DRIVE<br>RICHMOND HILL | Joint Tenants   |              |
| <b>Name</b> BAIRAMGALINA, ALFIA<br>Acting as an individual<br><b>Date of Birth</b> 1963 12 15<br><b>Address for Service</b> 35 ROSSINI DRIVE<br>RICHMOND HILL | Joint Tenants   |              |

**Statements**

Schedule: See Schedules

STATEMENT OF THE TRANSFEROR (S): The transferor(s) verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene the Planning Act.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEROR (S): I have explained the effect of the Planning Act to the transferor(s) and I have made inquiries of the transferor(s) to determine that this transfer does not contravene that Act and based on the information supplied by the transferor(s), to the best of my knowledge and belief, this transfer does not contravene that Act. I am an Ontario solicitor in good standing.

**Calculated Taxes**

**Provincial Land Transfer Tax** \$0.00  
**Retail Sales Tax** \$0.00

**File Number**

**Transferor Client File Number :** 2009-025-06

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ASSIGNMENT OF REBATES

THIS ASSIGNMENT OF REBATES is made as of the 22nd day of June, 2010.

BETWEEN:

BAIRAMGALINA

RINAT BAIRAMGALINE and ALFIA

(hereinafter individually and collectively called  
the "Assignor")

OF THE FIRST PART

- and -

Silver Streams Homes (Puccini) Inc.

(hereinafter called the "Assignee")

OF THE SECOND PART

WHEREAS:

A. The parties have entered into an Agreement of Purchase and Sale dated the 27th day of September, 2009 (the "Agreement") wherein the Assignor has agreed to purchase from the Assignee the property municipally known as 35 Rossini Drive, Richmond Hill (the "Property")

B. It is a condition of the Agreement that the Assignor will execute any and all such documents as may be requested by the Assignee or Assignee's solicitor, to assign, convey, direct, authorize, empower and allow the Assignee to obtain and retain for its own use, any rebates available under the Excise Tax Act (Canada) (the "Act").

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid to the Assignor by the Assignee, (the receipt and sufficiency of which is hereby acknowledged) the parties hereto covenant and agree as follows:

1. The Assignee has included in its purchase price under the Agreement all of the goods and services tax ("GST") applicable under the Act in respect of the Agreement.
2. The Assignor:
  - (i) hereby assigns and sets over to the Assignee the right to receive any rebates or remissions otherwise payable to the Assignor pursuant to sections 121 and 254 of the Act (collectively the "Rebate");
  - (ii) hereby irrevocably directs Revenue Canada to pay the Rebate directly to the Assignee;
  - (iii) hereby represents, warrants and covenants to the Assignee that:
    - a) the Assignor's acquisition of the Property is for use as the primary place of residence of the Assignor or a relation to the Assignor as such terms are defined by the Act, so as to qualify for a new housing GST rebate pursuant to Section 254 of the Act; and

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b) the Assignor has not otherwise claimed any rebate, refund or credit under the Act in respect of the Property;

(iv) the Assignor shall tender on closing a statutory declaration confirming the matters subparagraphs 2 (ii) a) & b) hereof and shall execute and deliver to the Assignee all such further documents and instruments including GST rebate forms as prescribed by the Act, and/or as the Assignee may reasonably require to effectively carry out the intent of this provision.

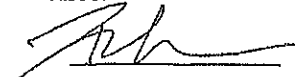
(v) the Assignor acknowledges and confirms that the Assignee has paid or has credited all such rebates including without limitation, the GST rebate, to the Assignor;

(vi) the Assignor hereby appoints any officer of the Assignee as their lawful agent and attorney to deal with any and all matters relating to the foregoing Rebate including the right to execute any necessary documents in that regard on their/his/her behalf.

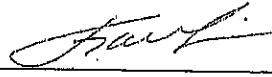
This Assignment shall enure to the benefit of the Assignee and its successors and assigns and shall be binding upon the successors and assigns of the Assignor.

IN WITNESS WHEREOF the Assignor has/have duly executed this Assignment of Rebate, as of the date first set out.

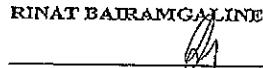
WITNESS:



REGINA STANIKOFF  
AS TO BOTH SIGNATURES



RINAT BAIRAMGALINA



ALFIA BAIRAMGALINA

AND RESERVING unto the Transferor, its successors and assigns, a right in the nature of an easement or licence exercisable at any and all times and after the registration date of this transfer, to enter upon any part of the lands being transferred hereunder, by its officers, servants, agents and contractors for a period of ten (10) years from the date of registration of this transfer, or until the assumption of the services on Plan 65M4156 by the Corporation of the Town of Richmond Hill, whichever event occurs earlier, for the purpose of maintaining, repairing, regrading or rectifying, regrading and installing such grading, piping, catch-basins, grates or other remedial work and for the purpose of sodding, tree planting and landscaping and the erection and installation of any features, monuments or other structures on the land being transferred hereunder as are necessary to comply with the provisions of any agreement with or direction from the local or regional municipalities, the local public utilities commissions or any other governmental authority. The benefit of this easement, licence or right-of way hereinbefore described shall be annexed to and run with each and every lot and block or part thereof located within Plan 65M4156 registered in the name of the Transferor on the date of registration of this transfer.

DIRECTION RE TITLE

**TO:** Silver Streams Homes (Puccini) Inc.  
**AND TO:** Jack Greenberg  
Barrister & Solicitor  
**RE:** BAIRAMGALINE/BAIRAMGALINA p/f Silver Streams Homes (Puccini) Inc.  
35 Rossini Drive, Richmond Hill

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WE HEREBY AUTHORIZE AND DIRECT you to engross the deed or transfer with respect to the above transaction as follows:

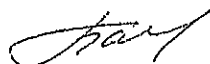
Full NameBirthdate

BAIRAMGALINE, Rinat  
BAIRAMGALINA, Alfia  
as joint tenants

July 7, 1952  
December 15, 1963

AND FOR SO DOING this shall be your good, sufficient and irrevocable authority.

DATED at Toronto, this 27-day of June, 2010.



Rinat BAIRAMGALINE



Alfia BAIRAMGALINA

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UNDERTAKING

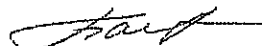
TO: SILVER STREAMS HOMES (PUCCINI) INC.

AND TO: JACK GREENBERG, its solicitor

Re: Silver Streams Homes (Puccini) Inc. sale to RINAT BAIRAMGALINE and  
ALFIA BAIRAMGALINA of Lot 5 Plan 65M4156, Richmond Hill - 35  
Rossini Drive, Richmond Hill (the "Property")

IN CONSIDERATION OF THE CLOSING of the above-noted transaction, the undersigned hereby undertakes to readjust all items on or omitted from the Statement of Adjustments forthwith upon written demand and shall forthwith upon written demand reimburse you or pay to you any realty tax refunds or rebates received by or credited to the undersigned in connection with the aforesaid property for any taxation year up to and including 2010 during which Silver Streams Homes (Puccini) Inc. or its affiliate(s) was/were the owner(s) of the aforesaid Property.

Dated this 22nd day of June, 2010.

  
RINAT BAIRAMGALINE

  
ALFIA BAIRAMGALINA

UNDERTAKING

TO: RINAT BAIRAMGALINE and ALFIA BAIRAMGALINA

AND TO: REGINA SINUKOFF, their solicitor(s)

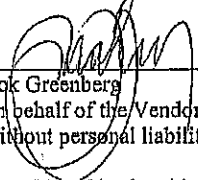
Re: Silver Streams Homes (Puccini) Inc. sale to RINAT  
BAIRAMGALINE and ALFIA BAIRAMGALINA of Lot 5 Plan  
65M4156, Richmond Hill - 35 Rossini Drive, Richmond Hill

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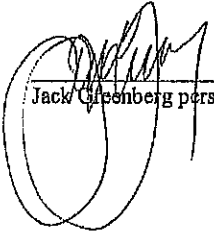
IN CONSIDERATION OF THE aforesaid closing,

- 1) the Vendor undertakes and agrees to complete the items enumerated in the attached PDI Report dated June 22, 2010 on or before July 31, 2010 and to compensate the Purchaser at the rate of \$33.58 per day for interest being paid by the Purchaser from the date hereof until the aforesaid property is fit for occupation as determined by the Vendor acting reasonably it being understood that not all of the items in the attached Report need to be completed before the aforesaid property is fit for occupation;
- 2) Jack Greenberg hereby undertakes to hold back in trust the sum of \$10,000.00 from the closing proceeds until the aforesaid property is fit for occupation as aforesaid after which time Jack Greenberg will deduct the aforesaid compensation to the Purchaser from the said holdback and forward same to the Purchaser and shall be entitled to release the balance to the Vendor.

DATED at Toronto this 24th day of June 2010.

  
\_\_\_\_\_  
Jack Greenberg  
On behalf of the Vendor and  
Without personal liability

2009-025-05/undertaking

  
\_\_\_\_\_  
Jack Greenberg personally

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**JACK GREENBERG**  
**Barrister & Solicitor**

204-181 Eglinton Avenue East  
Toronto, Ontario M4P 1J4

Telephone: (416) 485-8833  
Fax: (416) 485-3246  
jackgreenberg@greenberglawyers.ca

June 22, 2010

Silver Streams Homes (Puccini) Inc.  
103 Naughton Blvd.  
Richmond Hill, Ontario  
L4C 8B3

**Re: Silver Streams Homes (Puccini) Inc. sale to RINAT BAIRAMGALINE and  
ALFIA BAIRAMGALINA of Lot 5 Plan 65M4156, Richmond Hill - 35  
Rossini Drive, Richmond Hill**

**TO: MY FEES FOR PROFESSIONAL SERVICES RENDERED in connection with the  
foregoing matter including receiving and taking instructions, preparation of all necessary  
documentation, attending to closing, advising you and reporting to you:**

|                                           |              |
|-------------------------------------------|--------------|
| MY FEES HEREIN INCLUSIVE OF DISBURSEMENTS | \$1,300.00   |
| GST @ 5%                                  | <u>65.00</u> |

|                     |            |
|---------------------|------------|
| TOTAL OUTSTANDING   | \$1,365.00 |
| LESS RECEIVED       | (1,365.00) |
| BALANCE OUTSTANDING | NIL        |

THIS IS MY RECEIPTED ACCOUNT

Jack Greenberg

E. & O. E.

Account No. 2009-025-005

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Statutory Declaration

THE LAND TITLES ACT

IN THE MATTER of the title to Lot 5 Registered Plan 65M4156, Town of Richmond Hill (the "Property")

AND IN THE MATTER OF the transfer of the Property from Silver Streams Homes (Puccini) Inc. (the "Vendor") to RINAT BAIKRAMGALINE and ALFIA BAIKRAMGALINA (the "Purchaser")

I, RINAT BAIKRAMGALINE, of the Town of Richmond Hill, in the Province of Ontario, SOLEMNLY DECLARE that:

1. I am the owner or one of the owners of the Property.
2. I hereby represent, warrant and covenant to Silver Streams Homes (Puccini) Inc. that:
  - a) the acquisition of the Property is for use as the primary place of residence for myself or a relation to myself as such terms are defined by the Excise Tax Act (Canada) (the "Act"), so as to qualify for a new housing GST rebate pursuant to Section 254 of the Act; and
  - b) that I have not otherwise claimed any rebate, refund or credit under the Act in respect of the Property.

AND I make this solemn Declaration conscientiously believing it to be true, and knowing it is of the same force and effect as if made under oath.

DECLARED before  
me at the CITY OF TORONTO in the  
PROVINCE OF ONTARIO  
this 22 day of June, 2010  
[Signature]  
A COMMISSIONER, ETC.

[Signature]  
RINAT BAIKRAMGALINE

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PURCHASER'S ACKNOWLEDGEMENT AND UNDERTAKING  
TO: SILVER STREAMS HOMES (PUCCINI) INC. (the "Vendor")

AND TO: JACK GREENBERG, ITS SOLICITOR

Re: Silver Streams Homes (Puccini) Inc. sale to KINAT BAIRAMGALINE and ALFIA BAIRAMGALINA of Lot 5 Plan 65M4156, Richmond Hill - 35 Rossini Drive, Richmond Hill (the "Premises")

IN CONSIDERATION of the closing of the above noted transaction and notwithstanding such closing, the Purchaser hereby undertakes, acknowledges, covenants and agrees to and with the Vendor as follows:

1. To readjust items on or omitted from the statement of adjustments, if necessary, forthwith upon written request therefor.
2. To allow the Vendor and any inspector, their servants, agents and workmen access to the Premises in order to complete and inspect any uncompleted work or correct any deficient work following the closing date including, but not limited to, completing, altering or correcting, grading, sodding, interior or exterior work when, in the Vendor's reasonable opinion, same is necessary, having regard to weather conditions, the Vendor's building schedule and the availability of materials and labour. The Vendor reserves to itself and the Purchaser agrees that the Vendor, its servants, agents or any other person authorized by the Vendor shall have free access at all reasonable hours to the lands and buildings comprising the Premises in order to make inspections or to do any work or repairs therein or thereon which the Vendor may deem necessary, or for the purposes of construction on the Premises or any adjoining properties.
3. That the Purchaser will not without the prior written authority of the Vendor (which may be arbitrarily withheld) interfere with or alter the drainage, obstruct the natural flow of water or obstruct the drainage as designed and engineered by the Vendor, erect fences, clothes-lines or obstructions of any kind, remove top soil, sub-soil, cut down living trees or do anything which may change or alter the grading or obstruct the drainage of the Premises or surrounding premises in any way and if the Purchaser does, the Vendor or its servants, successors, agents and assigns may enter thereon and correct such grading or remove such obstructions at the Purchaser's expense and the Purchaser shall pay the Vendor the cost of rectification thereof forthwith on demand. The Purchaser shall adhere to the overall drainage patterns of the development, including such easements as may exist or may be required for the purpose of water drainage upon the Premises and to and from adjoining lands, and the Purchaser agrees to grant such easement(s) as may be required from time to time by the Vendor for drainage or for the installation and/or maintenance of municipal or other services.
4. The Purchaser agrees to be solely responsible for watering and general maintenance of and from the closing date or from the date that sod is laid, whichever shall be later, and the Vendor shall have no obligation in that regard whatsoever.
5. To pay to the Vendor all amounts to correct and remedy all damage caused by the Purchaser or those for whom the Purchaser is in law responsible, to any services installed within the development which services shall without limitation include survey stakes, landscaping, trees, curbs, cuts, streets, roads, sidewalks, street signs, street lighting, sanitary and storm sewers and any underground services installed by or on behalf of any public or private utilities.
6. The Purchaser acknowledges that the Vendor's only obligation shall be to rectify defects pursuant to the terms of the warranty under the Tarion New Home Warranties Plan Act.
7. The Purchaser covenants and agrees not to finish the whole or any part of the basement of the dwelling for a period of twenty-four (24) months after the closing date. The Purchaser agrees that in the event that there is any water leakage into the basement or any other damage of any kind whatsoever which the Vendor shall be required at law to repair, the Vendor shall not be liable for any consequential damages caused by the water seepage or rupture, back-up, leakage or other malfunction or defect of the plumbing, storm or sanitary sewers or drainage systems nor for any damage to any improvements, fixtures, furnishings or personal property of the Purchaser but shall be responsible only for the repair of such damage or leakage in accordance with the terms hereof.
8. The Purchaser covenants that forthwith after closing, the Purchaser shall take all necessary steps, including the payment of all ordinary service charges, in order to assume, hydro, gas, water, cable TV charges and any other services immediately upon closing. The Purchaser further agrees to assume, accept, permit or grant whatever rights, licences or easements as may be required by the Municipality, the Vendor, or any public utility or telephone company or other hydro-

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electric, gas, telephone, cable TV, municipal or other services over the Premises provided that such rights or easements shall not interfere with the dwelling erected upon the Premises.

9. The Purchaser acknowledges and agrees that if, upon closing, any of the extras ordered by the Purchaser remain incomplete in whole or in part, or if the Vendor, shall, in its sole discretion, determine that it will not provide extras or cannot complete the extras, then there shall be refunded to the Purchaser, upon closing, that portion of the amount paid by the Purchaser in connection with such extras allocated to those extras which remain incomplete in whole or in part, as aforesaid, as determined by the Vendor. The Purchaser further acknowledges and agrees that the amount so paid to the Purchaser (or for which in the alternative the Purchaser received credit in the statement of adjustments) shall be accepted by the Purchaser with respect to the extras which remain incomplete as aforesaid. The Purchaser further acknowledges that the Vendor's liability with respect to such incomplete extras shall be limited to the return of the amounts referred to aforesaid and thereafter there shall be no further liability upon the Vendor in connection with such incomplete extras and upon such payment being made or credit being given, the Vendor shall be deemed to have been released from any and all obligations, claims or demands whatsoever, with respect to such incomplete extras.

10. The Purchaser acknowledges that despite the inclusion of noise control features within the development and/or within the Premises, the noise levels may be of concern and occasionally interfering with some activities of the dwelling occupants.

11. The Purchaser acknowledges that in order to achieve an acceptable indoor living environment, the Purchaser may find it necessary to equip the Premises with a central air conditioning system. If air conditioning is to be installed after closing, the condenser unit must be located in a noise insensitive area.

12. The Purchaser further acknowledges that students from this development may have to attend existing schools, outside of their immediate neighbourhood. The Purchaser further acknowledges that a school will not be built in or around the development.

13. Despite the efforts of the Board of Education, sufficient accommodation may not be available for all anticipated students in neighbourhood schools. The Purchaser hereby acknowledges receipt of notice that some students may be accommodated in temporary facilities or bused to schools outside of the area, according to the Board's Transportation Policy. The Purchaser hereby acknowledges notice to contact the Planning and Resources Department of the Board of Education to determine the exact schools.

14. The Purchaser(s) agree (s) that for all purposes of transportation to school, the residents of the development shall agree that children will meet the bus on roads presently in existence or at another designated place convenient to the Board.

15. The Purchaser acknowledges and agrees that he/she/they will occupy the dwelling forthwith after completion of the sale transaction as their personal principal residence.

16. The Purchaser hereby consents to any application that may be made by the Vendor for a rezoning of certain blocks or lots or parts thereof, adjacent to or near the Premises.

17. The Purchaser acknowledges that, save for such items of construction or finishing which the Vendor has specifically entitled the Purchaser to make or approve selection(s), all other items of construction and finishing, including without limitation, colour, material, style, size and alike, and all exterior materials in finishing, shall be selected exclusively by the Vendor. The Vendor shall have the right to substitute materials for those designated in the Plans and/or specifications provided the quality is equal or better and also to make minor changes in plans, siting or other specifications provided there is no objection from the City of Toronto.

18. The Purchaser agrees to execute such further and other documentation and assurances as may be required to more effectually carry out the within undertaking and acknowledges that the covenants, agreements and obligations of the Purchaser contained in the Agreement of Purchase and Sale for the Premises are joint and several, if applicable, and shall survive the closing of the within transaction.

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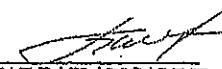
19. If any covenant, obligation or agreement or part thereof on the application thereof to any person or circumstances shall be found to be invalid or unenforceable then such covenants, obligations or agreements or part thereof shall be deemed to be severable and shall not affect the validity or enforceability of any other provisions or covenant hereof.

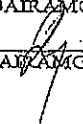
20. The Purchaser's covenants and agreements contained in this acknowledgement shall not merge and shall survive the closing of this transaction.

IN WITNESS WHEREOF the undersigned has duly executed this undertaking and agreement this 22nd day of June, 2010.

SIGNED, SEALED AND DELIVERED  
in the presence of

  
Name: REGINA SIMUKOFF  
Address: 1000 FINCH AVE W # 702  
TORONTO, ON

  
RINAT BAIKAMGALINE

  
ALFIA BAIKAMGALINA

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**JACK GREENBERG**  
**Barrister & Solicitor**

204-181 Eglinton Avenue East  
Toronto, Ontario M4P 1J4

Telephone: (416) 465-8833  
Fax: (416) 465-3246  
jackgreenberg@greenberglawyers.ca

May 4, 2012

File No. 2010-044-019

Silver Streams Homes (Puccini) Inc.  
103 Naughton Blvd.  
Richmond Hill, Ontario  
L4C 8B3

Dear Sirs:

Re: Silver Streams Homes (Puccini) Inc. sale to YURI MOSPAN AND LUBOV  
MOSPAN of Lot 019 Plan 65M 4249, Richmond Hill - 92 Puccini Drive,  
Richmond Hill

I am pleased to advise that the above-noted transaction was successfully completed on May 4, 2012 and I am pleased to set out my report herein.

AGREEMENT OF PURCHASE AND SALE

Pursuant to the terms of the agreement of purchase and sale, the gross purchase price for the aforementioned lands and premises was the sum of \$1,020,990.00. In addition and as provided in the agreement of purchase and sale, you received deposits in the aggregate amount of \$40,000.00 and the purchaser received credit on the statement of adjustments for same.

HST REBATES

Based on the Agreement, you extracted the HST from the price to show the true net price. You prepared the HST Application and I have returned it herewith together with all the supporting documents all executed by the Purchaser so you can claim the rebate.

REALTY TAXES

The current year's taxes were adjusted based on the estimated realty taxes of \$2,500.00. Your share up to and including the day before closing was \$846.99. As we adjusted on the basis that you will pay \$2,500.00, you received credit for \$1,653.01 as your overpayment. You must pay the first \$2,500.00 of the realty taxes for 2012.

ADDITIONAL ADJUSTMENTS

The following additional adjustments were made based on the Statement of Adjustments based on the Agreement with the Purchaser

- 1) Taron Warranty Enrollment fee of \$1400.00 plus HST of \$182.00 for a total of \$1582.00.

Silver Streams Homes (Puccini) Inc.  
Page 2  
May 4, 2012

a) Security Deposit: \$ 500.00

#### BALANCE DUE ON CLOSING

In accordance with the statement of adjustments the balance due on closing was \$983,735.01. The exact source and application of funds is set out on my trust funds application sheet enclosed herewith for your reference but which may be itemized as follows:

1. The Purchaser received credit for the aggregate deposit(s) of \$40,000.00;
2. My legal fees, disbursements and HST were in the amount of \$1,695.00. The Law Society Levy was \$73.45 and the registration costs for the discharges were \$356.50;
2. Based on arrangements with the existing mortgagees, the Bank of Montreal received part of the net proceeds in the amount of \$426,537.00 representing their loan advances for this lot of \$351,537.00 plus \$75,000.00 for the cash collateralization of the Letters of Credit;
3. Based on your arrangements with Con-Drain Company (1983) Limited, they were to receive \$60,000.00 from the closing proceeds. I paid \$50,000.00 from this to them from the sale proceeds. I held back \$11,500.00 pending receipt from them of the interest calculation;
4. There was a balance remaining to you of \$494,563.06;

In connection with closing, I received the undertaking of the purchaser(s) to readjust all items on the statement of adjustments. Their undertaking in this regard is enclosed herewith. You provided them with a similar undertaking to readjust and in addition to pay all utilities to the date of closing and to provide vacant possession on closing.

#### MISCELLANEOUS DOCUMENTATION

In connection with the completion of the transaction I have enclosed herewith the following additional documentation which was either delivered or received on closing:

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Silver Streams Homes (Puccini) Inc.  
Page 3  
May 4, 2012

1. Your Statutory Declaration confirming your residency in Canada under the Income Tax Act and Family Law Matters;
2. Your Direction for Funds and my re-direction of funds;
3. Your Undertaking, Direction and Redirection;

I trust this transaction was completed in accordance with your instructions and to your full satisfaction and that the foregoing report is clear. However, should you have questions with respect to any phase of this transaction please feel free to contact me. I appreciate the opportunity to have been of service to you and look forward to being of further service to you. My receipted statement of account is enclosed.

Personal regards,

Jack Greenberg

JG\*/lb

Enclosures

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**JACK GREENBERG**  
**Barrister & Solicitor**

204-181 Eglinton Avenue East  
Toronto, Ontario M4P 1J4

Telephone: (416) 485-8833  
Fax: (416) 485-2246  
jackgreenberg@greenberglawyers.ca

May 4, 2012

Silver Streams Homes (Puccini) Inc.  
103 Naughton Blvd.  
Richmond Hill, Ontario  
L4C 8B3

Re: Silver Streams Homes (Puccini) Inc. sale to YURI MOSPAN AND LUBOV  
MOSPAN of Lot 019 Plan 65M 4249, Richmond Hill - 92 Puccini Drive,  
Richmond Hill

TO: MY FEES FOR PROFESSIONAL SERVICES RENDERED in connection with the  
foregoing matter including receiving and taking instructions, preparation of all necessary  
documentation, attending to closing, advising you and reporting to you:

|                                           |            |
|-------------------------------------------|------------|
| MY FEES HEREIN INCLUSIVE OF DISBURSEMENTS | \$1,500.00 |
| HST @ 13%                                 | 195.00     |

Disbursements

|                                  |           |
|----------------------------------|-----------|
| LSUC Levy                        | 73.45     |
| Registrations                    |           |
| Registration Fees-discharges (5) | \$ 356.50 |

|                   |            |
|-------------------|------------|
| TOTAL OUTSTANDING | \$2,124.95 |
|-------------------|------------|

|               |            |
|---------------|------------|
| LESS RECEIVED | (2,124.95) |
|---------------|------------|

|                     |     |
|---------------------|-----|
| BALANCE OUTSTANDING | NIL |
|---------------------|-----|

THIS IS MY RECEIPTED ACCOUNT

Jack Greenberg

E. & O. E.

Account No. 2010-044-019

HST No. 112714068

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## STATEMENT OF ADJUSTMENTS

Vendor: Silver Streams Homes (Puccini) Inc.

Purchaser: YURI MOSPAN AND LUBOV MOSPAN

Property: Lot 019, Plan 65M 4249, Richmond Hill - 92 Puccini Drive,  
Richmond Hill

Adjustment Date: Adjusted as at May 4, 2012 (124 Days)

Sale Price

Agreed Sale Price: \$1,020,990.00

-HST: 117,459.03

=Net Sale Price:

Credit Vendor (Net Sale Price:)

\$903,530.97

GST ON SALE PRICE

Calculated at 13% of \$902,654.86

Credit Vendor:

\$117,459.03

## HST REBATE

24,000.00

HST-REBATE ASSIGNED TO VENDOR

Based on net sale price of \$902,654.86

Federal portion: \$0.00

Ontario portion: \$24,000.00

Initial Deposit

Credit Purchaser \$20,000.00

Additional Deposits

Credit Purchaser 20,000.00

Taxes: Estimated 2012 \$ 2,500.00

Vendor's portion \$846.99

Vendor will pay \$2,500.00

Allow Vendor

1,653.01

Tarion Warranty Corporation

Registration Number of Vendor: 34331

Pursuant to Schedule "A" Subparagraph 13(a) of Agreement

Enrollment Fee: \$ 1400.00

HST @ 13%: \$ 182.00

Credit Vendor

1582.00

SECURITY DEPOSIT

Based on Schedule "A" Subparagraph 13 (c)

Credit Vendor

500.00

Balance Due on Closing

payable to Jack Greenberg, in trust

or as he may direct \*

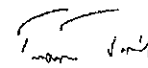
\$984,725.01

\$1,048,725.01

\$1,048,725.01

E. &amp; O. E.

- Any Supplementary tax bills issued after closing are the Purchaser's sole responsibility.



Trust Ledger

Re: Silver Streams Homes (Puccini) Inc. sale to YURI MOSPAN AND LUBOV  
MOSPAN of Lot 019 Plan 65M 4249, Richmond Hill - 92 Puccini Drive,  
Richmond Hill

Received Balance Due on Closing

\$984,725.01

Paid

1. Legal Fees and Disbursements  
and HST-Sale Transaction

\$1,695.00

L.SUC Levy

\$ 73.45

Registration Fees-discharges (4)

\$ 356.50

Total

\$ 2,124.95

2. Paid to Mortgages

a) Bank of Montreal

426,537.00

3. Paid to Con-Drain Company (1983) Limited  
Interest holdback

\$50,000.00

11,500.00

4. Balance to You

494,563.06

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\$984,725.01

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\$984,725.01

E. & O. E.

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ACKNOWLEDGEMENT AND DIRECTION

To: Jack Greenberg  
(insert lawyer's name)

AND TO: Jack Greenberg Law Office  
(insert Firm name if applicable)

RE: Sale of 92 Puccini Drive, Town of Richmond Hill  
(insert brief description of transaction)

This will confirm that:

- I/we have reviewed the information set out in the attached schedule, and that the information is accurate;
- You are authorized and directed to register electronically on my behalf the document(s) described in this Acknowledgement and Direction as well as other document(s) required to complete the transaction described above;
- You are authorized and directed to enter into an escrow closing arrangement substantially in the form of the Document Registration Agreement which you have shown and discussed with the undersigned and I/we acknowledge that I/we shall be bound by the terms of that Agreement.
- The effect of the electronic documents described in this Acknowledgement and Direction has/have been fully explained to me/us and I/we understand that I/we are parties to and bound by the terms and provisions of these electronic document(s) to the same extent as if I/we had signed these documents; and
- I/we are in fact parties named in the electronic documents described in this Acknowledgement and Direction and I/we have not misrepresented our identities to you.

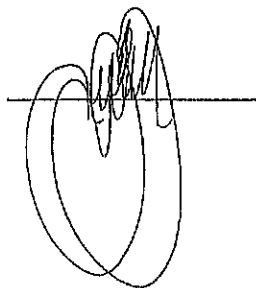
DESCRIPTION OF DOCUMENTS TO BE SIGNED AND REGISTERED ELECTRONICALLY:

1. Transfer- in the form attached hereto

In addition to the foregoing, the undersigned approves the calculations on the Statement of Adjustments for this transaction.

Dated at Toronto, this 4th day of May, 2012.

Witness: (as to all signatures, if applicable)



Silver Streams Homes (Puccini) Inc.

Per: Imran Jinnah

Imran Jinnah-A.S.O.

I have authority to bind the Corporation

2147650 Ontario Inc.

Per: Imran Jinnah

Imran Jinnah-A.S.O.

I have authority to bind the Corporation

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LRO # 65 Transfer

In preparation on 2012 04 23 at 16:23

This document has not been submitted and may be incomplete.

yyyy mm dd Page 1 of 1

### Properties

PIN 03208 - 3436 LT Interest/Estate Fee Simple  
 Description LOT 19, PLAN 65M4249; TOWN OF RICHMOND HILL  
 Address RICHMOND HILL

### Consideration

Consideration \$ 903,530.97

### Transferor(s)

The transferor(s) hereby transfers the land to the transferee(s).

Name 2147650 ONTARIO INC.  
 Acting as a company  
 Address for Service C/O SUITE 204  
 181 EGLINTON AVENUE EAST  
 TORONTO, ONTARIO  
 M4P 1J4

I, IMRAN JINNAH, PRESIDENT, have the authority to bind the corporation.

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

| Transferee(s)                                         | Capacity      | Share |
|-------------------------------------------------------|---------------|-------|
| Name MOSPAN, YURI<br>Acting as an Individual          | Joint Tenants |       |
| Date of Birth 1972 10 05                              |               |       |
| Address for Service 92 PUCCINI DRIVE<br>RICHMOND HILL |               |       |
| Name MOSPAN, LUBOV<br>Acting as an Individual         | Joint Tenants |       |
| Date of Birth 1972 01 25                              |               |       |
| Address for Service 92 PUCCINI DRIVE<br>RICHMOND HILL |               |       |

### Statements

Schedule: See Schedules

### Calculated Taxes

Provincial Land Transfer Tax \$14,545.62

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| LAND TRANSFER TAX STATEMENTS                                                                                                                                                                                                                                   |                                                                                                                                    |                         |                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|-------------------------|--------------------|
| In the matter of the conveyance of: 03206 - 3436 LOT 19, PLAN 65M4249; TOWN OF RICHMOND HILL                                                                                                                                                                   |                                                                                                                                    |                         |                    |
| BY:                                                                                                                                                                                                                                                            | 2147650 ONTARIO INC.                                                                                                               |                         |                    |
| TO:                                                                                                                                                                                                                                                            | MOSPAN, YURI                                                                                                                       | Joint Tenants           | % (all PINs)       |
|                                                                                                                                                                                                                                                                | MOSPAN, LUBOV                                                                                                                      | Joint Tenants           | % (all PINs)       |
| 1. MOSPAN, YURI AND MOSPAN, LUBOV                                                                                                                                                                                                                              |                                                                                                                                    |                         |                    |
| I am                                                                                                                                                                                                                                                           |                                                                                                                                    |                         |                    |
| <input type="checkbox"/> (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;                                                                                                                                 |                                                                                                                                    |                         |                    |
| <input type="checkbox"/> (b) A trustee named in the above-described conveyance to whom the land is being conveyed;                                                                                                                                             |                                                                                                                                    |                         |                    |
| <input checked="" type="checkbox"/> (c) A transferee named in the above-described conveyance;                                                                                                                                                                  |                                                                                                                                    |                         |                    |
| <input type="checkbox"/> (d) The authorized agent or solicitor acting in this transaction for _____ described in paragraph(s) ( ) above.                                                                                                                       |                                                                                                                                    |                         |                    |
| <input type="checkbox"/> (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for _____ described in paragraph(s) ( ) above.                                                                                        |                                                                                                                                    |                         |                    |
| <input type="checkbox"/> (f) A transferee described in paragraph ( ) and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph ( ) and as such, I have personal knowledge of the facts herein deposed to. |                                                                                                                                    |                         |                    |
| 2. I have read and considered the definition of "single family residence" set out in subsection 1(1) of the Act herein:                                                                                                                                        |                                                                                                                                    | The land being conveyed |                    |
| contains at least one and not more than two single family residences.                                                                                                                                                                                          |                                                                                                                                    |                         |                    |
| 3. The total consideration for this transaction is allocated as follows:                                                                                                                                                                                       |                                                                                                                                    |                         |                    |
| (a) Money paid or to be paid in cash                                                                                                                                                                                                                           |                                                                                                                                    | 903,530.97              |                    |
| (b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)                                                                                                                                                                  |                                                                                                                                    | 0.00                    |                    |
| (ii) Given Back to Vendor                                                                                                                                                                                                                                      |                                                                                                                                    | 0.00                    |                    |
| (c) Property transferred in exchange (detail below)                                                                                                                                                                                                            |                                                                                                                                    | 0.00                    |                    |
| (d) Fair market value of the land(s)                                                                                                                                                                                                                           |                                                                                                                                    | 0.00                    |                    |
| (e) Liens, legacies, annuities and maintenance charges to which transfer is subject                                                                                                                                                                            |                                                                                                                                    | 0.00                    |                    |
| (f) Other valuable consideration subject to land transfer tax (detail below)                                                                                                                                                                                   |                                                                                                                                    | 0.00                    |                    |
| (g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))                                                                                                                                                          |                                                                                                                                    | 903,530.97              |                    |
| (h) VALUE OF ALL CHATTELS - Items of tangible personal property                                                                                                                                                                                                |                                                                                                                                    | 0.00                    |                    |
| (i) Other considerations for transaction not included in (g) or (h) above                                                                                                                                                                                      |                                                                                                                                    | 0.00                    |                    |
| (j) Total consideration                                                                                                                                                                                                                                        |                                                                                                                                    | 903,530.97              |                    |
| PROPERTY Information Record                                                                                                                                                                                                                                    |                                                                                                                                    |                         |                    |
| A. Nature of Instrument:                                                                                                                                                                                                                                       | Transfer                                                                                                                           |                         |                    |
|                                                                                                                                                                                                                                                                | LRO 65                                                                                                                             | Registration No.        | Date:              |
| B. Property(s):                                                                                                                                                                                                                                                | PIN 03206 - 3436                                                                                                                   | Address                 | Assessment Roll No |
|                                                                                                                                                                                                                                                                |                                                                                                                                    | RICHMOND HILL           | -                  |
| C. Address for Service:                                                                                                                                                                                                                                        | 92 PUCCINI DRIVE<br>RICHMOND HILL                                                                                                  |                         |                    |
| D. (i) Last Conveyance(s):                                                                                                                                                                                                                                     | PIN 03206 - 3436 Registration No.                                                                                                  |                         |                    |
| (ii) Legal Description for Property Conveyed:                                                                                                                                                                                                                  | Same as in last conveyance? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not known <input type="checkbox"/> |                         |                    |

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AND RESERVING unto the Transferor, its successors and assigns, a right in the nature of an easement or licence exercisable at any and all times and after the registration date of this transfer, to enter upon any part of the lands being transferred hereunder, by its officers, servants, agents and contractors for a period of ten (10) years from the date of registration of this transfer, or until the assumption of the services on Plan 65M 4249 by the Corporation of the Town of Richmond Hill, whichever event occurs earlier, for the purpose of maintaining, repairing, regrading or rectifying, regrading and installing such grading, piping, catch-basins, grates or other remedial work and for the purpose of sodding, tree planting and landscaping and the erection and installation of any features, monuments or other structures on the land being transferred hereunder as are necessary to comply with the provisions of any agreement with or direction from the local or regional municipalities, the local public utilities commissions or any other governmental authority. The benefit of this easement, licence or right-of way hereinbefore described shall be annexed to and run with each and every lot and block or part thereof located within Plan 65M 4249 registered in the name of the Transferor on the date of registration of this transfer.

## Statutory Declaration

## THE LAND TITLES ACT

IN THE MATTER of the title to Lot 019, Registered Plan 65M 4249, Town of Richmond Hill, Ontario (the "Property")

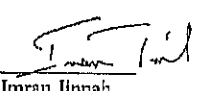
AND IN THE MATTER OF the transfer of the Property from Silver Streams Homes (Puccini) Inc. (the "Vendor") to YURI MOSPAN AND LUBOV MOSPAN (the "Purchaser")  
I, Imran Jinnah, President of Silver Streams Homes (Puccini) Inc., of the Town of Richmond Hill, in the Province of Ontario, SOLEMNLY DECLARE that:

1. I am the President of Silver Streams Homes (Puccini) Inc. (the vendor in the above mentioned transaction) and as such have knowledge of the matters hereinafter deposed to.
2. Silver Streams Homes (Puccini) Inc. is not now a non-resident of Canada and subsequent to the closing of the aforesaid transaction will not be a non-resident of Canada within the meaning of the Income Tax Act as amended.
3. The Property has never been occupied by any of the directors or shareholders of the Vendor and/or any of their respective spouses and same does not constitute a family asset or matrimonial home under The Family Law Act of Ontario (as amended).
4. The Vendor has fully complied with the Subdivision Agreement registered as # YR 1551743 and also is not in default under any other agreements (whether registered on title or not) to the extent any of same may still be applicable or in force with respect to the Property.
5. The Vendor agrees to indemnify the Purchaser with respect to any construction liens which may arise with respect to work performed by the Vendor or its agents on the Property and to complete any outstanding work in a good and workmanlike manner in accordance with the Agreement of Purchase and Sale.

AND I make this solemn Declaration conscientiously believing it to be true, and knowing it is of the same force and effect as if made under oath.

DECLARED before  
me at the City of Toronto, in the  
Municipality of Metropolitan Toronto,  
this 4th day of May, 2008

)  
)  
)  
)  
)

  
Imran Jinnah

A COMMISSIONER/ETC.

Direction, Undertaking, Warranty and Bill of Sale

TO: YURI MOSPAN AND LUBOV MOSPAN (collectively the "Purchaser(s)")

AND TO: Victor Nikitine, their solicitor(s)

Re: Silver Streams Homes (Puccini) Inc. sale to YURI MOSPAN AND LUBOV MOSPAN of Lot 019  
Plan 65M 4249, Richmond Hill - 92 Puccini Drive, Richmond Hill

DIRECTION

THE UNDERSIGNED hereby authorizes and directs you to make funds payable with respect to the above-noted transaction to Jack Greenberg, in trust, or as he may direct, and for so doing this shall be your full and sufficient authority.

UNDERTAKING

THE UNDERSIGNED, in consideration of the closing of the above-noted transaction, hereby undertakes as follows:

1. To pay all realty taxes and related penalties in accordance with the Statement of Adjustments; and
2. To readjust any items on or omitted from the statement of adjustments that may require same to the date of closing;
3. To provide an Occupancy Certificate forthwith upon receipt of same after closing
4. To pay all utilities to the date of closing;
5. To complete any outstanding items as soon as possible after closing weather permitting.
6. To hold the Purchaser's Security Deposit of \$ 500.00 and apply or deal with same pursuant to the provisions of the Agreement of Purchase and Sale between the Vendor and Purchaser(s).

WARRANTY

THE UNDERSIGNED hereby warrants and represents that, to the best of its knowledge, the Property has not been insulated with Urea Formaldehyde Foam Insulation and that all chattels, fixtures and additional items sold under the agreement of purchase and sale are the property of the vendor and are free and clear of all encumbrances and will be left on the Property on closing.

BILL OF SALE

THE UNDERSIGNED, in consideration of other good and valuable consideration and the sum of TWO (\$2.00) DOLLARS (the receipt and sufficiency of which is hereby acknowledged), hereby transfers and sets over to you:

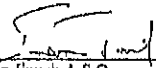
all chattels situate on the premises municipally known as 92 Puccini Drive, Richmond Hill and as set out in the Agreement of Purchase and Sale for the within Transaction.

THE UNDERSIGNED hereby covenants that it is the lawful owner of the aforesaid chattels and fixtures hereby transferred; and no other person firm or corporation has any interest whatsoever therein, or any claim, lien or charge thereon; and that it is entitled to sell and transfer the said chattels and fixtures.

The Undersigned hereby assigns, to the extent it is entitled to do so without any third party consent thereto, to the Purchaser(s) any and all warranties and guarantees applicable to any of such chattels and fixtures.

DATED at Toronto this 4th day of May, 2012.

SILVER STREAMS HOMES (PUCCINI) INC.

Per:   
Imran Jinnah - A.S.O.  
I have authority to bind the Corporation

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AGREEMENT AND ACKNOWLEDGEMENT

TO: Silver Streams Homes (Puccini) Inc. (the "Vendor")

AND TO: Jack Greenberg, its solicitor

Re: Vendor : Silver Streams Homes (Puccini) Inc.  
Purchaser : YURI MOSPAN AND LUBOV MOSPAN (collectively the  
"Purchaser")  
Property : Lot 019, Plan 65M 4249, Richmond Hill - 92 Puccini Drive,  
Richmond Hill (the "Property")

IN CONNECTION WITH THE AFORESAID TRANSACTION and pursuant to the Agreement of Purchase and Sale for the Property between the Vendor and Purchaser, each of the undersigned hereby acknowledge and agree that the said Agreement of Purchase and Sale is hereby amended by including therein the provisions of the attached Schedule "A" to the extent it/they/is/are applicable to the Property effective as of the date of the acceptance of the said Agreement of Purchase and Sale.

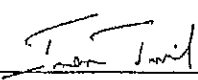
The parties hereto agree that this Agreement and Acknowledgement may be executed in counterpart or counterparts and when attached to each other shall constitute one original document.

DATED at \_\_\_\_\_, this 4th day of May, 2012.

\_\_\_\_\_  
YURI MOSPAN

\_\_\_\_\_  
LUBOV MOSPAN

SILVER STREAMS HOMES (PUCCINI) INC.

PER: \_\_\_\_\_  


Imran Jinnah-President

I have authority to bind the Corporation

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SCHEDULE "A"

RETAINING WALLS

PURCHASERS ARE ADVISED THAT WHERE RETAINING WALLS ARE SHOWN ON THE LOT GRADING PLAN ATTACHED AS SCHEDULE "K" TO THE SUBDIVISION AGREEMENT BETWEEN THE TOWN OF RICHMOND HILL (THE "TOWN") AND THE DEVELOPER (THE "SUBDIVISION AGREEMENT") FOR THIS PLAN OR ON THE INDIVIDUAL LOT GRADING PLAN(S) FILED PURSUANT TO SECTION A.21 OF THE SUBDIVISION AGREEMENT, IT IS THE REQUIREMENT OF THE TOWN THAT SUCH RETAINING WALLS BE CONSTRUCTED ON PRIVATE PROPERTY AND THAT THEY BE MAINTAINED BY THE INDIVIDUAL OWNERS OF THE LOT(S). FURTHER, PURCHASERS ARE ADVISED THAT THE INDIVIDUAL LOT GRADING PLAN(S) FILED PURSUANT TO THE SAID SECTION A.21 MAY RESULT IN A CHANGE TO THE GRADING PLAN AND FEATURES SHOWN ON SCHEDULE "K" OF THE SUBDIVISION AGREEMENT. PURCHASERS SHOULD CONTACT THE TOWN ENGINEERING DEPARTMENT TO REVIEW THE APPROVED INDIVIDUAL LOT GRADING PLAN(S).

GRADING DETAILS

PURCHASERS ARE ADVISED THAT THE TOWN HAS RESERVED THE RIGHT TO AMEND THE PROVISIONS AND DETAILS SHOWN ON SCHEDULE "K" TO THE SUBDIVISION AGREEMENT FOR THIS PLAN BY EITHER AN AMENDMENT TO THE SUBDIVISION AGREEMENT (WHICH MAY OR MAY NOT BE REGISTERED ON TITLE) OR BY THE APPROVAL OF (OR AMENDMENT OF) THE INDIVIDUAL LOT GRADING PLAN(S) FILED PURSUANT TO SECTION A.21 OF THE SUBDIVISION AGREEMENT. PURCHASERS ARE FURTHER ADVISED THAT SUCH AMENDMENTS MAY RESULT IN ALTERATIONS TO ANY FEATURES SHOWN ON SCHEDULE "K" OR THE ADDITION OF FEATURES NOT SHOWN ON SCHEDULE "K", INCLUDING BUT NOT LIMITED TO RETAINING WALLS. PURCHASERS ARE ADVISED TO CONSULT WITH THE CONSTRUCTION SECTION OF THE TOWN'S TRANSPORTATION AND WORKS DEPARTMENT TO ASCERTAIN THE DETAILS OF THE APPROVED GRADING FOR ANY INDIVIDUAL LOT AND ARE CAUTIONED NOT TO RELY SOLELY UPON THE PROVISIONS AND DETAILS SHOWN ON SCHEDULE "K".

COMMUNITY MAIL BOXES

NOTWITHSTANDING CURRENT OBJECTIONS OF THE TOWN OF RICHMOND HILL TO THIS POLICY, IT IS LIKELY THAT THERE WILL BE NO DOOR-TO-DOOR MAIL DELIVERY. PURCHASERS ARE ADVISED THAT CANADA POST CORPORATION INTENDS TO SERVICE THIS PROPERTY THROUGH THE USE OF COMMUNITY MAIL BOXES OR GROUP BOXES AND DOES NOT INTEND TO IMPLEMENT DOOR-TO-DOOR MAIL DELIVERY TO IT IN THE FUTURE.

PUBLIC TRANSIT SYSTEM

THE REGION OF YORK (THE "REGION") AND THE TOWN OF RICHMOND HILL ARE COMMITTED TO PROVIDING AN EXTENSIVE PUBLIC TRANSIT SYSTEM WITHIN THE TOWN.

PUBLIC TRANSIT IS A SERVICE UNDER THE JURISDICTION OF THE REGION.

IT IS POSSIBLE THAT A PUBLIC TRANSIT ROUTE WILL BE ESTABLISHED THROUGH THIS SUBDIVISION OR PART OF IT IN THE FUTURE. THE REGION RESERVES THE RIGHT TO PROMOTE THE INTRODUCTION A BUS ROUTE ON ANY STREET IN ORDER TO REACH THE GOAL OF PROVIDING AN EXTENSIVE TRANSIT SYSTEM. THIS WILL INCLUDE BUS-STOPS AND BUS SHELTERS.

FOR INFORMATION ON EXISTING TRANSIT SERVICES AS WELL AS POSSIBLE FUTURE TRANSIT SERVICES, PURCHASERS SHOULD CONTACT YORK REGION TRANSIT AT 905-762-2100 OR 1-866-668-3978 FOR YRT ROUTE MAPS, FUTURE PLAN MAPS OR THEY MAY VISIT THE REGION'S TRANSIT WEB SITE AT TRANSITINFO@YORK.CA.

PLACEMENT OF OBJECTS WITHIN PUBLIC HIGHWAYS

PURCHASERS ARE ADVISED THAT THEY ARE NOT PERMITTED TO PLACE, OR PERMIT TO BE PLACED, ANY FENCE, TREE, SHRUB, BUSH, HEDGE, LANDSCAPE BERM, SIGNBOARD OR OTHER OBJECT WITHIN A PUBLIC HIGHWAY OR WITHIN THE LANDS LAID OUT ON THE PLAN FOR A PUBLIC HIGHWAY, WHETHER OR NOT SUCH LANDS ACTUALLY CONTAIN A PAVED PORTION OF A PUBLIC HIGHWAY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PURCHASERS ARE ADVISED THAT NO DRIVEWAY CURB OR PILLAR MAY BE PLACED WITHIN A PUBLIC HIGHWAY OR WITHIN THE LANDS LAID OUT ON THE PLAN FOR A PUBLIC HIGHWAY, WHETHER OR NOT SUCH LANDS ACTUALLY CONTAIN A PAVED PORTION OF A PUBLIC HIGHWAY AND NO DRIVEWAY PLACED WITHIN SUCH LANDS SHALL BE CONSTRUCTED OR ALTERED SO AS TO INTERFERE WITH THE OPERATION OF ANY MUNICIPAL SERVICE, SUCH AS SNOW REMOVAL EQUIPMENT.

RIGHT OF ENTRY

THE PURCHASERS ARE HEREBY ADVISED THAT SECTION A.21 OF THE SUBDIVISION AGREEMENT PROVIDES THAT THE TOWN SHALL HAVE THE RIGHT TO ENTER UPON THE LANDS IN ORDER TO CARRY OUT LOT GRADING IN ACCORDANCE WITH THAT SECTION.

LOT GRADING SECURITY

PURCHASERS ARE ADVISED THAT THE LOT GRADING SECURITY DELIVERED TO THE TOWN PURSUANT TO THE SUBDIVISION AGREEMENT IS ASSURANCE FOR THE SOLE BENEFIT OF THE TOWN THAT THE DEVELOPER WILL COMPLY WITH THE REQUIREMENTS FOR LOT GRADING TO THE SATISFACTION OF THE TOWN. IT IS IN THE NATURE OF A DIRECT RELATIONSHIP BETWEEN THE TOWN AND THE FINANCIAL INSTITUTION ISSUING THE SECURITY AND MAY BE REALIZED UPON BY THE TOWN ONLY IN ACCORDANCE WITH AND FOR THE PURPOSES SET OUT IN THE SUBDIVISION AGREEMENT. IF THE PURCHASER PAYS THE DEVELOPER OR ANY OTHER PARTY ANY AMOUNT TO SECURE OR REIMBURSE THE DEVELOPER OR ANY SUCH OTHER PARTY FOR THE LOT GRADING SECURITY THE RECOVERY OF THAT SECURITY FROM THE DEVELOPER (OR OTHER THIRD PARTY) IS A PRIVATE MATTER BETWEEN THE PURCHASER AND THE PAYEE. THE TOWN WILL NOT BE ABLE TO REALIZE UPON THE SECURITY TO REIMBURSE THE PURCHASER UNDER ANY CIRCUMSTANCES.

IMPORTANT NOTICE TO PURCHASERS

AN APPLICATION HAS BEEN MADE FOR THIS PROJECT AND ALL APPROVALS REQUIRED FOR THE ISSUANCE OF BUILDING PERMITS FOR THIS PROJECT MAY NOT HAVE BEEN GRANTED. FOR FURTHER INFORMATION, CALL THE TOWN OF RICHMOND HILL PLANNING DEPARTMENT AT 771-8910, FILE 19T-98004, PHASE 2 AND 19T-07002.

PLACEMENT OF MATERIAL WITHIN LANDS FOR PARKLAND, OPEN SPACE AND VALLEYLANDS AND RECREATIONAL LANDS

PURCHASERS ARE ADVISED THAT THEY ARE NOT PERMITTED TO PLACE, OR PERMIT TO BE PLACED, ANY DEBRIS, JUNK, ROCKS, STUMPS, TREES, SHRUB, BUSH, HEDGE, LANDSCAPE BERM OR FILL OF ANY KIND OR OTHER OBJECT WITHIN LANDS TO BE CONVEYED TO THE TOWN OF RICHMOND HILL FOR PARKLAND OR OTHER RECREATIONAL PURPOSES OR FOR OPEN SPACE OR VALLEYLANDS OR WITHIN THE LANDS LAID OUT ON THE PLAN FOR SUCH PURPOSES.

PURCHASERS ARE FURTHER ADVISED THAT THEY ARE NOT PERMITTED TO PLACE, OR PERMIT TO BE PLACED, A GATE IN ANY FENCE ERECTED ON SUCH LANDS AND THAT THEY SHALL NOT HAVE DIRECT ACCESS FROM THEIR OWN PROPERTY TO SUCH LANDS.

PURCHASERS ARE FURTHER ADVISED THAT THEY ARE NOT PERMITTED TO CAUSE OR ALLOW TO BE UNDERTAKEN ON ANY SUCH LANDS ANY ACTIVITY OTHER THAN PERMITTED BY THE TOWN IN ACCORDANCE WITH ITS BY-LAWS AND/OR PRACTICES WITHOUT THE EXPRESS PERMISSION OF THE COMMISSIONER.

STREET TREES

PURCHASERS ARE ADVISED THAT WHILE THE TOWN HAS IMPOSED A CHARGE FOR TREE PLANTING BASED UPON THE NUMBER OF RESIDENTIAL UNITS WITHIN THE PLAN(S), THERE IS NO GUARANTEE OR REPRESENTATION THAT A TREE WILL BE PLACED ON THE UNTRAVELLED PORTION OF THE PUBLIC HIGHWAY IN FRONT OF THE RESIDENTIAL UNIT THE PURCHASERS ARE BUYING. THE USE OF THE NUMBER OF RESIDENTIAL UNITS IS SOLELY A METHOD OF CALCULATING THE CHARGE. IF THE PURCHASER PAYS THE DEVELOPER OR ANY OTHER PARTY ANY AMOUNT FOR TREE PLANTING OR STREET TREES, THAT IS A PRIVATE MATTER BETWEEN THE PURCHASER AND THE PAYEE. THE TOWN IS NOT OBLIGATED IN ANY MANNER WHATSOEVER TO PLANT A TREE IN FRONT OF ANY PARTICULAR RESIDENTIAL UNIT.

PARK DEVELOPMENT

PURCHASERS ARE ADVISED THAT COMMUNITY USES ARE INTENDED FOR THE PARKLAND IN THE VICINITY OF THE PROPERTY AND THAT SUCH USES MAY RESULT IN INCREASED TRAFFIC ON THE STREETS ADJACENT TO OR IN THE VICINITY OF THE PROPERTY. PURCHASERS ARE FURTHER ADVISED THAT THE PROPERTY MAY BE AFFECTED BY NOISE AND LIGHTING FROM THE PARKLAND WHICH MAY INTERFERE WITH SOME ACTIVITIES OF THE BUILDING OCCUPANTS.

ENCROACHMENTS

PURCHASERS ARE ADVISED THAT ENCROACHMENTS OF ANY KIND ARE NOT PERMITTED ON TO ADJACENT ENVIRONMENTAL LANDS, OPEN SPACE, PARK, STORMWATER, VALLEYLAND, WATER COURSES OR CHANNELS.

VALLEYLAND AND OPEN SPACE DEVELOPMENT AND RECREATION TRAIL SYSTEM

PURCHASERS ARE ADVISED THAT THE TOWN OF RICHMOND HILL INTENDS TO INSTALL OR HAVE INSTALLED TRAIL SYSTEMS FOR RECREATIONAL USE IN LANDS TAKEN BY THE TOWN, THE TORONTO AND REGION CONSERVATION AUTHORITY AND/OR OTHER PUBLIC BODIES FOR VALLEYLANDS AND OPEN SPACE PURPOSES, WHETHER WITHIN, ADJACENT TO OR IN THE VICINITY OF THE PLAN, THAT SUCH TRAILS MAY BE SITUATED WITHIN THOSE LANDS IN LOCATIONS ADJACENT TO OR IN THE VICINITY OF THE PROPERTY AND THAT SUCH USES MAY RESULT IN INCREASED PEDESTRIAN AND NON-MOTORIZED VEHICULAR USE OF THOSE TYPES OF PUBLIC LANDS ADJACENT TO OR IN THE VICINITY OF THE PROPERTY.

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NOTICE

Town of Richmond Hill  
**Future Park Site**  
For more information Call  
Parks, Recreation and Culture Department  
(905) 771-8870  
**No Dumping**  
By-law No. 218-90 (As Amended)

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NOTICE TO PURCHASERS - NOISE

PURCHASERS ARE ADVISED THAT DESPITE THE INCLUSION OF NOISE CONTROL FEATURES WITHIN THE DEVELOPMENT AREA AND WITHIN THE INDIVIDUAL BUILDING UNITS, NOISE LEVELS MAY CONTINUE TO BE OF CONCERN, OCCASIONALLY INTERFERING WITH SOME ACTIVITIES OF THE BUILDING OCCUPANTS.

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NOTICE - ALLOCATED SEWAGE CAPACITY

PURCHASERS ARE ADVISED THAT THE TOWN OF RICHMOND HILL HAS ALLOCATED SEWAGE CAPACITY FOR THE LOTS OR BLOCKS ON THE PLAN OF SUBDIVISION SUBJECT TO THE POLICIES ADOPTED BY THE COUNCIL OF THE TOWN FROM TIME TO TIME. ONE OF THOSE POLICIES IS THAT SUCH ALLOCATION MAY BE REVOKED IF THE ASSIGNED CAPACITY IS NOT UTILIZED WITHIN TWO YEARS FROM THE DATE OF ALLOCATION. AVAILABILITY OF SUCH SEWAGE CAPACITY IS PRE-CONDITION OF THE ISSUANCE OF ANY BUILDING PERMITS FOR ANY RESIDENTIAL DWELLING UNITS WITHIN THE PLAN. FOR FURTHER INFORMATION, PLEASE CONTACT, THE TOWN OF RICHMOND HILL ENGINEERING AND PUBLIC WORKS DEPARTMENT AT 771-8800, FILES 19T-98004, PHASE 2 AND 19T-07002.

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NOTICE TO PURCHASERS - COLLECTOR ROAD

PURCHASERS ARE ADVISED THAT THIS LOT OR BLOCK FRONTS ONTO OR ABUTS A PUBLIC HIGHWAY DESIGNATED AS A COLLECTOR ROAD. PURCHASERS MAY EXPERIENCE HEAVY TRAFFIC VOLUMES AT TIMES WHICH MAY OCCASIONALLY INTERFERE WITH DRIVEWAY ACCESS AND EGRESS FROM THE PROPERTY.

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NOTICE TO PURCHASERS - ENGINEERED FILL OR SPECIAL BUILDING TECHNIQUES

PURCHASERS ARE ADVISED THAT THE PROPERTY MAY HAVE RECEIVED OR MAY RECEIVE ENGINEERED FILL. PURCHASERS ARE FURTHER ADVISED THAT UNLESS THE PROPERTY HAS RECEIVED OR WILL RECEIVE SUCH ENGINEERED FILL, IT MAY REQUIRE SPECIAL BUILDING TECHNIQUES FOR THE FOUNDATION AND/OR SUPERSTRUCTURE OF THE BUILDING(S) ON THE PROPERTY. PURCHASERS ARE FURTHER ADVISED THAT, IN ANY EVENT, SPECIAL BUILDING TECHNIQUES MAY BE REQUIRED TO PROVIDE SUPPORT FOR ANY OTHER STRUCTURES BUILT ON THE PROPERTY, INCLUDING SUCH STRUCTURES AS SWIMMING POOLS AND DECKS.

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NOTICE TO PURCHASERS - SUMP PUMPS

PURCHASERS ARE ADVISED THAT AS A RESULT OF THE SHALLOW DEPTH OF THE STORM SEWERS SERVICING THE LANDS WITHIN THE PLAN AND IN THE VICINITY OF THE PLAN, EACH DWELLING UNIT HAS BEEN EQUIPPED WITH AN ELECTRICAL SUMP PUMP. THE

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PURCHASERS ACKNOWLEDGE THAT MAINTENANCE OF THE SUMP PUMP IS AND SHALL REMAIN THE SOLE RESPONSIBILITY OF THE OWNER OF THE DWELLING UNIT FROM TIME TO TIME. THE PURCHASERS ACKNOWLEDGE THAT THE CORPORATION OF THE TOWN OF RICHMOND HILL SHALL NOT BE LIABLE FOR ANY DAMAGES, LOSSES OR COSTS INCURRED IN ANY MANNER WHATSOEVER IN THE EVENT OF FAILURE TO INSTALL SUCH SUMP PUMP, THE REMOVAL OF SUCH SUMP PUMP, THE FAILURE OR INADEQUACY OF SUCH SUMP PUMP, THE FAILURE TO MAINTAIN SUCH SUMP PUMP AND THE FAILURE OF SUCH SUMP PUMP TO PREVENT WATER OR MOISTURE FROM ENTERING OR COLLECTING WITHIN THE DWELLING UNIT FOR ANY REASON WHATSOEVER.

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TO: RE-DIRECTION AND UNDERTAKING  
YURI MOSPAN AND LUBOV MOSPAN

AND TO: Victor Nikitine, their solicitor(s)

Re: Silver Streams Homes (Puccini) Inc. sale to YURI MOSPAN AND LUBOV MOSPAN of  
Lot 019 Plan 65M 4249, Richmond Hill - 92 Puccini Drive, Richmond Hill

EACH OF THE UNDERSIGNED hereby authorize(s) and direct(s) you to make funds payable on the  
above-noted transaction as follows:

|                            |                     |
|----------------------------|---------------------|
| 1. Bank of Montreal        | \$426,537.00        |
| 2. Jack Greenberg in Trust | <u>\$558,188.01</u> |
| TOTAL                      | \$984,725.01        |

IN CONSIDERATION OF and notwithstanding the closing of the above-noted transaction, with  
respect to each of the following mortgages, charges, assignments of rents or amending agreements (if applicable):

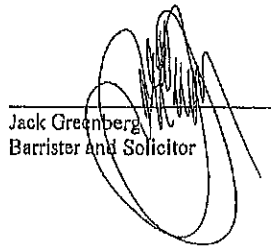
| <u>MORTGAGEE</u>             | <u>INSTRUMENT NUMBER</u>                                            |
|------------------------------|---------------------------------------------------------------------|
| 1) Bank of Montreal          | YR1646307 and YR1646308                                             |
| 2) Dapaul Management Limited | YR1273815, YR1570883 and YR1646430 as the case may be               |
| 3) Puccini Mortgage Corp.    | YR1254039, YR1274564, YR1570884 and YR1646428 as the case<br>May be |
| 4) 388242 Ontario Limited    | YR1386722, YR1570885 and YR1646431 as the case may be               |
| 5) 53 Puccini Mortgage Corp. | YR1063023, YR1563339, YR1563367, YR1570882<br>And YR1646429         |

EACH OF THE UNDERSIGNED UNDERTAKES AS FOLLOWS:

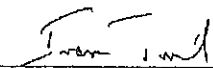
1. To immediately pay out of the closing proceeds to the mortgagee or person entitled thereto, any sums of money required, according to the attached discharge statement, to fully pay out and discharge the above referenced encumbrance(s).
2. In the event that the encumbrancer has confirmed that it will forward the applicable discharge document to the undersigned for registration, to obtain and register a proper form of discharge as soon as possible after this date, to provide you with particulars of registration and to deliver to you a copy of same, if available.
3. In the event that the encumbrancer has confirmed that it will register the applicable discharge document, to cause to be registered a proper form of discharge as soon as possible after this date, to provide you with particulars of registration and to deliver to you a copy of the Registration Report of same, if available.

In this Undertaking, any reference to the word "mortgage" or any variation thereof shall also include a "charge" and registration shall apply to the appropriate Land Titles Office in which the lands are registered.

DATED at the City of Toronto, this 4th day of May, 2012

  
Jack Greenberg  
Barrister and Solicitor

SILVER STREAMS HOMES (PUCCINI) INC.

Per:   
Imran Jinnah-President  
I have authority to bind the Corporation

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Statutory Declaration

THE LAND TITLES ACT

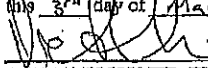
IN THE MATTER of the title to Lot 019 Registered Plan 65M 4249, Town of Richmond Hill (the "Property")

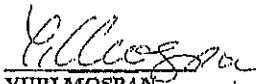
AND IN THE MATTER OF the transfer of the Property from Silver Streams Homes (Puccini) Inc. (the "Vendor") to YURI MOSPAN AND LUBOV MOSPAN (the "Purchaser")

I, YURI MOSPAN, of the Town of Richmond Hill, in the Province of Ontario, SOLEMNLY DECLARE that:

1. I am the owner or one of the owners of the Property.
2. I hereby represent, warrant and covenant to Silver Streams Homes (Puccini) Inc. that:
  - a) the acquisition of the Property is for use as the primary place of residence for myself or a relation to myself as such terms are defined by the Excise Tax Act (Canada) (the "Act"), so as to qualify for a new housing GST rebate pursuant to Section 254 of the Act; and
  - b) that I have not otherwise claimed any rebate, refund or credit under the Act in respect of the Property.

AND I make this solemn Declaration conscientiously believing it to be true, and knowing it is of the same force and effect as if made under oath.

DECLARED before  
me at the City of Toronto in the  
Province of Ontario  
this 3rd day of May, 2012  
  
A COMMISSIONER, ETC.

  
YURI MOSPAN

L8VC # 54378

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ASSIGNMENT AND AUTHORIZATION

TO: Silver Streams Homes (Puccini) Inc.

AND TO: Jack Greenberg

Re: Vendor : Silver Streams Homes (Puccini) Inc. (the "Vendor")  
Purchaser : YURI MOSPAN AND LUBOV MOSPAN (collectively the  
"Purchaser")  
Property : Lot 019, Plan 65M 4249, Richmond Hill - 92 Puccini Drive,  
Richmond Hill (the "Property")

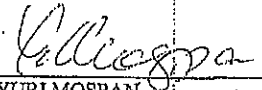
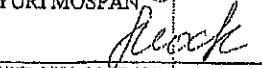
IN CONSIDERATION of the collection and remittance of the goods and services tax/harmonized sales tax (the "GST/HST") imposed by the Excise Tax Act (Canada), as amended, by the Vendor, the Purchaser hereby unconditionally and irrevocably:

1. assigns, transfers and sets over unto the Vendor all of his/her/their right, title and interest to any and all sales tax rebates including any Federal and/or Provincial Sales Tax rebate and/or GST/HST rebates or any other rebates to which the Purchaser is entitled in connection with the payment of GST/HST payable on the transfer to the Purchaser of ownership and/or possession of the Property; and
2. authorizes and appoints the Vendor, or its agents authorized by it in this regard, as the Purchaser's authorized representative and attorney for the purposes of applying for and receiving such tax rebates including using the name of the Purchaser for the purposes of such application.

The Purchaser covenants and agrees to execute at any time after the date hereof, on the request by but at no cost to the Vendor, any and all documents required to give effect to this assignment and authorization, including but not limited to any forms prescribed from time to time by any governmental authority of legislation.

The Purchaser and Vendor agree that the provisions hereof shall survive the closing of the above-noted transaction.

DATED at 3, this 4th day of May, 2012.

  
YURI MOSPAN  
  
LUBOV MOSPAN

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UNDERTAKING

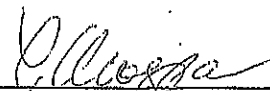
TO: SILVER STREAMS HOMES (PUCCINI) INC.

AND TO: JACK GREENBERG, its solicitor

Re: Silver Streams Homes (Puccini) Inc. sale to YURI MOSPAN AND LUBOV  
MOSPAN of Lot 019 Plan 65M 4249, Richmond Hill - 92 Puccini Drive,  
Richmond Hill (the "Property")

IN CONSIDERATION OF THE CLOSING of the above-noted transaction, the undersigned hereby undertakes to readjust all items on or omitted from the Statement of Adjustments forthwith upon written demand and shall forthwith upon written demand reimburse you or pay to you any realty tax, refunds or rebates received by or credited to the undersigned in connection with the aforesaid property for any taxation year up to and including 2012 during which Silver Streams Homes (Puccini) Inc. or its affiliate(s) was/were the owner(s) of the aforesaid Property.

Dated this 4th day of May, 2012.

  
YURI MOSPAN

  
LUBOV MOSPAN

P. 022/026

FAX No. 4164859246

J. GREENBERG LAW OFFICE

APR-24-2012 TUE 02:49 PM

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PURCHASER'S ACKNOWLEDGEMENT AND UNDERTAKING

TO: SILVER STREAMS HOMES (PUCCINI) INC. (the "Vendor")

AND TO: JACK GREENBERG, ITS SOLICITOR

Re: Silver Streams Homes (Puccini) Inc. sale to YURI MOSPAN AND LUBOV MOSPAN of Lot 019 Plan 65M 4249, Richmond Hill - 92 Puccini Drive, Richmond Hill (the "Premises")

IN CONSIDERATION of the closing of the above noted transaction and notwithstanding such closing, the Purchaser hereby undertakes, acknowledges, covenants and agrees to and with the Vendor as follows:

1. To readjust items on or omitted from the statement of adjustments, if necessary, forthwith upon written request therefor.
2. To allow the Vendor and any inspector, their servants, agents and workmen access to the Premises in order to complete and inspect any uncompleted work or correct any deficient work following the closing date including, but not limited to, completing, altering or correcting, grading, sodding, interior or exterior work when, in the Vendor's reasonable opinion, same is necessary, having regard to weather conditions, the Vendor's building schedule and the availability of materials and labour. The Vendor reserves to itself and the Purchaser agrees that the Vendor, its servants, agents or any other person authorized by the Vendor shall have free access at all reasonable hours to the lands and buildings comprising the Premises in order to make inspections or to do any work or repairs therein or thereon which the Vendor may deem necessary, or for the purposes of construction on the Premises or any adjoining properties.
3. That the Purchaser will not without the prior written authority of the Vendor (which may be arbitrarily withheld) interfere with or alter the drainage, obstruct the natural flow of water or obstruct the drainage as designed and engineered by the Vendor, erect fences, clothes-lines or obstructions of any kind, remove top soil, sub-soil, cut down living trees or do anything which may change or alter the grading or obstruct the drainage of the Premises or surrounding premises in any way and if the Purchaser does, the Vendor or its servants, successors, agents and assigns may enter thereon and correct such grading or remove such obstructions at the Purchaser's expense and the Purchaser shall pay the Vendor the cost of rectification thereof forthwith on demand. The Purchaser shall adhere to the overall drainage patterns of the development, including such easements as may exist or may be required for the purpose of water drainage upon the Premises and to and from adjoining lands, and the Purchaser agrees to grant such easement(s) as may be required from time to time by the Vendor for drainage or for the installation and/or maintenance of municipal or other services.
4. The Purchaser agrees to be solely responsible for watering and general maintenance of sod from the closing date or from the date that sod is laid, whichever shall be later, and the Vendor shall have no obligation in that regard whatsoever.
5. To pay to the Vendor all amounts to correct and remedy all damage caused by the Purchaser or those for whom the Purchaser is in law responsible, to any services installed within the development which services shall without limitation include survey stakes, landscaping, trees, curbs, cuts, streets, roads, sidewalks, street lighting, sanitary and storm sewers and any underground services installed by or on behalf of any public or private utilities.
6. The Purchaser acknowledges that the Vendor's only obligation shall be to rectify defects pursuant to the terms of the warranty under the Tarion New Home Warranties Plan Act.
7. The Purchaser covenants and agrees not to finish the whole or any part of the basement of the dwelling for a period of twenty-four (24) months after the closing date. The Purchaser agrees that in the event that there is any water leakage into the basement or any other damage of any kind whatsoever which the Vendor shall be required at law to repair, the Vendor shall not be liable for any consequential damages caused by the water seepage or rupture, back-up, leakage or other malfunction or defect of the plumbing, storm or sanitary sewers or drainage systems nor for any damage to any improvements, fixtures, furnishings or personal property of the Purchaser but shall be responsible only for the repair of such damage or leakage in accordance with the terms hereof.
8. The Purchaser covenants that forthwith after closing, the Purchaser shall take all necessary steps, including the payment of all ordinary service charges, in order to assume, hydro, gas, water, cable TV charges and any other services immediately upon closing. The Purchaser further agrees to assume, accept, permit or grant whatever rights, licences or easements as may be required by the Municipality, the Vendor, or any public utility or telephone company or other hydro-electric, gas, telephone, cable TV, municipal or other services over the Premises provided that such rights or easements shall not interfere with the dwelling erected upon the Premises.

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9. The Purchaser acknowledges and agrees that if, upon closing, any of the extras ordered by the Purchaser remain incomplete in whole or in part, or if the Vendor, shall, in its sole discretion, determine that it will not provide extras or cannot complete the extras, then there shall be refunded to the Purchaser, upon closing, that portion of the amount paid by the Purchaser in connection with such extras allocated to those extras which remain incomplete in whole or in part, as aforesaid, as determined by the Vendor. The Purchaser further acknowledges and agrees that the amount so paid to the Purchaser (or for which in the alternative the Purchaser received credit in the statement of adjustments) shall be accepted by the Purchaser with respect to the extras which remain incomplete as aforesaid. The Purchaser further acknowledges that the Vendor's liability with respect to such incomplete extras shall be limited to the return of the amounts referred to aforesaid and thereafter there shall be no further liability upon the Vendor in connection with such incomplete extras and upon such payment being made or credit being given, the Vendor shall be deemed to have been released from any and all obligations, claims or demands whatsoever, with respect to such incomplete extras.
10. The Purchaser acknowledges that despite the inclusion of noise control features within the development and/or within the Premises, the noise levels may be of concern and occasionally interfering with some activities of the dwelling occupants.
11. The Purchaser acknowledges that in order to achieve an acceptable indoor living environment, the Purchaser may find it necessary to equip the Premises with a central air conditioning system. If air conditioning is to be installed after closing, the condenser unit must be located in a noise insensitive area.
12. The Purchaser further acknowledges that students from this development may have to attend existing schools, outside of their immediate neighbourhood. The Purchaser further acknowledges that a school will not be built in or around the development.
13. Despite the efforts of the Board of Education, sufficient accommodation may not be available for all anticipated students in neighbourhood schools. The Purchaser hereby acknowledges receipt of notice that some students may be accommodated in temporary facilities or bused to schools outside of the area, according to the Board's Transportation Policy. The Purchaser hereby acknowledges notice to contact the Planning and Resources Department of the Board of Education to determine the exact schools.
14. The Purchaser(s) agree(s) that for all purposes of transportation to school, the residents of the development shall agree that children will meet the bus on roads presently in existence or at another designated place convenient to the Board.
15. The Purchaser acknowledges and agrees that he/she/they will occupy the dwelling forthwith after completion of the sale transaction as their personal principal residence.
16. The Purchaser hereby consents to any application that may be made by the Vendor for a rezoning of certain blocks or lots or parts thereof, adjacent to or near the Premises.
17. The Purchaser acknowledges that, save for such items of construction or finishing which the Vendor has specifically entitled the Purchaser to make or approve selection(s), all other items of construction and finishing, including without limitation, colour, material, style, size and alike, and all exterior materials in finishing, shall be selected exclusively by the Vendor. The Vendor shall have the right to substitute materials for those designated in the Plans and/or specifications provided the quality is equal or better and also to make minor changes in plans, siting or other specifications provided there is no objection from the applicable municipality.
18. The Purchaser agrees to execute such further and other documentation and assurances as may be required to more effectually carry out the within undertaking and acknowledges that the covenants, agreements and obligations of the Purchaser contained in the Agreement of Purchase and Sale for the Premises are joint and several, if applicable, and shall survive the closing of the within transaction.
19. If any covenant, obligation or agreement or part thereof on the application thereof to any person or circumstances shall be found to be invalid or unenforceable then such covenants, obligations or agreements or part thereof shall be deemed to be severable and shall not affect the validity or enforceability of any other

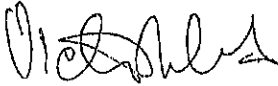
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provisions or covenant hereof.

20. The Purchaser's covenants and agreements contained in this acknowledgement shall not merge and shall survive the closing of this transaction.

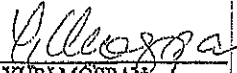
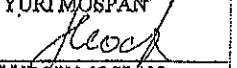
IN WITNESS WHEREOF the undersigned has duly executed this undertaking and agreement this 4th day of May, 2012.

SIGNED, SEALED AND DELIVERED  
in the presence of Victor Nikitine



Name: Victor Nikitine  
Address:

NIKITINE LAW  
1110 FINCH AVENUE WEST  
SUITE 402  
TORONTO, ONTARIO  
M3J 2T2

  
YURI MOSPAN  
  
LUBOV MOSPAN

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AGREEMENT AND ACKNOWLEDGEMENT

TO: Silver Streams Homes (Puccini) Inc. (the "Vendor")

AND TO: Jack Greenberg, its solicitor

Re: Vendor : Silver Streams Homes (Puccini) Inc.

Purchaser : YURI MOSPAN AND LUBOV MOSPAN (collectively the  
"Purchaser")

Property : Lot 019, Plan 65M 4249, Richmond Hill - 92 Puccini Drive,  
Richmond Hill (the "Property")

IN CONNECTION WITH THE AFORESAID TRANSACTION and pursuant to the Agreement of Purchase and Sale for the Property between the Vendor and Purchaser, each of the undersigned hereby acknowledge and agree that the said Agreement of Purchase and Sale is hereby amended by including therein the provisions of the attached Schedule "A" to the extent it/they is/are applicable to the Property effective as of the date of the acceptance of the said Agreement of Purchase and Sale.

The parties hereto agree that this Agreement and Acknowledgement may be executed in counterpart or counterparts and when attached to each other shall constitute one original document.

DATED at Toronto, this 4th day of May, 2012.

  
YURI MOSPAN  
  
LUBOV MOSPAN

SILVER STREAMS HOMES (PUCCINI) INC.

PER: \_\_\_\_\_

Imran Jinnah-President

I have authority to bind the Corporation

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SCHEDULE "A"

RETAINING WALLS

PURCHASERS ARE ADVISED THAT WHERE RETAINING WALLS ARE SHOWN ON THE LOT GRADING PLAN ATTACHED AS SCHEDULE "K" TO THE SUBDIVISION AGREEMENT BETWEEN THE TOWN OF RICHMOND HILL (THE "TOWN") AND THE DEVELOPER (THE "SUBDIVISION AGREEMENT") FOR THIS PLAN OR ON THE INDIVIDUAL LOT GRADING PLAN(S) FILED PURSUANT TO SECTION A.21 OF THE SUBDIVISION AGREEMENT, IT IS THE REQUIREMENT OF THE TOWN THAT SUCH RETAINING WALLS BE CONSTRUCTED ON PRIVATE PROPERTY AND THAT THEY BE MAINTAINED BY THE INDIVIDUAL OWNERS OF THE LOT(S). FURTHER, PURCHASERS ARE ADVISED THAT THE INDIVIDUAL LOT GRADING PLAN(S) FILED PURSUANT TO THE SAID SECTION A.21 MAY RESULT IN A CHANGE TO THE GRADING PLAN AND FEATURES SHOWN ON SCHEDULE "K" OF THE SUBDIVISION AGREEMENT. PURCHASERS SHOULD CONTACT THE TOWN ENGINEERING DEPARTMENT TO REVIEW THE APPROVED INDIVIDUAL LOT GRADING PLAN(S).

GRADING DETAILS

PURCHASERS ARE ADVISED THAT THE TOWN HAS RESERVED THE RIGHT TO AMEND THE PROVISIONS AND DETAILS SHOWN ON SCHEDULE "K" TO THE SUBDIVISION AGREEMENT FOR THIS PLAN BY EITHER AN AMENDMENT TO THE SUBDIVISION AGREEMENT (WHICH MAY OR MAY NOT BE REGISTERED ON TITLE) OR BY THE APPROVAL OF (OR AMENDMENT OF) THE INDIVIDUAL LOT GRADING PLAN(S) FILED PURSUANT TO SECTION A.21 OF THE SUBDIVISION AGREEMENT. PURCHASERS ARE FURTHER ADVISED THAT SUCH AMENDMENTS MAY RESULT IN ALTERATIONS TO ANY FEATURES SHOWN ON SCHEDULE "K" OR THE ADDITION OF FEATURES NOT SHOWN ON SCHEDULE "K", INCLUDING BUT NOT LIMITED TO RETAINING WALLS. PURCHASERS ARE ADVISED TO CONSULT WITH THE CONSTRUCTION SECTION OF THE TOWN'S TRANSPORTATION AND WORKS DEPARTMENT TO ASCERTAIN THE DETAILS OF THE APPROVED GRADING FOR ANY INDIVIDUAL LOT AND ARE CAUTIONED NOT TO RELY SOLELY UPON THE PROVISIONS AND DETAILS SHOWN ON SCHEDULE "K".

COMMUNITY MAIL BOXES

NOTWITHSTANDING CURRENT OBJECTIONS OF THE TOWN OF RICHMOND HILL TO THIS POLICY, IT IS LIKELY THAT THERE WILL BE NO DOOR-TO-DOOR MAIL DELIVERY. PURCHASERS ARE ADVISED THAT CANADA POST CORPORATION INTENDS TO SERVICE THIS PROPERTY THROUGH THE USE OF COMMUNITY MAIL BOXES OR GROUP BOXES AND DOES NOT INTEND TO IMPLEMENT DOOR-TO-DOOR MAIL DELIVERY TO IT IN THE FUTURE.

PUBLIC TRANSIT SYSTEM

THE REGION OF YORK (THE "REGION") AND THE TOWN OF RICHMOND HILL ARE COMMITTED TO PROVIDING AN EXTENSIVE PUBLIC TRANSIT SYSTEM WITHIN THE TOWN.

PUBLIC TRANSIT IS A SERVICE UNDER THE JURISDICTION OF THE REGION.

IT IS POSSIBLE THAT A PUBLIC TRANSIT ROUTE WILL BE ESTABLISHED THROUGH THIS SUBDIVISION OR PART OF IT IN THE FUTURE. THE REGION RESERVES THE RIGHT TO PROMOTE THE INTRODUCTION A BUS ROUTE ON ANY STREET IN ORDER TO REACH THE GOAL OF PROVIDING AN EXTENSIVE TRANSIT SYSTEM. THIS WILL INCLUDE BUS-STOPS AND BUS SHELTERS.

FOR INFORMATION ON EXISTING TRANSIT SERVICES AS WELL AS POSSIBLE FUTURE TRANSIT SERVICES, PURCHASERS SHOULD CONTACT YORK REGION TRANSIT AT 905-762-2100 OR 1-866-666-3979 FOR YRT ROUTE MAPS, FUTURE PLAN MAPS OR THEY MAY VISIT THE REGION'S TRANSIT WEB SITE AT TRANSITINFO@YORK.CA.

PLACEMENT OF OBJECTS WITHIN PUBLIC HIGHWAYS

PURCHASERS ARE ADVISED THAT THEY ARE NOT PERMITTED TO PLACE, OR PERMIT TO BE PLACED, ANY FENCE, TREE, SHRUB, BUSH, HEDGE, LANDSCAPE BERM, SIGNBOARD OR OTHER OBJECT WITHIN A PUBLIC HIGHWAY OR WITHIN THE LANDS LAID OUT ON THE PLAN FOR A PUBLIC HIGHWAY, WHETHER OR NOT SUCH LANDS ACTUALLY CONTAIN A PAVED PORTION OF A PUBLIC HIGHWAY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PURCHASERS ARE ADVISED THAT NO DRIVEWAY CURB OR PILLAR MAY BE PLACED WITHIN A PUBLIC HIGHWAY OR WITHIN THE LANDS LAID OUT ON THE PLAN FOR A PUBLIC HIGHWAY, WHETHER OR NOT SUCH LANDS ACTUALLY CONTAIN A PAVED PORTION OF A PUBLIC HIGHWAY AND NO DRIVEWAY PLACED WITHIN SUCH LANDS SHALL BE CONSTRUCTED OR ALTERED SO AS TO INTERFERE WITH THE OPERATION OF ANY MUNICIPAL SERVICE, SUCH AS SNOW REMOVAL EQUIPMENT.

RIGHT OF ENTRY

THE PURCHASERS ARE HEREBY ADVISED THAT SECTION A.21 OF THE SUBDIVISION AGREEMENT PROVIDES THAT THE TOWN SHALL HAVE THE RIGHT TO ENTER UPON THE LANDS IN ORDER TO CARRY OUT LOT GRADING IN ACCORDANCE WITH THAT SECTION.

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LOT GRADING SECURITY

PURCHASERS ARE ADVISED THAT THE LOT GRADING SECURITY DELIVERED TO THE TOWN PURSUANT TO THE SUBDIVISION AGREEMENT IS ASSURANCE FOR THE SOLE BENEFIT OF THE TOWN THAT THE DEVELOPER WILL COMPLY WITH THE REQUIREMENTS FOR LOT GRADING TO THE SATISFACTION OF THE TOWN. IT IS IN THE NATURE OF A DIRECT RELATIONSHIP BETWEEN THE TOWN AND THE FINANCIAL INSTITUTION ISSUING THE SECURITY AND MAY BE REALIZED UPON BY THE TOWN ONLY IN ACCORDANCE WITH AND FOR THE PURPOSES SET OUT IN THE SUBDIVISION AGREEMENT. IF THE PURCHASER PAYS THE DEVELOPER OR ANY OTHER PARTY ANY AMOUNT TO SECURE OR REIMBURSE THE DEVELOPER OR ANY SUCH OTHER PARTY FOR THE LOT GRADING SECURITY THE RECOVERY OF THAT SECURITY FROM THE DEVELOPER (OR OTHER THIRD PARTY) IS A PRIVATE MATTER BETWEEN THE PURCHASER AND THE PAYER. THE TOWN WILL NOT BE ABLE TO REALIZE UPON THE SECURITY TO REIMBURSE THE PURCHASER UNDER ANY CIRCUMSTANCES.

IMPORTANT NOTICE TO PURCHASERS

AN APPLICATION HAS BEEN MADE FOR THIS PROJECT AND ALL APPROVALS REQUIRED FOR THE ISSUANCE OF BUILDING PERMITS FOR THIS PROJECT MAY NOT HAVE BEEN GRANTED. FOR FURTHER INFORMATION, CALL THE TOWN OF RICHMOND HILL PLANNING DEPARTMENT AT 771-8910, FILE 19T-98004, PHASE 2 AND 19T-07002.

PLACEMENT OF MATERIAL WITHIN LANDS FOR PARKLAND, OPEN SPACE AND VALLEYLANDS AND RECREATIONAL LANDS

PURCHASERS ARE ADVISED THAT THEY ARE NOT PERMITTED TO PLACE, OR PERMIT TO BE PLACED, ANY DEBRIS, JUNK, ROCKS, STUMPS, TREES, SHRUB, BUSH, HEDGE, LANDSCAPE BERM OR FILL OF ANY KIND OR OTHER OBJECT WITHIN LANDS TO BE CONVEYED TO THE TOWN OF RICHMOND HILL FOR PARKLAND OR OTHER RECREATIONAL PURPOSES OR FOR OPEN SPACE OR VALLEYLANDS OR WITHIN THE LANDS LAID OUT ON THE PLAN FOR SUCH PURPOSES.

PURCHASERS ARE FURTHER ADVISED THAT THEY ARE NOT PERMITTED TO PLACE, OR PERMIT TO BE PLACED, A GATE IN ANY FENCE ERRECTED ON SUCH LANDS AND THAT THEY SHALL NOT HAVE DIRECT ACCESS FROM THEIR OWN PROPERTY TO SUCH LANDS.

PURCHASERS ARE FURTHER ADVISED THAT THEY ARE NOT PERMITTED TO CAUSE OR ALLOW TO BE UNDERTAKEN ON ANY SUCH LANDS ANY ACTIVITY OTHER THAN PERMITTED BY THE TOWN IN ACCORDANCE WITH ITS BY-LAWS AND/OR PRACTICES WITHOUT THE EXPRESS PERMISSION OF THE COMMISSIONER.

STREET TREES

PURCHASERS ARE ADVISED THAT WHILE THE TOWN HAS IMPOSED A CHARGE FOR TREE PLANTING BASED UPON THE NUMBER OF RESIDENTIAL UNITS WITHIN THE PLAN(S), THERE IS NO GUARANTEE OR REPRESENTATION THAT A TREE WILL BE PLACED ON THE UNTRAVELLED PORTION OF THE PUBLIC HIGHWAY IN FRONT OF THE RESIDENTIAL UNIT THE PURCHASERS ARE BUYING. THE USE OF THE NUMBER OF RESIDENTIAL UNITS IS SOLELY A METHOD OF CALCULATING THE CHARGE. IF THE PURCHASER PAYS THE DEVELOPER OR ANY OTHER PARTY ANY AMOUNT FOR TREE PLANTING OR STREET TREES, THAT IS A PRIVATE MATTER BETWEEN THE PURCHASER AND THE PAYER. THE TOWN IS NOT OBLIGATED IN ANY MANNER WHATSOEVER TO PLANT A TREE IN FRONT OF ANY PARTICULAR RESIDENTIAL UNIT.

PARK DEVELOPMENT

PURCHASERS ARE ADVISED THAT COMMUNITY USES ARE INTENDED FOR THE PARKLAND IN THE VICINITY OF THE PROPERTY AND THAT SUCH USES MAY RESULT IN INCREASED TRAFFIC ON THE STREETS ADJACENT TO OR IN THE VICINITY OF THE PROPERTY. PURCHASERS ARE FURTHER ADVISED THAT THE PROPERTY MAY BE AFFECTED BY NOISE AND LIGHTING FROM THE PARKLAND WHICH MAY INTERFERE WITH SOME ACTIVITIES OF THE BUILDING OCCUPANTS.

ENCROACHMENTS

PURCHASERS ARE ADVISED THAT ENCROACHMENTS OF ANY KIND ARE NOT PERMITTED ON TO ADJACENT ENVIRONMENTAL LANDS, OPEN SPACE, PARK, STORMWATER, VALLEYLAND, WATER COURSES OR CHANNELS.

VALLEYLAND AND OPEN SPACE DEVELOPMENT AND RECREATION TRAIL SYSTEM

PURCHASERS ARE ADVISED THAT THE TOWN OF RICHMOND HILL INTENDS TO INSTALL OR HAVE INSTALLED TRAIL SYSTEMS FOR RECREATIONAL USE IN LANDS TAKEN BY THE TOWN, THE TORONTO AND REGION CONSERVATION AUTHORITY AND/OR OTHER PUBLIC BODIES FOR VALLEYLANDS AND OPEN SPACE PURPOSES, WHETHER WITHIN, ADJACENT TO OR IN THE VICINITY OF THE PLAN, THAT SUCH TRAILS MAY BE SITUATED WITHIN THOSE LANDS IN LOCATIONS ADJACENT TO OR IN THE VICINITY OF THE PROPERTY AND THAT SUCH USES MAY RESULT IN INCREASED PEDESTRIAN AND NON-MOTORIZED VEHICULAR USE OF THOSE TYPES OF PUBLIC LANDS ADJACENT TO OR IN THE VICINITY OF THE PROPERTY.

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NOTICE

Town of Richmond Hill  
**Future Park Site**  
For more information call  
Parks, Recreation and Culture Department  
(905) 771-8870  
**No Dumping**  
By-law No. 218-90 (As Amended)

NOTICE TO PURCHASERS - NOISE

PURCHASERS ARE ADVISED THAT DESPITE THE INCLUSION OF NOISE CONTROL FEATURES WITHIN THE DEVELOPMENT AREA AND WITHIN THE INDIVIDUAL BUILDING UNITS, NOISE LEVELS MAY CONTINUE TO BE OF CONCERN, OCCASIONALLY INTERFERING WITH SOME ACTIVITIES OF THE BUILDING OCCUPANTS.

NOTICE - ALLOCATED SEWAGE CAPACITY

PURCHASERS ARE ADVISED THAT THE TOWN OF RICHMOND HILL HAS ALLOCATED SEWAGE CAPACITY FOR THE LOTS OR BLOCKS ON THE PLAN OF SUBDIVISION SUBJECT TO THE POLICIES ADOPTED BY THE COUNCIL OF THE TOWN FROM TIME TO TIME. ONE OF THOSE POLICIES IS THAT SUCH ALLOCATION MAY BE REVOKED IF THE ASSIGNED CAPACITY IS NOT UTILIZED WITHIN TWO YEARS FROM THE DATE OF ALLOCATION. AVAILABILITY OF SUCH SEWAGE CAPACITY IS PRE-CONDITION OF THE ISSUANCE OF ANY BUILDING PERMITS FOR ANY RESIDENTIAL DWELLING UNITS WITHIN THE PLAN. FOR FURTHER INFORMATION, PLEASE CONTACT, THE TOWN OF RICHMOND HILL ENGINEERING AND PUBLIC WORKS DEPARTMENT AT 771-8800, FILES 19T-98004, PHASE 2 AND 19T-07002.

NOTICE TO PURCHASERS - COLLECTOR ROAD

PURCHASERS ARE ADVISED THAT THIS LOT OR BLOCK FRONTS ONTO OR ABUTS A PUBLIC HIGHWAY DESIGNATED AS A COLLECTOR ROAD. PURCHASERS MAY EXPERIENCE HEAVY TRAFFIC VOLUMES AT TIMES WHICH MAY OCCASIONALLY INTERFERE WITH DRIVEWAY ACCESS AND EGRESS FROM THE PROPERTY.

NOTICE TO PURCHASERS - ENGINEERED FILL OR SPECIAL BUILDING TECHNIQUES

PURCHASERS ARE ADVISED THAT THE PROPERTY MAY HAVE RECEIVED OR MAY RECEIVE ENGINEERED FILL. PURCHASERS ARE FURTHER ADVISED THAT UNLESS THE PROPERTY HAS RECEIVED OR WILL RECEIVE SUCH ENGINEERED FILL, IT MAY REQUIRE SPECIAL BUILDING TECHNIQUES FOR THE FOUNDATION AND/OR SUPERSTRUCTURE OF THE BUILDING(S) ON THE PROPERTY. PURCHASERS ARE FURTHER ADVISED THAT, IN ANY EVENT, SPECIAL BUILDING TECHNIQUES MAY BE REQUIRED TO PROVIDE SUPPORT FOR ANY OTHER STRUCTURES BUILT ON THE PROPERTY, INCLUDING SUCH STRUCTURES AS SWIMMING POOLS AND DECKS.

NOTICE TO PURCHASERS - SUMP PUMPS

PURCHASERS ARE ADVISED THAT AS A RESULT OF THE SHALLOW DEPTH OF THE STORM SEWERS SERVICING THE LANDS WITHIN THE PLAN AND IN THE VICINITY OF THE PLAN, EACH DWELLING UNIT HAS BEEN EQUIPPED WITH AN ELECTRICAL SUMP PUMP. THE

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PURCHASERS ACKNOWLEDGE THAT MAINTENANCE OF THE SUMP PUMP IS AND SHALL REMAIN THE SOLE RESPONSIBILITY OF THE OWNER OF THE DWELLING UNIT FROM TIME TO TIME. THE PURCHASERS ACKNOWLEDGE THAT THE CORPORATION OF THE TOWN OF RICHMOND HILL SHALL NOT BE LIABLE FOR ANY DAMAGES, LOSSES OR COSTS INCURRED IN ANY MANNER WHATSOEVER IN THE EVENT OF FAILURE TO INSTALL SUCH SUMP PUMP, THE REMOVAL OF SUCH SUMP PUMP, THE FAILURE OR INADEQUACY OF SUCH SUMP PUMP, THE FAILURE TO MAINTAIN SUCH SUMP PUMP AND THE FAILURE OF SUCH SUMP PUMP TO PREVENT WATER OR MOISTURE FROM ENTERING OR COLLECTING WITHIN THE DWELLING UNIT FOR ANY REASON WHATSOEVER.

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DIRECTION RE TITLE

TO: 2147650 Ontario Inc.  
AND TO: Jack Greenberg  
Barrister & Solicitor  
RE: Mospan p/f Silver Streams Homes (Puccini) Inc.  
92 Puccini Drive, Richmond Hill

WE HEREBY AUTHORIZE AND DIRECT you to engross the deed or transfer with respect to the above transaction as follows:

Full Name

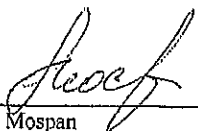
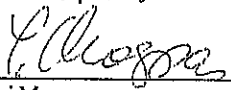
Birthdate

MOSPAN, Lubov  
MOSPAN, Yuri  
as joint tenants

October 5, 1972  
January 25, 1972

AND FOR SO DOING this shall be your good, sufficient and irrevocable authority.

DATED at Toronto, this 3rd day of May, 2012.

  
\_\_\_\_\_  
Lubov Mospan  
  
\_\_\_\_\_  
Yuri Mospan

718

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**JACK GREENBERG**  
**Barrister & Solicitor**

204-181 Eglinton Avenue East  
Toronto, Ontario M4P 1J4

Telephone: (416) 485-8833  
Fax: (416) 485-3246  
jackgreenberg@greenberglawyers.ca

August 27, 2013

File No. 2013-009-001

Silver Streams Homes (Puccini) Inc.  
103 Naughton Blvd.  
Richmond Hill, Ontario  
L4C 8B3

Dear Sirs:

Re: Silver Streams Homes (Puccini) Inc. sale to IBRAHIM EL-HAJJ AND  
OLENA HAVRYSCHUK of Lot 001 Plan 65M 4331, Richmond Hill - 66  
Rossini Drive, Richmond Hill

I am pleased to advise that the above-noted transaction was successfully completed on August 27, 2013 and I am pleased to set out my report herein.

AGREEMENT OF PURCHASE AND SALE

Pursuant to the terms of the agreement of purchase and sale, the gross purchase price for the aforementioned lands and premises including upgrades net of Tarion Compensation was the sum of \$594,162.00. In addition and as provided in the agreement of purchase and sale, you received deposits in the aggregate amount of \$40,000.00 and the purchaser received credit on the statement of adjustments for same.

HST REBATES

Based on the Agreement, you extracted the HST from the price to show the true net price. You prepared the HST Application and I have returned it herewith together with all the supporting documents all executed by the Purchaser so you can claim the rebate. The Purchaser was given credit for the Provincial portion of the HST Rebate of \$24,000.00.

REALTY TAXES

The current year's taxes were adjusted based on the estimated realty taxes of \$2,500.00. Your share up to and including the day before closing was \$1,630.17. As we adjusted on the basis that you will pay \$2,500.00, you received credit for \$869.86 as your overpayment. You must pay the first \$2,500.00 of the realty taxes for 2013.

ADDITIONAL ADJUSTMENTS

The following additional adjustments were made based on the Statement of Adjustments based on the Agreement with the Purchaser

- 1) Tarion Warranty Enrollment fee of \$1000.00 plus HST for a total of \$1,130.00

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Silver Streams Homes (Puccini) Inc.  
Page 2  
August 27, 2013

2) Security Deposit: \$ 500.00

#### BALANCE DUE ON CLOSING

In accordance with the statement of adjustments the balance due on closing was \$556,661.86. The exact source and application of funds is set out on my trust funds application sheet enclosed herewith for your reference but which may be itemized as follows:

1. The Purchaser received credit for the aggregate deposit(s) of \$40,000.00;
2. My legal fees, disbursements and HST were in the amount of \$2,034.00. The Law Society Levy was \$73.45 and the registration costs for the discharges were \$570.40 and there was an extra registration for \$71.30;
3. My pro-rated costs for the Plan registration were \$1,500.00 plus HST of \$195.00;
4. My extra costs for the Con-Drain litigation prorated to this lot were \$847.50;
5. Based on arrangements with the existing mortgagee, the Bank of Montreal received part of the net proceeds in the amount of \$477,827.00 representing their loan advances for this lot;
6. The escrow trade creditor holdback for this lot as per your total creditor list was \$37,200.25 as per the chart attached. I will pay them directly.
7. Based on the current litigation with Con-Drain, the net proceeds based on the formula in the court order were to be paid into court or in trust pending resolution of the action. Prior to closing you provided several lists of the unpaid trades and the last one was accepted in the amount of \$65,772.29. However based on the other numbers there were no funds available to pay into court or trust. There was a shortfall.
8. Based on the chart attached, I am enclosing herewith the sum of \$36,414.26 calculated as follows. The net HST to be incorporated into your obligations concerning HST was \$44,354.93. There was a shortfall of \$42,976.71. The holdback for the escrow trade creditors as per the above was \$37,200.25 which will be paid by me directly. You also are entitled to the upgrades of \$7,311.50. There was also deducted the extra costs for this Con-Drain litigation of \$847.50 prorated to this lot. Kindly ensure these funds are applied accordingly.

In connection with closing, I received the undertaking of the purchaser(s) to readjust all items on the statement of adjustments. Their undertaking in this regard is enclosed herewith. You provided them with a similar undertaking to readjust and in addition to pay all utilities to the date of closing and to provide vacant possession on closing.

#### MISCELLANEOUS DOCUMENTATION

In connection with the completion of the transaction I have enclosed herewith the following additional documentation which was either delivered or received on closing:

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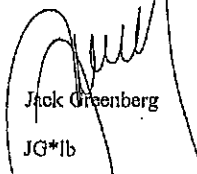
- 10 -

Silver Streams Homes (Puccini) Inc.  
Page 3  
August 27, 2013

1. Your Statutory Declaration confirming your residency in Canada under the Income Tax Act and Family Law Matters;
2. Your Direction for Funds and my re-direction of funds;
3. Your Undertaking, Direction and Redirection;

I trust this transaction was completed in accordance with your instructions and to your full satisfaction and that the foregoing report is clear. However, should you have questions with respect to any phase of this transaction please feel free to contact me. I appreciate the opportunity to have been of service to you and look forward to being of further service to you. My receipted statement of account is enclosed.

Personal regards,

  
Jack Greenberg  
JG\*lb  
Enclosures

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STATEMENT OF ADJUSTMENTS

Vendor: Silver Streams Homes (Puccini) Inc.  
 Purchaser: IBRAHIM EL-HAJJ AND OLENA HAVRYSCHUK  
 Property: Lot 001, Plan 65M 4331, Richmond Hill - 66 Rossini Drive,  
 Richmond Hill  
 Adjustment Date: Adjusted as at August 27, 2013 (238 Days)

|                                                          |               |                                     |
|----------------------------------------------------------|---------------|-------------------------------------|
| <u>Sale Price</u>                                        |               |                                     |
| Agreed Sale Price:                                       | \$585,900.00  |                                     |
| +                                                        | 8,262.00      | upgrades net of Tarion Compensation |
|                                                          | \$594,162.00  | of \$8,475.00 (incl. HST)           |
| -HST                                                     | (68,354.93)   |                                     |
| =Net Sale Price:                                         |               |                                     |
| Credit Vendor (Net Sale Price:)                          |               | \$525,807.07                        |
| <u>HST ON SALE PRICE</u>                                 |               |                                     |
| Calculated at 13% of \$525,807.07                        |               |                                     |
| Credit Vendor:                                           |               | \$68,354.93                         |
| HST REBATE                                               |               | 24,000.00                           |
| <u>HST-REBATE ASSIGNED TO VENDOR</u>                     |               |                                     |
| Provincial Component Only                                |               |                                     |
| Credit Purchaser:                                        | \$24,000.00   |                                     |
| <u>Deposits</u>                                          |               |                                     |
| Credit Purchaser:                                        | \$40,000.00   |                                     |
| <u>Taxes: Estimated 2013 \$ 2,500.00</u>                 |               |                                     |
| Vendor's portion \$1,630.17                              |               |                                     |
| Vendor will pay \$2,500.00                               |               |                                     |
| Allow Vendor                                             |               | 869.86                              |
| <u>Tarion Warranty Corporation</u>                       |               |                                     |
| Registration Number of Vendor: 34331                     |               |                                     |
| Pursuant to Schedule "A" Subparagraph 13(a) of Agreement |               |                                     |
| Enrollment Fee:                                          | \$ 1100.00    |                                     |
| HST @ 13%:                                               | \$ 130        |                                     |
| Credit Vendor                                            |               | 1130.00                             |
| <u>SECURITY DEPOSIT</u>                                  |               |                                     |
| Based on Schedule "A" Subparagraph 13 (c)                |               |                                     |
| Credit Vendor                                            |               | 500.00                              |
| Balance Due on Closing                                   |               |                                     |
| payable to Jack Greenberg, in trust                      |               |                                     |
| or as he may direct *                                    | \$556,661.86  |                                     |
|                                                          | \$ 620,661.86 | \$620,661.86                        |

E. & O. E.

- Any Supplementary tax bills issued after closing are the Purchaser's sole responsibility.

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Trust Ledger

Re: Silver Streams Homes (Puccini) Inc. sale to IBRAHIM EL-HAJJ AND  
OLENA HAVRYSCHUK of Lot 001 Plan 65M 4331, Richmond Hill - 66  
Rossini Drive, Richmond Hill

Closing Date: August 27, 2013

Received Balance Due on Closing \$556,661.86

Paid

|                                                             |                      |                     |
|-------------------------------------------------------------|----------------------|---------------------|
| 1. Legal Fees and Disbursements<br>and HST-Sale Transaction | \$2,034.00           |                     |
| LSUC Levy                                                   | \$ 73.45             |                     |
| Registration of deletion of easement                        | 71.30                |                     |
| Registration Fees-discharges (8)                            | <u>\$ 570.40</u>     |                     |
| Total                                                       | \$ 2,677.85          |                     |
| 2. Legal fees re Plan-pro-rated                             | \$1,695.00           |                     |
| 3. Legal costs-extra re Con-Drain-prorated for this lot     | 847.50               |                     |
| 4. Paid to Mortgages<br>a) Bank of Montreal                 | 477,827.00           |                     |
| 5. Paid to Chaitons LLP pursuant to Court Order             | NIL                  |                     |
| 6. Hold back for Escrow trade creditors                     | 37,200.25            |                     |
| 7. Balance to Silver Streams Homes (Puccini) Inc.:          |                      |                     |
| a) Net HST:                                                 | \$44,354.93          |                     |
| b) unpaid trades                                            |                      |                     |
| Gross                                                       | \$65,772.29          |                     |
| Shortfall                                                   | <u>(42,976.71)</u>   |                     |
| Net                                                         | 22,795.58            |                     |
| Less Hold back for escrow trades                            |                      |                     |
| As above                                                    | <u>(\$37,200.25)</u> |                     |
| Plus Upgrades                                               | <u>7,311.50</u>      |                     |
| Net                                                         | <u>(\$7,093.17)</u>  |                     |
| d) less extra costs                                         | <u>(847.50)</u>      |                     |
| Net                                                         | 36,414.26            |                     |
|                                                             |                      |                     |
|                                                             | <u>\$556,661.86</u>  | <u>\$556,661.86</u> |

E. & O. E.

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**JACK GREENBERG**  
**Barrister & Solicitor**

204-181 Eglinton Avenue East  
Toronto, Ontario M4P 1J4

Telephone: (416) 485-8833  
Fax: (416) 485-3246  
jackgreenberg@greenberglawyers.ca

August 27, 2013

Silver Streams Homes (Puccini) Inc.  
103 Naughton Blvd.  
Richmond Hill, Ontario  
L4C 8B3

Re: Silver Streams Homes (Puccini) Inc. sale to IBRAHIM EL-HAJJ AND  
OLENA HAVRYSCHUK of Lot 001 Plan 65M 4331, Richmond Hill - 66  
Rossini Drive, Richmond Hill

TO: MY FEES FOR PROFESSIONAL SERVICES RENDERED in connection with the  
foregoing matter including receiving and taking instructions, preparation of all necessary  
documentation, attending to closing, advising you and reporting to you:

|                                           |                  |
|-------------------------------------------|------------------|
| MY FEES HEREIN INCLUSIVE OF DISBURSEMENTS | \$1,800.00       |
| HST @ 13%                                 | 234.00           |
| <u>Disbursements</u>                      |                  |
| LSUC Levy                                 | 73.45            |
| Registrations                             |                  |
| Registration of deletion of easement      | 71.30            |
| Registration Fees-discharges (8)          | <u>\$ 570.40</u> |
| TOTAL OUTSTANDING                         | \$2,677.85       |
| LESS RECEIVED                             | (2,677.85)       |
| BALANCE OUTSTANDING                       | NIL              |

THIS IS MY RECEIPTED ACCOUNT

Jack Greenberg

E. & O. E.

Account No. 2013-009-001

HST No. 11274068

425

**JACK GREENBERG**  
**Barrister & Solicitor**

204-181 Eglinton Avenue East  
Toronto, Ontario M4P 1G4

Telephone: (416) 485-8833  
Fax: (416) 485-3246  
jackygreenberg@greenberglawyers.ca

September 4, 2013

Silver Streams Homes (Puccini) Inc.  
103 Naughton Blvd.  
Richmond Hill, Ontario  
L4C 8B3

Re: Legal fees re Con-Drain Construction Lien

TO: MY PRO-RATED FEES FOR PROFESSIONAL SERVICES RENDERED in connection  
with the foregoing matter for this lot:

MY FEES HEREIN INCLUSIVE OF DISBURSEMENTS  
HST @ 13%

\$750.00  
97.50

TOTAL OUTSTANDING

\$847.40

LESS RECEIVED

(847.50)

BALANCE OUTSTANDING

NIL

THIS IS MY RECEIPTED ACCOUNT

Jack Greenberg

E. & O. E.

Account No. 2013-009-001/account re con-drain

HST No. 112714068

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PURCHASER'S ACKNOWLEDGEMENT AND UNDERTAKING

TO: SILVER STREAMS HOMES (PUCCINI) INC. (the "Vendor")

AND TO: JACK GREENBERG, ITS SOLICITOR

Re: Silver Streams Homes (Puccini) Inc. sale to IBRAHIM EL-HAJJ AND OLENA HAVRYSCHUK of Lot 001 Plan 65M 4331, Richmond Hill - 66 Rossini Drive, Richmond Hill (the "Premises")

IN CONSIDERATION of the closing of the above noted transaction and notwithstanding such closing, the Purchaser hereby undertakes, acknowledges, covenants and agrees to and with the Vendor as follows:

1. To readjust items on or omitted from the statement of adjustments, if necessary, forthwith upon written request therefor.
2. To allow the Vendor and any inspector, their servants, agents and workmen access to the Premises in order to complete and inspect any uncompleted work or correct any deficient work following the closing date including, but not limited to, completing, altering or correcting, grading, sodding, interior or exterior work when, in the Vendor's reasonable opinion, same is necessary, having regard to weather conditions, the Vendor's building schedule and the availability of materials and labour. The Vendor reserves to itself and the Purchaser agrees that the Vendor, its servants, agents or any other person authorized by the Vendor shall have free access at all reasonable hours to the lands and buildings comprising the Premises in order to make inspections or to do any work or repairs therein or thereon which the Vendor may deem necessary, or for the purposes of construction on the Premises or any adjoining properties.
3. That the Purchaser will not without the prior written authority of the Vendor (which may be arbitrarily withheld) interfere with or alter the drainage, obstruct the natural flow of water or obstruct the drainage as designed and engineered by the Vendor, erect fences, clothes-lines or obstructions of any kind, remove top soil, sub-soil, cut down living trees or do anything which may change or alter the grading or obstruct the drainage of the Premises or surrounding premises in any way and if the Purchaser does, the Vendor or its servants, successors, agents and assigns may enter thereon and correct such grading or remove such obstructions at the Purchaser's expense and the Purchaser shall pay the Vendor the cost of rectification thereof forthwith on demand. The Purchaser shall adhere to the overall drainage patterns of the development, including such easements as may exist or may be required for the purpose of water drainage upon the Premises and to and from adjoining lands, and the Purchaser agrees to grant such easement(s) as may be required from time to time by the Vendor for drainage or for the installation and/or maintenance of municipal or other services.
4. The Purchaser agrees to be solely responsible for watering and general maintenance of sod from the closing date or from the date that sod is laid, whichever shall be later, and the Vendor shall have no obligation in that regard whatsoever.
5. To pay to the Vendor all amounts to correct and remedy all damage caused by the Purchaser or those for whom the Purchaser is in law responsible, to any services installed within the development which services shall without limitation include survey stakes, landscaping, trees, curbs, cuts, streets, roads, sidewalks, street signs, street lighting, sanitary and storm sewers and any underground services installed by or on behalf of any public or private utilities.
6. The Purchaser acknowledges that the Vendor's only obligation shall be to rectify defects pursuant to the terms of the warranty under the Tarion New Home Warranties Plan Act.
7. The Purchaser covenants and agrees not to finish the whole or any part of the basement of the dwelling for a period of twenty-four (24) months after the closing date. The Purchaser agrees that in the event that there is any water leakage into the basement or any other damage of any kind whatsoever which the Vendor shall be required at law to repair, the Vendor shall not be liable for any consequential damages caused by the water seepage or rupture, back-up, leakage or other malfunction or defect of the plumbing, storm or sanitary sewers or drainage systems nor for any damage to any improvements, fixtures, furnishings or personal property of the Purchaser but shall be responsible only for the repair of such damage or leakage in accordance with the terms hereof.
8. The Purchaser covenants that forthwith after closing, the Purchaser shall take all necessary steps, including the payment of all ordinary service charges, in order to assume, hydro, gas, water, cable TV charges and any other services immediately upon closing. The Purchaser further agrees to assume, accept, permit or grant whatever rights, licences or easements as may be required by the Municipality, the Vendor, or any public utility or telephone company or other hydro-electric, gas, telephone, cable TV, municipal or other services over the Premises provided that such rights or easements shall not interfere with the dwelling erected upon the Premises.

9. The Purchaser acknowledges and agrees that if, upon closing, any of the extras ordered by the Purchaser remain incomplete in whole or in part, or if the Vendor, shall, in its sole discretion, determine that it will not provide extras or cannot complete the extras, then there shall be refunded to the Purchaser, upon closing, that portion of the amount paid by the Purchaser in connection with such extras allocated to those extras which remain incomplete in whole or in part, as aforesaid, as determined by the Vendor. The Purchaser further acknowledges and agrees that the amount so paid to the Purchaser (or for which in the alternative the Purchaser received credit in the statement of adjustments) shall be accepted by the Purchaser with respect to the extras which remain incomplete as aforesaid. The Purchaser further acknowledges that the Vendor's liability with respect to such incomplete extras shall be limited to the return of the amounts referred to aforesaid and thereafter there shall be no further liability upon the Vendor in connection with such incomplete extras and upon such payment being made or credit being given, the Vendor shall be deemed to have been released from any and all obligations, claims or demands whatsoever, with respect to such incomplete extras.
10. The Purchaser acknowledges that despite the inclusion of noise control features within the development and/or within the Premises, the noise levels may be of concern and occasionally interfering with some activities of the dwelling occupants.
11. The Purchaser acknowledges that in order to achieve an acceptable indoor living environment, the Purchaser may find it necessary to equip the Premises with a central air conditioning system. If air conditioning is to be installed after closing, the condenser unit must be located in a noise insensitive area.
12. The Purchaser further acknowledges that students from this development may have to attend existing schools, outside of their immediate neighbourhood. The Purchaser further acknowledges that a school will not be built in or around the development.
13. Despite the efforts of the Board of Education, sufficient accommodation may not be available for all anticipated students in neighbourhood schools. The Purchaser hereby acknowledges receipt of notice that some students may be accommodated in temporary facilities or bused to schools outside of the area, according to the Board's Transportation Policy. The Purchaser hereby acknowledges notice to contact the Planning and Resources Department of the Board of Education to determine the exact schools.
14. The Purchaser(s) agree (s) that for all purposes of transportation to school, the residents of the development shall agree that children will meet the bus on roads presently in existence or at another designated place convenient to the Board.
15. The Purchaser acknowledges and agrees that he/she/they will occupy the dwelling forthwith after completion of the sale transaction as their personal principal residence.
16. The Purchaser hereby consents to any application that may be made by the Vendor for a rezoning of certain blocks or lots or parts thereof, adjacent to or near the Premises.
17. The Purchaser acknowledges that, save for such items of construction or finishing which the Vendor has specifically entitled the Purchaser to make or approve selection(s), all other items of construction and finishing, including without limitation, colour, material, style, size and alike, and all exterior materials in finishing, shall be selected exclusively by the Vendor. The Vendor shall have the right to substitute materials for those designated in the Plans and/or specifications provided the quality is equal or better and also to make minor changes in plans, siding or other specifications provided there is no objection from the applicable municipality.
18. The Purchaser agrees to execute such further and other documentation and assurances as may be required to more effectually carry out the within undertaking and acknowledges that the covenants, agreements and obligations of the Purchaser contained in the Agreement of Purchase and Sale for the Premises are joint and several, if applicable, and shall survive the closing of the within transaction.
19. If any covenant, obligation or agreement or part thereof on the application thereof to any person or circumstances shall be found to be invalid or unenforceable then such covenants, obligations or agreements or part thereof shall be deemed to be severable and shall not affect the validity or enforceability of any other

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provisions or covenant hereof.

20. The Purchaser's covenants and agreements contained in this acknowledgement shall not merge and shall survive the closing of this transaction.

IN WITNESS WHEREOF the undersigned has duly executed this undertaking and agreement this 27th day of August, 2013.

SIGNED, SEALED AND DELIVERED  
in the presence of



IBRAHIM EL-HAJJ

OLENA HAVRYSCHUK

Name:  
Address:

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Statutory Declaration

THE LAND TITLES ACT

IN THE MATTER of the title to Lot 001 Registered Plan 65M 4331, Town of Richmond Hill (the "Property")

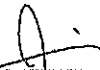
AND IN THE MATTER OF the transfer of the Property from Silver Streams Homes (Puccini) Inc. (the "Vendor") to IBRAHIM EL-HAJJ AND OLENA HAVRYSCHUK (the "Purchaser")

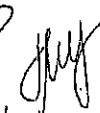
I, IBRAHIM EL-HAJJ, of the Town of Richmond Hill, in the Province of Ontario, SOLEMNLY DECLARE that:

1. I am the owner or one of the owners of the Property.
2. I hereby represent, warrant and covenant to Silver Streams Homes (Puccini) Inc. that:
  - a) the acquisition of the Property is for use as the primary place of residence for myself or a relation to myself as such terms are defined by the Excise Tax Act (Canada) (the "Act"), so as to qualify for a new housing HST rebate pursuant to Section 254 of the Act; and
  - b) that I have not otherwise claimed any rebate, refund or credit under the Act in respect of the Property.

AND I make this solemn Declaration conscientiously believing it to be true, and knowing it is of the same force and effect as if made under oath.

DECLARED before  
me at the City of Vaughan in the  
Province of Ontario  
this 24 day of August, 2013

  
A COMMISSIONER, ETC.

  
IBRAHIM EL-HAJJ  
  
OLENA HAVRYSCHUK

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AGREEMENT AND ACKNOWLEDGEMENT

TO: Silver Streams Homes (Puccini) Inc. (the "Vendor")

AND TO: Jack Greenberg, its solicitor

Re: Vendor : Silver Streams Homes (Puccini) Inc.  
Purchaser : IBRAHIM EL-HAJJ AND OLENA HAVRYSCHUK  
(collectively the "Purchaser")  
Property : Lot 001, Plan 65M 4331, Richmond Hill - 66 Russell Drive,  
Richmond Hill (the "Property")

IN CONNECTION WITH THE AFORESAID TRANSACTION and pursuant to the Agreement of Purchase and Sale for the Property between the Vendor and Purchaser, each of the undersigned hereby acknowledge and agree that the said Agreement of Purchase and Sale is hereby amended by including therein the provisions of the attached Schedule "A" to the extent it/they is/are applicable to the Property effective as of the date of the acceptance of the said Agreement of Purchase and Sale.

The parties hereto agree that this Agreement and Acknowledgement may be executed in counterpart or counterparts and when attached to each other shall constitute one original document.

DATED at Vancouver, this 27th day of August, 2013.

IBRAHIM EL-HAJJ

OLENA HAVRYSCHUK

SILVER STREAMS HOMES (PUCCINI) INC.

PER: \_\_\_\_\_

Imran Jinnah- President

I have authority to bind the Corporation

SCHEDULE "A"

RETAINING WALLS

PURCHASERS ARE ADVISED THAT WHERE RETAINING WALLS ARE SHOWN ON THE LOT GRADING PLAN ATTACHED AS SCHEDULE "K" TO THE SUBDIVISION AGREEMENT BETWEEN THE TOWN OF RICHMOND HILL (THE "TOWN") AND THE DEVELOPER (THE "SUBDIVISION AGREEMENT") FOR THIS PLAN OR ON THE INDIVIDUAL LOT GRADING PLAN(S) FILED PURSUANT TO SECTION A.21 OF THE SUBDIVISION AGREEMENT, IT IS THE REQUIREMENT OF THE TOWN THAT SUCH RETAINING WALLS BE CONSTRUCTED ON PRIVATE PROPERTY AND THAT THEY BE MAINTAINED BY THE INDIVIDUAL OWNERS OF THE LOT(S). FURTHER, PURCHASERS ARE ADVISED THAT THE INDIVIDUAL LOT GRADING PLAN(S) FILED PURSUANT TO THE SAID SECTION A.21 MAY RESULT IN A CHANGE TO THE GRADING PLAN AND FEATURES SHOWN ON SCHEDULE "K" OF THE SUBDIVISION AGREEMENT. PURCHASERS SHOULD CONTACT THE TOWN ENGINEERING DEPARTMENT TO REVIEW THE APPROVED INDIVIDUAL LOT GRADING PLAN(S).

GRADING DETAILS

PURCHASERS ARE ADVISED THAT THE TOWN HAS RESERVED THE RIGHT TO AMEND THE PROVISIONS AND DETAILS SHOWN ON SCHEDULE "K" TO THE SUBDIVISION AGREEMENT FOR THIS PLAN BY EITHER AN AMENDMENT TO THE SUBDIVISION AGREEMENT (WHICH MAY OR MAY NOT BE REGISTERED ON TITLE) OR BY THE APPROVAL OF (OR AMENDMENT OF) THE INDIVIDUAL LOT GRADING PLAN(S) FILED PURSUANT TO SECTION A.21 OF THE SUBDIVISION AGREEMENT. PURCHASERS ARE FURTHER ADVISED THAT SUCH AMENDMENTS MAY RESULT IN ALTERATIONS TO ANY FEATURES SHOWN ON SCHEDULE "K" OR THE ADDITION OF FEATURES NOT SHOWN ON SCHEDULE "K", INCLUDING BUT NOT LIMITED TO RETAINING WALLS. PURCHASERS ARE ADVISED TO CONSULT WITH THE CONSTRUCTION SECTION OF THE TOWN'S TRANSPORTATION AND WORKS DEPARTMENT TO ASCERTAIN THE DETAILS OF THE APPROVED GRADING FOR ANY INDIVIDUAL LOT AND ARE CAUTIONED NOT TO RELY SOLELY UPON THE PROVISIONS AND DETAILS SHOWN ON SCHEDULE "K".

COMMUNITY MAIL BOXES

NOTWITHSTANDING CURRENT OBJECTIONS OF THE TOWN OF RICHMOND HILL TO THIS POLICY, IT IS LIKELY THAT THERE WILL BE NO DOOR-TO-DOOR MAIL DELIVERY. PURCHASERS ARE ADVISED THAT CANADA POST CORPORATION INTENDS TO SERVICE THIS PROPERTY THROUGH THE USE OF COMMUNITY MAIL BOXES OR GROUP BOXES AND DOES NOT INTEND TO IMPLEMENT DOOR-TO-DOOR MAIL DELIVERY TO IT IN THE FUTURE.

PUBLIC TRANSIT SYSTEM

THE REGION OF YORK (THE "REGION") AND THE TOWN OF RICHMOND HILL ARE COMMITTED TO PROVIDING AN EXTENSIVE PUBLIC TRANSIT SYSTEM WITHIN THE TOWN.

PUBLIC TRANSIT IS A SERVICE UNDER THE JURISDICTION OF THE REGION.

IT IS POSSIBLE THAT A PUBLIC TRANSIT ROUTE WILL BE ESTABLISHED THROUGH THIS SUBDIVISION OR PART OF IT IN THE FUTURE. THE REGION RESERVES THE RIGHT TO PROMOTE THE INTRODUCTION A BUS ROUTE ON ANY STREET IN ORDER TO REACH THE GOAL OF PROVIDING AN EXTENSIVE TRANSIT SYSTEM. THIS WILL INCLUDE BUS-STOPS AND BUS SHELTERS.

FOR INFORMATION ON EXISTING TRANSIT SERVICES AS WELL AS POSSIBLE FUTURE TRANSIT SERVICES, PURCHASERS SHOULD CONTACT YORK REGION TRANSIT AT 905-762-2100 OR 1-866-668-3978 FOR YRT ROUTE MAPS, FUTURE PLAN MAPS OR THEY MAY VISIT THE REGION'S TRANSIT WEB SITE AT [TRANSITINFOYORK.CA](http://TRANSITINFOYORK.CA).

PLACEMENT OF OBJECTS WITHIN PUBLIC HIGHWAYS

PURCHASERS ARE ADVISED THAT THEY ARE NOT PERMITTED TO PLACE, OR PERMIT TO BE PLACED, ANY FENCE, TREE, SHRUB, BUSH, HEDGE, LANDSCAPE BERM, SIGNBOARD OR OTHER OBJECT WITHIN A PUBLIC HIGHWAY OR WITHIN THE LANDS LAID OUT ON THE PLAN FOR A PUBLIC HIGHWAY, WHETHER OR NOT SUCH LANDS ACTUALLY CONTAIN A PAVED PORTION OF A PUBLIC HIGHWAY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PURCHASERS ARE ADVISED THAT NO DRIVEWAY CURB OR PILLAR MAY BE PLACED WITHIN A PUBLIC HIGHWAY OR WITHIN THE LANDS LAID OUT ON THE PLAN FOR A PUBLIC HIGHWAY, WHETHER OR NOT SUCH LANDS ACTUALLY CONTAIN A PAVED PORTION OF A PUBLIC HIGHWAY AND NO DRIVEWAY PLACED WITHIN SUCH LANDS SHALL BE CONSTRUCTED OR ALTERED SO AS TO INTERFERE WITH THE OPERATION OF ANY MUNICIPAL SERVICE, SUCH AS SNOW REMOVAL EQUIPMENT.

RIGHT OF ENTRY

THE PURCHASERS ARE HEREBY ADVISED THAT SECTION A.21 OF THE SUBDIVISION AGREEMENT PROVIDES THAT THE TOWN SHALL HAVE THE RIGHT TO ENTER UPON THE LANDS IN ORDER TO CARRY OUT LOT GRADING IN ACCORDANCE WITH THAT SECTION.

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LOT GRADING SECURITY

PURCHASERS ARE ADVISED THAT THE LOT GRADING SECURITY DELIVERED TO THE TOWN PURSUANT TO THE SUBDIVISION AGREEMENT IS ASSURANCE FOR THE SOLE BENEFIT OF THE TOWN THAT THE DEVELOPER WILL COMPLY WITH THE REQUIREMENTS FOR LOT GRADING TO THE SATISFACTION OF THE TOWN. IT IS IN THE NATURE OF A DIRECT RELATIONSHIP BETWEEN THE TOWN AND THE FINANCIAL INSTITUTION ISSUING THE SECURITY AND MAY BE REALIZED UPON BY THE TOWN ONLY IN ACCORDANCE WITH AND FOR THE PURPOSES SET OUT IN THE SUBDIVISION AGREEMENT. IF THE PURCHASER PAYS THE DEVELOPER OR ANY OTHER PARTY ANY AMOUNT TO SECURE OR REIMBURSE THE DEVELOPER OR ANY SUCH OTHER PARTY FOR THE LOT GRADING SECURITY THE RECOVERY OF THAT SECURITY FROM THE DEVELOPER (OR OTHER THIRD PARTY) IS A PRIVATE MATTER BETWEEN THE PURCHASER AND THE PAYEE. THE TOWN WILL NOT BE ABLE TO REALIZE UPON THE SECURITY TO REIMBURSE THE PURCHASER UNDER ANY CIRCUMSTANCES.

IMPORTANT NOTICE TO PURCHASERS

AN APPLICATION HAS BEEN MADE FOR THIS PROJECT AND ALL APPROVALS REQUIRED FOR THE ISSUANCE OF BUILDING PERMITS FOR THIS PROJECT MAY NOT HAVE BEEN GRANTED. FOR FURTHER INFORMATION, CALL THE TOWN OF RICHMOND HILL PLANNING DEPARTMENT AT 771-8910, FILE 19T-98064, PHASE 2 AND 19T-07082.

PLACEMENT OF MATERIAL WITHIN LANDS FOR PARKLAND, OPEN SPACE AND VALLEYLANDS AND RECREATIONLANDS

PURCHASERS ARE ADVISED THAT THEY ARE NOT PERMITTED TO PLACE, OR PERMIT TO BE PLACED, ANY DEBRIS, JUNK, ROCKS, STUMPS, TREES, SHRUB, BUSH, HEDGE, LANDSCAPE BERM OR FILL OF ANY KIND OR OTHER OBJECT WITHIN LANDS TO BE CONVEYED TO THE TOWN OF RICHMOND HILL FOR PARKLAND OR OTHER RECREATIONAL PURPOSES OR FOR OPEN SPACE OR VALLEYLANDS OR WITHIN THE LANDS LAID OUT ON THE PLAN FOR SUCH PURPOSES.

PURCHASERS ARE FURTHER ADVISED THAT THEY ARE NOT PERMITTED TO PLACE, OR PERMIT TO BE PLACED, A GATE IN ANY FENCE ERECTED ON SUCH LANDS AND THAT THEY SHALL NOT HAVE DIRECT ACCESS FROM THEIR OWN PROPERTY TO SUCH LANDS.

PURCHASERS ARE FURTHER ADVISED THAT THEY ARE NOT PERMITTED TO CAUSE OR ALLOW TO BE UNDERTAKEN ON ANY SUCH LANDS ANY ACTIVITY OTHER THAN PERMITTED BY THE TOWN IN ACCORDANCE WITH ITS BY-LAWS AND/OR PRACTICES WITHOUT THE EXPRESS PERMISSION OF THE COMMISSIONER.

STREET TREES

PURCHASERS ARE ADVISED THAT WHILE THE TOWN HAS IMPOSED A CHARGE FOR TREE PLANTING BASED UPON THE NUMBER OF RESIDENTIAL UNITS WITHIN THE PLAN(S), THERE IS NO GUARANTEE OR REPRESENTATION THAT A TREE WILL BE PLACED ON THE UNTRAVELLED PORTION OF THE PUBLIC HIGHWAY IN FRONT OF THE RESIDENTIAL UNIT THE PURCHASERS ARE BUYING. THE USE OF THE NUMBER OF RESIDENTIAL UNITS IS SOLELY A METHOD OF CALCULATING THE CHARGE. IF THE PURCHASER PAYS THE DEVELOPER OR ANY OTHER PARTY ANY AMOUNT FOR TREE PLANTING OR STREET TREES, THAT IS A PRIVATE MATTER BETWEEN THE PURCHASER AND THE PAYEE. THE TOWN IS NOT OBLIGATED IN ANY MANNER WHATSOEVER TO PLANT A TREE IN FRONT OF ANY PARTICULAR RESIDENTIAL UNIT.

PARK DEVELOPMENT

PURCHASERS ARE ADVISED THAT COMMUNITY USES ARE INTENDED FOR THE PARKLAND IN THE VICINITY OF THE PROPERTY AND THAT SUCH USES MAY RESULT IN INCREASED TRAFFIC ON THE STREETS ADJACENT TO OR IN THE VICINITY OF THE PROPERTY. PURCHASERS ARE FURTHER ADVISED THAT THE PROPERTY MAY BE AFFECTED BY NOISE AND LIGHTING FROM THE PARKLAND WHICH MAY INTERFERE WITH SOME ACTIVITIES OF THE BUILDING OCCUPANTS.

ENCROACHMENTS

PURCHASERS ARE ADVISED THAT ENCROACHMENTS OF ANY KIND ARE NOT PERMITTED ON TO ADJACENT ENVIRONMENTAL LANDS, OPEN SPACE, PARK, STORMWATER, VALLEYLAND, WATER COURSES OR CHANNELS.

VALLEYLAND AND OPEN SPACE DEVELOPMENT AND RECREATION TRAIL SYSTEM

PURCHASERS ARE ADVISED THAT THE TOWN OF RICHMOND HILL INTENDS TO INSTALL OR HAVE INSTALLED TRAIL SYSTEMS FOR RECREATIONAL USE IN LANDS TAKEN BY THE TOWN, THE TORONTO AND REGION CONSERVATION AUTHORITY AND/OR OTHER PUBLIC BODIES FOR VALLEYLANDS AND OPEN SPACE PURPOSES, WHETHER WITHIN, ADJACENT TO OR IN THE VICINITY OF THE PLAN, THAT SUCH TRAILS MAY BE SITUATED WITHIN THOSE LANDS IN LOCATIONS ADJACENT TO OR IN THE VICINITY OF THE PROPERTY AND THAT SUCH USES MAY RESULT IN INCREASED PEDESTRIAN AND NON-MOTORIZED VEHICULAR USE OF THOSE TYPES OF PUBLIC LANDS ADJACENT TO OR IN THE VICINITY OF THE PROPERTY.

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NOTICE

Town of Richmond Hill  
Future Park Site  
For more information Call  
Parks, Recreation and Culture Department  
(905) 771-8870  
No Dumping  
By-law No. 218-90 (As Amended)

NOTICE TO PURCHASERS - NOISE

PURCHASERS ARE ADVISED THAT DESPITE THE INCLUSION OF NOISE CONTROL FEATURES WITHIN THE DEVELOPMENT AREA AND WITHIN THE INDIVIDUAL BUILDING UNITS, NOISE LEVELS MAY CONTINUE TO BE OF CONCERN, OCCASIONALLY INTERFERING WITH SOME ACTIVITIES OF THE BUILDING OCCUPANTS.

NOTICE - ALLOCATED SEWAGE CAPACITY

PURCHASERS ARE ADVISED THAT THE TOWN OF RICHMOND HILL HAS ALLOCATED SEWAGE CAPACITY FOR THE LOTS OR BLOCKS ON THE PLAN OF SUBDIVISION SUBJECT TO THE POLICIES ADOPTED BY THE COUNCIL OF THE TOWN FROM TIME TO TIME. ONE OF THOSE POLICIES IS THAT SUCH ALLOCATION MAY BE REVOKED IF THE ASSIGNED CAPACITY IS NOT UTILIZED WITHIN TWO YEARS FROM THE DATE OF ALLOCATION. AVAILABILITY OF SUCH SEWAGE CAPACITY IS PRE-CONDITION OF THE ISSUANCE OF ANY BUILDING PERMITS FOR ANY RESIDENTIAL DWELLING UNITS WITHIN THE PLAN. FOR FURTHER INFORMATION, PLEASE CONTACT, THE TOWN OF RICHMOND HILL ENGINEERING AND PUBLIC WORKS DEPARTMENT AT 771-8800, FILES 1ST-98004, PHASE 2 AND 1ST-07002.

NOTICE TO PURCHASERS - COLLECTOR ROAD

PURCHASERS ARE ADVISED THAT THIS LOT OR BLOCK FRONTS ONTO OR ADJUTS A PUBLIC HIGHWAY DESIGNATED AS A COLLECTOR ROAD. PURCHASERS MAY EXPERIENCE HEAVY TRAFFIC VOLUMES AT TIMES WHICH MAY OCCASIONALLY INTERFERE WITH DRIVEWAY ACCESS AND EGRESS FROM THE PROPERTY.

NOTICE TO PURCHASERS - ENGINEERED FILL OR SPECIAL BUILDING TECHNIQUES

PURCHASERS ARE ADVISED THAT THE PROPERTY MAY HAVE RECEIVED OR MAY RECEIVE ENGINEERED FILL. PURCHASERS ARE FURTHER ADVISED THAT UNLESS THE PROPERTY HAS RECEIVED OR WILL RECEIVE SUCH ENGINEERED FILL, IT MAY REQUIRE SPECIAL BUILDING TECHNIQUES FOR THE FOUNDATION AND/OR SUPERSTRUCTURE OF THE BUILDING(S) ON THE PROPERTY. PURCHASERS ARE FURTHER ADVISED THAT, IN ANY EVENT, SPECIAL BUILDING TECHNIQUES MAY BE REQUIRED TO PROVIDE SUPPORT FOR ANY OTHER STRUCTURES BUILT ON THE PROPERTY, INCLUDING SUCH STRUCTURES AS SWIMMING POOLS AND DECKS.

NOTICE TO PURCHASERS - SURF PUMPS

PURCHASERS ARE ADVISED THAT AS A RESULT OF THE SHALLOW DEPTH OF THE STORM SEWERS SERVICING THE LANDS WITHIN THE PLAN AND IN THE VICINITY OF THE PLAN, EACH DWELLING UNIT HAS BEEN EQUIPPED WITH AN ELECTRICAL SURF PUMP. THE

PURCHASERS ACKNOWLEDGE THAT MAINTENANCE OF THE SUMP PUMP IS AND SHALL REMAIN THE SOLE RESPONSIBILITY OF THE OWNER OF THE DWELLING UNIT FROM TIME TO TIME. THE PURCHASERS ACKNOWLEDGE THAT THE CORPORATION OF THE TOWN OF RICHMOND HILL SHALL NOT BE LIABLE FOR ANY DAMAGES, LOSSES OR COSTS INCURRED IN ANY MANNER WHATSOEVER IN THE EVENT OF FAILURE TO INSTALL SUCH SUMP PUMP, THE REMOVAL OF SUCH SUMP PUMP, THE FAILURE OR INADEQUACY OF SUCH SUMP PUMP, THE FAILURE TO MAINTAIN SUCH SUMP PUMP AND THE FAILURE OF SUCH SUMP PUMP TO PREVENT WATER OR MOISTURE FROM ENTERING OR COLLECTING WITHIN THE DWELLING UNIT FOR ANY REASON WHATSOEVER.

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ACKNOWLEDGEMENT AND AGREEMENT

TO: SILVER STREAMS HOMES (PUCCINI) INC. (the "Vendor")

AND TO: JACK GREENBERG, its solicitor

Re: Silver Streams Homes (Puccini) Inc. sale to IBRAHIM EL-HAJJ AND OLENA HAVRYSCHUK of Lot 001 Plan 65M 4331, Richmond Hill - 66 Rossini Drive, Richmond Hill-Tarion Enrollment Number: 34331

WHEREAS the closing date for the above transaction has been extended and delayed and the Purchaser and Vendor have agreed upon the amount of delayed closing compensation to which the Purchaser might otherwise be entitled through the Tarion Delayed Closing Warranty and its Addendums;

AND WHEREAS the Purchaser has been provided various free upgrades, credits and compensation (collectively the "Compensation") by the Vendor in full satisfaction of any compensation for the delayed closing of the above transaction under the above Tarion Delayed Closing Warranty and Addendums which the Purchaser acknowledges is greater than the amount to which the Purchaser might otherwise be entitled thereunder and the Purchaser has had independent legal advice and representation in connection with same;

IN CONSIDERATION OF THE CLOSING of the above-noted transaction and the receipt of the Compensation (the receipt, adequacy and sufficiency of which the Purchaser hereby acknowledges), the undersigned parties agree as follows:

- 1) That the Purchaser and Vendor agree that the Compensation consists of a credit against upgrades ordered as reflected on the Statement of Adjustments totalling \$8,475.00 (\$7,500.00 plus HST) and same shall constitute all of the compensation to which the Purchaser might otherwise be entitled and that the Purchaser has received same and the Purchaser accepts same in full satisfaction of any delayed closing compensation otherwise payable by the Vendor to the Purchaser;
- 2) That the execution of this document by the parties hereto shall be deemed to have satisfied all of the requirements of Tarion in regard to delayed closing compensation.
- 3) That this agreement may be executed in counterpart or counterparts and when combined shall be deemed to be sufficient as an original.

Dated this \_\_\_\_ day of August, 2013.

SILVER STREAMS HOMES INC.

PER: \_\_\_\_\_  
Imran Jannah-President  
I have authority to bind the Corporation

IBRAHIM EL-HAJJ

OLENA HAVRYSCHUK

436

ASSIGNMENT AND AUTHORIZATION

TO: Silver Streams Homes (Pucelnl) Inc.

AND TO: Jack Greenberg

Re: Vendor : Silver Streams Homes (Pucelnl) Inc. (the "Vendor")

Purchaser : IBRAHIM EL-HAJJ AND OLENA HAVRYSCHUK  
(collectively the "Purchaser")

Property : Lot 001, Plan 65M 4331, Richmond Hill - 66 Rossini Drive,  
Richmond Hill (the "Property")

IN CONSIDERATION of the collection and remittance of the goods and services tax/harmonized sales tax (the "GST/HST") imposed by the Excise Tax Act (Canada), as amended, by the Vendor, the Purchaser hereby unconditionally and irrevocably:

1. assigns, transfers and sets over unto the Vendor all of his/her/their right, title and interest to any and all sales tax rebates including any Federal and/or Provincial Sales Tax rebate and/or GST/HST rebates or any other rebates to which the Purchaser is entitled in connection with the payment of GST/HST payable on the transfer to the Purchaser of ownership and/or possession of the Property; and
2. authorizes and appoints the Vendor, or its agents authorized by it in this regard, as the Purchaser's authorized representative and attorney for the purposes of applying for and receiving such tax rebates including using the name of the Purchaser for the purposes of such application.

The Purchaser covenants and agrees to execute at any time after the date hereof, on the request by but at no cost to the Vendor, any and all documents required to give effect to this assignment and authorization, including but not limited to any forms prescribed from time to time by any governmental authority of legislation.

The Purchaser and Vendor agree that the provisions hereof shall survive the closing of the above-noted transaction.

DATED at Vaughan, this 27th day of August, 2013.

IBRAHIM EL-HAJJ

OLENA HAVRYSCHUK

437

UNDERTAKING

TO: SILVER STREAMS HOMES (PUCCINI) INC.

AND TO: JACK GREENBERG, its solicitor

Re: Silver Streams Homes (Puccini) Inc. sale to IBRAHIM EL-HAJJ AND  
OLENA HAVRYSCHUK of Lot 001 Plan 45M 4331, Richmond Hill - 66  
Rossini Drive, Richmond Hill (the "Property")

IN CONSIDERATION OF THE CLOSING of the above-noted transaction, the undersigned hereby undertakes to readjust all items on or omitted from the Statement of Adjustments forthwith upon written demand and shall forthwith upon written demand reimburse you or pay to you any realty tax refunds or rebates received by or credited to the undersigned in connection with the aforesaid property for any taxation year up to and including 2013 during which Silver Streams Homes (Puccini) Inc. or its affiliate(s) was/were the owner(s) of the aforesaid Property.

Dated this 27th day of August, 2013.

IBRAHIM EL-HAJJ

OLENA HAVRYSCHUK

438

DIRECTION RE TITLE

TO: Silver Stream Homes  
AND TO: Jack Greenberg  
Barrister and Solicitor  
RE: El-Hajj/Havryschuk p/f Silver Stream Homes  
66 Rossini Drive, Richmond Hill  
Closing Date: August 27, 2013

I HEREBY AUTHORIZE AND DIRECT you to engross the deed or transfer with respect to the above transaction as follows:

| <u>Full Name</u>  | <u>Birthdate</u>  |
|-------------------|-------------------|
| EL-HAJJ, Ibrahim  | November 26, 1968 |
| HAVRYSCHUK, Olena | October 16, 1973  |

as joint tenants

AND FOR SO DOING this shall be your good, sufficient and irrevocable authority.

DATED at Vaughan, this 23 day of August, 2013.

Ibrahim El-Hajj

Olena Havryschuk

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ACKNOWLEDGEMENT AND AGREEMENT

TO: SILVER STREAMS HOMES (PUCCINI) INC. (the "Vendor")

AND TO: JACK GREENBERG, its solicitor

Re: Silver Streams Homes (Puccini) Inc. sale to IBRAHIM EL-HAJJ AND OLENA HAVRYSCHUK of Lot 001 Plan 65M 4331, Richmond Hill - 66 Rossmore Drive, Richmond Hill-Tarion Enrollment Number: 34331

WHEREAS the closing date for the above transaction has been extended and delayed and the Purchaser and Vendor have agreed upon the amount of delayed closing compensation to which the Purchaser might otherwise be entitled through the Tarion Delayed Closing Warranty and its Addendums;

AND WHEREAS the Purchaser has been provided various free upgrades, credits and compensation (collectively the "Compensation") by the Vendor in full satisfaction of any compensation for the delayed closing of the above transaction under the above Tarion Delayed Closing Warranty and Addendums which the Purchaser acknowledges is greater than the amount to which the Purchaser might otherwise be entitled thereunder and the Purchaser has had independent legal advice and representation in connection with same;

IN CONSIDERATION OF THE CLOSING of the above-noted transaction and the receipt of the Compensation (the receipt, adequacy and sufficiency of which the Purchaser hereby acknowledges), the undersigned parties agree as follows:

- 1) That the Purchaser and Vendor agree that the Compensation consists of a credit against upgrades ordered as reflected on the Statement of Adjustments totalling \$8,475.00 (\$7,500.00 plus HST) and same shall constitute all of the compensation to which the Purchaser might otherwise be entitled and that the Purchaser has received same and the Purchaser accepts same in full satisfaction of any delayed closing compensation otherwise payable by the Vendor to the Purchaser;
- 2) That the execution of this document by the parties hereto shall be deemed to have satisfied all of the requirements of Tarion in regard to delayed closing compensation.
- 3) That this agreement may be executed in counterpart or counterparts and when combined shall be deemed to be sufficient as an original.

Dated this 21 day of August, 2013.

SILVER STREAMS HOMES INC.

PER: [Signature]  
Imran Jinnah-President  
I have authority to bind the Corporation

IBRAHIM EL-HAJJ

OLENA HAVRYSCHUK

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RE-DIRECTION AND UNDERTAKING

TO: IBRAHIM EL-HAJJ AND OLENA HAVRYSCHUK

AND TO: Joel R. Hirsch, their solicitor(s)

Re: Silver Streams Homes (Puccini) Inc. sale to IBRAHIM EL-HAJJ AND OLENA HAVRYSCHUK of Lot 001 Plan 65M 4331, Richmond Hill - 66 Rossini Drive, Richmond Hill

EACH OF THE UNDERSIGNED hereby authorize(s) and direct(s) you to make funds payable on the above-noted transaction as follows:

1. Bank of Montreal
2. Chaiton & Chaiton in Trust
3. Jack Greenberg in Trust

IV \$ 1,827,000 IS

IV \$ 2,675,827.85 IS

TOTAL

\$ 5,502,827.85

IN CONSIDERATION OF and notwithstanding the closing of the above-noted transaction, with respect to each of the following mortgages, charges, assignments of rents or amending agreements (if applicable):

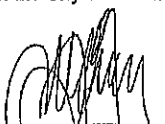
| <u>MORTGAGEE</u>               | <u>INSTRUMENT NUMBER</u>                                                                                                                   |
|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| 1) Bank of Montreal            | YR1775152, YR1775153, YR1812194, YR1858144 as the case may be                                                                              |
| 2) Dapaul Management Limited   | YR1273815, YR1812186, YR1858140, YR1961364 as the case may be                                                                              |
| 3) Puccini Mortgage Corp.      | YR1254039, YR1274564, YR1812187, YR1858139, YR1961365 as the case may be                                                                   |
| 4) 388242 Ontario Limited      | YR1386722, YR1812188, YR1858141, YR1961366 as the case may be                                                                              |
| 5) 53 Puccini Mortgage Corp.   | YR1063023, YR1563339, YR1563367, YR1570882, YR1812185, YR1858138, YR1961363, YR1657654, YR1812189, YR1858142, YR1961367 as the case may be |
| 6) Nastell Investments Limited | YR1657655, YR1783161, YR1812190, YR1858143, YR1961368 as the case may be                                                                   |

EACH OF THE UNDERSIGNED UNDERTAKES AS FOLLOWS:

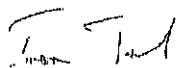
1. To immediately pay out of the closing proceeds to the mortgagee or person entitled thereto, any sums of money required, according to the attached discharge statement, to fully pay out and discharge the above referenced encumbrance(s).
2. In the event that the encumbrancer has confirmed that it will forward the applicable discharge document to the undersigned for registration, to obtain and register a proper form of discharge as soon as possible after this date, to provide you with particulars of registration and to deliver to you a copy of same, if available.
3. In the event that the encumbrancer has confirmed that it will register the applicable discharge document, to cause to be registered a proper form of discharge as soon as possible after this date, to provide you with particulars of registration and to deliver to you a copy of the Registration Report of same, if available.

In this Undertaking, any reference to the word "mortgage" or any variation thereof shall also include a "charge" and registration shall apply to the appropriate Land Titles Office in which the lands are registered.

DATED at the City of Toronto, this 27th day of August, 2013

  
Jack Greenberg  
Barrister and Solicitor

SILVER STREAMS HOMES (PUCCINI) INC.

Per:   
Imran Jinnah-President  
I have authority to bind the Corporation

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ACKNOWLEDGEMENT AND DIRECTION

To: Jack Greenberg  
(insert lawyer' name)

AND TO: Jack Greenberg Law Office  
(insert Firm name if applicable)

RE: Sale of 66 Rossini Drive, Town of Richmond Hill  
(insert brief description of transaction)

This will confirm that:

- I/we have reviewed the information set out in the attached schedule, and that the information is accurate;
- You are authorized and directed to register electronically on my behalf the document(s) described in this Acknowledgement and Direction as well as other document(s) required to complete the transaction described above;
- You are authorized and directed to enter into an escrow closing arrangement substantially in the form of the Document Registration Agreement which you have shown and discussed with the undersigned and I/we acknowledge that I/we shall be bound by the terms of that Agreement.
- The effect of the electronic documents described in this Acknowledgement and Direction has/have been fully explained to me/us and I/we understand that I/we are parties to and bound by the terms and provisions of these electronic document(s) to the same extent as if I/we had signed these documents; and
- I/we are in fact parties named in the electronic documents described in this Acknowledgment and Direction and I/we have not misrepresented our identities to you.

DESCRIPTION OF DOCUMENTS TO BE SIGNED AND REGISTERED ELECTRONICALLY:

1. Transfer- in the form attached hereto

In addition to the foregoing, the undersigned approves the calculations on the Statement of Adjustments for this transaction.

Dated at Toronto, this 27th day of August, 2013.

Witness: (as to all signatures, if applicable)

Silver Streams Homes (Puccini) Inc.

Per: [Signature]

Imran Jinnah-A.S.O.

I have authority to bind the Corporation

2147650 Ontario Inc.

Per: [Signature]

Imran Jinnah-A.S.O.

I have authority to bind the Corporation

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**ACKNOWLEDGEMENT AND DIRECTION**

To: Jack Greenberg  
(insert lawyer' name)

AND TO: Jack Greenberg Law Office  
(insert Firm name if applicable)

RE: Sale of 66 Rossini Drive, Town of Richmond Hill  
(insert brief description of transaction)

This will confirm that:

- I/we have reviewed the information set out in the attached schedule, and that the information is accurate;
- You are authorized and directed to register electronically on my behalf the document(s) described in this Acknowledgement and Direction as well as other document(s) required to complete the transaction described above;
- You are authorized and directed to enter into an escrow closing arrangement substantially in the form of the Document Registration Agreement which you have shown and discussed with the undersigned and I/we acknowledge that I/we shall bound by the terms of that Agreement.
- The effect of the electronic documents described in this Acknowledgement and Direction has/have been fully explained me/us and I/we understand that I/we are parties to and bound by the terms and provisions of these electronic document(s) to the same extent as if I/we had signed these documents; and
- I/we are in fact parties named in the electronic documents described in this Acknowledgment and Direction and I/we have not misrepresented our identities to you.

**DESCRIPTION OF DOCUMENTS TO BE SIGNED AND REGISTERED ELECTRONICALLY:**

1. Transfer- in the form attached hereto

In addition to the foregoing, the undersigned approves the calculations on the Statement of Adjustments for this transaction.

Dated at Toronto, this 27th day of August, 2013.

Witness: (as to all signatures, if applicable)

Silver Streams Homes (Puccini) Inc.

Per: Imran Jinnah

Imran Jinnah-A.S.O.

I have authority to bind the Corporation

2147650 Ontario Inc.

Per: Imran Jinnah

Imran Jinnah-A.S.O.

I have authority to bind the Corporation

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Direction, Undertaking, Warranty and Bill of Sale

TO: IBRAHIM EL-HAJJ AND OLENA HAVRYSCHUK (collectively the "Purchaser(s)")  
AND TO: Joel R. Hirsch, their solicitor(s)  
Re: Silver Streams Homes (Puccini) Inc. sale to IBRAHIM EL-HAJJ AND OLENA HAVRYSCHUK  
of Lot 001 Plan 65M 4331, Richmond Hill - 66 Rossini Drive, Richmond Hill

DIRECTION

THE UNDERSIGNED hereby authorizes and directs you to make funds payable with respect to the above-noted transaction to Jack Greenberg, in trust, or as he may direct, and for so doing this shall be your full and sufficient authority.

UNDERTAKING

THE UNDERSIGNED, in consideration of the closing of the above-noted transaction, hereby undertakes as follows:

1. To pay all realty taxes and related penalties in accordance with the Statement of Adjustments; and
2. To readjust any items on or omitted from the statement of adjustments that may require same to the date of closing;
3. To provide an Occupancy Certificate forthwith upon receipt of same after closing
4. To pay all utilities to the date of closing;
5. To complete any outstanding items as soon as possible after closing weather permitting.
6. To hold the Purchaser's Security Deposit of \$ 500.00 and apply or deal with same pursuant to the provisions of the Agreement of Purchase and Sale between the Vendor and Purchaser(s).

WARRANTY

THE UNDERSIGNED hereby warrants and represents that, to the best of its knowledge, the Property has not been insulated with Urea Formaldehyde Foam Insulation and that all chattels, fixtures and additional items sold under the agreement of purchase and sale are the property of the vendor and are free and clear of all encumbrances and will be left on the Property on closing.

BILL OF SALE

THE UNDERSIGNED, in consideration of other good and valuable consideration and the sum of TWO (\$2.00) DOLLARS (the receipt and sufficiency of which is hereby acknowledged), hereby transfers and sets over to you:

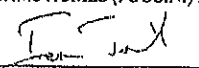
all chattels situate on the premises municipally known as 66 Rossini Drive, Richmond Hill and as set out in the Agreement of Purchase and Sale for the within Transaction.

THE UNDERSIGNED hereby covenants that it is the lawful owner of the aforesaid chattels and fixtures hereby transferred; and no other person firm or corporation has any interest whatsoever therein, or any claim, lien or charge thereon; and that it is entitled to sell and transfer the said chattels and fixtures.

The Undersigned hereby assigns, to the extent it is entitled to do so without any third party consent thereto, to the Purchaser(s) any and all warranties and guarantees applicable to any of such chattels and fixtures.

DATED at Toronto this 27th day of August, 2013.

SILVER STREAMS HOMES (PUCCINI) INC.

Per: 

Imran Jinnah-A.S.O.

I have authority to bind the Corporation

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Statutory Declaration

THE LAND TITLES ACT

IN THE MATTER of the title to Lot 001, Registered Plan 65M 4331, Town of Richmond Hill, Ontario (the "Property")

AND IN THE MATTER OF the sale of the Property from Silver Streams Homes (Puccini) Inc. (the "Vendor") to IBRAHIM EL-HAJJ AND OLENA HAVRYSCHUK (the "Purchaser")

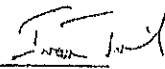
I, Imran Jinnah, President of Silver Streams Homes (Puccini) Inc., of the Town of Richmond Hill, in the Province of Ontario, SOLEMNLY DECLARE that:

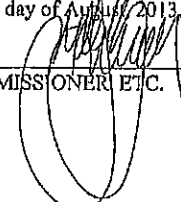
1. I am the President of Silver Streams Homes (Puccini) Inc. (the vendor in the above mentioned transaction) and as such have knowledge of the matters hereinafter deposed to.
2. Silver Streams Homes (Puccini) Inc. is not now a non-resident of Canada and subsequent to the closing of the aforesaid transaction will not be a non-resident of Canada within the meaning of the Income Tax Act as amended.
3. The Property has never been occupied by any of the directors or shareholders of the Vendor and/or any of their respective spouses and same does not constitute a family asset or matrimonial home under The Family Law Act of Ontario (as amended).
4. The Vendor has fully complied with the Subdivision Agreement registered as # YR 1805185 and also is not in default under any other agreements (whether registered on title or not) to the extent any of same may still be applicable or in force with respect to the Property.
5. The Vendor agrees to indemnify the Purchaser with respect to any construction liens which may arise with respect to work performed by the Vendor or its agents on the Property and to complete any outstanding work in a good and workmanlike manner in accordance with the Agreement of Purchase and Sale.

AND I make this solemn Declaration conscientiously believing it to be true, and knowing it is of the same force and effect as if made under oath.

DECLARED before  
me at the City of Toronto, in the  
Municipality of Metropolitan Toronto,  
this 27th day of August, 2013.

)  
)  
)  
)  
)

  
Imran Jinnah

  
A COMMISSIONER ETC.

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AGREEMENT AND ACKNOWLEDGEMENT

TO: Silver Streams Homes (Puccini) Inc. (the "Vendor")

AND TO: Jack Greenberg, its solicitor

Re: Vendor : Silver Streams Homes (Puccini) Inc.  
Purchaser : IBRAHIM EL-HAJJ AND OLENA HAVRYSCHUK  
(collectively the "Purchaser")  
Property : Lot 001, Plan 65M 4331, Richmond Hill - 66 Rossini Drive,  
Richmond Hill (the "Property")

IN CONNECTION WITH THE AFORESAID TRANSACTION and pursuant to the Agreement of Purchase and Sale for the Property between the Vendor and Purchaser, each of the undersigned hereby acknowledge and agree that the said Agreement of Purchase and Sale is hereby amended by including therein the provisions of the attached Schedule "A" to the extent it/they is/are applicable to the Property effective as of the date of the acceptance of the said Agreement of Purchase and Sale.

The parties hereto agree that this Agreement and Acknowledgement may be executed in counterpart or counterparts and when attached to each other shall constitute one original document.

DATED at \_\_\_\_\_, this 27th day of August, 2013.

\_\_\_\_\_  
IBRAHIM EL-HAJJ

\_\_\_\_\_  
OLENA HAVRYSCHUK

SILVER STREAMS HOMES (PUCCINI) INC.

PER: \_\_\_\_\_

Imran Jinnah-President

I have authority to bind the Corporation

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SCHEDULE "A"

RETAINING WALLS

PURCHASERS ARE ADVISED THAT WHERE RETAINING WALLS ARE SHOWN ON THE LOT GRADING PLAN ATTACHED AS SCHEDULE "K" TO THE SUBDIVISION AGREEMENT BETWEEN THE TOWN OF RICHMOND HILL (THE "TOWN") AND THE DEVELOPER (THE "SUBDIVISION AGREEMENT") FOR THIS PLAN OR ON THE INDIVIDUAL LOT GRADING PLAN(S) FILED PURSUANT TO SECTION A.21 OF THE SUBDIVISION AGREEMENT, IT IS THE REQUIREMENT OF THE TOWN THAT SUCH RETAINING WALLS BE CONSTRUCTED ON PRIVATE PROPERTY AND THAT THEY BE MAINTAINED BY THE INDIVIDUAL OWNERS OF THE LOT(S). FURTHER, PURCHASERS ARE ADVISED THAT THE INDIVIDUAL LOT GRADING PLAN(S) FILED PURSUANT TO THE SAID SECTION A.21 MAY RESULT IN A CHANGE TO THE GRADING PLAN AND FEATURES SHOWN ON SCHEDULE "K" OF THE SUBDIVISION AGREEMENT. PURCHASERS SHOULD CONTACT THE TOWN ENGINEERING DEPARTMENT TO REVIEW THE APPROVED INDIVIDUAL LOT GRADING PLAN(S).

GRADING DETAILS

PURCHASERS ARE ADVISED THAT THE TOWN HAS RESERVED THE RIGHT TO AMEND THE PROVISIONS AND DETAILS SHOWN ON SCHEDULE "K" TO THE SUBDIVISION AGREEMENT FOR THIS PLAN BY EITHER AN AMENDMENT TO THE SUBDIVISION AGREEMENT (WHICH MAY OR MAY NOT BE REGISTERED ON TITLE) OR BY THE APPROVAL OF (OR AMENDMENT OF) THE INDIVIDUAL LOT GRADING PLAN(S) FILED PURSUANT TO SECTION A.21 OF THE SUBDIVISION AGREEMENT. PURCHASERS ARE FURTHER ADVISED THAT SUCH AMENDMENTS MAY RESULT IN ALTERATIONS TO ANY FEATURES SHOWN ON SCHEDULE "K" OR THE ADDITION OF FEATURES NOT SHOWN ON SCHEDULE "K", INCLUDING BUT NOT LIMITED TO RETAINING WALLS. PURCHASERS ARE ADVISED TO CONSULT WITH THE CONSTRUCTION SECTION OF THE TOWN'S TRANSPORTATION AND WORKS DEPARTMENT TO ASCERTAIN THE DETAILS OF THE APPROVED GRADING FOR ANY INDIVIDUAL LOT AND ARE CAUTIONED NOT TO RELY SOLELY UPON THE PROVISIONS AND DETAILS SHOWN ON SCHEDULE "K".

COMMUNITY MAIL BOXES

NOTWITHSTANDING CURRENT OBJECTIONS OF THE TOWN OF RICHMOND HILL TO THIS POLICY, IT IS LIKELY THAT THERE WILL BE NO DOOR-TO-DOOR MAIL DELIVERY. PURCHASERS ARE ADVISED THAT CANADA POST CORPORATION INTENDS TO SERVICE THIS PROPERTY THROUGH THE USE OF COMMUNITY MAIL BOXES OR GROUP BOXES AND DOES NOT INTEND TO IMPLEMENT DOOR-TO-DOOR MAIL DELIVERY TO IT IN THE FUTURE.

PUBLIC TRANSIT SYSTEM

THE REGION OF YORK (THE "REGION") AND THE TOWN OF RICHMOND HILL ARE COMMITTED TO PROVIDING AN EXTENSIVE PUBLIC TRANSIT SYSTEM WITHIN THE TOWN.

PUBLIC TRANSIT IS A SERVICE UNDER THE JURISDICTION OF THE REGION.

IT IS POSSIBLE THAT A PUBLIC TRANSIT ROUTE WILL BE ESTABLISHED THROUGH THIS SUBDIVISION OR PART OF IT IN THE FUTURE. THE REGION RESERVES THE RIGHT TO PROMOTE THE INTRODUCTION A BUS ROUTE ON ANY STREET IN ORDER TO REACH THE GOAL OF PROVIDING AN EXTENSIVE TRANSIT SYSTEM. THIS WILL INCLUDE BUS-STOPPS AND BUS SHELTERS.

FOR INFORMATION ON EXISTING TRANSIT SERVICES AS WELL AS POSSIBLE FUTURE TRANSIT SERVICES, PURCHASERS SHOULD CONTACT YORK REGION TRANSIT AT 905-762-2100 OR 1-866-668-3978 FOR YRT ROUTE MAPS, FUTURE PLAN MAPS OR THEY MAY VISIT THE REGION'S TRANSIT WEB SITE AT [TRANSITINFO@YORK.CA](http://TRANSITINFO@YORK.CA).

PLACEMENT OF OBJECTS WITHIN PUBLIC HIGHWAYS

PURCHASERS ARE ADVISED THAT THEY ARE NOT PERMITTED TO PLACE, OR PERMIT TO BE PLACED, ANY FENCE, TREE, SHRUB, BUSH, HEDGE, LANDSCAPE BERM, SIGNBOARD OR OTHER OBJECT WITHIN A PUBLIC HIGHWAY OR WITHIN THE LANDS LAID OUT ON THE PLAN FOR A PUBLIC HIGHWAY, WHETHER OR NOT SUCH LANDS ACTUALLY CONTAIN A PAVED PORTION OF A PUBLIC HIGHWAY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PURCHASERS ARE ADVISED THAT NO DRIVEWAY CURB OR PILLAR MAY BE PLACED WITHIN A PUBLIC HIGHWAY OR WITHIN THE LANDS LAID OUT ON THE PLAN FOR A PUBLIC HIGHWAY, WHETHER OR NOT SUCH LANDS ACTUALLY CONTAIN A PAVED PORTION OF A PUBLIC HIGHWAY AND NO DRIVEWAY PLACED WITHIN SUCH LANDS SHALL BE CONSTRUCTED OR ALTERED SO AS TO INTERFERE WITH THE OPERATION OF ANY MUNICIPAL SERVICE, SUCH AS SNOW REMOVAL EQUIPMENT.

RIGHT OF ENTRY

THE PURCHASERS ARE HEREBY ADVISED THAT SECTION A.21 OF THE SUBDIVISION AGREEMENT PROVIDES THAT THE TOWN SHALL HAVE THE RIGHT TO ENTER UPON THE LANDS IN ORDER TO CARRY OUT LOT GRADING IN ACCORDANCE WITH THAT SECTION.

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#### LOT GRADING SECURITY

PURCHASERS ARE ADVISED THAT THE LOT GRADING SECURITY DELIVERED TO THE TOWN PURSUANT TO THE SUBDIVISION AGREEMENT IS ASSURANCE FOR THE SOLE BENEFIT OF THE TOWN THAT THE DEVELOPER WILL COMPLY WITH THE REQUIREMENTS FOR LOT GRADING TO THE SATISFACTION OF THE TOWN. IT IS IN THE NATURE OF A DIRECT RELATIONSHIP BETWEEN THE TOWN AND THE FINANCIAL INSTITUTION ISSUING THE SECURITY AND MAY BE REALIZED UPON BY THE TOWN ONLY IN ACCORDANCE WITH AND FOR THE PURPOSES SET OUT IN THE SUBDIVISION AGREEMENT. IF THE PURCHASER PAYS THE DEVELOPER OR ANY OTHER PARTY ANY AMOUNT TO SECURE OR REIMBURSE THE DEVELOPER OR ANY SUCH OTHER PARTY FOR THE LOT GRADING SECURITY THE RECOVERY OF THAT SECURITY FROM THE DEVELOPER (OR OTHER THIRD PARTY) IS A PRIVATE MATTER BETWEEN THE PURCHASER AND THE PAYEE. THE TOWN WILL NOT BE ABLE TO REALIZE UPON THE SECURITY TO REIMBURSE THE PURCHASER UNDER ANY CIRCUMSTANCES.

#### IMPORTANT NOTICE TO PURCHASERS

AN APPLICATION HAS BEEN MADE FOR THIS PROJECT AND ALL APPROVALS REQUIRED FOR THE ISSUANCE OF BUILDING PERMITS FOR THIS PROJECT MAY NOT HAVE BEEN GRANTED. FOR FURTHER INFORMATION, CALL THE TOWN OF RICHMOND HILL PLANNING DEPARTMENT AT 771-8910, FILE 19T-98004, PHASE 2 AND 19T-07002.

#### PLACEMENT OF MATERIAL WITHIN LANDS FOR PARKLAND, OPEN SPACE AND VALLEYLANDS AND RECREATIONAL LANDS

PURCHASERS ARE ADVISED THAT THEY ARE NOT PERMITTED TO PLACE, OR PERMIT TO BE PLACED, ANY DEBRIS, JUNK, ROCKS, STUMPS, TREES, SHRUB, BUSH, HEDGE, LANDSCAPE BERM OR FILL OF ANY KIND OR OTHER OBJECT WITHIN LANDS TO BE CONVEYED TO THE TOWN OF RICHMOND HILL FOR PARKLAND OR OTHER RECREATIONAL PURPOSES OR FOR OPEN SPACE OR VALLEYLANDS OR WITHIN THE LANDS LAID OUT ON THE PLAN FOR SUCH PURPOSES.

PURCHASERS ARE FURTHER ADVISED THAT THEY ARE NOT PERMITTED TO PLACE, OR PERMIT TO BE PLACED, A GATE IN ANY FENCE ERECTED ON SUCH LANDS AND THAT THEY SHALL NOT HAVE DIRECT ACCESS FROM THEIR OWN PROPERTY TO SUCH LANDS.

PURCHASERS ARE FURTHER ADVISED THAT THEY ARE NOT PERMITTED TO CAUSE OR ALLOW TO BE UNDERTAKEN ON ANY SUCH LANDS ANY ACTIVITY OTHER THAN PERMITTED BY THE TOWN IN ACCORDANCE WITH ITS BY-LAWS AND/OR PRACTICES WITHOUT THE EXPRESS PERMISSION OF THE COMMISSIONER.

#### STREET TREES

PURCHASERS ARE ADVISED THAT WHILE THE TOWN HAS IMPOSED A CHARGE FOR TREE PLANTING BASED UPON THE NUMBER OF RESIDENTIAL UNITS WITHIN THE PLAN(S), THERE IS NO GUARANTEE OR REPRESENTATION THAT A TREE WILL BE PLACED ON THE UNTRAVELLED PORTION OF THE PUBLIC HIGHWAY IN FRONT OF THE RESIDENTIAL UNIT THE PURCHASERS ARE BUYING. THE USE OF THE NUMBER OF RESIDENTIAL UNITS IS SOLELY A METHOD OF CALCULATING THE CHARGE. IF THE PURCHASER PAYS THE DEVELOPER OR ANY OTHER PARTY ANY AMOUNT FOR TREE PLANTING OR STREET TREES, THAT IS A PRIVATE MATTER BETWEEN THE PURCHASER AND THE PAYEE. THE TOWN IS NOT OBLIGATED IN ANY MANNER WHATSOEVER TO PLANT A TREE IN FRONT OF ANY PARTICULAR RESIDENTIAL UNIT.

#### PARK DEVELOPMENT

PURCHASERS ARE ADVISED THAT COMMUNITY USES ARE INTENDED FOR THE PARKLAND IN THE VICINITY OF THE PROPERTY AND THAT SUCH USES MAY RESULT IN INCREASED TRAFFIC ON THE STREETS ADJACENT TO OR IN THE VICINITY OF THE PROPERTY. PURCHASERS ARE FURTHER ADVISED THAT THE PROPERTY MAY BE AFFECTED BY NOISE AND LIGHTING FROM THE PARKLAND WHICH MAY INTERFERE WITH SOME ACTIVITIES OF THE BUILDING OCCUPANTS.

#### ENCROACHMENTS

PURCHASERS ARE ADVISED THAT ENCROACHMENTS OF ANY KIND ARE NOT PERMITTED ON TO ADJACENT ENVIRONMENTAL LANDS, OPEN SPACE, PARK, STORMWATER, VALLEYLAND, WATER COURSES OR CHANNELS.

#### VALLEYLAND AND OPEN SPACE DEVELOPMENT AND RECREATION TRAIL SYSTEM

PURCHASERS ARE ADVISED THAT THE TOWN OF RICHMOND HILL INTENDS TO INSTALL OR HAVE INSTALLED TRAIL SYSTEMS FOR RECREATIONAL USE IN LANDS TAKEN BY THE TOWN, THE TORONTO AND REGION CONSERVATION AUTHORITY AND/OR OTHER PUBLIC BODIES FOR VALLEYLANDS AND OPEN SPACE PURPOSES, WHETHER WITHIN, ADJACENT TO OR IN THE VICINITY OF THE PLAN, THAT SUCH TRAILS MAY BE SITUATED WITHIN THOSE LANDS IN LOCATIONS ADJACENT TO OR IN THE VICINITY OF THE PROPERTY AND THAT SUCH USES MAY RESULT IN INCREASED PEDESTRIAN AND NON-MOTORIZED VEHICULAR USE OF THOSE TYPES OF PUBLIC LANDS ADJACENT TO OR IN THE VICINITY OF THE PROPERTY.

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NOTICE

Town of Richmond Hill  
**Future Park Site**  
For more information Call  
Parks, Recreation and Culture Department  
(905) 771-8870  
No Dumping  
By-law No. 218-90 (As Amended)

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NOTICE TO PURCHASERS - NOISE

PURCHASERS ARE ADVISED THAT DESPITE THE INCLUSION OF NOISE CONTROL FEATURES WITHIN THE DEVELOPMENT AREA AND WITHIN THE INDIVIDUAL BUILDING UNITS, NOISE LEVELS MAY CONTINUE TO BE OF CONCERN, OCCASIONALLY INTERFERING WITH SOME ACTIVITIES OF THE BUILDING OCCUPANTS.

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NOTICE - ALLOCATED SEWAGE CAPACITY

PURCHASERS ARE ADVISED THAT THE TOWN OF RICHMOND HILL HAS ALLOCATED SEWAGE CAPACITY FOR THE LOTS OR BLOCKS ON THE PLAN OF SUBDIVISION SUBJECT TO THE POLICIES ADOPTED BY THE COUNCIL OF THE TOWN FROM TIME TO TIME. ONE OF THOSE POLICIES IS THAT SUCH ALLOCATION MAY BE REVOKED IF THE ASSIGNED CAPACITY IS NOT UTILIZED WITHIN TWO YEARS FROM THE DATE OF ALLOCATION. AVAILABILITY OF SUCH SEWAGE CAPACITY IS PRE-CONDITION OF THE ISSUANCE OF ANY BUILDING PERMITS FOR ANY RESIDENTIAL DWELLING UNITS WITHIN THE PLAN. FOR FURTHER INFORMATION, PLEASE CONTACT, THE TOWN OF RICHMOND HILL ENGINEERING AND PUBLIC WORKS DEPARTMENT AT 771-8800, FILES 19T-98004, PHASE 2 AND 19T-07002.

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NOTICE TO PURCHASERS - COLLECTOR ROAD

PURCHASERS ARE ADVISED THAT THIS LOT OR BLOCK FRONTS ONTO OR ABUTS A PUBLIC HIGHWAY DESIGNATED AS A COLLECTOR ROAD. PURCHASERS MAY EXPERIENCE HEAVY TRAFFIC VOLUMES AT TIMES WHICH MAY OCCASIONALLY INTERFERE WITH DRIVEWAY ACCESS AND EGRESS FROM THE PROPERTY.

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NOTICE TO PURCHASERS - ENGINEERED FILL OR SPECIAL BUILDING TECHNIQUES

PURCHASERS ARE ADVISED THAT THE PROPERTY MAY HAVE RECEIVED OR MAY RECEIVE ENGINEERED FILL. PURCHASERS ARE FURTHER ADVISED THAT UNLESS THE PROPERTY HAS RECEIVED OR WILL RECEIVE SUCH ENGINEERED FILL, IT MAY REQUIRE SPECIAL BUILDING TECHNIQUES FOR THE FOUNDATION AND/OR SUPERSTRUCTURE OF THE BUILDING(S) ON THE PROPERTY. PURCHASERS ARE FURTHER ADVISED THAT, IN ANY EVENT, SPECIAL BUILDING TECHNIQUES MAY BE REQUIRED TO PROVIDE SUPPORT FOR ANY OTHER STRUCTURES BUILT ON THE PROPERTY, INCLUDING SUCH STRUCTURES AS SWIMMING POOLS AND DECKS.

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NOTICE TO PURCHASERS - SUMP PUMPS

PURCHASERS ARE ADVISED THAT AS A RESULT OF THE SHALLOW DEPTH OF THE STORM SEWERS SERVICING THE LANDS WITHIN THE PLAN AND IN THE VICINITY OF THE PLAN, EACH DWELLING UNIT HAS BEEN EQUIPPED WITH AN ELECTRICAL SUMP PUMP. THE

PURCHASERS ACKNOWLEDGE THAT MAINTENANCE OF THE SUMP PUMP IS AND SHALL REMAIN THE SOLE RESPONSIBILITY OF THE OWNER OF THE DWELLING UNIT FROM TIME TO TIME. THE PURCHASERS ACKNOWLEDGE THAT THE CORPORATION OF THE TOWN OF RICHMOND HILL SHALL NOT BE LIABLE FOR ANY DAMAGES, LOSSES OR COSTS INCURRED IN ANY MANNER WHATSOEVER IN THE EVENT OF FAILURE TO INSTALL SUCH SUMP PUMP, THE REMOVAL OF SUCH SUMP PUMP, THE FAILURE OR INADEQUACY OF SUCH SUMP PUMP, THE FAILURE TO MAINTAIN SUCH SUMP PUMP AND THE FAILURE OF SUCH SUMP PUMP TO PREVENT WATER OR MOISTURE FROM ENTERING OR COLLECTING WITHIN THE DWELLING UNIT FOR ANY REASON WHATSOEVER.

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Trust Ledger

Re: Silver Streams Homes (Puccini) Inc. sale to IBRAHIM EL-HAJJ AND  
OLENA HAVRYSCHUK of Lot 001 Plan 65M 4331, Richmond Hill - 66  
Rossini Drive, Richmond Hill

Closing Date: August 27, 2013

Received Balance Due on Closing

\$556,661.86

Paid

|                                                             |                      |
|-------------------------------------------------------------|----------------------|
| 1. Legal Fees and Disbursements<br>and HST-Sale Transaction | \$2,034.00           |
| LSUC Levy                                                   | \$ 73.45             |
| Registration of deletion of easement                        | 71.30                |
| Registration Fees-discharges (8)                            | <u>\$ 570.40</u>     |
| Total                                                       | \$ 2,677.85          |
| 2. Legal fees re Plan-pro-rated                             | \$1,695.00           |
| 3. Legal costs-extra re Con-Drain-prorated for this lot     | 847.50               |
| 4. Paid to Mortgages<br>a) Bank of Montreal                 | 477,827.00           |
| 5. Paid to Chaitons LLP pursuant to Court Order             | NIL                  |
| 6. Hold back for Escrow trade creditors                     | 37,200.25            |
| 7. Balance to Silver Streams Homes (Puccini) Inc.:          |                      |
| a) Net HST:                                                 | \$44,354.93          |
| b) unpaid trades                                            |                      |
| Gross                                                       | \$65,772.29          |
| Shortfall                                                   | <u>(42,976.71)</u>   |
| Net                                                         | 22,795.58            |
| Less Hold back for escrow trades                            |                      |
| As above                                                    | <u>(\$37,200.25)</u> |
| Plus Upgrades                                               | <u>7,311.50</u>      |
| Net                                                         | <u>(\$7,093.17)</u>  |
| d) less extra costs                                         | <u>(847.50)</u>      |
| Net                                                         | 36,414.26            |

\$556,661.86

\$556,661.86

E. & O. E.

Approved By:

Silver Streams Homes (Puccini) Inc.

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

Imran Jinnah-President  
I have authority to bind the Corporation

Date: September \_\_, 2013

**JACK GREENBERG**  
Barrister & Solicitor

204-181 Eglinton Avenue East  
Toronto, Ontario M4P 1J4

Telephone: (416) 485-8833  
Fax: (416) 485-3246  
jackgreenberg@greenberglawyers.ca

August 27, 2013

File No. 2013-009-001

Silver Streams Homes (Puccini) Inc.  
103 Naughton Blvd.  
Richmond Hill, Ontario  
L4C 8B3

Dear Sirs:

Re: Silver Streams Homes (Puccini) Inc. sale to IBRAHIM EL-HAJJ AND  
OLENA HAVRYSCHUK of Lot 001 Plan 65M 4331, Richmond Hill - 66  
Rossini Drive, Richmond Hill

I am pleased to advise that the above-noted transaction was successfully completed on August 27, 2013 and I am pleased to set out my report herein.

AGREEMENT OF PURCHASE AND SALE

Pursuant to the terms of the agreement of purchase and sale, the gross purchase price for the aforementioned lands and premises including upgrades net of Tarion Compensation was the sum of \$594,162.00. In addition and as provided in the agreement of purchase and sale, you received deposits in the aggregate amount of \$40,000.00 and the purchaser received credit on the statement of adjustments for same.

HST REBATES

Based on the Agreement, you extracted the HST from the price to show the true net price. You prepared the HST Application and I have returned it herewith together with all the supporting documents all executed by the Purchaser so you can claim the rebate. The Purchaser was given credit for the Provincial portion of the HST Rebate of \$24,000.00.

REALTY TAXES

The current year's taxes were adjusted based on the estimated realty taxes of \$2,500.00. Your share up to and including the day before closing was \$1,630.17. As we adjusted on the basis that you will pay \$2,500.00, you received credit for \$869.86 as your overpayment. You must pay the first \$2,500.00 of the realty taxes for 2013.

ADDITIONAL ADJUSTMENTS

The following additional adjustments were made based on the Statement of Adjustments based on the Agreement with the Purchaser

- 1) Tarion Warranty Enrollment fee of \$1000.00 plus HST for a total of \$1,130.00

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Silver Streams Homes (Puccini) Inc.  
Page 2  
August 27, 2013

2) Security Deposit: \$ 500.00

BALANCE DUE ON CLOSING

In accordance with the statement of adjustments the balance due on closing was \$556,661.86. The exact source and application of funds is set out on my trust funds application sheet enclosed herewith for your reference but which may be itemized as follows:

1. The Purchaser received credit for the aggregate deposit(s) of \$40,000.00;
2. My legal fees, disbursements and HST were in the amount of \$2,034.00. The Law Society Levy was \$73.45 and the registration costs for the discharges were \$570.40 and there was an extra registration for \$71.30;
3. My pro-rated costs for the Plan registration were \$1,500.00 plus HST of \$195.00;
4. My extra costs for the Con-Drain litigation prorated to this lot were \$847.50;
5. Based on arrangements with the existing mortgages, the Bank of Montreal received part of the net proceeds in the amount of \$477,827.00 representing their loan advances for this lot;
6. The escrow trade creditor holdback for this lot as per your total creditor list was \$37,200.25 as per the chart attached. I will pay them directly.
7. Based on the current litigation with Con-Drain, the net proceeds based on the formula in the court order were to be paid into court or in trust pending resolution of the action. Prior to closing you provided several lists of the unpaid trades and the last one was accepted in the amount of \$65,772.29. However based on the other numbers there were no funds available to pay into court or trust. There was a shortfall.
8. Based on the chart attached, I am enclosing herewith the sum of \$36,414.26 calculated as follows. The net HST to be incorporated into your obligations concerning HST was \$44,354.93. There was a shortfall of \$42,976.71. The holdback for the escrow trade creditors as per the above was \$37,200.25 which will be paid by me directly. You also are entitled to the upgrades of \$7,311.50. There was also deducted the extra costs for this Con-Drain litigation of \$847.50 prorated to this lot. Kindly ensure these funds are applied accordingly.

In connection with closing, I received the undertaking of the purchaser(s) to readjust all items on the statement of adjustments. Their undertaking in this regard is enclosed herewith. You provided them with a similar undertaking to readjust and in addition to pay all utilities to the date of closing and to provide vacant possession on closing.

MISCELLANEOUS DOCUMENTATION

In connection with the completion of the transaction I have enclosed herewith the following additional documentation which was either delivered or received on closing:

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Silver Streams Homes (Puccini) Inc.  
Page 3  
August 27, 2013

1. Your Statutory Declaration confirming your residency in Canada under the Income Tax Act and Family Law Matters;
2. Your Direction for Funds and my re-direction of funds;
3. Your Undertaking, Direction and Redirection;

I trust this transaction was completed in accordance with your instructions and to your full satisfaction and that the foregoing report is clear. However, should you have questions with respect to any phase of this transaction please feel free to contact me. I appreciate the opportunity to have been of service to you and look forward to being of further service to you. My receipted statement of account is enclosed.

Personal regards,

Jack Greenberg

JG\*lb

Enclosures

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**JACK GREENBERG**  
**Barrister & Solicitor**

204-181 Eglinton Avenue East  
Toronto, Ontario M4P 1Y4

Telephone: (416) 485-8833  
Fax: (416) 485-3246  
jackgreenberg@greenberglawyers.ca

August 27, 2013

Silver Streams Homes (Puccini) Inc.  
103 Naughton Blvd.  
Richmond Hill, Ontario  
L4C 8B3

Re: Silver Streams Homes (Puccini) Inc. sale to IBRAHIM EL-HAJJ AND  
OLENA HAVRYSCHUK of Lot 001 Plan 65M 4331, Richmond Hill - 66  
Rossini Drive, Richmond Hill

TO: MY FEES FOR PROFESSIONAL SERVICES RENDERED in connection with the  
foregoing matter including receiving and taking instructions, preparation of all necessary  
documentation, attending to closing, advising you and reporting to you:

|                                           |            |
|-------------------------------------------|------------|
| MY FEES HEREIN INCLUSIVE OF DISBURSEMENTS | \$1,800.00 |
| HST @ 13%                                 | 234.00     |
| <u>Disbursements</u>                      |            |
| LSUC Levy                                 | 73.45      |
| Registrations                             |            |
| Registration of deletion of easement      | 71.30      |
| Registration Fees-discharges (8)          | \$ 570.40  |
| TOTAL OUTSTANDING                         | \$2,677.85 |
| LESS RECEIVED                             | (2,677.85) |
| BALANCE OUTSTANDING                       | NIL        |

THIS IS MY RECEIPTED ACCOUNT

Jack Greenberg  
E. & O. E.

Account No. 2013-009-001

HST No. 112714068

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## STATEMENT OF ADJUSTMENTS

Vendor: Silver Streams Homes (Puccini) Inc.  
 Purchaser: IBRAHIM EL-HAJJ AND OLENA HAVRYSCHUK  
 Property: Lot 001, Plan 65M 4331, Richmond Hill - 66 Rossini Drive,  
 Richmond Hill  
 Adjustment Date: Adjusted as at August 27, 2013 (238 Days)

Sale Price

|                                 |              |                                     |
|---------------------------------|--------------|-------------------------------------|
| Agreed Sale Price:              | \$585,900.00 |                                     |
| +                               | 8,262.00     | upgrades net of Tarion Compensation |
|                                 | \$594,162.00 | of \$8,475.00 (incl. HST)           |
| -HST                            | (68,354.93)  |                                     |
| =Net Sale Price:                |              |                                     |
| Credit Vendor (Net Sale Price:) |              | \$525,807.07                        |

HST ON SALE PRICE

|                                   |             |
|-----------------------------------|-------------|
| Calculated at 13% of \$525,807.07 |             |
| Credit Vendor:                    | \$68,354.93 |

|            |           |
|------------|-----------|
| HST REBATE | 24,000.00 |
|------------|-----------|

HST-REBATE ASSIGNED TO VENDOR

|                           |             |
|---------------------------|-------------|
| Provincial Component Only |             |
| Credit Purchaser:         | \$24,000.00 |

Deposits

|                  |             |
|------------------|-------------|
| Credit Purchaser | \$40,000.00 |
|------------------|-------------|

Taxes: Estimated 2013 \$ 2,500.00

Vendor's portion \$1,630.17

Vendor will pay \$2,500.00

|              |        |
|--------------|--------|
| Allow Vendor | 869.86 |
|--------------|--------|

Tarion Warranty Corporation

Registration Number of Vendor: 34331

Pursuant to Schedule "A" Subparagraph 13(a) of Agreement

Enrollment Fee: \$ 1100.00

HST @ 13%: \$ 130

|               |         |
|---------------|---------|
| Credit Vendor | 1130.00 |
|---------------|---------|

SECURITY DEPOSIT

Based on Schedule "A" Subparagraph 13 (o)

|               |        |
|---------------|--------|
| Credit Vendor | 500.00 |
|---------------|--------|

Balance Due on Closing  
 payable to Jack Greenberg, in trust  
 or as he may direct \*

\$556,661.86

\$ 620,661.86

\$620,661.86

E. & O. E.

- Any Supplementary tax bills issued after closing are the Purchaser's sole responsibility.

ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST  
  
PROCEEDING COMMENCED AT  
TORONTO

SUPPLEMENTARY  
RESPONDING RECORD  
VOLUME II OF II

BISCEGLIA & ASSOCIATES  
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LSUC No. 34568Q  
Lawyers for Argo Lumber Inc. and  
Newmar Window Manufacturing