Court File No. 13-10362-00-CL

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

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

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

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

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TAB 1

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.O. 1985, C. C-36, AS AMENDED

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

AFFIDAVIT OF ZENA HANSON

1, **ZENA HANSON,** of the City of Oshawa, in the Regional Municipality of Durham, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am Administration Manager for the lien claimants, Argo Lumber Inc. ("Argo") and Newmar Window Manufacturing Inc. ("Newmar") and, as such, I have knowledge information and belief of the matters to which I hereinafter depose. Where information is obtained from third parties, I verily believe it to be true.

Adjournment Request

2. The within motion to extend the stay was served on counsel on March 8, 2016 and it is returnable on March 17, 2016. I am informed by counsel for Argo and Newmar, Emilio Bisceglia, that the availability of counsel, including Mr. Bisceglia, was not canvassed in advance of the moving party booking this date.

3. Within two hours of having been served with the motion to extend the stay, Mr. Bisceglia wrote to counsel, Stephen Schwartz, and advised that he was not consulted with respect to the return date of the motion and that it was returnable during March Break. Mr. Bisceglia specifically advised that he was unable to attend on the motion and requested that the motion be adjourned to a date available to all counsel attending. Stephen Schwartz, counsel

for the moving party, refused to adjourn the motion. Attached hereto and marked as **Exhibit "A"** is a true copy of an email exchange between counsel dated March 8, 2016.

4. I am informed by Emilio Bisceglia and do verily believe that he previously had scheduled a family vacation during March Break many months ago and is unable to attend. We are seeking that the motion be adjourned in order to address the trades' interest.

RELIEF SOUGHT

5. There are approximately $3.4 million in lien claims involved in these proceedings. I am the representative for Argo and Newmar. There are two specific provisions we are seeking in relation to the stay order; namely:

   a. that there be no extension of the stay regarding trust claims commenced under the *Construction Lien Act*; and

   b. that the order not authorize any payment of Mr. Jinnah's legal fees from the Estate.

6. In the same Exhibit "A" email exchange, Mr. Schwartz refused to consent to the relief sought as outlined in paragraph 5 above.

BACKGROUND

7. As indicated by Mr. Jinnah's Affidavit, the CCAA proceedings were commenced in December 2013. At that time, there were 10 homes remaining in various stages of completion.

8. On behalf of Argo Lumber Inc. and Newmar Window Manufacturing Inc., we believe that the CCAA proceedings have not been beneficial to the parties, generally, or in particular to the lien claimants. Attached hereto and marked as **Exhibit "B"** is a true copy of the Report on Cash Flow Statement filed by Mr. Jinnah as of March 9, 2016. As indicated therein:

THE BUDGET PROFESSIONAL FEES

- The professional fees incurred to-date February 29, 2106 amount to $993,925.00. The closing balance in the Estate is $2,291,716.00. While I acknowledge that there is a further lot to be sold, the professional fees alone have amounted to about 1/3 of the amounted recovered.

UNFAIRNESS TO THE APPLICANTS

9. While all of the construction lien trades have had to incur all of their own legal fees, the same is not true for Mr. Jinnah. Attached hereto and marked as **Exhibit "C"** is a copy of an email from the Monitors' lawyer to Mr. Bisceglia dated October 30, 2015.

10. Attached hereto and marked as **Exhibit "D"** is a true copy of an email exchange with Ian Aversa, counsel for the monitor, updating the information on payments. As of January 11, 2016, Mr. Jinnah's counsel had been paid approximately $360,000.00 from the Estate.

11. Suffice it to say that approximately more than 1/3 of the professional fees incurred have been expended on behalf of Mr. Jinnah. In contrast, the sub-trades have received no monies for their legal fees.

12. As early as October 19, 2015, Mr. Bisceglia wrote a letter to Mr. Schwartz and Mr. Ian Aversa indicating that it appears the legal fees of Silver Streams was paid from the Estate. Mr. Bisceglia asked counsel to advise when was the last time legal fees were paid from the Estate; and, further, he asked for confirmation that no further monies would be paid by the Monitor given that the CCAA proceedings (save and except for the arbitration) had ceased. Attached hereto and marked as **Exhibit "E"** is a true copy of Mr. Bisceglia's letter of October 19, 2015.

13. I believe that these payments for Mr. Jinnah fees should be returned to the estate but that issue can be dealt with on another day.

14. In addition, it is clear that by extending the stay the amount available to the sub-trades continues to diminish. Again, a review of the Report on Cash Flow Statement shows that the Monitor had previously suggested as follows:

	Budgeted July 7, 2015 to February 29, 2016	Actual July 7, 2015 to to February 29, 2016
Bank Account Opening Bal	$2,426, 912	$2,426,912
Bank Account Closing Bal	$2,627,471	$2,291,716

15. As outlined above, as a result of the extension of the stay, there has been a detriment or further costs to the Estate of approximately $135,196.

16. I believe that a further extension will similarly provide a detriment to the parties.

EVEN IF LIEN CLAIMANTS WIN ARBITRATION – INSUFFICIENT FUNDS

17. Given that the lien claims total $3.5 million , if they win there will be insufficient funds in the Estate in that as of February , 2016 there was only about $2,291,716 in the estate; a shortfall of over $1 million dollars. I do not believe the last estate asset, a vacant house lot, will be able to make up the shortfall.

LEGAL PROCEEDINGS

18. It is true that the Lien Claimants are engaged in arbitration to determine what amount, if any, is recoverable to them. The matter has been proceeding for some time. The Lien Claimants have had to pay their own legal fees with respect to the proceeding. Mr. Jinnah has had his legal fees paid by the Estate.

19. The main opponent to the arbitration proceedings is a lawyer to the private lenders, Mr. Greenberg and his various companies. One of the positions Mr. Greenberg is taking is that the mortgages he had registered on the properties are not building mortgages and that he

should be entitled to the entirety of the monies in the Estate. The trades are taking a different position. If Mr. Greenberg and his companies win this argument, there will be no recovery in the Estate for the lien claimants.

20. Mr. Greenberg has at all times argued that he is a third party lender and is entitled to priority. I shall not comment on the merit of the proceedings other than to say that they will be determined in the arbitration. I do note, however, that notwithstanding the insolvency proceedings in May of 2013, Mr. Greenberg and Mrs. Jinnah, the spouse of Mr. Jinnah, have purchased a large number of other properties together where they are both listed as officers and directors. Some of the properties, by way of example only, under dates of closings are as follows:

PIN #	OWNER	DATE
03208-0005 (LT)	Jefferson South Developments 307 Inc.	September 28, 2012
03208-0010 (LT)	Jefferson South Developments 363 Inc.	June 26, 2013
03208-0011 (|LT)	Jefferson South Developments 60 Inc.	May 31, 2013
03206-0309 (LT)	King South Developments Verdi Inc.	July 26, 2013
03208-0012 (LT)	Jefferson South Developments 48 Inc.	May 31, 2012
03208-0017 (LT)	Jefferson South Developments 305 Inc.	December 11, 2015

Attached hereto and marked as **Exhibit "F"** are true copies of the Abstracts of Title and Corporate Profiles in respect of the above. I am advised by Emilio Bisceglia and do verily believe that there are approximately 8 more such properties under PIN Nos. 03208-0018 (LT), 03208-0021 (LT), 03208-0022 (LT), 03208-0023 (LT), 03208-0038 (LT), 03208-0040 (LT), 03208-0043 (LT), 03208-0044 (LT). Attached hereto and marked as **Exhibit "G"** is a Charge/Mortgage registered as instrument No.YR2402639 on December 11, 2015 listing the additional PINS.

21. Accordingly, irrespective of the arbitration, the lien claimants need to continue with their breach of trust actions.

22. The Lien Claimants brought a motion on October 16, 2014 for leave to lift the stays in order to permit the commencement of Breach of Trust proceedings against Mr. Jinnah, Mr Greenberg and various other parties. Attached hereto and marked **as Exhibit "H"** is a true copy of the Endorsements of The Honourable Mr. Justice Pattillo lifting the stay. Mr.

Justice Pattillo indicated that the parties shall only be permitted to commence the Breach of Trust proceedings and prepare defences. Other than that, the proceedings are not permitted under Justice Pattillo's Order to proceed any further.

23. It was never reasonably anticipated in October of 2014 that over a $1 million in costs would be incurred in professional fees or that Mr. Jinnah would be compensated to the extent of over $320,000.00 for his own legal fees.

24. Accordingly, there has been a real change in circumstances and Argo and Newmar, as Lien Claimants, believe that it is imperative that the stay be lifted so that the Breach of Trust proceedings can move forward. The lien claimants have been waiting for 2 years for the actions to continue.

ARBITRATION PROCEEDINGS

25. The need to extend the stay is not a new issue. On January 13, 2016, the parties had the Sixth Procedural Order Conference Call. Attached hereto and marked as **Exhibit "I"** is a true copy of the Sixth Procedural Order. At paragraph 6 of the Sixth Procedural Order, Mr. Schwartz advised that he was bringing the motion to extend the stay.

26. I am informed by Sonja Turajlich and do verily believe that she was counsel on the telephone calls with the arbitrator, Duncan Glaholt, and counsel, including Mr. Schwartz, on January 13, 2016 (Sixth Procedural Order) and on February 17, 2016. (Seventh Procedural Order). I confirm that Sonja Turajlich did not consent to any extension of the stay as, at that time, no motion record had been served. Attached hereto and marked as **Exhibit "J"** is a true copy of the Seventh Procedural Order of Duncan Glaholt. At paragraph 6 of the Seventh Procedural Order of February 17, 2016, Mr. Schwartz indicated that he would be bringing a motion to extend the stay. There is no mention of a consent to extend the stay nor any explanation as to why the delays in bringing the motion.

27. On none of the calls did Mr. Schwartz address:

a. The delay in bringing the motion to extend the stay; and

b. At no time did any of the lien claimants consent to extending the stay as no motion record had yet been served.

28. In fact, it is imperative that the stay not be extended but rather lifted. As part of the proceedings, the arbitrator ruled on a number of refusals taken by Mr. Jinnah. Attached hereto and marked as **Exhibit "K"** is a true copy of the arbitrator's ruling ("Fifth Procedural Order" dated November 20, 2015 and Schedule "D" thereto) on the refusals. Specifically, the arbitrator refused to order a number of questions in relation to the whereabouts of the various monies expended on the project indicating instead that those were better left to be determined in the breach of trust claims.

29. I make this affidavit in response to the motion of March 17, 2016 and for no other or improper purpose.

SWORN BEFORE ME in the City of Vaughan, in the Regional Municipality of York, this 14TH **day of March 2016**	)))
A Commissioner, etc. SONJA TURANLICH.	) **ZENA HANSON**

EXHIBIT A

*This is **Exhibit "A"** referred*
to in the Affidavit of Zena Hanson
sworn before me this __14th__
day of March, 2016

A Commissioner for Taking Affidavits, etc.

SONJA TURAJLICH

Subject: RE: In the Matter of a Plan of Compromise or Arrangement of Silver Streams Homes Inc. et al./Court File No. 13-10362-00CL

Date: Tuesday, 8 March, 2016 4:13:05 PM Eastern Standard Time

From: Stephen Schwartz <Stephen@chaitons.com>

To: Emilio Bisceglia <ebisceglia@lawtoronto.com>, Antoinette De Pinto <Antoinet@chaitons.com>, 'Krieger, Jonathan' <Jonathan.Krieger@ca.gt.com>, daniel.sobel@ca.gt.com <daniel.sobel@ca.gt.com>, 'Steven Graff' <sgraff@airdberlis.com>, iaversa@airdberlis.com <iaversa@airdberlis.com>, jackgreenberg@greenberglawyers.ca <jackgreenberg@greenberglawyers.ca>, alev-farrell@berkowcohen.com <alev-farrell@berkowcohen.com>, scrocco@berkowcohen.com <scrocco@berkowcohen.com>, jklein@kalaw.ca <jklein@kalaw.ca>, cclynick@cavalluzzo.com <cclynick@cavalluzzo.com>, jlong@kmlaw.ca <jlong@kmlaw.ca>, aesposito@pallettvalo.com <aesposito@pallettvalo.com>, mruberto@pallettvalo.com <mruberto@pallettvalo.com>, jspiegelman@aclaw.ca <jspiegelman@aclaw.ca>, thenry@cavalluzzo.com <thenry@cavalluzzo.com>, harvey@harvey-mandel.com <harvey@harvey-mandel.com>, mdrudi@dakllp.com <mdrudi@dakllp.com>, dmg@goodmansolomon.com <dmg@goodmansolomon.com>, sturajlich@lawtoronto.com <sturajlich@lawtoronto.com>, kevin.dias@justice.gc.ca <kevin.dias@justice.gc.ca>, kay.singh@cra-arc.gc.ca <kay.singh@cra-arc.gc.ca>, finegold@gsnh.com <finegold@gsnh.com>, rmazar@mazarlaw.com <rmazar@mazarlaw.com>, 'Ho, Calvin' <Calvin.Ho@gowlings.com>, jjwalsh@wmdlawmaple.ca <jjwalsh@wmdlawmaple.ca>, 'Kevin O'Hara' <Kevin.ohara@ontario.ca>, tdunn@mindengross.com <tdunn@mindengross.com>, sabrina@nanda.ca <sabrina@nanda.ca>, lferreira@fijlawlaw.com <lferreira@fijlawlaw.com>, s.zomorodi@zomorodilaw.com <s.zomorodi@zomorodilaw.com>, aslavens@torys.com <aslavens@torys.com>, sbomhof@torys.com <sbomhof@torys.com>

CC: Michael Kril-Mascarin <MichaelK@chaitons.com>

Emilio,

My clear understanding from my participation in the conference calls among counsel on the arbitration was that all parties including your clients were aware that an extension of the stay was required to permit the completion of the arbitration and consented to same. Among other things, see page 2, item 6 of the February 17, 2016 Order for a reference to the discussion. If any of the counsel who participated in the calls has a different recollection, please advise.

We are not prepared to agree that the trust claims should proceed.

We are not prepared to adjourn the motion in these circumstances.

Stephen Schwartz*
Partner | Chaitons LLP | T: 14162181132

* on behalf of Stephen Schwartz Professional Corporation

From: Emilio Bisceglia [mailto:ebisceglia@lawtoronto.com]
Sent: Tuesday, March 08, 2016 3:50 PM
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finegold@gsnh.com; rmazar@mazarlaw.com; 'Ho, Calvin'; jjwalsh@wmdlawmaple.ca; 'Kevin O'Hara'; tdunn@mindengross.com; sabrina@nanda.ca; lferreira@fijlawlaw.com; s.zomorodi@zomorodilaw.com; aslavens@torys.com; sbomhof@torys.com
Cc: Stephen Schwartz; Michael Kril-Mascarin
Subject: RE: In the Matter of a Plan of Compromise or Arrangement of Silver Streams Homes Inc. et al./Court File No. 13-10362-00CL

We have received your email and motion materials below.

We were not consulted with respect to the return date of March 17th and as you are well aware this falls within March Break. We are not available to attend and the motion will have to be adjourned to a date available to counsel attending.

Furthermore, we need you to confirm:

1) That there will no extension of the stay regarding the Trust claims. Those should proceed in the litigation ; and

2) the order will not authorize any payment of Mr. Jinnah legal accounts from the funds of the estate.

Depending on your response, we will require time to file our responding motion record in this regard as we intend to oppose the motion.

Further, we will require time to review the motion record in respect of the other relief being sought so that we can advise seek instructions and advise of our position

thank you

Emilio Bisceglia
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From: Antoinette De Pinto [mailto:Antoinet@chaitons.com]
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Cc: Stephen Schwartz; Michael Kril-Mascarin
Subject: In the Matter of a Plan of Compromise or Arrangement of Silver Streams Homes Inc. et al./Court File No. 13-10362-00CL

Dear Service List,

Please be advised that the Applicants will bring a motion returnable at 10:00 a.m. on March 17, 2016, for an order:

1. extending the Stay Period to and including November 30 ,2016;

2. approving the Tenth Report of the Monitor and the activities of the Monitor described therein;

3. approving the fees and disbursements of the Monitor and its counsel; and

4. approving the Monitor's interim statement of the Applicants' receipts and disbursements from December 17, 2013 to and including February 29, 2016.

Attached to this email please find the Applicants' motion record served in support of the Applicants' motion.

Antoinette De Pinto
Law Clerk
Assistant to Harvey Chaiton and Michael Kril-Mascarin
Direct Tel: 416.218.1762
Direct Fax: 416.222.8402
Antoinet@chaitons.com

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

Chaitons LLP

EXHIBIT B

*This is **Exhibit "B"** referred*
to in the Affidavit of Zena Hanson
sworn before me this 14th
day of March, 2016

A Commissioner for Taking Affidavits, etc.

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

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

Applicants

REPORT ON CASH FLOW STATEMENT
(Section 10(2)(b) of the *Companies' Creditors Arrangement Act* ("CCAA"))

Silver Stream Homes (Puccini) Inc. and the other Applicants listed above (collectively, "**Silver Streams**") have prepared the attached statement of projected cash flow of Silver Streams as of February 29, 2016 (the "**Cash Flow Statement**") consisting of a cash flow for the period from March 1, 2016 to November 30, 2016. Silver Streams developed the assumptions contained in the Notes to the Cash Flow Statement (the "**Notes**"). The purpose of the Cash Flow Statement is to determine the liquidity requirements for Silver Streams during the CCAA proceedings.

The hypothetical assumptions are reasonable and consistent with the purpose of the projections described herein, and the probable assumptions are suitably supported and consistent with the plans of Silver Streams and provide a reasonable basis for the projections. All such assumptions are disclosed in the Notes.

Since the projections are based on assumptions regarding future events, actual results will vary from the information presented, and the variations may be material.

The projections have been prepared solely for the purpose described herein, using the probable and hypothetical assumptions set out in the Notes. Consequently, readers are cautioned that the Cash Flow Statement may not be appropriate for other purposes.

Dated: March 9, 2016

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

Per:

Mr. Imran Jinnah
Title:
I have the authority to bind the corporations

Silver Streams Homes Inc. and Silver Streams Homes (Puccini) Inc.
Actual Results to February 29, 2016 and Projected Cash Flow to November 30, 2016
(SCAD, Unaudited)

Receipts	Budgeted July7, 2015 - February 29, 2016	Actual July 7, 2015 - February 29, 2016	Notes	Actual December 18, 2013 - February 29, 2016	March 2016	April	May	June	July	August	September	October	November	Cumulative Total
Lot #22														
Closing proceeds, net of deposit collected	-			827,723										827,723
Less: Commission	-			-										-
Lot #25	-			-										-
Gross closing proceeds, net of deposit collected	-			801,705										801,705
Commission payable (3.5% of gross purchase price)	-			-										-
Lot #19 - Deposit	-			40,000										40,000
Closing proceeds, net of deposit collected	-			687,166										687,166
Less: Bonus Sales Team Rep	-			-										-
Lot #23 (PH2) Deposit	-			40,000										40,000
Closing proceeds, net of deposit collected	-			891,428										891,428
Less: Bonus Sales Team Rep	-			(34,637)										(34,637)
Lot #24 (PH2) Deposit	-			35,000										35,000
Closing proceeds, net of deposit collected	-			895,995										895,995
Less: Bonus Sales Team Rep	-			-										-
Lot 20 - Deposit	-			40,000										40,000
Closing proceeds, net of deposit collected	-			757,991										757,991
Less: Bonus Sales Team Rep	-			-										-
Lot #1 - Deposit	-			40,000										40,000
Closing proceeds, net of deposit collected	-			814,221										814,221
Less: Bonus Sales Team Rep	-			-										-
Lot #23 (PH3) Deposit	-			50,000										50,000
Closing proceeds, net of deposit collected	-			925,558										925,558
Less: Bonus Sales Team Rep	-			-										-
Lot 24 - Deposit	-			40,000										40,000
Closing proceeds, net of deposit collected	-			909,946										909,946
Less: Bonus Sales Team Rep	-			-										-
Empty Lot - Deposit	20,000			-					20,000					20,000
Closing proceeds, net of deposit collected	430,000			-						680,000				680,000
Less: Bonus Sales Team Rep	-			-										-
General	-			-										-
Interim financing facility (i.e. DIP loan)	-		1	425,000										425,000
Interest Income	10,000	808		14,843										14,843
HST collected (net of $24k from the HST rebate pr	-			713,623										713,623
Total receipts	460,000	808		8,915,562					20,000	680,000				9,615,562
Disbursements														
Lot #22														
Interior finishing cost	-			20,503										20,503
Exterior finishing cost	5,500		2	5,523										5,523
HST (13%)	715			3,383										3,383
Lot #25	-			-										-
Interior finishing cost	-			31,227										31,227
Exterior finishing cost	5,700		2	11,148										11,148
HST (13%)	741			5,509										5,509
Lot #23 Phase 2	-			-										-
Interior finishing cost	-			68,104										68,104
Exterior finishing cost	5,700		2	1,400										1,400
HST (13%)	741			9,036										9,036
Lot #23	-			-										-
Interior finishing cost	-			30,140										30,140
Exterior finishing cost	6,300		2	-										-
HST (13%)	819			3,518										3,518
Lot #24	-			-										-
Interior finishing cost	-			106,235										106,235

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Silver Streams Homes Inc. and Silver Streams Homes (Puccini) Inc.
Actual Results to February 29, 2016 and Projected Cash Flow to November 30, 2016
(SCAD, Unaudited)

	Budgeted July7, 2015 - February 29, 2016	Actual July 7, 2015 - February 29, 2016	Notes	Actual December 18, 2013 - February 29, 2016	March 2016	April	May	June	July	August	September	October	November	Cumulative Total
Exterior finishing cost	5,700		2	11,206										11,206
HST (13%)	741			15,267										15,267
Lot #20	-			-										-
Interior finishing cost	-			52,600										52,600
Exterior finishing cost	6,100		2	-				400						400
HST (13%)	793			6,838										6,838
Lot #19	-			-										-
Interior finishing cost	-			4,537										4,537
Exterior finishing cost	5,700		2	-										-
HST (13%)	741			590										590
Lot #1	-			-										-
Interior finishing cost	-			70,386										70,386
Exterior finishing cost	5,700		2	2,539										2,539
HST (13%)	741			9,480										9,480
General (projection is inclusive of HST)	-			-										-
HST Paid on general expenses	23,218	15,344		204,931										204,931
Management fees	5,380	1,170		311,477		400		400		400		400		313,077
Marketing salaries for sales office	-			17,975										17,975
Other marketing expenses	-			18,378										18,378
Property taxes	42	1,793		29,896		750		750		750		750		32,896
Insurance	2,500			58,084				1,000						59,084
Office expenses and banking/LC fees	18	67		62,959										62,959
Automotive expenses	-			59,384										59,384
Post-closing service costs re: Lot 17	-			7,500										7,500
Tarion warranty - service and materials for pre-CCA	-			128,218										128,218
Tarion warranty for Homes Sold under CCAA	-			4,000										4,000
Repayment of BMO Mortgage	-			1,110,181										1,110,181
Repayment of Home Trust Mortgage	-			1,340,636										1,340,636
Repayment to Foremost Financial	-			536,433										536,433
Estimated post-CCAA filing HST remittance/(refun	-			589,300										589,300
Source Deductions Per Court-Approved Settlement	-			86,000										86,000
Contingency (15% of construction costs)	851	753		19,065										19,065
Repayment of the interim financing facility	-			483,775										483,775
Commissions	-			92,562										92,562
Professional fees	175,000	116,377		993,925	25,000	15,000	15,000	15,000	15,000	15,000	15,000	25,000	25,000	1,158,925
Total disbursements	259,441	136,004		6,623,847	25,000	16,150	15,000	17,550	15,000	16,150	15,000	26,150	25,000	6,794,847
Net cash inflow/(outflow)	200,559	(135,196)		2,291,716	(25,000)	(16,150)	(15,000)	(17,550)	5,000	663,850	(15,000)	(26,150)	(25,000)	2,820,716
Bank account - opening balance	2,426,912	2,426,912			2,291,716	2,266,716	2,250,566	2,235,566	2,218,016	2,223,016	2,886,866	2,871,866	2,845,716	
Bank account - closing balance	2,627,471	2,291,716			2,266,716	2,250,566	2,235,566	2,218,016	2,223,016	2,886,866	2,871,866	2,845,716	2,820,716	

Term Deposit	2,255,885
Balance in bank	35,831
	2,291,716

Probable Assumptions:

a. The timing of the sale of the balance of the Applicants' remaining property (one empty lot) is uncertain, although it is anticipated that it will be sold before the end of the projection period.

Hypothetical Assumptions:

1 The interim financing facility has been repaid in full.

2 Represents the obligations to complete homes sold post CCAA.

EXHIBIT C

This is **Exhibit "C"** *referred to in the Affidavit of Zena Hanson sworn before me this* 14th *day of March, 2016*

A Commissioner for Taking Affidavits, etc.

Emilio Bisceglia

From:	Ian Aversa <iaversa@airdberlis.com>
Sent:	Friday, October 30, 2015 2:06 PM
To:	Emilio Bisceglia (ebisceglia@lawtoronto.com)
Cc:	Jonathan Krieger (jkrieger@grantthornton.ca); 'Oros, Jan'; Jeremy Nemers; 'Maya Poliak'
Subject:	Silver Streams - Professional Fees and Disbursements of the Applicants' Counsel
Attachments:	DOCS-#3475149-v1-Silver_Streams_Invoices_Rendered_and_Paid (2).pdf

Hi Emilio,

As requested, please find the attached charts (one PDF file) illustrating the amounts that the Monitor has paid to Chaitons since the commencement of the CCAA proceedings. The first chart presents those amounts paid in respect of Chaitons' invoices relating to its legal services, while the second chart presents those amounts paid in respect of Chaitons' invoices relating to the sale of certain of the Applicants' properties.

As you know, pursuant to the Initial Order of the Honourable Justice Newbould in these proceedings dated December 17, 2013 (the "Initial Order"), the Monitor was granted the power to control the Applicants' receipts and disbursements, such that, like any of the Applicants' disbursements, their invoices from Chaitons were paid by the Monitor upon receipt and review and the authorization of the Applicants. As you also know, paragraph 22 of the Initial Order provides that the Monitor shall provide any creditor of the Applicants with information provided by the Applicants in response to reasonable requests for information, but that the Monitor shall not provide such information to creditors (unless otherwise directed by the Court or on mutual consent) where advised by the Applicants that such information is privileged and confidential.

Counsel for the Applicants has advised the Monitor, amongst other things, that it considers the invoices themselves to be confidential. Accordingly, the Monitor is precluded by paragraph 22 of the Initial Order from providing such information to you unless otherwise directed by the Court or with the agreement of the Applicants. We understand that Chaitons is in the process of reviewing its invoices for privilege. In the interim, assuming you are seeking to review the actual invoices, please let us know the reason for the review so that the Monitor can assess the reasonableness of the request.

Thanks.

Ian Aversa

T 416.865.3082
F 416.863.1515
E iaversa@airdberlis.com

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AIRD & BERLIS LLP
Barristers and Solicitors

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Please consider the environment before printing this email.

SILVER STREAM HOMES (PUCCINI) INC.

INVOICES RENDERED AND PAID (as at October 29, 2015)

Date	Invoice Number	Amount	Amount Paid	Date Paid
January 6, 2014	248391	$110,376.94	$110,376.94	January 14, 2014
January 31, 2014	248875	$47,120.05	$47,120.05	March 5, 2014
April 30, 2014	249983	$21,861.50	$21,861.50	August 15, 2014
May 31, 2014	250370	$5,270.32	$5,270.32	August 15, 2014
June 30, 2014	250794	$20,520.34	$20,520.34	August 15, 2014
July 31, 2014	251125	$12,975.24	$12,975.24	November 20, 2014
September 30, 2014	251758	$30,993.77	$30,993.77	November 20, 2014
January 31, 2015	253089	$50,196.21	$49,696.21 ($500.00 transferred from trust)	June 23, 2015
May 31, 2015	254562	$24,869.32	$24,869.32	June 23, 2015

PAYMENTS RECEIVED RE: PROPERTY SALES

Date	Amount
July 21, 2014	$1,685.36
August 15, 2014	$1,158.99
September 2, 2014	$1,650.00
September 9, 2014	$1,650.00
December 10, 2014	$1,659.10
February 2, 2015	$1,650.00

EXHIBIT D

This is **Exhibit "D"** *referred*
to in the Affidavit of Zena Hanson
sworn before me this 14th
day of March, 2016

A Commissioner for Taking Affidavits, etc.

Subject: Re: Silver Streams - Professional Fees and Disbursements of the Applicants' Counsel
Date: Monday, 14 March, 2016 3:56:37 PM Eastern Daylight Time
From: Emilio Bisceglia <ebisceglia@lawtoronto.com>
To: Ian Aversa <iaversa@airdberlis.com>, 'Sonja Turajlich' <sturajlich@lawtoronto.com>, James Klein <jklein@kalaw.ca>, (Koskie) Jeffrey Long <jlong@kmlaw.ca>
CC: Jonathan Krieger <jkrieger@grantthornton.ca>, Oros, Jan <Jan.Oros@ca.gt.com>, Jeremy Nemers <jnemers@airdberlis.com>, Stephen Schwartz <Stephen@chaitons.com>, Lena <lena@lawtoronto.com>

There is no issue with Aird and Berlis fee or monitor. I have affidavits for both. Where is the affidavits for chaitons fee? I wrote to you objecting to fee in October. I am surprised you would pay further amounts.

Emilio Bisceglia

From: Ian Aversa
Sent: Monday, March 14, 2016 2:41 PM
To: 'Sonja Turajlich'
Cc: Jonathan Krieger; Oros, Jan; Jeremy Nemers; Stephen Schwartz; 'Emilio Bisceglia'; Lena
Subject: RE: Silver Streams - Professional Fees and Disbursements of the Applicants' Counsel

Thanks, Sonja.

We're quite surprised to hear that you are shocked by the Monitor's payment of invoices rendered by Chaitons, and the Monitor's inclusion of such amounts in the Interim Statement of Receipts and Disbursements under the line item "Professional Fees".

The Monitor has been proceeding in this manner since the commencement of the CCAA proceedings. We have never received a request from your office or any other stakeholder to proceed in a different manner. Furthermore, following queries from your colleague, Emilio, regarding the payment of professional fees to Chaitons, we provided the information set out below approximately four and half months ago. We did not receive a response from you or Emilio until we received Emilio's email on Sunday, which we replied to earlier today.

You will find fee affidavits from each of Grant Thornton and Aird & Berlis, in support of the request to approve the fees and disbursements of the Monitor and its counsel, attached as appendices to the Monitor's report.

As you know, pursuant to the Initial Order of the Honourable Justice Newbould in these proceedings dated December 17, 2013 (the "Initial Order"), there is no obligation for the Applicants' counsel to seek approval of its fees and disbursements. To the contrary, I refer you to paragraphs 24, 25 and 26 of the Initial Order. Furthermore, as I mentioned to Emilio in my email below, pursuant to the Initial Order, the Monitor was granted the power to control the Applicants' receipts and disbursements, such that, like any of the Applicants' disbursements, their invoices from Chaitons were paid by the Monitor upon receipt and review and the authorization of the Applicants.

Thanks.

Ian Aversa

T 416.865.3082
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E iaversa@airdberlis.com

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AIRD & BERLIS LLP
Barristers and Solicitors

From: Sonja Turajlich [mailto:sturajlich@lawtoronto.com]
Sent: March-14-16 1:47 PM
To: Ian Aversa
Cc: Jonathan Krieger; Oros, Jan; Jeremy Nemers; Stephen Schwartz; 'Emilio Bisceglia'; Lena
Subject: Re: Silver Streams - Professional Fees and Disbursements of the Applicants' Counsel

Ian,

I respond on Emilio's behalf.

We are shocked by your statements that the amounts paid to Mr. Jinnah's counsel were included in "Professional Fees".

As you know, for the Monitor and the Monitor's counsel, there is usually a specific affidavit along with dockets in order to justify the fee. This has never occurred in respect to Mr. Jinnah's fees and we reserve all of our rights with respect to such inappropriate payments.

Thank-you,
Sonja

Sonja Turajlich
Lawyer
BISCEGLIA & ASSOCIATES
Professional Corporation

Direct Dial: 905-695-3424
Main Tel: 905-695-5200 ext.206
Assistant: Lena 905-695-5200 ext.200
Fax: 905-695-5201

From: Ian Aversa <iaversa@airdberlis.com>

Date: Monday, 14 March, 2016 1:36 PM
To: Emilio <ebisceglia@lawtoronto.com>, Sonja Turajlich <sturajlich@lawtoronto.com>, Lena Office <lena@lawtoronto.com>
Cc: Jonathan Krieger <jkrieger@grantthornton.ca>, "Oros, Jan" <Jan.Oros@ca.gt.com>, Jeremy Nemers <jnemers@airdberlis.com>, Stephen Schwartz <Stephen@chaitons.com>
Subject: RE: Silver Streams - Professional Fees and Disbursements of the Applicants' Counsel

Emilio;

All of the payments made by the Monitor are set out in the Interim Statement of Receipts and Disbursements, attached as appendix 19 to the Monitor's Tenth Report.

The amounts paid by the Monitor to Chaitons are included in the line item called Professional Fees.

Thanks.

Ian Aversa

T 416.865.3082
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E iaversa@airdberlis.com

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AIRD & BERLIS LLP
Barristers and Solicitors

From: Emilio Bisceglia [mailto:ebisceglia@lawtoronto.com]
Sent: March-14-16 12:47 PM
To: Ian Aversa; S TURAJLICH; Lena
Cc: Jonathan Krieger; Oros, Jan; Jeremy Nemers; Stephen Schwartz
Subject: Re: Silver Streams - Professional Fees and Disbursements of the Applicants' Counsel

Was payments to jinnah lawyer ever disclosed in the monitor reports to the court? I could not find any reference

Emilio Bisceglia

From: Ian Aversa
Sent: Monday, March 14, 2016 12:37 PM
To: Emilio Bisceglia
Cc: Jonathan Krieger; Oros, Jan; Jeremy Nemers; Stephen Schwartz
Subject: RE: Silver Streams - Professional Fees and Disbursements of the Applicants' Counsel

Emilio;

Since my email to you on October 30, 2015, set out below, two invoices have been rendered by Chaitons and paid by the Monitor, namely:

? Invoice #255512 dated August 31, 2015 for $30,607.15, and paid February 24, 2016; and
? Invoice #256994 dated January 11, 2016 for $10,066.37, and paid February 24, 2016.

Thanks.

Ian Aversa

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E iaversa@airdberlis.com

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AIRD & BERLIS LLP
Barristers and Solicitors

From: Ian Aversa
Sent: March-14-16 9:30 AM
To: Emilio Bisceglia
Cc: Jonathan Krieger; Oros, Jan; Jeremy Nemers; Stephen Schwartz
Subject: Re: Silver Streams - Professional Fees and Disbursements of the Applicants' Counsel

Emilio;

We will review with the Monitor and be in touch.

Thanks.

On Mar 13, 2016, at 11:43 AM, Emilio Bisceglia <ebisceglia@lawtoronto.com> wrote:

Good Morning Ian

Can you confirm if any more bills or payments have been received/made since your e-mail below

thank you

Emilio Bisceglia
Bisceglia & Associates Professional Corporation
Barristers-at-Law
Suite 200 - 7941 Jane Street
Concord, Ontario, L4K 4L6

Tel 905-695-5200
Dir 905-695-3100
Fax 905-695-5201

e-mail: ebisceglia@lawtoronto.com

From: Ian Aversa [mailto:iaversa@airdberlis.com]
Sent: Friday, October 30, 2015 2:06 PM
To: Emilio Bisceglia (ebisceglia@lawtoronto.com)
Cc: Jonathan Krieger (jkrieger@grantthornton.ca); 'Oros, Jan'; Jeremy Nemers; 'Maya Pollak'
Subject: Silver Streams - Professional Fees and Disbursements of the Applicants' Counsel

Hi Emilio,

As requested, please find the attached charts (one PDF file) illustrating the amounts that the Monitor has paid to Chaitons since the commencement of the CCAA proceedings. The first chart presents those amounts paid in respect of Chaitons' invoices relating to its legal services, while the second chart presents those amounts paid in respect of Chaitons' invoices relating to the sale of certain of the Applicants' properties.

As you know, pursuant to the Initial Order of the Honourable Justice Newbould in these proceedings dated December 17, 2013 (the "Initial Order"), the Monitor was granted the power to control the Applicants' receipts and disbursements, such that, like any of the Applicants' disbursements, their invoices from Chaitons were paid by the Monitor upon receipt and review and the authorization of the Applicants. As you also know, paragraph 22 of the Initial Order provides that the Monitor shall provide any creditor of the Applicants with information provided by the Applicants in response to reasonable requests for information, but that the Monitor shall not provide such information to creditors (unless otherwise directed by the Court or on mutual consent) where advised by the Applicants that such information is privileged and confidential.

Counsel for the Applicants has advised the Monitor, amongst other things, that it considers the invoices themselves to be confidential. Accordingly, the Monitor is precluded by paragraph 22 of the Initial Order from providing such information to you unless otherwise directed by the Court or with the agreement of the Applicants. We understand that Chaitons is in the process of reviewing its invoices for privilege. In the interim, assuming you are seeking to review the actual invoices, please let us know the reason for the review so that the Monitor can assess the reasonableness of the request.

Thanks.

Ian Aversa

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AIRD & BERLIS LLP
Barristers and Solicitors

EXHIBIT E

This is ***Exhibit "E"*** *referred*
to in the Affidavit of Zena Hanson
sworn before me this 14th
day of March, 2016

A Commissioner for Taking Affidavits, etc.

BISCEGLIA & ASSOCIATES
PROFESSIONAL CORPORATION
BARRISTERS - AT - LAW

VIA FAX

October 19, 2015

Aird & Berlis LLLP
Barristers and Solicitors
Brookfield Place
181 Bay Street
Suite 1800, Box 754
Toronto, Ontario
M5J 2T9

Stephen Schwartz
Chaitons LLP
Barristers and Solicitors
5000 Yonge Street
10th Floor
Toronto, Ontario
M2N 7E9

Attention: Ian Aversa

Dear Sirs:

RE: Argo Lumber Inc. vs. Silver Streams Homes (Puccini) Inc.
Court File No.: CV-13-116990-00

RE: Newmar Window vs. Silver Streams Homes (Puccini) Inc.
Court File No.: CV-13-116991-00

We are in the process of preparing for further examinations we have scheduled in this matter.

It appears that the legal fees for Silver Streams continues to be paid in whole or in part out of the funds held by the Monitor.

Could you please confirm when the last time legal fees were paid from the funds held by the Monitor.

As well, please confirm, given the fact that essentially the CCAA proceedings have now ceased (save and except for the report before from the arbitrator, Mr. Glaholt) that no further payments will made from the funds held by the Monitor for legal fees going forward.

7941 JANE STREET, SUITE 200, CONCORD, ONTARIO, L4K 4L6, TELEPHONE: (905) 695-5200
DIRECT DIAL: (905) 695-3100 FAX: (905) 695-5201
E-MAIL: ebisceglia@lawtoronto.com

Yours very truly,

EMILIO BISCEGLIA
EB/lc
cc: counsel
cc: Client

7941 JANE STREET, SUITE 200, CONCORD, ONTARIO, L4K 4L6, TELEPHONE: (905) 695-5200
DIRECT DIAL: (905) 695-3100 FAX: (905) 695-5201
E-MAIL: ebisceglia@lawtoronto.com

EXHIBIT F

This is **Exhibit "F"** *referred*
to in the Affidavit of Zena Hanson
sworn before me this 14th
day of March, 2016

A Commissioner for Taking Affidavits, etc.

Ontario ServiceOntario

LAND
REGISTRY
OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03208-0005 (LT)

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

PREPARED FOR JCirillo
ON 2016/01/22 AT 08:36:14

PROPERTY DESCRIPTION: PCL 3-1 SEC 65M2071; LT 3 PL 65M2071 ;; TOWN OF RICHMOND HILL

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
1997/06/23

OWNERS' NAMES
JEFFERSON SOUTH DEVELOPMENTS 307 INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1997/06/23 ON THIS PIN						
WAS REPLACED WITH THE "PIN CREATION DATE" OF 1997/06/23						
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 1997/06/20 **						
LT62140	1981/10/08	NOTICE AGREEMENT			THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
LT180293	1984/06/29	TRANSFER		*** COMPLETELY DELETED ***	TOMBARI, BRUNO TOMBARI, NADIA	
LT1058142	1995/09/05	CHARGE		*** COMPLETELY DELETED ***	CANADA TRUSTCO MORTGAGE COMPANY	
YR443807	2004/03/23	DISCH OF CHARGE		*** COMPLETELY DELETED *** CANADA TRUSTCO MORTGAGE COMPANY		
REMARKS: RE: LT1058142						
YR457786	2004/04/23	TRANSFER		*** COMPLETELY DELETED *** TOMBARI, BRUNO TOMBARI, NADIA	VUJOVIC, PETAR VUJOVIC, HELEN	
CORRECTIONS: 'THIS INSTRUMENT' WAS DELETED FROM PROPERTY 03208-0005 IN ERROR AND WAS RE-INSTATED ON 2005/10/06 BY CATHY BULMER.						
YR457787	2004/04/23	CHARGE		*** COMPLETELY DELETED *** VUJOVIC, PETAR VUJOVIC, HELEN	BANK OF MONTREAL	
YR457788	2004/04/23	CHARGE		*** COMPLETELY DELETED *** VUJOVIC, PETAR VUJOVIC, HELEN	BANK OF MONTREAL	
YR702372	2005/09/19	APL OF SURV-LAND		*** COMPLETELY DELETED *** VUJOVIC, PETAR	VUJOVIC, HELEN	

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

Ontario ServiceOntario

LAND
REGISTRY
OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03208-0005 (LT)

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

PREPARED FOR JCirillo
ON 2016/01/22 AT 08:36:14

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR799691	2006/04/04	CHARGE		*** COMPLETELY DELETED *** VUJOVIC, HELEN	BANK OF MONTREAL	
YR799698	2006/04/04	POSTPONEMENT		*** COMPLETELY DELETED *** BANK OF MONTREAL	BANK OF MONTREAL	
REMARKS: YR457788 TO YR799691						
YR800303	2006/04/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		
REMARKS: RE: YR457787						
YR1030380	2007/08/02	CHARGE		*** COMPLETELY DELETED *** VUJOVIC, HELEN	BANK OF MONTREAL	
YR1078460	2007/10/29	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		
REMARKS: RE: YR457788						
YR1188216	2008/07/07	CHARGE		*** COMPLETELY DELETED *** VUJOVIC, HELEN	BANK OF MONTREAL	
YR1189491	2008/07/09	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		
REMARKS: RE: YR1030380						
YR1447490	2010/03/01	TRANSFER		*** COMPLETELY DELETED *** VUJOVIC, HELEN	PADRON, ALAIN VILA ORTEGA, SARAH JOY	
YR1447491	2010/03/01	CHARGE		*** COMPLETELY DELETED *** PADRON, ALAIN VILA ORTEGA, SARAH JOY	FIRST NATIONAL FINANCIAL GP CORPORATION	
YR1448379	2010/03/03	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		
REMARKS: YR1188216.						
YR1455014	2010/03/22	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		
REMARKS: YR799691.						

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

LAND REGISTRY OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03208-0005 (LT)

PREPARED FOR JCirillo
ON 2016/01/22 AT 08:36:14

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR1521382	2010/07/22	CHARGE		*** COMPLETELY DELETED *** ORTEGA, SARAH JOY PADRON, ALAIN VILA	MCAP SERVICE CORPORATION	
YR1554656	2010/09/29	TRANSFER OF CHARGE		*** DELETED AGAINST THIS PROPERTY *** MCAP SERVICE CORPORATION	COMPUTERSHARE TRUST COMPANY OF CANADA	
	REMARKS: YR1521382					
YR1574273	2010/11/12	DISCH OF CHARGE		*** COMPLETELY DELETED *** FIRST NATIONAL FINANCIAL GP CORPORATION		
	REMARKS: YR1447491.					
YR1892263	2012/09/28	TRANSFER	$1,520,000	ORTEGA, SARAH JOY PADRON, ALAIN VILA	JEFFERSON SOUTH DEVELOPMENTS 307 INC.	C
	REMARKS: PLANNING ACT STATEMENTS					
YR1892264	2012/09/28	CHARGE	$7,650,000	JEFFERSON SOUTH DEVELOPMENTS 307 INC.	ATRIUM MORTGAGE INVESTMENT CORPORATION	C
YR1892265	2012/09/28	NO ASSGN RENT GEN		JEFFERSON SOUTH DEVELOPMENTS 307 INC.	ATRIUM MORTGAGE INVESTMENT CORPORATION	C
	REMARKS: YR1892264.					
YR1892266	2012/09/28	CHARGE	$10,000,000	JEFFERSON SOUTH DEVELOPMENTS 307 INC.	DAPAUL MANAGEMENT LIMITED	C
YR1924877	2012/12/14	DISCH OF CHARGE		*** COMPLETELY DELETED *** COMPUTERSHARE TRUST COMPANY OF CANADA		
	REMARKS: YR1521382.					
YR2178332	2014/08/28	NOTICE	$2	DAPAUL MANAGEMENT LIMITED	JEFFERSON SOUTH DEVELOPMENTS 307 INC.	C
	REMARKS: YR1892266					
YR2401410	2015/12/09	NOTICE	$2,025,000	JEFFERSON SOUTH DEVELOPMENTS 307 INC.	ATRIUM MORTGAGE INVESTMENT CORPORATION	C
	REMARKS: YR1892264					
YR2401411	2015/12/09	POSTPONEMENT		DAPAUL MANAGRMENT LIMITED	ATRIUM MORTGAGE INVESTMENT CORPORATION	C
	REMARKS: YR1892266 TO YR2401410					
YR2402639	2015/12/11	CHARGE	$24,275,000	JEFFERSON SOUTH DEVELOPMENTS 307 INC. JEFFERSON SOUTH DEVELOPMENTS 363 INC. JEFFERSON SOUTH DEVELOPMENTS 60 INC. JEFFERSON SOUTH DEVELOPMENTS 305 INC. JEFFERSON SOUTH DEVELOPMENTS 291 INC. JEFFERSON SOUTH DEVELOPMENTS 235 INC.	ATRIUM MORTGAGE INVESTMENT CORPORATION	C

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

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				JEFFERSON SOUTH DEVELOPMENTS 223 INC. JEFFERSON SOUTH DEVELOPMENTS 211 INC. JEFFERSON SOUTH DEVELOPMENTS 226 INC. JEFFERSON SOUTH DEVELOPMENTS 246 INC. JEFFERSON SOUTH DEVELOPMENTS 288 INC. JEFFERSON SOUTH DEVELOPMENTS 30 INC.		
YR2402653	2015/12/11	POSTPONEMENT		DAPAUL MANAGEMENT LIMITED	ATRIUM MORTGAGE INVESTMENT CORPORATION	C
REMARKS: YR1892266 TO YR2402639						

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

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CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2326823	JEFFERSON SOUTH DEVELOPMENTS 307 INC.	2012/05/03

Jurisdiction

ONTARIO

Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE

Registered Office Address

181 EGLINTON AVENUE EAST

Suite # 204
TORONTO
ONTARIO
CANADA M4P 1J4

Mailing Address

181 EGLINTON AVE EAST

Suite # 204
TORONTO
ONTARIO
CANADA M4P 1J4

Date Amalgamated	Amalgamation Ind.
NOT APPLICABLE	NOT APPLICABLE

New Amal. Number	Notice Date
NOT APPLICABLE	NOT APPLICABLE

Letter Date

NOT APPLICABLE

Revival Date	Continuation Date
NOT APPLICABLE	NOT APPLICABLE

Transferred Out Date	Cancel/Inactive Date
NOT APPLICABLE	NOT APPLICABLE

EP Licence Eff.Date	EP Licence Term.Date
NOT APPLICABLE	NOT APPLICABLE

Number of Directors Minimum	Number of Directors Maximum	Date Commenced In Ontario	Date Ceased In Ontario
00001	00010	NOT APPLICABLE	NOT APPLICABLE

Activity Classification

NOT AVAILABLE

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2326823	JEFFERSON SOUTH DEVELOPMENTS 307 INC.

Corporate Name History	Effective Date
JEFFERSON SOUTH DEVELOPMENTS 307 INC.	2012/05/03

Current Business Name(s) Exist:	NO
Expired Business Name(s) Exist:	NO

Administrator:

Name (Individual / Corporation)	Address
JACK GREENBERG	181 EGLINTON AVE EAST Suite # 204 TORONTO ONTARIO CANADA M4P 1J4

Date Began	First Director	
2012/05/03	NOT APPLICABLE	

Designation	Officer Type	Resident Canadian
OFFICER	SECRETARY	Y

CORPORATION PROFILE REPORT

Ontario Corp Number: 2326823

Corporation Name: JEFFERSON SOUTH DEVELOPMENTS 307 INC.

Administrator:
Name (Individual / Corporation)

JACK

GREENBERG

Address

181 EGLINTON AVE EAST

Suite # 204
TORONTO
ONTARIO
CANADA M4P 1J4

Date Began	First Director	
2012/05/03	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	TREASURER	Y

Administrator:
Name (Individual / Corporation)

JACK

GREENBERG

Address

181 EGLINTON AVENUE EAST

Suite # 204
TORONTO
ONTARIO
CANADA M4P 1J4

Date Began	First Director	
2012/05/03	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2326823	JEFFERSON SOUTH DEVELOPMENTS 307 INC.

Administrator:

Name (Individual / Corporation)		Address
ASMA JINNAH		103 NAUGHTON DRIVE RICHMOND HILL ONTARIO CANADA L4C 3B8

Date Began	First Director	
2012/05/03	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		Y

Administrator:

Name (Individual / Corporation)		Address
ASMA JINNAH		103 NAUGHTON DRIVE RICHMOND HILL ONTARIO CANADA L4C 3B8

Date Began	First Director	
2012/05/03	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	PRESIDENT	Y

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CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2326823	JEFFERSON SOUTH DEVELOPMENTS 307 INC.

Last Document Recorded

Act/Code	Description	Form	Date
CIA	ANNUAL RETURN 2014	1C	2015/05/16 (ELECTRONIC FILING)

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

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

363 Jefferson Sideroad, RH

Ontario ServiceOntario

LAND
REGISTRY
OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03208-0010 (LT)

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

PREPARED FOR JCirillo
ON 2016/01/21 AT 11:08:07

PROPERTY DESCRIPTION: PT LT 58 PL 1916 VAUGHAN; PT LT 59 PL 1916 VAUGHAN AS IN R626411; TOWN OF RICHMOND HILL

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
RE-ENTRY FROM 03208-0092

PIN CREATION DATE:
1999/07/23

OWNERS' NAMES
JEFFERSON SOUTH DEVELOPMENTS 363 INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1997/06/23 ON THIS PIN						
WAS REPLACED WITH THE "PIN CREATION DATE" OF 1999/07/23						
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 1999/07/23 **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
**	SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *					
**	AND ESCHEATS OR FORFEITURE TO THE CROWN.					
**	THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF					
**	IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY					
**	CONVENTION.					
**	ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.					
**DATE OF CONVERSION TO LAND TITLES: 1999/07/26 **						
RH48077	1972/11/24	BYLAW				C
RH69583	1979/04/06	BYLAW				C
REMARKS: PLANNING ACT DEEMING NOT PLAN OF SUBDIVISION. AFFECTS ALL/PART VARIOUS LANDS (ADDED 9/6/98 BY J. SALTER DLR)						
R626411	1993/09/24	TRANSFER		*** DELETED AGAINST THIS PROPERTY ***	TORELLI, JOE TORELLI, MARIA	
R626412	1993/09/24	CHARGE		*** COMPLETELY DELETED ***	CIBC MORTGAGE CORPORATION	
YR567597	2004/11/26	DISCH OF CHARGE		*** COMPLETELY DELETED *** CANADIAN IMPERIAL BANK OF COMMERCE		
REMARKS: RE: R626412						

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

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Ontario ServiceOntario

LAND REGISTRY OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03208-0010 (LT)

PREPARED FOR JCirillo
ON 2016/01/21 AT 11:08:07

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR724764	2005/11/01	APL OF SURV-LAND		*** COMPLETELY DELETED *** TORELLI, MARIA	TORELLI, JOE	
YR724765	2005/11/01	CHARGE		*** COMPLETELY DELETED *** TORELLI, JOE	CANADIAN IMPERIAL BANK OF COMMERCE	
YR1995359	2013/06/26	TRANSFER	$1,825,000	TORELLI, JOE	JEFFERSON SOUTH DEVELOPMENTS 363 INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
YR1995360	2013/06/26	CHARGE	$6,131,250	JEFFERSON SOUTH DEVELOPMENTS 363 INC.	ATRIUM MORTGAGE INVESTMENT CORPORATION	C
YR1995361	2013/06/26	NO ASSGN RENT GEN		JEFFERSON SOUTH DEVELOPMENTS 363 INC.	ATRIUM MORTGAGE INVESTMENT CORPORATION	C
REMARKS: YR1995360						
YR1995362	2013/06/26	CHARGE	$12,000,000	JEFFERSON SOUTH DEVELOPMENTS 363 INC.	DAPAUL MANAGEMENT LIMITED	C
YR2004482	2013/07/16	DISCH OF CHARGE		*** COMPLETELY DELETED *** CANADIAN IMPERIAL BANK OF COMMERCE		
REMARKS: YR724765.						
YR2178326	2014/08/28	NOTICE	$2	DAPAUL MANAGEMENT LIMITED	JEFFERSON SOUTH DEVELOPMENTS 363 INC.	C
REMARKS: YR1995362						
YR2217063	2014/11/18	CHARGE	$1,800,000	JEFFERSON SOUTH DEVELOPMENTS 48 INC. JEFFERSON SOUTH DEVELOPMENTS 60 INC. JEFFERSON SOUTH DEVELOPMENTS 363 INC.	CASTLE LANE DESIGN GROUP INC.	C
YR2217094	2014/11/18	POSTPONEMENT		DAPAUL MANAGEMENT LIMITED	CASTLE LANE DESIGN GROUP INC.	C
REMARKS: YR1995362 TO YR2217063						
YR2402639	2015/12/11	CHARGE	$24,275,000	JEFFERSON SOUTH DEVELOPMENTS 307 INC. JEFFERSON SOUTH DEVELOPMENTS 363 INC. JEFFERSON SOUTH DEVELOPMENTS 60 INC. JEFFERSON SOUTH DEVELOPMENTS 305 INC. JEFFERSON SOUTH DEVELOPMENTS 291 INC. JEFFERSON SOUTH DEVELOPMENTS 235 INC. JEFFERSON SOUTH DEVELOPMENTS 223 INC. JEFFERSON SOUTH DEVELOPMENTS 211 INC. JEFFERSON SOUTH DEVELOPMENTS 226 INC. JEFFERSON SOUTH DEVELOPMENTS 246 INC. JEFFERSON SOUTH DEVELOPMENTS 288 INC.	ATRIUM MORTGAGE INVESTMENT CORPORATION	C

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Ontario ServiceOntario

LAND
REGISTRY
OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03208-0010 (LT)

PREPARED FOR JCirillo
ON 2016/01/21 AT 11:08:07

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				JEFFERSON SOUTH DEVELOPMENTS 30 INC.		
YR2402640	2015/12/11	POSTPONEMENT		DAPAUL MANAGEMENT LIMITED	ATRIUM MORTGAGE INVESTMENT CORPORATION	C
REMARKS: YR1995362 TO YR2402639						
YR2402641	2015/12/11	POSTPONEMENT		CASTLE LANE DESIGN GROUP INC.	ATRIUM MORTGAGE INVESTMENT CORPORATION	C
REMARKS: YR2217063 TO YR2402639						

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Request ID: 018736317
Transaction ID: 60539743
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2016/03/14
Time Report Produced: 15:59:26
Page: 1

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2372111	JEFFERSON SOUTH DEVELOPMENTS 363 INC.	2013/05/07

Jurisdiction

ONTARIO

Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE

Registered Office Address

181 EGLINTON AVENUE EAST

Suite # 204
TORONTO
ONTARIO
CANADA M4P 1J4

Mailing Address

181 EGLINTON AVE EAST

Suite # 204
TORONTO
ONTARIO
CANADA M4P 1J4

Date Amalgamated	**Amalgamation Ind.**
NOT APPLICABLE	NOT APPLICABLE
New Amal. Number	**Notice Date**
NOT APPLICABLE	NOT APPLICABLE
	Letter Date
	NOT APPLICABLE
Revival Date	**Continuation Date**
NOT APPLICABLE	NOT APPLICABLE
Transferred Out Date	**Cancel/Inactive Date**
NOT APPLICABLE	NOT APPLICABLE
EP Licence Eff.Date	**EP Licence Term.Date**
NOT APPLICABLE	NOT APPLICABLE

Number of Directors Minimum	Number of Directors Maximum	Date Commenced in Ontario	Date Ceased in Ontario
00001	00010	NOT APPLICABLE	NOT APPLICABLE

Activity Classification

NOT AVAILABLE

CORPORATION PROFILE REPORT

Ontario Corp Number

2372111

Corporation Name

JEFFERSON SOUTH DEVELOPMENTS 363 INC.

Corporate Name History	**Effective Date**
JEFFERSON SOUTH DEVELOPMENTS 363 INC.	2013/05/07

Current Business Name(s) Exist: NO

Expired Business Name(s) Exist: NO

Administrator:
Name (Individual / Corporation)

JACK

GREENBERG

Address

181 EGLINTON AVE EAST

Suite # 204
TORONTO
ONTARIO
CANADA M4P 1J4

Date Began	**First Director**	
2013/05/07	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		Y

CORPORATION PROFILE REPORT

Ontario Corp Number

2372111

Corporation Name

JEFFERSON SOUTH DEVELOPMENTS 363 INC.

Administrator:
Name (Individual / Corporation)

JACK

GREENBERG

Address

181 EGLINTON AVE EAST

Suite # 204
TORONTO
ONTARIO
CANADA M4P 1J4

Date Began	First Director	
2013/05/07	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	SECRETARY	Y

Administrator:
Name (Individual / Corporation)

JACK

GREENBERG

Address

181 EGLINTON AVE EAST

Suite # 204
TORONTO
ONTARIO
CANADA M4P 1J4

Date Began	First Director	
2013/05/07	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	TREASURER	Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2372111	JEFFERSON SOUTH DEVELOPMENTS 363 INC.

Administrator:
Name (Individual / Corporation)

ASMA

JINNAH

Address

103 NAUGHTON DRIVE

RICHMOND HILL
ONTARIO
CANADA L4C 3B8

Date Began	First Director	
2013/05/07	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		Y

Administrator:
Name (Individual / Corporation)

ASMA

JINNAH

Address

103 NAUGHTON DRIVE

RICHMOND HILL
ONTARIO
CANADA L4C 3B8

Date Began	First Director	
2013/05/07	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	PRESIDENT	Y

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CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2372111	JEFFERSON SOUTH DEVELOPMENTS 363 INC.

Last Document Recorded

Act/Code	Description	Form	Date
CIA	ANNUAL RETURN 2014	1C	2015/05/16 (ELECTRONIC FILING)

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

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

60 Beech Ave., R.H.

Ontario ServiceOntario

LAND
REGISTRY
OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03208-0011 (LT)

PREPARED FOR JCirillo
ON 2016/01/21 AT 11:05:58

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

PROPERTY DESCRIPTION: PT LT 58 PL 1916 VAUGHAN; PT LT 59 PL 1916 VAUGHAN AS IN R427427 ; RICHMOND HILL; CITY OF VAUGHAN

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
RE-ENTRY FROM 03208-0093

PIN CREATION DATE:
1999/07/23

OWNERS' NAMES
JEFFERSON SOUTH DEVELOPMENTS 60 INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1997/06/23 ON THIS PIN						
WAS REPLACED WITH THE "PIN CREATION DATE" OF 1999/07/23						
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 1999/07/23 **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
**	SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *					
**	AND ESCHEATS OR FORFEITURE TO THE CROWN.					
**	THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF					
**	IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY					
**	CONVENTION.					
**	ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.					
**DATE OF CONVERSION TO LAND TITLES: 1999/07/26 **						
RH57019	1975/07/31	AGREEMENT			TOWN OF RICHMOND HILL	C
RH57019Z	1975/07/31	REST COV APL ANNEX				C
RH69583	1979/04/06	BYLAW				C
REMARKS: PLANNING ACT DEEMING NOT PLAN OF SUBDIVISION				AFFECTS ALL/PART VARIOUS LANDS (ADDED 9/6/98 BY J. SALTER DLR)		
R427427	1987/03/25	TRANSFER		*** DELETED AGAINST THIS PROPERTY ***	PECHMANN, ROMAN	
LT1600944	2001/04/20	TRANSFER		*** COMPLETELY DELETED *** PECHMANN, ROMAN	PECHMANN, GABY TRUSTEES OF THE SARAH PECHMANN TRUST	
YR19029	2001/07/05	CHARGE		*** COMPLETELY DELETED ***		

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

Ontario ServiceOntario

LAND REGISTRY OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03208-0011 (LT)

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

PREPARED FOR JCirillo
ON 2016/01/21 AT 11:05:58

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				PECHMANN, GABY TRUSTEES OF THE SARAH PECHMANN TRUST	BANK OF MONTREAL	
YR78553	2001/11/28	APL CH NAME OWNER		THE TRUSTEES OF THE SARAH PECHMANN TRUST	THE TRUST COMPANY OF BANK OF MONTREAL AS TRUSTEE OF THE SARAH PECHMANN TRUST	C
REMARKS: LT1600944						
YR122388	2002/03/26	CHARGE		*** COMPLETELY DELETED *** PECHMANN, GABY THE TRUST COMPANY OF BANK OF MONTREAL	BANK OF MONTREAL	
YR406835	2003/12/18	CHARGE		*** COMPLETELY DELETED *** PECHMANN, GABY THE TRUST COMPANY OF BANK OF MONTREAL	BANK OF MONTREAL	
YR415751	2004/01/15	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		
REMARKS: RE: YR122388						
YR425279	2004/02/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		
REMARKS: RE: YR19029						
YR473437	2004/05/26	LIEN		*** COMPLETELY DELETED *** HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE		
YR1974621	2013/05/08	DISCHARGE INTEREST		*** COMPLETELY DELETED *** HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE		
REMARKS: YR473437.						
YR1977443	2013/05/15	APL CH NAME OWNER		THE TRUST COMPANY OF BANK OF MONTREAL	BMO TRUST COMPANY	C
YR1984237	2013/05/31	TRANSFER	$1,350,000	BMO TRUST COMPANY PECHMANN, GABY	JEFFERSON SOUTH DEVELOPMENTS 60 INC.	C
YR1984238	2013/05/31	CHARGE	$7,650,000	JEFFERSON SOUTH DEVELOPMENTS 60 INC.	ATRIUM MORTGAGE INVESTMENT CORPORATION	C
YR1984239	2013/05/31	NO ASSGN RENT GEN		JEFFERSON SOUTH DEVELOPMENTS 60 INC.	ATRIUM MORTGAGE INVESTMENT CORPORATION	C
REMARKS: YR1984238						

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

LAND REGISTRY OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03208-0011 (LT)

PREPARED FOR JCirillo
ON 2016/01/21 AT 11:05:58

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR1984240	2013/05/31	CHARGE	$12,000,000	JEFFERSON SOUTH DEVELOPMENTS 60 INC.	DAPAUL MANAGEMENT LIMITED	C
YR1988529	2013/06/11	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		
REMARKS: YR406835.						
YR2178335	2014/08/28	NOTICE	$2	DAPAUL MANAGEMENT LIMITED	JEFFERSON SOUTH DEVELOPMENTS 60 INC.	C
REMARKS: YR1984240						
YR2217063	2014/11/18	CHARGE	$1,800,000	JEFFERSON SOUTH DEVELOPMENTS 48 INC. JEFFERSON SOUTH DEVELOPMENTS 60 INC. JEFFERSON SOUTH DEVELOPMENTS 363 INC.	CASTLE LANE DESIGN GROUP INC.	C
YR2217093	2014/11/18	POSTPONEMENT		DAPAUL MANAGEMENT LIMITED	CASTLE LANE DESIGN GROUP INC.	C
REMARKS: YR1984240 TO YR2217063						
YR2401417	2015/12/09	NOTICE	$1,950,000	JEFFERSON SOUTH DEVELOPMENTS 60 INC.	ATRIUM MORTGAGE INVESTMENT CORPORATION	C
REMARKS: AMENDING CHARGE YR1984238						
YR2401418	2015/12/09	POSTPONEMENT		DAPAUL MANAGEMENT LIMITED	ATRIUM MORTGAGE INVESTMENT CORPORATION	C
REMARKS: YR1984240 TO YR2401417						
YR2401419	2015/12/09	POSTPONEMENT		CASTLE LANE DESIGN GROUP INC.	ATRIUM MORTGAGE INVESTMENT CORPORATION	C
REMARKS: YR2217063 TO YR2401417						
YR2402639	2015/12/11	CHARGE	$24,275,000	JEFFERSON SOUTH DEVELOPMENTS 307 INC. JEFFERSON SOUTH DEVELOPMENTS 363 INC. JEFFERSON SOUTH DEVELOPMENTS 60 INC. JEFFERSON SOUTH DEVELOPMENTS 305 INC. JEFFERSON SOUTH DEVELOPMENTS 291 INC. JEFFERSON SOUTH DEVELOPMENTS 235 INC. JEFFERSON SOUTH DEVELOPMENTS 223 INC. JEFFERSON SOUTH DEVELOPMENTS 211 INC. JEFFERSON SOUTH DEVELOPMENTS 226 INC. JEFFERSON SOUTH DEVELOPMENTS 246 INC. JEFFERSON SOUTH DEVELOPMENTS 288 INC. JEFFERSON SOUTH DEVELOPMENTS 30 INC.	ATRIUM MORTGAGE INVESTMENT CORPORATION	C
YR2402651	2015/12/11	POSTPONEMENT		CASTLE LANE DESIGN GROUP INC.	ATRIUM MORTGAGE INVESTMENT CORPORATION	C
REMARKS: YR2217063 TO YR2402639						
YR2402652	2015/12/11	POSTPONEMENT		DAPAUL MANAGEMENT LIMITED	ATRIUM MORTGAGE INVESTMENT CORPORATION	C
REMARKS: YR1984240 TO YR2402639						

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Request ID:	018543974	Province of Ontario		Date Report Produced:	2016/01/21
Transaction ID:	60036684	Ministry of Government Services		Time Report Produced:	11:15:20
Category ID:	UN/E			Page:	1

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name		Incorporation Date
2327660	JEFFERSON SOUTH DEVELOPMENTS 60 INC.		2012/05/10
			Jurisdiction
			ONTARIO
Corporation Type	**Corporation Status**		**Former Jurisdiction**
ONTARIO BUSINESS CORP.	ACTIVE		NOT APPLICABLE

Registered Office Address

181 EGLINTON AVENUE EAST

Suite # 204
TORONTO
ONTARIO
CANADA M4P 1J4

Mailing Address

181 EGLINTON AVE EAST

Suite # 204
TORONTO
ONTARIO
CANADA M4P 1J4

Date Amalgamated	Amalgamation Ind.
NOT APPLICABLE	NOT APPLICABLE
New Amal. Number	**Notice Date**
NOT APPLICABLE	NOT APPLICABLE
	Letter Date
	NOT APPLICABLE
Revival Date	**Continuation Date**
NOT APPLICABLE	NOT APPLICABLE
Transferred Out Date	**Cancel/Inactive Date**
NOT APPLICABLE	NOT APPLICABLE
EP Licence Eff.Date	**EP Licence Term.Date**
NOT APPLICABLE	NOT APPLICABLE

Number of Directors Minimum	Number of Directors Maximum	Date Commenced in Ontario	Date Ceased in Ontario
00001	00010	NOT APPLICABLE	NOT APPLICABLE

Activity Classification

NOT AVAILABLE

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2327660	JEFFERSON SOUTH DEVELOPMENTS 60 INC.

Corporate Name History	Effective Date
JEFFERSON SOUTH DEVELOPMENTS 60 INC.	2012/05/10

Current Business Name(s) Exist:	NO
Expired Business Name(s) Exist:	NO

Administrator:

Name (Individual / Corporation)	Address
JACK GREENBERG	181 EGLINTON AVE EAST Suite # 204 TORONTO ONTARIO CANADA M4P 1J4

Date Began	First Director	
2012/05/10	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	SECRETARY	Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2327660	JEFFERSON SOUTH DEVELOPMENTS 60 INC.

Administrator:
Name (Individual / Corporation)

JACK

GREENBERG

Address

181 EGLINTON AVE EAST

Suite # 204
TORONTO
ONTARIO
CANADA M4P 1J4

Date Began	First Director	
2012/05/10	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	TREASURER	Y

Administrator:
Name (Individual / Corporation)

JACK

GREENBERG

Address

181 EGLINTON AVENUE EAST

Suite # 204
TORONTO
ONTARIO
CANADA M4P 1J4

Date Began	First Director	
2012/05/10	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2327660	JEFFERSON SOUTH DEVELOPMENTS 60 INC.

Administrator:
Name (Individual / Corporation)

ASMA

JINNAH

Address

103 NAUGHTON DRIVE

RICHMOND HILL
ONTARIO
CANADA L4C 3B8

Date Began	First Director	
2012/05/10	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		Y

Administrator:
Name (Individual / Corporation)

ASMA

JINNAH

Address

103 NAUGHTON DRIVE

RICHMOND HILL
ONTARIO
CANADA L4C 3B8

Date Began	First Director	
2012/05/10	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	PRESIDENT	Y

Request ID:	018543974	Province of Ontario	Date Report Produced:	2016/01/21
Transaction ID:	60036684	Ministry of Government Services	Time Report Produced:	11:15:20
Category ID:	UN/E		Page:	5

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2327660	JEFFERSON SOUTH DEVELOPMENTS 60 INC.

Last Document Recorded

Act/Code	Description	Form	Date
CIA	ANNUAL RETURN 2014	1C	2015/05/16 (ELECTRONIC FILING)

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

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

Ontario ServiceOntario

LAND REGISTRY OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03206-0309 (LT)

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

PREPARED FOR PBook001
ON 2015/06/15 AT 13:32:36

PROPERTY DESCRIPTION: PCL 8-1 SEC M807; LT 8 PL M807 ; S/T LB43081 RICHMOND HILL

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
1997/06/23

OWNERS' NAMES
KING SOUTH DEVELOPMENTS VERDI INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1997/06/23 ON THIS PIN						
WAS REPLACED WITH THE "PIN CREATION DATE" OF 1997/06/23						
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 1997/06/20 **						
66R302	1959/12/18	PLAN REFERENCE				C
LB43081	1959/12/29	TRANSFER EASEMENT			THE CORPORATION OF THE TOWNSHIP OF KING	C
LB187245	1966/09/14	TRANSFER		*** COMPLETELY DELETED ***	COLE, STEWART HARRIS COLE, INEZ MARIE	
YR29396	2001/07/31	TRANSFER		*** COMPLETELY DELETED *** COLE, STEWART HARRIS COLE, INEZ MARIE	PADOVANI, CHIARA MARIA PADOVANI, DAMIANO	
YR2010378	2013/07/26	TRANSFER	$2,300,000	PADOVANI, CHIARA MARIA PADOVANI, DAMIANO	KING SOUTH DEVELOPMENTS VERDI INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
YR2010379	2013/07/26	CHARGE	$7,000,000	KING SOUTH DEVELOPMENTS VERDI INC.	ATRIUM MORTGAGE INVESTMENT CORPORATION	C
YR2010380	2013/07/26	NO ASSGN RENT GEN		KING SOUTH DEVELOPMENTS VERDI INC.	ATRIUM MORTGAGE INVESTMENT CORPORATION	C
REMARKS: YR2010379						
YR2010381	2013/07/26	CHARGE	$10,000,000	KING SOUTH DEVELOPMENTS VERDI INC.	DAPAUL MANAGEMENT LIMITED	C
YR2048904	2013/10/18	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** ARGO LUMBER INC.		
YR2050277	2013/10/22	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** NEWMAR WINDOW MANUFACTURING INC.		

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

LAND
REGISTRY
OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03206-0309 (LT)

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

PREPARED FOR PBook001
ON 2015/06/15 AT 13:32:36

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR2061018	2013/11/15	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** ARGO LUMBER INC.		
REMARKS: YR2048904.						
YR2061019	2013/11/15	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** NEWMAR WINDOW MANUFACTURING INC.		
REMARKS: YR2050277.						
YR2183068	2014/09/05	CHARGE	$927,600	KING SOUTH DEVELOPMENTS VERDI INC.	CONDOR ACQUISITIONS INC.	C
YR2183076	2014/09/05	POSTPONEMENT		DAPAUL MANAGEMENT LIMITED	CONDOR ACQUISITIONS INC.	C
REMARKS: YR2010381 TO YR2180368						

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Request ID: 015811199
Transaction ID: 52393681
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2013/10/17
Time Report Produced: 12:13:36
Page: 1

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2349572	KING SOUTH DEVELOPMENTS VERDI INC.	2012/11/13

Jurisdiction

ONTARIO

Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE

Registered Office Address

181 EGLINTON AVE EAST

Suite # 204
TORONTO
ONTARIO
CANADA M4P 1J4

Mailing Address

181 EGLINTON AVE EAST

Suite # 204
TORONTO
ONTARIO
CANADA M4P 1J4

Date Amalgamated	Amalgamation Ind.
NOT APPLICABLE	NOT APPLICABLE

New Amal. Number	Notice Date
NOT APPLICABLE	NOT APPLICABLE

Letter Date

NOT APPLICABLE

Revival Date	Continuation Date
NOT APPLICABLE	NOT APPLICABLE

Transferred Out Date	Cancel/Inactive Date
NOT APPLICABLE	NOT APPLICABLE

EP Licence Eff.Date	EP Licence Term.Date
NOT APPLICABLE	NOT APPLICABLE

Number of Directors Minimum	Number of Directors Maximum	Date Commenced in Ontario	Date Ceased in Ontario
00001	00010	NOT APPLICABLE	NOT APPLICABLE

Activity Classification

NOT AVAILABLE

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2349572	KING SOUTH DEVELOPMENTS VERDI INC.

Corporate Name History	Effective Date
KING SOUTH DEVELOPMENTS VERDI INC.	2012/11/13

Current Business Name(s) Exist:	NO
Expired Business Name(s) Exist:	NO

Administrator:
Name (Individual / Corporation)

JACK

GREENBERG

Address

181 EGLINTON AVE EAST

Suite # 204
TORONTO
ONTARIO
CANADA M4P 1J4

Date Began	First Director	
2012/11/13	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2349572	KING SOUTH DEVELOPMENTS VERDI INC.

Administrator:
Name (Individual / Corporation)

JACK

GREENBERG

Address

181 EGLINTON AVE EAST

Suite # 204
TORONTO
ONTARIO
CANADA M4P 1J4

Date Began	First Director	
2012/11/13	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	SECRETARY	Y

Administrator:
Name (Individual / Corporation)

JACK

GREENBERG

Address

181 EGLINTON AVE EAST

Suite # 204
TORONTO
ONTARIO
CANADA M4P 1J4

Date Began	First Director	
2012/11/13	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	TREASURER	Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2349572	KING SOUTH DEVELOPMENTS VERDI INC.

Administrator:
Name (Individual / Corporation)

ASMA

JINNAH

Address

103 NAUGHTON DRIVE

RICHMOND HILL
ONTARIO
CANADA L4C 3B8

Date Began	First Director	
2012/11/13	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		Y

Administrator:
Name (Individual / Corporation)

ASMA

JINNAH

Address

103 NAUGHTON DRIVE

RICHMOND HILL
ONTARIO
CANADA L4C 3B8

Date Began	First Director	
2012/11/13	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	PRESIDENT	Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2349572	KING SOUTH DEVELOPMENTS VERDI INC.

Last Document Recorded

Act/Code	Description	Form	Date
CIA	INITIAL RETURN	1	2012/12/07

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

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

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

Ontario ServiceOntario

LAND
REGISTRY
OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03208-0012 (LT)

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

PREPARED FOR JCirillo
ON 2016/01/21 AT 11:03:04

40 Beech Ave., R.H

PROPERTY DESCRIPTION: PT LT 57 PL 1916 VAUGHAN; PT LT 58 PL 1916 VAUGHAN AS IN RH71946; TOWN OF RICHMOND HILL

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
RE-ENTRY FROM 03208-0094

PIN CREATION DATE:
1999/07/23

OWNERS' NAMES
JEFFERSON SOUTH DEVELOPMENTS 48 INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1997/06/23 ON THIS PIN						
WAS REPLACED WITH THE "PIN CREATION DATE" OF 1999/07/23						
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 1999/07/23 **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 1999/07/26 **						
RH69583	1979/04/06	BYLAW				C
REMARKS: PLANNING ACT DEEMING NOT PLAN OF SUBDIVISION. AFFECTS ALL/PART VARIOUS LANDS (ADDED 9/6/98 BY J. SALTER DLR)						
RH71946	1979/11/30	TRANSFER		*** DELETED AGAINST THIS PROPERTY ***	CASTELLI, CARLO CASTELLI, NINA	
YR1643445	2011/05/06	TRANSMISSION-LAND		*** COMPLETELY DELETED *** CASTELLI, CARLO - ESTATE CASTELLI, NINA - ESTATE	BACCILIERI, LORENA	
YR1786377	2012/02/22	LR'S ORDER		LAND REGISTRAR (NO.65)		C
REMARKS: AMEND OWNERSHIP TO - BACCILIERI, LORENA - TWO--CASTELLI, CARLO - ESTATE						
YR1831255	2012/05/31	TRANS PERSONAL REP	$1,350,000	BACCILIERI, LORENA	JEFFERSON SOUTH DEVELOPMENTS 48 INC.	C

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Ontario ServiceOntario

LAND REGISTRY OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03208-0012 (LT)

PREPARED FOR JCirillo
ON 2016/01/21 AT 11:03:04

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR1831256	2012/05/31	CHARGE		*** COMPLETELY DELETED *** JEFFERSON SOUTH DEVELOPMENTS 48 INC.	ROYAL BANK OF CANADA	
YR1831257	2012/05/31	CHARGE	$10,000,000	JEFFERSON SOUTH DEVELOPMENTS 48 INC.	DAPAUL MANAGEMENT LIMITED	C
YR2178334	2014/08/28	NOTICE	$2	DAPAUL MANAGEMENT LIMITED	JEFFERSON SOUTH DEVELOPMENTS 48 INC.	C
REMARKS: YR1831257						
YR2217063	2014/11/18	CHARGE	$1,800,000	JEFFERSON SOUTH DEVELOPMENTS 48 INC. JEFFERSON SOUTH DEVELOPMENTS 60 INC. JEFFERSON SOUTH DEVELOPMENTS 363 INC.	CASTLE LANE DESIGN GROUP INC.	C
YR2217092	2014/11/18	POSTPONEMENT		DAPAUL MANAGEMENT LIMITED	CASTLE LANE DESIGN GROUP INC.	C
REMARKS: YR1831257 TO YR2217063						
YR2298936	2015/06/01	CHARGE	$1,400,000	JEFFERSON SOUTH DEVELOPMENTS 48 INC.	ROYAL BANK OF CANADA	C
YR2299014	2015/06/01	NO ASSGN RENT GEN		JEFFERSON SOUTH DEVELOPMENTS 48 INC.	ROYAL BANK OF CANADA	C
REMARKS: YR2298936.						
YR2299043	2015/06/01	POSTPONEMENT		CASTLE LANE DESIGN GROUP INC.	ROYAL BANK OF CANADA	C
REMARKS: YR2217063 - YR2298936						
YR2299044	2015/06/01	POSTPONEMENT		DAPAUL MANAGEMENT LIMITED	ROYAL BANK OF CANADA	C
REMARKS: YR1831257 TO YR2298936						
YR2316568	2015/07/06	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
REMARKS: YR1831256.						

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

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Request ID:	018736348
Transaction ID:	60539823
Category ID:	UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced:	2016/03/14
Time Report Produced:	16:02:27
Page:	1

CORPORATION PROFILE REPORT

Ontario Corp Number
2327659

Corporation Name
JEFFERSON SOUTH DEVELOPMENTS 48 INC.

Incorporation Date
2012/05/10

Jurisdiction
ONTARIO

Corporation Type
ONTARIO BUSINESS CORP.

Corporation Status
ACTIVE

Former Jurisdiction
NOT APPLICABLE

Registered Office Address

181 EGLINTON AVENUE EAST

Suite # 204
TORONTO
ONTARIO
CANADA M4P 1J4

Mailing Address

181 EGLINTON AVE EAST

Suite # 204
TORONTO
ONTARIO
CANADA M4P 1J4

Date Amalgamated	**Amalgamation Ind.**
NOT APPLICABLE	NOT APPLICABLE
New Amal. Number	**Notice Date**
NOT APPLICABLE	NOT APPLICABLE
	Letter Date
	NOT APPLICABLE
Revival Date	**Continuation Date**
NOT APPLICABLE	NOT APPLICABLE
Transferred Out Date	**Cancel/Inactive Date**
NOT APPLICABLE	NOT APPLICABLE
EP Licence Eff.Date	**EP Licence Term.Date**
NOT APPLICABLE	NOT APPLICABLE

Number of Directors Minimum	Maximum	Date Commenced in Ontario	Date Ceased in Ontario
00001	00010	NOT APPLICABLE	NOT APPLICABLE

Activity Classification
NOT AVAILABLE

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2327659	JEFFERSON SOUTH DEVELOPMENTS 48 INC.

Corporate Name History	Effective Date
JEFFERSON SOUTH DEVELOPMENTS 48 INC.	2012/05/10

Current Business Name(s) Exist:	NO
Expired Business Name(s) Exist:	NO

Administrator:
Name (Individual / Corporation)

JACK

GREENBERG

Address

181 EGLINTON AVE EAST

Suite # 204
TORONTO
ONTARIO
CANADA M4P 1J4

Date Began	First Director	
2012/05/10	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	SECRETARY	Y

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CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2327659	JEFFERSON SOUTH DEVELOPMENTS 48 INC.

Administrator:
Name (Individual / Corporation)

JACK

GREENBERG

Address

181 EGLINTON AVE EAST

Suite # 204
TORONTO
ONTARIO
CANADA M4P 1J4

Date Began	First Director	
2012/05/10	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	TREASURER	Y

Administrator:
Name (Individual / Corporation)

JACK

GREENBERG

Address

181 EGLINTON AVENUE EAST

Suite # 204
TORONTO
ONTARIO
CANADA M4P 1J4

Date Began	First Director	
2012/05/10	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2327659	JEFFERSON SOUTH DEVELOPMENTS 48 INC.

Administrator:
Name (Individual / Corporation)

ASMA

JINNAH

Address

103 NAUGHTON DRIVE

RICHMOND HILL
ONTARIO
CANADA L4C 3B8

Date Began	First Director	
2012/05/10	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		Y

Administrator:
Name (Individual / Corporation)

ASMA

JINNAH

Address

103 NAUGHTON DRIVE

RICHMOND HILL
ONTARIO
CANADA L4C 3B8

Date Began	First Director	
2012/05/10	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	PRESIDENT	Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2327659	JEFFERSON SOUTH DEVELOPMENTS 48 INC.

Last Document Recorded

Act/Code	Description	Form	Date
CIA	ANNUAL RETURN 2014	1C	2015/05/16 (ELECTRONIC FILING)

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

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

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

Ontario ServiceOntario

LAND REGISTRY OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03208-0017 (LT)

PREPARED FOR JCirillo
ON 2016/01/22 AT 08:37:13

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

PROPERTY DESCRIPTION: LT 18 PL 1916 VAUGHAN ; RICHMOND HILL

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
RE-ENTRY FROM 03208-0099

PIN CREATION DATE:
1999/07/23

OWNERS' NAMES
JEFFERSON SOUTH DEVELOPMENTS 305 INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1997/06/23 ON THIS PIN						
WAS REPLACED WITH THE "PIN CREATION DATE" OF 1999/07/23						
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 1999/07/23 **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 1999/07/26 **						
RH69583	1979/04/05	BYLAW				C
REMARKS: PLANNING ACT DEEMING NOT PLAN OF SUBDIVISION: AFFECTS ALL/PART VARIOUS LANDS (ADDED 9/6/98 BY J. SALTER DLR)						
R316347	1983/05/18	TRANSFER		*** DELETED AGAINST THIS PROPERTY ***	DANNENFELDT, DIETER	
CORRECTIONS: 'THIS INSTRUMENT' WAS DELETED FROM PROPERTY 03208-0017 IN ERROR AND WAS RE-INSTATED ON 2002/10/25 BY MAGGIE GAGNE.						
R637544	1994/04/12	CHARGE		*** COMPLETELY DELETED ***	SCOTIA MORTGAGE CORPORATION	
YR74942	2001/11/19	TRANSFER		*** COMPLETELY DELETED *** DANNENFELDT, DIETER	DANNENFELDT, DIETER DANNENFELDT, MARK KEITER DANNENFELDT, DIETER	

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

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Ontario ServiceOntario

LAND REGISTRY OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03208-0017 (LT)

PREPARED FOR JCirillo
ON 2016/01/22 AT 08:37:13

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR98793	2002/01/23	RESTRICTION-LAND		*** COMPLETELY DELETED *** DANNENFELDT, DIETER DANNENFELDT, DIETER DANNENFELDT, MARK KEITER		
REMARKS: NO DEALINGS WITHOUT THE CONSENT OF THE PUBLIC GUARDIAN AND TRUSTEE (ADDED 2003/08/14 AT 11:46 BY T. MALLORY, ADLR)						
YR120465	2002/03/21	DISCH OF CHARGE		*** COMPLETELY DELETED *** SCOTIA MORTGAGE CORPORATION		
REMARKS: RE: R637544						
YR190936	2002/08/16	APL AMEND ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	DANNENFELDT, DIETER	C
YR336933	2003/08/01	TRANSMISSION-LAND		*** COMPLETELY DELETED *** DANNENFELDT, DIETER	BOEDEFELD, WILLIAM	
YR462221	2004/04/30	LIEN		*** COMPLETELY DELETED *** PUBLIC GUARDIAN AND TRUSTEE		
YR1346067	2009/07/21	TRANS PERSONAL REP		BOEDEFELD, WILLIAM	DANNENFELDT, MARK	C
YR1448702	2010/03/04	CERT TAX ARREARS		*** COMPLETELY DELETED *** THE CORPORATION OF THE TOWN OF RICHMOND HILL		
YR1618701	2011/03/08	CT TAX ARREAR CANC		*** COMPLETELY DELETED *** THE CORPORATION OF THE TOWN OF RICHMOND HILL		
REMARKS: YR1448702.						
YR1887579	2012/09/20	DISCHARGE INTEREST		*** COMPLETELY DELETED *** PUBLIC GUARDIAN AND TRUSTEE		
REMARKS: YR462221.						
YR1894480	2012/10/03	TRANSFER	$1,500,000	DANNENFELDT, MARK	JEFFERSON SOUTH DEVELOPMENTS 305 INC.	C
REMARKS: PLANNING ACT STATEMENTS						
YR1894481	2012/10/03	CHARGE	$7,650,000	JEFFERSON SOUTH DEVELOPMENTS 305 INC.	ATRIUM MORTGAGE INVESTMENT CORPORATION	C
YR1894482	2012/10/03	NO ASSGN RENT GEN		JEFFERSON SOUTH DEVELOPMENTS 305 INC.	ATRIUM MORTGAGE INVESTMENT CORPORATION	C
REMARKS: YR1894481						
YR1894483	2012/10/03	CHARGE	$10,000,000	JEFFERSON SOUTH DEVELOPMENTS 305 INC.	DAPAUL MANAGEMENT LIMITED	C

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Ontario ServiceOntario

LAND
REGISTRY
OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03208-0017 (LT)

PREPARED FOR JCirillo
ON 2016/01/22 AT 08:37:13

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR2178325	2014/08/28	NOTICE	$2	DAPAUL MANAGEMENT LIMITED	JEFFERSON SOUTH DEVELOPMENTS 305 INC.	C
REMARKS: YR1894483						
YR2402639	2015/12/11	CHARGE	$24,275,000	JEFFERSON SOUTH DEVELOPMENTS 307 INC. JEFFERSON SOUTH DEVELOPMENTS 363 INC. JEFFERSON SOUTH DEVELOPMENTS 60 INC. JEFFERSON SOUTH DEVELOPMENTS 305 INC. JEFFERSON SOUTH DEVELOPMENTS 291 INC. JEFFERSON SOUTH DEVELOPMENTS 235 INC. JEFFERSON SOUTH DEVELOPMENTS 223 INC. JEFFERSON SOUTH DEVELOPMENTS 211 INC. JEFFERSON SOUTH DEVELOPMENTS 226 INC. JEFFERSON SOUTH DEVELOPMENTS 246 INC. JEFFERSON SOUTH DEVELOPMENTS 288 INC. JEFFERSON SOUTH DEVELOPMENTS 30 INC.	ATRIUM MORTGAGE INVESTMENT CORPORATION	C
YR2402648	2015/12/11	POSTPONEMENT		DAPAUL MANAGEMENT LIMITED	ATRIUM MORTGAGE INVESTMENT CORPORATION	C

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CORPORATION PROFILE REPORT

Ontario Corp Number

2338959

Corporation Name

JEFFERSON SOUTH DEVELOPMENTS 305 INC.

Incorporation Date

2012/08/15

Jurisdiction

ONTARIO

Corporation Type

ONTARIO BUSINESS CORP.

Corporation Status

ACTIVE

Former Jurisdiction

NOT APPLICABLE

Registered Office Address

181 EGLINTON AVENUE EAST

Suite # 204
TORONTO
ONTARIO
CANADA M4P 1J4

Mailing Address

181 EGLINTON AVE EAST

Suite # 204
TORONTO
ONTARIO
CANADA M4P 1J4

Date Amalgamated	Amalgamation Ind.
NOT APPLICABLE	NOT APPLICABLE

New Amal. Number	Notice Date
NOT APPLICABLE	NOT APPLICABLE

Letter Date

NOT APPLICABLE

Revival Date	Continuation Date
NOT APPLICABLE	NOT APPLICABLE

Transferred Out Date	Cancel/Inactive Date
NOT APPLICABLE	NOT APPLICABLE

EP Licence Eff.Date	EP Licence Term.Date
NOT APPLICABLE	NOT APPLICABLE

Number of Directors Minimum	Number of Directors Maximum	Date Commenced in Ontario	Date Ceased in Ontario
00001	00010	NOT APPLICABLE	NOT APPLICABLE

Activity Classification

NOT AVAILABLE

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2338959	JEFFERSON SOUTH DEVELOPMENTS 305 INC.

Corporate Name History	Effective Date
JEFFERSON SOUTH DEVELOPMENTS 305 INC.	2012/08/15

Current Business Name(s) Exist: NO

Expired Business Name(s) Exist: NO

Administrator:
Name (Individual / Corporation)

JACK

GREENBERG

Address

181 EGLINTON AVE EAST

Suite # 204
TORONTO
ONTARIO
CANADA M4P 1J4

Date Began	First Director	
2012/08/15	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	SECRETARY	Y

CORPORATION PROFILE REPORT

Ontario Corp Number

2338959

Corporation Name

JEFFERSON SOUTH DEVELOPMENTS 305 INC.

Administrator:
Name (Individual / Corporation)

JACK

GREENBERG

Address

181 EGLINTON AVE EAST

Suite # 204
TORONTO
ONTARIO
CANADA M4P 1J4

Date Began	First Director	
2012/08/15	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	TREASURER	Y

Administrator:
Name (Individual / Corporation)

JACK

GREENBERG

Address

181 EGLINTON AVENUE EAST

Suite # 204
TORONTO
ONTARIO
CANADA M4P 1J4

Date Began	First Director	
2012/08/15	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2338959	JEFFERSON SOUTH DEVELOPMENTS 305 INC.

Administrator:
Name (Individual / Corporation)

ASMA

JINNAH

Address

103 NAUGHTON DRIVE

RICHMOND HILL
ONTARIO
CANADA L4C 3B8

Date Began	First Director	
2012/08/15	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		Y

Administrator:
Name (Individual / Corporation)

ASMA

JINNAH

Address

103 NAUGHTON DRIVE

RICHMOND HILL
ONTARIO
CANADA L4C 3B8

Date Began	First Director	
2012/08/15	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	PRESIDENT	Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2338959	JEFFERSON SOUTH DEVELOPMENTS 305 INC.

Last Document Recorded

Act/Code	Description	Form	Date
CIA	ANNUAL RETURN 2014	1C	2015/05/16 (ELECTRONIC FILING)

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

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

EXHIBIT G

*This is **Exhibit "G"** referred*
to in the Affidavit of Zena Hanson
sworn before me this 14th
day of March, 2016

A Commissioner for Taking Affidavits, etc.

LRO # 65 **Charge/Mortgage** **Registered as YR2402639** on 2015 12 11 at 09:35

The applicant(s) hereby applies to the Land Registrar. yyyy mm dd Page 1 of 8

Properties

PIN	03208 – 0005 LT *Interest/Estate* Fee Simple
Description	PCL 3-1 SEC 65M2071; LT 3 PL 65M2071 ;; TOWN OF RICHMOND HILL
Address	307 HARRIS AVENUE RICHMOND HILL
PIN	03208 – 0010 LT *Interest/Estate* Fee Simple
Description	PT LT 58 PL 1916 VAUGHAN; PT LT 59 PL 1916 VAUGHAN AS IN R626411; TOWN OF RICHMOND HILL
Address	363 JEFFERSON SIDEROAD RICHMOND HILL
PIN	03208 – 0011 LT *Interest/Estate* Fee Simple
Description	PT LT 58 PL 1916 VAUGHAN; PT LT 59 PL 1916 VAUGHAN AS IN R427427 ; RICHMOND HILL; CITY OF VAUGHAN
Address	60 BEECH AVENUE RICHMOND HILL
PIN	03208 – 0017 LT *Interest/Estate* Fee Simple
Description	LT 18 PL 1916 VAUGHAN ; RICHMOND HILL
Address	305 JEFFERSON SIDEROAD RICHMOND HILL
PIN	03208 – 0018 LT *Interest/Estate* Fee Simple
Description	LT 17 PL 1916 VAUGHAN ;; TOWN OF RICHMOND HILL
Address	291 JEFFERSON SIDEROAD RICHMOND HILL
PIN	03208 – 0021 LT *Interest/Estate* Fee Simple
Description	LT 4 PL 9597 RICHMOND HILL; TOWN OF RICHMOND HILL
Address	235 JEFFERSON SIDEROAD RICHMOND HILL
PIN	03208 – 0022 LT *Interest/Estate* Fee Simple
Description	LT 5 PL 9597 RICHMOND HILL ;; TOWN OF NEWMARKET
Address	223 JEFFERSON SIDEROAD RICHMOND HILL
PIN	03208 – 0023 LT *Interest/Estate* Fee Simple
Description	LT 11 PL 1916 VAUGHAN ;; TOWN OF RICHMOND HILL
Address	211 JEFFERSON SIDEROAD RICHMOND HILL
PIN	03208 – 0038 LT *Interest/Estate* Fee Simple
Description	LT 1 PL 9597 RICHMOND HILL ; RICHMOND HILL
Address	226 HARRIS AV RICHMOND HILL
PIN	03208 – 0040 LT *Interest/Estate* Fee Simple
Description	LT 24 PL 1916 VAUGHAN; PT LT 15 PL 1916 VAUGHAN PT 3 65R3651; TOWN OF RICHMOND HILL
Address	246 HARRIS AV RICHMOND HILL
PIN	03208 – 0043 LT *Interest/Estate* Fee Simple
Description	LT 21 PL 1916 VAUGHAN ; RICHMOND HILL; TOWN OF RICHMOND HILL
Address	288 HARRIS AV RICHMOND HILL
PIN	03208 – 0044 LT *Interest/Estate* Fee Simple
Description	LT 20 PL 1916 VAUGHAN ; RICHMOND HILL
Address	30 BEECH AV RICHMOND HILL

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name	JEFFERSON SOUTH DEVELOPMENTS 307 INC.
Address for Service	181 Eglinton Avenue East, Suite 204 Toronto ON M4P 1J4

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Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

I, Jack Greenberg, Secretary, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Name	JEFFERSON SOUTH DEVELOPMENTS 363 INC.
Address for Service	181 Eglinton Avenue East, Suite 204 Toronto ON M4P 1J4

I, Jack Greenberg, Secretary, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Name	JEFFERSON SOUTH DEVELOPMENTS 60 INC.
Address for Service	181 Eglinton Avenue East, Suite 204 Toronto ON M4P 1J4

I, Jack Greenberg, Secretary, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Name	JEFFERSON SOUTH DEVELOPMENTS 305 INC.
Address for Service	181 Eglinton Avenue East, Suite 204 Toronto ON M4P 1J4

I, Jack Greenberg, Secretary, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Name	JEFFERSON SOUTH DEVELOPMENTS 291 INC.
Address for Service	181 Eglinton Avenue East, Suite 204 Toronto ON M4P 1J4

I, Jack Greenberg, Secretary, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Name	JEFFERSON SOUTH DEVELOPMENTS 235 INC.
Address for Service	181 Eglinton Avenue East, Suite 204 Toronto ON M4P 1J4

I, Jack Greenberg, Secretary, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Name	JEFFERSON SOUTH DEVELOPMENTS 223 INC.
Address for Service	181 Eglinton Avenue East, Suite 204 Toronto ON M4P 1J4

I, Jack Greenberg, Secretary, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Name	JEFFERSON SOUTH DEVELOPMENTS 211 INC.
Address for Service	181 Eglinton Avenue East, Suite 204 Toronto ON M4P 1J4

I, Jack Greenberg, Secretary, have the authority to bind the corporation.

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

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

Name	JEFFERSON SOUTH DEVELOPMENTS 226 INC.
Address for Service	181 Eglinton Avenue East, Suite 204 Toronto ON M4P 1J4

I, Jack Greenberg, Secretary, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Name	JEFFERSON SOUTH DEVELOPMENTS 246 INC.
Address for Service	181 Eglinton Avenue East, Suite 204 Toronto ON M4P 1J4

I, Jack Greenberg, Secretary, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Name	JEFFERSON SOUTH DEVELOPMENTS 288 INC.
Address for Service	181 Eglinton Avenue East, Suite 204 Toronto ON M4P 1J4

I, Jack Greenberg, Secretary, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Name	JEFFERSON SOUTH DEVELOPMENTS 30 INC.
Address for Service	181 Eglinton Avenue East, Suite 204 Toronto ON M4P 1J4

I, Jack Greenberg, Secretary, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Chargee(s) — *Capacity* — *Share*

Name	ATRIUM MORTGAGE INVESTMENT CORPORATION
Address for Service	20 Adelaide Street East, Suite 900 Toronto ON M5C 2T6

Statements

Schedule: See Schedules

Provisions

Principal	$24,275,000.00	*Currency*	CDN
Calculation Period	See Schedule		
Balance Due Date	On Demand		
Interest Rate	See Schedule		
Payments			
Interest Adjustment Date			
Payment Date			
First Payment Date			
Last Payment Date			
Standard Charge Terms	201418		

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Provisions

Insurance Amount full insurable value
Guarantor

Signed By

Cindy Marie Applegath
2600–120 Adelaide St. West
Toronto
M5H 1T1
acting for Chargor (s) Signed 2015 12 11

Tel 416-868-1080
Fax 416-868-0306

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

Submitted By

ROBINS APPLEBY LLP
2600–120 Adelaide St. West
Toronto
M5H 1T1
2015 12 11

Tel 416-868-1080
Fax 416-868-0306

Fees/Taxes/Payment

Statutory Registration Fee $62.85
Total Paid $62.85

File Number

Chargee Client File Number : 1300447

8Y

SCHEDULE TO CHARGE/MORTGAGE OF LAND
LAND REGISTRATION REFORM ACT, 1990

This Schedule forms part of a Charge under the Land Registration Reform Act, R.S.O., 1990, C.L.4 as amended made by:

Jefferson South Developments 307 Inc.
Jefferson South Developments 363 Inc.
Jefferson South Developments 60 Inc.
Jefferson South Developments 305 Inc.
Jefferson South Developments 291 Inc.
Jefferson South Developments 235 Inc.
Jefferson South Developments 223 Inc.
Jefferson South Developments 211 Inc.
Jefferson South Developments 226 Inc.
Jefferson South Developments 246 Inc.
Jefferson South Developments 288 Inc.
Jefferson South Developments 30 Inc.

(hereinafter collectively referred to as the "**Chargor**")

- and –

Atrium Mortgage Investment Corporation

(hereinafter referred to as the "**Chargee**")

1. Commitment to Prevail:

IT IS UNDERSTOOD AND AGREED that notwithstanding the registration of the Charge and the advance of any moneys, the terms and conditions of the commitment letter dated the November 19, 2015, as accepted and subsequently amended from time to time between the parties hereto (the "**Commitment Letter**") shall remain binding and effective on the parties hereto and thereto and shall not merge in this Charge nor in any document executed and/or delivered on closing of this transaction and the terms thereof are incorporated herein by reference. A breach of the Commitment Letter or any other document giving contractual relationship as between the Chargor and the Chargee shall constitute a breach and event of default hereunder, and in the event of a conflict or inconsistency between the terms of this Charge and the Commitment Letter, the Commitment Letter shall prevail. In the event of a conflict between the terms of this Schedule and the Standard Charge Terms, the terms of this Schedule shall prevail.

2. Receivership:

Notwithstanding anything herein contained, it is declared and agreed that at any time and from time to time when there shall be default under the provisions of this Charge, for so long as such default remains uncured, the Chargee may at such time and from time to time and with or without entering into possession of the lands described on page 1 hereof (the "**Charged Property**") or any part thereof and whether before or after such entry into possession, appoint in writing a Receiver or Trustee (the "**Receiver**") (who may, if the Chargee elects, be an officer or employee of the Chargee and which term, when used herein, shall include a Receiver and Trustee) of the Charged Property or any part thereof and of the rents and profits thereof and with or without security, and may from time to time by similar writing remove any such Receiver and appoint another in his place and stead and in making any such appointment or removal, the Chargee shall be deemed to be acting as the agent or attorney for the Chargor. The Chargor hereby agrees and consents to the appointment of such Receiver of the Chargee's choice, without limitation, whether pursuant to this Charge, the Mortgages Act, the Construction Lien Act or the Courts of Justice Act (as the Chargee may, at its sole option, require).

Without limitation, the purpose of such appointment shall be the orderly management, administration and/or sale of the Charged Property or any part thereof and the Chargor hereby consents to a court order for the appointment of the Receiver whenever the Chargee is entitled to appoint a Receiver pursuant to the terms hereof. If the Chargee, in its discretion, chooses to

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obtain such an order, it may be obtained on the terms and for such purposes as the Chargee, at its sole discretion, may require, including, without limitation, the Receiver shall have the power to manage, mortgage, pledge, lease and/or sell the Charged Property and/or complete or partially complete any construction thereon and to receive advances of mortgage and other moneys pursuant to any mortgages, pledges and/or loans entered into by the Receiver or the Chargor.

Upon the appointment of the Receiver from time to time, the Chargor covenants and agrees that the following provisions shall apply:

(a) a statutory declaration of an officer of the Chargee as to default under the provisions of these presents shall be prima facie evidence thereof; provided, however, that the Chargor shall not be prejudiced as a result of such statutory declaration from arguing that an event of default has not, in fact, occurred;

(b) the Receiver shall be the irrevocable agent or attorney of the Chargor (whose appointment, as such, shall be revocable only by the Chargee) for the collection of all rents falling due in respect of the Charged Property or any part thereof, whether in respect of any tenancies created in priority to this Charge or subsequent thereto;

(c) every such Receiver may, in the discretion of the Chargee, be vested with all or any of the powers and discretions of the Chargee;

(d) the Chargee may, from time to time, fix the remuneration of the Trustee who shall be entitled to deduct same out of the Charged Property or the proceeds thereof;

(e) the Receiver shall, so far as concerns responsibility and liability for his acts and omissions, be deemed to be the agent or attorney of the Chargor and in no event the agent of the Chargee;

(f) the appointment of the Receiver by the Chargee shall not incur or create any liability on the part of the Chargee to the Receiver or to the Chargor or to any other person, firm or corporation in any respect and such appointment or anything which may be done by any such Receiver or the removal of any such Receiver or the termination of any such receivership or trusteeship shall not have the effect of constituting the Chargee a mortgagee in possession in respect of the Charged Property or any part thereof;

(g) the Receiver shall have the power to rent any portion of the Charged Property for such term and subject to such provisions as he may deem advisable or expedient, subject to the restrictions on leasing contained in any existing leases or agreements to lease affecting the Charged Property and, in so doing, the Receiver shall be acting as the attorney or agent of the Chargor and shall have the authority to execute any lease of any such premises in the name and on behalf of the Chargor and the Chargor undertakes to ratify and confirm whatever acts such Receiver may do in the Charged Property

(h) the Receiver shall have full power to complete any unfinished construction upon the Charged Property in such manner as it deems advisable;

(i) the Receiver shall have full power to manage, operate, amend, repair or alter the Charged Property and the buildings and improvements thereon or any part thereof in the name of the Chargor;

(j) the Receiver shall have the power to sell all or part of the Charged Property in priority to all charges or encumbrances ranking subsequent in priority to this Charge;

(k) the Receiver shall not be liable to the Chargor to account for moneys or damages, other than moneys actually received by him in respect of the Charged Property, and out of such moneys so received from time to time, every such Receiver shall pay in the following order:

    (i) his remuneration aforesaid;

    (ii) all payments, obligations, costs and expenses made or incurred by him, including, but not limited to, any expenditures in connection with the management, operation, amendment, repair, construction, alteration or extension of the Charged Property or any part thereof;

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(iii) in payment of interest, principal and other moneys which may from time to time be or become charged upon the Charged Property in priority to this Charge and all taxes, insurance premiums and every other proper expenditure made or incurred by him in respect of the Charged Property or any part thereof;

(iv) in payment of the interest accruing due under this Charge;

(v) the residue of any moneys shall be applied on the principal sum and any other moneys from time to time owing under this Charge;

(vi) subject to the above, at the discretion of the Trustee or Receiver, interest, principal and other moneys which may from time to time constitute a charge or encumbrance on the Charged Property subsequent in priority or subordinate to the interest of the Chargee under this Charge,

and that such Receiver shall, in his discretion, retain reasonable reserves to meet accruing amounts and anticipated payments in connection with any of the foregoing and, further, that any surplus remaining in the hands of every such Receiver after payments made and such reasonable reserves retained as aforesaid shall be payable to the Chargor;

(l) the Chargee may at any time and from time to time terminate any such Receivership by notice in writing to the Chargor and to any such Receiver and if the Chargor has ceased for a period of 2 months to be in default under this Charge, the Chargee shall promptly terminate such Receivership as soon as practical upon the request in writing of the Chargor; and

(m) save as to moneys payable to the Chargor as set forth above, the Chargor hereby releases and discharges the Chargee and every such Receiver from every claim of every nature, whether in damages for negligence or trespass or otherwise, which may arise or be caused to the Chargor or any person claiming through or under it by reason or as a result of anything done by the Chargee or any such Receiver under the provisions of this Section, unless such claim be the direct and proximate result of gross negligence.

The Chargor hereby irrevocably appoints the Chargee as his attorney, whenever there is an event of default that is continuing, to execute such consent or consents and all such documents as may be required, in the sole discretion of the Chargee and/or its solicitors, so as to give effect to the foregoing provisions and the signature of such attorney shall be valid and binding on the Chargor and all parties dealing with the Chargor, the Chargee and/or the Receiver with respect to the Charged Property in the same manner as if such documentation was duly executed by the Chargor himself.

3. Due on Sale

If the Chargor at any time shall directly or indirectly sell, convey, transfer, further encumber (other than as agreed to pursuant to the Commitment Letter) or dispose of the Charged Property, or any part thereof, or any interest therein, or agree so to do, without the written consent of the Chargee being first obtained, in its absolute discretion, then the Charge, at the option of the Chargee herein, shall immediately become due and payable in full with accrued interest and unpaid interest due hereon. The decision to accelerate the Loan shall be at the sole option of the Chargee. The consent to one such transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions. For the purposes hereof, the expression "indirectly" shall include a "Change in Control" of the Chargor or Jefferson South Developments Inc. or any of their beneficiaries. "**Control**" means the legal and beneficial ownership of shares of a corporation entitling the holder or holders thereof to 50% or more of the votes and shall include shares, warrants, options or other rights to purchase such securities or obligations convertible into or exchangeable for such securities, or any shareholders and shall include any agreement by which one or more persons may control or veto decisions made the board of directors or shareholders of a corporation. "**Change in Control**" means the issuance of additional shares, the sale, transfer, assignment or other disposition of outstanding shares, the redemption or cancellation of outstanding shares, the amalgamation or merger of a corporation with another corporation or an agreement entered into or amended or terminated which results in a change in the person or persons who Control a corporation.

4. Realty Taxes

In the event of non-payment of realty taxes by the Chargor during the Term of the Loan, the Chargor shall also pay to the Chargee, on the first day of each month, an amount estimated by the Chargee to be one-twelfth of the annual taxes of the Charged Property. Until there is a default under the terms of the Commitment Letter and/or the herein Charge, the Chargee shall from time to time make payments to the taxing authority when taxes are due. Where the Chargee has made tax payments in excess of those collected, such excess amount shall be payable on demand and shall be secured by the Charge and bear interest at the interest rate herein. After default the Chargee may, at its sole option, pay taxes with respect to the Charged Property and such payments will be added to the principal balance of the Charge. The Chargee reserves the right to adjust, from time to time, the estimated monthly tax amount payable, based on taxes actually levied against the Charged Property.

All fees charged to the Chargee by the municipality for the provision of tax bills relating to the Charged Property and any fees charged to the Chargee in obtaining proof of payment of taxes relating to the Charged Property and the Chargee's administration fee for obtaining same shall form part of the indebtedness under the Charge and shall be added to the principal balance under the Charge and interest at the interest rate under the Charge shall be payable thereon until repaid.

Notwithstanding the above, as long as the Chargor remains the registered owner of the Charged Property and there has been no default under the Charge, the Chargor will be allowed to pay realty taxes in respect of the Charged Property directly to the taxing authority, provided the Chargor gives the Chargee, within 30 days from the date on which each tax instalment is due, a receipt or such other verification as the Chargee may require as evidence that all realty taxes have been paid in full by their due date. If at any time there is a default under the Charge or the Chargor fails to make payments and provide evidence thereof in accordance with this paragraph, the provisions of this paragraph shall cease to apply. A preauthorized withdrawal as shown on a bank statement shall be satisfactory evidence.

In consideration of the foregoing, the Chargor agrees that is shall not make any arrangement or agreement with the taxing authority to defer payment of any realty taxes assessed in respect of the Charged Property.

5. Subsequent Encumbrances

The Chargor covenants and agrees that it shall not execute or deliver any mortgage, charge, lien or other encumbrance of the Charged Property and/or any personal property associated therewith, which is intended to rank subordinate to any of the security documents, failing which, at the option of the Chargee, the loan shall immediately become due and payable. Notwithstanding the foregoing, the Chargee consents to the registration of a mortgage in favour of Dapaul Management Limited and/or Castle Lane Design Group Inc. .

6. The Chargor has given this Charge (pursuant to the Commitment Letter) as a continuing collateral security for the payment and satisfaction to the Chargee of all indebtedness, obligations and liabilities or any kind, present or future, direct or indirect, absolute or contingent of the Chargor to the Chargee.

EXHIBIT H

This is ***Exhibit "H"*** *referred*
to in the Affidavit of Zena Hanson
sworn before me this 14TH
day of March, 2016

A Commissioner for Taking Affidavits, etc.

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

Court File No: 13-10362-00-CL

Oct 16-14

Oct 16/14

D. Preger
J. Klein) for M. Parties

F. Souza - for Moving Parties ~~Argo~~ Argo Lumber and Newman Window Manuf. in companion motion

M. Poliak - for Silverstream Companies

A. Weinstock - for Jack Steinberg and the private lenders

I. Aversa - for the Monitor.

These are two motions to lift the stay granted as part of the order of Newbould J. dated December 17, 2013. to permit the Moving parties to commence a breach of trust action against the Applicant companies, their officers and directors and the private mortgagees.

This CCAA proceeding was commenced to monetize the value of the Applicant's assets (10 residential lots) and to deal with claims. The lots have been almost all sold and a claims process has been commenced by the Monitor. The claims process includes resolution of the lien claims. The Moving Parties are lien claimants and are participating (over)

SUPERIOR COURT OF JUSTICE
COUR SUPÉRIEURE DE JUSTICE
FILED / DÉPOSÉ
SEP 23 2014
AT / À
LOCAL REGISTRAR / GREFFIER LOCAL
TORONTO

ONTARIO
SUPERIOR COURT OF JUSTICE - COMMERCI[AL] LIST

Proceeding commenced at Toronto

MOTION RECORD
(RETURNABLE October 16, 2014)

KLEIN & ASSOCIATES PROFESSIONAL CORPORATION
390 Bay Street, Suite 1101
Toronto, ON M5H 2Y2
James Klein LS#: 25014B
Tel: 416.366-9494
Fax: 416-366-9442

Lawyers for the Moving Parties

Medi Group Incorporated; 1865721 Ontario In[c.] Canadian Concrete Forming Limited: Cardell Floori[ng] Ltd.; E.D. Carpenters Limited; Foremont Drywall Ir[...] et al carrying on business as Foremont Dryw[all] Contracting; Giancola Aluminum Contractors Inc GM Exteriors Inc.; Pave Plumbing & Heating Inc Pilbro III Inc.; and Solo Electric Ltd.

in the CCAA approved claims process. In light of the fact that there may be a short fall in their recovery of the lien claims, they wish to bring actions asserting a trust claim under the Lien Act. They submit the court should lift the stay to allow their claims (2 actions) to be issued and served; the defendants to file statements of defence and parties to engage in full production of documents.

The companies, their officers/directors and the private mortgagees submit it would be too expensive and time consuming to have to respond and gather documents for production. They are not opposed, however, to lifting the stay to allow the actions to be commenced and served but otherwise ~~to stay~~ remaining in place for the purpose ~~on the basis~~ of stopping the limitation period from running. They further submit that the trust action is premature and should await a determination of the lien claims in the claim process in the CCAA proceeding. It is possible the lien claims may be fully satisfied in that proceeding eliminating the need for the trust action.

In my view, the balance of convenience favours lifting the stay to permit both trust actions to be issued and served. I am also of the view that the defendants in the actions should file statements of defence. Thereafter the stay should resume until further order of the court. The Moving Parties should be permitted to commence their actions to avoid any limitation issues. Apart from costs to prepare defences, I see no prejudice to the defendants. I do not consider such costs to be prohibitive.

The Moving Parties have elected to proceed in the lien claim process in the CCAA proceedings. That process is underway. In my view, they should be required to conclude that process before embarking on the trust actions. To ensure that documents relevant to the trust claims are preserved, the Applicants, their officers and directors and the private mortgagees are directed to retain and preserve all such documents.

Given the mixed result, there will be no order as to costs. The actions may be brought on the commercial list.

Pattillo J.

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.

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

Oct 16-14

Oct 16 | 14
D. Preger
J. Klein) for Moving Parties in companion motion
F. Sousa - for Moving Parties in this motion
M. Poliak - for Silverstream Companies
A. Wainstock - for Jack Greenberg + the private lenders
I. Aversa - for the Monitor.

See my endorsement of same date in the companion motion to lift the stay to permit a trust claim under the Lien Act. Stay lifted for the expressed limited purpose.

Mr. Sousa has indicated he wishes to amend his claim to add parties and claims similar to the statement of claim prepared by Mr. Klein. He is permitted to make such amendments.

No costs.

[signature] J.

SUPERIOR COURT OF JUSTICE / COUR SUPÉRIEURE DE JUSTICE
FILED / DÉPOSÉ
OCT 1 2014
AT / À
LOCAL REGISTRAR - GREFFIER LOCAL
TORONTO

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

MOTION RECORD

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

Emilio Bisceglia
LSUC Registration No. 34568Q
Lawyer for Argo Lumber Inc. and
Newmar Window Manufacturing Inc.

EXHIBIT I

This is ***Exhibit "I"*** *referred*
to in the Affidavit of Zena Hansen
sworn before me this 14th
day of March, 2016

A Commissioner for Taking Affidavits, etc.

Court File No. 13-10362-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

In the matter of a reference under the *Construction Lien Act*, R.S.O. 1990, c. C.30 as amended
And in the matter of R. 54, Ontario Rules of Civil Procedure

SIXTH PROCEDURAL ORDER
13 January 2016

DUNCAN W. GLAHOLT, Referee

Date: **13 January 2016**
File: 13-10362-00CL
Title: **In the Matter of a Plan of Compromise or Arrangement of Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148993 Ontario Inc., 2147681 Ontario Inc. and 2147650 Ontario Inc.**

Counsel appearing:

James Klein, for Lien Claimants, Pilbro III Inc., Medi Group Incorporated, Cardell Flooring Ltd., Foremont Drywall Inc., 1382479 Ontario Inc., 1382503 Ontario Inc., 2203579 Ontario Inc. cob Foremont Drywall Contracting, Canadian Concrete Forming Limited, Pave Plumbing & Heating Inc., E.D. Carpenters Ltd., Solo Electric Ltd., 1865721 Ontario Inc., GM Exterior Inc., Giancola Aluminum
jklein@kalaw.ca

Marco Drudi, for Private Mortgagees, Puccini Mortgage Corp., Da Paul Management Limited, 388242 Ontario Limited, 53 Puccini Mortgage Corp., Nastell Investments Limited and Castle Lane Design Group Inc.
mdrudi@dakllp.com

Jeffrey Spiegelman and Lee Guarino, for Bank of Montreal
jspiegelman@ACLaw.ca; lee.guarino@aclaw.ca

Stephen Schwartz, for Silver Streams Homes
(stephen@chaitons.com)

Sonia Turajlich, for Argo Lumber Inc. and Newmar Window Manufacturing Inc.
sturajlich@lawtoronto.com;

Jeffrey Long for Con Drain, for Con-Drain Company (1983) Limited
jlong@kmlaw.ca

Amina Hanif, for Labourers Union of North America Local 183 Members' Benefit Trust Fund
ahanif@cavalluzzo.com

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Lori Goldberg, Counsel for Paris Kitchens, a Division of Sanderson-Harold Company Limited
goldberg@gsnh.com

Monica Raeli, for Argyle Flooring
monica@rousseaumazzuca.com

[1] The purpose of this sixth pre-hearing meeting, by conference call, was to follow up with counsel on the directions given in the 20 November 2015 Fifth Procedural Order and to move this matter along expeditiously to hearing and Report.

[2] All counsel attending were canvassed on all issues.

[3] The amended issues list of circulated and updated on 29 July 2015 was once again confirmed by all counsel to contain the full list of issues to be determined on this reference.

[4] It was reported that with few exceptions, our Fifth Procedural Order dealing with refusals and undertakings had been complied with. On consent of all counsel:

a. Any and all outstanding issues with respect to compliance with our Fifth Procedural Order will be dealt with in writing.

b. Any party taking issue with any other party's compliance will brief their issue, and serve and file this brief with me electronically on or before **Friday, 22 January 2016.**

c. Responses, if any, will be due (or compliance will be made on a 'best efforts' basis voluntarily), on or before **Monday, 1 February 2016.**

d. Whatever rulings are required will follow as soon as possible thereafter.

[5] It was reported that further examinations of Mr. Greenberg and an examination of a Bank of Montreal representative are required. On consent of all counsel:

a. As the Bank of Montreal representative is unavailable in the first weeks of February, Mr. Spiegelman will propose to counsel a series of available dates in the weeks immediately following for this examination.

b. Mr. Greenberg will be made available to complete his examination on a date or dates to be arranged by counsel during the **week of 8 February 2016.**

[6] We must conclude this reference as soon as possible. Mr. Schwartz advised that an extension of the stay order to permit the completion of this reference should not present a problem. On consent of all counsel therefore:

a. The hearing of this matter is now scheduled to start and finish over ten consecutive days during the **weeks of 11 and 18 July 2016.**

b. Counsel should treat these two weeks as peremptory.

c. The procedural calendar between now and the hearing is to be agreed by counsel as far as possible before our next conference call attendance.

d. This procedural calendar should include provision for an exchange of expert(s) reports, if any, a provisional list of witnesses and the order in which they are expected to be called at the hearing (subject to amendment as preparation proceeds), and the filing of an agreed bundle of documents containing all documents expected to be referred to at the hearing.

[7] Our next procedural conference call will be held on **Wednesday, 17 February 2016 commencing at 8:30 a.m. Toronto time**, at which time counsel will report back on the various items comprehended by this order.

[8] All of which is ordered and directed this 13th day of January 2016.

Duncan W. Glaholt, Referee
13 January 2016

EXHIBIT J

This is **Exhibit "J"** *referred*
to in the Affidavit of Zena Hanson
sworn before me this 14th
day of March, 2016

A Commissioner for Taking Affidavits, etc.

Court File No. 13-10362-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
In the matter of a reference under the *Construction Lien Act*, R.S.O. 1990, c. C.30 as amended
And in the matter of R. 54, Ontario Rules of Civil Procedure

SEVENTH PROCEDURAL ORDER
17 February 2016

DUNCAN W. GLAHOLT, Referee
Date: **17 February 2016**
File: 13-10362-00CL
Title: **In the Matter of a Plan of Compromise or Arrangement of Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148993 Ontario Inc., 2147681 Ontario Inc. and 2147650 Ontario Inc.**

Counsel appearing:

James Klein, for Lien Claimants, Pilbro III Inc., Medi Group Incorporated, Cardell Flooring Ltd., Foremont Drywall Inc., 1382479 Ontario Inc., 1382503 Ontario Inc., 2203579 Ontario Inc. cob Foremont Drywall Contracting, Canadian Concrete Forming Limited, Pave Plumbing & Heating Inc., E.D. Carpenters Ltd., Solo Electric Ltd., 1865721 Ontario Inc., GM Exterior Inc., Giancola Aluminum
jklein@kalaw.ca

Marco Drudi, for Private Mortgagees, Puccini Mortgage Corp., Da Paul Management Limited, 388242 Ontario Limited, 53 Puccini Mortgage Corp., Nastell Investments Limited and Castle Lane Design Group Inc.
mdrudi@dakllp.com

Sonia Turajlich, for Argo Lumber Inc. and Newmar Window Manufacturing Inc.
sturajlich@lawtoronto.com;

Jeffrey Long for Con Drain, for Con-Drain Company (1983) Limited
jlong@kmlaw.ca

Lori Goldberg, Counsel for Paris Kitchens, a Division of Sanderson-Harold Company Limited
goldberg@gsnh.com

Richard Mazar, for Alma Mechanical
rmazar@mazarlaw.com

Krish Chakraborty, for Argyle Flooring
krish@rousseaumazzuca.com

Jeffrey Spiegelman, for Bank of Montreal
jspiegelman@ACLaw.ca; lee.guarino@aclaw.ca

Stephen Schwartz, for Silver Streams Homes
(stephen@chaitons.com)

[1] This seventh pre-hearing meeting, conducted by conference call, was held to follow up on a number of outstanding matters.

[2] All counsel attending were canvassed on all issues.

[3] The amended issues list circulated and updated on 29 July 2015 was once again confirmed by all counsel in attendance to contain the full list of issues to be determined on this reference.

[4] It was reported that with few exceptions, our Fifth Procedural Order as to undertakings, refusals and 'under advisements' had been complied with, such that no further directions were required from me. Shortcomings in responses, if any, will be dealt with at the hearing.

[5] It was reported that Mr. Greenberg's examination and the examination of a Bank of Montreal representative had not occurred despite everyone's best efforts. On consent of all counsel in attendance therefore:

a. Mr. Bisceglia and Ms. Turajlich will circulate a list of all available dates during the **last two weeks of March and the first two weeks of April 2016** in either of their calendars to conduct and complete examinations of Mr. Greenberg and the Bank of Montreal. Mr. Bisceglia and Ms. Turajlich will make whatever reasonable accommodations they can to provide as many dates as possible.

b. Counsel will then fix the least inconvenient of these dates to accomplish these necessary examinations. If further direction is needed, please contact Ms. DeSousa for an appointment.

[6] Mr. Schwartz advised that an application for an extension of the stay order to permit the completion of this reference is being prepared.

[7] Our fixed hearing dates for the weeks of 11 and 18 July 2016 were confirmed. The provisions of the Sixth Procedural Order as to these hearing dates stand.

[8] As to item 6 (b) (i) of our agenda, exchange of **experts' reports**, the following schedule was agreed by all counsel in attendance:

a. First round experts' reports to be served and filed on or before **Friday 29 April 2016.**

b. Rebuttal experts' reports to be served and filed on or before **Friday 3 June 2016.**

[9] As to item 6 (b) (i) and (ii) of our agenda, exchange of **lists and order of witnesses**, the following schedule was agreed by all counsel in attendance:

a. All lists of witnesses to be served on or before **Friday 6 May 2016.**

b. Mr. Drudi and Mr. Klein to then consider the order of witnesses, and consult with all counsel to arrive at a final order of witnesses.

c. A final list of witnesses in order to be served on all counsel and filed with me on or before **Friday 13 May 2016.**

[10] As to item 6 (b) (iii) of our agenda, **hearing bundle(s)**, the following schedule was agreed by all counsel in attendance:

a. Contents of hearing bundle, or bundles, to be agreed among counsel.

b. Hearing bundles to be served and filed on or before **Friday 30 June 2016.**

[11] An interesting point arose during our conference call as to the nature and extent of evidence-in-chief on this reference.

[12] On one hand, the point of requiring the lien claimants to verify their claims by affidavit, as they did some considerable time ago, was to reduce as far as possible the need for evidence-in-chief; on the other hand, there may be issues beyond the value of an individual lien claim, or non-lien claim, that require additional testimony.

[13] As well, as far as possible counsel should be able to prepare competent cross-examinations in advance of the hearing. To do this they need to know in advance the substance of all expected testimony in-chief.

[14] In this case some lien claimants may not have to testify at all if there is agreement on the timeliness, lienability and quantum of their liens, or sufficient information in their affidavits and discoveries upon which to argue those issues.

[15] Counsel wished to have time to consider this issue carefully. We will reconvene by conference call at **8:30 a.m. Toronto time on Monday 7 March 2016** to resolve this issue. No written briefing is required.

[16] A final pre-hearing procedural conference call will be held commencing at **8:30 a.m. Toronto time on Wednesday, 15 June 2016**, at which time any last minute matters relating to our hearing (of which there should be very few) can be heard and disposed of.

All of which is ordered and directed this 17th day of February 2016.

Duncan W. Glaholt, Referee
17 February 2016

EXHIBIT K

*This is **Exhibit "K"** referred*
to in the Affidavit of Zena Hansan
sworn before me this 14th
day of March, 2016

A Commissioner for Taking Affidavits, etc.

Subject: Silver Streams Homes (Puccini) Inc.

Date: Friday, 4 December, 2015 9:58:43 AM Eastern Standard Time

From: Teresa DeSousa <TeresaDeSousa@glaholt.com>

To: 'Marco Drudi' <mdrudi@dakllp.com>, 'jklein@kalaw.ca' <jklein@kalaw.ca>, 'Jeffrey J. Long' <jlong@kmlaw.ca>, 'Sonja Turajlich' <sturajlich@lawtoronto.com>, 'ebisceglia@lawtoronto.com' <ebisceglia@lawtoronto.com>, 'cclynick@cavalluzzo.com' <cclynick@cavalluzzo.com>, 'thenry@cavalluzzo.com' <thenry@cavalluzzo.com>, 'dmg@goodmansolomon.com' <dmg@goodmansolomon.com>, 'finegold@gsnh.com' <finegold@gsnh.com>, 'rmazar@mazarlaw.com' <rmazar@mazarlaw.com>, 's.zomorodi@zomorodilaw.com' <s.zomorodi@zomorodilaw.com>, 'Michael Mazzuca' <michael@rousseaumazzuca.com>, 'Jeffrey Spiegelman' <JSpiegelman@ACLaw.ca>, 'Lee Guarino' <Lee.Guarino@ACLaw.ca>, 'Lida Aghazadeh' <laghazadeh@kalaw.ca>

CC: 'Stephen Schwartz' <Stephen@chaitons.com>, iaversa@airdberlis.com <iaversa@airdberlis.com>, Steve Graff (sgraff@airdberlis.com) <sgraff@airdberlis.com>, Duncan Glaholt <DuncanGlaholt@glaholt.com>

Good morning Counsel,

Herewith please find attached the Fifth Procedural Order dated 20 November 2015, together with referenced Schedules A through E, as issued by Mr. Glaholt.

Thank you.

Teresa De Sousa
Assistant to Duncan W. Glaholt
Mediation & Arbitration Co-ordinator
Glaholt LLP
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#800, 141 Adelaide St. W.
Toronto, M5H 3L5, Ontario

Court File No. 13-10362-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
In the matter of a reference under the *Construction Lien Act*, R.S.O. 1990, c. C.30 as amended
And in the matter of R. 54, Ontario Rules of Civil Procedure

FIFTH PROCEDURAL ORDER
20 NOVEMBER 2015 MOTIONS

DUNCAN W. GLAHOLT, Referee
Date: **20 November 2015**
File: 13-10362-00CL
Title: **In the Matter of a Plan of Compromise or Arrangement of Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148993 Ontario Inc., 2147681 Ontario Inc. and 2147650 Ontario Inc.**

Counsel appearing:

James Klein, for Lien Claimants, Pilbro III Inc., Medi Group Incorporated, Cardell Flooring Ltd., Foremont Drywall Inc., 1382479 Ontario Inc., 1382503 Ontario Inc., 2203579 Ontario Inc. cob Foremont Drywall Contracting, Canadian Concrete Forming Limited, Pave Plumbing & Heating Inc., E.D. Carpenters Ltd., Solo Electric Ltd., 1865721 Ontario Inc., GM Exterior Inc., Giancola Aluminum
jklein@kalaw.ca

Emilio Bisceglia, for Argo Lumber Inc. and Newmar Window Manufacturing Inc.
ebisceglia@lawtoronto.com;

Lori Goldberg, Counsel for Paris Kitchens, a Division of Sanderson-Harold Company Limited
goldberg@gsnh.com

Marco Drudi, for Private Mortgagees, Puccini Mortgage Corp., Da Paul Management Limited, 388242 Ontario Limited, 53 Puccini Mortgage Corp., Nastell Investments Limited and Castle Lane Design Group Inc.
mdrudi@dakllp.com

Jeffrey Spiegelman, for Bank of Montreal
jspiegelman@ACLaw.ca;

Maya Poliak, for Silver Streams Homes
maya@chaitons.com

[1] This procedural order disposes of the following motions:

a. Motion served on 9 November 2015 by Mr. Klein on behalf of the "Klein Group of Lien Claimants", Pilbro III Inc., Medi Group Incorporated, Cardell Flooring

Ltd., Foremont Drywall Inc., 1382479 Ontario Inc., 1382503 Ontario Inc., 2203579 Ontario Inc. cob Foremont Drywall Contracting, Canadian Concrete Forming Limited, Pave Plumbing & Heating Inc., E.D. Carpenters Ltd., Solo Electric Ltd., 1865721 Ontario Inc., GM Exterior Inc., Giancola Aluminum Contractors Inc. for an Order Amending the Statements of Claim.

b. Motion served on 9 November 2015 by Mr. Klein on behalf of the Klein Group of Lien Claimants for:

   i. An Order requiring compliance with undertakings, refusals and questions taken under advisement by Defendant, Imran Jinnah (Silver Streams Homes), at his examination for discovery on 31 August 2015;

   ii. An Order requiring compliance with undertakings, refusals and questions taken under advisement by Defendant Jack Greenberg (Private Mortgagees) at his examinations for discovery on 4 September and 16 October 2015;

   iii. An Order requiring Imran Jinnah and Jack Greenberg to re-attend for further examination arising from their responses at their own expense; and,

   iv. Costs of this motion on a substantial indemnity basis.

Imran Jinnah's Responses to the above motion record were served electronically on 19 November 2015. Jack Greenberg's Responses to the above motion were served electronically on 19 November 2015.

c. Motion Record served on 9 November 2015 by Mr. Drudi, on behalf of the Private Mortgagees, for:

   i. An Order requiring compliance with undertakings, refusals and questions taken under advisement by Nunzio Bitondo at his examination on behalf of Con-Drain Company (1983) Ltd. on 3 September 2015; I was advised on 20 November 2015 that Con-Drain Company (1983) Ltd. and the Private Mortgagees had reached a settlement on 19 November 2015. Counsel for Con-Drain therefore did not attend the motion. . Mr. Drudi filed written confirmation of the settlement at the commencement of the motion;

   ii. An Order requiring compliance with undertakings, refusals and questions taken under advisement at by Lou D'Ambrosio at his examination on behalf of Newmar Window Manufacturing Inc. on 2 September 2015; I was advised on 20 November 2015 that Newmar Window Manufacturing Inc. had reached a settlement of this motion with the Private Mortgagees on 19 November 2015 to provide answers by certain dates. Mr. Drudi filed written confirmation of the agreement at the commencement of the motion with an updated chart of answers.

iii. An Order requiring compliance with undertakings and questions taken under advisement by Carlos Da Rocha at this examination on behalf of King-Con Corporation on 24 September 2015; no response to this motion was filed; I was advised on 20 November 2015 that King-Con Corporation and the Private Mortgagees had reached a settlement that the outstanding undertakings be answered within two weeks and same to be Ordered by the Referee. Counsel for King-Con Corporation did not attend the motion. Mr. Drudi filed written confirmation of the settlement at the commencement of the motion;

iv. An Order requiring compliance with undertakings given by David Decker at his examination on behalf of Alma Mechanical on 2 September 2015; a response to this motion was filed on 4 November 2015;

v. An Order requiring compliance with undertakings and refusals given by Sam Di Bacco at his examination on behalf of E.D. Carpenters Limited on 1 September 2015; a response to this motion was filed on 19 November 2015;

vi. An Order requiring compliance with undertakings given by the Massimo Di Giovanni at his examination on behalf of the Labourers' International Union of North America, Local 183 on 3 September 2015; a response was filed on 13 November 2015;

vii. An Order requiring compliance with undertakings and refusals given by Pat Di Stefano at his examination on behalf of Pave Plumbing & Heating Inc. on 2 September 2015; a response was filed on 3 November 2015;

viii. An Order requiring compliance with undertakings and refusals given by John Giancola at his examination on behalf of Giancola Aluminum Contractors Inc. on 2 September 2015; a response was filed on 3 November 2015;

ix. An Order requiring compliance with undertakings given by John Giancola at his examination on behalf of GM Exteriors Inc. on 2 September 2015; a response was filed on 3 November 2015;

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x. An Order requiring compliance with undertakings and questions taken under advisement by Andreas Havenga at his examination on behalf of Argo Lumber Inc. on 2 September; I was advised on 20 November that Argo Lumber Inc. reached a settlement with the Private Mortgagees on 19 November 22015 to provide answers by certain dates. Mr. Drudi filed written confirmation of the agreement at the commencement of the motion with an updated chart of answers;

xi. An Order requiring compliance with undertakings given by Carolyn Iyer at her examination on behalf of Sanderson Harold Company Ltd., also known as Paris Kitchens, on 2 September 2015; no response was filed;

xii. An Order requiring compliance with undertakings and refusals given by Pat Lamanna at his examination on behalf of Canadian Concrete Forming Limited on 24 September 2015; a Response was filed on 19 November 2015;

xiii. An Order requiring compliance with undertakings, refusals and questions taken under advisement given by Mary Montagner at her examination on behalf of Foremont Drywall Inc. on 24 September 2015; a response was filed on 5 November 2015;

xiv. An Order requiring compliance with undertakings, refusals and questions taken under advisement given by Dominic Montemurro at his examination on behalf of Medi Group Incorporated on 1 September 2015; a response filed electronically 3 November 2015;

xv. An Order requiring compliance with undertakings given by Ismail Parmaksizoglu at his examination on behalf of 1865721 Ontario Inc. on 24 September 2015; a response was filed on 2 November 2015;

xvi. An Order requiring compliance with undertakings and refusals given by Tony Pileggi at his examination on behalf of (Pilbro III Inc. on 3 September 2015; a response was filed on 3 November 2015;

xvii. An Order requiring compliance with undertakings, refusals and questions taken under advisement given by Sandy Ragno at his examination on behalf of Solo Electric Ltd. on 1 September 2015; a response was filed on 4 November 2015.

xviii. An Order that the Action of the lien claimant, Renova Recycling (2000) Inc., bearing Court File No. CV-14-117811 be dismissed;

xix. An Order that the claim for lien bearing Instrument No. YR2060384 registered by the lien claimant, Renova Recycling (2000) Inc., and the Certificate of Action registered as YR2095047 be discharged; and,

xx. The Costs of the motion herein on a substantial indemnity basis.

[2] A factum was served on behalf of the Klein Group of Lien Claimants on 18 November 2015.

[3] A Supplementary Motion Record and Book of Authorities were filed at the commencement of the motion by the Private Mortgagees with the consent of the parties attending.

[4] All substantive matters on the motions before me that proceeded on consent are disposed of on that basis in the operative part of this procedural order.

[5] In order to decide the balance of the issues, some context is necessary. It is necessary to review briefly the progress of this matter to date, the issues the parties have agreed are to be decided on this reference, and the basis upon which these examinations have been conducted.

I. Procedural context

[6] Scope of reference: My authority as referee derives exclusively from the Order of Justice Newbould dated 8 January 2015. I am assisted in carrying out this mandate by the provisions of Rule 55, and the procedural dictates of s. 67 of the *Construction Lien Act*.

[7] Books of evidence: In order to proceed efficiently in this reference, it was agreed that the lien claimants' evidence in chief would be introduced by affidavit containing *prima facie* proof of the timeliness, lienability and quantum of each lien claimant's claim. Books of Evidence were duly filed by the following parties:

a. Klein Group of Lien Claimants: Pilbro III Inc., Medi Group Incorporated, Cardell Flooring Ltd., Foremont Drywall Inc., 1382479 Ontario Inc., 1382503 Ontario Inc., 2203579 Ontario Inc. cob Foremont Drywall Contracting, Canadian Concrete Forming Limited, Pave Plumbing & Heating Inc., E.D. Carpenters Ltd., Solo Electric Ltd., 1865721 Ontario Inc., GM Exterior Inc., Giancola Aluminum;

b. Argo Lumber Inc.;

c. Con-Drain Company (1983) Limited;

d. Newmar Window Manufacturing Inc.;

e. Private Mortgagees: Puccini Mortgage Corp., Da Paul Management Limited, 388242 Ontario Limited, 53 Puccini Mortgage Corp., Nastell Investments Limited and Castle Lane Design Group Inc..

[8] Pleadings: Statements of Claim were subsequently received from the following parties, clarifying, among other things, their issues with the mortgagees:

a. Klein Group of Lien Claimants: Pilbro III Inc., Medi Group Incorporated, Cardell Flooring Ltd., Foremont Drywall Inc., 1382479 Ontario Inc., 1382503 Ontario Inc., 2203579 Ontario Inc. cob Foremont Drywall Contracting, Canadian Concrete Forming Limited, Pave Plumbing & Heating Inc., E.D. Carpenters Ltd., Solo Electric Ltd., 1865721 Ontario Inc., GM Exterior Inc., Giancola Aluminum;

b. Alma Mechanical;

c. Argo Lumber Inc.;

d. Con-Drain Company (1983) Limited;

e. King-Con Corporation;

f. Labourers' International Union of North America, Local 183;

g. Newmar Window Manufacturing Inc.;

h. Paris Kitchens, a division of Sanderson-Harold Company Limited.

[9] The Bank of Montreal defended these claims, as did the Private Mortgagees. In order to save expense, formal filing of these statements of defence in the court file was dispensed with, subject to further order.

[10] Examinations: In order to deal with pre-hearing examinations as efficiently as possible, our first procedural order in this matter dated 9 February 2015 gave the following directions, again with the consents of the parties:

a. Each deponent of each Affidavit used in a Book of Evidence may be cross-examined, once, according to a schedule later amended due to scheduling and other issues.

b. Any party wishing to cross-examine any deponent of an affidavit used in any Book of Evidence shall give notice in writing to all parties of their intention to cross-examine, identifying the witness to be cross-examined by name.

c. All cross-examinations to be conducted on agreed dates between the parties and the Referee, at Neesons & Associates, 141 Adelaide Street West, 11th Floor, Toronto, Ontario, with "real time" reporting each day. Counsel were to agree in advance as to the order and duration of such cross-examinations and any disputes as to allocation to be resolved in advance of the cross-examinations by summary written application to the Referee.

d. Any and all undertakings given by any witness during cross-examination to be complied with within 30 days from that witness' cross-examination.

e. I was available for summary, in-person rulings on refused questions, or questions "taken under advisement";

f. Counsel and representative of the owner would be required to attend for cross-examination bringing the owner's documentary file in this matter.

[11] I was contacted by Mr. Bisceglia in writing on 28 August 2015 who confirmed that examinations for discovery were scheduled for the week of 31 August 2015 as ordered in Procedural Order No. 3. Mr. Bisceglia advised that Messrs. Jinnah and Greenberg were examined in the context of a motion in the CCAA proceedings in June 2015 which resulted in a multitude of refusals. He provided me with copies of the transcripts along with charts of the refusals and questions taken under advisement. Mr. Bisceglia believed that all of refusals and questions taken under advisement would be in issue at the examinations scheduled for the week of 31 August 2015 and that the parties would be seeking my rulings at that time.

[12] Mr. Drudi replied by email that afternoon advising that the examination of Mr. Greenberg on a motion heard in May 2015 was unrelated to the Reference and as such, I was not to review or consider the attachments in dealing with the Redfern issues and that any refusal issues arising during Mr. Greenberg' examination the following week would be dealt with thereafter.

[13] Mr. Bisceglia replied by email later on the afternoon confirming that he and Mr. Drudi had spoken and that some of the prior refusals and under advisements could be resolved when and if the questions were posed during the examinations during the week of 31 August 2015. On that basis, Mr. Bisceglia withdrew his request for my attendance.

[14] Mr. Bisceglia wrote again on Sunday, 30 August 2015, requesting a short case conference on Monday, 31 August 2015 regarding the scheduling of Mr. Greenberg's examinations.

[15] I attended at the offices of Neesons on Monday, 31 August 2015 as requested and was advised that the parties had resolved their scheduling issue.

[16] Settlements to date: Claims by or against the following parties have been settled and or dismissed:

a. Home Trust Company (Procedural Order 29 June 2015, para. I [3]);

b. Trudel & Sons Roofing (Procedural Order 29 June 2015, para. IX);

c. Foremost Mortgage Holding Corporation (Procedural Order 9 September 2015, para III [5]).

[17] List of issues remaining to be determined: A list of issues remaining to be determined on this reference was circulated by Mr. Drudi on 30 June 2015, and updated on 29 July 2015. As confirmed by Procedural Order No. 3, this List of Issues updated on 29 July 2015 remains the list of issues to be determined on this reference. This list is as follows:

a. Whether the liens registered as general liens are valid, general liens or not?

b. Do the contracts of the Lien Claimants include a valid lot-by-lot paragraph or not?

c. Who are the builders/developers/owners that are liable to pay the provable liens and Statutory Holdback amounts?

d. What is the proven quantum of the lien claims and whether same need to be broken down based upon:

   i. the individual lots;

   ii. the separate owners/builders/developers; and

   iii. the separate contracts entered into by the Lien Claimants with the various owners/builders/developers of the various parcels of land?

e. The timeliness of the liens considering the various contracts, the various lots and/or portions of land upon which the liens are registered, subject to issues 1, 2, 3 and 4 above.

f. The quantum of the unsecured claims.

g. How much is due and owing by the mortgagors to the private mortgagees on the individual mortgages?

h. Of the proceeds and payments received by the private mortgagees, how were those funds applied to repay the various private mortgagees?

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i. Are any of the mortgages building mortgages, and, if so, what priority do some or all the lien claimants or the unsecured lien claimants have as against one or all of the mortgagees?

j. If the liability of one or all of the mortgages is restricted to deficiency in the holdback, then what is or are the amounts of holdback in issue?

k. If one or more of the mortgagees failed to withhold portions of the mortgage advances to deal with their holdback exposure, what impact does such failure have on the priority issues involving subsequent mortgagees?

[18] Documentary disclosure: Redfern submissions were made on 17 August 2015 by the Klein Group of Lien Claimants, Newmar Window Manufacturing Inc., Argo Lumber Inc., and the Private Mortgagees. Rulings were made on 29 August 2015.

[19] Collateral proceedings: There is apparently an outstanding trust action in the Superior Court involving many of the same parties and precisely the same factual matrix. I have not been provided with the pleadings in this collateral proceeding but it is common ground that it exists.

[20] On 25 November 2015 I was advised by counsel for the Private Mortgagees that Renova Recycling had not been served with the motion to dismiss their lien claim and dismiss their lien action.

II. Legal principles

[21] One of the issues that came up repeatedly in argument of refusals and 'under advisements' during the Lien Claimant's and mortgagees' examinations was that of relevance and proportionality. The following legal principles apply to this issue:

a. A person examined for discovery must answer, to the best of his or her knowledge, information and belief, any proper question relevant to any matter in issue.[1] While the examinations that have been conducted are, technically, not examinations for discovery but cross-examinations on affidavits, the principle remains the same.

b. As a result of the 2010 amendment to the *Rules of Civil Procedure*, on a motion for answers to undertakings, the test of semblance of relevance has been replaced with a stricter test of relevance. The new test requires that a party establish that a

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1 *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, r. 31.06.

document and/or question **is** relevant, not that it **may** be relevant for some line of inquiry. The authorities are clear that the pleadings define what is relevant and, as such, if the proposed question is not supported by allegations in the pleadings and appears to be only a fishing expedition, the questions need not be answered. The proper question to ask, therefore, is whether the pleadings in the particular case define the issues in such a way that the particular question is relevant. In this case that would extend to include the agreed list of issues for determination.

c. Aside from the recent amendments, two more factors support a strict approach to the issue of relevance. *First*, this is a construction lien action. Discovery in a lien action is not as of right. While as-of-right discoveries are the norm in ordinary actions, they require leave in a construction lien action. The Act provides a procedural code for construction lien claims, intended to expedite the resolution of lien actions.[2] *Second*, on a reference such as this, I must devise and adopt the simplest, least expensive and most expeditious manner of conducting the reference, and I may, to that end, dispense with any procedure ordinarily taken that I consider to be unnecessary, or adopt a procedure different from that ordinarily taken.[3]

[22] Another issue that came up repeatedly in the examinations was the concept of solicitor/client privilege as between solicitor Greenburg and his client-investors, and as between solicitor Warner and his client-lien claimants in reviewing the escrow agreement that is in issue here.

[23] Privilege is essentially a claim that an exemption should be made to another basic rule of evidence, which dictates that all relevant evidence is admissible.[4] The concept of privileged communications between a solicitor and client has long been recognized as fundamental to the due administration of justice, however to establish solicitor-client privilege, the party claiming the privilege must establish that the communication sought to be excluded was:

i. between a lawyer and the client,

ii. for the purpose of seeking or obtaining legal advice, and

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2 *Construction Lien Act*, R.S.O. 1990, c. C.30, s. 67.

3 *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, r. 55.01(1).

4 *General Accident Assurance Co. v. Chrusz* (1999), 45 O.R. (3d) 321 (C.A.).

iii. was intended to be confidential.[5]

[24] The privilege does not extend to communications in which legal advice is neither sought nor offered, such as in cases in which the lawyer is not contacted in his or her professional capacity.[6]

[25] Nor does the privilege extend to facts which may be referred to in those communications if those facts are otherwise discoverable and relevant.[7]

[26] On these motions, the lien claimants argued to the effect that the private mortgagees are not what they appear to be on the face of the commercial record, and that they are really "owners" disentitled to the priority of legitimate mortgagees. To prove this assertion, the lien claimants are looking for circumstantial earmarks of these mortgages being other than in the ordinary course of business. It is necessary therefore to create a reasonable and efficient 'stopping rule' whereby each question answered or refused does not lead to a new line of inquiry.

[27] The private mortgagees argued that their mortgages are exactly what they appear to be, ordinary syndicated loans to a mortgagor in financial difficulty. The private mortgagees rely upon Mr. Greenberg's status as a solicitor to resist several lines of questioning on the basis that the answers are privileged as between Mr. Greenberg and his client-investors. It is necessary to balance genuine concerns over confidentiality with the need to devise a procedure that gets to the true merits of this case. It is my obligation to the court and to the parties to devise and adopt the simplest, least expensive and most expeditious manner of conducting the reference. In pursuit of that goal I may dispense with any procedure ordinarily taken should I consider it unnecessary, or adopt a procedure different from that ordinarily taken.

[28] As the parties will see in reviewing the disposition of the motions before me, I am of the view that the principles outlined above are best respected by imposing limits on the enquiries being made.

III. Disposition of motions heard 20 November 2015

[29] Having heard full submissions from all moving parties, and respondents where appropriate, and guided by the context of the matter and the legal principles set out

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5 *Solosky v. R.*, [1980] 1 S.C.R. 821.

6 *R. v. Campbell*, [1999] 1 S.C.R. 565.

7 *General Accident Assurance Co. v. Chrusz* (1999), 45 O.R. (3d) 321 (C.A.).

above, and the parties' consent where possible, the motions heard 20 November 2015 are disposed of as follows:

a. Mr. Klein for the Klein Group of Lien Claimants is to review the private mortgagee's answers to undertakings and advise Mr. Drudi by Friday 27 November 2015 whether or not the undertakings have been satisfied, in the view of the Klein Lien Claimants, and I so order and direct.

b. The motion with respect to Con-Drain's examination is resolved on consent on the following terms, all of which I hereby order and direct:

   i. Other than PC11, or as produced within 45 days from 20 November 2015, Con-Drain has no other evidence as to the first two items refused.

   ii. With respect to the third item refused, Con-Drain will produce any and all evidence that it has to support the allegation that the Private Mortgagees were statutory owners.

   iii. There will be no costs of the motion to enforce Con-Drain undertakings or to require that it answer refusals or 'under advisements'.

c. The motion with respect to Newmar Window Manufacturing Inc. is resolved on consent on the terms set out in Schedule 'A' hereto, all of which I hereby order and direct.

d. The motion with respect to Argo Lumber Inc. is resolved on consent on the terms set out in Schedule 'B' hereto, all of which I hereby order and direct.

e. The motion with respect to The King-Con Corporation is resolved on consent on the basis that all remaining undertakings are answered within two weeks of 20 November 2015, in which case there will be no costs of the motion to enforce undertakings, refusals or 'under advisements', all of which I hereby order and direct.

f. On the consent of the parties attending, all other undertakings of all parties are to be fully answered no later than Friday 11 December 2015.

g. On the consent of the parties attending, the Lien Claimants' motion to amend their Statements of Claim is allowed, and I order and direct as follows:

   i. All Statements of Claim are to be amended in accordance with drafts filed with motion, the operative portions of which are annexed as Schedule 'C' to this procedural order.

ii. No further documentary production or oral discovery to be required as a consequence of the amendments.

iii. Lien Claimants will not object to the added party raising any and all defences of the other Silver Stream defendants including statutory limitations defences.

iv. The Private Mortgagees shall have the right to demand further particularity, if necessary, of the pleadings against the added party.

h. The Lien Claimants' motion with respect to mortgagees' undertakings, refusals and questions under advisement is resolved on the basis of my rulings in the appropriate column of Schedule 'D' to this procedural order, and I so order and direct.

i. The Private mortgagees' motion with respect to Lien Claimants' undertakings, refusals and questions under advisement is resolved on the basis of my rulings in the appropriate column of Schedule 'E' to this procedural order, and I so order and direct.

j. No order with respect to Renova Recycling at this time.

[30] Except in cases where "no costs" has been ordered on consent, all issues of costs are reserved to the hearing.

[31] The parties are at liberty to apply for further directions as may be required from time to time. All appointments are to be arranged through Teresa De Sousa, Mediation and Arbitration Coordinator, (416) 368-8280 ext. 212, tds@glaholt.com.

[32] This order forms part of my procedure book in this reference, and is effective as of the date written below, without further formality.

Duncan W. Glaholt, Referee
20 November 2015

UNDERTAKINGS OF IMRAN JINNAH
Examinations Held on August 31, 2015

No.	Que. No.	Page No.	UNDERTAKING	ANSWERS
1	63	18	To advise whether any money was invested into the Puccini Project by Symphony Series Co-Tenancy I and if the answer is yes, to produce evidence of same	Attached as **Exhibit "1"** please find a schedule of investors in the Puccini Project Joint Venture. All of the funds invested were invested in the soft costs of the Puccini Project. As demonstrated in the schedule, with the exception of the investment from Mr. Jamal, the balance of investments was made between 2007 and 2008, prior to the commencement of any construction. Mr. Jinnah has confirmed that Mr. Jamal's investment was also used to fund soft costs for the Puccini Project.
2	119/125	31/35	To produce a sample closing package delivered by the vendor's solicitor to a purchaser of a Phase I home. Documents discussed include, reporting letter and enclosures, statement of adjustments and a trust ledger	Sample closing package is attached hereto as **Exhibit "2"**.
3	125	36	To produce the trust ledger and statement of adjustments for all closings in the Puccini Project, flow of funds and the complete package.	Trust ledgers and statements of adjustment for Phase I are attached hereto as **Exhibit "3"**. There were 19 closings for Phase I in 2010 and one in 2011 which was counted as a Phase II closing Trust ledgers and statements of adjustment for Phase II are

				attached hereto as **Exhibit "4"**. Trust ledgers and statements of adjustment for Phase III closings completed before the commencement of the CCAA are attached hereto as **Exhibit "5"**. Trust ledgers and statements of adjustments prepared in connection with the closings completed in the CCAA proceeding are attached hereto as **Exhibit "6"**. Mr. Jinnah did not undertake to produce "flow of funds and the complete package" in connection with the Puccini Project. These documents are not referenced in the transcript at question 125.
4	156	45	For each agreement of purchase and sale entered into by Puccini, to advise where the deposits were deposited?	Mr. Jinnah's recollection is that only 3-4 deposits for Phase I were received by Symphony Series Development Inc. ("**Symphony**"), a predecessor to Puccini, which was incorporated during the time period when Phase 1 homes were being marketed. After Puccini was incorporated all deposits received in the Puccini Project were deposited with Puccini.
5	171-174	51-52	To produce copies of the developer's agreement and a builder's agreement referred to in the Puccini joint venture agreement	Copies of the Builder Agreement and the Developer Agreement are collectively attached as **Exhibit "7"**.
6	186-189	56	To advise how the money raised from the joint venture investors in the approximate amount of $2.5 million flowed into the Puccini Project (i.e. where it was	As evidenced by the schedule attached hereto as **Exhibit 1,** the total raised in the Joint Venture was approximately $3.1 million. All of the money was raised and used to pay soft costs and related admin expenses. It is too difficult and cumbersome at

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			originally deposited, where it went and how it got into the project) and to produce evidence demonstrating this flow of investment	this stage to trace how these funds were deposited and used, particularly given that the majority of funds were invested between 2007 and 2008. To the extent any of these funds would have been used to pay trades, they would have been used to pay trades in Phase I, all of whom have been paid in full and are not at issue in this litigation.
6.A	267-268	77	To produce the complete Joint Venture Agreement dated September 2, 2008 (the document produced to date was missing signature pages) **NTD: this was an undertaking provided by Mr. Jinnah that is not included in Mr. Klein's undertaking chart**	A copy of the signed Venture Agreement is attached hereto as **Exhibit "8"**
8	482-489	144-147	To speak to Suhail and: 1. to advise why Silver Streams chose to change its contracts with its trades as the Puccini Project progressed; 2. to advise of any reason why Suhail changed anything in the original trade contracts; 3. with respect to the contracts located at Tab I and Tab O of the	Mr. Jinnah has reached out to Suhail via telephone and email and has provided him with a list of questions contained herein. To date, Suhail has not provided Mr. Jinnah with answers to these questions and has not made himself available for a conference call or a meeting with Mr. Jinnah.

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			Medi Group Book of Evidence, to advise why the words "any lien shall only be registered on the dwelling to which the unpaid amount relates" were changed in the Medi Group contracts from the contract located at Tab I to the contract located at Tab O; 4. to advise if the change described at paragraph (3) above was discussed with the trades when the Phase II contracts were given to them; 5. to advise who came up with the amended wording.	
9	491	147	To advise of the last known address and phone number for Suhail	Suhail's email address is: siddiqui@yahoo.com Suhail's phone number is 416-887-3586
10	493	148-149	To ask Suhail why there would be different contracts between Puccini and the same trades over the course of Puccini's relationship with the trades (i.e. why were there two or three contracts for the Medi Group)	See answer to Question 8 above
11	515	155	To ask Suhail if in his negotiations with the trades he ever described Mr.	See answer to Question 8 above

			Greenberg as a partner of Silver Streams on the Puccini Project	
12	587	169	To produce a list or document similar to the document which appears at Tab K of the Medi Group's materials showing all the sales for all of the phases in the Puccini Project, the revenues from each sale and the costs of each sale	Revenue statements were not prepared for Phase 1 and 2 the way they were for Phase 3, attached hereto as **Exhibit "9"** is a listing of all purchasers for the lots sold in Phase 1 and 2 and the sale price of these lots.
13	597-599	171-172	With respect to the document located at Tab K of the Medi Group's materials, referencing house number 13: to advise what the line item in the "Cash Flow for house number 13" titled "prorated share of new funding, minus $45,000" stands for	Mr. Jinnah does not have any recollection regarding this line item.

REFUSALS OF IMRAN JINNAH
Examinations Held on August 31, 2015

No.	Que. No.	Page No.	REFUSAL	REASON FOR REFUSAL	Disposition
1	92	24	Produce evidence of approximately $4.5 million that Imran Jinnah personally paid into/invested into Puccini Project Management Inc.	Mr. Jinnah's personal investment in Puccini Project Management Inc. is not relevant to the issues litigated before the Referee pursuant to the Order of Mr. Justice Newbould dated January 8, 2015.	**This line of questioning is more relevant to the Superior Court trust action.** **No order.**
2	142	41	Produce all bank statements for the numbered companies	The numbered companies' bank statements are not relevant to the issues litigated before the Referee pursuant to the Order of Mr. Justice Newbould dated January 8, 2015, namely the determination of the validity/quantum of the liens filed and priorities between the Private Mortgagees, Mortgagees and lien claimants.	**This line of questioning is more relevant to the Superior Court trust action.** **No order.**
3	196	58	Produce financial statements for the Symphony Series Co-Tenancy II	The Symphony Series Co-Tenancy is not a party to the lien litigation. Moreover, the information set out in the financial statements has no relevance to the issues being determined by the Referee.	**This line of questioning is more relevant to the Superior Court trust action.** **No order.**

4	204-206	60	Did Jinnah Investment Corporation earn anything or receive any monies from the Puccini Project	This question is not relevant to the issues being determined by the Referee.	**This question is too broad to be obviously relevant. Asked in another form it might be relevant.** **No order.**
5	250	71	Produce books and records of the co-tenancy	The Symphony Series Co-Tenancy is not a party to the lien litigation and its books and records are not relevant to the lien litigation or the issues to be determined by the Referee	**This line of questioning is more relevant to the Superior Court trust action.** **Moreover, as noted in argument, Symphony Series Co-Tenancy is not a party to this reference.** **No order.**
6	281	80-81	Advise who the developer company was for the co-tenancy referred to in the Joint Venture Agreement	The developer referred to in the Joint Venture Agreement is not relevant to the issues to be determined by the Referee	**This question is too broad to be obviously relevant. Asked in another form it might be relevant.** **No order.**
7	549	163	Produce projections and cost sheets (budgets) prepared by Imran Jinnah and Suhail for each lot in the Puccini Project	These are internal documents prepared in order to assist in negotiations of the price, they do not demonstrate the actual value of the improvement made and therefore are not relevant to the issues to be determined by the Referee.	**This question is too broad to be obviously relevant.** **No order.**

UNDERTAKINGS CHART

Answers to Undertakings Given on the Cross-Examination of Jack Greenberg, conducted on **September 4, 2015**, on his Affidavit dated March 27, 2015

Issue & relationship to pleadings or affidavit	**Question No.**	**Page No.**	**Specific Undertaking**	**Date answered or precise reason for not doing so**	**Disposition by Court**
1	59	18	To look through the records for Mr. Naqi's last known address and, if found, to provide it.	Suite 509, 3601 Highway #7, Markham, Ontario, L3R 0M3	
2	219	58	To provide the notices of default.	Please see attached.	
3	229	60	To look for and produce the notices or notice of sale with respect to the mortgages. If it is possible to identify where they are located in Jinnah's Affidavit by exhibit number or tab number, to do so.	Please see attached.	
4	401	107	To look in Mr. Greenberg's daytimer for the period on or before October 31, 2012 and if he can find any entries in that daytimer that would reflect meetings or telephone conversations dealing with the commitment forum at page 210, he will try to produce that portion of the daytimer.	There are no entries in Mr. Greenberg's daytimer between Sept 1 – Oct 31, 2012 that reflect meetings or telephone conversations dealing with the commitment at page 210.	

5	876	223	To make best efforts to identify the date that Mr. Greenberg opened a file with respect to Silver Streams regarding this project.	Sept. 15, 2008 with respect to the BMO financing for Phase 1.	
6	1033	259	To look for a document that would indicate that this amount of money [$511,671.83] went to the Bank of Montreal, and why, and if found, to produce it.	The question has already been resolved at the examination. The cheque went to Symphony Series and it wrote the cheques to the Town of Richmond Hill.	
7	1063	266	To look for the cancelled cheques from either Silver Streams or Symphony Series to the Town of Richmond Hill, and if found, to produce them.	This document has already been produced.	
8	1152	287	To use best efforts to see if PC Law can generate some sort of report, whether it be a client ledger listing, and redact anything that is not relevant to see if in fact there was a disbursement incurred with the Teranet regarding the registration of a transfer or assignment of charges.	The parcel register was produced at the examinations which showed the registration of the Assignment of Charge.	

* Unmarked Undertaking

UNDER ADVISEMENTS CHART

Answers to Questions Taken Under Advisement Given on the Cross-Examination of Jack Greenberg, conducted on **September 4, 2015**, on his Affidavit dated March 27, 2015

Issue & relationship to pleadings or affidavit	Question No.	Page No.	Specific Question Taken Under Advisement	Date answered or precise reason for not doing so	Disposition by Court
1	41	13	To answer if the first time that Mr. Greenberg lent to M. Jinnah was in connection with the Puccini project.	Irrelevant. Refusal Maintained.	**This line of questioning pursued the theme that these syndicated mortgages were not documented as they should have been in the ordinary course of business.** **Mr. Drudi stated during argument that none of these lenders had any involvement in the project(s), and I would presume that this is the testimony that Mr. Greenberg will give at the hearing.** **On balance, there**

					is insufficient demonstrated evidentiary value to this line of questioning to justify an order. **No order.**
2	92	26	To answer as to what documents were generated, the list of documents that were generated for each of these loans that were taken by each of these corporations.	The documents have been produced.	**This line of questioning pursued the theme that these syndicated mortgages were not documented as they should have been in the ordinary course of business.** **Mr. Drudi stated during argument that none of these lenders had any involvement in the project(s), and I would presume that this is the testimony that Mr. Greenberg will give at the hearing.** **On balance, there is insufficient demonstrated**

					evidentiary value to this line of questioning to justify an order. **No order.**
3	294	79	To answer if Mr. Greenberg provided any Form 9s in connection to these mortgages, to deal with the classification of the loan, and to provide a redacted version of the Form 9s to satisfy the question as to whether it is construction financing or not.	Irrelevant. Refusal Maintained.	**This line of questioning pursued the theme that these syndicated mortgages were not documented as they should have been in the ordinary course of business.** **Mr. Drudi stated during argument that none of these lenders had any involvement in the project(s), and I would presume that this is the testimony that Mr. Greenberg will give at the hearing.** **On balance, there is insufficient demonstrated evidentiary value to this line of**

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					questioning to justify an order. **No order.**
4	800	205	To ask the co-lenders whether or not they are prepared to waive privilege and produce the necessary documentation, and advise.	Irrelevant and privileged. Refusal Maintained.	**No order.**
5	848	216	To produce the ledger, the document of record is in fact the PC Law ledgers, because none of them were advanced by the corporation, as it appears.	Ledgers or summaries have already been produced showing dates and amounts of advances and payments.	**Overly broad and irrelevant as asked.** **No order.**
6	882	224	To review Mr. Greenberg's email system, and produce all of the communications between Mr. Greenberg and Mr. Jinnah, and provide that in a searchable native form, if not, to produce it in hardcopy.	Non-proportional, privileged and irrelevant. Refusal Maintained.	**Mr. Drudi advised that everything producible has been produced, but agreed to go back and look at emails specifically on matters bearing on the pleaded "statutory owner" question and produce any that are relevant.** **Order accordingly.**
7	883	225	If Mr. Greenberg takes the position that it is too difficult to do the above, to consent	No. Please see	**Well beyond the scope of this**

			to having an independent third-party expert review the email system to assess the level of difficulty that he says exists.	question 882 above.	**examination in this particular lien reference.** **No order.**
8	1004	253	To review Mr. Greenberg's records and find the original document [mortgage commitment].	Irrelevant. Refusal Maintained.	**Mr. Drudi advises that all mortgage commitments have been produced.** **No order.**
9	1050	263	Mr. Drudi says that the private mortgagees are familiar with the fact that there is an obligation to preserve evidence. With respect to an undertaking to inspect the metadata, he will take that under advisement.	The question is unclear.	**Well beyond the scope of this examination in this particular lien reference.** **No order.**

* Unmarked Under Advisement

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REFUSALS CHART

Answers to Questions Taken Under Advisement Given on the Cross-Examination of Jack Greenberg, conducted on **September 4, 2015**, on his Affidavit dated March 27, 2015

Issue & relationship to pleadings or affidavit	**Question No.**	**Page No.**	**Specific Question**	**Answer or precise basis for refusal**	**Disposition**
1	18	9	To give an idea of the number of loan transactions Mr. Greenberg does in a year.	Irrelevant. Refusal Maintained.	**The lien claimants seek circumstantial evidence to support an argument that one or more of the loans was not in the ordinary course of business. The value of such evidence is slight, if any.** **The broadening of the enquiry to encompass all loan transactions in a year is unwarranted.** **No order.**

2	34	11	To answer if Mr. Greenberg loaned through any of his companies or syndicates to any of these projects [Ashcott Mews, Saint Alban Mews, D&I Developments].	Irrelevant. Refusal Maintained.	**The private mortgagees like the institutional mortgages may loan money to various projects on various securities. These questions do not meet the applicable test of relevance.** **No order.**
3	35	12	To answer which of the three projects was the earliest.	Irrelevant. Refusal Maintained.	**For the reasons set out in 2, above, no order.**
4	40	12	To answer if Mr. Greenberg lent to Mr. Jinnah or any of his companies at that time [2002, 2003].	Irrelevant. Refusal Maintained.	**It was argued that whatever was done in 2002 or 2003 could have little, if any, relevance to what happened in 2008.** **No order.**

5	89	25	To answer if there was some form of trustee agreement between these companies and the individual lenders who were part of the syndicate.	Irrelevant. Refusal Maintained.	**This line of questioning pursued the theme that these syndicated mortgages were not documented as they should have been in the ordinary course of business.** **Mr. Drudi stated during argument that none of these lenders had any involvement in the project(s), and I would presume that this is the testimony that Mr. Greenberg will give at the hearing.** **On balance, there is insufficient demonstrated evidentiary value to this line of questioning to justify an order.** **No order.**
6	96	28	To provide the details of the amount of participation in each of these mortgages and how the participation came about, whether it was Mr. Greenberg personally, whether it was through his wife, or whether it was through one of his companies.	Irrelevant. Refusal Maintained.	**For the reasons set out in refusal 5, above, no order.**

7	104	29	To advise who the co-lenders, investors, are so that Mr. Klein can determine who is participating in which mortgages.	Irrelevant. Refusal Maintained.	**For the reasons set out in refusal 5, above, no order.**
8	158	43	To provide a list of the items that were sent to Mr. Klein.	The question is unclear.	**I was advised that this refusal had been answered.** **No order.**
9	168	47	To answer, "I guess from a lender, that's a good thing?" [unclear]	Irrelevant. Refusal Maintained.	**Withdrawn.**
10	174	48	To answer why seven percent as opposed to 12 percent and how did Mr. Greenberg come up with that.	Irrelevant. Refusal Maintained.	**Mr. Greenberg is not a personal defendant in these lien actions. It was represented by counsel at the hearing that he is a personal defendant in the Superior Court trust action.** **On balance, there is insufficient demonstrated relevance to this series of lien actions to justify an order in this case.** **No order.**
11	175	48	To answer how Mr. Greenberg came up with the interest rate and was there some process to it.	Irrelevant. Refusal Maintained.	**For the reasons set out in refusal 10 above, no order.**
12	176	48	To answer if it was a negotiation.	Irrelevant. Refusal Maintained.	**For the reasons set out in refusal 10 above, no order.**

13	230	61	To answer if Mr. Greenberg was also counsel for Mr. Jinnah personally during the period of 2007 going forward to the end of Phase III or plan three.	Yes, from about Sept of 2008 but not exclusively.	**I was advised that this refusal had been answered.** **No order.**
14	237	63	To answer what Mr. Greenberg understands independent legal advice to be.	Irrelevant. Refusal Maintained.	**Withdrawn.**
15	243	66	To answer who long Michael Wade has been across the hall from Mr. Greenberg.	Irrelevant. Refusal Maintained.	**Insufficient demonstrated relevance to justify an order.** **No order.**
16	244	66	To answer if during the course of these 15 years, Mr. Greenberg had sent work or done work together with Mr. Wade or received any work from Mr. Wade, legal work.	Irrelevant. Refusal Maintained.	**Insufficient demonstrated relevance to justify an order.** **No order.**
17	255	66	In terms of the scope of Mr. Greenberg's retainer with the various co-lenders, to answer what he was supposed to be doing for them.	Irrelevant. Refusal Maintained.	**Insufficient demonstrated relevance to justify an order.** **No order.**

18	261	69	To answer if it is correct that Greenberg did not get any acknowledgement signed by any of these parties, the co-lenders, the lender corporations, Silver Streams companies, the numbered companies, the Puccini, regarding conflict.	Irrelevant. Refusal Maintained.	**This line of questioning pursued the theme that these syndicated mortgages were not documented as they should have been in the ordinary course of business.** **Mr. Drudi stated during argument that none of these lenders had any involvement in the project(s), and I would presume that this is the testimony that Mr. Greenberg will give at the hearing.** **On balance, there is insufficient demonstrated evidentiary value to this line of questioning to justify an order.** **No order.**
19	262	69	To answer if Mr. Greenberg directed his mind to any conflicts that could occur or did occur on this project.	Irrelevant. Refusal Maintained.	**Improper question in this form.** **No order.**
20	275	73	To answer if it is Mr. Greenberg's position in this litigation that he could collection on the DePaul $5.5 million loan against all the land secured, Phase II and Phase III lands.	Yes.	**Answered.** **No order.**

21	291	77	To answer if Mr. Greenberg has any business relationship directly or indirectly with Mr. Jinnah.	Irrelevant. Refusal Maintained.	**For the reasons set out at refusal 18 above, no order.**
22	292	78	To answer if there is any ongoing business relationship [between Mr. Greenberg and Mr. Jinnah].	Irrelevant. Refusal Maintained.	**For the reasons set out at refusal 18 above, no order.**
23	294	79	To answer if Mr. Greenberg provided any Form 9s in connection to these mortgages.	Irrelevant. Refusal Maintained.	**For the reasons set out at refusal 18 above, no order.**
24	294	79	To answer what Mr. Greenberg did with these mortgages.	Irrelevant. Refusal Maintained.	**For the reasons set out at refusal 18 above, no order.**
25, 26	295	80	To answer if there were any T5s provided to the investors.	Irrelevant. Refusal Maintained.	**For the reasons set out at refusal 18 above, no order.**
27	295	81	To answer if there were any T5s provided to the investors and, if so, to provide redacted copies, so as to show the forms of income allegedly given to the co-lenders.	Irrelevant. Refusal Maintained.	**For the reasons set out at refusal 18 above, no order.**
28, 29	296	81	To answer if the lender trustee corporations filed tax returns, and provide same.	Irrelevant. Refusal Maintained.	**For the reasons set out at refusal 18 above, no order.**
30	362	100	To answer compound question about liens.	The question is unclear.	**I was advised by counsel that this question has now been answered satisfactorily.** **No order.**

31	366	101	To answer if it would have made a different to Greenberg's decision whether to advance [if he had understood the potential for a general lien by the trades].	Irrelevant. Refusal Maintained.	**Improper question in this form.** **No order.**
32, 33	367	101	To answer if it mattered to Mr. Greenberg whether the existing trades came back on to the project.	Irrelevant. Refusal Maintained.	**Improper question in this form.** **No order.**
34	401	106	To produce Mr. Greenberg's electronic daytimer.	Irrelevant and privileged. Refusal Maintained.	**On consent, Mr. Klein to specify the dates and attendees he is interested in, and Mr. Drudi to provide corresponding extracts from Mr. Greenberg's electronic daytimer.** **Order accordingly.**
35	778	198	To answer if Mr. Greenberg has any other employment other than being a lawyer.	Irrelevant. Refusal Maintained.	**For the reasons set out at refusal 18 above, no order.**
36	787	200	To answer if Mr. Greenberg prepared an offering memorandum, prepared a pitch, drew a picture, wrote a few words, etc.	Irrelevant. Refusal Maintained.	**For the reasons set out at refusal 18 above, no order.**
37	788	201	To answer if Mr. Greenberg prepared a note about the investment.	Irrelevant. Refusal Maintained.	**For the reasons set out at refusal 18 above, no order.**

38	788	202	To provide a summary of the information provided to Mr. Greenberg's co-lenders, including and without limiting the nature of the involvement of the co-lenders and things of that nature.	Irrelevant and privileged. Refusal Maintained.	**For the reasons set out at refusal 18 above, no order.**
39	790	203	To itemize the items provided to the co-lenders so the arbitrator can have a ruling on it.	Irrelevant. Refusal Maintained.	**For the reasons set out at refusal 18 above, no order.**
40	796	205	To provide a copy of the Trust Agreement or Syndication Agreement that was prepared with each one of the co-lenders.	Irrelevant. Refusal Maintained.	**For the reasons set out at refusal 18 above, no order.**
41	797	205	To provide a copy of the reporting letter that was provided to each one of the co-lenders when the various mortgages at issue in this proceeding were put on.	Irrelevant. Refusal Maintained.	**For the reasons set out at refusal 18 above, no order.**
42	801	206	To answer if the co-lenders are represented by other counsel other than Mr. Drudi or his firm.	Irrelevant. Refusal Maintained.	**For the reasons set out at refusal 18 above, no order.**
43	802	207	To provide the identities of the co-lenders' lawyers so Mr. Bisceglia can communicate with them.	Irrelevant. Refusal Maintained.	**For the reasons set out at refusal 18 above, no order.**
44	816	208	To answer if Mr. Greenberg and Mr. Jinnah, and/or his companies, directly or indirectly, had some sort of other business arrangements other than the Silver Stream project.	Irrelevant. Refusal Maintained.	**For the reasons set out at refusal 18 above, no order.**

45	817	208	Without advising of the project, to advise how many other projects Mr. Greenberg and Mr. Jinnah were directly or indirectly involved with together.	Irrelevant. Refusal Maintained.	**On balance, there is insufficient demonstrated relevance to justify an order.** **No order.**
46	820	210	To advise of any transactions, whether it be a mortgage, or an equity participation, or partnership, or other business venture between Mr. Greenberg directly or indirectly, and Mr. Jinnah directly or indirectly.	Irrelevant. Refusal Maintained.	**On balance, there is insufficient demonstrated relevance to justify an order.** **No order.**
47	838	214	To answer if Mr. Greenberg has charged any of the co-lenders anything for participating in the… [interrupted].	Irrelevant. Refusal Maintained.	**For the reasons set out at refusal 18 above, no order.**
48	840	214	To answer if Mr. Greenberg is getting any compensation in any fashion for any of the co-lenders.	Irrelevant. Refusal Maintained.	**For the reasons set out at refusal 18 above, no order.**
49	843	215	To answer if Mr. Greenberg has a corresponding letter conflict letter or conflict waiver that is signed by the co-lenders.	Irrelevant. Refusal Maintained.	**For the reasons set out at refusal 18 above, no order.**

50	901	229	To answer who should Mr. Bisceglia ask [in regard to whether Mr. Jinnah ever emailed Mr. Greenberg at Jack@compton.ca.]	This question is unclear.	**Mr. Drudi advised that everything that is responsive to this question has been produced, but agreed to go back and look at emails specifically on matters bearing on the pleaded "statutory owner" question and produce any that are relevant.** **Order accordingly.**
51	901	230	To search the Jack@compton.ca email [for emails with Mr. Jinnah].	Irrelevant. Refusal Maintained.	**Mr. Drudi advised that everything that is responsive to this question has been produced, but agreed to go back and look at emails specifically on matters bearing on the pleaded "statutory owner" question and produce any that are relevant.** **Order accordingly.**

52	901	230	To provide the communications [between Mr. Greenberg and Mr. Jinnah] digitally and certainly in a searchable form so that they can review it.	Irrelevant. Refusal Maintained.	**Mr. Drudi advised that everything that is responsive to this question has been produced, but agreed to go back and look at emails specifically on matters bearing on the pleaded "statutory owner" question and produce any that are relevant.** **Order accordingly.**
53	901	230	Assuming privilege is waived, to produce the above.	Irrelevant. Refusal Maintained.	**Mr. Drudi advised that everything that is responsive to this question has been produced, but agreed to go back and look at emails specifically on matters bearing on the pleaded "statutory owner" question and produce any that are relevant.** **Order accordingly.**

54	901	231	To produce the report from Mr. Greenberg's computer expert advising that it is too difficult for them to do and too disproportionate [relative to the above].	Irrelevant. Refusal Maintained.	**On balance, there is insufficient demonstrated relevance to justify an order.** **No order.**

55	1022	256	To provide the real trust ledger.	Irrelevant. Refusal Maintained.	**The concern here is with the incongruity of some of the cheques produced and the summary provided.** **For example, the summary will say that a cheque was drawn to the Bank of Montreal, but when the physical cheque is produced, it is to a different payee.** **The corresponding concern, of course, is with privilege.** **The redacted trust ledger should be provided but only to the extent necessary for the lien claimants to verify the summary that has already been provided without disclosing the identity of the lender.** **Privileged or irrelevant entries to be redacted.** **Order accordingly.**
56	1029	258	To provide a printout from Mr. Greenberg's PC Law system of the real ledger.	Irrelevant. Refusal Maintained.	**Answered by number 55, above.**

57	1065	266	To produce all of the Puccini Mortgage Corporation mortgage files.	All relevant documents in relation to the Puccini Mortgage Corporation mortgage files have already been produced.	**Mr. Drudi affirms that he has produced all available documents.** **No order.**
58	1102	276	To provide the address for the property in Whitby.	Irrelevant. Refusal Maintained.	**The argument here is that this mortgage swap resulted in payment on account to the mortgagees that will affect the extent of their priority, if any.** **This would seem to meet the test of relevance, and should be answered.** **Order accordingly.**
59	1103	276	To answer whether Mr. Greenberg, or any of the private lenders, have any security in Whitby.	Irrelevant. Refusal Maintained.	**The argument here is that this mortgage swap resulted in payment on account to the mortgagees that will affect the extent of their priority, if any.** **This would seem to meet the test of relevance, and should be answered.** **Order accordingly.**

60	1126	280	To produce copies of the cheques of the money going into Mr. Greenberg's trust account.	Irrelevant. Refusal Maintained.	**The argument here is that this mortgage swap resulted in payment on account to the mortgagees that will affect the extent of their priority, if any.** **This would seem to meet the test of relevance, and should be answered.** **Order accordingly.**
61	1130	281	To produce copies of the cheques.	Irrelevant. Refusal Maintained.	**The argument here is that this mortgage swap resulted in payment on account to the mortgagees that will affect the extent of their priority, if any.** **This would seem to meet the test of relevance, and should be answered.** **Order accordingly.**
62	1142	285	To produce the file opening card [for file number 2008-044], so we can see who was identified as a client in relation to that file, and other particulars.	Irrelevant. Refusal Maintained.	**On balance, there is insufficient demonstrated relevance to justify an order.** **No order.**

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* Unmarked Refusal

UNDERTAKINGS CHART

Answers to Undertakings Given on the Cross-Examination of Jack Greenberg, conducted on **October 16, 2015**, on his Affidavit dated March 27, 2015

Issue & relationship to pleadings or affidavit	Question No.	Page No.	Specific Undertaking	Date answered or precise reason for not doing so	Disposition by Court
9	1233	317	To provide the three missing pages	Please see attached.	
10	1307	333	To produce whatever documentation in relation to the items five and six at page 135.	There is no documentation. These are just the calculations of 6 month's interest on each of the 2 mortgages.	
11	1309	334	To produce the documents related to item number six on the statement of advance, which is a six-month reserve on the VTB mortgage for $119,883.50.	There are no documents other than the mortgage itself. This is just a calculation of 6 months' interest	
12	1380	346	To confirm the $3.8 million was paid into the trust account on May 12, 2011.	May 13, 2011	
13	1468	367	To produce the workout sheet, if found.	Please see attached.	
14	1903	465	To review records to determine what conditions were waived.	The numbers used below correspond to the paragraph number of the	

				condition as set out on page 181. 1. This condition was partially waived. Mr. Greenberg got evidence from the planner about the number and type of units. The balance was waived. 2. The condition was partially waived. Some homes were registered but only 20 were to be built in Plan 1. 3. The condition was partially waived. Mr. Greenberg got the reports but no transmission letters. 4. This condition was waived. These terms were being negotiated at the	

				time and not finalized until early 2009. 5. This condition was waived. 6. This condition was waived. 7. The policies were reviewed. No consultant was retained. 8. The cost consultant was approved. Balance of item is prospective. 9. This condition was waived. 10. This item was prospective. It was waived to extent that BMO was only financing 20 homes but financed servicing for all 39.	
15	2022	485	To provide details of the statement of adjustments and the trust ledger.	Please see attached.	

* Unmarked Undertaking

UNDER ADVISEMENTS CHART

Answers to Questions Taken Under Advisement Given on the Cross-Examination of Jack Greenberg, conducted on **October 16, 2015**, on his Affidavit dated March 27, 2015

Issue & relationship to pleadings or affidavit	Question No.	Page No.	Specific Question Taken Under Advisement	Date answered or precise reason for not doing so	Disposition
10	1292	329	To produce the account for this amount.	Irrelevant. Refusal Maintained.	**Irrelevant.** **No order.**
11	1303	332	To look at the account related to number four, Jack Greenberg final restructuring 11,250, and advise who it was rendered to.	Irrelevant. Refusal Maintained.	**Irrelevant.** **No order.**
12	1394	350	To produce documentation showing the $1,227,291.31 getting paid to Puccini Mortgage Corporation.	This relates to Puccini Mortgage Corp's partial reduction of principal based on the amount BMO paid of $3,800,000 based on the Question 1468 Undertaking, the allocation of that amount to the various mortgagees will be evident thereon.	**Sufficient relevance established.** **This documentation to be produced.** **Order accordingly.**
13	1478	369	To provide a copy of where the two principal repayments in January 2012 and November	To and from the trust account – allocation will be set out in statement being delivered in respect	**Answered.** **No order.**

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			2012 are deposited and taken out.	of Question 1468 Undertaking.	
14	1520	376	To review records and advise why the dates on Exhibit 18 were used for possible tracking.	Irrelevant. Refusal Maintained.	**Irrelevant as asked.** **No order.**
15	1548	383	To provide proof of where the interest reserves were, and how they were paid out.	These documents have already been produced through the spreadsheets for the loans and interest reserve.	**Answered.** **In addition, Mr. Drudi confirmed that Mr. Greenberg will review all relevant documentation and identify specific documents that may shed light on this question.** **Order accordingly.**
16	1575	391	To review records and advise what the arrangement is with the parties in this proceeding.	Irrelevant. Refusal Maintained.	**Question improper as asked.** **No order.**
17	1626	401	To produce the e-mails between Balsamo and the deponent.	Irrelevant. Refusal Maintained.	**Question improper as asked.** **No order.**
18	1832	452	To review records and advise the first time the deponent became aware there was any possible insolvency or bankruptcy issues with the Silver Stream and Jinnah's companies.	Probably around August/Sept 2013.	**Question impossible to answer as asked and relevance not sufficiently clear.** **No order.**

* Unmarked Under Advisement

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REFUSALS CHART

Answers to Refusals Given on the Cross-Examination of Jack Greenberg, conducted on **October 16, 2015**, on his Affidavit dated March 27, 2015

Issue & relationship to pleadings or affidavit	**Question No.**	**Page No.**	**Specific Question**	**Answer or precise basis for refusal**	**Disposition by Court**
65	1169	303	To provide printout with respect to the ledger for all trust funds on file number 2008-044.	Previously requested as well – these numbers already provided on loan spread sheets.	**Mr. Drudi has agreed to review this in detail, and if there are any discrepancies whatsoever, to produce all cheques in and out.** **Order accordingly.**

66	1282	325	To answer any questions as to what the deponent did to earn the management fee.	Irrelevant. Refusal Maintained.	**This line of questioning pursued the theme that these syndicated mortgages were not documented as they should have been in the ordinary course of business.** **Mr. Drudi stated during argument that none of these lenders had any involvement in the project(s), and I would presume that this is the testimony that Mr. Greenberg will give at the hearing.** **On balance, there is insufficient demonstrated evidentiary value to this line of questioning to justify an order.** **No order.**
67	1292	329	To review records and produce any copy of a bill for Dapaul's management fee.	The bill is not required. The information was set out in a separate letter at the end of the Commitment Letter	**For the reasons set out at refusal 66 above, no order.**
68	1296	330	To review records and produce any copy of a bill for Puccini's lender fee.	Please see answer for question 1292 above.	**For the reasons set out at refusal 66 above, no order.**

69	1302	331	To produce the bill for that disbursement of $11,500.00.	Irrelevant. Refusal Maintained.	**For the reasons set out at refusal 66 above, no order.**
70	1320	336	To review records and produce a copy of the bill for the lender fees.	The bill is not required. The information was set out in a separate letter at the end of the Commitment Letter	**For the reasons set out at refusal 66 above, no order.**
71	1394	350	To review records and provide any worksheet for the 1.2 million.	Irrelevant. Refusal Maintained.	**Upon review of the transcript it appears that this question was answered: allocation was made proportionally to amounts outstanding on the mortgages.** **If there is any different answer, Mr. Drudi to advise by 11 December 2015.** **Order accordingly.**
72	1517	376	To produce the 2012 – 106 trust account.	No. The advance proceeds and disbursements were already provided in the loan spreadsheets and advance statements and cancelled cheques	**Upon review of the transcript it appears that this question was answered.** **No order.**

73	1559	387	To advise if the deponent has any other business relationship with Angelo DeGasperis of Sam Balsamo.	Irrelevant. Refusal Maintained.	**This is the first of a series of refusals dealing with transactions with Mr. DeGasperis and others relating to the Part IV lands.** **While conceding that this may be relevant in the collateral trust action, or perhaps in some action yet to be commenced, Mr. Drudi's core objection to this line of questioning was one of relevance.** **There is a particularly difficult balance to strike, but on balance there is sufficient relevance to warrant an answer to many of these questions.** **In the case of this particular question, however, the question is far too oblique to be answerable.** **No order.**

74	1562	388	To produce the joint venture agreement.	Irrelevant. Refusal Maintained.	**For the reasons set out at refusal 73, above, no order.**
75	1660	407	To provide full disclosure of all documentation in relation to this sale transaction, including all communications with the DeGasperis family and their companies and other particulars.	Irrelevant. Refusal Maintained.	**Too broadly framed, no order.**
76	1690	416	To produce the trust declaration for Puccini North Developments Inc.	Irrelevant. Refusal Maintained.	**Sufficient relevance established.** **This document to be produced.** **Order accordingly.**
77	1704	418	To advise whether the transfer, setting up of the JV, doing the new mortgage, all these things were happening at the same time.	Irrelevant. Refusal Maintained.	**Sufficient relevance established.** **This question to be answered.** **Order accordingly.**
78	1714	421	To provide a copy of the bill including the HST number for each one of the commitment fees charged.	The bill is not required. There was no commitment fee. There was however a Lender Fee. The Lender fee was set out in a separate letter at the end of the Commitment Letter and no HST is applicable to a Lender Fee.	**On review of the transcript, this question was sufficiently answered.** **No order.**

79	1717	422	To provide copies of the bill for one percent loan management fees in accordance with the terms of the commitment letter.	The bill is not required. The information was set out in a separate letter at the end of the Commitment Letter.	**On review of the transcript, this question was sufficiently answered.** **No order.**
80	1724	424	To provide a copy of the bill of legal fees.	Irrelevant. Refusal Maintained.	**Insufficiently relevant.** **No order.**
81	1745	427	To produce the TD Bank commitment.	Irrelevant. Refusal Maintained.	**Sufficient relevance established.** **This document to be produced.** **Order accordingly.**
82	1746	427	To produce the submissions that were made by Brushwood to the TD Bank.	We don't have these.	**Insufficiently relevant.** **No order.**
83	1749	428	To answer if there is an agreement with the participants under the sale of the Phase IV lands, their equity position and any recovery in this proceeding.	Irrelevant. Refusal Maintained.	**Sufficient relevance established.** **This question to be answered.** **Order accordingly.**
84	1751	429	To answer if the deponent is billing Brushwood or any other entity for his testimony.	Irrelevant. Refusal Maintained.	**Insufficiently relevant.** **No order.**

85	1771	434	To advise if there was an arrangement made with Renova Recycling Ltd.	Irrelevant. Refusal Maintained.	**Sufficient relevance established, albeit a poorly worded question.** **This question to be answered as asked.** **Order accordingly.**
86	1781	437	To advise who else other than Angelo DeGasperis would have knowledge if the Con-Drain arrangement.	Irrelevant. Refusal Maintained.	**Hypothetical question.** **No order**
87	1797	439	To answer is it dollar for dollar, out of the 6 million and $70,000 registered second mortgage, $3,643,861.22 is Dapaul's.	The question is unclear.	**Question to unclear to answer as asked.** **No order.**
88	1798	441	To answer regarding the reference plan that is registered recently and a bylaw that is registered recently, and whether the deponent believes that neither of these two items changes the yield on the property.	The question is unclear.	**Question to unclear to answer as asked.** **No order.**
89	1799	442	To answer if the TD Bank was aware of the contemplated structure of the transaction.	Mr. Greenberg does not know.	**Impossible to answer as asked.** **No order.**

90	1800	442	To answer if the TD Bank consented to the subsequent encumbrance in favour of 2424419 Ontario.	Mr. Greenberg does not know.	**Answered as far as possible by this witness.** **No order.**
91	1801	443	To answer if the 2424419 Ontario mortgage has been discharged now.	Mr. Greenberg cannot answer the question unless he is able to see the parcel register.	**Sufficient relevance established, albeit a poorly worded question.** **This question to be answered as asked.** **Order accordingly.**
92	1802	443	To answer if the deponent is involved in another transaction with Mr. Jinnah's wife.	Irrelevant. Refusal Maintained.	**Too vague a question as asked.** **No order.**
93	1803	444	To answer if the deponent told some of the lien claimants that he was involved in another transaction with Mr. Jinnah's family members.	Irrelevant. Refusal Maintained.	**Irrelevant.** **No order.**
94	1804	444	To answer if Mr. Jinnah or his family has been promised any consideration, either in this Puccini North venture or any other venture.	Irrelevant. Refusal Maintained.	**Sufficient relevance established, albeit a poorly worded question.** **This question to be answered as asked insofar as it relates to the Puccini North venture.** **Order accordingly.**

95	1812	447	To answer if the deponent referred Mr. Jinnah to Chaitons.	This question is unclear.	**Irrelevant.** **No order.**
96	2039	489	To answer whether all the principal has been recovered for all of the private lenders.	No.	**Answered.** **No order.**

* Unmarked Refusal

UNDERTAKINGS OF IMRAN JINNAH
Examinations Held on August 31, 2015

No.	Que. No.	Page No.	UNDERTAKING	ANSWERS
1	63	18	To advise whether any money was invested into the Puccini Project by Symphony Series Co-Tenancy I and if the answer is yes, to produce evidence of same	Attached as **Exhibit "1"** please find a schedule of investors in the Puccini Project Joint Venture. All of the funds invested were invested in the soft costs of the Puccini Project. As demonstrated in the schedule, with the exception of the investment from Mr. Jamal, the balance of investments was made between 2007 and 2008, prior to the commencement of any construction. Mr. Jinnah has confirmed that Mr. Jamal's investment was also used to fund soft costs for the Puccini Project.
2	119/125	31/35	To produce a sample closing package delivered by the vendor's solicitor to a purchaser of a Phase I home. Documents discussed include, reporting letter and enclosures, statement of adjustments and a trust ledger	Sample closing package is attached hereto as **Exhibit "2"**.
3	125	36	To produce the trust ledger and statement of adjustments for all closings in the Puccini Project, flow of funds and the complete package.	Trust ledgers and statements of adjustment for Phase I are attached hereto as **Exhibit "3"**. There were 19 closings for Phase I in 2010 and one in 2011 which was counted as a Phase II closing Trust ledgers and statements of adjustment for Phase II are

				attached hereto as **Exhibit "4"**. Trust ledgers and statements of adjustment for Phase III closings completed before the commencement of the CCAA are attached hereto as **Exhibit "5"**. Trust ledgers and statements of adjustments prepared in connection with the closings completed in the CCAA proceeding are attached hereto as **Exhibit "6"**. Mr. Jinnah did not undertake to produce "flow of funds and the complete package" in connection with the Puccini Project. These documents are not referenced in the transcript at question 125.
4	156	45	For each agreement of purchase and sale entered into by Puccini, to advise where the deposits were deposited?	Mr. Jinnah's recollection is that only 3-4 deposits for Phase I were received by Symphony Series Development Inc. ("**Symphony**"), a predecessor to Puccini, which was incorporated during the time period when Phase 1 homes were being marketed. After Puccini was incorporated all deposits received in the Puccini Project were deposited with Puccini.
5	171-174	51-52	To produce copies of the developer's agreement and a builder's agreement referred to in the Puccini joint venture agreement	Copies of the Builder Agreement and the Developer Agreement are collectively attached as **Exhibit "7"**.
6	186-189	56	To advise how the money raised from the joint venture investors in the approximate amount of $2.5 million flowed into the Puccini Project (i.e. where it was	As evidenced by the schedule attached hereto as **Exhibit 1,** the total raised in the Joint Venture was approximately $3.1 million. All of the money was raised and used to pay soft costs and related admin expenses. It is too difficult and cumbersome at

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			originally deposited, where it went and how it got into the project) and to produce evidence demonstrating this flow of investment	this stage to trace how these funds were deposited and used, particularly given that the majority of funds were invested between 2007 and 2008. To the extent any of these funds would have been used to pay trades, they would have been used to pay trades in Phase I, all of whom have been paid in full and are not at issue in this litigation.
6.A	267-268	77	To produce the complete Joint Venture Agreement dated September 2, 2008 (the document produced to date was missing signature pages) **NTD: this was an undertaking provided by Mr. Jinnah that is not included in Mr. Klein's undertaking chart**	A copy of the signed Venture Agreement is attached hereto as **Exhibit "8"**
8	482-489	144-147	To speak to Suhail and: 1. to advise why Silver Streams chose to change its contracts with its trades as the Puccini Project progressed; 2. to advise of any reason why Suhail changed anything in the original trade contracts; 3. with respect to the contracts located at Tab I and Tab O of the	Mr. Jinnah has reached out to Suhail via telephone and email and has provided him with a list of questions contained herein. To date, Suhail has not provided Mr. Jinnah with answers to these questions and has not made himself available for a conference call or a meeting with Mr. Jinnah.

			Medi Group Book of Evidence, to advise why the words "any lien shall only be registered on the dwelling to which the unpaid amount relates" were changed in the Medi Group contracts from the contract located at Tab I to the contract located at Tab O; 4. to advise if the change described at paragraph (3) above was discussed with the trades when the Phase II contracts were given to them; 5. to advise who came up with the amended wording.	
9	491	147	To advise of the last known address and phone number for Suhail	Suhail's email address is: siddiqui@yahoo.com Suhail's phone number is 416-887-3586
10	493	148-149	To ask Suhail why there would be different contracts between Puccini and the same trades over the course of Puccini's relationship with the trades (i.e. why were there two or three contracts for the Medi Group)	See answer to Question 8 above
11	515	155	To ask Suhail if in his negotiations with the trades he ever described Mr.	See answer to Question 8 above

			Greenberg as a partner of Silver Streams on the Puccini Project	
12	587	169	To produce a list or document similar to the document which appears at Tab K of the Medi Group's materials showing all the sales for all of the phases in the Puccini Project, the revenues from each sale and the costs of each sale	Revenue statements were not prepared for Phase 1 and 2 the way they were for Phase 3, attached hereto as **Exhibit "9"** is a listing of all purchasers for the lots sold in Phase 1 and 2 and the sale price of these lots.
13	597-599	171-172	With respect to the document located at Tab K of the Medi Group's materials, referencing house number 13: to advise what the line item in the "Cash Flow for house number 13" titled "prorated share of new funding, minus $45,000" stands for	Mr. Jinnah does not have any recollection regarding this line item.

REFUSALS OF IMRAN JINNAH
Examinations Held on August 31, 2015

No.	Que. No.	Page No.	REFUSAL	REASON FOR REFUSAL	Disposition
1	92	24	Produce evidence of approximately $4.5 million that Imran Jinnah personally paid into/invested into Puccini Project Management Inc.	Mr. Jinnah's personal investment in Puccini Project Management Inc. is not relevant to the issues litigated before the Referee pursuant to the Order of Mr. Justice Newbould dated January 8, 2015.	**This line of questioning is more relevant to the Superior Court trust action.** **No order.**
2	142	41	Produce all bank statements for the numbered companies	The numbered companies' bank statements are not relevant to the issues litigated before the Referee pursuant to the Order of Mr. Justice Newbould dated January 8, 2015, namely the determination of the validity/quantum of the liens filed and priorities between the Private Mortgagees, Mortgagees and lien claimants.	**This line of questioning is more relevant to the Superior Court trust action.** **No order.**
3	196	58	Produce financial statements for the Symphony Series Co-Tenancy II	The Symphony Series Co-Tenancy is not a party to the lien litigation. Moreover, the information set out in the financial statements has no relevance to the issues being determined by the Referee.	**This line of questioning is more relevant to the Superior Court trust action.** **No order.**

4	204-206	60	Did Jinnah Investment Corporation earn anything or receive any monies from the Puccini Project	This question is not relevant to the issues being determined by the Referee.	**This question is too broad to be obviously relevant. Asked in another form it might be relevant.** **No order.**
5	250	71	Produce books and records of the co-tenancy	The Symphony Series Co-Tenancy is not a party to the lien litigation and its books and records are not relevant to the lien litigation or the issues to be determined by the Referee	**This line of questioning is more relevant to the Superior Court trust action.** **Moreover, as noted in argument, Symphony Series Co-Tenancy is not a party to this reference.** **No order.**
6	281	80-81	Advise who the developer company was for the co-tenancy referred to in the Joint Venture Agreement	The developer referred to in the Joint Venture Agreement is not relevant to the issues to be determined by the Referee	**This question is too broad to be obviously relevant. Asked in another form it might be relevant.** **No order.**
7	549	163	Produce projections and cost sheets (budgets) prepared by Imran Jinnah and Suhail for each lot in the Puccini Project	These are internal documents prepared in order to assist in negotiations of the price, they do not demonstrate the actual value of the improvement made and therefore are not relevant to the issues to be determined by the Referee.	**This question is too broad to be obviously relevant.** **No order.**

UNDERTAKINGS CHART

Answers to Undertakings Given on the Cross-Examination of Jack Greenberg, conducted on **September 4, 2015**, on his Affidavit dated March 27, 2015

Issue & relationship to pleadings or affidavit	**Question No.**	**Page No.**	**Specific Undertaking**	**Date answered or precise reason for not doing so**	**Disposition by Court**
1	59	18	To look through the records for Mr. Naqi's last known address and, if found, to provide it.	Suite 509, 3601 Highway #7, Markham, Ontario, L3R 0M3	
2	219	58	To provide the notices of default.	Please see attached.	
3	229	60	To look for and produce the notices or notice of sale with respect to the mortgages. If it is possible to identify where they are located in Jinnah's Affidavit by exhibit number or tab number, to do so.	Please see attached.	
4	401	107	To look in Mr. Greenberg's daytimer for the period on or before October 31, 2012 and if he can find any entries in that daytimer that would reflect meetings or telephone conversations dealing with the commitment forum at page 210, he will try to produce that portion of the daytimer.	There are no entries in Mr. Greenberg's daytimer between Sept 1 – Oct 31, 2012 that reflect meetings or telephone conversations dealing with the commitment at page 210.	

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5	876	223	To make best efforts to identify the date that Mr. Greenberg opened a file with respect to Silver Streams regarding this project.	Sept. 15, 2008 with respect to the BMO financing for Phase 1.	
6	1033	259	To look for a document that would indicate that this amount of money [$511,671.83] went to the Bank of Montreal, and why, and if found, to produce it.	The question has already been resolved at the examination. The cheque went to Symphony Series and it wrote the cheques to the Town of Richmond Hill.	
7	1063	266	To look for the cancelled cheques from either Silver Streams or Symphony Series to the Town of Richmond Hill, and if found, to produce them.	This document has already been produced.	
8	1152	287	To use best efforts to see if PC Law can generate some sort of report, whether it be a client ledger listing, and redact anything that is not relevant to see if in fact there was a disbursement incurred with the Teranet regarding the registration of a transfer or assignment of charges.	The parcel register was produced at the examinations which showed the registration of the Assignment of Charge.	

* Unmarked Undertaking

UNDER ADVISEMENTS CHART

Answers to Questions Taken Under Advisement Given on the Cross-Examination of Jack Greenberg, conducted on **September 4, 2015**, on his Affidavit dated March 27, 2015

Issue & relationship to pleadings or affidavit	Question No.	Page No.	Specific Question Taken Under Advisement	Date answered or precise reason for not doing so	Disposition by Court
1	41	13	To answer if the first time that Mr. Greenberg lent to M. Jinnah was in connection with the Puccini project.	Irrelevant. Refusal Maintained.	**This line of questioning pursued the theme that these syndicated mortgages were not documented as they should have been in the ordinary course of business.** **Mr. Drudi stated during argument that none of these lenders had any involvement in the project(s), and I would presume that this is the testimony that Mr. Greenberg will give at the hearing.** **On balance, there**

					is insufficient demonstrated evidentiary value to this line of questioning to justify an order. **No order.**
2	92	26	To answer as to what documents were generated, the list of documents that were generated for each of these loans that were taken by each of these corporations.	The documents have been produced.	**This line of questioning pursued the theme that these syndicated mortgages were not documented as they should have been in the ordinary course of business.** **Mr. Drudi stated during argument that none of these lenders had any involvement in the project(s), and I would presume that this is the testimony that Mr. Greenberg will give at the hearing.** **On balance, there is insufficient demonstrated**

					evidentiary value to this line of questioning to justify an order. **No order.**
3	294	79	To answer if Mr. Greenberg provided any Form 9s in connection to these mortgages, to deal with the classification of the loan, and to provide a redacted version of the Form 9s to satisfy the question as to whether it is construction financing or not.	Irrelevant. Refusal Maintained.	**This line of questioning pursued the theme that these syndicated mortgages were not documented as they should have been in the ordinary course of business.** **Mr. Drudi stated during argument that none of these lenders had any involvement in the project(s), and I would presume that this is the testimony that Mr. Greenberg will give at the hearing.** **On balance, there is insufficient demonstrated evidentiary value to this line of**

					questioning to justify an order. **No order.**
4	800	205	To ask the co-lenders whether or not they are prepared to waive privilege and produce the necessary documentation, and advise.	Irrelevant and privileged. Refusal Maintained.	**No order.**
5	848	216	To produce the ledger, the document of record is in fact the PC Law ledgers, because none of them were advanced by the corporation, as it appears.	Ledgers or summaries have already been produced showing dates and amounts of advances and payments.	**Overly broad and irrelevant as asked.** **No order.**
6	882	224	To review Mr. Greenberg's email system, and produce all of the communications between Mr. Greenberg and Mr. Jinnah, and provide that in a searchable native form, if not, to produce it in hardcopy.	Non-proportional, privileged and irrelevant. Refusal Maintained.	**Mr. Drudi advised that everything producible has been produced, but agreed to go back and look at emails specifically on matters bearing on the pleaded "statutory owner" question and produce any that are relevant.** **Order accordingly.**
7	883	225	If Mr. Greenberg takes the position that it is too difficult to do the above, to consent	No. Please see	**Well beyond the scope of this**

			to having an independent third-party expert review the email system to assess the level of difficulty that he says exists.	question 882 above.	**examination in this particular lien reference.** **No order.**
8	1004	253	To review Mr. Greenberg's records and find the original document [mortgage commitment].	Irrelevant. Refusal Maintained.	**Mr. Drudi advises that all mortgage commitments have been produced.** **No order.**
9	1050	263	Mr. Drudi says that the private mortgagees are familiar with the fact that there is an obligation to preserve evidence. With respect to an undertaking to inspect the metadata, he will take that under advisement.	The question is unclear.	**Well beyond the scope of this examination in this particular lien reference.** **No order.**

* Unmarked Under Advisement

REFUSALS CHART

Answers to Questions Taken Under Advisement Given on the Cross-Examination of Jack Greenberg, conducted on **September 4, 2015**, on his Affidavit dated March 27, 2015

Issue & relationship to pleadings or affidavit	**Question No.**	**Page No.**	**Specific Question**	**Answer or precise basis for refusal**	**Disposition**
1	18	9	To give an idea of the number of loan transactions Mr. Greenberg does in a year.	Irrelevant. Refusal Maintained.	**The lien claimants seek circumstantial evidence to support an argument that one or more of the loans was not in the ordinary course of business. The value of such evidence is slight, if any.** **The broadening of the enquiry to encompass all loan transactions in a year is unwarranted.** **No order.**

2	34	11	To answer if Mr. Greenberg loaned through any of his companies or syndicates to any of these projects [Ashcott Mews, Saint Alban Mews, D&I Developments].	Irrelevant. Refusal Maintained.	**The private mortgagees like the institutional mortgages may loan money to various projects on various securities. These questions do not meet the applicable test of relevance.** **No order.**
3	35	12	To answer which of the three projects was the earliest.	Irrelevant. Refusal Maintained.	**For the reasons set out in 2, above, no order.**
4	40	12	To answer if Mr. Greenberg lent to Mr. Jinnah or any of his companies at that time [2002, 2003].	Irrelevant. Refusal Maintained.	**It was argued that whatever was done in 2002 or 2003 could have little, if any, relevance to what happened in 2008.** **No order.**

5	89	25	To answer if there was some form of trustee agreement between these companies and the individual lenders who were part of the syndicate.	Irrelevant. Refusal Maintained.	**This line of questioning pursued the theme that these syndicated mortgages were not documented as they should have been in the ordinary course of business.** **Mr. Drudi stated during argument that none of these lenders had any involvement in the project(s), and I would presume that this is the testimony that Mr. Greenberg will give at the hearing.** **On balance, there is insufficient demonstrated evidentiary value to this line of questioning to justify an order.** **No order.**
6	96	28	To provide the details of the amount of participation in each of these mortgages and how the participation came about, whether it was Mr. Greenberg personally, whether it was through his wife, or whether it was through one of his companies.	Irrelevant. Refusal Maintained.	**For the reasons set out in refusal 5, above, no order.**

7	104	29	To advise who the co-lenders, investors, are so that Mr. Klein can determine who is participating in which mortgages.	Irrelevant. Refusal Maintained.	**For the reasons set out in refusal 5, above, no order.**
8	158	43	To provide a list of the items that were sent to Mr. Klein.	The question is unclear.	**I was advised that this refusal had been answered.** **No order.**
9	168	47	To answer, "I guess from a lender, that's a good thing?" [unclear]	Irrelevant. Refusal Maintained.	**Withdrawn.**
10	174	48	To answer why seven percent as opposed to 12 percent and how did Mr. Greenberg come up with that.	Irrelevant. Refusal Maintained.	**Mr. Greenberg is not a personal defendant in these lien actions. It was represented by counsel at the hearing that he is a personal defendant in the Superior Court trust action.** **On balance, there is insufficient demonstrated relevance to this series of lien actions to justify an order in this case.** **No order.**
11	175	48	To answer how Mr. Greenberg came up with the interest rate and was there some process to it.	Irrelevant. Refusal Maintained.	**For the reasons set out in refusal 10 above, no order.**
12	176	48	To answer if it was a negotiation.	Irrelevant. Refusal Maintained.	**For the reasons set out in refusal 10 above, no order.**

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13	230	61	To answer if Mr. Greenberg was also counsel for Mr. Jinnah personally during the period of 2007 going forward to the end of Phase III or plan three.	Yes, from about Sept of 2008 but not exclusively.	**I was advised that this refusal had been answered.** **No order.**
14	237	63	To answer what Mr. Greenberg understands independent legal advice to be.	Irrelevant. Refusal Maintained.	**Withdrawn.**
15	243	66	To answer who long Michael Wade has been across the hall from Mr. Greenberg.	Irrelevant. Refusal Maintained.	**Insufficient demonstrated relevance to justify an order.** **No order.**
16	244	66	To answer if during the course of these 15 years, Mr. Greenberg had sent work or done work together with Mr. Wade or received any work from Mr. Wade, legal work.	Irrelevant. Refusal Maintained.	**Insufficient demonstrated relevance to justify an order.** **No order.**
17	255	66	In terms of the scope of Mr. Greenberg's retainer with the various co-lenders, to answer what he was supposed to be doing for them.	Irrelevant. Refusal Maintained.	**Insufficient demonstrated relevance to justify an order.** **No order.**

18	261	69	To answer if it is correct that Greenberg did not get any acknowledgement signed by any of these parties, the co-lenders, the lender corporations, Silver Streams companies, the numbered companies, the Puccini, regarding conflict.	Irrelevant. Refusal Maintained.	**This line of questioning pursued the theme that these syndicated mortgages were not documented as they should have been in the ordinary course of business.** **Mr. Drudi stated during argument that none of these lenders had any involvement in the project(s), and I would presume that this is the testimony that Mr. Greenberg will give at the hearing.** **On balance, there is insufficient demonstrated evidentiary value to this line of questioning to justify an order.** **No order.**
19	262	69	To answer if Mr. Greenberg directed his mind to any conflicts that could occur or did occur on this project.	Irrelevant. Refusal Maintained.	**Improper question in this form.** **No order.**
20	275	73	To answer if it is Mr. Greenberg's position in this litigation that he could collection on the DePaul $5.5 million loan against all the land secured, Phase II and Phase III lands.	Yes.	**Answered.** **No order.**

21	291	77	To answer if Mr. Greenberg has any business relationship directly or indirectly with Mr. Jinnah.	Irrelevant. Refusal Maintained.	**For the reasons set out at refusal 18 above, no order.**
22	292	78	To answer if there is any ongoing business relationship [between Mr. Greenberg and Mr. Jinnah].	Irrelevant. Refusal Maintained.	**For the reasons set out at refusal 18 above, no order.**
23	294	79	To answer if Mr. Greenberg provided any Form 9s in connection to these mortgages.	Irrelevant. Refusal Maintained.	**For the reasons set out at refusal 18 above, no order.**
24	294	79	To answer what Mr. Greenberg did with these mortgages.	Irrelevant. Refusal Maintained.	**For the reasons set out at refusal 18 above, no order.**
25, 26	295	80	To answer if there were any T5s provided to the investors.	Irrelevant. Refusal Maintained.	**For the reasons set out at refusal 18 above, no order.**
27	295	81	To answer if there were any T5s provided to the investors and, if so, to provide redacted copies, so as to show the forms of income allegedly given to the co-lenders.	Irrelevant. Refusal Maintained.	**For the reasons set out at refusal 18 above, no order.**
28, 29	296	81	To answer if the lender trustee corporations filed tax returns, and provide same.	Irrelevant. Refusal Maintained.	**For the reasons set out at refusal 18 above, no order.**
30	362	100	To answer compound question about liens.	The question is unclear.	**I was advised by counsel that this question has now been answered satisfactorily.** **No order.**

31	366	101	To answer if it would have made a different to Greenberg's decision whether to advance [if he had understood the potential for a general lien by the trades].	Irrelevant. Refusal Maintained.	**Improper question in this form.** **No order.**
32, 33	367	101	To answer if it mattered to Mr. Greenberg whether the existing trades came back on to the project.	Irrelevant. Refusal Maintained.	**Improper question in this form.** **No order.**
34	401	106	To produce Mr. Greenberg's electronic daytimer.	Irrelevant and privileged. Refusal Maintained.	**On consent, Mr. Klein to specify the dates and attendees he is interested in, and Mr. Drudi to provide corresponding extracts from Mr. Greenberg's electronic daytimer.** **Order accordingly.**
35	778	198	To answer if Mr. Greenberg has any other employment other than being a lawyer.	Irrelevant. Refusal Maintained.	**For the reasons set out at refusal 18 above, no order.**
36	787	200	To answer if Mr. Greenberg prepared an offering memorandum, prepared a pitch, drew a picture, wrote a few words, etc.	Irrelevant. Refusal Maintained.	**For the reasons set out at refusal 18 above, no order.**
37	788	201	To answer if Mr. Greenberg prepared a note about the investment.	Irrelevant. Refusal Maintained.	**For the reasons set out at refusal 18 above, no order.**

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38	788	202	To provide a summary of the information provided to Mr. Greenberg's co-lenders, including and without limiting the nature of the involvement of the co-lenders and things of that nature.	Irrelevant and privileged. Refusal Maintained.	**For the reasons set out at refusal 18 above, no order.**
39	790	203	To itemize the items provided to the co-lenders so the arbitrator can have a ruling on it.	Irrelevant. Refusal Maintained.	**For the reasons set out at refusal 18 above, no order.**
40	796	205	To provide a copy of the Trust Agreement or Syndication Agreement that was prepared with each one of the co-lenders.	Irrelevant. Refusal Maintained.	**For the reasons set out at refusal 18 above, no order.**
41	797	205	To provide a copy of the reporting letter that was provided to each one of the co-lenders when the various mortgages at issue in this proceeding were put on.	Irrelevant. Refusal Maintained.	**For the reasons set out at refusal 18 above, no order.**
42	801	206	To answer if the co-lenders are represented by other counsel other than Mr. Drudi or his firm.	Irrelevant. Refusal Maintained.	**For the reasons set out at refusal 18 above, no order.**
43	802	207	To provide the identities of the co-lenders' lawyers so Mr. Bisceglia can communicate with them.	Irrelevant. Refusal Maintained.	**For the reasons set out at refusal 18 above, no order.**
44	816	208	To answer if Mr. Greenberg and Mr. Jinnah, and/or his companies, directly or indirectly, had some sort of other business arrangements other than the Silver Stream project.	Irrelevant. Refusal Maintained.	**For the reasons set out at refusal 18 above, no order.**

45	817	208	Without advising of the project, to advise how many other projects Mr. Greenberg and Mr. Jinnah were directly or indirectly involved with together.	Irrelevant. Refusal Maintained.	**On balance, there is insufficient demonstrated relevance to justify an order.** **No order.**
46	820	210	To advise of any transactions, whether it be a mortgage, or an equity participation, or partnership, or other business venture between Mr. Greenberg directly or indirectly, and Mr. Jinnah directly or indirectly.	Irrelevant. Refusal Maintained.	**On balance, there is insufficient demonstrated relevance to justify an order.** **No order.**
47	838	214	To answer if Mr. Greenberg has charged any of the co-lenders anything for participating in the… [interrupted].	Irrelevant. Refusal Maintained.	**For the reasons set out at refusal 18 above, no order.**
48	840	214	To answer if Mr. Greenberg is getting any compensation in any fashion for any of the co-lenders.	Irrelevant. Refusal Maintained.	**For the reasons set out at refusal 18 above, no order.**
49	843	215	To answer if Mr. Greenberg has a corresponding letter conflict letter or conflict waiver that is signed by the co-lenders.	Irrelevant. Refusal Maintained.	**For the reasons set out at refusal 18 above, no order.**

50	901	229	To answer who should Mr. Bisceglia ask [in regard to whether Mr. Jinnah ever emailed Mr. Greenberg at Jack@compton.ca.]	This question is unclear.	**Mr. Drudi advised that everything that is responsive to this question has been produced, but agreed to go back and look at emails specifically on matters bearing on the pleaded "statutory owner" question and produce any that are relevant.** **Order accordingly.**
51	901	230	To search the Jack@compton.ca email [for emails with Mr. Jinnah].	Irrelevant. Refusal Maintained.	**Mr. Drudi advised that everything that is responsive to this question has been produced, but agreed to go back and look at emails specifically on matters bearing on the pleaded "statutory owner" question and produce any that are relevant.** **Order accordingly.**

52	901	230	To provide the communications [between Mr. Greenberg and Mr. Jinnah] digitally and certainly in a searchable form so that they can review it.	Irrelevant. Refusal Maintained.	**Mr. Drudi advised that everything that is responsive to this question has been produced, but agreed to go back and look at emails specifically on matters bearing on the pleaded "statutory owner" question and produce any that are relevant.** **Order accordingly.**
53	901	230	Assuming privilege is waived, to produce the above.	Irrelevant. Refusal Maintained.	**Mr. Drudi advised that everything that is responsive to this question has been produced, but agreed to go back and look at emails specifically on matters bearing on the pleaded "statutory owner" question and produce any that are relevant.** **Order accordingly.**

54	901	231	To produce the report from Mr. Greenberg's computer expert advising that it is too difficult for them to do and too disproportionate [relative to the above].	Irrelevant. Refusal Maintained.	**On balance, there is insufficient demonstrated relevance to justify an order.** **No order.**

55	1022	256	To provide the real trust ledger.	Irrelevant. Refusal Maintained.	**The concern here is with the incongruity of some of the cheques produced and the summary provided.** **For example, the summary will say that a cheque was drawn to the Bank of Montreal, but when the physical cheque is produced, it is to a different payee.** **The corresponding concern, of course, is with privilege.** **The redacted trust ledger should be provided but only to the extent necessary for the lien claimants to verify the summary that has already been provided without disclosing the identity of the lender.** **Privileged or irrelevant entries to be redacted.** **Order accordingly.**
56	1029	258	To provide a printout from Mr. Greenberg's PC Law system of the real ledger.	Irrelevant. Refusal Maintained.	**Answered by number 55, above.**

57	1065	266	To produce all of the Puccini Mortgage Corporation mortgage files.	All relevant documents in relation to the Puccini Mortgage Corporation mortgage files have already been produced.	**Mr. Drudi affirms that he has produced all available documents.** **No order.**
58	1102	276	To provide the address for the property in Whitby.	Irrelevant. Refusal Maintained.	**The argument here is that this mortgage swap resulted in payment on account to the mortgagees that will affect the extent of their priority, if any.** **This would seem to meet the test of relevance, and should be answered.** **Order accordingly.**
59	1103	276	To answer whether Mr. Greenberg, or any of the private lenders, have any security in Whitby.	Irrelevant. Refusal Maintained.	**The argument here is that this mortgage swap resulted in payment on account to the mortgagees that will affect the extent of their priority, if any.** **This would seem to meet the test of relevance, and should be answered.** **Order accordingly.**

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60	1126	280	To produce copies of the cheques of the money going into Mr. Greenberg's trust account.	Irrelevant. Refusal Maintained.	**The argument here is that this mortgage swap resulted in payment on account to the mortgagees that will affect the extent of their priority, if any.** **This would seem to meet the test of relevance, and should be answered.** **Order accordingly.**
61	1130	281	To produce copies of the cheques.	Irrelevant. Refusal Maintained.	**The argument here is that this mortgage swap resulted in payment on account to the mortgagees that will affect the extent of their priority, if any.** **This would seem to meet the test of relevance, and should be answered.** **Order accordingly.**
62	1142	285	To produce the file opening card [for file number 2008-044], so we can see who was identified as a client in relation to that file, and other particulars.	Irrelevant. Refusal Maintained.	**On balance, there is insufficient demonstrated relevance to justify an order.** **No order.**

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* Unmarked Refusal

UNDERTAKINGS CHART

Answers to Undertakings Given on the Cross-Examination of Jack Greenberg, conducted on **October 16, 2015**, on his Affidavit dated March 27, 2015

Issue & relationship to pleadings or affidavit	**Question No.**	**Page No.**	**Specific Undertaking**	**Date answered or precise reason for not doing so**	**Disposition by Court**
9	1233	317	To provide the three missing pages	Please see attached.	
10	1307	333	To produce whatever documentation in relation to the items five and six at page 135.	There is no documentation. These are just the calculations of 6 month's interest on each of the 2 mortgages.	
11	1309	334	To produce the documents related to item number six on the statement of advance, which is a six-month reserve on the VTB mortgage for $119,883.50.	There are no documents other than the mortgage itself. This is just a calculation of 6 months' interest	
12	1380	346	To confirm the $3.8 million was paid into the trust account on May 12, 2011.	May 13, 2011	
13	1468	367	To produce the workout sheet, if found.	Please see attached.	
14	1903	465	To review records to determine what conditions were waived.	The numbers used below correspond to the paragraph number of the	

				condition as set out on page 181. 1. This condition was partially waived. Mr. Greenberg got evidence from the planner about the number and type of units. The balance was waived. 2. The condition was partially waived. Some homes were registered but only 20 were to be built in Plan 1. 3. The condition was partially waived. Mr. Greenberg got the reports but no transmission letters. 4. This condition was waived. These terms were being negotiated at the	

				time and not finalized until early 2009. 5. This condition was waived. 6. This condition was waived. 7. The policies were reviewed. No consultant was retained. 8. The cost consultant was approved. Balance of item is prospective. 9. This condition was waived. 10. This item was prospective. It was waived to extent that BMO was only financing 20 homes but financed servicing for all 39.	
15	2022	485	To provide details of the statement of adjustments and the trust ledger.	Please see attached.	

* Unmarked Undertaking

UNDER ADVISEMENTS CHART

Answers to Questions Taken Under Advisement Given on the Cross-Examination of Jack Greenberg, conducted on **October 16, 2015**, on his Affidavit dated March 27, 2015

Issue & relationship to pleadings or affidavit	Question No.	Page No.	Specific Question Taken Under Advisement	Date answered or precise reason for not doing so	Disposition
10	1292	329	To produce the account for this amount.	Irrelevant. Refusal Maintained.	**Irrelevant.** **No order.**
11	1303	332	To look at the account related to number four, Jack Greenberg final restructuring 11,250, and advise who it was rendered to.	Irrelevant. Refusal Maintained.	**Irrelevant.** **No order.**
12	1394	350	To produce documentation showing the $1,227,291.31 getting paid to Puccini Mortgage Corporation.	This relates to Puccini Mortgage Corp's partial reduction of principal based on the amount BMO paid of $3,800,000 based on the Question 1468 Undertaking, the allocation of that amount to the various mortgagees will be evident thereon.	**Sufficient relevance established.** **This documentation to be produced.** **Order accordingly.**
13	1478	369	To provide a copy of where the two principal repayments in January 2012 and November	To and from the trust account – allocation will be set out in statement being delivered in respect	**Answered.** **No order.**

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			2012 are deposited and taken out.	of Question 1468 Undertaking.	
14	1520	376	To review records and advise why the dates on Exhibit 18 were used for possible tracking.	Irrelevant. Refusal Maintained.	**Irrelevant as asked.** **No order.**
15	1548	383	To provide proof of where the interest reserves were, and how they were paid out.	These documents have already been produced through the spreadsheets for the loans and interest reserve.	**Answered.** **In addition, Mr. Drudi confirmed that Mr. Greenberg will review all relevant documentation and identify specific documents that may shed light on this question.** **Order accordingly.**
16	1575	391	To review records and advise what the arrangement is with the parties in this proceeding.	Irrelevant. Refusal Maintained.	**Question improper as asked.** **No order.**
17	1626	401	To produce the e-mails between Balsamo and the deponent.	Irrelevant. Refusal Maintained.	**Question improper as asked.** **No order.**
18	1832	452	To review records and advise the first time the deponent became aware there was any possible insolvency or bankruptcy issues with the Silver Stream and Jinnah's companies.	Probably around August/Sept 2013.	**Question impossible to answer as asked and relevance not sufficiently clear.** **No order.**

* Unmarked Under Advisement

REFUSALS CHART

Answers to Refusals Given on the Cross-Examination of Jack Greenberg, conducted on **October 16, 2015**, on his Affidavit dated March 27, 2015

Issue & relationship to pleadings or affidavit	**Question No.**	**Page No.**	**Specific Question**	**Answer or precise basis for refusal**	**Disposition by Court**
65	1169	303	To provide printout with respect to the ledger for all trust funds on file number 2008-044.	Previously requested as well – these numbers already provided on loan spread sheets.	**Mr. Drudi has agreed to review this in detail, and if there are any discrepancies whatsoever, to produce all cheques in and out.** **Order accordingly.**

66	1282	325	To answer any questions as to what the deponent did to earn the management fee.	Irrelevant. Refusal Maintained.	**This line of questioning pursued the theme that these syndicated mortgages were not documented as they should have been in the ordinary course of business.** **Mr. Drudi stated during argument that none of these lenders had any involvement in the project(s), and I would presume that this is the testimony that Mr. Greenberg will give at the hearing.** **On balance, there is insufficient demonstrated evidentiary value to this line of questioning to justify an order.** **No order.**
67	1292	329	To review records and produce any copy of a bill for Dapaul's management fee.	The bill is not required. The information was set out in a separate letter at the end of the Commitment Letter	**For the reasons set out at refusal 66 above, no order.**
68	1296	330	To review records and produce any copy of a bill for Puccini's lender fee.	Please see answer for question 1292 above.	**For the reasons set out at refusal 66 above, no order.**

69	1302	331	To produce the bill for that disbursement of $11,500.00.	Irrelevant. Refusal Maintained.	**For the reasons set out at refusal 66 above, no order.**
70	1320	336	To review records and produce a copy of the bill for the lender fees.	The bill is not required. The information was set out in a separate letter at the end of the Commitment Letter	**For the reasons set out at refusal 66 above, no order.**
71	1394	350	To review records and provide any worksheet for the 1.2 million.	Irrelevant. Refusal Maintained.	**Upon review of the transcript it appears that this question was answered: allocation was made proportionally to amounts outstanding on the mortgages.** **If there is any different answer, Mr. Drudi to advise by 11 December 2015.** **Order accordingly.**
72	1517	376	To produce the 2012 – 106 trust account.	No. The advance proceeds and disbursements were already provided in the loan spreadsheets and advance statements and cancelled cheques	**Upon review of the transcript it appears that this question was answered.** **No order.**

73	1559	387	To advise if the deponent has any other business relationship with Angelo DeGasperis of Sam Balsamo.	Irrelevant. Refusal Maintained.	**This is the first of a series of refusals dealing with transactions with Mr. DeGasperis and others relating to the Part IV lands.** **While conceding that this may be relevant in the collateral trust action, or perhaps in some action yet to be commenced, Mr. Drudi's core objection to this line of questioning was one of relevance.** **There is a particularly difficult balance to strike, but on balance there is sufficient relevance to warrant an answer to many of these questions.** **In the case of this particular question, however, the question is far too oblique to be answerable.** **No order.**

74	1562	388	To produce the joint venture agreement.	Irrelevant. Refusal Maintained.	**For the reasons set out at refusal 73, above, no order.**
75	1660	407	To provide full disclosure of all documentation in relation to this sale transaction, including all communications with the DeGasperis family and their companies and other particulars.	Irrelevant. Refusal Maintained.	**Too broadly framed, no order.**
76	1690	416	To produce the trust declaration for Puccini North Developments Inc.	Irrelevant. Refusal Maintained.	**Sufficient relevance established.** **This document to be produced.** **Order accordingly.**
77	1704	418	To advise whether the transfer, setting up of the JV, doing the new mortgage, all these things were happening at the same time.	Irrelevant. Refusal Maintained.	**Sufficient relevance established.** **This question to be answered.** **Order accordingly.**
78	1714	421	To provide a copy of the bill including the HST number for each one of the commitment fees charged.	The bill is not required. There was no commitment fee. There was however a Lender Fee. The Lender fee was set out in a separate letter at the end of the Commitment Letter and no HST is applicable to a Lender Fee.	**On review of the transcript, this question was sufficiently answered.** **No order.**

79	1717	422	To provide copies of the bill for one percent loan management fees in accordance with the terms of the commitment letter.	The bill is not required. The information was set out in a separate letter at the end of the Commitment Letter.	**On review of the transcript, this question was sufficiently answered.** **No order.**
80	1724	424	To provide a copy of the bill of legal fees.	Irrelevant. Refusal Maintained.	**Insufficiently relevant.** **No order.**
81	1745	427	To produce the TD Bank commitment.	Irrelevant. Refusal Maintained.	**Sufficient relevance established.** **This document to be produced.** **Order accordingly.**
82	1746	427	To produce the submissions that were made by Brushwood to the TD Bank.	We don't have these.	**Insufficiently relevant.** **No order.**
83	1749	428	To answer if there is an agreement with the participants under the sale of the Phase IV lands; their equity position and any recovery in this proceeding.	Irrelevant. Refusal Maintained.	**Sufficient relevance established.** **This question to be answered.** **Order accordingly.**
84	1751	429	To answer if the deponent is billing Brushwood or any other entity for his testimony.	Irrelevant. Refusal Maintained.	**Insufficiently relevant.** **No order.**

85	1771	434	To advise if there was an arrangement made with Renova Recycling Ltd.	Irrelevant. Refusal Maintained.	**Sufficient relevance established, albeit a poorly worded question.** **This question to be answered as asked.** **Order accordingly.**
86	1781	437	To advise who else other than Angelo DeGasperis would have knowledge if the Con-Drain arrangement.	Irrelevant. Refusal Maintained.	**Hypothetical question.** **No order**
87	1797	439	To answer is it dollar for dollar, out of the 6 million and $70,000 registered second mortgage, $3,643,861.22 is Dapaul's.	The question is unclear.	**Question to unclear to answer as asked.** **No order.**
88	1798	441	To answer regarding the reference plan that is registered recently and a bylaw that is registered recently, and whether the deponent believes that neither of these two items changes the yield on the property.	The question is unclear.	**Question to unclear to answer as asked.** **No order.**
89	1799	442	To answer if the TD Bank was aware of the contemplated structure of the transaction.	Mr. Greenberg does not know.	**Impossible to answer as asked.** **No order.**

90	1800	442	To answer if the TD Bank consented to the subsequent encumbrance in favour of 2424419 Ontario.	Mr. Greenberg does not know.	**Answered as far as possible by this witness.** **No order.**
91	1801	443	To answer if the 2424419 Ontario mortgage has been discharged now.	Mr. Greenberg cannot answer the question unless he is able to see the parcel register.	**Sufficient relevance established, albeit a poorly worded question.** **This question to be answered as asked.** **Order accordingly.**
92	1802	443	To answer if the deponent is involved in another transaction with Mr. Jinnah's wife.	Irrelevant. Refusal Maintained.	**Too vague a question as asked.** **No order.**
93	1803	444	To answer if the deponent told some of the lien claimants that he was involved in another transaction with Mr. Jinnah's family members.	Irrelevant. Refusal Maintained.	**Irrelevant.** **No order.**
94	1804	444	To answer if Mr. Jinnah or his family has been promised any consideration, either in this Puccini North venture or any other venture.	Irrelevant. Refusal Maintained.	**Sufficient relevance established, albeit a poorly worded question.** **This question to be answered as asked insofar as it relates to the Puccini North venture.** **Order accordingly.**

95	1812	447	To answer if the deponent referred Mr. Jinnah to Chaitons.	This question is unclear.	**Irrelevant.** **No order.**
96	2039	489	To answer whether all the principal has been recovered for all of the private lenders.	No.	**Answered.** **No order.**

* Unmarked Refusal

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

Applicant

Court File No. 13-10362-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

RESPONDING
MOTION RECORD

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