

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

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

MOTION RECORD

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Lawyers for the Lien Claimants, Argo
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**TO:
SEE SERVICE LIST ATTACHED
AS SCHEDULE "A" HERETO**

**ONTARIO
SUPERIOR COURT OF JUSTICE
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STREAMS HOMES INC., SILVER STREAMS HOMES (PUCCINI) INC., 2148993 ONTARIO
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Lawyers for Canator Exterior Inc.	
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IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
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AND 2147650 ONTARIO INC

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NOTICE OF MOTION

The Moving Parties, Argo Lumber Inc. and Newmar Window Manufacturing Inc. will make a motion to Judge presiding over the Commercial List on **October 16, 2014** at 9:30 a.m., or as soon thereafter as the motion can be heard at 330 University Avenue, Toronto, Ontario.

THE MOTION WILL BE HEARD orally.

THE MOTION IS FOR:

1. An order extending the Claims Deadline set under the Order of the Honourable Mr. Justice Wilton-Siegel dated January 16, 2014, to permit the moving parties, Argo Lumber Inc. and Newmar Window Manufacturing Inc., to file all documentation relating to their lien claims as provided to the Monitor on or about August 14, 2014;
2. If necessary, an order abridging the time for service and filing of this notice of motion and the motion record and dispensing with service on any person other than those served; and
3. Such further and other relief as counsel may request and this Honourable Court may permit.

THE GROUNDS FOR THE MOTION ARE:

1. Argo Lumber Inc. ("Argo") supplied lumber, trusses and related building materials to an improvement on the Lands described on the attached Schedule "B" ("Project"). Argo Lumber Inc. delivered the materials and services requested with the sum of \$135,060.11, including H.S.T., remaining unpaid and owing to Argo.
2. On October 18, 2013, Argo caused to be registered a Claim for Lien against title to the Lands in the Land Registry Office for the Land Titles Division of York Region in Newmarket, (No. 65), as Instrument No. YR2048904.
3. On November 27, 2013, Argo caused a Statement of Claim to be issued to perfect its Claim for Lien as against the Defendants, 2147681 Ontario Inc., 2148990 Ontario Inc., 2147650 Ontario Inc., 2148993 Ontario Inc., Dapaul Management Limited, Silver Streams Homes (Puccini) Inc., Silver Streams Homes Inc., Puccini Mortgage Corp., Dapaul Management Limited, 388242 Ontario Limited, Foremost Mortgage Holding Corporation, Bank of Montreal, 53 Puccini Mortgage Corp., Nastell Investments Limited, Castle Lane Design Group Inc. and Home Trust Company.
4. Newmar Window Manufacturing Inc. ("Newmar") supplied windows, doors and related building materials to the Project. Newmar delivered the materials and services requested with the sum of \$67,793.32, including H.S.T., remaining unpaid and owing to Newmar.
5. On October 22, 2013, Newmar caused to be registered a Claim for Lien against title to the Lands in the Land Registry Office for the Land Titles Division of York Region in Newmarket, (No. 65), as Instrument No. YR2050277.
6. On November 27, 2013, Newmar caused a Statement of Claim to be issued to perfect its Claim for Lien as against the Defendants, 2147681 Ontario Inc., 2148990 Ontario Inc., 2147650 Ontario Inc., 2148993 Ontario Inc., Dapaul Management Limited, Silver Streams Homes (Puccini) Inc., Silver Streams Homes Inc., Puccini Mortgage Corp., Dapaul Management Limited, 388242 Ontario Limited, Foremost Mortgage Holding

Corporation, Bank of Montreal, 53 Puccini Mortgage Corp., Nastell Investments Limited, Castle Lane Design Group Inc. and Home Trust Company.

7. On or about December 17, 2013, an order under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 ("CCAA"), as amended, was granted by the Honourable Mr. Justice Newbould.

8. Under paragraph 11 of the Order of December 17, 2013, the Court granted a stay of all proceedings as against Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148993 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario Inc. and 2147650 Ontario Inc.

9. The stay of proceedings was thereafter extended by the following orders:

- (a) The Order of the Honourable Mr. Justice Wilton-Siegel dated January 16, 2014;
- (b) The Order of the Honourable Mr. Justice Newbould dated April 17, 2014; and
- (c) The Order of the Honourable Mr. Justice D. Brown dated June 26, 2014.

10. On or about January 16, 2014, the Honourable Mr. Justice Wilton-Siegel made an Order which, *inter alia*, set out a Claims process.

11. Counsel for Argo Lumber Inc. and Newmar Window Manufacturing Inc. was present in Court on January 16, 2014, when the order was made establishing the Claims process.

12. Paragraphs 8 and 9 of the Order of the Honourable Mr. Justice Wilton-Siegel sets out the requirements with respect to the filing of Secured Claims. Under paragraph 1(q) of the Order, "Secured Claims" includes, *inter alia*, construction lien claimants.

13. Under paragraph 8 of the January 16, 2014 Order, the Court ordered that all lien claimants deliver to the Monitor their written submissions together with all supporting documentation respecting the validity, quantum and priority of their Secured Claims by the Claims Deadline or such later date as the Monitor may agree or the Court may order prior to the Claims Deadline, failing which, the secured claim of such claimant against the Property shall be extinguished and forever barred.

14. With respect to information and documentation, paragraph 9 of the Order provides that, in the case of lien claimants, information and documentation includes "a complete copy of the contract or subcontract, change orders, evidence of the date of last supply of work or services, a copy of all invoices, time sheets and a detailed statement of account including all payments received".

15. Paragraph 1(e) of the January 16, 2014 Order, establishes the Claims Deadline as 5 p.m. (E.S.T.) on February 14, 2014.

16. Under paragraph 4 of the January 16, 2014 Order, the Court ordered that the Monitor shall cause a Notice of Creditors to be sent to each Known Creditor by facsimile transmission, electronic communication or regular prepaid mail on or before January 21, 2014.

17. On January 17, 2014, counsel for Argo and Newmar received an email from Ian Aversa, counsel for the Monitor, attaching the Notice to Creditors in compliance with the Order of the Honourable Mr. Justice Wilton-Siegel.

18. Through oversight, counsel for Argo and Newmar failed to diarize the Claims Deadline in the firm calendar and, as a result, Argo and Newmar failed to file their information and documentation in accordance with the Order of the Honourable Mr. Justice Wilton-Siegel by the Claims Deadline.

19. On or about July 25, 2014, motion materials were served by a number of mortgagees referred to as private lenders in respect of a dispute concerning the fees of counsel for the Monitor, as well as issues concerning whether or not the Claims Process

should be abandoned or revised. At the time the motion materials were delivered, counsel for Argo and Newmar was involved in the preparation of lengthy written closing submissions for a 10-week trial and, thereafter, away on vacation.

20. Upon return from vacation, counsel for Argo and Newmar reviewed the Responding Motion Record and noted, for the first time, that the Claims of neither Argo nor Newmar were included on a Claims Summary prepared as an attachment to an email sent by counsel for the Monitor.

21. At that point and upon further inquiries being made, counsel for Argo Lumber Inc. and Newmar Window Manufacturing Inc., realized that the Claims Deadline set out in the Order of the Honourable Mr. Justice Wilton-Siegel had not been diarized by counsel for Argo Lumber Inc. and Newmar Window Manufacturing Inc., and therefore, the information and documentation in respect of the moving parties' claims had not been submitted to the Monitor.

22. As a result, on August 14, 2014, counsel for the moving parties, wrote to the Monitor and submitted the required information and documentation on behalf of Argo Lumber Inc. and Newmar Window Manufacturing Inc.

23. In response, on August 19, 2014, Ian Aversa, counsel for the Monitor, wrote to counsel for the moving parties, acknowledging receipt of the documentation and information and advising that it was to have been submitted to the Monitor by February 14, 2014. In his letter, Mr. Aversa further advises that the Monitor intends to raise the issue of the moving parties' claims with the Vetting Committee and will keep the moving parties abreast of any recent developments.

24. Mr. Aversa has advised counsel for the moving parties that only one meeting has been held by the Vetting Committee with a second meeting anticipated to take place in September 2014. A number of the mortgagees, referred to as "private lenders", have filed materials in response to a motion for an order approving the fourth report of the Monitor, alleging that the Monitor has not followed the Claims Process set out in the Order

of the Honourable Mr. Justice Wilton-Siegel in that the Monitor has failed to deliver Notices of Disallowance to the Secured Claims in accordance with the deadlines set out in the Order.

25. Further, it appears that the lien claims will be referred for determination to an arbitrator or referee and, therefore, the Claims Process will be abandoned.

26. Therefore, it appears that no Notices of Disallowance have been delivered by the Monitor as required by the Order of the Honourable Mr. Justice Wilton-Siegel. It also appears that the Claims Process has not proceeded as ordered, nor has it been completed.

27. Based on the above, the moving parties submit that no prejudice would result in the granting of an order extending the deadline to permit the moving parties to file their information and documentation in support of their claims.

28. At all times it has been the intention, and it remains the intention, of the moving parties to pursue their claims for the amounts outlined above.

29. Rules 1.05, 2.03, 3.02, 37 and 57.03 of the *Rules of Civil Procedure*; and

30. Such further and other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of this motion:

1. The Affidavit of Sonja Turajlich and the exhibits referred to therein; and
2. Such further and other material as counsel may advise and this Honourable Court may permit.

August 27, 2014

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SCHEDULE "A"

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Schedule "B"

PIN# 03206-3418 LT
LOT 1, PLAN 65M4249; TOWN OF RICHMOND HILL

PIN# 03206-3440 LT
LOT 23, PLAN 65M4249; SUBJECT TO AN EASEMENT IN GROSS OVER PT #2,
65R32917 AS IN YR1620823; TOWN OF RICHMOND HILL

PIN# 03206-3441 LT
LOT 24, PLAN 65M4249; SUBJECT TO AN EASEMENT IN GROSS OVER PT #2,
65R32917 AS IN YR1620823; TOWN OF RICHMOND HILL

PIN# 03206-3501 LT
LOT 18, PLAN 65M4331; TOWN OF RICHMOND HILL

PIN# 03206-3502 LT
LOT 19, PLAN 65M4331; TOWN OF RICHMOND HILL

PIN# 03206-3503 LT
LOT 20, PLAN 65M4331; TOWN OF RICHMOND HILL

PIN# 03206-3505 LT
LOT 22, PLAN 65M4331; TOWN OF RICHMOND HILL

PIN# 03206-3506 LT
LOT 23, PLAN 65M4331; TOWN OF RICHMOND HILL

PIN# 03206-3507 LT
LOT 24, PLAN 65M4331; TOWN OF RICHMOND HILL

PIN# 03206-3508 LT
LOT 25, PLAN 65M4331; TOWN OF RICHMOND HILL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

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

AFFIDAVIT OF SONJA TURAJLICH

I, **SONJA TURAJLICH**, of the Town of Aurora, Province of Ontario, MAKE OATH
AND SAY AS FOLLOWS:

1. I am a lawyer with the firm of Bisceglia & Associates, Professional Corporation, counsel for the lien claimants, Argo Lumber Inc. and Newmar Window Manufacturing Inc., and, as such, have knowledge, information and belief of the matters hereinafter deposed to. Where information is obtained from third parties, verily believe it to be true.
2. Argo Lumber Inc. ("Argo") supplied lumber, trusses and related building materials to an improvement on the Lands described on the attached Schedule "B" ("Project"). Argo Lumber Inc. delivered the materials and services requested with the sum of \$135,060.11, including H.S.T., remaining unpaid and owing to Argo.
3. On October 18, 2013, Argo caused to be registered a Claim for Lien against title to the Lands in the Land Registry Office for the Land Titles Division of York Region in

Newmarket, (No. 65), as Instrument No. YR2048904. Attached and marked as **Exhibit "A"** is a copy of the Claim for Lien registered on October 18, 2013.

4. On November 27, 2013, Argo caused a Statement of Claim to be issued to perfect its Claim for Lien as against the Defendants, 2147681 Ontario Inc., 2148990 Ontario Inc., 2147650 Ontario Inc., 2148993 Ontario Inc., Dapaul Management Limited, Silver Streams Homes (Puccini) Inc., Silver Streams Homes Inc., Puccini Mortgage Corp., Dapaul Management Limited, 388242 Ontario Limited, Foremost Mortgage Holding Corporation, Bank of Montreal, 53 Puccini Mortgage Corp., Nastell Investments Limited, Castle Lane Design Group Inc. and Home Trust Company. Attached and marked as **Exhibit "B"** is a copy of the Statement of Claim issued on November 27, 2013.
5. Newmar Window Manufacturing Inc. ("Newmar") supplied windows, doors and related building materials to the Project. Newmar delivered the materials and services requested with the sum of \$67,793.32, including H.S.T., remaining unpaid and owing to Newmar.
6. On October 22, 2013, Newmar caused to be registered a Claim for Lien against title to the Lands in the Land Registry Office for the Land Titles Division of York Region in Newmarket, (No. 65), as Instrument No. YR2050277. Attached and marked as **Exhibit "C"** is a copy of the Claim for Lien registered on October 22, 2013.
7. On November 27, 2013, Newmar caused a Statement of Claim to be issued to perfect its Claim for Lien as against the Defendants, 2147681 Ontario Inc., 2148990 Ontario Inc., 2147650 Ontario Inc., 2148993 Ontario Inc., Dapaul Management Limited, Silver Streams Homes (Puccini) Inc., Silver Streams Homes Inc., Puccini Mortgage Corp., Dapaul Management Limited, 388242 Ontario Limited, Foremost Mortgage Holding Corporation, Bank of Montreal, 53 Puccini Mortgage Corp., Nastell Investments Limited, Castle Lane Design Group Inc. and Home Trust Company. Attached and marked as **Exhibit "D"** is a copy of the Statement of Claim issued on November 27, 2013.

8. On or about December 17, 2013, an order under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C.-36 ("CCAA"), as amended, was granted by the Honourable Mr. Justice Newbould. Attached and marked as **Exhibit "E"** is a copy of the Order of December 17, 2013.
9. Under paragraph 11 of the order of December 17, 2013, the Court granted a stay of all proceedings as against Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148993 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario Inc. and 2147650 Ontario Inc.
10. The stay of proceedings was thereafter extended by the following orders:
 - a. The Order of the Honourable Mr. Justice Wilton-Siegel dated January 16, 2014. Attached and marked as **Exhibit "F"** is a copy of the Order of January 16, 2014;
 - b. The Order of the Honourable Mr. Justice Newbould dated April 17, 2014. Attached and marked as **Exhibit "G"** is a copy of the Order of April 17, 2014; and
 - c. The Order of the Honourable Mr. Justice D. Brown dated June 26, 2014. Attached and marked as **Exhibit "H"** is a copy of the Order of June 26, 2014.
11. On or about January 16, 2014, the Honourable Mr. Justice Wilton-Siegel made an Order which, *inter alia*, set out a Claims process.
12. I was present as counsel for Argo Lumber Inc. and Newmar Window Manufacturing Inc. in Court on January 16, 2014, when the order was made establishing the Claims process.
13. Paragraphs 8 and 9 of the Order of the Honourable Mr. Justice Wilton-Siegel sets out the requirements with respect to the filing of Secured Claims. Under paragraph 1(q) of the Order, "Secured Claims" includes, *inter alia*, construction lien claimants.

14. Under paragraph 8 of the January 16, 2014 Order, the Court ordered that all lien claimants deliver to the Monitor their written submissions together with all supporting documentation respecting the validity, quantum and priority of their Secured Claims by the Claims Deadline or such later date as the Monitor may agree or the Court may order prior to the Claims Deadline, failing which, the secured claim of such claimant against the Property shall be extinguished and forever barred.
15. With respect to information and documentation, paragraph 9 of the Order provides that, in the case of lien claimants, information and documentation includes "a complete copy of the contract or subcontract, change orders, evidence of the date of last supply of work or services, a copy of all invoices, time sheets and a detailed statement of account including all payments received".
16. Paragraph 1(e) of the January 16, 2014 order, establishes the Claims Deadline as 5 p.m. (E.S.T.) on February 14, 2014;
17. Under paragraph 4 of the January 16, 2014 Order, the Court ordered that the Monitor shall cause a Notice of Creditors to be sent to each Known Creditor by facsimile transmission, electronic communication or regular prepaid mail on or before January 21, 2014.
18. On January 17, 2014, counsel for Argo and Newmar received an email from Ian Aversa, counsel for the Monitor, attaching the Notice to Creditors in compliance with the Order of the Honourable Mr. Justice Wilton-Siegel. Attached and marked as **Exhibit "I"** is a copy of the email from Ian Aversa.
19. Through oversight, I failed to diarize the Claims Deadline in the firm calendar and, as a result, Argo and Newmar failed to file their information and documentation in accordance with the Order of the Honourable Mr. Justice Wilton-Siegel by the Claims Deadline.
20. On or about July 25, 2014, motion materials were served by a number of mortgagees referred to as private lenders in respect of a dispute concerning the

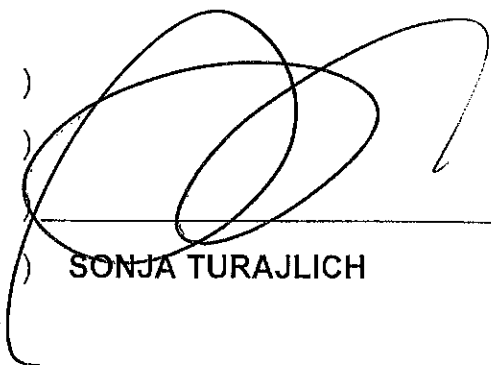
fees of counsel for the Monitor, as well as issues concerning whether or not the Claims Process should be abandoned or revised. At the time the motion materials were delivered, I was involved on a full time basis in the preparation of lengthy written closing submissions for a 10-week trial and, thereafter, away on vacation.

21. Upon my return from vacation, I reviewed the Responding Motion Record and noted, for the first time, that the Claims of neither Argo nor Newmar were included on a Claims Summary prepared as an attachment to an email sent by counsel for the Monitor.
22. At that point and upon further inquiries being made by me, I realized that the Claims Deadline set out in the Order of the Honourable Mr. Justice Wilton-Siegel had not been diarized by counsel for Argo Lumber Inc. and Newmar Window Manufacturing Inc., and therefore, the information and documentation in respect of the moving parties' claims had not been submitted to the Monitor;
23. As a result, on August 14, 2014, Emilio Bisceglia wrote to the Monitor and submitted the following material on behalf of Argo Lumber Inc. and Newmar Window Manufacturing Inc. Attached hereto and marked as **Exhibit "J"** and **Exhibit "K"** are Mr. Bisceglia's letters responding.
24. In response, on August 19, 2014, Ian Aversa, counsel for the Monitor, wrote to counsel for the moving parties, acknowledging receipt of the documentation and advising that the documentation was to have been submitted to the Monitor by February 14, 2014. In his letter, Mr. Aversa further advises that the Monitor intends to raise the issue of the moving parties' claims with the Vetting Committee and will keep the moving parties abreast of any recent developments. Attached hereto and marked as **Exhibit "L"** and **Exhibit "M"** are Mr. Aversa's letters.
25. Mr. Aversa has advised me at or about mid August 2014 that only one meeting has been held by the Vetting Committee with a second meeting anticipated to take place in September 2014.

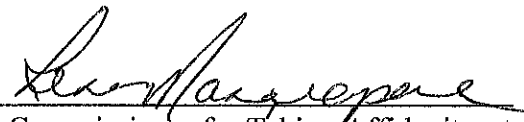
26. A number of the mortgagees, referred to as "private lenders", have filed materials in response to a motion for an order approving the fourth report of the Monitor, alleging that the Monitor has not followed the Claims Process set out in the Order of the Honourable Mr. Justice Wilton-Siegel in that the Monitor has failed to deliver Notices of Disallowance to the Secured Claims in accordance with the deadlines set out in the Order.
27. Further, it appears from the statement made in paragraph 22 of the Affidavit sworn by Imran Jinnah on September 16, 2014 (in support of a motion by the Applicants returnable September 23, 2014, to, inter alia, extend the stay and approved the fourth and fifth reports of the Monitor) that the lien claims will be referred for determination to an arbitrator and, therefore, the Claims Process will be abandoned.
28. Therefore, it appears that no Notices of Disallowance have been delivered by the Monitor as required by the Order of the Honourable Mr. Justice Wilton-Siegel. Therefore, it appears that the Claims Process has not proceeded as ordered, nor has it been completed.
29. Based on the above, I believe that no prejudice would result in the granting of an order extending the deadline to permit the moving parties to file their information and documentation in support of their claims.
30. At all times it has been the intention, and it remains the intention, of the moving parties to pursue their claims for the amounts outlined above.
31. I make this affidavit in support of the within motion and for no other or improper purpose.

SWORN BEFORE ME in the City
of Vaughan, in the Regional
Municipality of York, this 26 day
of September, 2014

Lena Mangiapane
A Commissioner, etc.
Lena Mangiapane, a Commissioner, etc.
Regional Municipality of York, for Bisceglia &
Associates Professional Corporation,
Barristers and Solicitors. Expires February 27, 2017.

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)

SONJA TURAJLICH

*This is **Exhibit "A"** referred
to in the Affidavit of **Sonja Turajlich**
sworn before me this 26th
day of September, 2014*


A Commissioner for Taking Affidavits, etc.

Lena Mangiapane, a Commissioner, etc.,
Regional Municipality of York, for Bisceglia &
Associates Professional Corporation,
Barristers and Solicitors. Expires February 27, 2017.

LRO # 65 Construction Lien

Receipted as YR2048904 on 2013 10 18 at 14:08

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

yyyy mm dd Page 1 of 6

Properties

PIN 03206 - 3418 LT
Description LOT 1, PLAN 65M4249; TOWN OF RICHMOND HILL
Address RICHMOND HILL

PIN 03206 - 3440 LT
Description LOT 23, PLAN 65M4249; SUBJECT TO AN EASEMENT IN GROSS OVER PT 2, 65R32917 AS IN YR1620823; TOWN OF RICHMOND HILL
Address RICHMOND HILL

PIN 03206 - 3441 LT
Description LOT 24, PLAN 65M4249; SUBJECT TO AN EASEMENT IN GROSS OVER PT 3, 65R32917 AS IN YR1620823; TOWN OF RICHMOND HILL
Address RICHMOND HILL

PIN 03206 - 3501 LT
Description LOT 18, PLAN 65M4331; TOWN OF RICHMOND HILL
Address RICHMOND HILL

PIN 03206 - 3502 LT
Description LOT 19, PLAN 65M4331; TOWN OF RICHMOND HILL
Address RICHMOND HILL

PIN 03206 - 3503 LT
Description LOT 20, PLAN 65M4331; TOWN OF RICHMOND HILL
Address RICHMOND HILL

PIN 03206 - 3505 LT
Description LOT 22, PLAN 65M4331; TOWN OF RICHMOND HILL
Address RICHMOND HILL

PIN 03206 - 3506 LT
Description LOT 23, PLAN 65M4331; TOWN OF RICHMOND HILL
Address RICHMOND HILL

PIN 03206 - 3507 LT
Description LOT 24, PLAN 65M4331; TOWN OF RICHMOND HILL
Address RICHMOND HILL

PIN 03206 - 3508 LT
Description LOT 25, PLAN 65M4331; TOWN OF RICHMOND HILL
Address RICHMOND HILL

PIN 03206 - 3509 LT
Description BLOCK 26, PLAN 65M4331; SUBJECT TO AN EASEMENT IN GROSS OVER PT 11 65R33105 AS IN LB43081; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 11 & 12 65R33105 AS IN YR1403804; TOWN OF RICHMOND HILL
Address RICHMOND HILL

PIN 03206 - 3510 LT
Description BLOCK 27, PLAN 65M4331; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 14 & 16 65R33105 AS IN YR1403804; TOWN OF RICHMOND HILL
Address RICHMOND HILL

PIN 03206 - 3467 LT
Description PT LT 2 PL M807, PT 2 65R32855 ; S/T PT W 1/2 LOT 30, CON 2, MARKHAM AS IN MA49406; TOWN OF RICHMOND HILL
Address RICHMOND HILL

PIN 03206 - 3469 LT
Description PT LT 1 PL M807, PT 1 65R32855 ; S/T PT W 1/2 LOT 30, CON 2, MARKHAM, AS IN MA49406; TOWN OF RICHMOND HILL
Address RICHMOND HILL

LRO # 65 Construction Lien

Receipted as YR2048904 on 2013 10 18 at 14:08

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

yyyy mm dd Page 2 of 6

Properties

PIN 03206 - 0309 LT
Description PCL 8-1 SEC M807; LT 8 PL M807 ; S/T LB43081 RICHMOND HILL
Address 2 VERDI ROAD
RICHMOND HILL

Consideration

Consideration \$ 135,060.11

Claimant(s)

Name ARGO LUMBER INC.
Address for Service c/o Alpa Lumber Inc., 7630 Airport Rd, Mississauga, Ont L4T 4G6
Solicitor: Emilio Bisceglia
7941 Jane St, Ste 200
Concord, Ont
L4K 4L6

I, ZENA HANSON, am the agent of the lien claimant and have informed myself of the facts stated in the claim for lien and believe them to be true.

I, ZENA HANSON, have the authority to bind the corporation.

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

Statements

Name and Address of Owner See Schedule Name and address of person to whom lien claimant supplied services or materials See Schedule Time within which services or materials were supplied from 2012/12/11 to 2013/09/03 Short description of services or materials that have been supplied : Lumber, roof trusses and related building supplies Contract price or subcontract price \$135,060.11 (HST incl) Amount claimed as owing in respect of services or materials that have been supplied \$135,060.11 (HST incl)

The lien claimant claims a lien against the interest of every person identified as an owner of the premises described in said PIN to this lien

Schedule: See Schedules

Signed By

Anne Scott 85 Rosebury Lane acting for Signed 2013 10 18
Woodbridge Applicant(s)
L4L 3Z1

Tel 905-264-1632

Fax 905-264-1059

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

Submitted By

SUMMIT SEARCH LIMITED 85 Rosebury Lane 2013 10 18
Woodbridge
L4L 3Z1

Tel 905-264-1632

Fax 905-264-1059

Fees/Taxes/Payment

Statutory Registration Fee \$60.00

Total Paid \$60.00

Claim for Lien
(Page 1)

Construction Lien Act, R.S.O. 1990 ch. c.30

CLAIM FOR LIEN

Under Section 34 of the Act

Name of Lien Claimant:	ARGO LUMBER INC.
Address for Service:	c/o Alps Lumber Inc. 7630 Airport Road, Mississauga, Ontario L4T 4G6
Name of owner:	2147681 ONTARIO INC.
Address:	103 NAUGHTON DRIVE, RICHMOND, HILL, ONTARIO, L4C 8B3
Name of owner:	2148990 ONTARIO INC.
Address:	103 NAUGHTON DRIVE, RICHMOND, HILL, ONTARIO, L4C 8B3
Name of owner:	2148991 ONTARIO INC.
Address:	103 NAUGHTON DRIVE, RICHMOND, HILL, ONTARIO, L4C 8B3
Name of owner:	2147650 ONTARIO INC.
Address:	103 NAUGHTON DRIVE, RICHMOND, HILL, ONTARIO, L4C 8B3
Name of owner:	2148993 ONTARIO INC.
Address:	103 NAUGHTON DRIVE, RICHMOND, HILL, ONTARIO, L4C 8B3
Name of owner:	KING SOUTH DEVELOPMENTS VERDI INC.
Address:	181 EGLINTON AVENUE EAST, SUITE 204, TORONTO, ONTARIO, M4P 1J4
Name of owner:	DAPAU MANAGEMENT LIMITED
Address:	181 EGLINTON AVENUE EAST, SUITE 204, TORONTO, ONTARIO, M4P 1J4
Name of owner:	SILVER STREAMS HOMES (BUCCINI) INC.
Address:	103 NAUGHTON DRIVE, RICHMOND, HILL, ONTARIO, L4C 8B3
Name of owner:	SILVER STREAMS HOMES INC.
Address:	103 NAUGHTON DRIVE, RICHMOND, HILL, ONTARIO, L4C 8B3
Name of person to whom lien claimant supplied services or materials:	
Name:	2147681 ONTARIO INC.
Address:	103 NAUGHTON DRIVE, RICHMOND, HILL, ONTARIO, L4C 8B3
Name:	2148990 ONTARIO INC.
Address:	103 NAUGHTON DRIVE, RICHMOND, HILL, ONTARIO, L4C 8B3
Name:	2148991 ONTARIO INC.
Address:	103 NAUGHTON DRIVE, RICHMOND, HILL, ONTARIO, L4C 8B3
Name:	2147650 ONTARIO INC.
Address:	103 NAUGHTON DRIVE, RICHMOND, HILL, ONTARIO, L4C 8B3

-2-

Name: 2148993 ONTARIO INC.
Address: 103 NAUGHTON DRIVE, RICHMOND, HILL, ONTARIO,
L4C 8B3

Name: KING SOUTH DEVELOPMENTS VERDI INC.
Address: 181 EGLINTON AVENUE EAST, SUITE 204, TORONTO,
ONTARIO, M4P 1J4

Name: CAPPAUL MANAGEMENT LIMITED
Address: 181 EGLINTON AVENUE EAST, SUITE 204, TORONTO,
ONTARIO, M4P 1J4

Name: SILVER STREAMS HOMES (PUCCINI) INC.
Address: 103 NAUGHTON DRIVE, RICHMOND, HILL, ONTARIO,
L4C 8B3

Name: SILVER STREAMS HOMES INC.
Address: 103 NAUGHTON DRIVE, RICHMOND, HILL, ONTARIO,
L4C 8B3

Time within which services or materials were supplied:

from DECEMBER 11, 2012 to SEPTEMBER 3, 2013
(date supply commenced) (date of last subject supply)

Short description of services or materials that have been supplied:

Lumber, roof trusses and related building materials

Contract price or subcontract price: \$135,060.11
(H.S.T. included)

Amount claimed as owing in respect of services
or materials that have been supplied: \$135,060.11
(H.S.T. included)

(Use A where the lien attaches to the premises; use B where the lien does not attach to the premises)

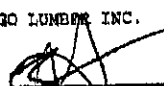
A. The lien claimant claims a lien against the interest of every person identified above as an owner of the premises described in Schedule A to this claim for lien.

~~By the lien claimant claims a charge against the indebtedness required to be retained under the Act and any subcontract amount owed by a payee to the contractor or to any subcontractor whose contract or subcontract was in whole or in part performed by the services or materials that have been supplied by the lien claimant in relation to the premises at:~~

(address or other identification of the location of the premises)

ARGO LUMBER INC.

Date: October 18, 2013

Per:  - AGENT
I have authority to bind the
Corporation
(signature of claimant or agent)

(Page 3)

**Construction Lien Act, R.S.O. 1990, ch. c.30
SCHEDULE A**To the claim for lien of: **ARGO LUMBER INC.****Description of premises:**

(Where the lien attaches to the premises, provide a description of the premises sufficient for registration under the Land Titles Act or the Registry Act, as the case may be.)

PIN#03206-3418 LT
LOT 1, PLAN 65M4249; TOWN OF RICHMOND HILLPIN# 03206-3440 LT
LOT 23, PLAN 65M4249; SUBJECT TO AN EASEMENT IN GROSS OVER PT #2,
65R32917 AS IN YR1620823; TOWN OF RICHMOND HILLPIN# 03206-3441 LT
LOT 24, PLAN 65M4249; SUBJECT TO AN EASEMENT IN GROSS OVER PT #2,
65R32917 AS IN YR1620823; TOWN OF RICHMOND HILLPIN# 03206-3501 LT
LOT 18, PLAN 65M4331; TOWN OF RICHMOND HILLPIN# 03206-3502 LT
LOT 19, PLAN 65M4331; TOWN OF RICHMOND HILLPIN# 03206-3503 LT
LOT 20, PLAN 65M4331; TOWN OF RICHMOND HILLPIN# 03206-3505 LT
LOT 22, PLAN 65M4331; TOWN OF RICHMOND HILLPIN# 03206-3506 LT
LOT 23, PLAN 65M4331; TOWN OF RICHMOND HILLPIN# 03206-3507 LT
LOT 24, PLAN 65M4331; TOWN OF RICHMOND HILLPIN# 03206-3508 LT
LOT 25, PLAN 65M4331; TOWN OF RICHMOND HILLPIN#03206-3509 LT
BLOCK 26, PLAN 65M4331; SUBJECT TO AN EASEMENT IN GROSS OVER PT 11
65R33105 AS IN LR43081; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 11 & 12
65R33105 AS IN YR1403804; TOWN OF RICHMOND HILLPIN#03206-3510 LT
BLOCK 27, PLAN 65M4331; SUBJECT TO AN EASEMENT IN GROSS OVER PT 14 & 16
65R33105 AS IN YR1403804; TOWN OF RICHMOND HILLPIN#03206-3467 LT
PT LT 2 PL M807, PT 2 65R32855; S/T PT W 1/2 LOT 30, CON 2, MARKHAM AS IN
NA49406; TOWN OF RICHMOND HILLPIN#03206-3468 LT
PT LT 1 PL M807, PT 1 65R32855; S/T PT W 1/2 LOT 30, CON 2, MARKHAM AS IN
NA49406; TOWN OF RICHMOND HILLPIN#03206-0308 LT
PCL 8-1, REC M807; LT 0 PL M807; S/T LR43081; TOWN OF RICHMOND HILL

-4-

AFFIDAVIT OF VERIFICATION OF LIEN CLAIM UNDER SECTION 34 OF THE ACT

I, ZENA HANSON - AGENT

swear and say (or affirm) as follows:

- ~~A. 1. I am the lien claimant named in the attached claim for lien.~~
~~2. The facts stated in the claim for lien are true.~~
 B. 1. I am the agent of the lien claimant named in the attached claim for lien.
 2. I have informed myself of the facts stated in the claim for lien, and I believe these facts to be true.
 C. 1. I am a trustee of the worker's trust fund which is named as the first claimant in the attached claim for lien.
~~2. I have informed myself of the facts stated in the claim for lien, and I believe these facts to be true.~~

Sworn (or affirmed) before me at the

City of Mississauga, in

the Province of Ontario

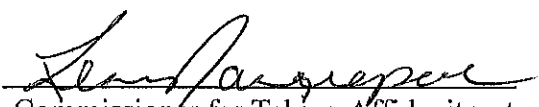
on October 18, 2013

(Deponent)

A Commissioner, etc.

Orest Matkowsky
 Orest Matkowsky, a Commissioner,
 etc., Regional Municipality of Peel, for
 Alpa Lumber Inc., and its subsidiary,
 associated and affiliated companies.
 Expires December 20, 2014.

*This is **Exhibit "B"** referred
to in the Affidavit of **Sonja Turajlich**
sworn before me this 26th
day of September, 2014*


A Commissioner for Taking Affidavits, etc.

Lena Mangiapane, a Commissioner, etc.,
Regional Municipality of York, for Bisceglia &
Associates Professional Corporation,
Barristers and Solicitors. Expires February 27, 2017.

CV-13-116990-00

Court File No.

Ontario
SUPERIOR COURT OF JUSTICE

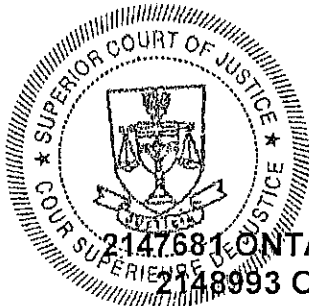
IN THE MATTER OF THE CONSTRUCTION LIEN ACT,
R.S.O. 1990, c.C.30

BETWEEN:

ARGO LUMBER INC.

Plaintiff

- and -



2147681 ONTARIO INC., 2148990 ONTARIO INC., 2147650 ONTARIO INC.,
2148993 ONTARIO INC., DAPaul MANAGEMENT LIMITED,
SILVER STREAMS HOMES (PUCCINI) INC., SILVER STREAMS HOMES INC.,
PUCCINI MORTGAGE CORP., DAPaul MANAGEMENT LIMITED, 388242 ONTARIO
LIMITED, FOREMOST MORTGAGE HOLDING CORPORATION, BANK OF
MONTREAL, 53 PUCCINI MORTGAGE CORP., NASTELL INVESTMENTS LIMITED,
CASTLE LANE DESIGN GROUP INC. and HOME TRUST COMPANY

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANT(S)

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff(s). The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the Plaintiff(s) lawyer(s) or, where the Plaintiff(s) do(es) not have a lawyer, serve it on the Plaintiff(s), and file it, with proof of service, in this court office, WITHIN TWENTY DAYS after this Statement of Claim is served on you, if you are served in Ontario.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY

LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL
LEGAL AID OFFICE.

DATE: NOV 27, 2013

ISSUED BY:


Local Registrar

ADDRESS OF COURT HOUSE:

50 Eagle Street West
Newmarket, Ontario
L3Y 6B1

TO: 2147681 ONTARIO INC.
103 NAUGHTON DRIVE
RICHMOND, HILL, ONTARIO
L4C 8B3

AND TO: 2148990 ONTARIO INC.
103 NAUGHTON DRIVE
RICHMOND, HILL, ONTARIO
L4C 8B3

AND TO: 2147650 ONTARIO INC.
103 NAUGHTON DRIVE
RICHMOND, HILL, ONTARIO
L4C 8B3

AND TO: 2148993 ONTARIO INC.
103 NAUGHTON DRIVE
RICHMOND, HILL, ONTARIO
L4C 8B3

AND TO: DAPPAUL MANAGEMENT LIMITED
181 EGLINTON AVENUE EAST, SUITE 204
TORONTO, ONTARIO
M4P 1J4

AND TO: SILVER STREAMS HOMES (PUCCINI) INC.
103 NAUGHTON DRIVE
RICHMOND, HILL, ONTARIO
L4C 8B3

AND TO: SILVER STREAMS HOMES INC.
103 NAUGHTON DRIVE
RICHMOND, HILL, ONTARIO
L4C 8B3

AND TO: PUCCINI MORTGAGE CORP.
C/O SUITE 204
181 EGLINTON AVENUE EAST
TORONTO, ONTARIO, M4P 1J4

AND TO: DAPaul MANAGEMENT LIMITED
C/O SUITE 204
181 EGLINTON AVENUE EAST
TORONTO, ONTARIO, M4P 1J4

AND TO: 388242 ONTARIO LIMITED
C/O SUITE 204
181 EGLINTON AVENUE EAST
TORONTO, ONTARIO, M4P 1J4

AND TO: FOREMOST MORTGAGE HOLDING CORPORATION
26 LESMILL ROAD, UNIT 1B
TORONTO, ONTARIO, M3B 2T5

AND TO: BANK OF MONTREAL
FIRST CANADIAN PLACE, 11th FLOOR
100 KING STREET WEST
TORONTO, ONTARIO, M5X 1A1

AND TO: 53 PUCCINI MORTGAGE CORP.
C/O SUITE 204
181 EGLINTON AVENUE EAST
TORONTO, ONTARIO, M4P 1J4

AND TO: NASTELL INVESTMENTS LIMITED
C/O SUITE 204
181 EGLINTON AVENUE EAST
TORONTO, ONTARIO, M4P 1J4

AND TO: CASTLE LANE DESIGN GROUP INC.
C/O SUITE 204
181 EGLINTON AVENUE EAST
TORONTO, ONTARIO, M4P 1J4

AND TO: HOME TRUST COMPANY
145 KING STREET WEST
SUITE 2300
TORONTO, ONTARIO, M5H 1J8

C L A I M

1. The Plaintiff claims as against the Defendants, or any of them:
 - (a) payment of the sum of \$135,060.11;
 - (b) alternatively, the sum of \$135,060.11 as restitution to the Plaintiff of the reasonable value of the materials and services supplied by the Plaintiff to the detriment of the Plaintiff and the benefit of the Defendants, all on the basis of *quantum meruit* and unjust enrichment;
 - (c) alternatively, the sum of \$135,060.11 as damages for breach of contract;
 - (d) pre-judgment and post-judgment interest at the rate of 2% per month or 24% per annum;
 - (e) in the alternative, pre-judgment and post-judgment interest pursuant to the provisions of the *Courts of Justice Act*, R.S.O. 1990, c.C.43, and any amendments thereto;
 - (f) its costs of this action on a substantial indemnity basis, including H.S.T.;
 - (g) that, in default of payment of the said sum of \$135,060.11 inclusive of H.S.T. plus costs, all the estate and interest of the Defendants in the lands and premises hereinafter described in Schedule "A" attached hereto ("Lands") be sold and the proceeds, together with the cash proceeds of any and all bonds or letters of credit paid into Court under the *Construction Lien Act* with respect to the improvement and premises be applied towards payment of the Plaintiff's claim for principal, interest and costs pursuant to the provisions of the *Construction Lien Act*;
 - (h) an order for declaration as to the holdback in relation to the Defendants and an order that the Plaintiff be paid any amounts owing;

- (i) full priority over the charges registered against the Lands including Puccini Mortgage Corp., DaPaul Management Limited, 388242 Ontario Limited, Foremost Mortgage Holding Corporation, Bank of Montreal, 53 Puccini Mortgage Corp., Nastell Investments Limited, Castlelane Design Group Inc., and Home Trust Company, or alternatively, priority to the extent of any deficiency in the holdbacks required to be retained by the Defendants, or any of them, and in addition, or in the further alternative, to the extent that the charges may be prior charges under the *Construction Lien Act*, priority over the charges of these Defendants to the extent that any portion advanced exceeded the actual value of the premises at the time when the first lien arose, or in the further alternative, priority over the said charges to the extent of any unadvanced portions thereof or in addition, or in the further alternative, priority to the extent of any advance made at the time when there was a preserved or perfected lien against the lands and premises hereinafter described, or after receipt of a written notice of a lien;
- (j) an accounting from the Defendants of the funds advanced for the purpose of financing the construction of the improvement;
- (k) for the purposes above, and for all other purposes that all proper directions be given, queries made and accounts taken;
- (l) an order for an issuance of a Writ of Possession in relation to the Lands;
- (m) an order for Writ of Possession of the Lands;
- (n) an order for possession of the Lands; and
- (o) such further and other relief as to this Honourable Court may seem just.

The Parties

2. The Plaintiff, Argo Lumber Inc., ("Plaintiff"), is a corporation incorporated pursuant to the laws of the Province of Ontario. At all material times, the Plaintiff carried on business as a supplier of lumber, trusses and related building materials.

3. The Defendants, 2147681 Ontario Inc. ("2147681"), 2148990 Ontario Inc. ("2148990"), 2147650 Ontario Inc. ("2147650"), 2148993 Ontario Inc. ("2148993"), DaPaul Management Limited ("DaPaul"), Silver Streams Homes (Puccini) Inc. ("Silver Streams"), and Silver Streams Homes Inc. ("Silver") (collectively "Owner"), are corporations incorporated pursuant to the laws of the Province of Ontario, and, at all material times, were the owners and contractors to whom the Plaintiff supplied the services and materials.

4. The Defendants, Puccini Mortgage Corp., DaPaul Management Limited, 388242 Ontario Limited, Foremost Mortgage Holding Corporation, Bank of Montreal, 53 Puccini Mortgage Corp., Nastell Investments Limited, Castle Lane Design Group Inc. and Home Trust Company, provided mortgage funds.

The Improvement

5. The Plaintiff supplied lumber, trusses and related building materials to an improvement on the Lands.

6. The Plaintiff delivered the materials and services requested with the sum of \$135,060.11, including H.S.T., remaining unpaid and owing to the Plaintiff.

7. It was a term of the delivery that any overdue invoice from the Plaintiff would bear interest at the rate of 2% per month or 24% per annum from its due date.

8. By reason of supplying the services and materials, the Plaintiff became entitled to a lien upon the interest of the Lands for the sum of \$135,060.11 together with interest, plus costs of this action, pursuant to the provisions of the *Construction Lien Act*.

9. Alternatively, the Plaintiff states that it supplied materials and services at the request of and for the benefit of the Defendants, or any of them, to the detriment of the Plaintiff and without juristic reason. These Defendants have been enriched by the Plaintiff's materials which are valued in the amount of \$135,060.11. The Plaintiff claims restitution from these Defendants, or any of them, to the full extent of the value of the enrichment. The Plaintiff pleads and relies on the doctrine of *quantum meruit* and the principles against unjust enrichment.

Claim for Lien

10. On October 18, 2013, the Plaintiff caused to be registered a Claim for Lien against title to the Lands in the Land Registry Office for the Land Titles Division of York Region in Newmarket, (No. 65), as Instrument No. YR2048904, ("Claim for Lien"). The Claim for Lien is verified by the Affidavit of Verification of Zena Hanson sworn before a Commissioner for Taking Oaths in the Province of Ontario. Attached hereto and marked as Schedule "B", is a true copy of the Claim for Lien.

11. At all material times, the lands and premises described in the Claim for Lien were owned by the Owner and are the Lands to which the Plaintiff supplied materials at the request of, upon the credit, on behalf, with the privity and consent, and for the direct benefit of the Owner, and accordingly, it is and was, at all material times, the statutory owner within the meaning of the *Construction Lien Act*.

12. As a result of the above, the Defendants, or any of them, are liable to the Plaintiff to the extent that they failed to comply with their obligations under the *Construction Lien Act*. In this regard, the Plaintiff asks for an accounting of all payments made in relation to the Improvement.

PUCCINI MORTGAGE CORP.

13. Puccini Mortgage Corp., became a mortgagee of the Lands by virtue of a certain charge registered on November 14, 2008 in the Land Registry Office for the Land Titles Division in York Region at Newmarket (No. 65) as Instrument No. YR1254038 in the amount of \$2,600,000.00 ("Puccini Mortgage").

14. The Puccini Mortgage was given and taken by the Owner with the intention to secure the financing of the improvements on the Lands and the Plaintiff therefore claims that its lien has full priority over the Puccini Mortgage.

15. Alternatively, the Plaintiff states that its lien has full priority over the Puccini Mortgage to the extent that any portion of the Puccini Mortgage advanced exceeded the actual value of the Lands at the time when the first lien arose.

16. In the further alternative, the Plaintiff states that its claim for lien has priority over the Puccini Mortgage to the extent of any unadvanced portions.

17. The knowledge of all advances pursuant to the Puccini Mortgage is within the knowledge of the respective Defendants.

18. In the further alternative, the Plaintiff states that its lien has priority over the Puccini Mortgage to the extent of any advance made at a time when there was a preserved or perfected lien against the Lands or after receipt of written notice of a lien.

19. To the extent that the Puccini Mortgage may be a subsequent mortgage under the *Construction Lien Act*, the Plaintiff states that its lien has priority over the Puccini Mortgage to the extent of any deficiency in the holdback required to be retained by the Owner as the Puccini Mortgage was registered after the time when the first lien arose in respect of the construction project or improvement.

DAPaul MANAGEMENT LIMITED

20. DaPaul Management Limited became a mortgagee of the Lands by virtue of a certain charge registered on January 5, 2009, in the Land Registry Office for the Land Titles Division in York Region at Newmarket (No. 65) as Instrument No. YR1273814 in the amount of \$5,500,000.00 ("DaPaul Mortgage").

21. The DaPaul Mortgage was given and taken by the Owner with the intention to secure the financing of the improvements on the Lands and the Plaintiff therefore claims that its lien has full priority over the DaPaul Mortgage.

22. Alternatively, the Plaintiff states that its lien has full priority over the DaPaul Mortgage to the extent that any portion of the DaPaul Mortgage advanced exceeded the actual value of the Lands at the time when the first lien arose.

23. In the further alternative, the Plaintiff states that its claim for lien has priority over the DaPaul Mortgage to the extent of any unadvanced portions.

24. The knowledge of all advances pursuant to the DaPaul Mortgage is within the knowledge of the respective Defendants.

25. In the further alternative, the Plaintiff states that its lien has priority over the DaPaul Mortgage to the extent of any advance made at a time when there was a preserved or perfected lien against the Lands or after receipt of written notice of a lien.

26. To the extent that the DaPaul Mortgage may be a subsequent mortgage under the *Construction Lien Act*, the Plaintiff states that its lien has priority over the DaPaul Mortgage to the extent of any deficiency in the holdback required to be retained by the Owner as the DaPaul Mortgage was registered after the time when the first lien arose in respect of the construction project or improvement.

388242 ONTARIO LIMITED

27. 388242 Ontario Limited, became a mortgagee of the Lands by virtue of a certain charge registered on October 7, 2009 in the Land Registry Office for the Land Titles Division in York Region at Newmarket (No. 65) as Instrument No. YR1386707 in the amount of \$1,500,000.00 ("388242 Mortgage").

28. The 388242 Mortgage was given and taken by the Owner with the intention to secure the financing of the improvements on the Lands and the Plaintiff therefore claims that its lien has full priority over the 388242 Mortgage.

29. Alternatively, the Plaintiff states that its lien has full priority over the 388242 Mortgage to the extent that any portion of the 388242 Mortgage advanced exceeded the actual value of the Lands at the time when the first lien arose.

30. In the further alternative, the Plaintiff states that its claim for lien has priority over the 388242 Mortgage to the extent of any unadvanced portions.

31. The knowledge of all advances pursuant to the 388242 Mortgage is within the knowledge of the respective Defendants.

32. In the further alternative, the Plaintiff states that its lien has priority over the 388242 Mortgage to the extent of any advance made at a time when there was a preserved or perfected lien against the Lands or after receipt of written notice of a lien.

33. To the extent that the 388242 Mortgage may be a subsequent mortgage under the *Construction Lien Act*, the Plaintiff states that its lien has priority over the 388242 Mortgage to the extent of any deficiency in the holdback required to be retained by the Owner as the 388242 Mortgage was registered after the time when the first lien arose in respect of the construction project or improvement.

FOREMOST MORTGAGE HOLDING CORPORATION

34. Foremost Mortgage Holding Corporation became a mortgagee of the Lands by virtue of a certain charge registered on February 15, 2013 in the Land Registry Office for the Land Titles Division in York Region at Newmarket (No. 65) as Instrument No. YR1946329 in the amount of \$578,500.00 ("Foremost Mortgage").

35. The Foremost Mortgage was given and taken by the Owner with the intention to secure the financing of the improvements on the Lands and the Plaintiff therefore claims that its lien has full priority over the Foremost Mortgage.

36. Alternatively, the Plaintiff states that its lien has full priority over the Foremost Mortgage to the extent that any portion of the Foremost Mortgage advanced exceeded the actual value of the Lands at the time when the first lien arose.

37. In the further alternative, the Plaintiff states that its claim for lien has priority over the Foremost Mortgage to the extent of any unadvanced portions.

38. The knowledge of all advances pursuant to the Foremost Mortgage is within the knowledge of the respective Defendants.

39. In the further alternative, the Plaintiff states that its lien has priority over the Foremost Mortgage to the extent of any advance made at a time when there was a preserved or perfected lien against the Lands or after receipt of written notice of a lien.

40. To the extent that the Foremost Mortgage may be a subsequent mortgage under the *Construction Lien Act*, the Plaintiff states that its lien has priority over the Foremost Mortgage to the extent of any deficiency in the holdback required to be retained by the Owner as the Foremost Mortgage was registered after the time when the first lien arose in respect of the construction project or improvement.

BANK OF MONTREAL

41. Bank of Montreal became a mortgagee of the Lands by virtue of a certain charge registered on January 5, 2009 in the Land Registry Office for the Land Titles Division in York Region at Newmarket (No. 65) as Instrument No. YR1273792 in the amount of \$12,387,000.00 ("BMO Mortgage").

42. The BMO Mortgage was given and taken by the Owner with the intention to secure the financing of the improvements on the Lands and the Plaintiff therefore claims that its lien has full priority over the BMO Mortgage.

43. Alternatively, the Plaintiff states that its lien has full priority over the BMO Mortgage to the extent that any portion of the BMO Mortgage advanced exceeded the actual value of the Lands at the time when the first lien arose.

44. In the further alternative, the Plaintiff states that its claim for lien has priority over the BMO Mortgage to the extent of any unadvanced portions.

45. The knowledge of all advances pursuant to the BMO Mortgage is within the knowledge of the respective Defendants.

46. In the further alternative, the Plaintiff states that its lien has priority over the BMO Mortgage to the extent of any advance made at a time when there was a preserved or perfected lien against the Lands or after receipt of written notice of a lien.

47. To the extent that the BMO Mortgage may be a subsequent mortgage under the *Construction Lien Act*, the Plaintiff states that its lien has priority over the BMO Mortgage to the extent of any deficiency in the holdback required to be retained by the Owner as the BMO Mortgage was registered after the time when the first lien arose in respect of the construction project or improvement.

53 PUCCINI MORTGAGE CORP.

48. 53 Puccini Mortgage Corp. became a mortgagee of the Lands by virtue of a certain charge registered on October 18, 2010 in the Land Registry Office for the Land Titles Division in York Region at Newmarket (No. 65) as Instrument No. YR1562903 in the amount of \$2,000,000.00 ("53 Puccini Mortgage").

49. The 53 Puccini Mortgage was given and taken by the Owner with the intention to secure the financing of the improvements on the Lands and the Plaintiff therefore claims that its lien has full priority over the 53 Puccini Mortgage.

50. Alternatively, the Plaintiff states that its lien has full priority over the 53 Puccini Mortgage to the extent that any portion of the 53 Puccini Mortgage advanced exceeded the actual value of the Lands at the time when the first lien arose.

51. In the further alternative, the Plaintiff states that its claim for lien has priority over the 53 Puccini Mortgage to the extent of any unadvanced portions.

52. The knowledge of all advances pursuant to the 53 Puccini Mortgage is within the knowledge of the respective Defendants.

53. In the further alternative, the Plaintiff states that its lien has priority over the 53 Puccini Mortgage to the extent of any advance made at a time when there was a preserved or perfected lien against the Lands or after receipt of written notice of a lien.

54. To the extent that the 53 Puccini Mortgage may be a subsequent mortgage under the *Construction Lien Act*, the Plaintiff states that its lien has priority over the 53 Puccini Mortgage to the extent of any deficiency in the holdback required to be retained by the Owner as the 53 Puccini Mortgage was registered after the time when the first lien arose in respect of the construction project or improvement.

NASTELL INVESTMENTS LIMITED

55. Nastell Investments Limited became a mortgagee of the Lands by virtue of a certain charge registered on June 2, 2011 in the Land Registry Office for the Land Titles Division in York Region at Newmarket (No. 65) as Instrument No. YR1657656 in the amount of \$3,200,000.00 ("Nastell Mortgage").

56. The Nastell Mortgage was given and taken by the Owner with the intention to secure the financing of the improvements on the Lands and the Plaintiff therefore claims that its lien has full priority over the Nastell Mortgage.

57. Alternatively, the Plaintiff states that its lien has full priority over the Nastell Mortgage to the extent that any portion of the Nastell Mortgage advanced exceeded the actual value of the Lands at the time when the first lien arose.

58. In the further alternative, the Plaintiff states that its claim for lien has priority over the Nastell Mortgage to the extent of any unadvanced portions.

59. The knowledge of all advances pursuant to the Nastell Mortgage is within the knowledge of the respective Defendants.

60. In the further alternative, the Plaintiff states that its lien has priority over the Nastell Mortgage to the extent of any advance made at a time when there was a preserved or perfected lien against the Lands or after receipt of written notice of a lien.

61. To the extent that the Nastell Mortgage may be a subsequent mortgage under the *Construction Lien Act*, the Plaintiff states that its lien has priority over the Nastell Mortgage to the extent of any deficiency in the holdback required to be retained by the Owner as the Nastell Mortgage was registered after the time when the first lien arose in respect of the construction project or improvement.

CASTLE LANE DESIGN GROUP INC.

62. Castle Lane Design Group Inc. became a mortgagee of the Lands by virtue of a certain charge registered on May 20, 2011 in the Land Registry Office for the Land Titles Division in York Region at Newmarket (No. 65) as Instrument No. YR1650738 in the amount of \$3,500,000.00 ("Castle Lane Mortgage").

63. The Castle Lane Mortgage was given and taken by the Owner with the intention to secure the financing of the improvements on the Lands and the Plaintiff therefore claims that its lien has full priority over the Castle Lane Mortgage.

64. Alternatively, the Plaintiff states that its lien has full priority over the Castle Lane Mortgage to the extent that any portion of the Castle Lane Mortgage advanced exceeded the actual value of the Lands at the time when the first lien arose.

65. In the further alternative, the Plaintiff states that its claim for lien has priority over the Castle Lane Mortgage to the extent of any unadvanced portions.

66. The knowledge of all advances pursuant to the Castle Lane Mortgage is within the knowledge of the respective Defendants.

67. In the further alternative, the Plaintiff states that its lien has priority over the Castle Lane Mortgage to the extent of any advance made at a time when there was a preserved or perfected lien against the Lands or after receipt of written notice of a lien.

68. To the extent that the Castle Lane Mortgage may be a subsequent mortgage under the *Construction Lien Act*, the Plaintiff states that its lien has priority over the Castle Lane Mortgage to the extent of any deficiency in the holdback required to be retained by the Owner as the Castle Lane Mortgage was registered after the time when the first lien arose in respect of the construction project or improvement.

HOME TRUST COMPANY

69. Home Trust Company became a mortgagee of the Lands by virtue of a certain charge registered on September 27, 2012 in the Land Registry Office for the Land Titles Division in York Region at Newmarket (No. 65) as Instrument No. YR1890643 in the amount of \$617,500.00 ("Home Trust Mortgage").

70. The Home Trust Mortgage was given and taken by the Owner with the intention to secure the financing of the improvements on the Lands and the Plaintiff therefore claims that its lien has full priority over the Home Trust Mortgage.

71. Alternatively, the Plaintiff states that its lien has full priority over the Home Trust Mortgage to the extent that any portion of the Home Trust Mortgage advanced exceeded the actual value of the Lands at the time when the first lien arose.

72. In the further alternative, the Plaintiff states that its claim for lien has priority over the Home Trust Mortgage to the extent of any unadvanced portions.

73. The knowledge of all advances pursuant to the Home Trust Mortgage is within the knowledge of the respective Defendants.

74. In the further alternative, the Plaintiff states that its lien has priority over the Home Trust Mortgage to the extent of any advance made at a time when there was a preserved or perfected lien against the Lands or after receipt of written notice of a lien.

75. To the extent that the Home Trust Mortgage may be a subsequent mortgage under the *Construction Lien Act*, the Plaintiff states that its lien has priority over the Home Trust Mortgage to the extent of any deficiency in the holdback required to be retained by the Owner as the Home Trust Mortgage was registered after the time when the first lien arose in respect of the construction project or improvement.

HOME TRUST COMPANY

76. Home Trust Company became a mortgagee of the Lands by virtue of a certain charge registered on September 27, 2012 in the Land Registry Office for the Land Titles Division in York Region at Newmarket (No. 65) as Instrument No. YR1890639 in the amount of \$617,500.00 ("Second Home Trust Mortgage").

77. The Second Home Trust Mortgage was given and taken by the Owner with the intention to secure the financing of the improvements on the Lands and the Plaintiff therefore claims that its lien has full priority over the Second Home Trust Mortgage.

78. Alternatively, the Plaintiff states that its lien has full priority over the Second Home Trust Mortgage to the extent that any portion of the Second Home Trust Mortgage advanced exceeded the actual value of the Lands at the time when the first lien arose.

79. In the further alternative, the Plaintiff states that its claim for lien has priority over the Second Home Trust Mortgage to the extent of any unadvanced portions.

80. The knowledge of all advances pursuant to the Second Home Trust Mortgage is within the knowledge of the respective Defendants.

81. In the further alternative, the Plaintiff states that its lien has priority over the Second Home Trust Mortgage to the extent of any advance made at a time when there was a preserved or perfected lien against the Lands or after receipt of written notice of a lien.

82. To the extent that the Second Home Trust Mortgage may be a subsequent mortgage under the *Construction Lien Act*, the Plaintiff states that its lien has priority over the Second Home Trust Mortgage to the extent of any deficiency in the holdback required to be retained by the Owner as the Second Home Trust Mortgage was registered after the time when the first lien arose in respect of the construction project or improvement.

83. The Plaintiff further states that in the event that its claim for lien is vacated from title to the Lands by the posting of security with the Accountant of the Ontario Superior Court of Justice, the Plaintiff's claim is entitled to be paid from the proceeds of the security, should it be found that the posting of the security resulted in the Plaintiff's claim for lien ceasing to attach to and/or bind the Lands and premises or the holdback.

84. The Plaintiff proposes that this action be tried in the City of Newmarket.

DATE OF ISSUE:

NOV 27, 2013

**BISCEGLIA & ASSOCIATES
PROFESSIONAL CORPORATION**

Barristers-at-law
7941 Jane Street, Suite 200
Concord, Ontario, L4K 4L6

Tel: (905) 695-5200
Fax: (905) 695-5201
Emilio Bisceglia
LSUC No. 34568Q
Lawyers for the Plaintiff

Schedule "A"

PIN# 03206-3418 LT
LOT 1, PLAN 65M4249; TOWN OF RICHMOND HILL

PIN# 03206-3440 LT
LOT 23, PLAN 65M4249; SUBJECT TO AN EASEMENT IN GROSS OVER PT #2,
65R32917 AS IN YR1620823; TOWN OF RICHMOND HILL

PIN# 03206-3441 LT
LOT 24, PLAN 65M4249; SUBJECT TO AN EASEMENT IN GROSS OVER PT #2,
65R32917 AS IN YR1620823; TOWN OF RICHMOND HILL

PIN# 03206-3501 LT
LOT 18, PLAN 65M4331; TOWN OF RICHMOND HILL

PIN# 03206-3502 LT
LOT 19, PLAN 65M4331; TOWN OF RICHMOND HILL

PIN# 03206-3503 LT
LOT 20, PLAN 65M4331; TOWN OF RICHMOND HILL

PIN# 03206-3505 LT
LOT 22, PLAN 65M4331; TOWN OF RICHMOND HILL

PIN# 03206-3506 LT
LOT 23, PLAN 65M4331; TOWN OF RICHMOND HILL

PIN# 03206-3507 LT
LOT 24, PLAN 65M4331; TOWN OF RICHMOND HILL

PIN# 03206-3508 LT
LOT 25, PLAN 65M4331; TOWN OF RICHMOND HILL

Schedule B

LRO # 65 Construction Lien

Received as YR2048904 on 2013 10 18 at 14:08

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

yyyy mm dd Page 1 of 6

Properties

PIN 03206 - 3418 LT
Description LOT 1, PLAN 65M4249; TOWN OF RICHMOND HILL
Address RICHMOND HILL

PIN 03206 - 3440 LT
Description LOT 23, PLAN 65M4249; SUBJECT TO AN EASEMENT IN GROSS OVER PT 2, 65R32917 AS IN YR1620823; TOWN OF RICHMOND HILL
Address RICHMOND HILL

PIN 03206 - 3441 LT
Description LOT 24, PLAN 65M4249; SUBJECT TO AN EASEMENT IN GROSS OVER PT 3, 65R32917 AS IN YR1620823; TOWN OF RICHMOND HILL
Address RICHMOND HILL

PIN 03206 - 3501 LT
Description LOT 18, PLAN 65M4331; TOWN OF RICHMOND HILL
Address RICHMOND HILL

PIN 03206 - 3502 LT
Description LOT 19, PLAN 65M4331; TOWN OF RICHMOND HILL
Address RICHMOND HILL

PIN 03206 - 3503 LT
Description LOT 20, PLAN 65M4331; TOWN OF RICHMOND HILL
Address RICHMOND HILL

PIN 03206 - 3505 LT
Description LOT 22, PLAN 65M4331; TOWN OF RICHMOND HILL
Address RICHMOND HILL

PIN 03206 - 3506 LT
Description LOT 23, PLAN 65M4331; TOWN OF RICHMOND HILL
Address RICHMOND HILL

PIN 03206 - 3507 LT
Description LOT 24, PLAN 65M4331; TOWN OF RICHMOND HILL
Address RICHMOND HILL

PIN 03206 - 3508 LT
Description LOT 25, PLAN 65M4331; TOWN OF RICHMOND HILL
Address RICHMOND HILL

PIN 03206 - 3509 LT
Description BLOCK 26, PLAN 65M4331; SUBJECT TO AN EASEMENT IN GROSS OVER PT 11 65R33105 AS IN LB43081; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 11 & 12 65R33105 AS IN YR1403804; TOWN OF RICHMOND HILL
Address RICHMOND HILL

PIN 03206 - 3510 LT
Description BLOCK 27, PLAN 65M4331; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 14 & 16 65R33105 AS IN YR1403804; TOWN OF RICHMOND HILL
Address RICHMOND HILL

PIN 03206 - 3467 LT
Description PT LT 2 PL M807, PT 2 65R32855 ; S/T PT W 1/2 LOT 30, CON 2, MARKHAM AS IN MA49406; TOWN OF RICHMOND HILL
Address RICHMOND HILL

PIN 03206 - 3469 LT
Description PT LT 1 PL M807, PT 1 65R32855 ; S/T PT W 1/2 LOT 30, CON 2, MARKHAM, AS IN MA49406; TOWN OF RICHMOND HILL
Address RICHMOND HILL

Properties

PIN 03206 - 0309 LT
Description PCL 8-1 SEC M807; LT 8 PL M807 ; S/T LB43081 RICHMOND HILL
Address 2 VERDI ROAD
RICHMOND HILL

Consideration

Consideration \$ 135,060.11

Claimant(s)

Name ARGO LUMBER INC.
Address for Service c/o Alpa Lumber Inc., 7630 Airport Rd, Mississauga, Ont L4T 4G6
Solicitor: Emilio Bisceglia
7941 Jane St. Ste 200
Concord, Ont
L4K 4L6

I, ZENA HANSON, am the agent of the lien claimant and have informed myself of the facts stated in the claim for lien and believe them to be true..

I, ZENA HANSON, have the authority to bind the corporation.

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

Statements

Name and Address of Owner See Schedule Name and address of person to whom lien claimant supplied services or materials See Schedule Time within which services or materials were supplied from 2012/12/11 to 2013/09/03 Short description of services or materials that have been supplied : Lumber, roof trusses and related building supplies Contract price or subcontract price \$135,060.11 (HST incl) Amount claimed as owing in respect of services or materials that have been supplied \$135,060.11 (HST incl)

The lien claimant claims a lien against the interest of every person identified as an owner of the premises described in said PIN to this lien

Schedule: See Schedules:

Signed By

Anne Scott 85 Rosebury Lane acting for Signed 2013 10 18
Woodbridge Applicant(s)
L4L 3Z1

Tel 905-264-1632
Fax 905-264-1059

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

Submitted By

SUMMIT SEARCH LIMITED 85 Rosebury Lane 2013 10 18
Woodbridge
L4L 3Z1

Tel 905-264-1632
Fax 905-264-1059

Fees/Taxes/Payment

Statutory Registration Fee \$80.00

Total Paid \$60.00

Construction Lien Act, R.S.O. 1990 ch. c.30
CLAIM FOR LIEN
Under Section 34 of the Act

Name of Lien Claimant: ARGO LUMBER INC.

Address for Service: c/o Alps Lumber Inc.
7630 Airport Road, Mississauga, Ontario L4T 4G6

Name of owner:
Address: 2147681 ONTARIO INC.
103 NAUGHTON DRIVE, RICHMOND, HILL, ONTARIO,
L4C 8B3

Name of owner:
Address: 2148990 ONTARIO INC.
103 NAUGHTON DRIVE, RICHMOND, HILL, ONTARIO,
L4C 8B3

Name of owner:
Address: 2148991 ONTARIO INC.
103 NAUGHTON DRIVE, RICHMOND, HILL, ONTARIO,
L4C 8B3

Name of owner:
Address: 2147650 ONTARIO INC.
103 NAUGHTON DRIVE, RICHMOND, HILL, ONTARIO,
L4C 8B3

Name of owner:
Address: 2148993 ONTARIO INC.
103 NAUGHTON DRIVE, RICHMOND, HILL, ONTARIO,
L4C 8B3

Name of owner:
Address: KING SOUTH DEVELOPMENTS VERDI INC.
181 EGLINTON AVENUE EAST, SUITE 204, TORONTO,
ONTARIO, M4P 1J4

Name of owner:
Address: DRAPOUL MANAGEMENT LIMITED
181 EGLINTON AVENUE EAST, SUITE 204, TORONTO,
ONTARIO, M4P 1J4

Name of owner:
Address: SILVER STREAMS HOMES (BUCCINI) INC.
103 NAUGHTON DRIVE, RICHMOND, HILL, ONTARIO,
L4C 8B3

Name of owner:
Address: SILVER STREAMS HOMES INC.
103 NAUGHTON DRIVE, RICHMOND, HILL, ONTARIO,
L4C 8B3

Name of person to whom lien claimant supplied services or materials:

Name:
Address: 2147681 ONTARIO INC.
103 NAUGHTON DRIVE, RICHMOND, HILL, ONTARIO,
L4C 8B3

Name:
Address: 2148990 ONTARIO INC.
103 NAUGHTON DRIVE, RICHMOND, HILL, ONTARIO,
L4C 8B3

Name:
Address: 2148991 ONTARIO INC.
103 NAUGHTON DRIVE, RICHMOND, HILL, ONTARIO,
L4C 8B3

Name:
Address: 2147650 ONTARIO INC.
103 NAUGHTON DRIVE, RICHMOND, HILL, ONTARIO,
L4C 8B3

Name: 2148993 ONTARIO INC.
Address: 103 MAUGHTON DRIVE, RICHMOND, HILL, ONTARIO,
L4C 8B3

Name: KING SOUTH DEVELOPMENTS VERDI INC.
Address: 181 EGLINTON AVENUE EAST, SUITE 204, TORONTO,
ONTARIO, M4P 1J4

Name: DAPPAUL MANAGEMENT LIMITED
Address: 181 EGLINTON AVENUE EAST, SUITE 204, TORONTO,
ONTARIO, M4P 1J4

Name: SILVER STREAMS HOMES (PUCCINI) INC.
Address: 103 MAUGHTON DRIVE, RICHMOND, HILL, ONTARIO,
L4C 8B3

Name: SILVER STREAMS HOMES INC.
Address: 103 MAUGHTON DRIVE, RICHMOND, HILL, ONTARIO,
L4C 8B3

Time within which services or materials were supplied:

from DECEMBER 11, 2012 to SEPTEMBER 3, 2013
(date of supply commenced) (date of last payment supply)

Short description of services or materials that have been supplied:

Lumber, roof trusses and related building materials

Contract price or subcontract price: \$135,060.11
(H.S.T. included)

Amount claimed as owing in respect of services
or materials that have been supplied: \$135,060.11
(H.S.T. included)

(This is where the lien attaches to the premises; use A where the lien does not attach to the premises)

A. The lien claimant claims a lien against the interest of every person identified above as an owner of the premises described in Schedule A to this claim for lien.

~~The lien claimant claims a charge against the holdback required to be retained under the Act and any additional amount owed by a payer to the contractor or to any subcontractor whose contract or subcontract was in whole or in part performed by the services or materials that have been supplied by the lien claimant in relation to the premises at~~

(Address or other identification of the location of the premises)

ARGO LUMBER INC.

Date: October 18, 2013

By:  TARA HANSON - AGENT
I have authority to bind the
Corporation
(signature of claimant or agent)

(Page 1)

Construction Lien Act, R.S.O. 1990, ch. c.30
SCHEDULE A

To the claim for lien of: ARGO LUMBER INC.

Description of premises:

(Where the lien attaches to the premises, provide a description of the premises sufficient for registration under the Land Titles Act or the Registry Act, as the case may be.)

PIN#03206-3418 LT
LOT 1, PLAN 65M(249), TOWN OF RICHMOND HILL

PIN# 03206-3448 LT
LOT 23, PLAN 65M(249), SUBJECT TO AN EASEMENT IN GROSS OVER PT #2,
65R32917 AS IN YR1620823, TOWN OF RICHMOND HILL

PIN# 03206-3441 LT
LOT 24, PLAN 65M(249), SUBJECT TO AN EASEMENT IN GROSS OVER PT #2,
65R32917 AS IN YR1620823, TOWN OF RICHMOND HILL

PIN# 03206-3501 LT
LOT 18, PLAN 65M(331), TOWN OF RICHMOND HILL

PIN# 03206-3502 LT
LOT 19, PLAN 65M(331), TOWN OF RICHMOND HILL

PIN# 03206-3503 LT
LOT 20, PLAN 65M(331), TOWN OF RICHMOND HILL

PIN# 03206-3505 LT
LOT 22, PLAN 65M(331), TOWN OF RICHMOND HILL

PIN# 03206-3506 LT
LOT 23, PLAN 65M(331), TOWN OF RICHMOND HILL

PIN# 03206-3507 LT
LOT 24, PLAN 65M(331), TOWN OF RICHMOND HILL

PIN# 03206-3508 LT
LOT 25, PLAN 65M(331), TOWN OF RICHMOND HILL

PIN#03206-3509 LT
BLOCK 26, PLAN 65M(331), SUBJECT TO AN EASEMENT IN GROSS OVER PT 11
65R33105 AS IN LR43081, SUBJECT TO AN EASEMENT IN GROSS OVER PTS 11 & 12
65R33105 AS IN YR1403804, TOWN OF RICHMOND HILL

PIN#03206-3510 LT
BLOCK 27, PLAN 65M(331), SUBJECT TO AN EASEMENT IN GROSS OVER PT 14 & 15
65R33105 AS IN YR1403804, TOWN OF RICHMOND HILL

PIN#03206-3467 LT
PT 1 & 2 PL M807, PT 2 65R32855, S/W PT W 1/2 LOT 30, CON 2, MARKHAM AS IN
M449406, TOWN OF RICHMOND HILL

PIN#03206-3468 LT
PT 1 & 2 PL M807, PT 1 65R32855, S/W PT W 1/2 LOT 30, CON 2, MARKHAM AS IN
M449406, TOWN OF RICHMOND HILL

PIN#03206-0308 LT
PCL 8-1, REC M807, LT 8 PL M807, S/T LR43081, TOWN OF RICHMOND HILL

AFFIDAVIT OF VERIFICATION OF LIEN CLAIM UNDER SECTION 34 OF THE ACT

I, ZENA HANSON - AGENT

sworn both and may (or believe) as follows:

- ~~A. 1. I am the lien claimant named in the attached claim for lien.~~
~~2. The facts stated in the claim for lien are true.~~
B. 1. I am the agent of the lien claimant named in the attached claim for lien.
2. I have informed myself of the facts stated in the claim for lien, and I believe those facts to be true.
C. 1. I am a trustee of the worker's trust fund which is named in the claim for lien.
~~2. I have informed myself of the facts stated in the claim for lien, and I believe those facts to be true.~~

Sworn (or affirmed) before me at the

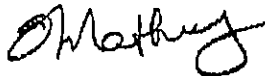
City of Mississauga, in

the Province of Ontario

on October 16, 2013


(Deponent)

A Commissioner, etc.



Orest Matkowsky, a Commissioner,
etc., Regional Municipality of Peel, for
Alpa Lumber Inc., and its subsidiary,
associated and affiliated companies.
Expires December 20, 2014.

ARGO LUMBER INC.
PLAINTIFF

vs.

2147681 ONTARIO INC. ET AL
DEFENDANT

Court File No. CV-13-116990-00

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
NEWMARKET

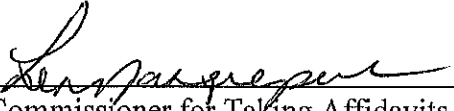
STATEMENT OF CLAIM

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 the Plaintiff

*This is Exhibit "C" referred
to in the Affidavit of Sonja Turajlich
sworn before me this 26th
day of September, 2014*


A Commissioner for Taking Affidavits, etc.

Lena Mangiapane, a Commissioner, etc.,
Regional Municipality of York, for Bisceglia &
Associates Professional Corporation,
Barristers and Solicitors. Expires February 27, 2017.

LRO # 65 Construction Lien

Received as YR2050277 on 2013 10 22 at 15:20

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

yyyy mm dd Page 1 of 8

Properties

PIN	03206 - 3418 LT
Description	LOT 1, PLAN 65M4249; TOWN OF RICHMOND HILL
Address	RICHMOND HILL
PIN	03206 - 3440 LT
Description	LOT 23, PLAN 65M4249; SUBJECT TO AN EASEMENT IN GROSS OVER PT 2, 65R32917 AS IN YR1620823; TOWN OF RICHMOND HILL
Address	RICHMOND HILL
PIN	03206 - 3441 LT
Description	LOT 24, PLAN 65M4249; SUBJECT TO AN EASEMENT IN GROSS OVER PT 3, 65R32917 AS IN YR1620823; TOWN OF RICHMOND HILL
Address	RICHMOND HILL
PIN	03206 - 3501 LT
Description	LOT 18, PLAN 65M4331; TOWN OF RICHMOND HILL
Address	RICHMOND HILL
PIN	03206 - 3502 LT
Description	LOT 19, PLAN 65M4331; TOWN OF RICHMOND HILL
Address	RICHMOND HILL
PIN	03206 - 3503 LT
Description	LOT 20, PLAN 65M4331; TOWN OF RICHMOND HILL
Address	RICHMOND HILL
PIN	03206 - 3505 LT
Description	LOT 22, PLAN 65M4331; TOWN OF RICHMOND HILL
Address	RICHMOND HILL
PIN	03206 - 3506 LT
Description	LOT 23, PLAN 65M4331; TOWN OF RICHMOND HILL
Address	RICHMOND HILL
PIN	03206 - 3507 LT
Description	LOT 24, PLAN 65M4331; TOWN OF RICHMOND HILL
Address	RICHMOND HILL
PIN	03206 - 3508 LT
Description	LOT 25, PLAN 65M4331; TOWN OF RICHMOND HILL
Address	RICHMOND HILL
PIN	03206 - 3509 LT
Description	BLOCK 26, PLAN 65M4331; SUBJECT TO AN EASEMENT IN GROSS OVER PT 11 65R33105 AS IN LB43081; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 11 & 12 65R33105 AS IN YR1403804; TOWN OF RICHMOND HILL
Address	RICHMOND HILL
PIN	03206 - 3510 LT
Description	BLOCK 27, PLAN 65M4331; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 14 & 16 65R33105 AS IN YR1403804; TOWN OF RICHMOND HILL
Address	RICHMOND HILL
PIN	03206 - 3467 LT
Description	PT LT 2 PL M807, PT 2 65R32855, S/T PT W 1/2 LOT 30, CON 2, MARKHAM AS IN MA49406.; TOWN OF RICHMOND HILL
Address	RICHMOND HILL
PIN	03206 - 3469 LT
Description	PT LT 1 PL M807, PT 1 65R32855; S/T PT W 1/2 LOT 30, CON 2, MARKHAM, AS IN MA49406; TOWN OF RICHMOND HILL
Address	RICHMOND HILL

LRO # 65 Construction Lien

Received as YR2050277 on 2013 10 22 at 15:20

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

yyyy mm dd Page 2 of 6

Properties

PIN 03206 - 0309 LT
Description PCL 8-1 SEC M807; LT 8 PL M807 ; S/T LB43081 RICHMOND HILL
Address 2 VERDI ROAD
RICHMOND HILL

Consideration**Consideration** \$ 67,793.32**Claimant(s)**

Name NEWMAR WINDOW MANUFACTURING INC.
Address for Service c/o Alpa Lumber Inc., 7630 Airport Rd, Mississauga, Ont L4T 4G6
Solicitor: Emilio Bisceglia
7941 Jana St, Ste 200
Concord, Ont
L4K 4L6

I, ZENA HANSON, am the agent of the lien claimant and have informed myself of the facts stated in the claim for lien and believe them to be true.

I, ZENA HANSON, have the authority to bind the corporation.

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

Statements

Name and Address of Owner See Schedule Name and address of person to whom lien claimant supplied services or materials See Schedule Time within which services or materials were supplied from 2013/02/27 to 2013/09/19 Short description of services or materials that have been supplied : Supply windows, doors and related building materials Contract price or subcontract price \$67,793.32 (HST incl) Amount claimed as owing in respect of services or materials that have been supplied \$67,793.32 (HST incl)

The lien claimant claims a lien against the interest of every person identified as an owner of the premises described in said PIN to this lien

Schedule: See Schedules

Signed By

Anne Scott	85 Rosebury Lane Woodbridge L4L 3Z1	acting for Applicant(s)	Signed	2013 10 22
Tel	905-264-1632			
Fax	905-264-1059			

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

Submitted By

SUMMIT SEARCH LIMITED	85 Rosebury Lane Woodbridge L4L 3Z1	2013 10 22
Tel	905-264-1632	
Fax	905-264-1059	

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

Claim for Lien
(Page 1)

Construction Lien Act, R.S.O. 1990 ch. c.30
CLAIM FOR LIEN
Under Section 34 of the Act

Name of Lien Claimant: NEWMAR WINDOW MANUFACTURING INC.
Address for Service: c/o Alpha Lumber Inc.
7630 Airport Road, Mississauga, Ontario L4T 4G6

Name of owner: 2147681 ONTARIO INC.
Address: 103 NAUGHTON DRIVE, RICHMOND, HILL, ONTARIO,
L4C 8B3

Name of owner: 2148990 ONTARIO INC.
Address: 103 NAUGHTON DRIVE, RICHMOND, HILL, ONTARIO,
L4C 8B3

Name of owner: 2148991 ONTARIO INC.
Address: 103 NAUGHTON DRIVE, RICHMOND, HILL, ONTARIO,
L4C 8B3

Name of owner: 2147650 ONTARIO INC.
Address: 103 NAUGHTON DRIVE, RICHMOND, HILL, ONTARIO,
L4C 8B3

Name of owner: 2148993 ONTARIO INC.
Address: 103 NAUGHTON DRIVE, RICHMOND, HILL, ONTARIO,
L4C 8B3

Name of owner: KING SOUTH DEVELOPMENTS VERDI INC.
Address: 181 EGLINTON AVENUE EAST, SUITE 204, TORONTO,
ONTARIO, M4P 1J4

Name of owner: DAPAU MANAGEMENT LIMITED
Address: 181 EGLINTON AVENUE EAST, SUITE 204, TORONTO,
ONTARIO, M4P 1J4

Name of owner: SILVER STREAMS HOMES (POCCINI) INC.
Address: 103 NAUGHTON DRIVE, RICHMOND, HILL, ONTARIO,
L4C 8B3

Name of owner: SILVER STREAMS HOMES INC.
Address: 103 NAUGHTON DRIVE, RICHMOND, HILL, ONTARIO,
L4C 8B3

Name of person to whom lien claimant supplied services or materials:

Name: 2147681 ONTARIO INC.
Address: 103 NAUGHTON DRIVE, RICHMOND, HILL, ONTARIO,
L4C 8B3

Name: 2148990 ONTARIO INC.
Address: 103 NAUGHTON DRIVE, RICHMOND, HILL, ONTARIO,
L4C 8B3

Name: 2148991 ONTARIO INC.
Address: 103 NAUGHTON DRIVE, RICHMOND, HILL, ONTARIO,
L4C 8B3

Name: 2147650 ONTARIO INC.
Address: 103 NAUGHTON DRIVE, RICHMOND, HILL, ONTARIO,
L4C 8B3

-2-

Name: 2148993 ONTARIO INC.
Address: 103 NAUGHTON DRIVE, RICHMOND, HILL, ONTARIO, L4C 8B3

Name: KING SOUTH DEVELOPMENTS VERDI INC.
Address: 181 EGLINTON AVENUE EAST, SUITE 204, TORONTO, ONTARIO, M4P 1J4

Name: DAPPAUL MANAGEMENT LIMITED
Address: 181 EGLINTON AVENUE EAST, SUITE 204, TORONTO, ONTARIO, M4P 1J4

Name: SILVER STREAMS HOMES (PUCCINI) INC.
Address: 103 NAUGHTON DRIVE, RICHMOND, HILL, ONTARIO, L4C 8B3

Name: SILVER STREAMS HOMES INC.
Address: 103 NAUGHTON DRIVE, RICHMOND, HILL, ONTARIO, L4C 8B3

Time within which services or materials were supplied:

from FEBRUARY 27, 2013 to SEPTEMBER 19, 2013
(date supply commenced) (date of last repeat supply)

Short description of services or materials that have been supplied:

Supply windows, doors and related building materials

Contract price or subcontract price: \$67,793.32
(H.S.T. included)

Amount claimed as owing in respect of services or materials that have been supplied: \$67,793.32
(H.S.T. included)

(Use A where the lien attaches to the premises; use B where the lien does not attach to the premises)

A. The lien claimant claims a lien against the interest of every person identified above as an owner of the premises described in Schedule A to this claim for lien.

~~B. The lien claimant claims a charge against the indebtedness required to be returned under the Act and any additional amount owed by a payer to the contractor or to any subcontractor whose contract or subcontract was in whole or in part performed by the services or materials that have been supplied by the claimant or its relation to the premises.~~

(Address or other identification of the location of the premises)

NEWMAR WINDOW MANUFACTURING INC.

Date: October 22, 2013

Per: ZENA HANSON - AGENT
I have authority to bind the Corporation
(signature of claimant or agent)

(Page 3)

Construction Lien Act, R.S.O. 1990, ch. c.30
SCHEDULE A

To the claim for lien of: **NEWMAR WINDOW MANUFACTURING INC.**

Description of premises:

(Where the lien attaches to the premises, provide a description of the premises sufficient for registration under the Land Titles Act or the Registry Act, as the case may be).

PIN#03206-3418 LT
LOT 1, PLAN 65M4249, TOWN OF RICHMOND HILL

PIN# 03206-3440 LT
LOT 21, PLAN 65M4249; SUBJECT TO AN EASEMENT IN GROSS OVER PT #2,
65R12917 AS IN YR1620823, TOWN OF RICHMOND HILL

PIN# 03206-3441 LT
LOT 24, PLAN 65M4249; SUBJECT TO AN EASEMENT IN GROSS OVER PT #2,
65R12917 AS IN YR1620823, TOWN OF RICHMOND HILL

PIN# 03206-3501 LT
LOT 18, PLAN 65M4331, TOWN OF RICHMOND HILL

PIN# 03206-3502 LT
LOT 19, PLAN 65M4331, TOWN OF RICHMOND HILL

PIN# 03206-3503 LT
LOT 20, PLAN 65M4331, TOWN OF RICHMOND HILL

PIN# 03206-3505 LT
LOT 22, PLAN 65M4331, TOWN OF RICHMOND HILL

PIN# 03206-3506 LT
LOT 23, PLAN 65M4331, TOWN OF RICHMOND HILL

PIN# 03206-3507 LT
LOT 24, PLAN 65M4331, TOWN OF RICHMOND HILL

PIN# 03206-3508 LT
LOT 25, PLAN 65M4331, TOWN OF RICHMOND HILL

PIN#03206-3509 LT
BLOCK 26, PLAN 65M4331, SUBJECT TO AN EASEMENT IN GROSS OVER PT 11
65R12105 AS IN LB43091, SUBJECT TO AN EASEMENT IN GROSS OVER PTS 11 & 12
65R12105 AS IN YR1403804, TOWN OF RICHMOND HILL

PIN#03206-3510 LT
BLOCK 27, PLAN 65M4331, SUBJECT TO AN EASEMENT IN GROSS OVER PT 14 & 16
65R12105 AS IN YR1403804, TOWN OF RICHMOND HILL

PIN#03206-3467 LT
PT LT 2 PL M807, PT 2 65R32855; S/T PT W 1/2 LOT 30, CON 2, MARKHAM AS IN
M449406, TOWN OF RICHMOND HILL

PIN#03206-3489 LT
PT LT 1 PL M807, PT 1 65R32855; S/T PT W 1/2 LOT 30, CON 2, MARKHAM AS IN
M449406, TOWN OF RICHMOND HILL

PIN#03206-0309 LT
PCL 8-1, REC M807, LT 8 PL M807; S/T LB43081, TOWN OF RICHMOND HILL

-4-

AFIDAVIT OF VERIFICATION OF LIEN CLAIM UNDER SECTION 31 OF THE ACT

I, ZENA HANSON - AGENT

Make oath and say (or affirm) as follows:

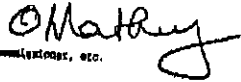
- ~~1. I am the lien claimant named in the attached claim for lien.~~
~~2. The facts stated in the claim for lien are true.~~
 D. 1. I am the agent of the lien claimant named in the attached claim for lien;
 2. I have informed myself of the facts stated in the claim for lien, and I believe those facts to be true.
 D. 1. I am a trustee of the worker's trust fund which is named as the lien claimant in the attached claim for lien;
 2. I have informed myself of the facts stated in the claim for lien, and I believe those facts to be true.

Sworn (or affirmed) before me at the

City of Mississauga, in

the Province of Ontario

on October 22, 2013


 A Commissioner, etc.


 (Deponent)

Orest Matkowsky, a Commissioner,
 etc., Regional Municipality of Peel, for
 Alpa Lumber Inc., and its subsidiary,
 associated and affiliated companies.
 Expires December 20, 2014.