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.

Applicants

APPLICATION RECORD
(VOL. II OF II)

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

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Tel: 416-218-1161
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Lawyers for the Applicant

TO: SERVICE LIST

Court File No. 13-10362-00-CL

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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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SERVICE LIST

CHAITONS LLP 5000 Yonge Street, 10th Floor Toronto, Ontario M2N 7E9 **Harvey Chaiton** Tel: (416) 218-1129 Fax: (416) 218-1866 Email: Harvey@chaitons.com **Stephen Schwartz** Tel: (416) 218-1132 Fax: (416) 218-1832 Email: Stephen@chaitons.com **Maya Poliak** Tel: (416) 218-1161 Fax: (416) 218-1844 Email: maya@chaitons.com **Lawyers for the Applicants**	**GRANT THORNTON LIMITED** Royal Bank Plaza 200 Bay Street, 19th Floor Toronto, ON M5J 2P9 **Jonathan Krieger** Tel: (416) 360-5055 Fax: (416) 360-4949 Email: jkrieger@grantthornton.ca **Daniel Sobel** Tel: (416) 369-7033 Fax: (416) 360-4949 Email: dsobel@grantthornton.ca **Proposed Monitor**
AIRD & BERLIS LLP Brookfield Place 181 Bay St, Suite 1800 Box 754 Toronto, Ontario M5J 2T9 **Steven Graff** Tel: (416) 865-7726 Fax: (416) 863-1515 Email: sgraff@airdberlis.com **Ian Aversa** Tel: (416) 865-3082 Fax: (416) 863-1515 Email: iaversa@airdberlis.com	**LAW OFFICES OF JACK GREENBERG** Barristers & Solicitors 181 Eglinton Avenue E., Suite 2014 Toronto, Ontario, M4P 1J4 **Jack Greenberg** Tel: (416) 485-8833 Fax: (416) 485-3246 Email: jackgreenberg@greenberglawyers.ca **Lawyers for Castle Lane Design Group Inc., 53 Puccini Mortgage Corp., Puccini Mortgage Corp., Nastell Investments Limited, Dapaul**

Lawyers for the proposed Monitor	**Management Limited, 388242 Ontario Inc.,** **LAW OFFICES OF JACK GREENBERG** Barristers & Solicitors 181 Eglinton Avenue E., Suite 2014 Toronto, Ontario, M4P 1J4 **Jack Greenberg** Tel: (416) 485-8833 Fax: (416) 485-3246 Email: jackgreenberg@greenberglawyers.ca **Lawyers for Sandall Investments Limited, proposed DIP Lender**
THE CORPORATION OF THE TOWN OF RICHMOND HILL 255 East Beaver Creek Road P.O. Box 300 Richmond Hill, Ontario, L4C 4Y5	**KOSKIE MINSKY LLP** 900-20 Queen St. West Toronto, Ontario, M5H 3R3 **Jeffrey Long** Tel: (416) 595-2125 Fax: (416) 204-2892 Email: jlong@kmlaw.ca **Lawyers for Con-Drain Company (1983) Limited**
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CAVALLUZZO SHILTON MCINTYRE CORNISH LLP 474 Bathurst Street, Suite 300 Toronto, ON, M5T 2S6 **Carrie Clynick** Tel: (416) 964-5515 Fax: (416) 964-5895 Email: cclynick@cavalluzzo.com **Lawyers for Trustees of the Labourers' Union of North Americal Local 183 Members' Benefit Trust Fund**	**FOGLER, RUBINOFF LLP** 77 King Street West, Suite 3000, P.O. Box 95 Toronto, ON, M5K 1G8 **Lou Natale** Tel: (416) 941-8804 Fax: (416) 941-8852 Email: lnatale@foglers.com **Lawyers for Bank of Montreal**
Foremost Mortgage Holding Corporation 26 Lesmill Road, Unit 1B Toronto, ON, M3B 2T5	**Argo Lumber Inc.** c/o Alpa Lumber Inc. 7630 Airport Road Mississauga, ON, L4T 4G6 **Emilio Bisceglia** 7941 Jane Street, Suite 200 Concord, ON, L4K 4L6 Tel: (905) 695-3100 Fax: (905) 695-5201 Email: ebisceglia@lawtoronto.com **Lawyers for Argo Lumber Inc.**
Newmar Window Manufacturing Inc. c/o Alpa Lumber Inc. 7630 Airport Road Mississauga, ON, L4T 4G6 **Emilio Bisceglia** 7941 Jane Street, Suite 200 Concord, ON, L4K 4L6 Tel: (905) 695-3100 Fax: (905) 695-5201 Email: ebisceglia@lawtoronto.com **Lawyers for Newmar Window Manufacturing Inc.**	**CANADA REVENUE AGENCY** c/o DEPARTMENT OF JUSTICE Ontario Regional Office The Exchange Tower, Box 36 130 King St. W., Suite 3400 Toronto, ON M5X 1K6 **Diane Winters** Tel : (416) 973-3172 Fax : (416) 973-0810 Email: diane.winters@justice.gc.ca

GOODMAN, SOLOMON & GOLD 439 University Avenue, Suite 1500 Toronto, ON, M5G 1Y8 **David M. Goodman** Tel: (416) 595-5555 Fax: (416) 595-7020 Email: dmg@goodmansolomon.com **Lawyers for King-Con Corporation**	**The Sanderson-Harold Company** 245 West Beaver Creek Road, Unit 2 Richmond Hill, ON, L4B 1L1
RICHARD J. MAZAR PROFESSIONAL CORPORATION 115 King Avenue West Newcastle, Ontario, L1B 1L3 **Richard J. Mazar** Email: rmazar@mazarlaw.com **Lawyers for 669857 Ontario Inc. o/a Alma Mechanical**	**MINISTRY OF FINANCE (ONTARIO)** Legal Services Branch 33 King Street West, 6th Floor Oshawa, ON LlH 8H5 **Attention: Kevin O'Hara, Senior Counsel** Tel: (905) 433-6934 Fax: (905) 436-4510 E-Mail: Kevin.ohara@ontario.ca
Home Trust Company 145 King Street West, Suite 2300 Toronto, ON, M5H 1J8	**MIDEN GROSS LLP** 145 King Street West, suite 2200 toronto, on m5h 4g2 **Ronald J. Molson** Tel: (416) 369-4114 Fax: (416) 864-9223 email: rmolson@mindengross.com **Lawyers For Royal Bank of Canada**
National Leasing Gro up Inc. 1525 Buffalo Place Winnipeg, MB R3T 1L9	**DRUDI ALEXIOU KUCHAR LLP** 7050 Weston Road Suite 610 Vaughan, ON L4L 8G7 **Marco Drudi** Tel: (905) 850-6116 ext. 225 Fax: (905) 850-9146 Email: mdrudi@dakllp.com

Court File No. 13-10362-00-CL

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

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

Applicants

INDEX

VOLUME I

VOLUME II

THIS IS EXHIBIT "J" TO

THE AFFIDAVIT OF IMRAN JINNAH

SWORN BEFORE ME THIS 11TH

DAY OF DECEMBER, 2013.

A Commissioner etc.

SUMMARY OF REAL PROPERTY ENCUMBRANCES

PHASE II			PHASE III						
LOT 1	LOT 23	LOT 24	LOT 18	LOT 19	LOT 20	LOT 22	LOT 23	LOT 24	LOT 25
MORTGAGES									
Mortgage in the principal amount of $578,500 in favour of Foremost Mortgage Holding Corporation	Mortgage in the principal amount of $617,500 in favour of Home Trust Company (the **"Home Trust Mortgage"**)	Home Trust Mortgage	Mortgage in the principal amount of $12,387,000 in favour of Bank of Montreal (the **"BMO Mortgage"**)	BMO Mortgage	BMO Mortgage	BMO Mortgage	BMO Mortgage	BMO Mortgage	BMO Mortgage
Mortgage in the principal amount of $2,600,000 in favour of Puccini Mortgage Corp.	Mortgage in the principal amount of $3,500,000 in favour of Castle Lane Design Group Inc. (the **"Castle Mortgage"**)	Castle Mortgage	Notice/Assignment of Rents in favour of Bank of Montreal (the **"BMO Assignment of Rents"**)	BMO Assignment of Rents	BMO Assignment of Rents	BMO Assignment of Rents	BMO Assignment of Rents	BMO Assignment of Rents	BMO Assignment of Rents
Mortgage in the principal amount of $5,500,000 in favour of Dapaul Management Limited			Mortgage in the principal amount of $2,000,000 in favour of 53 Puccini Mortgage Corp. (the **"Puccini Mortgage"**)	Puccini Mortgage	Puccini Mortgage	Puccini Mortgage	Puccini Mortgage	Puccini Mortgage	Puccini Mortgage
Mortgage in the principal amount of $1,500,000 in favour of 388242 Ontario Limited			Mortgage in the principal amount of $3,200,000 in favour of Nastell Investments Limited (the **"Nastell Mortgage"**)	Nastell Mortgage	Nastell Mortgage	Nastell Mortgage	Nastell Mortgage	Nastell Mortgage	Nastell Mortgage

SUMMARY OF REAL PROPERTY ENCUMBRANCES

PHASE II			PHASE III						
LOT 1	LOT 23	LOT 24	LOT 18	LOT 19	LOT 20	LOT 22	LOT 23	LOT 24	LOT 25
CONSTRUCTION LIENS									
Construction Lien in favour of Con-Drain Company (1983) Limited in the amount of $94,837 (the "**Con-Drain Lien**")	Con-Drain Lien		Con-Drain Lien	Con-Drain Lien	Con-Drain Lien	Con-Drain Lien	Con-Drain Lien	Con-Drain Lien	Con-Drain Lien
Construction Lien in favour of Argo Lumber Inc. in the amount of $135,060 (the "**Argo Lien**")	Argo Lien	Argo Lien	Argo Lien	Argo Lien	Argo Lien	Argo Lien	Argo Lien	Argo Lien	Argo Lien
Construction Lien in favour of Newmar Window Manufacturing Inc. in the amount of $67,793 (the "**Newmar Lien**")	Newmar Lien	Newmar Lien	Newmar Lien	Newmar Lien	Newmar Lien	Newmar Lien	Newmar Lien	Newmar Lien	Newmar Lien
Construction Lien in favour of 669857 Ontario Inc. in the amount of $108,287 (the "**669 Lien**")	669 Lien			669 Lien	669 Lien	669 Lien	669 Lien	669 Lien	669 Lien
	Construction Lien in favour of Pilbro III Inc. in the amount of $554,354 (the "**Pilbro Lien**")	Pilbro Lien	Pilbro Lien	Pilbro Lien	Pilbro Lien	Pilbro Lien	Pilbro Lien	Pilbro Lien	Pilbro Lien

SUMMARY OF REAL PROPERTY ENCUMBRANCES

PHASE II			PHASE III						
LOT 1	LOT 23	LOT 24	LOT 18	LOT 19	LOT 20	LOT 22	LOT 23	LOT 24	LOT 25
	Construction Lien in favour of Medi Group Incorporated in the amount of $521,675 (the **"Medi Lien"**)	Medi Lien	Medi Lien	Medi Lien	Medi Lien	Medi Lien	Medi Lien	Medi Lien	Medi Lien
	Construction Lien in favour of Cardell Flooring Ltd. in the amount of $94,922 (the **"Cardell Lien"**)	Cardell Lien	Cardell Lien	Cardell Lien	Cardell Lien	Cardell Lien	Cardell Lien	Cardell Lien	Cardell Lien
	Construction Lien in favour of Foremont Drywall Inc., 1382479 Ontario Inc., 1382503 Ontario Inc., 2203579 Ontario Inc. C.O.B. as Foremont Drywall Contracting in the amount of $434,578 (the **"Foremont Lien"**)	Foremont Lien	Foremont Lien	Foremont Lien	Foremont Lien	Foremont Lien	Foremont Lien	Foremont Lien	Foremont Lien
	Construction Lien in favour of Canadian Concrete Forming Limited in the amount of $216,202 (the **"Canadian Concrete Lien"**)	Canadian Concrete	Canadian Concrete	Canadian Concrete	Canadian Concrete	Canadian Concrete	Canadian Concrete	Canadian Concrete	Canadian Concrete

Doc#2882768v1A

SUMMARY OF REAL PROPERTY ENCUMBRANCES

PHASE II			PHASE III						
LOT 1	LOT 23	LOT 24	LOT 18	LOT 19	LOT 20	LOT 22	LOT 23	LOT 24	LOT 25
	Construction Lien in favour of Pave Plumbing & Heating Inc. in the amount of $227,303 (the "**Pave Plumbing Lien**")	Pave Plumbing Lien	Pave Plumbing Lien	Pave Plumbing Lien	Pave Plumbing Lien	Pave Plumbing Lien	Pave Plumbing Lien	Pave Plumbing Lien	Pave Plumbing Lien
	Construction Lien in favour of E. D. Carpenters Limited in the amount of $328,674 (the "**E. D. Carpenters Lien**")	E. D. Carpenters Lien	E. D. Carpenters Lien	E. D. Carpenters Lien	E. D. Carpenters Lien	E. D. Carpenters Lien	E. D. Carpenters Lien	E. D. Carpenters Lien	E. D. Carpenters Lien
	Construction Lien in favour of Solo Electric Ltd. in the amount of $186,364 (the "**Solo Lien**")	Solo Lien	Solo Lien	Solo Lien	Solo Lien	Solo Lien	Solo Lien	Solo Lien	Solo Lien
	Construction Lien in favour of 1865721 Ontario Inc. in the amount of $91,519 (the "**186 Lien**")	186 Lien	186 Lien	186 Lien	186 Lien	186 Lien	186 Lien	186 Lien	186 Lien
	Construction Lien in favour of Renova Recycling (2000) Inc. in the amount of $29,392 (the "**Renova Lien**")	Renova Lien	Renova Lien	Renova Lien	Renova Lien	Renova Lien	Renova Lien	Renova Lien	Renova Lien

SUMMARY OF REAL PROPERTY ENCUMBRANCES

	PHASE II		PHASE III						
LOT 1	LOT 23	LOT 24	LOT 18	LOT 19	LOT 20	LOT 22	LOT 23	LOT 24	LOT 25
	Construction Lien in favour of GM Exteriors Inc. in the amount of $46,559 (the **"GM Lien"**)	GM Lien	GM Lien	GM Lien	GM Lien	GM Lien	GM Lien	GM Lien	GM Lien
	Construction Lien in favour of Gincola Aluminum Contractors Inc. in the amount of $82,579 (the **"Giancola Lien"**)	Gincola Lien	Gincola Lien	Gincola Lien	Gincola Lien	Gincola Lien	Gincola Lien	Gincola Lien	Gincola Lien
			Construction Lien in favour of The King-Con Corporation in the amount of $104,574 (the **"King-Con Lien"**)	King-Con Lien	King-Con Lien	King-Con Lien	King-Con Lien	King-Con Lien	King-Con Lien
				Construction Lien in favour of The Sanderson-Harold Company in the amount of $203,870 (the **"Sanderson-Harold Lien"**)	Sanderson-Harold Lien				Sanderson-Harold Lien
						Construction Lien in favour of Trustees of the Labourers' Union of North Americal Local 183	Labourers' Lien	Labourers' Lien	Labourers' Lien

304

SUMMARY OF REAL PROPERTY ENCUMBRANCES

PHASE II			PHASE III						
LOT 1	LOT 23	LOT 24	LOT 18	LOT 19	LOT 20	LOT 22	LOT 23	LOT 24	LOT 25
						Members' Benefit Trust Fund in the amount of $22,568 (the "Labourers' Lien")			

305

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LAND REGISTRY OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03206-3418 (LT)

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

PREPARED FOR SDurante
ON 2013/12/09 AT 11:30:46

PROPERTY DESCRIPTION: LOT 1, PLAN 65M4249; TOWN OF RICHMOND HILL

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
SUBDIVISION FROM 03206-3417

PIN CREATION DATE:
2011/03/31

OWNERS' NAMES
2147681 ONTARIO INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2011/03/31 **						
LB43081	1959/12/29	TRANSFER EASEMENT		*** DELETED AGAINST THIS PROPERTY ***	THE CORPORATION OF THE TOWNSHIP OF KING	
YR1254038	2008/11/14	CHARGE	$2,600,000	2147681 ONTARIO INC.	PUCCINI MORTGAGE CORP.	C
REMARKS: ALL PTS/VARIOUS LANDS						
YR1273814	2009/01/05	CHARGE	$5,500,000	2147681 ONTARIO INC.	DAPAUL MANAGEMENT LIMITED	C
REMARKS: ALL PTS/VARIOUS LANDS						
YR1274566	2009/01/07	POSTPONEMENT		PUCCINI MORTGAGE CORP.	DAPAUL MANAGEMENT LIMITED	C
REMARKS: YR1254038 TO YR1273814						
YR1386707	2009/10/07	CHARGE	$1,500,000	2147681 ONTARIO INC.	388242 ONTARIO LIMITED	C
REMARKS: ALL PTS/VARIOUS LANDS						
YR1439547	2010/02/09	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** CON-DRAIN COMPANY (1983) LTD.		
YR1461947	2010/04/07	CERTIFICATE		*** DELETED AGAINST THIS PROPERTY *** CON-DRAIN COMPANY (1983) LTD.		
REMARKS: ACTION RE YR1439547						
YR1551743	2010/09/22	NO SUB AGREEMENT		THE CORPORATION OF THE TOWN OF RICHMOND HILL	2147650 ONTARIO INC. 2147681 ONTARIO INC. 2148990 ONTARIO INC. 2148993 ONTARIO INC.	C
REMARKS: LOT 4 PLAN M807, BEING PTS 7 & 8, 65R32110; S/T LB43081 ; TOWN OF RICHMOND HILL PT LT 2 PL M807, BEING PTS 1 & 2 65R32110 ; RICHMOND HILL ; S/T EASE ON PT 1 65R30307 AS IN LB43081 PT LOT 3, PL M807, BEING PTS 3, 4, 5 & 6, 65R32110; S/T LB43081 ; TOWN OF RICHMOND HILL PT LTS 5 & 6, PLAN M807, BEING PTS 9 & 10, PLAN 65R32110, S/T EASEMENT AS IN LB43081 ; TOWN OF RICHMOND HILL PT LT 60 PL M807, BEING PT 11, 65R32110 ; S/T EASEMENT IN GROSS OVER PT 4, 65R31830 AS IN YR1403804 ; TOWN OF RICHMOND HILL						
YR1570887	2010/11/04	POSTPONEMENT		DAPAUL MANAGEMENT LIMITED	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C

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

* 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
REMARKS: YR1273814 TO YR1551743						
YR1570888	2010/11/04	POSTPONEMENT		PUCCINI MORTGAGE CORP.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1254038 TO YR1551743						
YR1570889	2010/11/04	POSTPONEMENT		388242 ONTARIO LIMITED	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1386707 TO YR1551743						
YR1570890	2010/11/04	APL (GENERAL)		*** DELETED AGAINST THIS PROPERTY *** CON-DRAIN COMPANY (1983) LTD.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	
REMARKS: YR1439547,YR1461947 TO YR1551743 DELETED BY YR1651487. DELETED BY CATHY BULMER 04/02/2013						
65M4249	2011/03/08	PLAN SUBDIVISION				C
YR1653487	2011/05/27	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** CON-DRAIN COMPANY (1983) LTD.		
REMARKS: YR1439547.						
YR1660253	2011/06/09	NOTICE		THE CORPORATION OF THE TOWN OF RICHMOND HILL	2147681 ONTARIO INC.	C
REMARKS: STANDARD AGREEMENT						
YR1668449	2011/06/24	CERTIFICATE		*** COMPLETELY DELETED *** PEARL REALTY & TECHNOLOGY INC.		
REMARKS: CERTIFICATE OF PENDING LITIGATION						
YR1799572	2012/03/26	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** MOSCONE TILE LTD.		
YR1799584	2012/03/26	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** MOSCONE MARBLE AND GRANITE		
YR1802004	2012/03/29	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** BASECRETE INC.		
YR1805254	2012/04/04	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** MOSCONE TILE LTD.		
REMARKS: YR1799572.						
YR1805259	2012/04/04	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** MOSCONE MARBLE AND GRANITE		
REMARKS: YR1799584.						

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307

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR1805513	2012/04/05	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** BASECRETE INC.		
REMARKS: YR1802004.						
YR1942419	2013/02/05	APL AMEND ORDER		*** COMPLETELY DELETED *** SUPERIOR COURT OF JUSTICE	2147681 ONTARIO INC.	
REMARKS: YR1668449.						
YR1946329	2013/02/15	CHARGE	$578,500	2147681 ONTARIO INC.	FOREMOST MORTGAGE HOLDING CORPORATION	C
YR1946333	2013/02/15	NO SEC INTEREST	$578,500	FOREMOST MORTGAGE HOLDING CORPORATION		C
REMARKS: YR1946329						
YR1946507	2013/02/19	POSTPONEMENT		388242 ONTARIO LIMITED	FOREMOST MORTGAGE HOLDING CORPORATION	C
REMARKS: YR1386707 TO YR1946329						
YR1946508	2013/02/19	POSTPONEMENT		PUCCINI MORTGAGE CORP.	FOREMOST MORTGAGE HOLDING CORPORATION	C
REMARKS: YR1254038 TO YR1946329						
YR1946509	2013/02/19	POSTPONEMENT		DAPAUL MANAGEMENT LIMITED	FOREMOST MORTGAGE HOLDING CORPORATION	C
REMARKS: YR1273814 TO YR1946329						
YR1991353	2013/06/18	LR'S ORDER		LAND REGISTRAR, NO. 65		C
REMARKS: ADDING THE S/T LB43081 TO THE THUMBNAIL DESCRIPTION.						
YR1995629	2013/06/27	TRANSFER REL&ABAND		*** COMPLETELY DELETED *** THE CORPORATION OF THE TOWN OF RICHMOND HILL	THE CORPORATION OF THE TOWN OF RICHMOND HILL	
REMARKS: LB43081.						
YR2004682	2013/07/16	LR'S ORDER		*** COMPLETELY DELETED *** LAND REGISTRAR, NO. 65		
REMARKS: AMENDING S/T EASEMENT TO LB43081 IN THUMBNAIL DESCRIPTION.						
YR2016863	2013/08/09	CONSTRUCTION LIEN	$94,837	CON-DRAIN COMPANY (1983) LIMITED		C
YR2016890	2013/08/09	NOTICE		CON-DRAIN COMPANY (1983) LIMITED		C
YR2048904	2013/10/18	CONSTRUCTION LIEN	$135,060	ARGO LUMBER INC.		C
YR2050277	2013/10/22	CONSTRUCTION LIEN	$67,793	NEWMAR WINDOW MANUFACTURING INC.		C

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR2060246	2013/11/14	CONSTRUCTION LIEN	$108,287	669857 ONTARIO INC.		C
YR2067687	2013/11/29	CERTIFICATE		ARGO LUMBER INC.	ONTARIO SUPERIOR COURT OF JUSTICE	C
REMARKS: CERTIFICATE OF ACTION YR2018904						
YR2067695	2013/11/29	CERTIFICATE		NEWMAR WINDOW MANUFACTURING INC.	ONTARIO SUPERIOR COURT OF JUSTICE	C
REMARKS: CERTIFICATE OF ACTION YR2050277						

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Ontario ServiceOntario

LAND REGISTRY OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03206-3440 (LT)

PREPARED FOR SDurante
ON 2013/12/09 AT 11:33:59

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

PROPERTY DESCRIPTION: LOT 23, PLAN 65M4249; SUBJECT TO AN EASEMENT IN GROSS OVER PT 2, 65R32917 AS IN YR1620823; TOWN OF RICHMOND HILL

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
SUBDIVISION FROM 03206-3417

PIN CREATION DATE:
2011/03/31

OWNERS' NAMES
2148990 ONTARIO INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2011/03/31 **						
YR1273792	2009/01/05	CHARGE		*** DELETED AGAINST THIS PROPERTY *** 2148990 ONTARIO INC.	BANK OF MONTREAL	
YR1273793	2009/01/05	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY *** 2148990 ONTARIO INC.	BANK OF MONTREAL	
REMARKS: RENTS - YR1273792						
YR1315616	2009/05/12	NOTICE		*** DELETED AGAINST THIS PROPERTY *** BANK OF MONTREAL	2148990 ONTARIO INC.	
REMARKS: YR1273792						
YR1551743	2010/09/22	NO SUB AGREEMENT		THE CORPORATION OF THE TOWN OF RICHMOND HILL	2147650 ONTARIO INC. 2147681 ONTARIO INC. 2148990 ONTARIO INC. 2148993 ONTARIO INC.	C
REMARKS: LOT 4 PLAN M807, BEING PTS 7 & 8, 65R32110; S/T LB43081 ; TOWN OF RICHMOND HILL PT LT 2 PL M807, BEING PTS 1 & 2 65R32110 ; RICHMOND HILL ; S/T EASE ON PT 1 65R30307 AS IN LB43081 PT LOT 3, PL M807, BEING PTS 3, 4, 5 & 6, 65R32110; S/T LB43081 ; TOWN OF RICHMOND HILL PT LTS 5 & 6, PLAN M807, BEING PTS 9 & 10, PLAN 65R32110, S/T EASEMENT AS IN LB43081 ; TOWN OF RICHMOND HILL PT LT 60 PL M807, BEING PT 11, 65R32110 ; S/T EASEMENT IN GROSS OVER PT 4, 65R31830 AS IN YR1403804 ; TOWN OF RICHMOND HILL						
YR1562903	2010/10/18	CHARGE		*** DELETED AGAINST THIS PROPERTY *** 2148990 ONTARIO INC.	53 PUCCINI MORTGAGE CORP.	
YR1570877	2010/11/04	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** BANK OF MONTREAL	THE CORPORATION OF THE TOWN OF RICHMOND HILL	
REMARKS: YR1273792 TO YR1551743						
YR1570879	2010/11/04	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** 53 PUCCINI MORTGAGE CORP.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	
REMARKS: YR1562903 TO YR1551743						
YR1578126	2010/11/22	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY ***		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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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
				53 PUCCINI MORTGAGE CORP.	BANK OF MONTREAL	
REMARKS: YR1562903 TO YR1273792						
65M4249	2011/03/08	PLAN SUBDIVISION				C
65R32917	2011/03/10	PLAN REFERENCE				C
YR1620823	2011/03/14	TRANSFER EASEMENT		2148990 ONTARIO INC.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
YR1620828	2011/03/14	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** BANK OF MONTREAL	THE CORPORATION OF THE TOWN OF RICHMOND HILL	
REMARKS: YR1273792 TO YR1620823						
YR1620829	2011/03/14	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** 53 PUCCINI MORTGAGE CORP.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	
REMARKS: YR1562903 TO YR1620823						
YR1650738	2011/05/20	CHARGE	$3,500,000	2148990 ONTARIO INC.	CASTLE LANE DESIGN GROUP INC.	C
YR1651339	2011/05/24	POSTPONEMENT		*** COMPLETELY DELETED *** 53 PUCCINI MORTGAGE CORP.	CASTLE LANE DESIGN GROUP INC.	
REMARKS: YR1562903 TO YR1650738						
YR1652429	2011/05/25	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		
REMARKS: YR1273792.						
YR1795399	2012/03/15	NOTICE	$2	CASTLE LANE DESIGN GROUP INC.	2148990 ONTARIO INC.	C
REMARKS: YR1650738						
YR1799572	2012/03/26	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** MOSCONE TILE LTD.		
YR1799584	2012/03/26	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** MOSCONE MARBLE AND GRANITE		
YR1802004	2012/03/29	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** BASECRETE INC.		
YR1805254	2012/04/04	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** MOSCONE TILE LTD.		

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
REMARKS: YR1799572.						
YR1805259	2012/04/04	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** MOSCONE MARBLE AND GRANITE		
REMARKS: YR1799584.						
YR1805513	2012/04/05	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** BASECRETE INC.		
REMARKS: YR1802004.						
YR1890636	2012/09/27	DISCH OF CHARGE		*** COMPLETELY DELETED *** 53 PUCCINI MORTGAGE CORP.		
REMARKS: YR1562903.						
YR1890643	2012/09/27	CHARGE	$617,500	2148990 ONTARIO INC.	HOME TRUST COMPANY	C
YR1890664	2012/09/27	POSTPONEMENT		CASTLE LANE DESIGN GROUP INC.	HOME TRUST COMPANY	C
REMARKS: YR1650738 TO YR1890643						
YR1890675	2012/09/27	NOTICE	$2	2148990 ONTARIO INC.	CASTLE LANE DESIGN GROUP INC.	C
REMARKS: YR1650738						
YR1913155	2012/11/19	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** WESTON FLOORING LIMITED		
YR1953111	2013/03/07	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** 2139084 ONTARIO INC.		
REMARKS: YR1913155.						
YR2016863	2013/08/09	CONSTRUCTION LIEN	$94,837	CON-DRAIN COMPANY (1983) LIMITED		C
YR2016890	2013/08/09	NOTICE		CON-DRAIN COMPANY (1983) LIMITED		C
YR2048904	2013/10/18	CONSTRUCTION LIEN	$135,060	ARGO LUMBER INC.		C
YR2050277	2013/10/22	CONSTRUCTION LIEN	$67,793	NEWMAR WINDOW MANUFACTURING INC.		C
YR2056986	2013/11/06	CONSTRUCTION LIEN	$554,354	PILBRO III INC.		C
YR2057173	2013/11/06	CONSTRUCTION LIEN	$521,675	MEDI GROUP INCORPORATED		C

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR2057568	2013/11/07	CONSTRUCTION LIEN	$94,922	CARDELL FLOORING LTD.		C
YR2057675	2013/11/07	CONSTRUCTION LIEN	$434,578	FOREMONT DRYWALL INC., 1382479 ONTARIO INC. 1382503 ONTARIO INC. 2203579 ONTARIO INC.		C
YR2057676	2013/11/07	CONSTRUCTION LIEN	$216,202	CANADIAN CONCRETE FORMING LIMITED		C
YR2057677	2013/11/07	CONSTRUCTION LIEN	$227,303	PAVE PLUMBING & HEATING INC.		C
YR2058240	2013/11/08	CONSTRUCTION LIEN	$328,674	E. D. CARPENTERS LIMITED		C
YR2058688	2013/11/12	CONSTRUCTION LIEN	$186,364	SOLO ELECTRIC LTD.		C
YR2059379	2013/11/13	CONSTRUCTION LIEN	$91,519	1865721 ONTARIO INC.		C
YR2060384	2013/11/14	CONSTRUCTION LIEN	$29,392	RENOVA RECYCLING (2000) INC.		C
YR2060546	2013/11/15	CERTIFICATE		1865721 ONTARIO INC.		C
REMARKS: YR2059379						
YR2060547	2013/11/15	CERTIFICATE		MEDI GROUP INCORPORATED		C
REMARKS: YR2057173						
YR2060548	2013/11/15	CERTIFICATE		CARDELL FLOORING LTD.		C
REMARKS: YR2057568						
YR2060549	2013/11/15	CERTIFICATE		CANADIAN CONCRETE FORMING LIMITED		C
REMARKS: YR2057676						
YR2060550	2013/11/15	CERTIFICATE		FOREMONT DRYWALL INC., 1382479 ONTARIO INC., 1382503 ONTARIO INC., 2203579 ONTARIO INC., C.O.B. FOREMONT DRYWALL CONTRACTING		C
REMARKS: YR2057675						
YR2060551	2013/11/15	CERTIFICATE		E. D. CARPENTERS LIMITED		C
REMARKS: YR2058240						
YR2060571	2013/11/15	CERTIFICATE		SOLO ELECTRIC LTD.		C
REMARKS: YR2058688						

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314

LAND
REGISTRY
OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03206-3440 (LT)

PREPARED FOR SDurante
ON 2013/12/09 AT 11:33:59

* 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
YR2060572	2013/11/15	CERTIFICATE		PILBRO III INC.		C
REMARKS: YR2056986						
YR2060573	2013/11/15	CERTIFICATE		PAVE PLUMBING & HEATING INC.		C
REMARKS: YR2057677						
YR2062198	2013/11/19	CONSTRUCTION LIEN	$46,559	GM EXTERIORS INC.		C
YR2062199	2013/11/19	CONSTRUCTION LIEN	$82,579	GIANCOLA ALUMINUM CONTRACTORS INC.		C
YR2067687	2013/11/29	CERTIFICATE		ARGO LUMBER INC.	ONTARIO SUPERIOR COURT OF JUSTICE	C
REMARKS: CERTIFICATE OF ACTION YR2048904						
YR2067695	2013/11/29	CERTIFICATE		NEWMAR WINDOW MANUFACTURING INC.	ONTARIO SUPERIOR COURT OF JUSTICE	C
REMARKS: CERTIFICATE OF ACTION YR2050277						
YR2070295	2013/12/05	CERTIFICATE		GM EXTERIORS INC.		
YR2070296	2013/12/05	CERTIFICATE		GIANCOLA ALUMINUM CONTRACTORS INC.		

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Ontario ServiceOntario

LAND REGISTRY OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03206-3441 (LT)

PREPARED FOR SDurante
ON 2013/12/09 AT 11:35:18

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

PROPERTY DESCRIPTION: LOT 24, PLAN 65M4249; SUBJECT TO AN EASEMENT IN GROSS OVER PT 3, 65R32917 AS IN YR1620823; TOWN OF RICHMOND HILL

PROPERTY REMARKS:

ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE

RECENTLY: SUBDIVISION FROM 03206-3417

PIN CREATION DATE: 2011/03/31

OWNERS' NAMES: 2148990 ONTARIO INC.

CAPACITY: ROWN | SHARE:

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2011/03/31 **						
YR1273792	2009/01/05	CHARGE		*** DELETED AGAINST THIS PROPERTY *** 2148990 ONTARIO INC.	BANK OF MONTREAL	
YR1273793	2009/01/05	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY *** 2148990 ONTARIO INC.	BANK OF MONTREAL	
REMARKS: RENTS - YR1273792						
YR1315616	2009/05/12	NOTICE		*** DELETED AGAINST THIS PROPERTY *** BANK OF MONTREAL	2148990 ONTARIO INC.	
REMARKS: YR1273792						
YR1551743	2010/09/22	NO SUB AGREEMENT		THE CORPORATION OF THE TOWN OF RICHMOND HILL	2147650 ONTARIO INC. 2147681 ONTARIO INC. 2148990 ONTARIO INC. 2148993 ONTARIO INC.	C
REMARKS: LOT 4 PLAN M807, BEING PTS 7 & 8, 65R32110; S/T LB43081 ; TOWN OF RICHMOND HILL PT LT 2 PL M807, BEING PTS 1 & 2 65R32110 ; RICHMOND HILL ; S/T EASE ON PT 1 65R30307 AS IN LB43081 PT LOT 3, PL M807, BEING PTS 3, 4, 5 & 6, 65R32110; S/T LB43081 ; TOWN OF RICHMOND HILL PT LTS 5 & 6, PLAN M807, BEING PTS 9 & 10, PLAN 65R32110, S/T EASEMENT AS IN LB43081 ; TOWN OF RICHMOND HILL PT LT 60 PL M807, BEING PT 11, 65R32110 ; S/T EASEMENT IN GROSS OVER PT 4, 65R31830 AS IN YR1403804 ; TOWN OF RICHMOND HILL						
YR1562903	2010/10/18	CHARGE		*** DELETED AGAINST THIS PROPERTY *** 2148990 ONTARIO INC.	53 PUCCINI MORTGAGE CORP.	
YR1570877	2010/11/04	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** BANK OF MONTREAL	THE CORPORATION OF THE TOWN OF RICHMOND HILL	
REMARKS: YR1273792 TO YR1551743						
YR1570879	2010/11/04	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** 53 PUCCINI MORTGAGE CORP.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	
REMARKS: YR1562903 TO YR1551743						
YR1578126	2010/11/22	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY ***		

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317

Ontario ServiceOntario

LAND REGISTRY OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03206-3441 (LT)

PREPARED FOR SDurante
ON 2013/12/09 AT 11:35:18

* 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
				53 PUCCINI MORTGAGE CORP.	BANK OF MONTREAL	
REMARKS: YR1562903 TO YR1273792						
65M4249	2011/03/08	PLAN SUBDIVISION				C
65R32917	2011/03/10	PLAN REFERENCE				C
YR1620823	2011/03/14	TRANSFER EASEMENT		2148990 ONTARIO INC.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
YR1620828	2011/03/14	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** BANK OF MONTREAL	THE CORPORATION OF THE TOWN OF RICHMOND HILL	
REMARKS: YR1273792 TO YR1620823						
YR1620829	2011/03/14	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** 53 PUCCINI MORTGAGE CORP.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	
REMARKS: YR1562903 TO YR1620823						
YR1650738	2011/05/20	CHARGE	$3,500,000	2148990 ONTARIO INC.	CASTLE LANE DESIGN GROUP INC.	C
YR1651339	2011/05/24	POSTPONEMENT		*** COMPLETELY DELETED *** 53 PUCCINI MORTGAGE CORP.	CASTLE LANE DESIGN GROUP INC.	
REMARKS: YR1562903 TO YR1650738						
YR1652429	2011/05/25	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		
REMARKS: YR1273792.						
YR1795399	2012/03/15	NOTICE	$2	CASTLE LANE DESIGN GROUP INC.	2148990 ONTARIO INC.	C
REMARKS: YR1650738						
YR1799572	2012/03/26	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** MOSCONE TILE LTD.		
YR1799584	2012/03/26	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** MOSCONE MARBLE AND GRANITE		
YR1802004	2012/03/29	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** BASECRETE INC.		
YR1805254	2012/04/04	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** MOSCONE TILE LTD.		

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318

* 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
REMARKS: YR1799572.						
YR1805259	2012/04/04	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** MOSCONE MARBLE AND GRANITE		
REMARKS: YR1799584.						
YR1805513	2012/04/05	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** BASECRETE INC.		
REMARKS: YR1802004.						
YR1890636	2012/09/27	DISCH OF CHARGE		*** COMPLETELY DELETED *** 53 PUCCINI MORTGAGE CORP.		
REMARKS: YR1562903.						
YR1890639	2012/09/27	CHARGE	$617,500	2148990 ONTARIO INC.	HOME TRUST COMPANY	C
YR1890658	2012/09/27	POSTPONEMENT		CASTLE LANE DESIGN GROUP INC.	HOME TRUST COMPANY	C
REMARKS: YR1650738 TO YR1890639						
YR1890675	2012/09/27	NOTICE	$2	2148990 ONTARIO INC.	CASTLE LANE DESIGN GROUP INC.	C
REMARKS: YR1650738						
YR2048904	2013/10/18	CONSTRUCTION LIEN	$135,060	ARGO LUMBER INC.		C
YR2050277	2013/10/22	CONSTRUCTION LIEN	$67,793	NEWMAR WINDOW MANUFACTURING INC.		C
YR2056986	2013/11/06	CONSTRUCTION LIEN	$554,354	PILBRO III INC.		C
YR2057173	2013/11/06	CONSTRUCTION LIEN	$521,675	MEDI GROUP INCORPORATED		C
YR2057568	2013/11/07	CONSTRUCTION LIEN	$94,922	CARDELL FLOORING LTD.		C
YR2057675	2013/11/07	CONSTRUCTION LIEN	$434,578	FOREMONT DRYWALL INC., 1382479 ONTARIO INC. 1382503 ONTARIO INC. 2203579 ONTARIO INC.		C
YR2057676	2013/11/07	CONSTRUCTION LIEN	$216,202	CANADIAN CONCRETE FORMING LIMITED		C
YR2057677	2013/11/07	CONSTRUCTION LIEN	$227,303	PAVE PLUMBING & HEATING INC.		C

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319

Ontario ServiceOntario

LAND REGISTRY OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03206-3441 (LT)

PREPARED FOR SDurante
ON 2013/12/09 AT 11:35:18

* 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
YR2058240	2013/11/08	CONSTRUCTION LIEN	$328,674	E. D. CARPENTERS LIMITED		C
YR2058688	2013/11/12	CONSTRUCTION LIEN	$186,364	SOLO ELECTRIC LTD.		C
YR2059379	2013/11/13	CONSTRUCTION LIEN	$91,519	1865721 ONTARIO INC.		C
YR2060384	2013/11/14	CONSTRUCTION LIEN	$29,392	RENOVA RECYCLING (2000) INC.		C
YR2060546	2013/11/15	CERTIFICATE		1865721 ONTARIO INC.		C
REMARKS: YR2059379						
YR2060547	2013/11/15	CERTIFICATE		MEDI GROUP INCORPORATED		C
REMARKS: YR2057173						
YR2060548	2013/11/15	CERTIFICATE		CARDELL FLOORING LTD.		C
REMARKS: YR2057568						
YR2060549	2013/11/15	CERTIFICATE		CANADIAN CONCRETE FORMING LIMITED		C
REMARKS: YR2057676						
YR2060550	2013/11/15	CERTIFICATE		FOREMONT DRYWALL INC., 1382479 ONTARIO INC., 1382503 ONTARIO INC., 2203579 ONTARIO INC., C.O.B. FOREMONT DRYWALL CONTRACTING		C
REMARKS: YR2057675						
YR2060551	2013/11/15	CERTIFICATE		E. D. CARPENTERS LIMITED		C
REMARKS: YR2058240						
YR2060571	2013/11/15	CERTIFICATE		SOLO ELECTRIC LTD.		C
REMARKS: YR2058688						
YR2060572	2013/11/15	CERTIFICATE		PILBRO III INC.		C
REMARKS: YR2056986						
YR2060573	2013/11/15	CERTIFICATE		PAVE PLUMBING & HEATING INC.		C
REMARKS: YR2057677						
YR2062198	2013/11/19	CONSTRUCTION LIEN	$46,559	GM EXTERIORS INC.		C
YR2062199	2013/11/19	CONSTRUCTION LIEN	$82,579	GIANCOLA ALUMINUM CONTRACTORS INC.		C

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

LAND REGISTRY OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03206-3441 (LT)

PREPARED FOR SDurante
ON 2013/12/09 AT 11:35:18

* 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
YR2067687	2013/11/29	CERTIFICATE		ARGO LUMBER INC.	ONTARIO SUPERIOR COURT OF JUSTICE	C
REMARKS: CERTIFICATE OF ACTION YR2048904						
YR2067695	2013/11/29	CERTIFICATE		NEWMAR WINDOW MANUFACTURING INC.	ONTARIO SUPERIOR COURT OF JUSTICE	C
REMARKS: CERTIFICATE OF ACTION YR2050277						
YR2070295	2013/12/05	CERTIFICATE		GM EXTERIORS INC.		
YR2070296	2013/12/05	CERTIFICATE		GIANCOLA ALUMINUM CONTRACTORS 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

03206-3501 (LT)

PREPARED FOR SDurante
ON 2013/12/09 AT 11:36:20

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

PROPERTY DESCRIPTION: LOT 18, PLAN 65M4331; TOWN OF RICHMOND HILL

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
SUBDIVISION FROM 03206-3483

PIN CREATION DATE:
2012/08/09

OWNERS' NAMES
2148990 ONTARIO INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2012/08/09 **						
LB43081	1959/12/29	TRANSFER EASEMENT		*** DELETED AGAINST THIS PROPERTY ***	THE CORPORATION OF THE TOWNSHIP OF KING	
YR1084937	2007/11/09	TRANSFER	$2,279,700	OWNERS	2148990 ONTARIO INC.	C
YR1273792	2009/01/05	CHARGE	$12,387,000	2148990 ONTARIO INC.	BANK OF MONTREAL	C
YR1273793	2009/01/05	NO ASSGN RENT GEN		2148990 ONTARIO INC.	BANK OF MONTREAL	C
REMARKS: RENTS - YR1273792						
YR1315616	2009/05/12	NOTICE	$2	BANK OF MONTREAL	2148990 ONTARIO INC.	C
REMARKS: YR1273792						
YR1376244	2009/09/18	NO SUB AGREEMENT		THE CORPORATION OF THE TOWN OF RICHMOND HILL	2148993 ONTARIO INC. 2148990 ONTARIO INC.	C
YR1388186	2009/10/13	POSTPONEMENT		BANK OF MONTREAL	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1273792 TO YR1376244						
YR1493832	2010/06/10	NOTICE	$2	2148990 ONTARIO INC.	BANK OF MONTREAL	C
REMARKS: YR1273792						
YR1562903	2010/10/18	CHARGE	$2,000,000	2148990 ONTARIO INC.	53 PUCCINI MORTGAGE CORP.	C
YR1578126	2010/11/22	POSTPONEMENT		53 PUCCINI MORTGAGE CORP.	BANK OF MONTREAL	C
REMARKS: YR1562903 TO YR1273792						
YR1657652	2011/06/02	NOTICE	$2	53 PUCCINI MORTGAGE CORP.	2148990 ONTARIO INC.	C
REMARKS: YR1562903						
YR1657656	2011/06/02	CHARGE	$3,200,000	2148990 ONTARIO INC.	NASTELL INVESTMENTS LIMITED	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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323

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR1783162	2012/02/13	NOTICE	$2	NASTELL INVESTMENTS LIMITED	2148990 ONTARIO INC.	C
REMARKS: YR1657656						
YR1805185	2012/04/04	RESTRICTION-LAND		*** DELETED AGAINST THIS PROPERTY *** 2147650 ONTARIO INC. 2148993 ONTARIO INC. 2148990 ONTARIO INC.		
REMARKS: NO TRANSFER OR CHARGE OF THE LANDS DESCRIBED IN THE PROPERTIES SECT ABOVE SHALL BE REGISTERED WITHOUT THE CONSENT OF THE TOWN SOLICITOR, ASSISTANT TOWN SOLICITOR OR THE CAO OF THE CORPORATION OF THE TOWN OF RICHMOND HILL. PTS 10, 11, 12 & 13, PL 65R33105. PTS 14 & 15, PL 65R33105. PTS 1 & 2, PL 65R33105 PTS 4 & 5, PL 65R33105 PTS 6 & 7, PL 65R33105 PTS 8 & 9, PL 65R33105 PTS 16 & 17, PL 65R33105 PT 3, PL 65R33105.						
YR1811419	2012/04/20	NO SUB AGREEMENT		THE CORPORATION OF THE TOWN OF RICHMOND HILL	2147650 ONTARIO INC. 2148990 ONTARIO INC. 2148993 ONTARIO INC.	C
REMARKS: PTS 10,11, 12 & 13, PL 65R33105 PTS 14 & 15, PL 65R33105 PTS 1 & 2, PL 65R33105 PTS 4 & 5, PL 65R33105 PTS 6 & 7, PL 65R33105 PTS 8 & 9, PL 65R33105 PTS 16 & 17, PL 65R33105 PT 3, PL 65R33105						
YR1812191	2012/04/23	POSTPONEMENT		BANK OF MONTREAL	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1273792, YR1273793, YR1315616, YR1493832 TO YR1811419						
YR1812192	2012/04/23	POSTPONEMENT		53 PUCCINI MORTGAGE CORP.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1562903 & YR1657652 TO YR1811419						
YR1812193	2012/04/23	POSTPONEMENT		NASTELL INVESTMENTS LIMITED	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1657656 & YR1783162 TO YR1811419						
65M4331	2012/07/20	PLAN SUBDIVISION				C
YR1857197	2012/07/20	APL INH ORDER-LAND		*** DELETED AGAINST THIS PROPERTY *** THE CORPORATION OF THE TOWN OF RICHMOND HILL		
65R33751	2012/07/20	PLAN REFERENCE				C
YR1858108	2012/07/23	TRANSFER EASEMENT		2148990 ONTARIO INC.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
YR1858123	2012/07/23	POSTPONEMENT		BANK OF MONTREAL	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1273792, YR1273793, YR1315616 & YR1493832 TO YR1858108						
YR1858124	2012/07/23	POSTPONEMENT		53 PUCCINI MORTGAGE CORP.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1562903 & YR1657652 TO YR1858108						

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324

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR1858125	2012/07/23	POSTPONEMENT		NASTELL INVESTMENTS LIMITED	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1657656 & YR1783162 TO YR1858108						
YR1878258	2012/08/30	APL DEL INH ORDER		*** COMPLETELY DELETED *** THE CORPORATION OF THE TOWN OF RICHMOND HILL		
REMARKS: YR1857197.						
YR1881934	2012/09/06	APL DELETE REST		*** COMPLETELY DELETED *** 2147650 ONTARIO INC. 2148990 ONTARIO INC. 2148993 ONTARIO INC.		
REMARKS: YR1805185.						
YR1995629	2013/06/27	TRANSFER REL&ABAND		*** COMPLETELY DELETED *** THE CORPORATION OF THE TOWN OF RICHMOND HILL	THE CORPORATION OF THE TOWN OF RICHMOND HILL	
REMARKS: LB43081.						
YR2016863	2013/08/09	CONSTRUCTION LIEN	$94,837	CON-DRAIN COMPANY (1983) LIMITED		C
YR2016890	2013/08/09	NOTICE		CON-DRAIN COMPANY (1983) LIMITED		C
YR2043150	2013/10/03	CERTIFICATE		CON-DRAIN COMPANY (1983) LTD.		C
REMARKS: YR2016863						
YR2048904	2013/10/18	CONSTRUCTION LIEN	$135,060	ARGO LUMBER INC.		C
YR2049079	2013/10/18	CONSTRUCTION LIEN	$104,574	THE KING-CON CORPORATION		C
YR2050277	2013/10/22	CONSTRUCTION LIEN	$67,793	NEWMAR WINDOW MANUFACTURING INC.		C
YR2056986	2013/11/06	CONSTRUCTION LIEN	$554,354	PILBRO III INC.		C
YR2057173	2013/11/06	CONSTRUCTION LIEN	$521,675	MEDI GROUP INCORPORATED		C
YR2057568	2013/11/07	CONSTRUCTION LIEN	$94,922	CARDELL FLOORING LTD.		C
YR2057675	2013/11/07	CONSTRUCTION LIEN	$434,578	FOREMONT DRYWALL INC., 1382479 ONTARIO INC. 1382503 ONTARIO INC. 2203579 ONTARIO INC.		C

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325

Ontario ServiceOntario

LAND REGISTRY OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03206-3501 (LT)

PREPARED FOR SDurante
ON 2013/12/09 AT 11:36:20

* 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
YR2057676	2013/11/07	CONSTRUCTION LIEN	$216,302	CANADIAN CONCRETE FORMING LIMITED		C
YR2057677	2013/11/07	CONSTRUCTION LIEN	$227,303	PAVE PLUMBING & HEATING INC.		C
YR2058240	2013/11/08	CONSTRUCTION LIEN	$328,674	E. D. CARPENTERS LIMITED		C
YR2058688	2013/11/12	CONSTRUCTION LIEN	$186,364	SOLO ELECTRIC LTD.		C
YR2059379	2013/11/13	CONSTRUCTION LIEN	$91,519	1865721 ONTARIO INC.		C
YR2060246	2013/11/14	CONSTRUCTION LIEN	$108,287	669857 ONTARIO INC.		C
YR2060384	2013/11/14	CONSTRUCTION LIEN	$29,392	RENOVA RECYCLING (2000) INC.		C
YR2060546	2013/11/15	CERTIFICATE		1865721 ONTARIO INC.		C
REMARKS: YR2059379						
YR2060547	2013/11/15	CERTIFICATE		MEDI GROUP INCORPORATED		C
REMARKS: YR2057173						
YR2060548	2013/11/15	CERTIFICATE		CARDELL FLOORING LTD.		C
REMARKS: YR2057568						
YR2060549	2013/11/15	CERTIFICATE		CANADIAN CONCRETE FORMING LIMITED		C
REMARKS: YR2057676						
YR2060550	2013/11/15	CERTIFICATE		FOREMONT DRYWALL INC., 1382479 ONTARIO INC., 1382503 ONTARIO INC., 2203579 ONTARIO INC., C.O.B. FOREMONT DRYWALL CONTRACTING		C
REMARKS: YR2057675						
YR2060551	2013/11/15	CERTIFICATE		E. D. CARPENTERS LIMITED		C
REMARKS: YR2058240						
YR2060571	2013/11/15	CERTIFICATE		SOLO ELECTRIC LTD.		C
REMARKS: YR2058688						
YR2060572	2013/11/15	CERTIFICATE		PILBRO III INC.		C
REMARKS: YR2056986						

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Ontario ServiceOntario

LAND REGISTRY OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03206-3501 (LT)

PREPARED FOR SDurante
ON 2013/12/09 AT 11:36:20

* 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
YR2060573	2013/11/15	CERTIFICATE		PAVE PLUMBING & HEATING INC.		C
REMARKS: YR2057677						
YR2061882	2013/11/18	CERTIFICATE		THE KING-CON CORPORATION		C
REMARKS: CERTIFICATE OF ACTION FOR YR2049079						
YR2062198	2013/11/19	CONSTRUCTION LIEN	$46,559	GM EXTERIORS INC.		C
YR2062199	2013/11/19	CONSTRUCTION LIEN	$82,579	GIANCOLA ALUMINUM CONTRACTORS INC.		C
YR2067687	2013/11/29	CERTIFICATE		ARGO LUMBER INC.	ONTARIO SUPERIOR COURT OF JUSTICE	C
REMARKS: CERTIFICATE OF ACTION YR2048904						
YR2067695	2013/11/29	CERTIFICATE		NEWMAR WINDOW MANUFACTURING INC.	ONTARIO SUPERIOR COURT OF JUSTICE	C
REMARKS: CERTIFICATE OF ACTION YR2050277						
YR2070295	2013/12/05	CERTIFICATE		GM EXTERIORS INC.		
YR2070296	2013/12/05	CERTIFICATE		GIANCOLA ALUMINUM CONTRACTORS INC.		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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327

Ontario ServiceOntario

LAND REGISTRY OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03206-3502 (LT)

PREPARED FOR SDurante
ON 2013/12/09 AT 11:37:34

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

PROPERTY DESCRIPTION: LOT 19, PLAN 65M4331; TOWN OF RICHMOND HILL

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
SUBDIVISION FROM 03206-3483

PIN CREATION DATE:
2012/08/09

OWNERS' NAMES
2148990 ONTARIO INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2012/08/09 **						
YR1084937	2007/11/09	TRANSFER	$2,279,700	OWNERS	2148990 ONTARIO INC.	C
YR1273792	2009/01/05	CHARGE	$12,387,000	2148990 ONTARIO INC.	BANK OF MONTREAL	C
YR1273793	2009/01/05	NO ASSGN RENT GEN		2148990 ONTARIO INC.	BANK OF MONTREAL	C
REMARKS: RENTS - YR1273792						
YR1315616	2009/05/12	NOTICE	$2	BANK OF MONTREAL	2148990 ONTARIO INC.	C
REMARKS: YR1273792						
YR1376244	2009/09/18	NO SUB AGREEMENT		THE CORPORATION OF THE TOWN OF RICHMOND HILL	2148993 ONTARIO INC. 2148990 ONTARIO INC.	C
YR1388186	2009/10/13	POSTPONEMENT		BANK OF MONTREAL	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1273792 TO YR1376244						
YR1493832	2010/06/10	NOTICE	$2	2148990 ONTARIO INC.	BANK OF MONTREAL	C
REMARKS: YR1273792						
YR1562903	2010/10/18	CHARGE	$2,000,000	2148990 ONTARIO INC.	53 PUCCINI MORTGAGE CORP.	C
YR1578126	2010/11/22	POSTPONEMENT		53 PUCCINI MORTGAGE CORP.	BANK OF MONTREAL	C
REMARKS: YR1562903 TO YR1273792						
YR1657652	2011/06/02	NOTICE	$2	53 PUCCINI MORTGAGE CORP.	2148990 ONTARIO INC.	C
REMARKS: YR1562903						
YR1657656	2011/06/02	CHARGE	$3,200,000	2148990 ONTARIO INC.	NASTELL INVESTMENTS LIMITED	C
YR1783162	2012/02/13	NOTICE	$2	NASTELL INVESTMENTS LIMITED	2148990 ONTARIO INC.	C
REMARKS: YR1657656						

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Ontario ServiceOntario

LAND REGISTRY OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03206-3502 (LT)

PREPARED FOR SDurante
ON 2013/12/09 AT 11:37:34

* 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
YR1805185	2012/04/04	RESTRICTION-LAND		*** DELETED AGAINST THIS PROPERTY *** 2147650 ONTARIO INC. 2148993 ONTARIO INC. 2148990 ONTARIO INC.		
REMARKS: NO TRANSFER OR CHARGE OF THE LANDS DESCRIBED IN THE PROPERTIES SECT ABOVE SHALL BE REGISTERED WITHOUT THE CONSENT OF THE TOWN SOLICITOR, ASSISTANT TOWN SOLICITOR OR THE CAO OF THE CORPORATION OF THE TOWN OF RICHMOND HILL. PTS 10, 11, 12 & 13, PL 65R33105. PTS 14 & 15, PL 65R33105. PTS 1 & 2, PL 65R33105 PTS 4 & 5, PL 65R33105 PTS 6 & 7, PL 65R33105 PTS 8 & 9, PL 65R33105 PTS 16 & 17, PL 65R33105 PT 3, PL 65R33105.						
YR1811419	2012/04/20	NO SUB AGREEMENT		THE CORPORATION OF THE TOWN OF RICHMOND HILL	2147650 ONTARIO INC. 2148990 ONTARIO INC. 2148993 ONTARIO INC.	C
REMARKS: PTS 10, 11, 12 & 13, PL 65R33105 PTS 14 & 15, PL 65R33105 PTS 1 & 2, PL 65R33105 PTS 4 & 5, PL 65R33105 PTS 6 & 7, PL 65R33105 PTS 8 & 9, PL 65R33105 PTS 16 & 17, PL 65R33105 PT 3, PL 65R33105						
YR1812191	2012/04/23	POSTPONEMENT		BANK OF MONTREAL	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1273792, YR1273793, YR1315616, YR1493832 TO YR1811419						
YR1812192	2012/04/23	POSTPONEMENT		53 PUCCINI MORTGAGE CORP.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1562903 & YR1657652 TO YR1811419						
YR1812193	2012/04/23	POSTPONEMENT		NASTELL INVESTMENTS LIMITED	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1657656 & YR1783162 TO YR1811419						
65M4331	2012/07/20	PLAN SUBDIVISION				C
YR1857197	2012/07/20	APL INH ORDER-LAND		*** DELETED AGAINST THIS PROPERTY *** THE CORPORATION OF THE TOWN OF RICHMOND HILL		
REMARKS: DOES NOT AFFECT LOT. DELETED BY CATHY BULMER 27/05/2013.						
YR1881934	2012/09/06	APL DELETE REST		*** COMPLETELY DELETED *** 2147650 ONTARIO INC. 2148990 ONTARIO INC. 2148993 ONTARIO INC.		
REMARKS: YR1805185.						
YR2016863	2013/08/09	CONSTRUCTION LIEN	$94,837	CON-DRAIN COMPANY (1983) LIMITED		C
YR2016890	2013/08/09	NOTICE		CON-DRAIN COMPANY (1983) LIMITED		C
YR2048904	2013/10/18	CONSTRUCTION LIEN	$135,060	ARGO LUMBER INC.		C

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330

Ontario ServiceOntario

LAND
REGISTRY
OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03206-3502 (LT)

PREPARED FOR SDurante
ON 2013/12/09 AT 11:37:34

* 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
YR2049079	2013/10/18	CONSTRUCTION LIEN	$104,574	THE KING-CON CORPORATION		C
YR2050277	2013/10/22	CONSTRUCTION LIEN	$67,793	NEWMAR WINDOW MANUFACTURING INC.		C
YR2056986	2013/11/06	CONSTRUCTION LIEN	$554,354	PILBRO III INC.		C
YR2057173	2013/11/06	CONSTRUCTION LIEN	$521,675	MEDI GROUP INCORPORATED		C
YR2057568	2013/11/07	CONSTRUCTION LIEN	$94,922	CARDELL FLOORING LTD.		C
YR2057675	2013/11/07	CONSTRUCTION LIEN	$434,578	FOREMONT DRYWALL INC., 1382479 ONTARIO INC. 1382503 ONTARIO INC. 2203579 ONTARIO INC.		C
YR2057676	2013/11/07	CONSTRUCTION LIEN	$216,202	CANADIAN CONCRETE FORMING LIMITED		C
YR2057677	2013/11/07	CONSTRUCTION LIEN	$227,303	PAVE PLUMBING & HEATING INC.		C
YR2058240	2013/11/08	CONSTRUCTION LIEN	$328,674	E. D. CARPENTERS LIMITED		C
YR2058638	2013/11/12	CONSTRUCTION LIEN	$203,870	THE SANDERSON-HAROLD COMPANY LIMITED		C
YR2058688	2013/11/12	CONSTRUCTION LIEN	$186,364	SOLO ELECTRIC LTD.		C
YR2059379	2013/11/13	CONSTRUCTION LIEN	$91,519	1865721 ONTARIO INC.		C
YR2060246	2013/11/14	CONSTRUCTION LIEN	$108,287	669857 ONTARIO INC.		C
YR2060384	2013/11/14	CONSTRUCTION LIEN	$29,392	RENOVA RECYCLING (2000) INC.		C
YR2060546	2013/11/15	CERTIFICATE		1865721 ONTARIO INC.		C
REMARKS: YR2059379						
YR2060547	2013/11/15	CERTIFICATE		MEDI GROUP INCORPORATED		C
REMARKS: YR2057173						
YR2060548	2013/11/15	CERTIFICATE		CARDELL FLOORING LTD.		C
REMARKS: YR2057568						

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331

Ontario ServiceOntario

LAND REGISTRY OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03206-3502 (LT)

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

PREPARED FOR SDurante
ON 2013/12/09 AT 11:37:34

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR2060549	2013/11/15	CERTIFICATE		CANADIAN CONCRETE FORMING LIMITED		C
REMARKS: YR2057676						
YR2060550	2013/11/15	CERTIFICATE		FOREMONT DRYWALL INC., 1382479 ONTARIO INC., 1382503 ONTARIO INC., 2203579 ONTARIO INC., C.O.B. FOREMONT DRYWALL CONTRACTING		C
REMARKS: YR2057675						
YR2060551	2013/11/15	CERTIFICATE		E. D. CARPENTERS LIMITED		C
REMARKS: YR2058240						
YR2060571	2013/11/15	CERTIFICATE		SOLO ELECTRIC LTD.		C
REMARKS: YR2058688						
YR2060572	2013/11/15	CERTIFICATE		PILBRO III INC.		C
REMARKS: YR2056986						
YR2060573	2013/11/15	CERTIFICATE		PAVE PLUMBING & HEATING INC.		C
REMARKS: YR2057677						
YR2061882	2013/11/18	CERTIFICATE		THE KING-CON CORPORATION		C
REMARKS: CERTIFICATE OF ACTION FOR YR2049079						
YR2062198	2013/11/19	CONSTRUCTION LIEN	$46,559	GM EXTERIORS INC.		C
YR2062199	2013/11/19	CONSTRUCTION LIEN	$82,579	GIANCOLA ALUMINUM CONTRACTORS INC.		C
YR2067687	2013/11/29	CERTIFICATE		ARGO LUMBER INC.	ONTARIO SUPERIOR COURT OF JUSTICE	C
REMARKS: CERTIFICATE OF ACTION YR2048904						
YR2067695	2013/11/29	CERTIFICATE		NEWMAR WINDOW MANUFACTURING INC.	ONTARIO SUPERIOR COURT OF JUSTICE	C
REMARKS: CERTIFICATE OF ACTION YR2050277						
YR2070295	2013/12/05	CERTIFICATE		GM EXTERIORS INC.		
YR2070296	2013/12/05	CERTIFICATE		GIANCOLA ALUMINUM CONTRACTORS 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

03206-3503 (LT)

PREPARED FOR SDurante
ON 2013/12/09 AT 11:38:35

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

PROPERTY DESCRIPTION: LOT 20, PLAN 65M4331; TOWN OF RICHMOND HILL

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
SUBDIVISION FROM 03206-3483

PIN CREATION DATE:
2012/08/09

OWNERS' NAMES
2148990 ONTARIO INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2012/08/09 **						
NOTE: THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY						
YR1084937	2007/11/09	TRANSFER	$2,279,700	OWNERS	2148990 ONTARIO INC.	C
YR1273792	2009/01/05	CHARGE	$12,387,000	2148990 ONTARIO INC.	BANK OF MONTREAL	C
YR1273793	2009/01/05	NO ASSGN RENT GEN		2148990 ONTARIO INC.	BANK OF MONTREAL	C
REMARKS: RENTS - YR1273792						
YR1315616	2009/05/12	NOTICE	$2	BANK OF MONTREAL	2148990 ONTARIO INC.	C
REMARKS: YR1273792						
YR1376244	2009/09/18	NO SUB AGREEMENT		THE CORPORATION OF THE TOWN OF RICHMOND HILL	2148993 ONTARIO INC. 2148990 ONTARIO INC.	C
YR1388186	2009/10/13	POSTPONEMENT		BANK OF MONTREAL	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1273792 TO YR1376244						
YR1493832	2010/06/10	NOTICE	$2	2148990 ONTARIO INC.	BANK OF MONTREAL	C
REMARKS: YR1273792						
YR1562903	2010/10/18	CHARGE	$2,000,000	2148990 ONTARIO INC.	53 PUCCINI MORTGAGE CORP.	C
YR1578126	2010/11/22	POSTPONEMENT		53 PUCCINI MORTGAGE CORP.	BANK OF MONTREAL	C
REMARKS: YR1562903 TO YR1273792						
YR1657652	2011/06/02	NOTICE	$2	53 PUCCINI MORTGAGE CORP.	2148990 ONTARIO INC.	C
REMARKS: YR1562903						
YR1657656	2011/06/02	CHARGE	$3,200,000	2148990 ONTARIO INC.	NASTELL INVESTMENTS LIMITED	C

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

334

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR1783162	2012/02/13	NOTICE	$2	NASTELL INVESTMENTS LIMITED	2148990 ONTARIO INC.	C
REMARKS: YR1657656						
YR1805185	2012/04/04	RESTRICTION-LAND		*** DELETED AGAINST THIS PROPERTY *** 2147650 ONTARIO INC. 2148993 ONTARIO INC. 2148990 ONTARIO INC.		
REMARKS: NO TRANSFER OR CHARGE OF THE LANDS DESCRIBED IN THE PROPERTIES SECT ABOVE SHALL BE REGISTERED WITHOUT THE CONSENT OF THE TOWN SOLICITOR, ASSISTANT TOWN SOLICITOR OR THE CAO OF THE CORPORATION OF THE TOWN OF RICHMOND HILL. PTS 10, 11, 12 & 13, PL 65R33105. PTS 14 & 15, PL 65R33105. PTS 1 & 2, PL 65R33105 PTS 4 & 5, PL 65R33105 PTS 6 & 7, PL 65R33105 PTS 8 & 9, PL 65R33105 PTS 16 & 17, PL 65R33105 PT 3, PL 65R33105.						
YR1811419	2012/04/20	NO SUB AGREEMENT		THE CORPORATION OF THE TOWN OF RICHMOND HILL	2147650 ONTARIO INC. 2148990 ONTARIO INC. 2148993 ONTARIO INC.	C
REMARKS: PTS 10, 11, 12 & 13, PL 65R33105 PTS 14 & 15, PL 65R33105 PTS 1 & 2, PL 65R33105 PTS 4 & 5, PL 65R33105 PTS 6 & 7, PL 65R33105 PTS 8 & 9, PL 65R33105 PTS 16 & 17, PL 65R33105 PT 3, PL 65R33105						
YR1812191	2012/04/23	POSTPONEMENT		BANK OF MONTREAL	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1273792, YR1273793, YR1315616, YR1493832 TO YR1811419						
YR1812192	2012/04/23	POSTPONEMENT		53 PUCCINI MORTGAGE CORP.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1562903 & YR1657652 TO YR1811419						
YR1812193	2012/04/23	POSTPONEMENT		NASTELL INVESTMENTS LIMITED	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1657656 & YR1783162 TO YR1811419						
65M4331	2012/07/20	PLAN SUBDIVISION				C
YR1857197	2012/07/20	APL INH ORDER-LAND		THE CORPORATION OF THE TOWN OF RICHMOND HILL		C
YR1881934	2012/09/06	APL DELETE REST		*** COMPLETELY DELETED *** 2147650 ONTARIO INC. 2148990 ONTARIO INC. 2148993 ONTARIO INC.		
REMARKS: YR1805185.						
YR2016863	2013/08/09	CONSTRUCTION LIEN	$94,837	CON-DRAIN COMPANY (1983) LIMITED		C
YR2016890	2013/08/09	NOTICE		CON-DRAIN COMPANY (1983) LIMITED		C
YR2043150	2013/10/03	CERTIFICATE		CON-DRAIN COMPANY (1983) LTD.		C
REMARKS: YR2016863						

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

03206-3503 (LT)

PREPARED FOR SDurante
ON 2013/12/09 AT 11:38:35

* 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
YR2048904	2013/10/18	CONSTRUCTION LIEN	$135,060	ARGO LUMBER INC.		C
YR2049079	2013/10/18	CONSTRUCTION LIEN	$104,574	THE KING-CON CORPORATION		C
YR2050277	2013/10/22	CONSTRUCTION LIEN	$67,793	NEWMAR WINDOW MANUFACTURING INC.		C
YR2056986	2013/11/06	CONSTRUCTION LIEN	$554,354	PILBRO III INC.		C
YR2057173	2013/11/06	CONSTRUCTION LIEN	$521,675	MEDI GROUP INCORPORATED		C
YR2057568	2013/11/07	CONSTRUCTION LIEN	$94,922	CARDELL FLOORING LTD.		C
YR2057675	2013/11/07	CONSTRUCTION LIEN	$434,578	FOREMONT DRYWALL INC., 1382479 ONTARIO INC. 1382503 ONTARIO INC. 2203579 ONTARIO INC.		C
YR2057676	2013/11/07	CONSTRUCTION LIEN	$216,202	CANADIAN CONCRETE FORMING LIMITED		C
YR2057677	2013/11/07	CONSTRUCTION LIEN	$227,303	PAVE PLUMBING & HEATING INC.		C
YR2058240	2013/11/08	CONSTRUCTION LIEN	$328,674	E. D. CARPENTERS LIMITED		C
YR2058638	2013/11/12	CONSTRUCTION LIEN	$203,870	THE SANDERSON-HAROLD COMPANY LIMITED		C
YR2058688	2013/11/12	CONSTRUCTION LIEN	$186,364	SOLO ELECTRIC LTD.		C
YR2059379	2013/11/13	CONSTRUCTION LIEN	$91,519	1865721 ONTARIO INC.		C
YR2060246	2013/11/14	CONSTRUCTION LIEN	$108,287	669857 ONTARIO INC.		C
YR2060384	2013/11/14	CONSTRUCTION LIEN	$29,392	RENOVA RECYCLING (2000) INC.		C
YR2060546	2013/11/15	CERTIFICATE		1865721 ONTARIO INC.		C
	REMARKS: YR2059379					
YR2060547	2013/11/15	CERTIFICATE		MEDI GROUP INCORPORATED		C
	REMARKS: YR2057173					

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Ontario ServiceOntario

LAND
REGISTRY
OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03206-3503 (LT)

PREPARED FOR SDurante
ON 2013/12/09 AT 11:38:35

* 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
YR2060548	2013/11/15	CERTIFICATE		CARDELL FLOORING LTD.		C
REMARKS: YR2057568						
YR2060549	2013/11/15	CERTIFICATE		CANADIAN CONCRETE FORMING LIMITED		C
REMARKS: YR2057676						
YR2060550	2013/11/15	CERTIFICATE		FOREMONT DRYWALL INC., 1382479 ONTARIO INC., 1382503 ONTARIO INC., 2203579 ONTARIO INC., C.O.B. FOREMONT DRYWALL CONTRACTING		C
REMARKS: YR2057675						
YR2060551	2013/11/15	CERTIFICATE		E. D. CARPENTERS LIMITED		C
REMARKS: YR2058240						
YR2060571	2013/11/15	CERTIFICATE		SOLO ELECTRIC LTD.		C
REMARKS: YR2058688						
YR2060572	2013/11/15	CERTIFICATE		PILBRO III INC.		C
REMARKS: YR2056986						
YR2060573	2013/11/15	CERTIFICATE		PAVE PLUMBING & HEATING INC.		C
REMARKS: YR2057677						
YR2061882	2013/11/18	CERTIFICATE		THE KING-CON CORPORATION		C
REMARKS: CERTIFICATE OF ACTION FOR YR2049079						
YR2062198	2013/11/19	CONSTRUCTION LIEN	$46,559	GM EXTERIORS INC.		C
YR2062199	2013/11/19	CONSTRUCTION LIEN	$82,579	GIANCOLA ALUMINUM CONTRACTORS INC.		C
YR2067687	2013/11/29	CERTIFICATE		ARGO LUMBER INC.	ONTARIO SUPERIOR COURT OF JUSTICE	C
REMARKS: CERTIFICATE OF ACTION YR2048904						
YR2067695	2013/11/29	CERTIFICATE		NEWMAR WINDOW MANUFACTURING INC.	ONTARIO SUPERIOR COURT OF JUSTICE	C
REMARKS: CERTIFICATE OF ACTION YR2050277						
YR2070295	2013/12/05	CERTIFICATE		GM EXTERIORS INC.		
YR2070296	2013/12/05	CERTIFICATE		GIANCOLA ALUMINUM CONTRACTORS INC.		

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Ontario ServiceOntario

LAND
REGISTRY
OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03206-3505 (LT)

PREPARED FOR SDurante
ON 2013/12/09 AT 11:39:16

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

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

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
SUBDIVISION FROM 03206-3483

PIN CREATION DATE:
2012/08/09

OWNERS' NAMES
2148990 ONTARIO INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2012/08/09 **						
YR1084937	2007/11/09	TRANSFER	$2,279,700	OWNERS	2148990 ONTARIO INC.	C
YR1273792	2009/01/05	CHARGE	$12,387,000	2148990 ONTARIO INC.	BANK OF MONTREAL	C
YR1273793	2009/01/05	NO ASSGN RENT GEN		2148990 ONTARIO INC.	BANK OF MONTREAL	C
REMARKS: RENTS - YR1273792						
YR1315616	2009/05/12	NOTICE	$2	BANK OF MONTREAL	2148990 ONTARIO INC.	C
REMARKS: YR1273792						
YR1376244	2009/09/18	NO SUB AGREEMENT		THE CORPORATION OF THE TOWN OF RICHMOND HILL	2148993 ONTARIO INC. 2148990 ONTARIO INC.	C
YR1388186	2009/10/13	POSTPONEMENT		BANK OF MONTREAL	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1273792 TO YR1376244						
YR1493832	2010/06/10	NOTICE	$2	2148990 ONTARIO INC.	BANK OF MONTREAL	C
REMARKS: YR1273792						
YR1562903	2010/10/18	CHARGE	$2,000,000	2148990 ONTARIO INC.	53 PUCCINI MORTGAGE CORP.	C
YR1578126	2010/11/22	POSTPONEMENT		53 PUCCINI MORTGAGE CORP.	BANK OF MONTREAL	C
REMARKS: YR1562903 TO YR1273792						
YR1657652	2011/06/02	NOTICE	$2	53 PUCCINI MORTGAGE CORP.	2148990 ONTARIO INC.	C
REMARKS: YR1562903						
YR1657656	2011/06/02	CHARGE	$3,200,000	2148990 ONTARIO INC.	NASTELL INVESTMENTS LIMITED	C
YR1783162	2012/02/13	NOTICE	$2	NASTELL INVESTMENTS LIMITED	2148990 ONTARIO INC.	C
REMARKS: YR1657656						

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339

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR1805185	2012/04/04	RESTRICTION-LAND		*** DELETED AGAINST THIS PROPERTY *** 2147650 ONTARIO INC. 2148993 ONTARIO INC. 2148990 ONTARIO INC.		
	REMARKS: NO TRANSFER OR CHARGE OF THE LANDS DESCRIBED IN THE PROPERTIES SECT ABOVE SHALL BE REGISTERED WITHOUT THE CONSENT OF THE TOWN SOLICITOR, ASSISTANT TOWN SOLICITOR OR THE CAO OF THE CORPORATION OF THE TOWN OF RICHMOND HILL. PTS 10, 11, 12 & 13, PL 65R33105. PTS 14 & 15, PL 65R33105. PTS 1 & 2, PL 65R33105 PTS 4 & 5, PL 65R33105 PTS 6 & 7, PL 65R33105 PTS 8 & 9, PL 65R33105 PTS 16 & 17, PL 65R33105 PT 3, PL 65R33105.					
YR1811419	2012/04/20	NO SUB AGREEMENT		THE CORPORATION OF THE TOWN OF RICHMOND HILL	2147650 ONTARIO INC. 2148990 ONTARIO INC. 2148993 ONTARIO INC.	C
	REMARKS: PTS 10, 11, 12 & 13, PL 65R33105 PTS 14 & 15, PL 65R33105 PTS 1 & 2, PL 65R33105 PTS 4 & 5, PL 65R33105 PTS 6 & 7, PL 65R33105 PTS 8 & 9, PL 65R33105 PTS 16 & 17, PL 65R33105 PT 3, PL 65R33105					
YR1812191	2012/04/23	POSTPONEMENT		BANK OF MONTREAL	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
	REMARKS: YR1273792, YR1273793, YR1315616, YR1493832 TO YR1811419					
YR1812192	2012/04/23	POSTPONEMENT		53 PUCCINI MORTGAGE CORP.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
	REMARKS: YR1562903 & YR1657652 TO YR1811419					
YR1812193	2012/04/23	POSTPONEMENT		NASTELL INVESTMENTS LIMITED	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
	REMARKS: YR1657656 & YR1783162 TO YR1811419					
65M4331	2012/07/20	PLAN SUBDIVISION				C
YR1857197	2012/07/20	APL INH ORDER-LAND		*** DELETED AGAINST THIS PROPERTY *** THE CORPORATION OF THE TOWN OF RICHMOND HILL		
	REMARKS: DELETED OCT 3, 2013 - L. SMITH - DOES NOT AFFECT LOT 22					
YR1881934	2012/09/06	APL DELETE REST		*** COMPLETELY DELETED *** 2147650 ONTARIO INC. 2148990 ONTARIO INC. 2148993 ONTARIO INC.		
	REMARKS: YR1805185.					
YR2016863	2013/08/09	CONSTRUCTION LIEN	$94,837	CON-DRAIN COMPANY (1983) LIMITED		C
YR2016890	2013/08/09	NOTICE		CON-DRAIN COMPANY (1983) LIMITED		C
YR2048904	2013/10/18	CONSTRUCTION LIEN	$135,060	ARGO LUMBER INC.		C

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LAND REGISTRY OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03206-3505 (LT)

PREPARED FOR SDurante
ON 2013/12/09 AT 11:39:16

* 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
YR2049079	2013/10/18	CONSTRUCTION LIEN	$104,574	THE KING-CON CORPORATION		C
YR2050277	2013/10/22	CONSTRUCTION LIEN	$67,793	NEWMAR WINDOW MANUFACTURING INC.		C
YR2050961	2013/10/23	CONSTRUCTION LIEN	$22,568	TRUSTEES OF THE LABOURERS' UNION OF NORTH AMERICA LOCAL 183 MEMBERS' BENEFIT TRUST FUND		C
YR2056986	2013/11/06	CONSTRUCTION LIEN	$554,354	PILBRO III INC.		C
YR2057173	2013/11/06	CONSTRUCTION LIEN	$521,675	MEDI GROUP INCORPORATED		C
YR2057568	2013/11/07	CONSTRUCTION LIEN	$94,922	CARDELL FLOORING LTD.		C
YR2057675	2013/11/07	CONSTRUCTION LIEN	$434,578	FOREMONT DRYWALL INC., 1382479 ONTARIO INC. 1382503 ONTARIO INC. 2203579 ONTARIO INC.		C
YR2057676	2013/11/07	CONSTRUCTION LIEN	$216,202	CANADIAN CONCRETE FORMING LIMITED		C
YR2057677	2013/11/07	CONSTRUCTION LIEN	$227,303	PAVE PLUMBING & HEATING INC.		C
YR2058240	2013/11/08	CONSTRUCTION LIEN	$328,674	E. D. CARPENTERS LIMITED		C
YR2058688	2013/11/12	CONSTRUCTION LIEN	$186,364	SOLO ELECTRIC LTD.		C
YR2059379	2013/11/13	CONSTRUCTION LIEN	$91,519	1865721 ONTARIO INC.		C
YR2060246	2013/11/14	CONSTRUCTION LIEN	$108,287	669857 ONTARIO INC.		C
YR2060384	2013/11/14	CONSTRUCTION LIEN	$29,392	RENOVA RECYCLING (2000) INC.		C
YR2060546	2013/11/15	CERTIFICATE		1865721 ONTARIO INC.		C
	REMARKS: YR2059379					
YR2060547	2013/11/15	CERTIFICATE		MEDI GROUP INCORPORATED		C
	REMARKS: YR2057173					
YR2060548	2013/11/15	CERTIFICATE		CARDELL FLOORING LTD.		C
	REMARKS: YR2057568					

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341

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LAND
REGISTRY
OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03206-3505 (LT)

PREPARED FOR SDurante
ON 2013/12/09 AT 11:39:16

* 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
YR2060549	2013/11/15	CERTIFICATE		CANADIAN CONCRETE FORMING LIMITED		C
REMARKS: YR2057676						
YR2060550	2013/11/15	CERTIFICATE		FOREMONT DRYWALL INC., 1382479 ONTARIO INC., 1382503 ONTARIO INC., 2203579 ONTARIO INC., C.O.B. FOREMONT DRYWALL CONTRACTING		C
REMARKS: YR2057675						
YR2060551	2013/11/15	CERTIFICATE		E. D. CARPENTERS LIMITED		C
REMARKS: YR2058240						
YR2060571	2013/11/15	CERTIFICATE		SOLO ELECTRIC LTD.		C
REMARKS: YR2058688						
YR2060572	2013/11/15	CERTIFICATE		PILBRO III INC.		C
REMARKS: YR2056986						
YR2060573	2013/11/15	CERTIFICATE		PAVE PLUMBING & HEATING INC.		C
REMARKS: YR2057677						
YR2061882	2013/11/18	CERTIFICATE		THE KING-CON CORPORATION		C
REMARKS: CERTIFICATE OF ACTION FOR YR2049079						
YR2062198	2013/11/19	CONSTRUCTION LIEN	$46,559	GM EXTERIORS INC.		C
YR2062199	2013/11/19	CONSTRUCTION LIEN	$82,579	GIANCOLA ALUMINUM CONTRACTORS INC.		C
YR2067687	2013/11/29	CERTIFICATE		ARGO LUMBER INC.	ONTARIO SUPERIOR COURT OF JUSTICE	C
REMARKS: CERTIFICATE OF ACTION YR2048904						
YR2067695	2013/11/29	CERTIFICATE		NEWMAR WINDOW MANUFACTURING INC.	ONTARIO SUPERIOR COURT OF JUSTICE	C
REMARKS: CERTIFICATE OF ACTION YR2050277						
YR2070295	2013/12/05	CERTIFICATE		GM EXTERIORS INC.		
YR2070296	2013/12/05	CERTIFICATE		GIANCOLA ALUMINUM CONTRACTORS INC.		
YR2071421	2013/12/09	CERTIFICATE		TRUSTEES OF THE LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA LOCAL 183 MEMBERS' BENEFIT TRUST FUND		

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Ontario ServiceOntario

LAND
REGISTRY
OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03206-3506 (LT)

PREPARED FOR SDurante
ON 2013/12/09 AT 11:41:39

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

PROPERTY DESCRIPTION: LOT 23, PLAN 65M4331; TOWN OF RICHMOND HILL

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
SUBDIVISION FROM 03206-3483

PIN CREATION DATE:
2012/08/09

OWNERS' NAMES
2148990 ONTARIO INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2012/08/09 **						
YR1084937	2007/11/09	TRANSFER	$2,279,700	OWNERS	2148990 ONTARIO INC.	C
YR1273792	2009/01/05	CHARGE	$12,387,000	2148990 ONTARIO INC.	BANK OF MONTREAL	C
YR1273793	2009/01/05	NO ASSGN RENT GEN		2148990 ONTARIO INC.	BANK OF MONTREAL	C
REMARKS: RENTS - YR1273792						
YR1315616	2009/05/12	NOTICE	$2	BANK OF MONTREAL	2148990 ONTARIO INC.	C
REMARKS: YR1273792						
YR1376244	2009/09/18	NO SUB AGREEMENT		THE CORPORATION OF THE TOWN OF RICHMOND HILL	2148993 ONTARIO INC. 2148990 ONTARIO INC.	C
YR1388186	2009/10/13	POSTPONEMENT		BANK OF MONTREAL	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1273792 TO YR1376244						
YR1493832	2010/06/10	NOTICE	$2	2148990 ONTARIO INC.	BANK OF MONTREAL	C
REMARKS: YR1273792						
YR1562903	2010/10/18	CHARGE	$2,000,000	2148990 ONTARIO INC.	53 PUCCINI MORTGAGE CORP.	C
YR1578126	2010/11/22	POSTPONEMENT		53 PUCCINI MORTGAGE CORP.	BANK OF MONTREAL	C
REMARKS: YR1562903 TO YR1273792						
YR1657652	2011/06/02	NOTICE	$2	53 PUCCINI MORTGAGE CORP.	2148990 ONTARIO INC.	C
REMARKS: YR1562903						
YR1657656	2011/06/02	CHARGE	$3,200,000	2148990 ONTARIO INC.	NASTELL INVESTMENTS LIMITED	C
YR1783162	2012/02/13	NOTICE	$2	NASTELL INVESTMENTS LIMITED	2148990 ONTARIO INC.	C
REMARKS: YR1657656						

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344

* 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
YR1805185	2012/04/04	RESTRICTION-LAND		*** DELETED AGAINST THIS PROPERTY *** 2147650 ONTARIO INC. 2148993 ONTARIO INC. 2148990 ONTARIO INC.		
REMARKS: NO TRANSFER OR CHARGE OF THE LANDS DESCRIBED IN THE PROPERTIES SECT ABOVE SHALL BE REGISTERED WITHOUT THE CONSENT OF THE TOWN SOLICITOR, ASSISTANT TOWN SOLICITOR OR THE CAO OF THE CORPORATION OF THE TOWN OF RICHMOND HILL. PTS 10, 11, 12 & 13, PL 65R33105. PTS 14 & 15, PL 65R33105. PTS 1 & 2, PL 65R33105 PTS 4 & 5, PL 65R33105 PTS 6 & 7, PL 65R33105 PTS 8 & 9, PL 65R33105 PTS 16 & 17, PL 65R33105 PT 3, PL 65R33105.						
YR1811419	2012/04/20	NO SUB AGREEMENT		THE CORPORATION OF THE TOWN OF RICHMOND HILL	2147650 ONTARIO INC. 2148990 ONTARIO INC. 2148993 ONTARIO INC.	C
REMARKS: PTS 10, 11, 12 & 13, PL 65R33105 PTS 14 & 15, PL 65R33105 PTS 1 & 2, PL 65R33105 PTS 4 & 5, PL 65R33105 PTS 6 & 7, PL 65R33105 PTS 8 & 9, PL 65R33105 PTS 16 & 17, PL 65R33105 PT 3, PL 65R33105						
YR1812191	2012/04/23	POSTPONEMENT		BANK OF MONTREAL	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1273792, YR1273793, YR1315616, YR1493832 TO YR1811419						
YR1812192	2012/04/23	POSTPONEMENT		53 PUCCINI MORTGAGE CORP.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1562903 & YR1657652 TO YR1811419						
YR1812193	2012/04/23	POSTPONEMENT		NASTELL INVESTMENTS LIMITED	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1657656 & YR1783162 TO YR1811419						
65M4331	2012/07/20	PLAN SUBDIVISION				C
YR1857197	2012/07/20	APL INH ORDER-LAND		*** DELETED AGAINST THIS PROPERTY *** THE CORPORATION OF THE TOWN OF RICHMOND HILL		
65R33751	2012/07/20	PLAN REFERENCE				C
YR1858108	2012/07/23	TRANSFER EASEMENT		2148990 ONTARIO INC.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
YR1858123	2012/07/23	POSTPONEMENT		BANK OF MONTREAL	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1273792, YR1273793, YR1315616 & YR1493832 TO YR1858108						
YR1858124	2012/07/23	POSTPONEMENT		53 PUCCINI MORTGAGE CORP.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1562903 & YR1657652 TO YR1858108						
YR1858125	2012/07/23	POSTPONEMENT		NASTELL INVESTMENTS LIMITED	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1657656 & YR1783162 TO YR1858108						

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

Ontario ServiceOntario

LAND REGISTRY OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03206-3506 (LT)

PREPARED FOR SDurante
ON 2013/12/09 AT 11:41:39

* 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
YR1878258	2012/08/30	APL DEL INH ORDER		*** COMPLETELY DELETED *** THE CORPORATION OF THE TOWN OF RICHMOND HILL		
REMARKS: YR1857197.						
YR1881934	2012/09/06	APL DELETE REST		*** COMPLETELY DELETED *** 2147650 ONTARIO INC. 2148990 ONTARIO INC. 2148993 ONTARIO INC.		
REMARKS: YR1805185.						
YR2016863	2013/08/09	CONSTRUCTION LIEN	$94,837	CON-DRAIN COMPANY (1983) LIMITED		C
YR2016890	2013/08/09	NOTICE		CON-DRAIN COMPANY (1983) LIMITED		C
YR2043150	2013/10/03	CERTIFICATE		CON-DRAIN COMPANY (1983) LTD.		C
REMARKS: YR2016863						
YR2048904	2013/10/18	CONSTRUCTION LIEN	$135,060	ARGO LUMBER INC.		C
YR2049079	2013/10/18	CONSTRUCTION LIEN	$104,574	THE KING-CON CORPORATION		C
YR2050277	2013/10/22	CONSTRUCTION LIEN	$67,793	NEWMAR WINDOW MANUFACTURING INC.		C
YR2050961	2013/10/23	CONSTRUCTION LIEN	$22,568	TRUSTEES OF THE LABOURERS' UNION OF NORTH AMERICA LOCAL 183 MEMBERS' BENEFIT TRUST FUND		C
YR2056986	2013/11/06	CONSTRUCTION LIEN	$554,354	PILBRO III INC.		C
YR2057173	2013/11/06	CONSTRUCTION LIEN	$521,675	MEDI GROUP INCORPORATED		C
YR2057568	2013/11/07	CONSTRUCTION LIEN	$94,922	CARDELL FLOORING LTD.		C
YR2057675	2013/11/07	CONSTRUCTION LIEN	$434,578	FOREMONT DRYWALL INC., 1382479 ONTARIO INC. 1382503 ONTARIO INC. 2203579 ONTARIO INC.		C
YR2057676	2013/11/07	CONSTRUCTION LIEN	$216,202	CANADIAN CONCRETE FORMING LIMITED		C
YR2057677	2013/11/07	CONSTRUCTION LIEN	$227,303	PAVE PLUMBING & HEATING INC.		C

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

Ontario ServiceOntario

LAND
REGISTRY
OFFICE #65

03206-3506 (LT)

PREPARED FOR SDurante
ON 2013/12/09 AT 11:41:39

* 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
YR2058240	2013/11/08	CONSTRUCTION LIEN	$328,674	E. D. CARPENTERS LIMITED		C
YR2058688	2013/11/12	CONSTRUCTION LIEN	$186,364	SOLO ELECTRIC LTD.		C
YR2059379	2013/11/13	CONSTRUCTION LIEN	$91,519	1865721 ONTARIO INC.		C
YR2060246	2013/11/14	CONSTRUCTION LIEN	$108,287	669857 ONTARIO INC.		C
YR2060384	2013/11/14	CONSTRUCTION LIEN	$29,392	RENOVA RECYCLING (2000) INC.		C
YR2060546	2013/11/15	CERTIFICATE		1865721 ONTARIO INC.		C
REMARKS: YR2059379						
YR2060547	2013/11/15	CERTIFICATE		MEDI GROUP INCORPORATED		C
REMARKS: YR2057173						
YR2060548	2013/11/15	CERTIFICATE		CARDELL FLOORING LTD.		C
REMARKS: YR2057568						
YR2060549	2013/11/15	CERTIFICATE		CANADIAN CONCRETE FORMING LIMITED		C
REMARKS: YR2057676						
YR2060550	2013/11/15	CERTIFICATE		FOREMONT DRYWALL INC., 1382479 ONTARIO INC., 1382503 ONTARIO INC., 2203579 ONTARIO INC., C.O.B. FOREMONT DRYWALL CONTRACTING		C
REMARKS: YR2057675						
YR2060551	2013/11/15	CERTIFICATE		E. D. CARPENTERS LIMITED		C
REMARKS: YR2058240						
YR2060571	2013/11/15	CERTIFICATE		SOLO ELECTRIC LTD.		C
REMARKS: YR2058688						
YR2060572	2013/11/15	CERTIFICATE		PILBRO III INC.		C
REMARKS: YR2056986						
YR2060573	2013/11/15	CERTIFICATE		PAVE PLUMBING & HEATING INC.		C
REMARKS: YR2057677						
YR2061882	2013/11/18	CERTIFICATE		THE KING-CON CORPORATION		C

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LAND REGISTRY OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03206-3506 (LT)

PREPARED FOR SDurante
ON 2013/12/09 AT 11:41:39

* 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
REMARKS: CERTIFICATE OF ACTION FOR YR2049079						
YR2062198	2013/11/19	CONSTRUCTION LIEN	$46,559	GM EXTERIORS INC.		C
YR2062199	2013/11/19	CONSTRUCTION LIEN	$82,579	GIANCOLA ALUMINUM CONTRACTORS INC.		C
YR2067687	2013/11/29	CERTIFICATE		ARGO LUMBER INC.	ONTARIO SUPERIOR COURT OF JUSTICE	C
REMARKS: CERTIFICATE OF ACTION YR2048904						
YR2067695	2013/11/29	CERTIFICATE		NEWMAR WINDOW MANUFACTURING INC.	ONTARIO SUPERIOR COURT OF JUSTICE	C
REMARKS: CERTIFICATE OF ACTION YR2050277						
YR2070295	2013/12/05	CERTIFICATE		GM EXTERIORS INC.		
YR2070296	2013/12/05	CERTIFICATE		GIANCOLA ALUMINUM CONTRACTORS INC.		
YR2071421	2013/12/09	CERTIFICATE		TRUSTEES OF THE LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA LOCAL 183 MEMBERS' BENEFIT TRUST FUND		

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.

350

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LAND
REGISTRY
OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03206-3507 (LT)

PREPARED FOR SDurante
ON 2013/12/09 AT 11:42:16

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

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

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
SUBDIVISION FROM 03206-3483

PIN CREATION DATE:
2012/08/09

OWNERS' NAMES
2148990 ONTARIO INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2012/08/09 **						
YR1084937	2007/11/09	TRANSFER	$2,279,700	OWNERS	2148990 ONTARIO INC.	C
YR1273792	2009/01/05	CHARGE	$12,387,000	2148990 ONTARIO INC.	BANK OF MONTREAL	C
YR1273793	2009/01/05	NO ASSGN RENT GEN		2148990 ONTARIO INC.	BANK OF MONTREAL	C
REMARKS: RENTS - YR1273792						
YR1315616	2009/05/12	NOTICE	$2	BANK OF MONTREAL	2148990 ONTARIO INC.	C
REMARKS: YR1273792						
YR1376244	2009/09/18	NO SUB AGREEMENT		THE CORPORATION OF THE TOWN OF RICHMOND HILL	2148993 ONTARIO INC. 2148990 ONTARIO INC.	C
YR1388186	2009/10/13	POSTPONEMENT		BANK OF MONTREAL	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1273792 TO YR1376244						
YR1493832	2010/06/10	NOTICE	$2	2148990 ONTARIO INC.	BANK OF MONTREAL	C
REMARKS: YR1273792						
YR1562903	2010/10/18	CHARGE	$2,000,000	2148990 ONTARIO INC.	53 PUCCINI MORTGAGE CORP.	C
YR1578126	2010/11/22	POSTPONEMENT		53 PUCCINI MORTGAGE CORP.	BANK OF MONTREAL	C
REMARKS: YR1562903 TO YR1273792						
YR1657652	2011/06/02	NOTICE	$2	53 PUCCINI MORTGAGE CORP.	2148990 ONTARIO INC.	C
REMARKS: YR1562903						
YR1657656	2011/06/02	CHARGE	$3,200,000	2148990 ONTARIO INC.	NASTELL INVESTMENTS LIMITED	C
YR1783162	2012/02/13	NOTICE	$2	NASTELL INVESTMENTS LIMITED	2148990 ONTARIO INC.	C
REMARKS: YR1657656						

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR1805185	2012/04/04	RESTRICTION-LAND		*** DELETED AGAINST THIS PROPERTY *** 2147650 ONTARIO INC. 2148993 ONTARIO INC. 2148990 ONTARIO INC.		
REMARKS: NO TRANSFER OR CHARGE OF THE LANDS DESCRIBED IN THE PROPERTIES SECT ABOVE SHALL BE REGISTERED WITHOUT THE CONSENT OF THE TOWN SOLICITOR, ASSISTANT TOWN SOLICITOR OR THE CAO OF THE CORPORATION OF THE TOWN OF RICHMOND HILL. PTS 10, 11, 12 & 13, PL 65R33105. PTS 14 & 15, PL 65R33105. PTS 1 & 2, PL 65R33105 PTS 4 & 5, PL 65R33105 PTS 6 & 7, PL 65R33105 PTS 8 & 9, PL 65R33105 PTS 16 & 17, PL 65R33105 PT 3, PL 65R33105.						
YR1811419	2012/04/20	NO SUB AGREEMENT		THE CORPORATION OF THE TOWN OF RICHMOND HILL	2147650 ONTARIO INC. 2148990 ONTARIO INC. 2148993 ONTARIO INC.	C
REMARKS: PTS 10, 11, 12 & 13, PL 65R33105 PTS 14 & 15, PL 65R33105 PTS 1 & 2, PL 65R33105 PTS 4 & 5, PL 65R33105 PTS 6 & 7, PL 65R33105 PTS 8 & 9, PL 65R33105 PTS 16 & 17, PL 65R33105 PT 3, PL 65R33105						
YR1812191	2012/04/23	POSTPONEMENT		BANK OF MONTREAL	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1273792, YR1273793, YR1315616, YR1493832 TO YR1811419						
YR1812192	2012/04/23	POSTPONEMENT		53 PUCCINI MORTGAGE CORP.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1562903 & YR1657652 TO YR1811419						
YR1812193	2012/04/23	POSTPONEMENT		NASTELL INVESTMENTS LIMITED	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1657656 & YR1783162 TO YR1811419						
65M4331	2012/07/20	PLAN SUBDIVISION				C
YR1857197	2012/07/20	APL INH ORDER-LAND		*** DELETED AGAINST THIS PROPERTY *** THE CORPORATION OF THE TOWN OF RICHMOND HILL		
65R33751	2012/07/20	PLAN REFERENCE				C
YR1858108	2012/07/23	TRANSFER EASEMENT		2148990 ONTARIO INC.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
YR1858123	2012/07/23	POSTPONEMENT		BANK OF MONTREAL	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1273792, YR1273793, YR1315616 & YR1493832 TO YR1858108						
YR1858124	2012/07/23	POSTPONEMENT		53 PUCCINI MORTGAGE CORP.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1562903 & YR1657652 TO YR1858108						
YR1858125	2012/07/23	POSTPONEMENT		NASTELL INVESTMENTS LIMITED	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1657656 & YR1783162 TO YR1858108						

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LAND
REGISTRY
OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03206-3507 (LT)

PREPARED FOR SDurante
ON 2013/12/09 AT 11:42:16

* 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
YR1878258	2012/08/30	APL DEL INH ORDER		*** COMPLETELY DELETED *** THE CORPORATION OF THE TOWN OF RICHMOND HILL		
REMARKS: YR1857197.						
YR1881934	2012/09/06	APL DELETE REST		*** COMPLETELY DELETED *** 2147650 ONTARIO INC. 2148990 ONTARIO INC. 2148993 ONTARIO INC.		
REMARKS: YR1805185.						
YR2016863	2013/08/09	CONSTRUCTION LIEN	$94,837	CON-DRAIN COMPANY (1983) LIMITED		C
YR2016890	2013/08/09	NOTICE		CON-DRAIN COMPANY (1983) LIMITED		C
YR2043150	2013/10/03	CERTIFICATE		CON-DRAIN COMPANY (1983) LTD.		C
REMARKS: YR2016863						
YR2048904	2013/10/18	CONSTRUCTION LIEN	$135,060	ARGO LUMBER INC.		C
YR2049079	2013/10/18	CONSTRUCTION LIEN	$104,574	THE KING-CON CORPORATION		C
YR2050277	2013/10/22	CONSTRUCTION LIEN	$67,793	NEWMAR WINDOW MANUFACTURING INC.		C
YR2050961	2013/10/23	CONSTRUCTION LIEN	$22,568	TRUSTEES OF THE LABOURERS' UNION OF NORTH AMERICA LOCAL 183 MEMBERS' BENEFIT TRUST FUND		C
YR2056986	2013/11/06	CONSTRUCTION LIEN	$554,354	PILBRO III INC.		C
YR2057173	2013/11/06	CONSTRUCTION LIEN	$521,675	MEDI GROUP INCORPORATED		C
YR2057568	2013/11/07	CONSTRUCTION LIEN	$94,922	CARDELL FLOORING LTD.		C
YR2057675	2013/11/07	CONSTRUCTION LIEN	$434,578	FOREMONT DRYWALL INC., 1382479 ONTARIO INC. 1382503 ONTARIO INC. 2203579 ONTARIO INC.		C
YR2057676	2013/11/07	CONSTRUCTION LIEN	$216,202	CANADIAN CONCRETE FORMING LIMITED		C
YR2057677	2013/11/07	CONSTRUCTION LIEN	$227,303	PAVE PLUMBING & HEATING INC.		C

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR2058240	2013/11/08	CONSTRUCTION LIEN	$328,674	E. D. CARPENTERS LIMITED		C
YR2058688	2013/11/12	CONSTRUCTION LIEN	$186,364	SOLO ELECTRIC LTD.		C
YR2059379	2013/11/13	CONSTRUCTION LIEN	$91,519	1865721 ONTARIO INC.		C
YR2060246	2013/11/14	CONSTRUCTION LIEN	$108,287	669857 ONTARIO INC.		C
YR2060384	2013/11/14	CONSTRUCTION LIEN	$29,392	RENOVA RECYCLING (2000) INC.		C
YR2060546	2013/11/15	CERTIFICATE		1865721 ONTARIO INC.		C
REMARKS: YR2059379						
YR2060547	2013/11/15	CERTIFICATE		MEDI GROUP INCORPORATED		C
REMARKS: YR2057173						
YR2060548	2013/11/15	CERTIFICATE		CARDELL FLOORING LTD.		C
REMARKS: YR2057568						
YR2060549	2013/11/15	CERTIFICATE		CANADIAN CONCRETE FORMING LIMITED		C
REMARKS: YR2057676						
YR2060550	2013/11/15	CERTIFICATE		FOREMONT DRYWALL INC., 1382479 ONTARIO INC., 1382503 ONTARIO INC., 2203579 ONTARIO INC., C.O.B. FOREMONT DRYWALL CONTRACTING		C
REMARKS: YR2057675						
YR2060551	2013/11/15	CERTIFICATE		E. D. CARPENTERS LIMITED		C
REMARKS: YR2058240						
YR2060571	2013/11/15	CERTIFICATE		SOLO ELECTRIC LTD.		C
REMARKS: YR2058688						
YR2060572	2013/11/15	CERTIFICATE		PILBRO III INC.		C
REMARKS: YR2056986						
YR2060573	2013/11/15	CERTIFICATE		PAVE PLUMBING & HEATING INC.		C
REMARKS: YR2057677						
YR2061882	2013/11/18	CERTIFICATE		THE KING-CON CORPORATION		C

Ontario ServiceOntario

LAND
REGISTRY
OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03206-3507 (LT)

PREPARED FOR SDurante
ON 2013/12/09 AT 11:42:16

* 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
REMARKS: CERTIFICATE OF ACTION FOR YR2049079						
YR2062198	2013/11/19	CONSTRUCTION LIEN	$46,559	GM EXTERIORS INC.		C
YR2062199	2013/11/19	CONSTRUCTION LIEN	$82,579	GIANCOLA ALUMINUM CONTRACTORS INC.		C
YR2067687	2013/11/29	CERTIFICATE		ARGO LUMBER INC.	ONTARIO SUPERIOR COURT OF JUSTICE	C
REMARKS: CERTIFICATE OF ACTION YR2048904						
YR2067695	2013/11/29	CERTIFICATE		NEWMAR WINDOW MANUFACTURING INC.	ONTARIO SUPERIOR COURT OF JUSTICE	C
REMARKS: CERTIFICATE OF ACTION YR2050277						
YR2070295	2013/12/05	CERTIFICATE		GM EXTERIORS INC.		
YR2070296	2013/12/05	CERTIFICATE		GIANCOLA ALUMINUM CONTRACTORS INC.		
YR2071421	2013/12/09	CERTIFICATE		TRUSTEES OF THE LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA LOCAL 183 MEMBERS' BENEFIT TRUST FUND		

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

03206-3508 (LT)

PREPARED FOR SDurante
ON 2013/12/09 AT 11:42:56

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

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

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
SUBDIVISION FROM 03206-3483

PIN CREATION DATE:
2012/08/09

OWNERS' NAMES
2148990 ONTARIO INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2012/08/09 **						
YR1084937	2007/11/09	TRANSFER	$2,279,700	OWNERS	2148990 ONTARIO INC.	C
YR1273792	2009/01/05	CHARGE	$12,387,000	2148990 ONTARIO INC.	BANK OF MONTREAL	C
YR1273793	2009/01/05	NO ASSGN RENT GEN		2148990 ONTARIO INC.	BANK OF MONTREAL	C
REMARKS: RENTS - YR1273792						
YR1315616	2009/05/12	NOTICE	$2	BANK OF MONTREAL	2148990 ONTARIO INC.	C
REMARKS: YR1273792						
YR1376244	2009/09/18	NO SUB AGREEMENT		THE CORPORATION OF THE TOWN OF RICHMOND HILL	2148993 ONTARIO INC. 2148990 ONTARIO INC.	C
REMARKS: ALL PARTS VARIOUS						
YR1388186	2009/10/13	POSTPONEMENT		BANK OF MONTREAL	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1273792 TO YR1376244 ALL PARTS VARIOUS						
YR1493832	2010/06/10	NOTICE	$2	2148990 ONTARIO INC.	BANK OF MONTREAL	C
REMARKS: YR1273792						
YR1562903	2010/10/18	CHARGE	$2,000,000	2148990 ONTARIO INC.	53 PUCCINI MORTGAGE CORP.	C
YR1578126	2010/11/22	POSTPONEMENT		53 PUCCINI MORTGAGE CORP.	BANK OF MONTREAL	C
REMARKS: YR1562903 TO YR1273792						
YR1657652	2011/06/02	NOTICE	$2	53 PUCCINI MORTGAGE CORP.	2148990 ONTARIO INC.	C
REMARKS: YR1562903						
YR1657656	2011/06/02	CHARGE	$3,200,000	2148990 ONTARIO INC.	NASTELL INVESTMENTS LIMITED	C
YR1783162	2012/02/13	NOTICE	$2	NASTELL INVESTMENTS LIMITED	2148990 ONTARIO INC.	C

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
REMARKS: YR1657656						
YR1805185	2012/04/04	RESTRICTION-LAND		*** DELETED AGAINST THIS PROPERTY *** 2147650 ONTARIO INC. 2148993 ONTARIO INC. 2148990 ONTARIO INC.		
REMARKS: NO TRANSFER OR CHARGE OF THE LANDS DESCRIBED IN THE PROPERTIES SECT ABOVE SHALL BE REGISTERED WITHOUT THE CONSENT OF THE TOWN SOLICITOR, ASSISTANT TOWN SOLICITOR OR THE CAO OF THE CORPORATION OF THE TOWN OF RICHMOND HILL. PTS 10, 11, 12 & 13, PL 65R33105. PTS 14 & 15, PL 65R33105. PTS 1 & 2, PL 65R33105 PTS 4 & 5, PL 65R33105 PTS 6 & 7, PL 65R33105 PTS 8 & 9, PL 65R33105 PTS 16 & 17, PL 65R33105 PT 3, PL 65R33105.						
YR1811419	2012/04/20	NO SUB AGREEMENT		THE CORPORATION OF THE TOWN OF RICHMOND HILL	2147650 ONTARIO INC. 2148990 ONTARIO INC. 2148993 ONTARIO INC.	C
REMARKS: PTS 10, 11, 12 & 13, PL 65R33105 PTS 14 & 15, PL 65R33105 PTS 1 & 2, PL 65R33105 PTS 4 & 5, PL 65R33105 PTS 6 & 7, PL 65R33105 PTS 8 & 9, PL 65R33105 PTS 16 & 17, PL 65R33105 PT 3, PL 65R33105						
YR1812191	2012/04/23	POSTPONEMENT		BANK OF MONTREAL	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1273792, YR1273793, YR1315616, YR1493832 TO YR1811419						
YR1812192	2012/04/23	POSTPONEMENT		53 PUCCINI MORTGAGE CORP.	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1562903 & YR1657652 TO YR1811419						
YR1812193	2012/04/23	POSTPONEMENT		NASTELL INVESTMENTS LIMITED	THE CORPORATION OF THE TOWN OF RICHMOND HILL	C
REMARKS: YR1657656 & YR1783162 TO YR1811419						
65M4331	2012/07/20	PLAN SUBDIVISION				C
YR1857197	2012/07/20	APL INH ORDER-LAND		*** DELETED AGAINST THIS PROPERTY *** THE CORPORATION OF THE TOWN OF RICHMOND HILL		
REMARKS: CARRIED FORWARD IN ERROR. MG						
YR1881934	2012/09/06	APL DELETE REST		*** COMPLETELY DELETED *** 2147650 ONTARIO INC. 2148990 ONTARIO INC. 2148993 ONTARIO INC.		
REMARKS: YR1805185.						
YR2016863	2013/08/09	CONSTRUCTION LIEN	$94,837	CON-DRAIN COMPANY (1983) LIMITED		C
YR2016890	2013/08/09	NOTICE		CON-DRAIN COMPANY (1983) LIMITED		C
YR2043150	2013/10/03	CERTIFICATE		CON-DRAIN COMPANY (1983) LTD.		C

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LAND
REGISTRY
OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03206-3508 (LT)

PREPARED FOR SDurante
ON 2013/12/09 AT 11:42:56

* 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
REMARKS: YR2016863						
YR2048904	2013/10/18	CONSTRUCTION LIEN	$135,060	ARGO LUMBER INC.		C
YR2049079	2013/10/18	CONSTRUCTION LIEN	$104,574	THE KING-CON CORPORATION		C
YR2050277	2013/10/22	CONSTRUCTION LIEN	$67,793	NEWMAR WINDOW MANUFACTURING INC.		C
YR2050961	2013/10/23	CONSTRUCTION LIEN	$22,568	TRUSTEES OF THE LABOURERS' UNION OF NORTH AMERICA LOCAL 183 MEMBERS' BENEFIT TRUST FUND		C
YR2056986	2013/11/06	CONSTRUCTION LIEN	$554,354	PILBRO III INC.		C
YR2057173	2013/11/06	CONSTRUCTION LIEN	$521,675	MEDI GROUP INCORPORATED		C
YR2057568	2013/11/07	CONSTRUCTION LIEN	$94,922	CARDELL FLOORING LTD.		C
YR2057675	2013/11/07	CONSTRUCTION LIEN	$434,578	FOREMONT DRYWALL INC., 1382479 ONTARIO INC. 1382503 ONTARIO INC. 2203579 ONTARIO INC.		C
YR2057676	2013/11/07	CONSTRUCTION LIEN	$216,202	CANADIAN CONCRETE FORMING LIMITED		C
YR2057677	2013/11/07	CONSTRUCTION LIEN	$227,303	PAVE PLUMBING & HEATING INC.		C
YR2058240	2013/11/08	CONSTRUCTION LIEN	$328,674	E. D. CARPENTERS LIMITED		C
YR2058638	2013/11/12	CONSTRUCTION LIEN	$203,870	THE SANDERSON-HAROLD COMPANY LIMITED		C
YR2058688	2013/11/12	CONSTRUCTION LIEN	$186,364	SOLO ELECTRIC LTD.		C
YR2059379	2013/11/13	CONSTRUCTION LIEN	$91,519	1865721 ONTARIO INC.		C
YR2060246	2013/11/14	CONSTRUCTION LIEN	$108,287	669857 ONTARIO INC.		C
YR2060384	2013/11/14	CONSTRUCTION LIEN	$29,392	RENOVA RECYCLING (2000) INC.		C
YR2060546	2013/11/15	CERTIFICATE		1865721 ONTARIO INC.		C
REMARKS: YR2059379						

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR2060547	2013/11/15	CERTIFICATE		MEDI GROUP INCORPORATED		C
REMARKS: YR2057173						
YR2060548	2013/11/15	CERTIFICATE		CARDELL FLOORING LTD.		C
REMARKS: YR2057568						
YR2060549	2013/11/15	CERTIFICATE		CANADIAN CONCRETE FORMING LIMITED		C
REMARKS: YR2057676						
YR2060550	2013/11/15	CERTIFICATE		FOREMONT DRYWALL INC., 1382479 ONTARIO INC., 1382503 ONTARIO INC., 2203579 ONTARIO INC., C.O.B. FOREMONT DRYWALL CONTRACTING		C
REMARKS: YR2057675						
YR2060551	2013/11/15	CERTIFICATE		E. D. CARPENTERS LIMITED		C
REMARKS: YR2058240						
YR2060571	2013/11/15	CERTIFICATE		SOLO ELECTRIC LTD.		C
REMARKS: YR2058688						
YR2060572	2013/11/15	CERTIFICATE		PILBRO III INC.		C
REMARKS: YR2056986						
YR2060573	2013/11/15	CERTIFICATE		PAVE PLUMBING & HEATING INC.		C
REMARKS: YR2057677						
YR2061882	2013/11/18	CERTIFICATE		THE KING-CON CORPORATION		C
REMARKS: CERTIFICATE OF ACTION FOR YR2049079						
YR2062198	2013/11/19	CONSTRUCTION LIEN	$46,559	GM EXTERIORS INC.		C
YR2062199	2013/11/19	CONSTRUCTION LIEN	$82,579	GIANCOLA ALUMINUM CONTRACTORS INC.		C
YR2067687	2013/11/29	CERTIFICATE		ARGO LUMBER INC.	ONTARIO SUPERIOR COURT OF JUSTICE	C
REMARKS: CERTIFICATE OF ACTION YR2048904						
YR2067695	2013/11/29	CERTIFICATE		NEWMAR WINDOW MANUFACTURING INC.	ONTARIO SUPERIOR COURT OF JUSTICE	C
REMARKS: CERTIFICATE OF ACTION YR2050277						
YR2070295	2013/12/05	CERTIFICATE		GM EXTERIORS INC.		

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LAND
REGISTRY
OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

03206-3508 (LT)

PREPARED FOR SDurante
ON 2013/12/09 AT 11:42:56

* 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
YR2070296	2013/12/05	CERTIFICATE		GIANCOLA ALUMINUM CONTRACTORS INC.		
YR2071421	2013/12/09	CERTIFICATE		TRUSTEES OF THE LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA LOCAL 183 MEMBERS' BENEFIT TRUST FUND		

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THIS IS EXHIBIT "K" TO

THE AFFIDAVIT OF IMRAN JINNAH

SWORN BEFORE ME THIS 11TH

DAY OF DECEMBER, 2013.

A Commissioner etc.

Court File No.: CV-13-115757-00

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N :

CON-DRAIN COMPANY (1983) LIMITED

Plaintiff

- and -

**SILVER STREAMS HOMES INC.,
SILVER STREAMS HOMES (PUCCINI) INC., JACK GREENBERG,
2148990 ONTARIO INC., 2148993 ONTARIO INC., 2147650 ONTARIO INC.
2147681 ONTARIO INC., PUCCINI MORTGAGE CORP.,
53 PUCCINI MORTGAGE CORP., 388242 ONTARIO LIMITED,
DAPAUL MANAGEMENT LIMITED, NASTELL INVESTMENTS LIMITED
and CASTLE LANE DESIGN GROUP INC.**

Defendants

STATEMENT OF CLAIM
(Notice of Action issued on August 15, 2013)

1. The Plaintiff claims:

   (a) damages in the amount of $800,000.00 for breach of contract, breach of the personal Undertaking of Jack Greenberg, breach of trust, breach of fiduciary duty, misappropriation of funds, conspiracy, fraud and negligent or fraudulent misrepresentations payable by the Defendants jointly and/or severally;

   (b) a Mandatory Order requiring the sum of up to $800,000.00 be paid into Court or into Trust from the net proceeds received on the remaining nineteen (19) lots located on the project in question, after payment of necessary legal fees, real estate commissions, mortgage payments to the Bank of Montreal and reasonable payments to other trades until further Order of this Honourable Court;

(c) an Order declaring that the Plaintiff has a full priority over all of the Defendants to the $800,000.00 amount referenced in paragraphs 1 (a) and (b) above;

(d) in the alternative, an Order that a Certificate of Pending Litigation be granted in respect of the remaining 19 Lots on the residential project in question located in Richmond Hill, the legal description for same is set forth in Schedule "A" attached hereto;

(e) punitive damages in the sum of $500,000.00;

(f) pre-judgment and post-judgment interest on the above noted sum from June 26, 2013 in accordance with the terms of the Settlement entered into between the parties, or in the alternative, in accordance with the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;

(g) costs of the action payable on a full indemnity basis;

(h) any Harmonized Sales Tax which may be payable on any amount pursuant to the *Excise Tax Act*, R.S.C., 1995, c. E-15, as amended, or any other legislation enacted by the Government of Canada; and

(i) such further and other relief as counsel may advise and this Honourable Court may deem just.

THE PARTIES

2. The Plaintiff, Con-Drain Company (1983) Limited (**"Con-Drain"**) is a company incorporated pursuant to the laws of the Province of Ontario and operates as an earthworks and servicing contractor from its head offices in Concord, Ontario.

3. The Defendants, Silver Streams Homes Inc. and Silver Streams Homes (Puccini) Inc. (**"Silver Streams"**) are companies incorporated pursuant to the laws of the Province of Ontario operating as builders and/or developers from their head offices in Richmond Hill, Ontario. At all material times, Silver Streams was the builder and/or developer of the residential homes constructed on the lands in question (the **"Project")**.

4. The Defendants, 2148990 Ontario Inc., 2148993 Ontario Inc., 2147650 Ontario Inc. and 2147681 Ontario Inc. (hereinafter collectively referred to as the **"Registered Owners"**) are companies incorporated pursuant to the laws of the Province of Ontario. At all material times, said companies were and/or are the **"Registered Owners"** of the Project lands. The Registered Owners are companies related to the Silver Streams companies in that they all share the same controlling mind and director/officer, namely, Imran Jinnah (**"Jinnah"**).

5. The Defendant, Jack Greenberg (**"Greenberg"**) is a lawyer residing in the Province of Ontario. At all material times, Greenberg was the lawyer for Silver Streams and the related Registered Owner companies. In addition, Greenberg is an officer, director and a controlling mind of the remaining corporate defendants described in paragraph #6 below.

6. The remaining corporate Defendants, namely, Puccini Mortgage Corp., 53 Puccini Mortgage Corp., 388242 Ontario Limited, Dapaul Management Limited, Nastell Investments Limited and Castle Lane Design Group Inc. (hereinafter collectively referred to as the **"Greenberg Companies"**) are companies incorporated pursuant to the laws of the Province of Ontario and are lenders and/or investors operating from their head offices in Toronto, Ontario. Greenberg is the sole officer and director and/or the controlling mind of the Greenberg Companies and is authorized to bind them.

7. The Greenberg Companies have mortgages registered against the Project, which mortgages are subsequent to a 1st mortgage registered in favour of the Bank of Montreal.

THE FACTS

8. Pursuant to its Contract in the sum of approximately $4.5 million including GST (the "Contract"), Con-Drain provided earthworks, underground services, roads, curbs, asphalt and all related labour and materials to the entire Project, being a residential construction project located in Richmond Hill. Con-Drain's Contract was with Silver Streams Homes Inc. and/or Silver Streams Homes (Puccini) Inc., the builder and developer of the Project.

9. Pursuant to the Contract, Con-Drain carried out its work and completed a substantial portion of same by late 2009. Unfortunately, Silver Streams did not have the funds available to pay Con-Drain for its work and was indebted to Con-Drain in the sum of approximately $2.0 million.

10. In any event, section 4.1 of the Contract required Silver Streams to pay Con-Drain within 15 days of receiving the return of security that Silver Streams had posted with the Town of Richmond Hill in the sum of approximately $1.2 million.

11. Contrary to the Contract provision mentioned above, Silver Steams improperly retained and/or misappropriated the security it received from the Town of Richmond Hill and wilfully neglected to pay said funds to Con-Drain.

12. In light of the above improper actions by Silver Streams, Con-Drain was required to register Claims for Lien in order to protect the substantial amounts owing for work performed on the Project at that time. As such, on February 9, 2010, Con-Drain registered two Claims for Lien against the Project, claiming $998,098.46 and $930,120.27, respectively.

13. Shortly after registration of Con-Drain's Claims for Lien, settlement negotiations took place with Greenberg and Jinnah. In fact, on or about March 31, 2010, a Settlement was entered into between the parties. The Settlement entitled Con-Drain to receive an immediate payment of $550,000.00. In addition, an Irrevocable Direction was provided by Silver Streams and an Irrevocable Undertaking was executed by Greenberg directing

payment to Con-Drain in the sum of $50,000.00 plus interest from each future closing until Con-Drain was paid in full, including interest.

14. In exchange, and as part of the Settlement, Con-Drain agreed to immediately discharge its two Claims for Lien.

15. Con-Drain received the $550,000.00 payment required by the above noted Settlement and began to receive $50,000.00 plus interest on the various closings as they proceeded to take place. In turn, Con-Drain discharged its two Claims for Lien and did so in strict reliance upon the Irrevocable Direction and Greenberg's Undertaking to pay Con-Drain proceeds from each closing.

16. The Settlement was performed by the parties until Silver Streams got into further financial trouble at some point in early 2012. At that time, Jinnah and Greenberg contacted Con-Drain to discuss revising the Settlement terms.

17. In order to assist Silver Streams in continuing to close the homes without undue delay and to avoid litigation, Con-Drain agreed to revise some of the Settlement terms. Part of the revision provided that Con-Drain would be paid $50,000.00 plus interest from the first ten (10) closings of homes constructed on the "Third Plan" of the Project (Plan 3). While doing so would delay payment to Con-Drain, which otherwise would have been paid in full on Plans 1 and 2, Jinnah and Greenberg advised the delay was necessary due to various financing issues with the first mortgage registered in favour of Bank of Montreal.

18. Con-Drain at all material times relied on the representations made by the Defendants that Con-Drain would receive the balance of funds owing from the first ten (10) closings on Plan 3. But for these representations, Con-Drain would not have agreed to the deferral in payment from the Plan 1 and 2 sales.

MISAPPROPRIATION OF FUNDS BY GREENBERG/JINNAH ET AL

19. From the commencement of the original Settlement in late March, 2010 until mid-March, 2013, there were approximately thirty-four (34) lots that closed from which Con-Drain received the required $50,000.00 payment along with applicable interest. All of those payments were made from Greenberg's trust account as required by the Settlement, the Irrevocable Direction and Greenberg's personal Undertaking.

20. Con-Drain pleads and relies upon the Settlement, the Irrevocable Direction and Greenberg's Undertaking as well as representations from Jinnah and Greenberg to comply with the terms of the Settlement in order to ensure full payment to Con-Drain. To that end, Con-Drain states the Defendants specifically owe a fiduciary duty, duty of care and are constructive trustees in respect of that portion of the closing proceeds payable to Con-Drain under the Settlement.

SECRET CLOSINGS AND DEFENDANTS' BREACHES

21. In April, 2013, Con-Drain inquired as to when the next set of closings were taking place as it was expected there would be numerous closings in the summer of 2013. Neither Jinnah nor Greenberg ever advised Con-Drain about the future closing dates.

22. Totally by coincidence, in late July it came to Con-Drain's attention that one of the lots in the Project had closed earlier that month. However, Con-Drain never received the Settlement payment and/or interest from Greenberg's office in respect of that closing.

23. Con-Drain immediately contacted Silver Streams/Jinnah and was advised that nine (9) or ten (10) lots had closed in June and July but that Greenberg had unilaterally decided no amount would be paid to Con-Drain notwithstanding the Irrevocable Direction from Silver Streams/Jinnah and Irrevocable Undertaking from Greenberg.

24. Con-Drain states the failure and/or intentional decision not to pay Con-Drain from the June and July, 2013 closing was a direct breach of the Irrevocable Direction, Irrevocable Undertaking and the Settlement obligations to pay Con-Drain.

25. In light of the above breaches and non-payment, Con-Drain demanded a meeting with Jinnah and Greenberg, which meeting was held at Con-Drain's offices on or about August 6th.

26. At the meeting, Greenberg admitted that funds were paid to the "Secondary Lenders" i.e. the Greenberg Companies who have mortgages registered "after" the Bank of Montreal's first mortgage. In fact, the Greenberg Companies received approximately $1.2 million dollars from the nine (9) secret closings, and other trades received over $800,000.00. Con-Drain received nothing.

27. Con-Drain states the above noted distribution of closing proceeds by the Defendants was a breach of the Settlement, a breach of trust, a breach of Greenberg's Undertaking and a breach fiduciary duty owed by Silver Streams and Greenberg to Con-Drain.

28. In addition, Con-Drain states that in light of all the above, Con-Drain has full priority over all of the Defendants to the $800,000.00 amount and seeks payment of same from the Defendants, jointly and/or severally.

BALANCE OWING TO CON-DRAIN

29. The balance presently owing to Con-Drain as of July 31, 2013, was the sum of $678,176.88 plus interest of $116,704.80 for a total owing in the sum of **$794,881.68**.

30. Of the above noted amount the sum of $94,836.71 relates to work recently performed by Con-Drain and approved by Silver Streams' engineer. In order to further protect Con-Drain's rights, on August 9, 2013, Con-Drain registered a Claim for Lien against eighteen (18) of the remaining lots in the sum of $94,836.71 and also registered a Notice against title to those lots.

31. Con-Drain believes that in light of the Settlements entered into with the parties herein along with the Irrevocable Direction from Silver Streams/Jinnah and the personal Undertaking of Greenberg, Con-Drain has an interest in the remaining lots up to the amount owing to Con-Drain and/or a constructive trust claim for that amount. Con-Drain has sought an Order requiring the amount owing be paid into Court or into Trust from the remaining closings so it can be protected and so as to prevent any further breaches and/or misuse of the closing proceeds by the Defendants.

32. In the alternative, Con-Drain seeks an Order for a Certificate of Pending Litigation in regards to the remaining lots.

CONCLUSION

33. Con-Drain also states the improper distribution of closing proceeds by Greenberg, Silver Streams and/or Jinnah from the nine (9) secret closings of over $1.2 million to the Greenberg Companies and over $800,000.00 to "other trades" instead of paying Con-Drain was a flagrant and intentional breach of the Settlement, breach of trust, breach of fiduciary duty and breach of duty of care for which those Defendants are jointly and/or severally liable.

34. Furthermore, Con-Drain states it has priority and is entitled to be paid in priority to the mortgages registered by the Greenberg Companies as Con-Drain began performing its work and entered into to the terms of the Settlement "prior to" the advances made by the Greenberg Companies. As a result, it is Con-Drain's position that all amounts still owing to it have priority to the Greenberg Company mortgages.

35. In addition, Greenberg's Undertaking is binding on the Greenberg Companies, who are identified in law with Greenberg and who are impressed with his knowledge and are liable for his wrongful conduct.

36. In addition or in the alternative, Con-Drain states the aforementioned amounts up to $800,000.00 are Trust Funds pursuant to the Trust provisions of the Construction Lien Act, R.S.O. 1990, c.C.30 and therefore payable to Con-Drain in priority to all of the Defendants.

37. In the further alternative, Con-Drain states the Greenberg Companies, which received approximately $1.2 million from the 9 secret closings in June and July, 2013, are constructive trustees in regards to those amounts and are holding those funds in trust for Con-Drain. As a result, all such funds must be repaid to Con-Drain up to the sum of $800,000.00 on the basis that same were clearly distributed to the Greenberg Companies in breach of the constructive trust and fiduciary duty owed to the Plaintiff by Silver Streams, Greenberg and/or the Greenberg Companies.

38. The Plaintiff proposes that this action be tried in the City of Newmarket, Ontario.

September 3, 2013

Koskie Minsky LLP
20 Queen Street West, Suite 900, Box 52
Toronto, ON M5H 3R3

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Fax: 416-204-2892

Lawyers for the Plaintiff

TO: SILVER STREAMS HOMES INC.
SILVER STREAMS HOMES (PUCCINI) INC.
2148990 ONTARIO INC.
2148993 ONTARIO INC.
2147650 ONTARIO INC.
2147681 ONTARIO INC.
c/o Stephen Schwartz
Chaitons LLP
5000 Yonge Street, 10th Floor
Toronto, ON M2N 7E9

AND TO: JACK GREENBERG
PUCCINI MORTGAGE CORP.
53 PUCCINI MORTGAGE CORP.
388242 ONTARIO LIMITED
DAPAUL MANAGEMENT LIMITED
NASTELL INVESTMENTS LIMITED
181 Eglinton Ave. E., Suite 204
Toronto, ON M4P 1J4

SCHEDULE "A"

PIN	03206 - 3484 LT LOT 1, PLAN 65M4331; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 1 & 2 65R33105 AS IN LB43081; TOWN OF RICHMOND HILL RICHMOND HILL
PIN	03206 - 3485 LT LOT 2, PLAN 65M4331; TOWN OF RICHMOND HILL RICHMOND HILL
PIN	03206 - 3486 LT LOT 3, PLAN 65M4331; TOWN OF RICHMOND HILL RICHMOND HILL
PIN	03206 - 3487 LT LOT 4, PLAN 65M4331; TOWN OF RICHMOND HILL RICHMOND HILL
PIN	03206 - 3488 LT LOT 5, PLAN 65M4331; TOWN OF RICHMOND HILL RICHMOND HILL
PIN	03206 - 3495 LT LOT 12, PLAN 65M4331; SUBJECT TO AN EASEMENT IN GROSS OVER PT 8 65R33105 AS IN YR1611262; TOWN OF RICHMOND HILL RICHMOND HILL
PIN	03206 - 3497 LT LOT 14, PLAN 65M4331; TOWN OF RICHMOND HILL RICHMOND HILL
PIN	03206 - 3499 LT LOT 16, PLAN 65M4331; TOWN OF RICHMOND HILL RICHMOND HILL
PIN	03206 - 3501 LT LOT 18, PLAN 65M4331; TOWN OF RICHMOND HILL RICHMOND HILL
PIN	03206 - 3502 LT LOT 19, PLAN 65M4331; TOWN OF RICHMOND HILL RICHMOND HILL
PIN	03206 - 3503 LT LOT 20, PLAN 65M4331; TOWN OF RICHMOND HILL RICHMOND HILL
PIN	03206 - 3504 LT LOT 21, PLAN 65M4331; TOWN OF RICHMOND HILL RICHMOND HILL
PIN	03206 - 3505 LT LOT 22, PLAN 65M4331; TOWN OF RICHMOND HILL RICHMOND HILL
PIN	03206 - 3506 LT LOT 23, PLAN 65M4331; TOWN OF RICHMOND HILL RICHMOND HILL
PIN	03206 - 3507 LT LOT 24, PLAN 65M4331; TOWN OF RICHMOND HILL RICHMOND HILL
PIN	03206 - 3508 LT LOT 25, PLAN 65M4331; TOWN OF RICHMOND HILL RICHMOND HILL
PIN	03206 - 3418 LT LOT 1, PLAN 65M4249; TOWN OF RICHMOND HILL 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 – 3441LT LOT 24, PLAN 65M-4249, SUBJECT TO AN EASEMENT IN GROSS PT 3, 65R-32917 AS IN YR1620823, TOWN OF RICHMOND HILL RICHMOND HILL

CON-DRAIN COMPANY (1983) LIMITED
Plaintiff

and

SILVER STREAMS HOMES INC. et al.
Defendants

Court File No: CV-13-115757-00

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at NEWMARKET

STATEMENT OF CLAIM
(Notice of Action Issued August 15, 2013)

Koskie Minsky LLP
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372

THIS IS EXHIBIT "L" TO

THE AFFIDAVIT OF IMRAN JINNAH

SWORN BEFORE ME THIS 11TH

DAY OF DECEMBER, 2013.

A Commissioner etc.

Court File No.
CV-13-115757-00

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE	)	**THURSDAY, THE 15TH**
	)	
JUSTICE M. L. LACK	)	**DAY OF AUGUST, 2013**

BETWEEN:

CON-DRAIN COMPANY (1983) LIMITED

Plaintiff

- and -

SILVER STREAMS HOMES INC., SILVER STREAMS HOMES (PUCCINI) INC., JACK GREENBERG, 2148990 ONTARIO INC., 2148993 ONTARIO INC., 2147650 ONTARIO INC. 2147681 ONTARIO INC., PUCCINI MORTGAGE CORP., 53 PUCCINI MORTGAGE CORP., 388242 ONTARIO LIMITED, DAPAUL MANAGEMENT LIMITED, NASTELL INVESTMENTS LIMITED and CASTLE LANE DESIGN GROUP INC.

Defendants

ORDER

THIS MOTION, made by the Plaintiff for a Mandatory Order and/or a Certificate of Pending Litigation, was heard this day at 50 Eagle Street, W., Newmarket, Ontario.

ON READING the Affidavit of Nunzio Bitondo, sworn August 13, 2013 and exhibits thereto, and the Affidavit of Cristina Neves, sworn August 24, 2013 and exhibits thereto, and upon reading the Consent of counsel for the Plaintiff and for Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148990 Ontario Inc., 2148993 Ontario Inc., 2147650 Ontario Inc. and 2147681 Ontario Inc., filed and upon hearing submissions from counsel for the Plaintiff,

1. **THIS COURT ORDERS** that the Plaintiff's Motion is adjourned pursuant to the Timetable attached hereto as Schedule "A", which Timetable may be varied on consent of all parties without further Order of the Court.

2. **THIS COURT ORDERS** that no closing of the nineteen (19) lots (more particularly described in Schedule "B" hereto and hereinafter defined as the "Lots") shall proceed other than in accordance with the terms as set out herein.

3. **THIS COURT ORDERS** that within seven (7) days from the date of this Order, Silver Streams shall provide the Plaintiff with a list of the scheduled closing dates for the Lots.

4. **THIS COURT ORDERS** that on any closing of the Lots the net proceeds received on closing shall be paid into Court, or into Trust if agreed to by all parties in writing, up to a maximum of $800,000.00. Such net proceeds shall be calculated as the balance of the purchase price after payment of necessary closing legal fees, real estate commissions, mortgage discharge payments to the Bank of Montreal, payment to the necessary trades in an amount to be agreed to by the Plaintiff acting reasonably, and applicable HST, which funds shall remain in Court or in Trust until further Order of this Honourable Court or Consent of the parties herein.

5. **THIS COURT ORDERS** that in conjunction with the terms set out in paragraph 4 above, the parties herein shall execute the necessary documents to allow any and/or all closings of the Lots to take place, including but not limited to, the partial Discharges of the Plaintiff's Notice and Claim for Lien registered on August 9, 2013, at the Plaintiff's own expense, to be provided immediately prior to any closing as contemplated herein.

6. **THIS COURT ORDERS** that once the sum of $800,000.00 has been paid into Court or into Trust, Con-Drain shall forthwith consent to the withdrawal of paragraphs 4 and 5 herein as it relates to payment of any further net proceeds into Court.

7. **THIS COURT ORDERS** that costs of all parties are reserved to the Judge hearing the Plaintiff's Motion on the merits.

ML 8. THIS COURT ORDERS THAT THIS MOTION IS OTHERWISE ADJOURNED TO SEPT. 26, 2013 AT 9:30 A.M.

Myers J

SCHEDULE "A"

TIMETABLE FOR PLAINTIFF'S MOTION

1. The Defendants shall provide their Responding materials on or before August 30, 2013;
2. The Plaintiff shall provide its Reply materials, if any, on or before September 5, 2013;
3. Cross-examination of the Affiants shall take place during the week of September 9, 2013;
4. The Plaintiff's Motion shall be returnable on Thursday, September 26, 2013.

SCHEDULE "B"

PIN	03206 - 3484 LT LOT 1, PLAN 65M4331; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 1 & 2 65R33105 AS IN LB43081; TOWN OF RICHMOND HILL RICHMOND HILL
PIN	03206 - 3485 LT LOT 2, PLAN 65M4331; TOWN OF RICHMOND HILL RICHMOND HILL
PIN	03206 - 3486 LT LOT 3, PLAN 65M4331; TOWN OF RICHMOND HILL RICHMOND HILL
PIN	03206 - 3487 LT LOT 4, PLAN 65M4331; TOWN OF RICHMOND HILL RICHMOND HILL
PIN	03206 - 3488 LT LOT 5, PLAN 65M4331; TOWN OF RICHMOND HILL RICHMOND HILL
PIN	03206 - 3495 LT LOT 12, PLAN 65M4331; SUBJECT TO AN EASEMENT IN GROSS OVER PT 8 65R33105 AS IN YR1611262; TOWN OF RICHMOND HILL RICHMOND HILL
PIN	03206 - 3497 LT LOT 14, PLAN 65M4331; TOWN OF RICHMOND HILL RICHMOND HILL
PIN	03206 - 3499 LT LOT 16, PLAN 65M4331; TOWN OF RICHMOND HILL RICHMOND HILL
PIN	03206 - 3501 LT LOT 18, PLAN 65M4331; TOWN OF RICHMOND HILL RICHMOND HILL
PIN	03206 - 3502 LT LOT 19, PLAN 65M4331; TOWN OF RICHMOND HILL RICHMOND HILL
PIN	03206 - 3503 LT LOT 20, PLAN 65M4331; TOWN OF RICHMOND HILL RICHMOND HILL
PIN	03206 - 3504 LT LOT 21, PLAN 65M4331; TOWN OF RICHMOND HILL RICHMOND HILL
PIN	03206 - 3505 LT LOT 22, PLAN 65M4331; TOWN OF RICHMOND HILL RICHMOND HILL
PIN	03206 - 3506 LT LOT 23, PLAN 65M4331; TOWN OF RICHMOND HILL RICHMOND HILL
PIN	03206 - 3507 LT LOT 24, PLAN 65M4331; TOWN OF RICHMOND HILL RICHMOND HILL
PIN	03206 - 3508 LT LOT 25, PLAN 65M4331; TOWN OF RICHMOND HILL RICHMOND HILL
PIN	03206 - 3418 LT LOT 1, PLAN 65M4249; TOWN OF RICHMOND HILL 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 – 3441LT LOT 24, PLAN 65M-4249, SUBJECT TO AN EASEMENT IN GROSS PT 3, 65R-32917 AS IN YR1620823, TOWN OF RICHMOND HILL RICHMOND HILL

CON-DRAIN COMPANY (1983) LIMITED Plaintiff	and	SILVER STREAMS HOMES INC. et al. Defendants	Court File No: CV-13-115757-00

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at NEWMARKET

O R D E R

Koskie Minsky LLP
20 Queen Street West, Suite 900, Box 52
Toronto, ON M5H 3R3

Jeffrey Long LSUC #: 32602V
Tel: 416-595-2125
Fax: 416-204-2892

Lawyers for the Plaintiff

THIS IS EXHIBIT "M" TO

THE AFFIDAVIT OF IMRAN JINNAH

SWORN BEFORE ME THIS 11TH

DAY OF DECEMBER, 2013.

A Commissioner etc.

CITATION: Con-Drain Company v. Silver Streams Homes, 2013 ONSC 7176
NEWMARKET COURT FILE NO.: CV-13-115757-00
DATE: 20131120

SUPERIOR COURT OF JUSTICE – ONTARIO

RE: Con-Drain Company (1983) Limited, Plaintiff /Moving Party

and

Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., Jack Greenberg, 2148990 Ontario Inc., 2148993 Ontario Inc., 2147650 Ontario Inc., 2147681 Ontario Inc., Puccini Mortgage Corp., 53 Puccini Mortgage Corp., 388242 Ontario Limited, Dapaul Management Limited and Nastell Investments Limited and Castle Lane Design Group Inc., Defendants/Responding Parties

BEFORE: The Honourable Madam Justice C.A. Gilmore

COUNSEL: Jeffrey J. Long, for the Plaintiff

Stephen Schwartz, for the Defendants, Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148990 Ontario Inc., 2148993 Ontario Inc., 2147650 Ontario Inc., and 2147681 Ontario Inc.
Marco Drudi, for the Defendants, Puccini Mortgage Corp., 53 Puccini Mortgage Corp., 388242 Ontario Limited, Dapaul Management Limited, Nastell Investments Limited and Castle Lane Design Group Inc.

HEARD: October 15, 2013

ENDORSEMENT

Overview

[1] The plaintiff/moving party seeks an order continuing the August 15, 2013 injunction order of Lack J., and requests the $800,000 paid into trust with Chaitons LLP be paid into court until trial, further order of the court or consent of the parties.

[2] In the alternative, the plaintiff requests an order that a certificate of pending litigation ("CPL") be granted in respect of any remaining lots/homes on the residential project in question, located in Richmond Hill ("the project"), which remaining properties are lots 18, 23, 24 and 25. In the further alternative, the plaintiff seeks an order pursuant to rule 45.02 of the *Rules of Civil Procedure* to preserve the $800,000 by way of funds paid into court or otherwise secured.

[3] The issue to ultimately be determined (although not in the context of this motion) is whether the plaintiff is entitled to immediate payment of the $800,000 in priority to the defendants' mortgages. The $800,000 represents the net proceeds received on recent closings of certain lots/homes, located in phase three of the project.

Background Facts

[4] On February 9, 2010, the plaintiff registered two construction liens against title to the lands owned, at that time, by the co-defendants, 2148990 Ontario Inc., 2148993 Ontario Inc., 2147650 Ontario Inc. and 2147681 Ontario Inc. (hereinafter "the owners"). The builder/developer of the lands is Silver Streams Homes Inc. and Silver Streams Home (Puccini) Inc. ("Silver Streams"). The sole officer, director/shareholder and operating mind of Silver Streams and the owners is Mr. Imran Jinnah. One of the liens was registered by the plaintiff against phase one of the subject lands in the principal amount of $998,098.46 ("the phase one lien"). The other lien was registered by the plaintiff as against phase two in the principal amount of $930,120.27 ("the phase two lien").

[5] The services and materials provided by the plaintiff that formed the basis of the liens were provided to the co-defendant Silver Streams. The plaintiff provided earthworks, underground services, roads, curbs, asphalt and related labour and materials to the project, and by the end of 2009 they were owed almost $2,000,000 for work performed but for which Silver Streams was unable to make payment.

[6] The co-defendants, Puccini Mortgage Corp., 53 Puccini Mortgage Corp., 388242 Ontario Limited, DaPaul Management Limited, Nastell Investments and Castle Lane Design Group Inc. ("the secondary lenders") were mortgagees under various mortgages registered against title to the subject lands (hereinafter the "secondary mortgages").

[7] The co-defendant, Mr. Jack Greenberg, is a solicitor who at all material times acted on behalf of Silver Streams during his dealings with the plaintiff and its solicitor, Mr. Jeffrey Long. Mr. Greenberg is also an officer/director and solicitor of the secondary lenders.

[8] After the registration of the liens, a settlement agreement was entered into between Silver Streams and the plaintiff on March 31, 2010. The secondary lenders were not parties to the settlement agreement, although they were aware of it.

[9] The settlement agreement entitled the plaintiff to an immediate payment of $550,000. As well, Silver Streams signed an irrevocable direction authorizing and directing its solicitor to "deduct from the closing proceeds, otherwise payable to the undersigned (Silver Streams)...the sum of $50,000...and to pay same to Con-Drain." An irrevocable direction was provided from Silver Streams and an irrevocable direction was signed by Mr. Greenberg, directing the $50,000 payments, plus interest, from each of the future closings on phase one and phase two of the project. In exchange, the plaintiff was required to discharge its two claims for lien. The plaintiff's claims in the within action arise from the terms of the settlement agreement as between the plaintiff and Silver Streams.

[10] The secondary lenders take the position that in the course of discussions between the plaintiff and Silver Streams, through Mr. Greenberg and Mr. Long, the plaintiff fully understood that the phase one and phase two liens were subject to mortgages including the mortgages of the secondary lenders. They rely on email correspondence from Mr. Greenberg to Mr. Long

advising that the plaintiff's liens were subject to $9,600,000 of prior financing. When the plaintiff requested registration of a first mortgage against ten lots in the subject lands to secure their payment, Mr. Greenberg, on behalf of Silver Streams, advised that Silver Streams could not comply, and as such, the secondary lenders take the position that the plaintiff was fully aware that its settlement agreement would not be given priority over the secondary mortgages of the secondary lenders.

[11] The plaintiff takes the position that Mr. Greenberg made a clear representation as to the plaintiff's priority over any secondary lenders and Silver Streams for the balance owing to the plaintiff, based on the terms of settlement of March 31, 2010 and an email from Mr. Greenberg, in which he acknowledged that the plaintiff would stand in second position and makes no mention that the plaintiff would not be paid the required $50,000 plus interest from future closings because of monies to be paid to secondary lenders or other trades, as now suggested by Mr. Greenberg in his affidavit.

[12] The secondary lenders take the position that the parties to the settlement agreement were the plaintiff and Silver Streams, and that the agreement was signed on behalf of Silver Streams by Mr. Greenberg, and on behalf of the plaintiff by Mr. Long. Therefore, the secondary lenders are not bound by the terms of the settlement agreement. Further, the settlement agreement directs the solicitor for Silver Stream to "deduct from the closing proceeds **otherwise payable** to the undersigned [Silver Streams] the sum of $50,000...and to pay same to Con-Drain."

[13] Further, as part of the settlement agreement, and in the event of a default of payment, the plaintiff obtained consents to judgments from the owners and Mr. Jinnah personally. The secondary lenders submit that there is nothing which precludes the plaintiff from taking out the judgments and enforcing them.

[14] At no time did the plaintiff attempt to make the secondary lenders a party to the settlement agreement or insist on seeking priority over them. The secondary lenders rely on email correspondence, dated January 17, 2011, to counsel for the plaintiff sent by Mr. Greenberg confirming that the plaintiff's phase two lien was subject to the secondary mortgages in favour of the secondary lenders. The plaintiff did not object to the confirmation of priority of the secondary mortgages as against title to the subject lands at the time. The phase two lien was subsequently discharged without security.

[15] Subsequently, the plaintiff received the initial $550,000 payment required by the settlement agreement and began to receive the $50,000 payments plus interest from the various closings as they took place. The plaintiff submits it would obviously never have discharged its lien if it was not going to receive the $50,000 plus interest from closings going forward.

[16] In early 2012, Silver Streams experienced financial difficulty and Mr. Jinnah and Mr. Greenberg contacted the plaintiffs to discuss a revision of the settlement terms. The plaintiff agreed to revise the settlement terms such that they would be paid $50,000 plus interest from each of the first ten closings on phase three of the subdivision instead of being paid from

closings on phase two. While this revision delayed payment to the plaintiff, they accepted that the revision was necessary due to financing issues.

[17] The terms of the revised settlement were confirmed in the April 16, 2012 email from Mr. Greenberg to Mr. Long. Specifically, that email sets out a proposal as follows,

> My client would like the option to be able to move your client's lien from 15 lots in phase 2 under the second plan to the aforesaid 15 lots on the BMO lands, which we suggest would be better security for your client, which liens would be subject only to a first mortgage for no more than $3,000,000 (whether BMO or a private mortgage). Currently your client's lien is subject to at least $9,600,000 of prior financing… On each closing, until your client is paid out, your client would receive $50,000 from the closing proceeds from each sale in return for a lifting of the lien from such lot. Pro-rated and proportionate interest would be added to the discharge amount. My client would provide an irrevocable direction to my firm to make the aforesaid payment from the closing proceeds, and my firm will undertake to make the payment as well, as long as my firm is acting on the closing and there are sufficient funds. If my client changes law firms for closing purposes, he will advise you and he will provide the same irrevocable direction to that law firm… My client will agree to replace the existing lien on phase two lands with a mortgage in the amount of the balance owed to your client to cover the shortfall between my client's indebtedness to your client and the amount of your client's liens.

[18] The secondary lenders take the position that the plaintiff cannot rely on the contents of the April 16, 2012 email as they were not a party to it and none of the representations made in it were made on their behalf. The mortgages registered by the secondary lenders went into default in February 2013. The plaintiff received its last $50,000 payment and applicable interest on March 11, 2013, which was after the default on the secondary mortgages. Up until March 11, 2013, thirty-four lots/homes closed and the plaintiff received the required $50,000 payments, along with applicable interest. These payments were made from Mr. Greenberg's trust account and flowed from the sale proceeds, as required by the settlement agreement.

[19] At the time the settlement agreement was entered into, the plaintiff was owed $3,334,002.07 by Silver Streams. Of the plaintiff's current claim of $800,000, the amount of $291,552.89 is interest, which it is claiming from Silver Streams.

[20] Subsequent to default on the secondary mortgages and the payment to the plaintiff on March 11, 2013, there were nine closings which took place on Phase 3 for which the plaintiff did not receive payment. The plaintiff only became aware of this because one of the homes which closed was sold to a family member of someone known to the plaintiff. Thereafter, Mr. Jinnah

confirmed that the closings had taken place in June and July of 2013 and that a decision had been made that no payment would be made to the plaintiff.

[21] At a meeting held at the plaintiff's offices on August 6, 2013, Mr. Greenberg admitted that the sum of approximately $1,200,000 was paid to Mr. Greenberg's secondary lender companies on account of their mortgages and that no amount was paid to the plaintiff from the nine closings. Mr. Greenberg is the president and sole shareholder of all of the secondary lender companies, save and except for Castle Lane. Mr. Greenberg's wife is the other officer and director of that company.

[22] Given the alleged "secret" closings, the plaintiff's position is that Mr. Greenberg and the other defendants breached the settlement agreement and their obligation to pay the plaintiff on the closings by unilaterally deciding to pay the secondary lenders in direct contravention of both Mr. Greenberg's personal undertaking and his client's irrevocable direction. A document provided by Mr. Greenberg confirms that $1,239,000 was paid by Mr. Greenberg to the secondary lenders from the June and July 2013 closings. The amount owing to the plaintiff as of July 31, 2013 and admitted by Mr. Jinnah on his cross-examination, was principal of $679,179.88 and interest of $116,704.80, for a total of $794,881.68. The additional $94,836.71 relates to work recently performed by the plaintiff and for which they have registered a claim for lien against the eighteen remaining lots.

[23] According to the secondary lenders, Mr. Greenberg honoured his personal undertaking by deducting from closing proceeds otherwise payable to Silver Streams, the sum of $50,000 and paying the same to the plaintiff. He was **not** obligated to pay the sum of $50,000 irrespective of the financial constraints faced by Silver Streams or before the first mortgagee or the secondary lenders. To interpret the undertakings as suggested by the plaintiff is to ignore the term "otherwise payable" and to provide the plaintiff priority when such priority was not agreed to by Mr. Greenberg. The secondary lenders, although not parties to this settlement agreement, were aware of this and took no issue with the contents of the agreement. In summary, the secondary lenders take the position that there is no factual basis for any of the plaintiff's claims against them, as they negotiated a settlement agreement, which entitled them to effectively an unsecured judgment against Silver Streams and Mr. Jinnah personally, but did not negotiate an agreement which entitled them to priority over the secondary lenders.

The Current Motion

[24] On August 15, 2013, an order was obtained from Lack J., which protects the $800,000 presently owing to the plaintiff and directed that the plaintiff's motion be returnable on September 26, 2013. The motion date was adjourned to October 15, 2013 on consent.

[25] The August 15, 2013 order of Lack J. required the $800,000 to be paid into trust with Chaitons LLP, solicitors for Silver Streams. The current motion is to determine whether or not the plaintiff is entitled to a continuation of Lack J.'s existing injunction and an order that the $800,000 be paid into court pending the determination of the action at trial. While Silver Streams does not claim entitlement to the $800,000 and admits owing money to the plaintiff and

the secondary lenders, they object to the order sought because interest continues to accrue under the mortgages and monies owed to the plaintiff, for which the Silver Streams may be responsible. The interest is significant.

[26] It should be noted that Mr. Shawn Tock attended this motion, but did not participate. Mr. Tock represents Re/Max Realtron Realty Inc. Brokerage (hereinafter "Re/Max"), who has commenced an action in Toronto against the owners. On September 24, 2013, the plaintiff in that case, Re/Max, moved to have funds paid into court based on its reasonable expectation that they would be paid commissions on closing. Re/Max argued that the owner had chosen to use funds from the closing of sales to pay unsecured creditors rather than Re/Max. Newbould J. ordered that "the vendor/owner is entitled to pay (1) all secured lenders and any lien claimant sufficient amount to permit each sale to close; (2) applicable HST; and (3) legal fees for the closing." All other proceeds of each sale were to be held in trust by Chaitons LLP to be paid out only on the consent of the parties or further court order.

The Positions of the Parties

The Plaintiff

[27] The plaintiff takes the position that it is entitled to a continuation of Lack J.'s order, until the priority issue between it and the secondary lenders is adjudicated at trial. With respect to the test for a Mareva injunction, the plaintiff argues that the threshold to establish a serious issue to be tried is low and so long as the court is satisfied that the claim is neither vexatious nor frivolous, a detailed review of the merits is not required.

[28] With respect to irreparable harm, this may be measured other than in monetary terms and an examination into the nature of the harm suffered, rather than its magnitude is required.

[29] Regarding the balance of convenience, the court must consider which party will suffer the greater harm from granting or refusing the injunction pending final determination at trial. The plaintiff submits that it has satisfied all three prongs of the test.

[30] The plaintiff alleges fraudulent misrepresentation. It submits that Mr. Greenberg's representation as counsel, president and sole agent for the secondary lenders that the plaintiff would have priority over the secondary lenders and owner, and the subsequent breach of that representation by allowing payouts from the phase three closings to be paid to parties other than the plaintiff is a violation of Mr. Greenberg's representation to maintain the plaintiff's priority of payment.

[31] Alternatively, the plaintiff seeks a CPL on the grounds that they have a claim in fraud allowing them the right to trace funds, or alternatively, to claim property on constructive trust principles.

[32] As a further alternative, the plaintiff seeks to have the $800,000 paid into court pursuant to rule 45.02 of the *Rules of Civil Procedure* on the basis that they have the right to a specific fund, that there is a serious issue to be tried regarding the plaintiff's claim to that fund, and that

the balance of convenience favours granting the relief sought in relation to that fund. The Court of Appeal in *Sadie Moranis Realty Corporation v. 1667038 Ontario Inc.*[1] said as follows, "Where the plaintiff has a serious prospect of ultimate success and there is something compelling the plaintiff's side of the scales, such as a real concern that the defendant will dissipate the specific fund, that is sufficient to outweigh the defendant's freedom to deal with his or her property."

The Secondary Lenders

[33] The secondary lenders take the view that the order of Lack J. is not a consent order as they did not participate. However, they also concede that they have not brought a motion to set aside that order. They support the endorsement of Newbould J., from September 24, 2013 in the Re/Max matter, and feel that is the appropriate way with which to deal with future closings. The secondary lenders strenuously object to the $800,000 being paid into court or for the plaintiffs to have any specific priority in future sales, as this is akin to giving an unsecured creditor priority over secured lenders.

[34] Further, the settlement agreement was negotiated by sophisticated parties with the assistance of their counsel. The agreement stipulated that the $50,000 plus interest to be paid to the plaintiff was to be paid from funds "otherwise payable." The secondary lenders interpret that to mean that secured creditors would receive those funds otherwise payable. Further, the plaintiff received security by way of a consent to judgment against the builders and Mr. Jinnah and there is no evidence that such a judgment cannot be enforced.

[35] There is no evidence that the secondary lenders are bound by the settlement agreement undertaking or direction. At the time of negotiating the agreements, the plaintiff could have sought more security, but it did not. The plaintiff has already received a substantial amount of what is owed to them. This is a monetary claim and not the type of claim that would be considered irreparable harm under the test for an injunction.

[36] The secondary lenders deny that a specific fund was created by the order of Lack J. If that were the case, then every interim order which ordered funds to be paid into court would be characterized in that manner.

[37] With respect to the balance of convenience, the affected parties are purchasers, subcontractors, preferred creditors, and Re/Max. Interest continues to accumulate on funds kept from the secured lenders. The secondary lenders' priority must be recognized.

Silver Streams

[38] Silver Streams does not claim entitlement to the money as it is not a stakeholder. However, as interest continues to accrue on the lenders and the plaintiff's money, Silver Streams agrees that the matter must be heard on an expedited basis. The project must continue and the

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[1] 2012 ONCA 475 at para 18.

endorsement of Newbould J. provides a reasonable mechanism for that to happen. The secondary lenders were not present with respect to Lack J.'s order, and a new order going forward is necessary in which allows the project to continue and recognizes the priority of secured lenders.

Analysis and Ruling

[39] It is this court's view that the threshold has been met to continue the injunctive relief ordered by Lack, J. In terms of the required test I find that there are serious issues to be tried. Clearly a trial is required to determine some of the many issues that have arisen as a result of Mr. Greenberg's actions in relation to the settlement agreement, the interpretation of the term "otherwise payable" in the settlement agreement and the alleged "breaches" of the irrevocable direction and personal undertaking. Transparency was intended by the settlement agreement and there is therefore some concern as to why payouts would be made without the plaintiff being advised.

[40] As for the issue of irreparable harm it is difficult at this stage to measure the magnitude of the harm. However, it is clear, that if the $800,000 were released, it would be immediately disbursed to the secondary lenders. This may cause irreparable harm if it is found to be in contravention of the settlement agreement and Mr. Greenberg's undertaking. While there is interest accruing, that is always going to be an issue where there is default and insufficient money to go around.

[41] As the $800,000 fund potentially contains amounts which could also be found to be owed to the secondary lenders, the plaintiff, Re/Max and other unsecured creditors, I do not see that the balance of convenience would be offended by paying it into court.

[42] Given all of the above and the serious allegation of fraudulent misrepresentation, this court takes a cautious view and I order that the $800,000 be paid into court pending trial.

[43] As the funds will be paid into court, there is no need for a CPL or an order under Rule 45.02 of the *Ruled of Civil Procedure.*

[44] Future closings to be dealt with in the method set out in Newbould J.'s endorsement of September 24, 2013, in which the vendor (Silver Streams) is to pay (1) all secured lenders and any lien claimant to date a sufficient amount to permit each sale to close, (2) applicable HST, and (3) legal fees for the closing. All other proceeds of each sale are to be held in trust by Chaitons LLP, to be paid out only on the consent of the parties or further court order.

[45] A pre-trial date to be arranged through the trial co-ordinator as soon as possible.

[46] If the parties cannot agree on costs, I will receive written submissions on a seven day turnaround, commencing with the plaintiff, followed by responding submissions from the defendants, then reply submissions, if any, commencing fourteen days from the date of release of this endorsement. Cost submissions shall be no more than two pages in length, exclusive of any costs outline or offers to settle. All costs submissions shall be delivered via email through my

assistant at jennifer.beattie@ontario.ca. If no costs submissions are received within 35 days of the date of release of this endorsement the costs issue shall be deemed to have been settled between the parties.

C. Gilmore J.

Justice C.A. Gilmore

Released: November 20, 2013

THIS IS EXHIBIT "N" TO

THE AFFIDAVIT OF IMRAN JINNAH

SWORN BEFORE ME THIS 11TH

DAY OF DECEMBER, 2013.

A Commissioner etc.

Court File No. CV-13-10243-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

BETWEEN:

RE/MAX REALTRON REALTY INC. BROKERAGE

Plaintiff

- and -

SILVER STREAMS HOMES (PUCCINI) INC.,
IMRAN JINNAH, ASMA JINNAH,
2148990 ONTARIO INC., 2147681 ONTARIO INC.,
2148993 ONTARIO INC., and 2147650 ONTARIO INC.,

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANT

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 the court office, **WITHIN TWENTY DAYS** after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

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: ~~August~~ Sept 11th/13 , 2013

Issued by: N Brown

Address of Court office:
Registrar
330 University Avenue, 7th Floor
Toronto, Ontario M5G 1E6

Natasha Brown
Registrar

TO: **SILVER STREAMS HOMES (PUCCINI) INC.**
103 Naughton Drive
Richmond Hill, Ontario
L4C 8B3

AND TO: **IMRAN JINNAH**
103 Naughton Drive
Richmond Hill, Ontario
L4C 8B3

AND TO: **ASMA JINNAH**
103 Naughton Drive
Richmond Hill, Ontario
L4C 8B3

AND TO: **2148990 ONTARIO INC.**
103 Naughton Drive
Richmond Hill, Ontario
L4C 8B3

AND TO: **2147681 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: **2147650 ONTARIO INC.**
103 Naughton Drive
Richmond Hill, Ontario
L4C 8B3

CLAIM

1. **THE PLAINTIFF CLAIMS** against the Defendant as follows:

   (a) payment of the sum of $250,000.00 due for real estate commissions and breach of contract;

   (b) in the alternative, damages in the sum of $250,000.00 for unjust enrichment, intentional interference with contractual relations, conspiracy, breach of fiduciary duty and breach of trust;

   (c) in the further alternative, not less than $250,000.00 by way of restitution and a declaration that funds received by the Defendants in the form of deposits from purchasers are held in a constructive trust for the Plaintiff;

   (c) a declaration that the Defendants have conducted themselves in a manner which is, and threatens to be, oppressive and unfairly prejudicial to, and which unfairly disregards the interest of, the Plaintiff, contrary to sections 245-248 of the *Ontario Business Corporations Act*, R.S.O. 1990 c.B.16 ("OBCA");

   (d) an interim and interlocutory injunction and mandatory order directing the Defendants to pay the funds received upon the closing of each property, subject to the payment of any registered encumbrance, into Court pending the disposition of this action;

   (e) any harmonization tax which may be payable on any amounts pursuant to Bill C-62, the *Excise Tax Act*, R.S.C. 1985, as amended or any other legislation enacted by the Government of Canada or Ontario;

   (f) pre-judgment interest from March 28, 2012, until the date of judgment pursuant to the provisions of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, and amendments thereto.

   (g) post-judgment interest from the date of judgment pursuant to the provisions of the *Courts of Justice Act*, R.S.O. 1990 c. C. 43, and amendments thereto.

   (h) punitive, aggravated, and exemplary damages in the sum of $50,000.00;

   (i) the costs of this action on a full indemnification basis, or in the alternative, on a solicitor-client basis, or in the further alternative on a partial indemnity basis; and

   (j) such further and other relief as this Honourable Court may deem just.

THE PARTIES

2. The Plaintiff, Re/Max Realtron Realty Inc. Brokerage ("Re/Max") is an Ontario corporation which carries on the business of selling real estate pursuant to the *Real Estate and Business Brokers Act*, R.S.O. 1990, c.R.4 and amendments thereto. Re/Max was at all material times a real estate brokerage.

3. At all material times, Fatemeh Anari ("Anari"), Freda Cheung ("Cheung"), and Reza Danayan ("Reza") were licensed sales representative employed by the Plaintiff. At all material times, it was Anari, Cheung, and/or Reza who had dealings with the subject property and with the Defendants.

4. From time to time, the Plaintiff entered into Confirmation of Co-operation and Representation Agreements ("Joint Representation Agreements") with other brokerages for the purchase and sale of various lots. On such occasions, any commissions earned were to be split by the Plaintiff and the other broker pursuant to the terms of the Joint Representation Agreement (a "Co-operating Brokerage").

5. The Defendant, Silver Streams Homes (Puccini) Inc. ("Puccini"), was at all material times a corporation incorporated pursuant to the laws of Ontario and carried on business as a property developer. Puccini is a single-purpose corporation and was incorporated for the sole purpose of marketing and selling the lots which comprise the property owned by the following defendants: 2148990 Ontario Inc., 2147681 Ontario

Inc., 2148993 Ontario Inc., and 2147650 Ontario Inc. (collectively, the "Numbered Companies").

6. The Defendants Asma Jinnah ("Asma") and Imran Jinnah ("Imran") are husband and wife and are resident in the Province of Ontario. Imran is an officer and director of each of the Numbered Companies, as well as of Puccini (collectively, all of the Defendants shall be referred to as "Silver Streams"). Asma is an officer of Puccini. Both Asman and Imran were and continue to be directly involved in all aspects of the transactions with Re/Max and its agents.

7. 2148990 Ontario Inc. is (or was, prior to the lot being sold by Re/Max on behalf of the Defendants) the registered owner of lots 69, 20, 23, 29, 30 and 70.

8. 2147681 Ontario Inc. held an ownership interest in lot 33 prior to its sale by Re/Max on behalf of the Defendants.

9. 2147650 Ontario Inc. was the registered owner of lot 50 prior to its sale by Re/Max on behalf of the Defendants.

10. 2148993 Ontario Inc. is (or was, prior to the lot being sold by Re/Max on behalf of the Defendants) the registered owner of lots 5, 2 and 4 and held a part interest in lot 33.

THE FIRST ACTION

11. Silver Streams developed a tract of land located in Richmond Hill, Ontario. Anari was the real estate agent for Silver Streams regarding lots 39, 41, and 60 Puccini Drive, and 47 and Lot 53 Rossini Drive.

12. Each of these lots has been sold and the transactions have closed.

13. Despite signing listing agreements with Re/Max in which it promised to pay certain commissions, Silver Streams failed to pay the funds that were due and owing to Re/Max.

14. Accordingly, on or about March 2, 2013, Re/Max initiated a claim against Puccini only, seeking payment of $150,000.00 worth of unpaid commissions for lots that it sold on behalf of Puccini. This action, bearing Ontario Superior Court file number CV-13-475995, is currently pending in the Superior Court of Justice, Toronto Region (the "First Action").

15. Puccini served its Notice of Intent to Defend on or about March 27, 2013 and its Statement of Defence on July 3, 2013.

16. None of Puccini, Asma, Imran or the Numbered Companies has paid any of the funds claimed in the First Action. A summary judgment motion has been scheduled to be heard in Ontario Superior Court on October 17, 2013.

17. Since the initiation of the First Action, a number of other lots have been sold by Re/Max on behalf of Silver Streams, for which the Plaintiff is entitled to receive commissions which have not been paid.

RE/MAX'S ENTITLEMENT TO THE COMISSIONS

18. For each lot set referred to in paragraphs 21, 22 and 25, below, Re/Max and Silver Streams entered into a standard Toronto Real Estate Board listing agreement for the sale of each Lot (the "TREB Agreement").

19. Each TREB Agreement contained the same material terms, including, but not limited to:

> **2. Commission** In consideration of the Listing Brokerage listing the Property, the Seller agrees to pay the Listing Brokerage a commission of 3.5% of the sale price of the Property.... For any valid offer to purchase the Property from any source whatsoever obtained during the Listing Period and on the terms and conditions set out in this agreement OR such other terms and conditions as the Seller may accept......
>
> The Seller further agrees to pay such commission as calculated above even if the transaction contemplated by an agreement to purchase agreed to or a accepted by the Seller or anyone on the Seller's behalf is not completed , if such non-completion is owing or attributable to the Seller's default or neglect, said commission to be payable on the date set for completion of the purchase of the Property...
>
> ***Any deposit in respect of any agreement where the transaction has been completed shall first be applied to reduce the commission payable.*** Should such amounts paid to the Listing Brokerage from the deposit or by the Seller's solicitor not be sufficient, the Seller shall be liable to pay to the Listing Brokerage on demand, any deficiency in commission and taxes owing on such commission [emphasis added].

20. As in the First Action, Anari was the sole real estate agent acting for Silver Streams to effect the sale of lots 4, 30, 57, 58, 69, and 50, each of which, as at the date of the issuance of this Claim, has already closed. For the sale of these lots, Re/Max is entitled to **$4,445.19.**

21. Anari was the sole real estate agent acting for Silver Streams the effect the sale of lots 29 and 33-semi. None of these lots have closed, either because a lien has been placed on title, or because the properties are not yet complete. Upon closing, Re/Max will be entitled to a commission in the amount of **$10,390.11.**

22. In addition to the TREB Agreement, the parties executed an "Agreement to Co-operate" for the lots referred to in paragraph 24, below (the "Cooperating Agreements").

23. The Cooperating Agreements each state that:

> [T]he vendor will pay to the co-operating broker 2.5% of the Purchase Price (net of HST) on this sale as a full co-operating fee in the consideration for the physical introduction to the Symphony Series on the successful completion of this transaction plus applicable HST on such commission. Notwithstanding any of the provisions contained herein including any payments, the commission is not earned until the closing of this transaction.

24. Anari cooperated with other agents and brokerages to effect the sale of lots 5, 2, 20, 23, and 70 on Silver Streams' behalf. The sale of lot 5 has already closed, while the sales of the remaining lots have been delayed either due to the registration of a lien on their respective titles by an unpaid tradesperson or because they are not yet built. Re/Max is entitled to a commission of **$24,850.00** for the sale of lot 5 and will be

entitled to a commission of **$125,291.00**, a portion of which it is legally obliged to hold in trust for the co-operating agent or brokerage.

25. The following paragraphs set out in further detail the amounts owing for each lot sold by the Plaintiff on behalf of Silver Stream.

Lot 69 (Municipal Address: 20 Rossini Drive, Richmond Hill)

26. On June 30, 2011, Lot 69 was sold for the sum of $740,900.00 incl. HST (or $663,628.31 + HST). The transaction closed on July 31, 2013.

27. The Parties set out the amount of the Plaintiff's commission and the mechanism for its payment in both a TREB Agreement and an Agreement to Cooperate. Under these Agreements, the Plaintiff was to receive 2.5% of the sale price (net of HST) in two instalments: 1.0% on August 10, 2011, and 1.5% upon closing.

28. Silver Streams paid the first instalment of the commission, but has failed to pay the remaining 1.5% despite it being due and payable as of July 31, 2013.

29. Accordingly, **$11,248.49** is due and owing to the Plaintiff with respect to Lot 69 (1.5% of the net purchase price, plus HST).

Lot 50 (Municipal Address: 69 Rossini Drive, Richmond Hill)

30. On July 24, 2011, Lot 50 was sold for the sum of $620,000.00 incl. HST (or $548,672.57 + HST).

31. The Parties set out the amount of the Plaintiff's commission and the mechanism for its payment in both a TREB Agreement and an Agreement to Cooperate. Under these Agreements, the Plaintiff was to receive 2.5% of the sale price (net of HST) in two instalments: 1.5% by October 11, 2011, and 1.0% upon closing.

32. Silver Streams paid the first instalment of the commission, but has failed to pay the remaining 1.0% despite it being due and payable as of July 25, 2013.

33. Accordingly, **$6,200.00** is due and owing to the Plaintiff with respect to Lot 50 (1.0% of the net purchase price, plus HST).

Lot 5 (Municipal Address: 78 Puccini Drive, Richmond Hill)

34. On September 27, 2011, Lot 5 was sold for the sum of $970,000.00 incl. HST (or $873,938.05 + HST).

35. The Parties set out the amount of the Plaintiff's commission and the mechanism for its payment in a TREB Agreement.

36. The purchaser of Lot 5 was also represented by the Plaintiff through its agent Cheung. The Plaintiff is therefore entitled to commissions as the purchaser's broker, as well as the listing agent.

37. Under the TREB Agreement, the Plaintiff was to receive 3.5% of the sale price (net of HST) in two instalments: 1.0% by November, 2011, and 2.5% upon closing.

38. Silver Streams paid the first instalment of the commission, but has failed to pay the remaining 2.5% despite it being due and payable as of July 25, 2013

39. Accordingly, **$20,344.26** is due and owing to the Plaintiff with respect to Lot 5 (2.5% of the net purchase price, plus HST).

Lot 30 (Municipal Address: 23 Rossini, Richmond Hill)

40. On July 24, 2011, Lot 30 was sold for the sum of $725,000.00 incl. HST (or $641,592.92 + HST).

41. The Parties set out the amount of the Plaintiff's commission and the mechanism for its payment in a TREB Agreement.

42. Under the TREB Agreement, the Plaintiff was to receive 2.5% of the sale price (net of HST) in two instalments: 1.5% by October 26, 2011, and 1.0% upon closing.

43. Silver Streams paid the first instalment of the commission, but has failed to pay the remaining 1.0% despite it being due and payable as of August 27, 2013

44. Accordingly, **$8,501.00** is due and owing to the Plaintiff with respect to Lot 30 (1.0% of the net purchase price, plus HST).

Lot 57 (Municipal Address: 60 Rossini Drive, Richmond Hill)

45. On June 30, 2011, Lot 57 was sold for the sum of $725000.00 incl. HST (or $641,592.92 + HST).

46. The Parties set out the amount of the Plaintiff's commission and the mechanism for its payment in a TREB Agreement.

47. Under the TREB Agreement, the Plaintiff was to receive 2.5% of the sale price (net of HST) in two instalments: 1.0% by August 24, 2011, and 1.5% upon closing.

48. Silver Streams paid the first instalment of the commission, but has failed to pay the remaining 1.5% despite it being due and payable as of August 27, 2013

49. Accordingly, **$11,709.00** is due and owing to the Plaintiff with respect to Lot 57 (1.5% of the net purchase price, plus HST).

Lot 58 (Municipal Address: 58 Rossini Drive, Richmond Hill)

50. On June 30, 2011, Lot 58 was sold for the sum of $725,000.00 incl. HST (or $641,592.92 + HST).

51. The Parties set out the amount of the Plaintiff's commission and the mechanism for its payment in a TREB Agreement.

52. Under the TREB Agreement, the Plaintiff was to receive 2.5% of the sale price (net of HST) in two instalments: 1.0% by August 24, 2011, and 1.5% upon closing.

53. Silver Streams paid the first instalment of the commission, but has failed to pay the remaining 1.5% despite it being due and payable as of August 27, 2013

54. Accordingly, **$11,709.00** is due and owing to the Plaintiff with respect to Lot 58 (1.5% of the net purchase price, plus HST).

Lot 4 (Municipal Address: 80 Rossini Drive, Richmond Hill)

55. On August 30, 2011, Lot 4 was sold for the sum of $970,000.00 incl. HST (or $858,407.08 + HST).

56. The Parties set out the amount of the Plaintiff's commission and the mechanism for its payment in a TREB Agreement.

57. Under the TREB Agreement, the Plaintiff was to receive 3.5% of the sale price (net of HST) in two instalments: 1.5% by September 28, 2011, and 2.0% upon closing.

58. Silver Streams paid the first instalment of the commission, but has failed to pay the remaining 2.0% despite it being due and payable as of August 27, 2013

59. Accordingly, **$21,078.00** is due and owing to the Plaintiff with respect to Lot 4 (2.0% of the net purchase price, plus HST).

Claims for Breach of Contract and Unjust Enrichment

60. In spite of numerous demands by the Plaintiff for payment of this outstanding commission amounts, the Defendant has failed and/or refused to pay the commission due.

61. In the alternative, the Plaintiff seeks damages for unjust enrichment and restitution. The Plaintiff has provided real estate services as a brokerage and through its agents to the Defendant (a benefit). The Plaintiff has not been paid for the services (a corresponding deprivation). There is no juristic reason for the benefit or the corresponding deprivation.

Claim Against Imran and Asma

62. Imran is a controlling mind of the Numbered Companies.

63. Asma and Imran together control Puccini.

64. Imran was at all times and continues to be a signing officer for the Numbered Companies and for Puccini. When the either of these Defendants' received funds into their bank accounts in the form of deposits for the purchase of the lots, Imran became a constructive trustee in accordance with the TREB Agreement.

65. Similarly, Asma was at all times and continues to be a signing officer for Puccini. Whenever Puccini received funds into its bank accounts in form of deposits for the purchase of the lots, Asma became a constructive trustee in accordance with the TREB Agreement

66. As constructive trustees, Asma and Imran are liable for breach of trust, for misapplication of the funds and failing to pay the funds on demand.

67. Similarly, by failing to pay the commissions due and owing to the Plaintiff, each of the Silver Streams defendants have knowingly breached their fiduciary duties as trustees.

Claim for Intentional Interference with Contractual Relations

68. Under the terms of the Joint Representation Agreement, the Plaintiff is both contractually and equitably required to pay a portion of its commissions to other brokerages.

69. At all relevant times, Silver Streams was aware that the Plaintiff had entered into the Joint Representation Agreements, and had full knowledge that the Plaintiff was required to pay funds to other brokerages.

70. Despite knowing this, Silver Streams refused to pay the commissions that were due and owing to the Plaintiff and to the Co-operating Brokerages.

71. As a direct result of the Defendants' refusal to pay the commissions, the Plaintiff unwillingly breached the terms of the various Joint Representation Agreements into which it entered and has been subjected to an order of the Real Estate Council of Ontario regarding its inability to pay the Co-operating Brokerages.

72. Silver Streams' conduct has therefore resulted in significant damages to the Plaintiff, both financially and otherwise, including but not limited to the loss of business opportunities and lost profits.

Claim for Conspiracy

73. As set out herein, the Defendants committed the tort of conspiracy by agreeing, and acting in combination, to deprive the Plaintiff of its commissions and to breach their fiduciary duties to the Plaintiff.

74. As set out herein, the Defendants agreed to create a scheme whereby the Plaintiff would act as Silver Streams' agent for the sale of various lots. The purpose of

the agreement between the Defendants was to cause the Plaintiff to suffer economic loss and injury while the Individual Defendants received a financial gain in the form of the commissions that the Defendants refused to pay to the Plaintiff.

75. The Plaintiff pleads and relies upon the *Real Estate Business and Brokers Act*, S.O. 2002.

76. The Plaintiff pleads and relies upon the *Assignments and Preferences Act*, R.S.O. 1990, c. A.33.

The Plaintiff proposes that this action be tried at Toronto.

August ____,2013

LANDY MARR KATS LLP
Barristers & Solicitors
2 Sheppard Avenue East – Suite 900
Toronto, Ontario M2N 5Y7

Keith M. Landy (16906F)
Shawn Tock (52409E)
Tel: (416) 221-9343
Fax: (416) 221-8928

Lawyers for the Plaintiff

RE/MAX REALTRON REALTY INC. BROKERAGE -and- SILVER STREAMS HOMES, et al.
Plaintiff Defendants

Court File No. CV-13-10243-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

STATEMENT OF CLAIM

Service of this document, a true copy hereof, is accepted this 17th **day of** September**, 20**13**.**

Per: GSeunhatt
Chaitons LLP.

LANDY MARR KATS LLP
Barristers & Solicitors
2 Sheppard Avenue East
Suite 900
Toronto, Ontario M2N 5Y7

Keith M. Landy (16906F)

Shawn Tock (52409E)

Tel : (416) 221-9343
Fax: (416) 221-8928

Lawyers for the Plaintiff

409

THIS IS EXHIBIT "O" TO

THE AFFIDAVIT OF IMRAN JINNAH

SWORN BEFORE ME THIS 11TH

DAY OF DECEMBER, 2013.

A Commissioner etc.

September 24, 2013

Sean Tork for the plaintiff
Stephen Schwartz for the defendants

The plaintiff moves to have funds paid into court. DeMax has not been paid commissions for a number of sales that have closed. The evidence indicates that for those sales, there were not sufficient proceeds to discharge mortgages or liens necessary to close the sales, although some money was paid to construction trades that had not filed liens. There is no money left from those sales to be available to be paid into court.

There are sales yet to close. The plaintiff seeks an order paying the funds on closing into court in a sufficient amount to cover the real estate commissions owing to DeMax.

DeMax argues that the money received on the closing for the real estate commissions is impressed with a trust. I do not read the listing agreement that way. There is no trust provision in that agreement.

I agree with DoMax however that the reasonable expectations of the parties is that DoMax would be paid commissions on closing. That is the normal way real estate transactions work, and there is reference to payment of commissions on closing in the listing agreements. Reasonable expectations are of course central to any oppression analysis under s. 248 of the OBCA.

The problem here is that because of delays, the project has required extra supplementary secured loans that have to be paid to permit a closing, and there is not enough money to go around for all of the unsecured creditors. Silver Stream has chosen to use funds from the closing of its sales to pay ~~the~~ unsecured creditors other than DoMax.

In my view it is appropriate that an order be made that with respect to all sales yet to close, Silver Streams, the vendor, is entitled to pay (i) all secured lenders and any lien claimants to date a sufficient amount to permit each sale to close, (ii) applicable H.S.T. and (iii) legal fees for the closing. All other proceeds of each sale are to be held in trust by Chaitons LLP to be paid out only on the consent of the parties or further court order.

I make no determination of entitlement to these surplus funds to be ~~[illegible]~~ held in trust.

Restax is entitled to costs of $3,000 to be paid by the defendants within 30 days.

[illegible] J.

THIS IS EXHIBIT "P" TO

THE AFFIDAVIT OF IMRAN JINNAH

SWORN BEFORE ME THIS 11TH

DAY OF DECEMBER, 2013.

A Commissioner etc.

SILVER STREAMS HOMES INC.
(Incorporated under the laws of Ontario)
FINANCIAL STATEMENTS
(Unaudited - See Notice to Reader)
NOVEMBER 30, 2012

Contents	**Page**
Notice to Reader	1
Balance Sheet	2
Statement of Retained Earnings	3
Statement of Income	4
Notes to Financial Statements	5

C.M. Kapur Professional Corporation
Chartered Accountant

NOTICE TO READER

On the basis of information provided by management, I have compiled the balance sheet of Silver Streams Homes Inc. as at November 30, 2012 and the statements of retained earnings and income for the year then ended.

I have not performed an audit or a review engagement on these financial statements and, accordingly, I express no assurance thereon.

Readers are cautioned that these statements may not be appropriate for their purposes.

CMKapur

Markham, Ontario
April 22, 2013

C.M. Kapur Professional Corporation
Chartered Accountant
Authorized to practice public accounting by
The Institute of Chartered Accountants of Ontario

2750 14th Avenue, Suite #201 • Markham, ON. L3R 0B6 • Tel: (905) 944-0370 • Fax: (905) 944-0372 • E-mail: cmkapur@rogers.com

SILVER STREAMS HOMES INC.
(Incorporated under the laws of Ontario)
BALANCE SHEET
(Unaudited - See Notice to Reader)
NOVEMBER 30, 2012

	2012	2011
ASSETS		
CURRENT		
Cash and Bank	$ 20,451	$ 17,536
Due from Related Parties	3,329,780	1,139,728
Due from Shareholder	251,946	151,933
	$ 3,602,177	$ 1,309,197
PROPERTY, PLANT AND EQUIPMENT (Note 2)	3,364	4,263
OTHER INTANGIBLE ASSETS (Note 3)	685	685
TOTAL	$ 3,606,226	$ 1,314,145
LIABILITIES		
CURRENT		
Accounts Payable and Accrued Liabilities	$ 214,473	$ 184,702
Corporate Income Taxes Payable	58,321	84,716
Due to Related Parties	3,251,664	1,021,400
	$ 3,524,458	$ 1,290,818
SHAREHOLDER'S EQUITY		
CAPITAL STOCK (Note 4)	100	100
RETAINED EARNINGS (Page 3)	81,668	23,227
TOTAL	$ 3,606,226	$ 1,314,145

APPROVED ON BEHALF OF THE BOARD:

X ______________________ Director

Notice to Reader on page 1 and Notes to Financial Statements on pages 5 are integral part of these statements.

SILVER STREAMS HOMES INC.
(Incorporated under the laws of Ontario)
STATEMENT OF RETAINED EARNINGS
(Unaudited - See Notice to Reader)
FOR THE YEAR ENDED NOVEMBER 30, 2012

	2012	2011
Balance, beginning of year	$ 23,227	$ 34,498
Prior year adjustments	-	(55,899)
Net Income for the year (Page 4)	58,441	44,628
Balance, end of year	$ 81,668	$ 23,227

SILVER STREAMS HOMES INC.
(Incorporated under the laws of Ontario)
STATEMENT OF INCOME
(Unaudited - See Notice to Reader)
FOR THE YEAR ENDED NOVEMBER 30, 2012

	2012	2011
REVENUE		
Fees Earned	$ 665,000	$ 530,000
OPERATING EXPENSES		
Advertising and Promotion	$ 6,620	$ 6,339
Amortization	899	1,148
Bank Charges and Interest	6,958	6,972
Employee Benefits	27,804	10,342
Insurance	35,618	33,242
Management Fees	274,000	185,000
Meals and Entertainment	8,370	9,826
Occupancy Costs	23,811	24,766
Office and General Administrative	55,588	34,686
Professional Fees	10,500	11,842
Repairs and Maintenance	13,613	7,598
Staff Salaries and Wages	76,000	28,500
Telephone	15,166	12,411
Travel	-	598
Vehicle	39,962	37,597
	$ 594,909	$ 410,867
NET INCOME before Income Taxes	$ 70,091	$ 119,133
Income Taxes	(11,650)	(74,505)
NET INCOME	$ 58,441	$ 44,628

Notice to Reader on page 1 and Notes to Financial Statements on pages 5 are integral part of these statements.

SILVER STREAMS HOMES INC.
(Incorporated under the laws of Ontario)
NOTES TO FINANCIAL STATEMENTS
(Unaudited - See Notice to Reader)
NOVEMBER 30, 2012

1. SIGNIFICANT ACCOUNTING POLICIES

a. Nature of Business
The company was incorporated under the laws of Ontario on December 12, 2003. It is engaged in the project management and general contracting.

b. Property, Plant and Equipment
Property, plant and equipment are stated at cost. Amortization is based on their estimated useful life using the following methods and rates:

	METHODS	RATES
Furniture and Equipment	Declining balance	20%
Computer Equipment	Declining balance	30%

c. Other Intangible Assets
Other intangible assets consist of incorporation expenses, stated at cost. No amortization is provided on incorporation expenses. The intangible assets whether subject to amortization or not, are tested for impairment annually.

2. PROPERTY, PLANT AND EQUIPMENT

	Cost	Accumulated Amortization	Net 2012	Net 2011
Furniture and Equipment	$ 10,307	$ 7,267	$ 3,040	$ 3,800
Computer Equipment	1,588	1,264	324	463
	$ 11,895	$ 8,531	$ 3,364	$ 4,263

3. OTHER INTANGIBLE ASSETS

	2012	2011
Incorporation Expenses, at cost	$ 685	$ 685

4. CAPITAL STOCK

Authorized capital:
An unlimited number of Class A, B and C preference shares
An unlimited number of common shares

Issued:

	2012	2011
100 common shares	$ 100	$ 100

Notice to Reader on page 1 is an integral part of these statements.

PUCCINI PROJECT MANAGEMENT INC.
(Incorporated under the laws of Ontario)
FINANCIAL STATEMENTS
(Unaudited - See Notice to Reader)
DECEMBER 31, 2012

Contents | **Page**

C.M. Kapur Professional Corporation
Chartered Accountant

NOTICE TO READER

On the basis of information provided by management, I have compiled the balance sheet of Puccini Project Management Inc. as at December 31, 2012 and the statements of retained earnings and income for the year then ended.

I have not performed an audit or a review engagement on these financial statements and, accordingly, I express no assurance thereon.

Readers are cautioned that these statements may not be appropriate for their purposes.

CMKapur

Markham, Ontario
May 16, 2013

C.M. Kapur Professional Corporation
Chartered Accountant
Authorized to practice public accounting by
The Institute of Chartered Accountants of Ontario

2750 14th Avenue, Suite #201 • Markham, ON. L3R 0B6 • Tel: (905) 944-0370 • Fax: (905) 944-0372 • E-mail: cmkapur@rogers.com

PUCCINI PROJECT MANAGEMENT INC.
(Incorporated under the laws of Ontario)
BALANCE SHEET
(Unaudited - See Notice to Reader)
DECEMBER 31, 2012

		2012		2011
ASSETS				
CURRENT				
Cash and Bank	$	15,198	$	28,233
Accounts Receivable		5,000		63,235
Due from Related Parties		4,237,360		2,035,005
Prepaid Expenses and Deposits		151,510		151,510
	$	4,409,068	$	2,277,983
RESIDENTIAL PROPERTIES (Note 2)		19,722,443		22,356,715
PROPERTY, PLANT AND EQUIPMENT (Note 3)		37,509		47,184
OTHER INTANGIBLE ASSETS (Note 4)		721		721
TOTAL	$	24,169,741	$	24,682,603
LIABILITIES				
CURRENT				
Accounts Payable and Accrued Liabilities	$	3,371,663	$	1,571,653
Corporate Income Taxes Payable		40,455		130,355
Due to Related Parties		-		21,577
Loan Payable – Shareholder		29,753		20,000
Notes Payable (Note 5)		250,000		250,000
	$	3,691,871	$	1,993,585
MORTGAGES PAYABLE (Note 6)		16,635,747		18,955,000
JOINT VENTURE INTEREST (Note 7)		3,435,000		3,435,000
SHAREHOLDER'S EQUITY				
CAPITAL STOCK (Note 8)		100		100
RETAINED EARNINGS (Page 3)		407,023		298,918
TOTAL	$	24,169,741	$	24,682,603

APPROVED ON BEHALF OF THE BOARD:

_______________ Director

Notice to Reader on page 1 and Notes to Financial Statements on pages 5 & 6 are integral part of these statements.

PUCCINI PROJECT MANAGEMENT INC.
(Incorporated under the laws of Ontario)
STATEMENT OF RETAINED EARNINGS
(Unaudited - See Notice to Reader)
FOR THE YEAR ENDED DECEMBER 31, 2012

	2012	2011
Balance, beginning of year	$ 298,918	$ 197,519
Net Income for the year (Page 4)	108,105	101,399
Balance, end of year	$ 407,023	$ 298,918

Notice to Reader on page 1 and Notes to Financial Statements on pages 5 & 6 are integral part of these statements.

PUCCINI PROJECT MANAGEMENT INC.
(Incorporated under the laws of Ontario)
STATEMENT OF INCOME
(Unaudited - See Notice to Reader)
FOR THE YEAR ENDED DECEMBER 31, 2012

	2012	2011
SALES	$ 10,575,864	$ 4,009,846
COST OF SALES	$ 10,323,027	$ 3,695,746
GROSS PROFIT	$ 252,837	$ 314,100
OPERATING EXPENSES		
Amortization	$ 9,675	$ 12,222
Bank Charges and Interest	25,359	23,483
Insurance	24,245	22,586
Meals and Entertainment	1,512	5,080
Office and General	16,341	24,193
Professional Fees	15,952	16,226
Rent and Occupancy Cost	9,300	-
Sales and Marketing	18,710	13,007
Telephone	2,714	2,182
Vehicle	824	3,664
	$ 124,632	$ 122,643
NET INCOME before Income Taxes	$ 128,205	$ 191,457
Income Taxes	(20,100)	(90,058)
NET INCOME	$ 108,105	$ 101,399

PUCCINI PROJECT MANAGEMENT INC.
(Incorporated under the laws of Ontario)
NOTES TO FINANCIAL STATEMENTS
(Unaudited - See Notice to Reader)
DECEMBER 31, 2012

1. SIGNIFICANT ACCOUNTING POLICIES

a. **Nature of Business**
The company acquires lots and builds residential properties on them for sale purposes.

b. **Revenue Recognition**
Revenue from all properties is recognized upon the closing of the sale. All customer deposits are treated as liabilities.

c. **Capitalization of Cost**
The company capitalizes all direct costs relating to the acquisition and construction of the properties. In addition, certain indirect costs such as interest and overhead costs that can be clearly identified with the development of the property are also capitalized. These capitalized costs are charged to earnings upon closing.

d. **Property, Plant and Equipment**
Property, plant and equipment are stated at cost. Amortization is based on their estimated useful life using the following methods and rates:

	METHODS	RATES
Furniture and Equipment	Declining balance	20%
Computer Equipment	Declining balance	30%

e. **Other Intangible Assets**
Other intangible assets consist of incorporation expenses, stated at cost. No amortization is provided on incorporation expenses. The intangible assets whether subject to amortization or not, are tested for impairment annually.

2. RESIDENTIAL PROPERTIES

Residential properties recorded at cost consist of properties under construction and completed properties held for sale under "Symphony Series Project."

3. PROPERTY, PLANT AND EQUIPMENT

	Cost	Accumulated Amortization	Net 2012	Net 2011
Furniture and Equipment	$ 70,000	$ 34,160	$ 35,840	$ 44,800
Computer Equipment	4,866	3,197	1,669	2,384
	$ 74,866	$ 37,357	$ 37,509	$ 47,184

PUCCINI PROJECT MANAGEMENT INC.
(Incorporated under the laws of Ontario)
NOTES TO FINANCIAL STATEMENTS
(Unaudited - See Notice to Reader)
DECEMBER 31, 2012

4. OTHER INTANGIBLE ASSETS

	2012	2011
Incorporation Expenses, at cost	$ 721	$ 721

5. NOTES PAYABLE

Notes Payable are due on demand, bear interest at different interest rates and do not have any specific terms of repayments.

6. MORTGAGES PAYABLE

Mortgages payable are secured on residential properties, repayable at different interest rates with different maturing periods.

7. JOINT VENTURE INTEREST

Joint Venture interest represents contributions made by the various joint venture parties for "Symphony Series Project"

8. CAPITAL STOCK

Authorized capital:
An unlimited number of common shares

Issued:

	2012	2011
100 common shares	$ 100	$ 100

THIS IS EXHIBIT "Q" TO

THE AFFIDAVIT OF IMRAN JINNAH

SWORN BEFORE ME THIS 11TH

DAY OF DECEMBER, 2013.

A Commissioner etc.

DRAFT
FOR DISCUSSION PURPOSES ONLY

SILVER STREAMS HOMES (PUCCINI) INC.
(Incorporated under the laws of Ontario)
FINANCIAL STATEMENTS
(Unaudited - See Notice to Reader)
DECEMBER 31, 2010

Contents	**Page**

NOTICE TO READER

On the basis of information provided by management, I have compiled the balance sheet of Silver Streams Homes (Puccini) Inc. as at December 31, 2010 and the statements of retained earnings (deficit) and income (loss) for the year then ended.

I have not performed an audit or a review engagement on these financial statements and, accordingly, I express no assurance thereon.

Readers are cautioned that these statements may not be appropriate for their purposes.

Markham, Ontario
October 10, 2012

C.M. Kapur Professional Corporation
Chartered Accountant
Authorized to practice public accounting by
The Institute of Chartered Accountants of Ontario

SILVER STREAMS HOMES (PUCCINI) INC.
(Incorporated under the laws of Ontario)
BALANCE SHEET
(Unaudited - See Notice to Reader)
DECEMBER 31, 2010

	2010	2009
ASSETS		
CURRENT		
Cash and Bank	$ 8,195	$ 8,380
GST Receivable	34,625	-
Work In Progress	719,433	-
Due from Related Party	768,698	101,000
TOTAL	$ 1,530,951	$ 109,380
LIABILITIES		
CURRENT		
Accounts Payable and Accrued Liabilities	$ 1,532,829	$ -
Customer Deposits (Note 1)	-	109,300
SHAREHOLDERS' EQUITY		
CAPITAL STOCK (Note 2)	100	100
RETAINED EARNINGS (DEFICIT) (Page 3)	(1,978)	(20)
TOTAL	$ 1,530,951	$ 109,380

APPROVED ON BEHALF OF THE BOARD:

______________________________ Director

DRAFT
FOR DISCUSSION PURPOSES ONLY

SILVER STREAMS HOMES (PUCCINI) INC.
(Incorporated under the laws of Ontario)
STATEMENT OF RETAINED EARNINGS (DEFICIT)
(Unaudited - See Notice to Reader)
FOR THE YEAR ENDED DECEMBER 31, 2010

		2010		2009
Balance, beginning of year	$	(20)	$	-
Net Income (Loss) for the year (Page 4)		(1,958)		(20)
Balance, end of year	$	(1,978)	$	(20)

DRAFT
FOR DISCUSSION PURPOSES ONLY

SILVER STREAMS HOMES (PUCCINI) INC.
(Incorporated under the laws of Ontario)
STATEMENT OF INCOME (LOSS)
(Unaudited - See Notice to Reader)
FOR THE YEAR ENDED DECEMBER 31, 2010

		2010		2009
REVENUE	$	3,581,760	$	-
COST OF SALES				
Work In Progress, beginning of year	$	-	$	-
Add: Purchases and Direct Costs		4,293,743		-
Less: Work In Progress, end of year		(719,433)		-
	$	3,574,310	$	-
GROSS MARGIN	$	7,450	$	-
OTHER INCOME		291		-
	$	7,741	$	-
OPERATING EXPENSES				
Bank Charges	$	4,065	$	20
Office Supplies		64		-
Professional Fees		5,570		-
	$	9,699	$	20
NET INCOME (LOSS)	$	(1,958)	$	(20)

DRAFT
FOR DISCUSSION PURPOSES ONLY

SILVER STREAMS HOMES (PUCCINI) INC.
(Incorporated under the laws of Ontario)
NOTES TO FINANCIAL STATEMENTS
(Unaudited - See Notice to Reader)
DECEMBER 31, 2010

1. CUSTOMER DEPOSITS

They represent deposits received from the customers for the future sale of residential properties in trust for Puccini Joint Venture.

2. CAPITAL STOCK

Authorized:
Unlimited number of Class A preference shares without par value
Unlimited number of Class B preference shares without par value
Unlimited number of Class C preference shares without par value
Unlimited number of Common shares without par value

Issued:

	2010	2009
100 Common Shares	$ 100	$ 100

3. INCOME TAX LOSSES

The company has losses, which are carried forward for income tax purposes. The details of the losses are as follows:

Expiring on	Amount
December 31, 2029	$ 20
December 31, 2030	1,958
	$ 1,978

THIS IS EXHIBIT "R" TO

THE AFFIDAVIT OF IMRAN JINNAH

SWORN BEFORE ME THIS 11TH

DAY OF DECEMBER, 2013.

A Commissioner etc.

DRAFT

2147681 ONTARIO INC.
(Incorporated under the laws of Ontario)
FINANCIAL STATEMENTS
(Unaudited - See Notice to Reader)
DECEMBER 31, 2011

Contents **Page**

NOTICE TO READER

On the basis of information provided by management, I have compiled the balance sheet of 2147681 Ontario Inc. as at December 31, 2011 and the statements of retained earnings and income for the year then ended.

I have not performed an audit or a review engagement on these financial statements and, accordingly, I express no assurance thereon.

Readers are cautioned that these statements may not be appropriate for their purposes.

Markham, Ontario
October 22, 2012

C.M. Kapur Professional Corporation
Chartered Accountant
Authorized to practice public accounting by
The Institute of Chartered Accountants of Ontario

2147681 ONTARIO INC.
(Incorporated under the laws of Ontario)
BALANCE SHEET
(Unaudited - See Notice to Reader)
DECEMBER 31, 2011

		2011	2010
ASSETS			
CURRENT			
Cash and Bank		$ 432	$ 504
Due from Related Parties		500,000	500,000
	TOTAL	$ 500,432	$ 500,504
LIABILITIES			
CURRENT			
Due to Related Parties		$ 500,332	$ 500,404
		$ 500,332	$ 500,404
SHAREHOLDER'S EQUITY			
CAPITAL STOCK (Note 2)		100	100
RETAINED EARNINGS (Page 3)		-	-
	TOTAL	$ 500,432	$ 500,504

APPROVED ON BEHALF OF THE BOARD:

______________________________ Director

2147681 ONTARIO INC.
(Incorporated under the laws of Ontario)
STATEMENT OF RETAINED EARNINGS
(Unaudited - See Notice to Reader)
FOR THE YEAR ENDED DECEMBER 31, 2011

	2011	2010
Balance, beginning of year	$ -	$ -
Net Income for the year (Page 4)	-	-
Balance, end of year	$ -	$ -

2147681 ONTARIO INC.
(Incorporated under the laws of Ontario)
STATEMENT OF INCOME
(Unaudited - See Notice to Reader)
FOR THE YEAR ENDED DECEMBER 31, 2011

	2011	2010
REVENUE	$ -	$ -
EXPENSES	-	-
NET INCOME	$ -	$ -

2147681 ONTARIO INC.
(Incorporated under the laws of Ontario)
NOTES TO FINANCIAL STATEMENTS
(Unaudited - See Notice to Reader)
DECEMBER 31, 2011

1. SIGNIFICANT ACCOUNTING POLICIES

Nature of Business
The company was incorporated under the laws of Ontario on September 10, 2007. It is engaged in the project management and general contracting.

2. CAPITAL STOCK

Authorized capital:
An unlimited number of Class A, B and C preference shares
An unlimited number of common shares

Issued:

	2011	2010
100 common shares	$ 100	$ 100

DRAFT

2147650 ONTARIO INC.
(Incorporated under the laws of Ontario)
FINANCIAL STATEMENTS
(Unaudited - See Notice to Reader)
DECEMBER 31, 2011

Contents	**Page**

NOTICE TO READER

On the basis of information provided by management, I have compiled the balance sheet of 2147650 Ontario Inc. as at December 31, 2011 and the statements of retained earnings and income for the year then ended.

I have not performed an audit or a review engagement on these financial statements and, accordingly, I express no assurance thereon.

Readers are cautioned that these statements may not be appropriate for their purposes.

Markham, Ontario
October 22, 2012

C.M. Kapur Professional Corporation
Chartered Accountant
Authorized to practice public accounting by
The Institute of Chartered Accountants of Ontario

DRAFT

2147650 ONTARIO INC.
(Incorporated under the laws of Ontario)
BALANCE SHEET
(Unaudited - See Notice to Reader)
DECEMBER 31, 2011

		2011	2010
ASSETS			
CURRENT			
Cash and Bank		$ 2,416	$ 2,488
	TOTAL	$ 2,416	$ 2,488
LIABILITIES			
CURRENT			
Due to Related Parties		$ 2,316	$ 2,388
		$ 2,316	$ 2,388
SHAREHOLDER'S EQUITY			
CAPITAL STOCK (Note 2)		100	100
RETAINED EARNINGS (Page 3)		-	-
	TOTAL	$ 2,416	$ 2,488

APPROVED ON BEHALF OF THE BOARD:

________________________________Director

2147650 ONTARIO INC.
(Incorporated under the laws of Ontario)
STATEMENT OF RETAINED EARNINGS
(Unaudited - See Notice to Reader)
FOR THE YEAR ENDED DECEMBER 31, 2011

	2011	2010
Balance, beginning of year	$ -	$ -
Net Income for the year (Page 4)	-	-
Balance, end of year	$ -	$ -

2147650 ONTARIO INC.
(Incorporated under the laws of Ontario)
STATEMENT OF INCOME
(Unaudited - See Notice to Reader)
FOR THE YEAR ENDED DECEMBER 31, 2011

	2011	2010
REVENUE	$ -	$ -
EXPENSES	-	-
NET INCOME	$ -	$ -

2147650 ONTARIO INC.
(Incorporated under the laws of Ontario)
NOTES TO FINANCIAL STATEMENTS
(Unaudited - See Notice to Reader)
DECEMBER 31, 2011

1. SIGNIFICANT ACCOUNTING POLICIES

Nature of Business
The company was incorporated under the laws of Ontario on September 10, 2007. It is engaged in the project management and general contracting.

2. CAPITAL STOCK

Authorized capital:
An unlimited number of Class A, B and C preference shares
An unlimited number of common shares

Issued:

	2011	2010
100 common shares	$ 100	$ 100

DRAFT

2148990 ONTARIO INC.
(Incorporated under the laws of Ontario)
FINANCIAL STATEMENTS
(Unaudited - See Notice to Reader)
DECEMBER 31, 2011

Contents **Page**

NOTICE TO READER

On the basis of information provided by management, I have compiled the balance sheet of 2148990 Ontario Inc. as at December 31, 2011 and the statements of retained earnings and income for the year then ended.

I have not performed an audit or a review engagement on these financial statements and, accordingly, I express no assurance thereon.

Readers are cautioned that these statements may not be appropriate for their purposes.

Markham, Ontario
October 22, 2012

C.M. Kapur Professional Corporation
Chartered Accountant
Authorized to practice public accounting by
The Institute of Chartered Accountants of Ontario

2148990 ONTARIO INC.
(Incorporated under the laws of Ontario)
BALANCE SHEET
(Unaudited - See Notice to Reader)
DECEMBER 31, 2011

		2011		2010
ASSETS				
CURRENT				
Cash and Bank	$	7	$	79
Due from Related Parties		32,793		32,721
TOTAL	$	32,800	$	32,800
LIABILITIES				
CURRENT				
Due to Related Parties	$	32,700	$	32,700
	$	32,700	$	32,700
SHAREHOLDER'S EQUITY				
CAPITAL STOCK (Note 2)		100		100
RETAINED EARNINGS (Page 3)		-		-
TOTAL	$	32,800	$	32,800

APPROVED ON BEHALF OF THE BOARD:

________________________________ Director

2148990 ONTARIO INC.
(Incorporated under the laws of Ontario)
STATEMENT OF RETAINED EARNINGS
(Unaudited - See Notice to Reader)
FOR THE YEAR ENDED DECEMBER 31, 2011

	2011	2010
Balance, beginning of year	$ -	$ -
Net Income for the year (Page 4)	-	-
Balance, end of year	$ -	$ -

Notice to Reader on page 1 and Notes to Financial Statements on page 5 are integral part of these statements.

2148990 ONTARIO INC.
(Incorporated under the laws of Ontario)
STATEMENT OF INCOME
(Unaudited - See Notice to Reader)
FOR THE YEAR ENDED DECEMBER 31, 2011

	2011	2010
REVENUE	$ -	$ -
EXPENSES	-	-
NET INCOME	$ -	$ -

DRAFT

2148990 ONTARIO INC.
(Incorporated under the laws of Ontario)
NOTES TO FINANCIAL STATEMENTS
(Unaudited - See Notice to Reader)
DECEMBER 31, 2011

1. SIGNIFICANT ACCOUNTING POLICIES

Nature of Business
The company was incorporated under the laws of Ontario on September 21, 2007. It is engaged in the project management and general contracting.

2. CAPITAL STOCK

Authorized capital:
An unlimited number of Class A, B and C preference shares
An unlimited number of common shares

Issued:

	2011	2010
100 common shares	$ 100	$ 100

2148993 ONTARIO INC.
(Incorporated under the laws of Ontario)
FINANCIAL STATEMENTS
(Unaudited - See Notice to Reader)
DECEMBER 31, 2011

Contents **Page**

NOTICE TO READER

On the basis of information provided by management, I have compiled the balance sheet of 2148993 Ontario Inc. as at December 31, 2011 and the statements of retained earnings and income for the year then ended.

I have not performed an audit or a review engagement on these financial statements and, accordingly, I express no assurance thereon.

Readers are cautioned that these statements may not be appropriate for their purposes.

Markham, Ontario
October 22, 2012

C.M. Kapur Professional Corporation
Chartered Accountant
Authorized to practice public accounting by
The Institute of Chartered Accountants of Ontario

2148993 ONTARIO INC.
(Incorporated under the laws of Ontario)
BALANCE SHEET
(Unaudited - See Notice to Reader)
DECEMBER 31, 2011

			2011		2010
	ASSETS				
CURRENT					
Cash and Bank		$	100	$	100
Due from Related Parties			3,086		8,004
	TOTAL	$	3,186	$	8,104
	LIABILITIES				
CURRENT					
Bank Indebtedness		$	3,086	$	8,004
		$	3,086	$	8,004
	SHAREHOLDER'S EQUITY				
CAPITAL STOCK (Note 2)			100		100
RETAINED EARNINGS (Page 3)			-		-
	TOTAL	$	3,186	$	8,104

APPROVED ON BEHALF OF THE BOARD:

_______________________________ Director

2148993 ONTARIO INC.
(Incorporated under the laws of Ontario)
STATEMENT OF RETAINED EARNINGS
(Unaudited - See Notice to Reader)
FOR THE YEAR ENDED DECEMBER 31, 2011

	2011	2010
Balance, beginning of year	$ -	$ -
Net Income for the year (Page 4)	-	-
Balance, end of year	$ -	$ -

2148993 ONTARIO INC.
(Incorporated under the laws of Ontario)
STATEMENT OF INCOME
(Unaudited - See Notice to Reader)
FOR THE YEAR ENDED DECEMBER 31, 2011

	2011	2010
REVENUE	$ -	$ -
EXPENSES	-	-
NET INCOME	$ -	$ -

2148993 ONTARIO INC.
(Incorporated under the laws of Ontario)
NOTES TO FINANCIAL STATEMENTS
(Unaudited - See Notice to Reader)
DECEMBER 31, 2011

1. SIGNIFICANT ACCOUNTING POLICIES

Nature of Business

The company was incorporated under the laws of Ontario on September 21, 2007. It is engaged in the project management and general contracting.

2. CAPITAL STOCK

Authorized capital:

An unlimited number of Class A, B and C preference shares
An unlimited number of common shares

Issued:

	2011	2010
100 common shares	$ 100	$ 100

THIS IS EXHIBIT "S" TO

THE AFFIDAVIT OF IMRAN JINNAH

SWORN BEFORE ME THIS 11TH

DAY OF DECEMBER, 2013.

A Commissioner etc.

TLO TAHERI LAW OFFICE

KNOWLEDGE . INTEGRITY . EXCELLENCE

FAX TRANSMITTAL

Number of pages including cover sheet:	
To:	**Jack Greenberg**
	Barrister and Solicitor
Fax:	416-485-3246
Telephone:	416-485-8833
Date:	November 26, 2013

From:
Djawid A. Taheri, B.A., M.A., LL.B., J.D.
Barrister. Solicitor. Notary Public
5255 Yonge Street, Suite 803
Toronto, Ontario M2N 6P4
Direct Line: (416) 369-0706
Fax: (416) 369-0717

Re: **Jalil Khan Ahmd p/f Silver Streams Homes (Puccini) Inc.**
Municipal Address: **70 Puccini Drive, Richmond Hill**
Legal Description: **Lot 22, Plan 65M4331**
Our File No.: **4191/13**

URGENT!

As you are aware, due to the vendor's inability to complete the above-captioned transaction, our client remains homeless and is forced to live at a hotel. Despite the significant inconvenience this accommodation has caused to the purchaser and his wife and children thus far, the vendor still remains unable to set a firm closing date for this transaction.

We have been advised by our client that thus far his hotel bill alone has reached over $8,500. However, given the vendor's undertaking and promise to our client that any and all such expenses would be covered by the vendor, the purchaser still continues to remain at the hotel, while awaiting the final completion of his transaction.

Kindly provide our office with an update on the status of the transaction and confirmation that the vendor continues to honour its undertaking to cover the purchaser's future costs associated with hotel accommodation. Although there is no question that the vendor remains obligated for reimbursing the purchaser for any such accommodation costs, still the within letter is being forwarded as per the purchaser's request for further assurance on the matter.

Your immediate response to this matter is greatly appreciated.

Sincerely,

Re faxed Dec 4/13

TAHERI LAW OFFICE

Djawid Taheri

THIS IS EXHIBIT "T" TO

THE AFFIDAVIT OF IMRAN JINNAH

SWORN BEFORE ME THIS 11TH

DAY OF DECEMBER, 2013.

A Commissioner etc.

III TARION
PROTECTING ONTARIO'S NEW HOME BUYERS

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

November 19, 2013
By mail

Private and Confidential

PRIVATE &
CONFIDENTIAL

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

Dear Imran Jinnah:

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

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

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

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

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

Yours sincerely,

Carmel V. Valencia, CMA
Underwriting Analyst
Licensing and Underwriting

TARION
PROTECTING ONTARIO'S NEW HOME BUYERS

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

November 25, 2013
By mail

Private and Confidential

PRIVATE & CONFIDENTIAL

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

Dear Imran Jinnah:

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

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

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

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

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

Yours sincerely,

Carmel V. Valencia, CMA
Underwriting Analyst
Licensing and Underwriting

TARION
PROTECTING ONTARIO'S NEW HOME BUYERS

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

November 25, 2013
By mail

Private and Confidential

PRIVATE & CONFIDENTIAL

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

Dear Imran Jinnah:

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

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

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

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

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

Yours sincerely,

Carmel V. Valencia, CMA
Underwriting Analyst
Licensing and Underwriting

THIS IS EXHIBIT "U" TO

THE AFFIDAVIT OF IMRAN JINNAH

SWORN BEFORE ME THIS 11TH

DAY OF DECEMBER, 2013.

A Commissioner etc.

Silver Streams Homes Puccini Inc. et. al.
Projected Statement of Cash Flow
For the 13-week period ending March 14, 2014
(Unaudited, $C)

		2013		2014											
		20-Dec	27-Dec	3-Jan	10-Jan	17-Jan	24-Jan	31-Jan	7-Feb	14-Feb	21-Feb	28-Feb	7-Mar	14-Mar	**Total**
Receipts															
Lot #22															
Gross closing proceeds, net of deposit collected	1	-	-	-	827,257	-	-	-	-	-	-	-	-	-	827,257
Commission payable (2.5% of gross purchase price)	1	-	-	-	(24,500)	-	-	-	-	-	-	-	-	-	(24,500)
Lot #25															
Gross closing proceeds, net of deposit collected	1	-	-	-	-	-	-	918,257	-	-	-	-	-	-	918,257
Commission payable (3.5% of gross purchase price)	1	-	-	-	-	-	-	(39,086)	-	-	-	-	-	-	(39,086)
General															
Interim financing facility (i.e. DIP loan)	2	425,000	-	-	-	-	-	-	-	-	-	-	-	-	425,000
HST rebates		-	-	-	-	-	-	-	-	-	-	-	-	48,000	48,000
HST collected	1	-	-	-	112,743	-	-	128,473	-	-	-	-	-	-	241,217
Total receipts		425,000	-	-	915,500	-	-	1,007,644	-	-	-	-	-	48,000	2,396,144
Disbursements															
Lot #22															
Interior finishing cost	3	19,800	12,952	-	-	-	-	-	-	-	-	-	-	-	32,752
Exterior finishing cost	3	5,500	5,700	-	-	-	-	-	-	-	-	-	-	-	11,200
HST (13%)		3,289	2,425	-	-	-	-	-	-	-	-	-	-	-	5,714
Lot #25															
Interior finishing cost	3	13,750	10,807	21,332	1,000	-	-	-	-	-	-	-	-	-	46,889
Exterior finishing cost	3	3,500	5,500	-	5,500	-	-	-	-	-	-	-	-	-	14,500
HST (13%)		2,243	2,120	2,773	845	-	-	-	-	-	-	-	-	-	7,981
Lot #23															
Interior finishing cost	3	-	-	-	-	5,494	24,826	28,020	12,020	9,950	19,764	4,300	1,400	-	105,774
Exterior finishing cost	3	-	-	-	-	10,556	-	-	-	-	-	-	5,500	-	16,056
HST (13%)		-	-	-	-	2,086	3,227	3,643	1,563	1,294	2,569	559	897	-	15,838
Lot #24															
Interior finishing cost	3	-	-	-	-	5,494	24,826	28,020	12,020	9,950	19,764	4,300	1,400	-	105,774
Exterior finishing cost	3	-	-	-	-	10,556	-	-	-	-	-	-	5,500	-	16,056
HST (13%)		-	-	-	-	2,086	3,227	3,643	1,563	1,294	2,569	559	897	-	15,838
Lot #20															
Interior finishing cost	3	-	-	-	-	17,238	6,631	19,509	1,000	-	-	-	-	-	44,377
Exterior finishing cost	3	-	-	-	-	-	-	-	5,500	-	-	-	-	-	5,500
HST (13%)		-	-	-	-	2,241	862	2,536	845	-	-	-	-	-	6,484
Lot #19															
Interior finishing cost	3	-	-	-	-	5,500	700	-	-	-	-	-	-	-	6,200
Exterior finishing cost	3	-	-	-	-	-	5,500	-	-	-	-	-	-	-	5,500
HST (13%)		-	-	-	-	715	806	-	-	-	-	-	-	-	1,521
Lot #1															
Interior finishing cost	3	-	-	-	-	27,038	17,700	2,800	-	-	-	-	-	-	47,538
Exterior finishing cost	3	-	-	-	-	5,450	1,200	3,600	-	-	-	-	-	-	10,250
HST (13%)		-	-	-	-	4,223	2,457	832	-	-	-	-	-	-	7,512
General (inclusive of HST)															
Management fees	4	40,320	-	-	-	32,410	-	-	-	32,410	-	-	-	32,410	137,550
Property taxes		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Insurance		6,000	-	-	-	2,746	-	-	-	2,746	-	-	-	2,746	14,239
Office expenses		4,000	-	-	-	4,000	-	-	-	4,000	-	-	-	4,000	16,000
Automotive expenses		7,000	-	-	-	7,000	-	-	-	7,000	-	-	-	7,000	28,000
Post-closing service costs re: Lot 17		8,475	-	-	-	-	-	-	-	-	-	-	-	-	8,475
Tarion warranty - service and materials	5	24,360	6,090	6,090	6,090	6,090	6,090	6,090	6,090	6,090	6,090	6,090	6,090	6,090	97,440
Interest/loan payments	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-
HST remittance/(refund)		-	-	-	-	-	-	-	-	-	-	-	-	35,373	35,373
Contingency (15% of construction costs)		7,212	5,926	3,616	1,102	14,801	13,794	13,890	5,177	3,373	6,700	1,458	2,339	-	79,388
Repayment of the interim financing facility	2	-	-	-	-	428,912	-	-	-	-	-	-	-	-	428,912
Professional fees	7	175,000	-	-	75,000	-	-	75,000	-	-	75,000	-	-	50,000	450,000
Total disbursements		320,449	51,519	33,811	89,537	594,637	111,847	187,583	45,777	78,107	132,457	17,266	24,023	137,619	1,824,630
Net cash inflow (outflow)		104,551	(51,519)	(33,811)	825,963	(594,637)	(111,847)	820,062	(45,777)	(78,107)	(132,457)	(17,266)	(24,023)	(89,619)	571,514
Bank account - opening balance		-	104,551	53,032	19,221	845,185	250,548	138,701	958,762	912,985	834,879	702,422	685,156	661,133	-
Bank account - closing balance		104,551	53,032	19,221	845,185	250,548	138,701	958,762	912,985	834,879	702,422	685,156	661,133	571,514	571,514

Silver Streams Homes Puccini Inc. et. al.
Projected Statement of Cash Flow
For the 13-week period ending March 14, 2014
(Unaudited, $C)

Hypothetical Assumptions:

1. Lots 22 and 25 are subject to sale agreements with third parties. These homes are projected to be substantially completed by the end of December, 2013 and mid-January, 2014, respectively. The sale closings are anticipated to take place in January 2014. It is assumed that proceeds of realization in these proceedings would be held by the Monitor pending further order of the Court regarding creditor priority; however, the interim financing facility is assumed to be repaid from the proceeds of the closing of the sale of Lots 22 and/or 25, as are the cost of construction for the remaining homes and the outstanding costs of the CCAA proceedings.

2. The interim financing facility is subject to a term sheet that is attached to the Affidavit of Imran Jinnah filed with the Applicants' motion record. The loan attracts interest at 12% per year. The lender is also affiliated with one of the Applicants' private mortgage lenders. The loan is anticipated to be repaid from the proceeds of sale of Lots 22 and/or 25.

3. Represents the estimated costs to complete the homes currently under construction.

4. Represents amounts payable to various parties, including the management team responsible for all construction and sales activities of the Applicants. Parties receiving payments include the Applicants' principals as well as third party vendors/service providers.

5. Represents post-closing servicing costs as required by the Tarion new home warranty program. Includes three weeks of arrears in the week ending December 20, 2013.

6. Interest and loan payments are not projected to be paid during the CCAA proceedings.

7. Represents the fees and costs of the Applicants' counsel, the Monitor and the Monitor's independent counsel.

Probable Assumptions:

1. The sale of homes other than those located on lots 22 and 25 are assumed to close after March 14, 2014.

Grant Thornton

December 10, 2013

Grant Thornton Limited
Royal Bank Plaza
19th Floor, South Tower
200 Bay Street, Box 55
Toronto, ON
M5J 2P9

T (416) 366-0100
F (416) 360-4949
www.GrantThornton.ca

VIA EMAIL (imranjinnah@hotmail.com)

Silver Streams Homes (Puccini) Inc. et. al.
103 Naughton Drive
Richmond Hill, Ontario
L4C 8B3

Attention: Mr. Imran Jinnah

Re: CCAA RESTRUCTURING OF SILVER STREAMS HOMES INC., SILVER STREAMS HOMES (PUCCINI) INC., 2148993 ONTARIO INC., 2148990 ONTARIO INC., 2147681 ONTARIO INC. AND 2147650 ONTARIO INC. (collectively, "Silver Streams" or the "Companies")

This letter has been prepared in support of Grant Thornton Limited's duties as the proposed monitor ("Monitor") in the Companies' CCAA restructuring proceedings. As Monitor, we have a duty to review the thirteen (13) week projected cash flow of the Companies and prepare a monitoring protocol which sets out the parameters that would result in any material adverse change. In addition, the proposed restructuring will require interim financing and the resiliation or disclaimer of certain agreements that may exist between Silver Streams and suppliers and other parties. The following will discuss the Companies' responsibilities as they relate to the above.

PROJECTED CASH FLOW AND CASH FLOW STATEMENT

As you are aware, the Companies must file a projected cash flow statement as part of their application to Court for an Order under the CCAA. While the Monitor may assist in the preparation of the projected cash flows, the Companies are responsible for the contents of the cash flow as well as the assumptions on which the cash flow is based.

MONITORING PROTOCOL AND MATERIAL ADVERSE CHANGE

The Monitor will work with the management of the Companies to set out a plan to allow for the weekly monitoring of operations and cash flows in order to compare the actual operations with the projected cash flows of Silver Streams. The plan will include the receipt of the following documents on a weekly basis:

- Bank account detail for all active operating accounts;
- Updated report on accounts receivables, if any;
- List(s) of outstanding cheques;

- Copies of future purchase orders and documentation related to the Companies' post-CCAA obligations to suppliers and others;
- Details of any equipment or assets moved or sold; and,
- Other records as required by the Monitor.

In reviewing the weekly operations, the Monitor has a statutory obligation to report to the creditors and to the Court of any material adverse change, which can be defined as any change that:

- Has a significant adverse effect on the actual operations compared with the projected cash flows as submitted to Court;
- Impairs the Companies' ability to carry on its operations; and
- Significantly prejudices the rights or interests of one or more classes of creditors.

In determining what constitutes a material adverse change with respect to the weekly cash flow of the Companies, the Monitor believes that any decrease in cash receipts or increase in disbursements over and above an amount that is equal to 25% of the weekly projected cash flows would likely represent a material adverse change.

Please note that Silver Streams has an obligation to report any event which may constitute a material adverse change to the Monitor as soon as possible and that it is the Monitor's sole decision as to whether or not such an event constitutes as a material adverse change.

INTERIM FINANCING

It is the Monitors' understanding that Silver Streams will require interim financing as a part of its CCAA proceedings and that Silver Streams has made the necessary arrangements for interim financing to be made available to it.

The Monitor may assist Silver Streams in making interim financing arrangements, in this case, the Monitor has a duty to report to the Court and provide details with respect to the nature and extent of the Monitor's role in securing the interim financing, if any.

Please be advised that it is the Companies' responsibility to identify and arrange for interim financing as well as the terms and conditions of any agreement entered into by the Companies' with an interim financing lender.

To date, we have had no involvement in the negotiating and securing of interim financing.

RESILIATION AND DISCLAIMER OF AGREEMENTS

The Monitor may assist the Companies in reviewing the agreements to which the Companies are a party for the purpose of determining which agreements, if any, are to be disclaimed or resiliated as a part of the proceedings under the CCAA.

The Monitor may assist the Companies in negotiating the terms and conditions of the disclaimer or resiliation of an agreement with the counterparty to such agreement.

Please be advised that it is the responsibility of the Companies to disclaim or resiliate an Agreement (using the prescribed form of notice of disclaimer) and to provide the appropriate supporting documentation to the Court for its consideration in determining whether to make an order disclaiming or resiliating an agreement.

Please note that the Court may make an Order disclaiming or resiliating an agreement whereby the Monitor does not approve of the disclaiming or resiliating of the agreement, however the Court will consider whether the resiliation or disclaimer has been approved by the Monitor.

Please be advised that any information given to the Monitor may be disclosed to the Court and the creditors.

If you have any questions or comments in regards to the above please contact the undersigned at (416) 360-5055 or Daniel Sobel at (416) 369-7033.

Yours truly,

GRANT THORNTON LIMITED

Per:

Jonathan Krieger, CPA, CA, CIRP
Senior Vice-President

Please sign below to indicate your receipt and understanding of the above.

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

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 December 9, 2013 (the "**Cash Flow Statement**") consisting of a 13 week cash flow for the period December 16, 2013 to March 14, 2014. 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: December 10, 2013

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

THIS IS EXHIBIT "V" TO

THE AFFIDAVIT OF IMRAN JINNAH

SWORN BEFORE ME THIS 11TH

DAY OF DECEMBER, 2013.

A Commissioner etc.

Term Sheet

We understand that the Borrowers (as hereinafter defined) intend to seek protection under the *Companies' Creditors Arrangement Act* (the **"CCAA"**) pursuant to an order (the **"Initial Order"**) to be obtained from the Ontario Superior Court of Justice (Commercial List) (the **"Court"**) (the **"CCAA Proceedings"**).

In connection with the CCAA Proceedings, Sandall Investments Limited (the **"Lender"**) wishes to provide the Borrowers with this term sheet (the **"Term Sheet"**) which sets out the terms and conditions upon which the Lender is willing to provide the Borrowers with the Facility (as hereinafter defined).

Borrowers	Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148993 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario Inc. and 2147650 Ontario Inc. (collectively, the **"Borrowers"** and each a "**Borrower**").
Lender	Sandall Investments Limited
Facility Type	Revolving Short Term Credit Facility (the "**Facility**").
Amount	Maximum principal amount of $1,000,000.
Interest Rate	12% per annum, calculated monthly, not in advance. Interest calculated as aforesaid shall be payable (i) monthly, on the last business day (in Toronto) of each month until the full amount outstanding hereunder on account of the Facility has been paid in full, (ii) in accordance with the "Repayment" section below and (iii) upon Maturity (as hereinafter defined). The first monthly payment of interest hereunder shall be payable on the last business day of the month immediately following the month in which the initial advance of the Facility occurs, computed from the date of such advance.
Purpose	To provide the Borrowers with working capital for the completion of the construction and sale of ten (10) remaining residential homes in Phases II and III of the "Puccini Project" located in Richmond Hill, Ontario (each such residential home is hereinafter referred to as a **"Unit"**), finance cost of required Tarion warranty work on homes in the Puccini Project, and to fund the costs of the CCAA Proceedings.
Term	The Facility matures and is repayable on the earlier of ("**Maturity**"): (a) the first anniversary of the initial advance of the Facility or such later date as the Lender may agree in writing; (b) the completion of the sale and transfer of all Units; (c) the date on which the Initial Order expires without being extended or on which the CCAA Proceedings are terminated or dismissed; and

(d) the occurrence of an Event of Default (as defined below)).

All amounts outstanding or payable hereunder (including the principal amount outstanding hereunder, all unpaid accrued interest under the Facility and all fees and other amounts required to be paid by the Borrowers under the Facility) shall be due and payable in full on Maturity.

Availability

The Lender shall advance to the Monitor's account at Royal Bank of Canada an initial amount of $425,000 within one (1) business day following Court approval of this DIP Term Sheet and the granting of the DIP Charge with the priority contemplated herein. Provided that an Event of Default (as defined below) has not occurred and is not continuing and demand for payment has not been made, further advances under the Facility shall be available by multiple advances each in the minimum amount of $50,000 and on three (3) business days prior written notice to the Lender and shall be wire transferred to the Monitor's account. Each such notice shall be supported by a budget of expenses reviewed and approved by the Monitor (as defined below).

Security

All debts, liabilities, and obligations of the Borrowers under the Facility shall be secured by a first-ranking super-priority charge pursuant to the Initial Order over all of the present and future real and personal, tangible and intangible property and assets of the Borrowers, including the real property legally described in Schedule "A" hereto, in favour of the Lender in priority to all assignments, security interests, trusts, liens, mortgages, charges and encumbrances whatsoever, statutory or otherwise including, without limitation, all present and future construction liens whether or not perfected or preserved.

Repayment

The net proceeds of the sale of each Unit (the "**Closing Proceeds**") shall be paid and applied as follows: (i) firstly, towards outstanding Permitted Fees and Expenses (as defined below), (ii) secondly, towards outstanding interest and costs payable hereunder, and (iv) thirdly, towards outstanding principal hereunder.

Prepayment of Facility:

The Facility can be permanently repaid in whole or in part at any time, without notice or penalty.

Permitted Fees and Expenses:

"Permitted Fees and Expenses" means, collectively:

(a) all reasonable and documented fees and expenses of counsel for the Borrowers in connection with the Facility and the CCAA Proceedings (whether incurred prior to or during the pendency of the CCAA Proceedings); and

(b) all reasonable and documented fees and expenses incurred by Grant Thorton Limited (including the fees and expenses of its counsel), in its capacity as "Monitor" under the CCAA

Proceedings (whether incurred prior to or during the pendency of the CCAA Proceedings) (the **"Monitor"**).

Default

The following events shall constitute events of default (each, an "**Event of Default**"):

(a) if the Borrowers fail to pay to the Lender when due any amount of principal, interest or other amounts under the Facility, this Term Sheet or otherwise, whether by acceleration or otherwise;

(b) if any Borrower defaults, in the observance or performance of any other non-financial term, covenant or condition in this Term Sheet or any other agreement between the Lender and any Borrower, and such default is not cured within five (5) business days of receiving notice thereof from the Lender;

(c) if the Lender determines, in its sole discretion, that a material adverse change has occurred after the date hereof in respect of the business, affairs or financial condition of the Borrowers or the "Puccini Project";

(d) if (i) the Initial Order is varied without the consent of the Lender or any other order is made which is or may be prejudicial to the Lender's interests, acting reasonably; (ii) the Initial Order is appealed or leave to appeal is granted; or (iii) the stay of proceedings contained in the Initial Order is terminated or lifted;

(e) if a receiver is appointed over any property of any Borrower or any judgment or order or process of any court becomes enforceable against any Borrower or any property of any Borrower or any creditor takes possession of any property of any Borrower;

(f) if any Borrower ceases to carry on business or fails to proceed with the completion of the Units in a reasonable and diligent manner;

(g) if any Borrower become a bankrupt under the bankruptcy laws of Canada; or

(h) if the Lender and the Borrowers do not agree on (i) the terms under which any Unit is to be listed for sale or (ii) whether an offer to purchase any Unit is to be accepted.

Remedies

Upon the occurrence of an Event of Default, which is continuing:

(a) the Lender may immediately terminate the Facility; and

(b) all amounts outstanding under the Facility and this Term Sheet shall, at the option of the Lender, immediately become due and payable; and

(c) upon seeking an Order of the Court on five (5) days prior notice, enforce, without further notice, demand or delay, all of its rights and remedies against the "Puccini Project", the Borrowers and their property, assets and undertaking including, without limitation, by way of appointment of a receiver.

Conditions Precedent	The advance of the Facility is conditional upon the Borrowers obtaining the Initial Order on terms acceptable to the Lender, including an order (i) authorizing the Borrowers to enter into and perform their obligations under this Term Sheet, (ii) granting the Lender a first-ranking super-priority charge over all of the present and future real and personal, tangible and intangible property and assets of the Borrowers, including the real property legally described in Schedule "A" hereto and (iii) authorizing and directing the Monitor to control the Borrowers' receipts and disbursements.
Fees and Expenses	The Borrowers shall be responsible for all costs, fees and expenses incurred by the Lender in connection with the negotiation, preparation and administration of this Term Sheet and the enforcement of the Security including, without limitation, all court attendances in connection therewith. All such fees and expenses shall be added to the Facility and secured by the Security.
Governing Law	Province of Ontario.
Counterparts	This Term Sheet may be executed and delivered by the parties in separate counterparts, each of such counterparts when so executed and delivered shall be deemed to be an original and such counterparts together shall constitute one and the same instrument. Delivery of an executed copy of this Term Sheet or any counterpart to any party may be by facsimile or email PDF format.

The offer of financing constituted by this Term Sheet is open for acceptance by the execution by the Borrower and return of a duplicate copy by 5:00pm on December 11, 2013, after which date this offer will expire and this Term Sheet shall be of no further force or effect.

Yours truly,

SANDALL INVESTMENTS LIMITED

Per: ________________________________
Name:
Title:

I have authority to bind the corporation.

Accepted this _____ day of December, 2013.

SILVER STREAMS HOMES INC.

Per:________________________
Name: Imran Jinnah
Title: President

I have authority to bind the corporation.

SILVER STREAMS (PUCCINI) INC.

Per:________________________
Name:
Title:

I have authority to bind the corporation.

2148993 ONTARIO INC.

Per:________________________
Name:
Title:

I have authority to bind the corporation.

2148990 ONTARIO INC.

Per:________________________
Name:
Title:

I have authority to bind the corporation.

2147681 ONTARIO INC.

Per:________________________
Name:
Title:

I have authority to bind the corporation.

2147650 ONTARIO INC.

Per:________________________
Name:
Title:

I have authority to bind the corporation.

SCHEDULE "A"
REAL PROPERTY

Lot 1 on Plan 65M4249; Town of Richmond Hill, PIN 03206-3418 (LT):

Lot 23 on Plan 65M4249; Subject to an easement in gross over Part 2 on Plan 65R3291 as set out in Instrument No. YR1620823; Town of Richmond Hill, PIN 03206-3440 (LT). Lot 24 on Plan 65M4249; Subject to an easement in gross over Part 3 on Plan 65R32917 as set out in Instrument No. YR1620823; Town of Richmond Hill, PIN 03206-3441 (LT).

Lot 18 on Plan 65M4331; Town of Richmond Hill; PIN 03206-3501 (LT). Lot 19 on Plan 65M4331; Town of Richmond Hill; PIN 03206-3502 (LT). Lot 20 on Plan 65M4331; Town of Richmond Hill; PIN 03206-3505 (LT). Lot 22 on Plan 65M4331; Town of Richmond Hill; PIN 03206-3505 (LT). Lot 23 on Plan 65M4331; Town of Richmond Hill; PIN 03206-3506 (LT). Lot 24 on Plan 65M4331; Town of Richmond Hill; PIN 03206-3507 (LT). Lot 25 on Plan 65M4331; Town of Richmond Hill; PIN 03206-3508 (LT).

THIS IS EXHIBIT "W" TO

THE AFFIDAVIT OF IMRAN JINNAH

SWORN BEFORE ME THIS 11TH

DAY OF DECEMBER, 2013.

A Commissioner etc.

SILVER STREAMS HOMES (PUCCINI) INC.
AGREEMENT OF PURCHASE AND SALE

The undersigned Purchaser(s) (the "Purchaser") hereby agrees(s) to and with the undersigned vendor (the "Vendor") to purchase the property (the "Real Property") described below, as shown of the attached plan, which includes the house to be constructed thereon (the "Dwelling") together with the features described in this Agreement, on the terms hereinafter set out:

Purchaser: Jalil Khan AHMAD D.O.B.(01 / 01 / 1976) S.I.N.______
D M Y

Purchaser: ______ D.O.B. (___/___/___) S.I.N. ______
D M Y

Purchaser's Address: 70 Jefferson Forest Dr Richmond Hill, L4E 4J4
905-737-3908 ______ ______ 416-740-1024 ______
Home Telephone Business Telephone Fax Mobile/Cell Email

VENDOR: SILVER STREAMS HOMES (PUCCINI) INC. 103 Naughton Drive, Richmond Hill, ON, L4C 8B3 Tel No.______ ONHWP Builder No: ~~[illegible]~~ 34331
Model Name : ~~[illegible]~~ Serenade Revision 3
DWELLING: Model ID: 3780 Lot/Unit: 20 Block/Bldg:______ Phase: III
Elevation: A Community: Symphony Municipality: Richmond Hill
Plan # ______
Municipal Address:______ Dollars
PURCHASE PRICE: ______
($ 980,000)

DEPOSITS: The Purchaser agrees to tender on execution of this Agreement the following deposits by way of post-dated cheques made payable to the Vendor in the amounts and on the dates set out below, which deposits shall be held pending completion or other termination of this Agreement and shall be credited on account of the Purchase Price on the Closing Date:

			DUE DATE	4 Feb, 2012
1st DEPOSIT	AMOUNT	$20,000	DUE DATE	4 April 2012
2nd DEPOSIT	AMOUNT	$20,000	DUE DATE	~~[illegible] 2012~~ 4 Aug 2012
3rd DEPOSIT	AMOUNT	~~$20,000~~ $ 10,000		

The Balance of the Purchase Price (subject to the adjustments set out herein) is payable to the Vendor or as it may direct on the Closing Date by certified cheque or bank draft.

Closing Date: 30 day of October, 2012
(subject to the extenstion provisions of this Agreement)
SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purcahse and Sale:
A, B, C, D, E, F, G ______: (Add or delete as required)

The Vendor and Purchaser agree that the execution of this Agreement of Purchase and Sale or any amendments thereto or any notice or waiver required to be given pursuant thereto may be delivered by facsimilie and such facsimilie copy shall be deemed to have the same force and effect as an executed original.

UNLESS OTHERWISE SPECIFIED IN THE AGREEMENT, ALL SALES REPRESENTATIVES INVOLVED IN THIS TRANSACTION ARE WORKING FOR THE VENDOR. ORAL REPRESENTATIONS DO NOT FORM PART OF THIS AGREEMENT OF PURCHASE AND SALE.

This Offer shall be irrevocable by the Purchaser until: 5:00 P.M. on the 5th day of Feb, ~~2010~~ 2012, after which time, if not accepted, this Offer shall become null and void. If accepted, this Offier shall constitute a binding Agreement of Purchase and Sale.

______ ______ Feb. 4, 12
WITNESS: Purchaser: Date

______ ______ ______
WITNESS: Purchaser: Date

ACCEPTANCE: Silver Streams Homes (Puccini) Inc. hereby accepts the Offer and its terms this 5th day of Feb, ~~2010~~ 2012 Silver Streams Homes (Puccini) Inc.
PER: ______
Authorized Signing Officer

Vendor's Solicitor:
Jack Greenberg
181 Eglinton Avenue East, Suite 204
Toronto, Ontario, M4P 1J4
Tel:416 485-8833 Fax:416-485-3246
jackgreenberg@greenberglawyers.ca

Purchaser's Solicitor:
______
______
______
Tel:______ Fax:______
E-mail:______

Standard APS.18-0609

SILVER STREAMS HOMES
SCHEDULE "A" TO AGREEMENT OF PURCHASE AND SALE

DEFINITIONS

1. The following words shall have the following meanings in this Agreement:

"Closing" and "Closing Date" shall mean the closing date set out on the front page of this Agreement as the same may be amended or extended in accordance with the terms of this Agreement.

"Deposit" includes all deposit monies paid or to be paid, pursuant to this Agreement.

"Developer" means any predecessor in title to the Real Property who has entered into obligations with the Municipality for subdivision or servicing of the Real Property or any other party who may otherwise have the right as between it and the Vendor over architectural control of the Dwelling.

"Municipality" means any municipal corporation, whether local or regional including inter alia, the Greater Toronto Services Board, having jurisdiction over the Real Property.

AGREEMENT CONDITIONAL

2. Completion of the within transaction is conditional upon the following:
   (a) all matters with respect to the development of the subdivision being resolved with the Municipality and/or the Region or any other municipal or other body having jurisdiction thereover, to the satisfaction of the Vendor;
   (b) execution and registration of a subdivision agreement with the Municipality and/or Region with respect to the lands on which the Real Property is located; and
   (c) compliance with the subdivision control provisions (section 50) of the *Planning Act, R.S.O. 1990.*
3. In the event that any of the above conditions are not met, then upon notice thereof being given by the Vendor to the Purchaser, this Agreement shall become null and void and the deposit shall be returned to the Purchaser without interest or deduction and all parties shall be relieved of any liability or responsibility whatsoever hereunder.
4. The sitings, plans, elevations and specifications of the Dwelling including architectural details and exterior finishes may be subject to approval by the Developer or the Municipality. If any such required approval is not obtained, the Vendor may in writing terminate this Agreement within ten (10) days of the later of the date of this Agreement or building permit issuance. In that case, the Deposit shall be returned to the Purchaser without interest or deduction and this Agreement shall be at an end.

CLOSING DATE

5. Should the Purchaser request an extension of the Closing Date for any reason, and the Vendor in its sole discretion consents to such an extension to a date acceptable to the Vendor, the Purchaser agrees to pay the Vendor Three Hundred and Ninety-Five Dollars ($395.00) plus GST, as an extension fee. Such extension fee is chargeable for each extension requested by the Purchaser to which the Vendor consents. In addition, the Purchaser agrees to pay a per diem interest charge of 1.5% per month, on the balance of the Purchase Price, excluding occupancy fees, until the closing of the transaction, to be paid on closing as an adjustment on the Statement of Adjustments.
6. The Purchaser shall be required and hereby agrees to complete the Agreement on the Closing Date if all interior work in the Dwelling is sufficiently completed that occupancy of the Dwelling is legally permitted, regardless of the state of completion of the Dwelling, the lot, and of the other lots in the subdivision or the roads or services or amenities within the subdivision. The Purchaser agrees to close the Agreement on the Closing Date without deduction or holdback of any purchase money due on closing, even if the Dwelling and the lot are not fully completed or the services and amenities of the subdivision are not started or are not completed.
7. Extensions of the Closing Date are governed by the Tarion Addendum attached hereto.
8. If any Closing Date herein shall occur on a date when the Land Registry Office where the Property is located is normally closed, the Closing Date herein is extended to the next business day when the Land Registry Office is open. For the purposes of this paragraph a reference to a Land Registry Office is a reference to the Teraview Electronic Registration System.
9. Time is of the essence throughout this Agreement with respect to the obligations of the Vendor and the Purchaser to complete the closing and with respect to all of the other obligations of the Purchaser both before and after the Closing Date. If the Closing Date is changed by the parties or their solicitors or pursuant to the Tarion Addendum, an Amendment, or this Agreement, then each and every change shall be deemed to provide that time is of the essence as set out in this paragraph.

PURCHASE PRICE, DEPOSITS AND ADJUSTMENTS

10. In the event this Agreement is amended for the benefit of the Purchaser whether to induce the Closing of the transaction by giving the Purchaser a credit or reduction against the Purchase Price or otherwise, and the Purchaser fails to complete the transaction, all damages shall be assessed as if such amendment had not been entered into.

~~GST~~ HST

& HST

11. The Purchaser acknowledges and agrees that the Purchase Price already includes a component equivalent to the federal goods and services tax exigible with respect to this purchase and sale transaction (the "G.S.T.") less the new housing rebate applicable pursuant to section 254 or section 256.2 of the *Excise Tax Act (Canada) S.C. 1990*, as amended (the "Rebate"). In connection with the Rebate:
    (a) The Purchaser warrants and represents to the Vendor that the Purchaser qualifies for the Rebate, and hereby transfers to the Vendor all of the Purchaser's rights, interests, and entitlement to the Rebate.
    (b) The Purchaser shall execute and deliver to the Vendor, forthwith upon the Vendor's request for same (and in any event on or before the Closing Date) all requisite documents and assurances that the Vendor may reasonably require in order to enable the Vendor to obtain the benefit of the Rebate, including without limitation, the appropriate New Housing Application for Rebate of Goods and Services Tax Form as amended from time to time (the "Rebate Form").
    (c) The Purchaser covenants and agrees to indemnify and save the Vendor harmless from and against any loss, cost, damages, and/or liability (including goods and services tax, plus penalties and interest thereon and any reasonable legal costs in connection therewith) which the Vendor may suffer, incur or be charged with, as a result of the Purchaser's failure to qualify for the Rebate, or as a result of the Purchaser having qualified initially but being subsequently disentitled to the Rebate.
    (d) The Purchaser does not qualify for the Rebate, and/or fails to deliver to the Vendor the Rebate Form duly executed by the Purchaser by the closing Date, then notwithstanding anything contained in this Agreement to the contrary, the Purchaser shall be obliged to pay to the Vendor, by certified cheque delivered on the Closing Date, and as an adjustment an amount equivalent to the Rebate in addition to all other adjustments required by this Agreement.
    (e) It is an act of default by the Purchaser to breach any of his or her obligations under this paragraph.
    (f) If the rate of G.S.T. is altered or the exemptions currently existing are changed between the date of this Agreement and the Closing Date so that the total tax payable by the Vendor is increased or decreased, then the Purchaser shall pay such increase or be credited with the decrease as an adjustment on Closing. The statutory declaration of an officer of the Vendor stating the amount of the alteration and/or the amount of the changed exemption shall be conclusive evidence thereof and shall be binding on the Purchaser.

DEPOSIT

12. The Deposit or Deposits paid hereunder are expressly deemed to be deposit monies only, and not partial payments. Default in payment of any amount payable pursuant to this Agreement on the date, or within the time specified, shall constitute substantial default hereunder, and the Vendor shall have the right to terminate this Agreement and to forfeit all deposit monies in full. Without prejudice to the Vendor's rights to forfeiture of deposit monies as aforesaid, and in addition thereto, the Vendor shall have the right to recover from the Purchaser all additional costs, losses and damages arising out of default on the part of the Purchaser pursuant to any provision contained in this Agreement including interest thereon from the date of demand for payment at the rate of twenty (20%) percent per annum, calculated daily, not in advance until paid.

ADJUSTMENTS

13. The Purchase Price shall be increased or adjusted as of Closing and deposits shall be paid on Closing as follows:

(a) the enrolment fee required pursuant to Tarion (formerly the Ontario New Home Warranty Program);

(b) realty taxes, adjusted on the Vendor's reasonable estimate as though the Dwelling were fully completed, the Real Property separately assessed and the taxes paid. (The Purchaser is advised that the Municipality may issue a realty tax bill for supplementary assessment following Closing, which taxes may be in addition to those adjusted with the Vendor, and if relating to the period after Closing, wholly the responsibility of the Purchaser.)

(c) a damage deposit for the Purchaser's covenants contained in paragraphs 30 to 37, in the amount of five hundred dollars ($500) to be refunded to the Purchaser without interest, upon municipal assumption of the subdivision services and the return of any security deposit given by the Vendor to the Developer or the Municipality;

(d) where applicable, an administrative fee of One Hundred and Twenty-Five Dollars ($125.00) for any cheque tendered by the Purchaser pursuant to this Agreement (whether for any deposit payable hereunder or for any extras ordered) which is not paid or honoured by the financial institution of the Purchaser for any reason.

The Closing Date itself shall be apportioned to the Purchaser. The parties agree to readjust any of the above items where appropriate after Closing, forthwith, upon written request. Any monies owing to the Vendor pursuant to such readjustment or as a result of any expenses incurred by the Vendor arising from a breach by the Purchaser of any of the Purchaser's obligations set out in this Agreement shall be payable upon written demand by the Vendor and shall bear interest from the date of written demand at the rate of twenty (20%) percent per annum, calculated daily, and shall be a charge on the Real Property until paid and such charge shall be enforceable in the same manner as a mortgage in default.

CHATTELS AND RETAIL SALES TAX

14. The Purchaser acknowledges that: (a) if rented, the hot water heater and tank and all or part of the furnace and any other equipment identified elsewhere in this Agreement shall not be included in the Purchase Price, and shall remain chattel property; and (b) if there are chattels included in the Purchase Price herein, the allocation of value of such chattels shall be estimated where necessary by the Vendor and retail sales tax may be collected and remitted by the Vendor.

HYDRO, WATER AND GAS

15. The Purchaser agrees to take all necessary steps to assume immediately on Closing, charges for hydro, water and other services, and the Vendor may recover any payments therefore from the Purchaser. Where rentals are available, the Purchaser agrees to execute a rental contract for the hot water heater and tank on or prior to Closing. The Purchaser acknowledges that the Vendor may be unable to supply a hot water heater and tank on a rental basis where the local gas or hot water tank supplier has indicated that it is no longer supplying hot water heaters or tanks on a rental basis.

EXTRAS AND UPGRADES

16. (a) Extras or upgrades shall be paid for in advance and such payment shall not be refunded if this transaction is not completed for any reason.

(b) If an extra or upgrade paid for by the Purchaser is omitted by the Vendor for any reason, the Purchaser shall be credited with the amount which the Purchaser was charged for it and this credit shall be the limit of the Vendor's liability.

(c) The Purchaser acknowledges that the prices for extras and upgrades as shown on the attached Schedules are the Vendor's retail sale prices for such extras that would be charged by the Vendor had such extras not been included in the Purchase Price herein. In the event that the Vendor is willing to permit the Purchaser to delete any such extra or upgrade then the cost of such extra or upgrade which has been deleted shall be credited to the Purchaser on Closing at the Vendor's cost price, the determination of which cost price shall be in the sole discretion of the Vendor, acting reasonably.

(d) In the event the Purchaser performs any work in or about the Dwelling which causes delay in the Vendor's construction operations, the Vendor may require the Purchaser to complete this transaction on the Closing Date herein without holdback of any part of the Purchase Price on the Vendor's undertaking to complete any of the Vendor's outstanding work.

CONSTRUCTION OF DWELLING

17. The Vendor agrees that it will complete the Dwelling in accordance with the plans and specifications available for viewing by the Purchaser at the Vendor's sales office. All work will be performed in a workmanlike manner, free from defects in material and in compliance with the Ontario Building Code. All Construction Lien Act claims for materials or services supplied to the Vendor shall be the responsibility of the Vendor. Notwithstanding the foregoing the Vendor may substitute other materials of at least equal quality for those specified and may alter the plans and specifications, provided that such substitution or alteration shall not materially diminish the value of the Real Property or substantially alter the Dwelling.

18. The Purchaser acknowledges that the model homes, if any, are for public display purposes only, and that some or all of the features and upgrades contained therein may not be included in the Dwelling, unless these are specifically provided for in any schedule forming part of this Agreement. The Purchaser further acknowledges that the layout of the Dwelling may deviate from the floor plan, elevation or layout of the model home.

19. The Purchaser acknowledges that: (a) the area or dimensions of the Dwelling to be constructed on the Real Property, as may be set out in this Agreement or in any sales brochures, or in the plans and specifications of the Dwelling, are approximate only, and may vary; and (b) the Real Property dimensions as may be set out in this Agreement are approximate only. In the event the area or dimension of the Dwelling varies, or if the frontage, depth or area of the Real Property is varied by up to and including five (5) feet from that specified in the Agreement, the Purchaser agrees to complete the purchase without any claim for an abatement in the Purchase Price resulting from such variance, either before or after Closing.

20. The Purchaser acknowledges being advised that:

(a) on or after registration of the plan of subdivision, the lot number of the Real Property may change, and the Agreement will be read with all amendments required thereby;

(b) exterior windows may be eliminated due to minimum sideyard setbacks, in compliance with the *Building Code Act* of Ontario;

(c) mail delivery will be from a designated community mailbox, the location of which mailbox will be provided to the Purchaser on or before Closing;

(d) the property may be serviced by a "sump pump". Due to seasonal and other fluctuations in the water table beneath the Dwelling the sump pumps may on occasion run longer and more often than on other occasions; and that

(e) due to the proximity of the Dwelling to adjacent dwellings minor encroachments may exist with respect to eaves and/or exterior walls of certain dwellings and that it may be necessary to create working easements between adjoining properties, and the Purchaser expressly agrees to accept title to the Property subject to any encroachments.

21. The Purchaser agrees not to finish the whole or any part of the basement of the Dwelling for a period of twelve months after the Closing Date. The Purchaser hereby releases the Vendor from any liability whatsoever in respect of water damage to basement improvements and chattels stored in the basement resulting from water seepage or leakage, including any consequential damages arising therefrom.

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22. Notwithstanding anything contained in this Agreement to the contrary, the Purchaser waives any right to any claim against the Vendor for damage to any ceiling or walls due to normal shrinkage and the Purchaser agrees that this Agreement may be pleaded by the Vendor in estoppel of any such claims by the Purchaser.

23. The Purchaser agrees not to enter the Real Property prior to Closing unless accompanied by a representative of the Vendor. When entering the Real Property, the Purchaser agrees to comply with the Occupational Health and Safety Act and regulations including wearing safety gear for head and feet and or any other protective apparel required by the Vendor.

SELECTIONS

24. If the stage of completion of the Dwelling permits, the Purchaser may be requested by the Vendor to select certain colours and materials from the Vendor's samples. If any selection of the Purchaser is not reasonably available during construction so that the Vendor by seeking to obtain it would be delayed in the construction of this or other dwellings, the Vendor shall notify the Purchaser and provide an opportunity to the Purchaser to make or approve an alternate selection of at least equal quality from the Vendor's samples. If the Purchaser has not made or approved selections within ten (10) days of written request by the Vendor in the case of original selections, or seven (7) days of written request in the case of an alternate selection, the Vendor may exercise all of the Purchaser's rights to colour and material selection and such selections by the Vendor shall be binding on the Purchaser.

25. The Purchaser acknowledges that in the manufacture of finishing items, including but not limited to ceramic tiles, broadloom, roof shingles, hardwood floors, kitchen cupboards, and brick, colour or texture variations sometimes occur. The Purchaser hereby agrees to accept any such colour or texture variation resulting from the manufacturing process without any right to abatement of the Purchase Price and in full satisfaction of the Vendor's obligations hereunder

EXTERNAL ELEVATIONS

26. The Purchaser acknowledges that the architectural control of external elevations, driveway construction, boulevard tree planting, landscaping, sidewalks, transformer boxes, light standards, corner lot fencing (including the location of such corner lot fencing), decks, side porches, exterior colour schemes, or any other matter external to the Dwelling designed to enhance the aesthetics of the community as a whole, may be imposed by the Municipality and/or the Developer. In the event that the Vendor is required, in compliance with such architectural control requirements, to construct an external elevation for this Dwelling other than as specified in this Agreement, or to amend the driveway construction, boulevard tree planting or landscaping plan for this Dwelling (all of which is hereinafter referred to as the "Amended Elevation"), the Purchaser hereby irrevocably authorizes the Vendor to complete the Dwelling herein including the required Amended Elevation, and the Purchaser hereby irrevocably agrees to accept such Amended Elevation in lieu of the elevation specified in this Agreement.

27. In addition to, and without limiting the generality of the foregoing, the Purchaser acknowledges that it may not be possible to construct the Dwelling with a look-out, a walk-out basement or rear deck where so indicated in this Agreement. In the event that this Agreement calls for a look-out, a walk-out basement or a rear deck and such is not possible, pursuant to final approved grading and engineering plans, the Purchaser agrees to accept and receive a credit in the Purchase Price to be adjusted on Closing at such amount as determined by Vendor.

28. The Vendor shall have the right, in its sole discretion, to construct the Dwelling either as shown on the sales brochures, renderings and other plans and specifications reviewed and approved by the Purchaser, or to construct such Dwelling on a reverse mirror image plan, including reversal of garage siting and reversal of interior floor plan layout. Construction of a reverse mirror image dwelling plan is hereby irrevocably accepted by the Purchaser without any right of abatement of the Purchase Price, and in full satisfaction of the Vendor's obligations as to construction of the dwelling type herein described.

29. The Purchaser acknowledges that the laundry area may be lowered to accommodate side-yard drainage; that access doors to the garage may be eliminated due to grading requirements; that corner lots may have special treatments in accordance with architectural control provisions; that as a result of grading differentials it may be necessary to construct the entrance foyer areas with either a step-up or step-down configuration; and the Purchaser hereby irrevocably agrees to accept such variations without any right of abatement of the Purchase Price and in full satisfaction of the Vendor's obligations to construct the Dwelling type hereinbefore described.

GRADING

30. The Purchaser acknowledges that overall grading matters and the installation of municipal services including without limitation roads, curbs, lighting, tree planting, street names, post office boxes, etc. are regulated by the terms of the subdivision agreement(s). The Purchaser hereby acknowledges that complete engineering data in respect of the final grading of the Real Property as approved by the Municipality, may not be complete, nor a lot grading certificate in respect of same issued by the Closing Date. The Purchaser agrees to accept the Real Property subject to any grading requirements imposed by the Municipality and to complete this transaction on the Vendor's undertaking contained herein to complete the grading of the Real Property in accordance with municipal requirements as soon after Closing as reasonably possible, weather and soil conditions and the availability of labour, equipment, and materials permitting. Provided that lot grading has been completed in accordance with the municipally approved grading control plan, the Purchaser is estopped both from objecting thereto and from requiring any amendments thereto.

31. Where sidewalks are to be installed in front of the Real Property, the Purchaser is advised that the Vendor or the Developer, as the case may be, shall be completing the paving of the driveway approach within one year of occupancy. If the Vendor has not undertaken to pave or finish the driveway pursuant to this Agreement, the Purchaser shall not pave or finish the driveway without the prior written consent of the Vendor, and the prior written consent of the Developer and the Municipality, if required by the subdivision agreement or any other municipal agreement. Following such approval and prior to completing the driveway, the Purchaser shall notify the Vendor in writing so that water keys can be located and raised, if necessary. The Purchaser covenants and agrees not to damage or alter any subdivision service, and shall be liable for the cost of rectification of any such damage or alteration, and in the event same is not paid upon demand, the Vendor shall have the right to register a lien on title to secure such payment. Acceptance of construction, siting and grading by the Municipality shall conclusively constitute acceptance by the Purchaser.

32. Until all services with respect to the development encompassing the Property have been assumed by the Municipality, and the maintenance period imposed by the Municipality with respect thereto has expired, the Purchaser shall not remove soil, change grades or drainage patterns, and shall not alter the width or location of the driveway, including that portion of the driveway situate on the boulevard or municipal road allowance adjacent to the Property. The Purchaser agrees that neither the Purchaser, nor his successors or assigns shall construct or install a swimming pool, fencing, or decking upon the Property until after the Vendor has obtained acceptance of lot grading from the Municipality.

33. In the event that any additions and/or improvements to the Real Property such as, but not limited to, porches, patios, plants, shrubs, trees, paved driveways or fences are located so as to alter or affect the grading and/or drainage patterns of the Real Property, then the Purchaser agrees to remove such additions and/or improvements at his own expense, forthwith upon the Vendor's request, failing which the Vendor may remove same at the Purchaser's expense.

34. The Purchaser covenants and agrees to reimburse the Vendor for any amount which the Vendor may be obliged to pay for damage caused by the Purchaser, or by those for whom it is in law responsible, to any services installed within the subdivision which services shall without limitation include survey stakes, landscaping, trees, curbs, streets, roads, sidewalks, street signs, street lighting, sanitary and storm sewers and any underground services installed by or on behalf of any public or private utility.

35. The Purchaser covenants that it will not at any time before or after Closing, without the prior written consent of the Vendor and the Developer, interfere with any drainage ditch completed by the Developer or take any steps which may result in the alteration or change of any grading or drainage or removal of soil or top soil in contravention of the Developer's obligations under the applicable subdivision agreement. In such event, the Vendor or the Developer may enter upon the Real Property and correct such grading and remove any such obstructions at the Purchaser's expense to be paid forthwith. This covenant may be included in the Purchaser's transfer at the option of the Vendor.

36. The Purchaser further acknowledges that settlement may occur due to soil disturbance and conditions including areas affecting walkways, driveways and sodded areas. The Vendor agrees to rectify such settlement problems as and when required by the Municipality or the Developer subject to the Purchaser's obligation to assume the cost of removing and re-installing any driveways or walkways installed by the Purchaser.

37. The Purchaser's covenants contained in this Agreement shall not merge on Closing notwithstanding the delivery of a transfer from the Vendor, the Developer, or otherwise. If required by the Vendor, the Purchaser shall deliver on Closing, a written covenant confirming certain or all of the Purchaser's obligations contained in this Agreement.

RE-ENTRY FOR GRADING

38. The Purchaser acknowledges that the Vendor, or the Developer, as the case may be, shall grade and gravel the driveway in accordance with specifications

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approved by the Municipality. he Purchaser is advised that it may be necessary for the Vendor, or the Developer, as the case may be, in order to comply with the grading requirements of the Municipality, to enter upon the Real Property in order to complete or alter the grading of such lot and that the conveyance to the Purchaser reserves a license to the Developer to enter upon the Real Property in order to complete or alter any of the grades on the said Real Property as may be required by the Municipality in order to provide proper drainage to any of the lots on the plan. The Purchaser further acknowledges being advised that the proposed lot grading may require the use of retaining walls and/or sloping.

MUNICIPAL AND OTHER MATTERS

39. The Purchaser acknowledges that title to the Real Property may on Closing be subject to subdivision or other development agreements and to restrictive covenants.

 (a) The Purchaser agrees that the Vendor shall not be obligated, either prior to, on, or after Closing, to obtain or register releases of any such subdivision or other development agreements or restrictive covenants provided that the same have been complied with as of the Closing Date, and the Purchaser further agrees to satisfy himself as to compliance.

 (b) The Purchaser further agrees to accept provisions in the Developer's deed to the Vendor or Purchaser, and to execute and grant any easements or rights of way for installation and/or maintenance of services as may be required, both before and after Closing, by any governmental or utility authority or body.

40. The Purchaser is notified that although the subdivision or other development agreements may require the issuance of an occupancy permit prior to the Purchaser being permitted to occupy the Dwelling, the practice of the Municipality may be such that oral consent to occupancy is given and that formal consent is given at some later date, including formal release with reference to other matters referred to in the subdivision or other development agreements. Provided that the Dwelling has been inspected and approved for occupancy by the Municipality on or before Closing, the Purchaser shall accept the undertaking of the Vendor to provide a copy of the occupancy permit or certificate to be issued by the Municipality as soon as possible after Closing. For the purpose of Closing, the Dwelling shall be deemed to be completed when all interior work has been substantially completed so that the Dwelling reasonably may be occupied, notwithstanding that there may remain exterior work to be completed including, but not limited to, painting, driveway paving, grading, siding and landscaping. There shall be no holdback or deduction on Closing for uncompleted work.

41. The Purchaser acknowledges that the subdivision agreement(s) may require the Vendor to provide the Purchaser with certain notices, including, but not limited to, notices regarding land usage, maintenance of municipal fencing, school transportation, noise levels from adjacent roadways, or noise and/or vibration levels from nearby railway lines or airports, the absence of door-to-door mail delivery, the location of "super-mailboxes", and in general, any other matter that may be deemed by the Municipality to inhibit the enjoyment by the Purchaser of the Real Property. The Purchaser agrees to be bound by the contents of any such notice whether given to the Purchaser at the time this Agreement was entered into or at any time thereafter up to Closing and covenants to execute forthwith upon request, an acknowledgement of having been given such notices in accordance with, and in full compliance of, such provisions of the subdivision agreement if and when required to do so by the Vendor.

42. The Purchaser agrees that he will not oppose any application for severance or rezoning (including all applications ancillary thereto) by the Vendor and/or the Developer, and their successors or assigns, and that this covenant may be pleaded by the said Vendor and/or Developer, its successors or assigns, as an estoppel to any such opposition or aid of an injunction restraining such opposition. The Purchaser shall extract a similar covenant from his successors in title and covenants with the Vendor that the burden of this covenant shall run with and be binding upon the Real Property and to the intent that the benefit thereof shall be annexed to and run with any lands owned by the Vendor and/or Developer and its successors in title within the subdivision or contiguous thereto.

MAINTENANCE OF SOD AND LANDSCAPING

43. The Purchaser acknowledges that grading and sodding shall be done between June and October of any year as per the Vendor's or the Developer's scheduling program and as seasonal conditions permit.

 (a) The Purchaser shall be solely responsible for the watering and general maintenance of the sod, trees and shrubs on the Property from and after the Closing Date, or from the date that the sod is laid or the trees and shrubs planted, whichever date is later, and the Vendor shall have no obligation in that regard. In the event that the Vendor is required to replace laid sod as a result of the Purchaser's default under this subparagraph, then the Vendor shall not be obliged to do so until payment has been made therefore by the Purchaser.

 (b) The Purchaser acknowledges that on certain lots within the subdivision it may become necessary as a result of the Vendor's building operation or as a result of the existing trees, and in addition thereto that the Vendor may be required to remove from the lot any dead, decaying or dangerous trees. The Vendor agrees to take all reasonable steps to preserve the existing trees on any lot or lots but in the event that the Vendor must remove any trees as a result of its building operations or grading or as a result of any trees being dead, decaying or dangerous, the Purchaser shall not be entitled to any abatement in the Purchase Price nor shall the Vendor be required to replace such trees.

TARION PRE-DELIVERY INSPECTION AND WARRANTY

44. The Vendor hereby advises the Purchaser that there is a mandatory Homeowner Information Package and Pre-Delivery Inspection Form (the "PDI Form") available from the Tarion Warranty Corporation, which shall be provided to the Purchaser on or before the inspection date hereafter described.

45. Prior to the Closing Date, the Vendor agrees to make available, and the Purchaser and/or his or her designate agrees to meet, a representative of the Vendor during normal working hours in order to perform a joint Pre-Delivery Inspection (the "PDI") of the Real Property, in accordance with the requirements and duties specified for both of them by the Tarion Warranty Corporation. Subject to and in accordance with the requirements of the Tarion Warranty Corporation, the Purchaser and/or the designate shall be responsible to attend at the inspection sufficiently in advance of the Closing Date, on a mutually convenient date specified by the Vendor, in order to inspect the Dwelling. If there are any deficiencies, missing items, or incomplete work (including upgrades) remaining at the time of inspection, such items shall be listed on the PDI form and the Certificate of Completion and Possession ("CCP") required to be completed pursuant to the provisions of the Tarion Warranty Program, which the Purchaser covenants to execute. The information on the Vendor's PDI Form shall be deemed to be conclusive evidence of the state of the Dwelling and the Real Property on the date the Vendor's PDI Form is signed. If the Purchaser or his/her designate fails to attend for an inspection, or refuses to complete the Vendor's PDI Form and the CCP, the Vendor may complete the Vendor's PDI Form and the CCP, and the Purchaser shall be bound thereby to the same extent as if the Purchaser had executed both forms. Alternatively, the Vendor may terminate this Agreement with liability to the Purchaser if the Purchaser fails to complete the two forms aforesaid.

46. The Tarion Warranty shall constitute the Vendors' only warranty, express or implied, in respect of any aspect of construction of the Dwelling and shall be the full extent of the Vendor's liability for defects in materials or workmanship or damage, loss or injury of any sort, whether arising in tort or in contract. The Purchaser is urged to review the warranty, particularly its exclusions, and to be aware that the Vendor is not liable for loss or damage to any landscaping, furnishing or improvement by the Purchaser caused either by any defect for which the Vendor is responsible or by the remedying of such defect.

TITLE

47. Title to the Real Property shall be good and free from encumbrances except that it may be subject to subdivision or other agreements, covenants and restrictions (which restrictions may include the power to waive or vary), easements, licenses and rights required by the Vendor, Developer, Municipality or other affecting authorities including utilities, all of which the Purchaser shall accept provided there does not exist default under any and provided that the Purchaser's use of the Real Property for residential purposes is permitted. The Purchaser shall satisfy himself or herself as to compliance with such matters and any releases specifically contemplated in such agreements may be obtained by the Vendor subsequent to Closing. Title may also be subject to easements for maintenance or encroachment required for adjoining properties and to the encroachments permitted thereby. If any of the foregoing easements, restrictions or rights are required to be created after Closing the Purchaser shall execute any documents needed. The rights of reentry referred to in this Agreement shall also affect title and these rights as well as any of the above may be contained in the transfer delivered to the Purchaser.

48. Municipal subdivision agreements regulate development. The Purchaser should inquire of the Municipality on whether the applicable subdivision agreement contains special warnings, construction or servicing requirements, easement, fences or berms or other matters affecting the Real Property.

49. The Purchaser shall be allowed until thirty (30) days before the Closing Date to examine the title at his or her own expense and if, within that time, any valid objection to title is made in writing to the Vendor, which the Vendor is unable or unwilling to remove and which the Purchaser will not waive, this Agreement shall notwithstanding any intermediate act or negotiations, be at an end and the Deposit shall be returned without interest or deduction and the Vendor shall not be liable for any damages or costs whatever. Save as to any valid objections so made within such time or going to the root of title, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Real Property. The Purchaser is not to call for the production of any title deeds, or other evidence of title except as are in the possession of the Vendor.

PRIOR MORTGAGES

50. Title to the Real Property may be encumbered by mortgages not to be assumed by the Purchaser on Closing. The Purchaser agrees to accept the Vendor's written undertaking to remove, or to enforce the undertaking of the mortgagee's solicitors, as the case may be, to remove such encumbrance on title within a reasonable time after Closing if accompanied by,

(a) a written statement from the mortgagee of the amount required to be paid to obtain a discharge of the Real Property; and
(b) payment by the Vendor, an undertaking of the Developer to make payment, or a direction from the Vendor permitting payment to that mortgagee of such amount by the Purchaser; or
(c) written confirmation by the mortgagee that a discharge will be available without any action or payment on the part of the Purchaser or Vendor;
(d) together with an undertaking by the Vendor's solicitors to remit to the mortgagee any funds directed to it pursuant to (b) above and to register any such discharge when received by them.

RISK

51. The Dwelling shall remain at the Vendor's risk until Closing. If the Dwelling is damaged prior to Closing by a peril normally covered by all-risk building insurance, which damage can be repaired within 120 days, the Vendor shall repair the damage, finish the Dwelling and complete the sale. If the damage cannot be repaired within 120 days this agreement shall be at an end and the Deposit shall be returned without interest or deduction. The time needed for repair shall be estimated by the Vendor within 15 days of the damage. Extensions to the Closing Date required for repairs shall be in addition to those which may have occurred pursuant to paragraph 5 but the Vendor may not further extend under paragraph 5 for such repairs only, unless the Purchaser consents in writing.

TRANSFER

52. The transfer shall be prepared by the Vendor's solicitors at the Vendor's expense and shall be registered forthwith on Closing by the Purchasers his or her expense. The Purchaser agrees to advise the Vendor's solicitors, at least sixty (60) days prior to the Closing Date, as to how the Purchaser will take title to the Real Property and of the birth dates of any parties taking title to the Real Property. Title may be conveyed directly from the Developer to the Purchaser if it is, and if the Vendor so requests, the Purchaser shall execute an acknowledgment that the Developer is not the builder and has no liability to the Purchaser as such.

NON-ASSIGNABLE

53. This Agreement is personal to the Purchaser and may not be assigned other than to the Purchaser's spouse without the Vendor's written approval. Prior to dosing, the Purchaser covenants that it shall not advertise or list or enter into an agreement to sell the Real Property for resale without the Vendor's prior written approval in its sole discretion.

RESIDENCY

54. The Vendor represents that it is not a non-resident for the purposes of section 116 of the Income Tax Act, Canada, and that spousal consent is not necessary to this transaction under the provisions of the Family Law Act.

NO REGISTRATION

55. The Purchaser acknowledges that registration against title to the Real Property of any notice or caution or other reference to this Agreement of his or her interest in the Real Property is likely to cause inconvenience and prejudice to the Vendor. If any such registration occurs, the Vendor may terminate this Agreement forthwith. Further, the Purchaser hereby irrevocably consents to a court order removing such registration and agrees to pay all costs of obtaining such order.

CLOSING TENDER

56. The parties waive personal tender and agree that failing other mutually acceptable arrangements, tender may be validly made if the tendering party attends at the Registry Office in which the title to the Real Property is recorded at 4:00 o'clock p.m. on the Closing Date and for a period of one-half hour thereafter shall be ready, willing and able to close or alternatively, the tender may be validly made upon the designated solicitors for the party being tendered upon. The parties agree that payment must be made or tendered by bank draft or cheque certified by a Canadian Chartered Bank, trust company or Province of Ontario Savings Office. Mortgages not being assumed by the Purchaser need not be paid by the Vendor, only arrangements made to do so in accordance with paragraph 50 in case the Purchaser should complete the transaction.

57. The Purchaser agrees that keys may be released to the Purchaser at the construction site or sales office on Closing. The Vendor's advice that keys are available shall be a valid tender of possession of the Real Property to the Purchaser.

ELECTRONIC REGISTRATION

58. If electronic registration of documentation at the Land Registry Office is in effect on the Closing Date, the following terms and conditions shall form part of this Agreement:

(a) The Purchaser shall retain a solicitor in good standing with the Law Society of Upper Canada to represent the Purchaser with respect to this Agreement;
(b) The Purchaser shall direct his/her solicitor to execute an agreement as reasonably required by the Vendor's Solicitor (the "Solicitor's Agreement") establishing the procedure for completion of this Agreement;
(c) The Purchaser and Vendor acknowledge that the delivery of documents and/or money may not occur contemporaneously with the registration of the Transfer/Deed of Land and may be delivered in escrow pursuant to the Solicitors' Agreement.
(d) If the Agreement cannot be completed in escrow pursuant to the Solicitors' Agreement, the Purchaser's solicitor shall attend at the offices of the Vendor's Solicitor at such time as directed by the Vendor's solicitor or as mutually agreed upon to complete the Agreement.
(e) Paragraph 56 is hereby amended to provide that tender shall have been validly made by the Vendor when the 'Completeness Signatory' for the Transfer/Deed of Land has been electronically 'signed' by the Vendor's solicitor and same shall be satisfactory evidence that the Vendor is ready, willing and able to complete the sale.

PURCHASER'S CONSENT TO THE COLLECTION AND LIMITED USE OF PERSONAL INFORMATION

59. For the purposes of facilitating compliance with the provisions of any applicable Federal and/or Provincial privacy legislation (including without limitation, the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, as amended), the Purchaser hereby consents to the Vendor's collection and use of the Purchaser's personal information necessary and sufficient to enable the Vendor to proceed with the Purchaser's purchase of the Real Property, including without limitation, the Purchaser's name, home address, e-mail address, telefax/telephone number, age, date of birth, and in respect of marital status only for the limited purposes described in subparagraphs (c), (g), (h) and (i) below, and in respect of residency status, and social insurance number only for the limited purposes described in subparagraph (h) below, as well as the Purchaser's financial information and desired Dwelling design(s) and colour/finish selections, in connection with the completion of this transaction and for post-closing and after-sales customer care purposes, and to the disclosure and/or distribution of any or all of such personal information to the following entities, on the express understanding and agreement that the Vendor shall not sell or otherwise provide or distribute such personal information to anyone other than the following entities, namely to:

(a) any companies or legal entities that are associated with, related to or affiliated with the Vendor (or with the Vendor's parent/holding company) and are developing one or more other subdivision or condominium projects or communities that may be of interest to the Purchaser or members of the Purchaser's family, for the limited purposes of marketing, advertising and/or selling various products and/or services to the Purchaser and/or members of the Purchaser's family;

(b) one or more third party data processing companies which handle or process marketing campaigns on behalf of the Vendor or other companies that are associated with, related to or affiliated with the Vendor, and who may send (by e-mail or other means) promotional literature/brochures about new homes or condominiums and/or related services to the Purchaser and/or members of the Purchaser's family;

(c) any financial institution(s) providing (or wishing to provide) mortgage financing, banking and/or other financial or related services to the Purchaser

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and/or members of the Purchaser's family, including without limitation, the Vendor's construction lender(s), the project monitor, the Vendor's designated construction lender(s), the Ontario New Home Warranty Program and/or any warranty bond provider and/or excess deposit insurer, required in connection with the development and/or construction financing of the subdivision and/or the financing of the Purchaser's acquisition of the Property from the Vendor.

(d) any insurance companies providing (or wishing to provide) insurance coverage with respect to the Real Property, including without limitation, any title insurance companies providing (or wishing to provide) title insurance to the Purchaser or the Purchaser's mortgage lender(s) in connection with the completion of this transaction;

(e) any trades/suppliers or sub-trades/suppliers, who have been retained by or on behalf of the Vendor (or who are otherwise dealing with the Vendor) to facilitate the completion and finishing of the Dwelling and the installation of any extras or upgrades ordered or requested by the Purchaser;

(f) one or more providers of cable television, telephone, telecommunication, security alarm systems, hydro-electricity, chilled water/hot water, gas and/or other similar or related services to the Real Property (or any portion thereof) unless the Purchaser advises the Vendor in writing not to provide such personal information to an entity providing security alarm systems and services;

(g) any relevant governmental authorities or agencies, including without limitation, the Land Titles Office (in which the Real Property is registered), the Ministry of Finance for the Province of Ontario (i.e. with respect to Land Transfer Tax), and The Canada Revenue Agency (i.e. with respect to GST)

(h) the Canada Revenue Agency, to whose attention the T-5 interest income tax information return and/or the NR4 non-resident withholding tax information return is submitted (where applicable), which will contain or refer to the Purchaser's social insurance number or business registration number (as the case may be), as required by Regulation 201(1)(b)(ii)of The Income Tax Act R.S.C. 1985, as amended;

(i) the Vendor's solicitors, to facilitate the interim occupancy and/or final closing of this transaction, including the closing by electronic means via the Teraview Electronic Registration System, and which may (in turn) involve the disclosure of such personal information to an internet application service provider for distribution of documentation; and

(j) any person, where the Purchaser further consents to such disclosure or disclosures required by law.

Privacy Officer: [require name to be provided]

NOTICE

60. Any notice required to be given pursuant to this Agreement to the Purchaser may either be delivered personally or be sent by prepaid mail or facsimile addressed to the Purchaser's solicitor or the Purchaser at his or her last known address and in the case of the Vendor any notice required to be given pursuant to this Agreement may either be delivered personally or be sent by prepaid mail or facsimile to the Vendor's solicitor or to the Vendor at the address set out herein. If such notice is mailed it shall be deemed to have been received by the party to whom it is addressed on the third business day following the date of its mailing. In the event of a mail stoppage or interruption all notices shall be delivered personally or by facsimile.

SUCCESSION

61. This Agreement shall be binding upon the heirs, executors, administrators, successors and permitted assigns of each party.

DEFAULT

62. In case of material default or breach of this Agreement by the Purchaser, the Deposit and any other amounts paid by the Purchaser shall be forfeited to the Vendor, irrespective of any other right, cause of action or remedy to which the Vendor may be entitled.

WHOLE AGREEMENT

63. The parties acknowledge that there is no representation, warranty, collateral agreement or condition affecting the Agreement or the Real Property except as contained in this Agreement. Any statement or representation made by real estate agents or employees of the Vendor or contained in any sales brochures or in any other document shall not be legally binding upon the Vendor unless contained in this Agreement. This Agreement may not be amended other than in writing.

INTERPRETATION

64. This Agreement is to be read with all changes of gender or number required by the context. Time shall in all respects be of the essence. All headings are for convenience of reference only and have no bearing or meaning in the interpretation of any particular clause in this Agreement.

JK

SILVER STREAMS HOMES
SCHEDULE "B" - SITE SPECIFIC MATTERS & WARNING CLAUSES

Noise Warnings

The following noise warnings are given to the five western–most dwellings of the subdivision:

1. "Purchasers /renters are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road traffic, may on occasions interfere with some activities of the dwelling occupants as the sound level exceed the Municipality's and the Ministry of the Environment's noise criteria."

2. "This dwelling unit has been fitted with a forced air heating system and the cutting, etc. was sized to accommodate central air conditioning. Installation of central air conditioning will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Municipality's and the Ministry of the Environment's noise criteria. (Note: The location and installation of the outdoor air conditioning device should be done so as to minimize the noise impacts and comply with criteria of MOE Publication NPC-216, Residential Air Conditioning Devices.)."

Encroachments

The following notice is hereby given to lots abutting environmental lands, open space, park, storm water, valley land, water courses or channels:

1. "Encroachments of any kind are not permitted onto adjacent environmental lands, open space, park, stormwater, valleyland, water courses or channels."

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SILVER STREAMS HOMES (PUCCINI) INC.
SCHEDULE "C" – STANDARD HOME FEATURES

OUTSTANDING EXTERIOR FEATURES

1. Exterior color schemes, styles, materials and elevations architecturally controlled by the city, ensuring a pleasing streetscape and general balance.
2. **Various Exterior Elevations with Brick, Stone & Stucco Combinations.**
3. Structural wood columns in the front porch and raked front genuine clay brick masonry joints, as per designs.
4. Corners houses have grand frontages opening on main street.
5. Maintenance-free aluminum soffits, fascia, eaves trough and downspouts.
6. **Double car garage with entrance to house, as grade permits.**
7. Double glazed / thermo pane encasement windows with screens on operators. Energy Star Rated.
8. 9ft high main floors ceilings as a standard.
9. Quality painted metal insulated front entry doors including brass grip set with dead bolt lock.
10. **Side entrance to basement / main house provided, as per designs.**
11. Wall mounted weather proof light fixtures at the entrance and back door.
12. High quality 25 year Royal Sovereign self-sealing asphalt roof shingles.
13. **Quality painted molded steel paneled sectional/double roll up garage doors equipped with heavy-duty springs and rust resistant door hardware.**
14. Fully sodded front and back yards of the houses, graded as per municipal by-laws and landscaping design.
15. Two (2) exterior water taps, one at the rear and one inside the garage at the front of the house.

EXCEPTIONAL INTERIOR FEATURES

16. Home office and Den on main floors on almost all Models, as per design.
17. Large family rooms with breakfast rooms and open kitchens.
18. **9 feet high ceilings throughout the main floor.**
19. **Option for Future Elevator already built in plans in various designs.**
20. Elegant Natural finish Oak Hardwood stair case opening from first to second floor with 3"wide half round handrails in natural oak finish.
21. Solid Oak 3" wide Hardwood flooring on the main floor [where applicable ,excluding Tiled areas & main level bedrooms as per plan.
22. **Efficient space utilization in all plans with walk-in closets, ensuite bathrooms, home offices, access from garages and side entrances as per designs.**
23. Kitchen, Bathrooms, Powder Room, and Laundry Room finished in eggshell for ease of maintenance.
24. Master bedrooms complete with ensuite and walk-in-closets, as per designs.
25. Shelving in all closets and linen closets.
26. **Direct vent natural gas fireplace in the main floor family room as per drawings** along with a marble surround and paint grade formal mantle.
27. All ceilings stipple sprayed (except kitchens and bathrooms).
28. **Double-door coat closet with shelf and hanging rod near the main entrance, as per design.**
29. **4" colonial style baseboard is standard throughout the finished areas along with 2-3/4" interior casings on all doors and windows.**
30. **Beautifully finished interior decorative Coloumns as per designs.**
31. **French doors with brass mullions and plain glass inserts where applicable as shown on plans.**
32. **800 Series Deep Embossed 6 panel Colonist Doors painted white with polished brass handles.**
33. Trimmed and capped low and half-walls, ledges, oak railings and nosing with natural finish, as per builder samples.
34. "A-Cut-Above" paint finish with eggshell latex paint on walls and oil based on doors and trim.
35. R40 roof / attic insulation and R12 basement wall Insulation height as per OBC.
36. Cold cellar provided in the basement with weather stripping solid core door, light and natural vent.
37. Rough-in 3 piece (drain pipes only) for washroom in basement, as per plan.
38. All dry wall applied with screws, using minimum number of nails.

ELEGANT DESIGNER KITCHENS

39. **Exclusively Designed Kitchens offered as a standard in all kitchen designs and layouts.**
40. **Kitchen designer available by appointment for final color coordination and adding upgrades.**

41. Formica and "Arborite" counter tops in eye-catching colors, available for well designed optional breakfast bars, islands and cabinet counter tops.
42. Double stainless steel sinks with pull-out faucet by Moen or Delta.
43. **Ceramic back-splash color coordinated with 12" x 12" porcelain floor tiles giving a picture book kitchen [from builders selection] as a standard.**
44. Kitchen exhaust fan and hood, vented to outside.
45. Rough-in Electrical and Plumbing for future automatic dishwasher, with open space in lower cabinetry.
46. Electrical outlets in the kitchen for Refrigerator and microwave.
47. Electrical outlets at counter top level for small appliances.

BEAUTIFUL BATHROOMS

48. Well-lit luxurious master ensuite including separate shower enclosure with glass door and marble threshold.
49. **Two (2) Separate sinks with vanities in Master ensuite. Mirrors and wall lights with quality bathroom fixtures.**
50. Elegant pedestal sinks in powder rooms with Oval mirrors.
51. Deep soaker tubs with ceramic back splash, as per designs.
52. Moen or Delta Faucets in all bathrooms with lift rod pop-ups in vanity sinks.
53. Choice of color and style in cabinetry from builder's quality samples.
54. **Imported 8" x 10" ceramic tiles in all enclosures up to ceiling, giving elegant spa looks.**
55. Bathroom accessories to include towel bar & toilet tissue dispenser. Ceramic tile area around bath tub to have water-proof backer board.
56. Standard bathroom plumbing fixtures in chrome or as per builder's standard.
57. Pressure balance temperature control valves or "positemp" or similar design in all showers.
58. Ground fault interrupter (GFI) protection in all bathrooms and powder room.
59. Exhaust fans vented to the outside in all bathrooms & powder room.
60. Privacy door locks on all bathrooms.

LAUNDRY FEATURES

61. Single basin laundry tub with 2 handles (rough brass), hot and cold water faucets in the laundry area.
62. **Optional over head cabinets in the laundry room for storage purposes, as per design.**

FABULOUS FLOORINGS

63. Choice of imported of 13"x 13" or 12"x 12" ceramic floor tiles in foyer, kitchen, and powder room laid on mortar base with metal fabric over 5/8" plywood sub-floor.
64. Quality imported ceramic tiles in bathrooms and main floor laundry rooms.
65. **Quality 40 oz Broadloom with ½" higher density chip foam under pad provided in designated areas.**[One colour throughout].
66. Marble thresholds where ceramic flooring abuts other flooring.

QUALITY CONSTRUCTION

67. Poured and Reinforced Concrete Basement Walls with Heavy Duty Damp Proofing, Drainage Membrane, Drain Tile and Weeping Boards.
68. Engineered floors for minimum squeaks.
69. Structurally-sound 2"x 6" exterior wall construction with R20 insulation value.
70. All interior walls and ceilings of drywall construction.
71. R40 roof/attic insulation and R12 basement wall insulation height as per OBC specifications.
72. Caulking and weather stripping on insulated metal front entry door and rear sliding doors.
73. Spray foam insulation between garage and second floor livable areas.
74. All windows weather proofed with caulking.
75. Sub-flooring nailed, sanded, screwed and glued.
76. Variations from the vendor's samples may occur in bricks, finishing materials, wall and floor finishes.
77. Purchasers may be required to reselect colors and / or materials from Vendor's sample as result of unavailability or discontinuation.
78. The vendor shall be entitled to reverse the plan of the house or the drive ways being constructed owing to grading / city requirements.

SECURITY/SAFETY/ENERGY SAVING & OTHER FEATURES

79. 100 amps electrical service with all copper wiring & circuit breaker panel.

JK

80. White Decora plugs and Switches through out as per vendors standard specification.
81. Electric door chime installed on main floor inside the entrance door.
82. Hard-wired smoke detectors on each floor and one CO detector.
83. Optional Roughed-in Security System.
84. Structured wiring for Bell and cable wired to "Open House" box.
85. Pre-wired for television – 4 cable TV outlets; 4 telephone rough-in locations. (Cable & telephones wired in family room / great room / bedrooms).
86. Interior light fixtures through out including all bedrooms.
87. Family room / Great room and Living rooms to have controlled wall outlets.
88. Ceiling mounted light fixtures.
89. Three (3) electrical ceiling outlets (110 Volts) in each garage. Two in ceiling for each future garage door opener and the second on the wall for general use and future central vacuum power.
90. Thermostat to be centrally located on main floor.
91. High-efficiency gas fired hot water heater, on rental basis, complete with electronic ignition power vented to exterior.
92. Ducting installed for future air conditioning.

WARRANTY

The Ontario New Home Warranty Program (ONHWP / TARION) will back Silver Stream Homes to include the following warranties:

- Free from major structural defects for seven years.
- Free from defects in workmanship for two years on electrical, plumbing, heating, distribution systems and all exterior cladding, caulking and doors.
- Homes will be professionally duct cleaned prior to handover to customers.
- The home is free from defects in workmanship and materials for 1 year.
- Specifications are subject to change without notice. E&OE, February 2006.
- All plans, elevations, specifications and dimensions are subject to modification and change from time to time by the vendor according to the Ontario Building Code (OBC), Town of Richmond hill, Architectural Review Committee and Municipal Zoning Bylaw requirements.
- All windows, openings, front, side and rear set-backs are specified and governed by the Architectural control by-laws of ~~Vaughan~~ RICHMOND HILL.

Abbreviations used:

ID Interior Designer
CO Carbon Monoxide
OBC Ontario Building Code
GFI Ground Fault Interrupter
ONHWP Ontario New Home Warranty Program

SILVER STREAMS HOMES
SCHEDULE "D" – ELEVATION and EXTRAS

Lot #: 20 Plan#: ____ Model: Serenade PH. 3 Elevation: A

The following items are to be included in the construction of the Dwelling and added to the Purchase Price. Extras are payable in advance, at the time of ordering. If an extra or upgrade paid for by the Purchaser is omitted by the Vendor for any reason, the Purchaser shall be credited with the amount which the Purchaser was charged for it and this credit shall be the limit of the Vendor's liability.

Product Code	Description	Cost
	10 FT Ceilings on main Floor	
	Smooth Ceiling through out the main	
	Floor	
	Hard wood Flooring through out	
	upgraded kitchen cabinetry in maple, with	
	Crown moulding light Valance, pots and	
	pans Drawer 20 as Standard.	
	upgraded Built in kitchen cabinetry	
	2nd upgrade wrough Iron railings	
	Gas Built in cook top with extra cabinet	
	under the cook top	
	Built IN oven tower	
	Granit Counter top in kitchen	
	marbel counter top in all washrooms	
	Central Air Conditioner	
	Ashphalt on Drive way	
	5½ baseboard & upgraded door trim	long doors
	20 pot lights	
	Built IN Stain less Steel kitchen Aid fridge	, microwave
	oven & Dish washer the same as model	
	wafel ceiling in living room with 10 pot	lights $5000
	some changes in the Floor plan	

SILVER STREAMS HOMES
SCHEDULE "E" - AGREEMENT CONDITIONAL ON FINANCING

1. This Agreement is conditional on the Purchaser obtaining suitable mortgage financing from a lending institution to complete this Agreement within ~~10~~ 7 ~~banking~~ days of the acceptance of this Agreement by the Vendor.

   For the purposes of this Schedule:

   (a) "suitable mortgage financing" means a first mortgage for any term of 6 months or longer, for a principal sum that does not exceed $ ____________________ and an interest rate that does not exceed (___________) per cent per year, calculated half-yearly, not in advance, and amortized over a time period that does not exceed 25 years.

   (b) "lending institution" means a Canadian chartered bank, trust company, savings and loan company, or credit union, having an office in Ontario.

   (c) "banking day" means all days excluding Saturdays, Sundays, public holidays or days when any one of the 6 largest Chartered Banks is not open for business.

2. This condition is for the sole benefit of the Purchaser, and may be waived by the Purchaser at any time by notice in writing.

3. The Purchaser is not entitled to terminate this Agreement without liability pursuant to this condition unless the Purchaser delivers a notice in writing no later than eleven (11) banking days after the date of this Agreement stating that the Agreement is to terminate without liability because suitable mortgage financing is not available accompanied by a letter from the financial institution confirming that financing as required by this Schedule is not available.

4. If the Purchaser does not deliver a notice as specified within the time specified, then the condition in this Schedule is deemed to be waived.

SILVER STREAMS HOMES
SCHEDULE "F" - AGREEMENT CONDITIONAL ON SOLICITOR'S APPROVAL

1. This Agreement is conditional upon approval by the Purchaser's Solicitor of the terms of this Agreement by the 12 day of Feb, 2002 (hereinafter the "Condition Expiry Date") failing which this Agreement will become null and void and the Purchaser's deposit(s) will be returned to Purchaser in full without penalty or interest, and neither party will have any claim against the other or the agent.
2. This condition is for the sole benefit of the Purchaser and may be waived by the Purchaser prior to the expiry of the Condition Expiry Period by giving notice to the Vendor in writing.
3. The Purchaser is not entitled to terminate this Agreement without liability pursuant to this condition unless the Purchaser delivers a notice in writing no later than the Condition Expiry Date stating that the Agreement is to terminate without liability because the Purchaser has not obtained approval by the Purchaser's Solicitor of the terms of this Agreement.
4. In the event that the Purchaser does not deliver a notice or the Vendor does not receive said notice on or before the Condition Expiry Date then the condition contained within this Schedule will be deemed to be waived by the Purchaser and the Agreement of Purchase and Sale shall become firm and binding.

J.K

TARION
PROTECTING ONTARIO'S NEW HOME BUYERS

Freehold Form
(Tentative Closing Date)

Property lot 20 Puccini

Statement Of Critical Dates
Delayed Closing Warranty

This Statement of Critical Dates forms part of the Addendum to which it is attached, which in turn forms part of the agreement of purchase and sale between the Vendor and the Purchaser relating to the Property. The Vendor must complete all blanks set out below.

NOTE TO HOME BUYERS: *Please visit Tarion's website: www.tarion.com for important information about all Tarion's warranties including the Delayed Closing Warranty, the Pre-Delivery Inspection and other matters of interest to new home buyers. You can also obtain a copy of the Homeowner Information Package which is strongly recommended as essential reading for all home buyers. The website features a calculator which will assist you in confirming the various Critical Dates related to the closing of your purchase.*

Note that the dates marked with ® are not firm dates, but rather reflect the latest date the event in question could occur. Each of these dates may be set earlier than the date shown, as described below and explained in more detail in the Addendum. When a Second Tentative Closing Date, a Firm Closing Date or a Delayed Closing Date is formally set, some or all of the subsequent dates may change as well. The Purchaser should consult Tarion's website, and the Addendum, for further information on how to calculate revised Critical Dates.

VENDOR Silver Stream Homes
Full Name(s)

PURCHASER KHAN AHMD, A JALIL
Full Name(s)

1. Critical Dates

The First Tentative Closing Date, which is the date that the Vendor anticipates the home will be completed and ready to move in, is: the 30 day of Oct, 2012.

A Second Tentative Closing Date can subsequently be set by the Vendor by giving proper written notice within the 90-day time period noted in section 2 below. The Second Tentative Closing Date can be up to 120 days after the First Tentative Closing Date, and so could be as late as: the 30 day of Jan, 2013®

The Vendor must set a Firm Closing Date by giving proper written notice within the 90-day time period noted in section 2 below. The Firm Closing Date can be up to 120 days after the Second Tentative Closing Date, and so could be as late as: the 30 day of May, 2013®

If the Vendor cannot close by the Firm Closing Date, then the Purchaser is entitled to delayed closing compensation (see section 9 of the Addendum) and the Vendor must set a Delayed Closing Date.

The Vendor can set a Delayed Closing Date that is up to 365 days after the earlier of the Second Tentative Closing Date and the Firm Closing Date. This Outside Closing Date could be as late as: the 30 day of Oct -, ~~20~~ 2013.®

2. Notice Period For a Closing Delay

Changing a Closing date requires proper written notice. The Vendor, without the Purchaser's consent, can delay Closing twice by up to 120 days each time by setting a Second Tentative Closing Date and then a Firm Closing Date.

Notice of a delay beyond the First Tentative Closing Date must be given no later than: (i.e., 90 days before the First Tentative Closing Date), or else the First Tentative Closing Date becomes the Firm Closing Date. the 30 day of Aug, 2012.

Notice of a second delay in Closing must be given no later than: (i.e., 90 days before the Second Tentative Closing Date), or else the Second Tentative Closing Date becomes the Firm Closing Date. the 30 day of NOV, 2012.

3. Purchaser's Termination Period

If the home is not complete by the Outside Closing Date, and the Vendor and the Purchaser have not otherwise agreed, then the Purchaser can terminate the transaction during a period of 30 days thereafter (the "Purchaser's Termination Period"), which period could end as late as: the ____ day of ____________, 20____.®

If the Purchaser terminates the transaction during the Purchaser's Termination Period, then the Purchaser is entitled to delayed closing compensation and to a full refund of all monies paid plus interest *(see sections 9, 11 and 12 of the Addendum).*

Note: *Anytime a Critical Date is set or changed as permitted in the Addendum, other Critical Dates may change as well. At any given time the parties must refer to the most recent agreement or written notice that sets a Critical Date, and calculate revised Critical Dates using the formulas contained in the Addendum. Critical Dates can also change if there are unavoidable delays (see section 7 of the Addendum).*

Acknowledged this ____ day of ______________, 20____.

VENDOR: ____________

PURCHASER: ____________

TARION
PROTECTING ONTARIO'S NEW HOME BUYERS

Freehold Form
(Tentative Closing Date)

Addendum to Agreement of Purchase and Sale
Delayed Closing Warranty

This addendum, including the accompanying Statement of Critical Dates (the "**Addendum**"), forms part of the agreement of purchase and sale (the "**Purchase Agreement**") between the Vendor and the Purchaser relating to the Property. It contains important provisions that are part of the delayed closing warranty provided by the Vendor in accordance with the *Ontario New Home Warranties Plan Act* (the "*Act*"). If there are any differences between the provisions in the Addendum and the Purchase Agreement, then the Addendum provisions shall prevail. PRIOR TO SIGNING THE PURCHASE AGREEMENT OR ANY AMENDMENT TO IT, THE PURCHASER SHOULD SEEK ADVICE FROM A LAWYER WITH RESPECT TO THE PURCHASE AGREEMENT OR AMENDING AGREEMENT, THE ADDENDUM AND THE DELAYED CLOSING WARRANTY.

The Vendor shall complete all blanks set out below.

VENDOR
Full Name(s): Silver stream Homes
Tarion Registration Number: 34331
Address:
Phone:
City:
Province:
Postal Code:
Fax:
Email:

PURCHASER
Full Name(s): Khan AHMD., A JAlil
Address: 70 Jefferson Forest Dr.
Phone: 905-737-3908
City: Richmond Hill
Province: ONT
Postal Code: L4E 4J4
Fax:
Email:

PROPERTY DESCRIPTION
Municipal Address: lot 20 puccini.
City: Richmond. Hil
Province: ONT
Postal Code:
Short Legal Description: Plan # 19TR98004.

INFORMATION REGARDING THE PROPERTY

The Vendor confirms that:

(a) The Property is within a plan of subdivision or a proposed plan of subdivision. ☑ Yes ○ No
If yes, the plan of subdivision is registered. ○ Yes ☑ No
If the plan of subdivision is not registered, approval of the draft plan of subdivision has been given. ☑ Yes ○ No

(b) The Vendor has received confirmation from the relevant government authorities that there is sufficient:
(i) water capacity, and (ii) sewage capacity to service the Property. ☑ Yes ○ No
If yes, the nature of the confirmation is as follows:

If the availability of water and sewage capacity is uncertain, the issues to be resolved are as follows:

(c) A building permit has been issued with respect to the Property. ○ Yes ☑ No

(d) Commencement of Construction: ○ has occurred; or ○ is expected to occur by the 30th day of Oct, 2012.
The Vendor shall give written notice to the Purchaser within 10 days after the actual date of Commencement of Construction.

TARION
PROTECTING ONTARIO'S NEW HOME BUYERS

Freehold Form (Tentative Closing Date)

1. Definitions

"Business Day" means any day other than: Saturday; Sunday; New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any special holiday proclaimed by the Governor General or the Lieutenant Governor; and where New Year's Day, Canada Day or Remembrance Day falls on a Saturday or Sunday, the following Monday is not a Business Day, and where Christmas Day falls on a Saturday or Sunday, the following Monday and Tuesday are not Business Days; and where Christmas Day falls on a Friday, the following Monday is not a Business Day.

"Closing" means the completion of the sale of the Property and "Close" has a corresponding meaning.

"Commencement of Construction" means the commencement of construction of foundation components or elements (such as footings, rafts or piles) for the home.

"Critical Dates" means the First Tentative Closing Date, the Second Tentative Closing Date, the Firm Closing Date, the Delayed Closing Date, the Outside Closing Date, and the last day of the Purchaser's Termination Period.

"Delayed Closing Date" means the date on which the Vendor agrees to Close, in the event the Vendor cannot close on the Firm Closing Date, as set in accordance with section 6.

"Early Termination Conditions" means the types of conditions listed in Schedule A.

"Firm Closing Date" means the firm date on which the Vendor agrees to Close, as set in accordance with this Addendum.

"First Tentative Closing Date" means the date on which the Vendor, at the time of signing the Purchase Agreement, anticipates that it will be able to Close, as set out in the Statement of Critical Dates.

"Outside Closing Date" means the latest date that the Vendor can set as a Delayed Closing Date before the Purchaser's right to terminate the Purchase Agreement for delay arises, calculated in accordance with paragraph 11(b).

"Purchaser's Termination Period" means the 30-day period during which the Purchaser may terminate the Purchase Agreement for delay, in accordance with paragraph 11(b).

"Second Tentative Closing Date" means the updated estimated date (if applicable) that the Vendor anticipates that it will be able to Close, as set in accordance with section 3.

"Statement of Critical Dates" means the Statement of Critical Dates attached to or accompanying this Addendum (in form to be determined by the Tarion Registrar from time to time). The Statement of Critical Dates must be signed by both the Vendor and Purchaser.

"The *Act*" means the *Ontario New Home Warranties Plan Act* including regulations, as amended from time to time.

"Unavoidable Delay" means an event which delays Closing which is a strike, fire, explosion, flood, act of God, civil insurrection, act of war, act of terrorism or pandemic, plus any period of delay directly caused by the event, which are beyond the reasonable control of the Vendor and are not caused or contributed to by the fault of the Vendor.

"Unavoidable Delay Period" means the number of days between the Purchaser's receipt of written notice of the commencement of the Unavoidable Delay, as required by paragraph 7(b), and the date on which the Unavoidable Delay concludes.

2. Early Termination – Conditions

(a) The Vendor and Purchaser may include conditions in the Purchase Agreement that, if not satisfied, give rise to early termination of the Purchase Agreement, but only in the limited way described in this section.

(b) The Vendor is not permitted to include any conditions in the Purchase Agreement other than: the types of Early Termination Conditions listed in Schedule A; and/or the conditions referred to in paragraphs 2(i), (j) and (k) below. Any other condition included in a Purchase Agreement for the benefit of the Vendor that is not expressly permitted under Schedule A or paragraphs 2(i) or (j), is deemed null and void and is not enforceable by the Vendor, but does not affect the validity of the balance of the Purchase Agreement.

(c) The Vendor confirms that:

(i) This Purchase Agreement is subject to Early Termination Conditions that, if not satisfied (or waived, if applicable), will result in the automatic termination of the Purchase Agreement. ○ Yes ○ No

(ii) If yes, the Early Termination Conditions are as follows. The obligation of each of the Purchaser and Vendor to complete this purchase and sale transaction is subject to satisfaction (or waiver, if applicable) of the following conditions:

Condition #1 (if applicable)

Description of the Early Termination Condition: ____________________

____

The Approving Authority (as that term is defined in Schedule A) is: ____________________

____

The date by which Condition #1 is to be satisfied is the __________ day of ______________, 20_____.

Condition #2 (if applicable)

Description of the Early Termination Condition: ____________________

____

The Approving Authority (as that term is defined in Schedule A) is: ____________________

____

The date by which Condition #2 is to be satisfied is the __________ day of ______________, 20_____.

The date for satisfaction of any Early Termination Condition cannot be later than 90 days before the First Tentative Closing Date, and will be deemed to be 90 days before the First Tentative Closing Date if no date is specified or if the date specified is later than 90 days before the First Tentative Closing Date. This time limitation does not apply to the condition in subparagraph 1(b)(ii) of Schedule A which must be satisfied or waived by the Vendor within 60 days following signing of the Purchase Agreement.

Note: The parties must add additional pages as an appendix to this Addendum if there are additional Early Termination Conditions.

(d) There are no Early Termination Conditions applicable to this Purchase Agreement other than those identified in subparagraph 2(c)(ii) and any appendix listing additional Early Termination Conditions.

(e) The Vendor agrees to take all commercially reasonable steps within its power to satisfy the Early Termination Conditions listed in subparagraph 2(c)(ii).

(f) For conditions under paragraph 1(a) of Schedule A the following applies:

(i) conditions in paragraph 1(a) of Schedule A may not be waived by either party;

(ii) the Vendor shall provide written notice not later than five (5) Business Days after the date specified for satisfaction of a condition that (A) the condition has been satisfied; or (B) the condition has not been satisfied (together with reasonable details and backup materials) and that as a result the Purchase Agreement is terminated; and

(iii) if notice is not provided as required by subparagraph (ii) above, then the condition is deemed not satisfied and the Purchase Agreement is terminated.

2. Early Termination – Conditions (continued)

(g) For conditions under paragraph 1(b) of Schedule A the following applies:

(i) conditions in paragraph 1(b) of Schedule A may be waived by the Vendor;

(ii) the Vendor shall provide written notice on or before the date specified for satisfaction of the condition that (A) the condition has been satisfied or waived; or (B) the condition has not been satisfied nor waived and that as a result the Purchase Agreement is terminated; and

(iii) if notice is not provided as required by subparagraph (ii) above then the condition is deemed satisfied or waived and the Purchase Agreement will continue to be binding on both parties.

(h) If a Purchase Agreement or proposed Purchase Agreement contains Early Termination Conditions, the Purchaser has three (3) Business Days after the day of receipt of a true and complete copy of the Purchase Agreement or proposed Purchase Agreement to review the nature of the conditions (preferably with legal counsel). If the Purchaser is not satisfied, in the Purchaser's sole discretion, with the Early Termination Conditions, the Purchaser may revoke the Purchaser's offer as set out in the proposed Purchase Agreement, or terminate the Purchase Agreement, as the case may be, by giving written notice to the Vendor within those three Business Days.

(i) The Purchase Agreement may be conditional until Closing upon compliance with the subdivision control provisions (section 50) of the Planning Act (Ontario), which compliance shall be obtained by the Vendor at its sole expense, on or before Closing.

(j) The Purchaser is cautioned that there may be other conditions in the Purchase Agreement that allow the Vendor to terminate the Purchase Agreement due to the fault of the Purchaser.

(k) The Purchase Agreement may include any condition that is for the sole benefit of the Purchaser and that is agreed to by the Vendor (i.e., the sale of an existing dwelling, Purchaser financing or a basement walkout). The Purchase Agreement may specify that the Purchaser has a right to terminate the Purchase Agreement if any such condition is not met, and may set out the terms on which termination by the Purchaser may be effected.

3. Setting the Tentative Closing Date and the Firm Closing Date

(a) Completing Construction Without Delay: The Vendor shall take all reasonable steps to complete construction of the home on the Property and to Close without delay.

(b) First Tentative Closing Date: The Vendor shall set out, in the Statement of Critical Dates, the First Tentative Closing Date.

(c) Second Tentative Closing Date: The Vendor may choose to set a Second Tentative Closing Date that is no later than 120 days after the First Tentative Closing Date. The Vendor shall give written notice of the Second Tentative Closing Date to the Purchaser no later than 90 days before the First Tentative Closing Date, or else the First Tentative Closing Date shall for all purposes be the Firm Closing Date.

(d) Firm Closing Date: The Vendor shall set a Firm Closing Date, which can be no later than 120 days after the Second Tentative Closing Date or, if a Second Tentative Closing Date is not set, no later than 120 days after the First Tentative Closing Date. If the Vendor elects not to set a Second Tentative Closing Date, the Vendor shall give written notice of the Firm Closing Date to the Purchaser no later than 90 days before the First Tentative Closing Date, or else the First Tentative Closing Date shall for all purposes be the Firm Closing Date. If the Vendor elects to set a Second Tentative Closing Date, the Vendor shall give written notice of the Firm Closing Date to the Purchaser no later than 90 days before the Second Tentative Closing Date, or else the Second Tentative Closing Date shall for all purposes be the Firm Closing Date.

(e) Notice: Any notice given by the Vendor under paragraphs (c) and (d) must set out the Second Tentative Closing Date or Firm Closing Date, as the case may be, and state that the setting of such date may change other future Critical Dates, as applicable, in accordance with the terms of the Addendum.

4. Changing the Firm Closing Date – Three Ways

(a) The Firm Closing Date, once set or deemed to be set in accordance with section 3, can be changed only:

(i) by the mutual written agreement of the Vendor and Purchaser in accordance with section 5;

(ii) by the Vendor setting a Delayed Closing Date in accordance with section 6; or

(iii) as the result of an Unavoidable Delay of which proper written notice is given in accordance with section 7.

(b) If a new Firm Closing Date is set in accordance with section 5 or 7, then the new date is the "Firm Closing Date" for all purposes in this Addendum.

5. Changing Critical Dates – By Mutual Agreement

(a) This Addendum sets out a structure for setting, extending and/or accelerating Closing dates, which cannot be altered contractually except as set out in this section 5 and in paragraph 7(c).

(b) The Vendor and Purchaser may at any time, after signing the Purchase Agreement, mutually agree in writing to accelerate or extend a Firm Closing Date or a Delayed Closing Date in each case to a new specified calendar date. The amendment must comply with the requirements of section 10.

(c) The Vendor and Purchaser may at any time after signing the Purchase Agreement mutually agree in writing to accelerate the First Tentative Closing Date and correspondingly reset all the Critical Dates provided that:

(i) the mutual amendment is signed at least 180 days prior to the First Tentative Closing Date;

(ii) all the Critical Dates including the Outside Closing Date are moved forward by the same number of days (subject to adjustment so that Critical Dates fall on Business Days);

(iii) a new Statement of Critical Dates is signed by both parties at the time the amendment is signed and a copy is provided to the Purchaser; and

(iv) the Purchaser is given a three (3) Business Day period in which to review the amendment after signing and if not satisfied with the amendment may terminate the amendment (but not the balance of the Purchase Agreement), upon written notice to the Vendor within such 3-day period.

Any such amendment must be by mutual agreement and, for greater certainty, neither party has any obligation to enter into such an amendment.

(d) A Vendor is permitted to include a provision in the Purchase Agreement allowing the Vendor a one-time unilateral right to extend a Firm Closing Date or Delayed Closing Date, as the case may be, for one (1) Business Day to avoid the necessity of tender where a Purchaser is not ready to Close on the Firm Closing Date or Delayed Closing Date, as the case may be. Delayed closing compensation will not be payable for such period and the Vendor may not impose any penalty or interest charge upon the Purchaser with respect to such extension.

(e) The Vendor and Purchaser may agree in the Purchase Agreement to any unilateral extension or acceleration rights that are for the benefit of the Purchaser.

6. Changing the Firm Closing Date – By Setting a Delayed Closing Date

(a) If the Vendor cannot Close on the Firm Closing Date and sections 5 and 7 do not apply, the Vendor shall select and give written notice to the Purchaser of a Delayed Closing Date in accordance with this section, and delayed closing compensation is payable in accordance with section 9.

(b) The Delayed Closing Date may be any Business Day after the date the Purchaser receives written notice of the Delayed Closing Date. However, if the Vendor selects a Delayed Closing Date that is more than 365 days after the earlier of: (i) the Firm Closing Date, and (ii) the Second Tentative Closing Date, then the Vendor's written notice setting the Delayed Closing Date shall include a statement explaining that the Purchaser need not accept the full delay and will have the right to terminate the Purchase Agreement after 365 days of delay as described in section 11.

(c) The Vendor shall give written notice to the Purchaser of the Delayed Closing Date as soon as the Vendor knows that it will be unable to Close on the Firm Closing Date, and in any event no later than 10 days before the Firm Closing Date, failing which delayed closing compensation is payable from the date that is 10 days before the Firm Closing Date, in accordance with paragraph 9(c).

(d) If a Delayed Closing Date is set and the Vendor cannot Close on the Delayed Closing Date, the Vendor shall select and give written notice to the Purchaser of a new Delayed Closing Date, unless the delay arises due to Unavoidable Delay under section 7 or is mutually agreed upon under section 5, in which case the requirements of those sections must be met. Paragraphs 6(b) and 6(c) above apply with respect to the setting of the new Delayed Closing Date.

(e) Nothing in this section affects the right of the Purchaser or Vendor to terminate the Purchase Agreement on the bases set out in section 11.

7. Extending Dates – Due to Unavoidable Delay

(a) If Unavoidable Delay occurs, the Vendor may extend Critical Dates by no more than the length of the Unavoidable Delay Period, without the approval of the Purchaser and without the requirement to pay delayed closing compensation in connection with the Unavoidable Delay, provided the requirements of this section are met.

(b) If the Vendor wishes to extend Critical Dates on account of Unavoidable Delay, the Vendor shall provide written notice to the Purchaser setting out a brief description of the Unavoidable Delay, and an estimate of the duration of the delay. Once the Vendor knows or ought reasonably to know that an Unavoidable Delay has commenced, the Vendor shall provide written notice to the Purchaser by the earlier of: 10 days thereafter; and the next Critical Date.

(c) As soon as reasonably possible, and no later than 10 days after the Vendor knows or ought reasonably to know that an Unavoidable Delay has concluded, the Vendor shall provide written notice to the Purchaser setting out a brief description of the Unavoidable Delay, identifying the date of its conclusion, and setting new Critical Dates. The new Critical Dates are calculated by adding to the then next Critical Date the number of days of the Unavoidable Delay Period (the other Critical Dates changing accordingly), provided that the Firm Closing Date or Delayed Closing Date, as the case may be, must be at least 10 days after the day of giving notice unless the parties agree otherwise. Either the Vendor or the Purchaser may request in writing an earlier Firm Closing Date or Delayed Closing Date, and the other party's consent to the earlier date shall not be unreasonably withheld.

(d) If the Vendor fails to give written notice of the conclusion of the Unavoidable Delay in the manner required by paragraph 7(c), the notice is ineffective, the existing Critical Dates are unchanged, and any delayed closing compensation payable under section 9 is payable from the existing Firm Closing Date.

(e) Any notice setting new Critical Dates given by the Vendor under this section must set out the revised next Critical Date and state that the setting of such date may change other future Critical Dates, as applicable, in accordance with the terms of the Addendum.

8. Building Code – Conditions of Occupancy

(a) On or before the date of Closing, the Vendor shall deliver to the Purchaser:
  - (i) where a registered code agency has been appointed for the building or part of the building under the *Building Code Act* (Ontario), a final certificate with respect to the home that contains the prescribed information as required by s. 11(3) of the *Building Code Act*; or
  - (ii) where a registered code agency has not been so appointed, either:
    - (A) an Occupancy Permit (as defined in paragraph (d)) for the home; or
    - (B) a signed written confirmation by the Vendor that: (I) provisional or temporary occupancy of the home has been authorized under Article 1.3.3.1 of Division C of the Building Code; or (II) the conditions for residential occupancy of the home as set out in s. 11 of the *Building Code Act* or Article 1.3.3.2 of Division C of the Building Code, as the case may be (the "Conditions of Occupancy") have been fulfilled.

(b) Notwithstanding the requirements of paragraph (a), to the extent that the Purchaser and the Vendor agree that the Purchaser shall be responsible for certain Conditions of Occupancy (the "Purchaser Obligations"):
  - (i) the Purchaser may not refuse to Close on the basis that the Purchaser Obligations have not been completed;
  - (ii) the Vendor shall deliver to the Purchaser, upon fulfilling the Conditions of Occupancy (other than the Purchaser Obligations), a signed written confirmation that the Vendor has fulfilled such Conditions of Occupancy; and
  - (iii) if the Purchaser and Vendor have agreed that the Conditions of Occupancy (other than the Purchaser Obligations) are to be fulfilled prior to Closing, then the Vendor shall provide the signed written confirmation required by subparagraph (ii) on or before the date of Closing.

(c) If the Vendor cannot satisfy the requirements of paragraph (a) or subparagraph (b)(iii), the Vendor shall set a Delayed Closing Date (or new Delayed Closing Date) on a date that the Vendor reasonably expects to have satisfied the requirements of paragraph (a) or subparagraph (b)(iii), as the case may be. In setting the Delayed Closing Date (or new Delayed Closing Date), the Vendor shall comply with the requirements of section 6, and delayed closing compensation shall be payable in accordance with section 9. Despite the foregoing, delayed closing compensation shall not be payable for a delay under this paragraph (c) if the inability to satisfy the requirements of subparagraph (b)(iii) is because the Purchaser has failed to satisfy the Purchaser Obligations.

(d) For the purposes of this section, an "Occupancy Permit" means any written document, however styled, whether final, provisional or temporary, provided by the chief building official (as defined in the *Building Code Act*) or a person designated by the chief building official, that evidences the fact that authority to occupy the home has been granted.

9. Delayed Closing Compensation

(a) The Vendor warrants to the Purchaser that, if the Closing is delayed beyond the Firm Closing Date (other than by mutual agreement or as a result of Unavoidable Delay as permitted under sections 5 or 7), then the Vendor shall compensate the Purchaser for all costs incurred by the Purchaser as a result of the delay up to a total amount of $7,500, which amount includes payment to the Purchaser of $150 a day for living expenses for each day of delay until the date of Closing or the date of termination of the Purchase Agreement, as applicable under paragraph (b).

(b) Delayed closing compensation is payable only if: (i) Closing occurs; or (ii) the Purchase Agreement is terminated or deemed to have been terminated under paragraphs 11(b), (c) or (e) of this Addendum. Delayed closing compensation is payable only if the Purchaser's claim is made to Tarion in writing within one (1) year after Closing, or after termination of the Purchase Agreement, as the case may be, and otherwise in accordance with this Addendum. Compensation claims are subject to any further conditions set out in the *Act*.

(c) If the Vendor gives written notice of a Delayed Closing Date to the Purchaser less than 10 days before the Firm Closing Date, contrary to the requirements of paragraph 6(c), then delayed closing compensation is payable from the date that is 10 days before the Firm Closing Date.

(d) If the Vendor gives written notice of a Delayed Closing Date to the Purchaser more than 90 days before the First Tentative Closing Date instead of setting a Second Tentative Closing Date under section 3, then delayed closing compensation is payable from the date that is 240 days after the First Tentative Closing Date. Similarly, if the Vendor gives written notice of a Delayed Closing Date to the Purchaser more than 90 days before the Second Tentative Closing Date instead of setting a Firm Closing Date under section 3, delayed closing compensation is payable from the date that is 120 days after the Second Tentative Closing Date.

(e) Living expenses are direct living costs such as for accommodation and meals. Receipts are not required in support of a claim for living expenses, as a set daily amount of $150 per day is payable. The Purchaser must provide receipts in support of any claim for other delayed closing compensation, such as for moving and storage costs. Submission of false receipts disentitles the Purchaser to any delayed closing compensation in connection with a claim.

(f) If delayed closing compensation is payable, the Purchaser may make a claim to the Vendor for that compensation within 180 days after Closing and shall include all receipts (apart from living expenses) which evidence any part of the Purchaser's claim. The Vendor shall assess the Purchaser's claim by determining the amount of delayed closing compensation payable based on the rules set out in section 9 and the receipts provided by the Purchaser, and the Vendor shall promptly provide that assessment information to the Purchaser. The Purchaser and the Vendor shall use reasonable efforts to settle the claim and when the claim is settled, the Vendor shall prepare an acknowledgement signed by both parties which:
  - (i) includes the Vendor's assessment of the delayed closing compensation payable;
  - (ii) describes in reasonable detail the cash amount, goods, services or other consideration which the Purchaser accepts as compensation (the "Compensation"), if any; and
  - (iii) contains a statement by the Purchaser that the Purchaser accepts the Compensation in full satisfaction of any delayed closing compensation payable by the Vendor.

  A true copy of the acknowledgement (showing clearly the municipal address and enrolment number of the home on the first page) shall be provided to Tarion by the Vendor within 30 days after execution of the acknowledgment by the parties.

(g) If the Vendor and Purchaser cannot agree as contemplated in paragraph 9(f), then to make a claim to Tarion, the Purchaser must file a claim with Tarion in writing within one (1) year after Closing. A claim may also be made and the same rules apply if the sales transaction is terminated under paragraphs 11(b), (c) or (e), in which case the deadline is 180 days after termination for a claim to the Vendor and one (1) year after termination for a claim to Tarion.

10. Changes to Critical Dates

(a) Whenever the parties by mutual agreement extend or accelerate either the Firm Closing Date or the Delayed Closing Date this section applies.

TARION
PROTECTING ONTARIO'S NEW HOME BUYERS

Freehold Form (Tentative Closing Date)

10. Changes to Critical Dates (continued)

(b) If the change involves acceleration of either the Firm Closing Date or the Delayed Closing Date, then the amending agreement must set out each of the Critical Dates (as changed or confirmed).

(c) If the change involves extending either the Firm Closing Date or the Delayed Closing Date, then the amending agreement shall:

(i) disclose to the Purchaser that the signing of the amendment may result in the loss of delayed closing compensation as described in section 9 above;

(ii) unless there is an express waiver of compensation, describe in reasonable detail the cash amount, goods, services or other consideration which the Purchaser accepts as compensation (the "Compensation"); and

(iii) contain a statement by the Purchaser that the Purchaser waives compensation or accepts the above-noted Compensation, in either case, in full satisfaction of any delayed closing compensation payable by the Vendor for the period up to the new Firm Closing Date or Delayed Closing Date.

(d) If the Purchaser for his or her own purposes requests a change of date or dates, then paragraph 10(c) shall not apply.

11. Termination of the Purchase Agreement

(a) The Vendor and the Purchaser may terminate the Purchase Agreement by mutual written consent, such written consent to be given at the time of the termination.

(b) If for any reason (other than breach of contract by the Purchaser) Closing has not occurred within 365 days after the earlier of: (i) the Firm Closing Date, and (ii) the Second Tentative Closing Date, the Purchaser has 30 days to terminate the Purchase Agreement by written notice to the Vendor. If the Purchaser does not provide written notice of termination, then the Delayed Closing Date shall be the date set by the Vendor under paragraph 6(b).

(c) If: calendar dates for the applicable Critical Dates are not inserted in the Statement of Critical Dates; or if any date for Closing is expressed in the Purchase Agreement or in any other document to be subject to change depending upon the happening of an event (other than as permitted in this Addendum), then the Purchaser may terminate the Purchase Agreement by written notice to the Vendor.

(d) The Purchase Agreement may be terminated in accordance with the requirements of section 2.

(e) Nothing in this Addendum derogates from any right of termination that either the Purchaser or the Vendor may have at law or in equity on the basis of, for example, frustration of contract or fundamental breach of contract.

(f) Except as permitted in this section, the Purchase Agreement may not be terminated by reason of delay in Closing alone.

12. Return of Monies Paid on Termination

(a) If the Purchase Agreement is terminated (other than as a result of breach of contract by the Purchaser), the Vendor shall return all monies paid by the Purchaser including deposit(s) and monies for upgrades and extras within 10 days of such termination, with interest from the date each amount was paid to the Vendor to the date of return to the Purchaser. The Purchaser cannot be compelled by the Vendor to execute a release of the Vendor and/or a termination agreement as a prerequisite to obtaining the return of monies payable as a result of termination of the Purchase Agreement under this paragraph.

(b) The rate of interest payable on the Purchaser's monies is 2% less than the minimum rate at which the Bank of Canada makes short-term advances to members of the Canada Payments Association, as of the date of termination of the Purchase Agreement.

(c) Notwithstanding paragraphs 12(a) and (b), if either party initiates legal proceedings to contest termination of the Purchase Agreement or the return of monies paid by the Purchaser, and obtains a legal determination, such amounts and interest shall be payable as determined in those proceedings.

13. Disputes Regarding Termination

(a) The Vendor and Purchaser agree that disputes arising between them relating to termination of the Purchase Agreement under section 11 shall be submitted to arbitration in accordance with the *Arbitration Act, 1991* (Ontario) and subsection 17(4) of the *Act*.

(b) The parties agree that the arbitrator shall have the power and discretion, on motion by the Vendor or Purchaser or any other interested party, or of the arbitrator's own motion, to consolidate multiple arbitration proceedings on the basis that they raise one or more common issues of fact or law that can more efficiently be addressed in a single proceeding. The arbitrator has the power and discretion to prescribe whatever procedures are useful or necessary to adjudicate the common issues in the consolidated proceedings in the most just and expeditious manner possible. The *Arbitration Act, 1991* (Ontario) applies to any consolidation of multiple arbitration proceedings.

(c) The Vendor shall pay the costs of the arbitration proceedings and the Purchaser's reasonable legal expenses in connection with the proceedings unless the arbitrator for just cause orders otherwise.

(d) The parties agree to cooperate so that the arbitration proceedings are conducted as expeditiously as possible, and agree that the arbitrator may impose such time limits or other procedural requirements, consistent with the requirements of the *Arbitration Act, 1991* (Ontario), as may be required to complete the proceedings as quickly as reasonably possible.

(e) The arbitrator may grant any form of relief permitted by the *Arbitration Act, 1991* (Ontario), whether or not the arbitrator concludes that the Purchase Agreement may properly be terminated.

14. Addendum Prevails

The Addendum forms part of the Purchase Agreement. The Vendor and Purchaser agree that they shall not include any provision in the Purchase Agreement or any amendment to the Purchase Agreement or any other document (or indirectly do so through replacement of the Purchase Agreement) that derogates from, conflicts with or is inconsistent with the provisions of this Addendum, except where this Addendum expressly permits the parties to agree or consent to an alternative arrangement. The provisions of this Addendum prevail over any such provision.

15. Time Periods, and How Notice Must Be Sent

(a) Any written notice required under this Addendum may be given personally or sent by email, fax, courier or registered mail to the Purchaser or the Vendor at the address/contact numbers identified on page 2 or replacement address/contact numbers as provided in paragraph (c) below. Notices may also be sent to the solicitor for each party if necessary contact information is provided, but notices in all events must be sent to the Purchaser and Vendor, as applicable.

(b) Written notice given by one of the means identified in paragraph (a) is deemed to be given and received: on the date of delivery or transmission, if given personally or sent by email or fax (or the next Business Day if the date of delivery or transmission is not a Business Day); on the second Business Day following the date of sending by courier; or on the fifth Business Day following the date of sending, if sent by registered mail. If a postal stoppage or interruption occurs, notices shall not be sent by registered mail, and any notice sent by registered mail within 5 Business Days prior to the commencement of the postal stoppage or interruption must be re-sent by another means in order to be effective. For purposes of this paragraph 15(b), Business Day includes Remembrance Day, if it falls on a day other than Saturday or Sunday, and Easter Monday.

(c) If either party wishes to receive written notice under this Addendum at an address/contact number other than those identified on page 2, the party shall send written notice of the change of address/contact number to the other party.

(d) Time periods within which or following which any act is to be done shall be calculated by excluding the day of delivery or transmission and including the day on which the period ends.

(e) Time periods shall be calculated using calendar days including Business Days but subject to paragraphs (f), (g) and (h) below.

(f) Where the time for making a claim under this Addendum expires on a day that is not a Business Day, the claim may be made on the next Business Day.

(g) Prior notice periods that begin on a day that is not a Business Day shall begin on the next earlier Business Day except that notices may be sent and/or received on Remembrance Day, if it falls on a day other than Saturday or Sunday, or Easter Monday.

(h) Every Critical Date must occur on a Business Day. If the Vendor sets a Critical Date that occurs on a date other than a Business Day, the Critical Date is deemed to be the next Business Day.

508

SCHEDULE A
Types of Permitted Early Termination Conditions
(Section 2)

1. The Vendor of a freehold home is permitted to make the Purchase Agreement conditional as follows:

(a) upon receipt of Approval from an Approving Authority for:

(i) a change to the official plan, other governmental development plan or zoning by-law (including a minor variance);

(ii) a consent to creation of a lot(s) or part-lot(s);

(iii) a certificate of water potability or other measure relating to domestic water supply to the home;

(iv) a certificate of approval of septic system or other measure relating to waste disposal from the home;

(v) completion of hard services for the property or surrounding area (i.e., roads, rail crossings, water lines, sewage lines, other utilities);

(vi) allocation of domestic water or storm or sanitary sewage capacity;

(vii) easements or similar rights serving the property or surrounding area;

(viii) site plan agreements, density agreements, shared facilities agreements or other development agreements with Approving Authorities or nearby landowners, and/or any development Approvals required from an Approving Authority; and/or

(ix) site plans, plans, elevations and/or specifications under architectural controls imposed by an Approving Authority.

The above-noted conditions are for the benefit of both the Vendor and the Purchaser and cannot be waived by either party.

(b) upon:

(i) receipt of Approval from an Approving Authority for a basement walkout; and/or

(ii) confirmation by the Vendor that it is satisfied the Purchaser has the financial resources to complete the transaction.

The above-noted conditions are for the benefit of the Vendor and may be waived by the Vendor in its sole discretion.

2. The following definitions apply in this Schedule:

"Approval" means an approval, consent or permission (in final form not subject to appeal) from an Approving Authority and may include completion of necessary agreements (i.e., site plan agreement) to allow lawful access to and use and occupancy of the property for its intended residential purpose.

"Approving Authority" means a government (federal, provincial or municipal), governmental agency, Crown corporation or quasi-governmental authority (a privately operated organization exercising authority delegated by legislation or a government).

3. Each condition must:

(a) be set out separately;

(b) be reasonably specific as to the type of Approval which is needed for the transaction; and

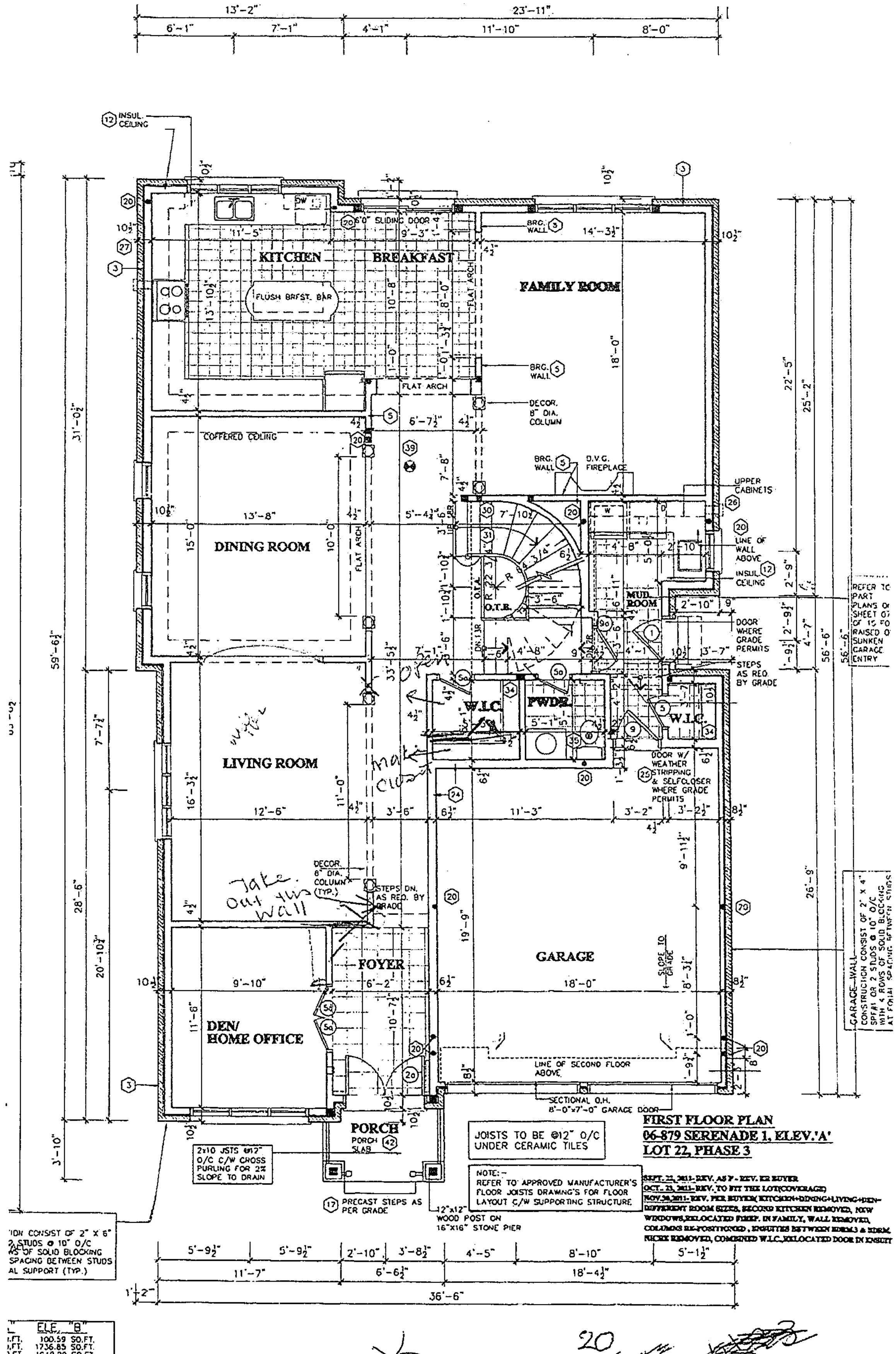
(c) identify the Approving Authority by reference to the level of government and/or the identity of the governmental agency, Crown corporation or quasi-governmental authority.

4. For greater certainty, the Vendor is not permitted to make the Purchase Agreement conditional upon:

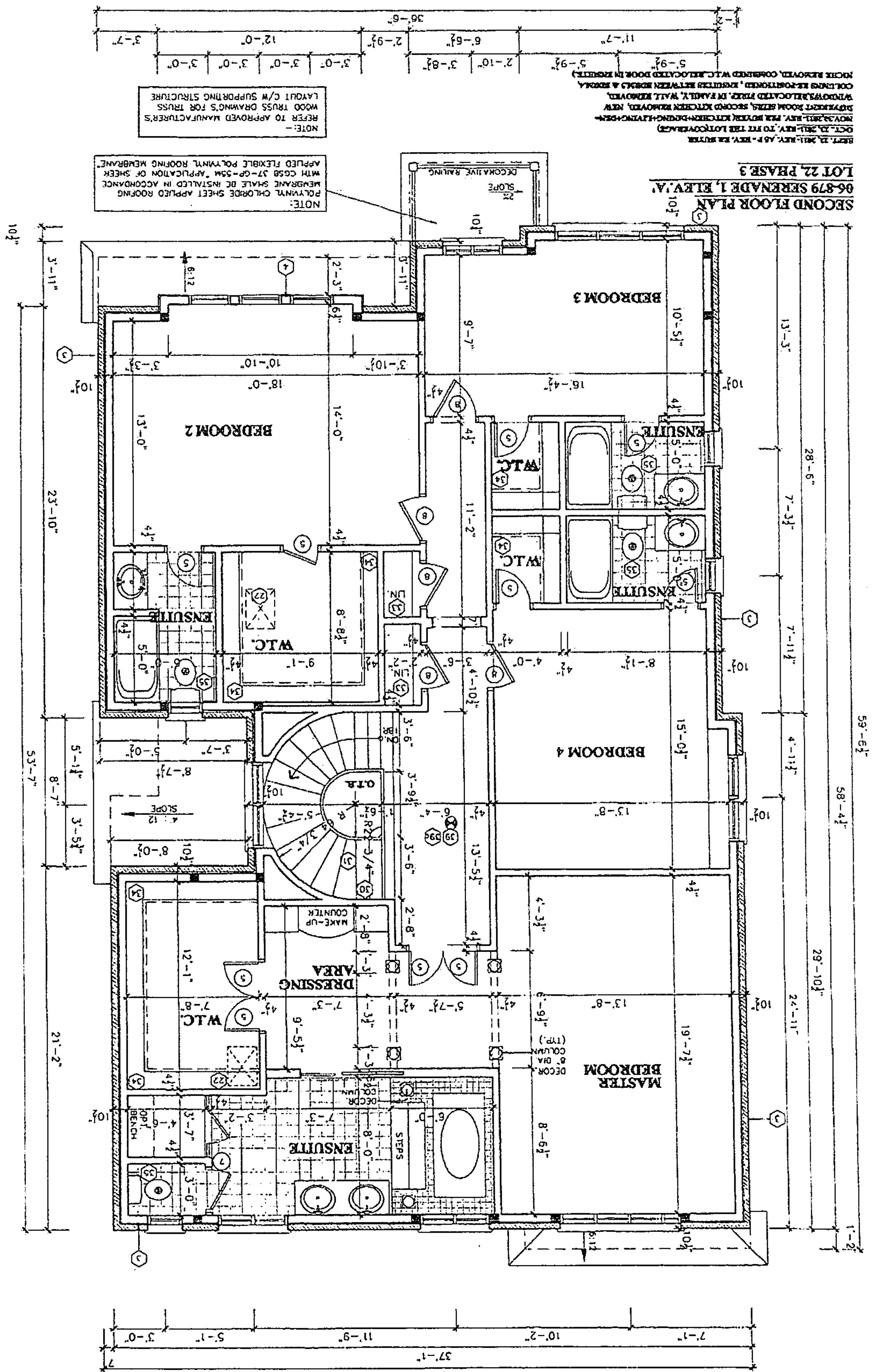
(a) receipt of a building permit;

(b) receipt of an occupancy permit; and/or

(c) completion of the home.

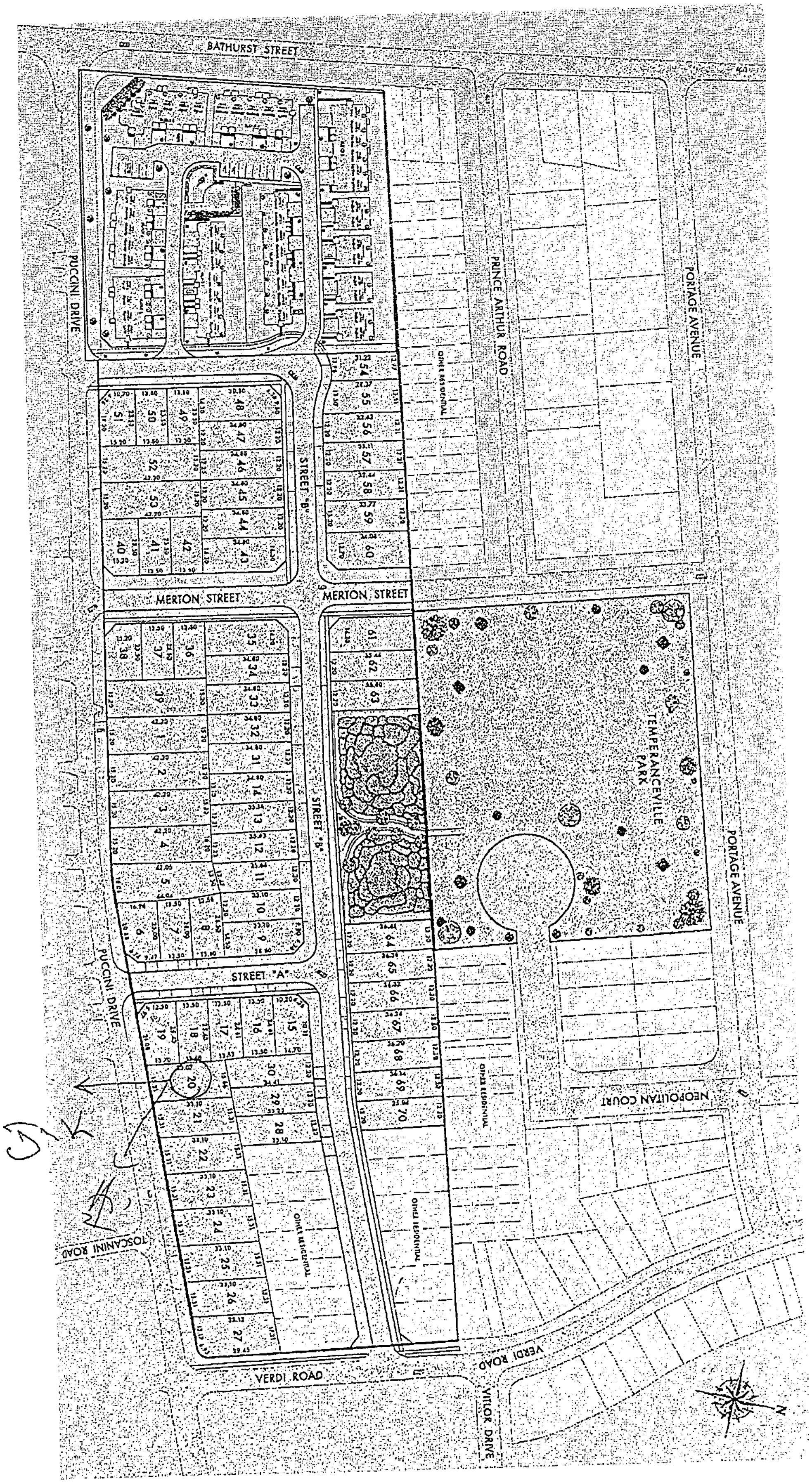


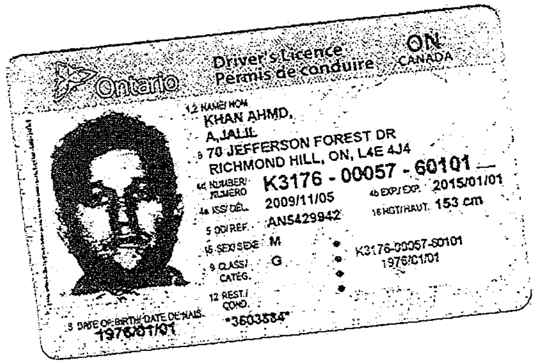
LOT # 20
PH: 3. REVISION


SECOND FLOOR PLAN
06-879 SERENADE 1, ELEV.'A'
LOT 22, PHASE 3
BEDROOM 2
BEDROOM 3
BEDROOM 4
MASTER BEDROOM
ENSUITE
W.I.C.
DRESSING AREA

J-K

lot 20


BATHURST STREET
PUCCINI DRIVE
PRINCE ARTHUR ROAD
PORTAGE AVENUE
MERTON STREET
STREET "B"
STREET "A"
TEMPERANCEVILLE PARK
NEOPOLITAN COURT
TOSCANINI ROAD
VERDI ROAD
VILLOR DRIVE


Ontario
Driver's Licence
Permis de conduire
ON
CANADA
1,2 NAME/ NOM
KHAN AHMD,
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8 70 JEFFERSON FOREST DR
RICHMOND HILL, ON, L4E 4J4
4d NUMBER/ NUMÉRO K3176 - 00057 - 60101
4b EXP/ EXP. 2015/01/01
4a ISS/ DÉL. 2009/11/05
16 HGT/ HAUT. 153 cm
5 DD/ RÉF. AN5429942
15 SEX/ SEXE M
9 CLASS/ CATÉG. G
K3176-00057-60101
1976/01/01
12 REST./ COND.
3 DATE OF BIRTH/ DATE DE NAIS. 1976/01/01
"3603584"

THIS IS EXHIBIT "X" TO

THE AFFIDAVIT OF IMRAN JINNAH

SWORN BEFORE ME THIS 11TH

DAY OF DECEMBER, 2013.

A Commissioner etc.

SILVER STREAMS HOMES (PUCCINI) INC.
AGREEMENT OF PURCHASE AND SALE

The undersigned Purchaser(s) (the "Purchaser") hereby agrees(s) to and with the undersigned vendor (the "Vendor") to purchase the property (the "Real Property") described below, as shown of the attached plan, which includes the house to be constructed thereon (the "Dwelling") together with the features described in this Agreement, on the terms hereinafter set out:

Purchaser: AZIZULLAH, HAYATULLAH D.O.B. (01/01/1978) S.I.N. ______
D M Y

Purchaser: FATANA-RAHMATULLAH D.O.B. (___/___/___) S.I.N. ______
D M Y

Purchaser's Address: 17 ARDEN Valley ST. Richmond Hill

905-508-9705 ______ ______ 416-434-3925 bmscrap@gmail.com
Home Telephone | Business Telephone | Fax | Mobile/Cell | Email

VENDOR: SILVER STREAMS HOMES ( ) INC. 103 Naughton Drive, Richmond Hill, ON, L4C 8B3 Tel No.______ ONHWP Builder No: 34331

DWELLING: Model ID: 3780 Model Name: Serenade Rev. plan NO Porch

Elevation: A Lot/Unit: 23 Block/Bldg: ______ Phase: ______

Plan # ______ Community: symphony

Municipal Address: 64 Puccini Dr. Municipality: Richmond Hill

PURCHASE PRICE: New Price Dollars

($ 980,000 +) 17,854.00 UPGRADES (inc HST) = ~~(997,854~~)

DEPOSITS: The Purchaser agrees to tender on execution of this Agreement the following deposits by way of post-dated cheques made payable to the Vendor in the amounts and on the dates set out below, which deposits shall be held pending completion or other termination of this Agreement and shall be credited on account of the Purchase Price on the Closing Date: New Sale Price - Nine Hundred And Ninety + Kitchen Upgrades = 5,316.65$ (inc Seven Thousand Eight Hundred Fifty...

1st DEPOSIT	AMOUNT	$30,000 HST)	DUE DATE	Feb 1 2012
2nd DEPOSIT	AMOUNT	$20,000	DUE DATE	Apr 1 2012
3rd DEPOSIT	AMOUNT	$20,000	DUE DATE	June 1 2012

New Sale Price = 1,003,170.06 ~~Last Day~~

The Balance of the Purchase Price (subject to the adjustments set out herein) is payable to the Vendor or as it may direct on the Closing Date by certified cheque or bank draft. (including upgrades of 23,170.65 (inc HST))

Closing Date: 31 day of Aug, 2012
(subject to the extenstion provisions of this Agreement)

SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purcahse and Sale: A, B, C, D, E, F, G ______: (Add or delete as required) + 13,560 of additional upgrades —

The Vendor and Purchaser agree that the execution of this Agreement of Purchase and Sale or any amendments thereto or any notice or waiver required to be given pursuant thereto may be delivered by facsimilie and each facsimilie copy shall be deemed to have the same force and effect as an executed original. New Sale Price = 1,016,730.6

UNLESS OTHERWISE SPECIFIED IN THE AGREEMENT, ALL SALES REPRESENTATIVES INVOLVED IN THIS TRANSACTION ARE WORKING FOR THE VENDOR. ORAL REPRESENTATIONS DO NOT FORM PART OF THIS AGREEMENT OF PURCHASE AND SALE.

This Offer shall be irrevocable by the Purchaser until: 5:00 P.M. on the 31 day of Jan, 2012, after which time, if not accepted, this Offer shall become null and void. If accepted, this Offer shall constitute a binding Agreement of Purchase and Sale.

______ | [signature] | Jan-30-12
WITNESS: | Purchaser: | Date

______ | ______ | ______
WITNESS: | Purchaser: | Date

ACCEPTANCE: Silver Streams Homes (Puccini) Inc. hereby accepts the Offer and its terms this 30th day of Jan ~~2010~~ 2012 Silver Streams Homes (Puccini) Inc.
PER: [signature]
Authorized Signing Officer

Vendor's Solicitor:
Jack Greenberg
181 Eglinton Avenue East, Suite 204
Toronto, Ontario, M4P 1J4
Tel:416 485-8833 Fax:416-485-3246
jackgreenberg@greenberglawyers.ca

Purchaser's Solicitor:
______
______
______
Tel:______ Fax:______
E-mail:______

SILVER STREAMS HOMES
SCHEDULE "A" TO AGREEMENT OF PURCHASE AND SALE

DEFINITIONS

1. The following words shall have the following meanings in this Agreement:

"Closing" and "Closing Date" shall mean the closing date set out on the front page of this Agreement as the same may be amended or extended in accordance with the terms of this Agreement.

"Deposit" includes all deposit monies paid or to be paid, pursuant to this Agreement.

"Developer" means any predecessor in title to the Real Property who has entered into obligations with the Municipality for subdivision or servicing of the Real Property or any other party who may otherwise have the right as between it and the Vendor over architectural control of the Dwelling.

"Municipality" means any municipal corporation, whether local or regional including inter alia, the Greater Toronto Services Board, having jurisdiction over the Real Property.

AGREEMENT CONDITIONAL

2. Completion of the within transaction is conditional upon the following:

   (a) all matters with respect to the development of the subdivision being resolved with the Municipality and/or the Region or any other municipal or other body having jurisdiction thereover, to the satisfaction of the Vendor;

   (b) execution and registration of a subdivision agreement with the Municipality and/or Region with respect to the lands on which the Real Property is located; and

   (c) compliance with the subdivision control provisions (section 50) of the *Planning Act, R.S.O. 1990.*

3. In the event that any of the above conditions are not met, then upon notice thereof being given by the Vendor to the Purchaser, this Agreement shall become null and void and the deposit shall be returned to the Purchaser without interest or deduction and all parties shall be relieved of any liability or responsibility whatsoever hereunder.

4. The sitings, plans, elevations and specifications of the Dwelling including architectural details and exterior finishes may be subject to approval by the Developer or the Municipality. If any such required approval is not obtained, the Vendor may in writing terminate this Agreement within ten (10) days of the later of the date of this Agreement or building permit issuance. In that case, the Deposit shall be returned to the Purchaser without interest or deduction and this Agreement shall be at an end.

CLOSING DATE

5. Should the Purchaser request an extension of the Closing Date for any reason, and the Vendor in its sole discretion consents to such an extension to a date acceptable to the Vendor, the Purchaser agrees to pay the Vendor Three Hundred and Ninety-Five Dollars ($395.00) plus GST, as an extension fee. Such extension fee is chargeable for each extension requested by the Purchaser to which the Vendor consents. In addition, the Purchaser agrees to pay a per diem interest charge of 1.5% per month, on the balance of the Purchase Price, excluding occupancy fees, until the closing of the transaction, to be paid on closing as an adjustment on the Statement of Adjustments.

6. The Purchaser shall be required and hereby agrees to complete the Agreement on the Closing Date if all interior work in the Dwelling is sufficiently completed that occupancy of the Dwelling is legally permitted, regardless of the state of completion of the Dwelling, the lot, and of the other lots in the subdivision or the roads or services or amenities within the subdivision. The Purchaser agrees to close the Agreement on the Closing Date without deduction or holdback of any purchase money due on closing, even if the Dwelling and the lot are not fully completed or the services and amenities of the subdivision are not started or are not completed.

7. Extensions of the Closing Date are governed by the Tarion Addendum attached hereto.

8. If any Closing Date herein shall occur on a date when the Land Registry Office where the Property is located is normally closed, the Closing Date herein is extended to the next business day when the Land Registry Office is open. For the purposes of this paragraph a reference to a Land Registry Office is a reference to the Teraview Electronic Registration System.

9. Time is of the essence throughout this Agreement with respect to the obligations of the Vendor and the Purchaser to complete the closing and with respect to all of the other obligations of the Purchaser both before and after the Closing Date. If the Closing Date is changed by the parties or their solicitors or pursuant to the Tarion Addendum, an Amendment, or this Agreement, then each and every change shall be deemed to provide that time is of the essence as set out in this paragraph.

PURCHASE PRICE, DEPOSITS AND ADJUSTMENTS

10. In the event this Agreement is amended for the benefit of the Purchaser whether to induce the Closing of the transaction by giving the Purchaser a credit or reduction against the Purchase Price or otherwise, and the Purchaser fails to complete the transaction, all damages shall be assessed as if such amendment had not been entered into.

~~GST~~ HST

HST

11. The Purchaser acknowledges and agrees that the Purchase Price already includes a component equivalent to the federal goods and services tax exigible with respect to this purchase and sale transaction (the "G.S.T.") less the new housing rebate applicable pursuant to section 254 or section 256.2 of the *Excise Tax Act (Canada) S.C. 1990*, as amended (the "Rebate"). In connection with the Rebate:

   (a) The Purchaser warrants and represents to the Vendor that the Purchaser qualifies for the Rebate, and hereby transfers to the Vendor all of the Purchaser's rights, interests, and entitlement to the Rebate.

   (b) The Purchaser shall execute and deliver to the Vendor, forthwith upon the Vendor's request for same (and in any event on or before the Closing Date) all requisite documents and assurances that the Vendor may reasonably require in order to enable the Vendor to obtain the benefit of the Rebate, including without limitation, the appropriate New Housing Application for Rebate of Goods and Services Tax Form as amended from time to time (the "Rebate Form").

   (c) The Purchaser covenants and agrees to indemnify and save the Vendor harmless from and against any loss, cost, damages, and/or liability (including goods and services tax, plus penalties and interest thereon and any reasonable legal costs in connection therewith) which the Vendor may suffer, incur or be charged with, as a result of the Purchaser's failure to qualify for the Rebate, or as a result of the Purchaser having qualified initially but being subsequently disentitled to the Rebate.

   (d) The Purchaser does not qualify for the Rebate, and/or fails to deliver to the Vendor the Rebate Form duly executed by the Purchaser by the closing Date, then notwithstanding anything contained in this Agreement to the contrary, the Purchaser shall be obliged to pay to the Vendor, by certified cheque delivered on the Closing Date, and as an adjustment an amount equivalent to the Rebate in addition to all other adjustments required by this Agreement.

   (e) It is an act of default by the Purchaser to breach any of his or her obligations under this paragraph.

   (f) If the rate of G.S.T. is altered or the exemptions currently existing are changed between the date of this Agreement and the Closing Date so that the total tax payable by the Vendor is increased or decreased, then the Purchaser shall pay such increase or be credited with the decrease as an adjustment on Closing. The statutory declaration of an officer of the Vendor stating the amount of the alteration and/or the amount of the changed exemption shall be conclusive evidence thereof and shall be binding on the Purchaser.

M. HA

DEPOSIT

12. The Deposit or Deposits paid hereunder are expressly deemed to be deposit monies only, and not partial payments. Default in payment of any amount payable pursuant to this Agreement on the date, or within the time specified, shall constitute substantial default hereunder, and the Vendor shall have the right to terminate this Agreement and to forfeit all deposit monies in full. Without prejudice to the Vendor's rights to forfeiture of deposit monies as aforesaid, and in addition thereto, the Vendor shall have the right to recover from the Purchaser all additional costs, losses and damages arising out of default on the part of the Purchaser pursuant to any provision contained in this Agreement including interest thereon from the date of demand for payment at the rate of twenty (20%) percent per annum, calculated daily, not in advance until paid.

ADJUSTMENTS

13. The Purchase Price shall be increased or adjusted as of Closing and deposits shall be paid on Closing as follows:

(a) the enrolment fee required pursuant to Tarion (formerly the Ontario New Home Warranty Program);

(b) realty taxes, adjusted on the Vendor's reasonable estimate as though the Dwelling were fully completed, the Real Property separately assessed and the taxes paid. (The Purchaser is advised that the Municipality may issue a realty tax bill for supplementary assessment following Closing, which taxes may be in addition to those adjusted with the Vendor, and if relating to the period after Closing, wholly the responsibility of the Purchaser.)

(c) a damage deposit for the Purchaser's covenants contained in paragraphs 30 to 37, in the amount of five hundred dollars ($500) to be refunded to the Purchaser without interest, upon municipal assumption of the subdivision services and the return of any security deposit given by the Vendor to the Developer or the Municipality;

(d) where applicable, an administrative fee of One Hundred and Twenty-Five Dollars ($125.00) for any cheque tendered by the Purchaser pursuant to this Agreement (whether for any deposit payable hereunder or for any extras ordered) which is not paid or honoured by the financial institution of the Purchaser for any reason.

The Closing Date itself shall be apportioned to the Purchaser. The parties agree to readjust any of the above items where appropriate after Closing, forthwith, upon written request. Any monies owing to the Vendor pursuant to such readjustment or as a result of any expenses incurred by the Vendor arising from a breach by the Purchaser of any of the Purchaser's obligations set out in this Agreement shall be payable upon written demand by the Vendor and shall bear interest from the date of written demand at the rate of twenty (20%) percent per annum, calculated daily, and shall be a charge on the Real Property until paid and such charge shall be enforceable in the same manner as a mortgage in default.

CHATTELS AND RETAIL SALES TAX

14. The Purchaser acknowledges that: (a) if rented, the hot water heater and tank and all or part of the furnace and any other equipment identified elsewhere in this Agreement shall not be included in the Purchase Price, and shall remain chattel property; and (b) if there are chattels included in the Purchase Price herein, the allocation of value of such chattels shall be estimated where necessary by the Vendor and retail sales tax may be collected and remitted by the Vendor.

HYDRO, WATER AND GAS

15. The Purchaser agrees to take all necessary steps to assume immediately on Closing, charges for hydro, water and other services, and the Vendor may recover any payments therefore from the Purchaser. Where rentals are available, the Purchaser agrees to execute a rental contract for the hot water heater and tank on or prior to Closing. The Purchaser acknowledges that the Vendor may be unable to supply a hot water heater and tank on a rental basis where the local gas or hot water tank supplier has indicated that it is no longer supplying hot water heaters or tanks on a rental basis.

EXTRAS AND UPGRADES

16. (a) Extras or upgrades shall be paid for in advance and such payment shall not be refunded if this transaction is not completed for any reason.

(b) If an extra or upgrade paid for by the Purchaser is omitted by the Vendor for any reason, the Purchaser shall be credited with the amount which the Purchaser was charged for it and this credit shall be the limit of the Vendor's liability.

(c) The Purchaser acknowledges that the prices for extras and upgrades as shown on the attached Schedules are the Vendor's retail sale prices for such extras that would be charged by the Vendor had such extras not been included in the Purchase Price herein. In the event that the Vendor is willing to permit the Purchaser to delete any such extra or upgrade then the cost of such extra or upgrade which has been deleted shall be credited to the Purchaser on Closing at the Vendor's cost price, the determination of which cost price shall be in the sole discretion of the Vendor, acting reasonably.

(d) In the event the Purchaser performs any work in or about the Dwelling which causes delay in the Vendor's construction operations, the Vendor may require the Purchaser to complete this transaction on the Closing Date herein without holdback of any part of the Purchase Price on the Vendor's undertaking to complete any of the Vendor's outstanding work.

CONSTRUCTION OF DWELLING

17. The Vendor agrees that it will complete the Dwelling in accordance with the plans and specifications available for viewing by the Purchaser at the Vendor's sales office. All work will be performed in a workmanlike manner, free from defects in material and in compliance with the Ontario Building Code. All Construction Lien Act claims for materials or services supplied to the Vendor shall be the responsibility of the Vendor. Notwithstanding the foregoing the Vendor may substitute other materials of at least equal quality for those specified and may alter the plans and specifications, provided that such substitution or alteration shall not materially diminish the value of the Real Property or substantially alter the Dwelling.

18. The Purchaser acknowledges that the model homes, if any, are for public display purposes only, and that some or all of the features and upgrades contained therein may not be included in the Dwelling, unless these are specifically provided for in any schedule forming part of this Agreement. The Purchaser further acknowledges that the layout of the Dwelling may deviate from the floor plan, elevation or layout of the model home.

19. The Purchaser acknowledges that: (a) the area or dimensions of the Dwelling to be constructed on the Real Property, as may be set out in this Agreement or in any sales brochures, or in the plans and specifications of the Dwelling, are approximate only, and may vary; and (b) the Real Property dimensions as may be set out in this Agreement are approximate only. In the event the area or dimension of the Dwelling varies, or if the frontage, depth or area of the Real Property is varied by up to and including five (5) feet from that specified in the Agreement, the Purchaser agrees to complete the purchase without any claim for an abatement in the Purchase Price resulting from such variance, either before or after Closing.

20. The Purchaser acknowledges being advised that:

(a) on or after registration of the plan of subdivision, the lot number of the Real Property may change, and the Agreement will be read with all amendments required thereby;

(b) exterior windows may be eliminated due to minimum sideyard setbacks, in compliance with the *Building Code Act* of Ontario;

(c) mail delivery will be from a designated community mailbox, the location of which mailbox will be provided to the Purchaser on or before Closing;

(d) the property may be serviced by a "sump pump". Due to seasonal and other fluctuations in the water table beneath the Dwelling the sump pumps may on occasion run longer and more often than on other occasions; and that

(e) due to the proximity of the Dwelling to adjacent dwellings minor encroachments may exist with respect to eaves and/or exterior walls of certain dwellings and that it may be necessary to create working easements between adjoining properties, and the Purchaser expressly agrees to accept title to the Property subject to any encroachments.

21. The Purchaser agrees not to finish the whole or any part of the basement of the Dwelling for a period of twelve months after the Closing Date. The Purchaser hereby releases the Vendor from any liability whatsoever in respect of water damage to basement improvements and chattels stored in the basement resulting from water seepage or leakage, including any consequential damages arising therefrom.

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22. Notwithstanding anything contained in this Agreement to the contrary, the Purchaser waives any right to any claim against the Vendor for damage to any ceiling or walls due to normal shrinkage and the Purchaser agrees that this Agreement may be pleaded by the Vendor in estoppel of any such claims by the Purchaser.

23. The Purchaser agrees not to enter the Real Property prior to Closing unless accompanied by a representative of the Vendor. When entering the Real Property, the Purchaser agrees to comply with the Occupational Health and Safety Act and regulations including wearing safety gear for head and feet and or any other protective apparel required by the Vendor.

SELECTIONS

24. If the stage of completion of the Dwelling permits, the Purchaser may be requested by the Vendor to select certain colours and materials from the Vendor's samples. If any selection of the Purchaser is not reasonably available during construction so that the Vendor by seeking to obtain it would be delayed in the construction of this or other dwellings, the Vendor shall notify the Purchaser and provide an opportunity to the Purchaser to make or approve an alternate selection of at least equal quality from the Vendor's samples. If the Purchaser has not made or approved selections within ten (10) days of written request by the Vendor in the case of original selections, or seven (7) days of written request in the case of an alternate selection, the Vendor may exercise all of the Purchaser's rights to colour and material selection and such selections by the Vendor shall be binding on the Purchaser.

25. The Purchaser acknowledges that in the manufacture of finishing items, including but not limited to ceramic tiles, broadloom, roof shingles, hardwood floors, kitchen cupboards, and brick, colour or texture variations sometimes occur. The Purchaser hereby agrees to accept any such colour or texture variation resulting from the manufacturing process without any right to abatement of the Purchase Price and in full satisfaction of the Vendor's obligations hereunder

EXTERNAL ELEVATIONS

26. The Purchaser acknowledges that the architectural control of external elevations, driveway construction, boulevard tree planting, landscaping, sidewalks, transformer boxes, light standards, corner lot fencing (including the location of such corner lot fencing), decks, side porches, exterior colour schemes, or any other matter external to the Dwelling designed to enhance the aesthetics of the community as a whole, may be imposed by the Municipality and/or the Developer. In the event that the Vendor is required, in compliance with such architectural control requirements, to construct an external elevation for this Dwelling other than as specified in this Agreement, or to amend the driveway construction, boulevard tree planting or landscaping plan for this Dwelling (all of which is hereinafter referred to as the "Amended Elevation"), the Purchaser hereby irrevocably authorizes the Vendor to complete the Dwelling herein including the required Amended Elevation, and the Purchaser hereby irrevocably agrees to accept such Amended Elevation in lieu of the elevation specified in this Agreement.

27. In addition to, and without limiting the generality of the foregoing, the Purchaser acknowledges that it may not be possible to construct the Dwelling with a look-out, a walk-out basement or rear deck where so indicated in this Agreement. In the event that this Agreement calls for a look-out, a walk-out basement or a rear deck and such is not possible, pursuant to final approved grading and engineering plans, the Purchaser agrees to accept and receive a credit in the Purchase Price to be adjusted on Closing at such amount as determined by Vendor.

28. The Vendor shall have the right, in its sole discretion, to construct the Dwelling either as shown on the sales brochures, renderings and other plans and specifications reviewed and approved by the Purchaser, or to construct such Dwelling on a reverse mirror image plan, including reversal of garage siting and reversal of interior floor plan layout. Construction of a reverse mirror image dwelling plan is hereby irrevocably accepted by the Purchaser without any right of abatement of the Purchase Price, and in full satisfaction of the Vendor's obligations as to construction of the dwelling type herein described.

29. The Purchaser acknowledges that the laundry area may be lowered to accommodate side-yard drainage; that access doors to the garage may be eliminated due to grading requirements; that corner lots may have special treatments in accordance with architectural control provisions; that as a result of grading differentials it may be necessary to construct the entrance foyer areas with either a step-up or step-down configuration; and the Purchaser hereby irrevocably agrees to accept such variations without any right of abatement of the Purchase Price and in full satisfaction of the Vendor's obligations to construct the Dwelling type hereinbefore described.

GRADING

30. The Purchaser acknowledges that overall grading matters and the installation of municipal services including without limitation roads, curbs, lighting, tree planting, street names, post office boxes, etc. are regulated by the terms of the subdivision agreement(s). The Purchaser hereby acknowledges that complete engineering data in respect of the final grading of the Real Property as approved by the Municipality, may not be complete, nor a lot grading certificate in respect of same issued by the Closing Date. The Purchaser agrees to accept the Real Property subject to any grading requirements imposed by the Municipality and to complete this transaction on the Vendor's undertaking contained herein to complete the grading of the Real Property in accordance with municipal requirements as soon after Closing as reasonably possible, weather and soil conditions and the availability of labour, equipment, and materials permitting. Provided that lot grading has been completed in accordance with the municipally approved grading control plan, the Purchaser is estopped both from objecting thereto and from requiring any amendments thereto.

31. Where sidewalks are to be installed in front of the Real Property, the Purchaser is advised that the Vendor or the Developer, as the case may be, shall be completing the paving of the driveway approach within one year of occupancy. If the Vendor has not undertaken to pave or finish the driveway pursuant to this Agreement, the Purchaser shall not pave or finish the driveway without the prior written consent of the Vendor, and the prior written consent of the Developer and the Municipality, if required by the subdivision agreement or any other municipal agreement. Following such approval and prior to completing the driveway, the Purchaser shall notify the Vendor in writing so that water keys can be located and raised, if necessary. The Purchaser covenants and agrees not to damage or alter any subdivision service, and shall be liable for the cost of rectification of any such damage or alteration, and in the event same is not paid upon demand, the Vendor shall have the right to register a lien on title to secure such payment. Acceptance of construction, siting and grading by the Municipality shall conclusively constitute acceptance by the Purchaser.

32. Until all services with respect to the development encompassing the Property have been assumed by the Municipality, and the maintenance period imposed by the Municipality with respect thereto has expired, the Purchaser shall not remove soil, change grades or drainage patterns, and shall not alter the width or location of the driveway, including that portion of the driveway situate on the boulevard or municipal road allowance adjacent to the Property. The Purchaser agrees that neither the Purchaser, nor his successors or assigns shall construct or install a swimming pool, fencing, or decking upon the Property until after the Vendor has obtained acceptance of lot grading from the Municipality.

33. In the event that any additions and/or improvements to the Real Property such as, but not limited to, porches, patios, plants, shrubs, trees, paved driveways or fences are located so as to alter or affect the grading and/or drainage patterns of the Real Property, then the Purchaser agrees to remove such additions and/or improvements at his own expense, forthwith upon the Vendor's request, failing which the Vendor may remove same at the Purchaser's expense.

34. The Purchaser covenants and agrees to reimburse the Vendor for any amount which the Vendor may be obliged to pay for damage caused by the Purchaser, or by those for whom it is in law responsible, to any services installed within the subdivision which services shall without limitation include survey stakes, landscaping, trees, curbs, streets, roads, sidewalks, street signs, street lighting, sanitary and storm sewers and any underground services installed by or on behalf of any public or private utility.

35. The Purchaser covenants that it will not at any time before or after Closing, without the prior written consent of the Vendor and the Developer, interfere with any drainage ditch completed by the Developer or take any steps which may result in the alteration or change of any grading or drainage or removal of soil or top soil in contravention of the Developer's obligations under the applicable subdivision agreement. In such event, the Vendor or the Developer may enter upon the Real Property and correct such grading and remove any such obstructions at the Purchaser's expense to be paid forthwith. This covenant may be included in the Purchaser's transfer at the option of the Vendor.

36. The Purchaser further acknowledges that settlement may occur due to soil disturbance and conditions including areas affecting walkways, driveways and sodded areas. The Vendor agrees to rectify such settlement problems as and when required by the Municipality or the Developer subject to the Purchaser's obligation to assume the cost of removing and re-installing any driveways or walkways installed by the Purchaser.

37. The Purchaser's covenants contained in this Agreement shall not merge on Closing notwithstanding the delivery of a transfer from the Vendor, the Developer, or otherwise. If required by the Vendor, the Purchaser shall deliver on Closing, a written covenant confirming certain or all of the Purchaser's obligations contained in this Agreement.

RE-ENTRY FOR GRADING

38. The Purchaser acknowledges that the Vendor, or the Developer, as the case may be, shall grade and gravel the driveway in accordance with specifications

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approved by the Municipality. he Purchaser is advised that it may be necessary for the Vendor, or the Developer, as the case may be, in order to comply with the grading requirements of the Municipality, to enter upon the Real Property in order to complete or alter the grading of such lot and that the conveyance to the Purchaser reserves a license to the Developer to enter upon the Real Property in order to complete or alter any of the grades on the said Real Property as may be required by the Municipality in order to provide proper drainage to any of the lots on the plan. The Purchaser further acknowledges being advised that the proposed lot grading may require the use of retaining walls and/or sloping.

MUNICIPAL AND OTHER MATTERS

39. The Purchaser acknowledges that title to the Real Property may on Closing be subject to subdivision or other development agreements and to restrictive covenants.

(a) The Purchaser agrees that the Vendor shall not be obligated, either prior to, on, or after Closing, to obtain or register releases of any such subdivision or other development agreements or restrictive covenants provided that the same have been complied with as of the Closing Date, and the Purchaser further agrees to satisfy himself as to compliance.

(b) The Purchaser further agrees to accept provisions in the Developer's deed to the Vendor or Purchaser, and to execute and grant any easements or rights of way for installation and/or maintenance of services as may be required, both before and after Closing, by any governmental or utility authority or body.

40. The Purchaser is notified that although the subdivision or other development agreements may require the issuance of an occupancy permit prior to the Purchaser being permitted to occupy the Dwelling, the practice of the Municipality may be such that oral consent to occupancy is given and that formal consent is given at some later date, including formal release with reference to other matters referred to in the subdivision or other development agreements. Provided that the Dwelling has been inspected and approved for occupancy by the Municipality on or before Closing, the Purchaser shall accept the undertaking of the Vendor to provide a copy of the occupancy permit or certificate to be issued by the Municipality as soon as possible after Closing. For the purpose of Closing, the Dwelling shall be deemed to be completed when all interior work has been substantially completed so that the Dwelling reasonably may be occupied, notwithstanding that there may remain exterior work to be completed including, but not limited to, painting, driveway paving, grading, siding and landscaping. There shall be no holdback or deduction on Closing for uncompleted work.

41. The Purchaser acknowledges that the subdivision agreement(s) may require the Vendor to provide the Purchaser with certain notices, including, but not limited to, notices regarding land usage, maintenance of municipal fencing, school transportation, noise levels from adjacent roadways, or noise and/or vibration levels from nearby railway lines or airports, the absence of door-to-door mail delivery, the location of "super-mailboxes", and in general, any other matter that may be deemed by the Municipality to inhibit the enjoyment by the Purchaser of the Real Property. The Purchaser agrees to be bound by the contents of any such notice whether given to the Purchaser at the time this Agreement was entered into or at any time thereafter up to Closing and covenants to execute forthwith upon request, an acknowledgement of having been given such notices in accordance with, and in full compliance of, such provisions of the subdivision agreement if and when required to do so by the Vendor.

42. The Purchaser agrees that he will not oppose any application for severance or rezoning (including all applications ancillary thereto) by the Vendor and/or the Developer, and their successors or assigns, and that this covenant may be pleaded by the said Vendor and/or Developer, its successors or assigns, as an estoppel to any such opposition or aid of an injunction restraining such opposition. The Purchaser shall extract a similar covenant from his successors in title and covenants with the Vendor that the burden of this covenant shall run with and be binding upon the Real Property and to the intent that the benefit thereof shall be annexed to and run with any lands owned by the Vendor and/or Developer and its successors in title within the subdivision or contiguous thereto.

MAINTENANCE OF SOD AND LANDSCAPING

43. The Purchaser acknowledges that grading and sodding shall be done between June and October of any year as per the Vendor's or the Developer's scheduling program and as seasonal conditions permit.

(a) The Purchaser shall be solely responsible for the watering and general maintenance of the sod, trees and shrubs on the Property from and after the Closing Date, or from the date that the sod is laid or the trees and shrubs planted, whichever date is later, and the Vendor shall have no obligation in that regard. In the event that the Vendor is required to replace laid sod as a result of the Purchaser's default under this subparagraph, then the Vendor shall not be obliged to do so until payment has been made therefore by the Purchaser.

(b) The Purchaser acknowledges that on certain lots within the subdivision it may become necessary as a result of the Vendor's building operation or as a result of the existing trees, and in addition thereto that the Vendor may be required to remove from the lot any dead, decaying or dangerous trees. The Vendor agrees to take all reasonable steps to preserve the existing trees on any lot or lots but in the event that the Vendor must remove any trees as a result of its building operations or grading or as a result of any trees being dead, decaying or dangerous, the Purchaser shall not be entitled to any abatement in the Purchase Price nor shall the Vendor be required to replace such trees.

TARION PRE-DELIVERY INSPECTION AND WARRANTY

44. The Vendor hereby advises the Purchaser that there is a mandatory Homeowner Information Package and Pre-Delivery Inspection Form (the "PDI Form") available from the Tarion Warranty Corporation, which shall be provided to the Purchaser on or before the inspection date hereafter described.

45. Prior to the Closing Date, the Vendor agrees to make available, and the Purchaser and/or his or her designate agrees to meet, a representative of the Vendor during normal working hours in order to perform a joint Pre-Delivery Inspection (the "PDI") of the Real Property, in accordance with the requirements and duties specified for both of them by the Tarion Warranty Corporation. Subject to and in accordance with the requirements of the Tarion Warranty Corporation, the Purchaser and/or the designate shall be responsible to attend at the inspection sufficiently in advance of the Closing Date, on a mutually convenient date specified by the Vendor, in order to inspect the Dwelling. If there are any deficiencies, missing items, or incomplete work (including upgrades) remaining at the time of inspection, such items shall be listed on the PDI form and the Certificate of Completion and Possession ("CCP") required to be completed pursuant to the provisions of the Tarion Warranty Program, which the Purchaser covenants to execute. The information on the Vendor's PDI Form shall be deemed to be conclusive evidence of the state of the Dwelling and the Real Property on the date the Vendor's PDI Form is signed. If the Purchaser or his/her designate fails to attend for an inspection, or refuses to complete the Vendor's PDI Form and the CCP, the Vendor may complete the Vendor's PDI Form and the CCP, and the Purchaser shall be bound thereby to the same extent as if the Purchaser had executed both forms. Alternatively, the Vendor may terminate this Agreement with liability to the Purchaser if the Purchaser fails to complete the two forms aforesaid.

46. The Tarion Warranty shall constitute the Vendors' only warranty, express or implied, in respect of any aspect of construction of the Dwelling and shall be the full extent of the Vendor's liability for defects in materials or workmanship or damage, loss or injury of any sort, whether arising in tort or in contract. The Purchaser is urged to review the warranty, particularly its exclusions, and to be aware that the Vendor is not liable for loss or damage to any landscaping, furnishing or improvement by the Purchaser caused either by any defect for which the Vendor is responsible or by the remedying of such defect.

TITLE

47. Title to the Real Property shall be good and free from encumbrances except that it may be subject to subdivision or other agreements, covenants and restrictions (which restrictions may include the power to waive or vary), easements, licenses and rights required by the Vendor, Developer, Municipality or other affecting authorities including utilities, all of which the Purchaser shall accept provided there does not exist default under any and provided that the Purchaser's use of the Real Property for residential purposes is permitted. The Purchaser shall satisfy himself or herself as to compliance with such matters and any releases specifically contemplated in such agreements may be obtained by the Vendor subsequent to Closing. Title may also be subject to easements for maintenance or encroachment required for adjoining properties and to the encroachments permitted thereby. If any of the foregoing easements, restrictions or rights are required to be created after Closing the Purchaser shall execute any documents needed. The rights of reentry referred to in this Agreement shall also affect title and these rights as well as any of the above may be contained in the transfer delivered to the Purchaser.

48. Municipal subdivision agreements regulate development. The Purchaser should inquire of the Municipality on whether the applicable subdivision agreement contains special warnings, construction or servicing requirements, easement, fences or berms or other matters affecting the Real Property.

49. The Purchaser shall be allowed until thirty (30) days before the Closing Date to examine the title at his or her own expense and if, within that time, any valid objection to title is made in writing to the Vendor, which the Vendor is unable or unwilling to remove and which the Purchaser will not waive, this Agreement shall notwithstanding any intermediate act or negotiations, be at an end and the Deposit shall be returned without interest or deduction and the Vendor shall not be liable for any damages or costs whatever. Save as to any valid objections so made within such time or going to the root of title, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Real Property. The Purchaser is not to call for the production of any title deeds, or other evidence of title except as are in the possession of the Vendor.

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PRIOR MORTGAGES

50. Title to the Real Property may be encumbered by mortgages not to be assumed by the Purchaser on Closing. The Purchaser agrees to accept the Vendor's written undertaking to remove, or to enforce the undertaking of the mortgagee's solicitors, as the case may be, to remove such encumbrance on title within a reasonable time after Closing if accompanied by,

(a) a written statement from the mortgagee of the amount required to be paid to obtain a discharge of the Real Property; and
(b) payment by the Vendor, an undertaking of the Developer to make payment, or a direction from the Vendor permitting payment to that mortgagee of such amount by the Purchaser; or
(c) written confirmation by the mortgagee that a discharge will be available without any action or payment on the part of the Purchaser or Vendor;
(d) together with an undertaking by the Vendor's solicitors to remit to the mortgagee any funds directed to it pursuant to (b) above and to register any such discharge when received by them.

RISK

51. The Dwelling shall remain at the Vendor's risk until Closing. If the Dwelling is damaged prior to Closing by a peril normally covered by all-risk building insurance, which damage can be repaired within 120 days, the Vendor shall repair the damage, finish the Dwelling and complete the sale. If the damage cannot be repaired within 120 days this agreement shall be at an end and the Deposit shall be returned without interest or deduction. The time needed for repair shall be estimated by the Vendor within 15 days of the damage. Extensions to the Closing Date required for repairs shall be in addition to those which may have occurred pursuant to paragraph 5 but the Vendor may not further extend under paragraph 5 for such repairs only, unless the Purchaser consents in writing.

TRANSFER

52. The transfer shall be prepared by the Vendor's solicitors at the Vendor's expense and shall be registered forthwith on Closing by the Purchasers his or her expense. The Purchaser agrees to advise the Vendor's solicitors, at least sixty (60) days prior to the Closing Date, as to how the Purchaser will take title to the Real Property and of the birth dates of any parties taking title to the Real Property. Title may be conveyed directly from the Developer to the Purchaser if it is, and if the Vendor so requests, the Purchaser shall execute an acknowledgment that the Developer is not the builder and has no liability to the Purchaser as such.

NON-ASSIGNABLE

53. This Agreement is personal to the Purchaser and may not be assigned other than to the Purchaser's spouse without the Vendor's written approval. Prior to closing, the Purchaser covenants that it shall not advertise or list or enter into an agreement to sell the Real Property for resale without the Vendor's prior written approval in its sole discretion.

RESIDENCY

54. The Vendor represents that it is not a non-resident for the purposes of section 116 of the Income Tax Act, Canada, and that spousal consent is not necessary to this transaction under the provisions of the Family Law Act.

NO REGISTRATION

55. The Purchaser acknowledges that registration against title to the Real Property of any notice or caution or other reference to this Agreement of his or her interest in the Real Property is likely to cause inconvenience and prejudice to the Vendor. If any such registration occurs, the Vendor may terminate this Agreement forthwith. Further, the Purchaser hereby irrevocably consents to a court order removing such registration and agrees to pay all costs of obtaining such order.

CLOSING TENDER

56. The parties waive personal tender and agree that failing other mutually acceptable arrangements, tender may be validly made if the tendering party attends at the Registry Office in which the title to the Real Property is recorded at 4:00 o'clock p.m. on the Closing Date and for a period of one-half hour thereafter shall be ready, willing and able to close or alternatively, the tender may be validly made upon the designated solicitors for the party being tendered upon. The parties agree that payment must be made or tendered by bank draft or cheque certified by a Canadian Chartered Bank, trust company or Province of Ontario Savings Office. Mortgages not being assumed by the Purchaser need not be paid by the Vendor, only arrangements made to do so in accordance with paragraph 50 in case the Purchaser should complete the transaction.

57. The Purchaser agrees that keys may be released to the Purchaser at the construction site or sales office on Closing. The Vendor's advice that keys are available shall be a valid tender of possession of the Real Property to the Purchaser.

ELECTRONIC REGISTRATION

58. If electronic registration of documentation at the Land Registry Office is in effect on the Closing Date, the following terms and conditions shall form part of this Agreement:

(a) The Purchaser shall retain a solicitor in good standing with the Law Society of Upper Canada to represent the Purchaser with respect to this Agreement;
(b) The Purchaser shall direct his/her solicitor to execute an agreement as reasonably required by the Vendor's Solicitor (the "Solicitor's Agreement") establishing the procedure for completion of this Agreement;
(c) The Purchaser and Vendor acknowledge that the delivery of documents and/or money may not occur contemporaneously with the registration of the Transfer/Deed of Land and may be delivered in escrow pursuant to the Solicitors' Agreement.
(d) If the Agreement cannot be completed in escrow pursuant to the Solicitors' Agreement, the Purchaser's solicitor shall attend at the offices of the Vendor's Solicitor at such time as directed by the Vendor's solicitor or as mutually agreed upon to complete the Agreement.
(e) Paragraph 56 is hereby amended to provide that tender shall have been validly made by the Vendor when the 'Completeness Signatory' for the Transfer/Deed of Land has been electronically 'signed' by the Vendor's solicitor and same shall be satisfactory evidence that the Vendor is ready, willing and able to complete the sale.

PURCHASER'S CONSENT TO THE COLLECTION AND LIMITED USE OF PERSONAL INFORMATION

59. For the purposes of facilitating compliance with the provisions of any applicable Federal and/or Provincial privacy legislation (including without limitation, the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, as amended), the Purchaser hereby consents to the Vendor's collection and use of the Purchaser's personal information necessary and sufficient to enable the Vendor to proceed with the Purchaser's purchase of the Real Property, including without limitation, the Purchaser's name, home address, e-mail address, telefax/telephone number, age, date of birth, and in respect of marital status only for the limited purposes described in subparagraphs (c), (g), (h) and (i) below, and in respect of residency status, and social insurance number only for the limited purposes described in subparagraph (h) below, as well as the Purchaser's financial information and desired Dwelling design(s) and colour/finish selections, in connection with the completion of this transaction and for post-closing and after-sales customer care purposes, and to the disclosure and/or distribution of any or all of such personal information to the following entities, on the express understanding and agreement that the Vendor shall not sell or otherwise provide or distribute such personal information to anyone other than the following entities, namely to:

(a) any companies or legal entities that are associated with, related to or affiliated with the Vendor (or with the Vendor's parent/holding company) and are developing one or more other subdivision or condominium projects or communities that may be of interest to the Purchaser or members of the Purchaser's family, for the limited purposes of marketing, advertising and/or selling various products and/or services to the Purchaser and/or members of the Purchaser's family;

(b) one or more third party data processing companies which handle or process marketing campaigns on behalf of the Vendor or other companies that are associated with, related to or affiliated with the Vendor, and who may send (by e-mail or other means) promotional literature/brochures about new homes or condominiums and/or related services to the Purchaser and/or members of the Purchaser's family;

(c) any financial institution(s) providing (or wishing to provide) mortgage financing, banking and/or other financial or related services to the Purchaser

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and/or members of the Purchaser's family, including without limitation, the Vendor's construction lender(s), the project monitor, the Vendor's designated construction lender(s), the Ontario New Home Warranty Program and/or any warranty bond provider and/or excess deposit insurer, required in connection with the development and/or construction financing of the subdivision and/or the financing of the Purchaser's acquisition of the Property from the Vendor.

(d) any insurance companies providing (or wishing to provide) insurance coverage with respect to the Real Property, including without limitation, any title insurance companies providing (or wishing to provide) title insurance to the Purchaser or the Purchaser's mortgage lender(s) in connection with the completion of this transaction;

(e) any trades/suppliers or sub-trades/suppliers, who have been retained by or on behalf of the Vendor (or who are otherwise dealing with the Vendor) to facilitate the completion and finishing of the Dwelling and the installation of any extras or upgrades ordered or requested by the Purchaser;

(f) one or more providers of cable television, telephone, telecommunication, security alarm systems, hydro-electricity, chilled water/hot water, gas and/or other similar or related services to the Real Property (or any portion thereof) unless the Purchaser advises the Vendor in writing not to provide such personal information to an entity providing security alarm systems and services;

(g) any relevant governmental authorities or agencies, including without limitation, the Land Titles Office (in which the Real Property is registered), the Ministry of Finance for the Province of Ontario (i.e. with respect to Land Transfer Tax), and The Canada Revenue Agency (i.e. with respect to GST)

(h) the Canada Revenue Agency, to whose attention the T-5 interest income tax information return and/or the NR4 non-resident withholding tax information return is submitted (where applicable), which will contain or refer to the Purchaser's social insurance number or business registration number (as the case may be), as required by Regulation 201(1)(b)(ii)of The Income Tax Act R.S.C. 1985, as amended;

(i) the Vendor's solicitors, to facilitate the interim occupancy and/or final closing of this transaction, including the closing by electronic means via the Teraview Electronic Registration System, and which may (in turn) involve the disclosure of such personal information to an internet application service provider for distribution of documentation; and

(j) any person, where the Purchaser further consents to such disclosure or disclosures required by law.

Privacy Officer: [require name to be provided]

NOTICE

60. Any notice required to be given pursuant to this Agreement to the Purchaser may either be delivered personally or be sent by prepaid mail or facsimile addressed to the Purchaser's solicitor or the Purchaser at his or her last known address and in the case of the Vendor any notice required to be given pursuant to this Agreement may either be delivered personally or be sent by prepaid mail or facsimile to the Vendor's solicitor or to the Vendor at the address set out herein. If such notice is mailed it shall be deemed to have been received by the party to whom it is addressed on the third business day following the date of its mailing. In the event of a mail stoppage or interruption all notices shall be delivered personally or by facsimile.

SUCCESSION

61. This Agreement shall be binding upon the heirs, executors, administrators, successors and permitted assigns of each party.

DEFAULT

62. In case of material default or breach of this Agreement by the Purchaser, the Deposit and any other amounts paid by the Purchaser shall be forfeited to the Vendor, irrespective of any other right, cause of action or remedy to which the Vendor may be entitled.

WHOLE AGREEMENT

63. The parties acknowledge that there is no representation, warranty, collateral agreement or condition affecting the Agreement or the Real Property except as contained in this Agreement. Any statement or representation made by real estate agents or employees of the Vendor or contained in any sales brochures or in any other document shall not be legally binding upon the Vendor unless contained in this Agreement. This Agreement may not be amended other than in writing.

INTERPRETATION

64. This Agreement is to be read with all changes of gender or number required by the context. Time shall in all respects be of the essence. All headings are for convenience of reference only and have no bearing or meaning in the interpretation of any particular clause in this Agreement.

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SILVER STREAMS HOMES
SCHEDULE "B" - SITE SPECIFIC MATTERS & WARNING CLAUSES

Noise Warnings

The following noise warnings are given to the five western–most dwellings of the subdivision:

1. "Purchasers /renters are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road traffic, may on occasions interfere with some activities of the dwelling occupants as the sound level exceed the Municipality's and the Ministry of the Environment's noise criteria."

2. "This dwelling unit has been fitted with a forced air heating system and the cutting, etc. was sized to accommodate central air conditioning. Installation of central air conditioning will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Municipality's and the Ministry of the Environment's noise criteria. (Note: The location and installation of the outdoor air conditioning device should be done so as to minimize the noise impacts and comply with criteria of MOE Publication NPC-216, Residential Air Conditioning Devices.)."

Encroachments

The following notice is hereby given to lots abutting environmental lands, open space, park, storm water, valley land, water courses or channels:

1. "Encroachments of any kind are not permitted onto adjacent environmental lands, open space, park, stormwater, valleyland, water courses or channels."

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SILVER STREAMS HOMES (PUCCINI) INC.
SCHEDULE "C" – STANDARD HOME FEATURES

OUTSTANDING EXTERIOR FEATURES

1. Exterior color schemes, styles, materials and elevations architecturally controlled by the city, ensuring a pleasing streetscape and general balance.
2. Various Exterior Elevations with Brick, Stone & Stucco Combinations.
3. Structural wood columns in the front porch and raked front genuine clay brick masonry joints, as per designs.
4. Corners houses have grand frontages opening on main street.
5. Maintenance-free aluminum soffits, fascia, eaves trough and downspouts.
6. Double car garage with entrance to house, as grade permits.
7. Double glazed / thermo pane encasement windows with screens on operators. Energy Star Rated.
8. 9ft high main floors ceilings as a standard.
9. Quality painted metal insulated front entry doors including brass grip set with dead bolt lock.
10. Side entrance to basement / main house provided, as per designs.
11. Wall mounted weather proof light fixtures at the entrance and back door.
12. High quality 25 year Royal Sovereign self-sealing asphalt roof shingles.
13. Quality painted molded steel paneled sectional/double roll up garage doors equipped with heavy-duty springs and rust resistant door hardware.
14. Fully sodded front and back yards of the houses, graded as per municipal by-laws and landscaping design.
15. Two (2) exterior water taps, one at the rear and one inside the garage at the front of the house.

EXCEPTIONAL INTERIOR FEATURES

16. Home office and Den on main floors on almost all Models, as per design.
17. Large family rooms with breakfast rooms and open kitchens.
18. 9 feet high ceilings throughout the main floor.
19. Option for Future Elevator already built in plans in various designs.
20. Elegant Natural finish Oak Hardwood stair case opening from first to second floor with 3" wide half round handrails in natural oak finish.
21. Solid Oak 3" wide Hardwood flooring on the main floor [where applicable ,excluding Tiled areas & main level bedrooms as per plan.
22. Efficient space utilization in all plans with walk-in closets, ensuite bathrooms, home offices, access from garages and side entrances as per designs.
23. Kitchen, Bathrooms, Powder Room, and Laundry Room finished in eggshell for ease of maintenance.
24. Master bedrooms complete with ensuite and walk-in-closets, as per designs.
25. Shelving in all closets and linen closets.
26. Direct vent natural gas fireplace in the main floor family room as per drawings along with a marble surround and paint grade formal mantle.
27. All ceilings stipple sprayed (except kitchens and bathrooms).
28. Double-door coat closet with shelf and hanging rod near the main entrance, as per design.
29. 4" colonial style baseboard is standard throughout the finished areas along with 2-3/4" interior casings on all doors and windows.
30. Beautifully finished interior decorative Coloumns as per designs.
31. French doors with brass mullions and plain glass inserts where applicable as shown on plans.
32. 800 Series Deep Embossed 6 panel Colonist Doors painted white with polished brass handles.
33. Trimmed and capped low and half-walls, ledges, oak railings and nosing with natural finish, as per builder samples.
34. "A-Cut-Above" paint finish with eggshell latex paint on walls and oil based on doors and trim.
35. R40 roof / attic insulation and R12 basement wall Insulation height as per OBC.
36. Cold cellar provided in the basement with weather stripping solid core door, light and natural vent.
37. Rough-in 3 piece (drain pipes only) for washroom in basement, as per plan.
38. All dry wall applied with screws, using minimum number of nails.

ELEGANT DESIGNER KITCHENS

39. Exclusively Designed Kitchens offered as a standard in all kitchen designs and layouts.
40. Kitchen designer available by appointment for final color coordination and adding upgrades.

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41. Formica and "Arborite" counter tops in eye-catching colors, available for well designed optional breakfast bars, islands and cabinet counter tops.
42. Double stainless steel sinks with pull-out faucet by Moen or Delta.
43. **Ceramic back-splash color coordinated with 12" x 12" porcelain floor tiles giving a picture book kitchen [from builders selection] as a standard.**
44. Kitchen exhaust fan and hood, vented to outside.
45. Rough-in Electrical and Plumbing for future automatic dishwasher, with open space in lower cabinetry.
46. Electrical outlets in the kitchen for Refrigerator and microwave.
47. Electrical outlets at counter top level for small appliances.

BEAUTIFUL BATHROOMS

48. Well-lit luxurious master ensuite including separate shower enclosure with glass door and marble threshold.
49. **Two (2) Separate sinks with vanities in Master ensuite. Mirrors and wall lights with quality bathroom fixtures.**
50. Elegant pedestal sinks in powder rooms with Oval mirrors.
51. Deep soaker tubs with ceramic back splash, as per designs.
52. Moen or Delta Faucets in all bathrooms with lift rod pop-ups in vanity sinks.
53. Choice of color and style in cabinetry from builder's quality samples.
54. **Imported 8" x 10" ceramic tiles in all enclosures up to ceiling, giving elegant spa looks.**
55. Bathroom accessories to include towel bar & toilet tissue dispenser. Ceramic tile area around bath tub to have water-proof backer board.
56. Standard bathroom plumbing fixtures in chrome or as per builder's standard.
57. Pressure balance temperature control valves or "positemp" or similar design in all showers.
58. Ground fault interrupter (GFI) protection in all bathrooms and powder room.
59. Exhaust fans vented to the outside in all bathrooms & powder room.
60. Privacy door locks on all bathrooms.

LAUNDRY FEATURES

61. Single basin laundry tub with 2 handles (rough brass), hot and cold water faucets in the laundry area.
62. **Optional over head cabinets in the laundry room for storage purposes, as per design.**

FABULOUS FLOORINGS

63. Choice of imported of 13"x 13" or 12"x 12" ceramic floor tiles in foyer, kitchen, and powder room laid on mortar base with metal fabric over 5/8" plywood sub-floor.
64. Quality imported ceramic tiles in bathrooms and main floor laundry rooms.
65. **Quality 40 oz Broadloom with ½" higher density chip foam under pad provided in designated areas.** [One colour throughout].
66. Marble thresholds where ceramic flooring abuts other flooring.

QUALITY CONSTRUCTION

67. Poured and Reinforced Concrete Basement Walls with Heavy Duty Damp Proofing, Drainage Membrane, Drain Tile and Weeping Boards.
68. Engineered floors for minimum squeaks.
69. Structurally-sound 2"x 6" exterior wall construction with R20 insulation value.
70. All interior walls and ceilings of drywall construction.
71. R40 roof/attic insulation and R12 basement wall insulation height as per OBC specifications.
72. Caulking and weather stripping on insulated metal front entry door and rear sliding doors.
73. Spray foam insulation between garage and second floor livable areas.
74. All windows weather proofed with caulking.
75. Sub-flooring nailed, sanded, screwed and glued.
76. Variations from the vendor's samples may occur in bricks, finishing materials, wall and floor finishes.
77. Purchasers may be required to reselect colors and / or materials from Vendor's sample as result of unavailability or discontinuation.
78. The vendor shall be entitled to reverse the plan of the house or the drive ways being constructed owing to grading / city requirements.

SECURITY/SAFETY/ENERGY SAVING & OTHER FEATURES

79. 100 amps electrical service with all copper wiring & circuit breaker panel.

80. White Decora plugs and Switches through out as per vendors standard specification.
81. Electric door chime installed on main floor inside the entrance door.
82. Hard-wired smoke detectors on each floor and one CO detector.
83. Optional Roughed-in Security System.
84. Structured wiring for Bell and cable wired to "Open House" box.
85. Pre-wired for television – 4 cable TV outlets; 4 telephone rough-in locations. (Cable & telephones wired in family room / great room / bedrooms).
86. Interior light fixtures through out including all bedrooms.
87. Family room / Great room and Living rooms to have controlled wall outlets.
88. Ceiling mounted light fixtures.
89. Three (3) electrical ceiling outlets (110 Volts) in each garage. Two in ceiling for each future garage door opener and the second on the wall for general use and future central vacuum power.
90. Thermostat to be centrally located on main floor.
91. High-efficiency gas fired hot water heater, on rental basis, complete with electronic ignition power vented to exterior.
92. Ducting installed for future air conditioning.

WARRANTY

The Ontario New Home Warranty Program (ONHWP / TARION) will back Silver Stream Homes to include the following warranties:

- Free from major structural defects for seven years.
- Free from defects in workmanship for two years on electrical, plumbing, heating, distribution systems and all exterior cladding, caulking and doors.
- Homes will be professionally duct cleaned prior to handover to customers.
- The home is free from defects in workmanship and materials for 1 year.
- Specifications are subject to change without notice. E&OE, February 2006.
- All plans, elevations, specifications and dimensions are subject to modification and change from time to time by the vendor according to the Ontario Building Code (OBC), Town of Richmond hill, Architectural Review Committee and Municipal Zoning Bylaw requirements.
- All windows, openings, front, side and rear set-backs are specified and governed by the Architectural control by-laws of VAUGHAN.

Abbreviations used:

ID Interior Designer
CO Carbon Monoxide
OBC Ontario Building Code
GFI Ground Fault Interrupter
ONHWP Ontario New Home Warranty Program

SILVER STREAMS HOMES
SCHEDULE "D" – ELEVATION and EXTRAS

Lot #: 23 Plan#: ________ Model: Serenade Res with out porch Elevation: "A"

The following items are to be included in the construction of the Dwelling and added to the Purchase Price. Extras are payable in advance, at the time of ordering. If an extra or upgrade paid for by the Purchaser is omitted by the Vendor for any reason, the Purchaser shall be credited with the amount which the Purchaser was charged for it and this credit shall be the limit of the Vendor's liability.

Product Code	Description	Cost
	10' ceiling main floor.	
	Smoot ceiling throughout.	
	Hard wood floor through out	
	upgraded Built in kitchen cabinets	
	in maple, with crown moulding	
	light valance, pots & pans drawer	
Gas	Built IN cook top cabinet with pans	
	and pots drawer under that.	
	Built in oven tower.	
	Granite counter top in kitchen	
	marbel counter tops in all washrooms	
	Central air conditioner.	
	Ashphalt on Driveway.	
	2nd upgrade iron picket Railing.	
	5½ baseboard & upgrade door trim in doors main	
	20 pot lights	floor
	Built IN fridge SS kitchen Aid, microwave &	oven the same as model
	Built IN stein less steel Dishwasher and	cook tops
	Wafel ceiling in Family room with 10 pot light	$5000
	make the shower door in master frameless	
	door	

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SILVER STREAMS HOMES
SCHEDULE "E" - AGREEMENT CONDITIONAL ON FINANCING

1. This Agreement is conditional on the Purchaser obtaining suitable mortgage financing from a lending institution to complete this Agreement within ~~10~~ 5 banking days of the acceptance of this Agreement by the Vendor.

   For the purposes of this Schedule:

   (a) "suitable mortgage financing" means a first mortgage for any term of 6 months or longer, for a principal sum that does not exceed $ ____________________ and an interest rate that does not exceed (___________) per cent per year, calculated half-yearly, not in advance, and amortized over a time period that does not exceed 25 years.

   (b) "lending institution" means a Canadian chartered bank, trust company, savings and loan company, or credit union, having an office in Ontario.

   (c) "banking day" means all days excluding Saturdays, Sundays, public holidays or days when any one of the 6 largest Chartered Banks is not open for business.

2. This condition is for the sole benefit of the Purchaser, and may be waived by the Purchaser at any time by notice in writing.

3. The Purchaser is not entitled to terminate this Agreement without liability pursuant to this condition unless the Purchaser delivers a notice in writing no later than eleven (11) banking days after the date of this Agreement stating that the Agreement is to terminate without liability because suitable mortgage financing is not available accompanied by a letter from the financial institution confirming that financing as required by this Schedule is not available.

4. If the Purchaser does not deliver a notice as specified within the time specified, then the condition in this Schedule is deemed to be waived.

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SILVER STREAMS HOMES
SCHEDULE "F" - AGREEMENT CONDITIONAL ON SOLICITOR'S APPROVAL

1. This Agreement is conditional upon approval by the Purchaser's Solicitor of the terms of this Agreement by ~~the ____ day of ______, 200_~~ Five banking days (hereinafter the "Condition Expiry Date") failing which this Agreement will become null and void and the Purchaser's deposit(s) will be returned to Purchaser in full without penalty or interest, and neither party will have any claim against the other or the agent.

2. This condition is for the sole benefit of the Purchaser and may be waived by the Purchaser prior to the expiry of the Condition Expiry Period by giving notice to the Vendor in writing.

3. The Purchaser is not entitled to terminate this Agreement without liability pursuant to this condition unless the Purchaser delivers a notice in writing no later than the Condition Expiry Date stating that the Agreement is to terminate without liability because the Purchaser has not obtained approval by the Purchaser's Solicitor of the terms of this Agreement.

4. In the event that the Purchaser does not deliver a notice or the Vendor does not receive said notice on or before the Condition Expiry Date then the condition contained within this Schedule will be deemed to be waived by the Purchaser and the Agreement of Purchase and Sale shall become firm and binding.

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528

TARION

PROTECTING ONTARIO'S NEW HOME BUYERS

Freehold Form
(Tentative Closing Date)

Property lot 23 puccini

Statement Of Critical Dates
Delayed Closing Warranty

This Statement of Critical Dates forms part of the Addendum to which it is attached, which in turn forms part of the agreement of purchase and sale between the Vendor and the Purchaser relating to the Property. The Vendor must complete all blanks set out below.

NOTE TO HOME BUYERS: *Please visit Tarion's website: www.tarion.com for important information about all Tarion's warranties including the Delayed Closing Warranty, the Pre-Delivery Inspection and other matters of interest to new home buyers. You can also obtain a copy of the Homeowner Information Package which is strongly recommended as essential reading for all home buyers. The website features a calculator which will assist you in confirming the various Critical Dates related to the closing of your purchase.*

Note that the dates marked with ® are not firm dates, but rather reflect the latest date the event in question could occur. Each of these dates may be set earlier than the date shown, as described below and explained in more detail in the Addendum. When a Second Tentative Closing Date, a Firm Closing Date or a Delayed Closing Date is formally set, some or all of the subsequent dates may change as well. The Purchaser should consult Tarion's website, and the Addendum, for further information on how to calculate revised Critical Dates.

VENDOR Silver Stream Homes Puccini
Full Name(s)

PURCHASER AZIZULLAH HAYATULLAH
Full Name(s)

1. Critical Dates

The First Tentative Closing Date, which is the date that the Vendor anticipates the home will be completed and ready to move in, is: — the 31 day of Aug, 2012

A Second Tentative Closing Date can subsequently be set by the Vendor by giving proper written notice within the 90-day time period noted in section 2 below. The Second Tentative Closing Date can be up to 120 days after the First Tentative Closing Date, and so could be as late as: — the 31 day of Dec, 2012®

The Vendor must set a Firm Closing Date by giving proper written notice within the 90-day time period noted in section 2 below. The Firm Closing Date can be up to 120 days after the Second Tentative Closing Date, and so could be as late as: — the 31 st day of April, 2013®

If the Vendor cannot close by the Firm Closing Date, then the Purchaser is entitled to delayed closing compensation (see section 9 of the Addendum) and the Vendor must set a Delayed Closing Date.

The Vendor can set a Delayed Closing Date that is up to 365 days after the earlier of the Second Tentative Closing Date and the Firm Closing Date. This Outside Closing Date could be as late as: — the 31 day of Aug, 2013®

2. Notice Period for a Closing Delay

Changing a Closing date requires proper written notice. The Vendor, without the Purchaser's consent, can delay Closing twice by up to 120 days each time by setting a Second Tentative Closing Date and then a Firm Closing Date.

Notice of a delay beyond the First Tentative Closing Date must be given no later than: (i.e., 90 days before the First Tentative Closing Date), or else the First Tentative Closing Date becomes the Firm Closing Date. — the 31 day of May, 2012

Notice of a second delay in Closing must be given no later than: (i.e., 90 days before the Second Tentative Closing Date), or else the Second Tentative Closing Date becomes the Firm Closing Date. — the 31 day of Aug, 2012

3. Purchaser's Termination Period

If the home is not complete by the Outside Closing Date, and the Vendor and the Purchaser have not otherwise agreed, then the Purchaser can terminate the transaction during a period of 30 days thereafter (the "Purchaser's Termination Period"), which period could end as late as: — the ____ day of ____________, 20____.®

If the Purchaser terminates the transaction during the Purchaser's Termination Period, then the Purchaser is entitled to delayed closing compensation and to a full refund of all monies paid plus interest *(see sections 9, 11 and 12 of the Addendum).*

Note: *Anytime a Critical Date is set or changed as permitted in the Addendum, other Critical Dates may change as well. At any given time the parties must refer to the most recent agreement or written notice that sets a Critical Date, and calculate revised Critical Dates using the formulas contained in the Addendum. Critical Dates can also change if there are unavoidable delays (see section 7 of the Addendum).*

Acknowledged this ____ day of ______________, 20____.

VENDOR: ____________________

PURCHASER: ____________________

TARION
PROTECTING ONTARIO'S NEW HOME BUYERS

Freehold Form
(Tentative Closing Date)

Addendum to Agreement of Purchase and Sale
Delayed Closing Warranty

This addendum, including the accompanying Statement of Critical Dates (the "Addendum"), forms part of the agreement of purchase and sale (the "Purchase Agreement") between the Vendor and the Purchaser relating to the Property. It contains important provisions that are part of the delayed closing warranty provided by the Vendor in accordance with the *Ontario New Home Warranties Plan Act* (the "Act"). If there are any differences between the provisions in the Addendum and the Purchase Agreement, then the Addendum provisions shall prevail. PRIOR TO SIGNING THE PURCHASE AGREEMENT OR ANY AMENDMENT TO IT, THE PURCHASER SHOULD SEEK ADVICE FROM A LAWYER WITH RESPECT TO THE PURCHASE AGREEMENT OR AMENDING AGREEMENT, THE ADDENDUM AND THE DELAYED CLOSING WARRANTY.

The Vendor shall complete all blanks set out below.

VENDOR

Full Name(s): Silver Stream Homes puccini

Tarion Registration Number: 34331

Address:

Phone:

City:

Province:

Postal Code:

Fax:

Email:

PURCHASER

Full Name(s): AZIZULLAH HAYATULLAH

Address: 17 ARDEN VAlley ST.

Phone:

City: Richmond Hill

Province: ONT

Postal Code: L4E 4J2

Fax:

Email:

PROPERTY DESCRIPTION

Municipal Address: LOT # 23.

City: Richmond Hill

Province: ONT.

Postal Code:

Short Legal Description: 19TK 98004.

lOT 23 puccini

INFORMATION REGARDING THE PROPERTY

The Vendor confirms that:

(a) The Property is within a plan of subdivision or a proposed plan of subdivision. ☑ Yes ☐ No

If yes, the plan of subdivision is registered. ☐ Yes ☑ No

If the plan of subdivision is not registered, approval of the draft plan of subdivision has been given. ☑ Yes ☐ No

(b) The Vendor has received confirmation from the relevant government authorities that there is sufficient: (i) water capacity, and (ii) sewage capacity to service the Property. ☑ Yes ☐ No

If yes, the nature of the confirmation is as follows:

If the availability of water and sewage capacity is uncertain, the issues to be resolved are as follows:

(c) A building permit has been issued with respect to the Property. ☐ Yes ☑ No

(d) Commencement of Construction: ☐ has occurred; or ☐ is expected to occur by the 31 day of Aug, 2012.

The Vendor shall give written notice to the Purchaser within 10 days after the actual date of Commencement of Construction.

TARION
PROTECTING ONTARIO'S NEW HOME BUYERS

Freehold Form (Tentative Closing Date)

1. Definitions

"Business Day" means any day other than: Saturday; Sunday; New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any special holiday proclaimed by the Governor General or the Lieutenant Governor; and where New Year's Day, Canada Day or Remembrance Day falls on a Saturday or Sunday, the following Monday is not a Business Day, and where Christmas Day falls on a Saturday or Sunday, the following Monday and Tuesday are not Business Days; and where Christmas Day falls on a Friday, the following Monday is not a Business Day.

"Closing" means the completion of the sale of the Property and "Close" has a corresponding meaning.

"Commencement of Construction" means the commencement of construction of foundation components or elements (such as footings, rafts or piles) for the home.

"Critical Dates" means the First Tentative Closing Date, the Second Tentative Closing Date, the Firm Closing Date, the Delayed Closing Date, the Outside Closing Date, and the last day of the Purchaser's Termination Period.

"Delayed Closing Date" means the date on which the Vendor agrees to Close, in the event the Vendor cannot close on the Firm Closing Date, as set in accordance with section 6.

"Early Termination Conditions" means the types of conditions listed in Schedule A.

"Firm Closing Date" means the firm date on which the Vendor agrees to Close, as set in accordance with this Addendum.

"First Tentative Closing Date" means the date on which the Vendor, at the time of signing the Purchase Agreement, anticipates that it will be able to Close, as set out in the Statement of Critical Dates.

"Outside Closing Date" means the latest date that the Vendor can set as a Delayed Closing Date before the Purchaser's right to terminate the Purchase Agreement for delay arises, calculated in accordance with paragraph 11(b).

"Purchaser's Termination Period" means the 30-day period during which the Purchaser may terminate the Purchase Agreement for delay, in accordance with paragraph 11(b).

"Second Tentative Closing Date" means the updated estimated date (if applicable) that the Vendor anticipates that it will be able to Close, as set in accordance with section 3.

"Statement of Critical Dates" means the Statement of Critical Dates attached to or accompanying this Addendum (in form to be determined by the Tarion Registrar from time to time). The Statement of Critical Dates must be signed by both the Vendor and Purchaser.

"The *Act*" means the *Ontario New Home Warranties Plan Act* including regulations, as amended from time to time.

"Unavoidable Delay" means an event which delays Closing which is a strike, fire, explosion, flood, act of God, civil insurrection, act of war, act of terrorism or pandemic, plus any period of delay directly caused by the event, which are beyond the reasonable control of the Vendor and are not caused or contributed to by the fault of the Vendor.

"Unavoidable Delay Period" means the number of days between the Purchaser's receipt of written notice of the commencement of the Unavoidable Delay, as required by paragraph 7(b), and the date on which the Unavoidable Delay concludes.

2. Early Termination – Conditions

(a) The Vendor and Purchaser may include conditions in the Purchase Agreement that, if not satisfied, give rise to early termination of the Purchase Agreement, but only in the limited way described in this section.

(b) The Vendor is not permitted to include any conditions in the Purchase Agreement other than: the types of Early Termination Conditions listed in Schedule A; and/or the conditions referred to in paragraphs 2(i), (j) and (k) below. Any other condition included in a Purchase Agreement for the benefit of the Vendor that is not expressly permitted under Schedule A or paragraphs 2(i) or (j), is deemed null and void and is not enforceable by the Vendor, but does not affect the validity of the balance of the Purchase Agreement.

(c) The Vendor confirms that:

(i) This Purchase Agreement is subject to Early Termination Conditions that, if not satisfied (or waived, if applicable), will result in the automatic termination of the Purchase Agreement. ○ Yes ○ No

(ii) If yes, the Early Termination Conditions are as follows. The obligation of each of the Purchaser and Vendor to complete this purchase and sale transaction is subject to satisfaction (or waiver, if applicable) of the following conditions:

Condition #1 (if applicable)

Description of the Early Termination Condition: ____________________

____

The Approving Authority (as that term is defined in Schedule A) is: ____________________

____

The date by which Condition #1 is to be satisfied is the ________ day of ____________, 20____.

Condition #2 (if applicable)

Description of the Early Termination Condition: ____________________

____

The Approving Authority (as that term is defined in Schedule A) is: ____________________

____

The date by which Condition #2 is to be satisfied is the ________ day of ____________, 20____.

The date for satisfaction of any Early Termination Condition cannot be later than 90 days before the First Tentative Closing Date, and will be deemed to be 90 days before the First Tentative Closing Date if no date is specified or if the date specified is later than 90 days before the First Tentative Closing Date. This time limitation does not apply to the condition in subparagraph 1(b)(ii) of Schedule A which must be satisfied or waived by the Vendor within 60 days following signing of the Purchase Agreement.

Note: The parties must add additional pages as an appendix to this Addendum if there are additional Early Termination Conditions.

(d) There are no Early Termination Conditions applicable to this Purchase Agreement other than those identified in subparagraph 2(c)(ii) and any appendix listing additional Early Termination Conditions.

(e) The Vendor agrees to take all commercially reasonable steps within its power to satisfy the Early Termination Conditions listed in subparagraph 2(c)(ii).

(f) For conditions under paragraph 1(a) of Schedule A the following applies:

(i) conditions in paragraph 1(a) of Schedule A may not be waived by either party;

(ii) the Vendor shall provide written notice not later than five (5) Business Days after the date specified for satisfaction of a condition that (A) the condition has been satisfied; or (B) the condition has not been satisfied (together with reasonable details and backup materials) and that as a result the Purchase Agreement is terminated; and

(iii) if notice is not provided as required by subparagraph (ii) above, then the condition is deemed not satisfied and the Purchase Agreement is terminated.

2. Early Termination – Conditions (continued)

(g) For conditions under paragraph 1(b) of Schedule A the following applies:
  (i) conditions in paragraph 1(b) of Schedule A may be waived by the Vendor;
  (ii) the Vendor shall provide written notice on or before the date specified for satisfaction of the condition that (A) the condition has been satisfied or waived; or (B) the condition has not been satisfied nor waived and that as a result the Purchase Agreement is terminated; and
  (iii) if notice is not provided as required by subparagraph (ii) above then the condition is deemed satisfied or waived and the Purchase Agreement will continue to be binding on both parties.

(h) If a Purchase Agreement or proposed Purchase Agreement contains Early Termination Conditions, the Purchaser has three (3) Business Days after the day of receipt of a true and complete copy of the Purchase Agreement or proposed Purchase Agreement to review the nature of the conditions (preferably with legal counsel). If the Purchaser is not satisfied, in the Purchaser's sole discretion, with the Early Termination Conditions, the Purchaser may revoke the Purchaser's offer as set out in the proposed Purchase Agreement, or terminate the Purchase Agreement, as the case may be, by giving written notice to the Vendor within those three Business Days.

(i) The Purchase Agreement may be conditional until Closing upon compliance with the subdivision control provisions (section 50) of the Planning Act (Ontario), which compliance shall be obtained by the Vendor at its sole expense, on or before Closing.

(j) The Purchaser is cautioned that there may be other conditions in the Purchase Agreement that allow the Vendor to terminate the Purchase Agreement due to the fault of the Purchaser.

(k) The Purchase Agreement may include any condition that is for the sole benefit of the Purchaser and that is agreed to by the Vendor (i.e., the sale of an existing dwelling, Purchaser financing or a basement walkout). The Purchase Agreement may specify that the Purchaser has a right to terminate the Purchase Agreement if any such condition is not met, and may set out the terms on which termination by the Purchaser may be effected.

3. Setting the Tentative Closing Date and the Firm Closing Date

(a) Completing Construction Without Delay: The Vendor shall take all reasonable steps to complete construction of the home on the Property and to Close without delay.

(b) First Tentative Closing Date: The Vendor shall set out, in the Statement of Critical Dates, the First Tentative Closing Date.

(c) Second Tentative Closing Date: The Vendor may choose to set a Second Tentative Closing Date that is no later than 120 days after the First Tentative Closing Date. The Vendor shall give written notice of the Second Tentative Closing Date to the Purchaser no later than 90 days before the First Tentative Closing Date, or else the First Tentative Closing Date shall for all purposes be the Firm Closing Date.

(d) Firm Closing Date: The Vendor shall set a Firm Closing Date, which can be no later than 120 days after the Second Tentative Closing Date or, if a Second Tentative Closing Date is not set, no later than 120 days after the First Tentative Closing Date. If the Vendor elects not to set a Second Tentative Closing Date, the Vendor shall give written notice of the Firm Closing Date to the Purchaser no later than 90 days before the First Tentative Closing Date, or else the First Tentative Closing Date shall for all purposes be the Firm Closing Date. If the Vendor elects to set a Second Tentative Closing Date, the Vendor shall give written notice of the Firm Closing Date to the Purchaser no later than 90 days before the Second Tentative Closing Date, or else the Second Tentative Closing Date shall for all purposes be the Firm Closing Date.

(e) Notice: Any notice given by the Vendor under paragraphs (c) and (d) must set out the Second Tentative Closing Date or Firm Closing Date, as the case may be, and state that the setting of such date may change other future Critical Dates, as applicable, in accordance with the terms of the Addendum.

4. Changing the Firm Closing Date – Three Ways

(a) The Firm Closing Date, once set or deemed to be set in accordance with section 3, can be changed only:
  (i) by the mutual written agreement of the Vendor and Purchaser in accordance with section 5;
  (ii) by the Vendor setting a Delayed Closing Date in accordance with section 6; or
  (iii) as the result of an Unavoidable Delay of which proper written notice is given in accordance with section 7.

(b) If a new Firm Closing Date is set in accordance with section 5 or 7, then the new date is the "Firm Closing Date" for all purposes in this Addendum.

5. Changing Critical Dates – By Mutual Agreement

(a) This Addendum sets out a structure for setting, extending and/or accelerating Closing dates, which cannot be altered contractually except as set out in this section 5 and in paragraph 7(c).

(b) The Vendor and Purchaser may at any time, after signing the Purchase Agreement, mutually agree in writing to accelerate or extend a Firm Closing Date or a Delayed Closing Date in each case to a new specified calendar date. The amendment must comply with the requirements of section 10.

(c) The Vendor and Purchaser may at any time after signing the Purchase Agreement mutually agree in writing to accelerate the First Tentative Closing Date and correspondingly reset all the Critical Dates provided that:
  (i) the mutual amendment is signed at least 180 days prior to the First Tentative Closing Date;
  (ii) all the Critical Dates including the Outside Closing Date are moved forward by the same number of days (subject to adjustment so that Critical Dates fall on Business Days);
  (iii) a new Statement of Critical Dates is signed by both parties at the time the amendment is signed and a copy is provided to the Purchaser; and
  (iv) the Purchaser is given a three (3) Business Day period in which to review the amendment after signing and if not satisfied with the amendment may terminate the amendment (but not the balance of the Purchase Agreement), upon written notice to the Vendor within such 3-day period.

  Any such amendment must be by mutual agreement and, for greater certainty, neither party has any obligation to enter into such an amendment.

(d) A Vendor is permitted to include a provision in the Purchase Agreement allowing the Vendor a one-time unilateral right to extend a Firm Closing Date or Delayed Closing Date, as the case may be, for one (1) Business Day to avoid the necessity of tender where a Purchaser is not ready to Close on the Firm Closing Date or Delayed Closing Date, as the case may be. Delayed closing compensation will not be payable for such period and the Vendor may not impose any penalty or interest charge upon the Purchaser with respect to such extension.

(e) The Vendor and Purchaser may agree in the Purchase Agreement to any unilateral extension or acceleration rights that are for the benefit of the Purchaser.

6. Changing the Firm Closing Date – By Setting a Delayed Closing Date

(a) If the Vendor cannot Close on the Firm Closing Date and sections 5 and 7 do not apply, the Vendor shall select and give written notice to the Purchaser of a Delayed Closing Date in accordance with this section, and delayed closing compensation is payable in accordance with section 9.

(b) The Delayed Closing Date may be any Business Day after the date the Purchaser receives written notice of the Delayed Closing Date. However, if the Vendor selects a Delayed Closing Date that is more than 365 days after the earlier of: (i) the Firm Closing Date, and (ii) the Second Tentative Closing Date, then the Vendor's written notice setting the Delayed Closing Date shall include a statement explaining that the Purchaser need not accept the full delay and will have the right to terminate the Purchase Agreement after 365 days of delay as described in section 11.

(c) The Vendor shall give written notice to the Purchaser of the Delayed Closing Date as soon as the Vendor knows that it will be unable to Close on the Firm Closing Date, and in any event no later than 10 days before the Firm Closing Date, failing which delayed closing compensation is payable from the date that is 10 days before the Firm Closing Date, in accordance with paragraph 9(c).

(d) If a Delayed Closing Date is set and the Vendor cannot Close on the Delayed Closing Date, the Vendor shall select and give written notice to the Purchaser of a new Delayed Closing Date, unless the delay arises due to Unavoidable Delay under section 7 or is mutually agreed upon under section 5, in which case the requirements of those sections must be met. Paragraphs 6(b) and 6(c) above apply with respect to the setting of the new Delayed Closing Date.

(e) Nothing in this section affects the right of the Purchaser or Vendor to terminate the Purchase Agreement on the bases set out in section 11.

TARION
PROTECTING ONTARIO'S NEW HOME BUYERS

7. Extending Dates – Due to Unavoidable Delay

(a) If Unavoidable Delay occurs, the Vendor may extend Critical Dates by no more than the length of the Unavoidable Delay Period, without the approval of the Purchaser and without the requirement to pay delayed closing compensation in connection with the Unavoidable Delay, provided the requirements of this section are met.

(b) If the Vendor wishes to extend Critical Dates on account of Unavoidable Delay, the Vendor shall provide written notice to the Purchaser setting out a brief description of the Unavoidable Delay, and an estimate of the duration of the delay. Once the Vendor knows or ought reasonably to know that an Unavoidable Delay has commenced, the Vendor shall provide written notice to the Purchaser by the earlier of: 10 days thereafter; and the next Critical Date.

(c) As soon as reasonably possible, and no later than 10 days after the Vendor knows or ought reasonably to know that an Unavoidable Delay has concluded, the Vendor shall provide written notice to the Purchaser setting out a brief description of the Unavoidable Delay, identifying the date of its conclusion, and setting new Critical Dates. The new Critical Dates are calculated by adding to the then next Critical Date the number of days of the Unavoidable Delay Period (the other Critical Dates changing accordingly), provided that the Firm Closing Date or Delayed Closing Date, as the case may be, must be at least 10 days after the day of giving notice unless the parties agree otherwise. Either the Vendor or the Purchaser may request in writing an earlier Firm Closing Date or Delayed Closing Date, and the other party's consent to the earlier date shall not be unreasonably withheld.

(d) If the Vendor fails to give written notice of the conclusion of the Unavoidable Delay in the manner required by paragraph 7(c), the notice is ineffective, the existing Critical Dates are unchanged, and any delayed closing compensation payable under section 9 is payable from the existing Firm Closing Date.

(e) Any notice setting new Critical Dates given by the Vendor under this section must set out the revised next Critical Date and state that the setting of such date may change other future Critical Dates, as applicable, in accordance with the terms of the Addendum.

8. Building Code – Conditions of Occupancy

(a) On or before the date of Closing, the Vendor shall deliver to the Purchaser:

(i) where a registered code agency has been appointed for the building or part of the building under the *Building Code Act* (Ontario), a final certificate with respect to the home that contains the prescribed information as required by s. 11(3) of the *Building Code Act*; or

(ii) where a registered code agency has not been so appointed, either:

(A) an Occupancy Permit (as defined in paragraph (d)) for the home; or

(B) a signed written confirmation by the Vendor that: (I) provisional or temporary occupancy of the home has been authorized under Article 1.3.3.1 of Division C of the Building Code; or (II) the conditions for residential occupancy of the home as set out in s. 11 of the *Building Code Act* or Article 1.3.3.2 of Division C of the Building Code, as the case may be (the "Conditions of Occupancy") have been fulfilled.

(b) Notwithstanding the requirements of paragraph (a), to the extent that the Purchaser and the Vendor agree that the Purchaser shall be responsible for certain Conditions of Occupancy (the "Purchaser Obligations"):

(i) the Purchaser may not refuse to Close on the basis that the Purchaser Obligations have not been completed;

(ii) the Vendor shall deliver to the Purchaser, upon fulfilling the Conditions of Occupancy (other than the Purchaser Obligations), a signed written confirmation that the Vendor has fulfilled such Conditions of Occupancy; and

(iii) if the Purchaser and Vendor have agreed that the Conditions of Occupancy (other than the Purchaser Obligations) are to be fulfilled prior to Closing, then the Vendor shall provide the signed written confirmation required by subparagraph (ii) on or before the date of Closing.

(c) If the Vendor cannot satisfy the requirements of paragraph (a) or subparagraph (b)(iii), the Vendor shall set a Delayed Closing Date (or new Delayed Closing Date) on a date that the Vendor reasonably expects to have satisfied the requirements of paragraph (a) or subparagraph (b)(iii), as the case may be. In setting the Delayed Closing Date (or new Delayed Closing Date), the Vendor shall comply with the requirements of section 6, and delayed closing compensation shall be payable in accordance with section 9. Despite the foregoing, delayed closing compensation shall not be payable for a delay under this paragraph (c) if the inability to satisfy the requirements of subparagraph (b)(iii) is because the Purchaser has failed to satisfy the Purchaser Obligations.

(d) For the purposes of this section, an "Occupancy Permit" means any written document, however styled, whether final, provisional or temporary, provided by the chief building official (as defined in the *Building Code Act*) or a person designated by the chief building official, that evidences the fact that authority to occupy the home has been granted.

9. Delayed Closing Compensation

(a) The Vendor warrants to the Purchaser that, if the Closing is delayed beyond the Firm Closing Date (other than by mutual agreement or as a result of Unavoidable Delay as permitted under sections 5 or 7), then the Vendor shall compensate the Purchaser for all costs incurred by the Purchaser as a result of the delay up to a total amount of $7,500, which amount includes payment to the Purchaser of $150 a day for living expenses for each day of delay until the date of Closing or the date of termination of the Purchase Agreement, as applicable under paragraph (b).

(b) Delayed closing compensation is payable only if: (i) Closing occurs; or (ii) the Purchase Agreement is terminated or deemed to have been terminated under paragraphs 11(b), (c) or (e) of this Addendum. Delayed closing compensation is payable only if the Purchaser's claim is made to Tarion in writing within one (1) year after Closing, or after termination of the Purchase Agreement, as the case may be, and otherwise in accordance with this Addendum. Compensation claims are subject to any further conditions set out in the *Act*.

(c) If the Vendor gives written notice of a Delayed Closing Date to the Purchaser less than 10 days before the Firm Closing Date, contrary to the requirements of paragraph 6(c), then delayed closing compensation is payable from the date that is 10 days before the Firm Closing Date.

(d) If the Vendor gives written notice of a Delayed Closing Date to the Purchaser more than 90 days before the First Tentative Closing Date instead of setting a Second Tentative Closing Date under section 3, then delayed closing compensation is payable from the date that is 240 days after the First Tentative Closing Date. Similarly, if the Vendor gives written notice of a Delayed Closing Date to the Purchaser more than 90 days before the Second Tentative Closing Date instead of setting a Firm Closing Date under section 3, delayed closing compensation is payable from the date that is 120 days after the Second Tentative Closing Date.

(e) Living expenses are direct living costs such as for accommodation and meals. Receipts are not required in support of a claim for living expenses, as a set daily amount of $150 per day is payable. The Purchaser must provide receipts in support of any claim for other delayed closing compensation, such as for moving and storage costs. Submission of false receipts disentitles the Purchaser to any delayed closing compensation in connection with a claim.

(f) If delayed closing compensation is payable, the Purchaser may make a claim to the Vendor for that compensation within 180 days after Closing and shall include all receipts (apart from living expenses) which evidence any part of the Purchaser's claim. The Vendor shall assess the Purchaser's claim by determining the amount of delayed closing compensation payable based on the rules set out in section 9 and the receipts provided by the Purchaser, and the Vendor shall promptly provide that assessment information to the Purchaser. The Purchaser and the Vendor shall use reasonable efforts to settle the claim and when the claim is settled, the Vendor shall prepare an acknowledgement signed by both parties which:

(i) includes the Vendor's assessment of the delayed closing compensation payable;

(ii) describes in reasonable detail the cash amount, goods, services or other consideration which the Purchaser accepts as compensation (the "Compensation"), if any; and

(iii) contains a statement by the Purchaser that the Purchaser accepts the Compensation in full satisfaction of any delayed closing compensation payable by the Vendor.

A true copy of the acknowledgement (showing clearly the municipal address and enrolment number of the home on the first page) shall be provided to Tarion by the Vendor within 30 days after execution of the acknowledgment by the parties.

(g) If the Vendor and Purchaser cannot agree as contemplated in paragraph 9(f), then to make a claim to Tarion, the Purchaser must file a claim with Tarion in writing within one (1) year after Closing. A claim may also be made and the same rules apply if the sales transaction is terminated under paragraphs 11(b), (c) or (e), in which case the deadline is 180 days after termination for a claim to the Vendor and one (1) year after termination for a claim to Tarion.

10. Changes to Critical Dates

(a) Whenever the parties by mutual agreement extend or accelerate either the Firm Closing Date or the Delayed Closing Date this section applies.

TARION
PROTECTING ONTARIO'S NEW HOME BUYERS

Freehold Form (Tentative Closing Date)

10. Changes to Critical Dates (continued)

(b) If the change involves acceleration of either the Firm Closing Date or the Delayed Closing Date, then the amending agreement must set out each of the Critical Dates (as changed or confirmed).

(c) If the change involves extending either the Firm Closing Date or the Delayed Closing Date, then the amending agreement shall:
  (i) disclose to the Purchaser that the signing of the amendment may result in the loss of delayed closing compensation as described in section 9 above;
  (ii) unless there is an express waiver of compensation, describe in reasonable detail the cash amount, goods, services or other consideration which the Purchaser accepts as compensation (the "Compensation"); and
  (iii) contain a statement by the Purchaser that the Purchaser waives compensation or accepts the above-noted Compensation, in either case, in full satisfaction of any delayed closing compensation payable by the Vendor for the period up to the new Firm Closing Date or Delayed Closing Date.

(d) If the Purchaser for his or her own purposes requests a change of date or dates, then paragraph 10(c) shall not apply.

11. Termination of the Purchase Agreement

(a) The Vendor and the Purchaser may terminate the Purchase Agreement by mutual written consent, such written consent to be given at the time of the termination.

(b) If for any reason (other than breach of contract by the Purchaser) Closing has not occurred within 365 days after the earlier of: (i) the Firm Closing Date, and (ii) the Second Tentative Closing Date, the Purchaser has 30 days to terminate the Purchase Agreement by written notice to the Vendor. If the Purchaser does not provide written notice of termination, then the Delayed Closing Date shall be the date set by the Vendor under paragraph 6(b).

(c) If: calendar dates for the applicable Critical Dates are not inserted in the Statement of Critical Dates; or if any date for Closing is expressed in the Purchase Agreement or in any other document to be subject to change depending upon the happening of an event (other than as permitted in this Addendum), then the Purchaser may terminate the Purchase Agreement by written notice to the Vendor.

(d) The Purchase Agreement may be terminated in accordance with the requirements of section 2.

(e) Nothing in this Addendum derogates from any right of termination that either the Purchaser or the Vendor may have at law or in equity on the basis of, for example, frustration of contract or fundamental breach of contract.

(f) Except as permitted in this section, the Purchase Agreement may not be terminated by reason of delay in Closing alone.

12. Return of Monies Paid on Termination

(a) If the Purchase Agreement is terminated (other than as a result of breach of contract by the Purchaser), the Vendor shall return all monies paid by the Purchaser including deposit(s) and monies for upgrades and extras within 10 days of such termination, with interest from the date each amount was paid to the Vendor to the date of return to the Purchaser. The Purchaser cannot be compelled by the Vendor to execute a release of the Vendor and/or a termination agreement as a prerequisite to obtaining the return of monies payable as a result of termination of the Purchase Agreement under this paragraph.

(b) The rate of interest payable on the Purchaser's monies is 2% less than the minimum rate at which the Bank of Canada makes short-term advances to members of the Canada Payments Association, as of the date of termination of the Purchase Agreement.

(c) Notwithstanding paragraphs 12(a) and (b), if either party initiates legal proceedings to contest termination of the Purchase Agreement or the return of monies paid by the Purchaser, and obtains a legal determination, such amounts and interest shall be payable as determined in those proceedings.

13. Disputes Regarding Termination

(a) The Vendor and Purchaser agree that disputes arising between them relating to termination of the Purchase Agreement under section 11 shall be submitted to arbitration in accordance with the *Arbitration Act, 1991* (Ontario) and subsection 17(4) of the *Act*.

(b) The parties agree that the arbitrator shall have the power and discretion, on motion by the Vendor or Purchaser or any other interested party, or of the arbitrator's own motion, to consolidate multiple arbitration proceedings on the basis that they raise one or more common issues of fact or law that can more efficiently be addressed in a single proceeding. The arbitrator has the power and discretion to prescribe whatever procedures are useful or necessary to adjudicate the common issues in the consolidated proceedings in the most just and expeditious manner possible. The *Arbitration Act, 1991* (Ontario) applies to any consolidation of multiple arbitration proceedings.

(c) The Vendor shall pay the costs of the arbitration proceedings and the Purchaser's reasonable legal expenses in connection with the proceedings unless the arbitrator for just cause orders otherwise.

(d) The parties agree to cooperate so that the arbitration proceedings are conducted as expeditiously as possible, and agree that the arbitrator may impose such time limits or other procedural requirements, consistent with the requirements of the *Arbitration Act, 1991* (Ontario), as may be required to complete the proceedings as quickly as reasonably possible.

(e) The arbitrator may grant any form of relief permitted by the *Arbitration Act, 1991* (Ontario), whether or not the arbitrator concludes that the Purchase Agreement may properly be terminated.

14. Addendum Prevails

The Addendum forms part of the Purchase Agreement. The Vendor and Purchaser agree that they shall not include any provision in the Purchase Agreement or any amendment to the Purchase Agreement or any other document (or indirectly do so through replacement of the Purchase Agreement) that derogates from, conflicts with or is inconsistent with the provisions of this Addendum, except where this Addendum expressly permits the parties to agree or consent to an alternative arrangement. The provisions of this Addendum prevail over any such provision.

15. Time Periods, and How Notice Must Be Sent

(a) Any written notice required under this Addendum may be given personally or sent by email, fax, courier or registered mail to the Purchaser or the Vendor at the address/contact numbers identified on page 2 or replacement address/contact numbers as provided in paragraph (c) below. Notices may also be sent to the solicitor for each party if necessary contact information is provided, but notices in all events must be sent to the Purchaser and Vendor, as applicable.

(b) Written notice given by one of the means identified in paragraph (a) is deemed to be given and received: on the date of delivery or transmission, if given personally or sent by email or fax (or the next Business Day if the date of delivery or transmission is not a Business Day); on the second Business Day following the date of sending by courier; or on the fifth Business Day following the date of sending, if sent by registered mail. If a postal stoppage or interruption occurs, notices shall not be sent by registered mail, and any notice sent by registered mail within 5 Business Days prior to the commencement of the postal stoppage or interruption must be re-sent by another means in order to be effective. For purposes of this paragraph 15(b), Business Day includes Remembrance Day, if it falls on a day other than Saturday or Sunday, and Easter Monday.

(c) If either party wishes to receive written notice under this Addendum at an address/contact number other than those identified on page 2, the party shall send written notice of the change of address/contact number to the other party.

(d) Time periods within which or following which any act is to be done shall be calculated by excluding the day of delivery or transmission and including the day on which the period ends.

(e) Time periods shall be calculated using calendar days including Business Days but subject to paragraphs (f), (g) and (h) below.

(f) Where the time for making a claim under this Addendum expires on a day that is not a Business Day, the claim may be made on the next Business Day.

(g) Prior notice periods that begin on a day that is not a Business Day shall begin on the next earlier Business Day except that notices may be sent and/or received on Remembrance Day, if it falls on a day other than Saturday or Sunday, or Easter Monday.

(h) Every Critical Date must occur on a Business Day. If the Vendor sets a Critical Date that occurs on a date other than a Business Day, the Critical Date is deemed to be the next Business Day.

TARION
PROTECTING ONTARIO'S NEW HOME BUYERS

SCHEDULE A
Types of Permitted Early Termination Conditions
(Section 2)

1. The Vendor of a freehold home is permitted to make the Purchase Agreement conditional as follows:

(a) upon receipt of Approval from an Approving Authority for:

- (i) a change to the official plan, other governmental development plan or zoning by-law (including a minor variance);
- (ii) a consent to creation of a lot(s) or part-lot(s);
- (iii) a certificate of water potability or other measure relating to domestic water supply to the home;
- (iv) a certificate of approval of septic system or other measure relating to waste disposal from the home;
- (v) completion of hard services for the property or surrounding area (i.e., roads, rail crossings, water lines, sewage lines, other utilities);
- (vi) allocation of domestic water or storm or sanitary sewage capacity;
- (vii) easements or similar rights serving the property or surrounding area;
- (viii) site plan agreements, density agreements, shared facilities agreements or other development agreements with Approving Authorities or nearby landowners, and/or any development Approvals required from an Approving Authority; and/or
- (ix) site plans, plans, elevations and/or specifications under architectural controls imposed by an Approving Authority.

The above-noted conditions are for the benefit of both the Vendor and the Purchaser and cannot be waived by either party.

(b) upon:

- (i) receipt of Approval from an Approving Authority for a basement walkout; and/or
- (ii) confirmation by the Vendor that it is satisfied the Purchaser has the financial resources to complete the transaction.

The above-noted conditions are for the benefit of the Vendor and may be waived by the Vendor in its sole discretion.

2. The following definitions apply in this Schedule:

"Approval" means an approval, consent or permission (in final form not subject to appeal) from an Approving Authority and may include completion of necessary agreements (i.e., site plan agreement) to allow lawful access to and use and occupancy of the property for its intended residential purpose.

"Approving Authority" means a government (federal, provincial or municipal), governmental agency, Crown corporation or quasi-governmental authority (a privately operated organization exercising authority delegated by legislation or a government).

3. Each condition must:

(a) be set out separately;

(b) be reasonably specific as to the type of Approval which is needed for the transaction; and

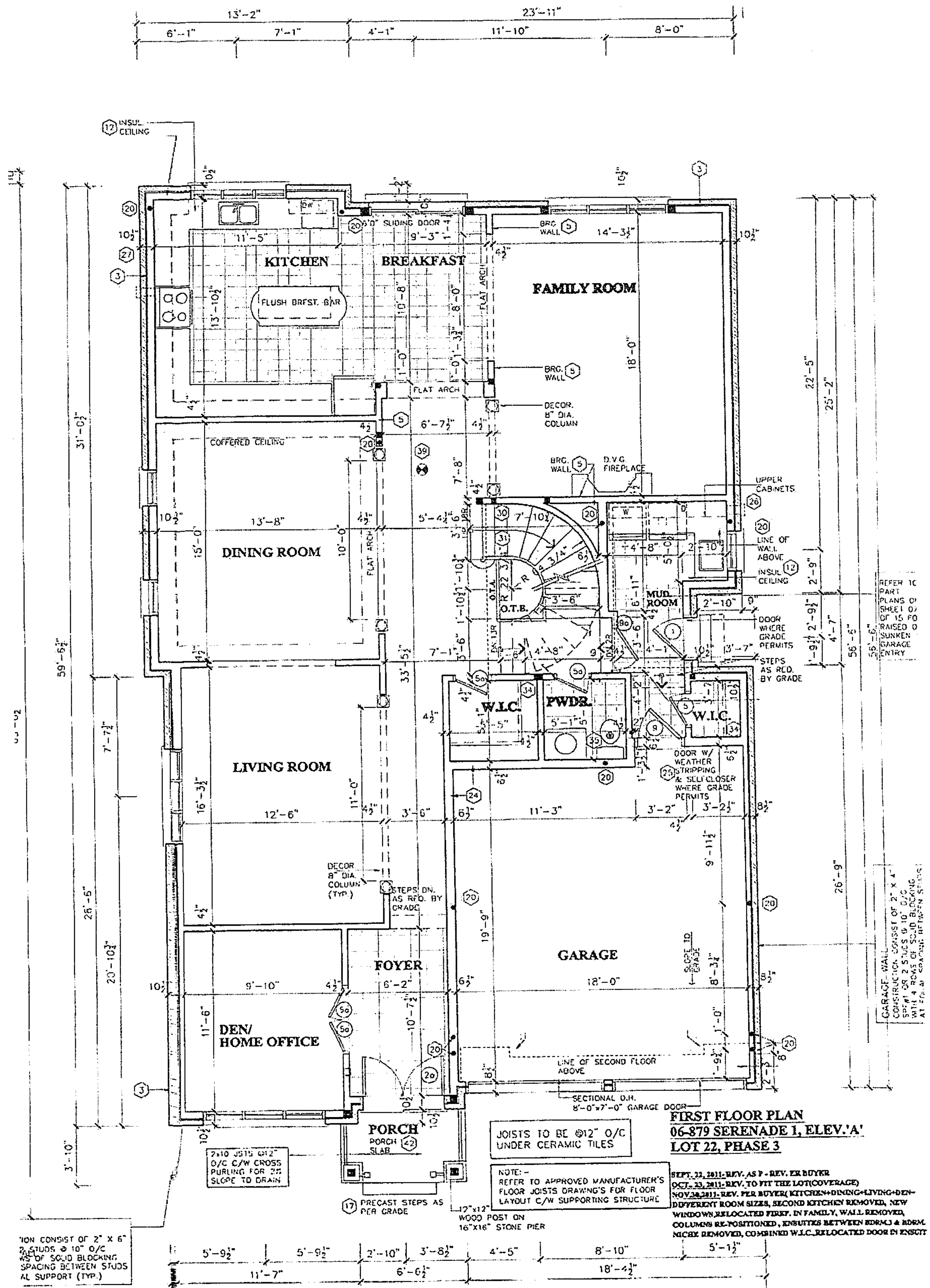
(c) identify the Approving Authority by reference to the level of government and/or the identity of the governmental agency, Crown corporation or quasi-governmental authority.

4. For greater certainty, the Vendor is not permitted to make the Purchase Agreement conditional upon:

(a) receipt of a building permit;

(b) receipt of an occupancy permit; and/or

(c) completion of the home.

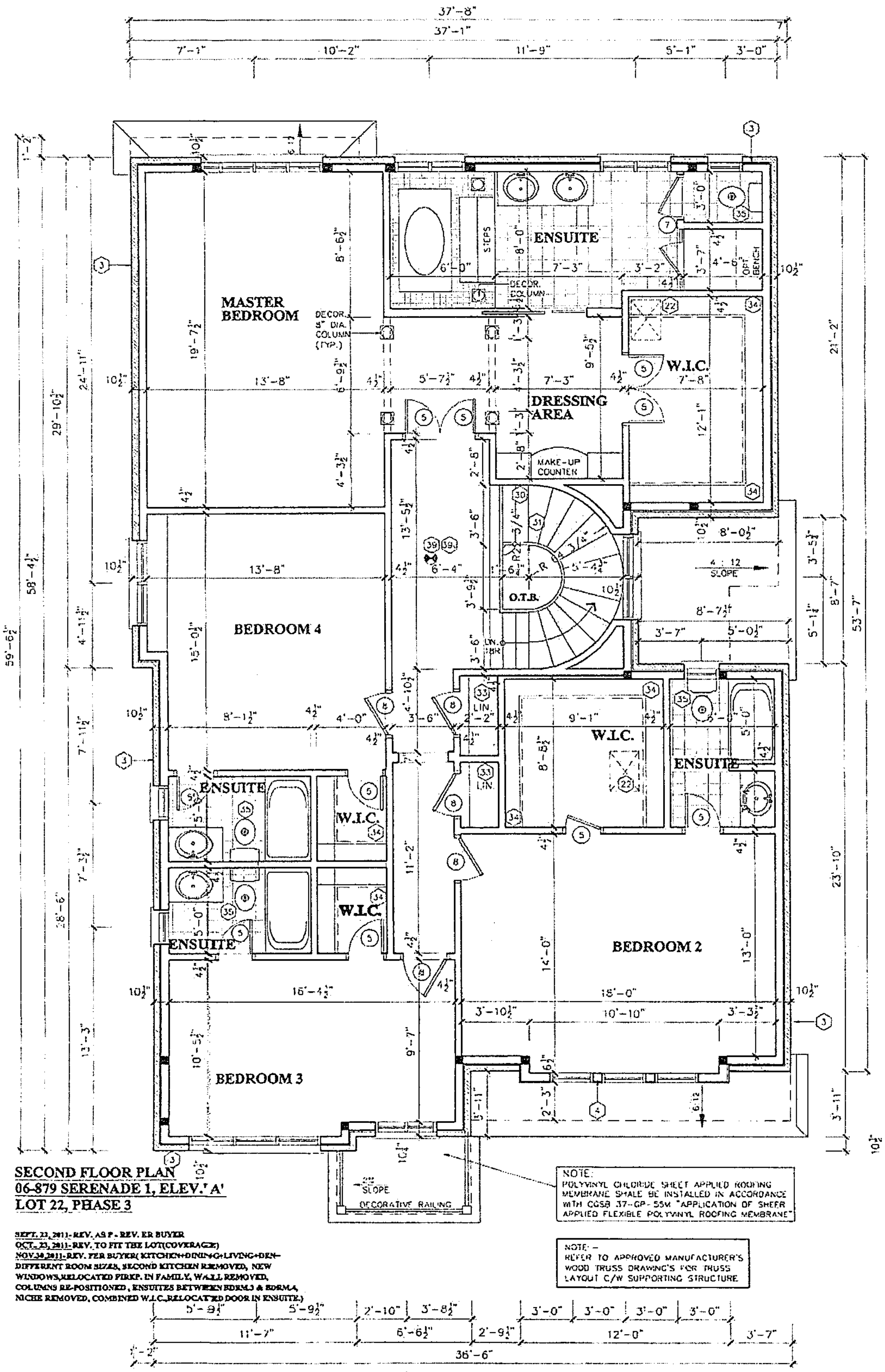


ELE. "B"	
FT.	100.50 SQ.FT.
FT.	1730.85 SQ.FT.
FT.	1948.29 SQ.FT.

LOT #22 ⇒ lot 23 HA
PH: 3. REVISION

HA

Lot 23

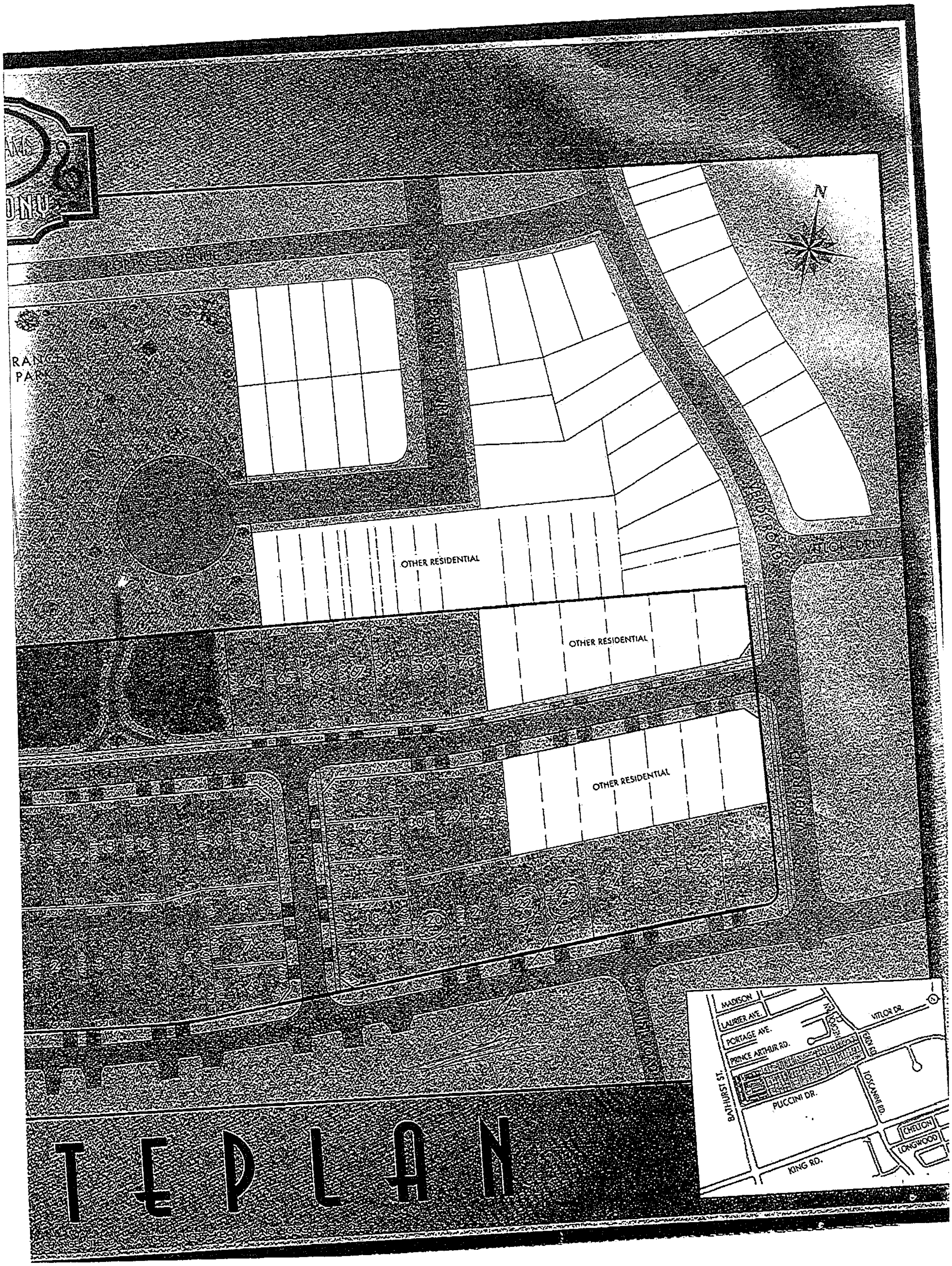


SECOND FLOOR PLAN
06-879 SERENADE 1, ELEV.' A'
LOT 22, PHASE 3

SEPT. 22, 2011- REV. AS P - REV. ER BUYER
OCT. 23, 2011- REV. TO FIT THE LOT(COVERAGE)
NOV.30,2011- REV. PER BUYER(KITCHEN+DINING+LIVING+DEN- DIFFERENT ROOM SIZES, SECOND KITCHEN REMOVED, NEW WINDOWS,RELOCATED FIREP. IN FAMILY, WALL REMOVED, COLUMNS RE-POSITIONED , ENSUITES BETWEEN BDRM.3 & BDRM.4, NICHE REMOVED, COMBINED W.I.C.,RELOCATED DOOR IN ENSUITE.)

NOTE:
POLYVINYL CHLORIDE SHEET APPLIED ROOFING MEMBRANE SHALL BE INSTALLED IN ACCORDANCE WITH CGSB 37-GP-55M "APPLICATION OF SHEER APPLIED FLEXIBLE POLYVINYL ROOFING MEMBRANE"

NOTE: -
REFER TO APPROVED MANUFACTURER'S WOOD TRUSS DRAWING'S FOR TRUSS LAYOUT C/W SUPPORTING STRUCTURE


OTHER RESIDENTIAL
OTHER RESIDENTIAL
OTHER RESIDENTIAL
VITLOR DR.
MADISON
LAURIER AVE.
PORTAGE AVE.
PRINCE ARTHUR RD.
BATHURST ST.
PUCCINI DR.
TOSCANINI RD.
KING RD.
CHELTON
LONGWOOD
TEPLAN

THIS IS EXHIBIT "Y" TO

THE AFFIDAVIT OF IMRAN JINNAH

SWORN BEFORE ME THIS 11TH

DAY OF DECEMBER, 2013.

A Commissioner etc.

Court File No.

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.

Applicants

CONSENT

GRANT THORNTON LIMITED hereby consents to act as Monitor of the Applicants pursuant to the *Companies' Creditors Arrangement Act.*

DATED at Toronto, this 11th day of December, 2013

GRANT THORNTON LIMITED

Per: ____________________
Jonathan Krieger, CPA, CA, CIRP
Senior Vice President

TAB 3

Court File No. __________

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE ___	)	TUESDAY, THE 17TH
	)	
JUSTICE __________	)	DAY OF DECEMBER, 2013

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.

the "Applicants"

INITIAL ORDER

THIS APPLICATION, made by Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148993 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario Inc. and 2147650 Ontario Inc. (collectively, the "**Applicants**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Imran Jinnah sworn December 11, 2013 and the Exhibits thereto (the "**Jinnah Affidavit**"), the Proposed Monitor's Report to the Court and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Applicants, Grant Thornton Limited (as the proposed Monitor) and such other counsel as are present, no one else appearing although duly served as appears from the affidavit of service of [NAME] sworn [DATE] and on reading the consent Grant Thornton Limited to act as the Monitor,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

APPLICATION

2. **THIS COURT ORDERS AND DECLARES** that the Applicants are affiliated debtor companies to which the CCAA applies.

POSSESSION OF PROPERTY AND OPERATIONS

3. **THIS COURT ORDERS** that the Applicants shall remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"). Subject to further Order of this Court, the Applicants shall continue to carry on business in a manner consistent with the preservation of their business (the "**Business**") and Property. The Applicants shall be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively "**Assistants**") currently retained or employed by them, with liberty to retain such further Assistants as they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

4. **THIS COURT ORDERS** that the Applicants shall be entitled but not required to pay the following expenses whether incurred prior to or after this Order:

(a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and

(b) the fees and disbursements of any Assistants retained or employed by the Applicants in respect of these proceedings, at their standard rates and charges.

5. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, the Applicants shall be entitled but not required to pay all reasonable expenses incurred by the Applicants in carrying on the Business in the ordinary course on and after the date of this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

(a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the completion of Phases II and III of the Puccini Project (as defined in the Jinnah Affidavit) including, without limitation, payments on account of insurance, maintenance and security services; and

(b) payment for goods or services actually supplied to the Applicants following the date of this Order.

6. **THIS COURT ORDERS** that the Applicants shall remit, in accordance with legal requirements, or pay:

(a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;

(b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Applicants in connection with the sale of goods and services by the Applicants, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order, and

(c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicants.

7. **THIS COURT ORDERS** that, except as specifically permitted herein, the Applicants are hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicants to any of their creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of their Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

8. **THIS COURT ORDERS** that the Applicants shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents (as hereinafter defined), have the right to:

(a) permanently or temporarily cease, downsize or shut down any of their business or operations,

(b) terminate the employment of such of their employees or temporarily lay off such of their employees as they deems appropriate;

(c) pursue all avenues of refinancing of their Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing; and

(d) complete the construction and sale of the remaining 10 homes in Phases II and III of the Puccini Project with the approval of the Monitor in respect of all sales made in the ordinary course of the Applicants' business and otherwise with prior Court approval,

all of the foregoing to permit the Applicants to proceed with the completion of Phases II and III of the Puccini Project (the "**Restructuring**").

NO PROCEEDINGS AGAINST THE APPLICANTS OR THE PROPERTY

9. **THIS COURT ORDERS** that until and including January 16, 2014, or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**") shall be commenced or continued against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, except with the written

consent of the Applicants and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicants or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court, including the action commenced in Newmarket, Ontario by Con-Drain Company (1983) Limited against certain Applicants and others bearing Court File Number CV-13-115757-00.

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicants to carry on any business which the Applicants are not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

11. **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Applicants, except with the written consent of the Applicants and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Applicants or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Business or the Applicants, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Applicants, and that the Applicants shall be

entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Applicants in accordance with normal payment practices of the Applicants or such other practices as may be agreed upon by the supplier or service provider and each of the Applicants and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

13. **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of lease or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicants. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

14. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicants with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Applicants whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicants, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicants or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION

15. **THIS COURT ORDERS** that the Applicants shall indemnify their directors and officers against obligations and liabilities that they may incur as directors or officers of the Applicants after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

APPOINTMENT OF MONITOR

16. **THIS COURT ORDERS** that Grant Thornton Limited is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicants with the powers and obligations set out in the CCAA or set forth herein and that the Applicants and their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicants pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

17. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

(a) monitor the Applicants' receipts and disbursements;

(b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;

(c) assist the Applicants, to the extent required by the Applicants, in their dissemination, to the DIP Lender (as defined below) and its counsel on a periodic basis of financial and other information as agreed to between the Applicants and the DIP Lender which may be used in these proceedings including reporting on a basis to be agreed with the DIP Lender;

(d) advise the Applicants in their preparation of the Applicants' cash flow statements and reporting, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis or provided to the Court as required;

(e) to assist the Applicants with the Restructuring;

(f) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the

Applicants, to the extent that is necessary to adequately assess the Applicants' business and financial affairs or to perform its duties arising under this Order;

(g) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;

(h) perform the tasks requested to be performed by the Monitor under the DIP Term Sheet;

(i) to advise and assist the Applicants in their negotiations with their stakeholders;

(j) perform such other duties as are required by this Order or by this Court from time to time; and

(k) in the name and/or for the benefit of the Applicants, to exercise control over the receipts, disbursements and bank accounts of the Applicants and receive and collect all monies and accounts of the Applicants in respect of the Property.

18. **THIS COURT ORDERS** that, subject to paragraph 17(k) of this Order, the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

19. **THIS COURT ORDERS** that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall

exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

20. **THIS COURT ORDERS** that the Monitor shall provide any creditor of the Applicants and the DIP Lender with information provided by the Applicants in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicants is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicants may agree.

21. **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

22. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and counsel to the Applicants shall be paid their reasonable fees and disbursements, incurred both before and after the making of this Order, in each case at their standard rates and charges, by the Applicants as part of the costs of these proceedings. The Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicants on a monthly basis and, in addition, the Applicants are hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Applicant upon receipt of an invoice.

23. **THIS COURT ORDERS** that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

24. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and the Applicants' counsel shall be entitled to the benefit of and are hereby granted a charge (the "**Administration**

Charge") on the Property, which charge shall not exceed an aggregate amount of $500,000 as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 31 and 33 hereof.

DIP FINANCING

25. **THIS COURT ORDERS** that the Applicants are hereby authorized and empowered to obtain and borrow under a credit facility from Sandall Investments Limited (the "**DIP Lender**") in order to finance the completion of Phases II and III of the Puccini Project and the costs of these proceedings, provided that borrowings under such credit facility shall not exceed the principal amount of $1,000,000 unless permitted by further Order of this Court.

26. **THIS COURT ORDERS** that such credit facility shall be on the terms and subject to the conditions set forth in the term sheet among the Applicants and the DIP Lender dated as of December 11, 2013 (the "**Term Sheet**"), filed.

27. **THIS COURT ORDERS** that the Applicants are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, security documents, guarantees and other definitive documents (collectively, the "**Definitive Documents**"), as are contemplated by the Term Sheet or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Applicants are hereby authorized and directed to pay and perform all of their indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the Term Sheet and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

28. **THIS COURT ORDERS** that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the "**DIP Lender's Charge**") on the Property, which DIP Lender's Charge shall not secure an obligation that exists before this Order is made. The DIP Lender's Charge shall have the priority set out in paragraphs 31 and 33 hereof.

29. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

(a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge or any of the Definitive Documents;

(b) upon the occurrence of an event of default under the Definitive Documents or the DIP Lender's Charge, the DIP Lender may immediately terminate the facility and, upon seeking an Order of the Court on 5 days notice to the Applicants and the Monitor, may exercise any and all of its rights and remedies against the Applicants or the Property under or pursuant to the Term Sheet, Definitive Documents and the DIP Lender's Charge, including without limitation, to apply to this Court for the appointment of a receiver over the Property; and

(c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver, receiver and manager or lien trustee of the Applicants or the Property.

30. **THIS COURT ORDERS AND DECLARES** that the DIP Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicants under the CCAA with respect to any advances made under the Definitive Documents.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

31. **THIS COURT ORDERS** that the priorities of the Administration Charge and the DIP Lender's Charge, as among them, shall be as follows:

First – Administration Charge (to the maximum amount of $500,000); and

Second – DIP Lender's Charge.

32. **THIS COURT ORDERS** that the filing, registration or perfection of the Administration Charge or the DIP Lender's Charge (collectively, the "**Charges**") shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

33. **THIS COURT ORDERS** that each of the Administration Charge and the DIP Lender's Charge (all as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges, construction liens (whether or not perfected or preserved) and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person.

34. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicants shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Administration Charge or the DIP Lender's Charge, unless the Applicants also obtain the prior written consent of the Monitor, the DIP Lender and the beneficiaries of the Administration Charge, or further Order of this Court.

35. **THIS COURT ORDERS** that the Administration Charge, the Term Sheet, the Definitive Documents and the DIP Lender's Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") and/or the DIP Lender thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the Applicants, and notwithstanding any provision to the contrary in any Agreement:

(a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the Term Sheet or the Definitive Documents shall create or be deemed to constitute a breach by the Applicants of any Agreement to which they are a party;

(b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Applicants entering into the Term Sheet, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and

(c) the payments made by the Applicants pursuant to this Order, the Term Sheet or the Definitive Documents, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

SERVICE AND NOTICE

36. **THIS COURT ORDERS** that the Monitor shall (i) without delay, publish in the Toronto Star or the Globe and Mail a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicants of more than $1000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

37. **THIS COURT ORDERS** that the Applicants and the Monitor be at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission to the Applicants' creditors or other interested parties at their respective addresses as last shown on the records of the Applicants and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

38. **THIS COURT ORDERS** that the Applicants, the Monitor, and any party who has filed a Notice of Appearance may serve any court materials in these proceedings by e-mailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the Service List from time to time, and the Monitor may post a copy of any or all such materials on its website at www.grantthornton.ca/silverstreams.

GENERAL

39. **THIS COURT ORDERS** that the Applicants or the Monitor may from time to time apply to this Court for advice and directions in the discharge of their powers and duties hereunder.

40. **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, a trustee in bankruptcy or a lien trustee of the Applicants, the Business or the Property.

41. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

42. **THIS COURT ORDERS** that each of the Applicants and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

43. **THIS COURT ORDERS** that any interested party (including the Applicants and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

44. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.

TAB 4

Court File No. __________

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE ___ TUESDAY, THE 17TH	)	~~DAY, THE~~
	)	
JUSTICE __________ DECEMBER, ~~20~~ 2013	)	DAY OF

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 ~~[APPLICANT'S NAME] (the "Applicant")~~SILVER STREAMS HOMES INC., SILVER STREAMS HOMES (PUCCINI) INC., 2148993 ONTARIO INC., 2148990 ONTARIO INC., 2147681 ONTARIO INC. and 2147650 ONTARIO INC.

the "Applicants"

INITIAL ORDER

THIS APPLICATION, made by ~~the Applicant~~Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148993 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario Inc. and 2147650 Ontario Inc. (collectively, the "**Applicants**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of ~~[NAME]~~Imran Jinnah sworn ~~[DATE]~~December 11, 2013 and the Exhibits thereto~~,~~ (the "**Jinnah Affidavit**"), the Proposed Monitor's Report to the Court and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for ~~[NAMES], no~~

~~one appearing for [NAME]~~[1]the Applicants, Grant Thornton Limited (as the proposed Monitor) and such other counsel as are present, no one else appearing although duly served as appears from the affidavit of service of [NAME] sworn [DATE] and on reading the consent ~~of [MONITOR'S NAME]~~Grant Thornton Limited to act as the Monitor,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated[2] so that this Application is properly returnable today and hereby dispenses with further service thereof.

APPLICATION

2. **THIS COURT ORDERS AND DECLARES** that the ~~Applicant is a company~~Applicants are affiliated debtor companies to which the CCAA applies.

~~**PLAN OF ARRANGEMENT**~~

~~3. THIS COURT ORDERS that the Applicant shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "Plan").~~

POSSESSION OF PROPERTY AND OPERATIONS

3. ~~4.~~ **THIS COURT ORDERS** that the ~~Applicant~~Applicants shall remain in possession and control of ~~its~~their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"). Subject to further Order of this Court, the ~~Applicant~~Applicants shall continue to carry on business in a manner consistent with the preservation of ~~its~~their business (the "**Business**") and Property. The ~~Applicant~~Applicants shall be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively "**Assistants**") currently retained or employed by ~~it~~them, with liberty to retain such

[1] ~~Include names of secured creditors or other persons who must be served before certain relief in this model Order may be granted. See, for example, CCAA Sections 11.2(1), 11.3(1), 11.4(1), 11.51(1), 11.52(1), 32(1), 32(3), 33(2) and 36(2).~~

[2] ~~If service is effected in a manner other than as authorized by the Ontario *Rules of Civil Procedure*, an order validating irregular service is required pursuant to Rule 16.08 of the *Rules of Civil Procedure* and may be granted in appropriate circumstances.~~

further Assistants as ~~it deems~~they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

~~5.~~ ~~[THIS COURT ORDERS that the Applicant shall be entitled to continue to utilize the central cash management system[3] currently in place as described in the Affidavit of [NAME] sworn [DATE] or replace it with another substantially similar central cash management system (the "Cash Management System") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicant of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicant, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.]~~

4. ~~6. THIS COURT ORDERS that the Applicant~~**THIS COURT ORDERS** that the Applicants shall be entitled but not required to pay the following expenses whether incurred prior to or after this Order:

(a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and

(b) the fees and disbursements of any Assistants retained or employed by the ~~Applicant~~Applicants in respect of these proceedings, at their standard rates and charges.

5. ~~7.~~ **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, the ~~Applicant~~Applicants shall be entitled but not required to pay all reasonable expenses incurred

~~[3] This provision should only be utilized where necessary, in view of the fact that central cash management systems often operate in a manner that consolidates the cash of applicant companies. Specific attention should be paid to cross-border and inter-company transfers of cash.~~

by the ~~Applicant~~Applicants in carrying on the Business in the ordinary course on and after the date of this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

(a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the ~~Business~~completion of Phases II and III of the Puccini Project (as defined in the Jinnah Affidavit) including, without limitation, payments on account of insurance ~~(including directors and officers insurance)~~, maintenance and security services; and

(b) payment for goods or services actually supplied to the ~~Applicant~~Applicants following the date of this Order.

6. ~~8.~~ **THIS COURT ORDERS** that the ~~Applicant~~Applicants shall remit, in accordance with legal requirements, or pay:

(a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;

(b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the ~~Applicant~~Applicants in connection with the sale of goods and services by the ~~Applicant~~Applicants, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order, and

(c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the ~~Applicant.~~

~~9. THIS COURT ORDERS that until a real property lease is disclaimed [or resiliated][4] in accordance with the CCAA, the Applicant shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Applicant and the landlord from time to time ("Rent"), for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid~~Applicants.

7. ~~10.~~ **THIS COURT ORDERS** that, except as specifically permitted herein, the ~~Applicant is~~Applicants are hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the ~~Applicant~~Applicants to any of ~~its~~their creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of ~~its~~their Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

8. ~~11.~~ **THIS COURT ORDERS** that the ~~Applicant~~Applicants shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents (as hereinafter defined), have the right to:

(a) permanently or temporarily cease, downsize or shut down any of ~~its~~their business or operations, ~~**[and to dispose of redundant or non-material assets not exceeding $• in any one transaction or $• in the aggregate]**~~[5]

[4] ~~The term "resiliate" should remain if there are leased premises in the Province of Quebec, but can otherwise be removed.~~

[5] ~~Section 36 of the amended CCAA does not seem to contemplate a pre-approved power to sell (see subsection 36(3)) and moreover requires notice (subsection 36(2)) and evidence (subsection 36(7)) that may not have occurred or be available at the initial CCAA hearing.~~

(b) [terminate the employment of such of ~~its~~their employees or temporarily lay off such of ~~its~~their employees as ~~it~~they deems appropriate~~]~~;[6] ~~and~~

(c) pursue all avenues of refinancing of ~~its~~their Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing; and

(d) complete the construction and sale of the remaining 10 homes in Phases II and III of the Puccini Project with the approval of the Monitor in respect of all sales made in the ordinary course of the Applicants' business and otherwise with prior Court approval,

all of the foregoing to permit the ~~Applicant~~Applicants to proceed with ~~an orderly restructuring of the Business~~the completion of Phases II and III of the Puccini Project (the "**Restructuring**").

~~12. THIS COURT ORDERS that the Applicant shall provide each of the relevant landlords with notice of the Applicant's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Applicant's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicant, or by further Order of this Court upon application by the Applicant on at least two (2) days notice to such landlord and any such secured creditors. If the Applicant disclaims [or resiliates] the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer [or resiliation] of the lease shall be without prejudice to the Applicant's claim to the fixtures in dispute.~~

~~13. THIS COURT ORDERS that if a notice of disclaimer [or resiliation] is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer [or resiliation], the landlord may show the affected leased premises to~~

[6] ~~It is not clear to the Model Order Subcommittee whether the termination of an employee is a "disclaimer or resiliation" of the employment agreement within the meaning of Section 32 of the amended CCAA; since the termination of an employee may not be a matter governed by Section 32 of the amended CCAA (except to the extent that collective agreements are exempted from the application of that Section), the Subcommittee has left this provision in the Model Order.~~

~~prospective tenants during normal business hours, on giving the Applicant and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer [or resiliation], the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicant in respect of such lease or leased premises and such landlord shall be entitled to notify the Applicant of the basis on which it is taking possession and to gain possession of and re-lease such leased premises to any third party or parties on such terms as such landlord considers advisable, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.~~

NO PROCEEDINGS AGAINST THE ~~APPLICANT~~APPLICANTS OR THE PROPERTY

9. ~~14.~~ **THIS COURT ORDERS** that until and including ~~[DATE – MAX. 30 DAYS],~~January 16, 2014, or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**") shall be commenced or continued against or in respect of the ~~Applicant~~Applicants or the Monitor, or affecting the Business or the Property, except with the written consent of the ~~Applicant~~Applicants and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the ~~Applicant~~Applicants or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court~~.~~, including the action commenced in Newmarket, Ontario by Con-Drain Company (1983) Limited against certain Applicants and others bearing Court File Number CV-13-115757-00.

NO EXERCISE OF RIGHTS OR REMEDIES

10. ~~15.~~ **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of the ~~Applicant~~Applicants or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the ~~Applicant~~Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the ~~Applicant~~Applicants to carry on any business which the ~~Applicant is~~Applicants are not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory

body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

11. ~~16.~~ **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the ~~Applicant~~Applicants, except with the written consent of the ~~Applicant~~Applicants and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

12. ~~17.~~ **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the ~~Applicant~~Applicants or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Business or the ~~Applicant~~Applicants, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the ~~Applicant~~Applicants, and that the ~~Applicant~~Applicants shall be entitled to the continued use of ~~its~~their current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the ~~Applicant~~Applicants in accordance with normal payment practices of the ~~Applicant~~Applicants or such other practices as may be agreed upon by the supplier or service provider and each of the ~~Applicant~~Applicants and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

13. ~~18.~~ **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of lease or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or

re-advance any monies or otherwise extend any credit to the ~~Applicant~~Applicants. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.[7]

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

14. ~~19.~~ **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the ~~Applicant~~Applicants with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the ~~Applicant~~Applicants whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the ~~Applicant~~Applicants, if one is filed, is sanctioned by this Court or is refused by the creditors of the ~~Applicant~~Applicants or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION ~~AND CHARGE~~

15. ~~20.~~ **THIS COURT ORDERS** that the ~~Applicant~~Applicants shall indemnify ~~its~~their directors and officers against obligations and liabilities that they may incur as directors or officers of the ~~Applicant~~Applicants after the commencement of the within proceedings,[8] except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

~~21. THIS COURT ORDERS that the directors and officers of the Applicant shall be entitled to the benefit of and are hereby granted a charge (the "Directors' Charge")[9] on the Property, which charge shall not exceed an aggregate amount of $●, as security for the indemnity provided in paragraph **[20]** of this Order. The Directors' Charge shall have the priority set out in paragraphs **[38]** and **[40]** herein.~~

[7] ~~This non-derogation provision has acquired more significance due to the recent amendments to the CCAA, since a number of actions or steps cannot be stayed, or the stay is subject to certain limits and restrictions. See, for example, CCAA Sections 11.01, 11.04, 11.06, 11.07, 11.08, 11.1(2) and 11.5(1).~~

[8] ~~The broad indemnity language from Section 11.51 of the CCAA has been imported into this paragraph. The granting of the indemnity (whether or not secured by a Directors' Charge), and the scope of the indemnity, are discretionary matters that should be addressed with the Court.~~

[9] ~~Section 11.51(3) provides that the Court may not make this security/charging order if in the Court's opinion the Applicant could obtain adequate indemnification insurance for the director or officer at a reasonable cost.~~

~~22. THIS COURT ORDERS that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Applicant's directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph [20] of this Order.~~

APPOINTMENT OF MONITOR

16. ~~23.~~ **THIS COURT ORDERS** that ~~[MONITOR'S NAME]~~Grant Thornton Limited is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the ~~Applicant~~Applicants with the powers and obligations set out in the CCAA or set forth herein and that the ~~Applicant~~Applicants and ~~its~~their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the ~~Applicant~~Applicants pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

17. ~~24.~~ **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

(a) monitor the ~~Applicant's~~Applicants' receipts and disbursements;

(b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;

(c) assist the ~~Applicant~~Applicants, to the extent required by the ~~Applicant~~Applicants, in ~~its~~their dissemination, to the DIP Lender (as defined below) and its counsel on a ~~[TIME INTERVAL]~~periodic basis of financial and other information as agreed to between the ~~Applicant~~Applicants and the DIP Lender which may be used in these proceedings including reporting on a basis to be agreed with the DIP Lender;

(d) advise the ~~Applicant~~Applicants in ~~its~~their preparation of the ~~Applicant's~~Applicants' cash flow statements and reporting ~~required by the DIP Lender~~, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis~~, but not less than [TIME INTERVAL], or as otherwise agreed~~ or provided to ~~by~~ the ~~DIP Lender~~Court as required;

~~(e)~~ ~~advise the Applicant in its development of the Plan and any amendments to the Plan;~~

(e) ~~(f) assist the Applicant, to the extent required by the Applicant, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan~~to assist the Applicants with the Restructuring;

(f) ~~(g)~~ have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the ~~Applicant~~Applicants, to the extent that is necessary to adequately assess the ~~Applicant's~~Applicants' business and financial affairs or to perform its duties arising under this Order;

(g) ~~(h)~~ be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; ~~and~~

(h) perform the tasks requested to be performed by the Monitor under the DIP Term Sheet;

(i) to advise and assist the Applicants in their negotiations with their stakeholders;

(j) ~~(i)~~ perform such other duties as are required by this Order or by this Court from time to time; and

(k) in the name and/or for the benefit of the Applicants, to exercise control over the receipts, disbursements and bank accounts of the Applicants and receive and collect all monies and accounts of the Applicants in respect of the Property.

18. ~~25.~~ **THIS COURT ORDERS** that, subject to paragraph 17(k) of this Order, the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations

hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

19. ~~26.~~ **THIS COURT ORDERS** that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

20. ~~27.~~ **THIS COURT ORDERS** that ~~that~~ the Monitor shall provide any creditor of the ~~Applicant~~Applicants and the DIP Lender with information provided by the ~~Applicant~~Applicants in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the ~~Applicant~~Applicants is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the ~~Applicant~~Applicants may agree.

21. ~~28.~~ **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

22. ~~29.~~ **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and counsel to the ~~Applicant~~Applicants shall be paid their reasonable fees and disbursements, incurred both before and after the making of this Order, in each case at their standard rates and charges, by the ~~Applicant~~Applicants as part of the costs of these proceedings. The ~~Applicant is~~Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the ~~Applicant~~Applicants on a ~~[TIME INTERVAL]~~monthly basis and, in addition, the ~~Applicant is~~Applicants are hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Applicant~~, retainers in the amount[s] of $● [, respectively,] to be held by them as security for payment of their respective fees and disbursements outstanding from time to time~~ upon receipt of an invoice.

23. ~~30.~~ **THIS COURT ORDERS** that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

24. ~~31.~~ **THIS COURT ORDERS** that the Monitor, counsel to the Monitor~~, if any,~~ and the ~~Applicant's~~Applicants' counsel shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of $~~●,~~ 500,000 as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs ~~[38]~~31 and ~~[40]~~33 hereof.

DIP FINANCING

25. ~~32.~~ **THIS COURT ORDERS** that the ~~Applicant is~~Applicants are hereby authorized and empowered to obtain and borrow under a credit facility from ~~[DIP LENDER'S NAME]~~Sandall Investments Limited (the "**DIP Lender**") in order to finance the ~~Applicant's working capital requirements and other general corporate purposes and capital expenditures~~completion of Phases II and III of the Puccini Project and the costs of these proceedings, provided that borrowings under such credit facility shall not exceed ~~$●~~the principal amount of $1,000,000 unless permitted by further Order of this Court.

26. ~~33.~~ **THIS COURT ORDERS** ~~THAT~~that such credit facility shall be on the terms and subject to the conditions set forth in the ~~commitment letter between the Applicant~~term sheet among the Applicants and the DIP Lender dated as of ~~[DATE]~~December 11, 2013 (the "~~Commitment Letter~~**Term Sheet**"), filed.

27. ~~34.~~ **THIS COURT ORDERS** that the ~~Applicant is~~Applicants are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, ~~hypothecs and~~ security documents, guarantees and other definitive documents (collectively, the "**Definitive Documents**"), as are contemplated by the ~~Commitment Letter~~Term Sheet or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the ~~Applicant is~~Applicants are hereby authorized and directed to pay and perform all of ~~its~~their indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the ~~Commitment Letter~~Term Sheet and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

28. ~~35.~~ **THIS COURT ORDERS** that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the "**DIP Lender's Charge**") on the Property, which DIP Lender's Charge shall not secure an obligation that exists before this Order is made. The DIP Lender's Charge shall have the priority set out in paragraphs ~~[38]~~31 and ~~[40]~~33 hereof.

29. ~~36.~~ **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

(a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge or any of the Definitive Documents;

(b) upon the occurrence of an event of default under the Definitive Documents or the DIP Lender's Charge, the DIP Lender~~, upon ●~~ may immediately terminate the facility and, upon seeking an Order of the Court on 5 days notice to the ~~Applicant~~Applicants and the Monitor, may exercise any and all of its rights and remedies against the ~~Applicant~~Applicants or the Property under or pursuant to the ~~Commitment Letter~~Term Sheet, Definitive Documents and the DIP Lender's Charge, including without limitation, ~~to cease making advances to the Applicant and set off and/or consolidate any amounts owing by the DIP Lender to the Applicant against the~~

~~obligations of the Applicant to the DIP Lender under the Commitment Letter, the Definitive Documents or the DIP Lender's Charge, to make demand, accelerate payment and give other notices, or~~ to apply to this Court for the appointment of a receiver~~, receiver and manager or interim receiver, or for a bankruptcy order against the Applicant and for the appointment of a trustee in bankruptcy of the Applicant~~ over the Property; and

(c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver ~~or~~, receiver and manager or lien trustee of the ~~Applicant~~Applicants or the Property.

30. ~~37.~~ **THIS COURT ORDERS AND DECLARES** that the DIP Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the ~~Applicant~~Applicants under the CCAA~~, or any proposal filed by the Applicant under the *Bankruptcy and Insolvency Act* of Canada (the "BIA"),~~ with respect to any advances made under the Definitive Documents.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

31. ~~38.~~ **THIS COURT ORDERS** that the priorities of ~~the Directors' Charge,~~ the Administration Charge and the DIP Lender's Charge, as among them, shall be as follows[10]:

First – Administration Charge (to the maximum amount of $~~●~~500,000); and

Second – DIP Lender's Charge~~; andThird – Directors' Charge (to the maximum amount of $●)~~.

32. ~~39.~~ **THIS COURT ORDERS** that the filing, registration or perfection of ~~the Directors' Charge,~~ the Administration Charge or the DIP Lender's Charge (collectively, the "**Charges**") shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

[10] ~~The ranking of these Charges is for illustration purposes only, and is not meant to be determinative. This ranking may be subject to negotiation, and should be tailored to the circumstances of the case before the Court. Similarly, the quantum and caps applicable to the Charges should be considered in each case. Please also note that the CCAA now permits Charges in favour of critical suppliers and others, which should also be incorporated into this Order (and the rankings, above), where appropriate.~~

33. ~~40.~~ **THIS COURT ORDERS** that each of ~~the Directors' Charge,~~ the Administration Charge and the DIP Lender's Charge (all as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges, construction liens (whether or not perfected or preserved) and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person.

34. ~~41.~~ **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the ~~Applicant~~Applicants shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of ~~the Directors' Charge,~~ the Administration Charge or the DIP Lender's Charge, unless the ~~Applicant~~Applicants also ~~obtains~~obtain the prior written consent of the Monitor, the DIP Lender and the beneficiaries of ~~the Directors' Charge and~~ the Administration Charge, or further Order of this Court.

35. ~~42.~~ **THIS COURT ORDERS** that ~~the Directors' Charge,~~ the Administration Charge, the ~~Commitment Letter~~Term Sheet, the Definitive Documents and the DIP Lender's Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") and/or the DIP Lender thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the ~~Applicant~~Applicants, and notwithstanding any provision to the contrary in any Agreement:

(a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the ~~Commitment Letter~~Term Sheet or the Definitive Documents shall create or be deemed to constitute a breach by the ~~Applicant~~Applicants of any Agreement to which ~~it is~~they are a party;

(b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the ~~Applicant~~Applicants entering into the ~~Commitment Letter~~Term Sheet, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and

(c) the payments made by the ~~Applicant~~Applicants pursuant to this Order, the ~~Commitment Letter~~Term Sheet or the Definitive Documents, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

~~43. THIS COURT ORDERS that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicant's interest in such real property leases.~~

SERVICE AND NOTICE

36. ~~44.~~ **THIS COURT ORDERS** that the Monitor shall (i) without delay, publish in ~~[newspapers specified by the Court]~~the Toronto Star or the Globe and Mail a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the ~~Applicant~~Applicants of more than $1000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

37. ~~45.~~ **THIS COURT ORDERS** that the ~~Applicant~~Applicants and the Monitor be at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission to the ~~Applicant's~~Applicants' creditors or other interested parties at their respective addresses as last shown on the records of the ~~Applicant~~Applicants and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

38. ~~46.~~ **THIS COURT ORDERS** that the ~~Applicant~~Applicants, the Monitor, and any party who has filed a Notice of Appearance may serve any court materials in these proceedings by e-mailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the Service List from time to time, and the Monitor may post a copy of any or all such materials on its website at ~~[INSERT WEBSITE ADDRESS]~~www.grantthornton.ca/silverstreams.

GENERAL

39. ~~47.~~ **THIS COURT ORDERS** that the ~~Applicant~~Applicants or the Monitor may from time to time apply to this Court for advice and directions in the discharge of ~~its~~their powers and duties hereunder.

40. ~~48.~~ **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, ~~or~~ a trustee in bankruptcy or a lien trustee of the ~~Applicant~~Applicants, the Business or the Property.

41. ~~49.~~ **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the ~~Applicant~~Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the ~~Applicant~~Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the ~~Applicant~~Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

42. ~~50.~~ **THIS COURT ORDERS** that each of the ~~Applicant~~Applicants and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

43. ~~51.~~ **THIS COURT ORDERS** that any interested party (including the ~~Applicant~~Applicants and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

44. ~~52.~~ **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.

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Rendering set	standard

Legend:	
Insertion	
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Padding cell	

Statistics:	
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Insertions	177
Deletions	262
Moved from	1
Moved to	1
Style change	0
Format changed	0
Total changes	441

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

Court File No. 13-10362-00-CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at TORONTO

APPLICATION RECORD (VOL. II OF II)

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