

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.

JUSTICE WILTON-SIEGEL

TUESDAY, THE 29TH DAY

OF NOVEMBER, 2016

BETWEEN:

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

VESTING ORDER
(LOT 18)

THIS MOTION, made by the Applicants for, *inter alia*, an order vesting in Country Wide Homes at King South Inc. (the "**Purchaser**") the right, title and interest of 2148990 Ontario Inc. ("**214**") in and to the assets (the "**Purchased Assets**") described in the Agreement of Purchase and Sale dated November 7, 2016 (the "**Sale Agreement**") between the Purchaser and 214, appended as Exhibit C to the Affidavit of Imran Jinnah sworn November 11, 2016 (the "**Affidavit**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit and the exhibits thereto and the Eleventh Report of Grant Thornton Limited in its capacity as the Court-appointed monitor of the Applicants (the "**Monitor**") and on hearing the submissions of counsel for the Applicants, counsel for the Monitor and such other counsel as listed on the counsel slip, and no one appearing for any other

person on the service list, although properly served as appears from the affidavit of Lynn Lee sworn November 15, 2016, filed:

1. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Monitor's Certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "**Monitor's Certificate**"), all of 214's right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on Schedule B hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Newbould dated December 17, 2013 (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

2. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Titles Division of York Region (No. 65) of an Application for Vesting Order in the form prescribed by the *Land Titles Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the "**Real Property**") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

3. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Monitor's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the

sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

4. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof.

5. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Applicants and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Applicants;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Applicants and shall not be void or voidable by creditors of the Applicants, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

6. **THIS COURT ORDERS AND DECLARES** that the transaction contemplated by the Sale Agreement is exempt from the application of the *Bulk Sales Act* (Ontario).

7. **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 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 the Monitor as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Applicants, the Monitor and their agents in carrying out the terms of this Order.

W. Ham - LNT

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

NOV 29 2016

PER / PAR



Schedule A – Form of Monitor’s Certificate

Court File No. 13-10362-00-CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

**IN THE MATTER OF THE *COMPANIES’ CREDITORS ARRANGEMENT ACT*,
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**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

MONITOR’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Newbould of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated December 17, 2013, the restructuring proceedings of the Applicants were commenced under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, and Grant Thornton Limited was appointed as the Monitor of the Applicants (the “**Monitor**”).

B. Pursuant to an Order of the Court dated November 29, 2016, the Court granted an order vesting in Country Wide Homes at King South Inc. (collectively, the “**Purchaser**”) the right, title and interest of 2148990 Ontario Inc. (“**214**”) in the assets (the “**Purchased Assets**”) described in the agreement of purchase and sale made as of November 7, 2016 between 214 and the Purchaser (the “**Sale Agreement**”), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions

to closing as set out in the Sale Agreement have been satisfied or waived by 214 and the Purchaser; and (iii) the transaction contemplated by the Sale Agreement has been completed to the satisfaction of the Monitor.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE MONITOR CERTIFIES the following:

1. The Purchaser has paid and 214 has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to closing as set out in the Sale Agreement have been satisfied or waived by 214 and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Monitor.
4. This Certificate was delivered by the Monitor at _____ [TIME] on _____ [DATE].

**GRANT THORNTON LIMITED, in its
capacity as Court-appointed monitor of the
Applicants, and not in its personal capacity**

Per: _____

Name:

Title:

Schedule B – Purchased Assets

Lot 18 on Plan 65M4331; Town of Richmond Hill; PIN 03206-3503 (LT)

Schedule C – Claims to be deleted and expunged from title to Real Property

1. Instrument No. YR1084937 registered on November 9, 2007 is a Transfer/Deed of Land registered in favour of 2148990 Ontario Inc.
2. Instrument No. YR1273792 registered on January 5, 2009 is a Charge/Mortgage of Land in the principal amount of \$12,387,000 in favour of the Bank of Montreal.
3. Instrument No. YR1273793 registered on January 5, 2009 is a Notice of General Assignment of Rents in favour of the Bank of Montreal.
4. Instrument No. YR1315616 registered on May 12, 2009 is a Notice of Agreement Amending Mortgage relating to Instrument No. YR1273792.
5. Instrument No. YR1388186 registered on October 13, 2009 is a Postponement by Bank of Montreal in favour of The Corporation of the Town of Richmond Hill relating to Instrument Nos. YR1273792 to YR1376244.
6. Instrument No. YR1493832 registered on June 10, 2010 is a Notice of Agreement Amending Mortgage relating to Instrument No. YR1273792.
7. Instrument No. YR1562903 registered on October 18, 2010 is a Charge/Mortgage of Land in the principal amount of \$2,000,000 in favour of 53 Puccini Mortgage Corp.
8. Instrument No. YR1578126 registered on November 22, 2010 is a Postponement by 53 Puccini Mortgage Corp. in favour of Bank of Montreal relating to Instrument Nos. YR1562903 to YR1273792.
9. Instrument No. YR1657652 registered on June 2, 2011 is a Notice of Agreement Amending Mortgage relating to Instrument No. YR1562903.
10. Instrument No. YR1657656 registered on June 2, 2011 is a Charge/Mortgage of Land in the principal amount of \$3,200,000 in favour of Nastell Investments Limited.
11. Instrument No. YR1783162 registered on February 13, 2012 is a Notice of Agreement Amending Mortgage relating to Instrument No. YR1657656.
12. Instrument No. YR1812191 registered on April 23, 2012 is a Postponement by Bank of Montreal in favour of The Corporation of the Town of Richmond Hill relating to Instrument Nos. YR1273792, YR1273793, YR1315616 and YR1493832 to YR1811419.
13. Instrument No. YR1812192 registered on April 23, 2012 is a Postponement by 53 Puccini Mortgage Corp. in favour of The Corporation of the Town of Richmond Hill relating to Instrument Nos. YR1562903 and YR1657652 to YR1811419.

14. Instrument No. YR1812193 registered on April 23, 2012 is a Postponement by Nastell Investments Limited in favour of The Corporation of the Town of Richmond Hill relating to Instrument Nos. YR1657656 and YR1783162 to YR1811419.
15. Instrument No. YR1858108 registered on July 20, 2012 is a Postponement by Bank of Montreal in favour of The Corporation of the Town of Richmond Hill relating to Instrument Nos. YR1273792, YR1273793, YR1315616 & YR1493832 TO YR 1858108.
16. Instrument No. YR1858124 registered on July 23, 2012 is a Postponement by 53 Puccini Mortgage Corp. in favour of The Corporation of the Town of Richmond Hill relating to Instrument Nos. YR1562903 & YR1657652 TO YR1858108
17. Instrument No. YR1858125 registered on July 23, 2012 is a Postponement by Nastell Investments Limited in favour of The Corporation of the Town of Richmond Hill relating to Instrument Nos. YR1657656 and YR1783162 to YR1811419. .
18. Instrument No. YR2016863 registered on August 9, 2013 is a Construction Lien in the amount of \$94,837 in favour of Con-Drain Company (1983) Limited.
19. Instrument No. YR2016890 registered on August 9, 2013 is a Notice registered by Con-Drain Company (1983) Limited.
20. Instrument No. YR2043150 registered on October 3, 2013 is a Certificate registered by Con-Drain Company (1983) Ltd. relating to the Construction Lien registered as Instrument No. YR2016863.
21. Instrument No. YR2048904 registered on October 18, 2013 is a Construction Lien in the amount of \$135,060 in favour of Argo Lumber Inc.
22. Instrument No. YR2049079 registered on October 18, 2013 is a Construction Lien in the amount of \$104,574 in favour of The King-Con Corporation.
23. Instrument No. YR2050277 registered on October 22, 2013 is a Construction Lien in the amount of \$67,793 in favour of Newmar Window Manufacturing Inc.
24. Instrument No. YR2056986 registered on November 6, 2013 is a Construction Lien in the amount of \$554,354 in favour of Pilbro III Inc.
25. Instrument No. YR2057173 registered on November 6, 2013 is a Construction Lien in the amount of \$521,675 in favour of Medi Group Incorporated.
26. Instrument No. YR2057568 registered on November 7, 2013 is a Construction Lien in the amount of \$94,922 in favour of Cardell Flooring Ltd.
27. Instrument No. YR2057675 registered on November 7, 2013 is a Construction Lien in the amount of \$434,578 in favour of Foremont Drywall Inc., 1382479 Ontario Inc., 1382503 Ontario Inc., and 2203579 Ontario Inc.

28. Instrument No. YR2057676 registered on November 7, 2013 is a Construction Lien in the amount of \$216,202 in favour of Canadian Concrete Forming Limited.
29. Instrument No. YR2057677 registered on November 7, 2013 is a Construction Lien in the amount of \$227,303 in favour of Pave Plumbing & Heating Inc.
30. Instrument No. YR2058240 registered on November 8, 2013 is a Construction Lien in the amount of \$328,674 in favour of E. D. Carpenters Limited.
31. Instrument No. YR2058638 registered on November 12, 2013 is a Construction Lien in the amount of \$203,870 in favour of The Sanderson-Harold Company Limited.
32. Instrument No. YR2058688 registered on November 12, 2013 is a Construction Lien in the amount of \$186,364 in favour of Solo Electric Ltd.
33. Instrument No. YR2059379 registered on November 13, 2013 is a Construction Lien in the amount of \$91,519 in favour of 1865721 Ontario Inc.
34. Instrument No. YR2060246 registered on November 14, 2013 is a Construction Lien in the amount of \$108,287 in favour of 669857 Ontario Inc.
35. Instrument No. YR2060384 registered on November 14, 2013 is a Construction Lien in the amount of \$29,392 in favour of Renova Recycling (2000) Inc.
36. Instrument No. YR2060546 registered on November 15, 2013 is a Certificate registered by 1865721 Ontario Inc. relating to the Construction Lien registered as Instrument No. YR2059379.
37. Instrument No. YR2060547 registered on November 15, 2013 is a Certificate registered by Medi Group Incorporated relating to the Construction Lien registered as Instrument No. YR2057173.
38. Instrument No. YR2060548 registered on November 15, 2013 is a Certificate registered by Cardell Flooring Ltd. relating to the Construction Lien registered as Instrument No. YR2057568.
39. Instrument No. YR2060549 registered on November 15, 2013 is a Certificate registered by Canadian Concrete Forming Limited relating to the Construction Lien registered as Instrument No. YR2057676.
40. Instrument No. YR2060550 registered on November 15, 2013 is a Certificate registered by Foremont Drywall Inc., 1382479 Ontario Inc., 1382503 Ontario Inc. and 2203579 Ontario Inc., c.o.b. Foremont Drywall Contracting relating to the Construction Lien registered as Instrument No. YR2057675.
41. Instrument No. YR2060551 registered on November 15, 2013 is a Certificate registered by E. D. Carpenters Limited relating to the Construction Lien registered as Instrument No. YR2058240.

42. Instrument No. YR2060571 registered on November 15, 2013 is a Certificate registered by Solo Electric Ltd. relating to the Construction Lien registered as Instrument No. YR2058688.
43. Instrument No. YR2060572 registered on November 15, 2013 is a Certificate registered by Pilbro III Inc. relating to the Construction Lien registered as Instrument No. YR2056986.
44. Instrument No. YR2060573 registered on November 15, 2013 is a Certificate registered by Pave Plumbing & Heating Inc. relating to the Construction Lien registered as Instrument No. YR2057677.
45. Instrument No. YR2061882 registered on November 18, 2013 is a Certificate of Action registered by The King-Con Corporation relating to the Construction Lien registered as YR2049079.
46. Instrument No. YR2062198 registered on November 19, 2013 is a Construction Lien in the amount of \$46,559 in favour of GM Exteriors Inc.
47. Instrument No. YR2062199 registered on November 19, 2013 is a Construction Lien in the amount of \$82,579 in favour of Giancola Aluminum Contractors Inc.
48. Instrument No. YR2067687 registered on November 29, 2013 is a Certificate of Action registered by Argo Lumber Inc. relating to the Construction Lien registered as Instrument No. YR2048904.
49. Instrument No. YR2067695 registered on November 29, 2013 is a Certificate of Action registered by Newmar Window Manufacturing Inc. relating to the Construction Lien registered as Instrument No. YR2050277.
50. Instrument No. YR2070295 registered on December 5, 2013 is a Certificate registered by GM Exteriors Inc. relating to the Construction Lien registered as Instrument No. YR2062198.
51. Instrument No. YR2070296 registered on December 5, 2013 is a Certificate registered by Giancola Aluminum Contractors Inc. relating to the Construction Lien registered as Instrument No. YR2062199.
52. Instrument No. YR2075688 registered on December 17, 2013 is a Certificate registered by 669857 Ontario Inc. relating to the Construction Lien registered as Instrument No. YR2060246.
53. Instrument No. YR2095047 registered on February 12, 2014 is a Certificate of Action registered by Renova Recycling (2000) Inc. relating to the Construction Lien registered as Instrument No. YR2060384.

**Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property**

(unaffected by the Vesting Order)

1. Instrument No. YR1376244 registered on September 18, 2009 is a Notice of Subdivision Agreement in favour of The Corporation of the Town of Richmond Hill.
2. Instrument No. YR1811419 registered on April 20, 2012 is a Notice of Subdivision Agreement in favour of The Corporation of the Town of Richmond Hill.
3. Instrument No. 65M4331 registered on July 20, 2012 is a Plan of Subdivision.
4. Instrument No. 65R33751 registered on July 20, 2012 is a Plan Reference.
5. Instrument No. YR185108 registered on July 23, 2012 is a Transfer Easement from 2148990 Ontario Inc. to The Corporation of the Town of Richmond Hill.

Court File No. 13-10362-00-CL

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST) Proceedings commenced at TORONTO	VESTING ORDER (LOT 18)	CHAITONS LLP Barristers and Solicitors 5000 Yonge Street, 10th Floor Toronto, ON M2N 7E9 Stephen Schwartz LSUC#: 25980A Tel: 416-218-1132 Fax: 416-218-1832 Maya Poliak LSUC# 54100A Tel: (416) 218-1161 Fax: (416) 218-1844 Lawyers for the Applicants
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