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. I OF II)

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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

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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

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Court File No. 13-10360-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

IN THE MATTER OF A PLAN OF COMPROMISE 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

NOTICE OF APPLICATION

TO THE PARTIES HEREIN:

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicants. The claim made by the Applicants appears on the following pages.

THIS APPLICATION will come on for a hearing before a Judge of the Ontario Superior Court of Justice (Commercial List) on **TUESDAY, THE 17TH DAY OF DECEMBER, 2013 AT 10:00 A.M.**, or as soon after that time as the application can be heard at 330 University Avenue, Toronto, Ontario.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the Rules of Civil Procedure, serve it on the Applicants' lawyers or, where the Applicants do not have a lawyer, serve it on the Applicants, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the Applicants' lawyer or, where the Applicants do not have a lawyer, serve it on the Applicants, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least two days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU.

IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date: December 11, 2013

Issued by: ______________________________
Local Registrar

Giuseppe Dipietro
Registrar

Address of Court Office:
330 University Avenue
7th Floor
Toronto, Ontario
M5G 1R7

TO: **SERVICE LIST**

APPLICATION

1. The Applicants, Silver Streams Homes Inc. ("**Silver Streams**"), Silver Streams Homes (Puccini) Inc. ("**Puccini**"), 2148993 Ontario Inc. ("**2148993**"), 2148990 Ontario Inc. ("**2148990**"), 2147681 Ontario Inc. ("**2147681**") and 2147650 Ontario Inc. ("**2147650**") make an application for an order substantially in the form attached as Schedule "A" hereto:

   (a) abridging the time for service and filing of this Notice of Application and the Application Record, and dispensing with service on any person other than those served;

   (b) declaring that the Applicants are affiliated debtor companies to which the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") applies;

   (c) appointing Grant Thornton Limited ("**Grant Thornton**") as monitor of the Applicants in these proceedings (in such capacity, the "**Monitor**");

   (d) staying all proceedings taken or that might be taken in respect of the Monitor, the Applicants, their directors and officers or any of their property, including the action commenced by Con-Drain Company (1983) Limited against certain Applicants and others, bearing court file number CV-13-115757-00, in Newmarket, Ontario (the "**Con-Drain Action**");

   (e) authorizing the Applicants to complete the construction and sale of Phase II and III homes in the Puccini Project (as defined below);

   (f) authorizing the Applicants to enter into, and borrow under, the DIP term sheet (the "**DIP Term Sheet**") issued by Sandall Investments Limited (the "**DIP Lender**") in favour of the Applicants;

   (g) granting the following charges over the property of the Applicants:

      (i) a priority charge in favour of the Applicants' counsel, the Monitor and the Monitor's counsel in the maximum amount of $500,000 (the "**Administration Charge**"); and

      (ii) a priority charge in favour of the DIP Lender to secure all amounts owing under the DIP Term Sheet;

   (h) vesting in the respective purchasers all of the Applicants' rights, title and interest in and to the houses on lots 22 and 25 of Phase III of the Puccini Project free and clear of all liens, mortgages, charges and other encumbrances other than those contemplated by the applicable agreements of purchase and sale; and

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

2. The grounds for the application are as follows:

(a) The Applicants are affiliated Ontario corporations owned by Imran Jinnah.

(b) Silver Streams is a residential homebuilder in the Greater Toronto Area. Silver Streams is in the process of completing a project located at Bathurst Street and King Road in Richmond Hill, Ontario (the "**Puccini Project**").

(c) Puccini was incorporated for the purpose of selling the homes in the Puccini Project. Both Silver Streams and Puccini are registered with Tarion Warranty Corporation as a builder and a vendor, respectively.

(d) The Puccini Project is being built in four phases. Title to the lands in Phases I, II and III are in the names of 2148990, 2148993, 2147650, and 2147681. Title to the Phase IV lands is in the name of 2 148991 Ontario Inc., a non-debtor in these proceedings.

(e) Construction of Phase I of the Puccini Project has been completed and all homes have been sold.

(f) There are currently 10 remaining homes in Phases II and III of the Puccini Project that are in various stages of completion. Two of the homes have been presold.

(g) The Applicants have experienced significant financial difficulties and are unable to complete the construction of the remaining 10 homes without additional financing. The Applicants are insolvent on both a balance sheet and cash flow basis.

(h) The Applicants have defaulted on their mortgage obligations to their institutional and private secured lenders who are collectively owed approximately $12 million.

(i) A number of trades have registered claims for lien under the *Construction Lien Act* against title to various lots in the Puccini Project. The total amount of the liens is approximately $3.5 million.

(j) Several of the mortgagees and lien claimants have commenced enforcement proceedings to recover payment of the amounts owing to them.

(k) The Applicants require a stay of proceedings in order to preserve the status quo and to obtain the necessary financing to complete the construction of the 10 remaining homes.

(l) The Applicants' objective is to complete the 10 remaining homes in Phases II and III of the Puccini Project and to apply the net sale proceeds, after payment of operating costs and the costs of these proceedings, to payment of their creditors' claims in the priority determined by the Court. The 10 homes are expected to generate gross revenue of approximately $8 million to $9 million whereas construction costs to completion are estimated to be approximately $800,000 to $1 million.

(m) In the absence of additional financing the Applicants are unable to complete the 10 remaining homes and convey title to home buyers. An affiliate of one of the private mortgage lenders has offered to make available to the Applicants a debtor-in-possession loan in the maximum amount of $1 million on the terms and conditions set out in the DIP Term Sheet attached as an exhibit to the Affidavit of Imran Jinnah sworn December 11, 2013, including that the Court issue a priority charge securing the amounts owing under the DIP Term Sheet.

(n) The private mortgage lenders, who represent the majority of the Applicants' secured creditors, support this CCAA application and the DIP financing sought.

(o) Lots 22 and 25 of Phase III (the "**Presold Homes**") have been presold and the purchasers of these homes are ready, willing and able to close. It is a condition of closing that Puccini transfer title to these homes free and clear of any liens, mortgages, charges and other encumbrances, except for those encumbrances contemplated by the applicable agreements of purchase and sale. In the circumstances, Puccini is unable to do so without the benefit of a vesting order issued by this Court.

(p) The Applicants are seeking at this time an order vesting in the respective purchasers all of their rights, title and interest in and to the Presold Homes free and clear of all liens, mortgages, charges and other encumbrances, except for those encumbrances contemplated by the applicable agreements of purchase and sale, upon the delivery to the respective purchaser by the Monitor of a certificate confirming that the purchase price for the applicable house has been paid and the transaction has been completed.

(q) The Applicants are debtor affiliated companies to which the CCAA applies.

(r) Grant Thornton has agreed to act as Monitor;

(s) the provisions of the CCAA and the inherent and equitable jurisdiction of this Honourable Court;

(t) Rules 1.04, 2.03, 3.02, 14.05(2), 16, 17.02(a), (n) and (o) and 38 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended and section 106 of the *Courts of Justice Act*, R.S.O. 1990, Reg. 194; and

(u) such further and other grounds as counsel may advise and this Honourable Court may permit.

3. The following documentary evidence will be used at the hearing of the application:

(a) the Affidavit of Imran Jinnah sworn December 11, 2013, and the exhibits attached thereto;

(b) the Consent of Grant Thornton to act as Monitor;

(c) the Proposed Monitor's Report; and

(d) such further and other evidence as counsel may advise and this Honourable Court may permit.

Date: December 11, 2013

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Lawyers for the Applicants

SCHEDULE "A"

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.

IN THE MATTER OF *COMPANIES' CREDITORS ARRANGEMENT ACT*

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

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

NOTICE OF APPLICATION

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Lawyers for the Applicants

TAB 2

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

AFFIDAVIT OF IMRAN JINNAH

I, Imran Jinnah, of the Town of Richmond Hill, in the Province of Ontario **MAKE OATH AND SAY AS FOLLOWS:**

1. I am the sole officer, director and shareholder of the Applicants, Silver Streams Homes Inc. ("Silver Streams") and Silver Streams Homes (Puccini) Inc. ("Puccini"). I am also the sole officer, director and shareholder of the Applicants 2148993 Ontario Inc. ("2148993"), 2148990 Ontario Inc. ("2148990"), 214768 1 Ontario Inc. ("2147681") and 2147650 Ontario Inc. ("2147650", collectively, the "Title Holders"). As such, I have personal knowledge of the matters to which I dispose in this affidavit, save and except for such facts or matters which are stated to be based on information and belief and where so stated, I believe same to be true.

2. I swear this affidavit in support of an application by the Applicants for relief under the *Companies' Creditors Arrangement Act,* R.S.C. 1985, C. C-36, as amended (the "CCAA").

OVERVIEW

3. Silver Streams is a residential homebuilder in the Greater Toronto Area. To date, it has successfully built approximately 100 homes and is in a position to build and complete a further 48 homes in the Puccini Project (defined below).

4. As described in further detail below, the Applicants have experienced significant financial challenges due to delays involved in the development of the Puccini Project and are insolvent. Secured debt in excess of $12 million is currently in default and numerous construction liens totalling in excess of $3.5 million have been registered against title to various lots in the Puccini Project.

5. There are currently 10 remaining homes in Phases II and III of the Puccini Project that are in various stages of completion. Two (2) of the homes have been presold and with minimal additional work can close shortly.

6. The Applicants' objective is to complete the 10 remaining homes in Phases II and III of the Puccini Project and to apply the net sale proceeds, after payment of operating costs and the costs of these proceedings, to payment of their creditors' claims in the priority determined by the Court.

7. A private lender affiliated with an existing secured lender has indicated it is prepared to provide the Applicants with debtor-in-possession ("DIP") financing to enable the Applicants to complete the construction of the homes and fund the costs of these proceedings.

8. The completion of the homes maximizes value for the Applicants' stakeholders and protects the interests of purchasers under executory agreements of purchase and sale.

THE APPLICANTS

9. Silver Streams was incorporated in 2003. In or about December 2003 it became a registrant with Tarion Warranty Corporation ("Tarion") as a home builder.

10. To date, Silver Streams has successfully completed the following projects:

(a) St. Albans Mews – a 9 townhouse home project, located in Holland Landing, Ontario - completed in 2006;

(b) Ashcott Mews – a 14 detached home project, located in Scarborough, Ontario – completed in 2008; and

(c) D&I Developments – a 4 detached home project, located in Maple, Ontario - completed in 2012.

THE PUCCINI PROJECT

11. In addition to the projects described in paragraph 10 above, the Applicants are in the process of completing a project of 118 units including detached homes, semi-detached homes and townhouses located at Bathurst Street and King Road in Richmond Hill, Ontario (the "Puccini Project"). The Puccini Project is being built in 4 phases. Title to the lands in Phases I, II and III are in the names of 2148990, 2148993, 2147650, and 2147681. Phase I comprises 20 detached homes and was completed in 2010. Phase II comprises 25 detached homes and was completed in late 2012. All but 3 homes in Phase II have been sold. Phase III consists of 25 detached homes. Eighteen (18)

of the homes were completed and sold between June and September 2013. Phase IV is registered in the name of 2148991 Ontario Inc. ("2148991") (a non-debtor in these proceedings) and consists of 40 townhouse units and 8 semi-detached homes. Construction of the homes in Phase IV has not yet commenced, although 33 of the homes have been presold. Attached hereto and marked as **Exhibit "A"** is a colour coded site map of the Puccini Project.

12. Puccini was incorporated in October 2008 for the purpose of selling the homes in the Puccini Project. Puccini is registered with Tarion and is the vendor under the agreements of purchase and sale for homes in the Puccini Project.

PUCCINI PROJECT FINANCING

BMO

13. Pursuant to a Term Sheet dated as of August 25, 2008 among Symphony Series Co-Tenancy Corp. ("Symphony") as Borrower, myself as guarantor, and Bank of Montreal ("BMO") as lender, BMO made available to Symphony, three credit facilities. Facility 1 was in the amount of $7,787,000 and was to repay existing financing in the amount of $4.9 million and to finance the servicing of Phases I, II and III of the Puccini Project. Facility 2 was in the amount of $1.1 million and was to finance Letters of Credit in favour of Tarion and Municipal and Regional Authorities. Facility 3 was in the amount of $3.5 million and was to finance construction of pre-sold homes. A true copy of the term sheet dated August 25, 2008 is attached as **Exhibit "B".**

14. After its incorporation, we decided to develop the Puccini Project through Puccini and, accordingly, BMO made the above credit facilities available to Puccini as opposed to Symphony.

15. The BMO credit facilities were amended over time. Attached hereto and marked collectively as **Exhibit "C"** are true copies of the subsequent BMO term sheets.

16. All of the indebtedness owing to BMO under the credit facilities are secured, *inter alia*, by:

(a) Demand First Mortgages registered against title to the Phase I, II and III lands(the "**BMO Mortgages**"); and

(b) a General Security Agreement in favour of BMO;

Attached hereto and marked as **Exhibit "D"** and **Exhibit "E"** respectively are true copies of the BMO Mortgages and the General Security Agreement.

17. The loans granted by BMO in connection with the Puccini Project have substantially been repaid. Currently, the outstanding indebtedness to BMO is approximately $700,000.

HOME TRUST

18. In August 2012, Home Trust Company ("Home Trust") made loans to 2148990 and 2147650 each in the original principal amount of $617,500. As security for the loans, 2148990 and 2147650 each granted Home Trust first mortgages registered against title to Lots 23 and 24 in Phase II. The loans were renewed in August 2013. The loans are currently in default. Attached hereto and marked collectively as **Exhibit "F"** are true copies of the August 2012 term sheets, the August 2013 renewal letters and the default letters issued by Home Trust dated November 7, 2013.

FOREMOST

19. Pursuant to a term sheet dated January 15, 2013 Foremost Financial Corporation ("Foremost") granted a loan to 2147681 in the original principal amount of $640,000. The loan was not fully advanced. As set out in the term sheet, the total approximate advance was $467,585. The loan is currently in default. As security for the loan, 2147681 granted Foremost a first mortgage registered against title to Lot 1 in Phase II. Attached hereto and marked as **Exhibit "G"** is a true copy of the Foremost term sheet.

PRIVATE LENDERS

20. A number of private lenders also provided financing to the Puccini Project which loans are secured, *inter alia*, by mortgages registered against title to various lots of the Phase I, II and III lands. These mortgages matured in February 2013. The last time any interest payments were made on any of these loans was August 2013.

21. The total principal amount outstanding under these loans is in excess of $10 million. A chart summarizing the name of the private lender, the original amount of the loan and the approximate amount currently owing is set out below:

Lender	**Original Principal Amount**	**Outstanding Amount**
Puccini Mortgage Corporation	$2,600,000	$1,396,639
Dapaul Management Mortgage	$5,500,000	$3,178,055
388242 Ontario Limited	$1,500,000	$833,343

53 Puccini Mortgage Corp.	$2,000,000	$2,092,603
Nastell Investments Limited	$3,200,000	$3,054,860
Castle Lane Design Group Inc.	$3,500,000	$412,000

OTHER SECURED CREDITORS

22. I am advised by our lawyer, Stephen Schwartz, a partner with Chaitons LLP, that he obtained searches from the Ontario Personal Property Security Registration (the "PPSR") in respect of registrations which are outstanding against the Applicants as at December 4, 2013. In addition to registrations in favour of BMO and certain private lenders, the PPSR searches disclose the particulars of the following registrations registered subsequent to BMO and the private lenders against Silver Streams and Puccini:

(a) Royal Bank of Canada ("RBC") in respect of accounts; and

(b) National Leasing Group Inc. in respect of certain equipment.

23. With the exception of the registrations in favour of BMO and certain private lenders, there are no other registrations against the Title Holders. Copies of the PPSR searches are attached hereto and marked collectively as **Exhibit "H"**.

24. RBC provided financing to 2148991 to fund the acquisition of the land and fund servicing costs for Phase IV of the Puccini Project. As security for RBC's loan to 2148991, Silver Streams and Puccini provided corporate guarantees to RBC.

APPLICANTS' FINANCIAL DIFFICULTIES

25. The Puccini Project lands were acquired at different stages. The property was fully acquired by 2008. Acquisition financing for the lands was obtained by loans from Carevest Capital Inc. ("Carevest") and vendor take back financing. All of the vendor take back financing and the loans from Carevest have been refinanced with the proceeds of the BMO loans and private lenders' loans referenced above. The Applicants are borrowers or guarantors of the loans obtained by one or more of the Applicants from BMO and the private lenders to finance the acquisition and construction of the Puccini Project.

26. Our initial plan was to bring the lots to market within 2 years from acquisition of the lands. However, in 2008, the real estate market experienced a significant decline. We were unable to obtain financing for the construction of all of the homes at one time. Our construction lender, BMO, was only initially prepared to provide us with financing for the 20 homes in Phase I.

27. The inability to obtain construction financing for all of the homes at one time had a significant impact on the Applicants and is the primary reason for their financial woes. Further, the Applicants' ability to obtain municipal approval to build the remaining lots was delayed significantly. Rather than obtaining registration of a plan of subdivision for the entire project at one stage, due to financing constraints we were forced to apply on 3 different occasions for registration of a plan of subdivision for each phase. On each occasion it was as if Silver Streams was making an initial application and the conditions for approval that are common in the development process had to be met again. As a result, rather than obtaining approval to build all of the lots at one time, Silver Streams had to obtain approval three separate times with substantial delays between the approvals.

28. There were additional factors that contributed to the delay. Con-Drain took many more months to service the lands than originally anticipated.

29. Silver Streams was sued by an investor. The litigation was successfully defended. However, the litigation further delayed construction.

30. There were strikes by trades which caused delays.

31. As a result of the delays, the Applicants' costs continued to mount and they ran out of money. This required Silver Streams to obtain additional financing to carry the project and pay development costs. The financing for these matters was obtained from the private lenders described above. The private lenders did not provide any construction financing. The funds obtained from these lenders were used to refinance existing debt, establish interest reserves, pay financing costs, development charges and relevant municipal fees such as building permit fees and for working capital.

32. The Applicants do not have sufficient resources to complete construction of the remaining Phase II and III homes; service the loans to the private lenders; fund Tarion warranty work; pay trade suppliers to the Puccini Project and general overhead expenses.

33. Certain of the private lenders have issued Notices of Sale under Mortgage. Attached hereto and marked collectively as **Exhibit "I"** are true copies of the Notices of Sale.

34. A number of trades have registered claims for lien under the *Construction Lien Act* against title to the lots in the Puccini Project due to non-payment. The total amount of the liens are

approximately $3.5 million. As at December 9, 2013 the lien claimants and the amounts of their liens are as follows:

Lien Claimant	**Amount of Claim**
1865721 Ontario Inc.	$91,518.55
Canadian Concrete Forming Limited	$216,201.68
Cardell Flooring Ltd.	$94,922.10
E.D. Carpenters Limited	$328,674.01
Foremont Drywall Inc., 1382479 Ontario Inc., 1382503 Ontario Inc., 2203579 Ontario Inc. c.o.b. as Foremont Drywall Contracting	$434,577.93
Medi Group Incorporated	$521,675.00
Pave Plumbing & Heating Inc.	$227,302.95
Pilbro III Inc.	$554,353.82
Solo Electric Inc.	$186,364.16
Argo Lumber Inc.	$135,060.00
The King-Com Corporation	$104,574.23
The Sanderson-Harold Company Limited	$203,870.00
669857 Ontario Inc.	$108,287.00
Renova Recycling (2000) Inc.	$29,392.00
Newmar Window Manufacturing Inc.	$67,793.00
Con-Drain Company (1983) Limited	$94,837.00
Trustees of the Labourers' Union of North America Local 183	$22,568.00
669857 Ontario Inc. o/a Alma Mechanical	$108,287.44
Gincola Aluminum Contractors Inc.	$82,579.00
GM Exteriors Inc.	$46,559.20

Subsearches of title to Phases I, II and III of the Puccini Project and a chart showing the registered mortgages and construction lien claims against the remaining lots are attached hereto and marked as **Exhibit "J"**.

OTHER CREDITORS

35. There are a number of trade creditors totalling approximately $300,000. A number of these creditors have made demand for payment or commenced a collection action.

36. Puccini retained a number of consultants in connection with the development of the Puccini Project. These consultants have not been fully paid and are currently owed the total approximate amount of $254,198.

37. Including myself and my wife Asma Jinnah, Silver Streams and Puccini have approximately 10 salaried and hourly employees and contractors that are involved in all aspects of the development and sale of the homes including construction management, marketing and after sales service and repairs. The employees are non-unionized and there are no pension plans. The aggregate cost for these services is approximately $32,000 to $40,000 payable monthly plus an allowance for car, phone and expenses. These payments are currently in arrears.

38. Puccini currently owes HST with respect to the sale of homes in the Puccini Project in the amount of approximately $630,000, which amount is overdue.

CON-DRAIN COMPANY (1983) LIMITED ("CON-DRAIN")

39. In or about 2008 Silver Streams retained Con-Drain to provide earthworks, underground services, roads, curbs, asphalt and related labour and materials to the Puccini Project. Silver Streams was unable to pay Con-Drain the full amount outstanding.

40. In February 2010, Con-Drain registered two construction liens against title to Phases I, II and III of the Puccini Project. In March 2010, Silver Streams and Con-Drain entered into a settlement agreement. Under the terms of the settlement agreement, Silver Streams immediately paid Con-Drain $550,000. Silver Streams agreed to pay Con-Drain a further $50,000 per lot plus interest from future closings in the Puccini Project in accordance with the terms of a written undertaking. Con-Drain subsequently discharged its claims for lien.

41. Litigation has been commenced by Con-Drain against the Applicants arising from an allegation of default under the terms of the settlement agreement. Con-Drain claims payment of $800,000. In August 2013, Con-Drain commenced an action in Newmarket. A copy of the statement of claim is marked as **Exhibit "K".** Statements of defence have not yet been filed.

42. On August 15, 2013, Con-Drain obtained an order from the Honourable Madam Justice Lack requiring that net proceeds from the sale of homes in the Puccini Project be paid to our lawyers', Chaitons LLP, trust account. Attached hereto and marked as **Exhibit "L"** is a true copy of the August 15, 2013 Order.

43. On October 15, 2013, a motion by Con-Drain to continue the order granted by Justice Lack was heard by the Honourable Madam Justice Gilmore. On November 20, 2013, Justice Gilmore released her endorsement. She ordered, among other things, that the Order of Justice Lack should be continued and that the net proceeds from the sale of homes up to the amount of $800,000 be paid into Court. Attached hereto and marked as **Exhibit "M"** is a true copy of the November 20, 2013 Endorsement.

44. I am advised by Mr. Schwartz, that there is currently the sum of $491,985.33 held in trust by Chaitons LLP which will be paid into Court pursuant to the Order of Justice Gilmore once the Order has been issued and entered.

REMAX REALTRON REALTY INC.

45. In September 2013, Remax commenced an action against Puccini, the Title Holders, myself and my wife seeking payment of $250,000 allegedly due for real estate commissions in connection with the sale of homes in the Puccini Project. Attached hereto and marked as **Exhibit "N"** is a true copy of the Statement of Claim.

46. On September 24, 2013, Remax brought a motion for interim relief, seeking payment of real estate commissions into court from the sale of homes. The Honourable Mr. Justice Newbould 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." The net proceeds were to be held in trust by Chaitons LLP to be paid out only on consent of the parties or further court order. Attached hereto and marked as **Exhibit "O"** is a true copy of the endorsement of Justice Newbould.

47. No further closings have taken place subsequent to September 24, 2013.

FINANCIAL POSITION OF THE APPLICANTS

48. Attached hereto collectively as **Exhibit "P"** are true copies of the financial statements of Silver Streams and Puccini Project Management Inc. ("**Management**") for the fiscal year ended November 30, 2012 and December 31, 2012 respectively. There are no interim financial statements for 2013.

49. Management is a related company to Silver Streams and Puccini. All assets, liabilities, revenues and expenses of Puccini are reflected in these financial statements since 2010. The last financial statements prepared for Puccini were prepared in draft for the fiscal year December 2010, a true copy of which is attached hereto as **Exhibit "Q"**.

50. Attached hereto and marked collectively as **Exhibit "R"** are true copies of the financial statements for the Title Holders as at December 30, 2011. There are no further financial statements for the Title Holders. All proceeds of sale were recorded through Management and are reflected in Management's financial statements.

ANTICIPATED RESTRUCTURING

51. The Applicants' objective is to complete the 10 remaining homes in Phases II and III of the Puccini Project and to apply the net sale proceeds, after payment of operating costs and the costs of these proceedings, to payment of their creditors in the priority determined by the Court.

52. There are 3 homes in Phase II and 7 homes in Phase III that have not yet closed. BMO has a first mortgage registered against title to 7 of the lots. Home Trust has a first mortgage registered

against title to 2 of the lots and Foremost has a first mortgage registered against title to one of the lots. Certain of the private lenders have registered subsequent mortgages against title to the 10 lots. The claims for lien referred to above are also registered against title to some or all of these lots. The estimated net proceeds of the home sales are insufficient to discharge the encumbrances registered against these lots. Accordingly, I am advised by my lawyers that the completion and sale of these homes cannot be finalized by Puccini without the benefit of the Court granting a vesting order.

53. The details with respect to each of the remaining 10 homes are as follows:

(a) Phase II, lots 23 and 24 - these homes have been completed and have not yet been sold. They have been listed for sale periodically over the last year. No further construction is required with respect to these homes;

(b) Phase II, Lot 1 - this house is approximately 85% completed. Hardwood floors, certain plumbing, kitchen and bathroom counter tops, mirrors and painting is required. I estimate that the cost to do this work is approximately $65,000. I expect this house to be sold for approximately $1 million;

(c) Phase III, lot 18 - this house has been presold for the price of $895,000, however construction has not yet commenced. I believe that the cost to build this house is approximately $255,000;

(d) Phase III, lot 19 - this house is virtually constructed. There is some outstanding work with respect to the kitchen. I estimate that the cost to complete this home is $11,700. The property was sold to a purchaser who defaulted under its Agreement of Purchase and Sale. Silver Streams has retained the $40,000 deposit and terminated the agreement and will resell this home;

(e) Phase III, lot 20 - this house is approximately 85% complete. I estimate that the cost to complete the remaining work in the house is $50,000. The house is not presold. In my view, the expected selling price for this home is $935,000;

(f) Phase III, lot 22 - this house has been presold for the price of $980,000. The construction is approximately 85% complete. I estimate that there is $44,000 worth of work to complete the home. The purchaser has sold his existing home and is currently living in a hotel waiting for the house to be completed. Attached hereto as **Exhibit "S"** is a copy of a letter from the purchaser's lawyer. Upon obtaining financing, the work can be completed within 2-3 weeks;

(g) Phase III, lot 23 - this home requires approximately 50% of the construction to be completed. I estimate that $125,000 worth of work is required to complete the home. The house has not been sold. I estimate the sale price to be approximately $1.1 million;

(h) Phase III, lot 24 - construction of this house is approximately 50% complete. I estimate the cost to complete the house to be approximately $125,000. The house has not been sold. I estimate the sale price to be approximately $1.1 million.

(i) Phase III, lot 25 - this house is approximately 75% complete. I estimate that it will cost $60,000 to complete the construction. The house has presold for the price of $1,016,730. Upon obtaining financing, the required work can be completed within 3-4 weeks. To my knowledge, the purchaser is ready, willing and able to close the purchase of this home.

54. I estimate that the gross sale proceeds from the sale of these 10 homes will approximate $8,000,000 - $9,000,000 whereas the expected cost to complete the construction of the homes is approximately $800,000 to $1 million.

55. Silver Streams has continuing Tarion warranty obligations with respect to the sales of homes in Phases I, II and III of the Puccini Project. Tarion is concerned about Silver Streams' financial position. Attached hereto and marked collectively as **Exhibit "T"** are copies of the Tarion letters to Silver Streams dated November 19, 2013 and November 25, 2013.

56. I have personally guaranteed payment and performance of the Tarion obligations.

57. The ongoing servicing and deficiency work must be done. There are a number of home buyers who will be negatively impacted by our inability to provide this service.

58. Silver Streams is the best party to do the warranty work. We have a team in place, we are aware of the work that must be done and can do the work in an efficient, cost effective manner.

59. Silver Streams has provided letters of credit in favour of the Town of Richmond Hill to secure the performance of certain work under the terms of the Subdivision Agreement. The letters of credit are secured by $2.6 million in cash held on deposit at BMO.

60. The work that is necessary to be completed by Silver Streams for the Municipality/Town includes the construction of a park, planting of trees, construction of sidewalks, final asphalt, curbs and final maintenance. The work needs to be done as soon as possible. We have been requested by

the Municipality of York Region and the Town of Richmond Hill to do so. It is for the benefit of the residents currently living in the Puccini Project that this work be completed.

61. I estimate the cost to complete the outstanding work to be $600,000 which will result in a portion of the money currently held as cash collateral by BMO to secure the Letters of Credit to be released to Silver Streams when the work is completed.

STAY OF PROCEEDINGS

62. The Applicants require relief under the CCAA including a stay of proceedings in order to preserve the status quo and to obtain the necessary financing to complete the construction of the remaining 10 homes.

63. Without the benefit of CCAA protection, the Applicants will be unable to complete the homes, convey title to home buyers, complete the required work under the Subdivision Agreement, and comply with their Tarion obligations.

DIP FINANCING

64. Attached hereto as **Exhibit "U"** is a copy of the Applicants' cash flow projection for the 13 week period from December 20, 2013 to March 14, 2014 which the Applicants have prepared in connection with these proceedings and which has been reviewed by Grant Thornton Limited ("Grant Thornton") for reasonableness. The cash flow projects an immediate need for working capital to pay operating expenses, and the costs of these proceedings.

65. Sandall Investments Limited (the "DIP Lender"), an affiliate of one of the private lenders, has offered to make available to the Applicants a debtor-in-possession loan in the maximum amount of $1 million (the "DIP Loan") on the terms and conditions set out in a term sheet dated December 11, 2013 (the "DIP Loan Agreement"), a copy of which is attached hereto as **Exhibit "V"**.

66. It is a fundamental term of the DIP Loan that the Court grant an Initial Order on terms acceptable to the DIP Lender which shall require that the Monitor control the Applicants' receipts and disbursements and that the DIP Lender shall be entitled to the benefit of a charge (the "DIP Charge") which shall rank behind the Administration Charge (as defined below) but in priority to all other security interests, trusts, liens, construction liens (whether or not preserved or perfected) charges and encumbrances, statutory or otherwise in favour of any person.

67. As indicated above, the registered lien claims against the 10 homes is approximately $3.5 million. If the lien claims have priority over the private mortgages there will be sufficient funds available from the sale proceeds of the homes to pay their claims. However, if the lien claims do not have priority over any of the mortgages, there will not be sufficient funds to pay their claims irrespective of the DIP financing. In either event, the lien claimants will not be materially prejudiced by the proposed DIP financing.

68. Without DIP financing, the Applicants will be unable to continue their business and complete the construction and sale of the remaining 10 homes, all to the material detriment of their stakeholders including the secured lenders and purchasers under executory agreements of purchase and sale.

VESTING ORDER

69. As indicated above, Puccini has entered into binding agreements to sell the houses on lots 22 and 25 of Phase III of the Puccini Project. Copies of the Agreements of Purchase and Sale for these homes are attached hereto as **Exhibits "W"** and **"X"**, respectively. To my knowledge, the purchasers of these homes are ready, willing and able to close.

70. It is a condition of closing that Puccini transfer title to the homes free and clear of any encumbrances except those contemplated by the applicable agreements of purchase and sale. In the circumstances, Puccini is unable to do so without the benefit of a vesting order issued by this Court.

71. In order to avoid the additional expense of another motion, Puccini is also seeking at this time an order vesting in the respective purchasers all of the Applicants' rights, title and interest in and to the houses on lots 22 and 25 of Phase III of the Puccini Project free and clear of any encumbrances upon the delivery to the respective purchaser by the Monitor of a certificate confirming that the purchase price for the applicable house has been paid and the transaction has been completed (the "Monitor's Certificate").

72. As discussed above, the house located on lot 22 is close to being completed and the purchaser of this home is currently residing in a hotel. Puccini is responsible for the hotel and related costs incurred by the purchaser. It is anticipated that once the Initial Order and the Vesting Order are obtained, the purchaser can move into the house and the sale of the home can close subject to an agreed upon holdback for the minor work to be completed.

APPOINTMENT OF MONITOR

73. Grant Thornton has consented to act as the monitor of the Applicants under the CCAA. A copy of Grant Thornton's consent is attached hereto as **Exhibit "Y"**.

ADMINISTRATION CHARGE

74. It is contemplated that the proposed Monitor, counsel to the proposed Monitor and counsel to the Applicants would be granted a first priority Court-ordered charge on the assets, property and undertaking of the Applicants in priority to all claims but for the mortgages currently held in favour of BMO, Home Trust and Foremost (the "Administration Charge"), up to the maximum amount of $500,000 in respect of their fees and disbursements, incurred at standard rates and charges. The Applicants believe that the Administration Charge is fair and reasonable in the circumstances.

CONCLUSION

75. Several of the mortgagees and lien claimants have commenced enforcement proceedings to recover payment of the amounts owing to them.

76. The Applicants are insolvent on both a balance sheet and cash flow basis. They cannot repay their secured indebtedness which is in excess of $12 million or pay their trades who are owed approximately $3.5 million.

77. There are 10 homes that are either completed or under various stages of construction and that when closed, are expected to generate gross revenue of approximately $8 million to $9 million. Two

of the homes have been pre-sold to innocent third party purchaser who are ready, willing and able to close their purchases. One such purchaser is currently living in a hotel pending closing.

78. In the absence of CCAA protection and DIP financing, the completion and sale of the 10 homes will not occur. Moreover, the ongoing Tarion warranty service work and work required under the Subdivision Agreement will not be completed expeditiously nor in a cost effective manner.

79. For the reasons set out above, I believe that it is in the interests of the Applicants and all of their stakeholders that the relief sought by the Applicants is granted.

SWORN before me at the City of Toronto, Province of Ontario, this 11th day of December, 2013	)))))	Imran Jinnah
A Commissioner, Etc.	))	

Michael Robert Kril-Mascarin, a Commissioner, Province of Ontario, while a Student-at-Law. Expires August 12, 2016.

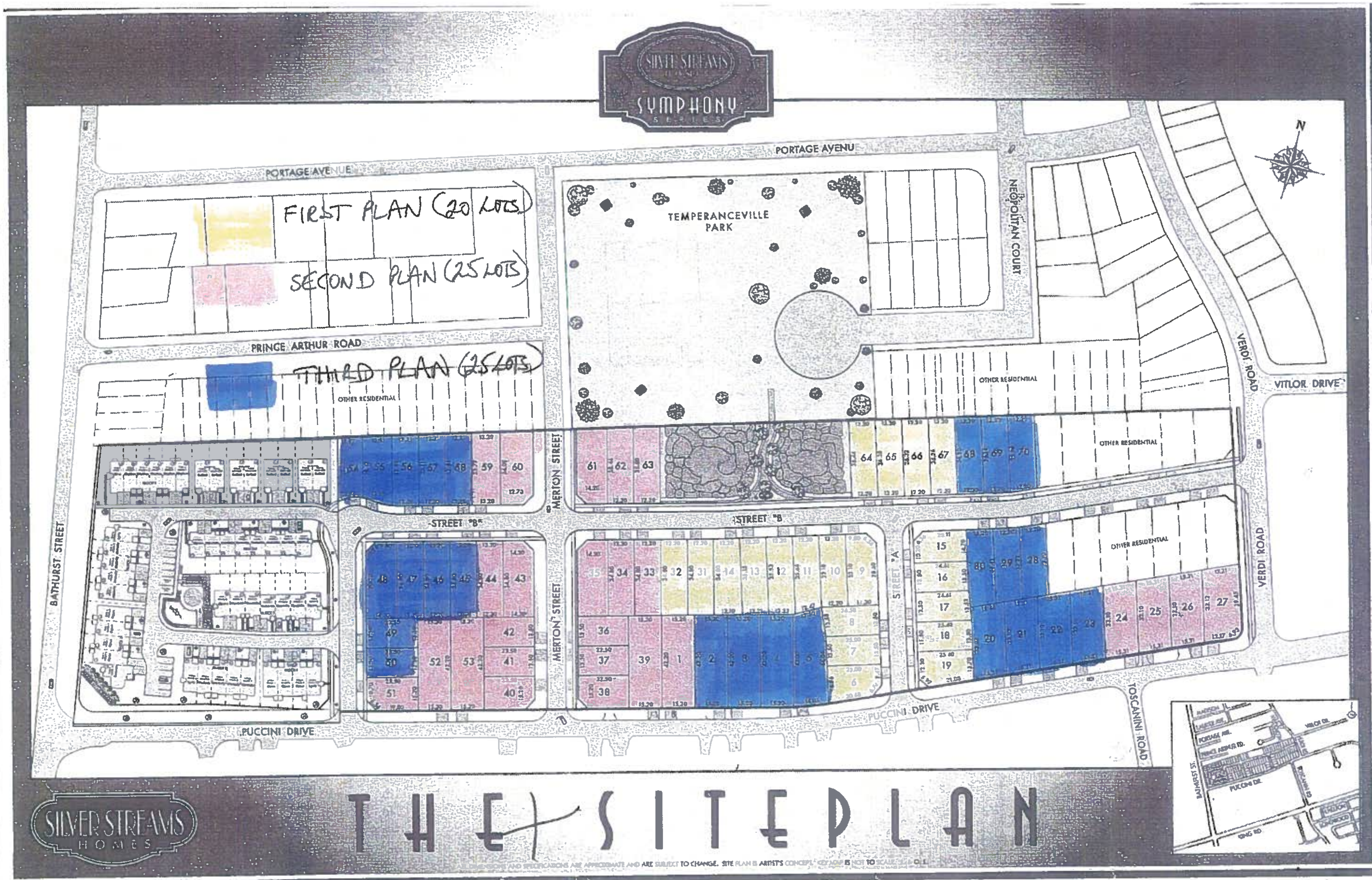
THIS IS EXHIBIT "A" TO

THE AFFIDAVIT OF IMRAN JINNAH

SWORN BEFORE ME THIS 11TH

DAY OF DECEMBER, 2013.

A Commissioner etc.



SILVER STREAMS HOMES
SYMPHONY SERIES
PORTAGE AVENUE
PORTAGE AVENU
FIRST PLAN (20 LOTS)
SECOND PLAN (25 LOTS)
PRINCE ARTHUR ROAD
THIRD PLAN (25 LOTS)
OTHER RESIDENTIAL
TEMPERANCEVILLE PARK
NEOPOLITAN COURT
VERDI ROAD
VITLOR DRIVE
N
MERTON STREET
STREET "B"
STREET "A"
BATHURST STREET
PUCCINI DRIVE
TOSCANINI ROAD
THE SITE PLAN
SILVER STREAMS HOMES
TO CHANGE. SITE PLAN IS ARTIST'S CONCEPT. KEY MAP IS NOT TO SCALE

THIS IS EXHIBIT "B" TO

THE AFFIDAVIT OF IMRAN JINNAH

SWORN BEFORE ME THIS 11TH

DAY OF DECEMBER, 2013.

A Commissioner etc.

TERM SHEET

Borrower: Symphony Series ~~Developments Inc.~~ Co-tenancy Corp

Guarantor: Mr. Imran Jinnah

BANKING FACILITY #1

Amount: $7,787,000

Loan Type: Demand Loan/Non-Revolving.

Purpose:

1. Repay existing financing in the amount of $4,900,000.
2. Finance the servicing of Phase 1 of the Puccini project located in Richmond Hill, ON.

Based upon the Project proposal, budgeted costs and sources of financing are forecasted to be as follows:

Project Budget (000's omitted)	
Land	$ 8,400
Hard Costs	1,000
Soft Costs	1,427
Development Charges	460
Total	$11,287

Sources of Financing	
Equity in Land	$ 3,500
Bank Financing	7,787
Total	$11,287

Projected Market Value	Total
Total Revenue/Value	$12,929
Total Project Costs	$11,287
Projected Profit	$ 1,642

Notes to project budget:

a) With the prior written approval of the Bank and its Quantity Surveyor, the Borrower shall be able, from time to time, to revise the budget and apply any budget item saving (as determined by the Bank in its sole discretion acting reasonably) to another budget item, subject to the following:

(i) The general contingency allowance has been fully utilized;

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(ii) The revised aggregate budget items do not cause the Bank loan to exceed the authorized amount or the maximum advances allowed under the "Margin Conditions" outlined below;

(iii) Agreement by the Bank and its Quantity Surveyor that the project budget continues to be fully adequate to complete the project.

b) Development Charges total $1,072,500, of which $460,000 are due at time of registration of the plan of subdivision with the remainder due upon issuance of building permits for the single family homes.

Project Description: Phase 1 of the Puccini project (referred to as the "Project" hereunder) is a 39 lot subdivision located in Richmond Hill, Ontario. The Project is draft plan approved with the Regional and Municipal Subdivision Agreements and water and sewer allocations in place. Servicing is scheduled to commence Summer 2008 with availability of building permits targeted for Fall of 2008.

Repayment: On demand. Notwithstanding compliance with the terms and conditions of this facility (including, without limitation, any covenants set out in this Agreement), the Bank may at any time demand repayment of any and all amounts under this facility and the Borrower hereby agrees to pay such amounts to the Bank upon such demand being made.

Anticipated Source of Repayment: From sale proceeds of end units, as per Discharge Privilege. Full repayment is anticipated within 24 months from date of initial drawdown.

Discharge Privilege: The Bank will provide partial discharges of its security interest in individual lots against receipt of closing proceeds according to the following schedule (minimum amount per lot):

a) $385,000 per 50' detached lot (13 lots).
b) $278,000 per 45' detached lot (9 lots).
c) $296,000 per 40' detached lot (17 lots).

After advances under Banking Facility #1 are repaid, further discharge proceeds are to be directed towards towards cash collateralizing Letters of Credit issued under Banking Facility #2 hereunder.

Rate of Interest: The Bank of Montreal Prime plus 1.25% per annum, fluctuating, payable monthly in arrears.

Margin Conditions:

1. Draw requests are to be provided to the Bank monthly. Draws will be released and applied on the basis of draw requests as submitted by the Borrower and reviewed by the Bank's Quantity Surveyor. Draw requests are to be accompanied by a list of accounts to be paid, Borrower's certificate relative to soft costs, and an architect's certificate relative to hard costs, indicating cost of work in place, amount of holdback and cost to complete.

2. Accumulated advances are to be contained within 100% of land, hard and soft costs (including GST payable, as applicable) less equity in the project, lien holdbacks, GST refunds as received and accounts payable which are not to be paid before the next

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reporting date. The provisions of the Construction Lien Act are to be complied with at all times.

3. The undrawn portion of the Bank authorization shall be sufficient at all times to cover cost to complete plus accounts payable not to be paid before the next reporting date and holdbacks.

4. If at any time pending or during disbursement of the loan the undrawn loan balance including contingency fund shall not be sufficient to complete the project in accordance with the approved plans and specifications and pay for all costs thereof, the Borrower and/or the Guarantors shall inject cash equity into the project to cover the deficiency prior to any further loan draws being permitted.

Conditions:

1. In the event the Borrower proceeds to pre-service the subject property, the Bank is to be provided with acceptable confirmation that the municipality has agreed to allow servicing to commence prior to actual registration of the Subdivision Agreement / Plan of Subdivision.

2. Services are to be installed under a fixed price contract(s) (50% labour and materials bonded) by contractor(s) acceptable to the Bank. The Bank will consider waiving the bonding requirement provided the sub-trades are reputable and creditworthy (as determined by the Bank and its Cost Consultant / Quantity Surveyor in their sole discretion). Copy of contract(s) in excess of $100,000 to be provided to the Bank for substantiation.

3. Counsel for the Bank is to sub-search title at time of each draw at the expense of the Borrower and there shall be no liens or encumbrances prior to the Bank's security or subsequent thereto unless the Bank has given its prior approval.

4. A Cost Consultant / Quantity Surveyor acceptable to the Bank will be hired at the cost of the Borrower to review the project budget (including the adequacy of the contingency allowance), all construction contracts and the progress draws on behalf of the Bank.

5. All funds received by the Borrower are to remain in the Project with no withdrawal of any profit, repayment of shareholders loans, preferred interest return, and/or withdrawal of dividends and reductions in owner equity prior to the repayment of all borrowing, cash collateralization of Commercial Letters of Credit, and cancellation of Banking Facilities.

BANKING FACILITY #2

Amount: $1,100,000.

Loan Type: Commercial Letters of Credit ("C/L/C's"), Non-Revolving.

Loan Purpose: $270,000 to be issued to Tarion. Remaining authorization for Letters of Credit to be issued in favour of municipal / regional authorities and utilities to guarantee performance of the Borrower's obligations relative to the Project. To be released by the beneficiary(ies) upon satisfaction of the Borrower's obligations.

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Term: Maximum 1 year, renewals as required. Subject to annual review.

Commission: 1.25% per annum, payable in advance minimum $500. In the event a Letter of Credit is reduced/cancelled prior to 90 days before expiration, the fee shall be refunded on a pro-rated basis.

Conditions:

1. The C/L/C's will be released based on evidence that they are required to comply with the conditions of approval / registration of the Subdivision Agreement / Development Agreement / Servicing Agreement, etc. and all Conditions Precedent have been satisfied.

2. In the event the Letters of Credit are still outstanding at the time Bank advances under Banking Facility #1 are repaid in full, incoming funds (at the rate specified under "Discharge Privilege") will be placed in a Bank of Montreal deposit instrument and pledged to the Bank as specific security for the Letters of Credit on a dollar per dollar basis.

Conditions Precedent (Facility #1, #2):

1. Prior to advance of funds, all security and loan documentation is to be delivered to the Bank in form and substance satisfactory to the Bank and its legal counsel acting reasonably.

2. Prior to advance funds, the Bank is to be provided with a detailed Project Budget setting out hard costs, soft costs and contingency. The Project Budget is to be deemed satisfactory by the Bank's Cost Consultant / Quantity Surveyor.

3. Prior to advance of funds, the Bank is to be provided with a satisfactory Phase I environmental audit of the subject property (conforming to CSAZ768-01) prepared by an Environmental Consultant approved by the Bank.

4. Prior to advance of funds, the Bank is to be provided with a municipal tax certificate showing all real estate taxes are paid up-to-date.

5. Prior to advance of funds, the Bank is to be provided with evidence satisfactory to the Bank and its legal counsel that the proposed Plan of Subdivision has received Draft Plan Approval, Site Plan Approval or registration of Site Plan Agreement by municipal and regional authorities.

6. Prior to the advance of funds, the Bank is to be provided with evidence satisfactory to the Bank and its legal counsel that the Project has received water and sewer allocation.

7. Prior to the advance of funds, the Bank is to be provided with the Development Charge Agreement with the Municipality confirming that Development Charges total $1,072,500, of which $460,000 are due at time of registration of the plan of subdivision with the remainder due upon issuance of building permits for the single family homes.

8. Prior to the advance of funds the Bank is to be provided with evidence that the Borrower has pre-sold homes to arms-length purchasers to account for a minimum

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of $5,747,000 in discharge proceeds. **Presales are to comply with all conditions precedent under Banking Facility #3 with the exception of Lot 25 which the Purchaser is to have paid a minimum of $20,000 of an $80,000 contractual deposit.**

BANKING FACILITY #3

Loan Amount: $3,500,000.

Loan Type: Demand Loan, Revolving.

Loan Purpose: To assist with the construction of presold single family homes.

Interest Rate: Bank of Montreal's Prime Rate + 1.00% per annum, floating, calculated and payable monthly in arrears.

Repayment: On demand. Notwithstanding compliance with the terms and conditions of this facility (including, without limitation, any covenants set out in this Agreement), the Bank may at any time demand repayment of any and all amounts under this facility and the Borrower hereby agrees to pay such amounts to the Bank upon such demand being made.

Anticipated Source of Repayment: From net sale proceeds of single family homes.

Margin Conditions:

1. Accumulated Advances are to be contained within the lesser of:

   a) Cost Margin
      - 80% of hard and soft work in place (including land) for presold single-detached homes;

      as evidenced by a Builder's Report less:
      - accounts payable which are not to be paid before the next reporting date;
      - holdbacks as retained by the Borrower;
      - purchasers' Deposits;
      - average per lot loan amount per Banking Facility #1.

   b) Value Margin
      - 75% of actual selling prices for presold single-detached homes;

      less:
      - accounts payable which are not to be paid before the next reporting date;
      - holdbacks as retained by the Borrower;
      - purchasers' Deposits;
      - average per lot loan amount per Banking Facility #1.

2. Draw requests are to be provided to the Bank monthly. Draws will be released and applied on the basis of draw requests as submitted by the Borrower and reviewed by the Bank's Quantity Surveyor. Draw requests are to be accompanied by a list of accounts to be paid, Borrower's certificate relative to soft costs, and an architect's certificate relative to hard costs, indicating cost of work in place, amount of holdback and cost to complete.

3. If at any time pending or during disbursement of the loan, the undrawn loan balance and the balance of Deferred Costs shall not be sufficient to complete the project in

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accordance with the approved plan and specifications and pay for all costs thereof, the Borrower and/or Guarantor(s) shall inject cash equity into the project equal to the deficiency prior to any further loans being permitted.

4. Bank is to subsearch title at time of each draw, except for advances exclusively for interest, at the expense of the Borrower and there shall be no liens or encumbrances prior to the Bank's security or subsequent thereto unless the Bank has given its approval therefor.

5. The provisions of the Construction Lien Act are to apply at all times.

6. Periodic site visits are to be conducted by the Bank.

Conditions Precedent (Facility #3):

1. Advances are subject to provision of all security and loan documentation in form and substance satisfactory to the Bank and its legal counsel.

2. Prior to advance of funds, the Bank or its counsel shall have received fully executed copies of:

   a) All agreements, permits and documents which are the subject of the project that are securing these facilities;
   b) A detailed development budget and cashflow statement for the servicing of the project in form and substance acceptable to the Bank;
   c) Site plan agreement and boundary plan of survey.

3. Bank financing is restricted to presold single-family homes pre-sold to arms-length purchasers. In order to be included in the Margin Condition formula as a pre-sold unit, the following conditions shall apply:

   a) A copy of the Purchase and Sale Agreement is to be provided to the Bank for substantiation;
   b) The Borrower is to have received a minimum cash deposit of $40,000 prior to initial advance;
   c) Bank will be provided with evidence that purchasers are pre-qualified for mortgage financing or have the financial capacity to close on a best-efforts basis.

4. Copy of the building permit and copy of the registration of the house/unit under Tarion Warranty Plan to be provided to the Bank, if requested, prior to commencement of construction of a specific house/unit.

General Conditions:

1. The Banking Facilities are extended on a demand basis and the Bank retains the right to review the account at any time and at least annually.

2. Notwithstanding compliance with the terms and conditions of the Banking Facilities, the Bank may, at any time, demand repayment of any and all amounts under these facilities and the Borrower agrees to pay such amounts to the Bank upon such demand being made.

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3. All third party out-of-pocket costs and expenses incurred by the Bank in establishing or operating these facilities (including but not limited to legal and consulting costs) are for the account of the Borrower.

4. The Borrower will maintain a current account at a convenient branch of Bank of Montreal and, during the course of Bank financing for this Project, this account is to be utilized for all deposits and withdrawals related to the Project.

5. Municipal tax certificate showing all real estate taxes are paid up-to-date is to be provided annually.

6. Accountant-prepared financial statements of the Borrowers and Guarantor are to be provided to the Bank within 120 days from year-end.

7. The Borrowers and the Guarantor are to provide the Bank with any other information that may be reasonably requested from time to time.

8. The Borrower agrees to erect a sign (provided by the Bank) advertising financing of the Project.

Evidence of <u>Indebtedness</u>: Notwithstanding the terms and conditions set out in this offer letter, the Borrower and Guarantors acknowledge that the actual recording of the amount of any advance or repayment thereof under the Banking Facilities, and interest, fees, and other amounts due in connection with the Banking Facilities, in the accounts of the Borrower maintained by the Bank, shall constitute prima facie evidence of the Borrower's indebtedness and liability from time to time under these Banking Facilities; provided that the obligation of the Borrower to pay or repay any indebtedness in accordance with this offer letter shall not be affected by the failure of the Bank to make such recording. The Borrower hereby acknowledges being indebted to the Bank for principal amounts shown as outstanding from time to time in the Bank's account records, and all accrued and unpaid interest in respect thereto, which principal and interest the Borrower hereby undertakes to pay to the Bank on demand.

Documents for <u>Execution</u>: A $100.00 fee per document will be levied on documents requiring execution by Bank officers (excluding partial discharges).

Partial <u>Discharge Fee</u>: $100 per lot payable at time of execution.

<u>Draw Fee</u>: $250 per draw.

<u>Ticking Fee</u>: In the event funds under Banking Facility #1 are not advanced by October 31, 2008, a fee in the amount of 0.25% per annum, payable monthly, is to be paid to the Bank.

<u>Re-Negotiation Fee</u>: The Borrower acknowledges that fees may be levied for the re-negotiation of the amount, collateral security and / or the terms and conditions of this agreement during the currency of this agreement.

IFD

Use of Funds: The Borrower hereby confirms that this new financing and related loan accounts will only be used for the Borrower's own business and business transactions associated herewith.

Cancellation: Banking Facilities #1, #2 and #3 will be cancelled if advance of funds under Facility #1 does not occur by December 31, 2008.

Security to be obtained: The Bank or its counsel shall have received fully executed copies of the following documents, instruments, agreements prior to the first advance of funds, which shall be in form and substance satisfactory to the Bank and its solicitors:

1. Demand Collateral First Mortgage on the Bank's standard form in the total amount of Banking Facilities #1, #2, #3 containing a fixed charge over the Project, registered under Land Titles / Registry. Receiver / Manager clause and acceleration clause in the event of sale to be included.

   Note: No subsequent encumbrances will be permitted without prior permission of the Bank.

2. Guarantee in the total amount of Banking Facilities #1, #2, #3, executed by Mr. Imran Jinnah. The Guarantor's ability to meet financial commitments (net worth, liquidity, etc.) is to be deemed satisfactory to the Bank.

3. General Security Agreement providing a first floating charge over the Project, registered under the Personal Property Security Act.

4. General Assignment of contracts, project plans, specifications and permits and purchase and sale agreements.

5. Assignment of Builders' All Risk Insurance for full insurable value of the project with loss payable to the Bank as first mortgagee, to include a Standard Mortgage Clause. Evidence of liability insurance to be provided.

6. Deficiency Agreement to be executed by the Borrower and Guarantor agreeing to fund costs not included or in excess of forecast expenditures.

7. Letters of Indemnity for issued Commercial Letters of Credit.

8. Pledge Agreement for cash collateral.

9. Environmental Indemnity on the Bank's form signed by the Borrower and Guarantor.

10. Articles of Incorporation, Certificates, and appropriate Borrowing and Enabling Resolutions of the Borrower, and Borrower's solicitor's opinion regarding corporate authority and enforceability in form satisfactory to the Bank's solicitors, acting reasonably.

11. A favourable Letter of Opinion from the Bank's solicitor confirming the validity and enforceability of the Bank's security.

12. Any other security documents considered necessary by the Bank's solicitors.

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Application Fee: $110,000 is considered earned and payable according to the following schedule:

An initial application fee in the amount of $10,000 has been paid.

An additional commitment fee in the amount of $25,000 is to be paid in the event an offer of financing is provided and accepted.

A final fee in the amount of $75,000 is to be paid upon the earlier of the first advance of either Banking Facility #1 or Banking Facility #2 or September 30, 2008.

ACCEPTANCE

The proposal of Banking Facilities contained in the Offer of Financing dated August 25, 2008 is acceptable.

Terms accepted this 2nd day of September 2008.

Borrower:

G-TENANCY CORP.

Symphony Series ~~Developments Inc.~~

Per: Imran Jinnah

Per: ______________________

Guarantor:

Imran Jinnah

Mr. Imran Jinnah

THIS IS EXHIBIT "C" TO

THE AFFIDAVIT OF IMRAN JINNAH

SWORN BEFORE ME THIS 11TH

DAY OF DECEMBER, 2013.

A Commissioner etc.

BMO Bank of Montreal

BMO Bank of Montreal
Real Estate Finance
First Canadian Place
11th Floor
Toronto, ON M5X 1A1

Phone: 416-867-2855
Fax: 416-867-6366
timothy.royds@bmo.com

April 3, 2009

Symphony Series Developments Inc.
C/O Rescon Financial Corporation
3300 Highway No. 7, Suite 801
Vaughan, ON
L4K 4M3

Attention: Mr. Ebrahim Bulbulia,

Dear Sir:

RE: BANK OF MONTREAL BANKING FACILITIES FOR PHASE 1 OF THE "PUCCINI" PROJECT IN RICHMOND HILL, ONTARIO

The Bank has approved the following amendments to the Offer of Financing Letter dated August 25, 2008:

1) Borrowers: 2148993 Ontario Inc. and / or 2148990 Ontario Inc. and / or 2148991 Ontario Inc. and / or 2147650 Ontario Inc.
2) Authorization for Banking Facility #2 has increased to $2,200,000.
3) Interest Rate for Banking Facility #1 has increased to Prime + 2.25%, effective immediately.
4) Interest Rate for Banking Facility #3 has increased to Prime + 2.00%, effective immediately.

Additional security and documentation to be obtained:

1) Demand Collateral 1st Mortgage increased to $14,000,000.
2) Guarantee from Mr. Imran Jinnah increased to $13,487,000.
3) Any other security documentation considered appropriate by the Bank's solicitor.

All other terms and conditions contained in the Offer of Financing Letter dated August 25, 2008 remain unchanged and in full affect.

Please sign and acknowledge the attached copy of this letter and return to us at your earliest convenience.

Should you have any questions, please feel free to contact the undersigned.

Yours truly,

Timothy Royds
Senior Account Manager

Steven Traub
Regional Market Leader

ACKNOWLEDGEMENT

The undersigned hereby acknowledges the foregoing letter dated April 3, 2009.

Dated this 6th day of April, 2009.

Borrowers:

2148993 Ontario Inc.

Per: ______________________

Per: ______________________

2148990 Ontario Inc.

Per: ______________________

Per: ______________________

2148991 Ontario Inc.

Per: ______________________

Per: ______________________

2147650 Ontario Inc.

Per: ______________________

Per: ______________________

Guarantor:

Per: ______________________
Mr. Imran Jinnah

BMO Bank of Montreal

BMO Bank of Montreal
Real Estate Finance
First Canadian Place
11th Floor
Toronto, ON M5X 1A1

Phone: 416-867-2855
Fax: 416-867-6366
timothy.royds@bmo.com

November 5, 2009

Symphony Series Developments Inc.
C/O Rescon Financial Corporation
3300 Highway No. 7, Suite 801
Vaughan, ON
L4K 4M3

Attention: Mr. Ebrahim Bulbulia,

Dear Sir:

RE: BANK OF MONTREAL BANKING FACILITIES FOR PHASE 1 OF THE "PUCCINI" PROJECT IN RICHMOND HILL, ONTARIO

The Bank has approved the following amendments to the Offer of Financing Letter dated August 25, 2008 and the Amendment Letter dated April 3, 2009:

1) Authorization for Banking Facility #2 has increased to $2,600,000.
2) Authorization for Banking Facility #3 has increased to $7,000,000.
3) Banking Facility #3 can be used to finance the construction of and repay existing debt in the amount $200,000 per lot on 9 pre-sold homes in Phase 2.
4) The Bank will permit a 2nd subsequent charge on the 9 pre-sold lots in Phase 2.
5) Conditions Precedent for financing of Phase 2 lots:
   a. The Bank's solicitor is to be satisfied that Phase 2 Plan of Subdivision has been registered and that building permits for Phase 2 are available.
   b. All additional security and loan documentation is to be delivered to the Bank in form and substance satisfactory to the Bank and its legal counsel acting reasonably.

Additional security and documentation to be obtained:

1) Demand Collateral 1st Mortgage on Phase 1 lands increased to $18,000,000.
2) Increased guarantee from Imran Jinnah to $17,600,000.
3) Collateral 1st Mortgage in the amount of $18,000,000 on Phase 2 pre-sold lots.
4) Collateral 2nd Mortgage in the amount of $18,000,000 on remaining project lands.
5) Full postponement and standstill agreement from 2nd Mortgagee on Phase 2 pre-sold lots.
6) Agreement from 2nd Mortgagee to provide partial discharges whether or not the 2nd Mortgage is in default.
7) Discharge agreements from 2nd mortgagee for Phase 2 lots. To be held by the Bank's solicitor.

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8) A favourable Letter of Opinion from the Bank's solicitor confirming the validity and enforceability of the Bank's security.
9) Any other security documentation considered appropriate by the Bank's solicitor.

Amendment Fee: $35,000 to be paid upon acceptance of this letter.

All other terms and conditions contained in the Offer of Financing Letter dated August 25, 2008 and Amendment Letter dated April 3, 2009 remain unchanged and in full affect.

Please sign and acknowledge the attached copy of this letter and return to us at your earliest convenience.

Should you have any questions, please feel free to contact the undersigned.

Yours truly,

Tim Royds

Timothy Royds
Senior Account Manager

Steven Traub

Steven Traub
Regional Market Leader

ACKNOWLEDGEMENT

The undersigned hereby acknowledges the foregoing letter dated November 5, 2009.

Dated this 7th day of Dec, 2009.

Borrowers:

2148993 Ontario Inc.

Per: ______________________

Per: ______________________

2148990 Ontario Inc.

Per: ______________________

Per: ______________________

2148991 Ontario Inc.

Per: ______________________

Per: ______________________

2147650 Ontario Inc.

Per: ______________________

Per: ______________________

Guarantor:

Per: ______________________
Mr. Imran Jinnah

BMO Bank of Montreal

BMO Bank of Montreal
Real Estate Finance
First Canadian Place
11th Floor
Toronto, ON M5X 1A1

Phone: 416-867-4874
Fax: 416-867-6366
michael.carcasole@bmo.com

February 28, 2013

Symphony Series Developments Inc.
C/O Rescon Financial Corporation
3300 Highway No. 7, Suite 801
Vaughan, ON
L4K 4M3

Attention: Mr. Ebrahim Bulbulia,

Dear Sir:

RE: BANK OF MONTREAL BANKING FACILITIES FOR THE "PUCCINI" PROJECT IN RICHMOND HILL, ONTARIO

The Bank has approved renewal of the following credit facilities subject to the terms and conditions contained herein:

Renewal-Amendment Fee: $5,000 to be paid upon acceptance of this letter.

All other terms and conditions contained in the Offer of Financing Letter dated August 25, 2008 and Amendment Letter dated April 3, 2009 and Amendment Letter dated November 25,2011, remain unchanged and in full affect.

Please sign and acknowledge the attached copy of this letter and return to us at your earliest convenience.

Should you have any questions, please feel free to contact the undersigned.

Yours truly,

Michael Carcasole
Account Manager

Roy Dias
Regional Market Leader

ACKNOWLEDGEMENT

The undersigned hereby acknowledges the foregoing letter dated February 28, 2013.

Dated this 7th day of March, 2013.

Borrowers:

2148993 Ontario Inc.

Per: Imran Jinnah

Per: ______________________

2148990 Ontario Inc.

Per: Imran Jinnah

Per: ______________________

2148991 Ontario Inc.

Per: Imran Jinnah

Per: ______________________

2147650 Ontario Inc.

Per: Imran Jinnah

Per: ______________________

Guarantor:

Per: Imran Jinnah

Mr. Imran Jinnah

Terms Sheet

Borrower: 2148993 Ontario Inc. and/or 2148990 Ontario Inc. and/or 2147681 Ontario Inc. and/or 2147650 Ontario Inc.

Guarantors: Mr. Imran Jinnah, Silver Streams Homes Inc.

Project: The Borrower's project is an infill residential development located east of Bathurst Street on the north side of Puccini Drive in Richmond Hill, Ontario. The development is a 15.23 acre land assembly and is Draft Plan Approved for 118 lots. The Borrower is completing the development in three phases ("Puccini Development" and/or the "Project").

1. Phase 1 consists of 39 lots, of which 25 have sold and closed and 14 remain unclosed (hereinafter, "Phase 1"). The registered owners of Phase 1 are 2148993 Ontario Inc. and / or 2148990 Ontario Inc.
2. Phase 2 consists of 31 lots (hereinafter, "Phase 2"), of which 19 have been financed by the Bank and 1 by a private lender. The registered owners of Phase 2 are 2147681 Ontario Inc. and/ or 2147650 Ontario Inc.
3. For ease of reference, unclosed 14 lots in Phase 1 and remaining 11 lots in Phase 2 will be referred to as 'Phase 3' hereinafter, which will comprise a total of 25 lots (hereinafter, "Phase 3").
4. Phase 4 of the Puccini Development yields 48 lots and will be developed at a later date (hereinafter, "Phase 4" and/or "Future Lands"). The registered owner of Phase 4 lands is 2148991 Ontario Inc.

BANKING FACILITY #1

Amount: $4,500,000

Loan Type: Demand Loan/Non-Revolving.

Purpose:

1. Repay existing mezzanine financing in the amount of $2,240,000;
2. Finance estimated servicing costs to complete of $2,110,000 in Phase 3;
3. Finance estimated project financing costs of $150,000 in Phase 3.

Based upon the Project proposal, budgeted costs and sources of financing for Phase 3 are forecasted to be as follows:

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PHASE 3 (25 lots)

Budget	**$**	**per lot**	**%**
Land Cost	5,005,967	200,239	60%
Hard Costs	1,000,000	40,000	12%
D.C.s	1,109,037	44,361	13%
Soft Costs	419,615	16,785	5%
Financing Fees	402,265	16,091	5%
Contingency	5,000	200	0%
Deferred Costs	334,906	13,396	4%
Total	8,276,790	331,072	100%

Sources	**$**	**per lot**	**%**
Equity in Land	1,486,774	59,471	18%
Subordinated Shareholder Loan	1,805,470	72,219	22%
Additional Cash Equity	150,000	6,000	2%
Deferred Costs	334,906	13,396	4%
Builders' Deposits	-	-	0%
BMO Loan	4,500,000	180,000	54%
Total	8,276,790	331,071	100%

Notes to project budget:

a) With the prior written approval of the Bank and its Quantity Surveyor, the Borrower shall be able, from time to time, to revise the budget and apply any budget item saving (as determined by the Bank in its sole discretion acting reasonably) to another budget item, subject to the following:

(i) The general contingency allowance has been fully utilized;

(ii) The revised aggregate budget items do not cause the Bank loan to exceed the authorized amount or the maximum advances allowed under the "Margin Conditions" outlined below;

(iii) Agreement by the Bank and its Quantity Surveyor that the project budget continues to be fully adequate to complete the project.

b) Development Charges total $1,109,037, of which $727,225 represent a required payment to the region and $381,812 is due at Execution of Subdivision Agreement.

Repayment: On demand. Notwithstanding compliance with the terms and conditions of this facility (including, without limitation, any covenants set out in this Agreement), the Bank may at any time demand repayment of any and all amounts under this facility and the Borrower hereby agrees to pay such amounts to the Bank upon such demand being made.

Anticipated Source of Repayment: From sale proceeds of end units, as per Discharge Privilege. Full repayment is anticipated before December 31, 2013.

Discharge Privilege: The Bank will provide partial discharges of its security interest in individual lots in Phase 3 against receipt of closing proceeds according to the following schedule (minimum amount per lot):

a) $296,000 per 40' detached lot

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b) $278,000 per 45' detached lot
c) $385,000 per 50' detached lot

After advances under Banking Facility #1 are repaid, further incoming net closing proceeds from **Phase 3** lots will be directed towards cash collateralizing Letters of Credit issued under Banking Facility #2 hereunder at the same rate as specified above.

Rate of Interest: The Bank of Montreal Prime plus 2.25% per annum, fluctuating, payable monthly in arrears.

Margin Conditions:

1. Draw requests are to be provided to the Bank monthly. Draws will be released and applied on the basis of draw requests as submitted by the Borrower and reviewed by the Bank's Quantity Surveyor. Draw requests are to be accompanied by a list of accounts to be paid, Borrower's certificate relative to soft costs, and an architect's certificate relative to hard costs, indicating cost of work in place, amount of holdback and cost to complete. All draws are hereby irrevocably directed by the Borrower to be paid to Jack Greenberg In Trust.

2. Accumulated advances are to be contained within 100% of land, hard and soft costs (including GST/HST payable, as applicable) less equity in the project, lien holdbacks, GST/HST refunds as received and accounts payable which are not to be paid before the next reporting date. The provisions of the Construction Lien Act are to be complied with at all times.

3. The undrawn portion of the Bank authorization shall be sufficient at all times to cover cost to complete plus accounts payable not to be paid before the next reporting date and holdbacks.

4. If at any time pending or during disbursement of the loan the undrawn loan balance including contingency fund shall not be sufficient to complete the project in accordance with the approved plans and specifications and pay for all costs thereof, the Borrower and/or the Guarantors shall inject cash equity into the project to cover the deficiency prior to any further loan draws being permitted.

Conditions:

1. In the event the Borrower proceeds to pre-service the subject property, the Bank is to be provided with acceptable confirmation that the municipality has agreed to allow servicing to commence prior to actual registration of the Subdivision Agreement / Plan of Subdivision.

2. Counsel for the Bank is to sub-search title at time of each draw at the expense of the Borrower and there shall be no liens or encumbrances prior to the Bank's security or subsequent thereto unless the Bank has given its prior approval.

3. A Cost Consultant / Quantity Surveyor acceptable to the Bank will be hired at the cost of the Borrower to review the project budget (including the adequacy of the contingency allowance), all construction contracts and the progress draws on behalf of the Bank.

4. All funds received by the Borrower are to remain in the Project with no withdrawal of any profit, repayment of shareholders loans, preferred

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interest return, and/or withdrawal of dividends and reductions in owner equity prior to the repayment of all borrowing, cash collateralization of Commercial Letters of Credit, and cancellation of Banking Facilities.

Conditions Precedent (Facility #1):

The following conditions have been met:

Prior to advance of funds:

1. All additional security and loan documentation is to be delivered to the Bank in form and substance satisfactory to the Bank and its legal counsel, acting reasonably.
2. The Borrower will have achieved a minimum of **21 Qualified Pre-Sales** as defined under conditions precedent for Facility #3, demonstrating a minimum of aggregate estimated Gross Sales Proceeds of $15,962,000.
3. The Bank shall have received a copy of the site servicing contract with Con-Drain and record of works in place and outstanding accounts payable.
4. The Quantity Surveyor acting for the Bank will confirm that all servicing work on Phases 1-3 has been completed, except for costs-to-complete as budgeted under the Facility #1, and that there are no deficiencies under performance Letters of Credit.

BANKING FACILITY #2

Amount: $2,644,331

Loan Type: Commercial Letters of Credit ("C/L/C's"), Non-Revolving.

Loan Purpose:

a) $784,836 issued in favour of municipal / regional authorities and utilities to guarantee performance of the Borrower's obligations relative to Phase 1;
b) $689,495 issued in favour of municipal / regional authorities and utilities to guarantee performance of the Borrower's obligations relative to Phase 2, specifically to assist with registration of Phase 2 lots;
c) $670,000 issued to Tarion;
d) $250,000 to be issued in favour of municipal / regional authorities and utilities to guarantee performance of the Borrower's obligations relative to Phase 3, specifically to assist with registration of Phase 3 lots.
e) $250,000 issued to Tarion re: Phase 3.

To be released by the beneficiary(ies) upon satisfaction of the Borrower's obligations.

Term: Maximum 1 year, renewals as required. Subject to annual review.

Commission: 1.25% per annum, payable in advance minimum $500. In the event a Letter of Credit is reduced/cancelled prior to 90 days before expiration, the fee shall be refunded on a pro-rated basis.

Conditions:

1. The C/L/C's will be released based on evidence that they are required to comply with the conditions of approval / registration of the Subdivision

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Agreement / Development Agreement / Servicing Agreement, etc. and all Conditions Precedent have been satisfied.

2. The Letters of Credit outstanding under the facility shall be secured in the following manner:
   a. incoming net closing proceeds from **Phase 2** unit closings will be pledged to the Bank as specific security for the Letters of Credit at the rate of $75,000 per unit closing;
   b. upon full repayment of advances under Banking Facility #1, incoming net closing proceeds from **Phase 3** unit closings will be pledged to the Bank as specific security for the Letters of Credit at the same as specified under "Discharge Privilege" under Facility #1):

The incoming funds, as outlined above, will be placed in a Bank of Montreal deposit instrument and pledged to the Bank as specific security for the Letters of Credit.

Once Facility #2 is cash collateralized in full, all closing proceeds from Phase 2 and Phase 3, upon obtaining Bank's partial discharges, are hereby irrevocably directed by the Borrower to be paid to Jack Greenberg In Trust.

BANKING FACILITY #3

Loan Amount: $7,000,000.

Loan Type: Demand Loan, Revolving.

Loan Purpose:

1. To repay existing debt in the amount of $200,000 per lot and finance the construction costs for 19 homes in Phase 2. The Bank will fund 80% of the required amount in building permits and registration fees against Phase 2 units.

2. To assist with the construction of pre-sold single family homes in Phase 3.

Interest Rate: Bank of Montreal's Prime Rate plus 2.00% per annum, floating, calculated and payable monthly in arrears.

Repayment: On demand. Notwithstanding compliance with the terms and conditions of this facility (including, without limitation, any covenants set out in this Agreement), the Bank may at any time demand repayment of any and all amounts under this facility and the Borrower hereby agrees to pay such amounts to the Bank upon such demand being made.

Anticipated Source of Repayment: From net sale proceeds from home sales to end purchasers as per Discharge Privilege below.

Discharge Privilege: Phase 1 lots – all 25 lots have been discharged.
Phase 2 lots: - all 19 Lots have been discharged.
Phase 3 lots:
Net closing proceeds from home sales to be applied firstly towards repayment of **Facility #1,** as stipulated under the discharge privilege for **Facility #1**, and

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secondly towards repayment of **Facility #3** in the amount advanced relative to each unit. Upon full repayment of Facility #1, net closing proceeds from home sales to be firstly applied towards repayment of Facility #3 in the amount advanced relative to each unit, and secondly towards cash collateralizing Letters of Credit under Facility #2, as stipulated under the discharge privilege for Facility #1.

<u>Margin Conditions:</u>

1. Accumulated Advances are to be contained within the lesser of:

<u>Phase 3 lots:</u>

a) <u>Cost Margin</u>
- 100% of hard and soft work in place (<u>excluding</u> land costs, including building permit fees in the amount of $16,500) for presold single-detached homes, as evidenced by a Builder's Report,

less:
- accounts payable which are not to be paid before the next reporting date;
- holdbacks as retained by the Borrower;
- purchasers' Deposits;
- .

b) <u>Value Margin</u>
- 75% of actual selling prices for presold single-detached homes;

less:
- accounts payable which are not to be paid before the next reporting date;
- holdbacks as retained by the Borrower;
- purchasers' Deposits;
- average per lot loan amount per Banking Facility #1.

2. Bank financing is restricted to presold single-family homes pre-sold to arms-length purchasers. In order to be included in the Margin Condition formula as a Qualified Pre-Sale , the following conditions shall apply:
   a) A copy of the Purchase and Sale Agreement is to be provided to the Bank for substantiation;
   b) The Borrower is to have received a minimum cash deposit of $40,000 prior to initial advance;
   c) Bank will be provided with evidence that purchasers are pre-qualified for mortgage financing or have the financial capacity to close .

3. The Bank shall be advised forthwith of any changes to purchase and sale agreements on existing home sales.

4 Draw requests are to be provided to the Bank monthly. Draws will be released and applied on the basis of draw requests as submitted by the Borrower and reviewed by the Bank's Quantity Surveyor. Draw requests are to be accompanied by a list of accounts to be paid, Borrower's certificate relative to soft costs, and an architect's certificate relative to hard costs, indicating cost of work in place, amount of holdback and cost to complete. All draws are hereby irrevocably directed by the Borrower to be paid to Jack Greenberg In Trust.

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5. If at any time pending or during disbursement of the loan, the undrawn loan balance and the balance of Deferred Costs shall not be sufficient to complete the project in accordance with the approved plan and specifications and pay for all costs thereof, the Borrower and/or Guarantor(s) shall inject cash equity into the Project equal to the deficiency prior to any further loans being permitted.

6. Interest payable on subordinated mortgages shall be paid from the Borrowers' and/or Guarantors' equity, and not from Bank approved financing.

7. Bank is to sub-search title at time of each draw, except for advances exclusively for interest, at the expense of the Borrower and there shall be no liens or encumbrances prior to the Bank's security or subsequent thereto unless the Bank has given its approval thereof.

8. The provisions of the Construction Lien Act are to apply at all times.

9. Periodic site visits are to be conducted by the Bank.

General Conditions:

1. The Bank will retain the right to review the account at any time and at least annually with the Borrower/Guarantor(s) to provide the following:
   a) Current Accountant-prepared financial statements within 120 days from year end;
   b) Confirmation that all real estate taxes are paid up-to-date is to be provided annually;
   c) Any other information that may be reasonably requested from time to time is also to be provided.

2. Notwithstanding compliance with the terms and conditions of the Banking Facilities, the Bank may, at any time, demand repayment of any and all amounts under these facilities and the Borrower agrees to pay such amounts to the Bank upon such demand being made.

3. All third party out-of-pocket costs and expenses incurred by the Bank in establishing or operating these facilities (including but not limited to legal and consulting costs) are for the account of the Borrower.

4. The Borrower will maintain a current account at a convenient branch of Bank of Montreal and, during the course of Bank financing for this Project, this account is to be utilized for all deposits and withdrawals related to the Project. Notwithstanding, all draws and disbursements of net closing proceeds, upon obtaining Bank's partial discharges, shall first be paid to Jack Greenberg In Trust.

5. The Borrower agrees to erect a sign (provided by the Bank) advertising financing of the Project.

Security:

The Bank or its counsel shall have received fully executed copies of the following documents, instruments, agreements prior to the first advance of funds, which shall be in form and substance satisfactory to the Bank and its solicitors:

Security Held re: Phase 1:

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1. Demand Collateral Mortgage on the Bank's standard form in the amount of $18,000,000 containing a first fixed charge over Phase 1 lands (originally 39 lots, of which 14 remain unclosed and will now form part of Phase 3), registered under Land Titles / Registry. Receiver / Manager clause and acceleration clause in the event of sale to be included.

   Note: The Bank will permit $2,000,000 in subsequent encumbrances from 53 Puccini Mortgage Corp., with Postponement of Interest held on file and full postponement and standstill agreement to be obtained (refer to Security #14). No further subsequent encumbrances will be permitted without prior permission of the Bank:

2. Joint and Several Guarantee from Imran Jinnah and Silver Streams Homes Inc. in the total amount of $17,600,000.

3. General Security Agreement providing a first floating charge over the Project, registered under the Personal Property Security Act.

4. General Assignment of contracts, project plans, specifications and permits and purchase and sale agreements.

5. Assignment of Builders' All Risk Insurance for full insurable value of the project with loss payable to the Bank as first mortgagee, to include a Standard Mortgage Clause. Evidence of liability insurance to be provided.

6. Deficiency Agreement to be executed by the Borrower and Guarantor agreeing to fund costs not included or in excess of forecast expenditures.

7. Letters of Indemnity for issued Commercial Letters of Credit.

8. Pledge Agreement for cash collateral.

9. Environmental Indemnity on the Bank's form signed by the Borrower and Guarantor.

10. Articles of Incorporation, Certificates, and appropriate Borrowing and Enabling Resolutions of the Borrower, and Borrower's solicitor's opinion regarding corporate authority and enforceability in form satisfactory to the Bank's solicitors, acting reasonably.

11. A favourable Letter of Opinion from the Bank's solicitor confirming the validity and enforceability of the Bank's security.

12. Any other security documents considered necessary by the Bank's solicitors.

Security Held re: Phase 2 lots:

13. Demand Collateral Mortgage on the Bank's standard form in the amount of $10,000,000 containing a first fixed charge over the 19 lots in Phase 2 lands, registered under Land Titles / Registry. Receiver / Manager clause and acceleration clause in the event of sale to be included.

    Note: The Bank will permit the following subsequent encumbrances from the following Mortgagees ("Mortgagees"), subject to full postponement

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and standstill agreement to be obtained. No further subsequent encumbrances will be permitted without prior permission of the Bank:

Mortgagee	Amount	Mortgagor
Dapaul Management Limited	$5,500,000	2147681 Ontario Inc., 2147650 Ontario Inc. and 2148991 Ontario Inc. (Phase 2 and Phase 4)
Puccini Mortgage Corp.	$2,600,000	2147681 Ontario Inc., 2147650 Ontario Inc. and 2148991 Ontario Inc. (Phase 2 and Phase 4)
388242 Ontario Limited	$1,500,000	2147681 Ontario Inc., 2147650 Ontario Inc. and 2148991 Ontario Inc. (Phase 2 and Phase 4)
53 Puccini Mortgage Corp.	$1,150,000	2147681 Ontario Inc. (part of Phase 2)

14. Full postponement and standstill agreement from all of the Mortgagees to be subordinate to the Bank encumbering any unclosed lots in Phase 1 and the 19 lots in Phase 2.

    The subordination and standstill agreement will contain a provision permitting the Bank to have a prior claim to net closing proceeds from Phase 2 lots to allow cash securitization of Letters of Credit outstanding under the Facility #2 upon repayment of advances against Facilities #1. Once Facility #2 is cash collateralized in full, all closing proceeds from Phase 1 and Phase 2, upon obtaining Bank's partial discharges, are hereby irrevocably directed by the Borrower to be paid to Jack Greenberg In Trust. The Bank will also permit the Borrower to continue making interest payments to the subsequent Mortgagees, provided that the Bank's loans are not in default. Interest payable on subordinated mortgages shall be paid from the Borrowers' and/or Guarantors' equity, and not from Bank approved financing.

15. An acknowledged direction from the Borrower to direct Bank's funds for building permits and registration fees against Phase 2 lots to the Bank's solicitor's trust account, with funds to be disbursed to municipal authorities at registration of Phase 2 lots, unless the Borrower has already paid same, in which case such funds shall be disbursed to the Borrower.

16. Agreement from all of the Mortgagees encumbering the 19 lots in Phase 2 and any unclosed lots in Phase 1 to provide partial discharges whether or not their respective mortgages are in default to the extent necessary to comply with the terms and conditions herein provided. All draws and disbursements of net closing proceeds in Phase 1 and Phase 2, upon obtaining Bank's partial discharges, shall be irrevocably paid to Jack Greenberg In Trust.

17. Discharge agreements from the Mortgagees for Phase 2 lots. To be held by the Bank's solicitor to the extent necessary as aforesaid.

18. A favourable Letter of Opinion from the Bank's solicitor confirming the validity and enforceability of the Bank's security.

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19. Any other security documents considered Necessary from the Bank's solicitor.

Security Held re: Phase 3 Lots:

20. Demand Collateral Mortgage on the Bank's standard form in the amount of $10,000,000 containing a first fixed charge over the remaining 11 lots in Phase 2, which will now form part of Phase 3, registered under Land Titles / Registry. Receiver / Manager clause and acceleration clause in the event of sale to be included.

    Note: The Bank will permit the following subsequent encumbrances from the following Mortgage, subject to full postponement and standstill agreement to be obtained. No further subsequent encumbrances will be permitted without prior permission of the Bank:

Mortgagee	Amount	Mortgagor
Nastell Investments Limited	$1,805,000	2148993 Ontario Inc. and 2148990 Ontario Inc.

21. Full postponement and standstill agreement from Nastell Investments Limited to be subordinate to the Bank encumbering any unclosed lots in Phase 1 (i.e. part of Phase 3).

22. Agreement from all of the Mortgagees encumbering the Phase 3 lots to provide partial discharges whether or not their respective mortgages are in default to the extent necessary to comply with the terms and conditions herein provided. All draws and disbursements of net closing proceeds in Phase 3, upon obtaining Bank's partial discharges, shall be irrevocably paid to Jack Greenberg In Trust.

23. Discharge agreements from the Mortgagees for Phase 3 lots. To be held by the Bank's solicitor to the extent necessary as aforesaid.

24. Confirmation signed by the Borrower and the Guarantors confirming that:
    i. The vendor-take-back-mortgages subordinated to the Bank are current and in good standing order;
    ii. Subsequent to the Bank's advance of the Facility #1, aggregate advances by the mortgagees will not exceed $6,350,000. Any further encumbrances will be subject to the Bank's prior approval.

25. A favourable Letter of Opinion from the Bank's solicitor confirming the validity and enforceability of the Bank's security.

26. Any other security documents considered Necessary from the Bank's solicitor.

Evidence of Indebtedness:

Notwithstanding the terms and conditions set out in this offer letter, the Borrower and Guarantors acknowledge that the actual recording of the amount of any advance or repayment thereof under the Banking Facilities, and interest, fees, and other amounts due in connection with the Banking Facilities, in the accounts of the Borrower maintained by the Bank, shall

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constitute prima facie evidence of the Borrower's indebtedness and liability from time to time under these Banking Facilities; provided that the obligation of the Borrower to pay or repay any indebtedness in accordance with this offer letter shall not be affected by the failure of the Bank to make such recording. The Borrower hereby acknowledges being indebted to the Bank for principal amounts shown as outstanding from time to time in the Bank's account records, and all accrued and unpaid interest in respect thereto, which principal and interest the Borrower hereby undertakes to pay to the Bank on demand.

Documents for Execution:	A $100.00 fee per document will be levied on documents requiring execution by Bank officers (excluding partial discharges).
Partial Discharge Fee:	$100 per lot payable at time of execution.
Draw Fee:	$250 per draw.
Use of Funds:	The Borrower hereby confirms that this new financing and related loan accounts will only be used for the Borrower's own business and business transactions associated herewith.
Renewal Amendment Fee:	**$5,000**

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THIS IS EXHIBIT "D" TO

THE AFFIDAVIT OF IMRAN JINNAH

SWORN BEFORE ME THIS 11TH

DAY OF DECEMBER, 2013.

A Commissioner etc.

LRO # 65 **Charge/Mortgage** **Receipted as YR1273792 on 2009 01 05 at 13:30**

The applicant(s) hereby applies to the Land Registrar. yyyy mm dd Page 1 of 10

Properties

PIN	03206 - 0307 LT	*Interest/Estate*	Fee Simple
Description	PCL 7-1 SEC M807; LT 7 PL M807 ; S/T LB43081 RICHMOND HILL		
Address	RICHMOND HILL		
PIN	03206 - 0308 LT	*Interest/Estate*	Fee Simple
Description	PCL 60-1 SEC M807; LT 60 PL M807 ; RICHMOND HILL		
Address	RICHMOND HILL		

Chargor(s)

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

Name 2148990 ONTARIO INC.

Address for Service 103 Naughton Drive
Richmond Hill, Ontario
L4C 8B3

I, IMRAN JINNAH, PRESIDENT, have the authority to bind the corporation.

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

Chargee(s) *Capacity* *Share*

Name BANK OF MONTREAL

Address for Service First Canadian Place
11th Floor
100 King Street West
Toronto, Ontario
M5X 1A1

Statements

Schedule: See Schedules

Provisions

Principal	$ 12,387,000.00	*Currency*	CDN
Calculation Period	monthly		
Balance Due Date	ON DEMAND		
Interest Rate	Prime Rate + 1.25%		
Payments			
Interest Adjustment Date			
Payment Date			
First Payment Date			
Last Payment Date			
Standard Charge Terms	882		
Insurance Amount	full insurable value		
Guarantor	Imran Jinnah and Silver Streams Homes Inc.		

Additional Provisions

"Prime Rate" is the floating annual rate of interest established from time to time by the Bank of Montreal as the base rate it will use to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

The Chargor hereby acknowledges and agrees that this Charge is given concurrently with a charge given to 2148993 Ontario Limited over another property (the "Other Charge") described as follows:

Lot 6, Plan M807, s/t LB43081, Richmond Hill, being PIN 03206-0306 (LT) and Lot 5, Plan M807, s/t LB43081, Richmond Hill, being PIN 03206-0305 (LT).

A payment made to the Chargee under this Charge shall constitute and be deemed a payment under the Other Charge and the occurrence of an event of default under the provisions of either this Charge or the Other Charge shall, at the option of the Chargee, constitute and be deemed to be an event of default under this Charge and the Other Charge and shall entitle the Chargee to pursue its remedies under this Charge and/or under the Other Charge.

Signed By

Anne Teixeira	Suite 1200, 95 Wellington St. West, TD Centre Toronto M5J 2Z9	acting for Chargor(s)	Signed	2008 12 30

Tel 4168649700

Fax 4169418852

Submitted By

FOGLER, RUBINOFF LLP	Suite 1200, 95 Wellington St. West, TD Centre Toronto M5J 2Z9	2009 01 05

Tel 4168649700

Fax 4169418852

Fees/Taxes/Payment

Statutory Registration Fee	$60.00
Total Paid	$60.00

DEMAND DEBENTURE

Date:	December 18, 2008
Principal Sum:	$12,387,000.00
Issuer:	2148990 Ontario Inc.

1. **2148990 Ontario Inc.** (hereinafter collectively called the "**Company**"), for value received, hereby covenants with BANK OF MONTREAL (hereinafter called the "**Bank**") that it will pay to the Bank the sum of TWELVE MILLION THREE HUNDRED AND EIGHTY-SEVEN THOUSAND ($12,387,000.00) DOLLARS in lawful money of Canada, at the Branch of the Bank at First Canadian Place, 11th Floor, Toronto, Ontario, M5X 1A1 or at any other Branch of the Bank to which the Company's account may have been transferred hereafter. together with interest at the rate of the Bank's Prime Interest Rate (as hereinafter defined) plus ONE AND ONE-QUARTER PERCENT (1.25 %) per annum in effect from time to time, on demand, or on such earlier date or dates as any of the said sum (TWELVE MILLION THREE HUNDRED AND EIGHTY-SEVEN THOUSAND ($12,387,000.00) DOLLARS) may become payable as hereinafter provided, together with interest thereon as well after as before maturity at the rate aforesaid computed from the date hereof (collectively referred to herein as the "**Indebtedness**") payable monthly on the last day of each and every month in like money at the same place:

(a) For the purpose hereof, Prime Interest Rate is the floating annual rate of interest announced from time to time by the Bank as the base rate it will use for determining interest rates on Canadian dollar loans in Canada and designated as Prime Interest Rate; and

(b) In the event that it may be necessary at any time for the Bank to prove the Prime Interest Rate applicable as at any time or times, it is agreed that a Certificate in writing of the Manager for the time being of the Branch of the Bank responsible for the collection of the moneys payable under this Debenture, setting forth the Bank's Prime Interest Rate as at any time or times shall be, and shall be deemed to be, prima facie evidence as to the Bank's Prime Interest Rate as in the said Certificate set forth, notwithstanding that the Manager determined or calculated the Bank's Prime Interest Rate from the books or records of the Bank prepared by an employee or employees of the Bank other than the said Manager.

2. As security for the payment of the Indebtedness and of all other moneys from time to time owing hereunder the Company hereby grants, mortgages, charges, assigns and transfers by way of a fixed and specific mortgage and charge to and in favour of the Bank:

(a) all of the Company's right, title and interest or the undivided interest (as the case may be) in the lands and premises relating to a portion of the "Puccini" project being a 39 lot subdivision in Richmond Hill as described in Schedule "A" hereto and municipally known as 56 and 58 Puccini Drive, Richmond Hill (the "**Lands**") which Lands are owned by the Company;

(b) all of the right, title and interest of the Company in and to all buildings, erections, fixtures, fixed plant, fixed machinery and equipment now upon the said Lands or any part or parts thereof or which may at any time hereafter be constructed or brought or placed thereon or used in connection therewith (the "**Buildings**");

(c) all rights-of-way, easements, franchises and privileges, appurtenant or appertaining to the Lands and Buildings;

(d) all the chattels, machinery, equipment, plant, vehicles, goods and personal property of every nature and kind now or hereafter owned or acquired by the Company and located in, on or under the Lands and Buildings or used in connection therewith;

(e) any and all existing or future agreements of purchase and sale, options to purchase and mortgage loans or other financing commitments affecting any of the Lands and Buildings and all of the proceeds thereof; and

(f) all of the undertaking, property and assets, both present and future of every nature and kind whatsoever owned or used by the Company respecting the Lands and Buildings or any part or parts thereof, including, without limitation, all inventory and equipment, book accounts, book debts, all contractual rights and insurance claims, all plans and specifications, building permits and applications, rentals, bank deposits and accounts, all monies (other than trust monies lawfully belonging to others) and all cash and non-cash proceeds therefrom,

all of which are collectively referred to as the "**Mortgaged Property**" or the "**Property**".

To have and to hold the Property hereby charged and all rights hereby conferred unto the Bank, its successors and assigns forever, nevertheless, for the uses and purposes and with the powers and authorities and subject to the terms and conditions herein set forth.

3. It is hereby declared that the last day of any term reserved by any lease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Company and whether falling within the general or particular description of the Mortgaged Property hereunder, is hereby and shall be excepted out of the mortgage and charge hereby or by any other instrument created, but the Company shall stand possessed of the reversion of one day remaining in it or them in respect of any such term, for the time being demised, as aforesaid, upon trust for the Bank to assign and dispose of the same as the Bank shall, for such purpose, direct.

Upon any sale or sales of such leasehold interest or any part thereof, the Bank, for the purpose of vesting the aforesaid one day residue of such term or renewal thereof in any purchaser or purchasers thereof, shall be entitled by deed or writing to appoint such purchaser or purchasers or any other person or persons a new trustee or trustees of the aforesaid residue of any such term or renewal thereof in the place of the Company and to vest the same accordingly in the new trustee or trustees so appointed free and discharged from any obligation respecting the same.

4. The mortgages, charges and assignments hereby created shall have effect whether or not the moneys hereby secured or any part thereof shall be advanced before or after or at the time of the issue of this Debenture or before or after the date of this Debenture.

5. Without in any way derogating from the rights of the Bank hereunder including, without limitation, the right of the Bank to make demand hereunder at any time, the Indebtedness and other moneys hereby secured shall at the discretion of the Bank become immediately payable and the security hereby constituted shall become enforceable upon any of the following events ("**Event of Default**"):

(a) If the Company fails to pay when due any of the principal, interest or other amounts due hereunder;

(b) If the Company makes default in the observance or performance of anything hereby required to be done or some covenant or condition hereby required to be performed or observed;

(c) If the Company fails to observe or perform any term or provision of any agreement with the Bank relating to the Property, including a certain Offer of Financing dated August 25, 2008, as amended by Agreement dated September 24, 2008 (the "**Commitment Letter**") issued by the Bank and accepted by the Company,

(d) If any representation or warranty of the Company contained herein, the Commitment Letter or in any other agreement, commitment, instrument or document relating to the Property is or becomes inaccurate or false or misleading;

(e) If an order is made or a resolution passed, or if a petition is filed for the winding up of the Company;

(f) If the Company becomes insolvent or makes an authorized assignment or bulk sale of the property and assets hereby charged or if a bankruptcy petition is filed or presented against the Company;

(g) If any proceedings with respect to the Company are commenced under the *Companies' Creditors Arrangement Act*;

(h) If any execution, sequestration, extent or any other process of any court becomes enforceable against the Company and remains enforceable for ten (10) days after notice thereof has been given to the Company, as the case may be, by the Bank or if a distress or analogous process is levied upon the property of the Company or any part thereof;

(i) If the Company shall permit any sum which has been admitted as due by the Company or is not disputed to be due by it and which forms or is capable of being made a charge upon any of the Mortgaged Property to remain unpaid for thirty (30) days after proceedings have been taken to enforce the same;

(j) If the Company ceases or threatens to cease to carry on its business or if the Company commits or threatens to commit any act of bankruptcy;

(k) If the Company fails to observe or perform any term or provision contained in the Standard Charge Terms filed by the Bank as No. 882 incorporated by reference herein subject to the amendments set out in Schedule "B" hereto;

(l) If there is an occurrence of an Event of Default under any of the Debentures of even date issued to the Bank by each of the Beneficial Owners; or

(m) If in the opinion of the Bank acting reasonably any material adverse change has occurred in the financial condition, ownership or operation of the Company.

6. If the security hereby constituted shall become enforceable, the Bank may by instrument in writing appoint any person or persons, whether an officer or officers or employee or employees of the Bank or not, to be a receiver or receivers of the Mortgaged Property or any part or parts thereof and may remove any receiver or receivers so appointed and appoint another or others in his or their stead. Any such receiver or receivers shall have power to take possession of the Mortgaged Property or any part or parts thereof and to carry on or concur in carrying on the business of the Company as same relates solely to the Mortgaged Property charged and to sell or concur in selling any part of the Mortgaged Property and to convey, transfer and assign to a purchaser or purchasers the title to any of the Mortgaged Property so sold. The net profits of carrying on the said business and the net proceeds of sale shall be applied by the receiver subject to the claims of all secured and unsecured creditors (if any) ranking in priority to this Debenture:

(a) First, in payment of all costs, charges and expenses of and incidental to the appointment of the receiver and the exercise by him of all or any of the powers aforesaid, including the reasonable remuneration of the receiver and all outgoings properly paid by him;

(b) Secondly, in or towards payment to the Bank of all moneys due hereunder; and

(c) Thirdly, any surplus shall be paid to the Company.

The rights and powers conferred by this paragraph are in supplement of and not in substitution for any rights the Bank may from time to time have as the Holder of this Debenture. The term "receiver" as used in this Debenture includes a receiver and manager. That every such receiver shall, so far as concerns responsibility for his acts or omissions, be deemed the agent or attorney of the Company and in no event the agent of the Bank. The appointment of the receiver shall not have the effect of constituting the Bank a mortgagee in possession in respect of the Property or any part thereof.

7. If the security hereby constituted shall have become enforceable and the Bank shall have determined to enforce the same as herein provided, the Bank may in its discretion:

(a) by its officers, agents or attorneys take possession of all or any part or parts of the Mortgaged Property with power to exclude the Company, its agents and servants therefrom; carry on, manage, and conduct the business operations of the Company relating to the Mortgaged Property; preserve and maintain the Mortgaged Property and make such replacements thereof and additions thereto as it shall deem judicious; receive the rents, incomes and profits thereof of any kind whatsoever and pay therefrom any expenses it may have of maintaining, preserving, protecting and operating the Mortgaged Property and all charges which rank or may rank *pari passu* with or prior to the lien of this Debenture, or payment of which may be necessary to preserve or protect the Mortgaged Property, or any part thereof, and to establish reasonable reserves in respect thereof and for the payment of the principal of and premium, if any, and interest on the monies then due or thereafter becoming due, and pay out the remainder of the moneys so received and not in the opinion of the Bank required for the purposes provided for in this Section in accordance with the provisions of Section 6; renew from time to time any leases; and enjoy and exercise all powers necessary to the performance of all functions provided for in this Section, including, but not in limitation thereof, the power to purchase on credit, borrow money in the Company's name, and advance its own moneys at such rates of interest as it may deem reasonable (the debts representing all of which purchases, borrowings, and advances, together with interest thereon, while unpaid, to be entitled to the security hereof in priority to the Debenture); provided that the Bank shall, upon all defaults being made good, or waived as herein provided, restore the Mortgaged Property to the applicable Company subject to the mortgages and charges created by this Debenture as if no default had occurred; and/or

(b) with or without taking possession, and in accordance with the provisions of Section 8 hereof, sell all or part of the Mortgaged Property, either as a whole or in separate parcels, at public auction, by public tender or by private sale, at such times and places, subject to adjournment from time to time by the Bank, and on such terms and conditions as to upset or reserve bid or price and as to payment as the Bank shall appoint; and/or

(c) realize all or any part or parts of the security hereby constituted by any other means of any nature or kind whatsoever that a Court of competent jurisdiction shall approve as being just and expedient in the circumstances, having regard to the character of the Mortgaged Property and the nature of the operations of the Mortgaged Property, including any other action, suit, remedy or proceedings authorized or permitted by this Debenture or by law or by equity, and not necessarily limited to those means of realization which the Court is given jurisdiction to approve by statute; and/or

(d) take any action or proceedings to enforce payment of the monies due hereunder or performance of any other covenant contained herein, or to enforce the security hereby constituted and to bring to sale the Mortgaged Property or any part or parts thereof under a judgment or decree of a Court or Courts of competent jurisdiction or by the enforcement of any other legal remedy which the Bank, on the advice of Counsel shall deem most effective to protect and enforce any of its rights.

8. If the security hereby constituted shall become enforceable, the Bank may enter on, take possession of, lease and enforce any right or remedy it has with respect to the Mortgaged Property or any part or parts thereof, and on default of payment for at least fifteen (15) days, may, on at least thirty-five (35) days' notice enter on and lease the Mortgaged Property or any part or parts thereof or on default of payment for at least fifteen (15) days, may, on at least thirty-five (35) days' notice sell all or any part of the Mortgaged Property; such notice shall be given to such persons and in such manner and form and within such time as under Part III of *The Mortgages Act*, R.S.O. 1990, M.40, as amended; and the Bank may lease or sell as aforesaid without entering into possession of the said Mortgaged Property. In the event that the giving of such notice shall not be required by law or to the extent that such requirements shall not be applicable it is agreed that notice may be effectually given by mailing it in a registered letter addressed to the Company at its last known address. It is further agreed that the title of a purchaser or lessee upon a sale or lease made in professed exercise of the above power and conducted according to law shall not be liable to be impeached on the ground that no cause has arisen to authorize the

exercise of such power, or that such power had been improperly or irregularly exercised, but any person damaged by an unauthorized, improper or irregular exercise of the power shall have his remedy against the person exercising the power in damages only; and that the Bank may either before or after entry sell the whole or any part or parts of the said Mortgaged Property by public auction or by private tender or private contract, or partly one and partly the other, on such terms as to credit and otherwise as to the Bank shall appear most advantageous and for such prices as can reasonably be obtained therefor and at such time and place as the Bank may determine and with or without advertisement, and with or without reserve bid as the Bank may deem proper; and the Bank may buy in or rescind or vary any contract for sale of any of the said Mortgaged Property and re-sell, with or without the powers conferred hereunder, and adjourn such sale from time to time without being answerable for loss occasioned thereby; and in the case of a sale on credit the Bank shall only be bound to pay to the Company such moneys as have been actually received from purchasers after the satisfaction of the Bank's claim; and for any such purposes the Bank may execute all agreements, deeds, transfers and assurances the Bank deems fit, and the Bank being hereby constituted the attorney of the Company for the purpose of making any such sale shall be a perpetual bar both in law and in equity against the Company and all other persons claiming the said property or any part thereof, by, from, through or under the Company; and that the purchaser at any sale hereunder and the lessee under any lease hereunder, except to the extent required by law, shall not be bound to see to the propriety or regularity thereof or be affected by express notice that any sale or lease is improper; and no want of notice or publication where required hereby shall invalidate any sale or lease hereunder; and the above powers may be exercised by the successors and assigns of the Bank and against the successors and assigns of the Company and are in addition to and not in limitation of any other rights or powers of the Bank herein or by law conferred.

9. The Company agrees to pay to the Bank forthwith upon demand all reasonable expenses incurred by the Bank in taking this Debenture or in recovering or enforcing payment of moneys owing hereunder or realizing upon this Debenture or any other security for such moneys including reasonable expenses of taking possession, protecting and realizing upon any property comprised in any such security, together with interest at the rate provided herein for this Debenture from the date of such expenditures.

10. This Debenture may be assigned, pledged, hypothecated or deposited by the Company as security for advances or loans to or for indebtedness or other obligations or liabilities of the Company, and in such event this Debenture shall not be deemed to have been redeemed by reason of the account of the Company having ceased to be in debit whilst it remained so assigned, pledged, hypothecated or deposited and no payment to the Bank shall constitute payment on account of any of the principal, interest or other moneys from time to time owing hereunder unless specifically so appropriated by the Bank by notation of such payment on this Debenture.

11. The Indebtedness and other moneys hereby secured will be paid and shall be assignable free from any right of set-off or counter-claim or equities between the Company and the Bank.

12. This security is in addition to and not in substitution for any other security now or hereafter held by the Bank.

13. If the Company, its successors or assigns, shall pay or cause to be paid to the Bank the moneys secured by this Debenture and shall otherwise observe and perform the terms hereof, the Bank shall at the request and at the expense of the Company, its successors and assigns, cancel and discharge the charge of this Debenture and execute and deliver to the Company, their successors and assigns, such deeds and other instruments as shall be requisite to satisfy the charge thereby constituted and release the Company from the terms and conditions hereof; provided, however, that until such cancellation and discharge, this Debenture shall be and remain in full force and effect.

14. This Debenture and all its provisions shall enure to the benefit of the Bank, its successors and assigns, and shall be binding upon the Company and its successors and assigns.

15. The Company hereby acknowledges having received a true copy of this Debenture.

16. This Debenture is being issued by the Company to the Bank pursuant to the terms of the Commitment Letter. The warranties, representation, agreements and covenants contained in the Commitment Letter shall not merge but shall survive and continue in force despite the advancement of funds under this Debenture. In the event of any ambiguity, conflict or inconsistency between the provisions of this Debenture and the Commitment Letter, the Commitment Letter shall prevail.

IN WITNESS WHEREOF the Company has executed this Debenture as at the date set out above.

2148990 ONTARIO INC.

Per: ______________________________

Imran Jinnah
President
I have authority to bind the Corporation

SCHEDULE "A"

LEGAL DESCRIPTION OF LANDS

Lot 60, Plan M807, Richmond Hill, being PIN 03206-0308 (LT) and Lot 7, Plan M807, s/t LB43081, Richmond Hill, being PIN 03206-0307 (LT)

SCHEDULE "B"
STANDARD CHARGE TERM AMENDMENTS

Land Registration Reform Act 1984
for use with Standard Charge Terms No. 882

The provisions of the set of Standard Charge Terms filed as No. 882 shall be amended as follows:

1. Subparagraph (o) shall be deleted from paragraph 2 and the following shall be substituted for the said subparagraph (o):

   (o) "Sum" means the amount inserted on Page 1 of the charge and is the principal amount of the indebtedness of the Chargor to the Chargee for debts contracted to the Chargee and/or all or any part of the liability of the Chargor to the Chargee pursuant to or with respect to any guarantee, guarantees, note, notes, agreement or agreements referred to in the charge.

2. Subparagraph (aa) of paragraph 5 shall be amended by the insertion of the word "No" as the first word of the said subparagraph (aa).

3. Subparagraph (bb) of paragraph 5 shall be amended by the insertion of the word "The" as the first word of the said subparagraph (bb).

4. Paragraph 7 shall be amended by replacing the word "change" with the word "charge" in the first line of the said paragraph 7.

5. Paragraph 13 shall be amended by deleting the following from line 5: "(other than as set out in paragraph 11 hereof)".

Properties

PIN	03206 - 0305 LT	*Interest/Estate*	Fee Simple
Description	PCL 5-1 SEC M807; LT 5 PL M807 ; S/T LB43081 RICHMOND HILL		
Address	RICHMOND HILL		
PIN	03206 - 0306 LT	*Interest/Estate*	Fee Simple
Description	PCL 6-1 SEC M807; LT 6 PL M807 ; S/T LB43081 RICHMOND HILL		
Address	RICHMOND HILL		

Chargor(s)

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

Name 2148993 ONTARIO INC.

Address for Service 103 Naughton Drive
Richmond Hill, Ontario
L4C 8B3

I, IMRAN JINNAH, PRESIDENT, have the authority to bind the corporation.

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

Chargee(s) *Capacity* *Share*

Name BANK OF MONTREAL

Address for Service First Canadian Place
11th Floor
100 King Street West
Toronto, Ontario
M5X 1A1

Statements

Schedule: See Schedules

Provisions

Principal	$ 12,387,000.00	*Currency*	CDN
Calculation Period	monthly		
Balance Due Date	ON DEMAND		
Interest Rate	Prime Rate + 1.25%		
Payments			
Interest Adjustment Date			
Payment Date			
First Payment Date			
Last Payment Date			
Standard Charge Terms	882		
Insurance Amount	full insurable value		
Guarantor	Imran Jinnah and Silver Streams Homes Inc.		

Additional Provisions

"Prime Rate" is the floating annual rate of interest established from time to time by the Bank of Montreal as the base rate it will use to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

The Chargor hereby acknowledges and agrees that this Charge is given concurrently with a charge given to 2148990 Ontario Limited over another property (the "Other Charge") described as follows:

Lot 60, Plan M807, Richmond Hill, being PIN 03206-0308 (LT) and Lot 7, Plan M807, s/t LB43081, Richmond Hill, being PIN 03206-0307 (LT).

A payment made to the Chargee under this Charge shall constitute and be deemed a payment under the Other Charge and the occurrence of an event of default under the provisions of either this Charge or the Other Charge shall, at the option of the Chargee, constitute and be deemed to be an event of default under this Charge and the Other Charge and shall entitle the Chargee to pursue its remedies under this Charge and/or under the Other Charge.

Signed By

Anne Teixeira

Suite 1200, 95 Wellington St. West,
TD Centre
Toronto
M5J 2Z9

acting for Chargor(s)

Signed 2008 12 30

Tel 4168649700
Fax 4169418852

Submitted By

FOGLER, RUBINOFF LLP

Suite 1200, 95 Wellington St. West,
TD Centre
Toronto
M5J 2Z9

2009 01 05

Tel 4168649700
Fax 4169418852

Fees/Taxes/Payment

Statutory Registration Fee	$60.00
Total Paid	$60.00

DEMAND DEBENTURE

Date:	December 18, 2008
Principal Sum:	$12,387,000.00
Issuer:	2148993 Ontario Inc.

1. 2148993 Ontario Inc. (hereinafter collectively called the "Company"), for value received, hereby covenants with BANK OF MONTREAL (hereinafter called the "Bank") that it will pay to the Bank the sum of TWELVE MILLION THREE HUNDRED AND EIGHTY-SEVEN THOUSAND ($12,387,000.00) DOLLARS in lawful money of Canada, at the Branch of the Bank at First Canadian Place, 11th Floor, Toronto, Ontario, M5X 1A1 or at any other Branch of the Bank to which the Company's account may have been transferred hereafter, together with interest at the rate of the Bank's Prime Interest Rate (as hereinafter defined) plus ONE AND ONE-QUARTER PERCENT (1.25 %) per annum in effect from time to time, on demand, or on such earlier date or dates as any of the said sum (TWELVE MILLION THREE HUNDRED AND EIGHTY-SEVEN THOUSAND ($12,387,000.00) DOLLARS) may become payable as hereinafter provided, together with interest thereon as well after as before maturity at the rate aforesaid computed from the date hereof (collectively referred to herein as the "**Indebtedness**") payable monthly on the last day of each and every month in like money at the same place:

(a) For the purpose hereof, Prime Interest Rate is the floating annual rate of interest announced from time to time by the Bank as the base rate it will use for determining interest rates on Canadian dollar loans in Canada and designated as Prime Interest Rate; and

(b) In the event that it may be necessary at any time for the Bank to prove the Prime Interest Rate applicable as at any time or times, it is agreed that a Certificate in writing of the Manager for the time being of the Branch of the Bank responsible for the collection of the moneys payable under this Debenture, setting forth the Bank's Prime Interest Rate as at any time or times shall be, and shall be deemed to be, prima facie evidence as to the Bank's Prime Interest Rate as in the said Certificate set forth, notwithstanding that the Manager determined or calculated the Bank's Prime Interest Rate from the books or records of the Bank prepared by an employee or employees of the Bank other than the said Manager.

2. As security for the payment of the Indebtedness and of all other moneys from time to time owing hereunder the Company hereby grants, mortgages, charges, assigns and transfers by way of a fixed and specific mortgage and charge to and in favour of the Bank:

(a) all of the Company's right, title and interest or the undivided interest (as the case may be) in the lands and premises relating to a portion of the "Puccini" project being a 39 lot subdivision in Richmond Hill as described in Schedule "A" hereto and municipally known as 60 and 62 Puccini Drive, Richmond Hill (the "**Lands**") which Lands are owned by the Company;

(b) all of the right, title and interest of the Company in and to all buildings, erections, fixtures, fixed plant, fixed machinery and equipment now upon the said Lands or any part or parts thereof or which may at any time hereafter be constructed or brought or placed thereon or used in connection therewith (the "**Buildings**");

(c) all rights-of-way, easements, franchises and privileges, appurtenant or appertaining to the Lands and Buildings;

(d) all the chattels, machinery, equipment, plant, vehicles, goods and personal property of every nature and kind now or hereafter owned or acquired by the Company and located in, on or under the Lands and Buildings or used in connection therewith;

(e) any and all existing or future agreements of purchase and sale, options to purchase and mortgage loans or other financing commitments affecting any of the Lands and Buildings and all of the proceeds thereof; and

(f) all of the undertaking, property and assets, both present and future of every nature and kind whatsoever owned or used by the Company respecting the Lands and Buildings or any part or parts thereof, including, without limitation, all inventory and equipment, book accounts, book debts, all contractual rights and insurance claims, all plans and specifications, building permits and applications, rentals, bank deposits and accounts, all monies (other than trust monies lawfully belonging to others) and all cash and non-cash proceeds therefrom,

all of which are collectively referred to as the "**Mortgaged Property**" or the "**Property**".

To have and to hold the Property hereby charged and all rights hereby conferred unto the Bank, its successors and assigns forever, nevertheless, for the uses and purposes and with the powers and authorities and subject to the terms and conditions herein set forth.

3. It is hereby declared that the last day of any term reserved by any lease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Company and whether falling within the general or particular description of the Mortgaged Property hereunder, is hereby and shall be excepted out of the mortgage and charge hereby or by any other instrument created, but the Company shall stand possessed of the reversion of one day remaining in it or them in respect of any such term, for the time being demised, as aforesaid, upon trust for the Bank to assign and dispose of the same as the Bank shall, for such purpose, direct.

Upon any sale or sales of such leasehold interest or any part thereof, the Bank, for the purpose of vesting the aforesaid one day residue of such term or renewal thereof in any purchaser or purchasers thereof, shall be entitled by deed or writing to appoint such purchaser or purchasers or any other person or persons a new trustee or trustees of the aforesaid residue of any such term or renewal thereof in the place of the Company and to vest the same accordingly in the new trustee or trustees so appointed free and discharged from any obligation respecting the same.

4. The mortgages, charges and assignments hereby created shall have effect whether or not the moneys hereby secured or any part thereof shall be advanced before or after or at the time of the issue of this Debenture or before or after the date of this Debenture.

5. Without in any way derogating from the rights of the Bank hereunder including, without limitation, the right of the Bank to make demand hereunder at any time, the Indebtedness and other moneys hereby secured shall at the discretion of the Bank become immediately payable and the security hereby constituted shall become enforceable upon any of the following events ("**Event of Default**"):

(a) If the Company fails to pay when due any of the principal, interest or other amounts due hereunder;

(b) If the Company makes default in the observance or performance of anything hereby required to be done or some covenant or condition hereby required to be performed or observed;

(c) If the Company fails to observe or perform any term or provision of any agreement with the Bank relating to the Property, including a certain Offer of Financing dated August 25, 2008, as amended by Agreement dated September 24, 2008 (the "**Commitment Letter**") issued by the Bank and accepted by the Company.

(d) If any representation or warranty of the Company contained herein, the Commitment Letter or in any other agreement, commitment, instrument or document relating to the Property is or becomes inaccurate or false or misleading;

(e) If an order is made or a resolution passed, or if a petition is filed for the winding up of the Company;

(f) If the Company becomes insolvent or makes an authorized assignment or bulk sale of the property and assets hereby charged or if a bankruptcy petition is filed or presented against the Company;

(g) If any proceedings with respect to the Company are commenced under the *Companies' Creditors Arrangement Act*;

(h) If any execution, sequestration, extent or any other process of any court becomes enforceable against the Company and remains enforceable for ten (10) days after notice thereof has been given to the Company, as the case may be, by the Bank or if a distress or analogous process is levied upon the property of the Company or any part thereof;

(i) If the Company shall permit any sum which has been admitted as due by the Company or is not disputed to be due by it and which forms or is capable of being made a charge upon any of the Mortgaged Property to remain unpaid for thirty (30) days after proceedings have been taken to enforce the same;

(j) If the Company ceases or threatens to cease to carry on its business or if the Company commits or threatens to commit any act of bankruptcy;

(k) If the Company fails to observe or perform any term or provision contained in the Standard Charge Terms filed by the Bank as No. 882 incorporated by reference herein subject to the amendments set out in Schedule "B" hereto;

(l) If there is an occurrence of an Event of Default under any of the Debentures of even date issued to the Bank by each of the Beneficial Owners; or

(m) If in the opinion of the Bank acting reasonably any material adverse change has occurred in the financial condition, ownership or operation of the Company.

6. If the security hereby constituted shall become enforceable, the Bank may by instrument in writing appoint any person or persons, whether an officer or officers or employee or employees of the Bank or not, to be a receiver or receivers of the Mortgaged Property or any part or parts thereof and may remove any receiver or receivers so appointed and appoint another or others in his or their stead. Any such receiver or receivers shall have power to take possession of the Mortgaged Property or any part or parts thereof and to carry on or concur in carrying on the business of the Company as same relates solely to the Mortgaged Property charged and to sell or concur in selling any part of the Mortgaged Property and to convey, transfer and assign to a purchaser or purchasers the title to any of the Mortgaged Property so sold. The net profits of carrying on the said business and the net proceeds of sale shall be applied by the receiver subject to the claims of all secured and unsecured creditors (if any) ranking in priority to this Debenture:

(a) First, in payment of all costs, charges and expenses of and incidental to the appointment of the receiver and the exercise by him of all or any of the powers aforesaid, including the reasonable remuneration of the receiver and all outgoings properly paid by him;

(b) Secondly, in or towards payment to the Bank of all moneys due hereunder; and

(c) Thirdly, any surplus shall be paid to the Company.

The rights and powers conferred by this paragraph are in supplement of and not in substitution for any rights the Bank may from time to time have as the Holder of this Debenture. The term "receiver" as used in this Debenture includes a receiver and manager. That every such receiver shall, so far as concerns responsibility for his acts or omissions, be deemed the agent or attorney of the Company and in no event the agent of the Bank. The appointment of the receiver shall not have the effect of constituting the Bank a mortgagee in possession in respect of the Property or any part thereof.

7. If the security hereby constituted shall have become enforceable and the Bank shall have determined to enforc the same as herein provided, the Bank may in its discretion:

(a) by its officers, agents or attorneys take possession of all or any part or parts of the Mortgaged Property with power to exclude the Company, its agents and servants therefrom; ca ry on, manage, and conduct the business operations of the Company relating to th Mortgaged Property; preserve and maintain the Mortgaged Property and make such replacements thereof and additions thereto as it shall deem judicious; receive the rents, incomes and profits thereof of any kind whatsoever and pay therefrom any expenses it may have of maintaining, preserving, protecting and operating the Mortgaged Property and ll charges which rank or may rank *pari passu* with or prior to the lien of this Debentu e, or payment of which may be necessary to preserve or protect the Mortgaged Pl perty, or any part thereof, and to establish reasonable reserves in respect thereof and fo the payment of the principal of and premium, if any, and interest on the monies then ue or thereafter becoming due, and pay out the remainder of the moneys so received and ot in the opinion of the Bank required for the purposes provided for in this Section in ac ordance with the provisions of Section 6; renew from time to time any leases; and e oy and exercise all powers necessary to the performance of all functions provided for n this Section, including, but not in limitation thereof, the power to purchase on c edit, borrow money in the Company's name, and advance its own moneys at such rates f interest as it may deem reasonable (the debts representing all of which purchases, borrowings, and advances, together with interest thereon, while unpaid, to be entitled to the security hereof in priority to the Debenture); provided that the Bank shall, upon all defau ts being made good, or waived as herein provided, restore the Mortgaged Property to the applicable Company subject to the mortgages and charges created by this Debenture as if no default had occurred; and/or

(b) with or without taking possession, and in accordance with the provisions of Section 8 hereof, sell al or part of the Mortgaged Property, either as a whole or in separate parcels, at public aucti n, by public tender or by private sale, at such times and places, subject to adjournment f om time to time by the Bank, and on such terms and conditions as to upset or reserve bid or price and as to payment as the Bank shall appoint; and/or

(c) realize all or a y part or parts of the security hereby constituted by any other means of any nature or kind whatsoever that a Court of competent jurisdiction shall approve as being just and exped ent in the circumstances, having regard to the character of the Mortgaged Property and the nature of the operations of the Mortgaged Property, including any other action, suit, re nedy or proceedings authorized or permitted by this Debenture or by law or by equity, and not necessarily limited to those means of realization which the Court is given jurisdiction to approve by statute; and/or

(d) take any action or proceedings to enforce payment of the monies due hereunder or performance o any other covenant contained herein, or to enforce the security hereby constituted an to bring to sale the Mortgaged Property or any part or parts thereof under a judgment or ecree of a Court or Courts of competent jurisdiction or by the enforcement of any other legal remedy which the Bank, on the advice of Counsel shall deem most effective to pro ect and enforce any of its rights.

8. If the security hereby constituted shall become enforceable, the Bank may enter on, take possession of, lease and enforce any right or remedy it has with respect to the Mortgaged Prope rty or any part or parts thereof, and on default of payment for at least fifteen (15) days, may, on a least thirty-five (35) days' notice enter on and lease the Mortgaged Property or any part or parts thereof or on default of payment for at least fifteen (15) days, may, on at least thirty-five (35) d ays' notice sell all or any part of the Mortgaged Property; such notice shall be given to such persons and in such manner and form and within such time as under Part III of *The Mortgages Act*, R.S.O. 1990, M.40, as amended; and the Bank may lease or sell as aforesaid without entering into possession of the said Mortgaged Property. In the event that the giving of such notice shall not be required by law or to the extent that such requirements shall not be applicable it is agreed that notice may be effectually given by mailing it in a registered letter addressed to the Company at its last known address. It is further agreed that the title of a purchaser or lessee upon a sale or lease made in professed exercise of the above power and conducted according to law shall not be liable to be impeached on the ground that no cause has arisen to authorize the

exercise of such power, or that such power had been improperly or irregularly exercised, but any person damaged by an unauthorized, improper or irregular exercise of the power shall have his remedy against the person exercising the power in damages only; and that the Bank may either before or after entry sell the whole or any part or parts of the said Mortgaged Property by public auction or by private tender or private contract, or partly one and partly the other, on such terms as to credit and otherwise as to the Bank shall appear most advantageous and for such prices as can reasonably be obtained therefor and at such time and place as the Bank may determine and with or without advertisement, and with or without reserve bid as the Bank may deem proper; and the Bank may buy in or rescind or vary any contract for sale of any of the said Mortgaged Property and re-sell, with or without the powers conferred hereunder, and adjourn such sale from time to time without being answerable for loss occasioned thereby; and in the case of a sale on credit the Bank shall only be bound to pay to the Company such moneys as have been actually received from purchasers after the satisfaction of the Bank's claim; and for any such purposes the Bank may execute all agreements, deeds, transfers and assurances the Bank deems fit, and the Bank being hereby constituted the attorney of the Company for the purpose of making any such sale shall be a perpetual bar both in law and in equity against the Company and all other persons claiming the said property or any part thereof, by, from, through or under the Company; and that the purchaser at any sale hereunder and the lessee under any lease hereunder, except to the extent required by law, shall not be bound to see to the propriety or regularity thereof or be affected by express notice that any sale or lease is improper; and no want of notice or publication where required hereby shall invalidate any sale or lease hereunder; and the above powers may be exercised by the successors and assigns of the Bank and against the successors and assigns of the Company and are in addition to and not in limitation of any other rights or powers of the Bank herein or by law conferred.

9. The Company agrees to pay to the Bank forthwith upon demand all reasonable expenses incurred by the Bank in taking this Debenture or in recovering or enforcing payment of moneys owing hereunder or realizing upon this Debenture or any other security for such moneys including reasonable expenses of taking possession, protecting and realizing upon any property comprised in any such security, together with interest at the rate provided herein for this Debenture from the date of such expenditures.

10. This Debenture may be assigned, pledged, hypothecated or deposited by the Company as security for advances or loans to or for indebtedness or other obligations or liabilities of the Company, and in such event this Debenture shall not be deemed to have been redeemed by reason of the account of the Company having ceased to be in debit whilst it remained so assigned, pledged, hypothecated or deposited and no payment to the Bank shall constitute payment on account of any of the principal, interest or other moneys from time to time owing hereunder unless specifically so appropriated by the Bank by notation of such payment on this Debenture.

11. The Indebtedness and other moneys hereby secured will be paid and shall be assignable free from any right of set-off or counter-claim or equities between the Company and the Bank.

12. This security is in addition to and not in substitution for any other security now or hereafter held by the Bank.

13. If the Company, its successors or assigns, shall pay or cause to be paid to the Bank the moneys secured by this Debenture and shall otherwise observe and perform the terms hereof, the Bank shall at the request and at the expense of the Company, its successors and assigns, cancel and discharge the charge of this Debenture and execute and deliver to the Company, their successors and assigns, such deeds and other instruments as shall be requisite to satisfy the charge thereby constituted and release the Company from the terms and conditions hereof; provided, however, that until such cancellation and discharge, this Debenture shall be and remain in full force and effect.

14. This Debenture and all its provisions shall enure to the benefit of the Bank, its successors and assigns, and shall be binding upon the Company and its successors and assigns.

15. The Company hereby acknowledges having received a true copy of this Debenture.

16. This Debenture is being issued by the Company to the Bank pursuant to the terms of the Commitment Letter. The warranties, representation, agreements and covenants contained in the Commitment Letter shall not merge but shall survive and continue in force despite the advancement of funds under this Debenture. In the event of any ambiguity, conflict or inconsistency between the provisions of this Debenture and the Commitment Letter, the Commitment Letter shall prevail.

IN WITNESS WHEREOF the Company has executed this Debenture as at the date set out above.

2148993 ONTARIO INC.

Per: ______________________

Imran Jumah
President
I have authority to bind the Corporation

SCHEDULE "A"

LEGAL DESCRIPTION OF LANDS

Lot 6, Plan M807, s/t LB43081, Richmond Hill, being PIN 03206-0306 (LT) and Lot 6, Plan M807, s/t LB43081, Richmond Hill, being PIN 03206-0305 (LT)

SCHEDULE "B"
STANDARD CHARGE TERM AMENDMENTS

Land Registration Reform Act 1984
for use with Standard Charge Terms No. 882

The provisions of the set of Standard Charge Terms filed as No. 882 shall be amended as follows:

1. Subparagraph (o) shall be deleted from paragraph 2 and the following shall be substituted for the said subparagraph (o):

   (o) "Sum" means the amount inserted on Page 1 of the charge and is the principal amount of the indebtedness of the Chargor to the Chargee for debts contracted to the Chargee and/or all or any part of the liability of the Chargor to the Chargee pursuant to or with respect to any guarantee, guarantees, note, notes, agreement or agreements referred to in the charge.

2. Subparagraph (aa) of paragraph 5 shall be amended by the insertion of the word "No" as the first word of the said subparagraph (aa).

3. Subparagraph (bb) of paragraph 5 shall be amended by the insertion of the word "The" as the first word of the said subparagraph (bb).

4. Paragraph 7 shall be amended by replacing the word "change" with the word "charge" in the first line of the said paragraph 7.

5. Paragraph 13 shall be amended by deleting the following from line 5: "(other than as set out in paragraph 11 hereof)".

LRO # 65 Notice

Receipted as YR1493832 on 2010 06 10 at 16:07

yyyy mm dd Page 1 of 8

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

Properties

PIN	03206 - 0308 LT
Description	PCL 60-1 SEC M807; LT 60 PL M807 ; SUBJECT TO AN EASEMENT IN GROSS OVER PT 4 65R31830 AS IN YR1403804 TOWN OF RICHMOND HILL
Address	RICHMOND HILL
PIN	03206 - 3198 LT
Description	LOT 7 PLAN M807 EXCEPT 65M4156, SUBJECT TO AN EASEMENT AS IN LB43081 SUBJECT TO AN EASEMENT IN GROSS OVER PTS 1 & 2 65R31830 AS IN YR1403804 TOWN OF RICHMOND HILL
Address	RICHMOND HILL
PIN	03206 - 3199 LT
Description	LOT 7 M807 EXCEPT PLAN 65M4156 SUBJECT TO AN EASEMENT IN GROSS OVER PT 3 65R31830 AS IN YR1403804 TOWN OF RICHMOND HILL
Address	RICHMOND HILL
PIN	03206 - 3211 LT
Description	LOT 12, PLAN 65M4156; (FIRSTLY: PART LOT LYING WITHIN THE LIMITS OF LOT 6 M807 IS OWNED BY 2148993 ONTARIO INC. SECONDLY: PART LOT LYING WITHIN THE LIMITS OF LOT 7 M807 IS OWNED BY 2148990 ONTARIO INC.) TOWN OF RICHMOND HILL
Address	RICHMOND HILL
PIN	03206 - 3212 LT
Description	LOT 13, PLAN 65M4156; (FIRSTLY: PART LOT LYING WITHIN THE LIMITS OF LOT 6 M807 IS OWNED BY 2148993 ONTARIO INC. SECONDLY: PART LOT LYING WITHIN THE LIMITS OF LOT 7 M807 IS OWNED BY 2148990 ONTARIO INC.) TOWN OF RICHMOND HILL
Address	RICHMOND HILL
PIN	03206 - 3213 LT
Description	LOT 14 , PLAN 65M4156; (FIRSTLY: PART LOT LYING WITHIN THE LIMITS OF LOT 6 M807 IS OWNED BY 2148993 ONTARIO INC. SECONDLY: PART LOT LYING WITHIN THE LIMITS OF LOT 7 M807 IS OWNED BY 2148990 ONTARIO INC.) TOWN OF RICHMOND HILL
Address	RICHMOND HILL
PIN	03206 - 3214 LT
Description	LOT 15, PLAN 65M4156; (FIRSTLY: PART LOT LYING WITHIN THE LIMITS OF LOT 6 M807 IS OWNED BY 2148993 ONTARIO INC. SECONDLY: PART LOT LYING WITHIN THE LIMITS OF LOT 7 M807 IS OWNED BY 2148990 ONTARIO INC.) TOWN OF RICHMOND HILL
Address	RICHMOND HILL
PIN	03206 - 3215 LT
Description	LOT 16, PLAN 65M4156; (FIRSTLY: PART LOT LYING WITHIN THE LIMITS OF LOT 6 M807 IS OWNED BY 2148993 ONTARIO INC. SECONDLY: PART LOT LYING WITHIN THE LIMITS OF LOT 7 M807 IS OWNED BY 2148990 ONTARIO INC.) TOWN OF RICHMOND HILL
Address	RICHMOND HILL
PIN	03206 - 3216 LT
Description	LOT 17 , PLAN 65M4156 SUBJECT TO AN EASEMENT AS IN LB43081 TOWN OF RICHMOND HILL
Address	RICHMOND HILL
PIN	03206 - 3217 LT
Description	LOT 18 , PLAN 65M4156; (FIRSTLY: PART LOT LYING WITHIN THE LIMITS OF LOT 6 M807 IS OWNED BY 2148993 ONTARIO INC. SECONDLY: PART LOT LYING WITHIN THE LIMITS OF LOT 7 M807 IS OWNED BY 2148990 ONTARIO INC.) SUBJECT TO AN EASEMENT AS IN LB43081 SUBJECT TO AN EASEMENT IN GROSS OVER PTS 3,4,5 & 6, 65R32090 AS IN YR1434730 TOWN OF RICHMOND HILL
Address	RICHMOND HILL

Properties

PIN	03206 - 3218 LT
Description	LOT 19, PLAN 65M4156; (FIRSTLY: PART LOT LYING WITHIN THE LIMITS OF LOT 6 M807 IS OWNED BY 2148993 ONTARIO INC. SECONDLY: PART LOT LYING WITHIN THE LIMITS OF LOT 7 M807 IS OWNED BY 2148990 ONTARIO INC.) SUBJECT TO AN EASEMENT AS IN LB43081 SUBJECT TO AN EASEMENT IN GROSS OVER PTS 1,2 & 7, 65R32090 AS IN YR1434730 TOWN OF RICHMOND HILL
Address	RICHMOND HILL

Consideration

Consideration $ 2.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name	2148990 ONTARIO INC.
Address for Service	103 Naughton Drive Richmond Hill, Ontario L4C 8B3

I, IMRAN JINNAH, President, have the authority to bind the corporation.

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

Party To(s) *Capacity* *Share*

Name	BANK OF MONTREAL
Address for Service	First Canadian Place 11th Floor 100 King Street West Toronto, Ontario M5X 1A1

I, CHRIS MIHAILOVICH, Account Manager and I, NEIL ECCLESTON, Funding Analyst, have the authority to bind the corporation

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

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice may be deleted by the Land Registrar when the registered instrument, YR1273792 registered on 2009/01/05 to which this notice relates is deleted

Schedule: See Schedules

The registration of this document is not prohibited by registration YR1349407 registered on 2009/07/28 .

Signed By

Luigi Natale	Suite 1200, 95 Wellington St. West, TD Centre Toronto M5J 2Z9	acting for Applicant(s)	Signed	2010 06 10

Tel 4168649700

Fax 4169418852

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

LRO # 65 **Notice** **Receipted as YR1493832** on 2010 06 10 yyyy mm dd at 16:07

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

Submitted By

FOGLER, RUBINOFF LLP

Suite 1200, 95 Wellington St. West,
TD Centre
Toronto
M5J 2Z9

2010 06 10

Tel 4168649700

Fax 4169418852

Fees/Taxes/Payment

Statutory Registration Fee	$60.00
Total Paid	$60.00

AGREEMENT AMENDING CHARGE/MORTGAGE OF LAND

THIS AGREEMENT made as of the 3rd day of May, 2010.

BETWEEN:

2148990 ONTARIO INC. and 2148993 ONTARIO INC.
(hereinafter collectively the "**Chargor**")

OF THE FIRST PART

- and –

BANK OF MONTREAL
(hereinafter the "Chargee")

OF THE SECOND PART

- and –

IMRAN JINNAH and SILVER STREAMS HOMES INC.
(hereinafter collectively the "**Original Guarantors**")

OF THE THIRD PART

- and –

2148991 ONTARIO INC. and 2147650 ONTARIO INC.
(hereinafter collectively the "**Additional Guarantors**")

OF THE FIFTH PART.

WHEREAS:

1. By a Charge/Mortgage of Land (the "Charge") registered in the Land Registry Office for the Land Titles Division of York Region (No. 65) on January 5, 2009, as Instrument Nos. YR1273792 and YR1273794, the Chargor mortgaged those lands and premises set out in PIN Nos. 03206-0308 LT, 03206-3198 LT, 03206-3199 LT, 03206-3211 to and including 03206-3218 LT, 03206-3197 LT, 03206-3200 to and including 03206-3215 LT, 03206-3217 to and including 03206-3219 LT, Town of Richmond Hill (collectively the "**Property**") to and in favour of the Chargee to secure payment of the principal sum of Twelve Million Three Hundred and Eighty-Seven Thousand ($12,387,000.00) Dollars with interest as therein set out upon the terms therein mentioned.

2. The Original Guarantors provided to the Chargee a joint and several Guarantee for Indebtedness of an Incorporated Company dated as of December 18, 2008, guaranteeing the obligations and liabilities of the Chagor to the Chargee under the Charge to a limit of Twelve Million Three Hundred and Eighty-Seven Thousand ($12,387,000.00) Dollars.

3. The said Charge was amended by Notice of Agreement Amending Charge registered in the Land Registry Office for the Land Titles Division of York Region (No. 65) on the 12th day of May, 2009 as Instrument Nos. YR1315616 and YR1315617.

4. The Original Guarantors and the Additional Guarantors provided to the Chargee a joint and several replacement Guarantee for Indebtedness of an Incorporated Company dated as of April 3, 2009, guaranteeing the obligations and liabilities of the Chargor to the Chargee under the Charge to a limit of Thirteen Million Four Hundred and Eighty-Seven Thousand ($13,487,000.00) Dollars.

5. The Chargee has agreed with the Chargor, the Original Guarantors and the Additional Guarantors to further amend the Charge on the terms and conditions set out herein in accordance with the provisions of an Amendment to Offer of Finance Letter dated November 5, 2009 (the "**Amendment Letter**").

6. The Chargor, Original Guarantors, Additional Guarantors and the Chargee have entered into this Agreement for the purposes of amending the terms of the Charge as herein provided.

7. Any terms not defined in this Agreement shall be deemed to have the meanings ascribed thereto in the Charge.

NOW THEREFORE WITNESSSES that in consideration of the Chargee advancing additional funds to the Chargor under the Charge, and other good and valuable consideration, the receipt and sufficiency is hereby acknowledged by the parties hereto, the Chargee, Chargor, Original Guarantors and Additional Guarantors hereby agree that the Charge shall be amended, as follows:

1) The Charge is hereby amended from and including the 5th day of November, 2009, as follows:

(a) Loan Increase

(i) The Principal Amount of Twelve Million Three Hundred and Eighty-Seven Thousand ($12,387,000.00) Dollars as set out in the Charge shall be deleted and Eighteen Million ($18,000,000.00) Dollars shall be substituted in its place.

(ii) The Principal Amount of Twelve Million Three Hundred and Eighty-Seven Thousand ($12,387,000.00) Dollars set out in the Demand Debenture, dated December 18, 2008, attached as a Schedule to the Charge shall be deleted and Eighteen Million ($18,000,000.0) Dollars shall be substituted in its place;

(b) Guarantee

The Original Guarantors and Additional Guarantors covenant and agree that the joint and several Guarantee for Indebtedness of an Incorporated Company, dated as of December 18, 2008, as amended, guaranteeing the obligations and liabilities of the Chargor to the Chargee under the Charge shall hereby be null and void and replaced by a joint and several Guarantee for Indebtedness of an Incorporated Company, dated November 5, 2009, guaranteeing the obligations and liabilities of the Chargor to the Chargee under the Charge to a limit of Seventeen Million Six Hundred Thousand ($17,600,000.00) Dollars.

(c) The Original Guarantors and Additional Guarantors, in consideration of such advance or advances as the Chargee has made or may make under the Charge and in consideration of the sum of $1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby covenant and agree, as follows:

(i) to provide to the Chargee a joint and several replacement Guarantee for Indebtedness of an Incorporated Company, dated as of November 5, 2009, guaranteeing the obligations and liabilities of the Chargor to the Chargee under the Charge to a limit of Seventeen Million Six Hundred Thousand ($17,600,000.00) Dollars;

(ii) to keep, observe and perform the covenants, terms, provisos, stipulations and conditions of the Charge and other security documents which are to be kept, observed and performed by the Chargor;

(iii) that this absolute and unconditional limited guarantee shall continue in full force and effect and shall in no way be impaired, restricted, released, waived, eliminated, terminated, modified or in any other way become unenforceable by reason of the Chargor's bankruptcy, insolvency, reorganization or any other proceeding by or against the Chargor for any other reason;

(iv) to remain fully liable under the foregoing covenants so long as any moneys remain due or unpaid under the Charge;

(v) acknowledge having received a copy of the Standard Charge Terms No. 882 referred to in the Charge; and

(vi) that all of the covenants and agreements contained herein shall be binding upon its successors and assigns and shall accrue to the benefit of the Chargee, its successors and assigns;

2) Non-Merger

The terms and conditions of the Offer of Financing Letter issued by the Chargee, dated August 25, 2008, as amended by the Amendment Letter, and as may be further amended from time to time, (collectively the "**Term Sheet**") shall survive the execution and registration of this Agreement Amending Charge. There shall be no merger of these provisions or conditions with those contained in the Charge or other security provided and that in case of a conflict between the Term Sheet, the provisions hereof and of any of the security documents, the Term Sheet shall prevail.

3) The parties hereto covenant and agree that, except as amended by this Agreement, all of the covenants, agreements, terms, conditions and provisions of the Charge shall remain unamended and in full force and effect.

4) Provided that nothing herein contained shall create any merger or alter the rights of the Chargee as against any subsequent encumbrancer or other person interested in the said lands, nor affect the liability of any person not a party hereto who may be liable to pay the principal balance of the Charge and interest thereon or the rights of any such person all of which rights are hereby reserved.

5) In construing this document, the words "Chargor", "Guarantors" and "Chargee" and all personal pronouns shall be read as the number and gender of the party or parties referred to herein requires and all necessary grammatical changes as the context requires, shall be deemed to be made.

6) The provisions of this document shall enure to and be binding upon the Chargor, the Original Guarantors, the Additional Guarantors and the Chargee and their respective successors and assigns.

2148990 ONTARIO INC.

Per: ______________________
Imran Jinnah
President
I have authority to bind the Corporation

2148993 ONTARIO INC.

Per: ______________________
Imran Jinnah
President
I have authority to bind the Corporation

2148991 ONTARIO INC.

Per: ______________________
Imran Jinnah
President
I have authority to bind the Corporation

2147650 ONTARIO INC.

Per: ______________________
Imran Jinnah
President
I have authority to bind the Corporation

SILVER STREAMS HOMES INC.

Per: ______________________
Imran Jinnah
President
I have authority to bind the Corporation

______________________ ______________________
Witness IMRAN JINNAH

BANK OF MONTREAL

Per: ______________________
Name: Chris Mihailovich
Title: Account Manager

Per: ______________________
Name: Neil Eccleston
Title: Funding Analyst
We have authority to bind the Corporation

THIS IS EXHIBIT "E" TO

THE AFFIDAVIT OF IMRAN JINNAH

SWORN BEFORE ME THIS 11TH

DAY OF DECEMBER, 2013.

A Commissioner etc.

BANK OF MONTREAL

Ontario Personal Property
Security Act Security Agreement

SECURITY AGREEMENT

The undersigned (hereinafter called the "Debtor") hereby enters into this Security Agreement with Bank of Montreal (hereinafter called the "Bank") for valuable consideration and as security for the repayment of all present and future indebtedness of the Debtor to the Bank and interest thereon relating to the Offer of Financing dated August 25, 2008, as amended, (the "Commitment Letter") and for the payment and discharge of all other present and future liabilities and obligations, direct or indirect, absolute or contingent, of the Debtor to the Bank relating to the Commitment Letter (all such indebtedness, interest, liabilities and obligations being hereinafter collectively called the "Obligations"). This Security Agreement is entered into pursuant to and is governed by the Personal Property Security Act (Ontario) insofar as it affects personal property located in Ontario.

List all premises and asset locations by schedule if necessary

Attach a schedule if equipment is to be listed

1. The Debtor hereby represents and warrants to the Bank that it has or will have assets at the following locations in Ontario:

Firstly:	Lot 60, Plan M807, Richmond Hill being PIN 03206-0308 (LT);
Secondly:	Lot 7, Plan M807, s/t LB43081, Richmond Hill being PIN 03206-0307 (LT);
Thirdly:	Lot 6, Plan M807, s/t LB43081, Richmond Hill being PIN 03206-0306 (LT);
Fourthly:	Lot 5, Plan M807, s/t LB43081, Richmond Hill being PIN 03206-0305 (LT); and

2 The Debtor hereby

(a) mortgages and charges to the Bank as and by way of a fixed and specific mortgage and charge, and grants to the Bank a security interest in, all its present and future equipment and any proceeds therefrom, including, without limiting the generality of the foregoing, all fixtures, plant, machinery tools and furniture now or hereafter owned or acquired or in respect of which the Debtor has rights now or in the future and any equipment *located on* Firstly: Lot 60, Plan M807, Richmond Hill, being PIN 03206-0308 (LT); Secondly: Lot7, Plan M807, s/t LB43081, Richmond Hill, being PIN 03206-0307 (LT); Thirdly: Lot 6, Plan M807, s/t LB43081 , Richmond Hill, being PIN 03206-0306 (LT); and Fourthly: Lot 6, Plan M807, s/t LB43081 Richmond Hill, being PIN 03206-0305 (LT).

(b) mortgages and charges to the Bank, and grants to the Bank a security interest in, all its present and future inventory and any proceeds therefrom, including, without limiting the generality of the foregoing, all raw materials, goods in process, finished goods and packaging material and goods acquired or held for sale or furnished or to be furnished under contracts of rental or service *relating to* Firstly: Lot 60, Plan M807, Richmond Hill, being PIN 03206-0308 (LT); Secondly: Lot 7, Plan M807, s/t LB43081, Richmond Hill, being PIN 03206-0307 (LT); Thirdly: Lot 6, Plan M807, s/t LB43081, Richmond Hill, being PIN 03206-0306 (LT), and Fourthly: Lot 6, Plan M807, s/t LB43081, Richmond Hill, being PIN 03206-0305 (LT).

(c) assigns, transfers and sets over to the Bank and grants to the Bank a security interest in, all its present and future intangibles and any proceeds therefrom, including, without limiting the generality of the foregoing, all its present and future accounts, accounts receivable, contract rights and other choses in action of every kind or nature now due or hereafter to become due, including insurance rights arising from or out of the assets referred to in sub-clauses (a) and (b) above;

(d) charges in favour of the Bank as and by way of a floating charge its undertaking and all its property and assets, real and personal, moveable or immoveable, of whatsoever nature and kind, both present and future (other than property and assets hereby validly assigned or subjected to a specific mortgage and charge and to the exceptions hereinafter contained). For the purposes of this Security Agreement, the equipment, inventory, intangibles, undertaking and all other property and assets of the Debtor referred to in this clause 2 are hereinafter sometimes collectively called the "Collateral". Without limiting the generality of the description of Collateral as set out in this clause 2, and for greater certainty, the Collateral shall include all present and future personal property of the Debtor of the type described in any schedule attached hereto. The Debtor agrees that it shall promptly advise the Bank in writing of any acquisition of personal property which is not of the type herein described. The Debtor agrees to execute and deliver from time to time, at its own expense, amendments to this Security Agreement or additional security agreements, which may be reasonably required by the Bank to ensure attachment of security interests in such personal property.

3. The Collateral is on the date hereof primarily situate or located at the location(s) set out in clause 1 hereof but may from time to time be located at other premises of the Debtor. The Collateral may also be located at other places while in transit to and from such locations and premises; and the Collateral may from time to time be situate or located at any other place when on lease or consignment to any lessee or consignee from the Debtor.

4. It is hereby declared that the last day of any term of years reserved by any lease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Debtor, is hereby or shall be excepted out of the mortgages, charges and security interests hereby created, but the Debtor shall stand possessed of the reversion of one day remaining in the Debtor in respect of any such term of years, for the time being demised, as aforesaid upon trust to assign and dispose of the same as any purchaser of such term of years shall direct. There shall also be excluded from the security created by this Security Agreement any property of the Debtor that constitutes consumer goods for the personal use of the Debtor.

5. The Debtor shall not without the prior written consent of the Bank sell or dispose of any of the Collateral other than that described in sub-clause (b) of clause 2 above which may be sold only in the ordinary course of business and for the purpose of carrying on the same; and if the amounts of any of the intangibles referred to in sub-clause (c) of clause 2 above or any proceeds arising from the Collateral described in sub-clauses (a) and (b) of clause 2 above shall be paid to the Debtor, the Debtor shall receive the same as agent of the Bank and forthwith pay over the same to the Bank. The Debtor shall not without the prior written consent of the Bank create any liens upon or assign or transfer as security or pledge or hypothecate as security or create a security interest in the Collateral except to the Bank. The Debtor agrees that the Bank may require any account debtor of the Debtor to make payment to the Bank and the Bank may take control of any proceeds referred to in sub-clauses (a), (b) and (c) of clause 2 hereof and may hold all amounts received from any account debtors and any proceeds as cash collateral as part of the Collateral and as security for the Obligation of the Debtor to the Bank.

6. The Debtor shall at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all and singular every such further acts, deeds, transfers, assignments, security agreements and assurances as the Bank may reasonably require for the better granting, transferring, assigning, charging, setting over, assuring and confirming unto the Bank the property and assets hereby mortgaged and charged or subjected to security interests or intended so to be or which the Debtor may hereafter become bound to mortgage, charge, transfer, assign or subject to a security interest in favour of the Bank and for the better accomplishing and effectuating of this Security Agreement.

7 The Debtor shall at all times have and maintain insurance over the Collateral against risks of fire (including so-called extended coverage), theft, and such other risks as the Bank may reasonably require in writing, containing such terms, in such form, for such periods and written by such companies as may be reasonably satisfactory to the Bank. The Debtor shall duly and seasonably pay all premiums and other sums payable for maintaining such insurance and shall cause the insurance money thereunder to be payable to the Bank as its interest hereunder may appear and shall, if required, furnish the Bank with certificates or other evidence satisfactory to the Bank of compliance with the foregoing insurance provisions.

8. The Debtor shall at all times upon request by the Bank furnish the Bank with such information concerning the Collateral and the Debtor's affairs and business as the Bank may reasonably request, including lists of inventory and equipment and lists of accounts receivable showing the amounts owing upon each account and securities therefor and copies of all financial statements, books and accounts, invoices, letters, papers and other documents in any way evidencing or relating to the account.

9 The Debtor shall be in default under this Security Agreement upon the occurrence of any one of the following events:

(a) the Debtor shall default under any of the Obligations;

(b) the Debtor shall default in the due observance or performance of any covenant, undertaking or agreement heretofore or hereafter given to the Bank, whether contained herein or not and including any covenant or undertaking set out in any Schedule to this Security Agreement;

(c) an execution or any other process of any court shall become enforceable against the Debtor or a distress or analogous process shall be levied upon the property of the Debtor or any part thereof;

(d) the Debtor shall become insolvent or commit an act of bankruptcy, or make an assignment in bankruptcy or a bulk sale of its assets or a bankruptcy petition shall be filed or presented against the Debtor and not be bona fide opposed by the Debtor;

(e) the Debtor shall cease to carry on business.

10. Upon any default under this Security Agreement, the Bank may declare any or all of the Obligations to be immediately due and payable and may proceed to realize the security hereby constituted and to enforce its rights by entry; or by the appointment by instrument in writing of a receiver or receivers of the subject matter of such security or any part thereof and such receiver or receivers may be any person or persons, whether an officer or officers or employee or employees of the Bank or not, and the Bank may remove any receiver or receivers so appointed and appoint another or others in his or their stead; or by proceedings in any court of competent jurisdiction for the appointment of a receiver or receivers or for sale of the Collateral or any part thereof; or by any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity; and may file such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy, winding-up or other judicial proceedings relative to the Debtor. Any such receiver or receivers so appointed shall have power to take possession of the Collateral or any part thereof and to carry on the business of the Debtor, and to borrow money required for the maintenance, preservation or protection of the Collateral or any part thereof or the carrying on of the business of the Debtor, and to further charge the Collateral in priority to the security constituted by this Security Agreement as security for money so borrowed, and to sell, lease or otherwise dispose of the whole or any part of the Collateral on such terms and conditions and in such manner as he shall determine. In exercising any powers any such receiver or receivers shall act as agent or agents for the Debtor and the Bank shall not be responsible for his or their actions.

In addition, the Bank may enter upon the applicable premises and lease or sell the whole or any part or parts of the Collateral. The Debtor agrees that considering the nature of that part of the Collateral that is not perishable it will be commercially reasonable to sell such part of the Collateral:

(a) as a whole or in various lots;

(b) by a public sale or call for tenders by advertising such sale once in a local daily newspaper at least seven (7) days before such sale; and

(c) by private sale after the receipt by the Bank of at least two offers from prospective purchasers who may include persons related to or affiliated with the Debtor or other customers of the Bank.

Any such sale shall be on such terms and conditions as to credit or otherwise and as to upset or reserve bid or price as to the Bank in its sole discretion may seem advantageous and such sale may take place whether or not the Bank has taken possession of such property and assets.

No remedy for the realization of the security hereof or for the enforcement of the rights of the Bank shall be exclusive of or dependent on any other such remedy, but any one or more of such remedies may from time to time be exercised independently or in combination. The term "receiver" as used in this Security Agreement includes a receiver and manager.

11. Any and all payments made in respect of the Obligations from time to time and moneys realized from any securities held therefor (including moneys realized on any enforcement of this Security Agreement) may be applied to such part or parts of the Obligations as the Bank may see fit, and the Bank shall at all times and from time to time have the right to change any appropriation as the Bank may see fit.

12. The Debtor agrees to pay all reasonable expenses, including solicitor's fees and disbursements and the remuneration of any receiver appointed hereunder, incurred by the Bank in the preparation, perfection and enforcement of this Security Agreement, including all expenses incurred by the Bank and its agents to put into place and confirm the priority of any security interest in this Security Agreement and the payment of such expenses shall be secured hereby.

13. The Bank may waive any default herein referred to; provided always that no act or omission by the Bank in the premises shall extend to or be taken in any manner whatsoever to affect any subsequent default or the rights resulting therefrom.

14. The Debtor acknowledges that value has been given, that the Debtor has rights in the Collateral and that the parties have not agreed to postpone the time for attachment of any security interest in this Security Agreement.

15. The security hereof is in addition to and not in substitution for any other security now or hereafter held by the Bank and shall be general and continuing security notwithstanding that the Obligations of the Debtor shall at any time or from time to time be fully satisfied or paid.

16. Nothing herein shall obligate the Bank to make any advance or loan or further advance or loan or to renew any note or extend any time for payment of any indebtedness or liability of the Debtor to the Bank.

17. This Security Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Debtor and the Bank.

18. This Security Agreement is a security agreement within the meaning of the Personal Property Security Act (Ontario) and does not constitute an acknowledgement of any particular indebtedness or liability of the Debtor to the Bank.

Insert date of execution

19. In construing this Security Agreement, terms herein shall have the same meaning as defined in the Personal Property Security Act (Ontario), unless the context otherwise requires. The word "Debtor", the personal pronoun "it" or "its" and any verb relating thereto and used therewith shall be read and construed as required by and in accordance with the context in which such words are used depending upon whether the Debtor is one or more individuals, corporations or partnerships and, if more than one, shall apply and be binding upon each of them severally. The term "successors" shall include, without limiting its meaning, any corporation resulting from the amalgamation of a corporation with another corporation and, where the Debtor is a partnership, any new partnership resulting from the admission of new partners or any other change in the Debtor, including, without limiting the generality of the foregoing, the death of any or all of the partners.

To be signed by Debtor. If Debtor is a corporation ensure signatures are authorized and if Debtor is corporation with a corporate seal affix Corporate Seal. Debtor's name should be typed

IN WITNESS WHEREOF this Security Agreement has been executed by the Debtor on the 18th day of December 2008

2148990 ONTARIO INC.
Per:

Name: Imran Jinnah
Title: President

I have authority to bind the Corporation

2148993 ONTARIO INC.
Per:

Name: Imran Jinnah
Title: President

I have authority to bind the Corporation

SILVER STREAMS HOMES INC.
Per

Name Imran Jinnah
Title President

I have authority to bind the Corporation

THIS IS EXHIBIT "F" TO

THE AFFIDAVIT OF IMRAN JINNAH

SWORN BEFORE ME THIS 11TH

DAY OF DECEMBER, 2013.

A Commissioner etc.

2300-145 King Street West
Toronto, ON M5H 1J8
Tel: 1.877.903.2133
Fax: 1.888.470.2092
www.hometrust.ca

HOME TRUST

August 30, 2012

Tom Reece
Carevest Capital Inc.
4 Kilkenny Pl
Richmond Hill ON L4C 5S2

Dear Tom Reece,

RE: Residential First Mortgage Number: 10065169

Based upon and subject to the accuracy of information furnished to us, we undertake to provide mortgage financing, subject to the following terms and conditions set out below, and on Schedules "A" & "B" & "C"(if applicable), which schedules forms part of this Commitment.

Type of Mortgage: **Residential First Mortgage**

Main Borrower Name: **2147650 Ontario Inc.**
Covenanter/Guarantor(s): **Imran Jinnah**
Property Address: **58 Puccini Dr, Richmond Hill, ON L4E 0R5**

LOAN AMOUNT $617,500.00

Term (Months)	Interest Rate	Repayment Principal and interest	IAD Date*	Commitment Fee	Amortization Period (Months)	Initial
12	5.99%	$3,669.18	Oct 1, 2012	$6,175.00	360	

**** By signing this commitment you are acknowledging that the interest adjustment date may change if the final funding date changes***

Payments due under this mortgage will be made by a pre-authorized debit system. **This mortgage will be paid monthly unless otherwise indicated by the Borrower and authorized by Home Trust Company on the Schedule A attached herein.**

Additional Costs:
Appraisal Fee: Cost to be paid by the Borrower(s)

Your acceptance of this Commitment will be your undertaking to pay these costs together with all legal costs and fees incurred, whether or not this Charge/Mortgage is advanced. Please reference registered Standard Charge Terms No. 200727(Ont), MT080096(BC), 081099755(AB North), 081099755(AB South), 3596340(MB), HTC1590(NB).

SOLICITOR Jack Greenberg will be appointed to act on our behalf in this transaction. All documentation including, but not limited to, delivery of evidence confirming valid title insurance with applicable schedules from a title insurer approved by Home Trust Company and fire insurance must be acceptable to us prior to the advance of funds. Prior to closing, the solicitor is instructed to notify Home Trust, and the relevant Underwriting Department of the title insurer, of any concerns the solicitor may have regarding the identity of the borrower, the validity of prior registered instruments (particularly transfers and discharges), and any other matters that may affect the title of the subject property and/or the enforceability or priority of Home Trust's mortgage. In these circumstances, the solicitor may not proceed to complete the transaction until such time as the solicitor has obtained both the title insurer's and Home Trust's written authorization to proceed.

IN ALL MATTERS, TIME SHALL BE OF THE ESSENCE.
This Commitment is open for your acceptance until the Commitment Acceptance Date after which time/date this Commitment will be null and void. This Commitment, if accepted is valid until the Final Funding Date after which time/date this Commitment will be null and void.

The Borrower(s) and Guarantor(s) hereby consent(s) to Home Trust Company obtaining credit and/or personal information on the Borrower(s) or Guarantor(s) from any source and each such source is hereby authorized to provide such information to Home Trust Company. Note: In British Columbia this consent allows information on a spouse to be included in any report.

Commitment Acceptance date: August 21, 2012

Final Funding Date: September 18, 2012

I/we the undersigned hereby declare that I/we are not acting on behalf of a third party and that the account referred to herein does not have any beneficial owners.

ACCEPTED THIS 21st day of September, 2012

2148990 ONTARIO INC.

Per ____________________

IMRAN JINNAH – PRESIDENT

____

Imran Jinnah – GUARANTOR

Per: ____________________
Jeff Wilson
Team Leader
Originations - Central
Tel: 1(416)601-3026
HOME TRUST COMPANY

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Schedule "A"

Mortgage No.: 10065169

Main Borrower Name: 2148990 Ontario Inc.
Covenanter/Guarantor(s): Imran Jinnah

PLEASE NOTE: Funds for this Loan will not be advanced by Home Trust Company until all of the following conditions are met and maintained until funding. Home Trust Company may terminate the Commitment or decline to advance all or any part of the Mortgage until these conditions are satisfied to Home Trust Company's satisfaction.

This Commitment is subject to:

A satisfactory inspection by Home Trust Company, separate and apart from the appraisal.

Satisfactory interview with the borrower(s)/mortgagor(s) to be conducted at a mutually convenient time.

The Loan includes all the terms of Home Trust Company's standard mortgage loan form, a copy of which is provided to each Borrower and Guarantor.

Original Appraisal of the property, satisfactory to Home Trust Company, by, Crosstown Appraisal Ltd. addressed to Home Trust Company, or accompanied by a letter of transmittal from the appraiser, for:
- 58 Puccini Dr, Richmond Hill, ON L4E 0R5 reflecting a minimum market value of $950,000.00
all values based on a 60 to 90 day maximum marketing time. Also required is days on market (D.O.M.) for all comparables.

Prior to funding, we require evidence by way of Statutory Declaration from the Mortgagor(s) that the premises being mortgaged are not and never have been insulated with urea formaldehyde foam insulation.

Verification of income for 2148990 Ontario Inc. by way of current dated salary letter(s).

Verification of income for Imran Jinnah by way of a letter from the borrower showing a minimum annual gross income of $535,000.00.

Executed Mortgage Loan Application for ALL Mortgagor(s) and Guarantor(s).

Registration of a Financing Statement under the Personal Property Security Act for a period of five years (to cover renewal within a five year period) with respect to the Assignment of Rents.

Solicitor to confirm details of secondary financing - same not to exceed $200,000.00 AND to provide us with a copy of the Charge/Mortgage.

Prior to funding, delivery of evidence that a valid title insurance policy with applicable schedules has been placed with a title insurer approved by Home Trust Company.

Solicitor to provide clear Execution Certificate with Final Report.

In addition to the regular monthly payments, we will collect one twelfth of the annual taxes monthly (approx. $466.67). This amount is subject to change, based on taxes levied during the term of this mortgage.

Solicitor is instructed to remit payment with respect to the total current year's final Tax Bill at the time of the advance, together with outstanding tax arrears, if any.

A tax holdback equivalent to 3 months tax portion totaling approx. $1,400.01 will be deducted from the mortgage advance and applied towards future tax bills.

The following Corporate documentation is required prior to advance of funds:
(i) Certificate of Status
(ii) Borrowing Resolutions (our form)
(iii) Notarial Copy of the Articles of Incorporation
(iv) Certified Copy of Borrowing By-law
(v) Incumbancy Certificate
(vi) Certificate of Non-Restriction

Prior to closing, it is a condition of this commitment that the borrower(s) provide a copy of the Statement of Mortgage/Disclosure Statement fully executed by all parties involved.

The Solicitor must investigate title and confirm bona fides of any title transfers during the past twelve months directly with the transferor. The lawyer is to confirm to Home Trust Company any mortgages registered against the subject property are not in arrears.

It is a condition of this commitment that the solicitor confirms that (i) they have reviewed and verified the identity of the mortgagor(s) and any spouse consenting to the mortgage by means of 2 pieces of identification (one MUST be Primary Identification) acceptable to the mortgagee (ii) the identification appears to be genuine (iii) the identification belongs to the mortgagor(s) and consenting spouse and (iv) copies of the identification showing a true likeness of the originals will be submitted to the mortgagee. Home Trust's accepted forms of identification will be communicated to the solicitor upon instruction.

Receipt of a signed Pre-Authorized Cheque form and voided blank cheque to permit Home Trust Company to collect Mortgage payments by direct debit to the Borrower(s) bank account.

A new credit bureau will be run 30 days prior to the advance of funds. The credit must remain the same as or be better than the credit bureau run at the date of approval of the transaction. Should the credit not remain the same, this commitment will be subject to review and terms and conditions may be changed accordingly.

Prepayment Privilege:
Fully Open

Prepayment charge:
The mortgage is not renewable on the same terms as described above and does not contain any privileges except as follows. When not in default, the mortgage may be prepaid at anytime without an interest bonus or, if renewed the agreement for the last renewal of the mortgage.

Schedule "B"
CONDITIONS

PAYMENT BY P.A.C.	The Borrower(s) agree(s), by acceptance of this Commitment, to provide the mortgage payments by "Pre-Authorized Cheque Plan". Please complete and return the attached PAC form and a blank sample cheque with your acceptance of this Commitment.
ACCRUED INTEREST	Accrued interest calculated from the date that this mortgage is advanced to the Interest Adjustment Date will be deducted from the gross funds advanced. The Interest Adjustment Date is set one month prior to the First Payment Date.
ASSIGNMENT OF COMMITMENT	Neither this Commitment nor the proceeds of the Charge/Mortgage loan are assignable by the Borrower(s) without our express written consent.
CREDIT RATING	Receipt of an updated credit rating acceptable to Home Trust Company. The credit rating must be the same or better than the rating obtained when this Commitment was given. In the event the credit rating is less favourable, the terms and conditions of this Commitment will be subject to revision and the Loan may not be advanced.
FIRE AND OTHER INSURANCE	Receipt of a copy of the fire and extended insurance policy for the Property, in form and substance acceptable to Home Trust Company, with an insurer approved by Home Trust Company for the full replacement value of the Property. Co-insurance is not acceptable. The insurance shall be assigned to Home Trust Company. **If the Property is heated by oil, Home Trust Company must receive confirmation from the insurer that they are aware the property is oil heated. For BC, with the exception of the Okanagan Region, Home Trust will require earthquake insurance on the subject property.**
LEGAL AND OTHER COSTS AND FEES	All legal, appraisal, title insurance and fire insurance premiums and other costs and fees incurred in connection with this Loan (including those identified on the first page of this Commitment) are payable by the Borrower(s) whether or not this Loan ultimately is completed and the funds advanced.
REGULATIONS	Confirmation, in form and substance satisfactory to Home Trust Company, that the Property complies with all municipal, provincial and federal statutes, regulations and requirements. This requirement is waived by delivery of the title insurance policy with applicable schedules covering such compliance matters.
PREPAYMENT RESTRICTIONS	It is intended and agreed that the Charge/Mortgage loan may not be prepaid prior to the maturity date unless provided herein as a privilege.
SURVEY REQUIREMENTS	Receipt of an acceptable certificate of location and survey plan showing the land area of the Property and the location of the buildings, other improvements, servitudes or rights-of-way thereon. This certificate of location and survey plan is to be prepared, dated and signed by a duly qualified land surveyor. This requirement is waived by delivery of the valid title insurance policy with applicable schedules covering such survey matters.
TAXES	All realty/provincial and municipal real property taxes/local improvement taxes shall be paid as set out in Schedule "A" hereto.
PURCHASER APPROVAL	Home Trust Company may require that the Loan be immediately prepaid with the applicable prepayment indemnity if the Borrower(s) sell(s), transfer(s) or otherwise dispose(s) of the Property or any interest therein to a purchaser not approved by Home Trust Company in writing.
STANDARD CHARGE TERMS	The Charge/Mortgage is deemed to contain all clauses included in registered Standard Charge Terms No. 200727 (Ont), MT080096 (BC), 081099755 (AB North), 081099755 (AB South), 3596340 (MB), HTC1590(NB). Each Borrower(s) and Guarantor(s) acknowledges receipt of a copy of the applicable Standard Charge Terms.
SCHEDULE OF FEES	A schedule of our current servicing and administration fees that will apply to the mortgage is provided in the Disclosure Statement and is available at www.hometrust.ca/fees.aspx

Home Trust Company reserves the right to charge reasonable fees for other administrative sevices and to amend its fees from time to time.

Total Fees and other charges	$	7,375.00
Amount to be Advanced to you*	$	610,125.00

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*Please note that interest accruing to the Interest Adjustment Date, property tax holdbacks and certain disbursements can reduce this amount.

2. Payments

Amount of all Regular Payments: $45,347.55 This is the total amount of all interest and principal payments to be made during the Term of the mortgage loan.
Balance Due at Maturity October 1, 2013: $609,798.15 This is the amount payable on the Balance Due Date, unless renewed. We may offer to renew the mortgage loan at maturity but are not obligated to do so.

Total of All Payments:	$45,347.55
Number of Payments:	012

3. Total Cost of Borrowing:

Amounts included in the total cost of borrowing:

Interest: $37,645.70 This is the total amount of interest you will have to pay over the Term of the mortgage loan.

Other charges: $7,375.00 These are the charges set out in section 1 above.

Total Cost of Borrowing: $45,020.70 This is the total borrowing cost you will have to pay over the Term of your mortgage loan. The total cost of borrowing as a percentage is set out on page 1 of this Disclosure Statement.

Note: The cost of Mortgage Insurance, optional credit insurance and legal costs and title insurance for a lawyer you retain are not set out here and are not included in the total cost of borrowing.

4. Additional Information Relating to Prepayment Charges

Below is an example to assist you in understanding the calculation of the Prepayment Charge. You can follow these steps to estimate the Prepayment Charge you would pay on the actual amount you owe, but you should always contact us to find out the exact amount for prepayment by calling at 1-877-903-2133.

A. For calculation of the three months interest amount:
(i) Write down the amount you want to pay off (i.e., $100,000)
(ii) Find out the RBC 1 Year Rate and write down the interest rate as a decimal (i.e. 6% becomes .06)
(iii) Multiply the amount you want to pay off (i.e. $100,000) by the interest rate to get the estimated annual interest cost (i.e. $6,000)
(iv) Mutiply the estimated annual interest cost by .25 (3/12ths) to get the three months interest (i.e. $100,000 x .06 x .25 = $1,500)

B. Now follow these steps for calculation of the amount that is the difference between the loan interest rate and our then current rate for a new loan for a term that is the same or the next shortest to the remaining Term of your loan
(i) Write down the amount of the current interest rate on your mortgage loan (i.e. 7.5%)
(ii) Write down the number of months remaining in the term under the mortgage loan (i.e. 22 months)
(iii) Find and write down our then current rate for a new loan for a term that is the same or the next shortest to the remaining Term of your loan (i.e. 6%). You can find our current mortgage interest rates by visiting our website at www.hometrust.ca or by calling us at 1-877-903-2133. Select the rate for a mortgage loan with the next shortest term to the remaining term of your mortgage loan. As examples, should your remaining term be 2 years and 8 months, select the rate for 2 year mortgage rate, or should your remaining term be 3 years and 2 months, choose the 3 year mortgage rate.
(iv) Subtract the result from step (iii) from step (i) and restate and write it in a decimal by dividing the result by 100, so 1.5% becomes 0.015
(v) Multiply the amount to prepay ($100,000) by the result in step (iv) (i.e. $1,500)
(vi) Divide the amount in step (v) by 12 and multiply by the number of months remaining in the term (i.e. $1,500 ÷ 12 x 22 = $2,750)

The Prepayment Charge is the higher of the three month interest cost of $1,500 and the rate differential amount of $2,750. So, if the mortgage loan pay out statement were prepared on the day of this example, the Prepayment Charge would be $2,750. Remember, these are estimates only.

5. Default Charges

In the event that the mortgage loan is not repaid at maturity, or any payments are not made when due, the following charges may be imposed:
a) interest on overdue principal and interest at the mortgage interest rate;
b) legal costs to collect or attempt to collect any required payment(s);
c) reasonable costs, including legal fees, incurred to protect the property and enforce the mortgage loan; and
d) charges for NSF cheque or other returned payment instrument.

6. Concerns and Complaints

Should you at any time have a concern about the cost of borrowing, repayment or other aspect of the mortgage loan or of the deed of hypothec, please contact the Home Trust representative you are dealing with and if the concern remains unresolved, you may follow the Customer Resolution Process set out below.

HOME TRUST

2300-145 King Street West
Toronto, ON M5H 1J8
Tel: 1.877.903.2133
Fax: 1.888.470.2092
www.hometrust.ca

COST OF BORROWING DISCLOSURE STATEMENT

Borrower(s) ("you"): **2147650 Ontario Inc.**
Imran Jinnah
Mortgage No: 10065169
Property to be mortgaged: 58 Puccini Dr, Richmond Hill, ON L4E 0R5

We are pleased to provide you with the following information in respect of your application for a mortgage loan we will make to you. **Please read this Disclosure Statement carefully**, and advise us if you require any further details.

Principal Amount	**$617,500.00.** This is the **Principal Amount**.
Annual Interest Rate	The mortgage interest rate is **5.99%** calculated semi annually not in advance.
Annual Percentage Rate	**7.33%**. This is your total cost of borrowing for this mortgage loan expressed as an annual percentage rate for the Term.
Term	**12** months The Interest Adjustment Date is **October 1, 2012**. The principal and interest amount will be payable in Monthly payments of **$3,669.18**, with the first payment being due **November 1, 2012**. The Term ends on **October 1, 2013**, this is the **Balance Due Date**. This is a CLOSED mortgage loan. You cannot pay down more that your Prepayment Privilege (as described below) or pay out the mortgage loan in full before the Balance Due Date without paying the Prepayment Charges set out below.
Date of Advance	**September 18, 2012** This is date your funds will be advanced. Interest is calculated and charged from this **Date of Advance**.
Payments	**Payment Amount: $4,419.18*** on the 01 day of each month. Each payment is first applied to the accumulated cost of borrowing (including interest accrued since the last payment) and then to reduce the outstanding Principal Amount. *These Payments may include Property Taxes and life insurance if applicable
Amortization Period	**360** months. This is the **Amortization Period.** This is the time period it would take to pay off your mortgage loan in full based on the frequency and amount of your payments and the annual interest rate. An amortization table is provided with this Disclosure Statement.
Prepayment Privilege	Fully Open
Prepayment Charges	The mortgage is not renewable on the same terms as described above and does not contain any privileges except as follows. When not in default, the mortgage may be prepaid at anytime without an interest bonus or, if renewed the agreement for the last renewal of the mortgage.
Other Fees	Other fees applicable at the time this Disclosure Statement was prepared include the following: **1. Discharge Fee** British Columbia **$75** Other Provinces and Territories **$395** Fee not applicable in Alberta. Payable for the preparation of a mortgage discharge statement. Electronic Registration will be an additional cost, if applicable. **2. NSF/Returned Payment Fee $225.00** Payable for each NSF cheque or other returned payment. Certain other fees and charges may be incurred for services you request and for administration of the mortgage. The fees currently charged by Home Trust applicable to the mortgage are attached as a Schedule to this disclosure statement. Fees are subject to change. Fees in effect at any time are set out on our website www.hometrust.ca

1. Amount of the Advance

The following charges will be deducted from the Principal Amount (set out on page 1 of this Disclosure Statement):

Mortgage Insurance Premium	$	0.00
Inspection Fees	$	0.00
Appraisal Fees	$	0.00
Commitment Fee	$	6,175.00
Estimated Legal Costs (if applicable)	$	1,200.00

All mortgagors/guarantors in reference to the above noted property have received this correspondence.

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Home Trust Company has completed the above Disclosure Statement in accordance with applicable regulations.
Cost of Borrowing regulations require that this Disclosure Statement be provided to you two clear days prior to entering into the mortgage loan described herein. Where the mortgage loan is provided for execution with this Disclosure Statement, you consent to waive this requirement.

On signing this Disclosure Statement as of the date set out beside your signature below, you acknowledge the terms of this loan. Should you choose not to proceed, you must notify Home Trust Company and/or your mortgage broker in writing. In the event of cancellation, you will be responsible for any costs incurred by Home Trust Company and/or the broker in connection with public registry, appraisal, legal, insurance or any other third party costs incurred with respect to this loan. In the event of cancellation, you will also be responsible for payment of the non-refundable portion of the commitment fee charged by Home Trust Company for this loan.

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AGREEMENT REGARDING PERSONAL INFORMATION

You agree as follows:

- **Representation and Warranty regarding Information.** All information provided by you to Home Trust Company and/or the mortgage broker in connection with this loan is true and correct.

- **Notice and Consent regarding Information.** You have been given notice of, and consent to, the collection, use, disclosure and verification of any credit, personal or other information from, to or with any credit reporting agency, any credit grantor, your employer, your financial institution or any other person with whom you may have financial dealings or as may be permitted or required by law. Such credit reporting agency, credit grantor, employer, financial institution or other person with whom you have financial dealings may give your personal information to Home Trust Company. All such personal information shall be collected, used and disclosed by Home Trust Company, and any of its affiliates, agents, service providers, successors or assigns, to assess your creditworthiness or for determining your eligibility for any other products and services to be offered, and for such other uses not prohibited by law, all in accordance with Home Trust Company's privacy code, a copy of which can be found at www.hometrust.ca. The object of the file maintained on you is to assist Home Trust Company in: assessing your creditworthiness or for determining your eligibility for any other products and services to be offered, and for such other uses not prohibited by law. The personal information in this file will be used to make any relevant decisions in order to achieve the object of the file and will be made available only to Home Trust Company's employees who require it for the performance of their duties.
  The file will be kept at the address of Home Trust Company as indicated from time to time to you. You have the right to access the file and rectify any personal information in the file which may be obsolete or incorrect. To exercise the right of access and rectification, please write to Home Trust Company and the information in the file will be provided to you

- **Canada Mortgage and Housing Corporation.** Your loan may be insured with Canada Mortgage and Housing Corporation ("CMHC"). The granting of the loan or the approval for insurance by CMHC are not to be construed or relied on by you as representing a confirmation of the value or condition of the property to be hypothecated, whether or not appraisals or inspections are carried out by or for CMHC, nor are they to be construed or relied on by you as representing a confirmation of your ability to pay the loan. You consent to all information obtained from or concerning you in connection with approving the loan, including credit bureau information, being accessible to and used by CMHC for any purpose related to the provision of mortgage insurance. Any information retained by CMHC in that regard will be subject to federal access to information and privacy legislation.

AGREEMENT, ACKNOWLEDGMENT AND WAIVER

I / we, the main borrower, the Borrower(s) and Guarantor(s) under the proposed loan, acknowledge receipt of this **Disclosure Statement** provided to me by Home Trust Company. I have read and fully understand the Disclosure Statement. I have not yet signed the mortgage instrument (whether completed or blank). I hereby waive the regulatory requirement that it be provided two clear business days before entering into the agreement for the loan and the deed of hypothec described above.

I hereby agree to the provisions of the **Agreement Regarding Personal Information** set out above.

SEPTEMBER 21, 2012
Dated

Signature of 2148990 **Ontario Inc.**, Borrower

SEPTEMBER 21, 2012
Dated

Signature of **Imran Jinnah**, Guarantor

CUSTOMER RESOLUTION PROCESS

Should you have a concern or complaint about the Mortgage, please contact the person at Home Trust you are dealing with. If this person cannot settle the matter to your satisfaction, you can contact a Customer Complaint Officer located

Calgary	Maritimes	Montreal	Toronto	Vancouver
1-866-235-3081	1-888-306-2421	1-866-542-0129	1-800-990-7881	1-866-235-3080

Every attempt will be made to resolve your complaint at this stage but if your concern or complaint remains unresolved, as a next step, you may bring it to the attention of Home Trust Company's Ombudsman by writing to Home Trust Company, Attn: Ombudsman, 145 King Street West, Suite 2300, Toronto, Ontario, M5H 1J8 by e-mail to ombudsman@hometrust.ca or by telephone at 1-877-903-2133 ext. 5008 (in Toronto 416-775-5008).

If you feel that your concern or complaint has not been properly dealt with by Home Trust Company through the foregoing procedures, you may write the Ombudsman for Banking Services and Investments at P.O. Box 896, STN Adelaide, Toronto, Ontario, M5C 2K3, e-mail ombudsman@obsi.ca or call or fax them at 1-888-451-4519 (tel) or 1-888-422-2865 (fax) and when the concern or complaint involves Home Trust's obligations to consumers under the Trust and Loan Companies Act (Canada), such as disclosing borrowing costs, prepayment or these customer resolution procedures, you may write to the Financial Consumer Agency of Canada at 427 Laurier Avenue West, 6th Floor, Ottawa, Ontario, K1R 1B9.

The complaint procedures are set out in full on our website: www.hometrust.ca.

SCHEDULE OF FEES

Servicing and Administration Fees: Home Trust Company charges fees to cover some of the costs of the administration and servicing of mortgage loans. Our current schedule includes the following charges:

$225.00	**NSF/Returned Payment Fee:** Payable for each NSF cheque or other returned payment
$95.00	**Manual Debit Fee:** Payable for processing a manual debit from the borrower's pre-authorized bank account or for administering any stop payment of a cheque or preauthorized debit or arranging for processing of any payment other than on the payment due date.
$50.00	**Stop Payment/Re-Arrange Payment Fee:** Payable for administering any stop payment of a cheque or other negotiable instrument and for arranging for processing of any payment other than on the payment due date.
$25.00	**Payment Processing Fee:** Payable for processing a cheque or any other form of payment method, to be applied to a mortgage account.
UP TO $500.00	**Fee for Renewal or Conversion of Mortgage Loan for Residential Properties:** Payable for each loan renewal or auto-renewal and for each conversion from an adjustable to a fixed rate. In the case of non-residential properties, the fee is of 1% of the outstanding principal balance or $500.00, whichever is greater.
$120.00	**Maintenance Fee:** Annual Administration Fee for processing, system upgrades, software licensing, file maintenance, scanning, data storage, data retention and customer service. The fee plus applicable taxes is charged to the mortgage loan account quarterly. HST/GST # 10238 8600 RT0001
$100.00	**Fee for Mortgage Loan Statements:** Payable for preparation of each statement. In some provinces, the Borrower(s) are entitled to free periodic statements. In these provinces, the fee will apply to any additional statements only.
$500.00	**Fee for Purchaser Approval:** Payable for processing each application for sale, transfer or other disposal of the Property, whether or not approved or completed.
$120.00	**Tax Administration Fee:** Payable for the administration of the property tax account and for the processing and payment of taxes. The fee plus any applicable taxes is charged to the mortgage loan account quarterly. HST/GST # 10238 8600 RT0001
$395.00	**Discharge Administration Fee:** Payable for the preparation of a mortgage discharge statement. Fee not applicable in Alberta, and B.C. is subject to a $75.00 Discharge fee (Electronic Registration will be an additional cost, if applicable)
$300.00	**Postponement Fee:** Payable for consideration of each request for a postponement and for completion of postponement documents, whether or not approved or completed.
$100.00	**PPSA Registration Fee:** Including, but not limited to, registration of renewal, discharge, name change, etc.
$300.00	**Insurance Administration fee:** Payable for investigating insurance status, administering changes in insurance and other matters related to insurance on the Property.
$50.00	**Payment Frequency Change:** Payable for all payment frequency changes during the term of the mortgage (i.e. bi-weekly/monthly).
$100.00	**Amortization Adjustment:** Payable for any increase or decrease in the amortization period outside the maturity date of the mortgage.
$25.00	**Amortization Schedule:** Payable for the preparation of each statement other than the one, prepared at mortgage origination.
$1295.00	**Legal Administration Fee:** Payable for the preparation of a file commencing legal action.
$50.00	**Tax Status Inquiry:** Payable for the preparation of any property tax inquires, other than the year-end statement.

Home Trust Company reserves the right to charge reasonable fees for other administrative services and to amend its fees from time to time.

A schedule of our current servicing: administration fees that will apply to the mortgage is provided in the Disclosure Statement and is available at www.hometrust.ca/fees.aspx.

All mortgagors/guarantors in reference to the above noted property have received this correspondence.

HOME TRUST

2300-145 King Street West
Toronto, ON M5H 1J8
Tel: 1.877.903.2133
Fax: 1.888.470.2092
www.hometrust.ca

August 21, 2013

Imran Jinnah
103 Naughton Dr
Richmond Hill ON L4C 8B3

Dear Imran Jinnah,

RE: **Residential First Mortgage Number: 10065169**
Property Address: 58 Puccini Dr, Richmond Hill, ON L4E 0R5
Maturity Date: October 1, 2013

RENEWAL OFFER AND DISCLOSURE STATEMENT

Your mortgage is due for renewal on the above Maturity Date at which time the principal balance outstanding will be $610,439.21 **provided all payments are paid up to and including the Maturity Date.**

We are pleased to offer a renewal of your mortgage, subject to the terms and conditions outlined below.

Renewal Date: October 1, 2013

Your renewal options are listed below. Please indicate your choice for the renewal by initialing to the right of the appropriate option. Please return your signed Agreement by the September 24, 2013.

If you do not sign and return the renewal by the Expiry Date or if payment of the mortgage is in arrears on the Renewal Date, the mortgage will be renewed for the 12 Months OPEN*** option at 5.99% set out below.

RENEWAL TERMS AND CONDITIONS

Interest at the renewal interest rate you select will commence on the Renewal Date and your new Monthly Mortgage Payment will commence on November 1, 2013.

Term Months	Interest Rate*	Principal and / or Interest Payment Amount	Realty Taxes	Life Insurance	Total Payment Amount	Maturity Date	Period Months **	Cost of Borrowing Over the term of the loan	Total Principal and Interest payments over the term
12	F 4.99%	$3,303.49	$750.00	$0.00	$4,053.49	Oct 1, 2014	348	$29,931.14	$39,641.88
12	F 5.99%	$3,673.03	$750.00	$0.00	$4,423.03	Oct 1, 2014	348	$35,897.78	$44,076.36
24	F 4.99%	$3,303.49	$750.00	$0.00	$4,053.49	Oct 1, 2015	348	$59,371.66	$79,283.76
36	F 5.49%	$3,486.16	$750.00	$0.00	$4,236.16	Oct 1, 2016	348	$97,232.76	$125,501.76
60	F 5.99%	$3,673.03	$750.00	$0.00	$4,423.03	Oct 1, 2018	348	$174,204.86	$220,381.80

* Per annum compounded semi-annually not in advance.
** Period refers to Amortization period for the capital amount of the loan
*** Auto Renewal / Extension Fee is $500.00

Offer Expiry Date: September 24, 2013

Rate Guarantee

The rates set out in this Renewal Offer are guaranteed against increase provided the fully completed and signed Renewal Offer is returned to us by September 24, 2013.

No change that will increase the cost of borrowing will be made between the transmission of this statement and the Renewal Date. Your rights under your current mortgage continue until the day that is the later of the renewal date and 21 days after you receive this statement.

OTHER TERMS AND CONDITIONS

1. **Payment of All Installments Due.** The Renewal Offer is subject to the mortgage being up to date including the installment due on the Maturity Date. If in arrears on the Renewal date, the mortgage will be renewed for the 12 month OPEN Term unless we have decided to pursue action to recover the arrears.

2. **Prepayment Privileges and Compensation Closed Renewal Term.** The mortgage is closed to prepayment for the renewal term except as follows:

   You may pay more than your regular payments without charge as follows:

   Annual 20% Prepayment.
   Up to 20% of the original Principal Amount may be prepaid on each anniversary date of the Interest Adjustment Date or the Renewal Date of the mortgage loan. You may not prepay more than 20% of the original Principal Amount on an anniversary of the Interest Adjustment Date or the Renewal Date, even though you may have prepaid less than 20% of that amount on a previous anniversary of the Interest Adjustment Date or the Renewal Date

   You will be charged a Prepayment Charge if you pay more of your mortgage loan than the Prepayment Privilege allows.

   Prepayment Charges:
   Payment in Full on Sale
   The outstanding amount of the mortgage loan may be prepaid only at the closing of a bona fides open market sale of the Property and the payment of the Prepayment Charge calculated as set out below.

   Prepayment After Year 3
   If your loan is for a term of more than 3 years, you may also at any time after the third year of the Term of the loan (or the third year of the Term of the renewal) prepay the full outstanding balance of the loan upon payment to us of such balance plus payment of the Prepayment Charge calculated as set out below.

   Prepayment Charge
   The Prepayment Charge is the greater of:
   i) 3 months interest at the loan interest rate; and
   ii) the amount that is the difference in the interest calculated on the principal amount being prepaid between (A) the loan interest rate and (B) our then current rate for a new loan for a term that is the same or the next shortest to the remaining Term of your loan. Our then current rate is the interest rate that we call our posted rate and publicly announce at the time of prepayment as the rate for our loans for such term.

   Open Renewal Term. If the renewal is made for a term we describe as an OPEN Term, the forgoing does not apply and you may at any time pay out the mortgage or convert the mortgage (if not in default) to another renewal term we then offer

3. **Application of Payments.** Each payment made on the mortgage as renewed will be applied first to the accumulated cost of borrowing and then to the outstanding principal.

4. **Taxes.** If you are paying taxes directly to the Municipality you must submit a copy of the most current receipted tax bill to us together with the accepted copy of this agreement. If we elect to pay on your behalf municipal taxes, school taxes and local improvement rates chargeable against your property, you agree to pay to us, on the dates on which payments of principal and interest are payable (upon receiving 30 days prior notice), sums sufficient to enable us to pay the full amount of taxes on or before the due date for their payment or, if such amount is payable in installments, on or before the due date for payment of the first installment.

5. **Insurance.** A copy of the current insurance policy is required showing the property is adequately insured and our interest as first/second Mortgagee is protected.

6. **Condominium.** If the mortgage is on a condominium unit, a copy of the certificate from your Condominium Corporation showing full payment of all condominium fees and special assessments is required.

7. **Consents to Renewal.** The consent of all the Borrowers, Guarantor(s) and other covenanters of the mortgage is required as set forth in the acceptance section of this Agreement

8. **Preauthorized Payment.** All your payments during the renewal term must be processed using our Pre-Authorized Payment Plan. We enclose such authorization form for completion. Please return the completed form along with a sample cheque marked "VOID". If you presently use our Pre-Authorized Payment Plan, the new payment amount following the renewal will be automatically debited to your account.

9. **Rental Property.** If the property is rented, we will require an Assignment of Rents and Chattel Mortgage. If they are not presently held, documents will be prepared by our solicitors for your signature and registered under P.P.S.A. All costs and disbursements in connection with the foregoing will be your responsibility.

10. **Effect of Renewal.** This agreement amends and extends your mortgage. It is does not create a new mortgage or amend or prejudice any rights with respect to security collateral to the mortgage or any other person not a party to this agreement, whether such person is an original or previous borrower, covenanter, guarantor, surety or subsequent encumbrancer or anyone interested in the mortgaged property. All the terms and conditions of your mortgage will remain in effect except as amended by this Agreement. Your mortgage is deemed to be dated as of the Renewal Date. Your mortgage is deemed to be dated as of the Renewal Date

11. **Servicing Fees*.** Home Trust Company may charge service fees to cover its reasonable costs and expenses of administering the mortgage including discharging it, enforcing the terms of the mortgage, protecting its security, and doing or requiring you to do anything that you have promised to do but have not done. All fees are payable as they become due. If not paid directly, Home Trust Company may add the fees to the principal balance of your mortgage. Our current schedule of administration and servicing fees is set out at the end of this Agreement, and are subject to change.

12. **Default Charges.** In the event that the mortgage is not repaid at maturity or any payments are not made when due, the following charges may be imposed:
    a. Interest on overdue principal and interest at the mortgage interest rate;
    b. Legal costs to collect or attempt to collect any required payment(s);
    c. Reasonable costs, including legal fees, incurred to protect the property and enforce the mortgage and
    d. Reasonable costs incurred in processing a NSF cheque or other dishonored payment.

*Plus Taxes, where applicable. HST Registration# 10238 8600 RT0001

All mortgagors/guarantors in reference to the above noted property have received this correspondence.

RENEWAL ACCEPTANCE

We, the mortgagors and other parties liable for payment of the mortgage, accept the Renewal Offer and agree to the terms and conditions. We agree to pay the principal balance outstanding with interest for the renewal terms selected and to perform all other terms and conditions of this renewal agreement and of the mortgage as so renewed.

If you do not sign and return the renewal by the Expiry Date or if payment of the mortgage is in arrears on the Renewal Date, the mortgage will be renewed for the 12 Months OPEN*** option at 5.99% set out below.

Please indicate your choice of term by initialing the appropriate selection.

Term Months	Interest Rate*	Principal and / or Interest Payment Amount	Realty Taxes	Life Insurance	Total Payment Amount	Maturity Date	Period Months **	Cost of Borrowing Over the term of the loan	Total Principal and Interest payments over the term	Selection (Initial)
12	F 4.99%	$3,303.49	$750.00	$0.00	$4,053.49	Oct 1, 2014	348	$29,931.14	$39,641.88	
12	F 5.99%	$3,673.03	$750.00	$0.00	$4,423.03	Oct 1, 2014	348	$35,897.78	$44,076.36	
24	F 4.99%	$3,303.49	$750.00	$0.00	$4,053.49	Oct 1, 2015	348	$59,371.66	$79,283.76	
36	F 5.49%	$3,486.16	$750.00	$0.00	$4,236.16	Oct 1, 2016	348	$97,232.76	$125,501.76	
60	F 5.99%	$3,673.03	$750.00	$0.00	$4,423.03	Oct 1, 2018	348	$174,204.86	$220,381.80	

* Per annum compounded semi-annually not in advance.
** Period refers to Amortization period for the capital amount of the loan.
*** Auto Renewal / Extension Fee is $500.00.

I/WE ACCEPT THE TERMS, CONDITIONS AND REGULATIONS AS STATED ABOVE ON

THIS 25 DAY OF SEPTEMBER, 2013

ACCEPTED BY:

Signature of 2148990 Ontario Inc.

Signature of Imran Jinnah

HN

Per: ______________________________
Habib Nour
Bilingual Mortgage Renewals Specialist
Mortgage Renewals
Tel: 1(416) 601-3042 or Toll Free: 1(855) 270-3630 Ext:3042
Fax: 1(416) 360-6037
HOME TRUST COMPANY
E&OE

All mortgagors/guarantors in reference to the above noted property have received this correspondence.

Schedule 1
Effective Date: January 1, 2013

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SCHEDULE OF FEES

Servicing and Administration Fees: Home Trust Company charges fees to cover some of the costs of the administration and servicing of mortgage loans. Our current schedule includes the following charges:

$225.00	**NSF/Returned Payment/Late Fee:** Payable for each NSF cheque or other returned payment. Alberta is subject to a $150.00 fee and B.C. and Saskatchewan is subject to a $200.00 fee.
$95.00	**Manual Debit Fee:** Payable for processing a manual debit from the borrower's pre-authorized bank account or for administering any stop payment of a cheque or preauthorized debit or arranging for processing of any payment other than on the payment due date.
$50.00	**Stop Payment/Re-Arrange Payment Fee:** Payable for administering any stop payment of a cheque or other negotiable instrument and for arranging for processing of any payment other than on the payment due date.
$25.00	**Payment Processing Fee:** Payable for processing a cheque or any other form of payment method, to be applied to a mortgage account.
UP TO $500.00	**Fee for Renewal or Conversion of Mortgage Loan for Residential Properties:** Payable for each loan renewal or auto-renewal and for each conversion from an adjustable to a fixed rate. In the case of non-residential properties, the fee is 1/4 of 1% of the outstanding principal balance or $500.00, whichever is greater.
$240.00	**Maintenance Fee:** Annual administration Fee for processing, system upgrades, software licensing, file maintenance, scanning, data storage, data retention and customer service. The fee plus applicable taxes is charged to the mortgage loan account monthly. HST/GST # 10238 8600 RT0001
$100.00	**Fee for Mortgage Loan Statements:** Payable for preparation of each statement. In some provinces, the Borrower(s) are entitled to free periodic statements. In these provinces, the fee will apply to any additional statements only.
$500.00	**Fee for Purchaser Approval:** Payable for processing each application for sale, transfer or other disposal of the Property, whether or not approved or completed.
$240.00	**Tax Administration Fee:** Annual fee for the administration of the property tax account and for the processing and payment of taxes. The fee plus any applicable taxes is charged to the mortgage loan account monthly. HST/GST # 10238 8600 RT0001
$395.00	**Discharge Administration Fee:** Payable for the preparation of a mortgage discharge statement. Discharge fee is not applicable in Alberta. Manitoba and B.C. are subject to a $100.00 and $75.00 Discharge fee, respectively. (Electronic Registration will be an additional cost, if applicable.)
$300.00	**Postponement Fee:** Payable for consideration of each request for a postponement and for completion of postponement documents, whether or not approved or completed.
$100.00	**PPSA Registration Fee:** Including, but not limited to, registration of renewal, discharge, name change, etc.
$300.00	**Insurance Administration fee:** Payable for investigating insurance status, administering changes in insurance and other matters related to insurance on the Property.
$50.00	**Payment Frequency Change:** Payable for all payment frequency changes during the term of the mortgage (i.e. bi-weekly/monthly).
$100.00	**Amortization Adjustment:** Payable for any increase or decrease in the amortization period outside the maturity date of the mortgage.
$25.00	**Amortization Schedule:** Payable for the preparation of each statement other than the one, prepared at mortgage origination.
$1,295.00	**Legal Administration Fee:** Payable for the preparation of a file commencing legal action.
$50.00	**Tax Status Inquiry:** Payable for the preparation of any property tax inquires, other than the year-end statement.

Home Trust Company reserves the right to charge reasonable fees for other administrative services and to amend its fees from time to time.

A schedule of our current servicing: administration fees that will apply to the mortgage is provided in the Disclosure Statement and is available at www.hometrust.ca/fees.aspx.

All mortgagors/guarantors in reference to the above noted property have received this correspondence.
YL01_EN_ON

HOME TRUST

2300-145 King Street West
Toronto, ON M5H 1J8
Tel: 1.877.903.2133
Fax: 1.888.470.2092
www.hometrust.ca

August 30, 2012

Tom Reece
Carevest Capital Inc.
4 Kilkenny Pl
Richmond Hill ON L4C 5S2

Dear Tom Reece,

RE: Residential First Mortgage Number: 10036275

Based upon and subject to the accuracy of information furnished to us, we undertake to provide mortgage financing, subject to the following terms and conditions set out below, and on Schedules "A" & "B" & "C"(if applicable), which schedules forms part of this Commitment.

Type of Mortgage: **Residential First Mortgage**

Main Borrower Name: 2148990 **: Ontario Inc.**
Covenanter/Guarantor(s): Imran Jinnah
Property Address: **60 Puccini Drive, Richmond Hill, ON L4E 0R5**

LOAN AMOUNT $617,500.00

Term (Months)	Interest Rate	Repayment Principal and interest	IAD Date*	Commitment Fee	Amortization Period (Months)	Initial
12	5.99%	$3,669.18	Oct 1, 2012	$6,175.00	360	

By signing this commitment you are acknowledging that the interest adjustment date may change if the final funding date changes

Payments due under this mortgage will be made by a pre-authorized debit system. **This mortgage will be paid monthly unless otherwise indicated by the Borrower and authorized by Home Trust Company on the Schedule A attached herein.**

Additional Costs:
Appraisal Fee: Cost to be paid by the Borrower(s)

Your acceptance of this Commitment will be your undertaking to pay these costs together with all legal costs and fees incurred, whether or not this Charge/Mortgage is advanced. Please reference registered Standard Charge Terms No. 200727(Ont), MT080096(BC), 081099755(AB North), 081099755(AB South), 3596340(MB), HTC1590(NB).

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SOLICITOR Jack Greenberg will be appointed to act on our behalf in this transaction. All documentation including, but not limited to, delivery of evidence confirming valid title insurance with applicable schedules from a title insurer approved by Home Trust Company and fire insurance must be acceptable to us prior to the advance of funds. Prior to closing, the solicitor is instructed to notify Home Trust, and the relevant Underwriting Department of the title insurer, of any concerns the solicitor may have regarding the identity of the borrower, the validity of prior registered instruments (particularly transfers and discharges), and any other matters that may affect the title of the subject property and/or the enforceability or priority of Home Trust's mortgage. In these circumstances, the solicitor may not proceed to complete the transaction until such time as the solicitor has obtained both the title insurer's and Home Trust's written authorization to proceed.

IN ALL MATTERS, TIME SHALL BE OF THE ESSENCE.
This Commitment is open for your acceptance until the Commitment Acceptance Date after which time/date this Commitment will be null and void. This Commitment, if accepted is valid until the Final Funding Date after which time/date this Commitment will be null and void.

The Borrower(s) and Guarantor(s) hereby consent(s) to Home Trust Company obtaining credit and/or personal information on the Borrower(s) or Guarantor(s) from any source and each such source is hereby authorized to provide such information to Home Trust Company. Note: In British Columbia this consent allows information on a spouse to be included in any report.

Commitment Acceptance date:	September 13, 2012
Final Funding Date:	September 19, 2012

I/we the undersigned hereby declare that I/we are not acting on behalf of a third party and that the account referred to herein does not have any beneficial owners.

ACCEPTED THIS 21st day of SEPTEMBER, 2012
2148990 ONTARIO INC.
PER: ________________
IMRAN JINNAH - PRESIDENT
I have authority to bind the Corporation

____
Imran Jinnah - GUARANTOR

Per: ________________
Jeff Wilson
Team Leader
Originations - Central
Tel: 1(416)601-3026
HOME TRUST COMPANY

Schedule "A"

Mortgage No.:	10036275
Main Borrower Name:	2148990 Ontario Inc.
Covenanter/Guarantor(s):	Imran Jinnah

PLEASE NOTE: Funds for this Loan will not be advanced by Home Trust Company until all of the following conditions are met and maintained until funding. Home Trust Company may terminate the Commitment or decline to advance all or any part of the Mortgage until these conditions are satisfied to Home Trust Company's satisfaction.

This Commitment is subject to:

A satisfactory inspection by Home Trust Company, separate and apart from the appraisal.

Satisfactory interview with the borrower(s)/mortgagor(s) to be conducted at a mutually convenient time.

The Loan includes all the terms of Home Trust Company's standard mortgage loan form, a copy of which is provided to each Borrower and Guarantor.

Original Appraisal of the property, satisfactory to Home Trust Company, by, Cross-town Appraisal Ltd addressed to Home Trust Company, or accompanied by a letter of transmittal from the appraiser, for:
- 60 Puccini Drive, Richmond Hill, ON L4E 0R5 reflecting a minimum market value of $950,000.00
all values based on a 60 to 90 day maximum marketing time. Also required is days on market (D.O.M.) for all comparables.

Prior to funding, we require evidence by way of Statutory Declaration from the Mortgagor(s) that the premises being mortgaged are not and never have been insulated with urea formaldehyde foam insulation.

Verification of income for 2148990 Ontario Inc. by way of current dated salary letter(s).

Verification of income for Imran Jinnah by way of a letter from the borrower showing a minimum annual gross income of $535,000.00.

Executed Mortgage Loan Application for ALL Mortgagor(s) and Guarantor(s).

Registration of a Financing Statement under the Personal Property Security Act for a period of five years (to cover renewal within a five year period) with respect to the Assignment of Rents.

Solicitor to confirm details of secondary financing - same not to exceed $200,000.00 AND to provide us with a copy of the Charge/Mortgage.

Prior to funding, delivery of evidence that a valid title insurance policy with applicable schedules has been placed with a title insurer approved by Home Trust Company.

Solicitor to provide clear Execution Certificate with Final Report.

In addition to the regular monthly payments, we will collect one twelfth of the annual taxes monthly (approx. $466.67). This amount is subject to change, based on taxes levied during the term of this mortgage.

Solicitor is instructed to remit payment with respect to the total current year's final Tax Bill at the time of the advance, together with outstanding tax arrears, if any.

A tax holdback equivalent to 3 months tax portion totaling approx. $1,400.01 will be deducted from the mortgage advance and applied towards future tax bills.

The following Corporate documentation is required prior to advance of funds:
(i) Certificate of Status
(ii) Borrowing Resolutions (our form)
(iii) Notarial Copy of the Articles of Incorporation
(iv) Certified Copy of Borrowing By-law
(v) Incumbancy Certificate
(vi) Certificate of Non-Restriction

Prior to closing, it is a condition of this commitment that the borrower(s) provide a copy of the Statement of Mortgage/Disclosure Statement fully executed by all parties involved.

The Solicitor must investigate title and confirm bona fides of any title transfers during the past twelve months directly with the transferor. The lawyer is to confirm to Home Trust Company any mortgages registered against the subject property are not in arrears.

It is a condition of this commitment that the solicitor confirms that (i) they have reviewed and verified the identity of the mortgagor(s) and any spouse consenting to the mortgage by means of 2 pieces of identification (one MUST be Primary Identification) acceptable to the mortgagee (ii) the identification appears to be genuine (iii) the identification belongs to the mortgagor(s) and consenting spouse and (iv) copies of the identification showing a true likeness of the originals will be submitted to the mortgagee. Home Trust's accepted forms of identification will be communicated to the solicitor upon instruction.

Receipt of a signed Pre-Authorized Cheque form and voided blank cheque to permit Home Trust Company to collect Mortgage payments by direct debit to the Borrower(s) bank account.

A new credit bureau will be run 30 days prior to the advance of funds. The credit must remain the same as or be better than the credit bureau run at the date of approval of the transaction. Should the credit not remain the same, this commitment will be subject to review and terms and conditions may be changed accordingly.

Direction of loan proceeds to be determined upon reciept of discharge statements.

Prepayment Privilege:
Fully Open

Prepayment charge :
The mortgage is not renewable on the same terms as described above and does not contain any privileges except as follows. When not in default, the mortgage may be prepaid at anytime without an interest bonus or, if renewed the agreement for the last renewal of the mortgage.

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Schedule "B"
CONDITIONS

PAYMENT BY P.A.C.	The Borrower(s) agree(s), by acceptance of this Commitment, to provide the mortgage payments by "Pre-Authorized Cheque Plan". Please complete and return the attached PAC form and a blank sample cheque with your acceptance of this Commitment.
ACCRUED INTEREST	Accrued interest calculated from the date that this mortgage is advanced to the Interest Adjustment Date will be deducted from the gross funds advanced. The Interest Adjustment Date is set one month prior to the First Payment Date.
ASSIGNMENT OF COMMITMENT	Neither this Commitment nor the proceeds of the Charge/Mortgage loan are assignable by the Borrower(s) without our express written consent.
CREDIT RATING	Receipt of an updated credit rating acceptable to Home Trust Company. The credit rating must be the same or better than the rating obtained when this Commitment was given. In the event the credit rating is less favourable, the terms and conditions of this Commitment will be subject to revision and the Loan may not be advanced.
FIRE AND OTHER INSURANCE	Receipt of a copy of the fire and extended insurance policy for the Property, in form and substance acceptable to Home Trust Company, with an insurer approved by Home Trust Company for the full replacement value of the Property. Co-insurance is not acceptable. The insurance shall be assigned to Home Trust Company. **If the Property is heated by oil, Home Trust Company must receive confirmation from the insurer that they are aware the property is oil heated. For BC, with the exception of the Okanagan Region, Home Trust will require earthquake insurance on the subject property.**
LEGAL AND OTHER COSTS AND FEES	All legal, appraisal, title insurance and fire insurance premiums and other costs and fees incurred in connection with this Loan (including those identified on the first page of this Commitment) are payable by the Borrower(s) whether or not this Loan ultimately is completed and the funds advanced.
REGULATIONS	Confirmation, in form and substance satisfactory to Home Trust Company, that the Property complies with all municipal, provincial and federal statutes, regulations and requirements. This requirement is waived by delivery of the title insurance policy with applicable schedules covering such compliance matters.
PREPAYMENT RESTRICTIONS	It is intended and agreed that the Charge/Mortgage loan may not be prepaid prior to the maturity date unless provided herein as a privilege.
SURVEY REQUIREMENTS	Receipt of an acceptable certificate of location and survey plan showing the land area of the Property and the location of the buildings, other improvements, servitudes or rights-of-way thereon. This certificate of location and survey plan is to be prepared, dated and signed by a duly qualified land surveyor. This requirement is waived by delivery of the valid title insurance policy with applicable schedules covering such survey matters.
TAXES	All realty/provincial and municipal real property taxes/local improvement taxes shall be paid as set out in Schedule "A" hereto.
PURCHASER APPROVAL	Home Trust Company may require that the Loan be immediately prepaid with the applicable prepayment indemnity if the Borrower(s) sell(s), transfer(s) or otherwise dispose(s) of the Property or any interest therein to a purchaser not approved by Home Trust Company in writing.
STANDARD CHARGE TERMS	The Charge/Mortgage is deemed to contain all clauses included in registered Standard Charge Terms No. 200727 (Ont), MT080096 (BC), 081099755 (AB North), 081099755 (AB South), 3596340 (MB), HTC1590(NB). Each Borrower(s) and Guarantor(s) acknowledges receipt of a copy of the applicable Standard Charge Terms.
SCHEDULE OF FEES	A schedule of our current servicing and administration fees that will apply to the mortgage is provided in the Disclosure Statement and is available at www.hometrust.ca/fees.aspx

Home Trust Company reserves the right to charge reasonable fees for other administrative sevices and to amend its fees from time to time.

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HOME TRUST

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COST OF BORROWING DISCLOSURE STATEMENT

Borrower(s) ("you"): **2147650 Ontario Inc.**
Imran Jinnah

Mortgage No: 10036275
Property to be mortgaged: 60 Puccini Drive, Richmond Hill, ON L4E 0R5

We are pleased to provide you with the following information in respect of your application for a mortgage loan we will make to you. **Please read this Disclosure Statement carefully**, and advise us if you require any further details.

Principal Amount	**$617,500.00.** This is the **Principal Amount**.
Annual Interest Rate	The mortgage interest rate is **5.99%** calculated semi annually not in advance.
Annual Percentage Rate	**7.32%.** This is your total cost of borrowing for this mortgage loan expressed as an annual percentage rate for the Term.
Term	**12** months The Interest Adjustment Date is **October 1, 2012**. The principal and interest amount will be payable in Monthly payments of **$3,669.18**, with the first payment being due **November 1, 2012**. The Term ends on **October 1, 2013**, this is the **Balance Due Date**. This is a CLOSED mortgage loan. You cannot pay down more that your Prepayment Privilege (as described below) or pay out the mortgage loan in full before the Balance Due Date without paying the Prepayment Charges set out below.
Date of Advance	**September 19, 2012** This is date your funds will be advanced. Interest is calculated and charged from this **Date of Advance**.
Payments	**Payment Amount: $4,419.18*** on the 01 day of each month. Each payment is first applied to the accumulated cost of borrowing (including interest accrued since the last payment) and then to reduce the outstanding Principal Amount. *These Payments may include Property Taxes and life insurance if applicable
Amortization Period	**360** months. This is the **Amortization Period.** This is the time period it would take to pay off your mortgage loan in full based on the frequency and amount of your payments and the annual interest rate. An amortization table is provided with this Disclosure Statement.
Prepayment Privilege	Fully Open
Prepayment Charges	The mortgage is not renewable on the same terms as described above and does not contain any privileges except as follows. When not in default, the mortgage may be prepaid at anytime without an interest bonus or, if renewed the agreement for the last renewal of the mortgage.
Other Fees	Other fees applicable at the time this Disclosure Statement was prepared include the following: **1. Discharge Fee** British Columbia **$75** Other Provinces and Territories **$395** Fee not applicable in Alberta. Payable for the preparation of a mortgage discharge statement. Electronic Registration will be an additional cost, if applicable. **2. NSF/Returned Payment Fee $225.00** Payable for each NSF cheque or other returned payment. Certain other fees and charges may be incurred for services you request and for administration of the mortgage. The fees currently charged by Home Trust applicable to the mortgage are attached as a Schedule to this disclosure statement. Fees are subject to change. Fees in effect at any time are set out on our website www.hometrust.ca

1. Amount of the Advance

The following charges will be deducted from the Principal Amount (set out on page 1 of this Disclosure Statement):

Mortgage Insurance Premium	$	0.00
Inspection Fees	$	0.00
Appraisal Fees	$	0.00
Commitment Fee	$	6,175.00
Estimated Legal Costs (if applicable)	$	1,200.00

All mortgagors/guarantors in reference to the above noted property have received this correspondence.

Total Fees and other charges	$	7,375.00
Amount to be Advanced to you*	$	610,125.00

*Please note that interest accruing to the Interest Adjustment Date, property tax holdbacks and certain disbursements can reduce this amount.

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2. Payments

Amount of all Regular Payments: $45,246.21 This is the total amount of all interest and principal payments to be made during the Term of the mortgage loan.
Balance Due at Maturity October 1, 2013: $609,798.15 This is the amount payable on the Balance Due Date, unless renewed. We may offer to renew the mortgage loan at maturity but are not obligated to do so.

Total of All Payments:	$45,246.21
Number of Payments:	012

3. Total Cost of Borrowing:

Amounts included in the total cost of borrowing:

Interest: $37,544.36 This is the total amount of interest you will have to pay over the Term of the mortgage loan.

Other charges: $7,375.00 These are the charges set out in section 1 above.

Total Cost of Borrowing: $44,919.36 This is the total borrowing cost you will have to pay over the Term of your mortgage loan. The total cost of borrowing as a percentage is set out on page 1 of this Disclosure Statement.

Note: The cost of Mortgage Insurance, optional credit insurance and legal costs and title insurance for a lawyer you retain are not set out here and are not included in the total cost of borrowing.

4. Additional Information Relating to Prepayment Charges

Below is an example to assist you in understanding the calculation of the Prepayment Charge. You can follow these steps to estimate the Prepayment Charge you would pay on the actual amount you owe, but you should always contact us to find out the exact amount for prepayment by calling at 1-877-903-2133.

A. For calculation of the three months interest amount:
(i) Write down the amount you want to pay off (i.e., $100,000)
(ii) Find out the RBC 1 Year Rate and write down the interest rate as a decimal (i.e. 6% becomes .06)
(iii) Multiply the amount you want to pay off (i.e. $100,000) by the interest rate to get the estimated annual interest cost (i.e. $6,000)
(iv) Mutiply the estimated annual interest cost by .25 (3/12ths) to get the three months interest (i.e. $100,000 x .06 x .25 = $1,500)

B. Now follow these steps for calculation of the amount that is the difference between the loan interest rate and our then current rate for a new loan for a term that is the same or the next shortest to the remaining Term of your loan
(i) Write down the amount of the current interest rate on your mortgage loan (i.e. 7.5%)
(ii) Write down the number of months remaining in the term under the mortgage loan (i.e. 22 months)
(iii) Find and write down our then current rate for a new loan for a term that is the same or the next shortest to the remaining Term of your loan (i.e. 6%). You can find our current mortgage interest rates by visiting our website at www.hometrust.ca or by calling us at 1-877-903-2133. Select the rate for a mortgage loan with the next shortest term to the remaining term of your mortgage loan. As examples, should your remaining term be 2 years and 8 months, select the rate for 2 year mortgage rate, or should your remaining term be 3 years and 2 months, choose the 3 year mortgage rate.
(iv) Subtract the result from step (iii) from step (i) and restate and write it in a decimal by dividing the result by 100, so 1.5% becomes 0.015
(v) Multiply the amount to prepay ($100,000) by the result in step (iv) (i.e. $1,500)
(vi) Divide the amount in step (v) by 12 and multiply by the number of months remaining in the term (i.e. $1,500 ÷ 12 x 22 = $2,750)

The Prepayment Charge is the higher of the three month interest cost of $1,500 and the rate differential amount of $2,750. So, if the mortgage loan pay out statement were prepared on the day of this example, the Prepayment Charge would be $2,750. Remember, these are estimates only.

5. Default Charges

In the event that the mortgage loan is not repaid at maturity, or any payments are not made when due, the following charges may be imposed:
a) interest on overdue principal and interest at the mortgage interest rate;
b) legal costs to collect or attempt to collect any required payment(s);
c) reasonable costs, including legal fees, incurred to protect the property and enforce the mortgage loan; and
d) charges for NSF cheque or other returned payment instrument.

6. Concerns and Complaints

Should you at any time have a concern about the cost of borrowing, repayment or other aspect of the mortgage loan or of the deed of hypothec, please contact the Home Trust representative you are dealing with and if the concern remains unresolved, you may follow the Customer Resolution Process set out below.

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Home Trust Company has completed the above Disclosure Statement in accordance with applicable regulations.
Cost of Borrowing regulations require that this Disclosure Statement be provided to you two clear days prior to entering into the mortgage loan described herein. Where the mortgage loan is provided for execution with this Disclosure Statement, you consent to waive this requirement.

On signing this Disclosure Statement as of the date set out beside your signature below, you acknowledge the terms of this loan. Should you choose not to proceed, you must notify Home Trust Company and/or your mortgage broker in writing. In the event of cancellation, you will be responsible for any costs incurred by Home Trust Company and/or the broker in connection with public registry, appraisal, legal, insurance or any other third party costs incurred with respect to this loan. In the event of cancellation, you will also be responsible for payment of the non-refundable portion of the commitment fee charged by Home Trust Company for this loan.

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AGREEMENT REGARDING PERSONAL INFORMATION

You agree as follows:

- **Representation and Warranty regarding Information.** All information provided by you to Home Trust Company and/or the mortgage broker in connection with this loan is true and correct.

- **Notice and Consent regarding Information.** You have been given notice of, and consent to, the collection, use, disclosure and verification of any credit, personal or other information from, to or with any credit reporting agency, any credit grantor, your employer, your financial institution or any other person with whom you may have financial dealings or as may be permitted or required by law. Such credit reporting agency, credit grantor, employer, financial institution or other person with whom you have financial dealings may give your personal information to Home Trust Company. All such personal information shall be collected, used and disclosed by Home Trust Company, and any of its affiliates, agents, service providers, successors or assigns, to assess your creditworthiness or for determining your eligibility for any other products and services to be offered, and for such other uses not prohibited by law, all in accordance with Home Trust Company's privacy code, a copy of which can be found at www.hometrust.ca. The object of the file maintained on you is to assist Home Trust Company in: assessing your creditworthiness or for determining your eligibility for any other products and services to be offered, and for such other uses not prohibited by law. The personal information in this file will be used to make any relevant decisions in order to achieve the object of the file and will be made available only to Home Trust Company's employees who require it for the performance of their duties.
The file will be kept at the address of Home Trust Company as indicated from time to time to you. You have the right to access the file and rectify any personal information in the file which may be obsolete or incorrect. To exercise the right of access and rectification, please write to Home Trust Company and the information in the file will be provided to you

- **Canada Mortgage and Housing Corporation.** Your loan may be insured with Canada Mortgage and Housing Corporation ("CMHC"). The granting of the loan or the approval for insurance by CMHC are not to be construed or relied on by you as representing a confirmation of the value or condition of the property to be hypothecated, whether or not appraisals or inspections are carried out by or for CMHC, nor are they to be construed or relied on by you as representing a confirmation of your ability to pay the loan. You consent to all information obtained from or concerning you in connection with approving the loan, including credit bureau information, being accessible to and used by CMHC for any purpose related to the provision of mortgage insurance. Any information retained by CMHC in that regard will be subject to federal access to information and privacy legislation.

AGREEMENT, ACKNOWLEDGMENT AND WAIVER

I / we, the main borrower, the Borrower(s) and Guarantor(s) under the proposed loan, acknowledge receipt of this **Disclosure Statement** provided to me by Home Trust Company. I have read and fully understand the Disclosure Statement. I have not yet signed the mortgage instrument (whether completed or blank). I hereby waive the regulatory requirement that it be provided two clear business days before entering into the agreement for the loan and the deed of hypothec described above.

I hereby agree to the provisions of the **Agreement Regarding Personal Information** set out above.

SEPTEMBER 21, 2012
Dated

Signature of 2148990 **Ontario Inc.**, Borrower

SEPTEMBER 21, 2012
Dated

Signature of **Imran Jinnah**, Guarantor

CUSTOMER RESOLUTION PROCESS

Should you have a concern or complaint about the Mortgage, please contact the person at Home Trust you are dealing with. If this person cannot settle the matter to your satisfaction, you can contact a Customer Complaint Officer located

Calgary	Maritimes	Montreal	Toronto	Vancouver
1-866-235-3081	1-888-306-2421	1-866-542-0129	1-800-990-7881	1-866-235-3080

Every attempt will be made to resolve your complaint at this stage but if your concern or complaint remains unresolved, as a next step, you may bring it to the attention of Home Trust Company's Ombudsman by writing to Home Trust Company, Attn: Ombudsman, 145 King Street West, Suite 2300, Toronto, Ontario, M5H 1J8 by e-mail to ombudsman@hometrust.ca or by telephone at 1-877-903-2133 ext. 5008 (in Toronto 416-775-5008).

If you feel that your concern or complaint has not been properly dealt with by Home Trust Company through the foregoing procedures, you may write the Ombudsman for Banking Services and Investments at P.O. Box 896, STN Adelaide, Toronto, Ontario, M5C 2K3, e-mail ombudsman@obsi.ca or call or fax them at 1-888-451-4519 (tel) or 1-888-422-2865 (fax) and when the concern or complaint involves Home Trust's obligations to consumers under the Trust and Loan Companies Act (Canada), such as disclosing borrowing costs, prepayment or these customer resolution procedures, you may write to the Financial Consumer Agency of Canada at 427 Laurier Avenue West, 6th Floor, Ottawa, Ontario, K1R 1B9.

The complaint procedures are set out in full on our website: www.hometrust.ca.

SCHEDULE OF FEES

Servicing and Administration Fees: Home Trust Company charges fees to cover some of the costs of the administration and servicing of mortgage loans. Our current schedule includes the following charges:

$225.00	**NSF/Returned Payment Fee:** Payable for each NSF cheque or other returned payment
$95.00	**Manual Debit Fee:** Payable for processing a manual debit from the borrower's pre-authorized bank account or for administering any stop payment of a cheque or preauthorized debit or arranging for processing of any payment other than on the payment due date.
$50.00	**Stop Payment/Re-Arrange Payment Fee:** Payable for administering any stop payment of a cheque or other negotiable instrument and for arranging for processing of any payment other than on the payment due date.
$25.00	**Payment Processing Fee:** Payable for processing a cheque or any other form of payment method, to be applied to a mortgage account.
UP TO $500.00	**Fee for Renewal or Conversion of Mortgage Loan for Residential Properties:** Payable for each loan renewal or auto-renewal and for each conversion from an adjustable to a fixed rate. In the case of non-residential properties, the fee is of 1% of the outstanding principal balance or $500.00, whichever is greater.
$120.00	**Maintenance Fee:** Annual Administration Fee for processing, system upgrades, software licensing, file maintenance, scanning, data storage, data retention and customer service. The fee plus applicable taxes is charged to the mortgage loan account quarterly. HST/GST # 10238 8600 RT0001
$100.00	**Fee for Mortgage Loan Statements:** Payable for preparation of each statement. In some provinces, the Borrower(s) are entitled to free periodic statements. In these provinces, the fee will apply to any additional statements only.
$500.00	**Fee for Purchaser Approval:** Payable for processing each application for sale, transfer or other disposal of the Property, whether or not approved or completed.
$120.00	**Tax Administration Fee:** Payable for the administration of the property tax account and for the processing and payment of taxes. The fee plus any applicable taxes is charged to the mortgage loan account quarterly. HST/GST # 10238 8600 RT0001
$395.00	**Discharge Administration Fee:** Payable for the preparation of a mortgage discharge statement. Fee not applicable in Alberta, and B.C. is subject to a $75.00 Discharge fee (Electronic Registration will be an additional cost, if applicable)
$300.00	**Postponement Fee:** Payable for consideration of each request for a postponement and for completion of postponement documents, whether or not approved or completed.
$100.00	**PPSA Registration Fee:** Including, but not limited to, registration of renewal, discharge, name change, etc.
$300.00	**Insurance Administration fee:** Payable for investigating insurance status, administering changes in insurance and other matters related to insurance on the Property.
$50.00	**Payment Frequency Change:** Payable for all payment frequency changes during the term of the mortgage (i.e. bi-weekly/monthly).
$100.00	**Amortization Adjustment:** Payable for any increase or decrease in the amortization period outside the maturity date of the mortgage.
$25.00	**Amortization Schedule:** Payable for the preparation of each statement other than the one, prepared at mortgage origination.
$1295.00	**Legal Administration Fee:** Payable for the preparation of a file commencing legal action.
$50.00	**Tax Status Inquiry:** Payable for the preparation of any property tax inquires, other than the year-end statement.

Home Trust Compa ny reserves the right to charge reasonable fees for other administrative services and to amend its fees from time to time.

A schedule of our current servicing: administration fees that will apply to the mortgage is provided in the Disclosure Statement and is a vailable at www.hometrust.ca/fees.aspx.

HOME TRUST

2300-145 King Street West
Toronto, ON M5H 1J8
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Fax: 1.888.470.2092
www.hometrust.ca

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August 21, 2013

Imran Jinnah
103 Naughton Dr
Richmond Hill ON L4C 8B3

Dear Imran Jinnah,

RE: Residential First Mortgage Number: 10036275
Property Address: 60 Puccini Drive, Richmond Hill, ON L4E 0R5
Maturity Date: October 1, 2013

RENEWAL OFFER AND DISCLOSURE STATEMENT

Your mortgage is due for renewal on the above Maturity Date at which time the principal balance outstanding will be $610,182.35 **provided all payments are paid up to and including the Maturity Date.**

We are pleased to offer a renewal of your mortgage, subject to the terms and conditions outlined below.

Renewal Date: October 1, 2013

Your renewal options are listed below. Please indicate your choice for the renewal by initialing to the right of the appropriate option. Please return your signed Agreement by the September 24, 2013.

If you do not sign and return the renewal by the Expiry Date or if payment of the mortgage is in arrears on the Renewal Date, the mortgage will be renewed for the 12 Months OPEN*** option at 5.99% set out below.

RENEWAL TERMS AND CONDITIONS

Interest at the renewal interest rate you select will commence on the Renewal Date and your new Monthly Mortgage Payment will commence on November 1, 2013.

Term Months	Interest Rate*	Principal and / or Interest Payment Amount	Realty Taxes	Life Insurance	Total Payment Amount	Maturity Date	Period Months **	Cost of Borrowing Over the term of the loan	Total Principal and Interest payments over the term
12	F 4.99%	$3,302.10	$750.00	$0.00	$4,052.10	Oct 1, 2014	348	$29,918.52	$39,625.20
12	F 5.99%	$3,671.49	$750.00	$0.00	$4,421.49	Oct 1, 2014	348	$35,882.65	$44,057.88
24	F 4.99%	$3,302.10	$750.00	$0.00	$4,052.10	Oct 1, 2015	348	$59,346.66	$79,250.40
36	F 5.49%	$3,484.69	$750.00	$0.00	$4,234.69	Oct 1, 2016	348	$97,191.85	$125,448.84
60	F 5.99%	$3,671.49	$750.00	$0.00	$4,421.49	Oct 1, 2018	348	$174,131.52	$220,289.40

* Per annum compounded semi-annually not in advance.
** Period refers to Amortization period for the capital amount of the loan
*** Auto Renewal / Extension Fee is $500.00

Offer Expiry Date: September 24, 2013

Rate Guarantee

The rates set out in this Renewal Offer are guaranteed against increase provided the fully completed and signed Renewal Offer is returned to us by September 24, 2013.

No change that will increase the cost of borrowing will be made between the transmission of this statement and the Renewal Date. Your rights under your current mortgage continue until the day that is the later of the renewal date and 21 days after you receive this statement.

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OTHER TERMS AND CONDITIONS

1. **Payment of All Installments Due.** The Renewal Offer is subject to the mortgage being up to date including the installment due on the Maturity Date. If in arrears on the Renewal date, the mortgage will be renewed for the 12 month OPEN Term unless we have decided to pursue action to recover the arrears.

2. **Prepayment Privileges and Compensation Closed Renewal Term.** The mortgage is closed to prepayment for the renewal term except as follows:

   You may pay more than your regular payments without charge as follows:

   Annual 20% Prepayment.
   Up to 20% of the original Principal Amount may be prepaid on each anniversary date of the Interest Adjustment Date or the Renewal Date of the mortgage loan. You may not prepay more than 20% of the original Principal Amount on an anniversary of the Interest Adjustment Date or the Renewal Date, even though you may have prepaid less than 20% of that amount on a previous anniversary of the Interest Adjustment Date or the Renewal Date

   You will be charged a Prepayment Charge if you pay more of your mortgage loan than the Prepayment Privilege allows.

   Prepayment Charges:
   Payment in Full on Sale
   The outstanding amount of the mortgage loan may be prepaid only at the closing of a bona fides open market sale of the Property and the payment of the Prepayment Charge calculated as set out below.

   Prepayment After Year 3
   If your loan is for a term of more than 3 years, you may also at any time after the third year of the Term of the loan (or the third year of the Term of the renewal) prepay the full outstanding balance of the loan upon payment to us of such balance plus payment of the Prepayment Charge calculated as set out below.

   Prepayment Charge
   The Prepayment Charge is the greater of:
   i) 3 months interest at the loan interest rate; and
   ii) the amount that is the difference in the interest calculated on the principal amount being prepaid between (A) the loan interest rate and (B) our then current rate for a new loan for a term that is the same or the next shortest to the remaining Term of your loan. Our then current rate is the interest rate that we call our posted rate and publicly announce at the time of prepayment as the rate for our loans for such term.

   Open Renewal Term. If the renewal is made for a term we describe as an OPEN Term, the forgoing does not apply and you may at any time pay out the mortgage or convert the mortgage (if not in default) to another renewal term we then offer

3. **Application of Payments.** Each payment made on the mortgage as renewed will be applied first to the accumulated cost of borrowing and then to the outstanding principal.

4. **Taxes.** If you are paying taxes directly to the Municipality you must submit a copy of the most current receipted tax bill to us together with the accepted copy of this agreement. If we elect to pay on your behalf municipal taxes, school taxes and local improvement rates chargeable against your property, you agree to pay to us, on the dates on which payments of principal and interest are payable (upon receiving 30 days prior notice), sums sufficient to enable us to pay the full amount of taxes on or before the due date for their payment or, if such amount is payable in installments, on or before the due date for payment of the first installment.

5. **Insurance.** A copy of the current insurance policy is required showing the property is adequately insured and our interest as first/second Mortgagee is protected.

6. **Condominium.** If the mortgage is on a condominium unit, a copy of the certificate from your Condominium Corporation showing full payment of all condominium fees and special assessments is required.

7. **Consents to Renewal.** The consent of all the Borrowers, Guarantor(s) and other covenanters of the mortgage is required as set forth in the acceptance section of this Agreement

8. **Preauthorized Payment.** All your payments during the renewal term must be processed using our Pre-Authorized Payment Plan. We enclose such authorization form for completion. Please return the completed form along with a sample cheque marked "VOID". If you presently use our Pre-Authorized Payment Plan, the new payment amount following the renewal will be automatically debited to your account.

9. **Rental Property.** If the property is rented, we will require an Assignment of Rents and Chattel Mortgage. If they are not presently held, documents will be prepared by our solicitors for your signature and registered under P.P.S.A. All costs and disbursements in connection with the foregoing will be your responsibility.

10. **Effect of Renewal.** This agreement amends and extends your mortgage. It is does not create a new mortgage or amend or prejudice any rights with respect to security collateral to the mortgage or any other person not a party to this agreement, whether such person is an original or previous borrower, covenanter, guarantor, surety or subsequent encumbrancer or anyone interested in the mortgaged property. All the terms and conditions of your mortgage will remain in effect except as amended by this Agreement. Your mortgage is deemed to be dated as of the Renewal Date. Your mortgage is deemed to be dated as of the Renewal Date

11. **Servicing Fees*.** Home Trust Company may charge service fees to cover its reasonable costs and expenses of administering the mortgage including discharging it, enforcing the terms of the mortgage, protecting its security, and doing or requiring you to do anything that you have promised to do but have not done. All fees are payable as they become due. If not paid directly, Home Trust Company may add the fees to the principal balance of your mortgage. Our current schedule of administration and servicing fees is set out at the end of this Agreement, and are subject to change.

12. **Default Charges.** In the event that the mortgage is not repaid at maturity or any payments are not made when due, the following charges may be imposed:
    a. Interest on overdue principal and interest at the mortgage interest rate;
    b. Legal costs to collect or attempt to collect any required payment(s);
    c. Reasonable costs, including legal fees, incurred to protect the property and enforce the mortgage and
    d. Reasonable costs incurred in processing a NSF cheque or other dishonored payment.

*Plus Taxes, where applicable. HST Registration# 10238 8600 RT0001

RENEWAL ACCEPTANCE

We, the mortgagors and other parties liable for payment of the mortgage, accept the Renewal Offer and agree to the terms and conditions. We agree to pay the principal balance outstanding with interest for the renewal terms selected and to perform all other terms and conditions of this renewal agreement and of the mortgage as so renewed.

If you do not sign and return the renewal by the Expiry Date or if payment of the mortgage is in arrears on the Renewal Date, the mortgage will be renewed for the 12 Months OPEN*** option at 5.99% set out below.

Please indicate your choice of term by initialing the appropriate selection.

Term Months	Interest Rate*	Principal and / or Interest Payment Amount	Realty Taxes	Life Insurance	Total Payment Amount	Maturity Date	Period Months **	Cost of Borrowing Over the term of the loan	Total Principal and Interest payments over the term	Selection (Initial)
12	F 4.99%	$3,302.10	$750.00	$0.00	$4,052.10	Oct 1, 2014	348	$29,918.52	$39,625.20	
12	F 5.99%	$3,671.49	$750.00	$0.00	$4,421.49	Oct 1, 2014	348	$35,882.65	$44,057.88	
24	F 4.99%	$3,302.10	$750.00	$0.00	$4,052.10	Oct 1, 2015	348	$59,346.66	$79,250.40	
36	F 5.49%	$3,484.69	$750.00	$0.00	$4,234.69	Oct 1, 2016	348	$97,191.85	$125,448.84	
60	F 5.99%	$3,671.49	$750.00	$0.00	$4,421.49	Oct 1, 2018	348	$174,131.52	$220,289.40	

* Per annum compounded semi-annually not in advance.
** Period refers to Amortization period for the capital amount of the loan.
*** Auto Renewal / Extension Fee is $500.00.

I/WE ACCEPT THE TERMS, CONDITIONS AND REGULATIONS AS STATED ABOVE ON

THIS 25 DAY OF September, 2013

ACCEPTED BY:

____
Signature of 2148990 Ontario Inc.

____
Signature of Imran Jinnah

Per: ________________________
Habib Nour
Bilingual Mortgage Renewals Specialist
Mortgage Renewals
Tel: 1(416) 601-3042 or Toll Free: 1(855) 270-3630 Ext:3042
Fax: 1(416) 360-6037
HOME TRUST COMPANY
E&OE

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SCHEDULE OF FEES

Servicing and Administration Fees: Home Trust Company charges fees to cover some of the costs of the administration and servicing of mortgage loans. Our current schedule includes the following charges:

$225.00	**NSF/Returned Payment/Late Fee:** Payable for each NSF cheque or other returned payment. Alberta is subject to a $150.00 fee and B.C. and Saskatchewan is subject to a $200.00 fee.
$95.00	**Manual Debit Fee:** Payable for processing a manual debit from the borrower's pre-authorized bank account or for administering any stop payment of a cheque or preauthorized debit or arranging for processing of any payment other than on the payment due date.
$50.00	**Stop Payment/Re-Arrange Payment Fee:** Payable for administering any stop payment of a cheque or other negotiable instrument and for arranging for processing of any payment other than on the payment due date.
$25.00	**Payment Processing Fee:** Payable for processing a cheque or any other form of payment method, to be applied to a mortgage account.
UP TO $500.00	**Fee for Renewal or Conversion of Mortgage Loan for Residential Properties:** Payable for each loan renewal or auto-renewal and for each conversion from an adjustable to a fixed rate. In the case of non-residential properties, the fee is 1/4 of 1% of the outstanding principal balance or $500.00, whichever is greater.
$240.00	**Maintenance Fee:** Annual administration Fee for processing, system upgrades, software licensing, file maintenance, scanning, data storage, data retention and customer service. The fee plus applicable taxes is charged to the mortgage loan account monthly. HST/GST # 10238 8600 RT0001
$100.00	**Fee for Mortgage Loan Statements:** Payable for preparation of each statement. In some provinces, the Borrower(s) are entitled to free periodic statements. In these provinces, the fee will apply to any additional statements only.
$500.00	**Fee for Purchaser Approval:** Payable for processing each application for sale, transfer or other disposal of the Property, whether or not approved or completed.
$240.00	**Tax Administration Fee:** Annual fee for the administration of the property tax account and for the processing and payment of taxes. The fee plus any applicable taxes is charged to the mortgage loan account monthly. HST/GST # 10238 8600 RT0001
$395.00	**Discharge Administration Fee:** Payable for the preparation of a mortgage discharge statement. Discharge fee is not applicable in Alberta. Manitoba and B.C. are subject to a $100.00 and $75.00 Discharge fee, respectively. (Electronic Registration will be an additional cost, if applicable.)
$300.00	**Postponement Fee:** Payable for consideration of each request for a postponement and for completion of postponement documents, whether or not approved or completed.
$100.00	**PPSA Registration Fee:** Including, but not limited to, registration of renewal, discharge, name change, etc.
$300.00	**Insurance Administration fee:** Payable for investigating insurance status, administering changes in insurance and other matters related to insurance on the Property.
$50.00	**Payment Frequency Change:** Payable for all payment frequency changes during the term of the mortgage (i.e. bi-weekly/monthly).
$100.00	**Amortization Adjustment:** Payable for any increase or decrease in the amortization period outside the maturity date of the mortgage.
$25.00	**Amortization Schedule:** Payable for the preparation of each statement other than the one, prepared at mortgage origination.
$1,295.00	**Legal Administration Fee:** Payable for the preparation of a file commencing legal action.
$50.00	**Tax Status Inquiry:** Payable for the preparation of any property tax inquires, other than the year-end statement.

Home Trust Company reserves the right to charge reasonable fees for other administrative services and to amend its fees from time to time.

A schedule of our current servicing: administration fees that will apply to the mortgage is provided in the Disclosure Statement and is available at www.hometrust.ca/fees.aspx.

HOME TRUST

2300-145 King Street West
Toronto, ON M5H 1J8
Tel: 1.877.903.2133
Fax: 1.888.470.2092
www.hometrust.ca

November 7, 2013

2148990 Ontario Inc.
103 Naughton Dr.
Richmond Hill ON L4C 8B3

Dear Sir or Madam,

RE: Residential First Mortgage Number: 10065169
Property Address: 58 Puccini Dr, Richmond Hill, ON L4E 0R5

Your payment of **$4,423.59** has been dishonored by your bank. In accordance with the terms of your mortgage, you are now in default and have been charged **$225.00** Administration fee. If you have made arrangements for this payment and/or have sent your payment already we thank you and ask that you disregard this notice.

Description	Amount Outstanding	Due Date	Days Past Due
Mortgage payment	$ 4,423.59	Nov 1, 2013	6
Total of due items	$ 4,423.59		

Please be advised that if your payment in the sum of **$4,648.59,** inclusive of our administration fee, is not received in our offices by **November 16, 2013** we may commence legal proceedings without further notice to you. Payment can be made by way of credit card, Western Union Quick Collect or certified cheque.

To make a credit card payment, please contact the undersigned.

To make a Western Union Quick Collect payment call 1-800-325-6000 to find an agent near you. Quick Collection Service - Payee: HOME TRUST COMPANY ; Code City: HOMETRUST; Province : ON

Uncertified cheques and partial payments will not be accepted unless special arrangements have been approved by our office.

PLEASE NOTE that if legal proceedings are initiated, it will be your responsibility to deliver the required payments to our offices. Also, any legal costs incurred once legal proceedings have been initiated will be at your expense.

Your prompt attention to this matter is appreciated.

Yours truiy,

S. Jonah

Sylvia Jonah
Mortgage Collection Specialist
Mortgage Collections
Tel: 1(416) 933-6147 or Toll Free: 1(855) 270-3630 Ext:6147
HOME TRUST COMPANY
E&OE

All mortgagors/guarantors in reference to the above noted property have received this correspondence.
ZL67_EN_ON

HOME TRUST

2300-145 King Street West
Toronto, ON M5H 1J8
Tel: 1.877.903.2133
Fax: 1.888.470.2092
www.hometrust.ca

November 7, 2013

2148990 Ontario Inc.
103 Naughton Dr.
Richmond Hill ON L4C 8B3

Dear Sir or Madam,

RE: Residential First Mortgage Number: 10036275
Property Address: 60 Puccini Drive, Richmond Hill, ON L4E 0R5

Your payment of **$4,422.03** has been dishonored by your bank. In accordance with the terms of your mortgage, you are now in default and have been charged **$225.00** Administration fee. If you have made arrangements for this payment and/or have sent your payment already we thank you and ask that you disregard this notice.

Description	**Amount Outstanding**		**Due Date**	**Days Past Due**
Mortgage payment	$	4,422.03	Nov 1, 2013	6
Total of due items	$	4,422.03		

Please be advised that if your payment in the sum of **$4,647.03,** inclusive of our administration fee, is not received in our offices by **November 16, 2013** we may commence legal proceedings without further notice to you. Payment can be made by way of credit card, Western Union Quick Collect or certified cheque.

To make a credit card payment, please contact the undersigned.

To make a Western Union Quick Collect payment call 1-800-325-6000 to find an agent near you. Quick Collection Service - Payee: HOME TRUST COMPANY ; Code City: HOMETRUST; Province : ON

Uncertified cheques and partial payments will not be accepted unless special arrangements have been approved by our office.

PLEASE NOTE that if legal proceedings are initiated, it will be your responsibility to deliver the required payments to our offices. Also, any legal costs incurred once legal proceedings have been initiated will be at your expense.

Your prompt attention to this matter is appreciated.

Yours truly,

S. Jonah

Sylvia Jonah
Mortgage Collection Specialist
Mortgage Collections
Tel: 1(416) 933-6147 or Toll Free: 1(855) 270-3630 Ext:6147
HOME TRUST COMPANY
E&OE

All mortgagors/guarantors in reference to the above noted property have received this correspondence.
ZL67_EN_ON

THIS IS EXHIBIT "G" TO

THE AFFIDAVIT OF IMRAN JINNAH

SWORN BEFORE ME THIS 11TH

DAY OF DECEMBER, 2013.

A Commissioner etc.

Foremost FINANCIAL

Foremost Financial Corporation
Mortgage Investment

January 15th, 2013 Licence # 10342/11654

2147681 Ontario Inc.
c/o Rescon Financial Corporation
3300 Hwy No. 7 Suite 801
Concord Ontario L4K 4M3

Re: First Mortgage loan on 50 Rossini Drive, Richmond Hill, Ontario
(the "Property" or the "Project")

Dear Sirs:

Foremost Financial Corporation, on behalf of their clients and participants (hereinafter referred to as the "Lender/Mortgagee/Chargee") is pleased to advise 2147681 Ontario Inc. (the "Borrower/Chargor(s)/Chargor") that your recent application for first mortgage financing (the "Loan") has been approved subject to the following terms and/or conditions (the "Commitment").

We understand that the Property is a 3,494 sq. ft. single family dwelling situated within the borrowers Symphony Series Subdivision Development . The subject property is currently under construction completed to the drywall stage. The expected time to complete construction will be 10 months.

The terms and conditions of the Loan we have approved are as follows:

Loan Amount: $ 640,000.00

Interest Rate: The greater of TD Canada Trust Prime + 3% p.a. or 8.75% p.a. calculated daily and payable monthly on the first day of the month.

Monthly Payments: Interest only

Term: 12 months

Prepayment:

The Loan is open for repayment at any time, in whole or in part with no bonus of interest.

INS

Commitment Fee:

$ 9,600.00 which amount will be deemed earned by the Lender upon your acceptance of this Commitment but as a consideration to the Borrower may be paid as follows:

$ 2,000
a) ~~$4,000.00~~ upon acceptance of this Commitment;
b) ~~$ 5,600.00~~ balance to be deducted from the initial advance.
$ 7,600

INS

Initial Funding Date:

FEB 15th INS

The initial funds are to be advanced on or before ~~January 28~~th, 2013 or a date mutually agreed upon by the Lender and the Borrower, past which date this Commitment will be at our option null and void and any portion of the Commitment Fee already paid to the Lender will be retained by the Lender. In the event that the Lender agrees to an extension beyond the date specified, the new date will be subject to the then current market terms and conditions as at that date.

Advances:

The first advance shall be advanced as follows;

The sum of :		$ 640,000.00	
	Less:	$ 127,087.00	Cost to complete as determined by an inspection report to be prepared by an inspector assigned by the Chargee(s).
		$ 17,328.00	10% construction Lien Holdback
		$ 28,000.00	Interest reserve
Total Advance approx.		$ 467,585.00	Less any lenders costs & fees

The balance of funds shall be advanced for the purpose of financing the completion of the 3,493 sq. ft. single family dwelling. The money shall be advanced as construction progresses and calculated on a "cost to complete" basis.

The Loan will be advanced in a series of advances not more often than monthly as work on the Project is completed. The Lender shall be paid a fee of $150.00 at the time of each advance.

INS

Interest Reserve:

The Lender will withhold $ 28,000.00 from the initial Loan advance (the "Interest Reserve") which will be used to pay interest on the Loan. Borrower agrees to pay interest on the Loan once the Interest Reserve has been depleted. The Interest Reserve will be invested in short term notes with a Schedule A bank and interest will accrue to the benefit of the Borrower.

Conditions Precedent:

No Loan advances shall be made until there has been delivered to the Lender and where necessary, our approval or acceptance has been given with respect to the following:

1. Signed application and net worth statements and Consent form from the Guarantor.
2. Credit Bureau from the Guarantor.
3. 2011 Notice of Assessment from the Guarantor.
4. Government issued photo Identification on the Guarantor.
5. Copy of the builder's resume
6. Appraisal on the Property indicating a value of not less than $ 1,015,000.00 upon completion .
7. Detailed budget completed on the Lenders budget forms.
8. Lender to be satisfied that the Borrower has sufficient cash equity and has the ability to cover the soft cost of the project.
9. Meeting between the Lender and the mortgagor if the lender deems necessary.
10. Inspection of property.
11. Copy of approved plans showing municipal stamp.
12. Copy of building permit.
13. Lender to receive evidence of Borrower's Tarion registration and enrolment of the house(s) with Tarion.

Security:

The following security, satisfactory in form and content to the Lender and its solicitors, shall be in place before the first advance under the Loan:

1. First mortgage, which will be subject to the Lender's Standard Charge Terms (registered as #201035) and which will be supported by title insurance.
2. General security agreement from the Borrower constituting a first charge against all assets of the Borrower.
3. Joint and several guarantees and postponement of claims for the full amount of the Loan from Imran Jinnah (the "Guarantor")

IN

4. Insurance coverage satisfactory to the Lender naming **Foremost Mortgage Holding Corporation** as an insured party and loss payee as first mortgagee.
5. Cost overrun guarantees from the Guarantors
6. Assignment of building permits and approved plans
7. Assignment of the Interest Reserve
8. Such further and other security and documentation as may be reasonably required by the Lender and its solicitors.

Purchaser Deposits:

Notwithstanding the Loan amount stated herein, in the event the Borrower receives one or more deposits from purchasers, which shall be available for the Borrower's use, the Loan amount shall be reduced by the amount of said deposit(s).

Costs:

Borrower is responsible for payment of all the Lender's out of pocket costs in connection with the Loan (whether or not the Loan is advanced) including legal, appraisal and cost consultant costs.

Erection of a Sign

The Chargee(s) shall have the right to erect a sign, at its expense on the mortgaged premises during the construction period, indicating the source of financing; the location and size of such sign to be mutually agreed upon by the parties hereto.

Broker:

It is understood that Ebrahim Bulbulia c/o Rescon Financial Corporation is the Broker that arranged this loan and that the Borrower is responsible for his fee as set out in the disclosure to Borrower between the Borrower and Broker.

Syndication:

It is understood and agreed that the Lender may be syndicating a portion of this Loan to one or more participants and any information provided to the Lender regarding the Loan may be shared with such participants.

Credit Bureau:

Borrower and Guarantors consent to Lender conducting one or more credit bureau searches as Lender may deem necessary.

IND

Commitment Confirmation:

This Commitment is conditional for 7 days following its acceptance, upon the Lender's credit committee approval of the Loan. If the Loan is not approved then this Commitment shall be null and void and any portion of the Commitment Fee paid hereunder shall be repaid to the Borrower without interest or deduction.

Acceptance:

This Commitment is open for acceptance until 5:00 p.m. on the 18th day of January. 2013, by which time we must receive from you a duly executed copy of this letter together with a cheque payable to Foremost Financial Corporation in trust in the amount of $4,000.00.

We look forward to working with you to bring about a successful closing of the Loan.

Yours truly
Foremost Financial Corporation

Paul Rayment
Vice President- Broker

Accepted this 18 day of JAN 2013

Borrower:

2147681 Ontario Inc.

Per:__________, ASO

Guarantors:

____
Imran Jinnah

____

Mortgage Brokers Act

Transaction No. 03592

Statement of Mortgage

Important

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

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

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

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

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

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

1. **Property to be mortgaged:** (legal description, municipal address and description of buildings)
First Mortgage Loan on 50 Rossini Drive, Richmond Hill, Ontario; being a 3,494 s.f. single family detached dwelling situated within the Symphony Series subdivision. The house is currently completed to drywall stage.

2. **Is the mortgage broker, or any party with other than an arm's length business relationship to the mortgage broker, acting as lender for this mortgage loan?**
[x] No
[ ] Yes If "Yes", describe nature of relationship, name and address of lender:

The Mortgage Broker / Agent is acting on behalf of the Borrower in this transaction.

A signed commitment to fund the mortgage described below was obtained on January 15, 2013 (date).

3. **Principal amount of the** Regular (regular or collateral) 1st (1st, 2nd, 3rd) **mortgage to be repaid by the borrower** $640,000.00.

4. **The principal amount of the mortgage will bear interest at** ______% **per year or at the variable interest rate of** The greater of TD Canada Trust Prime +3% or 8.75% (description), **and will be repayable in** monthly (weekly, monthly, etc.) **instalments of** $ interest only, ______ (plus or including) **interest.**

5. **The Mortgage will be amortized over** NIL **years and interest is to be compounded** Daily (monthly, semi-annually, annually, etc.)

6. **Fees and costs payable by the borrower:** **Check if amount is to be deducted from principal**

i)	Mortgage Brokers fee or commission:		6400 $ ~~9,600.00~~	X
ii)	Bonus:		$	
iii)	Other lenders fees: $4,000 to be paid upon acceptance of Commitment, $5,600 to be deducted from initial advance		$ 9,600.00	X
iv)	Lender's legal fees and estimated disbursements:	Estimate	$ 3,500.00	X
v)	Inspection and appraisal fees:	Estimate	$ 500.00	X
vi)	Other costs or fees payable to persons other than broker or lender (itemize; e.g. registration fees, mortgage fees, insurance fees)	(1)	$	
		(2)	$	
		(3)	$	
		(4)	$	
vii)	Any other amount payable by borrower regarding this mortgage: (Itemize)	(1) Interest Reserve Held Back on Closing	$ 28,000.00	X
		(2) Cost to Completed Held Back on Closing	$ 127,087.00	X
		(3) 10% Construction Lien Hold Back	$ 17,328.00	X
		(4)	$	
		TOTAL:	$ ~~195,615.00~~	192385

Principal Amount	$640,000.00
Less Fees (X in Item 6)	**$195,615.00
equals NET ADVANCE OF FUNDS:	$444,385.00

TOTAL COST OF BORROWING: 12.9646 %
(i.e. costs, including rate of interest shown on mortgage and all costs itemized in paragraph 6, expressed as a percentage accurate to within one eighth of 1 per cent.)

**Includes Interest, CTC and Lien Holdback

Initials: LNJ   Date: Jan 18 2013

Mortgage Brokers Act

Statement of Mortgage

Transaction No. 03592

7. The mortgage will become due and payable in 12 (number) months (months, years), at which time the borrower, if all payments are made on the due date and any prepayment privilege is not used, will owe $ 640,000.00

8. The mortgage is not renewable on the same terms as described in items 4 and 5 above and does not contain any privileges or penalties (including charges for NSF cheques), except as follows:
Refer to Commitment Letter dated January 15, 2013 for further terms and conditions.

9. Other terms and conditions of the mortgage:
Refer to Commitment Letter dated January 15, 2013 for further terms and conditions.

10. This mortgage shall be arranged on or before the 28th day of January (month), 2013 (year).

11. Rescon Financial Corporation (Name of mortgage broker), 10180 (Registration no.)

is presently registered and in good standing as a mortgage broker under the *Mortgage Brokers Act*.

12. The mortgage broker has not requested or required the borrower to sign the mortgage instrument (whether completed or blank) or any commitment to enter into the mortgage, and will not do so until permitted to do so by the regulations made under the *Mortgage Brokers Act*.

12.A Disclosure of Material Risks: The Borrower(s) acknowledge that the Brokerage and Broker / Agent have reviewed and discussed the material risks of mortgage financing. These risks include, but are not limited to, risk items such as the consequences of a default in payment or any other term of the mortgage commitment, and the Events of Default as listed in the Commitment.

13. I have fully completed the above Statement of Mortgage in accordance with the *Mortgage Brokers Act* and regulations.

January 15, 2013
Date

Signature of Mortgage Broker, or of a person authorized to sign on behalf of the mortgage broker

Ebrahim Bulbulia, Broker #M08000647
Print name of person signing

ACKNOWLEDGEMENT

I, Imran Jinnah, 2147681 Ontario Inc. (Print name), of 103 Naughton Drive, Richmond Hill, ON L4C 8B3 (Address), the borrower under the proposed mortgage, have read and fully understand the above Statement of Mortgage furnished to me by: Rescon Financial Corporation, 3300 Highway No. 7, Suite 801, Vaughan, ON L4K 4M3 LIC#10180 (Name and address of mortgage broker)

I have not yet signed the mortgage instrument (whether completed or blank) or a commitment to enter into the mortgage.

I acknowledge receipt of a fully completed copy of this Statement of Mortgage, signed by the mortgage broker.

I acknowledge I hereby waive the 72-hour notice period for executing the Commitment Letter. Initials of Borrower

Jan 18, 2013
Dated By Borrower

Signature of Borrower

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

Irrevocable Acknowledgement and Direction

To:	Rescon Financial Corporation
And To:	Legal Counsel for the Lender
And To:	Foremost Financial Corporation (the "Lender")
And To:	2147681 Ontario Inc. (collectively the "Borrower")

Re: 50 Rossini Drive, Richmond Hill, ON (the "Project")

6,400

We the undersigned acknowledge and agree that the sum of $~~9,600.00~~ is the brokerage fee payable to Rescon Financial Corporation for the arrangement of financing for the Property. Upon successful completion of the financing transaction contemplated by the Lender's commitment letter dated January 15, 2013, and the advance of funds by the Lender, we the undersigned authorize and direct Legal Counsel for the Lender to pay the entire sum of ~~$9,600.00~~ to Rescon Financial Corporation from the net proceeds of the advance.

$6400

And for so doing, shall constitute your good and sufficient authority.

Dated this 18 day of Jan, 2013.

2147681 Ontario Inc.

Per ______________________

Imran Jinnah
Authorized Signing Officer

I have authority to bind the corporation

THIS IS EXHIBIT “H” TO

THE AFFIDAVIT OF IMRAN JINNAH

SWORN BEFORE ME THIS 11TH

DAY OF DECEMBER, 2013.

A Commissioner etc.

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2147650 ONTARIO INC.

FILE CURRENCY : 04DEC 2013

ENQUIRY NUMBER 20131205094655.54 CONTAINS 25 PAGE(S), 8 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

CHAITONS LLP (SD) - SILVIA DURANTE

5000 YONGE STREET, 10TH FLOOR,
TORONTO ON M2N 7E9

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crfj3 09/2013)

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CONTINUED... 2

Ontario

RUN NUMBER : 339
RUN DATE : 2013/12/05
ID : 20131205094655.54

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2147650 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 680428521

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001	001		20120802 1425 1862 5116	P PPSA	5

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR NAME								
03		BUSINESS NAME	2147650 ONTARIO INC.			ONTARIO CORPORATION NO. 2147650			
04		ADDRESS	103 NAUGHTON BLVD			RICHMOND HILL	ON	L4C 8B3	
05	DEBTOR NAME	07OCT1962	IMRAN		JINNAH				
06		BUSINESS NAME				ONTARIO CORPORATION NO.			
07		ADDRESS	103 NAUGHTON DRIVE			RICHMOND HILL	ON	L4C 8B3	
08	SECURED PARTY / LIEN CLAIMANT		HOME TRUST COMPANY OF CANADA						
09		ADDRESS	2300-145 KING STREET WEST			TORONTO	ON	M5H 1J8	

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR NO FIXED MATURITY DATE
10				X			735000	01AUG2013	

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL COLLATERAL DESCRIPTION GENERAL ASSIGNMENT OF RENT FOR PROPERTY LOCATED AT 94 PUCCINI DRIVE,
14 RICHMOND HILL, ONTARIO.
15

16 REGISTERING AGENT CYBERBAHN
17 ADDRESS 400-333 BAY STREET TORONTO ON M5H 2R2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

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Ontario

RUN NUMBER : 339
RUN DATE : 2013/12/05
ID : 20131205094655.54

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(14449)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2147650 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
675809622

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		2		20120124 1450 1590 5194	P PPSA	5

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR							
03	NAME	BUSINESS NAME	2147650 ONTARIO INC.			ONTARIO CORPORATION NO.		
04		ADDRESS	103 NAUGTON DRIVE		RICHMOND HILL		ON	L4C 8B3

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR							
06	NAME	BUSINESS NAME	2148990 ONTARIO INC.			ONTARIO CORPORATION NO.		
07		ADDRESS	103 NAUGHTON DRIVE		RICHMOND HILL		ON	L4C 8B3

08	SECURED PARTY / LIEN CLAIMANT		BANK OF MONTREAL			
09		ADDRESS	100 KING STREET WEST, 11TH FLOOR	TORONTO	ON	M5X 1A1

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10		X	X	X	X					

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL SECURITY INTEREST IN THE PROPERTY USED IN CONNECTION WITH, SITUATE AT
14 COLLATERAL OR ARISING FROM THE OWNERSHIP, DEVELOPMENT, USE OR DISPOSITION OF THE
15 DESCRIPTION LANDS AND PREMISES LEGALLY DESCRIBED IN PROPERTY IDENTIFIER NOS.

16 REGISTERING AGENT FOGLER, RUBINOFF LLP (A. TEIXEIRA)
17 ADDRESS 95 WELLINGTON ST. WEST, SUITE 1200 TD C TORONTO ON M5J 2Z9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)

Ontario

RUN NUMBER : 339
RUN DATE : 2013/12/05
ID : 20131205094655.54

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(14450)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2147650 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 675809622

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		2		20120124 1450 1590 5194		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR				
03	NAME	BUSINESS NAME	2148993 ONTARIO INC.		

ONTARIO CORPORATION NO.
04 ADDRESS 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR				
06	NAME	BUSINESS NAME	2147681 ONTARIO INC.		

ONTARIO CORPORATION NO.
07 ADDRESS 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL 03206-3408 LT, 03206-3410 LT, 03206-3411 LT AND 03206-3450 LT AND
14 COLLATERAL KNOWN AS THE PHASE III LANDS IN THE PUCCINI PROJECT, RICHMOND HILL,
15 DESCRIPTION ONTARIO.

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 5

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2147650 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
670345587

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		002		20110602 1143 1862 0808	P PPSA	3

02 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
03 BUSINESS NAME: 2148990 ONTARIO INC.
ONTARIO CORPORATION NO.
04 ADDRESS: 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

05 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
06 BUSINESS NAME: 2148993 ONTARIO INC.
ONTARIO CORPORATION NO.
07 ADDRESS: 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

08 SECURED PARTY / LIEN CLAIMANT: JACK GREENBERG IN TRUST
09 ADDRESS: 204-181 EGLINTON AVE EAST TORONTO ON M4P 1J4

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10				X	X		3200000	02JUN2012		

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL COLLATERAL DESCRIPTION: ASSIGNMENT OF ALL CASH DEPOSITS AND CASH SECURITY OR CASH
14 COLLATERALIZATIONS OF LETTERS OF CREDIT IN RELATION TO THE HOMES TO
15 BE CONSTRUCTED ON LANDS PREVIOUSLY KNOWN AS 56-58-60-62-64-66-68-70

16 REGISTERING AGENT: JACK GREENBERG
17 ADDRESS: 204-181 EGLINTON AVE. E. TORONTO ON M4P 1J4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 6

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

63

RUN NUMBER : 339
RUN DATE : 2013/12/05
ID : 20131205094655.54

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2147650 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
670345587

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002	002		20110602 1143 1862 0808		

02 DEBTOR — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
03 NAME — BUSINESS NAME: 2147650 ONTARIO INC.
ONTARIO CORPORATION NO.
04 ADDRESS: 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

05 DEBTOR — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
06 NAME — BUSINESS NAME: 2147681 ONTARIO INC.
ONTARIO CORPORATION NO.
07 ADDRESS: 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL PUCCINI DRIVE, RICHMOND HILL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 7

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)

Ontario

RUN NUMBER : 339
RUN DATE : 2013/12/05
ID : 20131205094655.54

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 7
(14453)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2147650 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 670345632

01

CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001		002		20110602 1144 1862 0809	P PPSA	3

02 DEBTOR — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
03 NAME — BUSINESS NAME: 2148990 ONTARIO INC. — ONTARIO CORPORATION NO.
04 ADDRESS: 103 NAUGHTON DRIVE — RICHMOND HILL — ON — L4C 8B3

05 DEBTOR — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
06 NAME — BUSINESS NAME: 2148993 ONTARIO INC. — ONTARIO CORPORATION NO.
07 ADDRESS: 103 NAUGHTON DRIVE — RICHMOND HILL — ON — L4C 8B3

08 SECURED PARTY / LIEN CLAIMANT: 53 PUCCINI MORTGAGE CORP.
09 ADDRESS: 204-181 EGLINTON AVE EAST — TORONTO — ON — M4P 1J4

COLLATERAL CLASSIFICATION

10

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
		X		X		2000000	02JUN2012		

11 MOTOR — YEAR / MAKE / MODEL / V.I.N.
12 VEHICLE

13 GENERAL — ASSIGNMENT OF ALL CASH DEPOSITS AND CASH SECURITY OR CASH
14 COLLATERAL — COLLATERALIZATIONS OF LETTERS OF CREDIT IN RELATION TO THE HOMES TO
15 DESCRIPTION — BE CONSTRUCTED ON LANDS PREVIOUSLY KNOWN AS 56-58-60-62-64-66-68-70

16 REGISTERING AGENT: JACK GREENBERG
17 ADDRESS: 204-181 EGLINTON AVE. E. — TORONTO — ON — M4P 1J4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 8

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY / LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

165

Ontario

RUN NUMBER : 339
RUN DATE : 2013/12/05
ID : 20131205094655.54

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2147650 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
670345632

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		002		20110602 1144 1862 0809		

02 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
03 BUSINESS NAME 2147650 ONTARIO INC.
ONTARIO CORPORATION NO.
04 ADDRESS 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

05 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
06 BUSINESS NAME 2147681 ONTARIO INC.
ONTARIO CORPORATION NO.
07 ADDRESS 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL PUCCINI DRIVE, RICHMOND HILL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 9

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2147650 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

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         FILE NUMBER
00        670345659

        CAUTION    PAGE      TOTAL          MOTOR VEHICLE    REGISTRATION           REGISTERED   REGISTRATION
        FILING     NO.  OF   PAGES          SCHEDULE         NUMBER                 UNDER        PERIOD
01                 001       002                             20110602 1144 1862 0810  P PPSA       3

              DATE OF BIRTH      FIRST GIVEN NAME      INITIAL   SURNAME
02   DEBTOR
03   NAME          BUSINESS NAME  2148990 ONTARIO INC.
                                                                                  ONTARIO CORPORATION NO.
04                       ADDRESS  103 NAUGHTON DRIVE               RICHMOND HILL          ON      L4C 8B3

              DATE OF BIRTH      FIRST GIVEN NAME      INITIAL   SURNAME
05   DEBTOR
06   NAME          BUSINESS NAME  2148993 ONTARIO INC.
                                                                                  ONTARIO CORPORATION NO.
07                       ADDRESS  103 NAUGHTON DRIVE               RICHMOND HILL          ON      L4C 8B3

08   SECURED PARTY /              NASTELL INVESTMENTS LIMITED
     LIEN CLAIMANT
09                       ADDRESS  204-181 EGLINTON AVE EAST        TORONTO                ON      M4P 1J4

     COLLATERAL CLASSIFICATION
          CONSUMER                                          MOTOR VEHICLE  AMOUNT    DATE OF           NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER        INCLUDED                 MATURITY    OR    MATURITY DATE
10                                    X        X                           3200000   02JUN2012

          YEAR MAKE                        MODEL                  V.I.N.
11   MOTOR
12   VEHICLE

13   GENERAL          ASSIGNMENT OF ALL CASH DEPOSITS AND CASH SECURITY OR CASH
14   COLLATERAL       COLLATERALIZATIONS OF LETTERS OF CREDIT IN RELATION TO THE HOMES TO
15   DESCRIPTION      BE CONSTRUCTED ON LANDS PREVIOUSLY KNOWN AS 56-58-60-62-64-66-68-70

16   REGISTERING                  JACK GREENBERG
     AGENT
17                       ADDRESS  204-181 EGLINTON AVE. E.         TORONTO                ON      M4P 1J4

                    *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
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CONTINUED... 10

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2147650 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
670345659

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002	002		20110602 1144 1862 0810		

02 DEBTOR — DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
03 NAME — BUSINESS NAME: 2147650 ONTARIO INC.
ONTARIO CORPORATION NO.
04 ADDRESS: 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

05 DEBTOR — DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
06 NAME — BUSINESS NAME: 2147681 ONTARIO INC.
ONTARIO CORPORATION NO.
07 ADDRESS: 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION
CONSUMER GOODS | INVENTORY | EQUIPMENT | ACCOUNTS | OTHER | MOTOR VEHICLE INCLUDED | AMOUNT | DATE OF MATURITY | OR | NO FIXED MATURITY DATE
10

11 MOTOR — YEAR | MAKE | MODEL | V.I.N.
12 VEHICLE

13 GENERAL PUCCINI DRIVE, RICHMOND HILL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 11

CERTIFIED BY/CERTIFIÉES PAR
168
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2147650 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 669856356

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		3		20110513 1144 1590 1756	P PPSA	5

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR NAME							
03		BUSINESS NAME	2147681 ONTARIO INC.				ONTARIO CORPORATION NO.	
04		ADDRESS	103 NAUGHTON DRIVE			RICHMOND HILL	ON	L4C 8B3
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR NAME							
06		BUSINESS NAME	2147650 ONTARIO INC.				ONTARIO CORPORATION NO.	
07		ADDRESS	103 NAUGHTON DRIVE			RICHMOND HILL	ON	L4C 8B3
08	SECURED PARTY / LIEN CLAIMANT		BANK OF MONTREAL					
09		ADDRESS	100 KING STREET WEST, 11TH FLOOR			TORONTO	ON	M5X 1A1

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10		X	X	X	X					

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL SECURITY INTEREST IN THE PROPERTY USED IN CONNECTION WITH, SITUATE AT
14 COLLATERAL OR ARISING FROM THE OWNERSHIP, DEVELOPMENT, USE OR DISPOSITION OF THE
15 DESCRIPTION LANDS AND PREMISES LEGALLY DESCRIBED AS LOTS 2-6 AND LOTS 8-21, PLAN

16 REGISTERING AGENT FOGLER, RUBINOFF LLP (A. TEIXEIRA)
17 ADDRESS 95 WELLINGTON ST. WEST, SUITE 1200 TD C TORONTO ON M5J 2Z9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 12

CERTIFIED BY/CERTIFIÉES PAR
169
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

RUN NUMBER : 339
RUN DATE : 2013/12/05
ID : 20131205094655.54

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 12
(14458)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2147650 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
669856356

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		3		20110513 1144 1590 1756		

02 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
03 BUSINESS NAME — ONTARIO CORPORATION NO.
04 ADDRESS

05 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
06 BUSINESS NAME — ONTARIO CORPORATION NO.
07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL 65M4249, TOWN OF RICHMOND HILL AS REPRESENTED BY PROPERTY IDENTIFIER
14 COLLATERAL NOS. 03206-3419 TO AND INCLUDING 03206-3423 AND NOS. 03206-3425 TO
15 DESCRIPTION AND INCLUDING 03206-3438 AND KNOWN AS THE PHASE II LANDS IN THE

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 13

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2147650 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
669856356

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		003		3		20110513 1144 1590 1756		

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME ONTARIO CORPORATION NO.
04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME ONTARIO CORPORATION NO.
07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE

13 GENERAL PUCCINI PROJECT, RICHMOND HILL, ONTARIO.
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 14

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2147650 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 655289064

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		4		20090731 1116 1590 9041	P PPSA	5

DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME

02 DEBTOR
03 NAME BUSINESS NAME 2148991 ONTARIO INC.
ONTARIO CORPORATION NO.
04 ADDRESS 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME

05 DEBTOR
06 NAME BUSINESS NAME 2147650 ONTARIO INC.
ONTARIO CORPORATION NO.
07 ADDRESS 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

08 SECURED PARTY / LIEN CLAIMANT BANK OF MONTREAL
09 ADDRESS 100 KING STREET WEST, 11TH FLOOR TORONTO ON M5X 1A1

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10		X	X	X	X					

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR				
12 VEHICLE				

13 GENERAL COLLATERAL DESCRIPTION GUARANTEE AND POSTPONEMENT OF CLAIM IN RESPECT OF 2148990 ONTARIO
14 INC. AND 2148993 ONTARIO INC., RELATING TO THE PROPERTY USED IN
15 CONNECTION WITH, SITUATE AT OR ARISING FROM THE OWNERSHIP,

16 REGISTERING AGENT FOGLER, RUBINOFF LLP (A. TEIXEIRA)
17 ADDRESS 1200 95 WELLINGTON ST. WEST, SUITE 1200 TORONTO ON M5J 2Z9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 15

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
172
(crj1fs 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2147650 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER						
00	655289064						
	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002	4		20090731 1116 1590 9041		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
02	DEBTOR					
03	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.
04		ADDRESS				
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR					
06	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.
07		ADDRESS				
08	SECURED PARTY /					
09	LIEN CLAIMANT	ADDRESS				

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL COLLATERAL DESCRIPTION DEVELOPMENT, USE OR DISPOSITION OF THE LANDS AND PREMISES LEGALLY
14 DESCRIBED AS LT 7, PL M807, S/T LB43081, RICHMOND HILL AS REPRESENTED
15 BY PROPERTY IDENTIFIER 03206-0307 (LT) AND LT 60, PL M807, RICHMOND

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 16

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2147650 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
655289064

01 CAUTION FILING | PAGE NO. | OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER | REGISTRATION PERIOD
003 | | 4 | | 20090731 1116 1590 9041

02 DEBTOR NAME — DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
03 BUSINESS NAME
ONTARIO CORPORATION NO.
04 ADDRESS

05 DEBTOR NAME — DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
06 BUSINESS NAME
ONTARIO CORPORATION NO.
07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION
CONSUMER GOODS | INVENTORY | EQUIPMENT | ACCOUNTS | OTHER | MOTOR VEHICLE INCLUDED | AMOUNT | DATE OF MATURITY | OR | NO FIXED MATURITY DATE
10

11 MOTOR — YEAR | MAKE | MODEL | V.I.N.
12 VEHICLE

13 GENERAL HILL AS REPRESENTED BY PROPERTY IDENTIFIER NUMBER 03206-0308 (LT) AND
14 COLLATERAL LT 5, PL M807, S/T LB43081, RICHMOND HILL AS REPRESENTED BY PROPERTY
15 DESCRIPTION IDENTIFIER NUMBER 03206-0305 (LT) AND LT 6, PL M807, S/T LB43081,

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 17

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2147650 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
655289064

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		004		4		20090731 1116 1590 9041		

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME
ONTARIO CORPORATION NO.
04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME
ONTARIO CORPORATION NO.
07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION
CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
10

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE

13 GENERAL RICHMOND HILL AS REPRESENTED BY PROPERTY IDENTIFIER NUMBER 03206-0306
14 COLLATERAL (LT)
15 DESCRIPTION

16 REGISTERING
17 AGENT
ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 18

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

5

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2147650 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 650849733

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		003		20090106 0954 1862 7234	P PPSA	5

02 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
03 BUSINESS NAME 2147650 ONTARIO INC.
ONTARIO CORPORATION NO.
04 ADDRESS 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

05 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
06 BUSINESS NAME 2147681 ONTARIO INC.
ONTARIO CORPORATION NO.
07 ADDRESS 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

08 SECURED PARTY / LIEN CLAIMANT DAPAUL MANAGEMENT LIMITED
09 ADDRESS 204-181 EGLINTON AVE. E. TORONTO ON M4P 1J4

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10					X		5500000	16DEC2010		

11 MOTOR VEHICLE — YEAR MAKE / MODEL / V.I.N.
12

13 GENERAL COLLATERAL DESCRIPTION ASSIGNMENT OF PROCEEDS UNDER AGREEMENTS OF PURCHASE AND SALE.
14
15

16 REGISTERING AGENT JACK GREENBERG
17 ADDRESS 204-181 EGLINTON AVE. E. TORONTO ON M4P 1J4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 19

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2147650 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
650849733

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		003		20090106 0954 1862 7234		

02 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
03 BUSINESS NAME: 2148991 ONTARIO INC.
ONTARIO CORPORATION NO.
04 ADDRESS: 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

05 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
06 BUSINESS NAME: SILVER STREAMS HOMES (PUCCINI) INC.
ONTARIO CORPORATION NO.
07 ADDRESS: 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 20

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

7

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2147650 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 650849733

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		003		003		20090106 0954 1862 7234		

02 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
03 BUSINESS NAME: SYMPHONY SERIES CO-TENANCY CORP. — ONTARIO CORPORATION NO.
04 ADDRESS: 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

05 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
06 BUSINESS NAME: SILVER STREAMS HOMES INC. — ONTARIO CORPORATION NO.
07 ADDRESS: 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION
10 CONSUMER GOODS | INVENTORY | EQUIPMENT | ACCOUNTS | OTHER | MOTOR VEHICLE INCLUDED | AMOUNT | DATE OF MATURITY | OR | NO FIXED MATURITY DATE

11 MOTOR
12 VEHICLE — YEAR / MAKE / MODEL / V.I.N.

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT — ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 21

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

RUN NUMBER : 339
RUN DATE : 2013/12/05
ID : 20131205094655.54

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2147650 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER
01 | 001 | 002 | | 20110526 1409 1862 0121 |

21 RECORD REFERENCED | FILE NUMBER 650849733

PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED | RENEWAL YEARS | CORRECT PERIOD
22 | X | J OTHER

FIRST GIVEN NAME | INITIAL | SURNAME
23 REFERENCE
24 DEBTOR/ TRANSFEROR | BUSINESS NAME 2148991 ONTARIO INC.

25 OTHER CHANGE SUBORDINATION
26 REASON/ TO POSTPONE AND SUBORDINATE FILE #650849733 IN FAVOUR OF DAPAUL
27 DESCRIPTION MANAGEMENT LIMITED UNDER REGISTRATION NO. 20090106095418627234 TO
28 FILE NO. 670001184 IN FAVOUR OF CAREVEST CAPITAL INC. UNDER
02/ DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS
COLLATERAL CLASSIFICATION
CONSUMER GOODS | INVENTORY | EQUIPMENT | ACCOUNTS | OTHER | MOTOR VEHICLE INCLUDED | AMOUNT | DATE OF MATURITY | OR | NO FIXED MATURITY DATE
10

YEAR | MAKE | MODEL | V.I.N.
11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR JACK GREENBERG
17 SECURED PARTY/ ADDRESS 204-181 EGLINTON AVE. E. TORONTO ON M4P 1J4
LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 22

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fs 09/2013)

9

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2147650 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		002	002		20110526 1409 1862 0121	

21 RECORD REFERENCED FILE NUMBER 650849733

PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED | RENEWAL YEARS | CORRECT PERIOD
22

FIRST GIVEN NAME | INITIAL | SURNAME
23 REFERENCE
24 DEBTOR/ BUSINESS NAME
TRANSFEROR

25 OTHER CHANGE SUBORDINATION
26 REASON/ REGISTRATION NO. 20110519110218629577.
27 DESCRIPTION
28

02/ DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE

10

YEAR | MAKE | MODEL | V.I.N.
11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR
17 SECURED PARTY/ ADDRESS
LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 23

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fs 09/2013)

30

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2147650 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001	002		20110526 1409 1862 0125	

21 RECORD REFERENCED FILE NUMBER 650849733

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	J OTHER		

23 REFERENCE DEBTOR/ TRANSFEROR — FIRST GIVEN NAME / INITIAL / SURNAME
24 BUSINESS NAME SILVER STREAMS HOMES INC.

25 OTHER CHANGE SUBORDINATION
26 REASON/ TO POSTPONE AND SUBORDINATE FILE #650849733 IN FAVOUR OF DAPAUL
27 DESCRIPTION MANAGEMENT LIMITED UNDER REGISTRATION NO. 20090106095418627234 TO
28 FILE NO. 670002111 IN FAVOUR OF CAREVEST CAPITAL INC. UNDER

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR JACK GREENBERG
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS 204-181 EGLINTON AVE. E. TORONTO ON M4P 1J4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 24

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj2fs 09/2013)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2147650 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		002	002		20110526 1409 1862 0125	

21 RECORD REFERENCED FILE NUMBER 650849733

22 PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL YEARS CORRECT PERIOD

23 REFERENCE FIRST GIVEN NAME INITIAL SURNAME
24 DEBTOR/ TRANSFEROR BUSINESS NAME

25 OTHER CHANGE SUBORDINATION
26 REASON/ REGISTRATION NO. 20110519110218629578.
27 DESCRIPTION
28

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 25

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj2fs 09/2013)
2
Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2147650 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
680428521	20120802 1425 1862 5116			
675809622	20120124 1450 1590 5194			
670345587	20110602 1143 1862 0808			
670345632	20110602 1144 1862 0809			
670345659	20110602 1144 1862 0810			
669856356	20110513 1144 1590 1756			
655289064	20090731 1116 1590 9041			
650849733	20090106 0954 1862 7234	20110526 1409 1862 0121	20110526 1409 1862 0125	

10 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj3 09/2013)

3

Ontario

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2147681 ONTARIO INC.

FILE CURRENCY : 04DEC 2013

ENQUIRY NUMBER 20131205094428.56 CONTAINS 22 PAGE(S), 7 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

CHAITONS LLP (SD) - SILVIA DURANTE

5000 YONGE STREET, 10TH FLOOR,
TORONTO ON M2N 7E9

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crfj3 09/2013)

CONTINUED... 2

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2147681 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 684748125

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001	002		20130215 1712 1862 9069	P PPSA	2

02 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
03 BUSINESS NAME 2147681 ONTARIO INC. — ONTARIO CORPORATION NO. 2147681
04 ADDRESS 181 EGLINTON AVENUE EAST, SUITE 204 TORONTO ONT M4P 1J4

05 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
06 BUSINESS NAME — ONTARIO CORPORATION NO.
07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT FOREMOST MORTGAGE HOLDING CORPORATION
09 ADDRESS 26 LESMILL ROAD, UNIT 1B TORONTO ONT M3B 2T5

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10		X	X	X	X					

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE

13 GENERAL COLLATERAL DESCRIPTION SECURITY AGREEMENT IN CONNECTION WITH THE CONSTRUCTION OF A HOUSE AT
14 50 ROSSINI DRIVE, RICHMOND HILL AND ALL OF THE CHATTELS FIXTURES AND
15 IMPROVEMENTS WHETHER ON SITE OR OFF SITE IN CONNECTION WITH THE

16 REGISTERING AGENT HARVEY MANDEL
17 ADDRESS 55 QUEEN STREET EAST, SUITE 203 TORONTO ONT M5C 1R6

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

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Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2147681 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
684748125

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		002		20130215 1712 1862 9069		

02 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
03 BUSINESS NAME — ONTARIO CORPORATION NO.
04 ADDRESS

05 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
06 BUSINESS NAME — ONTARIO CORPORATION NO.
07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

11 MOTOR — YEAR — MAKE — MODEL — V.I.N.
12 VEHICLE

13 GENERAL COLLATERAL DESCRIPTION
CONSTRUCTION AND ALL DEPOSITS FOR THE SAME AS WELL AS THE DEPOSIT FOR
14 THE SALE OF THE HOUSE AND ALL ARCHITECTURAL DRAWINGS AND OTHER
15 DOCUMENTS AS SET OUT IN THE SECURITY AGREEMENT

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2147681 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
675809622

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		2		20120124 1450 1590 5194	P PPSA	5

DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
02 DEBTOR
03 NAME BUSINESS NAME 2147650 ONTARIO INC.
ONTARIO CORPORATION NO.
04 ADDRESS 103 NAUGTON DRIVE RICHMOND HILL ON L4C 8B3

DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
05 DEBTOR
06 NAME BUSINESS NAME 2148990 ONTARIO INC.
ONTARIO CORPORATION NO.
07 ADDRESS 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

08 SECURED PARTY / LIEN CLAIMANT BANK OF MONTREAL
09 ADDRESS 100 KING STREET WEST, 11TH FLOOR TORONTO ON M5X 1A1

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10		X	X	X	X					

YEAR MAKE | MODEL | V.I.N.
11 MOTOR
12 VEHICLE

13 GENERAL SECURITY INTEREST IN THE PROPERTY USED IN CONNECTION WITH, SITUATE AT
14 COLLATERAL OR ARISING FROM THE OWNERSHIP, DEVELOPMENT, USE OR DISPOSITION OF THE
15 DESCRIPTION LANDS AND PREMISES LEGALLY DESCRIBED IN PROPERTY IDENTIFIER NOS.

16 REGISTERING AGENT FOGLER, RUBINOFF LLP (A. TEIXEIRA)
17 ADDRESS 95 WELLINGTON ST. WEST, SUITE 1200 TD C TORONTO ON M5J 2Z9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 5

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

88

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2147681 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 675809622

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		2		20120124 1450 1590 5194		

02 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
03 BUSINESS NAME: 2148993 ONTARIO INC.
ONTARIO CORPORATION NO.
04 ADDRESS: 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

05 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
06 BUSINESS NAME: 2147681 ONTARIO INC.
ONTARIO CORPORATION NO.
07 ADDRESS: 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION
CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
10

11 MOTOR — YEAR MAKE MODEL V.I.N.
12 VEHICLE

13 GENERAL COLLATERAL DESCRIPTION 03206-3408 LT, 03206-3410 LT, 03206-3411 LT AND 03206-3450 LT AND
14 KNOWN AS THE PHASE III LANDS IN THE PUCCINI PROJECT, RICHMOND HILL,
15 ONTARIO.

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 6

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2147681 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 670345587

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001	002		20110602 1143 1862 0808	P PPSA	3

02 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
03 BUSINESS NAME 2148990 ONTARIO INC.
ONTARIO CORPORATION NO.
04 ADDRESS 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

05 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
06 BUSINESS NAME 2148993 ONTARIO INC.
ONTARIO CORPORATION NO.
07 ADDRESS 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

08 SECURED PARTY / LIEN CLAIMANT JACK GREENBERG IN TRUST
09 ADDRESS 204-181 EGLINTON AVE EAST TORONTO ON M4P 1J4

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10			X		X		3200000	02JUN2012		

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR				
12 VEHICLE				

13 GENERAL ASSIGNMENT OF ALL CASH DEPOSITS AND CASH SECURITY OR CASH
14 COLLATERAL COLLATERALIZATIONS OF LETTERS OF CREDIT IN RELATION TO THE HOMES TO
15 DESCRIPTION BE CONSTRUCTED ON LANDS PREVIOUSLY KNOWN AS 56-58-60-62-64-66-68-70

16 REGISTERING AGENT JACK GREENBERG
17 ADDRESS 204-181 EGLINTON AVE. E. TORONTO ON M4P 1J4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 7

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(cr1fc 09/2013)

Ontario

RUN NUMBER : 339
RUN DATE : 2013/12/05
ID : 20131205094428.56

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 7
(14416)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2147681 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER
00	670345587

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		002		20110602 1143 1862 0808		

			DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
02	DEBTOR							
03	NAME	BUSINESS NAME		2147650 ONTARIO INC.				ONTARIO CORPORATION NO.
04		ADDRESS		103 NAUGHTON DRIVE			RICHMOND HILL	ON L4C 8B3

			DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
05	DEBTOR							
06	NAME	BUSINESS NAME		2147681 ONTARIO INC.				ONTARIO CORPORATION NO.
07		ADDRESS		103 NAUGHTON DRIVE			RICHMOND HILL	ON L4C 8B3

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL PUCCINI DRIVE, RICHMOND HILL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 8

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

RUN NUMBER : 339
RUN DATE : 2013/12/05
ID : 20131205094428.56

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2147681 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
670345632

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001	002		20110602 1144 1862 0809	P PPSA	3

DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
02 DEBTOR
03 NAME BUSINESS NAME 2148990 ONTARIO INC.
ONTARIO CORPORATION NO.
04 ADDRESS 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
05 DEBTOR
06 NAME BUSINESS NAME 2148993 ONTARIO INC.
ONTARIO CORPORATION NO.
07 ADDRESS 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

08 SECURED PARTY / LIEN CLAIMANT 53 PUCCINI MORTGAGE CORP.
09 ADDRESS 204-181 EGLINTON AVE EAST TORONTO ON M4P 1J4

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10				X	X		2000000	02JUN2012		

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL ASSIGNMENT OF ALL CASH DEPOSITS AND CASH SECURITY OR CASH
14 COLLATERAL COLLATERALIZATIONS OF LETTERS OF CREDIT IN RELATION TO THE HOMES TO
15 DESCRIPTION BE CONSTRUCTED ON LANDS PREVIOUSLY KNOWN AS 56-58-60-62-64-66-68-70

16 REGISTERING AGENT JACK GREENBERG
17 ADDRESS 204-181 EGLINTON AVE. E. TORONTO ON M4P 1J4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 9

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2147681 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 670345632

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		002		20110602 1144 1862 0809		

02 DEBTOR NAME — DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
03 BUSINESS NAME: 2147650 ONTARIO INC. — ONTARIO CORPORATION NO.
04 ADDRESS: 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

05 DEBTOR NAME — DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
06 BUSINESS NAME: 2147681 ONTARIO INC. — ONTARIO CORPORATION NO.
07 ADDRESS: 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

11 MOTOR — YEAR | MAKE | MODEL | V.I.N.
12 VEHICLE

13 GENERAL PUCCINI DRIVE, RICHMOND HILL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 10

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2147681 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 670345659

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		002		20110602 1144 1862 0810	P PPSA	3

02 DEBTOR NAME — DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
03 BUSINESS NAME: 2148990 ONTARIO INC.
ONTARIO CORPORATION NO.
04 ADDRESS: 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

05 DEBTOR NAME — DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
06 BUSINESS NAME: 2148993 ONTARIO INC.
ONTARIO CORPORATION NO.
07 ADDRESS: 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

08 SECURED PARTY / LIEN CLAIMANT: NASTELL INVESTMENTS LIMITED
09 ADDRESS: 204-181 EGLINTON AVE EAST TORONTO ON M4P 1J4

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10				X	X		3200000	02JUN2012		

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR				
12 VEHICLE				

13 GENERAL COLLATERAL DESCRIPTION: ASSIGNMENT OF ALL CASH DEPOSITS AND CASH SECURITY OR CASH
14 COLLATERALIZATIONS OF LETTERS OF CREDIT IN RELATION TO THE HOMES TO
15 BE CONSTRUCTED ON LANDS PREVIOUSLY KNOWN AS 56-58-60-62-64-66-68-70

16 REGISTERING AGENT: JACK GREENBERG
17 ADDRESS: 204-181 EGLINTON AVE. E. TORONTO ON M4P 1J4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 11

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2147681 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 670345659

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		002		20110602 1144 1862 0810		

02 DEBTOR NAME — DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
03 BUSINESS NAME 2147650 ONTARIO INC.
ONTARIO CORPORATION NO.
04 ADDRESS 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

05 DEBTOR NAME — DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
06 BUSINESS NAME 2147681 ONTARIO INC.
ONTARIO CORPORATION NO.
07 ADDRESS 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

11 MOTOR
12 VEHICLE — YEAR | MAKE | MODEL | V.I.N.

13 GENERAL PUCCINI DRIVE, RICHMOND HILL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 12

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(cij1s 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2147681 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
669856356

01

CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001		3		20110513 1144 1590 1756	P PPSA	5

DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
02 DEBTOR NAME
03 BUSINESS NAME 2147681 ONTARIO INC.
ONTARIO CORPORATION NO.
04 ADDRESS 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
05 DEBTOR NAME
06 BUSINESS NAME 2147650 ONTARIO INC.
ONTARIO CORPORATION NO.
07 ADDRESS 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

08 SECURED PARTY / LIEN CLAIMANT BANK OF MONTREAL
09 ADDRESS 100 KING STREET WEST, 11TH FLOOR TORONTO ON M5X 1A1

COLLATERAL CLASSIFICATION

10

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
	X	X	X	X				

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE

13 GENERAL SECURITY INTEREST IN THE PROPERTY USED IN CONNECTION WITH, SITUATE AT
14 COLLATERAL OR ARISING FROM THE OWNERSHIP, DEVELOPMENT, USE OR DISPOSITION OF THE
15 DESCRIPTION LANDS AND PREMISES LEGALLY DESCRIBED AS LOTS 2-6 AND LOTS 8-21, PLAN

16 REGISTERING AGENT FOGLER, RUBINOFF LLP (A. TEIXEIRA)
17 ADDRESS 95 WELLINGTON ST. WEST, SUITE 1200 TD C TORONTO ON M5J 2Z9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 13

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

96

Ontario

RUN NUMBER : 339
RUN DATE : 2013/12/05
ID : 20131205094428.56

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2147681 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
669856356

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		3		20110513 1144 1590 1756		

02 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
03 BUSINESS NAME — ONTARIO CORPORATION NO.
04 ADDRESS

05 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
06 BUSINESS NAME — ONTARIO CORPORATION NO.
07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

11 MOTOR — YEAR — MAKE — MODEL — V.I.N.
12 VEHICLE

13 GENERAL 65M4249, TOWN OF RICHMOND HILL AS REPRESENTED BY PROPERTY IDENTIFIER
14 COLLATERAL NOS. 03206-3419 TO AND INCLUDING 03206-3423 AND NOS. 03206-3425 TO
15 DESCRIPTION AND INCLUDING 03206-3438 AND KNOWN AS THE PHASE II LANDS IN THE

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 14

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

197

Ontario

RUN NUMBER : 339
RUN DATE : 2013/12/05
ID : 20131205094428.56

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2147681 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 669856356

01	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
		003		3		20110513 1144 1590 1756		

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME
ONTARIO CORPORATION NO.
04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME
ONTARIO CORPORATION NO.
07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION
CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
10

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE

13 GENERAL PUCCINI PROJECT, RICHMOND HILL, ONTARIO.
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 15

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

108

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2147681 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 650849733

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		003		20090106 0954 1862 7234	P PPSA	5

02 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
03 BUSINESS NAME: 2147650 ONTARIO INC. — ONTARIO CORPORATION NO.
04 ADDRESS: 103 NAUGHTON DRIVE, RICHMOND HILL, ON L4C 8B3

05 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
06 BUSINESS NAME: 2147681 ONTARIO INC. — ONTARIO CORPORATION NO.
07 ADDRESS: 103 NAUGHTON DRIVE, RICHMOND HILL, ON L4C 8B3

08 SECURED PARTY / LIEN CLAIMANT: DAPAUL MANAGEMENT LIMITED
09 ADDRESS: 204-181 EGLINTON AVE. E., TORONTO, ON M4P 1J4

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10					X		5500000	16DEC2010		

11 MOTOR
12 VEHICLE — YEAR / MAKE / MODEL / V.I.N.

13 GENERAL
14 COLLATERAL
15 DESCRIPTION — ASSIGNMENT OF PROCEEDS UNDER AGREEMENTS OF PURCHASE AND SALE.

16 REGISTERING AGENT: JACK GREENBERG
17 ADDRESS: 204-181 EGLINTON AVE. E., TORONTO, ON M4P 1J4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 16

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2010)

109

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2147681 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
650849733

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		003		20090106 0954 1862 7234		

02 DEBTOR — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
03 NAME — BUSINESS NAME: 2148991 ONTARIO INC.
ONTARIO CORPORATION NO.
04 ADDRESS: 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

05 DEBTOR — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
06 NAME — BUSINESS NAME: SILVER STREAMS HOMES (PUCCINI) INC.
ONTARIO CORPORATION NO.
07 ADDRESS: 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION
CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
10

YEAR MAKE MODEL V.I.N.
11 MOTOR
12 VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 17

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2147681 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
650849733

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		003		003		20090106 0954 1862 7234		

02 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
03 BUSINESS NAME: SYMPHONY SERIES CO-TENANCY CORP.
ONTARIO CORPORATION NO.
04 ADDRESS: 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

05 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
06 BUSINESS NAME: SILVER STREAMS HOMES INC.
ONTARIO CORPORATION NO.
07 ADDRESS: 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

11 MOTOR VEHICLE — YEAR MAKE — MODEL — V.I.N.
12

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 18

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
201
(crj1fs 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2147681 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

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         CAUTION     PAGE      TOTAL  MOTOR VEHICLE    REGISTRATION        REGISTERED
         FILING      NO.  OF   PAGES  SCHEDULE         NUMBER              UNDER
01                   001       002                20110526 1409 1862 0121
21   RECORD       FILE NUMBER  650849733
     REFERENCED
                                                                        RENEWAL   CORRECT
                 PAGE AMENDED  NO SPECIFIC PAGE AMENDED  CHANGE REQUIRED YEARS    PERIOD
22                                  X                    J  OTHER
                                  FIRST GIVEN NAME    INITIAL   SURNAME
23   REFERENCE
24   DEBTOR/        BUSINESS NAME   2148991 ONTARIO INC.
     TRANSFEROR

25   OTHER CHANGE                 SUBORDINATION
26   REASON/        TO POSTPONE AND SUBORDINATE FILE #650849733 IN FAVOUR OF DAPAUL
27   DESCRIPTION    MANAGEMENT LIMITED UNDER REGISTRATION NO. 20090106095418627234 TO
28                  FILE NO. 670001184 IN FAVOUR OF CAREVEST CAPITAL INC. UNDER
02/            DATE OF BIRTH      FIRST GIVEN NAME    INITIAL   SURNAME
05   DEBTOR/
03/  TRANSFEREE     BUSINESS NAME
06                                                                   ONTARIO CORPORATION NO.
04/07                   ADDRESS

29   ASSIGNOR
     SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09                      ADDRESS
     COLLATERAL CLASSIFICATION
         CONSUMER                              MOTOR VEHICLE                DATE OF          NO FIXED
          GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER  INCLUDED    AMOUNT   MATURITY  OR  MATURITY DATE
10

              YEAR  MAKE                  MODEL              V.I.N.
11   MOTOR
12   VEHICLE
13   GENERAL
14   COLLATERAL
15   DESCRIPTION
16   REGISTERING AGENT OR         JACK GREENBERG
17   SECURED PARTY/     ADDRESS   204-181 EGLINTON AVE. E.          TORONTO          ON    M4P 1J4
     LIEN CLAIMANT
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*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 19

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fs 09/2013)

202

Ontario

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TYPE OF SEARCH        : BUSINESS DEBTOR
SEARCH CONDUCTED ON   : 2147681 ONTARIO INC.
FILE CURRENCY         : 04DEC 2013

    FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

         CAUTION    PAGE      TOTAL  MOTOR VEHICLE   REGISTRATION        REGISTERED
         FILING     NO.  OF   PAGES    SCHEDULE         NUMBER              UNDER
01                  002       002                  20110526 1409 1862 0121
21  RECORD      FILE NUMBER   650849733
    REFERENCED                                                   RENEWAL   CORRECT
                PAGE AMENDED  NO SPECIFIC PAGE AMENDED  CHANGE REQUIRED  YEARS   PERIOD
22
                                   FIRST GIVEN NAME   INITIAL  SURNAME
23  REFERENCE
24  DEBTOR/      BUSINESS NAME
    TRANSFEROR

25  OTHER CHANGE                   SUBORDINATION
26  REASON/      REGISTRATION NO.  20110519110218629577.
27  DESCRIPTION
28
02/         DATE OF BIRTH          FIRST GIVEN NAME   INITIAL  SURNAME
05  DEBTOR/
03/ TRANSFEREE   BUSINESS NAME
06                                                              ONTARIO CORPORATION NO.
04/07                  ADDRESS

29  ASSIGNOR
    SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09                     ADDRESS
    COLLATERAL CLASSIFICATION
        CONSUMER                               MOTOR VEHICLE          DATE OF        NO FIXED
         GOODS   INVENTORY EQUIPMENT ACCOUNTS OTHER  INCLUDED   AMOUNT  MATURITY  OR  MATURITY DATE
10
            YEAR  MAKE                 MODEL             V.I.N.
11  MOTOR
12  VEHICLE
13  GENERAL
14  COLLATERAL
15  DESCRIPTION
16  REGISTERING AGENT OR
17  SECURED PARTY/     ADDRESS
    LIEN CLAIMANT

                  *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
```

CONTINUED... 20

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fs 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2147681 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001	002		20110526 1409 1862 0125	

21 RECORD REFERENCED FILE NUMBER 650849733

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	J OTHER		

23 REFERENCE FIRST GIVEN NAME INITIAL SURNAME
24 DEBTOR/ TRANSFEROR BUSINESS NAME SILVER STREAMS HOMES INC.

25 OTHER CHANGE SUBORDINATION
26 REASON/ TO POSTPONE AND SUBORDINATE FILE #650849733 IN FAVOUR OF DAPAUL
27 DESCRIPTION MANAGEMENT LIMITED UNDER REGISTRATION NO. 20090106095418627234 TO
28 FILE NO. 670002111 IN FAVOUR OF CAREVEST CAPITAL INC. UNDER
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS
COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR JACK GREENBERG
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS 204-181 EGLINTON AVE. E. TORONTO ON M4P 1J4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 21

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fs 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2147681 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		002	002		20110526 1409 1862 0125	

21 RECORD REFERENCED FILE NUMBER 650849733

22 PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL YEARS CORRECT PERIOD

23 REFERENCE DEBTOR/ TRANSFEROR FIRST GIVEN NAME INITIAL SURNAME
24 BUSINESS NAME

25 OTHER CHANGE SUBORDINATION
26 REASON/ REGISTRATION NO. 20110519110218629578.
27 DESCRIPTION
28

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS
COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE

10

YEAR MAKE MODEL V.I.N.
11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR
17 SECURED PARTY/ ADDRESS
LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 22

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fs 09/2013)

205

Ontario

RUN NUMBER : 339
RUN DATE : 2013/12/05
ID : 20131205094428.56

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2147681 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
684748125	20130215 1712 1862 9069			
675809622	20120124 1450 1590 5194			
670345587	20110602 1143 1862 0808			
670345632	20110602 1144 1862 0809			
670345659	20110602 1144 1862 0810			
669856356	20110513 1144 1590 1756			
650849733	20090106 0954 1862 7234	20110526 1409 1862 0121	20110526 1409 1862 0125	

9 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

206

(crfj3 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2148990 ONTARIO INC.

FILE CURRENCY : 04DEC 2013

ENQUIRY NUMBER 20131205094316.11 CONTAINS 16 PAGE(S), 8 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

CHAITONS LLP (SD) - SILVIA DURANTE

5000 YONGE STREET, 10TH FLOOR,
TORONTO ON M2N 7E9

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crfj3 09/2013)

208

CONTINUED... 2

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2148990 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 682003233

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		001		20121009 0921 1862 9503	P PPSA	5

02 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
03 BUSINESS NAME 2148990 ONTARIO INC.
04 ADDRESS 103 NAUGHTON DRIVE RICHMOND HILL ONTARIO CORPORATION NO. 2148990 ON L4C 8B3

05 DEBTOR NAME — DATE OF BIRTH 06OCT1962 FIRST GIVEN NAME IMRAN INITIAL SURNAME JINNAH
06 BUSINESS NAME
07 ADDRESS 103 NAUGHTON DRIVE RICHMOND HILL ONTARIO CORPORATION NO. ON L4C 8B3

08 SECURED PARTY / LIEN CLAIMANT HOME TRUST COMPANY
09 ADDRESS 2300-145 KING STREET WEST TORONTO ON M5H 1J8

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10				X	X		617500	10JAN2013		

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE

13 GENERAL GENERAL ASSIGNMENT OF RENTS-60 PUCCINI DRIVE, RICHMOND HILL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT CYBERBAHN
17 ADDRESS 400-333 BAY STREET TORONTO ON M5H 2R2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

209

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2148990 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER 682003386							
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		001		20121009 0926 1862 9505	P PPSA	5

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR				
03	NAME	BUSINESS NAME	2148990 ONTARIO INC.		ONTARIO CORPORATION NO. 2148990
04		ADDRESS	103 NAUGHTON DRIVE	RICHMOND HILL	ON L4C 8B3
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR	07OCT1962	IMRAN		JINNAH
06	NAME	BUSINESS NAME			ONTARIO CORPORATION NO.
07		ADDRESS	103 NAUGHTON DRIVE	RICHMOND HILL	ON L4C 8B3
08	SECURED PARTY / LIEN CLAIMANT		HOME TRUST COMPANY		
09		ADDRESS	2300-145 KING STREET WEST	TORONTO	ON M5H 1J8

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10				X	X		617500	10JAN2013		

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL GENERAL ASSIGNMENT OF RENTS-58 PUCCINI DRIVE, RICHMOND HILL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT CYBERBAHN
17 ADDRESS 400-333 BAY STREET TORONTO ON M5H 2R2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2148990 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 675809622

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001	2		20120124 1450 1590 5194	P PPSA	5

02 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
03 BUSINESS NAME: 2147650 ONTARIO INC.
ONTARIO CORPORATION NO.
04 ADDRESS: 103 NAUGTON DRIVE RICHMOND HILL ON L4C 8B3

05 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
06 BUSINESS NAME: 2148990 ONTARIO INC.
ONTARIO CORPORATION NO.
07 ADDRESS: 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

08 SECURED PARTY / LIEN CLAIMANT: BANK OF MONTREAL
09 ADDRESS: 100 KING STREET WEST, 11TH FLOOR TORONTO ON M5X 1A1

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10		X	X	X	X				

11 MOTOR VEHICLE — YEAR MAKE / MODEL / V.I.N.
12

13 GENERAL COLLATERAL DESCRIPTION: SECURITY INTEREST IN THE PROPERTY USED IN CONNECTION WITH, SITUATE AT
14 OR ARISING FROM THE OWNERSHIP, DEVELOPMENT, USE OR DISPOSITION OF THE
15 LANDS AND PREMISES LEGALLY DESCRIBED IN PROPERTY IDENTIFIER NOS.

16 REGISTERING AGENT: FOGLER, RUBINOFF LLP (A. TEIXEIRA)
17 ADDRESS: 95 WELLINGTON ST. WEST, SUITE 1200 TD C TORONTO ON M5J 2Z9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 5

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

RUN NUMBER : 339
RUN DATE : 2013/12/05
ID : 20131205094316.11

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 5
(14398)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2148990 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 675809622

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		2		20120124 1450 1590 5194		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
02	DEBTOR						
03	NAME	BUSINESS NAME	2148993 ONTARIO INC.				ONTARIO CORPORATION NO.
04		ADDRESS	103 NAUGHTON DRIVE			RICHMOND HILL	ON L4C 8B3

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
05	DEBTOR						
06	NAME	BUSINESS NAME	2147681 ONTARIO INC.				ONTARIO CORPORATION NO.
07		ADDRESS	103 NAUGHTON DRIVE			RICHMOND HILL	ON L4C 8B3

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL 03206-3408 LT, 03206-3410 LT, 03206-3411 LT AND 03206-3450 LT AND
14 COLLATERAL KNOWN AS THE PHASE III LANDS IN THE PUCCINI PROJECT, RICHMOND HILL,
15 DESCRIPTION ONTARIO.

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 6

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

2 2

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2148990 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 670345587

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		002		20110602 1143 1862 0808	P PPSA	3

DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME

02 DEBTOR
03 NAME — BUSINESS NAME: 2148990 ONTARIO INC. — ONTARIO CORPORATION NO.
04 ADDRESS: 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME

05 DEBTOR
06 NAME — BUSINESS NAME: 2148993 ONTARIO INC. — ONTARIO CORPORATION NO.
07 ADDRESS: 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

08 SECURED PARTY / LIEN CLAIMANT: JACK GREENBERG IN TRUST
09 ADDRESS: 204-181 EGLINTON AVE EAST TORONTO ON M4P 1J4

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10				X	X		3200000	02JUN2012		

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR				
12 VEHICLE				

13 GENERAL ASSIGNMENT OF ALL CASH DEPOSITS AND CASH SECURITY OR CASH
14 COLLATERAL COLLATERALIZATIONS OF LETTERS OF CREDIT IN RELATION TO THE HOMES TO
15 DESCRIPTION BE CONSTRUCTED ON LANDS PREVIOUSLY KNOWN AS 56-58-60-62-64-66-68-70

16 REGISTERING AGENT: JACK GREENBERG
17 ADDRESS: 204-181 EGLINTON AVE. E. TORONTO ON M4P 1J4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 7

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

213

Ontario

RUN NUMBER : 339
RUN DATE : 2013/12/05
ID : 20131205094316.11

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2148990 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 670345587

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002	002		20110602 1143 1862 0808		

02 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
03 BUSINESS NAME: 2147650 ONTARIO INC. — ONTARIO CORPORATION NO.
04 ADDRESS: 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

05 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
06 BUSINESS NAME: 2147681 ONTARIO INC. — ONTARIO CORPORATION NO.
07 ADDRESS: 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

11 MOTOR
12 VEHICLE — YEAR / MAKE / MODEL / V.I.N.

13 GENERAL PUCCINI DRIVE, RICHMOND HILL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 8

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fs 0?/2013)

14

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2148990 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 670345632

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001	002		20110602 1144 1862 0809	P PPSA	3

02 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
03 BUSINESS NAME: 2148990 ONTARIO INC. — ONTARIO CORPORATION NO.
04 ADDRESS: 103 NAUGHTON DRIVE, RICHMOND HILL, ON L4C 8B3

05 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
06 BUSINESS NAME: 2148993 ONTARIO INC. — ONTARIO CORPORATION NO.
07 ADDRESS: 103 NAUGHTON DRIVE, RICHMOND HILL, ON L4C 8B3

08 SECURED PARTY / LIEN CLAIMANT: 53 PUCCINI MORTGAGE CORP.
09 ADDRESS: 204-181 EGLINTON AVE EAST, TORONTO, ON M4P 1J4

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10				X	X		2000000	02JUN2012		

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL ASSIGNMENT OF ALL CASH DEPOSITS AND CASH SECURITY OR CASH
14 COLLATERAL COLLATERALIZATIONS OF LETTERS OF CREDIT IN RELATION TO THE HOMES TO
15 DESCRIPTION BE CONSTRUCTED ON LANDS PREVIOUSLY KNOWN AS 56-58-60-62-64-66-68-70

16 REGISTERING AGENT: JACK GREENBERG
17 ADDRESS: 204-181 EGLINTON AVE. E., TORONTO, ON M4P 1J4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 9

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

215

Ontario

RUN NUMBER : 339
RUN DATE : 2013/12/05
ID : 20131205094316.11

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2148990 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
670345632

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		002		20110602 1144 1862 0809		

02 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
03 BUSINESS NAME: 2147650 ONTARIO INC.
ONTARIO CORPORATION NO.
04 ADDRESS: 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

05 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
06 BUSINESS NAME: 2147681 ONTARIO INC.
ONTARIO CORPORATION NO.
07 ADDRESS: 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL PUCCINI DRIVE, RICHMOND HILL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT
ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 10

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

26

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2148990 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 670345659

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001	002		20110602 1144 1862 0810	P PPSA	3

02 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
03 BUSINESS NAME: 2148990 ONTARIO INC.
ONTARIO CORPORATION NO.
04 ADDRESS: 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

05 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
06 BUSINESS NAME: 2148993 ONTARIO INC.
ONTARIO CORPORATION NO.
07 ADDRESS: 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

08 SECURED PARTY / LIEN CLAIMANT: NASTELL INVESTMENTS LIMITED
09 ADDRESS: 204-181 EGLINTON AVE EAST TORONTO ON M4P 1J4

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR NO FIXED MATURITY DATE
10				X	X		3200000	02JUN2012	

11 MOTOR
12 VEHICLE — YEAR / MAKE / MODEL / V.I.N.

13 GENERAL COLLATERAL DESCRIPTION: ASSIGNMENT OF ALL CASH DEPOSITS AND CASH SECURITY OR CASH
14 COLLATERALIZATIONS OF LETTERS OF CREDIT IN RELATION TO THE HOMES TO
15 BE CONSTRUCTED ON LANDS PREVIOUSLY KNOWN AS 56-58-60-62-64-66-68-70

16 REGISTERING AGENT: JACK GREENBERG
17 ADDRESS: 204-181 EGLINTON AVE. E. TORONTO ON M4P 1J4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 11

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

217

(crj1fs 09/2013)

Ontario

RUN NUMBER : 339
RUN DATE : 2013/12/05
ID : 20131205094316.11

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2148990 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
670345659

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		002		20110602 1144 1862 0810		

02 DEBTOR — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
03 NAME — BUSINESS NAME: 2147650 ONTARIO INC.
ONTARIO CORPORATION NO.
04 ADDRESS: 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

05 DEBTOR — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
06 NAME — BUSINESS NAME: 2147681 ONTARIO INC.
ONTARIO CORPORATION NO.
07 ADDRESS: 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR				
12 VEHICLE				

13 GENERAL PUCCINI DRIVE, RICHMOND HILL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 12

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2148990 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 669994722

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001	001		20110519 1017 1862 9564	P PPSA	5

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
02	DEBTOR							
03	NAME	BUSINESS NAME	2148990 ONTARIO INC.				ONTARIO CORPORATION NO.	
04		ADDRESS	103 NAUGHTON DRIVE			RICHMOND HILL	ON	L4C 8B3
05	DEBTOR							
06	NAME	BUSINESS NAME	2148993 ONTARIO INC.				ONTARIO CORPORATION NO.	
07		ADDRESS	103 NAUGHTON DRIVE			RICHMOND HILL	ON	L4C 8B3
08	SECURED PARTY / LIEN CLAIMANT		CASTLE LANE DESIGN GROUP INC.					
09		ADDRESS	204-181 EGLINTON AVE.E.			TORONTO	ON	M4P 1J4

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10		X		X	X		350000	20FEB2012		

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL COLLATERAL DESCRIPTION GENERAL SECURITY AGREEMENT AND ASSIGNMENT OF PROCEEDS UNDER
14 AGREEMENTS OF PURCHASE AND SALE ON LOTS 7, 22, 23, 24 AND 25 ON PLAN
15 65M 4249 RICHMOND HILL.

16 REGISTERING AGENT JACK GREENBERG
17 ADDRESS 204-181 EGLINTON AVE. E. TORONTO ON M4P 1J4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 13

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

219

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2148990 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER							
00	650843649							
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01		003		20090105 1934 1531 4199	P PPSA	5

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
02	DEBTOR					
03	NAME	BUSINESS NAME	2148990 ONTARIO INC.			ONTARIO CORPORATION NO.
04		ADDRESS	103 NAUGHTON DRIVE		RICHMOND HILL	ON L4C 8B3
		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR					
06	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.
07		ADDRESS				
08	SECURED PARTY /		BANK OF MONTREAL			
09	LIEN CLAIMANT	ADDRESS	100 KING ST.W., 11TH FLOOR		TORONTO	ON M5X 1A1

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10		X	X	X	X				

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL SECURITY INTEREST IN THE PROPERTY USED IN CONNECTION WITH, SITUATE
14 COLLATERAL AT OR ARISING FROM THE OWNERSHIP, DEVELOPMENT, USE OR DISPOSITION OF
15 DESCRIPTION THE LANDS AND PREMISES LEGALLY DESCRIBED AS PCL 7-1, SEC M807, LT 7

16 REGISTERING AGENT FOGLER, RUBINOFF LLP (ATTN/LOU NATALE)
17 ADDRESS STE 1200, 95 WELLINGTON ST W, T-D CENTRE TORONTO ON M5J 2Z9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 14

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

220

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2148990 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
650843649

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		02		003		20090105 1934 1531 4199		

02 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
03 BUSINESS NAME — ONTARIO CORPORATION NO.
04 ADDRESS

05 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
06 BUSINESS NAME — ONTARIO CORPORATION NO.
07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

11 MOTOR — YEAR — MAKE — MODEL — V.I.N.
12 VEHICLE

13 GENERAL PL M807, S/T LB43081, RICHMOND HILL AS REPRESENTED BY PROPERTY
14 COLLATERAL INDENTIFIER NUMBER 03206-0307 (LT) AND PCL 60-1 SEC M807, LT 60 PL
15 DESCRIPTION M807, RICHMOND HILL AS REPRESENTED BY PROPERTY IDENTIFIER NUMBER

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 15

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

221

Ontario

RUN NUMBER : 339
RUN DATE : 2013/12/05
ID : 20131205094316.11

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2148990 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 650843649

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		03	003		20090105 1934 1531 4199		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR				
03	NAME	BUSINESS NAME			

ONTARIO CORPORATION NO.

04 ADDRESS

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR				
06	NAME	BUSINESS NAME			

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL 03206-0308 (LT).
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 16

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

222

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2148990 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
682003233	20121009 0921 1862 9503			
682003386	20121009 0926 1862 9505			
675809622	20120124 1450 1590 5194			
670345587	20110602 1143 1862 0808			
670345632	20110602 1144 1862 0809			
670345659	20110602 1144 1862 0810			
669994722	20110519 1017 1862 9564			
650843649	20090105 1934 1531 4199			

8 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crfj3 09/2013)

223

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2148993 ONTARIO INC.

FILE CURRENCY : 04DEC 2013

ENQUIRY NUMBER 20131205094201.22 CONTAINS 14 PAGE(S), 6 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

CHAITONS LLP (SD) - SILVIA DURANTE

5000 YONGE STREET, 10TH FLOOR,
TORONTO ON M2N 7E9

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crfj3 09/2013)

225

CONTINUED... 2

Ontario

RUN NUMBER : 339
RUN DATE : 2013/12/05
ID : 20131205094201.22

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2148993 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 675809622

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		2		20120124 1450 1590 5194	P PPSA	5

02 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
03 BUSINESS NAME: 2147650 ONTARIO INC. — ONTARIO CORPORATION NO.
04 ADDRESS: 103 NAUGTON DRIVE RICHMOND HILL ON L4C 8B3

05 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
06 BUSINESS NAME: 2148990 ONTARIO INC. — ONTARIO CORPORATION NO.
07 ADDRESS: 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

08 SECURED PARTY / LIEN CLAIMANT: BANK OF MONTREAL
09 ADDRESS: 100 KING STREET WEST, 11TH FLOOR TORONTO ON M5X 1A1

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10		X	X	X	X					

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE

13 GENERAL SECURITY INTEREST IN THE PROPERTY USED IN CONNECTION WITH, SITUATE AT
14 COLLATERAL OR ARISING FROM THE OWNERSHIP, DEVELOPMENT, USE OR DISPOSITION OF THE
15 DESCRIPTION LANDS AND PREMISES LEGALLY DESCRIBED IN PROPERTY IDENTIFIER NOS.

16 REGISTERING AGENT: FOGLER, RUBINOFF LLP (A. TEIXEIRA)
17 ADDRESS: 95 WELLINGTON ST. WEST, SUITE 1200 TD C TORONTO ON M5J 2Z9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
226
(crj1fs 09/2013)

Ontario

RUN NUMBER : 339
RUN DATE : 2013/12/05
ID : 20131205094201.22

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(14382)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2148993 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
675809622

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		2		20120124 1450 1590 5194		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
02	DEBTOR						
03	NAME	BUSINESS NAME	2148993 ONTARIO INC.				ONTARIO CORPORATION NO.
04		ADDRESS	103 NAUGHTON DRIVE			RICHMOND HILL	ON L4C 8B3

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
05	DEBTOR						
06	NAME	BUSINESS NAME	2147681 ONTARIO INC.				ONTARIO CORPORATION NO.
07		ADDRESS	103 NAUGHTON DRIVE			RICHMOND HILL	ON L4C 8B3

08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL 03206-3408 LT, 03206-3410 LT, 03206-3411 LT AND 03206-3450 LT AND
14 COLLATERAL KNOWN AS THE PHASE III LANDS IN THE PUCCINI PROJECT, RICHMOND HILL,
15 DESCRIPTION ONTARIO.

16 REGISTERING
AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
227
(crj1fs 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2148993 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
670345587

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		002		20110602 1143 1862 0808	P PPSA	3

DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME

02 DEBTOR
03 NAME BUSINESS NAME 2148990 ONTARIO INC.

ONTARIO CORPORATION NO.

04 ADDRESS 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME

05 DEBTOR
06 NAME BUSINESS NAME 2148993 ONTARIO INC.

ONTARIO CORPORATION NO.

07 ADDRESS 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

08 SECURED PARTY / LIEN CLAIMANT JACK GREENBERG IN TRUST
09 ADDRESS 204-181 EGLINTON AVE EAST TORONTO ON M4P 1J4

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10				X	X		3200000	02JUN2012		

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR				
12 VEHICLE				

13 GENERAL ASSIGNMENT OF ALL CASH DEPOSITS AND CASH SECURITY OR CASH
14 COLLATERAL COLLATERALIZATIONS OF LETTERS OF CREDIT IN RELATION TO THE HOMES TO
15 DESCRIPTION BE CONSTRUCTED ON LANDS PREVIOUSLY KNOWN AS 56-58-60-62-64-66-68-70

16 REGISTERING AGENT JACK GREENBERG
17 ADDRESS 204-181 EGLINTON AVE. E. TORONTO ON M4P 1J4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 5

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

RUN NUMBER : 339
RUN DATE : 2013/12/05
ID : 20131205094201.22

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 5
(14384)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2148993 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 670345587

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		002		20110602 1143 1862 0808		

			DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR					
03	NAME	BUSINESS NAME	2147650 ONTARIO INC.			
						ONTARIO CORPORATION NO.
04		ADDRESS	103 NAUGHTON DRIVE		RICHMOND HILL	ON L4C 8B3

			DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR					
06	NAME	BUSINESS NAME	2147681 ONTARIO INC.			
						ONTARIO CORPORATION NO.
07		ADDRESS	103 NAUGHTON DRIVE		RICHMOND HILL	ON L4C 8B3

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL PUCCINI DRIVE, RICHMOND HILL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 6

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

229

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2148993 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 670345632

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		002		20110602 1144 1862 0809	P PPSA	3

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02 DEBTOR
03 NAME BUSINESS NAME 2148990 ONTARIO INC.
ONTARIO CORPORATION NO.
04 ADDRESS 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR
06 NAME BUSINESS NAME 2148993 ONTARIO INC.
ONTARIO CORPORATION NO.
07 ADDRESS 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

08 SECURED PARTY / LIEN CLAIMANT 53 PUCCINI MORTGAGE CORP.
09 ADDRESS 204-181 EGLINTON AVE EAST TORONTO ON M4P 1J4

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10				X	X		2000000	02JUN2012		

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL ASSIGNMENT OF ALL CASH DEPOSITS AND CASH SECURITY OR CASH
14 COLLATERAL COLLATERALIZATIONS OF LETTERS OF CREDIT IN RELATION TO THE HOMES TO
15 DESCRIPTION BE CONSTRUCTED ON LANDS PREVIOUSLY KNOWN AS 56-58-60-62-64-66-68-70

16 REGISTERING AGENT JACK GREENBERG
17 ADDRESS 204-181 EGLINTON AVE. E. TORONTO ON M4P 1J4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 7

RUN NUMBER : 339
RUN DATE : 2013/12/05
ID : 20131205094201.22

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2148993 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
670345632

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		002		20110602 1144 1862 0809		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		ONTARIO CORPORATION NO.
02 / 03	DEBTOR NAME	BUSINESS NAME	2147650 ONTARIO INC.				
04		ADDRESS	103 NAUGHTON DRIVE			RICHMOND HILL	ON L4C 8B3

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		ONTARIO CORPORATION NO.
05 / 06	DEBTOR NAME	BUSINESS NAME	2147681 ONTARIO INC.				
07		ADDRESS	103 NAUGHTON DRIVE			RICHMOND HILL	ON L4C 8B3

08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

		YEAR	MAKE	MODEL	V.I.N.
11 / 12	MOTOR VEHICLE				

13 GENERAL PUCCINI DRIVE, RICHMOND HILL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 8

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

231

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2148993 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 670345659

01 CAUTION FILING | PAGE NO. 001 | OF TOTAL PAGES 002 | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER 20110602 1144 1862 0810 | REGISTERED UNDER P PPSA | REGISTRATION PERIOD 3

02 DEBTOR NAME — DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
03 BUSINESS NAME 2148990 ONTARIO INC.
ONTARIO CORPORATION NO.
04 ADDRESS 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

05 DEBTOR NAME — DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
06 BUSINESS NAME 2148993 ONTARIO INC.
ONTARIO CORPORATION NO.
07 ADDRESS 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

08 SECURED PARTY / LIEN CLAIMANT NASTELL INVESTMENTS LIMITED
09 ADDRESS 204-181 EGLINTON AVE EAST TORONTO ON M4P 1J4

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10				X	X		3200000	02JUN2012		

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL ASSIGNMENT OF ALL CASH DEPOSITS AND CASH SECURITY OR CASH
14 COLLATERAL COLLATERALIZATIONS OF LETTERS OF CREDIT IN RELATION TO THE HOMES TO
15 DESCRIPTION BE CONSTRUCTED ON LANDS PREVIOUSLY KNOWN AS 56-58-60-62-64-66-68-70

16 REGISTERING AGENT JACK GREENBERG
17 ADDRESS 204-181 EGLINTON AVE. E. TORONTO ON M4P 1J4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 9

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(cr/1fs 09/2013)

Ontario

RUN NUMBER : 339
RUN DATE : 2013/12/05
ID : 20131205094201.22

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2148993 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 670345659

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		002		20110602 1144 1862 0810		

02 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
03 BUSINESS NAME 2147650 ONTARIO INC.
ONTARIO CORPORATION NO.
04 ADDRESS 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

05 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
06 BUSINESS NAME 2147681 ONTARIO INC.
ONTARIO CORPORATION NO.
07 ADDRESS 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL PUCCINI DRIVE, RICHMOND HILL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 10

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

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Ontario

RUN NUMBER : 339
RUN DATE : 2013/12/05
ID : 20131205094201.22

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2148993 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
669994722

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		001		20110519 1017 1862 9564	P PPSA	5

02 DEBTOR   DATE OF BIRTH   FIRST GIVEN NAME   INITIAL   SURNAME
03 NAME   BUSINESS NAME: 2148990 ONTARIO INC.
ONTARIO CORPORATION NO.
04 ADDRESS: 103 NAUGHTON DRIVE   RICHMOND HILL   ON   L4C 8B3

05 DEBTOR   DATE OF BIRTH   FIRST GIVEN NAME   INITIAL   SURNAME
06 NAME   BUSINESS NAME: 2148993 ONTARIO INC.
ONTARIO CORPORATION NO.
07 ADDRESS: 103 NAUGHTON DRIVE   RICHMOND HILL   ON   L4C 8B3

08 SECURED PARTY / LIEN CLAIMANT: CASTLE LANE DESIGN GROUP INC.
09 ADDRESS: 204-181 EGLINTON AVE.E.   TORONTO   ON   M4P 1J4

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10		X		X	X		350000	20FEB2012		

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR				
12 VEHICLE				

13 GENERAL   GENERAL SECURITY AGREEMENT AND ASSIGNMENT OF PROCEEDS UNDER
14 COLLATERAL   AGREEMENTS OF PURCHASE AND SALE ON LOTS 7, 22, 23, 24 AND 25 ON PLAN
15 DESCRIPTION   65M 4249 RICHMOND HILL.

16 REGISTERING AGENT: JACK GREENBERG
17 ADDRESS: 204-181 EGLINTON AVE. E.   TORONTO   ON   M4P 1J4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 11

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)
2
34

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2148993 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 650843658

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01		003		20090105 1934 1531 4200	P PPSA	5

02 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
03 BUSINESS NAME: 2148993 ONTARIO INC.
ONTARIO CORPORATION NO.
04 ADDRESS: 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

05 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
06 BUSINESS NAME:
ONTARIO CORPORATION NO.
07 ADDRESS:

08 SECURED PARTY / LIEN CLAIMANT: BANK OF MONTREAL
09 ADDRESS: 100 KING ST.W., 11TH FLOOR TORONTO ON M5X 1A1

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10		X	X	X	X					

11 MOTOR
12 VEHICLE — YEAR / MAKE / MODEL / V.I.N.

13 GENERAL SECURITY INTEREST IN THE PROPERTY USED IN CONNECTION WITH, SITUATE
14 COLLATERAL AT OR ARISING FROM THE OWNERSHIP, DEVELOPMENT, USE OR DISPOSITION OF
15 DESCRIPTION THE LANDS AND PREMISES LEGALLY DESCRIBED AS PCL 5-1 SEC M807, LT 5

16 REGISTERING AGENT: FOGLER, RUBINOFF LLP (ATTN/LOU NATALE)
17 ADDRESS: STE 1200, 95 WELLINGTON ST W, T-D CENTRE TORONTO ON M5J 2Z9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 12

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2148993 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
650843658

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		02		003		20090105 1934 1531 4200		

02 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
03 BUSINESS NAME
ONTARIO CORPORATION NO.
04 ADDRESS

05 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
06 BUSINESS NAME
ONTARIO CORPORATION NO.
07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

11 MOTOR — YEAR — MAKE — MODEL — V.I.N.
12 VEHICLE

13 GENERAL PL M807, S/T LB43081, RICHMOND HILL AS REPRESENTED BY PROPERTY
14 COLLATERAL IDENTIFIER NUMBER 03206/0305 (LT) AND PCL 6-1 SEC M807, LT 6 PL
15 DESCRIPTION M807, S/T LB43081, RICHMOND HILL AS REPRESENTED BY PROPERTY

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 13

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2148993 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 650843658

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		03		003		20090105 1934 1531 4200		

02 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
03 BUSINESS NAME
04 ADDRESS — ONTARIO CORPORATION NO.

05 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
06 BUSINESS NAME
07 ADDRESS — ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION
10 CONSUMER GOODS — INVENTORY — EQUIPMENT — ACCOUNTS — OTHER — MOTOR VEHICLE INCLUDED — AMOUNT — DATE OF MATURITY OR NO FIXED MATURITY DATE

11 MOTOR VEHICLE — YEAR — MAKE — MODEL — V.I.N.
12

13 GENERAL COLLATERAL DESCRIPTION — IDENTIFIER NUMBER 03206/0306 (LT).
14
15

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 14

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

237

Ontario

RUN NUMBER : 339
RUN DATE : 2013/12/05
ID : 20131205094201.22

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2148993 ONTARIO INC.
FILE CURRENCY : 04DEC 2013

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
675809622	20120124 1450 1590 5194			
670345587	20110602 1143 1862 0808			
670345632	20110602 1144 1862 0809			
670345659	20110602 1144 1862 0810			
669994722	20110519 1017 1862 9564			
650843658	20090105 1934 1531 4200			

6 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crfj3 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SILVER STREAMS HOMES INC.

FILE CURRENCY : 04DEC 2013

ENQUIRY NUMBER 20131205094049.21 CONTAINS 24 PAGE(S), 7 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

CHAITONS LLP (SD) - SILVIA DURANTE

5000 YONGE STREET, 10TH FLOOR,
TORONTO ON M2N 7E9

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crfj3 09/2013)

Ontario

CONTINUED... 2

RUN NUMBER : 339
RUN DATE : 2013/12/05
ID : 20131205094049.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 2
(14357)

241

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SILVER STREAMS HOMES INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER: 684480231

01 CAUTION FILING: | PAGE NO.: 001 | OF TOTAL PAGES: 2 | MOTOR VEHICLE SCHEDULE: | REGISTRATION NUMBER: 20130201 1512 6005 5510 | REGISTERED UNDER: P PPSA | REGISTRATION PERIOD: 06

02 DEBTOR NAME — DATE OF BIRTH: | FIRST GIVEN NAME: | INITIAL: | SURNAME:
03 BUSINESS NAME: SILVER STREAMS HOMES INC.
ONTARIO CORPORATION NO.:
04 ADDRESS: 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

05 DEBTOR NAME — DATE OF BIRTH: 07OCT1962 | FIRST GIVEN NAME: IMRAN | INITIAL: | SURNAME: JINNAH
06 BUSINESS NAME:
ONTARIO CORPORATION NO.:
07 ADDRESS: 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

08 SECURED PARTY / LIEN CLAIMANT: NATIONAL LEASING GROUP INC.
09 ADDRESS: 1525 BUFFALO PLACE (2610204) WINNIPEG MB R3T 1L9

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10			X							

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR				
12 VEHICLE				

13 GENERAL COLLATERAL DESCRIPTION:
ALL PHOTOCOPIERS OF EVERY NATURE OR KIND DESCRIBED IN LEASE NUMBER
14 2610204 BETWEEN THE SECURED PARTY, AS LESSOR AND THE DEBTOR AS
15 LESSEE, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS,

16 REGISTERING AGENT:
17 ADDRESS:

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

RUN NUMBER : 339
RUN DATE : 2013/12/05
ID : 20131205094049.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(14358)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SILVER STREAMS HOMES INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
684480231

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		2		20130201 1512 6005 5510		

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME
ONTARIO CORPORATION NO.
04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME
ONTARIO CORPORATION NO.
07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE

13 GENERAL ACCESSORIES AND SUBSTITUTIONS.
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)

242

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SILVER STREAMS HOMES INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
680706459

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001		2		20120815 1102 6005 2992	P PPSA	06

02 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
03 BUSINESS NAME: SILVER STREAMS HOMES INC.
ONTARIO CORPORATION NO.
04 ADDRESS: 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

05 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
06 BUSINESS NAME
ONTARIO CORPORATION NO.
07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT: NATIONAL LEASING GROUP INC.
09 ADDRESS: 1525 BUFFALO PLACE (2592527) WINNIPEG MB R3T 1L9

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10			X						

11 MOTOR
12 VEHICLE — YEAR MAKE / MODEL / V.I.N.

13 GENERAL COLLATERAL DESCRIPTION: ALL PHOTOCOPIERS OF EVERY NATURE OR KIND DESCRIBED IN LEASE NUMBER
14 2592527 BETWEEN THE SECURED PARTY, AS LESSOR AND THE DEBTOR AS
15 LESSEE, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS,

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 5

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

243

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SILVER STREAMS HOMES INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
680706459

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002	2		20120815 1102 6005 2992		

02 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
03 BUSINESS NAME
04 ADDRESS — ONTARIO CORPORATION NO.

05 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
06 BUSINESS NAME
07 ADDRESS — ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

11 MOTOR — YEAR — MAKE — MODEL — V.I.N.
12 VEHICLE

13 GENERAL ACCESSORIES AND SUBSTITUTIONS.
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 6

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)

Ontario

RUN NUMBER : 339
RUN DATE : 2013/12/05
ID : 20131205094049.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 6
(14361)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SILVER STREAMS HOMES INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER
00	674797761

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001	2		20111202 1209 6005 8931	P PPSA	06

02 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
03 BUSINESS NAME: SILVER STREAMS HOMES INC.
ONTARIO CORPORATION NO.
04 ADDRESS: 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

05 DEBTOR NAME — DATE OF BIRTH: 07OCT1962 FIRST GIVEN NAME: IMRAN INITIAL: SURNAME: JINNAH
06 BUSINESS NAME:
ONTARIO CORPORATION NO.
07 ADDRESS: 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

08 SECURED PARTY / LIEN CLAIMANT: NATIONAL LEASING GROUP INC.
09 ADDRESS: 1525 BUFFALO PLACE (2563934) WINNIPEG MB R3T 1L9

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10			X							

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL ALL PHOTOCOPIERS OF EVERY NATURE OR KIND DESCRIBED IN LEASE NUMBER
14 COLLATERAL 2563934 BETWEEN THE SECURED PARTY, AS LESSOR AND THE DEBTOR AS
15 DESCRIPTION LESSEE, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS,

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 7

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fe 09/2013)

245

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SILVER STREAMS HOMES INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
674797761

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		2		20111202 1209 6005 8931		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02 DEBTOR
03 NAME BUSINESS NAME
ONTARIO CORPORATION NO.
04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR
06 NAME BUSINESS NAME
ONTARIO CORPORATION NO.
07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION
CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
10

YEAR MAKE MODEL V.I.N.
11 MOTOR
12 VEHICLE

13 GENERAL ACCESSORIES AND SUBSTITUTIONS.
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 8

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(cr/fs 09/2013)

246

Ontario

RUN NUMBER : 339
RUN DATE : 2013/12/05
ID : 20131205094049.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 8
(14363)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SILVER STREAMS HOMES INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 674190378

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01	002		20111107 1403 1462 7539	P PPSA	5

02 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
03 BUSINESS NAME: SYMPHONY SERIES CO-TENANCY CORP.
ONTARIO CORPORATION NO. 1778017
04 ADDRESS: 103 NAUGHTON DRIVE RICHMOND HILL ON L4C8B3

05 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
06 BUSINESS NAME: SILVER STREAMS HOMES INC.
ONTARIO CORPORATION NO. 1599436
07 ADDRESS: 103 NAUGHTON DRIVE RICHMOND HILL ON L4C8B3

08 SECURED PARTY / LIEN CLAIMANT: ROYAL BANK OF CANADA
09 ADDRESS: 180 WELLINGTON STREET WEST, THIRD FLOOR TORONTO ON M5J1J1

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10				X	X					

11 MOTOR
12 VEHICLE — YEAR / MAKE / MODEL / V.I.N.

13 GENERAL
14 COLLATERAL
15 DESCRIPTION: POSTPONEMENT OF CLAIM RELATING TO 2148991 ONTARIO INC.

16 REGISTERING AGENT: OWENS, WRIGHT LLP
17 ADDRESS: 20 HOLLY ST., SUITE 300 TORONTO ON M4S3B1

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 9

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

247

Ontario

RUN NUMBER : 339
RUN DATE : 2013/12/05
ID : 20131205094049.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SILVER STREAMS HOMES INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
674190378

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		02		002		20111107 1403 1462 7539	P PPSA	5

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR	07OCT1962	IMRAN		JINNAH
03	NAME	BUSINESS NAME			

ONTARIO CORPORATION NO.

04 ADDRESS 103 NAUGHTON DRIVE RICHMOND HILL ON L4C8B3

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR				
06	NAME	BUSINESS NAME			

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT OWENS, WRIGHT LLP
17 ADDRESS 20 HOLLY ST., SUITE 300 TORONTO ON M4S3B1

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 10

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

24

Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SILVER STREAMS HOMES INC.
FILE CURRENCY : 04DEC 2013

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001	2		20120725 1132 1793 8322	

21 RECORD REFERENCED FILE NUMBER 674190378

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			A AMENDMENT		

23 REFERENCE DEBTOR/ TRANSFEROR — FIRST GIVEN NAME / INITIAL / SURNAME
24 BUSINESS NAME: SYMPHONY SERIES CO-TENANCY CORP.

25 OTHER CHANGE
26 REASON/ DEBTORS OMITTED FROM LINES 6 AND 7 OF REGISTRATION NUMBER 20111107
27 DESCRIPTION 1403 1462 7539.
28

02/ DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME: SILVER STREAMS HOMES (PUCCINI) INC.
06 ONTARIO CORPORATION NO. 2187537
04/07 ADDRESS: 103 NAUGHTON DRIVE RICHMOND HILL ON L4C8B3

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR OWENS, WRIGHT LLP
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS: 20 HOLLY ST., SUITE 300 TORONTO ON M4S3B1

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 11

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj2fs 09/2013)

249

Ontario

RUN NUMBER : 339
RUN DATE : 2013/12/05
ID : 20131205094049.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SILVER STREAMS HOMES INC.
FILE CURRENCY : 04DEC 2013

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		002	2		20120725 1132 1793 8322	

21 RECORD REFERENCED FILE NUMBER 674190378

22 PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL YEARS CORRECT PERIOD

23 REFERENCE DEBTOR/ TRANSFEROR FIRST GIVEN NAME INITIAL SURNAME
24 BUSINESS NAME

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME PUCCINI PROJECT MANAGEMENT INC.
06 ONTARIO CORPORATION NO. 2185901
04/07 ADDRESS 103 NAUGHTON DRIVE RICHMOND HILL ON L4C8B3

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS
COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE

10

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR				
12 VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 12

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SILVER STREAMS HOMES INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 669994713

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001	001		20110519 1017 1862 9563	P PPSA	5

02 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
03 BUSINESS NAME: SILVER STREAMS HOMES INC.
ONTARIO CORPORATION NO.
04 ADDRESS: 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

05 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
06 BUSINESS NAME: SILVER STREAMS HOMES (PUCCINI) INC.
ONTARIO CORPORATION NO.
07 ADDRESS: 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

08 SECURED PARTY / LIEN CLAIMANT: CASTLE LANE DESIGN GROUP INC.
09 ADDRESS: 204-181 EGLINTON AVE.E. TORONTO ON M4P 1J4

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10		X		X	X		350000	20FEB2012	

11 MOTOR VEHICLE — YEAR MAKE / MODEL / V.I.N.
12

13 GENERAL COLLATERAL DESCRIPTION: GENERAL SECURITY AGREEMENT AND ASSIGNMENT OF PROCEEDS UNDER
14 AGREEMENTS OF PURCHASE AND SALE ON LOTS 7, 22, 23, 24 AND 25 ON PLAN
15 65M 4249 RICHMOND HILL.

16 REGISTERING AGENT: JACK GREENBERG
17 ADDRESS: 204-181 EGLINTON AVE. E. TORONTO ON M4P 1J4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 13

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SILVER STREAMS HOMES INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 650849733

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		001	003		20090106 0954 1862 7234	P PPSA	5

02 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
03 BUSINESS NAME: 2147650 ONTARIO INC.
ONTARIO CORPORATION NO.
04 ADDRESS: 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

05 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
06 BUSINESS NAME: 2147681 ONTARIO INC.
ONTARIO CORPORATION NO.
07 ADDRESS: 103 NAUGHTON DRIVE RICHMOND HILL ON L4C 8B3

08 SECURED PARTY / LIEN CLAIMANT: DAPAUL MANAGEMENT LIMITED
09 ADDRESS: 204-181 EGLINTON AVE. E. TORONTO ON M4P 1J4

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10					X		5500000	16DEC2010		

11 MOTOR 12 VEHICLE — YEAR MAKE / MODEL / V.I.N.

13 GENERAL 14 COLLATERAL 15 DESCRIPTION: ASSIGNMENT OF PROCEEDS UNDER AGREEMENTS OF PURCHASE AND SALE.

16 REGISTERING AGENT: JACK GREENBERG
17 ADDRESS: 204-181 EGLINTON AVE. E. TORONTO ON M4P 1J4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 14

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

RUN NUMBER : 339
RUN DATE : 2013/12/05
ID : 20131205094049.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SILVER STREAMS HOMES INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
650849733

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		003		20090106 0954 1862 7234		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
02	DEBTOR						
03	NAME	BUSINESS NAME	2148991 ONTARIO INC.				ONTARIO CORPORATION NO.
04		ADDRESS	103 NAUGHTON DRIVE			RICHMOND HILL	ON L4C 8B3

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
05	DEBTOR						
06	NAME	BUSINESS NAME	SILVER STREAMS HOMES (PUCCINI) INC.				ONTARIO CORPORATION NO.
07		ADDRESS	103 NAUGHTON DRIVE			RICHMOND HILL	ON L4C 8B3

08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT
ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 15

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

263

Ontario

RUN NUMBER : 339
RUN DATE : 2013/12/05
ID : 20131205094049.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SILVER STREAMS HOMES INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
650849733

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		003		003		20090106 0954 1862 7234		

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
02	DEBTOR						
03	NAME	BUSINESS NAME	SYMPHONY SERIES CO-TENANCY CORP.				ONTARIO CORPORATION NO.
04		ADDRESS	103 NAUGHTON DRIVE			RICHMOND HILL	ON L4C 8B3

		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
05	DEBTOR						
06	NAME	BUSINESS NAME	SILVER STREAMS HOMES INC.				ONTARIO CORPORATION NO.
07		ADDRESS	103 NAUGHTON DRIVE			RICHMOND HILL	ON L4C 8B3

08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT
ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 16

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)

254

Ontario

RUN NUMBER : 339
RUN DATE : 2013/12/05
ID : 20131205094049.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 16
(14371)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SILVER STREAMS HOMES INC.
FILE CURRENCY : 04DEC 2013

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING | PAGE NO. OF | TOTAL PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER | REGISTERED UNDER
01 | 001 | 002 | | 20110526 1409 1862 0121 |

21 RECORD REFERENCED FILE NUMBER 650849733

PAGE AMENDED | NO SPECIFIC PAGE AMENDED | CHANGE REQUIRED | RENEWAL YEARS | CORRECT PERIOD
22 | X | J OTHER | |

FIRST GIVEN NAME | INITIAL | SURNAME
23 REFERENCE
24 DEBTOR/ TRANSFEROR BUSINESS NAME 2148991 ONTARIO INC.

25 OTHER CHANGE SUBORDINATION
26 REASON/ TO POSTPONE AND SUBORDINATE FILE #650849733 IN FAVOUR OF DAPAUL
27 DESCRIPTION MANAGEMENT LIMITED UNDER REGISTRATION NO. 20090106095418627234 TO
28 FILE NO. 670001184 IN FAVOUR OF CAREVEST CAPITAL INC. UNDER
02/ DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS
COLLATERAL CLASSIFICATION
CONSUMER GOODS | INVENTORY | EQUIPMENT | ACCOUNTS | OTHER | MOTOR VEHICLE INCLUDED | AMOUNT | DATE OF MATURITY | OR | NO FIXED MATURITY DATE
10

YEAR | MAKE | MODEL | V.I.N.
11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR JACK GREENBERG
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS 204-181 EGLINTON AVE. E. TORONTO ON M4P 1J4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 17

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj2fs 09/2013)
25
Ontario

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SILVER STREAMS HOMES INC.
FILE CURRENCY : 04DEC 2013

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		002		002		20110526 1409 1862 0121	

21 RECORD REFERENCED FILE NUMBER 650849733

PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL YEARS CORRECT PERIOD
22

FIRST GIVEN NAME INITIAL SURNAME
23 REFERENCE
24 DEBTOR/ BUSINESS NAME
TRANSFEROR

25 OTHER CHANGE SUBORDINATION
26 REASON/ REGISTRATION NO. 20110519110218629577.
27 DESCRIPTION
28
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS
COLLATERAL CLASSIFICATION
CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
10

YEAR MAKE MODEL V.I.N.
11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR
17 SECURED PARTY/ ADDRESS
LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 18

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj2fs 09/2013)
256

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SILVER STREAMS HOMES INC.
FILE CURRENCY : 04DEC 2013

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		002		20110526 1409 1862 0125	

21 RECORD REFERENCED FILE NUMBER 650849733

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	J OTHER		

			FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE				
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	SILVER STREAMS HOMES INC.		

25 OTHER CHANGE SUBORDINATION
26 REASON/ TO POSTPONE AND SUBORDINATE FILE #650849733 IN FAVOUR OF DAPAUL
27 DESCRIPTION MANAGEMENT LIMITED UNDER REGISTRATION NO. 20090106095418627234 TO
28 FILE NO. 670002111 IN FAVOUR OF CAREVEST CAPITAL INC. UNDER

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS
COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR JACK GREENBERG
17 SECURED PARTY/ ADDRESS 204-181 EGLINTON AVE. E. TORONTO ON M4P 1J4
LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 19

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj2fs 09/2013)

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SILVER STREAMS HOMES INC.
FILE CURRENCY : 04DEC 2013

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		002	002		20110526 1409 1862 0125	

21 RECORD REFERENCED FILE NUMBER 650849733

22 PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL YEARS CORRECT PERIOD

23 REFERENCE DEBTOR/ TRANSFEROR FIRST GIVEN NAME INITIAL SURNAME
24 BUSINESS NAME

25 OTHER CHANGE SUBORDINATION
26 REASON/ REGISTRATION NO. 20110519110218629578.
27 DESCRIPTION
28

02/ 05 DEBTOR/ TRANSFEREE DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03/ 06 BUSINESS NAME ONTARIO CORPORATION NO.
04/07 ADDRESS

29 ASSIGNOR
08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 20

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(cr)2fs 09/2013)

Ontario

RUN NUMBER : 339
RUN DATE : 2013/12/05
ID : 20131205094049.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 20
(14375)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SILVER STREAMS HOMES INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
00 650843667

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01		004		20090105 1934 1531 4201	P PPSA	5

02 DEBTOR NAME — DATE OF BIRTH: 07OCT1962 — FIRST GIVEN NAME: IMRAN — INITIAL: — SURNAME: JINNAH
03 BUSINESS NAME:
04 ADDRESS: 103 NAUGHTON DRIVE RICHMOND HILL — ONTARIO CORPORATION NO. — ON L4C 8B3

05 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
06 BUSINESS NAME: SILVER STREAMS HOMES INC.
07 ADDRESS: 103 NAUGHTON DRIVE RICHMOND HILL — ONTARIO CORPORATION NO. — ON L4C 8B3

08 SECURED PARTY / LIEN CLAIMANT: BANK OF MONTREAL
09 ADDRESS: 100 KING ST.W., 11TH FLOOR TORONTO ON M5X 1A1

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10		X	X	X	X					

		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR				
12	VEHICLE				

13 GENERAL GUARANTEE AND POSTPONEMENT OF CLAIM IN RESPECT OF 2148990 ONTARIO
14 COLLATERAL INC. AND 2148993 ONTARIO INC. RELATING TO THE PROPERTY USED IN
15 DESCRIPTION CONNECTION WITH, SITUATE AT OR ARISING FROM THE OWNERSHIP,

16 REGISTERING AGENT: FOGLER, RUBINOFF LLP (ATTN/LOU NATALE)
17 ADDRESS: STE 1200, 95 WELLINGTON ST W, T-D CENTRE TORONTO ON M5J 2Z9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 21

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

29

RUN NUMBER : 339
RUN DATE : 2013/12/05
ID : 20131205094049.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SILVER STREAMS HOMES INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
650843667

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		02		004		20090105 1934 1531 4201		

02 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
03 BUSINESS NAME — ONTARIO CORPORATION NO.
04 ADDRESS

05 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
06 BUSINESS NAME — ONTARIO CORPORATION NO.
07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

11 MOTOR — YEAR — MAKE — MODEL — V.I.N.
12 VEHICLE

13 GENERAL COLLATERAL DESCRIPTION — DEVELOPMENT, USE OR DISPOSITION OF THE LANDS AND PREMISES LEGALLY
14 DESCRIBED AS LT 7, PL M807, S/T LB43081, RICHMOND HILL AS
15 REPRESENTED BY PROPERTY IDENTIFIER NUMBER 03206-0307 (LT) AND LOT

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 22

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(e) Ns 09/2013)

Ontario

RUN NUMBER : 339
RUN DATE : 2013/12/05
ID : 20131205094049.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SILVER STREAMS HOMES INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
650843667

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		03		004		20090105 1934 1531 4201		

02 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
03 BUSINESS NAME
ONTARIO CORPORATION NO.
04 ADDRESS

05 DEBTOR NAME — DATE OF BIRTH — FIRST GIVEN NAME — INITIAL — SURNAME
06 BUSINESS NAME
ONTARIO CORPORATION NO.
07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

11 MOTOR — YEAR — MAKE — MODEL — V.I.N.
12 VEHICLE

13 GENERAL 60, PL M807, RICHMOND HILL AS REPRESENTED BY PROPERTY IDENTIFIER
14 COLLATERAL NUMBER 03206/0308 (LT) AND LT 5, PL M807, S/T LB43081, RICHMOND HILL
15 DESCRIPTION AS REPRESENTED BY PROPERTY IDENTIFIER NUMBER 03206-0305 (LT) AND LT

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 23

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

26

Ontario

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SILVER STREAMS HOMES INC.
FILE CURRENCY : 04DEC 2013

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 650843667

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		04		004		20090105 1934 1531 4201		

02 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
03 BUSINESS NAME — ONTARIO CORPORATION NO.
04 ADDRESS

05 DEBTOR NAME — DATE OF BIRTH / FIRST GIVEN NAME / INITIAL / SURNAME
06 BUSINESS NAME — ONTARIO CORPORATION NO.
07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

11 MOTOR VEHICLE — YEAR / MAKE / MODEL / V.I.N.
12

13 GENERAL COLLATERAL DESCRIPTION 6, PL M807, S/T LB43081, RICHMOND HILL AS REPRESENTED BY PROPERTY
14 IDENTIFIER NUMBER 03206-0306 (LT).
15

16 REGISTERING AGENT
17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 24

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(crj1fs 09/2013)

Ontario

RUN NUMBER : 339
RUN DATE : 2013/12/05
ID : 20131205094049.21

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SILVER STREAMS HOMES INC.
FILE CURRENCY : 04DEC 2013

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
684480231	20130201 1512 6005 5510			
680706459	20120815 1102 6005 2992			
674797761	20111202 1209 6005 8931			
674190378	20111107 1403 1462 7539	20120725 1132 1793 8322		
669994713	20110519 1017 1862 9563			
650849733	20090106 0954 1862 7234	20110526 1409 1862 0121	20110526 1409 1862 0125	
650843667	20090105 1934 1531 4201			

10 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

CERTIFIED BY/CERTIFIÉES PAR

263

REGISTRAR OF
PERSONAL PROPERTY SECURITY
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crfj3 09/2013)

Ontario

265

Ontario

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HOMENEWSROOMSERVICESYOUR GOVERNMENTABOUT ONTARIO

Access Now - Personal Property Lien

Main Menu > New Enquiry
Web Page ID: WEnqResult File Currency: 04DEC 2013 System Date: 05DEC2013

All Pages Show All Pages

Note: All pages have been returned.

Type of Search	Business Debtor							
Search Conducted On	2147650 ONTARIO INC.							
File Currency	04DEC 2013							
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
	650849733	1	8	1	23	06JAN 2014		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
650849733		001	003		20090106 0954 1862 7234	P PPSA	5

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation No.
	2147650 ONTARIO INC.			
	Address	City	Province	Postal Code
	103 NAUGHTON DRIVE	RICHMOND HILL	ON	L4C 8B3

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation No.
	2147681 ONTARIO INC.			
	Address	City	Province	Postal Code
	103 NAUGHTON DRIVE	RICHMOND HILL	ON	L4C 8B3

Secured Party	Secured Party / Lien Claimant			
	DAPAUL MANAGEMENT LIMITED			
	Address	City	Province	Postal Code
	204-181 EGLINTON AVE. E.	TORONTO	ON	M4P 1J4

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
					X		5500000	16DEC2010	

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	ASSIGNMENT OF PROCEEDS UNDER AGREEMENTS OF PURCHASE AND SALE.

Registering Agent	Registering Agent			
	JACK GREENBERG			
	Address	City	Province	Postal Code
	204-181 EGLINTON AVE. E.	TORONTO	ON	M4P 1J4

CONTINUED

266

Type of Search	Business Debtor							
Search Conducted On	2147650 ONTARIO INC.							
File Currency	04DEC 2013							
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
	650849733	1	8	2	23	06JAN 2014		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
650849733		002	003		20090106 0954 1862 7234		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation No.	
	2148991 ONTARIO INC.				
	Address		City	Province	Postal Code
	103 NAUGHTON DRIVE		RICHMOND HILL	ON	L4C 8B3

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation No.	
	SILVER STREAMS HOMES (PUCCINI) INC.				
	Address		City	Province	Postal Code
	103 NAUGHTON DRIVE		RICHMOND HILL	ON	L4C 8B3

Secured Party	Secured Party / Lien Claimant			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

267

Type of Search	Business Debtor						
Search Conducted On	2147650 ONTARIO INC.						
File Currency	04DEC 2013						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	650849733	1	8	3	23	06JAN 2014	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
650849733		003	003		20090106 0954 1862 7234		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation No.	
	SYMPHONY SERIES CO-TENANCY CORP.				
	Address		City	Province	Postal Code
	103 NAUGHTON DRIVE		RICHMOND HILL	ON	L4C 8B3

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation No.	
	SILVER STREAMS HOMES INC.				
	Address		City	Province	Postal Code
	103 NAUGHTON DRIVE		RICHMOND HILL	ON	L4C 8B3

Secured Party	Secured Party / Lien Claimant			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

268

Type of Search	Business Debtor					
Search Conducted On	2147650 ONTARIO INC.					
File Currency	04DEC 2013					
	File Number	Family	of Families	Page	of Pages	
	650849733	1	8	4	23	

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		001	002		20110526 1409 1862 0121	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	650849733		X	J OTHER		

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	Business Debtor Name		
	2148991 ONTARIO INC.		

Other Change	Other Change
	SUBORDINATION

Reason / Description	Reason / Description
	TO POSTPONE AND SUBORDINATE FILE #650849733 IN FAVOUR OF DAPAUL
	MANAGEMENT LIMITED UNDER REGISTRATION NO. 20090106095418627234 TO
	FILE NO. 670001184 IN FAVOUR OF CAREVEST CAPITAL INC. UNDER

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname

	Business Debtor Name	Ontario Corporation No.

	Address	City	Province	Postal Code

Assignor	Assignor

Secured Party	Secured Party/ Lien Claimant/ Assignee

	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent or Secured Party/ Lien Claimant			
	JACK GREENBERG			
	Address	City	Province	Postal Code
	204-181 EGLINTON AVE. E.	TORONTO	ON	M4P 1J4

CONTINUED

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Type of Search	Business Debtor				
Search Conducted On	2147650 ONTARIO INC.				
File Currency	04DEC 2013				
	File Number	Family	of Families	Page	of Pages
	650849733	1	8	5	23

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		002	002		20110526 1409 1862 0121	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	650849733					

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	Business Debtor Name		

Other Change	Other Change
	SUBORDINATION
Reason / Description	**Reason / Description**
	REGISTRATION NO. 20110519110218629577.

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname
	Business Debtor Name			Ontario Corporation No.
	Address		City	Province / Postal Code

Assignor	Assignor			
Secured Party	Secured Party/ Lien Claimant/ Assignee			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent or Secured Party/ Lien Claimant			
	Address	City	Province	Postal Code

CONTINUED

270

Type of Search	Business Debtor				
Search Conducted On	2147650 ONTARIO INC.				
File Currency	04DEC 2013				
	File Number	Family	of Families	Page	of Pages
	650849733	1	8	6	23

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		001	002		20110526 1409 1862 0125	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	650849733		X	J OTHER		

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	Business Debtor Name		
	SILVER STREAMS HOMES INC.		

Other Change	Other Change
	SUBORDINATION

Reason / Description	Reason / Description
	TO POSTPONE AND SUBORDINATE FILE #650849733 IN FAVOUR OF DAPAUL
	MANAGEMENT LIMITED UNDER REGISTRATION NO. 20090106095418627234 TO
	FILE NO. 670002111 IN FAVOUR OF CAREVEST CAPITAL INC. UNDER

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname
	Business Debtor Name			Ontario Corporation No.
	Address	City	Province	Postal Code

Assignor	Assignor			
Secured Party	Secured Party/ Lien Claimant/ Assignee			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent or Secured Party/ Lien Claimant			
	JACK GREENBERG			
	Address	City	Province	Postal Code
	204-181 EGLINTON AVE. E.	TORONTO	ON	M4P 1J4

CONTINUED

271

Type of Search	Business Debtor				
Search Conducted On	2147650 ONTARIO INC.				
File Currency	04DEC 2013				
	File Number	Family	of Families	Page	of Pages
	650849733	1	8	7	23

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		002	002		20110526 1409 1862 0125	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	650849733					

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	Business Debtor Name		

Other Change	Other Change
	SUBORDINATION
Reason / Description	Reason / Description
	REGISTRATION NO. 20110519110218629578.

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname
	Business Debtor Name			Ontario Corporation No.

	Address	City	Province	Postal Code

Assignor	Assignor
Secured Party	Secured Party/ Lien Claimant/ Assignee

	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent or Secured Party/ Lien Claimant			
	Address	City	Province	Postal Code

END OF FAMILY

272

Type of Search	Business Debtor
Search Conducted On	2147650 ONTARIO INC.
File Currency	04DEC 2013

File Number	Family	of Families	Page	of Pages	Expiry Date	Status
655289064	2	8	8	23	31JUL 2014	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
655289064		001	4		20090731 1116 1590 9041	P PPSA	5

	Date of Birth	First Given Name	Initial	Surname
Individual Debtor				

	Business Debtor Name	Ontario Corporation No.
Business Debtor	2148991 ONTARIO INC.	

Address	City	Province	Postal Code
103 NAUGHTON DRIVE	RICHMOND HILL	ON	L4C 8B3

	Date of Birth	First Given Name	Initial	Surname
Individual Debtor				

	Business Debtor Name	Ontario Corporation No.
Business Debtor	2147650 ONTARIO INC.	

Address	City	Province	Postal Code
103 NAUGHTON DRIVE	RICHMOND HILL	ON	L4C 8B3

Secured Party	Secured Party / Lien Claimant
	BANK OF MONTREAL

Address	City	Province	Postal Code
100 KING STREET WEST, 11TH FLOOR	TORONTO	ON	M5X 1A1

	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Collateral Classification		X	X	X	X				

	Year	Make	Model	V.I.N.
Motor Vehicle Description				

	General Collateral Description
General Collateral Description	GUARANTEE AND POSTPONEMENT OF CLAIM IN RESPECT OF 2148990 ONTARIO
	INC. AND 2148993 ONTARIO INC., RELATING TO THE PROPERTY USED IN
	CONNECTION WITH, SITUATE AT OR ARISING FROM THE OWNERSHIP,

Registering Agent	Registering Agent
	FOGLER, RUBINOFF LLP (A. TEIXEIRA)

Address	City	Province	Postal Code
1200 95 WELLINGTON ST. WEST, SUITE 1200	TORONTO	ON	M5J 2Z9

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Type of Search	Business Debtor						
Search Conducted On	2147650 ONTARIO INC.						
File Currency	04DEC 2013						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	655289064	2	8	9	23	31JUL 2014	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
655289064		002	4		20090731 1116 1590 9041		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation No.
	Address	City	Province	Postal Code

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation No.
	Address	City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	DEVELOPMENT, USE OR DISPOSITION OF THE LANDS AND PREMISES LEGALLY
	DESCRIBED AS LT 7, PL M807, S/T LB43081, RICHMOND HILL AS REPRESENTED
	BY PROPERTY IDENTIFIER 03206-0307 (LT) AND LT 60, PL M807, RICHMOND

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

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Type of Search	Business Debtor						
Search Conducted On	2147650 ONTARIO INC.						
File Currency	04DEC 2013						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	655289064	2	8	10	23	31JUL 2014	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
655289064		003	4		20090731 1116 1590 9041		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation No.
	Address		City	Province / Postal Code

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation No.
	Address		City	Province / Postal Code

Secured Party	Secured Party / Lien Claimant			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	HILL AS REPRESENTED BY PROPERTY IDENTIFIER NUMBER 03206-0308 (LT) AND
	LT 5, PL M807, S/T LB43081, RICHMOND HILL AS REPRESENTED BY PROPERTY
	IDENTIFIER NUMBER 03206-0305 (LT) AND LT 6, PL M807, S/T LB43081,

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

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Type of Search	Business Debtor						
Search Conducted On	2147650 ONTARIO INC.						
File Currency	04DEC 2013						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	655289064	2	8	11	23	31JUL 2014	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
655289064		004	4		20090731 1116 1590 9041		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation No.	
	Address		City	Province	Postal Code

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation No.	
	Address		City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	RICHMOND HILL AS REPRESENTED BY PROPERTY IDENTIFIER NUMBER 03206-0306
	(LT)

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

END OF FAMILY

276

Type of Search	Business Debtor
Search Conducted On	2147650 ONTARIO INC.
File Currency	04DEC 2013

File Number	Family	of Families	Page	of Pages	Expiry Date	Status
669856356	3	8	12	23	13MAY 2016	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
669856356		001	3		20110513 1144 1590 1756	P PPSA	5

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation No.
	2147681 ONTARIO INC.			
	Address	City	Province	Postal Code
	103 NAUGHTON DRIVE	RICHMOND HILL	ON	L4C 8B3

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation No.
	2147650 ONTARIO INC.			
	Address	City	Province	Postal Code
	103 NAUGHTON DRIVE	RICHMOND HILL	ON	L4C 8B3

Secured Party	Secured Party / Lien Claimant			
	BANK OF MONTREAL			
	Address	City	Province	Postal Code
	100 KING STREET WEST, 11TH FLOOR	TORONTO	ON	M5X 1A1

	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Collateral Classification		X	X	X	X				

	Year	Make	Model	V.I.N.
Motor Vehicle Description				

General Collateral Description	General Collateral Description
	SECURITY INTEREST IN THE PROPERTY USED IN CONNECTION WITH, SITUATE AT
	OR ARISING FROM THE OWNERSHIP, DEVELOPMENT, USE OR DISPOSITION OF THE
	LANDS AND PREMISES LEGALLY DESCRIBED AS LOTS 2-6 AND LOTS 8-21, PLAN

Registering Agent	Registering Agent			
	FOGLER, RUBINOFF LLP (A. TEIXEIRA)			
	Address	City	Province	Postal Code
	95 WELLINGTON ST. WEST, SUITE 1200 TD C	TORONTO	ON	M5J 2Z9

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Type of Search	Business Debtor								
Search Conducted On	2147650 ONTARIO INC.								
File Currency	04DEC 2013								
	File Number	Family	of Families	Page	of Pages	Expiry Date		Status	
	669856356	3	8	13	23	13MAY 2016			

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
669856356		002	3		20110513 1144 1590 1756		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation No.	
	Address		City	Province	Postal Code

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation No.	
	Address		City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	65M4249, TOWN OF RICHMOND HILL AS REPRESENTED BY PROPERTY IDENTIFIER
	NOS. 0 3206-3419 TO AND INCLUDING 03206-3423 AND NOS. 03206-3425 TO
	AND INCLUDING 03206-3438 AND KNOWN AS THE PHASE II LANDS IN THE

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

278

Type of Search	Business Debtor
Search Conducted On	2147650 ONTARIO INC.
File Currency	04DEC 2013

	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	669856356	3	8	14	23	13MAY 2016	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
669856356		003	3		20110513 1144 1590 1756		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation No.	
	Address		City	Province	Postal Code

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation No.	
	Address		City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	PUCCINI PROJECT, RICHMOND HILL, ONTARIO.

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

END OF FAMILY

279

Type of Search	Business Debtor								
Search Conducted On	2147650 ONTARIO INC.								
File Currency	04DEC 2013								
	File Number	Family	of Families	Page	of Pages	Expiry Date		Status	
	670345587	4	8	15	23	02JUN 2014			

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
670345587		001	002		20110602 1143 1862 0808	P PPSA	3

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation No.	
	2148990 ONTARIO INC.				
	Address		City	Province	Postal Code
	103 NAUGHTON DRIVE		RICHMOND HILL	ON	L4C 8B3

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation No.	
	2148993 ONTARIO INC.				
	Address		City	Province	Postal Code
	103 NAUGHTON DRIVE		RICHMOND HILL	ON	L4C 8B3

Secured Party	Secured Party / Lien Claimant			
	JACK GREENBERG IN TRUST			
	Address	City	Province	Postal Code
	204-181 EGLINTON AVE EAST	TORONTO	ON	M4P 1J4

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
				X	X		3200000	02JUN2012	

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	ASSIGNMENT OF ALL CASH DEPOSITS AND CASH SECURITY OR CASH
	COLLATERALIZATIONS OF LETTERS OF CREDIT IN RELATION TO THE HOMES TO
	BE CONSTRUCTED ON LANDS PREVIOUSLY KNOWN AS 56-58-60-62-64-66-68-70

Registering Agent	Registering Agent			
	JACK GREENBERG			
	Address	City	Province	Postal Code
	204-181 EGLINTON AVE. E.	TORONTO	ON	M4P 1J4

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Type of Search	Business Debtor							
Search Conducted On	2147650 ONTARIO INC.							
File Currency	04DEC 2013							
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
	670345587	4	8	16	23	02JUN 2014		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
670345587		002	002		20110602 1143 1862 0808		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation No.	
	2147650 ONTARIO INC.				
	Address		City	Province	Postal Code
	103 NAUGHTON DRIVE		RICHMOND HILL	ON	L4C 8B3

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation No.	
	2147681 ONTARIO INC.				
	Address		City	Province	Postal Code
	103 NAUGHTON DRIVE		RICHMOND HILL	ON	L4C 8B3

Secured Party	Secured Party / Lien Claimant			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	PUCCINI DRIVE, RICHMOND HILL

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

END OF FAMILY

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Type of Search	Business Debtor							
Search Conducted On	2147650 ONTARIO INC.							
File Currency	04DEC 2013							
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
	670345632	5	8	17	23	02JUN 2014		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
670345632		001	002		20110602 1144 1862 0809	P PPSA	3

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation No.	
	2148990 ONTARIO INC.				
	Address		City	Province	Postal Code
	103 NAUGHTON DRIVE		RICHMOND HILL	ON	L4C 8B3

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation No.	
	2148993 ONTARIO INC.				
	Address		City	Province	Postal Code
	103 NAUGHTON DRIVE		RICHMOND HILL	ON	L4C 8B3

Secured Party	Secured Party / Lien Claimant			
	53 PUCCINI MORTGAGE CORP.			
	Address	City	Province	Postal Code
	204-181 EGLINTON AVE EAST	TORONTO	ON	M4P 1J4

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
				X	X		2000000	02JUN2012	

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	ASSIGNMENT OF ALL CASH DEPOSITS AND CASH SECURITY OR CASH
	COLLATERALIZATIONS OF LETTERS OF CREDIT IN RELATION TO THE HOMES TO
	BE CONSTRUCTED ON LANDS PREVIOUSLY KNOWN AS 56-58-60-62-64-66-68-70

Registering Agent	Registering Agent			
	JACK GREENBERG			
	Address	City	Province	Postal Code
	204-181 EGLINTON AVE. E.	TORONTO	ON	M4P 1J4

CONTINUED

282

Type of Search	Business Debtor							
Search Conducted On	2147650 ONTARIO INC.							
File Currency	04DEC 2013							
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
	670345632	5	8	18	23	02JUN 2014		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
670345632		002	002		20110602 1144 1862 0809		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation No.	
	2147650 ONTARIO INC.				
	Address	City		Province	Postal Code
	103 NAUGHTON DRIVE	RICHMOND HILL		ON	L4C 8B3

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation No.	
	2147681 ONTARIO INC.				
	Address	City		Province	Postal Code
	103 NAUGHTON DRIVE	RICHMOND HILL		ON	L4C 8B3

Secured Party	Secured Party / Lien Claimant			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	PUCCINI DRIVE, RICHMOND HILL

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

END OF FAMILY

233

Type of Search	Business Debtor							
Search Conducted On	2147650 ONTARIO INC.							
File Currency	04DEC 2013							
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
	670345659	6	8	19	23	02JUN 2014		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
670345659		001	002		20110602 1144 1862 0810	P PPSA	3

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation No.	
	2148990 ONTARIO INC.				
	Address		City	Province	Postal Code
	103 NAUGHTON DRIVE		RICHMOND HILL	ON	L4C 8B3

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation No.	
	2148993 ONTARIO INC.				
	Address		City	Province	Postal Code
	103 NAUGHTON DRIVE		RICHMOND HILL	ON	L4C 8B3

Secured Party	Secured Party / Lien Claimant			
	NASTELL INVESTMENTS LIMITED			
	Address	City	Province	Postal Code
	204-181 EGLINTON AVE EAST	TORONTO	ON	M4P 1J4

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
				X	X		3200000	02JUN2012	

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	ASSIGNMENT OF ALL CASH DEPOSITS AND CASH SECURITY OR CASH
	COLLATERALIZATIONS OF LETTERS OF CREDIT IN RELATION TO THE HOMES TO
	BE CONSTRUCTED ON LANDS PREVIOUSLY KNOWN AS 56-58-60-62-64-66-68-70

Registering Agent	Registering Agent			
	JACK GREENBERG			
	Address	City	Province	Postal Code
	204-181 EGLINTON AVE. E.	TORONTO	ON	M4P 1J4

CONTINUED

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Type of Search	Business Debtor						
Search Conducted On	2147650 ONTARIO INC.						
File Currency	04DEC 2013						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	670345659	6	8	20	23	02JUN 2014	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
670345659		002	002		20110602 1144 1862 0810		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation No.	
	2147650 ONTARIO INC.				
	Address		City	Province	Postal Code
	103 NAUGHTON DRIVE		RICHMOND HILL	ON	L4C 8B3

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation No.	
	2147681 ONTARIO INC.				
	Address		City	Province	Postal Code
	103 NAUGHTON DRIVE		RICHMOND HILL	ON	L4C 8B3

Secured Party	Secured Party / Lien Claimant			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	PUCCINI DRIVE, RICHMOND HILL

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

END OF FAMILY

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Type of Search	Business Debtor						
Search Conducted On	2147650 ONTARIO INC.						
File Currency	04DEC 2013						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	675809622	7	8	21	23	24JAN 2017	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
675809622		001	2		20120124 1450 1590 5194	P PPSA	5

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation No.	
	2147650 ONTARIO INC.				
	Address		City	Province	Postal Code
	103 NAUGTON DRIVE		RICHMOND HILL	ON	L4C 8B3

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation No.	
	2148990 ONTARIO INC.				
	Address		City	Province	Postal Code
	103 NAUGHTON DRIVE		RICHMOND HILL	ON	L4C 8B3

Secured Party	Secured Party / Lien Claimant			
	BANK OF MONTREAL			
	Address	City	Province	Postal Code
	100 KING STREET WEST, 11TH FLOOR	TORONTO	ON	M5X 1A1

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X				

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	SECURITY INTEREST IN THE PROPERTY USED IN CONNECTION WITH, SITUATE AT
	OR ARISING FROM THE OWNERSHIP, DEVELOPMENT, USE OR DISPOSITION OF THE
	LANDS AND PREMISES LEGALLY DESCRIBED IN PROPERTY IDENTIFIER NOS.

Registering Agent	Registering Agent			
	FOGLER, RUBINOFF LLP (A. TEIXEIRA)			
	Address	City	Province	Postal Code
	95 WELLINGTON ST. WEST, SUITE 1200 TD C	TORONTO	ON	M5J 2Z9

CONTINUED

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Type of Search	Business Debtor							
Search Conducted On	2147650 ONTARIO INC.							
File Currency	04DEC 2013							
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
	675809622	7	8	22	23	24JAN 2017		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
675809622		002	2		20120124 1450 1590 5194		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation No.	
	2148993 ONTARIO INC.				
	Address		City	Province	Postal Code
	103 NAUGHTON DRIVE		RICHMOND HILL	ON	L4C 8B3

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation No.	
	2147681 ONTARIO INC.				
	Address		City	Province	Postal Code
	103 NAUGHTON DRIVE		RICHMOND HILL	ON	L4C 8B3

Secured Party	Secured Party / Lien Claimant			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	03206-3408 LT, 03206-3410 LT, 03206-3411 LT AND 03206-3450 LT AND
	KNOWN AS THE PHASE III LANDS IN THE PUCCINI PROJECT, RICHMOND HILL,
	ONTARIO.

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

END OF FAMILY

287

Type of Search	Business Debtor							
Search Conducted On	2147650 ONTARIO INC.							
File Currency	04DEC 2013							
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
	680428521	8	8	23	23	02AUG 2017		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
680428521		001	001		20120802 1425 1862 5116	P PPSA	5

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation No.	
	2147650 ONTARIO INC.			2147650	
	Address		City	Province	Postal Code
	103 NAUGHTON BLVD		RICHMOND HILL	ON	L4C 8B3

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
	07OCT1962	IMRAN		JINNAH	
Business Debtor	Business Debtor Name			Ontario Corporation No.	
	Address		City	Province	Postal Code
	103 NAUGHTON DRIVE		RICHMOND HILL	ON	L4C 8B3

Secured Party	Secured Party / Lien Claimant			
	HOME TRUST COMPANY OF CANADA			
	Address	City	Province	Postal Code
	2300-145 KING STREET WEST	TORONTO	ON	M5H 1J8

	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Collateral Classification				X			735000	01AUG2013	

	Year	Make	Model	V.I.N.
Motor Vehicle Description				

General Collateral Description	General Collateral Description
	GENERAL ASSIGNMENT OF RENT FOR PROPERTY LOCATED AT 94 PUCCINI DRIVE,
	RICHMOND HILL, ONTARIO.

Registering Agent	Registering Agent			
	CYBERBAHN			
	Address	City	Province	Postal Code
	400-333 BAY STREET	TORONTO	ON	M5H 2R2

LAST PAGE
Note: All pages have been returned.

BACK TO TOP

All Pages Show All Pages

THIS IS EXHIBIT "I" TO

THE AFFIDAVIT OF IMRAN JINNAH

SWORN BEFORE ME THIS 11TH

DAY OF DECEMBER, 2013.

A Commissioner etc.

NOTICE OF SALE UNDER MORTGAGE

TO: SEE SCHEDULE "A" ATTACHED HERETO

TAKE NOTICE THAT default has been made in payment of moneys due under a certain mortgage dated the 18TH day of October , 2010 made between:

2148990 ONTARIO INC.

AND

53 PUCCINI MORTGAGE CORP.

upon the properties described as Lots 16, 18, 19, 20, 21, 22, 23, 24 and 25 on Plan 65M4331 Town of Richmond Hill, Province of Ontario

which mortgage was registered on the 18th day of October , 2010 in the Land Registry Office for the Land Titles Division of York (No. 65) as Instrument No. YR 1562903 and amended under Instrument No. YR1657652 in the said Land Registry Office

and we hereby give you notice that the amount due on the said mortgage for principal money, interest and costs, respectively, is $ 2,024,166.67, made up as follows:

Principal Balance as at August 2, 2013	$2,000,000.00
Accrued Interest to August 12, 2013	$ 21,666.67
Costs (plus H.S.T.)	$ 2,500.00
Total Outstanding	$2,024,166.67

(such amount for costs being up to and including the service of this notice only, and thereafter such further costs and disbursements will be charged as may be proper), together with interest at the rate of thirteen (13%) per cent per annum calculated monthly not in advance, on the principal, interest and costs hereinbefore mentioned, from August 12, 2013, to the date of payment.

AND unless the said sums are paid on or before September 23, 2013, 53 PUCCINI MORTGAGE CORP. shall sell the property covered by the said mortgage under the provisions contained in it.

THIS notice isgiven to you as you appear to have an interest in the mortgaged property and may be entitled to redeem same.

Dated at Toronto this 12th day of August 2013.

53 PUCCINI MORTGAGE CORP., Mortgagee

By its solicitors and authorized agent

Law Offices of Jack Greenberg

Barristers and Solicitors

Suite204, 181 Eglinton Ave East

Toronto, Ontario, M4P 1J4

P:R: ____________

Jack Greenberg

SCHEDULE "A"

2148990 ONTARIO INC.	2148990 ONTARIO INC.	2148990 ONTARIO INC.
103 Naughton Drive	51 Oxford St.	63 Puccini Drive
Richmond Hill, Ontario	Richmond Hill, Ontario	Richmond Hill, Ontario
L4C 8B3	L4C 4L6	L4E 2Z2

CON-DRAIN COMPANY (1983) LIMITED

C/O KOSKIE MINSKY LLP

900-20 Queen Street W.

Toronto, Ontario, M5H 3R3

CON-DRAIN COMPANY (1983) LIMITED

30 Floral Parkway

Concord, Ontario

L4K 4R1

NOTICE OF SALE UNDER MORTGAGE

TO: SEE SCHEDULE "A" ATTACHED HERETO

TAKE NOTICE THAT default has been made in payment of moneys due under a certainmortgage dated the 2nd day of June , 2011 made between:

2147650 ONTARIO INC.

AND

53 PUCCINI MORTGAGE CORP.

upon the properties described as Lots 1, 2, 3, 4 and 5 on Plan 65M4331 Town of Richmond Hill, Province of Ontario

which mortgage was registered on the 2nd day of June , 2011 in the Land Registry Office for the Land Titles Division of York (No. 65) as Instrument No. YR 1657654 and postponed under Instrument Nos. YR1812189 and YR1961367 in the said Land Registry Office

and we hereby give you notice that the amount due on the said mortgage for principal money, interest and costs, respectively, is $ 2,024,166.67, made up as follows:

Principal Balance as at August 2, 2013	$2,000,000.00
Accrued Interest to August 12, 2013	$ 21,666.67
Costs (plus H.S.T.)	$ 2,500.00
Total Outstanding	$2,024,166.67

(such amount for costs being up to and including the service of this notice only, and thereafter such further costs and disbursements will be charged as may be proper), together with interest at the rate of thirteen (13%) per cent per annum calculated monthly not in advance, on the principal, interest and costs hereinbefore mentioned, from August 12, 2013, to the date of payment.

AND unless the said sums are paid on or before September 23, 2013, 53 PUCCINI MORTGAGE CORP. shall sell the property covered by the said mortgage under the provisions contained in it.

THIS notice is given to you as you appear to have an interest in the mortgaged property and may be entitled to redeem same.

Dated at Toronto this 12th day of August 2013.

53 PUCCINI MORTGAGE CORP., Mortgagee

By its solicitors and authorized agent

Law Offices of Jack Greenberg

Barristers and Solicitors

Suite 204, 181 Eglinton Ave East

Toronto, Ontario M4P 1J4

PER: ____________

Jack Greenberg

SCHEDULE "A"

2147650 ONTARIO INC.
103 Naughton Drive
Richmond Hill, Ontario
L4C 8B3

2147650 ONTARIO INC.
51 Oxford St.
Richmond Hill, Ontario
L4C 4L6

2147650 ONTARIO INC.
63 Puccini Drive
Richmond Hill, Ontario
L4E 2Z2

CON-DRAIN COMPANY (1983) LIMITED
C/O KOSKIE MINSKY LLP
900-20 Queen Street W.
Toronto, Ontario, M5H 3R3

CON-DRAIN COMPANY (1983) LIMITED
30 Floral Parkway
Concord, Ontario
L4K 4R1

NOTICE OF SALE UNDER MORTGAGE

TO: SEE SCHEDULE "A" ATTACHED HERETO

TAKE NOTICE THAT default has been made in payment of moneys due under a certain mortgage dated the 18TH day of October , 2010 made between:

2148993 ONTARIO INC.

AND

53 PUCCINI MORTGAGE CORP.

upon the properties described as Lots 12 and 14 on Plan 65M4331 Town of RichmondHill, Province of Ontario

which mortgage was registered on the 18th day of October , 2010 in the Land Registry Office for the Land Titles Division of York (No. 65) as Instrument No. YR 1562904 and amended under Instrument No. YR1657653 in the said Land Registry Office

and we hereby give you notice that the amount due on the said mortgage for principal money, interest and costs, respectively, is $ 2,024,166.67, made up as follows:

Principal Balance as at August 2, 2013	$2,000,000.00
Accrued Interest to August 12, 2013	$ 21,666.67
Costs (plus H.S.T.)	$ 2,500.00
Total Outstanding	$2,024,166.67

(such amount for costs being up to and including the service of this notice only, and thereafter such further costs and disbursements will be charged as may be proper), together with interest at the rate of thirteen (13%) per cent per annum calculated monthly not in advance, on the principal, interest and costs hereinbefore mentioned, from August 12, 2013, to the date of payment.

AND unless the said sums are paid on or before September 23, 2013, 53 PUCCINI MORTGAGE CORP. shall sell the property covered by the said mortgage under the provisions contained in it.

THIS notice is given to you as you appear to have an interest in the mortgaged property and may be entitled to redeem same.

Dated at Toronto this 12th day of August 2013.

53 PUCCINI MORTGAGE CORP., Mortgagee

By its solicitors and authorized agent

Law Offices of Jack Greenberg

Barristers and Solicitors

Suite 204, 181 Eglinton Ave East

Toronto, Ontario, M4P 1J4

PER: ______________________

Jack Greenberg

SCHEDULE "A"

2148993 ONTARIO INC.

103 Naughton Drive

Richmond Hill, Ontario

L4C 8B3

2148993 ONTARIO INC.

51 Oxford St.

Richmond Hill, Ontario

L4C 4L6

2148993 ONTARIO INC.

63 Puccini Drive

Richmond Hill, Ontario

L4E 2Z2

CON-DRAIN COMPANY (1983) LIMITED

C/O KOSKIE MINSKY LLP

900-20 Queen Street W.

Toronto, Ontario, M5H 3R3

CON-DRAIN COMPANY (1983) LIMITED

30 Floral Parkway

Concord, Ontario

L4K 4R1

NOTICE OF SALE UNDER MORTGAGE

TO: SEE SCHEDULE "A" ATTACHED HERETO

TAKE NOTICE THAT default has been made in payment of moneys due under a certain mortgage dated the 7TH day of October, 2009 made between:

2147681 ONTARIO INC.

AND

388242 ONTARIO LIMITED

upon the properties described as Lot 1 on Plan 65M4249 Town of Richmond Hill, Province of Ontario

which mortgage was registered on the 7th day of October, 2009 in the Land Registry Office for the Land Titles Division of York (No. 65) as Instrument No. YR 1386707

and we hereby give you notice that the amount due on the said mortgage for principal money, interest and costs, respectively, is $ 793,891.44, made up as follows:

Principal Balance as at August 7, 2013	$ 782,431.00
Accrued Interest to August 29, 2013	$ 8,960.44
Costs (plus H.S.T.)	$ 2,500.00
Total Outstanding	$ 793,891.44

(such amount for costs being up to and including the service of this notice only, and thereafter such further costs and disbursements will be charged as may be proper), together with interest at the rate of nineteen (19%) per cent per annum calculated monthly not in advance, on the principal, interest and costs hereinbefore mentioned, from August 29, 2013, to the date of payment.

AND unless the said sums are paid on or before October 8, 2013, 388242 ONTARIO LIMITED shall sell the property covered by the said mortgage under the provisions contained in it.

THIS notice is given to you as you appear to have an interest in the mortgaged property and may be entitled to redeem same.

Dated at Toronto this 29th day of August 2013.

388242 ONTARIO LIMITED, Mortgagee

By its solicitors and authorized agent

Law Offices of Jack Greenberg

Barristers and Solicitors

Suite 204, 181 Eglinton Ave East

Toronto, Ontario, M4P 1J4

PER: ______________________

Jack Greenberg

SCHEDULE "A"

2147681 ONTARIO INC.

103 Naughton Drive

Richmond Hill, Ontario

L4C 8B3

2147681 ONTARIO INC.

51 Oxford St.

Richmond Hill, Ontario

L4C 4L6

2147681 ONTARIO INC.

63 Puccini Drive

Richmond Hill, Ontario

L4E 2Z2

CON-DRAIN COMPANY (1983) LIMITED

C/O KOSKIE MINSKY LLP

900-20 Queen Street W.

Toronto, Ontario, M5H 3R3

CON-DRAIN COMPANY (1983) LIMITED

30 Floral Parkway

Concord, Ontario

L4K 4R1

NOTICE OF SALE UNDER MORTGAGE

TO: SEE SCHEDULE "A" ATTACHED HERETO

TAKE NOTICE THAT default has been made in payment of moneys due under a certain mortgagedated the 20TH day of May , 2011 made between:

2148990 ONTARIO INC.

AND

CASTLE LANE DESIGN GROUP INC.

upon the properties described as Lots 23 and 24 on Plan 65M4249 Town of Richmond Hill, Province of Ontario

which mortgage was registered on the 20th day of May , 2011 in the Land Registry Office for the Land Titles Division of York (No. 65) as Instrument No. YR 1650738 and amended underInstrument Nos. YR 1795399 and YR 1890675 and also registered in the said Land Registry Office

and we hereby give you notice that the amount due on the said mortgage for principal money, interest and costs, respectively, is $ 407,431.51, made up as follows:

Principal Balance as at July 28, 2013	$ 400,000.00
Accrued Interest to August 27, 2013	$ 4,931.51
Costs (plus H.S.T.)	$ 2,500.00
Total Outstanding	$ 407,431.51

(such amount for costs being up to and including the service of this notice only, and thereafter such further costs and disbursements will be charged as may be proper), together with interest at the rate of fifteen (15%) per cent per annum calculated monthly not in advance, on the principal, interest and costs hereinbefore mentioned, from August 27, 2013, to the date of payment.

AND unless the said sums are paid on or before October 8th, 2013, CASTLE LANE DESIGN GROUP INC. shall sell the property covered by the said mortgage under the provisions contained in it.

THIS notice is given to you as you appear to have an interest in the mortgaged property and may be entitled to redeem same.

Dated at Toronto this 27th day of August 2013.

CASTLE LANE DESIGN GROUP INC., Mortgagee

By its solicitors and authorized agent

Law Offices of Jack Greenberg

Barristers and Solicitors

Suite 204, 181 Eglinton Ave East

Toronto, Ontario M4P 1J4

PER: ______________________

Jack Greenberg

SCHEDULE "A"

2148990 ONTARIO INC.	2148990 ONTARIO INC.	2148990 ONTARIO INC.
103 Naughton Drive	51 Oxford St.	63 Puccini Drive
Richmond Hill, Ontario	Richmond Hill, Ontario	Richmond Hill, Ontario
L4C 8B3	L4C 4L6	L4E 2Z2

CON-DRAIN COMPANY (1983) LIMITED

C/O KOSKIE MINSKY LLP

900-20 Queen Street W.

Toronto, Ontario, M5H 3R3

CON-DRAIN COMPANY (1983) LIMITED

30 Floral Parkway

Concord, Ontario

L4K 4R1

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. I OF II)

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