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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

IN THE MATTER OF A PLAN OF COMPROMISE 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

FIFTH REPORT TO COURT OF GRANT THORNTON LIMITED, MONITOR OF THE APPLICANTS UNDER THE *COMPANIES' CREDITORS ARRANGEMENT ACT*

SEPTEMBER 17, 2014

GrantThornton

Grant Thornton Limited,
Monitor of the Applicants under the *Companies' Creditors Arrangement Act*

Royal Bank Plaza
200 Bay Street, South Tower, 19th Floor
Toronto, Ontario, M5J 2P9

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BACKGROUND INFORMATION

1. Silver Streams Homes Inc. ("**Silver Streams**") is a residential home builder in the Greater Toronto Area.

2. Silver Streams Homes (Puccini) Inc. ("**Puccini**") was incorporated in October 2008 for the purpose of developing and selling homes in a development located at Bathurst St. and King Rd. in Richmond Hill, Ontario (the "**Puccini Project**"). Puccini is registered with Tarion and is the vendor under agreements of purchase and sale for homes in the Puccini Project.

3. Title to the some (but not all) of the lands in phases II and III of the Puccini Project is held by 2148993 Ontario Inc. ("**2148993**"), 2148990 Ontario Inc. ("**2148990**"), 2147681 Ontario Inc. ("**2147681**") and 2147650 Ontario Inc. ("**2147650**" and, collectively, the "**Title Holders**"). Silver Streams, Puccini and the Title Holders are collectively referred to as the "**Companies**" or the "**Applicants**".

4. On December 17, 2013, the Companies made an application to the Ontario Superior Court of Justice (Commercial List) (the "**Court**") to commence proceedings under the *Companies' Creditors Arrangement Act* (the "**CCAA Proceedings**"). On that date, the Court issued an order (the "**Initial Order**"), *inter alia*, granting the Companies' the protection of a stay of proceedings until January 16, 2014 and appointing Grant Thornton Limited ("**GTL**") as the Companies' monitor under the CCAA (the "**Monitor**"). A copy of the Initial Order is attached as **Appendix "1"**.

5. On January 16, April 17, June 26, 2014 and August 1, 2014, the Court issued orders (the "**Extension Orders**"), *inter alia*, extending the stay of proceedings first from January 16, 2014 to April 18, 2014, and then from April 18, 2014 to July 3, 2014 and lastly from July 3, 2014 to September 26, 2014. The Extension Orders also approved interim distributions to Bank of Montreal ("**BMO**"), Home Trust Company and Foremost Financial Corporation, subject to satisfactory reimbursement agreements between these parties and the Monitor, and authorized the Monitor to conduct the Claims Process (defined below). Copies of the Extension Orders are attached as **Appendix "2", Appendix "3", Appendix "4" and Appendix "5"**.

6. This report (the "**Fifth Report**") has been prepared by Grant Thornton Limited in its capacity as Monitor.

PURPOSE OF THE FIFTH REPORT

7. The purpose of this Fifth Report is to advise the Court with respect to:

   i) the status of the CCAA Proceedings, including the details of the activities of the Monitor and the Companies since the issuance of the Monitor's third report to Court dated June 26, 2014 (the "**Third Report**");

   ii) the status of the secured claims process currently being conducted by the Monitor, as authorized by the Court (the "**Claims Process**");

iii) the Companies' revised cash flow projection to January 16, 2015 (the "**Cash Flow Projection**");

iv) the Companies' receipts and disbursements since December 17, 2013 up to and including August 31, 2014 (the "**Interim R&D**");

v) the Companies' request for an Order:

a. extending the stay of proceedings from September 26, 2014, the date that the stay of proceedings currently expires, to and including January 16, 2015;

b. approving the Monitor's fourth report to Court dated August 8, 2014 (the "**Fourth Report**"), a copy of which is attached as **Appendix "6"**, including the Monitor's activities as described therein;

c. approving the Fifth Report and the Monitor's activities as described herein; and

d. approving the fees and disbursements of the Monitor and its independent counsel, Aird & Berlis LLP ("**A&B**"), as described herein and in the Fourth Report.

8. Detailed background information concerning the Companies and their stakeholders is provided in the affidavit of Imran Jinnah sworn December 11, 2013 (the "**Initial Jinnah Affidavit**"), the affidavit of Imran Jinnah sworn January 10, 2014 (the "**January Jinnah Affidavit**"), the affidavit of Imran Jinnah sworn April 9, 2014 (the "**April Jinnah Affidavit**"),

the affidavit of Imran Jinnah sworn June 19, 2014 (the "**June Jinnah Affidavit**"), and the affidavit of Imran Jinnah sworn September 16, 2014 (the "**September Jinnah Affidavit**"), all of which have been filed with the Court. Accordingly, the Monitor has not repeated information to this effect in this Fifth Report. Copies of all materials filed with the Court in these proceedings are accessible at: www.GrantThornton.ca/Silverstreams.

SCOPE AND TERMS OF REFERENCE

9. In preparing this Fifth Report, the Monitor has relied upon unaudited financial information, the Companies' records, financial information and projections and discussions with the Companies' management and employees. While the Monitor reviewed various documents provided by the Companies and believes that the information therein provides a fair summary of the transactions as reflected in the documents, such work does not constitute an audit or verification of such information for accuracy, completeness or compliance with Generally Accepted Accounting Principles ("**GAAP**") or International Financial Reporting Standards ("**IFRS**"). Accordingly, the Monitor expresses no opinion or other form of assurance pursuant to GAAP or IFRS with respect to such information.

10. Some of the information used in preparing this Fifth Report consists of financial projections, including the Cash Flow Projection. The Monitor cautions that these projections are based upon assumptions about future events and conditions that are not ascertainable. The Companies' actual results may vary from the Cash Flow Projection, even if the hypothetical and

probable assumptions contained therein materialize, and the variations could be significant. The Monitor's review of the future oriented information used to prepare this Fifth Report did not constitute an audit of such information under GAAP or IFRS.

11. In the course of its mandate, the Monitor has assumed the integrity and truthfulness of the information and explanations presented to it by the Companies and their management, within the context in which such information was presented. To date, nothing has come to the Monitor's attention that would cause it to question the reasonableness of these assumptions. The Monitor has requested that management bring to its attention any significant matters which were not addressed in the course of the Monitor's specific inquiries. Accordingly, this Fifth Report is based solely on the information (financial or otherwise) made available to the Monitor by the Companies.

12. This Fifth Report has been prepared for the use of this Court and the Companies' stakeholders as general information relating to the Companies and to assist the Court in deciding whether to grant the relief sought by the Applicants. Accordingly, the reader is cautioned that this Fifth Report may not be appropriate for any other purpose. The Monitor will not assume responsibility or liability for losses incurred by the reader as a result of the circulation, publication, reproduction or use of this Fifth Report contrary to the provisions of this paragraph.

13. All references to dollars are in Canadian currency unless otherwise noted.

14. Capitalized terms not defined in this Fifth Report have the meanings ascribed to them in the Initial Jinnah Affidavit and the September Jinnah Affidavit.

ACTIVITIES OF THE COMPANIES AND STATUS OF THE CCAA PROCEEDINGS

15. The activities of the Companies and the status of each of the properties owned by the Applicants are detailed in the September Jinnah Affidavit. Since the issuance of the Fourth Report, the Companies have, among other things:

(i) communicated with various stakeholders and creditors regarding the CCAA Proceedings;

(ii) corresponded with the DIP Lender on a regular basis;

(iii) corresponded with legal counsel;

(iv) planned and executed the marketing of the remaining homes;

(v) carried out construction activities for certain of the remaining homes;

(vi) closed the sale of Lot 20 of Phase III as authorized by the Court;

(vii) closed the sale of Lot 1 of Phase III as authorized by the Court;

(viii) closed the sale of Lot 24 of Phase II as authorized by the Court;

(ix) amended the Agreement of Purchase and Sale for Lot 23 Phase II (as described in the August Jinnah Affidavit), which transaction is to close on September 30, 2014;

(x) communicated with Canada Revenue Agency ("**CRA**") regarding its claims; and

(xi) made payments to vendors as contemplated by the Applicants' cash flow projections.

ACTIVITIES OF THE MONITOR

16. Since the date of the Fourth Report, the Monitor's activities have included, among other things:

(i) corresponding and meeting with the Companies, their management and their legal counsel;

(ii) corresponding and meeting with the Monitor's legal counsel;

(iii) reviewing and controlling receipts and disbursement of the Companies, in accordance with the Initial Order;

(iv) corresponding with certain of the Companies' secured lenders and their counsel;

(v) corresponding with the DIP Lender;

(vi) assisting the Companies to revise the Cash Flow Projection;

(vii) maintaining a public website for the CCAA Proceedings;

(viii) attending to phone calls and emails from the Companies' creditors and other stakeholders;

(ix) administering the Court authorized Claims Process and reviewing and commenting on the claims received;

(x) reviewing all materials filed with the Court in respect of these proceedings; and

(xi) issuing interim distributions to BMO, Home Trust and Foremost subject to reimbursement agreements, all in accordance with Orders issued by the Court.

UPDATE ON THE CLAIMS PROCESS

17. As set out in the materials previously filed by the Applicants, the Applicants have numerous secured creditors, including, but not limited to, mortgagees, lien claimants and CRA (i.e. the Secured Claims).

18. By way of the January 2014 Orders, the Court authorized the Claims Process. The Vetting Committee was established and includes the Monitor's counsel, the Companies' counsel and counsel to certain of the secured creditors.

19. As set out in the Second Report of the Monitor, in accordance with the Claims Process, the Monitor received 42 claims (the "**Claims**").

20. All but one of the Claims was received by the Monitor prior to the Claims Deadline (as such term is defined in the January 2014 Orders), being 5:00 p.m. (Eastern Standard Time) on February 14, 2014.

21. The Monitor recently received two more claims after the Claims Deadline, namely, a claim on behalf of Argo Lumber Inc. and a claim on behalf of Newmar Window Manufacturing Inc.

22. Since the Claims Deadline, the Monitor's counsel has corresponded with claimants and the Vetting Committee. The Monitor's counsel also convened a meeting with the Vetting Committee on June 10, 2014 for the purpose of reviewing the Claims and the Monitor's intended course of action in respect of same. Following that meeting and with the agreement of the Vetting Committee, the Monitor's counsel:

(i) sent Notices of Allowance to CRA with respect to CRA's two claims for source deductions with the caveat that: (a) the claims are against Silver Streams and Puccini; (b) neither Silver Streams nor Puccini holds any title in the ten lots that existed at the time of the Applicants' application under the CCAA; and (c) accordingly, the proceeds arising from the sale of said homes are not those to which CRA's deemed trust claims against Silver Streams or Puccini attach;

(ii) sent a Notice of Disallowance to CRA with respect to CRA's GST/HST claim on the basis that the claim is an unsecured claim in the CCAA Proceedings and the Claims Procedure Order dated January 16, 2014 established a claims process that was limited to secured claims; and

(iii) sent Notices of Allowance to each of BMO, Home Trust and Foremost with respect to their mortgage claims with the caveat that each of their claims remains subject to the extent of any deficiency in any holdback, if any, that was required to be maintained under the *Construction Lien Act* (Ontario), and any trust claim that has been or may be made.

23. The Monitor's counsel continues to correspond with the Vetting Committee regarding the Monitor's proposed plan to:

(i) have the 'Con-Drain action' heard by a Commercial List Judge on an expedited basis outside of the context of the CCAA Proceedings. The Monitor and its counsel would not participate in these proceedings. If the approximate amount of $500,000 in dispute is determined to form part of the CCAA estate, it would be delivered to the Monitor for distribution in the context of the CCAA Proceedings. In that regard, the Monitor's counsel has asked the relevant parties to deliver to the Monitor's counsel a draft timetable for this litigation; and

(ii) have the construction lien and related issues determined in the context of binding arbitration by a claims adjudicator. In that regard, the Monitor's counsel has asked the relevant parties to advise as to their preferred choice of arbitrator and deliver a draft timetable to have this matter addressed.

24. In respect of the late-filed claims, after discussions with the Vetting Committee, the Monitor has decided to reserve its decision of the admission of such claims until the Monitor and the Vetting Committee have more clarity on the amount of funds available for distribution in these proceedings.

THE TOWN OF RICHMOND HILL AND LETTERS OF CREDIT

25. As set out in the Initial Jinnah Affidavit, as of the commencement of the CCAA Proceedings, certain of the Applicants had previously posted letters of credit in favour of the Town of Richmond Hill (the "**Town**") in the amount of $3 million to secure work required to be performed by certain of the Applicants pursuant to their subdivision agreements with the Town (the "**LCs**"). The letters of credit were provided by BMO on behalf of certain of the Applicants, which the Monitor understands were fully cash collateralized.

26. On April 9, 2014, the Town served notices on certain of the Applicants that they had failed to fulfill certain requirements of their subdivision agreements.

27. On April 24, 2014, the Town advised the Applicants that they had until April 29, 2014 to comply with the subdivision agreements, failing which the Town would draw on the LCs.

28. On April 30, 2014, the Town served notices of default on certain of the Applicants. Copies of such notices are attached hereto as **Appendix "7"**.

29. The Monitor has been communicating with the Town and the Applicants to determine if a resolution of the outstanding issues between the parties is possible.

30. The Monitor understands that approximately $1.27 million has been drawn by the Town under the LCs pursuant to an email confirmation by counsel to BMO dated August 29, 2014. The Monitor and its counsel have also made certain requests from the Town and BMO to better understand the basis for the amount that has been drawn on the LCs to date and the specific use of such funds.

CASH FLOW PROJECTION

31. The Companies have prepared the Cash Flow Projection, on a weekly basis, for the period ending January 16, 2015. The Cash Flow Projection together with management's report on the Cash Flow Projection is attached hereto as **Appendix "8"**. The Cash Flow Projection has been prepared by

management using probable and hypothetical assumptions set out therein.

32. The Monitor makes the following comments on the Cash Flow Projection:

i) Expenses appear to be consistent with the level of operations contemplated by management for the Companies during the projection period;

ii) The Cash Flow Projection assumes the closing of the sale transaction for Lot 23 at the end of September, 2014;

iii) The Cash Flow Projection does not reflect the sale of the Applicants' two remaining properties;

iv) The Cash Flow Projection does not contemplate making payments to the Companies' secured creditors (other than to first mortgagees) nor servicing interest on such obligations during the CCAA Proceedings (other than in respect of the interim financing facility, which is being projected to be repaid); and

v) The Cash Flow Projection does not contemplate paying pre-CCAA filing HST/GST arrears of approximately $630,000.

33. The Monitor's review of the Cash Flow Projection consisted of inquiries, analytical procedures and discussions related to information supplied to the Monitor by the management and employees of the Companies. Since hypothetical assumptions need not be supported, the Monitor's procedures with respect to such assumptions were limited to evaluating whether they were consistent with the purpose of the Cash Flow Projection. The Monitor

has also reviewed the support provided by management for the probable assumptions and the preparation and presentation of the Cash Flow Projection. Based on the Monitor's review, nothing has come to its attention that causes it to believe that, in all material respects:

i) the hypothetical assumptions are not consistent with the purpose of the Cash Flow Projection;

ii) as at the date of this Fifth Report, the probable assumptions developed by management are not suitably supported and consistent with the Companies' plans or do not provide a reasonable basis for the Cash Flow Projection, given the hypothetical assumptions; or

iii) the Cash Flow Projection does not reflect the probable and hypothetical assumptions.

34. The Cash Flow Projection prepared by the Companies projects that the Applicants will have sufficient funds on hand to maintain their operations throughout the Cash Flow Projection period, provided that the sales of homes occurs as projected. Should these transactions be delayed, the Companies may be required to further utilize their interim financing facility to meet their ongoing obligations.

PROFESSIONAL FEES

35. The Monitor and its independent legal counsel have maintained detailed records of their professional time and costs since the Initial Order was granted.

36. Pursuant to paragraph 24 and 25 of the Initial Order, the Monitor and its counsel shall be paid their reasonable fees and disbursements and shall pass their accounts before the Court. In addition, pursuant to paragraph 26 of the Initial Order, the Monitor and its counsel, among other parties, were granted an Administration Charge on the property of the Applicants as security for their fees and disbursements, up to a maximum of $500,000.

37. The fees and disbursements of the Monitor during the period from December 17, 2013 to May 31, 2014 were previously approved by the Court.

38. The details of the fees and disbursements of the Monitor for the period from June 1, 2014 to July 31, 2014 are set out in the Fourth Report.

39. The total fees of the Monitor for the period from August 1, 2014 to August 31, 2014 amount to $8,624.70 together with expenses and disbursements in the sum of $136.58, and HST in the amount of $1,138.97, totaling $9,900.25. The details of the time spent and services provided by the Monitor are more particularly described in the Affidavit of Jonathan Krieger, the Senior Vice-President of GTL having carriage of GTL's mandate as the

Monitor, sworn September 17, 2014 in support hereof, a copy of which is attached hereto as **Appendix "9"**.

40. The legal fees and disbursements incurred by the Monitor for services provided to the Monitor by the Monitor's independent legal counsel, A&B, during the period from November 13, 2013 to June 12, 2014 were previously approved by the Court.

41. The details of the fees and disbursements of the Monitor's counsel for the period from June 13, 2014 to August 6, 2014 are set out in the Fourth Report.

42. The total legal fees and disbursements incurred by the Monitor for services provided to the Monitor by the Monitor's independent legal counsel, A&B, during the period from August 2, 2014 to August 30, 2014 amount to $20,463.87, inclusive of applicable HST. The details of the time spent and services provided by A&B is more particularly described in the Affidavit of Steven L. Graff, sworn September 16, 2014 in support hereof, a copy of which is attached hereto as **Appendix "10"**.

43. The Monitor respectfully requests that the Court approve its fees and disbursements and those of its legal counsel, including as set out in the Fourth Report.

INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

44. In accordance with the Initial Order, the Monitor has controlled the Companies' receipts and disbursements since the date of the Initial Order.

45. **Appendix "8"** provides a summary of the Companies' receipts and disbursements for the period from December 17, 2013 to August 31, 2014.

COMPANIES' REQUEST FOR AN EXTENSION OF THE STAY OF PROCEEDINGS

46. The stay of proceedings currently expires on September 26, 2014. The Companies have requested that the Court extend the stay to and including January 16, 2015. The Monitor is of the view that the Applicants have acted in good faith and with due diligence since the granting of the Initial Order. The Applicants, among other things:

    (i) closed the sale of Lot 24 (Phase 2), Lot 1 and Lot 20;

    (ii) executed the agreement of purchase and sale for Lot 23; and

    (iii) continued planning and implementation of the marketing process for the sale of the remaining properties.

47. As set out in the September Jinnah Affidavit, the Applicants seek an extension of the stay period to January 16, 2015 to allow them to: (i) finish construction of the remaining property in the Puccini Project; (ii) continue with the marketing process for the sale of the remaining properties; and (iii) assist the Monitor with the administration of the Claims Process.

48. A stay of proceedings is necessary if it is deemed appropriate by this Court to allow the Companies to maintain their business and to allow the Applicants the opportunity to implement the above noted plans in a stabilized environment.

RECOMMENDATION REGARDING REQUESTED RELIEF

49. In the Monitor's view, the Companies have acted in accordance with the Initial Order. The Companies have also been working cooperatively with the Monitor to facilitate the carrying out of their respective mandates. Accordingly, the Monitor is satisfied that the Companies are acting in good faith and with due diligence.

50. The Companies have approval from the Court to extend the stay of proceedings to January 16, 2015. Among other things, an extension of the stay will permit the Companies to:

    (i) continue to communicate with stakeholders;

    (ii) complete construction and realize on the remaining homes;

    (iii) continue the administration of the Claims Process; and

    (iv) distribute proceeds from such realizations to the Companies' stakeholders.

51. Given the forgoing, the Monitor respectfully recommends that this Court grant the Companies' request for relief as set out in paragraph 7(v) of this Fifth Report and in the Applicants' notice of motion.

All of which is respectfully submitted,

GRANT THORNTON LIMITED,
In its capacity as Monitor of the Applicants
under the *Companies' Creditors Arrangements Act*
and not in any other capacity

Per:

Jonathan Krieger, CPA, CA, CIRP
Senior Vice President

APPENDIX 1

Court File No. 12-10362-00-CL

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ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

THE HONOURABLE MR.	)	TUESDAY, THE 17TH
	)	
JUSTICE NEWBOULD	)	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), counsel for Bank of Montreal, counsel for Foremost Mortgage Corporation, counsel for the private secured lenders, counsel for certain lien claimants, counsel for the Corporation of the Town of Richmond Hill, and such other counsel as are present, no one else appearing although duly served as appears from the affidavit of service of Lynn Lee sworn December 12, 2013 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.

2. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at http://www.ontariocourts.ca/scj/practice/practicedirections/toronto/#Commercial_List) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL <[www.grantthornton.ca/silverstreams]>.

3. **THIS COURT ORDERS** that the E-Service List Keeper and the WebHost (as such terms are defined in the Protocol) for the purpose of this proceeding shall be the Monitor.

3A. **THIS COURT ORDERS** that the sum of $491,985.33, plus interest accrued thereon, being held in trust by Chaitons LLP pursuant to the orders of the Honourable Madam Justice Lack dated August 15, 2013 and the Endorsement of the Honourable Madam Justice Gilmore dated November 20, 2013 in the Con-Drain Company (1983) Limited action bearing Newmarket court file no. CV-12-115757-00 (the "Con-Drain Action") shall be maintained in trust by Chaitons LLP until further court order or consent of the parties to the Con-Drain Action, and the determination of whether the above noted funds form Property, as defined in paragraph 5 of the Initial Order, shall be determined at a late date.

APPLICATION

4. **THIS COURT ORDERS AND DECLARES** that the Applicants are affiliated debtor companies to which the CCAA applies.

POSSESSION OF PROPERTY AND OPERATIONS

5. **THIS COURT ORDERS** that, subject to paragraph 17 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.

6. **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.

7. **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.

8. **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.

9. **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

10. **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

11. **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

12. **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

13. **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

14. **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

15. **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

16. **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

17. **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

18. **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.

19. **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 the 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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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 upon receipt of an invoice.

25. **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.

26. **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

27. **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 Applicants' working capital requirements, including the cost of completing 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.

28. **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.

29. **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.

30. **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.

31. **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.

32. **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

33. **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.

34. **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.

35. **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.

36. **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.

37. **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

38. **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.

39. **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.

40. **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

41. **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.

42. **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.

43. **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.

44. **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.

45. **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.

46. **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.

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

DEC 17 2013

16046568.2

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

INITIAL ORDER

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APPENDIX 2

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.	)	THURSDAY, THE 16TH DAY
	)	
JUSTICE WILTON-SIEGEL	)	OF JANUARY, 2014

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

ORDER

THIS MOTION, made by the Applicants for an order, *inter alia*:

1. Extending the stay period (the "**Stay Period**") defined in paragraph 11 of the Initial Order of the Honourable Mr. Justice Newbould dated December 17, 2013 (the "**Initial Order**");

2. Approving the First Report of Grant Thornton Limited ("**GTL**") in its capacity as court-appointed monitor of the Applicants (the "**Monitor**") dated January 14, 2014 (the "**First Report**"), the report of GTL in its capacity as proposed monitor dated December 13, 2013 (the "**Proposed Monitor's Report**") and the activities described therein;

3. Approving an interim distribution to Bank of Montreal ("**BMO**") in an amount not exceeding $570,000 subject to BMO entering into a reimbursement agreement with the Monitor; and

4. Amending the Initial Order,

was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of Imran Jinnah sworn January 10, 2014 and the Monitor's First Report to the Court dated January 14, 2014, and on hearing the submissions of counsel for the Applicants, counsel for the Monitor and such other counsel as were present, and on being advised that the Service List was served with the Notice of Motion and Motion Record of the Applicants:

SERVICE

1. **THIS COURT ORDERS** that the time for service of this Motion and the Notice of Motion is hereby abridged and validated such that this Motion is properly returnable today and hereby dispenses with further service thereof.

STAY EXTENSION

2. **THIS COURT ORDERS** that the Stay Period is hereby extended until and including April 18, 2014.

INTERIM DISTRIBUTION

3. **THIS COURT ORDERS** that the Monitor may make an interim distribution to BMO in an amount not exceeding $570,000 subject to BMO and the Monitor entering into a reimbursement agreement in a form satisfactory to the Monitor.

MONITOR'S ACTIVITIES AND REPORT

4. **THIS COURT ORDERS** that the First Report and the Proposed Monitor's Report, together with the activities described therein, are hereby approved.

AMENDMENT TO THE INITIAL ORDER

5. **THIS COURT ORDERS** that the Initial Order is hereby amended by adding the following paragraph:

12 (a) **THIS COURT ORDERS** that nothing in this Order shall in any way impact and/or affect the rights of The Corporation of the Town of Richmond Hill (the "**Town**") to:

(i) serve any notices, for default or otherwise, provided for pursuant to the Subdivision Agreement entered into with 2148993 Ontario Inc. and 2148990 Ontario Inc. dated July 31, 2009 (File 19T-98004), the Subdivision Agreement entered into with 2147650 Ontario Inc., 2147681 Ontario Inc., 2148990 Ontario Inc. and 2148993 Ontario Inc. dated June 30, 2010 (Files 19T-98004 and 19T-07002) and the Subdivision Agreement entered into with 2147650 Ontario Inc., 2148990 Ontario Inc. and 2148993 Ontario Inc. dated November 24, 2011 (File 19T-98004) – (collectively, the "**Subdivision Agreements**"), provided however that, subject to paragraph (ii) below, no further steps, including any enforcement proceedings, shall be taken by the Town without the written consent of the Applicants and the Monitor or with leave of the Court; and

(ii) in accordance with Section 11.04 of the CCAA, draw upon and/or bring any action, suit or proceeding against the Bank of Montreal with respect to its obligations under the Letters of Credit issued by the Bank of Montreal to the Town of Richmond Hill referenced as 19T-98004 - Phase 1 (Letter of Credit No. BMTO261114OS, BMTO230993OS); 19T-98004 – Phase 3 (Letter of Credit No. BMTO358576OS); and 19T-98004 and 19T-07002 – Phase 2 (Letter of Credit No. BMTO301203OS) (collectively, the "**Letters of Credit**"), subject to the Town complying with any conditions precedent in respect of the Subdivision Agreements to drawing on or taking any action, suit or proceeding against the Letters of Credit.

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

JAN 16 2014

N. Von-L. J.

Doc#2906603v1

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

ORDER

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APPENDIX 3

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.	)	THURSDAY, THE 17TH DAY
	)	
JUSTICE NEWBOULD	)	OF APRIL, 2014

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

ORDER

THIS MOTION, made by the Applicants for an order amount other things:

1. extending the stay period (the "**Stay Period**") as defined in paragraph 11 of the Initial Order of the Honourable Mr. Justice Newbould dated December 17, 2013 (the "**Initial Order**");

2. approving the Second Report of Grant Thornton Limited ("**GTL**") in its capacity as the Court-appointed monitor of the Applicants (the "**Monitor**") dated April 11, 2014 (the "**Second Report**"), the Monitor's interim statement of the Applicant's receipts and disbursements from December 17, 2013 to and including March 31, 2014 (the "**Interim R&D**") and the activities of the Monitor described therein;

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

4. granting such further and other relief as this Honourable Court may deem just.

Was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of Imran Jinnah sworn April 9, 2014 and the Monitor's Second Report to the Court, and on hearing the submissions of counsel for the Applicants, counsel for the Monitor and such other counsel as were present, and on being advised that the Service List was served with the Notice of Motion and Motion Record of the Applicants:

SERVICE

1. **THIS COURT ORDERS** that the time for service of this Motion and Notice of Motion is hereby abridged and validated such that this Motion is properly returnable today and hereby dispenses with further service thereof.

STAY EXTENSION

2. **THIS COURT ORDERS** that the Stay Period is hereby extended to and including July 3, 2014.

MONITOR'S ACTIVITIES AND REPORT

3. **THIS COURT ORDERS** that the Second Report, the Interim R&D and the activities of the Monitor described therein, be and are hereby approved.

4. **THIS COURT ORDERS** that the fees and disbursements of the Monitor and its counsel for the period from November 25, 2013, 2014 to and including March 31, 2014, in the amount of $103,395.68, inclusive of applicable HST, be and are hereby approved.

5. **THIS COURT ORDERS** that the fees and disbursements of the Monitor's legal counsel, Aird & Berlis LLP, for the period from November 13, 2013 to and including March 31, 2014, in the amount of $110,270.97, inclusive of HST, be and are hereby approved.

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

APR 17 2014

MB

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

ORDER

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APPENDIX 4

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.	)	THURSDAY, THE 26TH DAY
D.	)	
JUSTICE BROWN	)	OF JUNE, 2014

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

ORDER

THIS MOTION, made by the Applicants for an order among other things:

1. extending the stay period (the "**Stay Period**") as defined in paragraph 11 of the Initial Order of the Honourable Mr. Justice Newbould dated December 17, 2013 (the "**Initial Order**") to and including January 16, 2015;

2. approving a distribution of proceeds from sale of Lot 19 and Lot 20 (as defined in the Affidavit of Imran Jinnah sworn June 19, 2014 (the "**Jinnah Affidavit**")) to Bank of Montreal ("**BMO**") up to the full amount of the Applicants' indebtedness to BMO subject to the Monitor and BMO entering into a reimbursement agreement on terms satisfactory to the Monitor;

3. approving the Third Report of Grant Thornton Limited ("**GTL**") in its capacity as the Court-appointed monitor of the Applicants (the "**Monitor**") dated June 24, 2014 (the

"**Third Report**"), the Monitor's interim statement of the Applicant's receipts and disbursements from December 17, 2013 to and including June 18, 2014 (the "**Interim R&D**") and the activities of the Monitor described therein;

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

5. granting such further and other relief as this Honourable Court may deem just,

was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Jinnah Affidavit and the Third Report, and on hearing the submissions of counsel for the Applicants, counsel for the Monitor and such other counsel as were present, and on being advised that the Service List was served with the Notice of Motion and Motion Record of the Applicants:

SERVICE

1. **THIS COURT ORDERS** that the time for service of this Motion and Notice of Motion is hereby abridged and validated such that this Motion is properly returnable today and hereby dispenses with further service thereof.

STAY EXTENSION

2. **THIS COURT ORDERS** that the Stay Period is hereby extended to and including September 26, 2014.

DISTRIBUTION TO BMO

3. **THIS COURT ORDERS** that the Monitor may make a distribution to BMO (the "**BMO Distribution**") up to the full amount of the Applicants' indebtedness to BMO subject to BMO and the Monitor entering into a reimbursement agreement in a form satisfactory to the Monitor (the "**Reimbursement Agreement**"), provided however, that nothing in this paragraph shall affect the rights to or priority of any Person with a Secured Claim against the proceeds subject to the BMO Distribution (the "**Proceeds**"). The rights to or priority of any Person holding a Secured Claim against the Proceeds shall be determined as at the

Filing Date. For greater clarity, nothing in this Order shall impair the rights of any Person to make a claim against the Proceeds in priority to BMO until such time as the Reimbursement Agreement is terminated by further order of this Court. Terms not otherwise defined in this paragraph of the Order shall have the meaning ascribed to those terms in the Claims Process Order made by the Honourable Mr. Justice Wilton-Siegel dated January 15, 2014.

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

JUN 2 7 2014

NB

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

ORDER

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

Harvey Chaiton (LSUC #21592F)
Tel: (416) 218-1129
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Tel: (416) 218-1132
Fax: (416) 218-1832

Maya Poliak (LSUC #54100A)
Tel: 416-218-1161
Fax: 416-218-1844

Lawyers for the Applicants

APPENDIX 5

IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF SILVER STREAMS HOMES INC., SILVER STREAMS HOMES (PUCCINI) INC., 2148893 ONTARIO INC., 2148990 ONTARIO INC., 2147681 ONTARIO INC., and 2146750 ONTARIO INC.

Aug 12-14 Court file no. 13-10362-00-CL

August 1/14

I. Aversa for the Monitor and Monitor's Counsel

A. Wainstock for the Private Lenders

The Monitor seeks approval of the fees of the Monitor's counsel, which is opposed by the Private Lenders on two grounds:

1. that the order of this Court has not been complied with and the work of legal counsel regarding the construction lien claimants is of little value; and
2. the dockets suggest excessive charges based on too many lawyers on the file.

With respect to the first assertion, the record indicates that the Monitor's counsel concluded after reviewing the construction lien claims in general terms that it was not cost effective to proceed further and advised the Vetting Committee of this fact. If Mr. Drudi wants further work to be done, the Vetting Committee should authorize the additional expenditure. However, he cannot have his cake and eat it too. He wants counsel to have completed all of the work in respect of the construction lien claimants ~~based on~~ but to pay only the amount incurred to date. That is unreasonable on the evidence in the record that suggests, instead, that the

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at TORONTO

RESPONDING MOTIONRECORD OF THE PRIVATE LENDERS

DRUDI, ALEXIOU, KUCHAR LLP
Barristers-At-Law
7050 Weston Road
Suite 610
Vaughan, Ontario L4L 8G7

Marco Drudi - LSUC #27267H
Adam Wainstock - LSUC #52713P
Tel: (905) 850-6116
Fax: (905) 850-9146
Lawyers for the Private Lenders

Monitor's counsel acted in the manner it did to restrain costs. Mr. Wade's position is only ~~correct with the~~ viable with the benefit of hindsight knowledge that it is unreasonable to expect that the Monitor or its legal counsel had at the time the Claims Process Order was obtained.

With respect to the second issue, I have reviewed the dockets several times. They indicate, among other things, that the time spent by the most senior lawyers was restricted and that, for the most part, the lawyers involved addressed discrete and different areas of responsibility. Conferences of several lawyers are inevitable on a file of this nature from time to time. I do not see excessive conferences in the dockets.

Accordingly, I ~~am satisfied~~ conclude that there is no basis in the record for withholding approval of the Monitor's fees. As the Private Lenders do not object to the remainder of the relief sought on the motion, and none of the other parties who were served have raised any objections, order to go in the form attached.

In addition, given the absence of any bases for the objections of the Private Lenders and the fact that any fees of the ~~[illegible]~~ Monitor are paid for by the other creditors of the debtors, costs in the amount of $5000 are awarded payable forthwith by the Private Lenders.

Wilton-Siegel J.

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.	)	THURSDAY, THE ~~31st~~ 1st DAY
	)	
JUSTICE WILTON-SIEGEL	)	OF ~~JULY~~ AUGUST, 2014

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

ORDER

THIS MOTION, made by the Applicants, for an order, among other things:

1. approving the Third Report of Grant Thornton Limited ("**GTL**"), in its capacity as the Court-appointed monitor of the Applicants (the "**Monitor**"), dated June 24, 2014 (the "**Third Report**"), the Supplement to the Third Report of the Monitor dated July 25, 2014 (the "**Supplement to the Third Report**"), the Monitor's interim statement of the Applicant's receipts and disbursements from December 17, 2013 to and including June 18, 2014 (the "**Interim R&D**") and the activities of the Monitor described therein;

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

3. granting such further and other relief as this Court may deem just,

was heard on June 26, 2014, July 22, 2014 and this day at 330 University Avenue, Toronto, Ontario.

ON READING the Third Report, the Supplement to the Third Report and the affidavit of Imran Jinnah sworn June 19, 2014, and on hearing the submissions of counsel for the Applicants, counsel for the Monitor and such other counsel as were present, and on being advised that the Service List was served with the Notice of Motion and Motion Record of the Applicants:

1. **THIS COURT ORDERS** that the Third Report, the Supplement to the Third Report, the Interim R&D and the activities of the Monitor described therein, be and are hereby approved.

2. **THIS COURT ORDERS** that the fees and disbursements of the Monitor for the period from April 1, 2014 to and including May 31, 2014, in the amount of $29,907.62, inclusive of applicable HST, be and are hereby approved.

3. **THIS COURT ORDERS** that the fees and disbursements of the Monitor's legal counsel, Aird & Berlis LLP, for the period from March 12, 2014 to and including June 13, 2014, in the amount of $58,995.38, inclusive of HST, be and are hereby approved.

Let the order issue in accordance with its terms

"W. Non-Legal J"

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 HOME (PUCCINI) INC., 2148993 ONTARIO INC., 2148990 ONTARIO INC., 2147681 ONTARIO INC. AND 2147650 ONTARIO INC.

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at Toronto

ORDER

AIRD & BERLIS LLP
Barristers and Solicitors
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Steven L. Graff (LSUC # 31871V)
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Email: iaversa@airdberlis.com

Lawyers for Grant Thornton Limited, in its capacity as the Court-appointed Monitor of the Applicants

APPENDIX 6

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

IN THE MATTER OF A PLAN OF COMPROMISE 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

FOURTH REPORT TO COURT OF GRANT THORNTON LIMITED, MONITOR OF THE APPLICANTS UNDER THE *COMPANIES' CREDITORS ARRANGEMENT ACT*

AUGUST 8, 2014

GrantThornton

Grant Thornton Limited,
Monitor of the Applicants under the *Companies' Creditors Arrangement Act*

Royal Bank Plaza
200 Bay Street, South Tower, 19th Floor
Toronto, Ontario, M5J 2P9

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APPENDICES

1. Initial Order dated December 17, 2013
2. Orders dated January 16, 2014
3. Orders dated April 17, 2014
4. Orders and endorsement dated June 26, 2014
5. Order and endorsement dated August 1, 2014
6. Affidavit of Jonathan Krieger sworn August 6, 2014
7. Affidavit of Steven Graff sworn August 8, 2014

BACKGROUND INFORMATION

1. Silver Streams Homes Inc. ("**Silver Streams**") is a residential home builder in the Greater Toronto Area.

2. Silver Streams Homes (Puccini) Inc. ("**Puccini**") was incorporated in October 2008 for the purpose of developing and selling homes in a development located at Bathurst St. and King Rd. in Richmond Hill, Ontario (the "**Puccini Project**"). Puccini is registered with Tarion and is the vendor under agreements of purchase and sale for homes in the Puccini Project.

3. Title to some (but not all) of the lands in phases II and III of the Puccini Project is held by 2148993 Ontario Inc. ("**2148993**"), 2148990 Ontario Inc. ("**2148990**"), 2147681 Ontario Inc. ("**2147681**") and 2147650 Ontario Inc. ("**2147650**" and, collectively, the "**Title Holders**"). Silver Streams, Puccini and the Title Holders are collectively referred to as the "**Companies**" or the "**Applicants**".

4. On December 17, 2013, the Companies made an application to the Ontario Superior Court of Justice (Commercial List) (the "**Court**") to commence proceedings under the *Companies' Creditors Arrangement Act* (the "**CCAA Proceedings**"). On that date, the Court issued an order (the "**Initial Order**"), *inter alia*, granting the Companies' the protection of a stay of proceedings until January 16, 2014 and appointing Grant Thornton Limited ("**GTL**") as the Companies' monitor under the CCAA (the "**Monitor**"). A copy of the Initial Order is attached as **Appendix "1"**.

5. On January 16, April 17, and June 26, 2014, the Court issued orders (the "**Extension Orders**"), *inter alia*, extending the stay of proceedings first from January 16 to April 18, 2014, and then from April 18, 2014 to July 3, 2014 and lastly from July 3, 2014 to September 26, 2014. The Extension Orders also approved interim distributions to Bank of Montreal ("**BMO**"), subject to reimbursement agreements between BMO and the Monitor, and authorized the Monitor to conduct the Claims Process (defined below). Copies of the January, April and June 2014 Orders are attached as **Appendix "2" and Appendix "3" and Appendix "4"**, respectively.

6. On August 1, 2014, the Court issued an order and endorsement approving the Third Report of the Monitor dated June 24, 2014 (the "**Third Report**"), along with the Supplement to the Third Report of the Monitor dated July 25, 2014 (the "**Supplemental Report**"), the activities and Interim R&D of the Monitor and the fees and disbursements of the Monitor and its counsel, all as described in the Third Report. A copy of the August 1, 2014 Order and endorsement is attached as **Appendix "5"**.

7. This report (the "**Fourth Report**") has been prepared by Grant Thornton Limited in its capacity as Monitor.

PURPOSE OF THE FOURTH REPORT

8. The purpose of this Fourth Report is to advise the Court with respect to:

   i) the Companies' request for an Order:

a. vesting in the applicable purchasers the Applicants' rights, title and interest in and to:

   i. lot 1 of Phase II of the Puccini Project (as defined below), municipally known as 50 Rossini Drive, Richmond Hill, Ontario ("**Lot 1**");

   ii. lot 24 of Phase II of the Puccini Project, municipally known as 58 Puccini Drive, Richmond Hill, Ontario ("**Lot 24**"); and

   iii. lot 23 of Phase III of the Puccini Project, municipally known as 68 Puccini Drive, Richmond Hill, Ontario ("**Lot 23**"),

   free and clear of any encumbrances, except those contemplated by the respective agreements of purchase and sale;

b. authorizing a distribution to Home Trust Company ("**Home Trust**") and Foremost Financial Corporation ("**Foremost**"), subject to Home Trust and Foremost entering into reimbursement agreements with the Monitor in forms satisfactory to the Monitor;

c. approving the Fourth Report and the Monitor's activities as described herein; and

d. approving the fees and disbursements of the Monitor and its independent counsel, Aird & Berlis LLP ("**A&B**"), as described herein.

9. Detailed background information concerning the Companies and their stakeholders is provided in the affidavit of Imran Jinnah sworn December 11, 2013 (the "**Initial Jinnah Affidavit**"), the affidavit of Imran

Jinnah sworn January 10, 2014 (the "**January Jinnah Affidavit**"), the affidavit of Imran Jinnah sworn April 9, 2014 (the "**April Jinnah Affidavit**"), the affidavit of Imran Jinnah sworn June 19, 2014 (the "**June Jinnah Affidavit**"), and the affidavit of Imran Jinnah sworn August 5, 2014 (the "**August Jinnah Affidavit**") which have been filed with the Court. Accordingly, the Monitor has not repeated information to this effect in this Fourth Report. Copies of all materials filed with the Court in these proceedings are accessible at: www.GrantThornton.ca/Silverstreams.

SCOPE AND TERMS OF REFERENCE

10. In preparing this Fourth Report, the Monitor has relied upon unaudited financial information, the Companies' records, financial information and projections and discussions with the Companies' management and employees. While the Monitor reviewed various documents provided by the Companies and believes that the information therein provides a fair summary of the transactions as reflected in the documents, such work does not constitute an audit or verification of such information for accuracy, completeness or compliance with Generally Accepted Accounting Principles ("**GAAP**") or International Financial Reporting Standards ("**IFRS**"). Accordingly, the Monitor expresses no opinion or other form of assurance pursuant to GAAP or IFRS with respect to such information.

11. In the course of its mandate, the Monitor has assumed the integrity and truthfulness of the information and explanations presented to it by the Companies and their management, within the context in which such

information was presented. To date, nothing has come to the Monitor's attention that would cause it to question the reasonableness of these assumptions. The Monitor has requested that management bring to its attention any significant matters which were not addressed in the course of the Monitor's specific inquiries. Accordingly, this Fourth Report is based solely on the information (financial or otherwise) made available to the Monitor by the Companies.

12. This Fourth Report has been prepared for the use of this Court and the Companies' stakeholders as general information relating to the Companies and to assist the Court in deciding whether to grant the relief sought by the Applicants. Accordingly, the reader is cautioned that this Fourth Report may not be appropriate for any other purpose. The Monitor will not assume responsibility or liability for losses incurred by the reader as a result of the circulation, publication, reproduction or use of this Fourth Report contrary to the provisions of this paragraph.

13. All references to dollars are in Canadian currency unless otherwise noted.

14. Capitalized terms not defined in this Fourth Report have the meanings ascribed to them in the Initial Jinnah Affidavit and the June Jinnah Affidavit, respectively.

ACTIVITIES OF THE COMPANIES AND STATUS OF THE CCAA PROCEEDINGS

15. The activities of the Companies and the status of each of the properties owned by the Applicants are detailed in the August Jinnah Affidavit. Since the issuance of the Third Report, the Companies have, among other things:

    (i) communicated with various stakeholders and creditors regarding the CCAA Proceedings;

    (ii) corresponded with the DIP Lender on a regular basis;

    (iii) corresponded with legal counsel;

    (iv) planned and executed the marketing of the remaining homes;

    (v) carried out construction activities for certain of the remaining homes;

    (vi) closed the sale of Lot 24, Phase III, as authorized by the Court;

    (vii) extended the closing of Lot 20 on consent of the Applicants and the purchaser to August 20, 2014;

    (viii) executed Agreements of Purchase and Sale for Lot 1, Lot 24 and Lot 23 (as described in the August Jinnah Affidavit), which transactions are scheduled to close on September 3, 2014, August 15, 2014 and September 30, 2014, respectively;

(ix) made payments to vendors as contemplated by the Applicants' cash flow projections;

ACTIVITIES OF THE MONITOR

16. Since the date of the Monitor's Third Report, the Monitor's activities have included, among other things:

    (i) corresponding and meeting with the Companies, their management and their legal counsel;

    (ii) corresponding and meeting regularly with the Monitor's legal counsel;

    (iii) reviewing and controlling receipts and disbursement of the Companies, in accordance with the Initial Order;

    (iv) corresponding with certain of the Companies' secured lenders and their counsel;

    (v) corresponding with the DIP Lender;

    (vi) maintaining a public website for the CCAA Proceedings;

    (vii) attending to phone calls and emails from the Companies' creditors and other stakeholders;

    (viii) reviewing information pertaining to the marketing and sale of the Applicants' inventory of homes;

    (ix) administering the Court authorized Claims Process;

    (x) preparing the Supplemental Report; and

(xi) reviewing all materials filed with the Court in respect of these proceedings.

DISTRIBUTIONS TO HOME TRUST AND FOREMOST

17. The Applicants are seeking vesting orders in respect of the sale of Lot 1, Lot 24 and Lot 23. Should such orders be granted and the transactions close, the Applicants propose to distribute funds to certain mortgagees of such properties.

18. As set out in the August Jinnah Affidavit, Home Trust made loans available 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 Lot 23 and Lot 24, respectively, in Phase Two. As at the date of the August Jinnah affidavit, 2148990 (registered owner of Lot 24) remains indebted to Home Trust in an amount of approximately $650,000.

19. As set out in the August Jinnah Affidavit, Foremost granted a loan to 2147681 in the original principal amount of $640,000 of which only $467,585 was advanced by Foremost under the loan. As security for the loan, 2147681 granted Foremost a first mortgage registered against title to Lot 1. As of the date of the August Jinnah Affidavit, 2147681 remains indebted to Foremost in an amount of approximately $520,000.

20. The Monitor's independent legal counsel has provided the Monitor with an opinion on the validity and enforceability of Home Trust and Foremost's

security. Subject to customary assumptions and qualifications, the opinion indicates that the security of Foremost and Home Trust is valid and enforceable.

21. The Applicants seek an Order approving distributions to Home Trust and Foremost from the proceeds of the sale of Lot 23, Lot 24 and Lot 1 respectively subject to these creditors and the Monitor entering into reimbursement agreements substantially on the same terms as the reimbursement agreements executed in these CCAA proceedings between the Monitor and BMO.

PROFESSIONAL FEES

22. The Monitor and its independent legal counsel have maintained detailed records of their professional time and costs since the Initial Order was granted.

23. Pursuant to paragraph 24 and 25 of the Initial Order, the Monitor and its counsel shall be paid their reasonable fees and disbursements and shall pass their accounts before the Court. In addition, pursuant to paragraph 26 of the Initial Order, the Monitor and its counsel, among other parties, were granted an Administration Charge on the property of the Applicants as security for their fees and disbursements, up to a maximum of $500,000.

24. The fees and disbursements of the Monitor during the period from December 17, 2013 to May 31, 2014 were previously approved by the Court.

25. The total fees of the Monitor for the period from June 1, 2014 to July 31, 2014 amount to $27,437.34, together with expenses and disbursements in the sum of $52.81, and HST in the amount of $3,566.85, totaling $31,004.19. The details of the time spent and services provided by the Monitor are more particularly described in the Affidavit of Jonathan Krieger, the Senior Vice-President of GTL having carriage of GTL's mandate as the Monitor, sworn August 6, 2014 in support hereof, a copy of which is attached hereto as **Appendix "6"**.

26. The legal fees and disbursements incurred by the Monitor for services provided to the Monitor by the Monitor's independent legal counsel, A&B, during the period from November 13, 2013 to June 13, 2014 were previously approved by the Court.

27. The total legal fees and disbursements incurred by the Monitor for services provided to the Monitor by the Monitor's independent legal counsel, A&B, during the period from June 13, 2014 to August 6, 2014 amount to $34,302.12 inclusive of applicable HST. The details of the time spent and services provided by A&B is more particularly described in the Affidavit of Steven Graff, sworn August 8, 2014 in support hereof, a copy of which is attached hereto as **Appendix "7"**.

28. The Monitor respectfully requests that the Court approve its fees and disbursements and those of its legal counsel.

REQUESTED RELIEF

29. The Monitor respectfully recommends that this Court grant the Companies' request for relief as set out in the Applicants' notice of motion.

All of which is respectfully submitted,

GRANT THORNTON LIMITED,
In its capacity as Monitor of the Applicants
under the *Companies' Creditors Arrangements Act*
and not in any other capacity

Per:

Jonathan Krieger, CPA, CA, CIRP
Senior Vice President

19165512.3

APPENDIX 7

TRANSACTION REPORT

30/APR/2014/WED 03:36 PM

FAX(TX)

#	DATE	START T.	RECEIVER	COM.TIME	PAGE	TYPE/NOTE	FILE
001	30/APR	03:35PM	99059440165	0:00:21	1	MEMORY OK SG3	1938

Richmond Hill

Planning & Regulatory Services Department
Development Engineering Division

April 30, 2014

Mr. Imran Jinnah
Chief Executive
2148990, 2147650 and 2148993 Ontario Limited
103 Naughton Drive
Richmond Hill, Ontario
L4C 8B3

VIA FAX TO 905-944-0165 AND REGISTERED MAIL

Dear Mr. Jinnah:

Re: NOTICE OF DEFAULT UNDER SITE PLAN AGREEMENT
2148991 Ontario Limited
D06-09060 – Lot 1 Plan 807
Our File: D06 -09060

Further to our notice to proceed dated April 9, 2014; we have received no response whatsoever.

Consequently, pursuant to Sections of 10 and 18 of the site plan agreements, the Town is proceeding to initiate the following items of work, in order of priority, pursuant to this notice:

- Maintenance and correction of siltation controls, drainage swales and catch basins to enable the correction of impeded drainage at north east corner of the site along the rear of Prince Arthur Drive residences and to avoid damage and hardship to adjoining property owners.
- Clean-up of building materials, debris and dumped material from the site, including fencing of the site perimeter to prevent re-occurrence pursuant to Clause 19 of the site plan agreement. A Property Standards By –law order with respect to this work has also been issued.

You are hereby notified that your failure to respond places the Town in the position to immediately exercise the remedies set out in the site plan agreement. Consequently we will proceed, at your cost, to undertake all necessary work in with your unfilled obligations. The cost of the works will be recovered, plus the added charges stipulated in the site plan agreement, from your securities held by the Town.

The Town is taking action to complete these works at your cost. No further notice shall be given to you with respect to the above matters.

Sincerely,

ABassios.

Ana Bassios

TRANSACTION REPORT

30/APR/2014/WED 03:37 PM

FAX(TX)

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001	30/APR	03:37PM	99059440165	0:00:24	2	MEMORY OK SG3	1939

Richmond Hill

Planning & Regulatory Services Department
Development Engineering Division

April 30, 2014

Mr. Imran Jinnah
Chief Executive
2148990, 2147650 and 2148993 Ontario Limited
103 Naughton Drive
Richmond Hill, Ontario
L4C 8B3

VIA FAX TO 905-944-0165 AND REGISTERED MAIL

Dear Mr. Jinnah:

Re: **NOTICE OF DEFAULT UNDER SUBDIVSION AGREEMENTS**
2148990, 2147650 and 2148993 Ontario Limited
19T-98004 – Plans 65M-4156, 65M-4249 and 65M-4331
Our File: D03 -98004 Phases 1, 2 and 3

Further to our notice to proceed dated April 9, 2014; we have received no response whatsoever.

Consequently, pursuant to Sections of A14, A.15 and A.16 of the subject agreements, the Town is proceeding on an "emergency basis" to carry out drainage maintenance and siltation control works within the subject plans, to correct drainage obstruction and standing water on Lots 1 and 2 Plan 65M-4331, and prevent damage and hardship to those homeowners.

The following subsequent items of work in order of priority will also be initiated by the Town, pursuant to this notice:

- Correction of drainage obstruction and standing water on Lots 1 and 2 Plan 65M-4331, including reinstatement of siltation controls.
- On- going house keeping of storm sewer and siltation control on Puccini Drive, Rossini Drive, Pavarotti Drive and Merton Street within the captioned plans; including siltation control and removal of builder debris in bins and dumped materials for the Town's right of ways.
- Completion of any outstanding lot grading, sodding and lot grading certification of all lots within the above three plans
- The completion of outstanding Parks Services within Block 21, Plan 65M-4182;
- The completion of all outstanding top course road works not limited to curb, sidewalk and boulevard sodding within the right of ways of Puccini Drive, Rossini Drive, and Merton Street within the captioned plans

You are hereby notified that your failure to respond places the Town in the position to immediately exercise the remedies set out in the subdivision agreement. Consequently we will proceed, at your cost, to undertake all necessary work in with your unfilled obligations. The cost of the works will be recovered, plus the added charges stipulated in the subdivision agreement, from your securities held by the Town.

APPENDIX 8

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

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

Applicants

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

Silver Stream Homes (Puccini) Inc. and the other Applicants listed above (collectively, "**Silver Streams**") have prepared the attached statement of projected cash flow of Silver Streams as of September 17, 2014 (the "**Cash Flow Statement**") consisting of a cash flow for the period August 31, 2014 to January 16, 2015. Silver Streams developed the assumptions contained in the Notes to the Cash Flow Statement (the "**Notes**"). The purpose of the Cash Flow Statement is to determine the liquidity requirements for Silver Streams during the CCAA proceedings.

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

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

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

Dated: September 17, 2014

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

Per:

____

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

Silver Streams Homes Inc. and Silver Streams Homes (Puccini) Inc.
Budget to Actual Results to August 31, 2014 and Projected Cash Flow to January 16, 2015
($CAD, Unaudited)

	Actual	Notes	12-Sep	19-Sep	26-Sep	3-Oct	10-Oct	17-Oct	24-Oct	31-Oct	7-Nov	14-Nov	21-Nov	28-Nov	5-Dec	12-Dec	19-Dec	26-Dec	2-Jan	9-Jan	16-Jan	Total
Receipts		4																				
Lot #22																						
Closing proceeds, net of deposit collected	827,723		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	827,723
Less: Commission	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Lot #25	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Gross closing proceeds, net of deposit collected	801,705		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	801,705
Commission payable (3.5% of gross purchase price)	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Lot #19 - Deposit	40,000		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	40,000
Closing proceeds, net of deposit collected	687,166	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	687,166
Less: Bonus Sales Team Rep	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Lot #24 (PH2) Deposit	35,000	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	35,000
Closing proceeds, net of deposit collected	895,995	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	895,995
Less: Bonus Sales Team Rep	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Lot 20 - Deposit	40,000		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	40,000
Closing proceeds, net of deposit collected	-		754,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	758,000
Less: Bonus Sales Team Rep	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Lot #1 - Deposit	40,000		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	40,000
Closing proceeds, net of deposit collected	-		814,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	814,000
Less: Bonus Sales Team Rep	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Lot #23 (PH3) Deposit	50,000		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	50,000
Closing proceeds, net of deposit collected	-		-	-	-	894,354	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	894,354
Less: Bonus Sales Team Rep	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Lot 34 - Deposit	40,000		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	40,000
Closing proceeds, net of deposit collected	909,946		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	909,946
Less: Bonus Sales Team Rep	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
General																						-
Interim financing facility (i.e. DIP loan)	425,000	1, 2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	425,000
Interest income	3,360		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,360
HST rebates	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
HST collected (net of $24k from the HST rebate program)	451,149		[illegible]	-	-	95,646	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	716,795
Total receipts	5,350,043		1,739,000	-	-	990,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7,979,043
Disbursements																						
Lot #22																						
Interior finishing cost	20,503	3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	20,503
Exterior finishing cost	4,093	3	1,000	-	-	1,500	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10,593
HST (13%)	3,197		130	-	-	715	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,042
Lot #25																						
Interior finishing cost	31,227	3	678	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	31,905
Exterior finishing cost	10,548	3	-	-	-	7,700	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	18,248
HST (13%)	5,433		88	-	-	1,001	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6,520
Lot #13 Phase 2																						-
Interior finishing cost	67,904	3	2,000	-	-	1,500	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	71,404
Exterior finishing cost	1,400	3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,400
HST (13%)	9,010		260	-	-	195	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	9,465
Lot #23																						
Interior finishing cost	-		-	-	-	61,752	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	61,752
Exterior finishing cost	-		-	-	-	14,044	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	14,044
HST (13%)	-		-	-	-	9,853	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	9,853
Lot #34																						
Interior finishing cost	105,260	3	2,000	-	-	3,700	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	110,960
Exterior finishing cost	1,400	3	-	-	-	8,350	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	9,750
HST (13%)	13,866		260	-	-	1,567	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15,692
Lot #20																						
Interior finishing cost	47,243	3	-	-	-	6,100	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	53,343
Exterior finishing cost	-	3	2,000	-	-	4,220	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6,220
HST (13%)	6,142		260	-	-	1,342	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7,743
Lot #19																						
Interior finishing cost	4,503	3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,503
Exterior finishing cost	-	3	-	-	-	6,200	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6,200
HST (13%)	586		-	-	-	806	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,392
Lot #1																						
Interior finishing cost	38,097	3	19,695	-	-	11,680	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	69,472
Exterior finishing cost	2,269	3	-	-	-	10,900	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	13,169
HST (13%)	5,248		2,560	-	-	2,935	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10,743
General (projection is inclusive of HST)																						
HST Paid on general expenses	131,699		4,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	135,699
Management fees	251,986	4	20,551	-	-	-	17,600	-	-	-	12,600	-	-	-	12,600	-	-	-	-	-	-	313,337
Marketing salaries for sales office	17,975		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	17,975
Other marketing expenses	18,928		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	18,928
Property taxes	22,417		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	22,417
Insurance	46,373		2,650	-	-	-	6,632	-	-	-	-	522	-	-	-	-	522	-	-	-	-	56,699
Office expenses and banking LC fees	56,892		600	-	-	-	600	-	-	-	-	600	-	-	-	-	600	-	-	-	-	59,292
Automotive expenses	48,191		4,100	-	-	-	3,560	-	-	-	-	3,560	-	-	-	-	3,560	-	-	-	-	62,971
Post-closing service costs re: Lot 77	7,500		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7,500
Tarion warranty - service and materials for pre-CCAA closings	128,218	5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	128,218
Tarion warranty for Homes Sold under CCAA	-		-	3,500	-	-	-	3,500	-	-	-	3,500	-	-	-	-	3,500	-	-	-	3,500	17,500
Repayment of DMO Mortgage	786,106	1	-	260,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,046,106
Repayment of Home Trust Mortgage	656,938		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	656,938
Repayment to Foremost Financial	-		536,500	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	536,500
Estimated post-CCAA filing HST remittance/(refund)	143,260		-	-	-	-	-	-	250,000	-	-	-	-	-	-	-	-	-	-	-	-	393,260
Contingency (15% of construction costs)	13,159		4,640	-	-	24,009	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	41,808
Repayment of the interim financing facility	200,000	2	-	-	260,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	460,000
Commissions	64,732		28,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	92,732
Professional fees	532,189	6	68,000	65,000	-	-	-	50,000	-	-	-	50,000	-	-	-	-	25,000	-	-	-	25,000	815,189
Total disbursements	3,504,486		699,972	328,500	260,000	184,069	28,392	53,500	250,000	-	11,600	58,182	-	-	11,600	-	33,182	-	-	-	28,500	5,451,983
Net cash inflow/(outflow)	1,745,557		1,039,028	(328,500)	(260,000)	805,931	(28,392)	(53,500)	(250,000)	-	(11,600)	(58,182)	-	-	(11,600)	-	(33,182)	-	-	-	(28,500)	2,527,060
Bank account - opening balance			1,745,557	2,784,585	2,456,085	2,196,085	3,002,016	2,973,624	2,920,124	2,670,124	2,670,124	2,658,524	2,600,343	2,600,342	2,600,342	2,588,742	2,588,742	2,555,560	2,555,560	2,555,560	2,555,560	
Bank account - closing balance		a	2,784,585	2,456,085	2,196,085	3,002,016	2,973,624	2,920,124	2,670,124	2,670,124	2,658,524	2,600,342	2,600,343	2,600,342	2,588,742	2,588,742	2,555,560	2,555,560	2,555,560	2,555,560	2,527,060	

Hypothetical Assumptions:

1. Lots 1 & 20 are subject to a sale agreement with third parties and the sales closed in the first week of September, 2014. A portion of the proceeds of realization from these lots were paid to the respective first mortgagees, subject to reimbursement agreements.

2. The interim financing facility is subject to a term sheet that is attached to the Affidavit of Imran Jinnah filed with the Applicants' initial motion record. The loan attracts interest at 12% per year. The lender is also affiliated with one of the Applicants' private mortgage lenders.

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

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

5. Represents post-closing servicing costs as required by the Tarion new home warranty program.

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

Probable Assumptions:

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

APPENDIX 9

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

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

IN THE MATTER OF A PLAN OF COMPROMISE 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 JONATHAN KRIEGER

I, **JONATHAN KRIEGER**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY** as follows:

1. I am Senior Vice President of Grant Thornton Limited, ("**GTL**") which was appointed as the Monitor ("**Monitor**") without security, of all the assets, undertakings and properties of Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148993 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario Inc. and 2147650 Ontario Inc. (collectively the "**Company**"). As such, I have knowledge of the matters hereinafter deposed to, except where stated to be on information and belief and whereso stated I verily believe such to be true.

2. Attached and marked as Exhibit "**A**" to this my affidavit is a true copy of the detailed billing setting out the fees and disbursements (including HST) of GTL incurred in its role as Monitor of the Company from August 1, 2014 to August 31, 2014, in the total amount of $8,761.28, plus HST.

3. Given the complexity of this insolvency matter, I believe the hourly rates and the total amount of fees are reasonable and comparable for insolvency services of this nature rendered by other firms in the City of Toronto.

4. This affidavit is sworn in connection with the approval of the fees and disbursements of GTL and for no improper purpose.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario, this 17th day of September, 2014.

Commissioner for Taking Affidavits, etc.

Daniel Adam Sobel, a Commissioner, etc., Province of Ontario, for Grant Thornton Limited, Trustee in Bankruptcy. Expires July 19, 2017.

JONATHAN KRIEGER

Exhibit "**A**" to the Affidavit of Jonathan Krieger, sworn before me this 17th day of September, 2014.

Commissioner for Taking Affidavits, etc.

Daniel Adam Sobel, a Commissioner, etc., Province of Ontario, for Grant Thornton Limited, Trustee in Bankruptcy. Expires July 19, 2017.

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

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

IN THE MATTER OF A PLAN OF COMPROMISE 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

BILLING

BN 12738 4717 RT0001
Client #181330
Invoice#L6658

To professional services rendered as Court Appointed CCAA Monitor for the period from August 1, 2014 to August 31, 2014.

Date	Description	Hours
August 1, 2014	Jan Oros	
	• Review disbursements requested to be issued for week ending Aug.1; Review expenses against cash flow; Review expenses to complete worksheet from debtor; Discuss file with D. Sobel; Prepare summary sheet for DIP lender to review; Complete with comments on disbursements being requested; Emails and calls with debtors to discuss issues with some disbursement and the need for further detail; Send summary sheet with comments to DIP lender.	3.25 hours
August 5, 2014	Jan Oros	
	• Review emails; Forward emails to D. Sobel re: DIP lender's request for information; Review emails from counsel.	0.10 hours

August 5, 2014	<u>**Rosa Wilford**</u>	
	• Review and follow email instructions from both J. Oros and D. Sobel; Prepare cheques; General banking administration.	0.50 hours
August 6, 2014	<u>**Jan Oros**</u>	
	• Prepare draft court report for vesting order for Lot 1, 23 & 24; Respond to requests for information from Chaitons; Review emails from counsel and D. Sobel.	2.75 hours
August 6, 2014	<u>**Jonathan Krieger**</u>	
	• Correspondence re: report and affidavit; Correspondence from counsel.	0.50 hours
August 6, 2014	<u>**Rosa Wilford**</u>	
	• Correspondence with J. Oros and match cheque requisitions to disbursement list.	0.50 hours
August 7, 2014	<u>**Jan Oros**</u>	
	• Review emails from counsel; Respond to questions re: 4th report requesting vesting order.	0.50 hours
August 7, 2014	<u>**Jonathan Krieger**</u>	
	• Review of Monitor's Report; Correspondence with counsel thereto; Review of matters re: lot descriptions; Correspondence with team.	0.90 hours
August 8, 2014	<u>**Jan Oros**</u>	
	• Review emails from counsel; Respond to questions re: 4th report requesting vesting order.	0.25 hours
August 8, 2014	<u>**Jonathan Krieger**</u>	
	• Review of draft Report of Monitor; Correspondence thereto.	1.00 hours
August 11, 2014	<u>**Daniel Sobel**</u>	
	• Email to secured lender.	0.40 hours
August 11, 2014	<u>**Jan Oros**</u>	
	• Review emails from debtor; Review emails from counsel.	0.25 hours

August 12, 2014	**Jonathan Krieger**	
	• Correspondence with counsel; Attendance in Court; Review of next steps.	1.50 hours
August 13, 2014	**Jan Oros**	
	• Review emails from debtor re: Tarion; Respond to emails re: disbursements; Call from DIP lender to discuss disbursements.	0.25 hours
August 13, 2014	**Jonathan Krieger**	
	• Review closing documents; Correspondence with lawyers re: sale closing and claims.	0.50 hours
August 13, 2014	**Nicholas To**	
	• Reformat and post Fourth Report of the Monitor dated August 8, 2014 and Responding Motion Record Returnable August 25, 2014 to website.	0.40 hours
August 13, 2014	**Rosa Wilford**	
	• Follow email instructions from J. Oros; Prepare fifty-three cheques; Match to excel spreadsheet; General banking administration.	2.50 hours
August 14, 2014	**Rosa Wilford**	
	• Review and prepare bank reconciliations for July 2014 and initial the Report for the Summary of Estate Balances; Copy and scan cheques and courier to T. Ahmer at Silver Stream and email correspondence.	1.10 hours
August 15, 2014	**Nicholas To**	
	• Post order and endorsement and three vesting orders to website.	0.25 hours
August 15, 2014	**Rosa Wilford**	
	• Reconcile August 2014 bank statement and initial the Report for the Summary of Estate Balances.	0.10 hours

August 18, 2014	**Jan Oros**	
	• Review emails from Counsel on reimbursement agreement; Request updated payment amount to Home Trust; Provide instruction to V. Naccarato re: issuance of cheque; Review proposed disbursement request from debtor; Advise of concerns re: certain payments being requested that may have been paid by counsel; Discuss file with D. Sobel.	0.75 hours
August 19, 2014	**Jan Oros**	
	• Review updated emails from Counsel on reimbursement agreement; Provide updated instruction to V. Naccarato with new payment figures re: issuance of cheque; Send details for J. Krieger approval of payment; Review emails from debtor on proposed disbursement request corrections and deletions to be made; Discuss upcoming extension approval court report to prepare.	0.75 hours
August 19, 2014	**Valerie Naccarato**	
	• Prepare cheque and covering letter to Secured Creditor; General banking administration.	0.40 hours
August 20, 2014	**Jan Oros**	
	• Review disbursements requested by Silver Stream; Provide account allocations; Update summary listing cheques to be issued for DIP lender approval.	1.50 hours
August 21, 2014	**Daniel Sobel**	
	• Review disbursement request; Internal emails; Review letter from CRA.	0.50 hours
August 22, 2014	**Daniel Sobel**	
	• Correspondence with counsel re: CRA letter; Review email correspondence on various issues; Review disbursements.	0.60 hours
August 22, 2014	**Valerie Naccarato**	
	• Follow email instructions from J. Oros; Prepare cheques; General banking administration.	4.00 hours
August 25, 2014	**Jonathan Krieger**	
	• Review and inquiries re: matters related to disbursements.	0.50 hours

August 26, 2014	**Jan Oros**	
	• Review and request cheque to be issued on urgent basis to vendor for Lot 20 closing on August 29.	0.15 hours
August 26, 2014	**Jonathan Krieger**	
	• Correspondence with counsel re: claims.	0.30 hours
August 27, 2014	**Jonathan Krieger**	
	• Discussion with V. Naccarato re: issues related to additional disbursements.	0.20 hours
August 27, 2014	**Valerie Naccarato**	
	• Prepare cheques; General banking administration; Telephone discussion with T. Ahmer re: delivery of cheques.	0.30 hours
August 28, 2014	**Jan Oros**	
	• Respond to V. Naccarato request from debtor re: vendor claim of non-receipt of payment; Review emails from debtor.	0.10 hours

Time Summary

J. Krieger, Sr. Vice President	5.40	hours @	$	550.00	per hour	$	2,970.00
D. Sobel, Vice President	1.50	hours @	$	390.00	per hour	$	585.00
J. Oros, Manager	10.60	hours @	$	270.00	per hour	$	2,862.00
N. To, Manager	0.65	hours @	$	270.00	per hour	$	175.50
R. Wilford, Manager	4.70	hours @	$	225.00	per hour	$	1,057.50
V. Naccarato, Analyst	4.70	hours @	$	120.00	per hour	$	564.00
	27.55					$	8,214.00
5% Technology and Administration						$	410.70
						$	8,624.70
Disbursements							
Courier						$	136.58
Total Time and Disbursements						$	8,761.28
HST (13%)						$	1,138.97
Total Invoice Due						**$**	**9,900.25**

Accounts are due when rendered. All accounts outstanding over 30 days will be charged interest at a rate of 1 ½% per month (18% per annum) until paid.

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**

AFFIDAVIT OF JONATHAN KRIEGER

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Lawyers for the Court-appointed Monitor

APPENDIX 10

Court File No. 13-10362-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

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

IN THE MATTER OF A PLAN OF COMPROMISE 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 STEVEN GRAFF
(sworn September 16, 2014)

I, **STEVEN GRAFF**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS**:

1. I am a lawyer at Aird & Berlis LLP and, as such, I have knowledge of the matters to which I hereinafter depose. Aird & Berlis LLP is acting as counsel for Grant Thornton Limited ("**GTL**"), in its capacity as the Court-appointed Monitor of the Applicants.

2. Aird & Berlis LLP has prepared a statement of account in connection with its mandate as counsel to GTL, detailing its services rendered and disbursements incurred, namely:

   (a) an account dated September 12, 2014 in the amount of $20,463.87 in respect of the period from August 2, 2014 to August 30, 2014;

   Attached hereto and marked as **Exhibit "A"** to this Affidavit is a copy of the Statement of Account. The average hourly rate of Aird & Berlis LLP is $358.18.

3. Attached hereto and marked as **Exhibit "B"** to this Affidavit is a chart detailing the lawyers, law clerks and articling students who have worked on this matter.

4. This Affidavit is made in support of a motion to, *inter alia,* approve the attached accounts of Aird & Berlis LLP and the fees and disbursements detailed therein, and for no improper purpose whatsoever.

SWORN before me at the City of Toronto, in the Province of Ontario this 16th day of September, 2014	))))))
A commissioner, etc.	**STEVEN GRAFF**

IAN AVERSA

Attached is Exhibit "A"

Referred to in the

AFFIDAVIT OF STEVEN GRAFF

Sworn before me

this 16th day of September, 2014

IAN AVERSA

Commissioner for taking Affidavits, etc

IN ACCOUNT WITH:

AIRD & BERLIS LLP

Barristers and Solicitors

Brookfield Place, 181 Bay Street
Suite 1800, Box 754, Toronto, ON M5J 2T9 Canada
T 416.863.1500 F 416.863.1515
www.airdberlis.com

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

Attention: Mr. Daniel Sobel

Account No.: 490529

PLEASE WRITE ACCOUNT NUMBERS ON THE BACK OF ALL CHEQUES

File No.: 25227/118506

September 12, 2014

Re: Silver Streams Homes Inc.

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ended August 30, 2014

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
IEA	02/08/14	$395.00	1.40	$553.00	Engaged with reviewing the draft affidavit and providing comments; Emails to and from Applicants' counsel re the affidavit, the Monitor's report, the hearing and next steps; Emails to and from the Applicants' counsel, clients and S. Graff regarding the CRA motion, the hearing and next steps
IEA	04/08/14	$395.00	0.10	$39.50	Emails from DOJ re CRA motion
IEA	05/08/14	$395.00	1.10	$434.50	Emails to and from Applicants' counsel, client and S. Graff regarding CRA Motion, the hearing and next steps; Engaged with reviewing the factum and book of authorities of Foremount Drywall; Engaged with reviewing the Applicants' motion record and discuss re the same
SLG	05/08/14	$695.00	0.30	$208.50	Emails from M. Poliak
IEA	06/08/14	$395.00	1.30	$513.50	Emails to and from Applicants' and clients and S. Graff re the CRA hearing, the August 12th hearing; Discussions with B. Kenworthy re the report and the hearing; Engaged with reviewing response to H. Mandel and providing comments

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
IEA	07/08/14	$395.00	1.10	$434.50	Emails to and from Applicants' counsel, H. Mandel, clients and S. Graff regarding the August 12th hearing, the Foremont hearing; Emails re the affidavit of fees and service of the report
PGC	07/08/14	$295.00	0.70	$206.50	Review file re: security issues re: Foremost; Emails to and from I. Aversa re: same; Email to counsel re: Foremont claim; Discussions with counsel re: same
SLG	07/08/14	$695.00	0.40	$278.00	Review emails; address outstanding motions and fee affidavit
SRM	07/08/14	$310.00	0.10	$31.00	Review file regarding Foremont Proof of Claim
IEA	08/08/14	$395.00	2.70	$1,066.50	Emails to and from Applicants' counsel, clients and S. Graff re the August 12th hearing and the Foremont Drywall hearing and the response to H. Mandel; Emails re the affidavit of fees; Engaged with reviewing the fourth report and providing comments; Various telephone calls and emails re the same
PGC	08/08/14	$295.00	0.10	$29.50	Emails from opposing counsel re: Foremont action
SLG	08/08/14	$695.00	0.20	$139.00	Address Fourth Report
BAK	08/08/14	$280.00	3.30	$924.00	Review and revise fee affidavit of S. Graff; email to I. Aversa re Report; update letter to H. Mandel; commission affidavit of S. Graff; send letter to H. Mandel; review of fourth report; email to I. Aversa re report; emails to client re report; compile report; serve report; divide report for service, as compiled version was too large; re-circulate report
IEA	09/08/14	$395.00	0.20	$79.00	Email from Applicants' counsel re the hearing and reimbursement agreements
IEA	10/08/14	$395.00	0.20	$79.00	Emails to and from client re Foremont motion and notices of garnishment
IEA	11/08/14	$395.00	2.70	$1,066.50	Emails to and from Applicants' counsel, clients and S. Graff re the hearing and the reimbursement agreements; Emails to and from C. Clynich re update on claims process; Emails re the cost award;

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
					Telephone call with J. Long re the claims process; Telephone call with J. Spiegleman re the hearing; Emails to and from DOJ re CRA Motion; Emails re the letters of credit; Email re the construction lien claim
SC	11/08/14	$230.00	0.80	$184.00	Filing 4th Report of the Monitor and Affidavit of Service at the Commercial List (330 University Ave)
BAK	11/08/14	$280.00	2.80	$784.00	Draft response on behalf of I. Aversa to construction lien inquiry from counsel to LIUNA Local 183's Trust Funds; coordinate production of Silver Streams documents, along with binding and tabbing for use in court; execute affidavit of service; coordinate filing of affidavit with the Commercial List; receive instructions from I. Aversa re Reimbursement Agreements; draft reimbursement agreements for Home Trust and Foremost; circulate reimbursement agreements to I. Aversa for comments and review
IEA	12/08/14	$395.00	3.60	$1,422.00	Attend court; Emails from service list re same; Engaged with reviewing and revising reimbursement agreements and emails re same; Telephone call with Department of Justice re CRA motion; Engaged with reviewing the Applicants' responding record re Foremont Drywall motion; Telephone call with M. Poliak re next steps; Emails to and from Applicants' council and clients re Tarion and related inspections; Telephone calls and emails to and from P. Copeland re construction lien claimants and discussions with S. Graff re same
PGC	12/08/14	$295.00	0.60	$177.00	Review and revise lien claim chart
BAK	12/08/14	$280.00	1.00	$280.00	Telephone call - attend telephone calls with I. Aversa and CRA, and I. Aversa and M. Poliak
IEA	13/08/14	$395.00	1.00	$395.00	Emails to and from P. Copeland re construction liens; Emails to and from M. Poliak re E. Rogers; Emails to and from Applicant's counsel and clients
PGC	13/08/14	$295.00	0.20	$59.00	Emails to and from I. Aversa re: claimant overview

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
IEA	14/08/14	$395.00	1.60	$632.00	Emails to and from C. Ho, M. Poliak and clients re Home Trust reimbursement agreement and related closing; Emails to and from H. Mandel, M. Poliak and clients re Foremost reimbursement agreement and related closing; Engage with reviewing and revising reimbursement agreements; Emails and discussions re same
BAK	14/08/14	$280.00	0.10	$28.00	Review of document from H. Mandel; prepare blackline to identify amendments and provide copy of same to I. Aversa
IEA	15/08/14	$395.00	1.10	$434.50	Emails to and from Applicants' counsel, client and S. Graff regarding closing of Lot 24; Emails to and from P. Copeland regarding construction lien claims; Instruct P. Copeland regarding preparation of two letters regarding late claims
PGC	15/08/14	$295.00	0.20	$59.00	Review lien claims; Discussions with I. Aversa re: same
IEA	17/08/14	$395.00	0.20	$79.00	Emails to and from client and S. Graff regarding reimbursement agreement
PGC	17/08/14	$295.00	0.30	$88.50	Draft letters to Bisceglia re: Argo Lumber and Newmar late filings
IEA	18/08/14	$395.00	1.70	$671.50	Engaged with reviewing letters regarding late claims; Emails to and from client, S. Graff and P. Copeland regarding same; Emails regarding the closing of Lot 24, the related reimbursement agreement and next steps
IEA	19/08/14	$395.00	1.10	$434.50	Engaged with issuing letters regarding late claims; Emails to and from client regarding the reimbursement agreement regarding Home Trust; Engaged with reviewing and revising the agreement; Telephone call and emails to and from C. Ho regarding the same
IEA	20/08/14	$395.00	1.10	$434.50	Emails to and from Applicants' counsel and H. Mandel regarding CRA motion; Emails to and from client regarding the Home Trust reimbursement agreement and distribution; Emails regarding the sale of Lot 20; Engaged with reviewing letter from the CRA; Emails to and from clients regarding the

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
					same
IEA	21/08/14	$395.00	1.10	$434.50	Emails to and from Applicants' counsel, clients and S. Graff regarding the Foremont motion and H. Mandel; Telephone call with S. Turajlich regarding late claims; Emails regarding the same
IEA	22/08/14	$395.00	1.30	$513.50	Emails to and from S. Turajilich re late claims and next steps; Emails to and from client and BMO; Telephone call with M. Poliak re CRA motion; Emails and discussions with clients and S. Graff re the same
SLG	22/08/14	$695.00	0.20	$139.00	Review emails re update status
IEA	25/08/14	$395.00	0.20	$79.00	Emails to and from clients re next steps
IEA	26/08/14	$395.00	1.20	$474.00	Engaged with reviewing correspondence from CRA and emails to and from clients and S. Graff regarding same; Emails to and from Applicants' counsel and client regarding sale of Lot 20
IEA	26/08/14	$395.00	1.20	$474.00	Further review of letter from CRA; Emails to and from S.Graff and B. Kenworthy re same; Emails re the reimbursement agreement
IEA	27/08/14	$395.00	1.10	$434.50	Emails to and from S. Graff and B. Kenworthy re letter from CRA and related issues; Emails re lift stay motions and discussions with B. Kenworthy regarding same
SC	27/08/14	$230.00	2.00	$460.00	Research on whether the CRA's deemed trust provisions extend over funds held as security for payments
BAK	27/08/14	$280.00	4.30	$1,204.00	Receive instruction from I. Aversa; review of Deemed Trust issue; read email from CRA; review of materials provided by CRA; review of APA; review of letter from A. Farrell; emails to S. Graff and I. Aversa re deemed trust issue; review of case law; email to M. Poliak at Chaitons re status of letter to Richmond Hill re letters of credit; research case law; email to students re research

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
IEA	28/08/14	$395.00	1.20	$474.00	Emails re lift stay motions; Engaged with reviewing motion record from S. Turnjilick and emails re same
BAK	28/08/14	$280.00	0.40	$112.00	Instruct S. Crawford re: Noting up (and attempting to distinguish caselaw) re the CRA's deemed trust extending over funds held as security for payments; instruct S. Giampaolo re same
IEA	29/08/14	$395.00	0.90	$355.50	Emails to and from Applicants' counsel, BMO's counsel, client, S. Graff and B. Kenworthy re cash collateral, correspondence from CRA, and next steps
BAK	29/08/14	$280.00	0.90	$252.00	Review with I. Aversa re orders and funds in trust in respect of LCs; emails to M. Poliak and to J. Spiegelman re same; discussion with S. Crawford re research on CRA's deemed trust; email to S. Graff and I. Aversa re research on CRA's deemed trust
IEA	30/08/14	$395.00	0.20	$79.00	Emails to and from S. Graff and B. Kenworthy re next steps
TOTAL:			49.50	$17,730.00	

Name	Hours	Rate	Value
Ian E. Aversa (IEA)	30.60	$395.00	$12,087.00
Steven L. Graff (SLG)	1.10	$695.00	$764.50
Patrick G. Copeland (PGC)	2.10	$295.00	$619.50
Shannon R. Morris (SRM)	0.10	$310.00	$31.00
Brett A. Kenworthy (BAK)	12.80	$280.00	$3,584.00
Stephen Crawford (SC)	2.80	$230.00	$644.00

OUR FEE	$17,730.00
HST at 13%	$2,304.90

DISBURSEMENTS

Subject to HST

Long Distance Charges	$21.22	
Photocopies - Local	$366.75	
Photocopies	($221.25)	
Binding and Tabs	$6.25	
Deliveries/Parss	$22.70	
Imaging/Scanning	$166.25	
Taxi	$17.70	
Total Disbursements		$379.62
HST at 13%		$49.35

AMOUNT NOW DUE **$20,463.87**

THIS IS OUR ACCOUNT HEREIN
Aird & Berlis LLP

per.

Steven L. Graff
E.&O.E.

PAYMENT OF THIS ACCOUNT IS DUE ON RECEIPT

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 1.3% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS ACCOUNT IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001

NOTE: This account may be paid by wire transfer in Canadian funds to our account at The Toronto-Dominion Bank, TD Centre, 55 King Street West, Toronto, Ontario, M5K 1A2. Account number 5221521, Transit number 10202, Swift Code TDOMCATTTOR. Please include the account number as reference.

19625469.1

Attached is Exhibit "B"

Referred to in the

AFFIDAVIT OF STEVEN GRAFF

Sworn before me

this 16th day of September, 2014

IAN AVERSA

Commissioner for taking Affidavits, etc

STATEMENT OF RESPONSIBLE INDIVIDUALS

Aird & Berlis LLP's professional fees herein are made with respect to the following individuals

Lawyer	Call to Bar	Hrly Rate	Total Time	Value
Steven L. Graff	1991	$695.00	1.10	$764.50
Ian Aversa	2008	$395.00	30.60	$12,087.00
Brett Kenworthy	2011	$280.00	12.80	$3,584.00
Patrick Copeland	2012	$295.00	2.10	$619.50
Clerk/Student	**Call to Bar**	**Hrly Rate**	**Total Time**	**Value**
Shannon Morris	N/A	$310.00	0.10	$31.00
Stephen Crawford	N/A	$230.00	2.80	$644.00

Standard hourly rates listed. However, in certain circumstances adjustments to the account were made.

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 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. 13-10362-00CL

(Short title of proceeding)

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at Toronto

AFFIDAVIT OF STEVEN L. GRAFF

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

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Email: iaversa@airdberlis.com

Lawyers for Grant Thornton Limited, in its capacity as the Monitor of the Applicants

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 HOME (PUCCINI) INC., 2148993 ONTARIO INC., 2148990 ONTARIO INC., 2147681 ONTARIO INC. AND 2147650 ONTARIO INC.

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at Toronto

FIFTH REPORT TO THE COURT OF GRANT THORNTON LIMITED, MONITOR OF THE APPLICANTS UNDER THE *COMPANIES' CREDITORS ARRANGEMENT ACT*

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

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Lawyers for Grant Thornton Limited, in its capacity as the Court-appointed Monitor of the Applicants