Court File No. 13-10362-00-CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

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

Applicants

AFFIDAVIT OF IMRAN JINNAH

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

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

OVERVIEW

2. At the time of the commencement of the CCAA proceedings, the Applicants were in the process of completing a residential development project in Richmond Hill, Ontario referred to in these proceedings as the "**Puccini Project**". At all relevant times, I believed and understood that all of the Applicants were properly registered as builders and vendors with Tarion Warranty Corporation ("**Tarion**") under the *Ontario New Home Warranties Plan Act,* R.S.O. 1990, c. O.31 (the "**Warranties Act**"). To secure the Applicants' obligations to Tarion, the Applicants provided security in favour of Tarion in the aggregate amount of $1.24 million.

3. Puccini was incorporated for the purpose of selling the homes in the Puccini Project. Over the course of the Puccini Project, the Applicants sold in excess of 95 homes with Puccini acting as the vendor for these homes.

4. Silver Streams and the numbered company Applicants were registered as vendors with Tarion. At all relevant times, I believed that Puccini was also registered as a vendor with Tarion.

5. In or around September 2014, I learned, for the first time, that contrary to my previous understanding, Puccini was not in fact registered as a vendor with Tarion contemporaneously or otherwise with the numbered company Applicants and Silver Streams. Failure to register Puccini as a Tarion vendor was inadvertent. To remedy the issues raised by Puccini not being a properly registered vendor, the Applicants, Tarion and I entered into an agreement pursuant to which, *inter alia*, all of Puccini's rights, interests and obligations under the sale agreements for the Puccini Homes were assigned to Silver Streams.

6. It was always the intention of the Applicants that: (i) all of the corporate entities involved with the Puccini Project be properly registered with Tarion; and (ii) Tarion would have recourse and access to the Security (as defined below) for the payment by Tarion of claims made by purchasers against the Applicants. These intentions were consistently communicated to the Service List and the Court over the course of these CCAA proceedings. The Settlement Agreement, once implemented, will restore Tarion, the Applicants, the purchasers of the ninety five Puccini Project homes and the Applicants' creditors to the positions that they would have been in had Puccini been properly registered under the Warranties Act.

7. A number of lien claimants object to the settlement agreement. This affidavit is sworn in support of the Applicants' motion for an order declaring, *inter alia*, that the Applicants have the requisite authority to enter into a Settlement Agreement dated February 17, 2015 with Tarion (the "**Settlement Agreement**"), or, in the alternative, an order approving the Settlement Agreement.

CCAA PROCEEDINGS

8. The Puccini Project was a four phase residential real estate development in Richmond Hill, Ontario. Title to the lands in Phases I, II and III of the Puccini Project are registered in the names of the numbered company Applicants. Title to the lands in Phase IV of the Puccini Project is registered in the name of a corporation affiliated with the Applicants which is not a party to these CCAA proceedings.

9. Silver Streams is a residential homebuilder in the Greater Toronto Area. Puccini was incorporated for the purpose of selling the homes in the Puccini Project.

10. On December 17, 2013 (the **"Filing Date"**), the Applicants obtained protection from their creditors under the *Companies' Creditors Arrangement Act* (the **"CCAA"**) pursuant to the terms of the Initial Order of Justice Newbould. The Initial Order, among other things, appointed Grant Thornton Limited as Monitor of the Applicants in these proceedings. A copy of the Initial Order is attached hereto as **Exhibit "A"**.

11. In support of the Applicants' CCAA application I swore an affidavit on December 11, 2014 wherein I advised the Court and the Service List that the Applicants have continuing Tarion warranty obligations with respect to the sales of homes in Phases I, II and III of the Puccini Project and that letters of credit in favour of Tarion securing the Applicants' obligations have been provided by the Applicants. A copy of my Initial Affidavit (without exhibits) is attached hereto as **Exhibit "B"**.

12. As at the Filing Date, there were 10 remaining homes in Phases II and III of the Puccini Project that were in various stages of completion (the **"Puccini Homes"**). The objective of the Applicants' CCAA proceedings was to complete and sell the Puccini Homes and to pay the net sale proceeds, after payment of operating costs and the costs of these proceedings, to satisfy their creditors' claims in the priority to be determined by the Court. As at the date of this affidavit, nine out of the ten Puccini Homes have been sold. The net proceeds from the sale of the Puccini Homes

are held by the Monitor pending the resolution of a priority dispute between the private mortgagees, who collectively represent the Applicants' largest secured creditor, and construction lien claimants.

13. As described in my previous affidavits served and filed in these CCAA proceedings, as at the Filing Date, the Applicants' secured debt was in excess of $12 million and numerous construction liens totalling in excess of $3.5 million have been registered against title to various lots in the Puccini Project. The Applicants' senior secured creditors have been paid in full from the proceeds of sale of the Puccini Homes in these proceedings, subject to reimbursement agreements. It is anticipated that the private mortgagees will suffer a substantial shortfall on their loans to the Applicants.

14. On January 8, 2015, this Court granted an order, among other things, referring the determination of priorities as between construction lien claimants and private mortgagees, which represent the largest secured creditor of the Applicants, to arbitration. A copy of the January 8, 2015 Order is attached hereto as **Exhibit "C"**.

15. The arbitration proceedings have not yet been completed.

TARION

16. Tarion is a private, not-for-profit corporation that was established in 1976 to protect the rights of new home purchasers and regulate new home builders and vendors. Tarion administers the Warranties Act, which sets out the warranty protection that new home purchasers are entitled to in the Province of Ontario as well as the scheme for the administration of same.

17. Silver Streams was registered as a builder and vendor with Tarion under the Warranties Act in May 2004. In May 2010, the numbered company Applicants were also registered as vendors under the Warranties Act.

18. I understood and believed that all of the necessary registrations for the Puccini Project under the Warranties Act were completed in 2010 and that no further steps or registrations were required and communicated this understanding to the Court and the Service List in my previous affidavits filed in these CCAA proceedings.

19. Had I been informed or understood that a separate registration in respect of Puccini was required, this registration would have been completed forthwith as the cost of registering a company under the Warranties Act is nominal. However, I had always understood that the registrations effected in 2004 and 2010 extended to all of the Applicants, including Puccini.

20. In connection with their registrations under the Warranties Act, the Applicants were required to and did provide letters of credit in the aggregate amount of $920,000 (the "**Letters of Credit**") and a cash deposit in the amount of $320,000 in favour of Tarion to secure the Applicants' obligations to Tarion under the Warranties Act (collectively, the "**Security**").

21. The Applicants were building and selling new homes. The agreements of purchase and sale between the Applicants and their purchasers, including all of the agreements where Puccini was the vendor, advised the purchasers that Tarion warranty was available. The Security was provided to cover the Applicants' obligations for those warranties. A copy of the Applicants' sample agreement of purchase and sale is attached hereto as **Exhibit "D"**.

22. The Security was provided to Tarion to allow it to pay for deposit claims and warranty claims by purchasers in connection with the Puccini Project homes in the event the Applicants are unable to satisfy their obligations under the Warranties Act. Although I am aware that a number of claims have been made by the Applicants' purchasers, and that additional claims may yet be made, I am not aware of the quantum of funds paid by Tarion to the Applicants' purchasers under the Warranties Act.

23. In the event any Security is left over after payment by Tarion of claims against the Applicants under the Warranties Act, the Security will be returned to the Applicants' estate to be distributed in accordance with priorities determined by this Court.

24. In or around September 2014, I learned from the Applicants' legal counsel for the first time, that contrary to my previous understanding, Puccini was not in fact registered as a vendor under the Warranties Act contemporaneously or otherwise with the numbered company Applicants and Silver Streams.

25. On September 3, 2014, a *Provincial Offences Act*, R.S.O. 1990, c. P. 33 (the "**Offences Act**") summons was issued to Puccini under the Warranties Act, which, summons among other things, charged Puccini with acting as a vendor of a new home without being properly registered under the Warranties Act. A copy of the summons is attached hereto as **Exhibit "E"**. The proceedings in connection therewith (the "**Warranties Act Proceedings**") are currently adjourned pending, among other things, the resolution of this motion.

26. The failure to register Puccini as a vendor under the Warranties Act was inadvertent. As described above, it was always the Applicants' understanding that the Tarion registrations extended to all of the Applicants, including Puccini. Accordingly, both prior and subsequent to the commencement of these CCAA proceedings, Puccini acted as a vendor under a number of agreements of purchase and sale in respect of new home sales.

27. Upon learning that Puccini was not a registered vendor under the Warranties Act, I entered into discussions with Tarion to remedy the situation, which ultimately resulted in the Settlement Agreement being negotiated and executed.

28. In excess of ninety five Puccini Project homes have been sold by the Applicants to date with Puccini acting as vendor under the agreements of purchase and sale. In all of these transactions, it was the Applicants' and the purchasers' understanding that the sold homes were subject to the

Warranties Act and that Tarion could look to the Letters of Credit to fund expenditures in the event the Applicants default in their obligations under the Warranties Act.

29. To remedy the issues raised by Puccini not being a properly registered vendor, the Applicants, Tarion and I agreed to enter into the Settlement Agreement, a copy of which is attached as **Exhibit "F"** hereto. To remedy the inadvertent defect of Puccini not being a properly registered vendor under the Act, pursuant to the Settlement Agreement, the Applicants agreed, among other things, that Puccini will assign to Silver Streams all of its rights, title, interest and obligations under the purchased agreements entered into by Puccini in its capacity as vendor.

30. The Settlement Agreement is supported by the private mortgagees.

31. The Monitor agreed to acknowledge receipt of the Settlement Agreement and communicated to the Applicants and Tarion that it did not object to the parties entering into the agreement on the basis that it was supported by each of Tarion, the Applicants and the private mortgagees.

OBJECTIONS TO THE SETTLEMENT AGREEMENT

32. The Settlement Agreement is conditional on, among other things, the Applicants advising the Service List and the Court of the terms of the Settlement Agreement and requesting that any person wishing to oppose or object to the execution, delivery or performance of the Settlement Agreement (the "**Objection**") serve notice of such Objection by no later than fourteen (14) calendar days from the date on which notice to the Service List of the Settlement Agreement is provided.

33. If an Objection is received by the Applicants within the prescribed time period, the Applicants, under the Settlement Agreement are required to schedule a motion for an order approving the Settlement Agreement.

34. Pursuant to the terms of the Settlement Agreement, on February 26, 2015, the Applicants advised the Service List of the terms of the Settlement Agreement by serving and filing my Affidavit

sworn February 26, 2015. A copy of this Affidavit without Exhibits is attached hereto as **Exhibit "G"**.

Bisceglia Lien Claimants

35. On February 27, 2015, Emilio Bisceglia, counsel for Argo Lumber Inc. and Newmar Window Manufacturing Inc. (collectively, the "**Bisceglia Lien Claimants**") served an objection to the Settlement Agreement and sought additional information including, the prosecutorial disclosure in the Warranties Act Proceedings. A copy of Mr. Bisceglia's correspondence is attached hereto as **Exhibit "H".**

36. I am advised by Maya Poliak, a lawyer with Chaitons LLP, counsel for the Applicants, that Ms. Poliak sought Tarion's permission to release the prosecutorial disclosure documents to Mr. Bisceglia. I am also advised by Ms. Poliak that Tarion did not release such disclosure due to it not yet being part of the public record and issues concerning its premature dissemination. A copy of Ms. Poliak's correspondence with counsel for Tarion is attached hereto as **Exhibit "I"**. On March 6, 2015, Ms. Poliak communicated Tarion's position to Mr. Bisceglia. A copy of Ms. Poliak's correspondence dated March 6, 2015 is attached hereto as **Exhibit "J"**.

37. Mr. Bisceglia has not withdrawn his objection.

Klein Lien Claimants

38. On March 4, 2015, a group of lien claimants represented by Klein & Associates Professional Corporation (the "**Klein Lien Claimants**") served on the Service List an objection to the Settlement Agreement. A copy of the Objection is attached hereto as **Exhibit "K"**. The Klein Lien Claimants take the position that the Security should be released by Tarion to the Applicants' estate to be distributed in accordance with priorities to be determined by the Court. In their objection, the Klein Lien Claimants also state that Tarion, myself and the Applicants should not be permitted to "change their contractual arrangements to the detriment of the trades who have filed liens".

39. On March 6, 2015, Jeffrey Long, counsel for Con-Drain Company (1983) Limited ("**Con-Drain**"), another lien claimant, advised counsel for the Applicants that Con-Drain adopts the grounds for objection set out in Mr. Klein's letter dated March 4, 2015. A copy of Mr. Long's email is attached hereto as **Exhibit "L"**.

40. Contrary to the assertions of the objecting lien claimants, it was always the intention of the Applicants and Tarion that: (i) all of the corporate entities involved with the Puccini Project be properly registered under the Warranties Act; and (ii) in order to fulfill its mandate under the Warranties Act, Tarion would have recourse and access to the Security for the payment by Tarion of claims made by purchasers against the Applicants under the Warranties Act. These intentions were consistently communicated to the Service List and the Court over the course of these CCAA proceedings.

41. The Settlement Agreement, once implemented, will restore all parties, including Tarion, the Applicants, the purchasers and the Applicants' creditors to the positions they would have been in had Puccini been properly registered under the Warranties Act, consistent with the Applicants' intentions and previous representations in these CCAA proceedings.

SWORN before me at the City of Toronto, Province of Ontario, this 25th day of March 2015	))))))	
A Commissioner, Etc. Maya Poliak		**Imran Jinnah**

THIS IS **EXHIBIT "A"** REFERRED TO IN THE

AFFIDAVIT OF **IMRAN JINNAH**

SWORN BEFORE ME THIS 25th DAY OF MARCH, 2015

Court File No. 12-10362-00-CL

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

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

Court File No. 13-10362-00-CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at TORONTO

INITIAL ORDER

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Lawyers for the Applicants

Doc#2886374v1

THIS IS **EXHIBIT "B"** REFERRED TO IN THE

AFFIDAVIT OF **IMRAN JINNAH**

SWORN BEFORE ME THIS 25th DAY OF MARCH, 2015

Court File No. 13-10362-00-CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

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

Applicants

AFFIDAVIT OF IMRAN JINNAH

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

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

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

OVERVIEW

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

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

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

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

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

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

THE APPLICANTS

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

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

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

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

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

THE PUCCINI PROJECT

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

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

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

PUCCINI PROJECT FINANCING

BMO

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

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

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

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

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

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

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

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

HOME TRUST

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

FOREMOST

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

PRIVATE LENDERS

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

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

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

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

OTHER SECURED CREDITORS

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

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

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

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

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

APPLICANTS' FINANCIAL DIFFICULTIES

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

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

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

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

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

30. There were strikes by trades which caused delays.

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

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

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

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

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

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

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

OTHER CREDITORS

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

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

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

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

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

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

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

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

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

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

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

REMAX REALTRON REALTY INC.

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

46. On September 24, 2013, Remax brought a motion for interim relief, seeking payment of real estate commissions into court from the sale of homes. The Honourable Mr. Justice Newbould ordered that "the vendor/owner is entitled to pay (1) all secured lenders and any lien claimant sufficient amount to permit each sale to close; (2) applicable HST; and (3) legal fees for the closing." The net proceeds were to be held in trust by Chaitons LLP to be paid out only on consent of the parties or further court order. Attached hereto and marked as **Exhibit "O"** is a true copy of the endorsement of Justice Newbould.

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

FINANCIAL POSITION OF THE APPLICANTS

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

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

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

ANTICIPATED RESTRUCTURING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STAY OF PROCEEDINGS

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

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

DIP FINANCING

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

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

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

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

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

VESTING ORDER

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

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

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

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

APPOINTMENT OF MONITOR

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

ADMINISTRATION CHARGE

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

CONCLUSION

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

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

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

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

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

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

SWORN before me at the City of Toronto, Province of Ontario, this 11th day of December, 201[illegible]	))))	
A Commissioner, Etc.	)))	**Imran Jinnah**

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

Doc#2869067v9

THIS IS **EXHIBIT "C"** REFERRED TO IN THE

AFFIDAVIT OF **IMRAN JINNAH**

SWORN BEFORE ME THIS 25th ~~DAY~~ OF MARCH, 2015

Court File No. 13-10362-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.	)	THURSDAY, THE 8TH
	)	
JUSTICE NEWBOULD	)	DAY OF JANUARY, 2015

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 Grant Thornton Limited, in its capacity as the Court-appointed monitor of the Applicants (in such capacity, the "**Monitor**"), for an Order, among other things, referring the construction lien claims and other related issues in these proceedings (collectively, the "**Construction Claims**") to a referee (the "**Referee**"), and referring the action bearing Court File No. CV-13-115757-00 (the "**Con-Drain Action**") to a Judge of the Commercial List, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Seventh Report of the Monitor dated December 19, 2014, the consent of lien claimants (the "**Lien Claimants**") #s 1 through 11 (as more specifically listed and identified in **Schedule "A"** attached hereto), the consent of the Private Mortgagees and the Mortgagees (as listed in **Schedule "B"** attached hereto), and the consent of the proposed Referee, and on hearing the submissions of counsel for the Monitor, counsel for the Applicants, ~~counsel for certain of the Lien Claimants, counsel for certain of the Private Mortgagees, and counsel for certain of the Mortgagees,~~ no one appearing for the unsecured claimants (the "**Unsecured Claimants**") (as more specifically listed and identified in **Schedule "C"** attached hereto) (together with the Lien Claimants, the "**Claimants**") or any other person on the service list, although duly served as appears from the affidavit of Susy Moniz sworn December 22, 2014, filed,

1. **THIS COURT ORDERS** that the time for service and filing of the notice of motion and the motion record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that the following issues with respect to the Construction Claims be and are referred to Duncan Glaholt, who shall act as the Referee:

(a) the validity and, if necessary, quantum, of the Construction Claims filed by the Claimants;

(b) the determination of whether the Private Mortgagees are Statutory Owners (as defined in the *Construction Lien Act*, R.S.O. 1990, c. C.30, as amended (the "**Act**")), and, if so, the determination of their liability as Statutory Owners to the Lien Claimants;

(c) the liability of the Private Mortgagees and Mortgagees with respect to any deficiency in holdback to the claims of the Lien Claimants;

(d) the determination of priorities as amongst the Claimants regarding their claims as against the Claimants, the Private Mortgagees and Mortgagees; and

(e) any ancillary or peripheral issues that need to be determined in order for the Referee to properly complete its mandate, including any and all issues regarding interest and costs.

3. **THIS COURT ORDERS** that the Referee's determination in respect of the issues enumerated in paragraph 2 above shall be set out in a report (the "**Report/Award**"), which shall be served on the Service List in these proceedings and filed with the Court, and that the Report/Award shall bind any and all affected parties without further confirmation by this Court. For greater certainty, each and every party that filed a claim against one or more of the Applicants in the present proceedings shall be deemed to be an affected party of the

Report/Award. Notwithstanding the foregoing, any and all affected parties shall maintain their right to appeal the Report/Award to the Divisional Court in accordance with the Act.

4. **THIS COURT ORDERS** that the anticipated costs of the Referee, up to the amount of $100,000.00, shall be funded equally, and in advance of the Referee commencing its mandate, by the Private Mortgagees (50%) and the Lien Claimants (50%, such that costs shall be borne by each Lien Claimant on a pro rata basis, as calculated in **Schedule "A"** hereto), and that any additional costs of the Referee shall be secured by the Administration Charge (as defined in the Initial Order issued on December 17, 2013 in these proceedings) and paid by the Monitor (collectively, the "**Referee's Costs**"). Notwithstanding the above, the Referee shall maintain the right to assess costs in the Report/Award against any party, including, without limitation, the right to reallocate the Referee's Costs, and any such assessment shall attract the same deference and appeal rights as provided in paragraph 3 of this Order.

5. **THIS COURT ORDERS** that should a Lien Claimant refuse or neglect to pay its pro rata share of costs (a "**Defaulting Lien Claimant**"), then any other Lien Claimant shall be at liberty to advance the costs payable by the Defaulting Lien Claimant and shall be entitled to twice the amount advanced, which repayment shall form a first charge against any sums found to be due and payable to the Defaulting Lien Claimant and which sum shall be repaid before the Defaulting Lien Claimant receives any proceeds under this process.

6. **THIS COURT ORDERS** that the Con-Drain Action shall be transferred from the Superior Court of Justice in Newmarket, Ontario and shall be heard by a Judge of the Superior Court ~~Commercial List~~ in Toronto, separate from the present proceedings and without the participation of the Monitor, but that the funds in dispute in the Con-Drain Action, which are currently held in the trust account of Chaitons LLP (the "**Chaitons Trust Account**"), shall not be released or distributed from the Chaitons Trust Account without a further Order of this Court sitting in the context of the present proceedings.

MN J.

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SCHEDULE "A"

Lien Claimant		Court File No.	Lien Amount ($)	Lien Registration No.	% of Total Lien Amount Claimed by all Lien Claimants
1.	Con-Drain Company (1983) Limited	CV-13-116355-00	94,837	YR2016863	2.6%
2.	Pilbro III Inc.	CV-13-116840-00	554,354	YR2056986	15.5%
3.	Medi Group Incorporated	CV-13-116838-00	521,675	YR2057173	14.6%
4.	Cardell Flooring Ltd.	CV-13-116835-00	94,922	YR2057568	2.6%
5.	Foremont Drywall Inc.; 1382479 Ontario Inc.; 1382503 Ontario Inc.; 2203579 Ontario Inc. c/o Foremont Drywall Contracting	CV-13-116837-00	434,578	YR2057675	12.1%
6.	Canadian Concrete Forming Limited	CV-13-116834-00	216,202	YR2057676	6.0%
7.	Pave Plumbing & Heating Inc.	CV-13-116839-00	227,303	YR2057677	6.3%
8.	E.D. Carpenters Ltd.	CV-13-116836-00	328,674	YR2058240	9.2%
9.	Solo Electric Ltd.	CV-13-116841-00	186,364	YR2058688	5.2%
10.	1865721 Ontario Inc.	CV-13-116833-00	91,519	YR2059379	2.6%
11.	GM Exterior Inc.	CV-13-117058-00	46,559	YR2062198	1.3%
12.	Giancola Aluminum Contractors Inc.	CV-13-117059-00	82,579	YR2062199	2.3%
13.	Renova Recycling (2000) Inc.	CV-14-117811-00	29,392	YR2060384	0.8%
14.	Trudel & Sons Roofing Ltd.	CV-14-117658-00	31,745	YR2073073	0.9%
15.	L.I.U.N.A. Local 183 et al. (Massimo Digiovani as agent)	CV-13-117071-00	22,568	YR2050961	0.6%

16.	Argo Lumber Inc.	**CV-13-116990-00**	**135,060**	**YR2048904**	**3.8%**
17.	Newmar Window Manufacturing Inc.	**CV-13-116991-00**	**67,793**	**YR2050277**	**1.9%**
18.	The King-Con Corporation	**CV-13-116857-00**	**104,574**	**YR2049079**	**2.9%**
19.	The Sanderson-Harold Company Ltd. (Paris Kitchens)	**Not available as at the date hereof**	**203,870**	**YR2058638**	**5.7%**
20.	669857 Ontario Inc. o/a Alma Mechanical	**CV-13-117214-00**	**108,287**	**YR2060246**	**3.0%**
		TOTAL	**3,582,855**		**100.00%**

SCHEDULE "B"

Private Mortgagees

1. Puccini Mortgage Corp.
2. DaPaul Management Limited
3. 388242 Ontario Limited
4. 53 Puccini Mortgage Corp.
5. Nastell Investments Limited
6. Castle Lane Design Group Inc.

Mortgagees

1. Bank of Montreal
2. Foremost Mortgage Holding Corporation
3. Home Trust Company

SCHEDULE "C"

Claimant		Amount ($)
1.	J.S. Construction	**18,750**
2.	Benzi General Contracting	**6,106**
3.	Kremar Surveyors Ltd.	**9,287**
4.	Quality Door Systems Inc.	**20,724**
5.	ConelCo Utility Contractors	**3,073**
6.	MAS Engineering (part of Cole Engineering)	**4,379**
7.	J.J. Home Products	**28,670**
8.	TorOnCa Fence and Deck	**24,860**
9.	Dream Work Canada Inc. o/a Stone Factory	**91,435**
10.	General Home Built-In Systems Ltd.	**33,594**
11.	ConelCo Utility Contractors	**3,073**
12.	Argyle Flooring*	***129,516**
	TOTAL	**373,467**

*Denotes a late claim filed after the deadline of February 14, 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 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

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

20012065.9

THIS IS **EXHIBIT "D"** REFERRED TO IN THE

AFFIDAVIT OF **IMRAN JINNAH**

SWORN BEFORE ME THIS 25th DAY OF MARCH, 2015

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

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

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

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

Purchaser's Address: 70 Jefferson Forest Dr Richmond Hill, L4E 4J4

905-737-3908 ______ ______ 416-740-1024 ______
Home Telephone, Business Telephone Fax Mobile/Cell Email

VENDOR: SILVER STREAMS HOMES (PUCCINI) INC. 103 Naughton Drive, Richmond Hill, ON, L4C 8B3 Tel No.________ ONHWP Builder No: ~~[illegible]~~ 34331

Model Name : ~~[illegible]~~ Serenade Revision 3

DWELLING: Model ID: 3780 Lot/Unit: 20 Block/Bldg:________ Phase: III

Elevation: A

Plan # ________ Community: Symphony Municipality: Richmond Hill

Municipal Address:____________________________________ Dollars

PURCHASE PRICE: ______________________

($ 980,000)

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

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

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

Closing Date: 30 day of October, 2012

(subject to the extenstion provisions of this Agreement)

SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purcahse and Sale:

A, B, C, D, E, F, G ________: (Add or delete as required)

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

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

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

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

______________________ ______________________ ________
WITNESS: Purchaser: Date

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

Silver Streams Homes (Puccini) Inc.
PER: ______________________
Authorized Signing Officer

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

Purchaser's Solicitor:
____
____
____
Tel:__________ Fax:__________
E-mail:______________________

Standard APS.180609

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

DEFINITIONS

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

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

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

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

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

AGREEMENT CONDITIONAL

2. Completion of the within transaction is conditional upon the following:

   (a) all matters with respect to the development of the subdivision being resolved with the Municipality and/or the Region or any other municipal or other body having jurisdiction thereover, to the satisfaction of the Vendor;

   (b) execution and registration of a subdivision agreement with the Municipality and/or Region with respect to the lands on which the Real Property is located; and

   (c) compliance with the subdivision control provisions (section 50) of the *Planning Act, R.S.O. 1990.*

3. In the event that any of the above conditions are not met, then upon notice thereof being given by the Vendor to the Purchaser, this Agreement shall become null and void and the deposit shall be returned to the Purchaser without interest or deduction and all parties shall be relieved of any liability or responsibility whatsoever hereunder.

4. The sitings, plans, elevations and specifications of the Dwelling including architectural details and exterior finishes may be subject to approval by the Developer or the Municipality. If any such required approval is not obtained, the Vendor may in writing terminate this Agreement within ten (10) days of the later of the date of this Agreement or building permit issuance. In that case, the Deposit shall be returned to the Purchaser without interest or deduction and this Agreement shall be at an end.

CLOSING DATE

5. Should the Purchaser request an extension of the Closing Date for any reason, and the Vendor in its sole discretion consents to such an extension to a date acceptable to the Vendor, the Purchaser agrees to pay the Vendor Three Hundred and Ninety-Five Dollars ($395.00) plus GST, as an extension fee. Such extension fee is chargeable for each extension requested by the Purchaser to which the Vendor consents. In addition, the Purchaser agrees to pay a per diem interest charge of 1.5% per month, on the balance of the Purchase Price, excluding occupancy fees, until the closing of the transaction, to be paid on closing as an adjustment on the Statement of Adjustments.

6. The Purchaser shall be required and hereby agrees to complete the Agreement on the Closing Date if all interior work in the Dwelling is sufficiently completed that occupancy of the Dwelling is legally permitted, regardless of the state of completion of the Dwelling, the lot, and of the other lots in the subdivision or the roads or services or amenities within the subdivision. The Purchaser agrees to close the Agreement on the Closing Date without deduction or holdback of any purchase money due on closing, even if the Dwelling and the lot are not fully completed or the services and amenities of the subdivision are not started or are not completed.

7. Extensions of the Closing Date are governed by the Tarion Addendum attached hereto.

8. If any Closing Date herein shall occur on a date when the Land Registry Office where the Property is located is normally closed, the Closing Date herein is extended to the next business day when the Land Registry Office is open. For the purposes of this paragraph a reference to a Land Registry Office is a reference to the Teraview Electronic Registration System.

9. Time is of the essence throughout this Agreement with respect to the obligations of the Vendor and the Purchaser to complete the closing and with respect to all of the other obligations of the Purchaser both before and after the Closing Date. If the Closing Date is changed by the parties or their solicitors or pursuant to the Tarion Addendum, an Amendment, or this Agreement, then each and every change shall be deemed to provide that time is of the essence as set out in this paragraph.

PURCHASE PRICE, DEPOSITS AND ADJUSTMENTS

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

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11. The Purchaser acknowledges and agrees that the Purchase Price already includes a component equivalent to the federal goods and services tax exigible with respect to this purchase and sale transaction (the "G.S.T.") less the new housing rebate applicable pursuant to section 254 or section 256.2 of the *Excise Tax Act (Canada) S.C. 1990*, as amended (the "Rebate"). In connection with the Rebate:

   (a) The Purchaser warrants and represents to the Vendor that the Purchaser qualifies for the Rebate, and hereby transfers to the Vendor all of the Purchaser's rights, interests, and entitlement to the Rebate.

   (b) The Purchaser shall execute and deliver to the Vendor, forthwith upon the Vendor's request for same (and in any event on or before the Closing Date) all requisite documents and assurances that the Vendor may reasonably require in order to enable the Vendor to obtain the benefit of the Rebate, including without limitation, the appropriate New Housing Application for Rebate of Goods and Services Tax Form as amended from time to time (the "Rebate Form").

   (c) The Purchaser covenants and agrees to indemnify and save the Vendor harmless from and against any loss, cost, damages, and/or liability (including goods and services tax, plus penalties and interest thereon and any reasonable legal costs in connection therewith) which the Vendor may suffer, incur or be charged with, as a result of the Purchaser's failure to qualify for the Rebate, or as a result of the Purchaser having qualified initially but being subsequently disentitled to the Rebate.

   (d) The Purchaser does not qualify for the Rebate, and/or fails to deliver to the Vendor the Rebate Form duly executed by the Purchaser by the closing Date, then notwithstanding anything contained in this Agreement to the contrary, the Purchaser shall be obliged to pay to the Vendor, by certified cheque delivered on the Closing Date, and as an adjustment an amount equivalent to the Rebate in addition to all other adjustments required by this Agreement.

   (e) It is an act of default by the Purchaser to breach any of his or her obligations under this paragraph.

   (f) If the rate of G.S.T. is altered or the exemptions currently existing are changed between the date of this Agreement and the Closing Date so that the total tax payable by the Vendor is increased or decreased, then the Purchaser shall pay such increase or be credited with the decrease as an adjustment on Closing. The statutory declaration of an officer of the Vendor stating the amount of the alteration and/or the amount of the changed exemption shall be conclusive evidence thereof and shall be binding on the Purchaser.

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DEPOSIT

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

ADJUSTMENTS

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

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

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

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

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

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

CHATTELS AND RETAIL SALES TAX

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

HYDRO, WATER AND GAS

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

EXTRAS AND UPGRADES

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

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

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

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

CONSTRUCTION OF DWELLING

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

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

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

20. The Purchaser acknowledges being advised that:

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

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

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

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

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

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

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

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

SELECTIONS

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

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

EXTERNAL ELEVATIONS

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

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

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

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

GRADING

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

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

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

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

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

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

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

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

RE-ENTRY FOR GRADING

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

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

MUNICIPAL AND OTHER MATTERS

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

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

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

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

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

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

MAINTENANCE OF SOD AND LANDSCAPING

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

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

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

TARION PRE-DELIVERY INSPECTION AND WARRANTY

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

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

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

TITLE

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

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

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

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PRIOR MORTGAGES

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

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

RISK

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

TRANSFER

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

NON-ASSIGNABLE

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

RESIDENCY

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

NO REGISTRATION

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

CLOSING TENDER

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

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

ELECTRONIC REGISTRATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Privacy Officer: [require name to be provided]

NOTICE

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

SUCCESSION

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

DEFAULT

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

WHOLE AGREEMENT

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

INTERPRETATION

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

H J.K

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

Noise Warnings

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

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

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

Encroachments

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

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

J.K

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

OUTSTANDING EXTERIOR FEATURES

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

EXCEPTIONAL INTERIOR FEATURES

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

ELEGANT DESIGNER KITCHENS

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

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

BEAUTIFUL BATHROOMS

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

LAUNDRY FEATURES

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

FABULOUS FLOORINGS

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

QUALITY CONSTRUCTION

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

SECURITY/SAFETY/ENERGY SAVING & OTHER FEATURES

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

JK

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

WARRANTY

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

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

Abbreviations used:

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

JK

SILVER STREAMS HOMES
SCHEDULE "D" – ELEVATION and EXTRAS

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

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

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

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

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

   For the purposes of this Schedule:

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

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

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

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

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

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

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

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

J.K

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TARION
PROTECTING ONTARIO'S NEW HOME BUYERS

Freehold Form
(Tentative Closing Date)

Property lot 20 Puccini

Statement Of Critical Dates
Delayed Closing Warranty

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

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

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

VENDOR Silver Stream Homes
Full Name(s)

PURCHASER KHAN AHMD, A Jalil
Full Name(s)

1. Critical Dates

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

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

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

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

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

2. Notice Period for a Closing Delay

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

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

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

3. Purchaser's Termination Period

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

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

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

Acknowledged this ____ day of ______________, 20____. VENDOR : ______________

PURCHASER : ______________

TARION
PROTECTING ONTARIO'S NEW HOME BUYERS

Freehold Form
(Tentative Closing Date)

Addendum to Agreement of Purchase and Sale
Delayed Closing Warranty

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

The Vendor shall complete all blanks set out below.

VENDOR

Full Name(s): Silver Stream Homes

Tarion Registration Number: 34331

Address:

Phone:

City: Province: Postal Code:

Fax:

Email:

PURCHASER

Full Name(s): Khan AHMD., A JAlil

Address: 70 Jefferson Forest Dr.

Phone: 905-737-3908

City: Richmond Hill Province: ONT Postal Code: L4E 4J4

Fax:

Email:

PROPERTY DESCRIPTION

Municipal Address: lot 20 puccini.

City: Richmond. Hill, Province: ONT Postal Code: -

Short Legal Description: PLAN # 19TR 98004.

INFORMATION REGARDING THE PROPERTY

The Vendor confirms that:

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

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

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

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

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

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TARION
PROTECTING ONTARIO'S NEW HOME BUYERS

Freehold Form (Tentative Closing Date)

1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Early Termination – Conditions

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

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

(c) The Vendor confirms that:

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

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

Condition #1 (if applicable)

Description of the Early Termination Condition: ______________________

____

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

____

The date by which Condition #1 is to be satisfied is the ________ day of ____________, 20____.

Condition #2 (if applicable)

Description of the Early Termination Condition: ______________________

____

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

____

The date by which Condition #2 is to be satisfied is the ________ day of ____________, 20____.

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

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

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

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

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

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

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

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

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PROTECTING ONTARIO'S NEW HOME BUYERS

Freehold Form (Tentative Closing Date)

2. Early Termination – Conditions (continued)

(g) For conditions under paragraph 1(b) of Schedule A the following applies:
  (i) conditions in paragraph 1(b) of Schedule A may be waived by the Vendor;
  (ii) the Vendor shall provide written notice on or before the date specified for satisfaction of the condition that (A) the condition has been satisfied or waived; or (B) the condition has not been satisfied nor waived and that as a result the Purchase Agreement is terminated; and
  (iii) if notice is not provided as required by subparagraph (ii) above then the condition is deemed satisfied or waived and the Purchase Agreement will continue to be binding on both parties.

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

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

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

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

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

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

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

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

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

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

4. Changing the Firm Closing Date – Three Ways

(a) The Firm Closing Date, once set or deemed to be set in accordance with section 3, can be changed only:
  (i) by the mutual written agreement of the Vendor and Purchaser in accordance with section 5;
  (ii) by the Vendor setting a Delayed Closing Date in accordance with section 6; or
  (iii) as the result of an Unavoidable Delay of which proper written notice is given in accordance with section 7.

(b) If a new Firm Closing Date is set in accordance with section 5 or 7, then the new date is the "Firm Closing Date" for all purposes in this Addendum.

5. Changing Critical Dates – By Mutual Agreement

(a) This Addendum sets out a structure for setting, extending and/or accelerating Closing dates, which cannot be altered contractually except as set out in this section 5 and in paragraph 7(c).

(b) The Vendor and Purchaser may at any time, after signing the Purchase Agreement, mutually agree in writing to accelerate or extend a Firm Closing Date or a Delayed Closing Date in each case to a new specified calendar date. The amendment must comply with the requirements of section 10.

(c) The Vendor and Purchaser may at any time after signing the Purchase Agreement mutually agree in writing to accelerate the First Tentative Closing Date and correspondingly reset all the Critical Dates provided that:
  (i) the mutual amendment is signed at least 180 days prior to the First Tentative Closing Date;
  (ii) all the Critical Dates including the Outside Closing Date are moved forward by the same number of days (subject to adjustment so that Critical Dates fall on Business Days);
  (iii) a new Statement of Critical Dates is signed by both parties at the time the amendment is signed and a copy is provided to the Purchaser; and
  (iv) the Purchaser is given a three (3) Business Day period in which to review the amendment after signing and if not satisfied with the amendment may terminate the amendment (but not the balance of the Purchase Agreement), upon written notice to the Vendor within such 3-day period.

Any such amendment must be by mutual agreement and, for greater certainty, neither party has any obligation to enter into such an amendment.

(d) A Vendor is permitted to include a provision in the Purchase Agreement allowing the Vendor a one-time unilateral right to extend a Firm Closing Date or Delayed Closing Date, as the case may be, for one (1) Business Day to avoid the necessity of tender where a Purchaser is not ready to Close on the Firm Closing Date or Delayed Closing Date, as the case may be. Delayed closing compensation will not be payable for such period and the Vendor may not impose any penalty or interest charge upon the Purchaser with respect to such extension.

(e) The Vendor and Purchaser may agree in the Purchase Agreement to any unilateral extension or acceleration rights that are for the benefit of the Purchaser.

6. Changing the Firm Closing Date – By Setting a Delayed Closing Date

(a) If the Vendor cannot Close on the Firm Closing Date and sections 5 and 7 do not apply, the Vendor shall select and give written notice to the Purchaser of a Delayed Closing Date in accordance with this section, and delayed closing compensation is payable in accordance with section 9.

(b) The Delayed Closing Date may be any Business Day after the date the Purchaser receives written notice of the Delayed Closing Date. However, if the Vendor selects a Delayed Closing Date that is more than 365 days after the earlier of: (i) the Firm Closing Date, and (ii) the Second Tentative Closing Date, then the Vendor's written notice setting the Delayed Closing Date shall include a statement explaining that the Purchaser need not accept the full delay and will have the right to terminate the Purchase Agreement after 365 days of delay as described in section 11.

(c) The Vendor shall give written notice to the Purchaser of the Delayed Closing Date as soon as the Vendor knows that it will be unable to Close on the Firm Closing Date, and in any event no later than 10 days before the Firm Closing Date, failing which delayed closing compensation is payable from the date that is 10 days before the Firm Closing Date, in accordance with paragraph 9(c).

(d) If a Delayed Closing Date is set and the Vendor cannot Close on the Delayed Closing Date, the Vendor shall select and give written notice to the Purchaser of a new Delayed Closing Date, unless the delay arises due to Unavoidable Delay under section 7 or is mutually agreed upon under section 5, in which case the requirements of those sections must be met. Paragraphs 6(b) and 6(c) above apply with respect to the setting of the new Delayed Closing Date.

(e) Nothing in this section affects the right of the Purchaser or Vendor to terminate the Purchase Agreement on the bases set out in section 11.

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7. Extending Dates – Due to Unavoidable Delay

(a) If Unavoidable Delay occurs, the Vendor may extend Critical Dates by no more than the length of the Unavoidable Delay Period, without the approval of the Purchaser and without the requirement to pay delayed closing compensation in connection with the Unavoidable Delay, provided the requirements of this section are met.

(b) If the Vendor wishes to extend Critical Dates on account of Unavoidable Delay, the Vendor shall provide written notice to the Purchaser setting out a brief description of the Unavoidable Delay, and an estimate of the duration of the delay. Once the Vendor knows or ought reasonably to know that an Unavoidable Delay has commenced, the Vendor shall provide written notice to the Purchaser by the earlier of: 10 days thereafter; and the next Critical Date.

(c) As soon as reasonably possible, and no later than 10 days after the Vendor knows or ought reasonably to know that an Unavoidable Delay has concluded, the Vendor shall provide written notice to the Purchaser setting out a brief description of the Unavoidable Delay, identifying the date of its conclusion, and setting new Critical Dates. The new Critical Dates are calculated by adding to the then next Critical Date the number of days of the Unavoidable Delay Period (the other Critical Dates changing accordingly), provided that the Firm Closing Date or Delayed Closing Date, as the case may be, must be at least 10 days after the day of giving notice unless the parties agree otherwise. Either the Vendor or the Purchaser may request in writing an earlier Firm Closing Date or Delayed Closing Date, and the other party's consent to the earlier date shall not be unreasonably withheld.

(d) If the Vendor fails to give written notice of the conclusion of the Unavoidable Delay in the manner required by paragraph 7(c), the notice is ineffective, the existing Critical Dates are unchanged, and any delayed closing compensation payable under section 9 is payable from the existing Firm Closing Date.

(e) Any notice setting new Critical Dates given by the Vendor under this section must set out the revised next Critical Date and state that the setting of such date may change other future Critical Dates, as applicable, in accordance with the terms of the Addendum.

8. Building Code – Conditions of Occupancy

(a) On or before the date of Closing, the Vendor shall deliver to the Purchaser:

(i) where a registered code agency has been appointed for the building or part of the building under the *Building Code Act* (Ontario), a final certificate with respect to the home that contains the prescribed information as required by s. 11(3) of the *Building Code Act*; or

(ii) where a registered code agency has not been so appointed, either:

(A) an Occupancy Permit (as defined in paragraph (d)) for the home; or

(B) a signed written confirmation by the Vendor that: (I) provisional or temporary occupancy of the home has been authorized under Article 1.3.3.1 of Division C of the Building Code; or (II) the conditions for residential occupancy of the home as set out in s. 11 of the *Building Code Act* or Article 1.3.3.2 of Division C of the Building Code, as the case may be (the "Conditions of Occupancy") have been fulfilled.

(b) Notwithstanding the requirements of paragraph (a), to the extent that the Purchaser and the Vendor agree that the Purchaser shall be responsible for certain Conditions of Occupancy (the "Purchaser Obligations"):

(i) the Purchaser may not refuse to Close on the basis that the Purchaser Obligations have not been completed;

(ii) the Vendor shall deliver to the Purchaser, upon fulfilling the Conditions of Occupancy (other than the Purchaser Obligations), a signed written confirmation that the Vendor has fulfilled such Conditions of Occupancy; and

(iii) if the Purchaser and Vendor have agreed that the Conditions of Occupancy (other than the Purchaser Obligations) are to be fulfilled prior to Closing, then the Vendor shall provide the signed written confirmation required by subparagraph (ii) on or before the date of Closing.

(c) If the Vendor cannot satisfy the requirements of paragraph (a) or subparagraph (b)(iii), the Vendor shall set a Delayed Closing Date (or new Delayed Closing Date) on a date that the Vendor reasonably expects to have satisfied the requirements of paragraph (a) or subparagraph (b)(iii), as the case may be. In setting the Delayed Closing Date (or new Delayed Closing Date), the Vendor shall comply with the requirements of section 6, and delayed closing compensation shall be payable in accordance with section 9. Despite the foregoing, delayed closing compensation shall not be payable for a delay under this paragraph (c) if the inability to satisfy the requirements of subparagraph (b)(iii) is because the Purchaser has failed to satisfy the Purchaser Obligations.

(d) For the purposes of this section, an "Occupancy Permit" means any written document, however styled, whether final, provisional or temporary, provided by the chief building official (as defined in the *Building Code Act*) or a person designated by the chief building official, that evidences the fact that authority to occupy the home has been granted.

9. Delayed Closing Compensation

(a) The Vendor warrants to the Purchaser that, if the Closing is delayed beyond the Firm Closing Date (other than by mutual agreement or as a result of Unavoidable Delay as permitted under sections 5 or 7), then the Vendor shall compensate the Purchaser for all costs incurred by the Purchaser as a result of the delay up to a total amount of $7,500, which amount includes payment to the Purchaser of $150 a day for living expenses for each day of delay until the date of Closing or the date of termination of the Purchase Agreement, as applicable under paragraph (b).

(b) Delayed closing compensation is payable only if: (i) Closing occurs; or (ii) the Purchase Agreement is terminated or deemed to have been terminated under paragraphs 11(b), (c) or (e) of this Addendum. Delayed closing compensation is payable only if the Purchaser's claim is made to Tarion in writing within one (1) year after Closing, or after termination of the Purchase Agreement, as the case may be, and otherwise in accordance with this Addendum. Compensation claims are subject to any further conditions set out in the Act.

(c) If the Vendor gives written notice of a Delayed Closing Date to the Purchaser less than 10 days before the Firm Closing Date, contrary to the requirements of paragraph 6(c), then delayed closing compensation is payable from the date that is 10 days before the Firm Closing Date.

(d) If the Vendor gives written notice of a Delayed Closing Date to the Purchaser more than 90 days before the First Tentative Closing Date instead of setting a Second Tentative Closing Date under section 3, then delayed closing compensation is payable from the date that is 240 days after the First Tentative Closing Date. Similarly, if the Vendor gives written notice of a Delayed Closing Date to the Purchaser more than 90 days before the Second Tentative Closing Date instead of setting a Firm Closing Date under section 3, delayed closing compensation is payable from the date that is 120 days after the Second Tentative Closing Date.

(e) Living expenses are direct living costs such as for accommodation and meals. Receipts are not required in support of a claim for living expenses, as a set daily amount of $150 per day is payable. The Purchaser must provide receipts in support of any claim for other delayed closing compensation, such as for moving and storage costs. Submission of false receipts disentitles the Purchaser to any delayed closing compensation in connection with a claim.

(f) If delayed closing compensation is payable, the Purchaser may make a claim to the Vendor for that compensation within 180 days after Closing and shall include all receipts (apart from living expenses) which evidence any part of the Purchaser's claim. The Vendor shall assess the Purchaser's claim by determining the amount of delayed closing compensation payable based on the rules set out in section 9 and the receipts provided by the Purchaser, and the Vendor shall promptly provide that assessment information to the Purchaser. The Purchaser and the Vendor shall use reasonable efforts to settle the claim and when the claim is settled, the Vendor shall prepare an acknowledgement signed by both parties which:

(i) includes the Vendor's assessment of the delayed closing compensation payable;

(ii) describes in reasonable detail the cash amount, goods, services or other consideration which the Purchaser accepts as compensation (the "Compensation"), if any; and

(iii) contains a statement by the Purchaser that the Purchaser accepts the Compensation in full satisfaction of any delayed closing compensation payable by the Vendor.

A true copy of the acknowledgement (showing clearly the municipal address and enrolment number of the home on the first page) shall be provided to Tarion by the Vendor within 30 days after execution of the acknowledgment by the parties.

(g) If the Vendor and Purchaser cannot agree as contemplated in paragraph 9(f), then to make a claim to Tarion, the Purchaser must file a claim with Tarion in writing within one (1) year after Closing. A claim may also be made and the same rules apply if the sales transaction is terminated under paragraphs 11(b), (c) or (e), in which case the deadline is 180 days after termination for a claim to the Vendor and one (1) year after termination for a claim to Tarion.

10. Changes to Critical Dates

(a) Whenever the parties by mutual agreement extend or accelerate either the Firm Closing Date or the Delayed Closing Date this section applies.

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Freehold Form (Tentative Closing Date)

10. Changes to Critical Dates (continued)

(b) If the change involves acceleration of either the Firm Closing Date or the Delayed Closing Date, then the amending agreement must set out each of the Critical Dates (as changed or confirmed).

(c) If the change involves extending either the Firm Closing Date or the Delayed Closing Date, then the amending agreement shall:

(i) disclose to the Purchaser that the signing of the amendment may result in the loss of delayed closing compensation as described in section 9 above;

(ii) unless there is an express waiver of compensation, describe in reasonable detail the cash amount, goods, services or other consideration which the Purchaser accepts as compensation (the "Compensation"); and

(iii) contain a statement by the Purchaser that the Purchaser waives compensation or accepts the above-noted Compensation, in either case, in full satisfaction of any delayed closing compensation payable by the Vendor for the period up to the new Firm Closing Date or Delayed Closing Date.

(d) If the Purchaser for his or her own purposes requests a change of date or dates, then paragraph 10(c) shall not apply.

11. Termination of the Purchase Agreement

(a) The Vendor and the Purchaser may terminate the Purchase Agreement by mutual written consent, such written consent to be given at the time of the termination.

(b) If for any reason (other than breach of contract by the Purchaser) Closing has not occurred within 365 days after the earlier of: (i) the Firm Closing Date, and (ii) the Second Tentative Closing Date, the Purchaser has 30 days to terminate the Purchase Agreement by written notice to the Vendor. If the Purchaser does not provide written notice of termination, then the Delayed Closing Date shall be the date set by the Vendor under paragraph 6(b).

(c) If: calendar dates for the applicable Critical Dates are not inserted in the Statement of Critical Dates; or if any date for Closing is expressed in the Purchase Agreement or in any other document to be subject to change depending upon the happening of an event (other than as permitted in this Addendum), then the Purchaser may terminate the Purchase Agreement by written notice to the Vendor.

(d) The Purchase Agreement may be terminated in accordance with the requirements of section 2.

(e) Nothing in this Addendum derogates from any right of termination that either the Purchaser or the Vendor may have at law or in equity on the basis of, for example, frustration of contract or fundamental breach of contract.

(f) Except as permitted in this section, the Purchase Agreement may not be terminated by reason of delay in Closing alone.

12. Return of Monies Paid on Termination

(a) If the Purchase Agreement is terminated (other than as a result of breach of contract by the Purchaser), the Vendor shall return all monies paid by the Purchaser including deposit(s) and monies for upgrades and extras within 10 days of such termination, with interest from the date each amount was paid to the Vendor to the date of return to the Purchaser. The Purchaser cannot be compelled by the Vendor to execute a release of the Vendor and/or a termination agreement as a prerequisite to obtaining the return of monies payable as a result of termination of the Purchase Agreement under this paragraph.

(b) The rate of interest payable on the Purchaser's monies is 2% less than the minimum rate at which the Bank of Canada makes short-term advances to members of the Canada Payments Association, as of the date of termination of the Purchase Agreement.

(c) Notwithstanding paragraphs 12(a) and (b), if either party initiates legal proceedings to contest termination of the Purchase Agreement or the return of monies paid by the Purchaser, and obtains a legal determination, such amounts and interest shall be payable as determined in those proceedings.

13. Disputes Regarding Termination

(a) The Vendor and Purchaser agree that disputes arising between them relating to termination of the Purchase Agreement under section 11 shall be submitted to arbitration in accordance with the *Arbitration Act, 1991* (Ontario) and subsection 17(4) of the *Act*.

(b) The parties agree that the arbitrator shall have the power and discretion, on motion by the Vendor or Purchaser or any other interested party, or of the arbitrator's own motion, to consolidate multiple arbitration proceedings on the basis that they raise one or more common issues of fact or law that can more efficiently be addressed in a single proceeding. The arbitrator has the power and discretion to prescribe whatever procedures are useful or necessary to adjudicate the common issues in the consolidated proceedings in the most just and expeditious manner possible. The *Arbitration Act, 1991* (Ontario) applies to any consolidation of multiple arbitration proceedings.

(c) The Vendor shall pay the costs of the arbitration proceedings and the Purchaser's reasonable legal expenses in connection with the proceedings unless the arbitrator for just cause orders otherwise.

(d) The parties agree to cooperate so that the arbitration proceedings are conducted as expeditiously as possible, and agree that the arbitrator may impose such time limits or other procedural requirements, consistent with the requirements of the *Arbitration Act, 1991* (Ontario), as may be required to complete the proceedings as quickly as reasonably possible.

(e) The arbitrator may grant any form of relief permitted by the *Arbitration Act, 1991* (Ontario), whether or not the arbitrator concludes that the Purchase Agreement may properly be terminated.

14. Addendum Prevails

The Addendum forms part of the Purchase Agreement. The Vendor and Purchaser agree that they shall not include any provision in the Purchase Agreement or any amendment to the Purchase Agreement or any other document (or indirectly do so through replacement of the Purchase Agreement) that derogates from, conflicts with or is inconsistent with the provisions of this Addendum, except where this Addendum expressly permits the parties to agree or consent to an alternative arrangement. The provisions of this Addendum prevail over any such provision.

15. Time Periods, and How Notice Must Be Sent

(a) Any written notice required under this Addendum may be given personally or sent by email, fax, courier or registered mail to the Purchaser or the Vendor at the address/contact numbers identified on page 2 or replacement address/contact numbers as provided in paragraph (c) below. Notices may also be sent to the solicitor for each party if necessary contact information is provided, but notices in all events must be sent to the Purchaser and Vendor, as applicable.

(b) Written notice given by one of the means identified in paragraph (a) is deemed to be given and received: on the date of delivery or transmission, if given personally or sent by email or fax (or the next Business Day if the date of delivery or transmission is not a Business Day); on the second Business Day following the date of sending by courier; or on the fifth Business Day following the date of sending, if sent by registered mail. If a postal stoppage or interruption occurs, notices shall not be sent by registered mail, and any notice sent by registered mail within 5 Business Days prior to the commencement of the postal stoppage or interruption must be re-sent by another means in order to be effective. For purposes of this paragraph 15(b), Business Day includes Remembrance Day, if it falls on a day other than Saturday or Sunday, and Easter Monday.

(c) If either party wishes to receive written notice under this Addendum at an address/contact number other than those identified on page 2, the party shall send written notice of the change of address/contact number to the other party.

(d) Time periods within which or following which any act is to be done shall be calculated by excluding the day of delivery or transmission and including the day on which the period ends.

(e) Time periods shall be calculated using calendar days including Business Days but subject to paragraphs (f), (g) and (h) below.

(f) Where the time for making a claim under this Addendum expires on a day that is not a Business Day, the claim may be made on the next Business Day.

(g) Prior notice periods that begin on a day that is not a Business Day shall begin on the next earlier Business Day except that notices may be sent and/or received on Remembrance Day, if it falls on a day other than Saturday or Sunday, or Easter Monday.

(h) Every Critical Date must occur on a Business Day. If the Vendor sets a Critical Date that occurs on a date other than a Business Day, the Critical Date is deemed to be the next Business Day.

TARION
PROTECTING ONTARIO'S NEW HOME BUYERS

Freehold Form
(Tentative Closing Date)

SCHEDULE A
Types of Permitted Early Termination Conditions
(Section 2)

1. The Vendor of a freehold home is permitted to make the Purchase Agreement conditional as follows:

(a) upon receipt of Approval from an Approving Authority for:

(i) a change to the official plan, other governmental development plan or zoning by-law (including a minor variance);

(ii) a consent to creation of a lot(s) or part-lot(s);

(iii) a certificate of water potability or other measure relating to domestic water supply to the home;

(iv) a certificate of approval of septic system or other measure relating to waste disposal from the home;

(v) completion of hard services for the property or surrounding area (i.e., roads, rail crossings, water lines, sewage lines, other utilities);

(vi) allocation of domestic water or storm or sanitary sewage capacity;

(vii) easements or similar rights serving the property or surrounding area;

(viii) site plan agreements, density agreements, shared facilities agreements or other development agreements with Approving Authorities or nearby landowners, and/or any development Approvals required from an Approving Authority; and/or

(ix) site plans, plans, elevations and/or specifications under architectural controls imposed by an Approving Authority.

The above-noted conditions are for the benefit of both the Vendor and the Purchaser and cannot be waived by either party.

(b) upon:

(i) receipt of Approval from an Approving Authority for a basement walkout; and/or

(ii) confirmation by the Vendor that it is satisfied the Purchaser has the financial resources to complete the transaction.

The above-noted conditions are for the benefit of the Vendor and may be waived by the Vendor in its sole discretion.

2. The following definitions apply in this Schedule:

"Approval" means an approval, consent or permission (in final form not subject to appeal) from an Approving Authority and may include completion of necessary agreements (i.e., site plan agreement) to allow lawful access to and use and occupancy of the property for its intended residential purpose.

"Approving Authority" means a government (federal, provincial or municipal), governmental agency, Crown corporation or quasi-governmental authority (a privately operated organization exercising authority delegated by legislation or a government).

3. Each condition must:

(a) be set out separately;

(b) be reasonably specific as to the type of Approval which is needed for the transaction; and

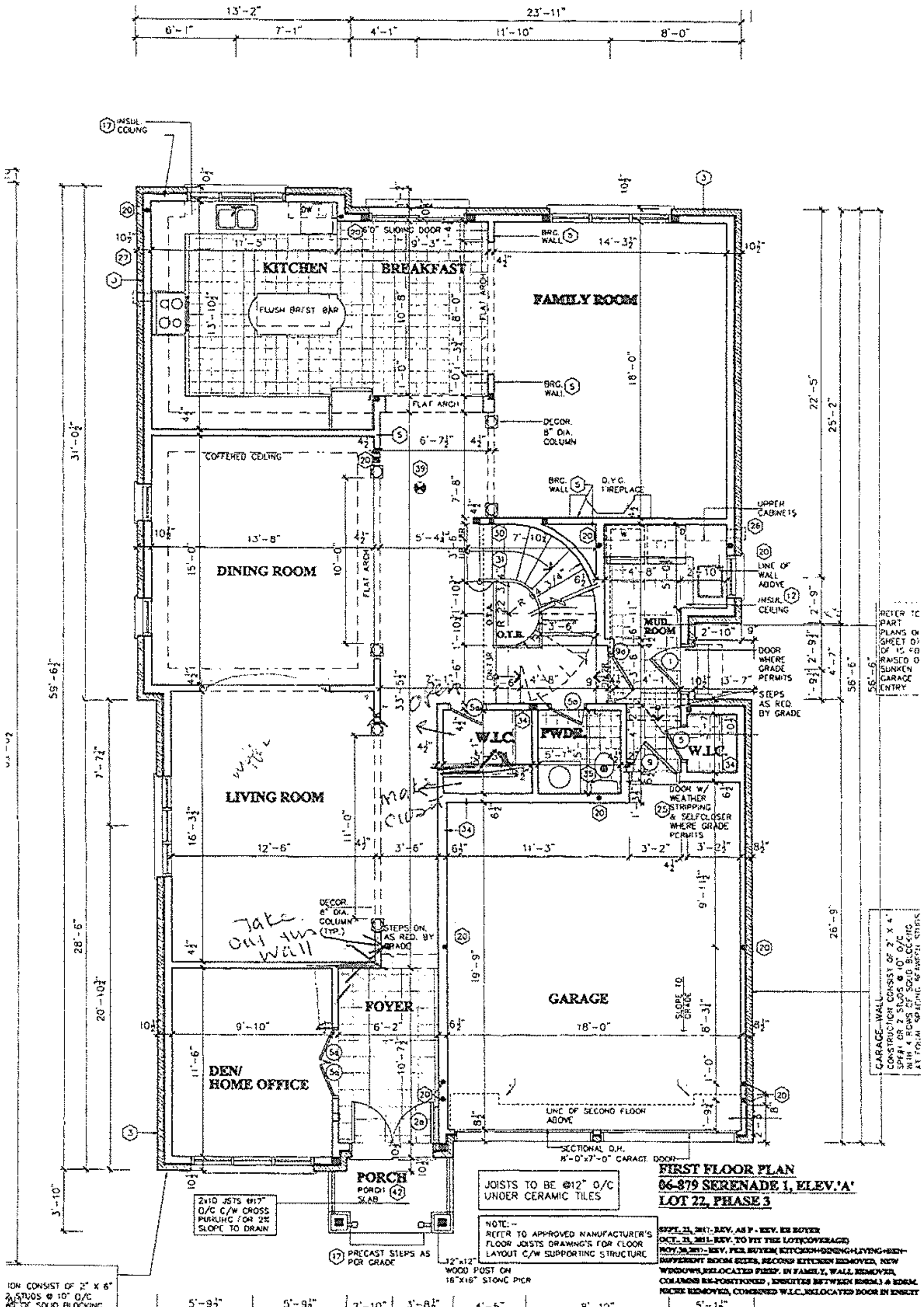
(c) identify the Approving Authority by reference to the level of government and/or the identity of the governmental agency, Crown corporation or quasi-governmental authority.

4. For greater certainty, the Vendor is not permitted to make the Purchase Agreement conditional upon:

(a) receipt of a building permit;

(b) receipt of an occupancy permit; and/or

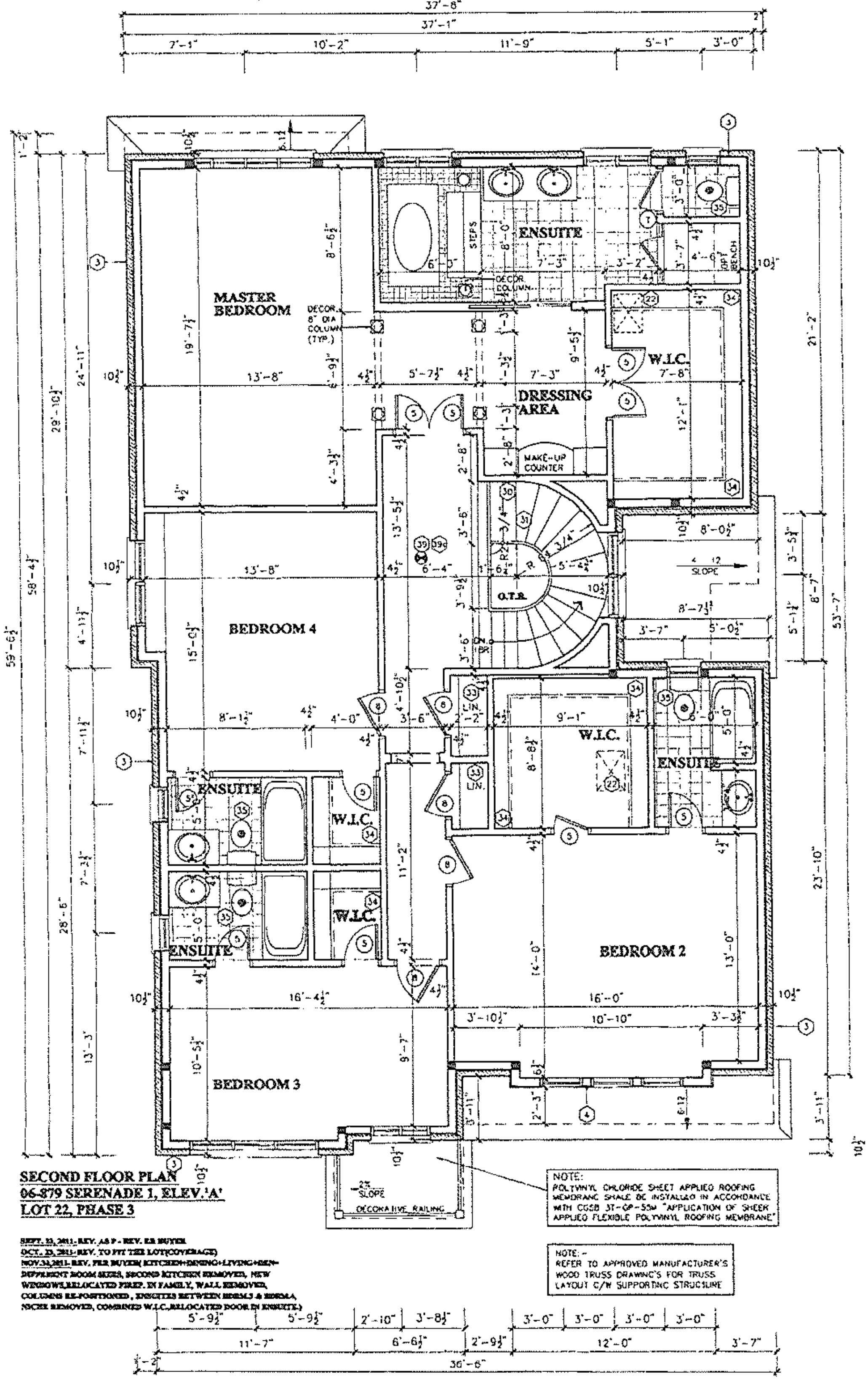
(c) completion of the home.



J.K   LOT # 20
PH: 3. REVISION

I-K

lot 28

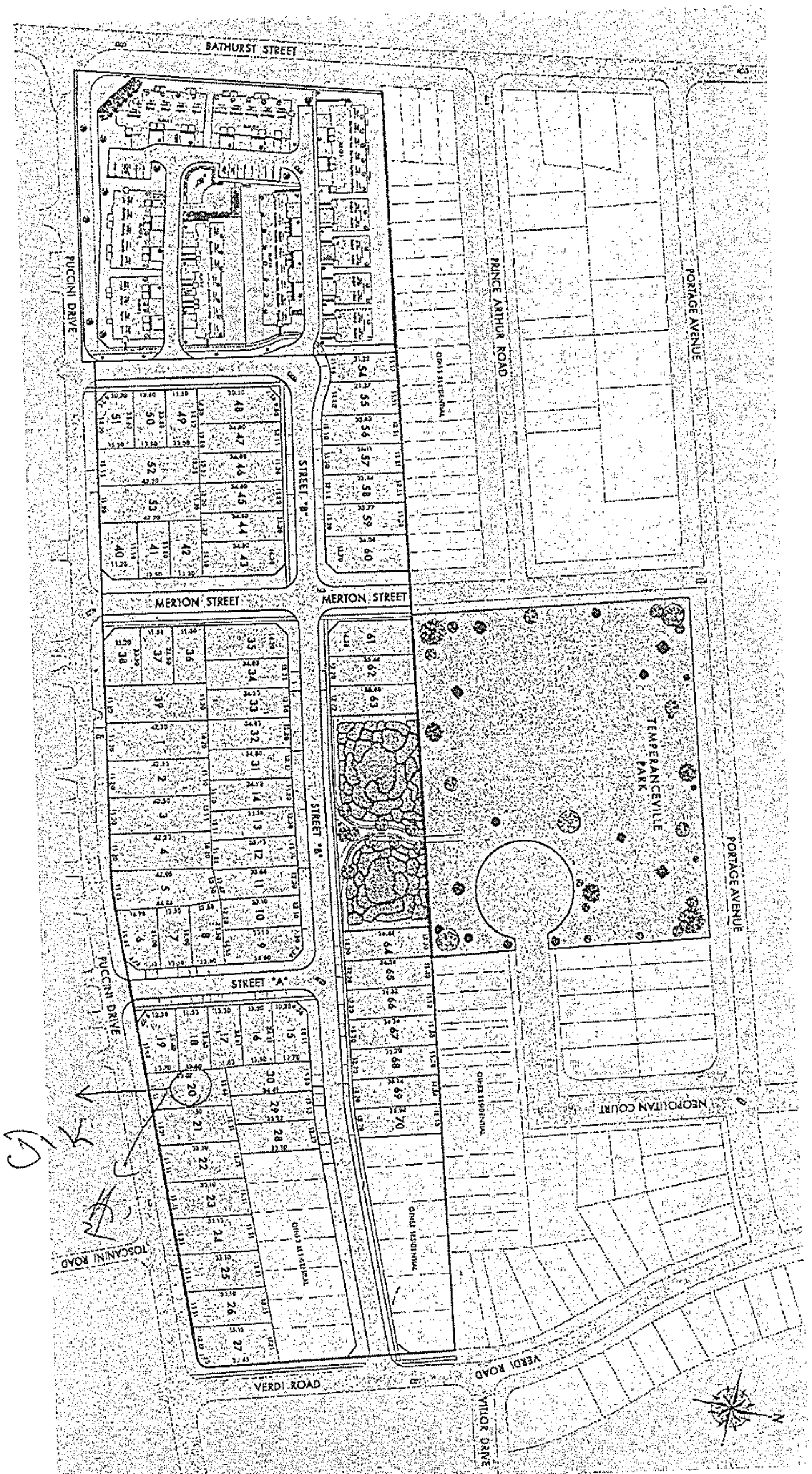


SECOND FLOOR PLAN
06-879 SERENADE 1, ELEV.'A'
LOT 22, PHASE 3

SEPT. 23, 2011- REV. AS P - REV. ER BUYER
OCT. 23, 2011- REV. TO FIT THE LOT(COVERAGE)
NOV.24,2011- REV. PER BUYER(KITCHEN+DINING+LIVING+DEN- DIFFERENT ROOM SIZES, SECOND KITCHEN REMOVED, NEW WINDOWS,RELOCATED FIREP. IN FAMILY, WALL REMOVED, COLUMNS RE-POSITIONED , ENSUITES BETWEEN BDRM.3 & BDRM.4, NICHE REMOVED, COMBINED W.I.C.,RELOCATED DOOR IN ENSUITE.)

NOTE:
POLYVINYL CHLORIDE SHEET APPLIED ROOFING MEMBRANE SHALL BE INSTALLED IN ACCORDANCE WITH CGSB 37-GP-55M "APPLICATION OF SHEET APPLIED FLEXIBLE POLYVINYL ROOFING MEMBRANE"

NOTE: -
REFER TO APPROVED MANUFACTURER'S WOOD TRUSS DRAWING'S FOR TRUSS LAYOUT C/W SUPPORTING STRUCTURE


BATHURST STREET
PUCCINI DRIVE
PRINCE ARTHUR ROAD
PORTAGE AVENUE
STREET "B"
MERTON STREET
MERTON STREET
TEMPERANCEVILLE PARK
STREET "A"
PUCCINI DRIVE
PORTAGE AVENUE
NEOPOLITAN COURT
TOSCANINI ROAD
VERDI ROAD
VERDI ROAD

THIS IS **EXHIBIT "E"** REFERRED TO IN THE

AFFIDAVIT OF **IMRAN JINNAH**

SWORN BEFORE ME THIS 25th DAY OF MARCH, 2015

SUMMONS
ASSIGNATION

ONTARIO COURT OF JUSTICE
COUR DE JUSTICE DE L'ONTARIO
PROVINCE OF ONTARIO
PROVINCE DE L'ONTARIO

Under Section 24 of the *Provincial Offences Act*
Aux termes de l'article 24 de la Loi sur les infractions provinciales

Form / *Formule* 106
Courts of Justice Act
Loi sur les tribunaux judiciaires
R.R.O. / *R.R.O.* 1990
O. Reg. / *Règl. de l'Ont.* 200

To / *À* of / *de(du)*
Silver Streams Homes (Puccini) Incorporated
103 Naughton Drive
Richmond Hill, Ontario
L4C 8B3

Whereas you have been charged before me that you,
Attendu que vous avez été accusé(e) devant moi d'avoir

on or about the / le ou vers le 12th day of / *jour de* **March, yr. /** *an* **2012 at /** *à* **the Town of Richmond Hill, in the Regional Municipality of York**

did commit the offence of / *commis l'infraction suivante*

Silver Streams Homes (Puccini) Incorporated did act as a vendor of a new home located at Part Lot 1, and Part Lot 2, Plan M-807, Lot 43, Block 7, at the Town of Richmond Hill, in the Regional Municipality of York, without being registered by the Registrar, pursuant to Section 6 of the Ontario New Home Warranties Plan Act, R.S.O. 1990, c. 0.31, as amended,

(SEE APPENDIX "A" ATTACHED)

contrary to / *contrairement à* Ontario New Home Warranties Plan Act — section / *article* 22(1)(b)

THEREFORE YOU ARE COMMANDED IN HER MAJESTY'S NAME TO APPEAR BEFORE THE ONTARIO COURT OF JUSTICE
À CES CAUSES, VOUS ÊTES SOMMÉ(E), AU NOM DE SA MAJESTÉ, DE COMPARAÎTRE DEVANT LA COUR DE JUSTICE DE L'ONTARIO

at / *à(au)* **Richmond Hill Provincial Offence Court, 50 High Tech Road, Richmond Hill, ON**

on the / *le* 17th day of / *jour de* October, 20 14, at / *à* 9:00 (time / *heure*) a.m. / *h*

at / *à* R-3 (courtroom / *salle d'audience*)

and to appear thereafter as required by the court to be dealt with according to law.
et de comparaître par la suite selon les exigences du tribunal, afin d'être traité(e) selon la loi.

Issued at / *Délivrée à* City of Toronto
this / *ce* 3rd day of / *jour de* September, 20 14

Judge or Justice of the Peace in and for the Province of Ontario
Juge ou juge de paix dans et pour la province de l'Ontario

NOTICE TO DEFENDANT

You may appear personally, or by agent or counsel.

If you do not appear:
a) the court may issue a warrant for your arrest, or
b) your trial may proceed in your absence and evidence be taken, and
c) if you are convicted, you could be sentenced in your absence, and
d) depending on the offence of which you have been convicted, you could be sentenced to jail and a warrant issued for your arrest.

If you do appear:
a) the trial may proceed: or
b) you, or the prosecutor, may ask the court to adjourn your case to another date. The court may grant or refuse such a request.

REMARQUE à la partie défenderesse :

Vous pouvez comparaître personnellement, par mandataire, ou par un avocat.

Si vous ne comparaissez pas :
a) le tribunal peut émettre un mandat d'arrestation à votre encontre,
b) votre procès peut se dérouler en votre absence et des témoignages entendus,
c) si vous êtes reconnu(e) coupable, votre peine pourrait être prononcée en votre absence,
d) selon l'infraction pour laquelle vous avez été condamné(e), vous pourriez recevoir une peine d'emprisonnement et un mandat d'arrestation pourrait être émis à votre encontre.

Si vous comparaissez :
a) le procès peut être tenu : ou
b) vous pouvez, vous ou le poursuivant, demander au tribunal un ajournement. Le tribunal peut accorder ou refuser cette demande.

FOR INFORMATION ON ACCESS TO ONTARIO COURTS FOR PERSONS WITH DISABILITIES, CALL 1-800-387-4456 TORONTO AREA 416-326-0111

POUR PLUS DE RENSEIGNEMENTS SUR L'ACCÈS DES PERSONNES HANDICAPÉES AUX TRIBUNAUX DE L'ONTARIO, COMPOSEZ LE 1-800-387-4456 RÉGION DE TORONTO 416-326-0111

Appendix "A"

And Further That: Count 2

Silver Streams Homes (Puccini) Incorporated, on or about the 25th day of May 2011, at the Town of Richmond Hill, in the Regional Municipality of York;

did act as a vendor of a new home located at Lot 70, Plan 19TK98004, Puccini Drive at the Town of Richmond Hill, in the Regional Municipality of York, without being registered by the Registrar, pursuant to Section 6 of the Ontario New Home Warranties Plan Act, R.S.O. 1990, c. 0.31, as amended,

And Further That: Count 3

Silver Streams Homes (Puccini) Incorporated, on or about the 21st day of January, 2010, at the Town of Richmond Hill, in the Regional Municipaliey of York;

did act as a vendor of a new home located at Lot 34C, Block 6, Plan 19TR9804, at the Town of Richmond Hill, in the Regional Municipality of York, without being registered by the Registrar, pursuant to Sectlon 6 of the Ontario New Home Warranties Plan Act, R.S.O. 1990, c. 0.31, as amended,

And Further That: Count 4

Silver Streams Homes (Puccini) Incorporated, on or about the 11th day of February, 2012, at the Town of Richmond Hill, in the Regional Municipality of York;

did act as a vendor of a new home located at Lot 11, Block 3, Plan 19TR9804, at the Town of Richmond Hill, in the Regional Municipality of York, without being registered by the Registrar, pursuant to Section 6 of the Ontario New Home Warranties Plan Act, R.S.O. 1990, c. 0.31, as amended.

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SUMMONS
ASSIGNATION

ONTARIO COURT OF JUSTICE
COUR DE JUSTICE DE L'ONTARIO
PROVINCE OF ONTARIO
PROVINCE DE L'ONTARIO

Under Section 24 of the *Provincial Offences Act*
Aux termes de l'article 24 de la Loi sur les infractions provinciales

Form / *Formule* 106
Courts of Justice Act
Loi sur les tribunaux judiciaires
R.R.O. / *R.R.O.* 1990
O. Reg. / *Régl. de l'Ont.* 200

To / *À* of / *de(du)*
Imran Jinnah
51 Oxford Street
Richmond Hill, Ontario
L4C 4L6

Whereas you have been charged before me that you,
Attendu que vous avez été accusé(e) devant moi d'avoir

on or about the / *le ou vers le* 12th day of / *jour de* March, yr. / *an* 2012 at / *à* the Town of Richmond Hill, in the Regional Municipality of York

did commit the offence of / *commis l'infraction suivante*

knowingly concurring, as an officer or director of Silver Streams Homes (Puccini) Incorporated, when Silver Streams Homes (Puccini) Incorporated, did act as a vendor of a new home located at Part Lot 1 and Part Lot 2, Plan M-807, Lot 43, Block 7, at the Town of Richmond Hill, in the Regional Municipality of York, without being registered by the Registrar, pursuant to Section 6 of the Ontario New Home Warranties Plan Act, R.S.O. 1990, c. 0.31, as amended,,
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contrary to / *contrairement à* Ontario New Home Warranties Plan Act section / *article* 22(1)(b)

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at / *à(au)* Richmond Hill Provincial Offence Court, 50 High Tech Road, Richmond Hill, ON

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and to appear thereafter as required by the court to be dealt with according to law.
et de comparaître par la suite selon les exigences du tribunal, afin d'être traité(e) selon la loi.

Issued at / *Délivrée à* City of Toronto
this / *ce* 3rd day of / *jour de* September, 20 14

Judge or Justice of the Peace in and for the Province of Ontario
Juge ou juge de paix dans et pour la province de l'Ontario

NOTICE TO DEFENDANT

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c) if you are convicted, you could be sentenced in your absence, and
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d) selon l'infraction pour laquelle vous avez été condamné(e), vous pourriez recevoir une peine d'emprisonnement et un mandat d'arrestation pourrait être émis à votre encontre.

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b) vous pouvez, vous ou le poursuivant, demander au tribunal un ajournement. Le tribunal peut accorder ou refuser cette demande.

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POA 0004 (rev. 08/07) CSD

And Further That: Count 2

Imran Jinnah, on or about the 25th day of May 2011, at the Town of Richmond Hill, in the Regional Municipality of York;

knowingly concurring, as an officer or director of Silver Streams Homes (Puccini) Incorporated, when Silver Streams Homes (Puccini) Incorporated, did act as a vendor of a new home located at Lot 70, Plan 19TK98004, Puccini Drive, at the Town of Richmond Hill, in the Regional Municipality of York, without being registered by the Registrar, pursuant to Section 6 of the Ontario New Home Warranties Plan Act, R.S.O. 1990, c. 0.31, as amended,

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Imran Jinnah, on or about the 11th day of February 2012, at the Town of Richmond Hill, in the Regional Municipality of York;

knowingly concurring, as an officer or director of Silver Streams Homes (Puccini) Incorporated, when Silver Streams Homes (Puccini) Incorporated, did act as a vendor of a new home located at Lot 11, Block 3, Plan 19TR9804, at the Town of Richmond Hill, in the Regional Municipality of York, without being registered by the Registrar, pursuant to Section 6 of the Ontario New Home Warranties Plan Act, R.S.O. 1990, c. 0.31, as amended.

THIS IS **EXHIBIT "F"** REFERRED TO IN THE

AFFIDAVIT OF **IMRAN JINNAH**

SWORN BEFORE ME THIS 25th DAY OF MARCH, 2015

Execution Version

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is entered into as of the ___ day of February, 2015.

AMONG:

TARION WARRANTY CORPORATION

("Tarion")

- and -

SILVER STREAMS HOMES INC.

("Homes")

- and -

SILVER STREAMS HOMES (PUCCINI) INC.

("Puccini")

- and -

2148993 ONTARIO INC.

("2148993")

- and -

2148990 ONTARIO INC.

("2148990")

- and -

2147681 ONTARIO INC.

("2147681")

- and -

2147650 ONTARIO INC.

("2147650")

- and –

2148991 ONTARIO INC.

("2148991")

- and -

IMRAM JINNAH

("Jinnah", and all such parties and each person executing a Joinder Agreement (as defined below), individually, a "Party" and, collectively, the "Parties").

RECITALS:

A. Beginning in 2004, certain entities for which Jinnah acted as signing officer registered with Tarion under the *Ontario New Home Warranties Plan Act*, R.S.O. 1990, c. O. 31 (the "Act") as vendors, builders or both vendors and builders as such terms are defined in the Act (collectively, the "Silver Streams Registrants"), including, without limitation, as follows:

1. Homes' registration was approved and became effective on May 10, 2004;
2. 2147650's registration was approved and became effective on May 27, 2010;
3. 2148991's registration was approved and became effective on May 27, 2010;
4. 2148990's registration was approved and became effective on May 27, 2010;
5. 2148993's registration was approved and became effective on May 27, 2010; and
6. 2147681's registration was approved and became effective on May 27, 2010.

B. By virtue of Jinnah's and the Silver Streams Registrants' misunderstanding, Puccini was not registered under the Act contemporaneously or otherwise with the Silver Streams Registrants, despite Jinnah and the Silver Streams Registrants at all times intending that Puccini be a registrant under the Act, and verily believing that Puccini was a registrant under the Act.

C. In connection with their registrations, the Silver Streams Registrants were required to, and did, provide security to Tarion in the aggregate amount of $1,240,000, as follows:

1. Letter of Credit in favour of Tarion
   Issuing Bank: Bank of Montreal
   Number: BMTO365621OS
   Amount: $250,000
   Date: April 12, 2012

2. Letter of Credit in favour of Tarion
   Issuing Bank: Bank of Montreal
   Number: BMTO313560OS
   Amount: $400,000
   Date: November 12, 2010

3. Letter of Credit in favour of Tarion
Issuing Bank: Bank of Montreal
Number: BMTO241737OS
Amount: $270,000
Date: January 13, 2009

4. Cash Deposit in favour of Tarion
Amount: $320,000

(the above-referenced letters of credit, the "Letters of Credit", the above-referenced cash deposit, the "Cash Deposit", and the Letters of Credit and Cash Deposit, collectively, the "Security").

D. Jinnah and the Silver Streams Registrants at all times intended that Tarion would have recourse and access to the Security for the payment by Tarion out of the Guarantee Fund established under the Act for valid claims made by purchasers in connection with any properties for which Puccini acted as vendor under agreements of purchase and sale.

E. On December 17, 2013, Homes, Puccini, 2148993, 2148990, 2147681 and 2147650 (collectively, the "CCAA Debtors") sought, and received, protection from their creditors under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 pursuant to an Initial Order of the Ontario Superior Court of Justice (Commercial List) (the "Court", and such proceedings, the "CCAA Proceedings"), and Grant Thornton Limited was appointed as Monitor of the CCAA Debtors in the CCAA Proceedings (in such capacity, the "Monitor").

F. Despite not being registered under the Act, both prior and subsequent to the commencement of the CCAA Proceedings, Puccini acted as vendor under certain purchase agreements (the "Purchase Agreements") in respect of certain new home sales (the "Puccini Sales"), as set out on Schedule "A" hereto.

G. Since the commencement of the CCAA Proceedings, Tarion has received, assessed and paid out of the Guarantee Fund certain claims made by purchasers in connection with the Purchase Agreements and Puccini Sales, as set out on Schedule "B" hereto (the "Claims to Date"), and may receive, assess and pay out of the Guarantee Fund additional claims (the "Future Claims", and together with the Claims to Date, the "Puccini Claims").

H. On September 3, 2014, at the behest of Tarion, in its regulatory capacity as the Registrar under the Act, a Summons was issued to Puccini (the "POA Charge") pursuant to section 24 of the *Provincial Offences Act*, R.S.O. 1990, c. P. 33 in respect of Puccini's offences under section 22 of the POA, specifically Puccini's acting as vendor of a new home without being properly registered pursuant to the Act. For greater certainty, one of the purposes of this settlement agreement (the "Agreement") is to resolve the POA Charge in accordance with the terms and conditions of this Agreement.

I. The Parties hereto have agreed to settle the above issues subject to the terms and conditions of this Agreement.

NOW THEREFORE, for good and valuable consideration and the sum of TEN DOLLARS ($10.00) of lawful money of Canada paid by each of the Parties hereto to the other (the receipt and sufficiency thereof being hereby acknowledged), the Parties hereto hereby agree together as follows:

AGREEMENT:

1. The Parties hereto acknowledge and confirm the accuracy and validity of all the above Recitals.

2. As promptly as possible, but in no event later than the date that is fourteen calendar days after the date upon which this Agreement is entered into by the Parties, the CCAA Debtors shall serve on the CCAA Debtors' service list as supplemented with such additional parties as Tarion may reasonably request (the "Service List") an affidavit (the "Agreement Affidavit") and shall file the Agreement Affidavit with the Court. The Agreement Affidavit shall, *inter alia*: (a) describe this Agreement; (b) advise the Court, creditors and other interested parties of: (i) the CCAA Debtors' execution, delivery and performance of this Agreement; and (ii) the Monitor's receipt of this Agreement; and (c) request that any person wishing to oppose, or object to, the CCAA Debtors' execution, delivery or performance of this Agreement shall serve notice of such opposition or objection (a "Notice of Objection") on the Service List by no later than fourteen calendar days from the date on which the Agreement Affidavit is served on the Service List. For greater certainty, the service of a Notice of Objection shall be considered an Objection (as defined below).

3. If in their discretion, acting reasonably, each of Tarion and each of the CCAA Debtors determine that any person opposes, or objects to, the CCAA Debtors' execution, delivery or performance of this Agreement or takes any action that would be detrimental to the implementation of this Agreement (each, an "Objection"), then the CCAA Debtors agree to take the following actions:

(a) The CCAA Debtors shall as promptly as possible, but in no event later than the date that is the later of: (i) ten calendar days after an Objection; and (ii) the earliest date that the Court has available for a 9:30 a.m. scheduling apppintment, attend at a 9:30 a.m. scheduling appointment before the Court (the "Scheduling Appointment") in order to schedule the Agreement Approval Motion (as defined below).

(b) The CCAA Debtors shall as promptly as possible, but in no event later than the date that is seven calendar days after the Scheduling Appointment, serve a motion record including a notice of motion and affidavit, including a draft Agreement Approval Order (as defined below) on the CCAA Debtors' service list as supplemented with such additional Parties as Tarion may reasonably request (the "Agreement Approval Motion") and shall file such motion record with the Court seeking an order (as granted, the "Agreement Approval Order") of the Court, approving of the execution, delivery and performance of this Agreement. The Agreement Approval Order shall be in the form attached as

Schedule "C" hereto, with only such changes as the CCAA Debtors and Tarion shall approve in their reasonable discretion.

(c) The CCAA Debtors shall request that the Monitor report to the Court on this Agreement.

(d) The CCAA Debtors shall use their best efforts to obtain Court approval of the Agreement Approval Order.

(e) If the Agreement Approval Order shall be appealed by any person (or an application for certiorari or motion for leave to appeal, rehearing, re-argument, variation or vacating or stay shall be filed with respect thereto), the CCAA Debtors agree to take all reasonable steps, and use their reasonable best efforts, including incurring reasonable legal expenses, to defend against such appeal, application or motion, and Tarion agrees to cooperate in such efforts. The Parties hereby agree to use their reasonable best efforts to obtain an expedited resolution of such appeal, application or motion; provided, however, that, subject to the conditions set forth herein, nothing shall preclude the Parties from consummating the transactions contemplated hereby if the Agreement Approval Order shall have been entered but shall not have become an order: (a) as to which no appeal, notice of appeal, motion for leave to appeal, motion to amend, vacate or make additional findings of fact, motion to alter or amend judgment, motion for rehearing, amendment, vacatur, additional findings or alteration or amendment of judgment or motion for new trial has been timely filed or, if any of the foregoing has been timely filed, it has been disposed of in a manner that upholds and affirms the Agreement Approval Order, without the possibility for further appeal or rehearing thereon; (b) as to which the time for instituting or filing an appeal, motion for rehearing or motion for new trial shall have expired; and (c) as to which no stay is in effect (a "Final Order"), or require the Parties to do so unless they mutually so agree.

4. The CCAA Debtors and Tarion shall cooperate with the filing of the Agreement Affidavit and, to the extent necessary, the filing of the Agreement Approval Motion and obtaining entry of the Agreement Approval Order. The CCAA Debtors and Tarion shall each use their best efforts to: (a) address the concerns of the Court, any creditor or any other interested party with respect to the CCAA Debtors' execution, delivery and performance of this Agreement; and (b) obtain an expedited resolution of any oppositions or objections to the CCAA Debtors' execution, delivery and performance of this Agreement.

5. The CCAA Debtors shall deliver to Tarion prior to filing, and as early in advance as is practicable to permit adequate and reasonable time for Tarion and its counsel to review and comment, copies of all proposed motions, affidavits, notices, statements, schedules, applications, reports and other material papers that are required to be filed by the CCAA Debtors pursuant to this Agreement, any relief requested in connection therewith and any objections thereto.

6. This Agreement shall only become effective upon the date (the "Effective Settlement Date") that all of the following conditions precedent have been satisfied: (a) the Agreement has been duly executed and delivered by the Parties and its receipt acknowledged by the Monitor; and (b) fourteen calendar days shall have elapsed from the date on which the Agreement Affidavit is served on the CCAA Debtors' service list; provided, however, that in the event that the CCAA Debtors are required to take the steps contemplated in Section 3 hereof, the Effective Settlement Date shall be the date upon which the Court shall have granted the Agreement Approval Order and such order shall be a Final Order. The Parties acknowledge and agree that this Agreement will have no force and effect and shall become null and void if the Effective Settlement Date does not occur prior to March 31, 2015, unless the Parties otherwise agree in writing.

7. Prior to the Effective Settlement Date, subject to the terms and conditions of this Agreement, each of the Parties hereto shall use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, and to cooperate with each other in order to do or cause to be done, all things necessary, proper or advisable under applicable law to consummate the transactions contemplated by this Agreement as soon as practicable and to cause the fulfillment at the earliest practicable date of the conditions to the Parties' obligations to consummate the transactions contemplated by this Agreement.

8. Upon the Effective Settlement Date, Homes and Puccini shall duly execute and deliver the assignment and assumption agreement (the "Assignment and Assumption Agreement") in the form attached as Schedule "D" hereto.

9. Forthwith following the Effective Settlement Date, Tarion shall cause the POA Charge to be dismissed or withdrawn on a without costs basis. In the event that the Effective Settlement Date does not occur prior to the return appearance in the POA Charge proceedings that is scheduled for February 20, 2015, Tarion shall consent to an adjournment of such appearance on such terms as to be agreed between Tarion and Puccini, each acting reasonably.

10. Forthwith following the final determination of the Puccini Claims by Tarion, including, *inter alia*, the receipt, assessment and payment out of the Guarantee Fund of all Puccini Claims and Tarion's corresponding realization on the Security and personal guarantees (the "Personal Guarantees"), or any part thereof, that were previously provided by Jinnah in connection with the registration under the Act of the Silver Streams Registrants, Tarion shall release Jinnah from the balance of the Personal Guarantees.

11. Without limiting the foregoing, on and after the Effective Settlement Date, each party shall cooperate with the other Parties, without any further consideration, to cause to be executed and delivered, all instruments, including instruments of conveyance, novations, assignment and transfer, and to make all filings with, and to obtain all consents, under any permit, license, agreement, indenture or other instrument or regulation, and to take all such other actions as any of the Parties may reasonably request any other Parties to take from time to time, consistent with the terms of this Agreement, in order to effectuate the provisions and purposes of this Agreement and the transactions contemplated thereby, including, without limitation, in respect of: (a) the Puccini Claims; (b) the Purchase Agreements; (c) the POA

Charge; (d) the Security; (e) the assignment by Puccini, and the assumption by Homes, of the Purchase Agreements; and (f) the provision to Tarion of recourse, and access, to the Security in connection with the Puccini Claims.

12. If in its sole discretion, acting reasonably, Tarion determines that it is necessary in order to give effect to this Agreement for any Silver Streams Registrants that are not Parties to this Agreement (each, a "Joining Party") to execute a joinder agreement (the "Joinder Agreement") in the form attached as Schedule "E" hereto, with such changes thereto as are necessary or desirable to comply with the requirements of this Agreement, the other Parties hereto shall cause each such Joining Party to execute such Joinder Agreement.

13. The Parties hereto shall bear their own costs and expenses, including legal costs, respecting this Agreement and its implementation.

14. Time shall be of the essence of this Agreement and of each and every provision hereof.

15. This Agreement shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of the Province of Ontario and of Canada applicable therein. The Parties hereto irrevocably attorn to the jurisdiction of the Court in respect of the subject matter of this Agreement and all documents entered into thereunder.

16. This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.

17. This Agreement constitutes the entire agreement between the Parties hereto in relation to the subject matter hereof and supersedes all prior agreements, proposals, discussions and representations, whether oral or written, between the Parties relating thereto.

18. Each of the Parties hereto shall promptly do, make, execute, deliver or cause to be done, made, executed or delivered, at the expense of the requesting party, all such further acts, documents and things as another party hereto may reasonably require from time to time for the purpose of giving effect to this Agreement and shall use its reasonable efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Agreement.

19. This Agreement may only be modified, cancelled, or extended by an instrument in writing signed by all of the Parties hereto.

20. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and such counterparts together shall constitute one and the same agreement. The delivery of a facsimile or electronic copy of an executed counterpart of this Agreement shall be deemed to be valid execution and delivery thereof.

21. By executing this Agreement, each of the Parties hereto acknowledges that it has been advised to seek independent legal counsel in connection with the execution of this Agreement

and with respect to its obligations and rights hereunder. Each of the Parties hereto acknowledges that it has sought the advice of counsel and other advisors or has determined that such advice is unnecessary.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

Witness

IMRAN JINNAH

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

SILVER STREAMS HOMES INC.

Per:
CHIEF EXECUTIVE
Title:
I have authority to bind the Corporation.

SILVER STREAMS HOMES (PUCCINI) INC.

Per:
CHIEF EXECUTIVE
Title:
I have authority to bind the Corporation.

2148993 ONTARIO INC.

Per:
CHIEF EXECUTIVE
Title:
I have authority to bind the Corporation.

2148990 ONTARIO INC.

Per:
CHIEF EXECUTIVE
Title:
I have authority to bind the Corporation.

2147681 ONTARIO INC.

Per:
CHIEF EXECUTIVE
Title:
I have authority to bind the Corporation.

2147650 ONTARIO INC.

Per: CHIEF EXECUTIVE
Title:
I have authority to bind the Corporation.

2148991 ONTARIO INC.

Per: CHIEF EXECUTIVE
Title:
I have authority to bind the Corporation.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

TARION WARRANTY CORPORATION

Per: ____________________
Title: ____________________
I have authority to bind the Corporation.

Grant Thornton Limited, in its capacity as the Monitor of the CCAA Debtors under the *Companies' Creditors Arrangement Act* and not in any other capacity, acknowledges receipt of this Agreement as of the _____ of _______________, 2015.

GRANT THORNTON LIMITED, in its capacity as the Monitor of the CCAA Debtors under the *Companies' Creditors Arrangement Act* and not in any other capacity

Per: ______________________________
Title: ______________________
I have authority to bind the Corporation.

SCHEDULE "A"

PURCHASE AGREEMENTS AND PUCCINI SALES

SILVER STREAMS HOMES
SYMPHONY SERIES
PLAN # 65M-4331 Sold Units 3rd Phase
Please Note that all the Phase 3 homes which closed under CCAA are High lighted in Red and the Phase 2 homes sold under CCAA are Listed at the End of Phase 3 List

Muncipal Address	M-PLAN #	Marketing lot #	Model	Sq ft	Elevation	Price	Purchaser Name	Deposit	Closing Date		
59 Rossini Dr	7	46	Mozart	2,461	A	$ 725,000	Uchenwa Genus	40,000	Jul-13		
58 Rossini Dr	5	58	Soprano	2,888	A	$ 725,000	Nejat/Zahra Ramzani	60,000	30th September 2013		
62 Rossini Dr	3	56	Mozart	2,591	A	$ 660,000	Alex r,Lebedev	40,000	30th August 2013		
66 Rossini Dr	1	54	Maestro	2,340	A	$ 585,900	Ebrahim Al Hajj	40,000	27th August 2013		
78 Puccini Dr	25	23	Serenade Modified	3,780	A	$ 980,000	Aziz ullah ,Hayatullah	60,000	17TH Jan 2014(CCAA)		
66 Puccini Dr	24	22	Serenade Modified	3,780	B	$ 1,030,000	Amiri Huran	35,000	18th July 2014(CCAA		
68 Puccini Dr	23	21	Serenade std	3,925	A	$ 1,040,000	Farhad Sharifi	50,000	28th Nov 2014(CCAA)		
70 Puccini Dr	22	20	Serenade Modified	3,780	A	$ 980,000	Jalil Khan	40,000	31st Dec (CCAA)		
19 Rossini Dr	19	28	Mozart	2,947	A	$ 800,000	Stephen& Antonella Paglia	40,000	31st May 2014 (CCAA	C	
21 Rossini Dr	20	29	Soprano	2,888	A	$ 880,000	Maisom & Farzaneh Shirazi	40,000	29th August 2014(CCAA)		
23 Rossini Dr	21	30	Soprano	2,947	A	$ 725,000	Gholam Reza Abbasi	40,000	Aug-13		
22 Rossini Dr	16	68	Soprano	2,947	A	$ 702,900	Mahnaz Karimi	60,000	23rd Sep 2013		
20 Rossini Dr	17	69	Soprano	2,946	A	$ 740,900	Nejat /Zahra Ramezani	60,000	Aug-13		
18 Rossini Dr	18	70	Soprano	2,947	A	$ 895,000	Vassileva Nadedja & Nafanailova Irina	60,000	Not Constructed| CCAA		
78 Puccini Dr	15	5	Serenade Tandem	4,158	A	$ 970,000	Tang wai lam/Lo,k,y Edmon	60,000	Jul-13		
80 Puccini Dr	14	4	Serenade Tandem	4,158	B	$ 1,013,837	Inna Sudman	60,000	9th September 2013		
82 Puccini Dr	13	3	Serenade	4,400	A	$ 961,737	Marianna Kogan	40,000	Jul-13		
84 Puccini Dr	12	2	Serenade Tandem	4,158	B	$ 987,550	Sophia Rahman	60,000	10th September		
69 Rossini Dr	11	50	Beethoven	2,209	A	$ 620,000	Mohammed H Jafarian	40,000	Aug-13		
67 Rossini Dr	10	49	Beethoven	2,209	A	$ 680,000	Esther Frinklestein	40,000	Jul-13		
63 Rossini Dr	9	48	Bungalow Primaddona	2,461	A	$ 678,000	Edda Barberio	40,000	Jun-13		

61 Rossini Dr	8	47	Mozart	2,948	A	$ 750,000	Natalia &Vasyl Mospan	40,000	Jun-13		
57 Rossini Dr	6	45	Mozart	2,591	A	$ 660,000	Azhar Abbas	40,000	Aug-13		
60 Rossini Dr	4	57	Soprano	2,947	A	$ 725,000	Zeinolabedin Jafarian	60,000	16th September 2013		
54 Rossini Dr	2	55	Maestro	2,340	A	$ 615,000	Jamshid Heiderpour	40,000	27th September 2013		
Phase 2 Homes under CCAA											
50 Rossini Dr	1	61	Melodeon	3,495	A	940,000	Avtaar Singh	40,000	8th Sept 2014(CCAA)		
58 Puccini Dr	24	26	Rhapsody	3,780	A	1,044,000	Azadeh Hashemian	40,000	15th Aug 2014(CCAA)		
60 Puccini Dr	23	25	Modified Serenade	3,780	A	1,030,000	Kirubaramani Uthayak	40,000	30th Jan 2015 (CCAA)		

SILVER STREAMS HOMES

SYMPHONY SERIES

PLAN # 65M-4331 Sold Units 3rd Phase

Please Note that all the Phase 3 homes which closed under CCAA are High lighted in Red and the Phase 2 homes sold under CCAA are Listed at the End of Phase 3 List

Muncipal Address	M-PLAN #	Marketing lot #	Model	Sq ft	Elevation	Price	Purchaser Name	Deposit	Closing Date		
59 Rossini Dr	7	46	Mozart	2,461	A	$ 725,000	Uchenwa Genus	40,000	Jul-13		
58 Rossini Dr	5	58	Soprano	2,888	A	$ 725,000	Nejat/Zahra Ramzani	60,000	30th September 2013		
62 Rossini Dr	3	56	Mozart	2,591	A	$ 660,000	Alex r,Lebedev	40,000	30th August 2013		
66 Rossini Dr	1	54	Maestro	2,340	A	$ 585,900	Ebrahim Al Hajj	40,000	27th August 2013		
78 Puccini Dr	25	23	Serenade Modified	3,780	A	$ 980,000	Aziz ullah ,Hayatullah	60,000	17TH Jan 2014(CCAA)		
56 Puccini Dr	24	22	Serenade Modified	3,780	B	$ 1,030,000	Amiri Huran	35,000	18th July 2014(CCAA		
68 Puccini Dr	23	21	Serenade std	3,925	A	$ 1,040,000	Farhad Sharifi	50,000	28th Nov 2014(CCAA)		
70 Puccini Dr	22	20	Serenade Modified	3,780	A	$ 980,000	Jalil Khan	40,000	31st Dec (CCAA)		
19 Rossini Dr	19	28	Mozart	2,947	A	$ 800,000	Stephen& Antonella Paglia	40,000	31st May 2014 (CCAA	C	
21 Rossini Dr	20	29	Soprano	2,888	A	$ 880,000	Maisom & Farzaneh Shirazi	40,000	29th August 2014(CCAA)		
23 Rossini Dr	21	30	Soprano	2,947	A	$ 725,000	Gholam Reza Abbasi	40,000	Aug-13		
22 Rossini Dr	16	68	Soprano	2,947	A	$ 702,900	Mahnaz Karimi	60,000	23rd Sep 2013		
20 Rossini Dr	17	69	Soprano	2,948	A	$ 740,900	Nejat /Zahra Ramezani	60,000	Aug-13		
18 Rossini Dr	18	70	Soprano	2,947	A	$ 895,000	Vassileva Nadedja & Nafanailova Irina	60,000	Not Constructed(CCAA		
78 Puccini Dr	15	5	Serenade Tandem	4,158	A	$ 970,000	Tang wai lam/Lo,k,y Edmon	60,000	Jul-13		
80 Puccini Dr	14	4	Serenade Tandem	4,158	B	$ 1,013,837	Inna Sudman	60,000	9th September 2013		
82 Puccini Dr	13	3	Serenade	4,400	A	$ 961,737	Marianna Kogan	40,000	Jul-13		
84 Puccini Dr	12	2	Serenade Tandem	4,158	B	$ 987,550	Sophia Rahman	60,000	10th September		
69 Rossini Dr	11	50	Beethoven	2,209	A	$ 620,000	Mohammed H Jafarian	40,000	Aug-13		
67 Rossini Dr	10	49	Beethoven	2,209	A	$ 680,000	Esther Frinklestein	40,000	Jul-13		
63 Rossini Dr	9	48	Bungalow Primaddona	2,461	A	$ 678,000	Edda Barberio	40,000	Jun-13		

61 Rossini Dr	8	47	Mozart	2,948	A	$ 750,000	Natalia &Vasyl Mospan	40,000	Jun-13		
57 Rossini Dr	6	45	Mozart	2,591	A	$ 660,000	Azhar Abbas	40,000	Aug-13		
60 Rossini Dr	4	57	Soprano	2,947	A	$ 725,000	Zeinolabedin Jafarian	60,000	16th September 2013		
64 Rossini Dr	2	55	Maestro	2,340	A	$ 615,000	Jamshid Heiderpour	40,000	27th September 2013		
Phase 2 Homes under CCAA											
50 Rossini Dr	1	61	Melodeon	3,495	A	940,000	Avtaar Singh	40,000	8th Sept 2014(CCAA)		
58 Puccini Dr	24	26	Rhapsody	3,780	A	1,044,000	Azadeh Hashemian	40,000	15th Aug 2014(CCAA)		
60 Puccini Dr	23	25	Modified Serenade	3,780	A	1,030,000	Kirubaramani Uthayak	40,000	30th Jan 2015 (CCAA)		

PUCCINI PHASE 2 SALES 2013/ 2012

Sr No	Municiple Address	M-Plan #	Marketing lot #	Model	Sq ft	Elevation	Price	Purchaser Name	Date of Purchase	Closing date
1	50 Rossini Dr	1	61	Melodeon	3,493	A	Un Sold			
2	48 Rossini Dr	2	62	Soprano	2,947	B	$ 682,900	Roshan Jamal	18th June 2006	Closed
3	46 Rossini Dr	3	63	Soprano	2,947	A	$ 694,900	SivarajahUthayakumror	10th June 2008	Closed
4	45 Rossini Dr	4	33	Soprano	2,888	A	$ 710,000	Mehnaz Karimi	17th March 2011	Closed
5	47 Rossini Dr	5	34	Soprano	2,947	A	$ 799,000	Armanda Arja	15th March 2012	Closed
6	49 Rossini Dr	6	35	Prima Donna	2,461	A	$ 625,000	Nalayani Brodie	15th March 2010	Closed
7	86 Puccini Dr	7	1	Serenade	3,925	A	$ 840,000	Nawal Zamir/Andreas A	10th August 2010	closed
8	88 Puccini Dr	8	39	Serenade Tandem	4,158	A	$ 970,000	Yang Chi Feng / Chen G	1st Sept 2011	Closed
9	1 Merton St	9	38	Liberace	2,275	B	$ 689,000	Amir Hamesh	15th Feb 2012	Closed
10		10	37	Beethovan	2,209		$ 650,000	Yang Chi Feng	15th Sept 2011	Closed
11	5 Merton St	11	36	Beethoven	2,209	A	$ 870,000	Sophia	25th Jan 2011	Closed
12	2 Merton St	12	40	Liberace	2,275	B	$ 710,000	Sundus	15th March 2012	Closed
13	4 Merton St	13	41	Beethoven	2,209	A	$ 708,000	Patrick Wong (Re-sld)	30th March 2012	Closed
14	6 Merton St	14	42	Beethoven	2,209	A	$ 670,000	Rajan Aman	20th Feb 2012	Closed
15	53 Rossini Dr	15	43	Melodeon	3,493	A	$ 930,000	Parvin Jamaldin	15th Nov 2010	Closed
16	55 Rossini Dr	16	44	Soprano	2,888	A	$ 725,000	Babak Amini	20th Aug 2011	Closed
17	56 Rossini Dr	17	59	Mozart	2591	A	$ 650,000	Ivan / Jana Lagaev	15th Feb 2010	Closed
18	54 Rossini Dr	18	60	Melodean	3500	A	$ 900,000	Shadab Shahrdad	29th Jan 2012	Closed
19	92 Puccini Dr	19	53	Serenade Tandom	4,158	A	$ 1,020,990	Yuri Mospan/Lubov Mc	10th Dec 2011	Closed
20	96 Puccini Dr	20	52	Rhapsody	3,780	A	$ 1,060,000	Armita Alaei	7th March 2013	Closed
21	71 Rossini Dr	21	51	Liberace	2,275	B	$ 565,000	Aqib & Faiza	10th June 2008	Closed
22	62 Puccini Dr	22	24	Rhapsody	3,780	A	$ 960,790	Sabaghzadeh	15th Oct 2011	Closed
23	60 Puccini Dr	23	25	Serenade	3,754	A	1,80,000	Un Sold		

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24	58 Puccini Dr	24	26	Rhapsody	3,780	B	$	1,080,000	Un Sold		
25	56 Puccini Dr	25	27	Rennaisance	4,286	A	$	940,000	Shahbaz Ali	20th June 2008	Closed
		Total of Sold Units In Phase 2			77,437		$	19,344,630		$	1,050,000

Sr No
8
10

SILVER STREAMS HOMES
SYMPHONY SERIES
PLAN # 65M-4156

PURCHASERS	Marketing lot #	M-Plan #	Muncipal Address	Deposit Recvd	Closing Date	Models	Lot size
Mr Arshad Rashid / Neelma Arshad	64	20	30 Rossini Dr	$ 60,000.00	26th June 2010	Mozart	40 ft
Mr Sajid Hassan/Uzma Sajid Hassan	65	19	28 Rossini Dr	$ 40,000.00	21st June 2010	Soprano	40 ft
Mr Domenic Sorbara/ Daniela Sorbara	66	18	26 Rossini Dr	$ 110,000.00	21st June 2010	Mozart	40 ft
Mr Thangavadivelu Selvakumar	67	17	24 Rossini Dr	$ 60,000.00	18th June 2010	Soprano	40 ft
Mr Haroon Chandna	15	16	11 Pavarotti St	$ 50,000.00	22nd June 2010	Liberace	45 ft
Mr Zain ul Abedin	16	15	9 Pavarotti St	$ 40,000.00	30th June 2010	Maestro	45 ft
Legacy Developers/ Mr Tariq Khursheed	17	14	7 Pavarotti St	$ 40,000.00	28th June 2010	Maestro	45 ft
Mr Mansoor Naqi/ Maria Naqi	18	13	5 Pavarotti St	$ 50,000.00	24th June 2010	Maestro	45 ft
Mr Zain Naqi	19	12	3 Pavarotti St	$ 40,000.00	25th June 2010	Liberace	45 ft
Farkhad hassan	6	11	4 Pavarotti St	$ 40,000.00	Aug-11	Liberace	45 ft
Mr Nadeem Syed/Ayesha Syed	7	10	6 Pavarotti St	$ 40,000.00	24th June 2010	Maestro	45 ft
Mr Tariq Noor	8	9	8 Pavarotti st	$ 40,000.00	24th June 2010	Beethoven	45 ft
Asma Jinnah	9	8	29 Rossini dr	$ 40,000.00	15th July 2010	Melodeon	40 ft
Mr Parveen Katyal/ Rachna Katyal	10	7	31 Rossini Dr	$ 40,000.00	10th August 2010	Soprano	40 ft
Bader Munir Ahmed/Roobina Bader Ahmed	11	6	33 Rossini Dr	$ 30,000.00	29th June 2010	Soprano	40 ft
Mr Rinat Bairmgaline/Alfia Bairmagalina	12	5	35 Rossini Dr	$ 40,000.00	22nd June 2010	Mozart	40 ft
Mrs Ambreen Jahangir	13	4	37 Rossini Dr	$ 40,000.00	30th June 2010	Soprano	40 ft
Mrs Sabiha Mian	14	3	39 Rossini Dr	$ 40,000.00	10th July 2010	Soprano	40 ft
Mr Rasheed	31	2	41 Rossini Dr	$ 20,000.00	10th Sept 2010	Mozart	40 ft
Mr Tariq Alaudin	32	1	43 Rossini Dr	$ 40,000.00	20th June 2010	Soprano	40 ft

SCHEDULE "B"

CLAIMS TO DATE

TARION
PROTECTING ONTARIO'S NEW HOME BUYERS

Tarion Warranty Corporation
Customer Centre
5150 Yonge Street, Concourse Level
Toronto, Ontario M2N 6L8
Toll-Free: 1-877-982-7466
Fax: 416-229-3858

PROOF OF CLAIM

DEPOSIT REFUND

This form is provided to comply with the Ontario New Home Warranties Plan Act (the "Act") and without prejudice to the liability of Tarion Warranty Corporation.

This Proof of Claim form should be completed and filed with Tarion by each person(s) ("Claimant") with a claim under Section 14(1)(a) of the Act for REFUND OF DEPOSIT, pursuant to an Agreement of Purchase and Sale.

1. IDENTIFICATION OF CLAIMANT

   Name: Bonnie Sobel and Elliott Silverstein

   Address: 5 Belvia Drive, Postal Code: L4K 5J6

   Telephone No: (Res) 905-553-9042 (Bus) 905-771-3464 (Other) 416-873-8529

   The claimant hereby applies to Tarion for payment of a claim in the amount of $ $47,500 plus interest

2. Identification of vendor (the "Vendor") with whom the Purchase Agreement was made:

   Name: Silver Streams Homes (Puccini) Inc.

   Vendor's Registration No. 34331, Home Enrolment No. ______

   Vendor's Solicitor (if known) Jack Greenberg, 181 Eglinton Ave E, Toronto, ON M4P 1J4

3. Date of Purchase Agreement March 12, 2012 (the "Purchase Agreement")
   (Attach photocopy of complete Agreement of Purchase and Sale)

   Date of Amendments N/A

4. IDENTIFICATION OF HOME FOR WHICH DEPOSIT(S) APPLY

   Lot Unit 43, Block 7 Plan No. 19TR.98004 Street Ruffles Court City Richmond Hill

5. Date and amount of each cash deposit made by Claimant under the Purchase Agreement:*

   *If the home is a condominium unit, this claim will include a claim for interest on any deposits made at the rate or rates prescribed by Section 53(2) of the Regulations under the Condominium Act. The amount of such interest will be calculated for the Claimant by Tarion.

	Date	Amount
Initial Deposit	March 19, 2012	$ 10,000
Second Deposit	April 19, 2012	$ 5,000
Third Deposit	May 19, 2012	$ 5,000
(**) Additional $5,000 cheques on 19th of June, July, Aug., Sept. 2012) TOTAL		$ 40,000 (**)

6. *Attach photocopies of cash receipt and/or cancelled cheque(s) (front and back).

7. Describe the nature of the failure of the Vendor to perform its obligations under the Purchase Agreement which has given rise to this claim. Attach any documents or correspondence from the vendor regarding its position regarding the completion of this transaction.

   Vendor has failed to communicate in any form since March 2013. No final notification was provided by the vendor to inform of delayed final closing as outlined in the Agreement of Purchase and Sale. The purchasers are exercising their right to withdraw from the agreement as per Tarion criteria to receive their $40,000 deposit, plus interest, along with $7,500 for delayed closing compensation. Copies of correspondence (back dated) by vendor and letters to the vendor are attached to this form.

8. What efforts have been made by the Claimant to recover the deposit(s) paid to the Vendor? Refer to any tender made or proceedings instituted.

   Please see the attached letters sent by registered mail to Silver Streams Homes, along with proof of receipt, and correspondence between the solicitors on this matter.

9. List any benefit, compensation or indemnity payable to the claimant from any source.

- Deposit totalling $40,000
- Interest accrued on the $40,000 deposit between March 12, 2012 and present
- Delayed closing compensation of $7,500.

10. Has there been any other recovery or set-off against the amount claimed?

No

11. Have you applied for an investment loss for Income Tax purposes? No

If so, please state tax years: ______ Explain: ______

12. Have you commenced a civil action against the Vendor/Builder or have you been served with a Statement of Claim wherein you have been named as defendant in a civil action brought against you by the Vendor/Builder?

No

13. Have you signed a release, mutual release or otherwise with the Vendor/Builder? (Yes/No): ______
If yes, please attach copy showing consideration and confirm terms of release were met:

No

14. The said claim did not occur through any willful act, neglect, procurement, or means of connivance of the claimant.

In consideration of payment of this claim Tarion is discharged forever from all further claim by reason of the said loss. All rights to recovery from any other person are hereby transferred to Tarion which is authorized to bring action in the claimants name to enforce such rights.

15. TO BE COMPLETED BY PURCHASERS OF CONDOMINIUM UNITS ONLY

STATEMENT OF OCCUPANCY

Project Name Silver Streams Homes (Puccini) – Symphony Series

Address 103 Naughton Drive, Richmond Hill, ON, L4C 8B3

Date of Possession Final Closing set for January 15, 2014

Date Property Vacated N/A

Number of Interim Occupancy Payments N/A

Amount of Monthly Payment N/A Total N/A

To Whom Were Payments Made N/A

*Attach photocopies (front and back) of original cheques.

I/We, Bonnie Sobel and Elliott Silverstein do solemnly declare that the foregoing claim and statements are to the best of my/our knowledge and belief true in every particular, and I/We make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath, and by virtue of The Canada Evidence Act.

DECLARED severally before me at Vaughan this 23rd day of February 2014.

B Sobel Elliott Silverstein
Claimant

TARION
APR 07 2014
RECEPTION CORPORATE OFFICE

TARION
PROTECTING ONTARIO'S NEW HOME BUYERS

Tarion Warranty Corporation
Customer Centre
5150 Yonge Street, Concourse Level
Toronto, Ontario M2N 6L8
Toll-Free: 1-877-982-7466
Fax: 416-229-3858

PROOF OF CLAIM

DEPOSIT REFUND

This form is provided to comply with the Ontario New Home Warranties Plan Act (the "Act") and without prejudice to the liability of Tarion Warranty Corporation.

This Proof of Claim form should be completed and filed with Tarion by each person(s) ("Claimant") with a claim under Section 14(1)(a) of the Act for REFUND OF DEPOSIT, pursuant to an Agreement of Purchase and Sale.

1. IDENTIFICATION OF CLAIMANT

Name: Nadejda Vassilieva / Trina Nafanailova

Address: #109 White Beach crs, Maple, L6A 0E2 / 14 Green Bush rd. Toronto M2N 1P2 Postal Code:

Telephone No. (Res.) (416) 817-1207 (Bus.) / (416) 892-8305 (Other)

The claimant hereby applies to Tarion for payment of a claim in the amount of $ ____________

2. Identification of vendor (the "Vendor") with whom the Purchase Agreement was made:

Name Silver Streams Homes (Puccini) Inc.

Vendor's Registration No. 34331 Home Enrolment No. ____________

Vendor's Solicitor (If known) Jack Greenberg (416) 485-8833 Fax (416) 485-3246

3. Date of Purchase Agreement 24. May. 2012 (the "Purchase Agreement")
(Attach photocopy of complete Agreement of Purchase and Sale)

Date of Amendments ____________

4. IDENTIFICATION OF HOME FOR WHICH DEPOSIT(S) APPLY:

Lot 70 Plan No. 19TK98004 Street Puccini City Richmond Hill

5. Date and amount of each cash deposit made by Claimant under the Purchase Agreement:*

*If the home is a condominium unit, this claim will include a claim for interest on any deposits made at the rate or rates prescribed by Section 53(2) of the Regulations under the Condominium Act. The amount of such interest will be calculated for the Claimant by Tarion.

	Date	Amount
Initial Deposit	May 31, 2012	$ 20,000
Second Deposit	July 31, 2012	$ 20,000
Third Deposit	Sep. 31, 2012	$ 20,000
	TOTAL	$ 60,000

6. *Attach photocopies of each receipt and/or cancelled cheque(s) (front and back).

7. Describe the nature of the failure of the Vendor to perform its obligations under the Purchase Agreement which has given rise to this claim. Attach any documents or correspondence from the vendor regarding its position regarding the completion of this transaction.

The house wasn't built by the critical final closing day which was January 15th 2014.

8. What efforts have been made by the Claimant to recover the deposit(s) paid to the Vendor? Refer to any tender made or proceedings instituted.

We hired lawyer, his name is Sheldon N. Caplan (416) 645-0562 X23 He wrote several letters to builder who promised to return $60,000 + $7,500 (437). All correspondence attached. 687

9. List any benefit, compensation or indemnity payable to the claimant from any source.

NO

10. Has there been any other recovery or set-off against the amount claimed?

NO

11. Have you applied for an investment loss for Income Tax purposes?

If so, please state tax years: ______ Explain: ______

NO

12. Have you commenced a civil action against the Vendor/Builder or have you been served with a Statement of Claim wherein you have been named as defendant in a civil action brought against you by the Vendor/Builder?

NO

13. Have you signed a release, mutual release or otherwise with the Vendor/Builder? (Yes/No): ______
If yes, please attach copy showing consideration and confirm terms of release were met:

NO

14. The said claim did not occur through any willful act, neglect, procurement, or means of connivance of the claimant.

In consideration of payment of this claim Tarion is discharged forever from all further claim by reason of the said loss. All rights to recovery from any other person are hereby transferred to Tarion which is authorized to bring action in the claimants name to enforce such rights.

15. TO BE COMPLETED BY PURCHASERS OF CONDOMINIUM UNITS ONLY

STATEMENT OF OCCUPANCY

Project Name ______

Address ______

Date of Possession ______

Date Property Vacated ______

Number of Interim Occupancy Payments ______

Amount of Monthly Payment ______ Total ______

To Whom Were Payments Made ______

*Attach photocopies (front and back) of original cheques.

I/We, ______ do solemnly declare that the

TARION
PROTECTING ONTARIO'S NEW HOME BUYERS

Tarion Warranty Corporation
Customer Centre
5150 Yonge Street, Concourse Level
Toronto, Ontario M2N 6L8
Toll-Free: 1-877-982-7466
Fax: 416-229-3858

PROOF OF CLAIM

DEPOSIT REFUND

This form is provided to comply with the Ontario New Home Warranties Plan Act (the "Act") and without prejudice to the liability of Tarion Warranty Corporation.

This Proof of Claim form should be completed and filed with Tarion by each person(s) ("Claimant") with a claim under Section 14(1)(a) of the Act for REFUND OF DEPOSIT, pursuant to an Agreement of Purchase and Sale.

1. IDENTIFICATION OF CLAIMANT

Name: Henry Wadowski and Judy Wadowski and LUIS FLORES

Address: 222 Soulding Ave. North York Postal Code: M2R 2P5

Telephone No: (Res.) ________ (Bus.) ________ (Other) 416-898-4724

The claimant hereby applies to Tarion for payment of a claim in the amount of $ 40,000

2. Identification of vendor (the "Vendor") with whom the Purchase Agreement was made:

Name: Silver Stream Homes (Puccini) Inc.

Vendor's Registration No. 34331 Home Enrolment No. not known

Vendor's Solicitor (if known) JACK GREENBERG

3. Date of Purchase Agreement February 11 / 2012 (the "Purchase Agreement")
(Attach photocopy of complete Agreement of Purchase and Sale)

Date of Amendments n/a

4. IDENTIFICATION OF HOME FOR WHICH DEPOSIT(S) APPLY:

Lot 11 Block Plan No. 3, Opus Street ________ City Richmond Hill

5. Date and amount of each cash deposit made by Claimant under the Purchase Agreement*

*If the home is a condominium unit, this claim will include a claim for interest on any deposits made at the rate of interest prescribed by Section 53(2) of the Regulations under the Condominium Act. The amount of such interest will be calculated for the Claimant by Tarion.

	Date	Amount
Initial Deposit	Feb 11, 2012	$ 10,000
Second Deposit	March 11, 2012	$ 10,000
Third Deposit	April 11, 2012	$ 10,000
4th Deposit	May 11, 2012	10,000
TOTAL		$ 40,000

6. *Attach photocopies of each receipt and/or cancelled cheque(s) (front and back).

7. Describe the nature of the failure of the Vendor to perform its obligations under the Purchase Agreement which has given rise to this claim. Attach any documents or correspondence from the vendor regarding its position regarding the completion of this transaction.

House never built, outside closing date was May 31, 2014
Vendor's Solicitor advises lands are being sold
under Power of Sale by builder's mortgage lender

8. What efforts have been made by the Claimant to recover the deposit(s) paid to the Vendor? Refer to any tender made or proceedings instituted.

Return of deposit has been demanded by
claimant's solicitor from Builder's solicitor.
Builder's solicitor's response was that we
should make a claim through Tarion.

9. List any benefit, compensation or indemnity payable to the claimant from any source.

NONE

10. Has there been any other recovery or set-off against the amount claimed?

NO

11. Have you applied for an investment loss for Income Tax purposes? NO

If so, please state tax years: ____________ Explain: ____________

12. Have you commenced a civil action against the Vendor/Builder or have you been served with a Statement of Claim wherein you have been named as defendant in a civil action brought against you by the Vendor/Builder?

NO

13. Have you signed a release, mutual release or otherwise with the Vendor/Builder? (Yes/No): NO
If yes, please attach copy showing consideration and confirm terms of release were met:

14. The said claim did not occur through any willful act, neglect, procurement, or means of connivance of the claimant.

In consideration of payment of this claim Tarion is discharged forever from all further claim by reason of the said loss. All rights to recovery from any other person are hereby transferred to Tarion which is authorized to bring action in the claimant's name to enforce such rights.

15. TO BE COMPLETED BY PURCHASERS OF CONDOMINIUM UNITS ONLY

STATEMENT OF OCCUPANCY

Project Name ____________

Address ____________

Date of Possession ____________

Date Property Vacated ____________

Number of Interim Occupancy Payments ____________

Amount of Monthly Payment ____________ Total ____________

To Whom Were Payments Made ____________

*Attach photocopies (front and back) of original cheques.

LUIS CHRIS FLORES

SCHEDULE "C"

FORM OF AGREEMENT APPROVAL ORDER

Court File No. 13-10362-00-CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	, THE	DAY
	)		
JUSTICE	)	OF	, 2015

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.

ORDER

(Agreement Approval)

THIS MOTION, 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 "CCAA Debtors") for an order substantially in the form enclosed in the Motion Record of the CCAA Debtors was heard on this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, filed, the Affidavit of ■, sworn ■ ■, 2015, filed, and the ■ Report dated ■ ■, 2015, of Grant Thornton Limited, in its capacity as Monitor of the CCAA Debtors, filed, and upon hearing submissions of counsel for the CCAA Debtors, Tarion Warranty Corporation ("Tarion") and those other parties present, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of ■, sworn ■ ■, 2014, filed, and upon being advised that no other persons were served with the aforementioned materials:

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Motion Record be and it is hereby abridged, if necessary, so that the motion is properly returnable today, and that further service thereof be and it is hereby dispensed with, and that service of the aforementioned materials be and it is hereby validated in all respects.

SETTLEMENT AGREEMENT

2. **THIS COURT ORDERS AND DECLARES** that capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Settlement Agreement dated ■ ■, 2015, by and among, Tarion, the CCAA Debtors, 2148991 Ontario Inc., Imram Jinnah and each person executing a Joinder Agreement (the "Settlement Agreement").

3. **THIS COURT ORDERS AND DECLARES** that the Settlement Agreement is approved.

4. **THIS COURT ORDERS AND DECLARES** that the execution, delivery and performance of the Settlement Agreement and the other transaction documents contemplated thereby by the CCAA Debtors is hereby authorized and approved, and that the CCAA Debtors are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the transactions contemplated thereby, including, without limitation: (a) the assignment by Puccini, and the assumption by Homes, of the Purchase Agreements; and (b) the provision to Tarion of recourse, and access, to the Security in connection with the Puccini Claims.

MISCELLANEOUS

5. **THIS COURT ORDERS** that this Court shall retain jurisdiction over any and all issues arising from or related to the implementation and interpretation of this Order.

6. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada against all persons, firms, corporations, governmental, municipal and regulatory authorities against whom it may be enforceable.

7. **THIS COURT HEREBY ORDERS AND REQUESTS** the aid and recognition of any court, tribunal, regulatory, governmental or administrative body having jurisdiction in Canada or elsewhere, to give effect to this Order and to assist in carrying out the terms of this Order. All courts, tribunals, regulatory, governmental and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the CCAA Debtors and Tarion and their respective agents as may be necessary or desirable to give effect to this Order or to assist them in carrying out the terms of this Order.

SCHEDULE "D"

ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is dated and effective as of the ___ day of ________, 2015 (the "Closing Date"), by and between Silver Streams Homes (Puccini) Inc. (the "Assignor"), and Silver Streams Homes Inc. (the "Assignee").

RECITALS

A. Pursuant to the terms and conditions of that certain Settlement Agreement, entered into as of the ___ day of ________, 2015 (the "Settlement Agreement"), by and among Assignee, Assignor, Tarion Warranty Corporation ("Tarion"), 2148993 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario Inc., 2147650 Ontario Inc., 2148991 Ontario Inc., Imram Jinnah and each person executing a Joinder Agreement, the parties thereto agreed to settle the issues set out therein subject to the terms and conditions of the Settlement Agreement.

B. Pursuant to the Settlement Agreement, Assignee and Assignor have agreed to duly execute and deliver this Agreement.

C. Any and all capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Settlement Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the recitals set forth above and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment and Assumption. As of the Closing Date, Assignor hereby assigns, sells, transfers, conveys and sets over to Assignee all of Assignor's right, title, interest and obligation in and to the Purchase Agreements set out on Schedule "A" hereto (collectively referred to herein as the "Assignment"). Assignee hereby accepts the Assignment and assumes and agrees to pay, fulfill, perform and otherwise discharge when due all of the duties, obligations, terms, provisions and covenants in connection therewith arising both prior, and subsequent, to the Closing Date. For greater certainty, the Assignee assumes all duties and obligations commensurate with being a registered "vendor" under the *Ontario New Home Warranties Plan Act*, R.S.O. 1990, c. O. 31 (the "Act") in connection with the Purchase Agreements, including, without limitation, in respect of the Puccini Claims.

2. Further Assurances. Each of the parties hereto shall cooperate with each other and Tarion, without any further consideration, to cause to be executed and delivered, all instruments, including instruments of conveyance, novations, assignment and transfer, and to make all filings with, and to obtain all consents, under any permit, license, agreement, indenture or other instrument or regulation, and to take all such other actions as any of the parties may reasonably request any other parties to take from time to time, consistent with the terms of this Agreement, in order to effectuate the provisions and purposes of this Agreement and the transactions contemplate thereby, including, without limitation, in respect of: (a) the Puccini

Claims; (b) the Purchase Agreements; (c) the Security; (d) the assignment by Assignor, and the assumption by Assignee, of the Purchase Agreements; and (e) the provision to Tarion of recourse, and access, to the Security in connection with the Puccini Claims.

4. Amendment; Waiver. This Agreement may not be modified, amended, supplemented, canceled or discharged, except by written instrument executed by all parties. No failure to exercise, and no delay in exercising, any right, power or privilege under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege hereunder preclude the exercise of any other right, power or privilege. No waiver of any breach of any provision shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision, nor shall any waiver be implied from any course of dealing between the parties. No extension of time for performance of any obligations or other acts hereunder or under any other agreement shall be deemed to be an extension of the time for performance of any other obligations or any other acts. The rights and remedies of the parties under this Agreement are in addition to all other rights and remedies, at law or equity, which they may have against each other.

5. Governing Law. This Agreement shall governed by, and interpreted, construed and determined in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to the conflicts of law principles thereof.

6. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither party hereto may assign any of its rights or liabilities hereunder without the prior written consent of the other party hereto.

7. Counterparts; Facsimile Transmission. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. One or more counterparts of this Agreement may be delivered by facsimile, with the intention that such delivery shall have the same effect as delivery of an original counterpart thereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the as of the day and year first above written.

SILVER STREAMS HOMES INC.

Per:
Title: CHIEF EXECUTIVE
I have authority to bind the Corporation.

SILVER STREAMS HOMES (PUCCINI) INC.

Per:
Title: CHIEF EXECUTIVE
I have authority to bind the Corporation.

SCHEDULE "E"

JOINDER AGREEMENT

JOINDER TO THE SETTLEMENT AGREEMENT

THIS JOINDER TO THE SETTLEMENT AGREEMENT (this "Joinder") is dated and effective as of the ___ day of ________, 2015, by ______________ (the "Joining Party").

RECITALS

A. Reference is made to that certain Settlement Agreement, entered into as of the ___ day of ________, 2015 (the "Settlement Agreement"), by and among Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., Tarion Warranty Corporation, 2148993 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario Inc., 2147650 Ontario Inc., 2148991 Ontario Inc., Imram Jinnah and each person executing a Joinder Agreement.

B. The Joining Party has agreed to become a party to the Settlement Agreement and duly execute and deliver this Joinder.

C. Any and all capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Settlement Agreement.

JOINDER

NOW, THEREFORE, for and in consideration of the recitals set forth above and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Effective as of the date of this Joinder, the Joining Party hereby acknowledges that the Joining Party has received and reviewed a copy of the Support Agreement, and hereby:

(a) acknowledges and agrees to:

(i) join in the execution of, and become a party to, the Settlement Agreement as a Party thereunder, as indicated with its signature below;

(ii) subject to subsection (iii) below, be bound by all agreements of the Parties under the Settlement Agreement with the same force and effect as if such Joining Party was a signatory to the Settlement Agreement and was expressly named as a party therein; and

(iii) assume all rights and interests and perform all applicable duties and obligations of the Parties under the Settlement Agreement other than those expressed therein to be solely the rights, interests, duties and obligations of the initial Parties; and

(b) confirms each representation and warranty of the Parties under the Support Agreement with the same force and effect as if such Joining Party was an initial signatory to the Settlement Agreement and was expressly named as a party therein.

2. Except as specifically amended by this Joinder, all of the terms and conditions of the Settlement Agreement shall remain in full force and effect as in effect prior to the date hereof.

5. This Joinder shall governed by, and interpreted, construed and determined in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to the conflicts of law principles thereof.

6. This Joinder constitutes the entire agreement in relation to the subject matter hereof and supercedes all prior agreements, proposals, discussions and representations, whether oral or written, relating thereto.

7. Any determination that any provision of this Joinder or any application hereof is invalid, illegal or unenforceable in any respect and in any instance shall not affect the validity, legality, or enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provisions of this Joinder.

8. This Joinder may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. One or more counterparts of this Joinder may be delivered by facsimile, with the intention that such delivery shall have the same effect as delivery of an original counterpart thereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Joining Party executed this Joinder as of the as of the day and year first above written.

Per: ______________________

Title: CHIEF EXECUTIVE

I have authority to bind the Corporation.

THIS IS **EXHIBIT "G"** REFERRED TO IN THE

AFFIDAVIT OF **IMRAN JINNAH**

SWORN BEFORE ME THIS 25th DAY OF MARCH, 2015

Court File No. 13-10362-00-CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

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

Applicants

AFFIDAVIT OF IMRAN JINNAH

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

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

2. The purpose of this affidavit is to advise the Applicants' service list (the "**Service List**") and the Court of a Settlement Agreement dated February 17, 2015, among Tarion Warranty Corporation ("**Tarion**"), the Applicants and myself (the "**Settlement Agreement**").

Background

3. The Applicants are affiliated companies owned by me. Silver Streams is a residential homebuilder in the Greater Toronto Area. As at the Filing Date (as defined below), Silver Streams was in the process of completing a project in Richmond Hill, Ontario referred to in these proceedings as the "**Puccini Project**". Title to the lands in Phases I, II and III of the Puccini Project are registered in the names of the numbered company Applicants. Title to the lands in Phase IV of the Puccini Project is registered in the name of a corporation affiliated with the Applicants which is not a party to these CCAA proceedings. Puccini was incorporated for the purpose of selling the homes in the Puccini Project.

4. On December 17, 2013 (the "**Filing Date**"), the Applicants obtained protection from their creditors under the *Companies' Creditors Arrangement Act* (the "**CCAA**") pursuant to the Initial Order. The Initial Order, among other things, appointed Grant Thornton Limited as Monitor of the Applicants in these proceedings. A copy of the Initial Order is attached hereto as **Exhibit "A"**.

Settlement Agreement

5. Tarion is a private corporation established in 1986 to protect the rights of new homebuyers and regulate new home builders. Tarion administers the *Ontario New Home Warranties Plan Act*, R.S.O. 1990, c. O. 31 (the "**Act**"), which outlines the warranty protection that new home purchasers are entitled to in Ontario.

6. The numbered company Applicants and Silver Streams are registered with Tarion under the Act (as such term is defined below) as vendors, builders or both, as such terms are defined in the Act. It was my understanding at all relevant times that Puccini was also registered with Tarion as a vendor and builder, which understanding was communicated to the Court and the Service List in my previous affidavits filed in these CCAA proceeding. A copy of my initial affidavit sworn December 11, 2013 without exhibits is attached hereto as **Exhibit "B"** (the "**Initial Affidavit**").

7. In connection with their registrations, the Applicants were required to and did provide letters of credit in the aggregate amount of $920,000 (the "**Letters of Credit**") and a cash deposit in the amount of $320,000 in favour of Tarion to secure the Applicants' obligations to Tarion under the (collectively, the "**Security**"). The Letters of Credit are secured by $920,000 in cash held on deposit at Bank of Montreal.

8. In or around September 2014, I learned, for the first time, that contrary to my previous understanding, Puccini was not in fact registered as a vendor under the Act contemporaneously or otherwise with the numbered company Applicants and Silver Streams.

9. On September 3, 2014, a summons was issued to Puccini pursuant to section 24 of the *Provincial Offences Act*, R.S.O. 1990, c. P. 33 under the Act (the "**POA Charge**"), which, among other things, charged Puccini with acting as a vendor of a new home without being properly registered under the Act.

10. Failure to register Puccini as a vendor under the Act was inadvertent. As described above, it was always the Applicants' intention that Puccini be a registered vendor under the Act and, at all

relevant times, I verily believed that Puccini was in fact a registrant under the Act. Accordingly, both prior and subsequent to the commencement of these CCAA proceedings, Puccini acted as a vendor under a number of agreements of purchase and sale in respect of new home sales.

11. It was always intended by the Applicants, and communicated to the Service List and the Court in these CCAA proceedings, that, in order to fulfill its mandate under the Act, Tarion would have recourse and access to the Security for the payment by Tarion of claims made by purchasers against the Applicants under the Act.

12. To remedy the issues raised by Puccini not being a properly registered vendor, the Applicants, Tarion and I agreed to enter into the Settlement Agreement, a copy of which is attached as **Exhibit "C"** hereto. To remedy the inadvertent defect of Puccini not being a properly registered vendor under the Act, pursuant to the Settlement Agreement, the Applicants agreed, among other things, that Puccini will assign to Silver Streams all of its rights, title, interest and obligations under the purchased agreements entered into by Puccini in its capacity as vendor.

13. The Settlement Agreement, once implemented, will restore Tarion and the Applicants to the position they would have been had Puccini been properly registered under the Act, consistent with the Applicants' intentions and previous representations in these CCAA proceedings.

14. The Settlement Agreement is supported by the Monitor and a group of private mortgage holders who, collectively, are the Applicants largest senior secured creditor.

15. The Settlement Agreement is conditional on, among other things, the Applicants advising the Service List and the Court of the terms of the Settlement Agreement and requesting that any person wishing to oppose or object to the execution, delivery or performance of the Settlement Agreement (the "**Objection**") serve notice of such Objection by no later than fourteen (14) calendar days from the date on which notice to the Service List of the Settlement Agreement is provided.

16. In the event that an Objection is not received within fourteen (14) calendar days from the date on which notice to the Service List of the Settlement Agreement is provided, the Applicants will perform the Settlement Agreement and take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the transactions contemplated thereby.

17. If an Objection is received by the Applicants, the Applicants shall on a date that is the later of: (i) ten (10) calendar days after an Objection is received; and (ii) the earliest date that the Court has available for a 9:30 a.m. scheduling appointment, attend before the Court to schedule a motion for an order approving the Settlement Agreement.

SWORN before me at the City of Toronto, Province of Ontario, this 26th day of February, 2015	))))))	Imran Jinnah
A Commissioner, Etc.		**Imran Jinnah**
MAYA POLIAK		

THIS IS **EXHIBIT "H"** REFERRED TO IN THE

AFFIDAVIT OF **IMRAN JINNAH**

SWORN BEFORE ME THIS 25th ~~DAY OF~~ MARCH, 2015

From: Emilio Bisceglia [ebisceglia@lawtoronto.com]
Sent: February 27, 2015 3:42 PM
To: Lynn Lee; Maya Poliak; 'Sonja Turajilich'
Subject: RE: In the matter of Silver Streams Homes Inc., et. el. (the "Applicants") - Objection

Importance: High

I am requesting further information before agreeing to this.

Can you provide a copy of

1) The charges

2) the disclosure in this matter

Please treat this e mail as an objection. We will consider withdrawing it once we receive and review the information

Emilio Bisceglia
Bisceglia & Associates Professional Corporation
Barristers-at-Law
Suite 200 - 7941 Jane Street
Concord, Ontario, L4K 4L6

Tel 905-695-5200
Dir 905-695-3100
Fax 905-695-5201

e-mail: ebisceglia@lawtoronto.com

From: Lynn Lee [mailto:Lynn@chaitons.com]
Sent: Thursday, February 26, 2015 11:11 AM
To: 'aslavens@torys.com'; 'sbomhof@torys.com'; Alexandra Lev-Farrell; Anna Esposito; Calvin Ho; Carrie Clynick; Christopher Lee; Daniel Sobel; David Goodman; Diane Winters; Emilio Bisceglia; Harvey G. Chaiton; Harvey Mandel; Ian Aversa; Jack Greenberg; James Joseph Walsh; James Klein; Jeffrey Long; Jeffrey Spiegelman; Jonathan Krieger; Kevin O'Hara; Leonard Finegold; Lillana Ferreira; Lynn Lee; Marco Drudi; Maria Ruberto; Maya Poliak; Richard Mazur; Sabrina Hussain; Sahar Zomorodi; Scott Crocco; Sonja Turajilich; Stephen Schwartz; Steven Graff; Tim Dunn
Subject: In the matter of Silver Streams Homes Inc., et. el. (the "Applicants")

Dear Sir/Madam,

Attached to this email please find an Affidavit of Imran Jinnah sworn February 26, 2015 (the "**Affidavit**"). The purpose of this email and the **Affidavit** is to advise the service list of a Settlement Agreement dated February 17, 2015 among, *inter alia*, Tarion Warranty Corporation ("**Tarion**") and the Applicants. A copy of the Settlement Agreement is attached as Exhibit C to the Affidavit.

For the reasons set out in the **Affidavit**, the Applicants do not intend to bring a motion for the approval of the Settlement Agreement unless an Objection (as defined in the Affidavit) is raised within f**ourteen (14) calendar day**s from the date of service of this Affidavit. If no Objection is received within the next 14 days, the Applicants will perform the

Settlement Agreement and take such additional steps and execute such additional documents as may be necessary for the completion of the transactions contemplated by the Settlement Agreement. 140

Yours truly,

Lynn Lee
Legal Assistant to Maya Poliak
Direct Tel: 416.218.1785
Direct Fax: 416.218.1844
Lynn@chaitons.com

5000 Yonge Street, 10 Floor, Toronto, Canada, M2N 7E9
www.chaitons.com

THIS IS **EXHIBIT "I"** REFERRED TO IN THE

AFFIDAVIT OF **IMRAN JINNAH**

SWORN BEFORE ME THIS 25th DAY OF MARCH, 2015

Lynn Lee

From: Kevin D. Toyne [ktoyne@btzlaw.ca]
Sent: March 05, 2015 4:52 PM
To: Maya Poliak; Stephen Schwartz; Slavens, Adam
Cc: Richard Diniz
Subject: RE: Tarion-Silver Streams - Settlement Agreement
Attachments: Tarion Silverstream Summons (x2).pdf

Maya,

Copies of the charges are attached. I am happy to make myself available to answer questions, but I am not able to release or authorize the release of Tarion disclosure outside of the prosecution.

Kevin D. Toyne
Brauti Thorning Zibarras LLP
151 Yonge Street, Suite 1800
Toronto, Ontario
M5C 2W7

Tel: 416.306.2961
Fax: 416.362.8410
E-mail: ktoyne@btzlaw.ca
Web: http://www.btzlaw.ca

From: Maya Poliak [mailto:Maya@chaitons.com]
Sent: Tuesday, March 03, 2015 4:13 PM
To: Stephen Schwartz; Kevin D. Toyne; Slavens, Adam
Cc: Richard Diniz
Subject: RE: Tarion-Silver Streams - Settlement Agreement

Mr. Toyne,

As you may be aware, pursuant to the terms of the Settlement Agreement, on February 26, 2015 our office gave notice to creditors of the Silver Streams companies of the Settlement Agreement and has asked that any party wishing to file an objection to the Agreement do so within fourteen days of the notice being served.

In response to the notice, a creditor of the Silver Streams group of companies requested that we provide copies of the charge and the Crown's disclosure in this matter. We are not sure if we have the full record of the disclosures in this proceeding. Can you please email or fax to my attention the Crown's disclosure in this proceeding so that we can deal with this objection as soon as possible and avoid the need to bring a motion before the Court to approve the Settlement Agreement.

Thank you for your assistance.

Maya Poliak
Lawyer | Chaitons LLP | T: 416.218.1161

THIS IS **EXHIBIT "J"** REFERRED TO IN THE

AFFIDAVIT OF **IMRAN JINNAH**

SWORN BEFORE ME THIS 25th DAY OF MARCH, 2015

____

Lynn Lee

From:	Maya Poliak
Sent:	March 06, 2015 9:26 AM
To:	Emilio Bisceglia; Lynn Lee; 'Sonja Turajilich'
Cc:	Stephen Schwartz
Subject:	RE: In the matter of Silver Streams Homes Inc., et. el. (the "Applicants") - Objection
Attachments:	RE: Tarion-Silver Streams - Settlement Agreement; image001.png
Categories:	Queued DM

Emilio, as set out in Tarion's counsel's email, Tarion's disclosures are not a matter of public record and Tarion has not authorized us to make public anything other than the charge. Tarion has however made their legal counsel, Kevin Toyne, available to answer any questions that Silver Streams creditors may have. Should you have any questions, please direct them to Mr. Toyne. His contact information is included in the email attached.

Please let me know if you have any questions.

Maya Poliak
Lawyer | Chaitons LLP | T: 416.218.1161

From: Emilio Bisceglia [mailto:ebisceglia@lawtoronto.com]
Sent: March-05-15 6:54 PM
To: Maya Poliak; Lynn Lee; 'Sonja Turajilich'
Cc: Stephen Schwartz
Subject: RE: In the matter of Silver Streams Homes Inc., et. el. (the "Applicants") - Objection

I am looking for the disclosure package

From: Maya Poliak [mailto:Maya@chaitons.com]
Sent: Thursday, March 05, 2015 3:55 PM
To: Emilio Bisceglia; Lynn Lee; 'Sonja Turajilich'
Cc: Stephen Schwartz
Subject: RE: In the matter of Silver Streams Homes Inc., et. el. (the "Applicants") - Objection

Emilio,

Attached please find a copy of the email response received from counsel for Tarion in response to our request for disclosures.

We trust this is satisfactory. Please let us know if you will be withdrawing your objection.

Maya Poliak
Lawyer | Chaitons LLP | T: 416.218.1161

From: Emilio Bisceglia [mailto:ebisceglia@lawtoronto.com]
Sent: February-27-15 3:42 PM
To: Lynn Lee; Maya Poliak; 'Sonja Turajilich'
Subject: RE: In the matter of Silver Streams Homes Inc., et. el. (the "Applicants") - Objection
Importance: High

I am requesting further information before agreeing to this.

Can you provide a copy of

1) The charges

2) the disclosure in this matter

Please treat this e mail as an objection. We will consider withdrawing it once we receive and review the information

Emilio Bisceglia
Bisceglia & Associates Professional Corporation
Barristers-at-Law
Suite 200 - 7941 Jane Street
Concord, Ontario, L4K 4L6

Tel 905-695-5200
Dir 905-695-3100
Fax 905-695-5201

e-mail: ebisceglia@lawtoronto.com

From: Lynn Lee [mailto:Lynn@chaitons.com]
Sent: Thursday, February 26, 2015 11:11 AM
To: 'aslavens@torys.com'; 'sbomhof@torys.com'; Alexandra Lev-Farrell; Anna Esposito; Calvin Ho; Carrie Clynick; Christopher Lee; Daniel Sobel; David Goodman; Diane Winters; Emilio Bisceglia; Harvey G. Chaiton; Harvey Mandel; Ian Aversa; Jack Greenberg; James Joseph Walsh; James Klein; Jeffrey Long; Jeffrey Spiegelman; Jonathan Krieger; Kevin O'Hara; Leonard Finegold; Lillana Ferreira; Lynn Lee; Marco Drudi; Maria Ruberto; Maya Poliak; Richard Mazur; Sabrina Hussain; Sahar Zomorodi; Scott Crocco; Sonja Turajilich; Stephen Schwartz; Steven Graff; Tim Dunn
Subject: In the matter of Silver Streams Homes Inc., et. el. (the "Applicants")

Dear Sir/Madam,

Attached to this email please find an Affidavit of Imran Jinnah sworn February 26, 2015 (the "**Affidavit**"). The purpose of this email and the **Affidavit** is to advise the service list of a Settlement Agreement dated February 17, 2015 among, *inter alia*, Tarion Warranty Corporation ("**Tarion**") and the Applicants. A copy of the Settlement Agreement is attached as Exhibit C to the Affidavit.

For the reasons set out in the Affidavit, the Applicants do not intend to bring a motion for the approval of the Settlement Agreement unless an Objection (as defined in the Affidavit) is raised within **fourteen (14) calendar days** from the date of service of this Affidavit. If no Objection is received within the next 14 days, the Applicants will perform the Settlement Agreement and take such additional steps and execute such additional documents as may be necessary for the completion of the transactions contemplated by the Settlement Agreement.

Yours truly,

Lynn Lee
Legal Assistant to Maya Poliak

Direct Tel: 416.218.1785
Direct Fax: 416.218.1844
Lynn@chaitons.com

5000 Yonge Street, 10 Floor, Toronto, Canada, M2N 7E9
www.chaitons.com

Chaitons LLP

Lynn Lee

From: Kevin D. Toyne [ktoyne@btzlaw.ca]
Sent: March 05, 2015 4:52 PM
To: Maya Poliak; Stephen Schwartz; Slavens, Adam
Cc: Richard Diniz
Subject: RE: Tarion-Silver Streams - Settlement Agreement
Attachments: Tarion Silverstream Summons (x2).pdf

Maya,

Copies of the charges are attached. I am happy to make myself available to answer questions, but I am not able to release or authorize the release of Tarion disclosure outside of the prosecution.

Kevin D. Toyne
Brauti Thorning Zibarras LLP
151 Yonge Street, Suite 1800
Toronto, Ontario
M5C 2W7

Tel: 416.306.2961
Fax: 416.362.8410
E-mail: ktoyne@btzlaw.ca
Web: http://www.btzlaw.ca

From: Maya Poliak [mailto:Maya@chaitons.com]
Sent: Tuesday, March 03, 2015 4:13 PM
To: Stephen Schwartz; Kevin D. Toyne; Slavens, Adam
Cc: Richard Diniz
Subject: RE: Tarion-Silver Streams - Settlement Agreement

Mr. Toyne,

As you may be aware, pursuant to the terms of the Settlement Agreement, on February 26, 2015 our office gave notice to creditors of the Silver Streams companies of the Settlement Agreement and has asked that any party wishing to file an objection to the Agreement do so within fourteen days of the notice being served.

In response to the notice, a creditor of the Silver Streams group of companies requested that we provide copies of the charge and the Crown's disclosure in this matter. We are not sure if we have the full record of the disclosures in this proceeding. Can you please email or fax to my attention the Crown's disclosure in this proceeding so that we can deal with this objection as soon as possible and avoid the need to bring a motion before the Court to approve the Settlement Agreement.

Thank you for your assistance.

Maya Poliak
Lawyer | Chaitons LLP | T: 416.218.1161

THIS IS **EXHIBIT "K"** REFERRED TO IN THE

AFFIDAVIT OF **IMRAN JINNAH**

SWORN BEFORE ME THIS 25th DAY OF MARCH, 2015

Lynn Lee

From: James Klein [jklein@kalaw.ca]
Sent: March 04, 2015 10:19 AM
To: Lynn Lee; aslavens@torys.com; sbomhof@torys.com; 'Alexandra Lev-Farrell'; 'Anna Esposito'; 'Calvin Ho'; 'Carrie Clynick'; 'Christopher Lee'; 'Daniel Sobel'; 'David Goodman'; 'Diane Winters'; 'Emilio Bisceglia'; Harvey G. Chaiton; 'Harvey Mandel'; 'Ian Aversa'; 'Jack Greenberg'; 'James Joseph Walsh'; 'Jeffrey Long'; 'Jeffrey Spiegelman'; 'Jonathan Krieger'; 'Kevin O'Hara'; 'Leonard Finegold'; 'Lillana Ferreira'; 'Marco Drudi'; 'Maria Ruberto'; Maya Poliak; 'Richard Mazur'; 'Sabrina Hussain'; 'Sahar Zomorodi'; 'Scott Crocco'; 'Sonja Turajilich'; Stephen Schwartz; 'Steven Graff'; 'Tim Dunn'
Subject: RE: In the matter of Silver Streams Homes Inc., et. el. (the "Applicants")
Attachments: image001.png; Letter March 4, 2015 and Objection.pdf

Categories: Queued DM

Please see letter and Objection.

James Klein
Klein & Associates Professional Corporation
Barristers & Solicitors
Suite 1101, 390 Bay Street
Toronto, Ontario M5H 2Y2

Tel: 416-366-9494, Ext. 225
Fax: 416-366-9442
jklein@kalaw.ca
www.kalaw.ca

From: Lynn Lee [mailto:Lynn@chaitons.com]
Sent: February-26-15 12:11 PM
To: 'aslavens@torys.com'; 'sbomhof@torys.com'; Alexandra Lev-Farrell; Anna Esposito; Calvin Ho; Carrie Clynick; Christopher Lee; Daniel Sobel; David Goodman; Diane Winters; Emilio Bisceglia; Harvey G. Chaiton; Harvey Mandel; Ian Aversa; Jack Greenberg; James Joseph Walsh; James Klein; Jeffrey Long; Jeffrey Spiegelman; Jonathan Krieger; Kevin O'Hara; Leonard Finegold; Lillana Ferreira; Lynn Lee; Marco Drudi; Maria Ruberto; Maya Poliak; Richard Mazur; Sabrina Hussain; Sahar Zomorodi; Scott Crocco; Sonja Turajilich; Stephen Schwartz; Steven Graff; Tim Dunn
Subject: In the matter of Silver Streams Homes Inc., et. el. (the "Applicants")

Dear Sir/Madam,

Attached to this email please find an Affidavit of Imran Jinnah sworn February 26, 2015 (the "**Affidavit**"). The purpose of this email and the Affidavit is to advise the service list of a Settlement Agreement dated February 17, 2015 among, *inter alia*, Tarion Warranty Corporation ("**Tarion**") and the Applicants. A copy of the Settlement Agreement is attached as Exhibit C to the Affidavit.

For the reasons set out in the Affidavit, the Applicants do not intend to bring a motion for the approval of the Settlement Agreement unless an Objection (as defined in the Affidavit) is raised within fourteen (14) calendar days from the date of service of this Affidavit. If no Objection is received within the next 14 days, the Applicants will perform the Settlement Agreement and take such additional steps and execute such additional documents as may be necessary for the completion of the transactions contemplated by the Settlement Agreement.

Yours truly,

Lynn Lee
Legal Assistant to Maya Poliak
Direct Tel: 416.218.1785
Direct Fax: 416.218.1844
Lynn@chaitons.com

5000 Yonge Street, 10 Floor, Toronto, Canada, M2N 7E9
www.chaitons.com

Chaitons LLP

KLEIN & ASSOCIATES
BARRISTERS AND SOLICITORS
PROFESSIONAL CORPORATION

T. 416.366.9494
F. 416.366.9442
jklein@kalaw.ca
www.kalaw.ca

March 4, 2015

Via e-mail

To: Service List

Re: Silver Streams Homes (Puccini) Inc.
Symphony Series Development, Richmond Hill
Our File No.: 13-1086

Please find attached an Objection to the proposed settlement on behalf of the Lien Claimants we represent, Medi Group Incorporated, Pilbro III Inc., Solo Electric Ltd., Pave Plumbing & Heating Inc., Foremont Drywall Inc., 1382479 Ontario Inc. 1382503 Ontario Inc. and 2203579 Ontario Inc. cob Foremont Drywall Contracting, E.D. Carpenters Ltd., Cardell Flooring Ltd., Canadian Concrete Forming Limited and 1865721 Ontario Inc. we object to the Settlement Agreement between the Tarion Warranty Corporation and Imran Jinnah, Silver Stream Homes Inc. ("Silver Streams"), Silver Streams Homes (Puccini) Inc., 2148993 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario Inc., 2147650 Ontario Inc.

Yours truly,

KLEIN & ASSOCIATES PROFESSIONAL CORPORATION

James Klein

James Klein
JK/la

OBJECTION

The Reasons for the Objection are as follows;

1. Security has been posted with Tarion totalling $1,240,000.00 which is cash of $320,000.00 plus cash held by BMO supporting Letters of Credit from BMO of an additional $920,000.00.

2. The security was posted in respect of registrations from 2147650, 2148991, 2148990, 2148993 and 2147681 ("Silver Stream Registrants").

3. Silver Streams Homes (Puccini) Inc. ("Puccini") was not registered as a builder or Vendor under the *Ontario New Homes Warranties Plan Act*. (the "Act").

4. Puccini was in fact the builder and Vendor of the homes in the Silver Stream project.

5. Tarion received no security in respect of Puccini a Non Registrant. The security Tarion holds is in respect of Silver Stream Registrants, none of whom were builders or vendors under the Act and against whom no claims under the guarantee fund are being made or can be made.

6. The claims against the guarantee fund are in respect of claims against the Non Registrant Puccini, and the Settlement Agreement seeks in essence to transfer the use of the security posted for the claims made as against Puccini. It seeks to do this by assigning the purchase and sale contracts entered into by Puccini and claims against Puccini as Vendor and builder to the Silver Stream Registrants and utilize the security it holds. Tarion, Imran Jinnah, the Silver Stream Registrants and Puccini should not be permitted to change their contractual arrangements to the detriment of the trades who have filed liens ("Lien claimants").

8. Tarion is not without a remedy as it has been deposed that the principal of the Silver Stream Registrants and of Puccini, Imran Jinnah has provided his personal guarantee for all claims against the guarantee fund.

9. The Settlement Agreement further relieves Imran Jinnah of his guarantee to Tarion and a charge laid under the section 24 of the *Provincial offences Act* if the security can be utilized as contemplated in the Settlement Agreement.

10. There is over $5,000,000.00 claimed as owing to the Private lenders and a further $3,500,000.00 of lien claims against the CCAA estate funds which approximate $4,500,000.00. There will be a priority dispute amongst these large secured claimants and a shortfall.

11. The security of cash should be released by Tarion to the CCAA estate to be distributed according to the priorities as they may be determined.

For these reasons the Lien Claimants object to the Settlement Agreement.

THIS IS **EXHIBIT "L"** REFERRED TO IN THE

AFFIDAVIT OF **IMRAN JINNAH**

SWORN BEFORE ME THIS 25th DAY OF MARCH, 2015

Lynn Lee

From: Jeffrey J. Long [jlong@kmlaw.ca]
Sent: March 06, 2015 11:27 AM
To: 'jklein@kalaw.ca'; Lynn Lee; aslavens@torys.com; sbomhof@torys.com; 'Alexandra Lev-Farrell'; 'Anna Esposito'; 'Calvin Ho'; 'Carrie Clynick'; 'Christopher Lee'; 'Daniel Sobel'; 'David Goodman'; 'Diane Winters'; 'Emilio Bisceglia'; Harvey G. Chaiton; 'Harvey Mandel'; 'Ian Aversa'; 'Jack Greenberg'; 'James Joseph Walsh'; 'Jeffrey Spiegelman'; 'Jonathan Krieger'; 'Kevin O'Hara'; 'Leonard Finegold'; 'Lillana Ferreira'; 'Marco Drudi'; 'Maria Ruberto'; Maya Poliak; 'Richard Mazur'; 'Sabrina Hussain'; 'Sahar Zomorodi'; 'Scott Crocco'; 'Sonja Turajilich'; Stephen Schwartz; 'Steven Graff'; 'Tim Dunn'
Subject: RE: In the matter of Silver Streams Homes Inc., et. el. (the "Applicants")
Attachments: image001.png

Categories: Queued DM

To All,

My client, Con-Drain, adopts the grounds for Objection as set out in Mr. Klein's below noted letter. Please accept this email as Con-Drain's written Objection to the proposed Settlement with Tarion.

Jeffrey

From: James Klein [mailto:jklein@kalaw.ca]
Sent: March-04-15 10:19 AM
To: 'Lynn Lee'; aslavens@torys.com; sbomhof@torys.com; 'Alexandra Lev-Farrell'; 'Anna Esposito'; 'Calvin Ho'; 'Carrie Clynick'; 'Christopher Lee'; 'Daniel Sobel'; 'David Goodman'; 'Diane Winters'; 'Emilio Bisceglia'; 'Harvey G. Chaiton'; 'Harvey Mandel'; 'Ian Aversa'; 'Jack Greenberg'; 'James Joseph Walsh'; Jeffrey J. Long; 'Jeffrey Spiegelman'; 'Jonathan Krieger'; 'Kevin O'Hara'; 'Leonard Finegold'; 'Lillana Ferreira'; 'Marco Drudi'; 'Maria Ruberto'; 'Maya Poliak'; 'Richard Mazur'; 'Sabrina Hussain'; 'Sahar Zomorodi'; 'Scott Crocco'; 'Sonja Turajilich'; 'Stephen Schwartz'; 'Steven Graff'; 'Tim Dunn'
Subject: RE: In the matter of Silver Streams Homes Inc., et. el. (the "Applicants")

Please see letter and Objection.

James Klein
Klein & Associates Professional Corporation
Barristers & Solicitors
Suite 1101, 390 Bay Street
Toronto, Ontario M5H 2Y2

Tel: 416-366-9494, Ext. 225
Fax: 416-366-9442
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Yours truly,

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Direct Fax: 416.218.1844
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Chaitons LLP