

**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.**

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**MOTION RECORD
(Returnable January 30, 2017)**

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TO: THE SERVICE LIST

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TAB 1

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Applicants

NOTICE OF MOTION
(Returnable January 30, 2017)

THE APPLICANTS will make a motion to a Judge of the Commercial List on Monday, January 30, 2017 at 10:00 a.m., or as soon after that time as the motion can be heard, at 330 University Avenue, Toronto, Ontario.

PROPOSED METHOD OF HEARING: The motion is to be heard orally.

THE MOTION IS FOR: an order:

1. abridging and validating the time for service of the Applicant's Notice of Motion, Motion Record and the Twelfth Report (the "**Twelfth Report**") of Grant Thornton Limited ("**GTL**") in its capacity as the Monitor of the Applicants (the "**Monitor**");
2. directing the Monitor to transfer the Con-Drain Holdback (as defined in the Order of the Honourable Mr. Justice Wilton-Siegel dated November 29, 2016 (the "**November 29 Order**") to Chaitons LLP in trust, on the terms provided in the November 29 Order;
3. directing Tarion Warranty Corporation ("**Tarion**") to distribute the residual cash collateral securing the Applicants' obligations under the Tarion LCs (as defined below) to Jack Greenberg in Trust subject to the determination of the Cost Award Priority Issue (as also defined below);

4. approving the Twelfth Report and the activities described therein;
5. approving the fees and disbursements of the Monitor and its legal counsel as described in the Twelfth Report, inclusive of the fee accrual described therein;
6. approving the Monitor's final statement of the Applicants' receipts and disbursements;
7. terminating any and all reimbursement agreement entered into between the Monitor and any of the Applicants' mortgagees during the term of this CCAA proceeding (the "**Reimbursement Agreements**"); and
8. terminating this CCAA proceeding, discharging the Monitor and releasing GTL from liability;
9. granting such relief as the Applicants and the Monitor deem necessary and the Court deems just to assist in the resolution of the issues identified herein with respect to the Tarion LCs; and
10. granting such further and other relief as this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

Background

1. On December 17, 2013, the Applicants obtained protection from their creditors under the *Companies' Creditors Arrangement Act* ("**CCAA**") pursuant to the Order of the Honourable Mr. Justice Newbould (the "**Initial Order**").
2. The Applicants are affiliated Ontario corporations owned by Imran Jinnah ("**Jinnah**").
3. Silver Streams Homes Inc. ("**Silver Streams**") is a residential homebuilder in the Greater Toronto Area. As at the Filing Date, Silver Streams was in the process of completing a project located at Bathurst Street and King Road in Richmond Hill, Ontario (the "**Puccini Project**"). Silver Streams Homes (Puccini) Inc. ("**Puccini**") was incorporated for the purpose of selling the homes in the Puccini Project.

4. The Puccini Project was being built in four phases. Title to the lands in Phases I, II and III are in the names of the Applicants, which are numbered companies. Title to the Phase IV lands is in the name of 2148991 Ontario Inc., a non-debtor in these proceedings. Construction of Phase IV did not commence prior to the commencement of these proceedings. Since the commencement of these proceedings, the Phase IV lands have been sold under power of sale.
5. The Initial Order appointed Grant Thornton Limited as Monitor of the Applicants in these proceedings and approved a stay of proceedings as against the Applicants until January 16, 2014 or such later date as the Court may order. The stay of proceedings has been extended by previous orders of this Court to November 30, 2016.

Puccini Homes

6. At the time of the CCAA filing, 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 purpose of these CCAA proceedings was to complete and/or 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.
7. All of the Puccini Homes have now been sold in this proceeding with the approval of the Court.

The Claims Process and Arbitration

8. On January 16, 2014, this Court granted, among other things, an order (the “**Claims Process Order**”) approving a claims process for the purpose of determining the validity, quantum and priority of secured claims against the Applicants’ Property (as defined in the Claims Process Order) (the “**Claims Process**”).
9. The Applicants’ secured creditors who filed proofs of their secured claims in the Claims Process can be categorized as follows:

- (a) senior mortgage holders, which were Bank of Montreal (“**BMO**”), Home Trust Company and Foremost Mortgage Holding Corporation;
 - (b) Canada Revenue Agency (“**CRA**”);
 - (c) private lenders who provided financing to the Puccini Project and which financing was secured, *inter alia*, by mortgages registered against title to the Puccini Homes and/or is secured over certain of the Applicants’ personal property, subordinate to the senior mortgage holders (the “**Private Lenders**”). The total principal amount outstanding under these loans is approximately \$11.96 million; and
 - (d) trades who provided services to the Puccini Project and registered claims for lien under the *Construction Lien Act* (Ontario) (the “**Lien Claimants**”). The total amount of the liens as at the Filing Date was approximately \$3.5 million.
10. The Applicants’ loans to their senior mortgage holders were paid in full from the proceeds of the Puccini Homes, subject to the Reimbursement Agreements by February 2015.
11. In addition, the Applicants settled CRA’s secured claims against them with the approval of the Court.
12. The net proceeds from the sale of the Puccini Homes, following payment of the senior secured mortgage holders’ claims and certain other settled claims were subject to a priority dispute between the Private Lenders and the Lien Claimants.
13. On January 8, 2015, the Court granted, among other things, an order (the “**Reference Order**”), among other things, referring the determination of the priority dispute between the Private Lenders and the Lien Claimants to an arbitration (the “**Arbitration**”). The Arbitration was scheduled to commence in July 2016.
14. On the eve of the Arbitration, the Lien Claimants and the Private Lenders agreed to a settlement of the priority dispute on the following terms:

- (a) \$717,938.52 payable to the Lien Claimants in priority to all other secured creditors; and
 - (b) the balance payable to the Private Lenders.
- 15. The Arbitration is now complete subject to the resolution of an issue with BMO's costs of participating in the Arbitration, described in greater detail in the Affidavit of Imran Jinnah sworn January 25, 2017 (the "**Jinnah Affidavit**"). The issue of BMO's costs will be dealt with outside of the CCAA proceedings and the funds will be distributed pursuant to the Order of Justice Wilton-Siegel dated November 7, 2016.
- 16. On November 29, 2017, this Court issued an order (the "**November 29 Order**") authorizing, among other things:
 - (a) a distribution of the proceeds from the sale of the Puccini Homes to the Lien Claimants in accordance with the Arbitrator's award; and
 - (b) an interim distribution of the proceeds from the sale of the Puccini Homes to the Private Lenders subject to a reserve by the Monitor for the satisfaction of the professional fees of the Applicants' counsel, the Monitor and the Monitor's counsel incurred to that date and to be incurred from that date to the completion of these CCAA proceedings and certain other holdbacks described in the November 29 Order.
- 17. Subject to the reserve and holdbacks referenced in the November 29 Order, the balance of the proceeds from the sale of the Puccini Homes have been distributed in accordance with the terms of the November 29 Order.

Con-Drain

- 18. Litigation was previously commenced by Con-Drain Company (1983) Limited ("**Con-Drain**") against, amongst others, the Applicants, which litigation, at its core, now amounts to a priority dispute between Con-Drain and the Private Lenders for certain of the net proceeds from the sale of the Puccini Homes.

19. Pursuant to the terms of the November 29 Order, the Monitor was to holdback \$283,000.00 (the “**Con-Drain Holdback**”) from the net proceeds from the sale of the final Puccini Home otherwise available for distribution to the Private Mortgagees, and was to hold the Con-Drain Holdback in trust until the earliest of the final resolution of the Con-Drain Motion (as defined in the November 29 Order) (the “**Final Resolution**”) or January 31, 2017 (the “**Final Resolution Deadline**”). The Applicants take no position on the Con-Drain Motion.
20. Pursuant to the terms of the November 29 Order, if the issues raised in the Con-Drain Motion were not finally determined prior to the Final Resolution Deadline, the Monitor was to release the Con-Drain Holdback to Chaitons, to be held by Chaitons in trust pending the Final Resolution, on the terms and conditions provided in the November 29 Order.
21. A Final Resolution has not been achieved as at the date of this Notice of Motion. As the Final Resolution Deadline is scheduled to occur after it is proposed that this CCAA proceeding terminate, the Applicants request that the Monitor now be directed to transfer the Con-Drain Holdback to Chaitons, in trust, on the terms provided in the November 29 Order.

Tarion LCs

22. The Applicants collectively carried on business as builders and vendors of the Puccini Project. As required under the *Ontario New Home Warranties Plan Act*, R.S.O. 1990, c. O.31 (the “**Warranties Act**”), registrations were filed with Tarion Warranty Corporation (“**Tarion**”) in connection with the Puccini Project.
23. In connection with their registrations under the *Warranties Act*, Silver Streams and the numbered company Applicants provided security in favour of Tarion in the aggregate amount of \$920,000 by way of the letters of credit issued by BMO (the “**Tarion LCs**”). The Tarion LCs were provided to Tarion to secure the Applicants’ obligations to Tarion for deposit claims and warranty claims by purchasers of homes in Phases I, II and III of the Puccini Project.

24. In the summer of 2014, the Applicants learned for the first time that the Applicants' registrations under the *Warranties Act* did not extend to Puccini. Puccini acted as vendor on the majority of the transactions for the sale of the homes in the Puccini Project. As a consequence of the fact that Puccini was not a Tarion registrant, Tarion could not access the cash collateral underlying the Tarion LCs in connection with Tarion's claims against Puccini.
25. Pursuant to an order of the Court dated September 25, 2015 (the "**Settlement Agreement Order**"), the Honourable Justice Wilton-Siegel dismissed the Applicants request for an order: (i) declaring that they have the requisite authority, without the approval of the Court, to enter into the settlement agreement with Tarion regarding, amongst other things, the consequences of Puccini not being registered with Tarion as a vendor (collectively, the "**Settlement Agreement**"); or, in the alternative (ii) approving the Settlement Agreement (the "**Tarion Motion**").
26. On October 19, 2015, the Applicants sought leave to appeal the decision of Justice Wilton-Siegel. On February 26, 2016, the Court of Appeal dismissed the motion for leave to appeal.
27. Tarion advised the Applicants that it has claims against the numbered company Applicants and Silver Streams in their capacity as registrants. Approximately \$550,000 has been drawn down by Tarion from two of the Tarion LCs since December 2015.
28. The balance of the Tarion LCs are set to expire this year. The Applicants advised BMO and Tarion that they will not be renewing the Tarion LCs.
29. As described in greater detail in the Jinnah Affidavit, Tarion and the Applicants have engaged in the review of Tarion's claims in respect of the homes sold by the Applicants and their affiliates. The issue of Tarion's claims against the Tarion LCs will be determined on a motion between Tarion and the Private Lenders following the termination of this CCAA proceeding.

Distribution to Private Lenders

30. As at the date of this CCAA proceeding, the Applicants were indebted to the Private Lenders in the approximate amount of \$11.96 million. The Private Lenders are expected to suffer a substantial shortfall on their loans to the Applicants.
31. The cash collateral securing the Applicants obligations under the LCs was provided by the numbered company Applicants. As described in the Monitor's Twelfth Report, the Monitor has reviewed the security granted by the numbered company Applicants in favour of the Private Lenders and has confirmed, subject to the usual assumptions and qualifications of an opinion of such nature, that Jack Greenberg, in Trust, has a perfected security interest in the residual interest of the numbered company Applicants to the cash collateral / cash deposits outlined in the assignment agreement dated May 5, 2011. The cash collateral described in the Assignment Agreement includes proceeds from the Tarion LCs.
32. Mr. Greenberg is the representative of the Private Lenders.
33. The Applicants seek an order of the Court directing the distribution by Tarion of any residual cash collateral securing the Tarion LCs to Jack Greenberg in Trust pending the resolution of the Cost Award Priority Issue that is defined and described below.

Lien Claimant's Costs

34. The Lien Claimants sought to recover their legal costs incurred in connection with the Tarion Motion. On January 13, 2017, Justice Wilton-Siegel issued an Endorsement granting the Lien Claimants costs in the total amount of \$35,000 payable from the residual balance of the Tarion LCs.
35. The Applicants understand that the Private Lenders intend to take the position that the Lien Claimants cost award should rank behind the Private Lenders' secured interest in the cash collateral securing the Tarion LCs (the "**Cost Award Priority Issue**"). The Cost Award Priority Issue will be determined by the Lien Claimants, the Private Lenders and

Tarion at the same time as the balance of the outstanding issues pertaining to Tarion's LCs.

Termination of the CCAA Proceeding

36. The CCAA proceeding is at an end, pending the resolution of the Tarion LCs issues identified above, which will be settled outside of this proceeding. Accordingly, the Applicants seek an order terminating this CCAA proceeding and discharging the Monitor and releasing GTL from liability.
37. The Applicants also rely upon the following:
 - (a) Section 11.02 and other provisions of the CCAA and the inherent and equitable jurisdiction of this Court;
 - (b) Rules 2.03, 3.02 and 37 of the *Rules of Civil Procedure* R.R.O. 1990, Reg. 194, as amended; and
 - (c) Such further and other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

1. The Affidavit of Imran Jinnah, sworn January 25, 2017;
2. The Monitor's Twelfth Report to the Court, to be filed; and
3. Such other material as counsel may advise and this Honourable Court may permit.

January 26, 2017

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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.

the Applicants

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

**ONTARIO
SUPERIOR COURT OF ONTARIO
IN BANKRUPTCY**

Proceedings commenced at TORONTO

**NOTICE OF MOTION
(Motion Returnable January 30, 2017)**

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TAB 2

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

17

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 depose 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 the Applicants' motion for an order:

(a) directing the Monitor to transfer the Con-Drain Holdback (as defined in the Order of the Honourable Justice Wilton-Siegel dated November 29, 2016 (the "**November 29 Order**")) to Chaitons LLP ("**Chaitons**") in trust, on the terms provided in the November 29 Order;

(b) directing Tarion Warranty Corporation ("**Tarion**") to distribute the balance of the cash collateral securing the Applicants' obligations under the Tarion LCs (as defined below) residual cash collateral to Jack Greenberg in Trust for the Private Lenders (as defined below) subject to the determination of the Cost Award Priority Issue (as also defined below);

- (c) approving the Twelfth Report (the “**Twelfth Report**”) of Grant Thornton Limited, in its capacity as Court-appointed Monitor of the Applicants (the “**Monitor**”), and the activities described therein;
- (d) approving the fees and disbursements of the Monitor and its legal counsel as described in the Twelfth Report;
- (e) approving the Monitor’s final statement of the Applicants’ receipts and disbursements, inclusive of the fee accrual described therein;
- (f) terminating the reimbursement agreements between Bank of Montreal (“**BMO**”), Home Trust Company (“**Home Trust**”) and Foremost Mortgage Holding Corporation (“**Foremost**”) and the Monitor;
- (g) granting such relief as the Applicants and the Monitor deem necessary and the Court deems just to assist in the resolution of the issues identified herein with respect to the Tarion LCs (as defined below); and
- (h) terminating this CCAA proceeding and discharging the Monitor and releasing Grant Thornton Limited (“**GTL**”) from any and all liability that GTL has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of GTL while acting in its capacity as the Monitor.

BACKGROUND AND CCAA PROCEEDINGS

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**”. The Puccini Project was comprised of four phases. With the exception of ten homes in various stages of completion, the construction of Phase I, II and III homes was substantially completed as at the Filing Date.

4. The construction of Phase IV was not commenced prior to the commencement of the CCAA proceedings. Since the commencement of these CCAA proceedings, the Phase IV lands have been sold under power of sale.
5. Title to the lands in Phases I, II and III was registered in the names of the numbered company Applicants. Puccini was incorporated for the purpose of selling the homes in the Puccini Project.
6. On December 17, 2013 (the “**Filing Date**”), the Applicants obtained protection from their creditors under the *Companies’ Creditors Arrangement Act* (“**CCAA**”) pursuant to the Initial Order. A copy of the Initial Order is attached hereto as **Exhibit “A”**.
7. The Initial Order appointed GTL as Monitor of the Applicants in these proceedings. Pursuant to paragraph 17(k) of the Initial Order, the Monitor was directed and empowered to exercise control over the receipts, disbursements and bank accounts of the Applicants and to receive and collect all monies and accounts of the Applicants in respect of the Applicants’ property.
8. The Initial Order also granted a stay of proceedings as against the Applicants until and including January 16, 2014 or such later date as the Court may order. The stay of proceedings has been extended by previous orders of this Court to January 30, 2017.

PUCCINI HOMES

9. At the time of the CCAA filing, there were 10 remaining homes in Phases II and III of the Puccini Project that were in various stages of completion (the “**Puccini Homes**”).
10. As was described in my affidavits previously filed in these proceedings, 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 the claims of the Applicants’ creditors in the priority to be determined by the Court.
11. All of the Puccini Homes have now been sold by the Applicants with the approval of the Court.

THE CLAIMS PROCESS AND ARBITRATION

12. On January 16, 2014, this Court granted, among other things, an order (the “**Claims Process Order**”) approving a claims process for the purpose of determining the validity, quantum and priority of secured claims against the Applicants’ Property (as defined in the Claims Process Order) (the “**Claims Process**”).

13. Pursuant to the Claims Process Order, the Claims Process was administered by the Monitor with the assistance of the Vetting Committee (as defined in the Claims Process Order). The Claims Process Order established a claims filing deadline of 5:00 pm on February 14, 2014.

14. The Applicants’ secured creditors who filed proofs of their secured claims in the Claims Process can be categorized as follows:

- (a) senior mortgage holders, which were BMO, Home Trust and Foremost;
- (b) Canada Revenue Agency (“**CRA**”);
- (c) private lenders who provided financing to the Puccini Project and which financing was secured, *inter alia*, by mortgages registered against title to the Puccini Homes and/or is secured over certain of the Applicants’ personal property, subordinate to the senior mortgage holders (the “**Private Lenders**”). The total principal amount outstanding under these loans is approximately \$11.96 million; and
- (d) trades who provided services to the Puccini Project and registered claims for lien under the *Construction Lien Act* (Ontario) (the “**Lien Claimants**”). The total amount of the liens as at the Filing Date was approximately \$3.5 million.

15. As described in greater detail in my previous affidavits filed with this Court, subject to the issue of BMO’s costs of participating in the Arbitration (described in detail below), the Applicants’ loans to the senior mortgage holders were paid in full by February 2015, subject to reimbursement agreements between these lenders and the Monitor. In addition, the Applicants settled CRA’s secured claims against the Applicants with the approval of the Court.

16. The net proceeds from the sale of the Puccini Homes, following payment of the senior secured mortgage holders' claims and certain other settled claims were subject to a priority dispute between the Private Lenders and the Lien Claimants.

17. On January 8, 2015, the Court granted, an order (the "**Reference Order**"), which, among other things, referred the determination of the priority dispute between the Private Lenders and the Lien Claimants to an arbitration (the "**Arbitration**").

18. Duncan Glaholt was appointed arbitrator by the Court with respect to the Arbitration. The Arbitration was scheduled to commence in July 2016.

19. I am advised by Stephen Schwartz ("**Schwartz**"), a lawyer with Chaitons LLP ("**Chaitons**"), counsel for the Applicants in this proceeding, that on the eve of the Arbitration, the Lien Claimants and the Private Lenders agreed to a settlement of the priority dispute on the following terms:

- (a) \$717,938.52 payable to the Lien Claimants in priority to all other secured creditors;
and
- (b) the balance payable to the Private Lenders.

20. On August 11, 2016, the Arbitrator issued reasons for a Partial Award/Report reflecting the terms of the settlement. A copy of the Partial Award/Report is attached hereto as **Exhibit "B"**.

21. I understand that prior to rendering the Partial Award/Report, the Arbitrator was advised that counsel for BMO would like to make cost submissions for costs incurred by BMO in participation in the Arbitration.

22. BMO submitted a Bill of Cost of \$426,125.72 for its costs of the Arbitration. On September 28, 2016, the Arbitrator issued its Reasons wherein the Arbitrator awarded costs to BMO in the total amount of \$50,000 with respect to the Arbitration, to be paid from the proceeds of the sale of the Puccini Homes held by the Monitor in its trust account. Copies of the Arbitrator Reasons dated September 28, 2016 and Final Award/Report dated October 4, 2016 (the "**Final Award**") are attached hereto as **Exhibits "C" and "D"**.

23. I am advised by Schwartz that BMO has brought a motion (the “**BMO Motion**”) opposing the confirmation of the Final Award in these CCAA proceedings and a distribution to the Private Lenders pending the hearing of the BMO Motion and has also filed a Notice of Appeal to the Divisional Court from the Final Award.

24. With respect to the BMO Motion, I am also advised by Schwartz that, pursuant to an Order dated November 7, 2016 (the “**November 7 Order**”), this Court confirmed the Final Award subject to the following exceptions:

- (a) the issue of the costs fixed by the Arbitrator will be argued by BMO and the Private Lenders on a date to be scheduled with the involvement of counsel (the “**Cost Motion**”);
- (b) \$456,125.72 shall be paid by the Monitor into the trust account of Agueci, Calabretta, BMO’s counsel (“**Agueci**”), to be held in escrow pending the outcome of the Cost Motion and/or any appeal of any order made at the Cost Motion;
- (c) Agueci shall pay to BMO the costs as determined by the Court upon final order and shall remit the balance to Jack Greenberg, in trust;
- (d) upon receipt of the \$456,125.72 from the Monitor, BMO will discharge all of its security on 18 Rossini; and
- (e) the issue regarding the priorities as between BMO and the Private Lenders referred to in paragraph 4(c) of the Final Award will be argued on a new motion date.

A copy of the November 7 Order is attached hereto as **Exhibit “E”**.

25. I am advised by Schwartz that the BMO Motion has not yet been determined by the Court.

26. On November 29, 2017, this Court issued the November 29 Order authorizing, among other things:

- (a) a distribution of the proceeds from the sale of the Puccini Homes to the Lien Claimants in accordance with the Final Award;
- (b) a distribution in the amount of \$456,125.72 to Agueci pursuant to the terms of the November 7 Order; and
- (c) an interim distribution of the proceeds from the sale of the Puccini Homes to the Private Lenders subject to a reserve by the Monitor for the satisfaction of the professional fees of the Applicants' counsel, the Monitor and the Monitor's counsel incurred to that date and to be incurred from that date to the completion of these CCAA proceedings and certain other holdbacks described in the November 29 Order.

27. I am advised by Schwartz that since the issuance of the November 29 Order, subject to the reserve and holdbacks referenced in the November 29 Order, the balance of the proceeds from the sale of the Puccini Homes have been distributed in accordance with the terms of the November 29 Order.

TARION LCs

28. The Applicants collectively carried on business as builders and vendors of the Puccini Project. As required under the *Ontario New Home Warranties Plan Act*, R.S.O. 1990, c. O.31 (the "*Warranties Act*"), registrations were filed with Tarion Warranty Corp. ("**Tarion**") in connection with the Puccini Project.

29. In connection with their registrations under the *Warranties Act*, Silver Streams and the numbered company Applicants provided security in favour of Tarion in the aggregate amount of \$920,000 by way of Letters of Credit issued by BMO (the "**Tarion LCs**"). The Tarion LCs were provided to Tarion to secure the Applicants' obligations to Tarion for deposit claims and warranty claims by purchasers of homes in Phases I, II and III of the Puccini Project.

30. As set out in detail in my previous affidavits filed with the Court, in the summer of 2014, contrary to my previous understanding, I learned for the first time that the Applicants' registrations

under the *Warranties Act*, did not extend to Puccini. Puccini acted as vendor on the majority of the transactions for the sale of the homes in the Puccini Project. As a consequence of the fact that Puccini was not a Tarion registrant, Tarion advised that it could not access the cash collateral underlying the Tarion LCs in connection with Tarion's claims against Puccini.

31. To remedy the issues raised by Puccini not being a properly registered vendor, I, on behalf of myself and the Applicants, entered into a settlement agreement with Tarion 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 (the "**Settlement Agreement**").

32. A number of the Lien Claimants objected to the Settlement Agreement. On June 25, 2015, the Applicants brought a motion for an order: (a) declaring that the Applicants have the requisite authority to enter into the Settlement Agreement; or, in the alternative (b) approving the Settlement Agreement (the "**Tarion Motion**"). By reasons dated September 25, 2015, the Honourable Mr. Justice Wilton-Siegel dismissed the Applicants' motion in its entirety.

33. On October 19, 2015, the Applicants sought leave to appeal the decision of Justice Wilton-Siegel. On February 26, 2016, the Court of Appeal dismissed the motion for leave to appeal.

34. I am advised by Schwartz that Tarion has taken a position that it has claims against the numbered company Applicants and Silver Streams in their capacity as registrants. Approximately \$220,000 has been drawn down by Tarion from on the of Tarion LCs commencing on December 9, 2015 to date in satisfaction of these claims. Copies of the draws made by Tarion against the Tarion LCs are collectively attached hereto as **Exhibit "F"**.

35. As at the date of the Applicants' last appearance before the Court the following Tarion LCs remained outstanding:

LC No.	Amount Outstanding
241737OS	\$270,000
313560	\$400,000
365621	\$250,000

36. The Applicants advised BMO and Tarion that they will not be renewing the Tarion LCs. LC number 2417370S expired in early January 2017 and the balance of the Tarion LCs are set to expire later this year. I am advised by Schwartz that in January 2017 Tarion drew down the full amount of the expired LC number 2417370S. I am also advised by Schwartz that the proceeds from the Tarion LCs drawn down by Tarion to date are being held by Tarion in a segregated trust account.

37. On January 11, 2017, Adam Slavens (“**Slavens**”), counsel for Tarion, provided to Chaitons a spreadsheet prepared by Tarion in support of the draws made by Tarion against the Tarion LCs between December 2015 and December 2016. A copy of this spreadsheet is attached hereto as **Exhibit “G”**.

38. I reviewed this spreadsheet with the assistance of Chaitons and noted that in the majority of the cases the vendor listed by Tarion on their spreadsheet was not actually the vendor reflected on the agreements of purchase and sale.

39. Based on the agreements of purchase and sale in respect of the homes referenced in the Tarion spreadsheet, Chaitons revised Tarion’s spreadsheet to reflect the actual vendors of the homes. A copy of the revised spreadsheet is attached hereto as **Exhibit “H”**.

40. As is demonstrated in the revised spreadsheet, as at the date of this Affidavit, it appears that Tarion has claims only against four homes where a registrant under the *Warranties Act* acted as vendor in the total amount of \$19,853.16:

D & I Developments Inc.	\$	1,130.00
93 Pine Hollow Cres., VAUGHAN, ON L6A 2L5	\$	1,130.00
Silver Streams Homes Inc.	\$	18,723.16
50 Rossini Dr., RICHMOND HILL, ON L4E 2Z2	\$	7,056.58
60 Puccini Dr., RICHMOND HILL, ON L4E 0R5	\$	8,071.00
68 Puccini Dr., RICHMOND HILL, ON L4E 0R5	\$	3,595.58
Grand Total	\$	19,853.16

41. Tarion’s warranty protection for structural defects in respect of new homes extends for a period of seven years from the date that a certificate of completion is delivered by the vendor to the purchaser. Accordingly, Tarion may have future claims against homes sold in the Puccini Project

where Puccini did not act as vendor.

42. On January 20, 2017, Slavens provided to Maya Poliak ("**Poliak**"), a lawyer with Chaitons, spreadsheet which lists all homes sold by the Applicants and their affiliates, where the warranty period under the *Warranties Act* continues to run. A copy of the email from Slavens together with the spreadsheet is attached hereto as **Exhibit "I"**.

43. I reviewed this spreadsheet with the assistance of Chaitons and again noted that in the majority of the cases the vendor listed by Tarion on their spreadsheet was not actually the vendor reflected on the agreement of purchase and sale.

44. Based on the agreements of purchase and sale in respect of the homes referenced in the Tarion spreadsheet, Chaitons revised the spreadsheet to reflect the actual vendors of the homes. A copy of the revised spreadsheet is attached hereto as **Exhibit "J"**. Copies of the agreements of purchase and sale in respect of each of these homes are collectively attached hereto as **Exhibit "K"**.¹

45. Based on the information provided by Tarion and the agreements of purchase and sale, it appears that Tarion has continuing warranty claims in respect of the following homes:

Address and Vendor	Years of Warranty Remaining
D & I Developments Inc.	
101 Pine Hollow Cres., VAUGHAN, ON, L6A 2L5, CAN	2.88
105 Pine Hollow Cres., MAPLE, ON, L6A 2L5, CAN	2.9
93 Pine Hollow Cres., VAUGHAN, ON, L6A 2L5, CAN	2.93
97 Pine Hollow Cres., VAUGHAN, ON, L6A 2L5, CAN	2.95
Silver Streams Homes Inc.	
11 Pavarotti St., RICHMOND HILL, ON, L4E 0R5, CAN	0.61
24 Rossini Dr., RICHMOND HILL, ON, L4E0R5, CAN	0.59
28 Rossini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	0.59
29 Rossini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	0.67
30 Rossini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	0.59
37 Rossini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	0.61
39 Rossini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	0.63

¹ I have not provided agreements of purchase and sale for the homes listed on Tarion's spreadsheet where the warranty period has expired. In addition, the spreadsheet makes reference to properties located at 12 and 13 Bridlewood. These homes were never constructed by the Applicants.

41 Rossini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	0.84
43 Rossini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	0.58
50 Rossini Dr., RICHMOND HILL, ON, L4E 2Z2, CAN	4.81
56 Puccini Dr., RICHMOND HILL, ON, L4E 0R6, CAN	2.09
6 Pavarotti St., RICHMOND HILL, ON, L4E0R5, CAN	0.61
7 Pavarotti St., RICHMOND HILL, ON, L4E0R5, CAN	0.62
71 Rossini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	2.01
9 Pavarotti St., RICHMOND HILL, ON, L4E0R5, CAN	0.61
Silver Streams Homes Inc.	
60 Puccini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	5.19
68 Puccini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	5.05
Silver Streams Homes/Symphony Series	
46 Rossini Dr., RICHMOND HILL, ON, L4E 2Z2, CAN	2.24
Symphony Series Development Inc.	
3 Pavarotti St., RICHMOND HILL, ON, CAN	0.61
48 Rossini Dr., RICHMOND HILL, ON, L4E 2Z2, CAN	2.24
8 Pavarotti St., RICHMOND HILL, ON, L4E0R5, CAN	0.61

46. As discussed in greater detail below, the Private Lenders are the only creditors of the Applicants which have a secured interest in the cash collateral securing the Tarion LCs. I am advised by Schwartz that the issues with respect to Tarion's draws and claims against the Tarion LCs will be determined on a motion between Tarion and the Private Lenders.

CON-DRAIN

47. As I advised in my previous affidavits, litigation was previously commenced by Con-Drain Company (1983) Limited ("**Con-Drain**") against, amongst others, the Applicants, which litigation, at its core, now amounts to a priority dispute between Con-Drain and the Private Lenders for certain of the net proceeds from the sale of the Puccini Homes.

48. Pursuant to the terms of the November 29 Order, the Monitor was to holdback \$283,000.00 (the "**Con-Drain Holdback**") from the net proceeds from the sale of the final Puccini Home otherwise available for distribution to the Private Mortgagees, and was to hold the Con-Drain Holdback in trust until the earliest of the final resolution of the Con-Drain Motion (as defined in the November 29 Order) (the "**Final Resolution**") or January 31, 2017 (the "**Final Resolution Deadline**"). As I advised in my previous affidavit, the Applicants take no position on the Con-Drain Motion.

49. Pursuant to the terms of the November 29 Order, if the issues raised in the Con-Drain Motion were not finally determined prior to the Final Resolution Deadline, the Monitor was to release the Con-Drain Holdback to Chaitons, to be held by Chaitons in trust pending the Final Resolution, on the terms and conditions provided in the November 29 Order.

50. I understand from Schwartz that a Final Resolution has not been achieved as of the date of this affidavit. As the Final Resolution Deadline is scheduled to occur after it is proposed that this CCAA proceeding terminate, the Applicants request that the Monitor now be directed to transfer the Con-Drain Holdback to Chaitons, in trust, on the terms provided in the November 29 Order.

DISTRIBUTION TO PRIVATE LENDERS

51. As at the date of this CCAA proceeding, the Applicants were indebted to the Private Lenders in the approximate amount of \$11.96 million. The Private Lenders are expected to suffer a substantial shortfall on their loans to the Applicants.

52. The cash collateral securing the Applicants obligations under the LCs was provided by the numbered company Applicants. As described in the Monitor's Twelfth Report, the Monitor has reviewed the security granted by the numbered company Applicants in favour of the Private Lenders and has confirmed, subject to the usual assumptions and qualifications of an opinion of such nature, that Jack Greenberg, in Trust, has a perfected security interest in the residual interest of 2148993, 2148990, 2147681 and 2147650 to the cash collateral / cash deposits outlined in the assignment agreement dated May 5, 2011. A copy of the Assignment Agreement dated May 5, 2011 is attached hereto as **Exhibit "L"**. The cash collateral described in the Assignment Agreement includes proceeds from the Tarion LCs.

53. Mr. Greenberg is the representative of the Private Lenders.

54. The Applicants seek an order of the Court directing the distribution by Tarion of any residual cash collateral securing the Tarion LCs to Jack Greenberg in Trust pending the resolution of the Cost Award Priority Issue that is defined and described in the next section of this Affidavit.

LIEN CLAIMANTS' COSTS

55. The Lien Claimants sought to recover their legal costs incurred in connection with the Tarion Motion. On January 13, 2017, Justice Wilton-Siegel issued an Endorsement granting the Lien Claimants costs in the total amount of \$35,000 payable from the residual balance of the Tarion LCs. A copy of the Endorsement is attached hereto as **Exhibit "M"**.

56. I am advised by Schwartz that the Private Lenders intend to take the position that the Lien Claimants cost award should rank behind the Private Lenders' secured interest in the cash collateral securing the Tarion LCs (the "**Cost Award Priority Issue**"). I am also advised by Schwartz that the Cost Award Priority Issue will be determined by the Lien Claimants, the Private Lenders and Tarion at the same time as the balance of the outstanding issues identified in the Tarion portion of my affidavit.

TERMINATION OF THE CCAA PROCEEDING

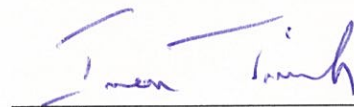
57. The CCAA proceedings are at an end, pending the resolution of the Tarion LCs issues identified above, which will be settled outside of this proceeding. Accordingly, the Applicants seek an order terminating this CCAA proceeding and discharging the Monitor and releasing GTL from liability.

58. I swear this affidavit in support of the Applicants' motion for the relief set out in the Applicants' notice of motion no improper purpose.

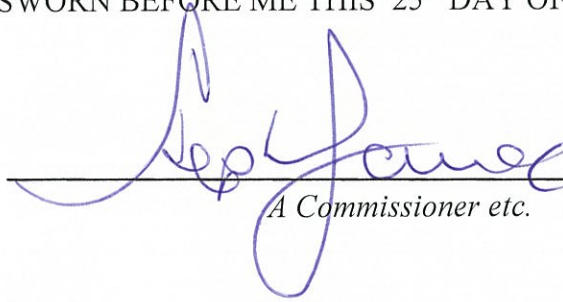
SWORN before me at the City
of Toronto, Province of
Ontario, this 25th day
of January, 2017

A Commissioner, Etc.

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Imran Jinnah

THIS IS **EXHIBIT "A"** REFERRED TO IN THE
AFFIDAVIT OF **IMRAN JINNAH**
SWORN BEFORE ME THIS 25th DAY OF JANUARY, 2017



A Commissioner etc.

3

25

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 A TORONTO
CN / BOOK NO:
LE / DANS LE REGISTRE NO.:

16046568.2



DEC 17 2013



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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THIS IS **EXHIBIT "B"** REFERRED TO IN THE
AFFIDAVIT OF **IMRAN JINNAH**
SWORN BEFORE ME THIS 25th DAY OF JANUARY, 2017



A Commissioner etc.

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., 2148893 ONTARIO INC., 2148990 ONTARIO INC.,
2147681 ONTARIO INC., and 2147650 ONTARIO INC.

Duncan W. Glaholt, Referee)
)
)

Wednesday, the 11th
day of August, 2016

PARTIAL REPORT/AWARD
(Pursuant to Section 62(1)(b) and Form 21 of the *Construction Lien Act*)

IN ACCORDANCE WITH the judgment of reference of The Honourable Mr. Justice Newbould dated 8 January 2015, (the "Judgment of Reference") the trial of the actions referred to on Schedule "A" attached, commenced on 11 July, 2016, at the City of Toronto, Ontario, in the presence of counsel for the Lien Claimants Pilbro III Inc., Medi Group Incorporated, Cardell Flooring Ltd., Foremont Drywall Inc., 1382479 Ontario Inc., 1382503 Ontario Inc., 2203579 Ontario Inc. cob Foremont Drywall Contracting, Canadian Concrete Forming Limited, Pave Plumbing & Heating Inc., E.D. Carpenters Ltd., Solo Electric Ltd., 1865721 Ontario Inc., GM Exterior Inc., Giancola Aluminum Contractors Inc., counsel for the Lien Claimants Argo Lumber Inc. and Newmar Window Manufacturing Inc., counsel for Puccini Mortgage Corp., 53 Puccini Mortgage Corp., 388242 Ontario Limited, Dapaul Management Limited, Nastell Investments Limited and Castle Lane Design Group Inc. (the "Private Mortgagees"), and counsel the Bank of Montreal, all claims against Home Trust Company having been dismissed on consent without costs by order dated 29 June 2015, the claim by Trudel & Sons Roofing having been dismissed on consent without costs by order dated 29 June 2015, and the claims against Foremost

Mortgage Holding Corporation having been dismissed on consent without costs by order dated 9 September 2015;

AND UPON READING THE EVIDENCE FILED, including the Affidavit of Andreas Havenga sworn 24 March 2015 and exhibits thereto, filed on behalf of Argo Lumber Inc.; the affidavit of Lou D'Ambrosio sworn 24 March 2015 and exhibits thereto, filed on behalf of Newmar Window Manufacturing Inc.; the affidavit of Nunzio Bitondo sworn 30 March 2015 and exhibits thereto, filed on behalf of Con-Drain Company (1983) Limited); the affidavit of Tony Pileggi sworn 12 March 2015 and exhibits thereto, filed on behalf of Pilbro III Inc.; the affidavit of Dominic Montemurro sworn 24 March 2015 and exhibits thereto, filed on behalf of Medi Group Incorporated; the affidavit of Gord Ellis sworn 13 March 2015 and exhibits thereto, filed on behalf of Cardell Flooring Ltd.; the affidavit of Mary Montagner sworn 19 March 2015 and exhibits thereto, filed on behalf of Foremont Drywall Inc., 1382479 Ontario Inc., 1382503 Ontario Inc., 2203579 Ontario Inc. cob Foremont Drywall Contracting; the affidavit of Pat Lamanna sworn 17 March 2015 and exhibits thereto, filed on behalf of Canadian Concrete Forming Limited; the affidavit of Pat Di Stefano sworn 17 March 2015 and exhibits thereto, filed on behalf of Pave Plumbing & Heating Inc.; the affidavit of Sam Dibacco sworn 13 March 2015 and exhibits thereto, filed on behalf of E.D. Carpentry Limited; the affidavit of Sandy Ragno sworn 16 March 2015 and exhibits thereto, filed on behalf of Solo Electric Ltd.; the affidavit of Ismail Parmaksizoglu sworn 16 March 2016 and exhibits thereto, filed on behalf of 1865721 Ontario Inc.; the affidavit of John Giancola sworn 23 March 2015 and exhibits thereto, filed on behalf of GM Exterior Inc.; the affidavit of John Giancola sworn 23 March 2015 and exhibits thereto, filed on behalf of Giancola Aluminum Contractors Inc.; the affidavit of Munira Budhdeo sworn 8 July 2016 and exhibits thereto, filed on behalf of Argyle Hardwood & Flooring Ltd.; and the affidavit of Jack Greenberg sworn 27 March 2015 and exhibits thereto, along with the supplementary affidavit of Jack Greenberg sworn and filed 14 July 2016 filed on behalf of the Private Mortgagees;

AND ON READING THE PLEADINGS AND PROCEEDINGS HEREIN AND CONSENTS FILED, including the consents of the Private Mortgagees, the Bank of Montreal, and the Lien Claimants Labourers' Union of North America Local 183 Members' Benefit Trust Fund, 1865721

Ontario Inc., Paris Kitchens, a Division of The Sanderson-Harold Company Limited, Con-Drain Company (1983) Ltd., Argo Lumber Inc., Newmar Window Manufacturing Inc., King-Con Construction Corporation, 669857 Ontario Inc. o/a Alma Mechanical, Cardell Flooring Limited, Foremont Drywall Inc. et al. carrying on business as Foremont Drywall Contracting, Solo Electric Limited, 1865721 Ontario Inc., GM Exteriors Inc., Pilbro III Inc., Medi Group Incorporated, Canadian Concrete Forming Limited, Pave Plumbing & Heating Inc., E. D. Carpenters Limited, and Giancola Aluminum Contractors Inc., filed, no-one appearing for Renova Recycling or Argyle Hardwood & Flooring Ltd. (although not a Lien Claimant, a motion was filed on behalf of Argyle Hardwood & Flooring Ltd. and is dealt with herein), or any of the Schedule C claimants as identified in the Judgment of Reference;

AND UPON HEARING THE SUBMISSIONS OF COUNSEL attending, including submissions made on 14 July 2016 on behalf of the lien claimants Argo Lumber and Newmar Mechanical;

1. **I FIND AND DECLARE** that each of the persons named in Column 1 of Schedule A to this Partial Report/Award has a lien under the *Construction Lien Act* as against the lands described in Schedule "C" attached, in the amount shown opposite their names in Column 4 of Schedule A, constituting a charge under section 21 of the *Construction Lien Act* upon the holdback required to be retained by the defendant-owners Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148893 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario Inc., and 2147650 Ontario Inc., for which the said defendant-owners are jointly and severally personally liable to the Lien Claimants

2. **I FIND AND DECLARE** that each of the persons named in Column 1 of Schedule A to this Partial Report/Award is entitled to personal judgment in the amount set opposite their names in Column 6 of Schedule A.

3. **I FIND AND DECLARE** that the deficiency in holdback required to be kept by the Defendant Owners, Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148893 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario Inc., and 2147650 Ontario Inc., under the *Construction Lien Act* with respect to each Lien Claimant is the amount set out in Column 4 of

Schedule A, and that each said Lien Claimant has priority over each of the claims of each of the Private Mortgagees to the extent of such deficiency in holdback.

4. I **FIND AND DECLARE** pursuant to paragraph 2(c) of the Judgment of Reference, that Argyle Hardwood & Flooring Ltd. shall have personal judgment only as against the parties listed in Column 6 of Schedule B, for the amount set forth in Column 5 of Schedule B.

5. I **FIND AND DECLARE** that the amounts owed as of June 25th, 2016 by the parties listed in Column 7 of Schedule A to Puccini Mortgage Corp. is \$1,612,338.61, to 53 Puccini Mortgage Corp. is \$3,279,784.31, to 388242 Ontario Limited is \$1,566,246.61, to Nastell Investments Limited \$4,875,419.77, and to Castle Lane Design Group Inc. is \$626,914.92 for an aggregate amount of \$11,960,703.22.

6. I **ORDER** that all claims by all parties against the defendant Bank of Montreal be and the same are hereby dismissed, on consent, without costs.

7. I **ORDER** that the following payments be made forthwith by the Monitor in the following priority:

- a) *First in priority*, the Monitor shall pay the Lien Claimants the amounts found due and owing to them for deficiency in holdback as set forth in Column 4 of Schedule A, and upon payment each Lien Claimant's corresponding lien shall be discharged, the certificate of action, if any, shall be vacated, and its lien action, if any, together with all crossclaims, if any, shall be dismissed without costs;
- b) *Second in priority*, the Monitor shall pay the Bank of Montreal, or as it may in writing direct, the Bank of Montreal's costs of this reference fixed and assessed by me inclusive of all fees, disbursements and taxes according to the procedure set out in the consent of the Private Mortgagees and Bank of Montreal annexed as Schedule D hereto;

c) *Third in priority*, the Monitor shall pay to "Jack Greenburg, in Trust for Private Mortgagees", the balance of the funds held with respect to the subject lands and premises, up to but not exceeding the sum of \$11,960,703.22.

d) *Fourth*, any surplus remaining in the Monitor's hands after payments as above, if any, shall be retained by the Monitor subject to further disposition by the Court.

8. **I FURTHER ORDER** that in view of the exceptional cooperation of counsel and parties in the resolution of this complex matter there shall be no further costs awarded to any party.

Dated at Toronto, this 11th day of August 2016



Duncan W. Glaholt
Referee

Schedule A Lien Claimants

<u>Column 1</u> Name of person entitled to Construction Lien	<u>Column 2</u> Principal	<u>Col. 3</u> Costs	<u>Column 4</u> Lien amount	<u>Column 5</u> Interest (non- lienable)	<u>Column 6</u> Personal Judgment (claim and interest)	<u>Column 7</u> Primary Debtor
Con-Drain Company (1983) Limited Lien reg. as: YR2016863 Court File No. CV- 13-116355-00	[Incl.]	[Incl.]	\$25,000.00	\$3,522.99	\$98,359.70	Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148893 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario Inc., and 2147650 Ontario Inc.
Pilbro III Inc. Lien reg. as: YR2056986 Court File No. CV-13-116840-00	[Incl.]	[Incl.]	\$91,798.91	\$19,763.85	\$574,117.67	Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148893 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario Inc., and 2147650 Ontario Inc.
Medi Group Incorporated Lien reg. as: YR2057173 Court File No. CV-13-116838-00	[Incl.]	[Incl.]	\$99,714.00	\$18,598.79	\$540,273.79	Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148893 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario Inc., and 2147650 Ontario Inc.
Cardell Flooring Ltd. Lien reg. as: YR2057568 Court File No.	[Incl.]	[Incl.]	\$24,663.34	\$3,384.17	\$98,306.27	Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148893 Ontario Inc., 2148990

<u>Column 1</u> Name of person entitled to Construction Lien	<u>Column 2</u> Principal	<u>Col. 3</u> Costs	<u>Column 4</u> Lien amount	<u>Column 5</u> Interest (non- lienable)	<u>Column 6</u> Personal Judgment (claim and interest)	<u>Column 7</u> Primary Debtor
CV-13-116835-00						Ontario Inc., 2147681 Ontario Inc., and 2147650 Ontario Inc.
Foremont Drywall Inc./1382479 Ontario Inc./1382503 Ontario Inc./2203579 Ontario Inc./c.o.b. Foremont Drywall Contracting Lien reg. as: YR2057675 Court File No. CV-13-116837-00	[Incl.]	[Incl.]	\$61,261.57	\$15,493.60	\$450,071.53	Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148893 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario Inc., and 2147650 Ontario Inc.
Canadian Concrete Forming Limited Lien reg. as: YR2057676 Court File No. CV-13-116834-00	[Incl.]	[Incl.]	\$60,619.39	\$7,708.03	\$223,909.71	Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148893 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario Inc., and 2147650 Ontario Inc.
Pave Plumbing & Heating Inc. Lien reg. as: YR2057677 Court File No. CV-13-116839-00	[Incl.]	[Incl.]	\$26,198.70	\$8,103.82	\$235,406.77	Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148893 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario

<u>Column 1</u> Name of person entitled to Construction Lien	<u>Column 2</u> Principal	<u>Col. 3</u> Costs	<u>Column 4</u> Lien amount	<u>Column 5</u> Interest (non- lienable)	<u>Column 6</u> Personal Judgment (claim and interest)	<u>Column 7</u> Primary Debtor
						Inc., and 2147650 Ontario Inc.
E. D. Carpenters Ltd. Lien reg. as: YR2058240 Court File No. CV-13-116836-00	[Incl.]	[Incl.]	\$19,527.89	\$11,717.90	\$340,391.91	Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148893 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario Inc., and 2147650 Ontario Inc.
Solo Electric Ltd. Lien reg. as: YR2058688 Court File No. CV-13-116841-00	[Incl.]	[Incl.]	\$30,362.23	\$6,644.27	\$193,008.43	Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148893 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario Inc., and 2147650 Ontario Inc.
1865721 Ontario Inc. Lien reg. as: YR2059379 Court File No. CV-13-116833-00	[Incl.]	[Incl.]	\$20,575.55	\$3,262.82	\$94,781.37	Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148893 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario Inc., and 2147650 Ontario Inc.
GM Exterior Inc. Lien reg. as: YR2062198	[Incl.]	[Incl.]	\$9,451.58	\$1,628.42	\$48,187.62	Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148893 Ontario

<u>Column 1</u> Name of person entitled to Construction Lien	<u>Column 2</u> Principal	<u>Col. 3</u> Costs	<u>Column 4</u> Lien amount	<u>Column 5</u> Interest (non- lienable)	<u>Column 6</u> Personal Judgment (claim and interest)	<u>Column 7</u> Primary Debtor
Court File No. CV-13-117058-00						Inc., 2148990 Ontario Inc., 2147681 Ontario Inc., and 2147650 Ontario Inc.
Giancola Aluminum Contractors Inc. Lien reg. as: YR2062199 Court File No. CV-13-117059-00	[Incl.]	[Incl.]	\$16,265.36	\$2,888.23	\$85,467.23	Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148893 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario Inc., and 2147650 Ontario Inc.
L.I.U.N.A. Local 183 et al. Lien reg. as: YR2050961	[Incl.]	[Incl.]	\$7,500.00	\$787.70	\$23,355.71	Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148893 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario Inc., and 2147650 Ontario Inc.
Argo Lumber Inc. and Liens reg. as: YR2048904 Court File No. CV-13-116990-00	[Incl.]	[Incl.]	\$135,060	\$4,752.63	\$139,812.63	Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148893 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario Inc., and 2147650 Ontario Inc.

<u>Column 1</u> Name of person entitled to Construction Lien	<u>Column 2</u> Principal	<u>Col. 3</u> Costs	<u>Column 4</u> Lien amount	<u>Column 5</u> Interest (non- lienable)	<u>Column 6</u> Personal Judgment (claim and interest)	<u>Column 7</u> Primary Debtor
Newmar Window Manufacturing Inc. YR2050277 and Court File No. CV-13-116991-00	[Incl.]	[Incl.]	\$67,793.32	\$2,385.58	\$70,178.90	Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148893 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario Inc., and 2147650 Ontario Inc.
King-Con Corporation Lien reg. as: YR2049079 Court File No. CV-116857-00	[Incl.]	[Incl.]	\$15,000.00	\$3,724.56	\$108,298.79	Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148893 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario Inc., and 2147650 Ontario Inc.
The Sanderson- Harold Company Ltd., Paris Kitchens Lien reg. as: YR2058638 Court File No. CV-15-539365	[Incl.]	[Incl.]	\$45,000.00	\$7,282.91	\$211,152.91	Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148893 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario Inc., and 2147650 Ontario Inc.
669857 Ontario Inc. o/a Alma Mechanical Lien reg. as: YR2060246 Court File No.	[Incl.]	[Incl.]	\$25,000.00	\$3,733.38	\$112,020.38	Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148893 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario

<u>Column 1</u> Name of person entitled to Construction Lien	<u>Column 2</u> Principal	<u>Col. 3</u> Costs	<u>Column 4</u> Lien amount	<u>Column 5</u> Interest (non- lienable)	<u>Column 6</u> Personal Judgment (claim and interest)	<u>Column 7</u> Primary Debtor
CV-13-117214-00						Inc., and 2147650 Ontario Inc.
TOTALS			\$780,791.84			

Schedule B Non-lien claims, personal judgment only

<u>Column 1</u> Name of person entitled to personal judgment only	<u>Column 2</u> Principal	<u>Column 3</u> Costs	<u>Column 4</u> Interest	<u>Column 5</u> Personal judgment amount (claim and interest)	<u>Column 6</u> Primary Debtor
Argyle Hardwood & Flooring Ltd.	\$129,516.11	0	\$4,226.95	\$133,743.06	Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148893 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario Inc., and 2147650 Ontario Inc.
TOTAL:				\$133,743.06	

SCHEDULE C Legal Description

1. Lot 1, Plan 65M4249, Town of Richmond Hill; PIN: 03206-3418 (LT)
2. Lot 23, Plan 65M4249, Town of Richmond Hill; PIN: 03206-3440 (LT)
3. Lot 24, Plan 65M4249, Town of Richmond Hill; PIN: 03206-3441 (LT)
4. Lot 18, Plan 65M4331, Town of Richmond Hill; PIN: 03206-3502 (LT)
5. Lot 19, Plan 65M4331, Town of Richmond Hill; PIN: 03206-3502 (LT)
6. Lot 20, Plan 65M4331, Town of Richmond Hill; PIN: 03206-3503 (LT)
7. Lot 22, Plan 65M4331, Town of Richmond Hill; PIN: 03206-3505 (LT)
8. Lot 23, Plan 65M4331, Town of Richmond Hill; PIN: 03206-3506 (LT)
9. Lot 24, Plan 65M4331, Town of Richmond Hill; PIN: 03206-3507 (LT)
10. Lot 25, Plan 65M4331, Town of Richmond Hill; PIN: 03206-3508 (LT)

SCHEDULE D

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

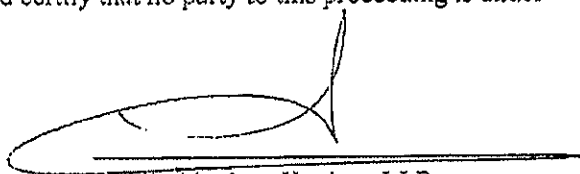
IN THE MATTER OF THE COMPANIES CREDITORS ARRANGEMENT ET. AL
R.S.C. 1985, C.C-36, AS AMENDED

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

CONSENT

THE PARTIES HERETO, Puccini Mortgage Corp., 53 Puccini Mortgage Corp.,
388242 Ontario Limited, Dapaul Management Limited, Nastell Investments Limited,
Castle Lane Design Group Inc and Bank of Montreal, by their lawyers, consent to the
Procedural Order attached hereto and certify that no party to this proceeding is under
any legal disability.

Date: 29/13/2014



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Lawyers for Puccini Mortgage Corp., 53
Puccini Mortgage Corp., 388242 Ontario
Limited, Dapaul Management Limited,
Nastell Investments Limited, Castle
Lane Design Group Inc.

Date: 10/13, 2016

Agnes Cable per sf

Agnesi & Calabretta
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Suite 1100,
North York, Ontario,
Lawyers for Bank of Montreal

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

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

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

PROCEDURAL ORDER # _____

An issue has arisen between the Bank of Montreal and the Private Mortgagees regarding the costs claimed by the Bank of Montreal in relation to this Reference and the source of the funds to pay such costs.

On the Consent of the Defendants Puccini Mortgage Corp., 53 Puccini Mortgage Corp., 388242 Ontario Limited, Dapaul Management Limited, Nastell Investments Limited and Castle Lane Design Group Inc. and the Bank of Montreal,

1. I hereby direct that the Monitor pay, on a without prejudice basis, from the funds held by the Monitor, after payment of the amounts found to be payable to the Lien Claimants from said funds, but before payment of the amounts owed to the Defendants, Puccini Mortgage Corp., 53 Puccini Mortgage Corp., 388242 Ontario Limited, Dapaul Management Limited, Nastell Investments Limited and Castle Lane Design Group Inc. (the "Private Mortgagees"), the legal costs incurred by Bank of Montreal ("BMO") arising in relation to this Reference which have not been otherwise reimbursed, on the following terms and conditions:

- (a) By no later than August 15, 2016, BMO shall deliver to the Monitor, and to the lawyers for the Private Mortgagees, copies of

all Accounts received by BMO and to be paid by the Monitor (the "Accounts");

- (b) By no later than August 15, 2016, BMO will provide to the Private Mortgagees, and file with me, a Bill of Costs, the dockets of the lawyers involved in the Accounts and, where requested, will provide to the Private Mortgagees copies of the invoices/receipts for disbursements;
- (c) The payment of the funds to BMO will be without prejudice to the rights of the parties herein and BMO will execute a reimbursement agreement in favour of the Private Mortgagees wherein BMO agrees to reimburse the Private Mortgagees after costs are fixed by me should I reduce the Accounts/Bill of Costs;
- (d) I will set a date for the half-day hearing on the costs to be heard not later than September 15th, 2016. Where the amount paid by the Monitor pursuant to this Order to BMO exceeds the amount of costs I order payable to BMO, BMO shall remit the excess payment to the Private Mortgagees within 15 days from my finding; however, if at the time of my finding the Monitor has not yet paid the costs of BMO, then the Monitor shall pay to BMO, from the fund, the amount I order payable to BMO as costs; and
- (e) Within 10 days from receipt of the payment by the Monitor to BMO, BMO is to register a discharge of their Mortgage on Lot 18, M-Plan 65M4331.

ALL OF WHICH IS ORDERED AND DIRECTED THIS _____ DAY OF JULY, 2016

DUNCAN W. GLAHOLT, REFEREE

THIS IS **EXHIBIT "C"** REFERRED TO IN THE
AFFIDAVIT OF **IMRAN JINNAH**
SWORN BEFORE ME THIS 25th DAY OF JANUARY, 2017



A Commissioner etc.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

In the matter of a reference under the *Construction Lien Act*, R.S.O. 1990, c. C.30 as amended
And in the matter of R. 54, Ontario Rules of Civil Procedure

DUNCAN W. GLAHOLT, Referee

Date: 28 September 2016

File: 13-10362-00CL

Title: In the Matter of a Plan of Compromise or Arrangement of Silver Streams
Homes Inc., Silver Streams Homes (Puccini) Inc., 2148993 Ontario Inc., 2147681
Ontario Inc. and 2147650 Ontario Inc.

**REASONS
28 September 2016**

- [1] On 11 August 2016, I issued reasons for a Partial Award/Report of the same date. The original intent of issuing a Partial Award/Report was to allow monies to flow to the Lien Claimants while relatively small residual issues of costs as between the Private Mortgagees and the Bank of Montreal were resolved.
- [2] Then matters became somewhat more complicated. Although I had reduced my own account up to and including 11 August 2016 by \$13,783.95, such that there were no Referee costs beyond the initial deposits ordered by Justice Newbould on 8 January 2015, two additional costs-related disputes emerged:
- a. Facility costs: Counsel for Argo and Newmar wrote on 15 August 2016 taking issue with costs of the reporter's facility in which we conducted our hearings. This position was supported by counsel for the Lien Claimants on 16 August 2015, and opposed by counsel for the Private Mortgagees on 15 August 2015. The bill from the reporter's facility amounts to \$3,888.52 and covers the period 11 to 14 July 2016. I deal with this issue under the heading "Facility costs" below.
 - b. 25 July 2016 costs: Counsel for the Silver Streams defendants wrote on 12 August 2016 seeking leave to make submissions on the costs of an attendance arranged for 25 July 2016 to hear argument on the claim of Argo and Newmar for full indemnity costs in the amount of \$8,500. I deal with this issue under the heading "25 July 2016 costs" below.

- [3] Finally, there is the executed issue of costs as between the Private Mortgagees and the Bank of Montreal:
- a. The Bank of Montreal's revised bill of costs filed 26 August 2016 claimed \$375,855.00 for fees, \$1,409.57 for disbursements and HST, for a total of \$426,125.72.
 - b. The Private Mortgagees made "Cost Submissions" on 9 September 2016.
 - c. The Bank of Montreal made "Reply Costs Submissions" on 16 September 2016. These "Reply Costs Submissions" prompted an email to me and the bank's counsel from counsel for the Private Mortgagees on Saturday, 17 September 2016, providing reply submissions under 12 headings keyed to the paragraph numbers in the Bank of Montreal's "Reply Costs Submissions".
 - d. This was followed on Monday, 19 September 2016 by an unsolicited telephone call to me from the Bank of Montreal's lawyer, in the absence of counsel for the Private Mortgagees, wishing to make 'reply' submissions to the Private Mortgagees' Saturday, 17 September 2016 email. *Ex parte* contact like this strongly discouraged, even for simple scheduling matters like this, however I felt it best at this stage to bring closure to these proceedings in short order, without a further expensive round of submissions on the need for reply. I advised counsel for the Private Mortgagees and the Bank of Montreal that I would consider only genuine reply by the Bank of Montreal, to be received no later than close of day Wednesday 21 September 2016.
 - e. The Bank of Montreal's "Further Reply Costs Submissions" arrived on Wednesday 21 September 2016.
- [4] I have carefully considered all submissions made and all arguments advanced. I have thoroughly read all briefs and all exhibits. Any failure on my part to specifically recite or describe any such argument, brief, exhibit or conclusion in these Reasons does not change the fact that they were all carefully read and considered by me in reaching my conclusions. I have specifically excluded any consideration whatsoever of anything said to me by counsel for the Bank of Montreal in their unsolicited call to my office on 19 September 2016.

Facility costs

- [5] At paragraph 37 of my Reasons on the Partial Award/Report, I noted my understanding that "[a]ll facility costs prior to the 25 July 2016 hearing of the *Argo* and *Newmar*

interest hearing were to be borne, I understand, in some consensual fashion by the Lien Claimants and Private Mortgagees."

- [6] Counsel for Argo and Newmar, supported by counsel for the "Medi Client" lien claimants, points to paragraph 4 of the Order of Justice Newbould dated 8 January 2015, directing this reference, and paragraph 26 of the Initial Order dated 17 December 2013, providing that any additional "costs of the Referee" were secured by an Administration Charge and are to be paid by the Monitor. This of course begs the question as to whether the facilities costs were "costs of the Referee", or costs to be borne in some consensual fashion by the parties.
- [7] Counsel for the "Medi Client" lien claimants pointed out that as some lien claimants attended the hearing and some did not, but all benefited from the settlement, saddling any particular group of lien claimants with even this small amount would be unfair and *"quite frankly . . . difficult to collect at this point."* In 26 July 2016 submissions, the point was made (among others) that the hire of a hearing room was a necessary incident and unavoidable cost of retaining a Referee, as *"[i]t is not as if the hearing could have been conducted in a phone booth"*, and that the whole sense of the settlements reached was that the Lien Claimants have no further responsibility for costs.
- [8] In response, counsel for the Private Mortgagees noted that the Administrative Charge was just that, security for payment, not a pre-determination of responsibility for costs, a jurisdiction which the Judgment of Reference granted to me as Referee.
- [9] In order that the reporter's business not be inconvenienced by this debate, I paid their bill in full myself in the amount of \$3,888.52 on 13 September 2016, merely as a courtesy to the reporter who had accommodated our on-again, off-again week of adjournments leading up to the settlement.
- [10] On balance, I am persuaded by the arguments made by the Medi Client group of lien claimants that costs beyond the \$100,000 deposit are to be borne by the Monitor, and that the settlements were intended to cut off any further exposure of the Lien Claimants for costs. Therefore I will record the \$3,888.52 as a disbursement in my final bill to the Monitor to be issued following release of my Final Award.

25 July 2016 costs

- [11] Counsel for the Silver Streams defendants wrote on 17 August 2016 claiming full indemnity costs of \$8,500 inclusive of fees, taxes and disbursements, or partial indemnity costs of \$5,300, for opposing the cost and interest claims of Argo and

Newmar. A 19 July 2016 “without prejudice” offer of judgment in the amount \$1,500, all inclusive, against the Silver Streams defendants, in favour of Argo and Newmar, plus personal judgment for *Courts of Justice Act* interest of approximately \$12,000 was included with these submissions.

- [12] Counsel for Argo and Newmar responded by letter on 23 August 2016 citing *McDonald v. Anishinabek Police Service* [2007] O.J. No. 424 for the proposition that “costs of costs” are generally not awarded except in unusual circumstances, which in their view did not exist in this case. It was argued that there are no circumstances in this case to support a claim for substantial indemnity costs. In addition, the quantum of costs was challenged on various grounds.
- [13] While the Silver Streams defendants prevailed on the issue of costs and interest, their offer of judgment involved credits that might have required clarification and it was not unreasonable therefore that the Argo and Newmar costs claim proceed. As provided at paragraph 8 of my Partial Report/Award, the exceptional cooperation of counsel and parties in the resolution of this complex matter argues strongly in favour of no further costs being awarded to any party especially on issues of costs. No costs are awarded to the Silver Streams defendants on the Argo and Newmar claims for costs and interest in this reference.

BMO costs claimed against the Private Mortgagees

- [14] On 15 August 2016 I received copies of accounts and a Bill of Costs from lawyers for the Bank of Montreal current to 18 June 2016. A further account for the period 18 June 2016 to 22 August 2016 followed on 26 August 2016. The amount claimed on a full indemnity scale was \$426,125.72 inclusive of fees, disbursements and taxes.
- [15] On 8 September 2016, I received costs submissions from the Private Mortgagees, which I would summarize as follows:
- a. As to liability:
 - i. The settlement in which the Bank of Montreal participated was on a “without costs” basis, and the Bank of Montreal neither sought nor obtained costs against the Lien Claimants. This restricts any claim that the bank may have for costs to matters exclusively at issue between the Bank of Montreal and the Private Mortgagees.
 - ii. There were no cross-claims or other matters directly in dispute between the bank and the Private Mortgagees. Any proceedings that increased

costs, such as the November 2015 application to compel Bank of Montreal records and answer undertakings, were initiated by the Lien Claimants, not the Private Mortgagees.

b. As to scale and quantum:

- i. Scale cannot be determined by reference mortgage documents to which the Private Mortgagees were not parties.
 - ii. Nothing in the Private Mortgagee's conduct on this reference displaces the presumption of partial indemnity costs. In fact the conduct of this matter as between the Private Mortgagees and the Bank of Montreal was one of marked cooperation throughout this matter.
 - iii. The fees claimed in the amount of \$375,855.00 are disproportionate to the stake the bank had in the matters at issue and the bank's peripheral role in the whole process. This claim is three times the fees of the lawyers for the Private Mortgagees who held the labouring oar. Moreover, the Bank of Montreal's claim includes significant non-reference related time entries (such as the collateral Tarion proceedings before Justice Wilton-Siegel), leaving about \$130,000 of fees related to the reference, at most.
 - iv. Rates and time charged were also challenged.
- c. It is the Private Mortgagee's submission that no costs should be awarded to the Bank of Montreal, or, if awarded, on a partial indemnity basis only, in the amount of \$40 – 45,000 plus disbursements of approximately \$1,500 and associated taxes.

[16] The Bank of Montreal's "Reply Cost Submissions" advanced arguments I would summarize as follows:

- a. The bank relies upon its standard charge terms with its borrower, Silver Streams, entitling it to indemnity. The bank also relies upon its acknowledged priority over the Private Mortgagees. The bank argues that it can simply tack any costs of recovery onto its mortgage debt, *"thereby in effect binding third parties who are subsequent in priority on title so as to lessen their security in the project."*
- b. The bank argues that as long as there was *any* possibility that the Private Mortgagees might take priority over the Lien Claimants in a way that would leave the Bank of Montreal exposed for deficiency in holdback, there was

sufficient adversity in interest between the bank and the Private Mortgagees to ground an award of costs. This argument is repeated a number of ways throughout the bank's submissions.

- c. The bank argues that until the Private Mortgagees conceded some priority to the Lien Claimants on 8 July 2016 (the bank calls this a "*seismic shift*") the bank had no choice but to participate. This argument, also made in a variety of ways in the Reply Cost Submissions, is that priority should have been conceded sooner, and that this conduct justifies an award of costs in favour of the bank as against the Private Mortgagees.
- d. The bank states that "[a]s a consequence of the tactics employed by the Private Mortgagees in causing BMO to be kept in this litigation, the Private Mortgagees were able to negotiate favourable settlements with all of the lien claimants . . ." The bank views the Private Mortgagee's defence of the lien claims as a mere gambit to force down their settlement value at the hearing itself. The bank says that it had no involvement in the settlements made between the Private Mortgagees and the Lien Claimants, and alleges that it was "excluded" from those negotiations.
- e. The bank relies upon s. 86 of the *Construction Lien Act* to claim substantial indemnity costs, and Rule 57.01(1) as to the factors I should consider in assessing quantum on that scale. As to quantum, the bank argues carefully each of the considerations enumerated in Rule 57.01. I have considered all of these most thoroughly. Each allegation by the Private Mortgagees as to quantum is discussed and counter-argued.
- f. The bank is also of the view that my jurisdiction extends to costs incurred outside of this Reference, relating to the underlying CCAA process, since this Reference was "*ordered to ensure that nay security it is entitled to is preserved (be it PPSA security or otherwise).*"

[17] The Private Mortgagees' email of 17 September 2016 advanced arguments which I would summarize as follows:

- a. The Private Mortgagees further develop their "lack of adversity in interest" argument: neither Silver Streams nor the Private Mortgagees challenged the Bank of Montreal mortgages, or cross-claimed in any respect against the Bank of Montreal; in fact it was the Lien Claimants that alleged deficiency in holdback priority and those claims were settled on consent without costs.

- b. The Private Mortgagees deny any agreement of any kind that the Bank of Montreal be entitled to any costs, on any scale, at any time. There is no evidence to support any representations by the Private Mortgagees as to deficiency in holdback, or entitlement to the Fund held by the Monitor, for costs or otherwise. Similarly there is no evidence on the record to support an exercise of discretion under s. 86 of the *Construction Lien Act*.
- c. The Private Mortgagees concede that they did not involve the Bank of Montreal in the settlements made with the Lien Claimants, but argue that this *"supports that the Private Mortgagees never looked to BMO to assist in financing the settlement of the Lien Claimants"*. In response to the allegation that the bank was actively excluded from the settlement process, the Private Mortgagees point to docket entries that *"confirm the many hours spent by counsel discussing the file and the settlement."*
- d. As to quantum, the Private Mortgagees note that there were no CCAA issues in this Reference, that the bank in reality had no exposure, and that all they really had to do was to produce proper accounting of their advances.
- e. As to proportionality, it is noted that there was no 'special deal' between counsel for the Private Mortgagees and client, or with Mr. Greenberg, that the client was billed and that the client paid these bills. A comparative analysis with the accounts rendered to the Private Mortgagees and to Argo and Newmar for example, is said to show the excessive nature of the claims being advanced by the Bank of Montreal.

[18] Finally, on 21 September 2016 I received unexpectedly comprehensive "Further Reply Costs Submissions" from the Bank of Montreal, in twelve enumerated paragraphs, which I would summarize as follows:

- a. The bank emphasizes in several ways, in several places, that it is not seeking costs against the Private Mortgagees, as such, but rather against the "Security" (the amount now held by the Monitor).
- b. While acknowledging that the Private Mortgagees did not claim to rank ahead of the bank, they did claim priority over the Lien Claimants, thereby arguably exposing the bank to reimbursement of the Lien Claimants under Reimbursement Agreements. The nub of the bank's argument here seems to be that while the Security was in the aggregate face amount of the liens

themselves, the bank's risk was with respect to lienable costs awarded beyond that amount.

- c. The timing of the settlement is put in issue once again, this time supported by four emails among counsel, some marked "without prejudice", from the 5 – 9 July 2016 period. This is again said to be a "seismic shift" in the Private Mortgagees' position on the eve of trial which was *"part and parcel of [a] strategy to keep pressure on the lien claimants"*, as the bank *"would be arguing strenuously that the lien claimants had priority over the Private Mortgagees to the Security"*.
- d. The bank argues its consent, Schedule D to the Partial Report/Award, as an agreement to entitlement to costs. The form of procedural order attached, paragraph 1, contemplates that after payment of the amounts found due to the Lien Claimants, and before payment to the Private Mortgagees, payment be made of *"the legal costs incurred by the Bank of Montreal ("BMO") arising in relation to this Reference which have not been otherwise reimbursed"*.
- e. The bank renews its s. 86 arguments.

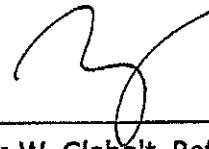
[19] My ruling on this final costs issue is as follows:

- a. I reject any suggestion of improper conduct by any counsel or party in this reference. There is no evidence of any such conduct. It is not unusual for complex lien matters to end up settling "on the courthouse steps". As I noted in my initial reasons, the conduct of all counsel in advancing all issues in this matter was exemplary. Their ability to get together to consent to this reference illustrates a level of cooperation that was sustained throughout the entire proceeding. There is no basis for application of s. 86 sanctions against any party or counsel.
- b. It is the Lien Claimants who brought the bank into this litigation and kept the bank in this litigation. There was no cross-claim by the Private Mortgagees against the bank. For the most part, the bank simply supported the priority position taken by the Lien Claimants, a point emphasized in the bank's own Further Reply Costs Submissions. All possible costs claimable by or against the Lien Claimants were settled and must be excluded from any costs as between the Private Mortgagees and the Bank of Montreal.

- c. The bank was involved in some fashion in the settlements being reached, as appears from contemporary docket entries. By way of example only, on 5 and 6 July 2016, just days before the hearing:
- i. July 5, 2016: "Correspondence from Sonja Turajlich enclosing Offer to Settle from Argo Lumber Inc, and Newmar Window Manufacturing Co."
 - ii. July 5, 2016: "Correspondence from Emilio Bisceglia to Marco Drudi regarding settling the Arbitration/Reference with Bank of Montreal."
 - iii. July 5, 2016: "Telephone discussion with James Klein regarding settlement with B.M.O."
 - iv. July 6, 2016: "Receipt and review of offer to settle by clients of Emilio Bisceglia and Jim Klein."
 - v. July 6, 2016: "Several discussions with client regarding proposed settlement of the Arbitration as between Bank of Montreal and those lien claimants represented by Jim Klein, Emilio Bisceglia and Jeff Long."
 - vi. July 6, 2016: "Four page correspondence to client attaching Offer to Settle as negotiated with counsel to lien claimants but not counsel to Private Mortgagees; . . ."
 - vii. July 6, 2016: "Telephone discussion with Greg Fedoryn regarding my correspondence, the Offer to Settle and our counter-offer."
- d. I cannot see on the record before me in this case any occasion on which the Private Mortgagees caused the Bank of Montreal to incur costs unrelated to the claims advanced by the Lien Claimants. Costs incurred by the bank related in whole or in part to the conduct of the CCAA proceedings must also be excluded. They are not within my remit.
- e. With respect to costs not related to the defence of the Lien Claims and not related in whole or in part to the conduct of the CCAA proceedings, I believe that over the course of this proceeding no more than 20% of the bank's claim related to achieving the overall settlement of this matter justifying an award of costs. This recovery should be on a partial and not substantial indemnity basis. As the full indemnity claimed was \$426,125.72 inclusive of fees, disbursements and taxes, I fix and assess the bank's partial indemnity costs in this matter at

\$50,000, inclusive of all fees, disbursements and taxes to date, to be paid out of the Security in priority to the Private Mortgagees.

- [20] My jurisdiction is confined to this Reference, and I do not purport to limit what any party may claim in the CCAA or other proceedings for that matter.
- [21] My Final Report/Award incorporating the above findings and the earlier Partial Report/Award will issue accordingly.



Duncan W. Glaholt, Referee
28 September 2016

THIS IS **EXHIBIT "D"** REFERRED TO IN THE
AFFIDAVIT OF **IMRAN JINNAH**
SWORN BEFORE ME THIS 25th DAY OF JANUARY, 2017



A Commissioner etc.

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., 2148893 ONTARIO INC., 2148990 ONTARIO INC.,
2147681 ONTARIO INC., and 2147650 ONTARIO INC.

Duncan W. Glaholt, Referee)
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Wednesday, the 28th
day of September, 2016

FINAL REPORT/AWARD
(Pursuant to the *Construction Lien Act*)

IN ACCORDANCE WITH the judgment of reference of The Honourable Mr. Justice Newbould dated 8 January 2015, (the "Judgment of Reference") a Partial Report/Award issued in this matter on 11 August 2016, reproduced at Schedule "A", attached;

UPON READING submissions regarding facility costs by counsel for Argo Lumber Inc. and Newmar Window Manufacturing Inc. dated 15 August 2016, by counsel for the Medi Group of Lien Claimants on 16 August 2016 and by counsel for the Private Mortgagees dated 15 August 2016; submissions regarding 25 July 2016 costs by counsel for Silver Streams Homes Inc. on 17 August 2016 and by counsel for Argo Lumber and Newmar Window dated 23 August 2016; and submissions regarding Bank of Montreal's costs by counsel for the Bank of Montreal dated 15 August 2016 amended 26 August 2016, by counsel for the Private Mortgagees dated 9 September 2016; reply submissions by counsel for the Bank of Montreal on 16 September 2016; reply submissions by counsel for the Private Mortgagees on 17 September 2016; and further reply costs submissions by counsel for the Bank of Montreal on 21 September 21 September 2016:

1. I FIND AND DECLARE that the Partial Report/Award, Schedule 'A' attached, is affirmed and incorporated by reference into this Final Report/Award.
2. I FIND AND DECLARE that the amount of costs to which the Bank of Montreal is entitled pursuant to paragraph 8 (b) of the Partial Report/Award, fixed and assessed by me inclusive of all fees, disbursements and taxes, is \$50,000.
3. I ORDER that any and all other claims for interest and costs arising from this reference are dismissed.
4. I ORDER that the following payments be made forthwith by the Monitor in the following priority:
 - a) *First in priority*, the Monitor shall pay the Lien Claimants the amounts found due and owing to them as set out in my Partial Report/Award, Schedule A hereto, and upon payment each Lien Claimant's corresponding lien shall be discharged, the certificate of action, if any, shall be vacated, and its lien action, if any, together with all crossclaims, if any, shall be dismissed without costs;
 - b) *Second in priority*, the Monitor shall pay the Bank of Montreal, \$50,000 in full satisfaction of the Bank of Montreal's costs of this reference;
 - c) *Third in priority*, the Monitor shall pay to "Jack Greenberg, in Trust for Private Mortgagees", the balance of the funds held with respect to the subject lands and premises, up to but not exceeding the sum of \$11,960,703.22.
 - d) *Fourth*, any surplus remaining in the Monitor's hands after payments as above, if any, shall be retained by the Monitor subject to further disposition by the Court.

Dated at Toronto, this 28th day of September 2016



Duncan W. Glaholt
Referee

SCHEDULE A

Court File No. 13-10362-00CL

ONTARIO SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, as amended
 IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF SILVER STREAMS HOMES INC., SILVER STREAMS HOMES (PUCCINI) INC., 2148893 ONTARIO INC., 2148990 ONTARIO INC., 2147681 ONTARIO INC., and 2147650 ONTARIO INC.

Duncan W. Glaholt, Referee)
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Wednesday, the 11th
 day of August, 2016

PARTIAL REPORT/AWARD

(Pursuant to Section 62(1)(b) and Form 21 of the *Construction Lien Act*)

IN ACCORDANCE WITH the judgment of reference of The Honourable Mr. Justice Newbould dated 8 January 2015, (the "Judgment of Reference") the trial of the actions referred to on Schedule "A" attached, commenced on 11 July, 2016, at the City of Toronto, Ontario, in the presence of counsel for the Lien Claimants Pilbro III Inc., Medi Group Incorporated, Cardell Flooring Ltd., Foremont Drywall Inc., 1382479 Ontario Inc., 1382503 Ontario Inc., 2203579 Ontario Inc. cob Foremont Drywall Contracting, Canadian Concrete Forming Limited, Pave Plumbing & Heating Inc., E.D. Carpenters Ltd., Solo Electric Ltd., 1865721 Ontario Inc., GM Exterior Inc., Giancola Aluminum Contractors Inc., counsel for the Lien Claimants Argo Lumber Inc. and Newmar Window Manufacturing Inc., counsel for Puccini Mortgage Corp., 53 Puccini Mortgage Corp., 388242 Ontario Limited, Dapaul Management Limited, Nastell Investments Limited and Castle Lane Design Group Inc. (the "Private Mortgagees"), and counsel the Bank of Montreal, all claims against Home Trust Company having been dismissed on consent without costs by order dated 29 June 2015, the claim by Trudel & Sons Roofing having been dismissed on consent without costs by order dated 29 June 2015, and the claims against Foremost

Mortgage Holding Corporation having been dismissed on consent without costs by order dated 9 September 2015;

AND UPON READING THE EVIDENCE FILED, including the Affidavit of Andreas Havenga sworn 24 March 2015 and exhibits thereto, filed on behalf of Argo Lumber Inc.; the affidavit of Lou D'Ambrosio sworn 24 March 2015 and exhibits thereto, filed on behalf of Newmar Window Manufacturing Inc.; the affidavit of Nunzio Bitondo sworn 30 March 2015 and exhibits thereto, filed on behalf of Con-Drain Company (1983) Limited); the affidavit of Tony Pileggi sworn 12 March 2015 and exhibits thereto, filed on behalf of Pilbro III Inc.; the affidavit of Dominic Montemurro sworn 24 March 2015 and exhibits thereto, filed on behalf of Medi Group Incorporated; the affidavit of Gord Ellis sworn 13 March 2015 and exhibits thereto, filed on behalf of Cardell Flooring Ltd.; the affidavit of Mary Montagner sworn 19 March 2015 and exhibits thereto, filed on behalf of Foremont Drywall Inc., 1382479 Ontario Inc., 1382503 Ontario Inc., 2203579 Ontario Inc. cob Foremont Drywall Contracting; the affidavit of Pat Lamanna sworn 17 March 2015 and exhibits thereto, filed on behalf of Canadian Concrete Forming Limited; the affidavit of Pat Di Stefano sworn 17 March 2015 and exhibits thereto, filed on behalf of Pave Plumbing & Heating Inc.; the affidavit of Sam Dibacco sworn 13 March 2015 and exhibits thereto, filed on behalf of E.D. Carpentry Limited; the affidavit of Sandy Ragno sworn 16 March 2015 and exhibits thereto, filed on behalf of Solo Electric Ltd.; the affidavit of Ismail Parmaksizoglu sworn 16 March 2016 and exhibits thereto, filed on behalf of 1865721 Ontario Inc.; the affidavit of John Giancola sworn 23 March 2015 and exhibits thereto, filed on behalf of GM Exterior Inc.; the affidavit of John Giancola sworn 23 March 2015 and exhibits thereto, filed on behalf of Giancola Aluminum Contractors Inc.; the affidavit of Munira Budhdeo sworn 8 July 2016 and exhibits thereto, filed on behalf of Argyle Hardwood & Flooring Ltd.; and the affidavit of Jack Greenberg sworn 27 March 2015 and exhibits thereto, along with the supplementary affidavit of Jack Greenberg sworn and filed 14 July 2016 filed on behalf of the Private Mortgagees;

AND ON READING THE PLEADINGS AND PROCEEDINGS HEREIN AND CONSENTS FILED, including the consents of the Private Mortgagees, the Bank of Montreal, and the Lien Claimants Labourers' Union of North America Local 183 Members' Benefit Trust Fund, 1865721

Ontario Inc., Paris Kitchens, a Division of The Sanderson-Harold Company Limited, Con-Drain Company (1983) Ltd., Argo Lumber Inc., Newmar Window Manufacturing Inc., King-Con Construction Corporation, 669857 Ontario Inc. o/a Alma Mechanical, Cardell Flooring Limited, Foremont Drywall Inc. et al. carrying on business as Foremont Drywall Contracting, Solo Electric Limited, 1865721 Ontario Inc., GM Exteriors Inc., Pilbro III Inc., Medi Group Incorporated, Canadian Concrete Forming Limited, Pave Plumbing & Heating Inc., E. D. Carpenters Limited, and Giancola Aluminum Contractors Inc., filed, no-one appearing for Renova Recycling or Argyle Hardwood & Flooring Ltd. (although not a Lien Claimant, a motion was filed on behalf of Argyle Hardwood & Flooring Ltd. and is dealt with herein), or any of the Schedule C claimants as identified in the Judgment of Reference;

AND UPON HEARING THE SUBMISSIONS OF COUNSEL attending, including submissions made on 14 July 2016 on behalf of the lien claimants Argo Lumber and Newmar Mechanical;

1. **I FIND AND DECLARE** that each of the persons named in Column 1 of Schedule A to this Partial Report/Award has a lien under the *Construction Lien Act* as against the lands described in Schedule "C" attached, in the amount shown opposite their names in Column 4 of Schedule A, constituting a charge under section 21 of the *Construction Lien Act* upon the holdback required to be retained by the defendant-owners Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148893 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario Inc., and 2147650 Ontario Inc., for which the said defendant-owners are jointly and severally personally liable to the Lien Claimants

2. **I FIND AND DECLARE** that each of the persons named in Column 1 of Schedule A to this Partial Report/Award is entitled to personal judgment in the amount set opposite their names in Column 6 of Schedule A.

3. **I FIND AND DECLARE** that the deficiency in holdback required to be kept by the Defendant Owners, Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148893 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario Inc., and 2147650 Ontario Inc., under the *Construction Lien Act* with respect to each Lien Claimant is the amount set out in Column 4 of

Schedule A, and that each said Lien Claimant has priority over each of the claims of each of the Private Mortgagees to the extent of such deficiency in holdback.

4. I FIND AND DECLARE pursuant to paragraph 2(c) of the Judgment of Reference, that Argyle Hardwood & Flooring Ltd. shall have personal judgment only as against the parties listed in Column 6 of Schedule B, for the amount set forth in Column 5 of Schedule B.

5. I FIND AND DECLARE that the amounts owed as of June 25th, 2016 by the parties listed in Column 7 of Schedule A to Puccini Mortgage Corp. is \$1,612,338.61, to 53 Puccini Mortgage Corp. is \$3,279,784.31, to 388242 Ontario Limited is \$1,566,246.61, to Nastell Investments Limited \$4,875,419.77, and to Castle Lane Design Group Inc. is \$626,914.92 for an aggregate amount of \$11,960,703.22.

6. I ORDER that all claims by all parties against the defendant Bank of Montreal be and the same are hereby dismissed, on consent, without costs.

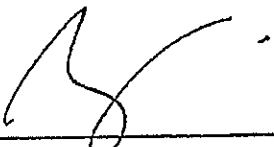
7. I ORDER that the following payments be made forthwith by the Monitor in the following priority:

- a) *First in priority*, the Monitor shall pay the Lien Claimants the amounts found due and owing to them for deficiency in holdback as set forth in Column 4 of Schedule A, and upon payment each Lien Claimant's corresponding lien shall be discharged, the certificate of action, if any, shall be vacated, and its lien action, if any, together with all crossclaims, if any, shall be dismissed without costs;
- b) *Second in priority*, the Monitor shall pay the Bank of Montreal, or as it may in writing direct, the Bank of Montreal's costs of this reference fixed and assessed by me inclusive of all fees, disbursements and taxes according to the procedure set out in the consent of the Private Mortgagees and Bank of Montreal annexed as Schedule D hereto;

- c) *Third in priority*, the Monitor shall pay to "Jack Greenburg, In Trust for Private Mortgagees", the balance of the funds held with respect to the subject lands and premises, up to but not exceeding the sum of \$11,960,703.22.
- d) *Fourth*, any surplus remaining in the Monitor's hands after payments as above, if any, shall be retained by the Monitor subject to further disposition by the Court.

8. I **FURTHER ORDER** that in view of the exceptional cooperation of counsel and parties in the resolution of this complex matter there shall be no further costs awarded to any party.

Dated at Toronto, this 11th day of August 2016



Duncan W. Glaholt
Referee

REVISED Schedule A Lien Claimants

Column 1 Name of person entitled to Construction Lien	Column 2 Principal	Col. 3 Costs	Column 4 Lien amount	Column 5 Interest (non- lienable)	Column 6 Personal Judgment (claim and interest)	Column 7 Primary Debtor
Con-Drain Company (1983) Limited Lien reg. as: YR2016863 Court File No. CV- 13-116355-00	[Incl.]	[Incl.]	\$25,000.00	\$3,522.99	\$98,359.70	Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148893 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario Inc., and 2147650 Ontario Inc.
Pilbro III Inc. Lien reg. as: YR2056986 Court File No. CV-13-116840-00	[Incl.]	[Incl.]	\$91,798.91	\$19,763.85	\$574,117.67	Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148893 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario Inc., and 2147650 Ontario Inc.
Medi Group Incorporated Lien reg. as: YR2057173 Court File No. CV-13-116838-00	[Incl.]	[Incl.]	\$99,714.00	\$18,598.79	\$540,273.79	Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148893 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario Inc., and 2147650 Ontario Inc.
Cardell Flooring Ltd. Lien reg. as: YR2057568	[Incl.]	[Incl.]	\$24,663.34	\$3,384.17	\$98,306.27	Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc.,

<u>Column 1</u> Name of person entitled to Construction Lien	<u>Column 2</u> Principal	<u>Col. 3</u> Costs	<u>Column 4</u> Lien amount	<u>Column 5</u> Interest (non- lienable)	<u>Column 6</u> Personal Judgment (claim and interest)	<u>Column 7</u> Primary Debtor
Court File No. CV-13-116835-00						2148893 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario Inc., and 2147650 Ontario Inc.
Foremont Drywall Inc./1382479 Ontario Inc./1382503 Ontario Inc./2203579 Ontario Inc./c.o.b. Foremont Drywall Contracting Lien reg. as: YR2057675 Court File No. CV-13-116837-00	[Incl.]	[Incl.]	\$61,261.57	\$15,493.60	\$450,071.53	Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148893 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario Inc., and 2147650 Ontario Inc.
Canadian Concrete Forming Limited Lien reg. as: YR2057676 Court File No. CV-13-116834-00	[Incl.]	[Incl.]	\$60,619.39	\$7,708.03	\$223,909.71	Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148893 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario Inc., and 2147650 Ontario Inc.
Pave Plumbing & Heating Inc. Lien reg. as: YR2057677	[Incl.]	[Incl.]	\$26,198.70	\$8,103.82	\$235,406.77	Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148893 Ontario Inc., 2148990

<u>Column 1</u> Name of person entitled to Construction Lien	<u>Column 2</u> Principal	<u>Col. 3</u> Costs	<u>Column 4</u> Lien amount	<u>Column 5</u> Interest (non- lienable)	<u>Column 6</u> Personal Judgment (claim and interest)	<u>Column 7</u> Primary Debtor
Court File No. CV-13-116839-00						Ontario Inc., 2147681 Ontario Inc., and 2147650 Ontario Inc.
E. D. Carpenters Ltd. Lien reg. as: YR2058240 Court File No. CV-13-116836-00	[Incl.]	[Incl.]	\$19,527.89	\$11,717.90	\$340,391.91	Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148893 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario Inc., and 2147650 Ontario Inc.
Solo Electric Ltd. Lien reg. as: YR2058688 Court File No. CV-13-116841-00	[Incl.]	[Incl.]	\$30,362.23	\$6,644.27	\$193,008.43	Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148893 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario Inc., and 2147650 Ontario Inc.
1865721 Ontario Inc. Lien reg. as: YR2059379 Court File No. CV-13-116833-00	[Incl.]	[Incl.]	\$20,575.55	\$3,262.82	\$94,781.37	Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148893 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario Inc., and 2147650 Ontario Inc.

<u>Column 1</u> Name of person entitled to Construction Lien	<u>Column 2</u> Principal	<u>Col. 3</u> Costs	<u>Column 4</u> Lien amount	<u>Column 5</u> Interest (non- lienable)	<u>Column 6</u> Personal Judgment (claim and interest)	<u>Column 7</u> Primary Debtor
GM Exterior Inc. Lien reg. as: YR2062198 Court File No. CV-13-117058-00	[Incl.]	[Incl.]	\$9,451.58	\$1,628.42	\$48,187.62	Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148893 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario Inc., and 2147650 Ontario Inc.
Giancola Aluminum Contractors Inc. Lien reg. as: YR2062199 Court File No. CV-13-117059-00	[Incl.]	[Incl.]	\$16,265.36	\$2,888.23	\$85,467.23	Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148893 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario Inc., and 2147650 Ontario Inc.
L.I.U.N.A. Local 183 et al. Lien reg. as: YR2050961	[Incl.]	[Incl.]	\$7,500.00	\$787.70	\$23,355.71	Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148893 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario Inc., and 2147650 Ontario Inc.
Argo Lumber Inc. Lien reg. as: YR2048904 Court File No. CV-13-116990-00 Newmar Window Manufacturing Inc.	[Incl.]	[Incl.]	<u>\$140,000.00</u> <u>collectively</u>	<u>\$0</u>	<u>\$0</u>	Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148893 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario

<u>Column 1</u> Name of person entitled to Construction Lien	<u>Column 2</u> Principal	<u>Col. 3</u> Costs	<u>Column 4</u> Lien amount	<u>Column 5</u> Interest (non- lienable)	<u>Column 6</u> Personal Judgment (claim and interest)	<u>Column 7</u> Primary Debtor
Lien reg. as: YR2050277 Court File No. CV-13-116991-00						Inc., and 2147650 Ontario Inc.
King-Con Corporation Lien reg. as: YR2049079 Court File No. CV-116857-00	[Incl.]	[Incl.]	\$15,000.00	\$3,724.56	\$108,298.79	Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148893 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario Inc., and 2147650 Ontario Inc.
The Sanderson- Harold Company Ltd., Paris Kitchens Lien reg. as: YR2058638 Court File No. CV-15-539365	[Incl.]	[Incl.]	\$45,000.00	\$7,282.91	\$211,152.91	Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148893 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario Inc., and 2147650 Ontario Inc.
669857 Ontario Inc. o/a Alma Mechanical Lien reg. as: YR2060246 Court File No. CV-13-117214-00	[Incl.]	[Incl.]	\$25,000.00	\$3,733.38	\$112,020.38	Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148893 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario Inc., and 2147650 Ontario Inc.
TOTALS			\$717,938.52			

<u>Column 1</u> Name of person entitled to Construction Lien	<u>Column 2</u> Principal	<u>Col. 3</u> Costs	<u>Column 4</u> Lien amount	<u>Column 5</u> Interest (non- lienable)	<u>Column 6</u> Personal Judgment (claim and interest)	<u>Column 7</u> Primary Debtor

Schedule B Non-lien claims, personal judgment only

<u>Column 1</u> Name of person entitled to personal judgment only	<u>Column 2</u> Principal	<u>Column 3</u> Costs	<u>Column 4</u> Interest	<u>Column 5</u> Personal judgment amount (claim and interest)	<u>Column 6</u> Primary Debtor
Argyle Hardwood & Flooring Ltd.	\$129,516.11	0	\$4,226.95	\$133,743.06	Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148893 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario Inc., and 2147650 Ontario Inc.
TOTAL:				\$133,743.06	

SCHEDULE C Legal Description

1. Lot 1, Plan 65M4249, Town of Richmond Hill; PIN: 03206-3418 (LT)
2. Lot 23, Plan 65M4249, Town of Richmond Hill; PIN: 03206-3440 (LT)
3. Lot 24, Plan 65M4249, Town of Richmond Hill; PIN: 03206-3441 (LT)
4. Lot 18, Plan 65M4331, Town of Richmond Hill; PIN: 03206-3502 (LT)
5. Lot 19, Plan 65M4331, Town of Richmond Hill; PIN: 03206-3502 (LT)
6. Lot 20, Plan 65M4331, Town of Richmond Hill; PIN: 03206-3503 (LT)
7. Lot 22, Plan 65M4331, Town of Richmond Hill; PIN: 03206-3505 (LT)
8. Lot 23, Plan 65M4331, Town of Richmond Hill; PIN: 03206-3506 (LT)
9. Lot 24, Plan 65M4331, Town of Richmond Hill; PIN: 03206-3507 (LT)
10. Lot 25, Plan 65M4331, Town of Richmond Hill; PIN: 03206-3508 (LT)

SCHEDULE D

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

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

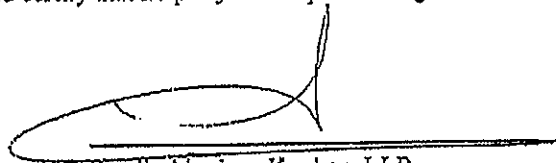
IN THE MATTER OF A PLAN OF COMPROMISE OF ARRANGEMENT OF
SILVER STREAMS HOMES INC., SILVER STREAMS HOMES (PUCCINI) INC.,
2148993 ONTARIO INC., 2148990 ONTARIO INC., 2147681 ONTARIO INC.
AND 2147650 ONTARIO INC.

CONSENT

THE PARTIES HERETO, Puccini Mortgage Corp., 53 Puccini Mortgage Corp.,
388242 Ontario Limited, Dapaul Management Limited, Nastell Investments Limited,
Castle Lane Design Group Inc and Bank of Montreal, by their lawyers, consent to the
Procedural Order attached hereto and certify that no party to this proceeding is under
any legal disability.

Date:

19/13/2014



Drudi Alexiou Kuchar LLP
7050 Weston Road, Suite 610
Vaughan, Ontario L4L 8G7

Marco Drudi
Tel: (905) 850-6116 / Fax: (905) 850-9146

Lawyers for Puccini Mortgage Corp., 53
Puccini Mortgage Corp., 388242 Ontario
Limited, Dapaul Management Limited,
Nastell Investments Limited, Castle
Lane Design Group Inc.

Date:

29 13, 2016Agueci & Calabretta per AF

Agueci & Calabretta
5700 Yonge Street
Suite 1100,
North York, Ontario,
Lawyers for Bank of Montreal

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

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

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

PROCEDURAL ORDER # _____

An issue has arisen between the Bank of Montreal and the Private Mortgagees regarding the costs claimed by the Bank of Montreal in relation to this Reference and the source of the funds to pay such costs.

On the Consent of the Defendants Puccini Mortgage Corp., 53 Puccini Mortgage Corp., 388242 Ontario Limited, Dapaul Management Limited, Nastell Investments Limited and Castle Lane Design Group Inc. and the Bank of Montreal,

1. I hereby direct that the Monitor pay, on a without prejudice basis, from the funds held by the Monitor, after payment of the amounts found to be payable to the Lien Claimants from said funds, but before payment of the amounts owed to the Defendants, Puccini Mortgage Corp., 53 Puccini Mortgage Corp., 388242 Ontario Limited, Dapaul Management Limited, Nastell Investments Limited and Castle Lane Design Group Inc. (the "Private Mortgagees"), the legal costs incurred by Bank of Montreal ("BMO") arising in relation to this Reference which have not been otherwise reimbursed, on the following terms and conditions:

- (a) By no later than August 15, 2016, BMO shall deliver to the Monitor, and to the lawyers for the Private Mortgagees, copies of

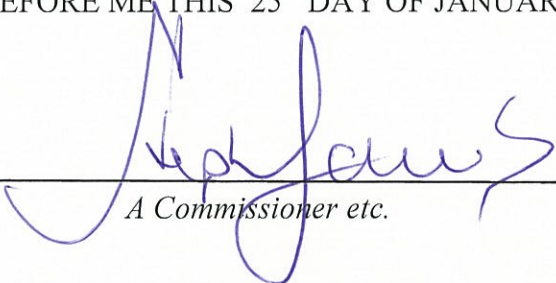
all Accounts received by BMO and to be paid by the Monitor (the "Accounts");

- (b) By no later than August 15, 2016, BMO will provide to the Private Mortgagees, and file with me, a Bill of Costs, the dockets of the lawyers involved in the Accounts and, where requested, will provide to the Private Mortgagees copies of the invoices/receipts for disbursements;
- (c) The payment of the funds to BMO will be without prejudice to the rights of the parties herein and BMO will execute a reimbursement agreement in favour of the Private Mortgagees wherein BMO agrees to reimburse the Private Mortgagees after costs are fixed by me should I reduce the Accounts/Bill of Costs;
- (d) I will set a date for the half-day hearing on the costs to be heard not later than September 15th, 2016. Where the amount paid by the Monitor pursuant to this Order to BMO exceeds the amount of costs I order payable to BMO, BMO shall remit the excess payment to the Private Mortgagees within 15 days from my finding; however, if at the time of my finding the Monitor has not yet paid the costs of BMO, then the Monitor shall pay to BMO, from the fund, the amount I order payable to BMO as costs; and
- (e) Within 10 days from receipt of the payment by the Monitor to BMO, BMO is to register a discharge of their Mortgage on Lot 18, M-Plan 65M4331.

ALL OF WHICH IS ORDERED AND DIRECTED THIS _____ DAY OF
JULY, 2016

DUNCAN W. GLAHOLT, REFEREE

THIS IS **EXHIBIT "E"** REFERRED TO IN THE
AFFIDAVIT OF **IMRAN JINNAH**
SWORN BEFORE ME THIS 25th DAY OF JANUARY, 2017



A Commissioner etc.

Court File No. 13-10362-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE

JUSTICE WILTON-SIEGEL

)
)
)

MONDAY, THE 7TH
DAY OF NOVEMBER, 2016,



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.,
2148893 ONTARIO INC., 2148990 ONTARIO INC., 2147681 ONTARIO INC., and
2146750 ONTARIO INC.

APPLICANTS

O R D E R

THIS MOTION, made by the Bank of Montreal to oppose confirmation of the Final Report of Duncan Glaholt dated September 28th, 2016 (the "Report"),

ON READING the Motion Record of the Bank of Montreal ("BMO") and on reading the Consent of the Bank of Montreal and Puccini Mortgage Corp., Dapaul Management Limited, 388242 Ontario Limited, 53 Puccini Mortgage Corp., Nastell Investments Limited and Castle Lane Design Group Inc. (the "Private Mortgagees") on hearing the submissions of the lawyer(s) for the BMO and the Private Mortgagees,

1. **THIS COURT ORDERS** that the "Report" be confirmed "as-is" with the following exceptions:

a. The issue of the costs fixed by the Referee in paragraph 2 of the Report (the "Costs"), will be argued by BMO and the Private Mortgagees on a date to be scheduled by me with the involvement of counsel (the "New Motion Date");

b. Instead of BMO receiving the \$50,000.00 from the Fund as set out in paragraph 4(b) of the Report, \$456,125.72 shall be paid by the Monitor into the trust account of Agueci, Calabretta ("A&C"), to be held in escrow, pending the outcome of this Motion and/or any Appeal from any Order made on this Motion regarding the Costs.

c. Agueci, Calabretta shall pay to BMO the costs as determined by the Court upon final Order and shall remit the balance to Jack Greenberg, in trust;

d. Upon receipt of the \$456,125.72 from the Monitor as per paragraph 1(b) herein, BMO will discharge all of its security on Lot 18 as agreed to in paragraph 1(e) of the Procedural Order which was attached to the Partial Report dated August 11th, 2016; and

e. The issue regarding the priorities as between BMO and the Private Mortgagees referred to in paragraph 4 (c) of the Report will be argued on the New Motion Date.

A. New-L.T.

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

NOV 07 2016

PER / PAR: 

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. c-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF SILVER STREAMS HOMES INC., SILVER STREAMS
HOMES (PUCCINI) INC., 2148993 ONTARIO INC., 2148990 ONTARIO INC., 2147681 ONTARIO INC. and 2146750 ONTARIO INC.

Court File No. 13-10362-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE
(Commercial List)

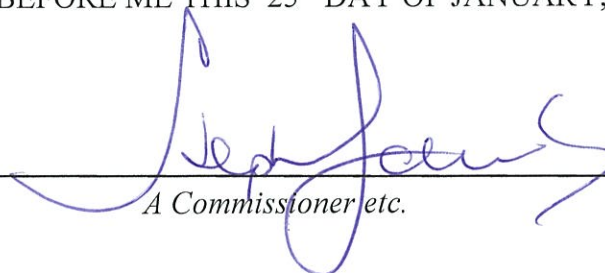
Proceeding commenced at TORONTO

ORDER

AGUECI & CALABRETTA
Barristers & Solicitors
5700 Yonge Street, Suite 1110
Toronto, Ontario M2M 4K2

Jeffrey Spiegelman - LSUC #312990
Tel: (416) 250-5700
Fax: (416) 250-5797
Lawyer for the Bank of Montreal

THIS IS **EXHIBIT "F"** REFERRED TO IN THE
AFFIDAVIT OF **IMRAN JINNAH**
SWORN BEFORE ME THIS 25th DAY OF JANUARY, 2017



A Commissioner etc.

November-04-16
12:48 PM

101



Tarion Warranty Corporation

Corporate Office
5160 Yonge Street, 12th Floor
Toronto, Ontario M2N 6L9
Toll Free: 1-877-962-7666
www.tarion.com

December 9, 2015

2015 DEC 11 AM 11:35

By Courier & Fax 416-598-6076

Bank of Montreal
Trade Finance Operations
234 Simcoe Street, 3rd Floor
Toronto, ON M5T 1T4

Dear Sir/Madam:

RE: Letter of Credit No.: BMT03656210S
Date of Issuance: April 12, 2012
Current Value: \$250,000.00 CAD
Beneficiary: Tarion Warranty Corporation
Applicant: 2147650 Ontario Inc., 2148990 Ontario Inc. and 2148993 Ontario Inc.
Registrant: Silver Streams Homes Inc., Whitby Mews Developments Inc.,
D & I Developments Inc., 2147650 Ontario Inc., 2148990 Ontario Inc.,
2148993 Ontario Inc., 2148991 Ontario Inc., and 2147681 Ontario Inc.
Vendor/Builder No.: 40568, 40569, 40570, and 42077

We hereby demand payment of \$188,800.18 CAD being drawn pursuant to the above-referenced Irrevocable Standby Letter of Credit and confirm that the monies being drawn under this Letter of Credit are being drawn in respect of obligations owed by the Registrant to the Beneficiary.

"Drawn under Bank of Montreal, Trade Finance Operations, 234 Simcoe Street, 3rd Floor, Toronto, Ontario M5T 1T4, Letter of Credit No. BMT03656210S dated April 12, 2012".

Please remit certified payment as soon as possible to the attention of the undersigned.

Yours truly,

Odette Faria
Senior Collections Analyst
Tarion Warranty Corporation
5160 Yonge St., 12th Floor
Toronto, ON
M2N 6L9
Tel: (416) 229-3866
Fax: (416) 229-3822
E-mail: odette.faria@tarion.com

[illegible]

No Declared Value Entered By Sender / Aucune valeur déclarée entrée pa

CONDITIONS OF CARRIAGE

IMPORTANT - PLEASE READ: The consignee agrees that the act of tendering the s/c represents the s/c's consent to transport carrier for transportation shall be sufficient to constitute signature of this bill of lading by the consignee and shall bind the consignee to the conditions of carriage stated below.

[illegible][illegible][illegible][illegible]

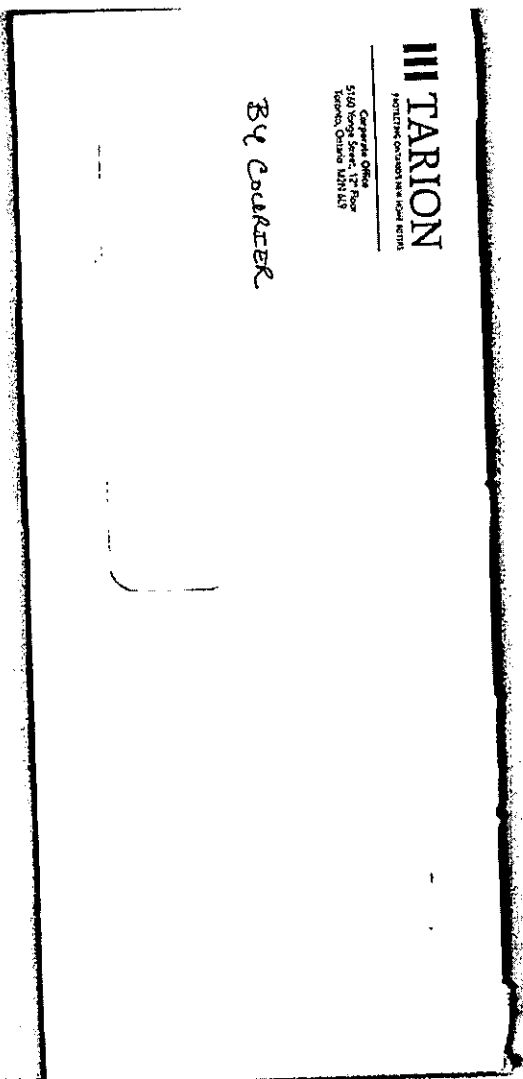
ENTIRE AGREEMENT: The terms and conditions contained in this list of leasing, including those incorporated herein by reference, constitute the entire agreement relating to the lease(s) of the premises described in this list of leasing, and no agent, servant or representative of any carrier or contributor has the authority to alter, amend or discontinue in any way the production of this Agreement. In handling the attached restricted ticket(s) for example, the carrier(s) agree(s) to these terms and conditions on its own behalf and on behalf of it a derivative and any other party claimant(s) as interest in the shipment.

III TARIION

PROTECTING OUR INVESTMENTS

Corporate Office
5150 Yonge Street, 12th Floor
Toronto, Ontario M2N 6L7

BY CURIER





5511585

Tarion Warranty Corporation
Corporate Office
5160 Yonge Street, 12th Floor
Toronto, Ontario M2N 6L9
Toll-Free: 1-877-962-7466
www.tarion.com

POC EX-44

January 14, 2016

2016 JAN 19 P 12:45

By Mail & Fax 416-598-6076

Bank of Montreal
Trade Finance Operations
234 Simcoe Street, 3rd Floor
Toronto, ON M5T 1T4

Dear Sir/Madam:

RE: Letter of Credit No.: BMT03656210S
Date of Issuance: April 12, 2012
Current Value: \$61,199.82 CAD
Beneficiary: Tarion Warranty Corporation
Applicant: 2147650 Ontario Inc., 2148990 Ontario Inc. and 2148993 Ontario Inc.
Registrant: Silver Streams Homes Inc., Whitby Mews Developments Inc.,
D & I Developments Inc., 2147650 Ontario Inc., 2148990 Ontario Inc.,
2148993 Ontario Inc., 2148991 Ontario Inc., and 2147681 Ontario Inc.
Vendor/Builder No.: 40568, 40569, 40570, and 42077

We hereby demand payment of \$2,196.02 CAD being drawn pursuant to the above-referenced Irrevocable Standby Letter of Credit and confirm that the monies being drawn under this Letter of Credit are being drawn in respect of obligations owed by the Registrant to the Beneficiary.

"Drawn under Bank of Montreal, Trade Finance Operations, 234 Simcoe Street, 3rd Floor, Toronto, Ontario M5T 1T4, Letter of Credit No. BMT03656210S dated April 12, 2012".

Please remit certified payment as soon as possible to the attention of the undersigned.

Yours truly,

Odette Faria
Senior Collections Analyst
Tarion Warranty Corporation
5160 Yonge St., 12th Floor
Toronto, ON
M2N 6L9
Tel: (416) 229-3866
Fax: (416) 229-3822
E-mail: odette.faria@tarion.com



WIT# 55366:23

Tarion Warranty Corporation

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

February 11, 2016

2016 FEB 12 A 9 52

By Courier & Fax 416-598-6076

Bank of Montreal
Trade Finance Operations
234 Simcoe Street, 3rd Floor
Toronto, ON M5T 1T4

Dear Sir/Madam:

RE: Letter of Credit No.: BMT03656210S
Date of Issuance: April 12, 2012
Current Value: \$59,003.80 CAD
Beneficiary: Tarion Warranty Corporation
Applicant: 2147650 Ontario Inc., 2148990 Ontario Inc. and 2148993 Ontario Inc.
Registrant: Silver Streams Homes Inc., Whitby Mews Developments Inc.,
D & I Developments Inc., 2147650 Ontario Inc., 2148990 Ontario Inc.,
2148993 Ontario Inc., 2148991 Ontario Inc., and 2147681 Ontario Inc.
Vendor/Builder No.: 40568, 40569, 40570, and 42077

We hereby demand payment of **\$11,759.39 CAD** being drawn pursuant to the above-referenced Irrevocable Standby Letter of Credit and confirm that the monies being drawn under this Letter of Credit are being drawn in respect of obligations owed by the Registrant to the Beneficiary.

"Drawn under Bank of Montreal, Trade Finance Operations, 234 Simcoe Street, 3rd Floor, Toronto, Ontario M5T 1T4, Letter of Credit No. BMT03656210S dated April 12, 2012".

Please remit certified payment as soon as possible to the attention of the undersigned.

Yours truly,

Odette Faria
Senior Collections Analyst
Tarion Warranty Corporation
5160 Yonge St., 12th Floor
Toronto, ON
M2N 6L9
Tel: (416) 229-3866
Fax: (416) 229-3822
E-mail: odette.faria@tarion.com



Tarion Warranty Corporation

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

W/L: 5605411

April 15, 2016

By Mail & Fax 416-598-6076

Bank of Montreal
Trade Finance Operations
234 Simcoe Street, 3rd Floor
Toronto, ON M5T 1T4

2016 APR 20 P 12:14

Dear Sir/Madam:

RE: Letter of Credit No.: BMT03656210S
Date of Issuance: April 12, 2012
Current Value: \$47,244.41 CAD
Beneficiary: Tarion Warranty Corporation
Applicant: 2147650 Ontario Inc., 2148990 Ontario Inc. and 2148993 Ontario Inc.
Registrant: Silver Streams Homes Inc., Whitby Mews Developments Inc.,
D & I Developments Inc., 2147650 Ontario Inc., 2148990 Ontario Inc.,
2148993 Ontario Inc., 2148991 Ontario Inc., and 2147681 Ontario Inc.
Vendor/Builder No.: 40568, 40569, 40570, and 42077

We hereby demand payment of \$2,237.76 CAD being drawn pursuant to the above-referenced Irrevocable Standby Letter of Credit and confirm that the monies being drawn under this Letter of Credit are being drawn in respect of obligations owed by the Registrant to the Beneficiary.

"Drawn under Bank of Montreal, Trade Finance Operations, 234 Simcoe Street, 3rd Floor, Toronto, Ontario M5T 1T4, Letter of Credit No. BMT03656210S dated April 12, 2012".

Please remit certified payment as soon as possible to the attention of the undersigned.

Yours truly,

Odette Faria
Senior Collections Analyst
Tarion Warranty Corporation
5160 Yonge St., 12th Floor
Toronto, ON
M2N 6L9
Tel: (416) 229-3866
Fax: (416) 229-3822
E-mail: odette.faria@tarion.com



Tarion Warranty Corporation

Corporate Office
5160 Yonge Street, 12th Floor
Toronto, Ontario M2N 6L9
Tel/Fax: 1-877-982-7466
www.tarion.com

May 17, 2016

By Mail & Fax 416-598-6076

2016 MAY 19 A 11: 03

5637038

Bank of Montreal
Trade Finance Operations
234 Simcoe Street, 3rd Floor
Toronto, ON M5T 1T4

Dear Sir/Madam:

RE: Letter of Credit No.: BMT03656210S
Date of Issuance: April 12, 2012
Current Value: \$45,006.65 CAD
Beneficiary: Tarion Warranty Corporation
Applicant: 2147650 Ontario Inc., 2148990 Ontario Inc. and 2148993 Ontario Inc.
Registrant: Silver Streams Homes Inc., Whitby Mews Developments Inc.,
D & I Developments Inc., 2147650 Ontario Inc., 2148990 Ontario Inc.,
2148993 Ontario Inc., 2148991 Ontario Inc., and 2147681 Ontario Inc.
Vendor/Builder No.: 40568, 40569, 40570, and 42077

We hereby demand payment of \$6,292.82 CAD being drawn pursuant to the above-referenced Irrevocable Standby Letter of Credit and confirm that the monies being drawn under this Letter of Credit are being drawn in respect of obligations owed by the Registrant to the Beneficiary.

"Drawn under Bank of Montreal, Trade Finance Operations, 234 Simcoe Street, 3rd Floor, Toronto, Ontario M5T 1T4, Letter of Credit No. BMT03656210S dated April 12, 2012".

Please remit certified payment as soon as possible to the attention of the undersigned.

Yours truly,

Odette Faria
Senior Collections Analyst
Tarion Warranty Corporation
5160 Yonge St., 12th Floor
Toronto, ON
M2N 6L9
Tel: (416) 229-3866
Fax: (416) 229-3822
E-mail: odette.faria@tarion.com



5697326

Tarion Warranty Corporation

Corporate Office
5160 Yonge Street, 12th Floor
Toronto, Ontario M2N 6L9
Tel: Free 1-877-982-7466
www.tarion.com

July 14, 2016

2016 JUL 18 P 1:13

By Mail & Fax 416-598-6076

Bank of Montreal
Trade Finance Operations
234 Simcoe Street, 3rd Floor
Toronto, ON M5T 1T4

Dear Sir/Madam:

RE: Letter of Credit No.: BMT03656210S
Date of Issuance: April 12, 2012
Current Value: \$38,713.83 CAD
Beneficiary: Tarion Warranty Corporation
Applicant: 2147650 Ontario Inc., 2148990 Ontario Inc. and 2148993 Ontario Inc.
Registrant: Silver Streams Homes Inc., Whithy Mews Developments Inc.,
D & I Developments Inc., 2147650 Ontario Inc., 2148990 Ontario Inc.,
2148993 Ontario Inc., 2148991 Ontario Inc., and 2147681 Ontario Inc.
Vendor/Builder No.: 40568, 40569, 40570, and 42077

We hereby demand payment of \$1,130.00 CAD being drawn pursuant to the above-referenced Irrevocable Standby Letter of Credit and confirm that the monies being drawn under this Letter of Credit are being drawn in respect of obligations owed by the Registrant to the Beneficiary.

"Drawn under Bank of Montreal, Trade Finance Operations, 234 Simcoe Street, 3rd Floor, Toronto, Ontario M5T 1T4, Letter of Credit No. BMT03656210S dated April 12, 2012".

Please remit certified payment as soon as possible to the attention of the undersigned.

Yours truly,

Odette Faria
Senior Collections Analyst
Tarion Warranty Corporation
5160 Yonge St., 12th Floor
Toronto, ON
M2N 6L9
Tel: (416) 229-3866
Fax: (416) 229-3822
E-mail: odette.faria@tarion.com

Doc. EX-100-1

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EVA

November-04-16
12:54 PM

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3/25/2016 3:13 PM FROM: 4162292200 TO: 4165986076 PAGE: 021 OF 001

Doc 60

5765784



Tarion Warranty Corporation

Corporate Office
5162 Yonge Street, 12th Floor
Toronto, Ontario M2N 6L9
Tel: (416) 229-3866
www.tarion.com

September 20, 2016

By Mail & Fax 416-598-6076

Bank of Montreal
Trade Finance Operations
234 Simcoe Street, 3rd Floor
Toronto, ON M5T 1T4

Dear Sir/Madam:

RE: Letter of Credit No.: BMT03656210S
Date of Issuance: April 12, 2012
Current Value: \$37,583.83 CAD
Beneficiary: Tarion Warranty Corporation
Applicant: 2147650 Ontario Inc., 2148990 Ontario Inc. and 2148993 Ontario Inc.
Registrant: Silver Streams Homes Inc., Whilby Mews Developments Inc.,
D & I Developments Inc., 2147650 Ontario Inc., 2148990 Ontario Inc.,
2148993 Ontario Inc., 2148991 Ontario Inc., and 2147681 Ontario Inc.
Vendor/Builder No.: 40568, 40569, 40570, and 42077

We hereby demand payment of \$2,914.40 CAD being drawn pursuant to the above-referenced Irrevocable Standby Letter of Credit and confirm that the monies being drawn under this Letter of Credit are being drawn in respect of obligations owed by the Registrant to the Beneficiary.

"Drawn under Bank of Montreal, Trade Finance Operations, 234 Simcoe Street, 3rd Floor, Toronto, Ontario M5T 1T4, Letter of Credit No. BMT03656210S dated April 12, 2012".

Please remit certified payment as soon as possible to the attention of the undersigned.

Yours truly,

Odette Faria
Senior Collections Analyst
Tarion Warranty Corporation
5160 Yonge St., 12th Floor
Toronto, ON
M2N 6L9
Tel: (416) 229-3866
Fax: (416) 229-3822
E-mail: odette.faria@tarion.com

2016 SEP 20 P 3 24

November-04-16
12:55 PM



Tarion Warranty Corporation

Corporate Office
5160 Yonge Street, 12th Floor
Toronto, Ontario M2N 6L9
Tel-Free: 1-877-982-7466
www.tarion.com

October 18, 2016

By Mail & Fax 416-598-6076

Bank of Montreal
Trade Finance Operations
234 Simcoe Street, 3rd Floor
Toronto, ON M5T 1T4

Dear Sir/Madam:

RE: Letter of Credit No.: BMT0365621OS
Date of Issuance: April 12, 2012
Current Value: \$34,669.43 CAD
Beneficiary: Tarion Warranty Corporation
Applicant: 2147650 Ontario Inc., 2148990 Ontario Inc. and 2148993 Ontario Inc.
Registrant: Silver Streams Homes Inc., Whithy Mews Developments Inc.,
D & I Developments Inc., 2147650 Ontario Inc., 2148990 Ontario Inc.,
2148993 Ontario Inc., 2148991 Ontario Inc., and 2147681 Ontario Inc.
Vendor/Builder No.: 40568, 40569, 40570, and 42077

We hereby demand payment of \$4,805.75 CAD being drawn pursuant to the above-referenced Irrevocable Standby Letter of Credit and confirm that the monies being drawn under this Letter of Credit are being drawn in respect of obligations owed by the Registrant to the Beneficiary.

"Drawn under Bank of Montreal, Trade Finance Operations, 234 Simcoe Street, 3rd Floor, Toronto, Ontario M5T 1T4, Letter of Credit No. BMT0365621OS dated April 12, 2012".

Please remit certified payment as soon as possible to the attention of the undersigned.

Yours truly,

Odette Faria
Senior Collections Analyst
Tarion Warranty Corporation
5160 Yonge St., 12th Floor
Toronto, ON
M2N 6L9
Tel: (416) 229-3866
Fax: (416) 229-3822
E-mail: odette.faria@tarion.com

2016 OCT 19 A 9 31

THIS IS **EXHIBIT "G"** REFERRED TO IN THE
AFFIDAVIT OF **IMRAN JINNAH**
SWORN BEFORE ME THIS 25th DAY OF JANUARY, 2017



A Commissioner etc.

Lynn Lee

From: Slavens, Adam [aslavens@torys.com]
Sent: Wednesday, January 11, 2017 10:58 AM
To: Maya Poliak
Cc: (Aird) Ian E. Aversa (iaversa@airdberlis.com)
Subject: In the matter of plan of compromise or arrangement of Silver Streams Homes Inc., et al.
Attachments: Silverstreams - LC Spreadsheet.xlsx

WITHOUT PREJUDICE
FOR DISCUSSION PURPOSES ONLY

Hi Maya,

Further to our discussion of yesterday, please find attached a copy of the updated report from Tarion.

Adam
P. 416.865.7333 | F. 416.865.7380 | 1.800.505.8679
79 Wellington St. W., 30th Floor, Box 270, TD South Tower
Toronto, Ontario M5K 1N2 Canada | www.torys.com

TORYS
LLP

This email and any attachments are for the sole use of the intended recipients and may be privileged or confidential. Any distribution, printing or other use by anyone else is prohibited. If you are not an intended recipient, please contact the sender immediately, and permanently delete this email and attachments.

Le présent courriel et les documents qui y sont joints sont exclusivement réservés à l'utilisation des destinataires concernés et peuvent être de nature privilégiée ou confidentielle. Toute distribution, impression ou autre utilisation est interdite aux autres personnes. Si vous ne faites pas partie des destinataires concernés, veuillez en informer immédiatement l'expéditeur, ainsi que supprimer ce courriel et les documents joints de manière permanente.

DRAFT 11/01/17. WITHOUT PREJUDICE. FOR DISCUSSION PURPOSES ONLY.

Date of Drawdown	Vendor No.	Vendor Name	LC#	Enrolment#	Security Drawdown	Municipal Address
12/17/2015	40568	2148990 Ontario Inc.	BMT0365621OS	1648871	5,570.61	96 Puccini Dr., RICHMOND HILL, ON L4E 2Z1
12/17/2015	40568	2148990 Ontario Inc.	BMT0365621OS	1762553	1,130.00	60 Puccini Dr., RICHMOND HILL, ON L4E OR5
12/17/2015	40568	2148990 Ontario Inc.	BMT0365621OS	1762554	1,130.00	62 Puccini Dr., RICHMOND HILL, ON L4E OR5
12/17/2015	40568	2148990 Ontario Inc.	BMT0365621OS	1889853	12,825.00	70 Puccini Dr., RICHMOND HILL, ON L4E OR5
12/17/2015	40568	2148990 Ontario Inc.	BMT0365621OS	1889855	1,130.00	66 Puccini Dr., RICHMOND HILL, ON L4G OH4
12/17/2015	40568	2148990 Ontario Inc.	BMT0365621OS	1889856	4,956.75	64 Puccini Dr., RICHMOND HILL, ON L4E OR5
12/17/2015	40568	2148990 Ontario Inc.	BMT0365621OS	1889858	9,016.13	20 Rossini Dr., RICHMOND HILL, ON L4E OR5
12/17/2015	40568	2148990 Ontario Inc.	BMT0365621OS	1889861	17,955.61	21 Rossini Dr., RICHMOND HILL, ON L4E OR5
12/17/2015	40568	2148990 Ontario Inc.	BMT0365621OS	1889862	23,311.00	19 Rossini Dr., RICHMOND HILL, ON L4E OR5
Totals					77,025.10	
12/17/2015	40569	2148993 Ontario Inc.	BMT0365621OS	1889863	20,635.97	19 Rossini Dr., RICHMOND HILL, ON L4E OR5
12/17/2015	40569	2148993 Ontario Inc.	BMT0365621OS	1889864	1,130.00	82 Puccini Dr., RICHMOND HILL, ON L4E 2Z1
12/17/2015	40569	2148993 Ontario Inc.	BMT0365621OS	1889865	31,107.69	80 Puccini Dr., RICHMOND HILL, ON L4E 2Z1
Totals					52,873.66	
12/17/2015	40570	2147681 Ontario Inc.	BMT0365621OS	1889873	5,406.38	59 Rossini Dr., RICHMOND HILL, ON L4E OW3
12/17/2015	40570	2147681 Ontario Inc.	BMT0365621OS	1648877	4,860.56	50 Rossini Dr., RICHMOND HILL, ON L4E 2Z2
12/17/2015	40570	2147681 Ontario Inc.	BMT0365621OS	1889867	17,175.55	66 Rossini Dr., RICHMOND HILL, ON L4E OW3
12/17/2015	40570	2147681 Ontario Inc.	BMT0365621OS	1889868	7,903.24	64 Rossini Dr., RICHMOND HILL, ON L4E OW3
12/17/2015	40570	2147681 Ontario Inc.	BMT0365621OS	1889869	2,103.94	62 Rossini Dr., RICHMOND HILL, ON L4E OW3
12/17/2015	40570	2147681 Ontario Inc.	BMT0365621OS	1889871	2,148.10	96 Puccini Dr., RICHMOND HILL, ON L4E 2Z1
12/17/2015	40570	2147681 Ontario Inc.	BMT0365621OS	1889874	8,853.86	61 Rossini Dr., RICHMOND HILL, ON L4E OW3
12/17/2015	40570	2147681 Ontario Inc.	BMT0365621OS	1889875	9,319.79	63 Rossini Dr., RICHMOND HILL, ON L4E OW3
Totals					57,771.42	
12/17/2015	42077	D & I Developments Inc.	BMT0365621OS	1847080	1,130.00	93 Pine Hollow Cres., VAUGHAN, ON L6A 2L5
Totals					1,130.00	
1/25/2016	40570	2147681 Ontario Inc.	BMT0365621OS	1648877	2,196.02	50 Rossini Dr., RICHMOND HILL, ON L4E 2Z2
Totals					2,196.02	
2/19/2016	40568	2148990 Ontario Inc.	BMT0365621OS	1762553	1,210.44	60 Puccini Dr., RICHMOND HILL, ON L4E OR5
2/19/2016	40568	2148990 Ontario Inc.	BMT0365621OS	1889855	9,418.95	66 Puccini Dr., RICHMOND HILL, ON L4G OH4
2/19/2016	40568	2148990 Ontario Inc.	BMT0365621OS	1889861	1,130.00	21 Rossini Dr., RICHMOND HILL, ON L4E OR5
Totals					11,759.39	
4/26/2016	40568	2148990 Ontario Inc.	BMT0365621OS	1762553	526.28	60 Puccini Dr., RICHMOND HILL, ON L4E OR5
4/26/2016	40568	2148990 Ontario Inc.	BMT0365621OS	1889854	1,130.00	68 Puccini Dr., RICHMOND HILL, ON L4E OR5
4/26/2016	40568	2148990 Ontario Inc.	BMT0365621OS	1889861	581.48	21 Rossini Dr., RICHMOND HILL, ON L4E OR5
Totals					2,237.76	
5/27/2016	40568	2148990 Ontario Inc.	BMT0365621OS	1762553	5,204.28	60 Puccini Dr., RICHMOND HILL, ON L4E OR5
Totals					5,204.28	
5/27/2016	40570	2147681 Ontario Inc.	BMT0365621OS	1889869	1,088.54	62 Rossini Dr., RICHMOND HILL, ON L4E OW3
Totals					1,088.54	
7/25/2016	40568	2148990 Ontario Inc.	BMT0365621OS	1889854	1,130.00	68 Puccini Dr., RICHMOND HILL, ON L4E OR5
Totals					1,130.00	
9/23/2016	40568	2148990 Ontario Inc.	BMT0365621OS	1648871	2,105.10	96 Puccini Dr., RICHMOND HILL, ON L4E 2Z1
9/23/2016	40568	2148990 Ontario Inc.	BMT0365621OS	1889854	809.30	68 Puccini Dr., RICHMOND HILL, ON L4E OR5
Totals					2,914.40	
10/25/2016	40568	2148990 Ontario Inc.	BMT0365621OS	1889854	526.28	68 Puccini Dr., RICHMOND HILL, ON L4E OR5

Date of Drawdown	Vendor No.	Vendor Name	LC#	Enrolment#	Security Drawdown	Municipal Address
10/25/2016	40568	2148990 Ontario Inc.	BMT0365621OS	1889856	518.09	64 Puccini Dr., RICHMOND HILL, ON L4E 0R5
Totals					1,044.37	
10/25/2016	40569	2148993 Ontario Inc.	BMT0365621OS	1889865	1,130.00	80 Puccini Dr., RICHMOND HILL, ON L4E 2Z1
Totals					1,130.00	
10/25/2016	40570	2147681 Ontario Inc.	BMT0365621OS	1889869	2,631.38	62 Rossini Dr., RICHMOND HILL, ON L4E 0W3
Totals					2,631.38	
11/29/2016	40569	2148993 Ontario Inc.	BMT0365621OS	1889865	2,514.43	80 Puccini Dr., RICHMOND HILL, ON L4E 2Z1
Totals					2,514.43	
Grand Total:					222,650.75	

LETTERS OF CREDIT ON HAND

VB Number	VB Name	VB Status
BMT0241737OS - \$270,000		
34331	Silver Streams Homes Inc.	Registered

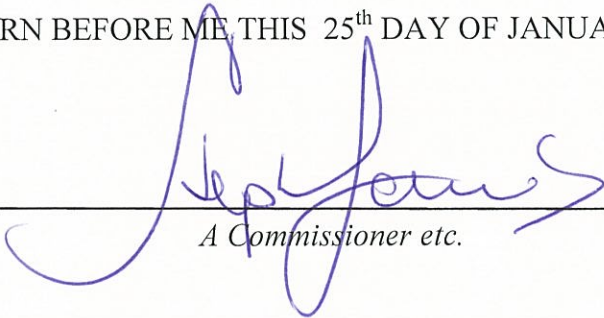
BMT0313560OS - \$400,000

34331	Silver Streams Homes Inc.	Registered
40568	2148990 Ontario Inc.	Expired
40569	2148993 Ontario Inc.	Expired
40570	2147681 Ontario Inc.	Expired
40559	2147650 Ontario Inc.	Expired
40565	2148991 Ontario Inc.	Expired
40567	Whitby Mews Developm	Expired

BMT0365621OS - \$27,349.25

34331	Silver Streams Homes Inc.	Registered
40568	2148990 Ontario Inc.	Expired
40569	2148993 Ontario Inc.	Expired
40570	2147681 Ontario Inc.	Expired
40559	2147650 Ontario Inc.	Expired
40565	2148991 Ontario Inc.	Expired
40567	Whitby Mews Developm	Expired
42077	D & I Developments Inc.	Expired

THIS IS **EXHIBIT "H"** REFERRED TO IN THE
AFFIDAVIT OF **IMRAN JINNAH**
SWORN BEFORE ME THIS 25th DAY OF JANUARY, 2017



A Commissioner etc.

Date of Drawdown	Vendor No.	Vendor Name	LC#	Enrolment#	Security Drawdown	Municipal Address
12/17/2015	40568	Silver Streams Homes (Puccini) Inc.	BMTO365621OS	1648871	5,570.61	96 Puccini Dr., RICHMOND HILL, ON L4E 2Z1
12/17/2015	40568	Silver Streams Homes Inc.	BMTO365621OS	1762553	1,130.00	60 Puccini Dr., RICHMOND HILL, ON L4E 0R5
12/17/2015	40568	Silver Streams Homes (Puccini) Inc.	BMTO365621OS	1762554	1,130.00	62 Puccini Dr., RICHMOND HILL, ON L4E 0R5
12/17/2015	40568	Silver Streams Homes (Puccini) Inc.	BMTO365621OS	1889853	12,825.00	70 Puccini Dr., RICHMOND HILL, ON L4E 0R5
12/17/2015	40568	Silver Streams Homes (Puccini) Inc.	BMTO365621OS	1889855	1,130.00	66 Puccini Dr., RICHMOND HILL, ON L4G 0H4
12/17/2015	40568	Silver Streams Homes (Puccini) Inc.	BMTO365621OS	1889856	4,956.75	64 Puccini Dr., RICHMOND HILL, ON L4E 0R5
12/17/2015	40568	Silver Streams Homes (Puccini) Inc.	BMTO365621OS	1889858	9,016.13	20 Rossini Dr., RICHMOND HILL, ON L4E 0R5
12/17/2015	40568	Silver Streams Homes (Puccini) Inc.	BMTO365621OS	1889861	17,955.61	21 Rossini Dr., RICHMOND HILL, ON L4E 0R5
12/17/2015	40568	Silver Streams Homes (Puccini) Inc.	BMTO365621OS	1889862	23,311.00	19 Rossini Dr., RICHMOND HILL, ON L4E 0R5
Totals					77,025.10	
12/17/2015	40569	Silver Streams Homes (Puccini) Inc.	BMTO365621OS	1889863	20,635.97	19 Rossini Dr., RICHMOND HILL, ON L4E 0R5
12/17/2015	40569	Silver Streams Homes (Puccini) Inc.	BMTO365621OS	1889864	1,130.00	82 Puccini Dr., RICHMOND HILL, ON L4E 2Z1
12/17/2015	40569	Silver Streams Homes (Puccini) Inc.	BMTO365621OS	1889865	31,107.69	80 Puccini Dr., RICHMOND HILL, ON L4E 2Z1
Totals					52,873.66	
12/17/2015	40570	Silver Streams Homes (Puccini) Inc.	BMTO365621OS	1889873	5,406.38	59 Rossini Dr., RICHMOND HILL, ON L4E 0W3
12/17/2015	40570	Silver Streams Homes Inc.	BMTO365621OS	1648877	4,860.56	50 Rossini Dr., RICHMOND HILL, ON L4E 2Z2
12/17/2015	40570	Silver Streams Homes (Puccini) Inc.	BMTO365621OS	1889867	17,175.55	66 Rossini Dr., RICHMOND HILL, ON L4E 0W3
12/17/2015	40570	Silver Streams Homes (Puccini) Inc.	BMTO365621OS	1889868	7,903.24	64 Rossini Dr., RICHMOND HILL, ON L4E 0W3
12/17/2015	40570	Silver Streams Homes (Puccini) Inc.	BMTO365621OS	1889869	2,103.94	62 Rossini Dr., RICHMOND HILL, ON L4E 0W3
12/17/2015	40570	Silver Streams Homes (Puccini) Inc.	BMTO365621OS	1889871	2,148.10	96 Puccini Dr., RICHMOND HILL, ON L4E 2Z1
12/17/2015	40570	Silver Streams Homes (Puccini) Inc.	BMTO365621OS	1889874	8,853.86	61 Rossini Dr., RICHMOND HILL, ON L4E 0W3
12/17/2015	40570	Silver Streams Homes (Puccini) Inc.	BMTO365621OS	1889875	9,319.79	63 Rossini Dr., RICHMOND HILL, ON L4E 0W3
Totals					57,771.42	
12/17/2015	42077	D & I Developments Inc.	BMTO365621OS	1847080	1,130.00	93 Pine Hollow Cres., VAUGHAN, ON L6A 2L5
Totals					1,130.00	
1/25/2016	40570	Silver Streams Homes Inc.	BMTO365621OS	1648877	2,196.02	50 Rossini Dr., RICHMOND HILL, ON L4E 2Z2
Totals					2,196.02	
2/19/2016	40568	Silver Streams Homes Inc.	BMTO365621OS	1762553	1,210.44	50 Puccini Dr., RICHMOND HILL, ON L4E 0R5
2/19/2016	40568	Silver Streams Homes (Puccini) Inc.	BMTO365621OS	1889855	9,418.95	66 Puccini Dr., RICHMOND HILL, ON L4G 0H4
2/19/2016	40568	Silver Streams Homes (Puccini) Inc.	BMTO365621OS	1889861	1,130.00	21 Rossini Dr., RICHMOND HILL, ON L4E 0R5
Totals					11,759.39	
4/26/2016	40568	Silver Streams Homes Inc.	BMTO365621OS	1762553	526.28	60 Puccini Dr., RICHMOND HILL, ON L4E 0R5
4/26/2016	40568	Silver Streams Homes Inc.	BMTO365621OS	1889854	1,130.00	68 Puccini Dr., RICHMOND HILL, ON L4E 0R5
4/26/2016	40568	Silver Streams Homes (Puccini) Inc.	BMTO365621OS	1889861	581.48	21 Rossini Dr., RICHMOND HILL, ON L4E 0R5
Totals					2,237.76	
5/27/2016	40568	Silver Streams Homes Inc.	BMTO365621OS	1762553	5,204.28	60 Puccini Dr., RICHMOND HILL, ON L4E 0R5
Totals					5,204.28	
5/27/2016	40570	Silver Streams Homes (Puccini) Inc.	BMTO365621OS	1889869	1,088.54	62 Rossini Dr., RICHMOND HILL, ON L4E 0W3
Totals					1,088.54	
7/25/2016	40568	Silver Streams Homes Inc.	BMTO365621OS	1889854	1,130.00	68 Puccini Dr., RICHMOND HILL, ON L4E 0R5
Totals					1,130.00	
9/23/2016	40568	Silver Streams Homes (Puccini) Inc.	BMTO365621OS	1648871	2,105.10	96 Puccini Dr., RICHMOND HILL, ON L4E 2Z1

Date of Drawdown	Vendor No.	Vendor Name	LC#	Enrolment#	Security Drawdown	Municipal Address
9/23/2016	40568	Silver Streams Homes Inc.	BMT0365621OS	1889854	809.30	68 Puccini Dr., RICHMOND HILL, ON L4E 0R5
Totals					2,914.40	
10/25/2016	40568	Silver Streams Homes Inc.	BMT0365621OS	1889854	526.28	68 Puccini Dr., RICHMOND HILL, ON L4E 0R5
10/25/2016	40568	Silver Streams Homes (Puccini) Inc.	BMT0365621OS	1889856	518.09	64 Puccini Dr., RICHMOND HILL, ON L4E 0R5
Totals					1,044.37	
10/25/2016	40569	Silver Streams Homes (Puccini) Inc.	BMT0365621OS	1889865	1,130.00	80 Puccini Dr., RICHMOND HILL, ON L4E 2Z1
Totals					1,130.00	
10/25/2016	40570	Silver Streams Homes (Puccini) Inc.	BMT0365621OS	1889869	2,631.38	62 Rossini Dr., RICHMOND HILL, ON L4E 0W3
Totals					2,631.38	
11/29/2016	40569	Silver Streams Homes (Puccini) Inc.	BMT0365621OS	1889865	2,514.43	80 Puccini Dr., RICHMOND HILL, ON L4E 2Z1
Totals					2,514.43	
Grand Total:					222,650.75	

LETTERS OF CREDIT ON HAND

VB Number	VB Name	VB Status
BMT0241737OS - \$270,000		
34331	Silver Streams Homes Inc.	Registered

BMT0313560OS - \$400,000

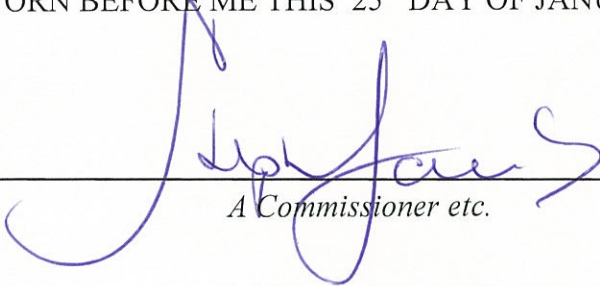
34331	Silver Streams Homes Inc.	Registered
40568	2148990 Ontario Inc.	Expired
40569	2148993 Ontario Inc.	Expired
40570	2147681 Ontario Inc.	Expired
40559	2147650 Ontario Inc.	Expired
40565	2148991 Ontario Inc.	Expired
40567	Whitby Mews Developments Inc.	Expired

BMT0365621OS - \$27,349.25

34331	Silver Streams Homes Inc.	Registered
40568	2148990 Ontario Inc.	Expired
40569	2148993 Ontario Inc.	Expired
40570	2147681 Ontario Inc.	Expired
40559	2147650 Ontario Inc.	Expired
40565	2148991 Ontario Inc.	Expired
40567	Whitby Mews Developments Inc.	Expired
42077	D & I Developments Inc.	Expired

Homes Not Sold by Silver Streams Homes Puccini Inc.	
D & I Developments Inc.	
93 Pine Hollow Cres., VAUGHAN, ON L6A 2L5	
Silver Streams Homes Inc.	
50 Rossini Dr., RICHMOND HILL, ON L4E 2Z2	
60 Puccini Dr., RICHMOND HILL, ON L4E 0R5	
68 Puccini Dr., RICHMOND HILL, ON L4E 0R5	
Grand Total	

THIS IS **EXHIBIT "I"** REFERRED TO IN THE
AFFIDAVIT OF **IMRAN JINNAH**
SWORN BEFORE ME THIS 25th DAY OF JANUARY, 2017



A Commissioner etc.

Lynn Lee

119

From: Slavens, Adam [aslavens@torys.com]
Sent: Friday, January 20, 2017 3:13 PM
To: Maya Poliak
Subject: RE: In the matter of plan of compromise or arrangement of Silver Streams Homes Inc. et al.
Attachments: APS Inventory.XLSX

Hi Maya, please find attached the reconciled list.

P. 416.865.7333 | F. 416.865.7380 | 1.800.505.8679 -----Original Message-----

From: Maya Poliak [mailto:Maya@chaitons.com]
Sent: January-19-17 4:32 PM
To: Slavens, Adam <aslavens@torys.com>
Subject: RE: In the matter of plan of compromise or arrangement of Silver Streams Homes Inc. et al.

Have you reconciled this list with the other list that I sent you?

Maya Poliak
Lawyer | Chaitons LLP | T: 416.218.1161

-----Original Message-----

From: Slavens, Adam [mailto:aslavens@torys.com]
Sent: Thursday, January 19, 2017 4:30 PM
To: Maya Poliak
Subject: FW: In the matter of plan of compromise or arrangement of Silver Streams Homes Inc. et al.

Hi Maya, the list of homes under warranty is attached. I believe that this list includes all of the homes, but to the extent that it does not, I will follow-up with the other homes ASAP.
Adam

P. 416.865.7333 | F. 416.865.7380 | 1.800.505.8679

Torys LLP
79 Wellington St. W., 30th Floor, Box 270, TD South Tower Toronto, Ontario M5K 1N2 Canada |
www.torys.com

-----Original Message-----

From: Slavens, Adam
Sent: November-25-16 12:21 PM
To: 'Maya Poliak' <Maya@chaitons.com>
Subject: In the matter of plan of compromise or arrangement of Silver Streams Homes Inc. et al.

WITHOUT PREJUDICE
FOR DISCUSSION PURPOSES ONLY

Hi Maya,

Further to our discussion of earlier today, please find attached a copy of the updated status report from Tarion.

Adam

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Tarion Warranty Corporation Warranty Services

Enrolment Details for the VBs 34331, 40559, 40568, 40569, 40570, 42077

[Run Date: November 17, 2016]

VB Number	VB Name	Enrolment Number	Enrolment Civic Address	Warranty Start Date	Warranty End Date	Years of Warranty Remaining	Claim Paid on the home	APA Provided
34331	Silver Streams Homes Inc.	1484407	19239 Yonge St. 1, HOLLAND LANDING, ON, L9N1L1, CAN	3/28/2008	3/27/2015	0		
34331	Silver Streams Homes Inc.	1484408	19241 Yonge St. 2, HOLLAND LANDING, ON, L9N1L1, CAN	7/4/2008	7/3/2015	0		
34331	Silver Streams Homes Inc.	1484409	19243 Yonge St. 3, HOLLAND LANDING, ON, L9N1L1, CAN	7/29/2008	7/28/2015	0		
34331	Silver Streams Homes Inc.	1484410	19245 Yonge St. 4, HOLLAND LANDING, ON, L9N1L1, CAN	8/8/2007	8/6/2014	0		
34331	Silver Streams Homes Inc.	1484411	19247 Yonge St. 5, HOLLAND LANDING, ON, L9N1L1, CAN	10/19/2007	10/17/2014	0		
34331	Silver Streams Homes Inc.	1484412	19249 Yonge St. 6, HOLLAND LANDING, ON, CAN	3/13/2009	3/11/2016	0		
34331	Silver Streams Homes Inc.	1484413	19251 Yonge St. 7, HOLLAND LANDING, ON, L9N1L1, CAN	6/28/2007	6/26/2014	0		
34331	Silver Streams Homes Inc.	1484414	19253 Yonge St. 8, HOLLAND LANDING, ON, L9N1L1, CAN	8/8/2007	8/6/2014	0		
34331	Silver Streams Homes Inc.	1484415	19255 Yonge St. 9, HOLLAND LANDING, ON, L9N1L1, CAN	6/28/2007	6/26/2014	0		
34331	Silver Streams Homes Inc.	1501081	2 Cascaden St. SCARBOROUGH, ON, M1V5G5, CAN	7/3/2008	7/2/2015	0	\$210.00	
34331	Silver Streams Homes Inc.	1501082	2 Lantem Crt., SCARBOROUGH, ON, CAN	7/31/2008	7/30/2015	0		
34331	Silver Streams Homes Inc.	1501083	6 Lantem Crt., SCARBOROUGH, ON, CAN	7/9/2008	7/8/2015	0		
34331	Silver Streams Homes Inc.	1501084	12 Lantem Crt., SCARBOROUGH, ON, M1V0B1, CAN	8/20/2008	8/19/2015	0		

VB Number	VB Name	Enrolment Number	Enrolment Civic Address	Warranty Start Date	Warranty End Date	Years of Warranty Remaining	Claim Paid on the home	APA Provided
34331	Silver Streams Homes Inc.	1514128	46 Parrish Ave. RICHMOND HILL, ON, CAN	1/14/2008	1/12/2015	0		
34331	Silver Streams Homes Inc.	1514129	51 Oxford St, RICHMOND HILL, ON, L4C 4L6, CAN	1/14/2008	1/12/2015	0		
34331	Silver Streams Homes Inc.	1514130	12 Bridle wood, WHITBY, ON, CAN					
34331	Silver Streams Homes Inc.	1514131	13 Bridle wood, WHITBY, ON, CAN					
34331	Silver Streams Homes Inc.	1514132	8 Lantern Crt, SCARBOROUGH, ON, M1V0B1, CAN	7/25/2008	7/24/2015	0		
34331	Silver Streams Homes Inc.	1514133	16 Lantern Crt, SCARBOROUGH, ON, M1V0B1, CAN	8/29/2008	8/28/2015	0		
34331	Silver Streams Homes Inc.	1514134	8 Cascaden St., SCARBOROUGH, ON, M1V5G5, CAN	6/23/2008	6/22/2015	0	\$315.00	
34331	Silver Streams Homes Inc.	1514135	10 Cascaden St., SCARBOROUGH, ON, M1V5G5, CAN	6/30/2008	6/29/2015	0		
34331	Silver Streams Homes Inc.	1531095	12 Cascaden St, SCARBOROUGH, ON, M1V5G5, CAN	7/25/2008	7/24/2015	0		
34331	Silver Streams Homes Inc.	1531096	16-B Cascaden St., SCARBOROUGH, ON, CAN	6/23/2008	6/22/2015	0		
34331	Silver Streams Homes Inc.	1550884	53 Puccini Dr, RICHMOND HILL, ON, L4E 2Y7, CAN	9/1/2008	8/31/2015	0		
34331	Silver Streams Homes Inc.	1556373	10 Lantern Crt, SCARBOROUGH, ON, M1V0B1, CAN	8/19/2008	8/18/2015	0		
34331	Silver Streams Homes Inc.	1556374	18 Lantern Crt, SCARBOROUGH, ON, M1V0B1, CAN	7/25/2008	7/24/2015	0		
34331	Silver Streams Homes Inc.	1556375	6 Cascaden St, SCARBOROUGH, ON, M1V5G5, CAN	6/30/2008	6/29/2015	0		
34331	Silver Streams Homes Inc.	1556376	16-A Cascaden St., SCARBOROUGH, ON, CAN	6/23/2008	6/22/2015	0		
34331	Silver Streams Homes Inc.	1648870	56 Puccini Dr., RICHMOND HILL, ON, L4E 0R6, CAN	12/21/2011	12/19/2018	2.09		
34331	Silver Streams Homes Inc.	1648871	96 Puccini Dr., RICHMOND HILL, ON, L4E 2Z1, CAN	3/7/2013	3/5/2020	3.3		Yes

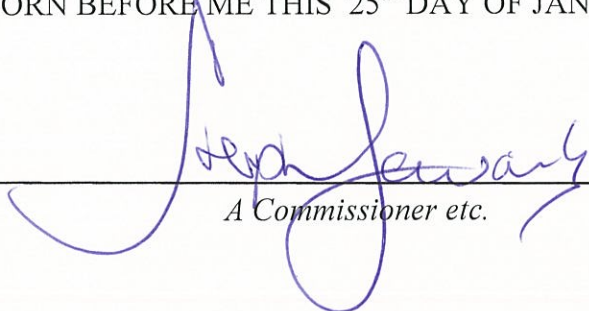
VB Number	VB Name	Enrolment Number	Enrolment Civic Address	Warranty Start Date	Warranty End Date	Years of Warranty Remaining	Claim Paid on the home	APA Provided
34331	Silver Streams Homes Inc.	1648872	2 Merton Street, RICHMOND HILL, ON, L4E 2Z2, CAN	7/23/2012	7/22/2019	2.68		
34331	Silver Streams Homes Inc.	1648873	1 Merton St., RICHMOND HILL, ON, L4E 2Z2, CAN	3/15/2012	3/14/2019	2.32		
34331	Silver Streams Homes Inc.	1648874	Puccini Dr., RICHMOND HILL, ON, CAN					
34331	Silver Streams Homes Inc.	1648875	56 Rossini Drive, RICHMOND HILL, ON, L4E 0W3, CAN	12/5/2011	12/3/2018	2.04		
34331	Silver Streams Homes Inc.	1648876	49 Rossini Dr., RICHMOND HILL, ON, L4E 2Z2, CAN	12/23/2011	12/21/2018	2.09		
34331	Silver Streams Homes Inc.	1648877	50 Rossini Dr., RICHMOND HILL, ON, L4E 2Z2, CAN	9/8/2014	9/6/2021	4.81		Yes
34331	Silver Streams Homes Inc.	1648878	48 Rossini Dr., RICHMOND HILL, ON, L4E 2Z2, CAN	2/15/2012	2/13/2019	2.24		
34331	Silver Streams Homes Inc.	1648879	45 Rossini Dr., RICHMOND HILL, ON, L4E 2Z2, CAN	1/23/2012	1/21/2019	2.18		
34331	Silver Streams Homes Inc.	1724721	7 Pavarotti St., RICHMOND HILL, ON, L4E0R5, CAN	7/5/2010	7/3/2017	0.62		
34331	Silver Streams Homes Inc.	1724722	6 Pavarotti St., RICHMOND HILL, ON, L4E0R5, CAN	6/29/2010	6/27/2017	0.61		
34331	Silver Streams Homes Inc.	1724723	8 Pavarotti St., RICHMOND HILL, ON, L4E0R5, CAN	6/29/2010	6/27/2017	0.61		
34331	Silver Streams Homes Inc.	1724724	4 Pavarotti St., RICHMOND HILL, ON, CAN					
34331	Silver Streams Homes Inc.	1724725	9 Pavarotti St., RICHMOND HILL, ON, L4E0R5, CAN	6/30/2010	6/28/2017	0.61		
34331	Silver Streams Homes Inc.	1724726	11 Pavarotti St., RICHMOND HILL, ON, L4E 0R5, CAN	6/28/2010	6/26/2017	0.61		
34331	Silver Streams Homes Inc.	1724727	3 Pavarotti St., RICHMOND HILL, ON, CAN	6/29/2010	6/27/2017	0.61		
34331	Silver Streams Homes Inc.	1724728	5 Pavarotti St., RICHMOND HILL, ON, CAN	6/28/2010	6/26/2017	0.61		
34331	Silver Streams Homes Inc.	1724730	43 Rossini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	6/18/2010	6/16/2017	0.58		

VB Number	VB Name	Enrolment Number	Enrolment Civic Address	Warranty Start Date	Warranty End Date	Years of Warranty Remaining	Claim Paid on the home	APA Provided
34331	Silver Streams Homes Inc.	1724731	41 Rossini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	9/20/2010	9/18/2017	0.84		
34331	Silver Streams Homes Inc.	1724732	39 Rossini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	7/8/2010	7/6/2017	0.63		
34331	Silver Streams Homes Inc.	1724733	37 Rossini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	6/30/2010	6/28/2017	0.61		
34331	Silver Streams Homes Inc.	1724734	35 Rossini Dr., RICHMOND HILL, ON, L4E0R5, CAN	6/24/2010	6/22/2017	0.59		
34331	Silver Streams Homes Inc.	1724735	33 Rossini Dr., RICHMOND HILL, ON, L4E0R5, CAN	6/29/2010	6/27/2017	0.61		
34331	Silver Streams Homes Inc.	1724736	31 Rossini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	8/19/2010	8/17/2017	0.75		
34331	Silver Streams Homes Inc.	1724737	29 Rossini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	7/22/2010	7/20/2017	0.67		
34331	Silver Streams Homes Inc.	1724738	24 Rossini Dr., RICHMOND HILL, ON, L4E0R5, CAN	6/21/2010	6/19/2017	0.59		
34331	Silver Streams Homes Inc.	1724739	26 Rossini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	6/22/2010	6/20/2017	0.59		
34331	Silver Streams Homes Inc.	1724740	30 Rossini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	6/23/2010	6/21/2017	0.59		
34331	Silver Streams Homes Inc.	1724741	28 Rossini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	6/21/2010	6/19/2017	0.59		
40559	2147650 Ontario Inc.	1762550	71 Rossini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	11/24/2011	11/22/2018	2.01		
40559	2147650 Ontario Inc.	1762562	92 Puccini Dr., RICHMOND HILL, ON, L4E 2Z1, CAN	5/4/2012	5/3/2019	2.46		
40568	2148990 Ontario Inc.	1762553	60 Puccini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	1/28/2015	1/26/2022	5.19	\$6,128.05	Yes
40568	2148990 Ontario Inc.	1762554	62 Puccini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	2/27/2012	2/25/2019	2.27		Yes
40568	2148990 Ontario Inc.	1889853	70 Puccini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	12/23/2013	12/21/2020	4.1	\$10,000.00	
40568	2148990 Ontario Inc.	1889854	68 Puccini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	12/5/2014	12/3/2021	5.05	\$39,112.46	Yes
40568	2148990 Ontario Inc.	1889855	66 Puccini Dr., RICHMOND HILL, ON, L4G 0H4, CAN	7/18/2014	7/16/2021	4.66	\$8,053.82	Yes
40568	2148990 Ontario Inc.	1889856	64 Puccini Drive, RICHMOND HILL, ON, L4E 0R5, CAN	1/17/2014	1/15/2021	4.16	\$3,837.71	Yes

VB Number	VB Name	Enrolment Number	Enrolment Civic Address	Warranty Start Date	Warranty End Date	Years of Warranty Remaining	Claim Paid on the home	APA Provided
40568	2148990 Ontario Inc.	1889857	22 Rossini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	9/19/2013	9/17/2020	3.84		
40568	2148990 Ontario Inc.	1889858	20 Rossini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	7/31/2013	7/29/2020	3.7	\$5,776.93	Yes
40568	2148990 Ontario Inc.	1889859	18 Rossini Dr., RICHMOND HILL, ON, L4E 0R5, CAN					Yes
40568	2148990 Ontario Inc.	1889860	23 Rossini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	7/22/2013	7/20/2020	3.67		
40568	2148990 Ontario Inc.	1889861	21 Rossini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	8/29/2014	8/27/2021	4.78	\$14,073.97	Yes
40568	2148990 Ontario Inc.	1889862	19 Rossini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	5/30/2014	5/28/2021	4.53	\$18,065.00	Yes
40569	2148993 Ontario Inc.	1762555	86 Puccini Dr., RICHMOND HILL, ON, L4E 2Z1, CAN	12/22/2011	12/20/2018	2.09		
40569	2148993 Ontario Inc.	1889863	84 Puccini Dr., RICHMOND HILL, ON, L4E 2Z1, CAN	9/17/2013	9/15/2020	3.83	\$16,737.39	
40569	2148993 Ontario Inc.	1889864	82 Puccini Dr., RICHMOND HILL, ON, L4E 2Z1, CAN	7/22/2013	7/20/2020	3.67	\$2,245.48	Yes
40569	2148993 Ontario Inc.	1889865	80 Puccini Dr., RICHMOND HILL, ON, L4E 2Z1, CAN	9/9/2013	9/7/2020	3.81	\$26,875.17	Yes
40570	2147681 Ontario Inc.	1762551	53 Rossini Dr., RICHMOND HILL, ON, L4E 2Z2, CAN	6/15/2012	6/14/2019	2.57		
40570	2147681 Ontario Inc.	1762552	6 Merton St., RICHMOND HILL, ON, L4E 2Z2, CAN	3/21/2012	3/20/2019	2.34		
40570	2147681 Ontario Inc.	1762556	88 Puccini Dr., RICHMOND HILL, ON, L4E 2Z1, CAN	4/3/2012	4/2/2019	2.37		
40570	2147681 Ontario Inc.	1762557	3 Merton St., RICHMOND HILL, ON, L4E 2Z2, CAN	4/3/2012	4/2/2019	2.37		
40570	2147681 Ontario Inc.	1762558	5 Merton St., RICHMOND HILL, ON, L4E 2Z2, CAN	2/24/2012	2/23/2019	2.27		
40570	2147681 Ontario Inc.	1762559	4 Merton St., RICHMOND HILL, ON, L4E 2Z2, CAN	4/26/2012	4/25/2019	2.44		
40570	2147681 Ontario Inc.	1762560	55 Rossini Dr., RICHMOND HILL, ON, L4E 2Z2, CAN	3/30/2012	3/29/2019	2.36		
40570	2147681 Ontario Inc.	1762561	54 Rossini Dr., RICHMOND HILL, ON, L4E 2Z2, CAN	4/27/2012	4/26/2019	2.44		
40570	2147681 Ontario Inc.	1762563	46 Rossini Dr., RICHMOND HILL, ON, L4E 2Z2, CAN	2/16/2012	2/14/2019	2.24		
40570	2147681 Ontario Inc.	1762564	47 Rossini Dr., RICHMOND HILL, ON, L4E 2Z2, CAN	5/1/2012	4/30/2019	2.45		
40570	2147681 Ontario Inc.	1889867	66 Rossini Dr., RICHMOND HILL, ON, L4E 0W3, CAN	8/27/2013	8/25/2020	3.77	\$13,752.50	Yes
40570	2147681 Ontario Inc.	1889868	64 Rossini Dr., RICHMOND HILL, ON, L4E 0W3, CAN	9/16/2013	9/14/2020	3.83	\$5,791.56	Yes
40570	2147681 Ontario Inc.	1889869	62 Rossini Dr., RICHMOND HILL, ON, L4E 0W3, CAN	8/30/2013	8/28/2020	3.78	\$4,013.55	Yes
40570	2147681 Ontario Inc.	1889870	60 Rossini Dr., RICHMOND HILL, ON, L4E 0W3, CAN	9/19/2013	9/17/2020	3.84		
40570	2147681 Ontario Inc.	1889871	58 Rossini Dr., RICHMOND HILL, ON, L4E 0W3, CAN	9/30/2013	9/28/2020	3.87	\$870.54	

VB Number	VB Name	Enrolment Number	Enrolment Civic Address	Warranty Start Date	Warranty End Date	Years of Warranty Remaining	Claim Paid on the home	APA Provided
40570	2147681 Ontario Inc.	1889872	57 Rossini Dr., RICHMOND HILL, ON, L4E 0W3, CAN	7/31/2013	7/29/2020	3.7		
40570	2147681 Ontario Inc.	1889873	59 Rossini Dr., RICHMOND HILL, ON, L4E 0W3, CAN	7/16/2013	7/14/2020	3.66	\$4,034.88	Yes
40570	2147681 Ontario Inc.	1889874	61 Rossini Dr., RICHMOND HILL, ON, L4E 0W3, CAN	6/26/2013	6/24/2020	3.6	\$6,604.41	Yes
40570	2147681 Ontario Inc.	1889875	63 Rossini Dr., RICHMOND HILL, ON, L4E 0W3, CAN	7/18/2013	7/16/2020	3.66	\$7,002.82	Yes
40570	2147681 Ontario Inc.	1889876	67 Rossini Dr., RICHMOND HILL, ON, L4E 0W3, CAN	6/20/2013	6/18/2020	3.59		
40570	2147681 Ontario Inc.	1889877	69 Rossini Dr., RICHMOND HILL, ON, L4E 0W3, CAN	7/25/2013	7/23/2020	3.68		
42077	D & I Developments Inc.	1847077	105 Pine Hollow Cres., MAPLE, ON, L6A 2L5, CAN	10/12/2012	10/11/2019	2.9		
42077	D & I Developments Inc.	1847078	101 Pine Hollow Cres., VAUGHAN, ON, L6A 2L5, CAN	10/4/2012	10/3/2019	2.88		
42077	D & I Developments Inc.	1847079	97 Pine Hollow Cres., VAUGHAN, ON, L6A 2L5, CAN	10/29/2012	10/28/2019	2.95		
42077	D & I Developments Inc.	1847080	93 Pine Hollow Cres., VAUGHAN, ON, L6A 2L5, CAN	10/25/2012	10/24/2019	2.93		Yes

THIS IS **EXHIBIT "J"** REFERRED TO IN THE
AFFIDAVIT OF **IMRAN JINNAH**
SWORN BEFORE ME THIS 25th DAY OF JANUARY, 2017



A Commissioner etc.



Tarion Warranty Corporation
Warranty Services

Enrolment Details for the VBs 34331, 40559, 40568, 40569, 40570, 42077

[Run Date: November 17, 2016]

VB Name	Enrolment Number	Enrolment Civic Address	Warranty Start Date	Warranty End Date	Years of Warranty Remaining	Claim Paid on the Home	APA Provided
Silver Streams Homes Inc.	1648870	56 Puccini Dr., RICHMOND HILL, ON, L4E 0R6, CAN	12/21/2011	12/19/2018	2.09		Yes
Silver Streams Homes (Puccini) Inc.	1648871	96 Puccini Dr., RICHMOND HILL, ON, L4E 2Z1, CAN	3/7/2013	3/5/2020	3.3		Yes
Silver Streams Homes (Puccini) Inc.	1648872	2 Merton Street, RICHMOND HILL, ON, L4E 2Z2, CAN	7/23/2012	7/22/2019	2.68		Yes
Silver Streams Homes (Puccini) Inc.	1648873	1 Merton St., RICHMOND HILL, ON, L4E 2Z2, CAN	3/15/2012	3/14/2019	2.32		Yes
Silver Streams Homes (Puccini) Inc.	1648875	56 Rossini Drive, RICHMOND HILL, ON, L4E 0W3, CAN	12/5/2011	12/3/2018	2.04		Yes
Silver Streams Homes (Puccini) Inc.	1648876	49 Rossini Dr., RICHMOND HILL, ON, L4E 2Z2, CAN	12/23/2011	12/21/2018	2.09		Yes
Silver Streams Homes Inc.	1648877	50 Rossini Dr., RICHMOND HILL, ON, L4E 2Z2, CAN	9/8/2014	9/6/2021	4.81		Yes
Symphony Series Development Inc.	1648878	48 Rossini Dr., RICHMOND HILL, ON, L4E 2Z2, CAN	2/15/2012	2/13/2019	2.24		Yes
Silver Streams Homes (Puccini) Inc.	1648879	45 Rossini Dr., RICHMOND HILL, ON, L4E 2Z2, CAN	1/23/2012	1/21/2019	2.18		Yes
Silver Streams Homes Inc.	1724721	7 Pavarotti St., RICHMOND HILL, ON, L4E0R5, CAN	7/5/2010	7/3/2017	0.62		Yes
Silver Streams Homes Inc.	1724722	6 Pavarotti St., RICHMOND HILL, ON, L4E0R5, CAN	6/29/2010	6/27/2017	0.61		Yes
Symphony Series Development Inc.	1724723	8 Pavarotti St., RICHMOND HILL, ON, L4E0R5, CAN	6/29/2010	6/27/2017	0.61		Yes
Silver Streams Homes Inc.	1724725	9 Pavarotti St., RICHMOND HILL, ON, L4E0R5, CAN	6/30/2010	6/28/2017	0.61		Yes
Silver Streams Homes Inc.	1724726	11 Pavarotti St., RICHMOND HILL, ON, L4E 0R5, CAN	6/28/2010	6/26/2017	0.61		Yes
Symphony Series Development Inc.	1724727	3 Pavarotti St., RICHMOND HILL, ON, CAN	6/29/2010	6/27/2017	0.61		Yes

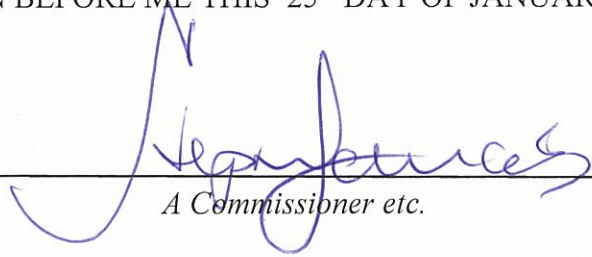
VB Name	Enrolment Number	Enrolment Civic Address	Warranty Start Date	Warranty End Date	Years of Warranty Remaining	Claim Paid on the home	APA Provided
Silver Streams Homes (Puccini) Inc.	1724728	5 Pavarotti St., RICHMOND HILL, ON, L4E 0R5, CAN	6/28/2010	6/26/2017	0.61		Yes
Silver Streams Homes Inc.	1724730	43 Rossini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	6/18/2010	6/16/2017	0.58		Yes
Silver Streams Homes Inc.	1724731	41 Rossini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	9/20/2010	9/18/2017	0.84		Yes
Silver Streams Homes Inc.	1724732	39 Rossini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	7/8/2010	7/6/2017	0.63		Yes
Silver Streams Homes Inc.	1724733	37 Rossini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	6/30/2010	6/28/2017	0.61		Yes
Silver Streams Homes (Puccini) Inc.	1724734	35 Rossini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	6/24/2010	6/22/2017	0.59		Yes
Silver Streams Homes (Puccini) Inc.	1724735	33 Rossini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	6/29/2010	6/27/2017	0.61		Yes
Silver Streams Homes (Puccini) Inc.	1724736	31 Rossini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	8/19/2010	8/17/2017	0.75		Yes
Silver Streams Homes Inc.	1724737	29 Rossini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	7/22/2010	7/20/2017	0.67		Yes
Silver Streams Homes Inc.	1724738	24 Rossini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	6/21/2010	6/19/2017	0.59		Yes
Silver Streams Homes (Puccini) Inc.	1724739	26 Rossini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	6/22/2010	6/20/2017	0.59		Yes
Silver Streams Homes Inc.	1724740	30 Rossini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	6/23/2010	6/21/2017	0.59		Yes
Silver Streams Homes Inc.	1724741	28 Rossini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	6/21/2010	6/19/2017	0.59		Yes
Silver Streams Homes Inc. (Puccini) Inc.	1762550	71 Rossini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	11/24/2011	11/22/2018	2.01		Yes
Silver Streams Homes (Puccini) Inc.	1762562	92 Puccini Dr., RICHMOND HILL, ON, L4E 2Z1, CAN	5/4/2012	5/3/2019	2.46		Yes
Silver Streams Homes Inc.	1762553	60 Puccini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	1/28/2015	1/26/2022	5.19	\$6,128.05	Yes
Silver Streams Homes (Puccini) Inc.	1762554	62 Puccini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	2/27/2012	2/25/2019	2.27		Yes
Silver Streams Homes (Puccini) Inc.	1889853	70 Puccini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	12/23/2013	12/21/2020	4.1	\$10,000.00	Yes
Silver Streams Homes Inc.	1889854	68 Puccini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	12/5/2014	12/3/2021	5.05	\$39,112.46	Yes
Silver Streams Homes (Puccini) Inc.	1889855	66 Puccini Dr., RICHMOND HILL, ON, L4G 0H4, CAN	7/18/2014	7/16/2021	4.66	\$8,053.82	Yes
Silver Streams Homes (Puccini) Inc.	1889856	64 Puccini Drive, RICHMOND HILL, ON, L4E 0R5, CAN	1/17/2014	1/15/2021	4.16	\$3,837.71	Yes

VB Name	Enrolment Number	Enrolment Civic Address	Warranty Start Date	Warranty End Date	Years of Warranty Remaining	Claim Paid on the home	APA Provided
Silver Streams Homes (Puccini) Inc.	1889857	22 Rossini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	9/19/2013	9/17/2020	3.84		Yes
Silver Streams Homes (Puccini) Inc.	1889858	20 Rossini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	7/31/2013	7/29/2020	5.7	\$5,776.93	Yes
Silver Streams Homes (Puccini) Inc.	1889860	23 Rossini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	7/22/2013	7/20/2020	3.67		Yes

HOMES SUBJECT TO TARION'S WARRANTY

Address and Vendor	Years of Warranty Remaining
D & I Developments Inc.	
101 Pine Hollow Cres., VAUGHAN, ON, L6A 2L5, CAN	2.88
105 Pine Hollow Cres., MAPLE, ON, L6A 2L5, CAN	2.9
93 Pine Hollow Cres., VAUGHAN, ON, L6A 2L5, CAN	2.93
97 Pine Hollow Cres., VAUGHAN, ON, L6A 2L5, CAN	2.95
Silver Streams Homes Inc.	
11 Pavarotti St., RICHMOND HILL, ON, L4E 0R5, CAN	0.61
24 Rossini Dr., RICHMOND HILL, ON, L4E0R5, CAN	0.59
28 Rossini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	0.59
29 Rossini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	0.67
30 Rossini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	0.59
37 Rossini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	0.61
39 Rossini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	0.63
41 Rossini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	0.84
43 Rossini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	0.58
50 Rossini Dr., RICHMOND HILL, ON, L4E 2Z2, CAN	4.81
56 Puccini Dr., RICHMOND HILL, ON, L4E 0R6, CAN	2.09
6 Pavarotti St., RICHMOND HILL, ON, L4E0R5, CAN	0.61
7 Pavarotti St., RICHMOND HILL, ON, L4E0R5, CAN	0.62
71 Rossini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	2.01
9 Pavarotti St., RICHMOND HILL, ON, L4E0R5, CAN	0.61
Silver Streams Homes Inc.	
60 Puccini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	5.19
68 Puccini Dr., RICHMOND HILL, ON, L4E 0R5, CAN	5.05
Silver Streams Homes/Symphony Series	
46 Rossini Dr., RICHMOND HILL, ON, L4E 2Z2, CAN	2.24
Symphony Series Development Inc.	
3 Pavarotti St., RICHMOND HILL, ON, CAN	0.61
48 Rossini Dr., RICHMOND HILL, ON, L4E 2Z2, CAN	2.24
8 Pavarotti St., RICHMOND HILL, ON, L4E0R5, CAN	0.61

THIS IS **EXHIBIT "K"** REFERRED TO IN THE
AFFIDAVIT OF **IMRAN JINNAH**
SWORN BEFORE ME THIS 25th DAY OF JANUARY, 2017



A Commissioner etc.

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

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

Purchaser: Mohammad H Jafarian D.O.B. (14/07/1987) S.I.N. _____
 D M Y
 Purchaser: _____ D.O.B. (/ /) S.I.N. _____
 D M Y

Feb 22, 2012 12:06 PM Remax Realtron Thonhill

No. 3097 P. 2

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: Shemesh, Amir D.O.B. (31/05/1965) S.I.N. _____
 D M Y
 Purchaser: Shemesh, Lisita D.O.B. (15/2/1968) S.I.N. _____
 D M Y
 Purchaser's Address: 6 White Beach Cr. Maple, ON L6A 0R1

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: _____
DWELLING: Model ID: _____ Model Name: Lebrule Elevation: "B"
 Lot/Unit: 38 Block/Bldg: _____ Phase: I Plan # _____ Community: Symphony
 Municipal Address: 1 MERION ST Municipality: Richmond Hill

PURCHASE PRICE: Six hundred eighty nine Dollars (\$ 689,000)
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:
for match floor
in cash / bank draft

1st DEPOSIT	AMOUNT	<u>10,000</u>	DUE DATE	<u>Feb 21, 2012</u>
2nd DEPOSIT	AMOUNT	<u>10,000</u>	DUE DATE	<u>Feb 29, 2012</u>
3rd DEPOSIT	AMOUNT		DUE DATE	

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: 15 day of March, 2012
 (subject to the extension provisions of this Agreement)

SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase 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 facsimile and such facsimile 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: 11:59 P.M. on the 15 day of Feb, 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.

WITNESS:

Purchaser:

Date:

2012
15
Feb 15, 2012

2012
15
Feb 15, 2012

M. plan #19, 134

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: YURI, MOSPAN D.O.B. (05/10/1972) S.I.N. 536189368

Purchaser: LUBOV MOSPAN D.O.B. (25/01/1972) S.I.N. 536189640

Purchaser's Address: 155-DERRYWOOD DR CONCORD, ONT, L4K 5S3
905-417-6657 416-8584400 YURIA.MOSPAN
 Home Telephone Business Telephone Fax Mobile/Cell Email .ca.

VENDOR: SILVER STREAMS HOMES, INC. 103 Naughton Drive, Richmond Hill, ON, L4C 8B3 Tel No. 905-508-7186 ONHWP Builder No: 34331

DWELLING: Model ID: 4,158 Model Name: SCREENAGE-TANDEM

Elevation: A Lot/Unit: 53 Block/Bldg: Phase: 11

Plan # 191K 9804 Community: SYMPHONY SQUARE

Municipal Address: 92 Puccini Dr Municipality: Richmond Hill

PURCHASE PRICE: One Million two hundred and Ninety Dollars
(\$1,020,990) Twenty Ninety

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	<u>20,000</u>	DUE DATE	<u>29th NOV 2011</u>
2nd DEPOSIT	AMOUNT	<u>20,000</u>	DUE DATE	<u>15th JAN 2012</u>
3rd DEPOSIT	AMOUNT	<u>20,000</u>	DUE DATE	<u>upon Sale of</u>

Their Home along with

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. MLS Lishy.

Closing Date: 29th day of June, 2012
 (subject to the extension provisions of this Agreement)

SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase 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 facsimile and such facsimile 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 29th day of Nov, 2011, 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.

WITNESS:

Purchaser:

Date

Y. Mospan Nov 24, 2011

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

The undersigned Purchaser(s) (the "Purchaser") hereby agree(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: MARIANNA KOZAN D.O.B. (18/05/74) S.I.N. A97474-818

Purchaser: JEAN MALCOTTE D.O.B. (14/07/1970) S.I.N. _____

Purchaser's Address: 109 STANWOOD RD. THORNHILL ONTARIO M4J 2C8
905-326-9622 416-831-8942 416-732-5748 - marianna.kozan@gmail.com
 Home Telephone Business Telephone Fax Mobile/Cell Email

VENDOR: SILVER STREAMS HOMES (PUCCINI) INC., 103 Naughton Drive, Richmond Hill, ON, L4C 8B3 Tel No. 905-888-1860 BUILDER No: 3433

DWELLING: Model ID: 411888 Model Name: SEVENAGE 2 III
 Elevation: B3 Block/Bldg: _____ Phase: 1

Plan # 411888 Municipality: Richmond Hill X42.20m
 Municipal Address: _____

PURCHASE PRICE: Nine Hundred Eighty Three Thousand Four Hundred Eighty Three Dollars
(961,873 + 181,366)

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	8 th JUL 2011
2nd DEPOSIT	AMOUNT	20,000\$	DUE DATE	28 th JUL 2011
3rd DEPOSIT	AMOUNT	20,000\$	DUE DATE	28 th JUL 2011

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

Closing Date: 30th day of JUNE, 2012

(subject to the extension provisions of this Agreement)

SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase 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 facsimile and such facsimile 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: 3:00 P.M. on the 8th day of JULY, 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.

WITNESS: _____ Purchaser: Marianna Kozan Date: July 17 2011
 WITNESS: _____ Purchaser: Jean Malcotte Date: July 17 2011

ACCEPTANCE: Silver Streams Homes (Puccini) Inc. hereby accepts the Offer and its terms this 15th day of July, 2012.
 PER: _____ Silver Streams Homes (Puccini) Inc.
 Authorized Signing Officer

Vendor's Solicitor:
 Jack Greenberg
 181 Eglinton Avenue East, Suite 204
 Toronto, Ontario, M4P 1J4
 Tel: 416 485-3833 Fax: 416-485-3246
 jackgreenberg@greenberglawyers.ca
 Standard APS 180609

Purchaser's Solicitor:

 Tel: _____ Fax: _____
 E-mail: _____

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

The undersigned Purchaser(s) (the "Purchaser") hereby agree(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: Majid Al-Sayid D.O.B. 1/1/1971 S.I.N. _____
 Purchaser: Farzaneh Al-Sayid D.O.B. 1/1/1971 S.I.N. _____

Purchaser's Address: 90 Oakmeadow Blvd Scarborough, ON M1E 4G7

Home Telephone: _____ Business Telephone: _____ Fax: _____ Mobile/Cell: _____ Email: maisonshicagi@gmail.com

VENDOR: **SILVER STREAMS HOMES (PUCCINI) INC.** 103-114 Highway Drive, Richmond Hill, ON, L4B 1C7
 Tel No. 905-884-0514 ONLWP Builder No. 34231

DWELLING: Model ID 34231 Model Name: SPACED

Elevation: A Lot/Unit: 29 Block/Bldg: _____ Phase: 11

Plan # 65M-433 Community: SKYHOP

Municipal Address: 21 ROSSINI DR. Richmond Hill Municipality: Richmond Hill

PURCHASE PRICE: 14 HUNDRED 2 THOUSAND 500 DOLLARS Dollars

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	<u>40,000</u>	DUE DATE	<u>Upon Acceptance</u>
2nd DEPOSIT	AMOUNT		DUE DATE	
3rd DEPOSIT	AMOUNT		DUE DATE	

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: 22 day of July, 2014

(subject to the extension provisions of this Agreement)

SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase 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 facsimile and such facsimile 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 _____ day of _____, 2010, 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.

WITNESS: _____ Purchaser: Majid Al-Sayid Date: May 25/2014

WITNESS: _____ Purchaser: Farzaneh Al-Sayid Date: May 25/2014

ACCEPTANCE: Silver Streams Homes (Puccini) Inc. hereby accepts the Offer and agrees this _____ day of May, 2014. Silver Streams Homes (Puccini) Inc. PER: [Signature] Authorized Signing Officer

Vendor's Solicitor:
 Jack Greenberg
 181 Eglinton Avenue East, Suite 204
 Toronto, Ontario, M4P 1J4
 Tel: 416-465-8833 Fax: 416-485-3246
 jack.greenberg@greenbergglawyers.ca
 Succeeded APS 180609

Purchaser's Solicitor:

 Tel: _____ Fax: _____
 E-mail: _____

CHARTONS LLP
 STEPHEN SHAW
 Stephen@chartons.com

416-218-1132

on 10th Sept 2012
REVISED
D & I DEVELOPMENTS INC. (SILVER STREAMS HOMES)
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: AWAN ABDUL BASIT M.H. D.O.B. 25/08/1958 S.I.N. 55863456
 Purchaser: FOUZIA BASIT AWAN D.O.B. 08/03/1966 S.I.N. 505897421
 Purchaser's Address: 3345 TENTH LINE BRADHEAD ONT L3Z 2A5
416-77-3023 416-775 awan.basit@yahoo.com
 Home Telephone Business Telephone Fax 748-9298 Mobile/Cell Email

VENDOR: D & I DEVELOPMENTS INC. 103 Naughton Drive, Richmond Hill, ON, L4C 8B3 Tel No. 905-883-1154 ONHWP Builder No: 31301
DWELLING: Model ID: _____ Model Name: The SERENADE (2) LOT 2
 Elevation: 1 Lot/Unit: 2 Block/Bldg: _____ Phase: _____
 Plan # _____ Community: _____ Municipality: Markham
 Municipal Address: 21, 272-25
PURCHASE PRICE: EXHIBIT HUNDRED & FIFTY FIVE THOUSAND Dollars
(\$55,000) + 72,033.47 = 948,033.47
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: Deposit - Received 60,000 \$

1st DEPOSIT	AMOUNT	\$20,000	DUE DATE	29-06-2011
2nd DEPOSIT	AMOUNT	\$20,000	DUE DATE	30-Aug-2011
3rd DEPOSIT	AMOUNT	\$20,000	DUE DATE	30-Nov-2011
		\$60,000		

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

Closing Date: _____ day of April, 2012 (OPTION TO CLOSE EARLY)
 (subject to the extension provisions of this Agreement)
SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase 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 facsimile and such facsimile 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 29th day of June, 2009, 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.

WITNESS: _____ Purchaser: [Signature] Date: 29 June 11

WITNESS: _____ Purchaser: _____ Date: _____
ACCEPTANCE: D & I DEVELOPMENTS INC. hereby accepts the Offer and its terms this 29th day of June, 2011
D & I DEVELOPMENTS INC.
 PER: [Signature]
 Authorized Signing Officer

Vendor's Solicitor:
 Jack Greenberg
 181 Eglinton Avenue East, Suite 204
 Toronto, Ontario, M4P 1J4
 Tel: 416 485-8833 Fax: 416-485-3246
 jackgreenberg@greenbergglawyers.ca
 2006-016/Standard APS-181109

Purchaser's Solicitor:

 Tel: _____ Fax: _____
 E-mail: _____

D & I DEVELOPMENTS 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: SAEED QAMAR AHMED, D.O.B. (10/08/1952) S.I.N. 503-779-175.

Purchaser: WOMAN AHMED, D.O.B. (14/12/1980) S.I.N. 506-403-658.

Purchaser's Address: 25 - MAHMOUDA CRES, MARKHAM, ONT. L6A 3A4
905-373-7180 416-473-7159 Ahmed
 Home Telephone Business Telephone Fax Mobile/Cell Email Waqar@hotmail.com

VENDOR: D & I DEVELOPMENTS INC. 103 Naughton Drive, Richmond Hill, ON, L4C 8B3 Tel. 905-709-7180

No. ONHWP Builder No: 34331

DWELLING: Model ID: SELENADE-2 Model Name: 4,346.874

Elevation: B-WITH PORCHES Lot/Unit: 3 Block/Bldg: _____ Phase: _____

Plan # 658-5880 Community: _____

Municipal Address: _____ Municipality: Richmond Hill

PURCHASE PRICE: EIGHT HUNDRED AND SIXTY FIVE Dollars

(\$ 865,000)

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	<u>20,000 \$</u>	DUE DATE	<u>13th JULY 2011</u>
2nd DEPOSIT	AMOUNT	<u>20,000 \$</u>	DUE DATE	<u>31st AUG 2011</u>
3rd DEPOSIT	AMOUNT	<u>10,000 \$</u>	DUE DATE	<u>31st OCT 2011</u>
		<u>10,000 \$</u>		<u>2nd DEC 2011</u>

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. 10,000 31st Jan 2012

Closing Date: 25th day of April, 2011.

(subject to the extension provisions of this Agreement)

SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase 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 facsimile and such facsimile 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: 4:00 P.M. on the 13th day of July, 2011, 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.

WITNESS: [Signature] Purchaser: [Signature] Date: July 10/11

WITNESS: _____ Purchaser: _____ Date: July 10 2011

ACCEPTANCE: D & I DEVELOPMENTS INC. hereby accepts the Offer and its terms this 10th day of July, 2011.

D & I DEVELOPMENTS INC.
 PER: [Signature]
 Authorized Signing Officer

Vendor's Solicitor:
 Jack Greenberg
 181 Eglinton Avenue East, Suite 204
 Toronto, Ontario, M4P 1J4
 Tel: 416-485-8833 Fax: 416-485-3246
 jackgreenberg@greenberglawyers.ca
 2006-016/Standard A/P.S.181109

Purchaser's Solicitor:

 Tel: _____ Fax: _____
 E-mail: _____

AGREEMENT
The undersigned Purchaser(s) (the "Purchaser") hereby agrees(s) to and with the Vendor ("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: WASIM - AMMA D.O.B. 1975 S.I.N. _____
Purchaser: RIFAT - MANZOO D.O.B. 06/04/1980 S.I.N. _____
Purchaser's Address: 40 ABOUS ASLAM STREET, MAPLE ON L6A 3A3
Home Telephone: 416-833-2701 Mobile/Cell _____ Email _____
Business Telephone _____ Fax _____

VENDOR: D & I DEVELOPMENTS INC. 103 Naughton Drive, Richmond Hill, ON, L4C 8B3 Tel _____
No. 105-506-180 NHWP Builder No: 34331 Model Name: SCENARIOS Phase: _____
DWELLING: Model ID: 3925 Lot/Unit: 204 Block/Bldg: _____
Elevation: A Community: MAPLE Municipality: Richmond Hill
Plan # 65R-28502 Municipal Address: _____
PURCHASE PRICE: SEVENTY FIVE THOUSAND DOLLARS Dollars
(\$ 75,000.00)

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	22nd April 2011
2nd DEPOSIT	AMOUNT	30,000 \$	DUE DATE	22nd June 2011
3rd DEPOSIT	AMOUNT	20,000 \$	DUE DATE	22nd Sept 2011
		20,000 \$		22nd Nov 2011

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: _____ day of November, 2011
(subject to the extension provisions of this Agreement)
SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase 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 facsimile and such facsimile 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 13th day of April, 2009, 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.

WITNESS: _____ Date: 11-4-2011
Purchaser: _____ Date: 11-4-2011
WITNESS: _____ Date: 11-4-2011
Purchaser: _____ Date: 11-4-2011
ACCEPTANCE: D & I DEVELOPMENTS INC. hereby accepts the Offer and its terms this 11th day of April, 2009.
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
2006-016/Standard APS.181109

Purchaser's Solicitor:

Tel: _____ Fax: _____
E-mail: _____

70 Puccini Dr

140

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: Fahd 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 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: 322841 34331
DWELLING: Model ID: 3284 Model Name: Serenade Revision 3
Elevation: A Lot/Unit: 20 Block/Bldg: _____ Phase: III
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	\$ <u>201,000</u>	DUE DATE	<u>4 Feb, 2012</u>
2nd DEPOSIT	AMOUNT	\$ <u>20,000</u>	DUE DATE	<u>4 April 2012</u>
3rd DEPOSIT	AMOUNT	\$ <u>10,000</u>	DUE DATE	<u>4 Aug 2012</u>

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: Feb 30 day of October, 2012
(subject to the extension provisions of this Agreement)

SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase 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 facsimile and such facsimile 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 9th day of Feb, 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.

WITNESS: _____ Purchaser: [Signature] Date: Feb. 4, 12
WITNESS: _____ Purchaser: _____ Date: _____
ACCEPTANCE: Silver Streams Homes (Puccini) Inc. hereby accepts the Offer and its terms this 5th day of Feb, 2012. Silver Streams Homes (Puccini) Inc.
PER: [Signature] Authorized Signing Officer

Vendor's Solicitor:
Jack Greenberg
181 Eglinton Avenue East, Suite 204
Toronto, Ontario, M4P 1J4
Tel: 416-485-8333 Fax: 416-485-3246
jackgreenberg@greenberglawyers.ca
Standard APS 18-0509

Purchaser's Solicitor:

Tel: _____ Fax: _____
E-mail: _____

BUYER'S AGREEMENT TO PURCHASE
 The undersigned Buyer(s) (hereinafter "Buyer") hereby agrees to buy from the undersigned Seller(s) (hereinafter "Seller") the goods described below, as shown and described on the attached invoice, for the price of \$506,249.705, together with the interest thereon as provided in this Agreement.

Buyer: Spotify, Inc. Seller: Spotify, Inc. Date: 09/05/2014 Price: \$506,249.705

Buyer's Address: 1455 Avenue of the Americas, New York, NY 10014 Seller's Address: 1455 Avenue of the Americas, New York, NY 10014

Buyer's Name: Spotify, Inc. Seller's Name: Spotify, Inc. Buyer's Title: CEO Seller's Title: CEO

Buyer's Phone: 212-244-4000 Seller's Phone: 212-244-4000 Buyer's Email: stephen@spotify.com Seller's Email: stephen@spotify.com

Buyer's Tax ID: 13-1605961 Seller's Tax ID: 13-1605961 Buyer's State: NY Seller's State: NY

Buyer's Country: USA Seller's Country: USA Buyer's City: New York Seller's City: New York

Buyer's Zip: 10014 Seller's Zip: 10014 Buyer's County: New York Seller's County: New York

Buyer's Country Code: 1 Seller's Country Code: 1 Buyer's Area Code: 212 Seller's Area Code: 212

Buyer's Local Number: 244-4000 Seller's Local Number: 244-4000 Buyer's International Number: 212-244-4000 Seller's International Number: 212-244-4000

Buyer's Fax: 212-244-4000 Seller's Fax: 212-244-4000 Buyer's Telex: 212-244-4000 Seller's Telex: 212-244-4000

Buyer's Cable: 212-244-4000 Seller's Cable: 212-244-4000 Buyer's Internet: 212-244-4000 Seller's Internet: 212-244-4000

Buyer's Other: 212-244-4000 Seller's Other: 212-244-4000 Buyer's Notes: 212-244-4000 Seller's Notes: 212-244-4000

Buyer's Signature: Stephane Deniau Seller's Signature: Stephane Deniau Buyer's Date: 09/05/2014 Seller's Date: 09/05/2014

Buyer's Title: CEO Seller's Title: CEO Buyer's Company: Spotify, Inc. Seller's Company: Spotify, Inc.

Buyer's Address: 1455 Avenue of the Americas, New York, NY 10014 Seller's Address: 1455 Avenue of the Americas, New York, NY 10014

Buyer's City: New York Seller's City: New York Buyer's State: NY Seller's State: NY

Buyer's Country: USA Seller's Country: USA Buyer's Zip: 10014 Seller's Zip: 10014

Buyer's Country Code: 1 Seller's Country Code: 1 Buyer's Area Code: 212 Seller's Area Code: 212

Buyer's Local Number: 244-4000 Seller's Local Number: 244-4000 Buyer's International Number: 212-244-4000 Seller's International Number: 212-244-4000

Buyer's Fax: 212-244-4000 Seller's Fax: 212-244-4000 Buyer's Telex: 212-244-4000 Seller's Telex: 212-244-4000

Buyer's Cable: 212-244-4000 Seller's Cable: 212-244-4000 Buyer's Internet: 212-244-4000 Seller's Internet: 212-244-4000

Buyer's Other: 212-244-4000 Seller's Other: 212-244-4000 Buyer's Notes: 212-244-4000 Seller's Notes: 212-244-4000

Buyer's Signature: Stephane Deniau Seller's Signature: Stephane Deniau Buyer's Date: 09/05/2014 Seller's Date: 09/05/2014

Buyer's Title: CEO Seller's Title: CEO Buyer's Company: Spotify, Inc. Seller's Company: Spotify, Inc.

Buyer's Address: 1455 Avenue of the Americas, New York, NY 10014 Seller's Address: 1455 Avenue of the Americas, New York, NY 10014

Buyer's City: New York Seller's City: New York Buyer's State: NY Seller's State: NY

Buyer's Country: USA Seller's Country: USA Buyer's Zip: 10014 Seller's Zip: 10014

Buyer's Country Code: 1 Seller's Country Code: 1 Buyer's Area Code: 212 Seller's Area Code: 212

Buyer's Local Number: 244-4000 Seller's Local Number: 244-4000 Buyer's International Number: 212-244-4000 Seller's International Number: 212-244-4000

Buyer's Fax: 212-244-4000 Seller's Fax: 212-244-4000 Buyer's Telex: 212-244-4000 Seller's Telex: 212-244-4000

Buyer's Cable: 212-244-4000 Seller's Cable: 212-244-4000 Buyer's Internet: 212-244-4000 Seller's Internet: 212-244-4000

Buyer's Other: 212-244-4000 Seller's Other: 212-244-4000 Buyer's Notes: 212-244-4000 Seller's Notes: 212-244-4000

Buyer's Signature: Stephane Deniau Seller's Signature: Stephane Deniau Buyer's Date: 09/05/2014 Seller's Date: 09/05/2014

Buyer's Title: CEO Seller's Title: CEO Buyer's Company: Spotify, Inc. Seller's Company: Spotify, Inc.

Buyer's Address: 1455 Avenue of the Americas, New York, NY 10014 Seller's Address: 1455 Avenue of the Americas, New York, NY 10014

Buyer's City: New York Seller's City: New York Buyer's State: NY Seller's State: NY

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SILVER STREAMS HOMES 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 on 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: Farhad Sharif Tebran D.O.B. (2/26/1966) S.I.N. _____
 Purchaser: _____ D.O.B. (/ /) S.I.N. _____
 Purchaser's Address: 65 Mcbean Ave Newmarket, ON L3X 2J2
 Home Telephone (416) 700-3090 Business Telephone _____ Fax _____ Mobile/Cell _____ Email _____

VENDOR: SILVER STREAMS HOMES INC. 63 Puccini Drive, Richmond Hill, ON,
 Tel No. 289-2340514 ONHWP Builder No: 34331

DWELLING: Model ID: 378059F Model Name: RHAPSODY

Elevation: _____ Lot/Unit: 25 Block/Bldg: _____ Phase: _____

Plan # 65M-4331 Community: Symphony Series

Municipal Address: 68 Puccini Dr Richmond Hill Municipality: Richmond Hill

PURCHASE PRICE: One Million and Forty Thousand Dollars
(\$ 1,040,000)

DEPOSITS: The Purchaser agrees to tender on execution of this Agreement the following deposits by way of cash or cheque 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: GRANT THORNTON IN TRUST
of Certified Funds THE DEPOSIT HOLDER

1st DEPOSIT	AMOUNT	<u>50000</u>	DUE DATE	UPON ACCEPTANCE
2nd DEPOSIT	AMOUNT		DUE DATE	
3rd DEPOSIT	AMOUNT		DUE DATE	

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 September, 2014.
 (subject to the extension provisions of this Agreement)

SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase and Sale;
A, B, C, D, E, F, G, H (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 facsimile and such facsimile 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 11:59 P.M. on the 15th day of July, 2014, 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.

WITNESS: _____ Purchaser: _____ Date: 2014, JUL, 14

WITNESS: _____ Purchaser: _____ Date: _____

ACCEPTANCE: Silver Streams Homes Inc. hereby accepts the Offer and its terms this
15th day of JULY, 2014.

Silver Streams Homes 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
 jack.greenberg@greenberglawyers.ca
 Standard APS 110614

Purchaser's Solicitor: SCOTT M. COOK

Tel: 905 948 9280 Fax: 905 948 8518
 E-mail: _____

Stephen Schwartz
 Partner, Chaitons LLP
 416-218-1132
 stephen@chaitons.com

50 Rossini

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SILVER STREAMS HOMES INC.
AGREEMENT OF PURCHASE AND SALE

The undersigned Purchaser(s) (the "Purchaser") hereby agree(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: ANUR KANG SINGH D.O.B. (05/06/1963) S.I.N. _____
 D M Y
 Purchaser: HARPEET KAUR KANG D.O.B. (25/05/1978) S.I.N. _____
 D M Y
 Purchaser's Address: 85 WOODHAVEN CRST. RICHMOND HILL ONT L4E 3T3
905-773-6368 416-452-3976
 Home Telephone Business Telephone Fax Mobile/Cell Email

VENDOR: SILVER STREAMS HOMES INC. 63 Puccini Drive, Richmond Hill, ON,
 Tel No. _____ ONHP Builder No: 3833

DWELLING: Model ID: 31491 Model Name: MELODEAN
 Elevation: "A" Lot/Unit: #61 Block/Bldg: _____ Phase: III

Plan # 65M 4331 Community: SYMPHONY SERIES

Municipal Address: 50 ROSSINI DR. ACH Municipality: Richmond Hill

PURCHASE PRICE: nine hundred & 94,000.00 Dollars

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	<u>40,000.00</u>	DUE DATE	<u>JUNE 27th 2014</u>
2nd DEPOSIT	AMOUNT	<u>30,000.00</u>	DUE DATE	<u>JUNE 27th 2014</u>
3rd DEPOSIT	AMOUNT	<u>20,000.00</u>	DUE DATE	<u>JULY 4th 2014</u>

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: 29th day of SEPTEMBER, 2014.

(subject to the extension provisions of this Agreement)

SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase 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 facsimile and such facsimile 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: 11:59 P.M. on the 29th day of JUNE, 2014, 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.

WITNESS:

Purchaser:

Date

x Harpeet Kaur Kang

Date

WITNESS:

Purchaser:

Date

ACCEPTANCE: Silver Streams Homes
24th day of JUNE, 2014.

Inc. hereby accepts the Offer and its terms this
 Silver Streams Homes 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
 Standard A.P.S. 110614

Purchaser's Solicitor:

 Tel: _____ Fax: _____
 E-mail: _____

CHARTERS LLP
 STEPHEN - SHAWIZ
 Email: Stephen@charters.com

5000 Yonge St
 10th Floor
 M2N 7E4

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

The undersigned Purchaser(s) (the "Purchaser") hereby agree(s) to and with the undersigned vendor (the "Vendor") to purchase the property (the "Real Property") described below, as shown on 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: Hucan Amiri D.O.B. (19/01/1941) S.I.N. _____
 Purchaser: _____ D.O.B. (/ /) S.I.N. _____
 Purchaser's Address: _____

Home Telephone: _____ Business Telephone: _____ Fax: _____ Mobile/Cell: _____ Email: _____

VENDOR: SILVER STREAMS HOMES (PUCCINI) INC. 10660 Yonge St. Richmond Hill, ON, L4C 8B3 Tel No. _____ ONHWP Builder No: 34331 14C OCT
 DWELLING: Model ID: 3780 Model Name: Rhapsody
 Elevation: _____ Lot/Unit: 2.4 Block/Bldg: _____ Phase: 3
 Plan # 65M-4331 Community: _____

Municipal Address: 66 Puccini Dr. Municipality: Richmond Hill
 PURCHASE PRICE: One million forty thousand Dollars

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	<u>20,000</u>	DUE DATE	<u>Upon receipt of funds</u>
2nd DEPOSIT	AMOUNT	<u>20,000</u>	DUE DATE	<u>July 11, 2014</u>
3rd DEPOSIT	AMOUNT		DUE DATE	

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: July 11, 2014 day of July, 2014
 (subject to the extension provisions of this Agreement)
 SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase and Sale:
 A, B, C, D, E, F, G, H, I, J; (Add or delete as required)
 Confirmation of Co-op, B1, floor plans, etc.
 The Vendor and Purchaser agree that the execution of this Agreement of Purchase and Sale or any closing date amendments thereto or any notice or waiver required to be given pursuant thereto may be delivered by TO A NEW facsimile and such facsimile 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 25th day of May, 2014, 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.

WITNESS: _____ Purchaser: _____ Date: May 29, 2014

WITNESS: _____ Purchaser: _____ Date: _____

ACCEPTANCE: Silver Streams Homes (Puccini) Inc. hereby accepts this Offer and its terms this _____ day of _____, 2014.
 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
 Standard APS 180609

Purchaser's Solicitor:

 Tel: _____ Fax: _____
 E-mail: _____

HA A

19 Rossini 145

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: STEPHEN PAGUA D.O.B. (13/12/1974) S.I.N. _____

Purchaser: ANTONELLA MINCHELLA-PAGUA D.O.B. (31/07/1971) S.I.N. 502120330

Purchaser's Address: 93 COZENS DR RICHMOND HILL ON L4E 4W5
905 223 6014 416-593-2393 416-937-7418 toniminchella@gmail.com
Home Telephone Business Telephone Fax Mobile/Cell Email

VENDOR: SILVER STREAMS HOMES (PUCCINI) INC. 103 Naughton Drive, Richmond Hill, ON, L4C 8B3 Tel No. 289 354 0614 ONHWP Builder No: 34331

DWELLING: Model ID: 25914 Sq. Ft. _____ Model Name: MOZART
Elevation: A Lot/Unit: 19 Block/Bldg: _____ Phase: _____

Plan # 654-4331 Community: SYMPHONY-SERIES
Municipal Address: 19 ROSSINI DR Municipality: Richmond Hill

PURCHASE PRICE: EIGHT HUNDRED THOUSAND Dollars
(\$ 800,000)

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	<u>40000</u>	DUE DATE	<u>31st JAN 2014</u>
2nd DEPOSIT	AMOUNT		DUE DATE	
3rd DEPOSIT	AMOUNT		DUE DATE	

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: 15th day of MAY, 2014. WITH ANCHOR OF OPTION #2
(subject to the extension provisions of this Agreement) EXTENSION OF 15 DAYS - THE PURCHASER AGREES TO CLOSE EARLIER IF THEIR EXISTING PROPERTY SELLS EARLIER
SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase 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 facsimile and such facsimile 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 31st day of JAN, 2014, 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.

Ant Pagua Ant Pagua Jan. 22, 2014
WITNESS Purchaser Date
Ant Pagua Ant Pagua Jan 22, 2014
WITNESS Purchaser Date

ACCEPTANCE: Silver Streams Homes (Puccini) Inc. hereby accepts the Offer and its terms this 22nd day of January, 2014. Silver Streams Homes (Puccini) Inc.
PER: [Signature]
Authorized Signing Officer

Vendor's Solicitor:
Jack Greenberg
181 Eglinton Avenue East, Suite 204
Toronto, Ontario, M4P 1J4
Tel: 416 485-8833 Fax: 416-485-3246
jackgreenberg@greenberglawyers.ca
Standard APS.180609

Purchaser's Solicitor:
ALAN C. SILVERSTEIN, B.A., LL.B., C.S.
14 WINDHAM TERRACE, THORNHILL, ONT, L4J 7N9.
Tel: 905 886 0300 Fax: 1-888-363-6155
E-mail: Alan.Silverstein@rogers.com

(CITATIONS LLP - Email: Stephen@chaitons.com.
STEPHEN SCHAWERZ Director TEL: 416-218-1132.
FAX: 416-218-1832.)

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: Etrat Khosroshahi D.O.B. (19/04/1959) S.I.N. _____
Seyed Mohammad D M Y
Purchaser: _____ D.O.B. (/ /) S.I.N. _____
D M Y
Purchaser's Address: 29 Edgemont cr. Richmond Hill, L4S 2H8
905.763.3777 416.454.8007
Home Telephone Business Telephone Fax Mobile/Cell Email

VENDOR: SILVER STREAMS HOMES (PUCCINI) INC. 103 Naughton Drive, Richmond Hill, ON, L4C 8B3 Tel No. 905.508.7180 ONHWP Builder No: 34331
DWELLING: Model ID: 2209 SVH Model Name: BEEHIVE 3rd Bedroom
Elevation: _____ Lot/Unit: 36 Block/Bldg: _____ Phase: III Option
Plan # 19TK9804 Community: Symphony Series
Municipal Address: 5-MCCORD & Municipality: Richmond Hill
PURCHASE PRICE: Six HUNDRED AND TWENTY THOUSAND Dollars
(\$ 620,000.00)

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	<u>15,000.00</u> <u>HL</u>	DUE DATE	<u>July 18/2011</u>
2nd DEPOSIT	AMOUNT	<u>15,000.00</u> <u>HL</u>	DUE DATE	<u>Sep. 12/2011</u>
3rd DEPOSIT	AMOUNT	<u>10,000.00</u> <u>HL</u>	DUE DATE	<u>Nov. 12/2011</u>

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: 20 day of December, 2011
(subject to the extension provisions of this Agreement)

SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase 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 facsimile and such facsimile 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 12 day of July, 2011, 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.

WITNESS:

Purchaser:

Date

Etrat Khosroshahi July 12/2011

1 Meriton St
M. Plan # 1147
of ROSSINI DR

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: Mohammad H. Jafarian D.O.B. (14/07/1987) S.I.N. _____
D M Y
Purchaser: _____ D.O.B. (/ /) S.I.N. _____
D M Y

Feb 22, 2012 12:01 PM Remax Realtron Thornhill

No. 3097 P. 2

1 Meriton St.

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: Shemesh, Amir D.O.B. (31/05/1965) S.I.N. _____
D M Y
Purchaser: Shemesh, Lisita D.O.B. (15/2/1968) S.I.N. _____
D M Y
Purchaser's Address: 6 White Beach Cr. Maple, ON L6A 0R1

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: _____

DWELLING: Model ID: _____ Model Name: Lebrato Elevation: "B"
Lot/Unit: 38 Block/Bldg: _____ Phase: 1 Plan # _____ Community: Symphony
Municipal Address: 1 Meriton St Municipality: Richmond Hill

PURCHASE PRICE: Six hundred eighty nine Dollars (\$ 689,000)

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:
7,345
for mortgage/hold

1st DEPOSIT	AMOUNT	<u>10,000</u>	DUE DATE	<u>Feb. 21, 2012</u>
2nd DEPOSIT	AMOUNT	<u>10,000</u>	DUE DATE	<u>Feb 29, 2012</u>
3rd DEPOSIT	AMOUNT		DUE DATE	

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: 15 day of March, 2012
(subject to the extension provisions of this Agreement)

SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase 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 facsimile and such facsimile 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: 11:59 P.M. on the 15 day of Feb, 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.

WITNESS:

Purchaser:

Date:

Feb 13, 2012
Feb 12, 2012

64 Puccini Dr

M-plan # 25-

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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: AZIZULLA H, HAYATULLAH D.O.B. 01/01/1978 S.I.N. _____
 D M Y

Purchaser: FATANA - RAHMATULLAH D.O.B. (/ /) S.I.N. _____
 D M Y

Purchaser's Address: 17 ARDEN VALLEY ST. Richmond Hill
905-508-9705 Home Telephone 416-434-3925 Business Telephone Fax bmscrap@gmail.com Mobile/Cell Email

VENDOR: SILVER STREAMS HOMES (Puccini) Inc. 103 Naughton Drive, Richmond Hill, ON, L4C 8B3 Tel No. _____ ONHWP Builder No: 34331
DWELLING: Model ID: 3780 Model Name: Serenade Rev. plan no porch
 Elevation: A Lot/Unit: 23 Block/Bldg: _____ Phase: _____
 Plan # _____ Community: symphony
 Municipal Address: 64 Puccini Dr Municipality: Richmond Hill
PURCHASE PRICE: \$980,000 + \$179,854.00 UPGRADING (incl. GST) = \$1,159,854.00

DEPOSITS: The Purchaser agrees to tender on execution of this Agreement the following deposits by way of post-dated cheques made payable to the Vendor in the amounts and on the dates set out below, which deposits shall be held pending completion or other termination of this Agreement and shall be credited on account of the Purchase Price on the Closing Date: New Sale Price - 1,003,170.65
+ KITCHEN UPGRADING = 5,316.65\$ (incl. GST) = 1,008,487.30

1st DEPOSIT	AMOUNT	\$30,000.00	DUE DATE	Feb 1 2012
2nd DEPOSIT	AMOUNT	\$20,000.00	DUE DATE	Apr 1 2012
3rd DEPOSIT	AMOUNT	\$20,000.00	DUE DATE	June 1 2012

New Sale Price = 1,003,170.65 Last Day
 The Balance of the Purchase Price (subject to the adjustments set out herein) is payable to the Vendor or as it may direct on the Closing Date by certified cheque or bank draft. (incl. upgr. of \$5,316.65)

Closing Date: 31 day of Aug, 2012
 (subject to the extension provisions of this Agreement)

SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase and Sale:
A, B, C, D, E, F, G (Add or delete as required) + \$13,560 of addition

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 facsimile and such facsimile copy shall be deemed to have the same force and effect as an executed original. New Sale Price = 1,016,730.65

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

This Offer shall be irrevocable by the Purchaser until: 5:00 P.M. on the 31 day of Aug, 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.

WITNESS: _____ Purchaser: _____ Date: June 30 - 12
 WITNESS: _____ Purchaser: _____ Date: _____
ACCEPTANCE: Silver Streams Homes (Puccini) Inc. hereby accepts the Offer and its terms this 30th day of June, 2012. Silver Streams Homes (Puccini) Inc.
 PER: [Signature] Authorized Signing Officer

Vendor's Solicitor:
 Jack Greenberg
 181 Eglinton Avenue East, Suite 204
 Toronto, Ontario, M4P 1J4
 Tel: 416 485-8833 Fax: 416-485-3246
 jackgreenberg@greenberglawyers.ca
 Standard APS.180609

Purchaser's Solicitor:

 Tel: _____ Fax: _____
 E-mail: _____

**SILVER STREAMS HOMES
AGREEMENT OF PURCHASE AND SALE**

a Pavarditi
Lot 16 - P
1-12
M. plan

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The undersigned purchaser(s) (the "Purchaser") hereby agrees to and with the undersigned vendor (the "Vendor") to purchase the property described below, and shown on the attached plan, which shall include the house to be constructed thereon (the "Dwelling") described in this Agreement, on the following terms:

PURCHASER: RESHMA - KATHAN Date of Birth: _____ S.I.
PURCHASER: ZAINUL ABEDIN KATHAN Date of Birth: 01/01/62 S.I.
Purchaser's Address: 30 OLD PARK LANE, RICHMOND HILL, ONT. L4B 5
6476687429 ZAINUL K.
Home Telephone _____ Business Telephone _____ Fax _____ Mobile/Cell _____ Email _____
VENDOR: Silver Streams Homes Inc.
103 Naughton Drive, Richmond Hill, ON L4C 8B3 Tel. No. _____ ONHWP Builder No.: 34331
Dwelling: Model ID: 9340544 Model Name: THE MASTRO Elevation: A @ 21

LEGAL PROPERTY:
Unit: 16 Block/Bldg: _____ Phase: 1 Plan # MIR 98004 Commun
Municipal Address: 9. PAVARDITI - ST. Municip
PURCHASE PRICE: Five hundred, Sixty five thousand, nine DOLLARS (\$ 565,900)
thousand only.

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 on the dates set out below, which deposits shall be held pending completion or other termination of this Agreement. The amount of the Purchase Price on the Closing Date:

1 ST DEPOSIT	AMOUNT	<u>20,000</u>	DUE DATE	<u>20th March</u>
2 ND DEPOSIT	AMOUNT	<u>20,000</u>	DUE DATE	<u>20th April</u>
3 RD DEPOSIT	AMOUNT	<u>20,000</u>	DUE DATE	<u>-</u>

Balance of the Purchase Price (subject to adjustments) is payable to the Vendor on the Closing Date by certified cheque.
CLOSING DATE: April 09 (subject to the extension provisions)

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

L.C.D.E.E.G. [NOTE: To be added or deleted as required]

Vendor and Purchaser agree that the execution of this Offer to Purchase or any amendments thereto or any notice or waiver required hereunder may be delivered by facsimile and such facsimile copy shall be deemed to have the same force and effect as an executed original.

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

Offer shall be irrevocable by the Purchaser until 11:59 p.m. on the 20th day of Feb March, 2008, after which time the Offer shall become null and void. If accepted, this Offer shall constitute a binding Agreement of Purchase and Sale.

WITNESS WHEREOF the Purchaser has set his/her hand and seal in the presence of:

Witness: _____ Purchaser: Zainul Date: 7 March
Witness: _____ Purchaser: Reshma Date: 7 March

ACCEPTANCE:

The undersigned hereby accepts the Offer and its terms.

Accepted this 3rd day of March, 2008 Vendor (Authorized Signing Officer)
Per: Tim Jim

Seller's Solicitor:

David Freitas
Donald Sager Manis LLP
200 York Street, Suite 800
Richmond Hill, ON L4B 3E5

Purchaser's Solicitor:

7 Pavarotti
Lot 17 Plan 1197
M. Pavarotti

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SILVER STREAMS HOMES AGREEMENT OF PURCHASE AND SALE

The undersigned purchaser(s) (the "Purchaser") hereby agrees to and with the undersigned vendor (the "Vendor") to purchase the Property described below, and shown on the attached plan, which shall include the house to be constructed thereon (the "Dwelling") together described in this Agreement, on the following terms:

PURCHASER: LEGACY DEVELOPERS Date of Birth: _____ S.I.N.: _____
PURCHASER: _____ Date of Birth: _____ S.I.N.: _____
Purchaser's Address: 1140 BURNHAMTHORPE RD WEST, UNIT # 141 MISSISSAUGA
647-500-7653
Home Telephone _____ Business Telephone _____ Fax _____ Mobile/Cell _____ Email _____

VENDOR: SILVER STREAMS HOMES
103 Naughton Drive, Richmond Hill, ON L4C 8B3 Tel. No. _____ ONHWP Builder No.: 34331

DWELLING: Model ID: 2340 Syll Model Name: MAESTRO Elevation: B

REAL PROPERTY:
Lot/Unit: 17 Block/Bldg: _____ Phase: 1 Plan # 19TR-98004 Community: S
Municipal Address: 7 PAVAROTTI ST Municipality: _____

PURCHASE PRICE: Five Hundred Seventy Seven thousand Nine Hundred DOLLARS (\$ 577,900)

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

1 st DEPOSIT	AMOUNT	<u>20,000</u>	DUE DATE	<u>19th Feb 08</u>
2 nd DEPOSIT	AMOUNT	<u>20,000</u>	DUE DATE	<u>19th May 08</u>
3 rd DEPOSIT	AMOUNT		DUE DATE	

The Balance of the Purchase Price (subject to adjustments) is payable to the Vendor on the Closing Date by certified cheque or bank draft.

CLOSING DATE: JULY 15 09 (subject to the extension provisions of the Agreement)

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

A, B, C, D, E, F, G. (NOTE: To be added or deleted as required)

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

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

This Offer shall be irrevocable by the Purchaser until 11:59 p.m. on the 19th day of Feb, 2008, after which time this Offer shall become null and void. If accepted, this Offer shall constitute a binding Agreement of Purchase and Sale.

IN WITNESS WHEREOF the Purchaser has set his/her hand and seal in the presence of:

Witness: _____ Purchaser: _____ Date: Feb 12/08
Witness: _____ Purchaser: _____ Date: _____

ACCEPTANCE:

The undersigned hereby accepts the Offer and its terms.

Accepted this _____ day of _____, 2008 Vendor (Authorized Signing Officer)
Per: _____

Vendor's Solicitor: Connie Freitas Macdonald Sager Manis LLP 150 York Street, Suite 800 Toronto, ON M5H 3S5 Tel: (416) 364-1553 Fax: (416) 364-1453	Purchaser's Solicitor: _____ _____ _____ TEL: _____ FAX: _____
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SILVER STREAMS HOMES (PUCCINI) INC.
AGREEMENT OF PURCHASE AND SALE

5 Pavarotti

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

Purchaser: MANSOOR NAQI D.O.B. 03 / 01 / 1955 S.I.N. 505-
D M Y
Purchaser: MARIA NAQI D.O.B. 17 / 07 / 1965 S.I.N. 506-1
D M Y
Purchaser's Address: 70 Macrill Road Markham ON L6C1W7
(905) 887-2444 (905) 948-8006 (905) 948-8007 (416) 558-1802 spcctr
Home Telephone Business Telephone Fax Mobile/Cell Email

VENDOR: SILVER STREAMS HOMES (PUCCINI) INC. 103 Naughton Drive, Richmond L4C 8B3 Tel No. (416) 819-1650 ONHWP Builder No: 34331

DWELLING: Model ID: _____ Model Name: MAESTRO WITH 2R
Elevation: 8 Lot/Unit: 18 Block/Bldg: _____ Phase: C
Plan # 19TR-98004 Community: PUCCINI / SYMPHONY - SERIES

Municipal Address: 5 PAVAROTTI - ST Municipality: Richmond Hill

PURCHASE PRICE: Five hundred and seventy three thousand
(\$ 573,000)

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

ON ASSIGNMENT FROM ALAM NATHULLAH: \$50,000 (FIFTY THOUSAN

1st DEPOSIT	AMOUNT		DUE DATE	
2nd DEPOSIT	AMOUNT		DUE DATE	
3rd DEPOSIT	AMOUNT		DUE DATE	

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

Closing Date: MAY day of 20th, 2010.

(subject to the extenstion provisions of this Agreement)

SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase and 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 amendments thereto or any notice or waiver required to be given pursuant thereto may b facsimilie and such facsimilie copy shall be deemed to have the same force and effect a original.

UNLESS OTHERWISE SPECIFIED IN THE AGREEMENT, ALL SALES REPRE INVOLVED IN THIS TRANSACTION ARE WORKING FOR THE VENI REPRESENTATIONS DO NOT FORM PART OF THIS AGREEMENT OF PURCHASE A

This Offer shall be irrevocable by the Purchaser until: 11:59 P.M. on the _____, 2009, after which time, if not accepted, this Offer shall become nu accepted, this Offier shall constitute a binding Agreement of Purchase and Sale.

WITNESS:

Purchaser:

Murq

Jan 23, 201

Date

Jan 23, 20

6 Pavarotti

Lot 7 Plan Phase 1
(19TR 98004)
M. Plan #10

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SILVER STREAMS HOMES
AGREEMENT OF PURCHASE AND SALE

The undersigned purchaser(s) (the "Purchaser") hereby agrees to and with the undersigned vendor (the "Vendor") to purchase the property (the "Real Property") described below, and shown on the attached plan, which shall include the house to be constructed thereon (the "Dwelling") together with the features described in this Agreement, on the following terms:

PURCHASER: NADIA SYED Date of Birth: 10th March 62 S.I.N. 472-458-60
PURCHASER: ASHA SYED Date of Birth: 17th Feb 65 S.I.N. 493-511-950
Purchaser's Address: 36 - HEATHER BANK TRAIL M1B 5M6

Home Telephone _____ Business Telephone _____ Fax 416-357-0420 Mobile/Cell _____ Email _____

VENDOR: SILVER STREAMS HOMES INC. ONHWP Builder No.: 34331
103 Naughton Drive, Richmond Hill, ON L4C 8B3 Tel. No. _____

DWELLING: Model ID: 2340 S/H Model Name: MAESTRO Elevation: A

REAL PROPERTY:

Lot/Unit: 7 Block/Bldg: _____ Phase: 1 Plan # 19TR 98004 Community: Symphony Series
Municipal Address: 6 PAVAROTTI ST. five Municipality: Richmond Hill

PURCHASE PRICE: Five Hundred and Twenty Nine Thousand and Nine Hundred DOLLARS (\$ 569,900)

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:

1 ST DEPOSIT	AMOUNT	<u>20,000</u>	DUE DATE	<u>21st Feb 08</u>
2 ND DEPOSIT	AMOUNT	<u>20,000</u>	DUE DATE	<u>21st April 08</u>
3 RD DEPOSIT	AMOUNT	<u>20,000</u>	DUE DATE	<u> </u>

The Balance of the Purchase Price (subject to adjustments) is payable to the Vendor on the Closing Date by certified cheque or bank draft.

CLOSING DATE: April 09 (subject to the extension provisions of this Agreement).

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

A, B, C, D, E, F, G. [NOTE: To be added or deleted as required]

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

UNLESS OTHERWISE SPECIFIED IN THIS 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 11:59 p.m. on the 21st day of Feb, 2008 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.

N WITNESS WHEREOF the Purchaser has set his/her hand and seal in the presence of:

Witness: _____ Purchaser: [Signature] Date: 26 Feb 2008
Witness: _____ Purchaser: [Signature] Date: 24 Feb 2008

ACCEPTANCE:

The undersigned hereby accepts the Offer and its terms.

Accepted this 27 day of FEB, 2008 Vendor (Authorized Signing Officer)

Per: [Signature]

Vendor's Solicitor:

Donnie Freitas
Donald Sager Manis LLP
50 York Street, Suite 600
Toronto, ON M5H 3S5
Tel: (416) 364-1553
Fax: (416) 364-1453

Purchaser's Solicitor:

TEL: _____
FAX: _____

**SILVER STREAMS HOMES
AGREEMENT OF PURCHASE AND SALE**

Lot 8 Plan VHASE 1 (ATR-98004) M. Plan # 9 **8 Pavakotti** 153

Undersigned purchaser(s) (the "Purchaser") hereby agrees to and with the undersigned vendor (the "Vendor") to purchase the property (the "Real Property") described below, and shown on the attached plan, which shall include the house to be constructed thereon (the "Dwelling") together with the features included in this Agreement, on the following terms:

PURCHASER: TARIQ NOOR Date of Birth: APR 20, 1954 S.I.N. 507-226-702
 PURCHASER: — Date of Birth: — S.I.N. —
 Purchaser's Address: 5339 Russell View Road, Mississauga, ON L5M 5V8
 Telephone: 2819-0479 Business Telephone: — Fax: — Mobile/Cell: (416) 561-6665 Email: tariq-noor@hotmail.com
 SELLER: SYMPHONY SERIES DEV INC ONHWP Builder No.: 34331
 103 Naughton Drive, Richmond Hill, ON L4C 8B3 Tel. No. —
 Listing: Model ID: — Model Name: BEETHOVAN Elevation: "B"

PROPERTY:

Unit: 8 Block/Bldg: — Phase: 1 Plan # 19TR-98004 Community: Symphony Series
 Zipal Address: 8. PAVAKOTTI - ST. Municipality: Richmond Hill

CHASE PRICE: Five hundred and fifty five thousand — DOLLARS (\$ 555,000)

POSITS: The Purchaser agrees to tender on execution of this Agreement the following deposits by way of post-dated cheques made payable to the Vendor 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 the date of the Purchase Price on the Closing Date: 8 installments of (Monthly) of \$5000 each dated the 4th of each

1 ST DEPOSIT	AMOUNT	DUE DATE	<u>month, commencing Feb 4, 2008</u>
2 ND DEPOSIT	AMOUNT	DUE DATE	<u>Mar.</u>
3 RD DEPOSIT	AMOUNT	DUE DATE	

Balance of the Purchase Price (subject to adjustments) is payable to the Vendor on the Closing Date by certified cheque or bank draft.

CLOSING DATE: MARCH / APRIL 2009 (subject to the extension provisions of this Agreement).

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

C.D.E.E.G. (NOTE: To be added or deleted as required)

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

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

Offer shall be irrevocable by the Purchaser until 11:59 p.m. on the — day of —, 2008, after which time, if not accepted, offer shall become null and void. If accepted, this Offer shall constitute a binding Agreement of Purchase and Sale.

WITNESS WHEREOF the Purchaser has set his/her hand and seal in the presence of:

X [Signature] X [Signature] X FEB. 11, 2008
 S.S. Purchaser: Date

S.S. Purchaser: Date

ACCEPTANCE:

Undersigned hereby accepts the Offer and its terms.

Signed this 15th day of FEB, 2008 Vendor (Authorized Signing Officer)

Per: [Signature]

Seller's Solicitor:

Freitas
 Donald Sager Manis LLP
 York Street, Suite 800
 Toronto, ON M5H 3S5
 (416) 364-1553
 (416) 364-1453

Purchaser's Solicitor:

TEL: —
 FAX: —

11 Pavarotti

Lot 151

M.N. 154

SILVER STREAMS HOMES AGREEMENT OF PURCHASE AND SALE

The undersigned purchaser(s) (the "Purchaser") hereby agrees to and with the undersigned vendor (the "Vendor") to purchase the property described below, and shown on the attached plan, which shall include the house to be constructed thereon (the "Development") described in this Agreement, on the following terms:

PURCHASER: HAROON CHANDNA Date of Birth: APR 8, 1944

PURCHASER: AZRA CHANDNA Date of Birth: NOV 5, 1953

Purchaser's Address: 3854 HENRIETTA WAY, MISSISSAUGA, ON L5M 7Y4

(905) 814-6417

Home Telephone

Business Telephone

Fax

Mobile/Cell

Email

VENDOR:

103 Naughton Drive, Richmond Hill, ON L4C 8B3 Tel. No.

ONHWP Builder No.: 34331

DWELLING: Model ID:

Model Name: LIBERACE

Elevation: "B" (1

REAL PROPERTY:

(LOT 15 C)

Lot/Unit: 15

Block/Bldg:

Phase: ONE

Plan # 19TR-98004

Cor

Municipal Address: 11 - PAVAROTTI - ST

M

PURCHASE PRICE: Five hundred and ninety nine thousand DOLLARS (\$ 59

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

1 ST DEPOSIT	AMOUNT	<u>40,000</u>	DUE DATE	<u>16th May 08</u>
2 ND DEPOSIT	AMOUNT	<u>10,000</u>	DUE DATE	<u>16th June 08</u>
3 RD DEPOSIT	AMOUNT		DUE DATE	

The Balance of the Purchase Price (subject to adjustments) is payable to the Vendor on the Closing Date by certified cheque

CLOSING DATE: MARCH / APRIL 2009

(subject to the extension pro

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

A, B, C, D, E, F, G. (NOTE: To be added or deleted as required)

The Vendor and Purchaser agree that the execution of this Offer to Purchase or any amendments thereto or any notice or waiver thereto may be delivered by facsimile and such facsimile copy shall be deemed to have the same force and effect as an executed

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

This Offer shall be Irrevocable by the Purchaser until 11:59 p.m. on the 8th day of MAY, 2008, after this Offer shall become null and void. If accepted, this Offer shall constitute a binding Agreement of Purchase and Sale.

IN WITNESS WHEREOF the Purchaser has set his/her hand and seal in the presence of:

Witness: _____ Purchaser: _____ Date: _____

Witness: _____ Purchaser: _____ Date: _____

ACCEPTANCE:

The undersigned hereby accepts the Offer and its terms.

Accepted this 7th day of May, 2008 Vendor (Authorized Signing Officer)

Per: _____

Vendor's Solicitor:

Connie Freitas
Macdonald Sager Manis LLP
150 York Street, Suite 800
Toronto, ON M5H 3S5
Tel: (416) 364-1553
Fax: (416) 364-1453

Purchaser's Solicitor:

OBAID SIDDIQUI

TEL: (416) 445-5597
FAX: _____

24 Rossini Dr
155

SILVER STREAMS HOMES AGREEMENT OF PURCHASE AND SALE

The undersigned purchaser(s) (the "Purchaser") hereby agrees to and with the undersigned vendor (the "Vendor") described below, and shown on the attached plan, which shall include the house to be constructed thereon described in this Agreement, on the following terms:

PURCHASER: THANCAVADEVU SELVAKUMAR Date of Birth: 20/11/1980

PURCHASER: _____ Date of Birth: _____

Purchaser's Address: 3380 EGLINTON AVE E. APT 403. M1S 4B6

Home Telephone: 416-266-3022 Business Telephone: _____ Fax: 416-823-6821 Mobile/Cell: _____

VENDOR: SILVER STREAM HOMES - SYMPHONY SER.
103 Naughton Drive, Richmond Hill, ON L4C 8B3 Tel. No. _____ ONHWP Builder No.: 3

DWELLING: Model ID: 2948 8/11 Model Name: MSOPRANO Elevation: _____

REAL PROPERTY:

Lot/Unit: 67 Block/Bldg: _____ Phase: 1 Plan # 19TR 9800

Municipal Address: 24 - ROSSINI - DR

PURCHASE PRICE: Six Hundred, Ninety Four thousand 2 DOLLARS

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

1 st DEPOSIT	AMOUNT	<u>20,000 \$</u>	DUE DATE	<u>2nd Apr</u>
2 nd DEPOSIT	AMOUNT	<u>20,000 \$</u>	DUE DATE	<u>2nd May</u>
3 rd DEPOSIT	AMOUNT	<u>20,000 \$</u>	DUE DATE	<u>2nd June</u>

The Balance of the Purchase Price (subject to adjustments) is payable to the Vendor on the Closing Date by cert
CLOSING DATE: July 09 (subject to the extent

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

A, B, C, D, E, F, G. (NOTE: To be added or deleted as required)

The Vendor and Purchaser agree that the execution of this Offer to Purchase or any amendments thereto or any notice or thereto may be delivered by facsimile and such facsimile copy shall be deemed to have the same force and effect as an ex

UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ALL SALES REPRESENTATIVES INVOLVED IN THIS TRA
THE VENDOR, ORAL REPRESENTATIONS DO NOT FORM PART OF THIS AGREEMENT OF PURCHASE AND SALE

This Offer shall be irrevocable by the Purchaser until 11:59 p.m. on the _____ day of _____, 200
this Offer shall become null and void. If accepted, this Offer shall constitute a binding Agreement of Purchase and Sale.

IN WITNESS WHEREOF the Purchaser has set his/her hand and seal in the presence of:

Witness: _____ Purchaser: Y. J. Selvaraj Date: 29/

Witness: _____ Purchaser: _____ Date: _____

ACCEPTANCE:

The undersigned hereby accepts the Offer and its terms.

Accepted this _____ day of _____, 200 Vendor (Authorized Signing Officer)
Per: [Signature]

Vendor's Solicitor:

Connie Freitas
Macdonald, Sager Manis LLP
150 York Street, Suite 800
Toronto, ON M5H 3S5
Tel: (416) 364-1553
Fax: (416) 364-1453

Purchaser's Solicitor:

TEL: _____
FAX: _____

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Tel: _____ Fax: _____
E-mail: _____

SILVER STREAMS HOMES AGREEMENT OF PURCHASE AND SALE

Lot 157 Plan Phase 1
(19TR98004)

157

The undersigned purchaser(s) (the "Purchaser") hereby agrees to and with the undersigned vendor (the "Vendor") to purchase the Property described below, and shown on the attached plan, which shall include the house to be constructed thereon (the "Dwelling") together with the Property described in this Agreement, on the following terms:

PURCHASER: MR. ARSHAD RASHID

Date of Birth: 27 SEP 1960 S.I.N. 299 826 768

PURCHASER: NEELMA - RASHID

Date of Birth: 07 AUG 1971 S.I.N. 299 826 503

Purchaser's Address: 514 574 9300

Home Telephone

Business Telephone

Fax

514 660 9789 Capt. Rashid Rashid

Mobile/Cell

Email

VENDOR: SILVER STREAMS HOMES SYMPHONY SERIES DEV INC.
103 Naughton Drive, Richmond Hill, ON L4C 8B3 Tel. No.

ONHWP Builder No.: 34331

DWELLING: Model ID: 2591 SHI

Model Name: MOZART

Elevation: B-A

REAL PROPERTY:

Lot/Unit: 64

Block/Bldg:

Phase: 1

Plan # 19TR98004

Community: Symphony Se

Municipal Address: 30. ROSSINI DR. FORTY TWO

Municipality: Richmond H

PURCHASE PRICE: Six Hundred Forty Two Thousand

DOLLARS (\$ 642,900.00)

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 to the account of the Purchase Price on the Closing Date:

1 st DEPOSIT	AMOUNT	<u>20,000</u>	DUE DATE	<u>25 March 08</u>
2 nd DEPOSIT	AMOUNT	<u>20,000</u>	DUE DATE	<u>25 April 08</u>
3 rd DEPOSIT	AMOUNT	<u>20,000</u>	DUE DATE	<u>25 May 08</u>

The Balance of the Purchase Price (subject to adjustments) is payable to the Vendor on the Closing Date by certified cheque or bank draft.

CLOSING DATE: SEP/OCT/09 NOV/DEC 09 (subject to the extension provisions of this Agreement)

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

A.B.C.D.E.F.G. [NOTE: To be added or deleted as required]

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

UNLESS OTHERWISE SPECIFIED IN THIS 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 11:59 p.m. on the 25th day of March, 2008 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.

IN WITNESS WHEREOF the Purchaser has set his/her hand and seal in the presence of:

Witness:

Purchaser:

Date:

Witness:

Purchaser:

Date:

ACCEPTANCE:

The undersigned hereby accepts the Offer and its terms.

Accepted this _____ day of _____, 200____ Vendor (Authorized Signing Officer)

Per: _____

Vendor's Solicitor:

Connie Freitas
Macdonald Sager Manis LLP
150 York Street, Suite 800
Toronto, ON M5H 3S5
Tel: (416) 364-1553
Fax: (416) 364-1453

Purchaser's Solicitor:

TEL:

FAX:

**SILVER STREAMS HOMES
AGREEMENT OF PURCHASE AND SALE**

Lot 28 Plan Phase 1 158
(19TR-98004)
28 Rossini Dr

The undersigned purchaser(s) (the "Purchaser") hereby agrees to and with the undersigned vendor (the "Vendor") to purchase the property (the "Property") described below, and shown on the attached plan, which shall include the house to be constructed thereon (the "Dwelling") together with the described in this Agreement, on the following terms:

PURCHASER: SADIA HASSAN KHAN Date of Birth: 14 AUG. 1959 S.I.N. 7397292

PURCHASER: _____ Date of Birth: _____ S.I.N. _____
Purchaser's Address: 2704 GALLEON CRES, MISSISSAUGA, ON L5M 5T9

Home Telephone _____ Business Telephone _____ Fax _____
Mobile/Cell _____ Email _____

VENDOR: SILVER STREAMS HOMES / SYMPHONY SERIES DEVELOPER
103 Naughton Drive, Richmond Hill, ON L4C 8B3 Tel. No. _____ ONHWP Builder No.: 34331

DWELLING: Model ID: 2948 8vtt Model Name: SOPRANO Elevation: A

REAL PROPERTY:
Lot/Unit: 28 Block/Bldg: _____ Phase: 1 Plan # 19TR-98004 Community: Symphony Se
Municipal Address: _____ Municipality: Richmond H

PURCHASE PRICE: Six Hundred, Eighty-two thousand DOLLARS (\$ 682,900)

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 to the Purchase Price on the Closing Date:

1 st DEPOSIT	AMOUNT	<u>25000</u>	DUE DATE	<u>24th March 08</u>
2 nd DEPOSIT	AMOUNT		DUE DATE	
3 rd DEPOSIT	AMOUNT		DUE DATE	

The Balance of the Purchase Price (subject to adjustments) is payable to the Vendor on the Closing Date by certified cheque or bank draft.

CLOSING DATE: Aug 09 (subject to the extension provisions of this Agreement)

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

A., B., C., D., E., F., G. (NOTE: To be added or deleted as required)

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

UNLESS OTHERWISE SPECIFIED IN THIS 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 11:59 p.m. on the _____ day of _____, 200____, 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.

IN WITNESS WHEREOF the Purchaser has set his/her hand and seal in the presence of _____
Witness: _____ Purchaser: [Signature] Date: 4-4-2008

Witness: _____ Purchaser: _____ Date: _____

ACCEPTANCE:

The undersigned hereby accepts the Offer and its terms.

Accepted this _____ day of _____, 200____ Vendor (Authorized Signing Officer)
Per: _____

Vendor's Solicitor:
Connie Freitas
Macdonald Gagar Manis LLP
150 York Street, Suite 800
Toronto, ON M5H 3S5
Tel: (416) 364-1553
Fax: (416) 364-1453

Purchaser's Solicitor: _____
TEL: _____
FAX: _____

**SILVER STREAMS HOMES
AGREEMENT OF PURCHASE AND SALE**

The undersigned purchaser(s) (the "Purchaser") hereby agrees to and with the undersigned vendor (the "Vendor") to purchase the property (the "Property") described below, and shown on the attached plan, which shall include the house to be constructed thereon (the "Dwelling") together with the described in this Agreement, on the following terms:

PURCHASER: MR TARIQ ALAUDIN Date of Birth: _____ S.I.N. _____
PURCHASER: _____ Date of Birth: _____ S.I.N. _____
Purchaser's Address: 2784 CALLEON CRES, MISSISSAUGA, ON L5M 5T9
 Home Telephone _____ Business Telephone _____ Fax _____ Mobile/Cell _____ Email _____
VENDOR: SILVER STREAMS HOMES - SYMPHONY SERIES DEV INC
 103 Naughton Drive, Richmond Hill, ON L4C 8B3 Tel. No. _____ ONHWP Bulder No.: 34331
DWELLING: Model ID: 29488VH Model Name: SOPRANO Elevation: A

REAL PROPERTY:
 Lot/Unit: 32 Block/Bldg: _____ Phase: 1 Plan # FTIR 9D004 Community: Symphony Se
 Municipal Address: 43-ROSSINI-DR Municipality: Richmond H
PURCHASE PRICE: Six Hundred & Eighty Two thousand DOLLARS (\$ 682,900)
and Nine Hundred

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 to the Purchase Price on the Closing Date:

1 st DEPOSIT	AMOUNT	30,000 \$	DUE DATE	18 th March 2008
2 nd DEPOSIT	AMOUNT	10,000 \$	DUE DATE	30 th March 2008
3 rd DEPOSIT	AMOUNT		DUE DATE	

The Balance of the Purchase Price (subject to adjustments) is payable to the Vendor on the Closing Date by certified cheque or bank draft.

CLOSING DATE: August 09 (subject to the extension provisions of this Agreement)

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

A.B.C.D.E.F.G. (NOTE: To be added or deleted as required)
 The Vendor and Purchaser agree that the execution of this Offer to Purchase or any amendments thereto or any notice or waiver required to be given pursuant thereto may be delivered by facsimile and such facsimile copy shall be deemed to have the same force and effect as an executed original.

UNLESS OTHERWISE SPECIFIED IN THIS 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 11:59 p.m. on the 18th day of March, 2008 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.

IN WITNESS WHEREOF the Purchaser has set his/her hand and seal in the presence of:

Witness: _____ Purchaser: Suail Ahmad Date: MARCH 18, 2008

Witness: _____ Purchaser: _____ Date: _____

ACCEPTANCE:

The undersigned hereby accepts the Offer and its terms.

Accepted this 18th day of March, 2008 Vendor (Authorized Signing Officer)
 Per: Imam Juma

Vendor's Solicitor: Connie Frellas Macdonald Sager Manis LLP 150 York Street, Suite 800 Toronto, ON M5H 3S5 Tel: (416) 364-1553 Fax: (416) 364-1453	Purchaser's Solicitor: _____ _____ TEL: _____ FAX: _____
--	---

41 Rossini Dr
Lot 2 160

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 on 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: NEELI A. PAMEERAN D.O.B. (30 09, 52) S.I.N. _____
Purchaser: ZARLA PAMEERAN D.O.B. (1 1 1) S.I.N. _____
Purchaser's Address: 15 JONATHAN BL, RICHMOND HILL, ONT.
Home Telephone _____ Business Telephone _____ Fax _____ Mobile/Cell _____ Email _____

VENDOR: SILVER STREAMS HOMES (PUCCINI) INC. 103 Naughton Drive, Richmond Hill, ON, L4C 8B3 Tel No. 905-508-9710 (HWP) Builder No. 34231
DWELLING: Model ID: SPT 9497 SVH Model Name: SPRIMO WITH W.O. 3 Bsm
Elevation: A Lot/Unit: 64 Block/Bldg: _____ Phase: 1
Plan # 14TC 9800 Community: Richmond Hill Municipality: Richmond Hill
Municipal Address: 15 JONATHAN BL, RICHMOND HILL, ONT.
PURCHASE PRICE: SEVEN HUNDRED AND SEVENTY TWO THOUSAND AND NO DOLLARS (\$740,900 + 316,428 = 1,057,328) Dollars
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: 2nd May 2013 772,328 + 316,428 = 1,088,756 (inc HST)

1st DEPOSIT	AMOUNT	<u>20,000</u>	DUE DATE	<u>4th July 2011</u>
2nd DEPOSIT	AMOUNT	<u>20,000</u>	DUE DATE	<u>4th Nov 2011</u>
3rd DEPOSIT	AMOUNT	<u>50,000</u>	DUE DATE	

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: _____ day of April, 2012

(subject to the extension provisions of this Agreement)

SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase 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 facsimile and such facsimile 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 4th day of July, 2010, 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.

WITNESS: _____ Purchaser: _____ Date: June 30/2011
WITNESS: _____ Purchaser: _____ Date: _____
ACCEPTANCE: Silver Streams Homes (Puccini) Inc. hereby accepts the Offer and its terms this 30th day of June, 2010. 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
Standard APS 180609

Purchaser's Solicitor:
Scott M. Cook
Tel: 905-948-9700 Fax: _____
E-mail: _____

J.N.R.

39 Rossini Dr

Lot 3

161

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: MARIANNA KOGAN D.O.B. (18/05/74) S.I.N. 497478-878

Purchaser: JEAN MALCOTTE D.O.B. (14/07/1970) S.I.N. _____

Purchaser's Address: 109 - STANWOOD RD, TOWNSHIRE 4J9R8

Home Telephone _____ Business Telephone _____ Fax _____ Mobile/Cell _____ Email @gmail.com

VENDOR: SILVER STREAMS HOMES (PUCCINI) INC. 103 Naughton Drive, Richmond Hill, ON, L4C 8B3 Tel No. 905-883-7100 TRILCONHWP Builder No: 3433

DWELLING: Model ID: 4102 Model Name: SCREENING 2

Elevation: B Lot/Unit: 23 Block/Bldg: _____ Phase: 1

Plan # 911 9204 Community: Simco Municipality: Richmond Hill

PURCHASE PRICE: Nine Hundred Sixty One and 13/100 Dollars

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	8 th JUL 2011
2nd DEPOSIT	AMOUNT	20,000 \$	DUE DATE	22 nd JUL 2011
3rd DEPOSIT	AMOUNT	20,000 \$	DUE DATE	22 nd JUL 2011

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: 30th day of JUNE, 2012
 (subject to the extension provisions of this Agreement)

SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase 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 facsimile and such facsimile 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: 3:00 P.M. on the 8th day of JULY, 2011, 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.

WITNESS: _____ Purchaser: M. Kogan Date: July 17 2011

WITNESS: _____ Purchaser: J. Malcotte Date: July 17 2011

ACCEPTANCE: Silver Streams Homes (Puccini) Inc. hereby accepts the Offer and its terms this 16th day of July, 2011.

PER: _____ Silver Streams Homes (Puccini) Inc.
 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
 Standard APS.180609

Purchaser's Solicitor:

 Tel: _____ Fax: _____
 E-mail: _____

Lot 4 37 Rossini Dr

162

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: RAJAN, AMAN D.O.B. (04/07/1969) S.I.N. _____
D M Y
Purchaser: _____ D.O.B. (/ /) S.I.N. _____
D M Y
Purchaser's Address: 47 PRIMONT DR. Richmond Hill, ON L4S 2S1
916-804-7266 416-888-8038
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: _____
DWELLING: Model ID: Brookhaven 2201 Model Name: Brookhaven
Elevation: A Lot/Unit: 42 Block/Bldg: _____ Phase: _____
Plan # _____ Community: Symphony Municipality: Richmond Hill
Municipal Address: _____ Dollars
PURCHASE PRICE: _____
(\$ 670,000)

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	<u>\$30,000</u>	DUE DATE	<u>Feb 16/2012</u>
2nd DEPOSIT	AMOUNT		DUE DATE	
3rd DEPOSIT	AMOUNT		DUE DATE	

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: 21 day of March, 2012
(subject to the extension provisions of this Agreement)

SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase 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 facsimile and such facsimile 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 16 day of Feb, 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.

WITNESS:

Purchaser:

Date

WITNESS:

Purchaser:

Date

ACCEPTANCE: Silver Streams Homes (Puccini) Inc. hereby accepts the Offer and its terms this 16 day of Feb, 2012 Silver Streams Homes (Puccini) Inc.
PER: [Signature] Authorized Signing Officer

Vendor's Solicitor:

Jack Greenberg
181 Eglinton Avenue East, Suite 204
Toronto, Ontario, M4P 1J4
Tel: 416-485-3833 Fax: 416-485-3246
jackgreenberg@greenberglawyers.ca
Standard APS-180609

Purchaser's Solicitor:

Tel: _____ Fax: _____
E-mail: _____

35 ROSSINI DR
Lot 5

163

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: UCHENWA GENUS D.O.B. (06/08/1975) S.I.N. _____
D M Y

Purchaser: DULWYNNE GENUS D.O.B. (11/12/1973) S.I.N. _____
D M Y

Purchaser's Address: 124 LEBOUIC DRIVE, RICHMOND HILL L4E-5B8
905-773-5527 Home Telephone 647638625 Business Telephone ugenus@yahoo.com Fax _____ Mobile/Cell _____ Email _____

VENDOR: SILVER STREAMS HOMES (PUCCINI) INC. 103 Naughton Drive, Richmond Hill, ON, L4C 8B3 Tel No. 905-508-7186 ONHWP Builder No: 34331
DWELLING: Model ID: MOZART "A" 25 91 sq. ft. Model Name: MOZART WITH SEPT SIDE ENT
Elevation: "A" Lot/Unit: #46 Block/Bldg: _____ Phase: III TO POSS: _____
Plan # 191R-78004 Community: SYMPHONY SEVEN

Municipal Address: _____ Municipality: Richmond Hill

PURCHASE PRICE: seven hundred & twenty-five thousand Dollars
(\$ 725,000)

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:

20,000\$ received on 28th Sept 2011 UG

1st DEPOSIT	AMOUNT	\$ <u>10,000.00</u>	DUE DATE	<u>SEPT-24-2011</u>
2nd DEPOSIT	AMOUNT	\$ <u>10,000.00</u>	DUE DATE	<u>OCT-24-2011</u>
3rd DEPOSIT	AMOUNT	\$ <u>40,000.00</u>	DUE DATE	<u>NOV/DEC. 2011 or</u>

JAN 2012 (conditional) **

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: 1st day of AUGUST, 2012
(subject to the extension provisions of this Agreement)

SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase 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 facsimile and such facsimile 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.

11.1 Offer shall be irrevocable by the Purchaser until: 5:00 P.M. on the 28th day of SEP, 2011, after which time, if not accepted, this Offer shall become null and void. If this Offer shall constitute a binding Agreement of Purchase and Sale.

(a) _____ Date Sept 17 2011
(b) To all _____
Purchaser: Uchenwa Genus Date Sept 17 2011
Purchaser: _____ Date _____

(c) The f _____
goods or be t _____
subsequ _____
Silver Streams Homes (Puccini) Inc. hereby accepts the Offer and its terms this _____
2010-2011 Silver Streams Homes (Puccini) Inc.
PER: _____
Authorized Signing Officer

(d) The Purc _____
Date, then _____
cheque de _____
Agreement

(e) It is an act o _____

ite 204

(f) If the rate of t _____
total tax payal _____
adjustment on _____
exemption shall

3246

.yers.ca

Purchaser's Solicitor:

Tel: _____ Fax: _____
E-mail: _____

UG D-G

(D-G)

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:

33 Rossini
Lot 6

164

Purchaser: IBRAHIM EL-HAJI

D.O.B. 26/04/1968 S.I.N. _____
D M Y

Purchaser: OLENA HAVRY SCHUK

D.O.B. 16/10/1973 S.I.N. _____
D M Y

Purchaser's Address: 6-MANSARD-DR, RICHMOND HILL, ONT, L4E 0L8.
905-916-7479 416-786-7479 ibrahim@yahoo.ca
Home Telephone Business Telephone Fax Mobile/Cell Email

VENDOR: SILVER STREAMS HOMES (PUCCINI) INC. 103 Naughton Drive, Richmond Hill, ON, L4C 8B3 Tel No. 905-508-7186 ONHWP Builder No: 34331

DWELLING: Model ID: 2,340 SSK Model Name: THE MAESTRO
Elevation: A Lot/Unit: 54 Block/Bldg: _____ Phase: II

Plan # 191R98004 Community: SYMPHONY Municipality: Richmond Hill

Municipal Address: _____

PURCHASE PRICE: 585,900 (Five hundred and eighty five thousand and 900/100 Dollars)
(\$ 585,900.00)

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	<u>20,000</u>	DUE DATE	<u>23rd Aug 2010</u>
2nd DEPOSIT	AMOUNT	<u>10,000</u>	DUE DATE	<u>23rd Sep 2010</u>
3rd DEPOSIT	AMOUNT	<u>5,000</u>	DUE DATE	<u>23rd Nov 2010</u>

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: 23rd day of APRIL, 2010 (subject to the extension provisions of this Agreement) 23rd April 2010
SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase and Sale: Sep 1-201
A, B, C, D, E, F, G; (Add or delete as required) Today's date April 09, 2011 J.E.O.

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 facsimile and such facsimile 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: 4:00 P.M. on the 23rd day of August, 2009. 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.

WITNESS:

Purchaser:

Date

WITNESS:

Purchaser:

Date

ACCEPTANCE: Silver Streams Homes (Puccini) Inc. hereby accepts the Offer and its terms this _____ day of _____, 2009.

Silver Streams Homes (Puccini) Inc.
PER: [Signature]
Authorized Signing Officer

Vendor's Solicitor:

Jack Greenberg
181 Eglinton Avenue East, Suite 204
Toronto, Ontario, M4P 1J4
Tel: 416 485-8833 Fax: 416-485-3246
jackgreenberg@greenberglawyers.ca
Standard APS.180609

Purchaser's Solicitor:

Tel: _____ Fax: _____
E-mail: _____

J.E. O.H.

31 Rossini Dr

Lot 7

165

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 on 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: JAMSHID HEIDARPOUR D.O.B. 05/05/1955 S.I.N. _____
 Purchaser: _____ D.O.B. (/ /) S.I.N. _____
 Purchaser's Address: 101-399 SOUTH PARK RD, RICHMOND HILL ON L3T 7W6
416-825-2713 J. HEIDARPOUR@G
 Home Telephone _____ Business Telephone _____ Fax _____ Mobile/Cell _____ Email: 416-825-2713

VENDOR: SILVER STREAMS HOMES (PUCCINI) INC. 103 Naughton Drive, Richmond Hill, ON,
 L4C 8B3 Tel No. 905-886-1886 ONHWP Builder No: 34331
 DWELLING: Model ID: 2-240544 Model Name: MAESTRO
 Elevation: 30' WITH BRICK Lot/Unit: 55 Block/Bldg: _____ Phase: 3
 Plan # _____ Community: SYMPHONY SQUARE
 Municipal Address: _____ Municipality: Richmond Hill

PURCHASE PRICE: SIX HUNDRED & SEVENTY THOUSAND Dollars
(\$ 615,000. + 9,963 Upgrade Fee) (line 68)

DEPOSITS: The Purchaser agrees to tender on execution of this Agreement the following deposits by way of post-dated cheques made payable to the Vendor in the amounts and on the dates set out below, which deposits shall be held pending completion or other termination of this Agreement and shall be credited on account of the Purchase Price on the Closing Date:
New Sale Price: - 624,963 \$

1st DEPOSIT	AMOUNT	<u>20,000</u>	DUE DATE	<u>28th APRIL 2011</u>
2nd DEPOSIT	AMOUNT	<u>10,000 \$</u>	DUE DATE	<u>15th JULY 2011</u>
3rd DEPOSIT	AMOUNT	<u>10,000 \$</u>	DUE DATE	<u>15th AUG - 2011</u>

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: _____ day of APRIL, 2012
 (subject to the extension provisions of this Agreement)

SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase 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 facsimile and such facsimile 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 28th day of APRIL, 2010, 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.

WITNESS: _____ Purchaser: J. Heidarpour Date: 25 Apr 2011

WITNESS: _____ Purchaser: _____ Date: _____
 ACCEPTANCE: Silver Streams Homes (Puccini) Inc. hereby accepts the Offer and its terms this
25th day of APRIL, 2010. 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
 Standard APS 180609

Purchaser's Solicitor:

 Tel: _____ Fax: _____
 E-mail: _____

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 his Agreement, on the terms hereinafter set out:

Purchaser: ALEXI, R LEBENEV D.O.B. (19/10/1961) S.I.N. _____
D M Y

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

Purchaser's Address: 62 - LONGWOOD AVE, RICHMOND HILL, ONT, L4E 4A5
905-776-6561 647-885-6561
Home Telephone Business Telephone Fax Mobile/Cell Email

VENDOR: SILVER STREAMS HOMES (PUCCINI) INC. 103 Naughton Drive, Richmond Hill, ON,
L4C 8B3 Tel No. 905-509-7186 ONHWP Builder No: 34331

DWELLING: Model ID: 2, 591 SYH Model Name: MOZART (with side entrance to garage)
Elevation: A Lot/Unit: 56 Block/Bldg: _____ Phase: 11

Plan # 19TR 98004 Community: Symphony Series Municipality: Richmond Hill

PURCHASE PRICE: Six hundred and sixty thousand - Dollars
(\$ 660,000)

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	<u>10,000 \$</u>	DUE DATE	<u>16th June 2011</u>
2nd DEPOSIT	AMOUNT	<u>20,000 \$</u>	DUE DATE	<u>20th July 2011</u>
3rd DEPOSIT	AMOUNT	<u>10,000 \$</u>	DUE DATE	<u>27th Aug 2011</u>

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: 16th day of April, 2002 2012.
(subject to the extension provisions of this Agreement)

SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase 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 facsimile and such facsimile 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 16th day of June, 2009 2011, 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.

WITNESS:

Purchaser: _____

Date: June 11/2011

WITNESS:

Purchaser: _____

Date: _____

ACCEPTANCE: Silver Streams Homes (Puccini) Inc. hereby accepts the Offer and its terms this
11th day of June, 2009 2011. Silver Streams Homes (Puccini) Inc.
PER: [Signature]
Authorized Signing Officer

Vendor's Solicitor:

Jack Greenberg
181 Eglinton Avenue East, Suite 204
Toronto, Ontario, M4P 1J4
Tel: 416 485-8833 Fax: 416-485-3246
jackgreenberg@greenberglawyers.ca
Standard APS.180609

Purchaser's Solicitor:

Tel: _____ Fax: _____
E-mail: _____

29 Rossini Dr
Lot 8

166

AL

D & I DEVELOPMENTS 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 on 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: MATHEW ALBAN D.O.B. (31/05/1989) S.I.N. _____

Purchaser: NIGHTY MAJID D.O.B. (25/05/1961) S.I.N. _____

Purchaser's Address: 120 Broom Road, MAPLE LEA 3X9
447-7235527 Home Telephone Business Telephone Fax 416-8540821 Mobile/Cell Email Nighty.majid@gmail.com

VENDOR: D & I DEVELOPMENTS INC. 103 Naughton Drive, Richmond Hill, ON, L4C 8B3 Tel

No. 10558 ONIWP Builder No: 34331

DWELLING: Model ID: 3,3382 Model Name: COVECLUT

Elevation: B Lot/Unit: 1 Block/Bldg: _____ Phase: _____

Plan # 65K-2802 Community: MAPLE

Municipal Address: 93 - PINE HOLLOW CRES Municipality: Richmond Hill Vara Hand

PURCHASE PRICE: EIGHT HUNDRED AND SIXTY THOUSAND Dollars

(\$860,000.00) + \$7,106.89 (in cash) = \$867,106.89
 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	<u>20,000.00</u>	DUE DATE	<u>15th July 2011</u>
2nd DEPOSIT	AMOUNT	<u>20,000.00</u>	DUE DATE	<u>15th Aug 2011</u>
3rd DEPOSIT	AMOUNT	<u>10,000.00</u>	DUE DATE	<u>15th Oct 2011</u>

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.
10,000.00 16th Jan 2012
10,000.00 16th Feb 2012

Closing Date: 15th day of May, 2012

(subject to the extension provisions of this Agreement)

SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase 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 facsimile and such facsimile 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 15th day of July, 2009, 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.

WITNESS: [Signature] Purchaser: [Signature] Date: 15th July 2011

WITNESS: [Signature] Purchaser: [Signature] Date: 15th July 2011

ACCEPTANCE: D & I DEVELOPMENTS INC. hereby accepts the Offer and its terms this 15th day of July, 2009.

D & I DEVELOPMENTS INC.

PER: [Signature]

Authorized Signing Officer

Vendor's Solicitor:

Jack Greenberg
 181 Eglinton Avenue East, Suite 204
 Toronto, Ontario, M4P 1J4
 Tel: 416-485-8833 Fax: 416-485-3246
 jackgreenberg@greenberglawyers.ca
 2006-016/Standard AFS.181109

Purchaser's Solicitor:

 Tel: _____ Fax: _____
 E-mail: _____

80 Puccini Dr
M. Plan # 14

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: Inna Sudman D.O.B. (1906/64) S.I.N. 516-65756
D M Y

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

Purchaser's Address: 36 Palomino Dr Richmond Hill
(905) 883-3113 (905) 738-2455 (905) 738-2455 (647) 388-8925
Home Telephone Business Telephone Fax Mobile/Cell Email

VENDOR: SILVER STREAMS HOMES (P. . . .) INC. 103 Naughton Drive, Richmond Hill, ON, L4C 8B3 Tel No. 905-508-7186 ONHWP Builder No. 34331
DWELLING: Model ID: 4158 Syth Model Name: Serenade with Tandem
Elevation: B Lot/Unit: 4 Block/Bldg: _____ Phase: III
Plan # 19TR98004 Community: Symphony Series
Municipal Address: _____ Municipality: Richmond Hill

PURCHASE PRICE: NINE HUNDRED AND SEVENTY THOUSAND Dollars
(\$970,000)

DEPOSITS: The Purchaser agrees to pay 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 or account of the Purchase Price on the Closing Date:

1st DEPOSIT	AMOUNT	<u>30,000</u>	DUE DATE	<u>Aug 130/2011</u>
2nd DEPOSIT	AMOUNT	<u>20,000</u>	DUE DATE	<u>Oct 130/2011</u>
3rd DEPOSIT	AMOUNT	<u>20,000</u>	DUE DATE	<u>Dec 23/2011</u>

4th DEPOSIT AMOUNT 10,000 Due Date Feb 28/2012
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: 25 day of May, 2012
(subject to the extension provisions of this Agreement)

SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase 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 in facsimile and such facsimile copy shall be deemed to have the same force and effect as an executed original.

UNLESS OTHERWISE SPECIFIED IN THE AGREEMENT, ALL SALES REPRESENTATIVE 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 31st day of Aug 2011, after which time, if not accepted, this Offer shall become null and void. accepted, this Offer shall constitute a binding Agreement of Purchase and Sale.

[Signature] [Signature] 20/10/11

96 Puccini Dr - Mpln # 20.

169

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

The undersigned Purchaser(s) (the "Purchaser") hereby agree(s) to and with the undersigned vendor (the "Vendor") to purchase the property (the "Real Property") described below, as shown on 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: Alael, Armita D.O.B. 18/04/1976 S.I.N. _____
D M Y
Purchaser: _____ D.O.B. (/ /) S.I.N. _____
D M Y Incomplete Address
Purchaser's Address: 1224-100 Harrison Garden Blvd.
416-895-6408 Armita_alael@yahoo.com
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: 39331

DWELLING: Model ID: 3780 Model Name: Rhapsody
Elevation: B Lot/Unit: 53 Block/Bldg: _____ Phase: II

Plan # _____ Community: Symphony Municipality: Richmond Hill
Municipal Address: 96 Puccini Dr

PURCHASE PRICE: One million & sixty Dollars
(\$ 1,060,000) Royal Le Page Your community Broker, In Trust

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	<u>40,000</u>	DUE DATE	<u>Feb/8/2013</u>
2nd DEPOSIT	AMOUNT		DUE DATE	
3rd DEPOSIT	AMOUNT		DUE DATE	

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: 28 day of Feb, 2013
(subject to the extension provisions of this Agreement)

SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase 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 facsimile and such facsimile 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, 2013, 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.

WITNESS: [Signature] Purchaser: [Signature] Date: Feb 02 2013

WITNESS: _____ Purchaser: _____ Date: _____

ACCEPTANCE: Silver Streams Homes (Puccini) Inc. hereby accepts the Offer and its terms this

63 Possini Dr.

170

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: EDDA - BARBIERO D.O.B. (16/04/46) S.I.N. _____
 D M Y

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

Purchaser's Address: 46 - C. HANCOCK CREEK RICHMOND HILL L4B2W1
905-884-5458 647-872-6646
 Home Telephone Business Telephone Fax Mobile/Cell Email

VENDOR: SILVER STREAMS HOMES (PUCCINI) INC. 103 Naughton Drive, Richmond Hill, ON, L4C 8B3 Tel No. 905-508-7186 ONHWP Builder No: 34331

DWELLING: Model ID: 2461841 Model Name PRIMA DONNA WITH SIGNATURE
 Elevation: A Lot/Unit: 45 Block/Bldg: _____ Phase: 11

Plan # 1916/2004 Community: SIMPSON STREET Municipality: Richmond Hill

Purchase Price: SIX HUNDRED, SEVENTY EIGHT THOUSAND Dollars
(\$678,400) 2400 THOUSAND

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	<u>20,000</u>	DUE DATE	<u>26th July 2011</u>
2nd DEPOSIT	AMOUNT	<u>20,000</u>	DUE DATE	<u>26th Sept 2011</u>
3rd DEPOSIT	AMOUNT	<u>20,000</u>	DUE DATE	<u>26th Nov 2011</u>

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: 20th day of May, 2012.
 (subject to the extension provisions of this Agreement)

SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase 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 facsimile and such facsimile 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 26th day of July 2011, 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.

WITNESS: _____ Purchaser: M. Puccini Date: 9 July 2011

WITNESS: _____ Purchaser: _____ Date: _____
ACCEPTANCE: Silver Streams Homes (Puccini) Inc. hereby accepts the Offer and its terms this 9th day of July, 2011.
 PER: [Signature] Silver Streams Homes (Puccini) Inc.
 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
 Standard APS.180609

Purchaser's Solicitor:

 Tel: _____ Fax: _____
 E-mail: _____

62 Rosini Drive

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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: ALEXI R LEBEDEV D.O.B. (19/10/1961) S.I.N. _____
D M Y

Purchaser: _____ D.O.B. () S.I.N. _____
D M Y

Purchaser's Address: 62 - LONGWOOD AVE, RICHMOND HILL, ONT, L4E 4A5
905-774-6561 647-885-6561
Home Telephone Business Telephone Fax Mobile/Cell Email

VENDOR: SILVER STREAMS HOMES (PUCCINI) INC. 103 Naughton Drive, Richmond Hill, ON, L4C 8B3 Tel No. 905-508-7186 ONHWP Builder No: 34331
DWELLING: Model ID: 2,591 S/H Model Name: MOZART (with Sine Enticement) Phase: 11
Elevation: A Lot/Unit: 56 Block/Blkg: _____
Plan # 191R 98004 Community: Symphony Series Municipality: Richmond Hill
Municipal Address: _____
PURCHASE PRICE: Six hundred and sixty thousand - Dollars
(\$ 660,000)

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	<u>10,000 \$</u>	DUE DATE	<u>16th June 2011</u>
2nd DEPOSIT	AMOUNT	<u>20,000 \$</u>	DUE DATE	<u>30th July 2011</u>
3rd DEPOSIT	AMOUNT	<u>10,000 \$</u>	DUE DATE	<u>27th Aug 2011</u>

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: 15th day of April, 2012

(subject to the extension provisions of this Agreement)

SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase 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 facsimile and such facsimile 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 16th day of June, 2011, 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.

WITNESS: _____ Purchaser: [Signature] Date: June 11/2011

WITNESS: _____ Purchaser: _____ Date: _____
ACCEPTANCE: Silver Streams Homes (Puccini) Inc. hereby accepts the Offer and its terms this 11th day of June, 2011. Silver Streams Homes (Puccini) Inc.
PER: [Signature] Authorized Signing Officer

Vendor's Solicitor:
Jack Greenberg
181 Eglinton Avenue East, Suite 204
Toronto, Ontario, M4P 1J4
Tel: 416 485-8833 Fax: 416-485-3246
jackgreenberg@greenberglawyers.ca
Standard APS.180609

Purchaser's Solicitor:

Tel: _____ Fax: _____
E-mail: _____

AL

64 Rossini Dr.

172

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 on 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: JAMSHID HEIDARPOUR D.O.B. (05/05/1985) S.I.N. _____
 Purchaser: _____ D.O.B. (/ /) S.I.N. _____
 Purchaser's Address: 107-399 SOUTH PARK RD, THORNHILL ON L3T 7W6
 Home Telephone _____ Business Telephone _____ Fax _____ Mobile/Cell 416-825-2713 Email: JHEIDARPOUR@

VENDOR: SILVER STREAMS HOMES (PUCCINI) INC. 103 Naughton Drive, Richmond Hill, ON, L4C 8B3
 LAC 8B3 Plan No. 905-S-8-7186 ONRWP Builder No. 24231
 DWELLING: Model ID: 240544 Model Name: MAESTRO
 Elevation: South Face Lot/Unit: 55 Block/Bldg: _____ Phase: 2
 Plan # _____ Municipality: Richmond Hill
 Municipal Address: _____
 PURCHASE PRICE: SIX HUNDRED & SEVENTY THOUSAND Dollars
 (\$ 615,000 + 9,963 UPON FIVE (5) (line 887))
 DEPOSITS: The Purchaser agrees to tender on execution of this Agreement the following deposits by way of post-dated cheques made payable to the Vendor in the amounts and on the dates set out below, which deposits shall be held pending completion or other termination of this Agreement and shall be credited on account of the Purchase Price on the Closing Date:
 New Sale Price: 624,963 \$ 28th Apr 2011

1st DEPOSIT	AMOUNT	<u>20,000</u>	DUE DATE	<u>28th APRIL 2011</u>
2nd DEPOSIT	AMOUNT	<u>10,000 \$</u>	DUE DATE	<u>15th JULY 2011</u>
3rd DEPOSIT	AMOUNT	<u>10,000 \$</u>	DUE DATE	<u>15th AUG - 2011</u>

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: _____ day of APRIL, 2011
 (subject to the extension provisions of this Agreement)
 SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase 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 facsimile and such facsimile 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 28th day of APRIL, 2011, 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.

WITNESS:

Purchaser:

Date

WITNESS:

Purchaser:

Date

ACCEPTANCE: Silver Streams Homes (Puccini) Inc. hereby accepts the Offer and its terms this
28th day of APRIL, 2011. Silver Streams Homes (Puccini) Inc.
 PER: [Signature]
 Authorized Signing Officer

Vendor's Solicitor:

Jack Greenberg
 181 Eglinton Avenue East, Suite 204
 Toronto, Ontario, M4P 1J4
 Tel: 416 485-8833 Fax: 416 485-3246
 jackgreenberg@greenbergjlawyers.ca
 Standard APS 180609

Purchaser's Solicitor:

Tel: _____ Fax: _____
 E-mail: _____

**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: IBRAHIM EL-HAJJ D.O.B. 26/06/1968 S.I.N. _____
 Purchaser: OLENA HAVKY SCHUK D.O.B. 16/10/1973 S.I.N. _____
 Purchaser's Address: 6 MANSARD DR, Richmond Hill, ONT L4E 0L8
925-916-7479 Home Telephone 416-786-7479 Business Telephone 151-999-7479 Fax _____
 Mobile/Cell _____ Email 151-999-7479@yahoo.ca

VENDOR: SILVER STREAMS HOMES (PUCCINI) INC. 103 Naughton Drive, Richmond Hill, ON, L4C 8B3 Tel No. 905-508-7186 ONHWP Builder No: 34331

DWELLING: Model ID: 2340 Model Name: THE MAESTRO
 Elevation: A Lot/Unit: 54 Block/Bldg: _____ Phase: II
 Plan # 191098004 Community: SYMPHONY Municipality: Richmond Hill

Municipal Address: _____
PURCHASE PRICE: \$55,900 (Purchase Price) Dollars
 (\$ 55,900)
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	<u>20,000</u>	DUE DATE	<u>23rd Aug 2010</u>
2nd DEPOSIT	AMOUNT	<u>10,000</u>	DUE DATE	<u>23rd Sept 2010</u>
3rd DEPOSIT	AMOUNT	<u>5,000</u>	DUE DATE	<u>23rd Nov 2010</u>

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: 23rd day of April 2012 (subject to the extension provisions of this Agreement) I.E., O.H.
SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase and Sale: Sep 2011
A, B, C, D, E, F, G : (Add or delete as required) Today's date April 09, 2011 I.E.O.

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 facsimile and such facsimile 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: 4:pm 11:59 P.M. on the 23rd day of August, 2009 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.

WITNESS: _____

Purchaser: _____

Date Aug 15, 2010

WITNESS: _____

Purchaser: _____

Date _____

ACCEPTANCE: Silver Streams Homes (Puccini) Inc. hereby accepts the Offer and its terms this _____ day of _____, 2009.

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@greenbergglawyers.ca
 Standard APS.180609

Purchaser's Solicitor:

 Tel: _____ Fax: _____
 E-mail: _____

I.E. O.H.

bb Rossini Drive

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SILVER STREAMS HOMES (PHOCINI) 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: NEELAT. A. Rameen D.O.B. (30/09/53) S.I.N. _____
 Purchaser: ZARCO. Rameen D.O.B. (1/1/1) S.I.N. _____
 Purchaser's Address: 15 JONATHAN DR. RICHMOND HILL, ONT.
416 873-7400
 Home Telephone Business Telephone Fax Mobile/Cell Email

VENDOR: SILVER STREAMS HOMES (PHOCINI) INC. 103 Naughton Drive, Richmond Hill, ON, L4C 8B3 Tel No. 905-506-3400 Bldg No. 24331
 DWELLING: Model ID: SEP 2447 SVH Model Name: SEP 2447 WITH W.O. 3 Phase: 1
 Elevation: A Lot/Land: 69 Block/Bldg: _____
 Plan # 197C 0001 Community: SEVEN TWO INDUSTRY Municipality: Richmond Hill
 Municipal Address: 15 JONATHAN DR. RICHMOND HILL, ONT.
 PURCHASE PRICE: 310,000 + 31,426 = 341,426 Dollars
 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: 27,000 + 3,288 + 3,128 = 33,416 (inc. HST)

1st DEPOSIT	AMOUNT	<u>20,000</u>	DUE DATE	<u>4th JULY 2011</u>
2nd DEPOSIT	AMOUNT	<u>20,000</u>	DUE DATE	<u>4th NOV 2011</u>
3rd DEPOSIT	AMOUNT	<u>20,000</u>	DUE DATE	

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: _____ day of April, 2012

(subject to the extension provisions of this Agreement)

SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase 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 facsimile and such facsimile 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 4th day of July, 2011, 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.

WITNESS: _____ Purchaser: _____ Date: Jun 30/2011
 WITNESS: _____ Purchaser: _____ Date: _____
 ACCEPTANCE: Silver Streams Homes (Phocini) Inc. hereby accepts the Offer and its terms this
30th day of June, 2011. Silver Streams Homes (Phocini) Inc.
 PER: _____ Authorized Signing Officer

Vendor's Solicitor:
 Jack Greenberg
 181 EGLINTON AVENUE EAST, SUITE 204
 TORONTO, ONTARIO, M4P 1J4
 Tel: 416-485-8823 Fax: 416-485-3246
 jack.greenberg@greenberglawyers.ca
 Standard APS 130609

Purchaser's Solicitor:
Scott M. Carr
416-905-9488
 Tel: _____ Fax: _____
 E-mail: _____

W.R.

61 Rossini

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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: VASYL MOSPAN D.O.B. 03/08/1980 S.I.N. _____
Purchaser: NATALIA STARSHINOVA D.O.B. 22/09/1981 S.I.N. _____
Purchaser's Address: 102 WESTOLIVA TRAIL VAUGHAN L4J 1H5-DE2
Home Telephone 647-977-1727 Business Telephone _____ Fax _____ Mobile/Cell _____ Email Vasyl@mospan.com

VENDOR: SILVER STREAMS HOMES (Puccini) Inc. 103 Naughton Drive, Richmond Hill, ON, L4C 8B3 Tel No. _____ ONHWP Builder No: 34331
DWELLING: Model ID: MOZART 2591 S.F. Model Name: MOZART (STANDARD w/ BALCONY)
Elevation: A" Balcony Lot/Unit: 47 Block/Bldg: _____ Phase: III
Plan # 1011C Community: Symphony Square
Municipal Address: _____ Municipality: Richmond Hill
PURCHASE PRICE: Seven hundred & fifty thousand dollars Dollars
(\$ 750,000)

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	<u>20,000</u>	DUE DATE	<u>DEC 2, 2012</u>
2nd DEPOSIT	AMOUNT	<u>10,000</u>	DUE DATE	<u>MARCH 2012</u>
3rd DEPOSIT	AMOUNT	<u>10,000</u>	DUE DATE	<u>APRIL 2012</u>

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: 27th day of JULY, 2012

(subject to the extension provisions of this Agreement)
SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase 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 in facsimile and such facsimile 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. OR 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 2nd day of DECEMBER, 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.

WITNESS: _____ Purchaser: [Signature] Date Nov 24, 2011

WITNESS: _____ Purchaser: _____ Date _____
ACCEPTANCE: Silver Streams Homes (Puccini) Inc. hereby accepts the Offer and its terms this 24th day of NOV, 2011.
PER: [Signature] Silver Streams Homes (Puccini) Inc.
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@greenbergglawyers.ca

Purchaser's Solicitor:

Tel: _____ Fax: _____
E-mail: _____

**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: SHITIN SISTER D.O.B. (22/04/1963) S.I.N. _____
 Purchaser: SHAHAM SHAHBAZI ZADEH D.O.B. (22/08/1958) S.I.N. _____
 Purchaser's Address: 186 BANTRY AVE. Richmond Hill, L4B 4T6
 Home Telephone: 416-400-3283 Business Telephone: _____ Fax: _____ Mobile/Cell: _____ Email: Sim Sah 1936@hotmail.com

VENDOR: SILVER STREAMS HOMES (PUCCINI INC.), 103 Naughton Drive, Richmond Hill, ON, L4C 8B3 Tel No: 905-885-1186 ONHWP Builder No: 34331
 DWELLING: Model ID: 3, 180 549 Model Name: P4APSODY
 Elevation: A Lot/Unit: 24 Block/Bldg: _____ Phase: _____
 Plan # H97K18004 Community: Simphony Series
 Municipal Address: 62 Puccini Dr Municipality: Richmond Hill

PURCHASE PRICE: Nine Hundred Sixty Two Thousand Six Hundred and Forty Dollars
(\$ 960,740 + 11,208.44 = 971,948.44)

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:
NINE HUNDRED SEVENTY TWO THOUSAND AND SEVENTY SIX.

1st DEPOSIT	AMOUNT	10,000	DUE DATE	OCT. 30, 2011
2nd DEPOSIT	AMOUNT	10,000	DUE DATE	NOV. 20, 2011
3rd DEPOSIT	AMOUNT		DUE DATE	

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: 10th day of Feb, 2012

(subject to the extension provisions of this Agreement)

SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase 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 facsimile and such facsimile 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 31 day of Oct, 2011, 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.

WITNESS: [Signature] Purchaser: [Signature] Date: OCT. 30, 11
 WITNESS: [Signature] Purchaser: [Signature] Date: OCT. 30, 11
 ACCEPTANCE: Silver Streams Homes (Puccini) Inc. hereby accepts the Offer and its terms this 31 day of OCT, 2011. Silver Streams Homes (Puccini) Inc.
 PER: [Signature] Authorized Signing Officer

Vendor's Solicitor:
 Jack Greenberg
 181 Eglinton Avenue East, Suite 204
 Toronto, Ontario, M4P 1J4
 Tel: 416-485-8833 Fax: 416-485-3246
 jackgreenberg@greenberglawyers.ca
 Standard APS-180609

Purchaser's Solicitor:

 Tel: _____ Fax: _____
 E-mail: _____

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: Gholam Reza Abbasi D.O.B. (1 / 1 /) S.I.N. _____
 Purchaser: _____ D.O.B. (1 / 1 /) S.I.N. _____
 Purchaser's Address: 32 Skywood Drive, Richmond Hill,
416 827-7174 venusema123@
 Home Telephone Business Telephone Fax Mobile/Cell Email yahoo.com

VENDOR: SILVER STREAMS HOMES (PUCCINI) INC. 103 Naughton Drive, Richmond Hill, ON,
 L4C 8B3 Tel No. 905-508-3611 ONHWP Builder No: 34331

DWELLING: Model ID: 2948664 Model Name: SOPRANO
 Elevation: A Lot/Unit: 30 Block/Bldg: _____ Phase: 111

Plan # 19T198004 Community: Symphony Series

Municipal Address: 23 ROSSINI DR Municipality: Richmond Hill

PURCHASE PRICE: SEVEN THOUSAND AND TWENTY FIVE Dollars
 (\$ 725,000)

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:

<u>5000 \$</u> with the offer so	<u>1st deposit 5000.00</u>	<u>25th Aug 2011</u>
1st DEPOSIT	AMOUNT <u>10000.00</u>	DUE DATE <u>25th Oct - 2011</u>
2nd DEPOSIT	AMOUNT <u>10000.00</u>	DUE DATE <u>24th Dec 2011</u>
3rd DEPOSIT	AMOUNT <u>10000.00</u>	DUE DATE <u>25th Feb 2011</u>

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: 14 day of July, 2012
 (subject to the extension provisions of this Agreement)

SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase 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 facsimile and such facsimile 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 24th day of July, 2010, 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.

WITNESS: _____ X _____ Date 24 July 11
 Purchaser: _____

WITNESS: _____ Purchaser: _____ Date _____
ACCEPTANCE: Silver Streams Homes (Puccini) Inc. hereby accepts the Offer and its terms this 24th day of July, 2010.
 PER: _____ Silver Streams Homes (Puccini) Inc.
 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
 Standard APS.180609

Purchaser's Solicitor:

 Tel: _____ Fax: _____
 E-mail: _____

22 ROSSINI DR

179

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: MAHNAZ KARIMI D.O.B. (6/09/1962) S.I.N. _____
D M Y

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

Purchaser's Address: 10. HEADWATER CREEK, RICHMOND HILL, ON, L4E4G1
905-773-3933 647-989-2256 mahnaz@
Home Telephone Business Telephone Fax Mobile/Cell Email@gmail.com

VENDOR: SILVER STREAMS HOMES (Puccini) Inc. 103 Naughton Drive, Richmond Hill, ON, L4C 8B3 Tel No. 905-508-3671 ONHWP Builder No: 34331
DWELLING: Model ID: 2948 SV/H Model Name: SOPHIA WITH WALKOUT BSM
Elevation: A Lot/Unit: 68 Block/Bldg: _____ Phase: 2
Plan # 6M-4249 Community: SYMPHONY - SERIES
Municipal Address: 22 ROSSINI DR Municipality: Richmond Hill
PURCHASE PRICE: SEVEN HUNDRED AND TWO AND NINE HUNDRED Dollars
(\$702,900)

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	<u>20,000 \$</u>	DUE DATE	<u>30th March 2011</u>
2nd DEPOSIT	AMOUNT	<u>20,000 \$</u>	DUE DATE	<u>15th JULY 2011</u>
3rd DEPOSIT	AMOUNT	<u>20,000 \$</u>	DUE DATE	<u>15th Oct-2011</u>

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: _____ day of APRIL, 2012 11 A.M.
(subject to the extension provisions of this Agreement)

SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase 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 facsimile and such facsimile 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 _____ day of _____, 2010, 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.

WITNESS: _____ Purchaser: Mahnaz Karimi Date: March 17/2011

WITNESS: _____ Purchaser: _____ Date: _____

ACCEPTANCE: Silver Streams Homes (Puccini) Inc. hereby accepts the Offer and its terms this 17th day of March, 2010. 2011. Silver Streams Homes (Puccini) Inc.
PER: [Signature]
Authorized Signing Officer

Vendor's Solicitor:
Jack Greenberg
181 Eglinton Avenue East, Suite 204
Toronto, Ontario, M4P 1J4
Tel: 416-485-8833 Fax: 416-485-3246
jackgreenberg@greenbergglawyers.ca
Standard APS.180609

Purchaser's Solicitor:

Tel: _____ Fax: _____
E-mail: _____

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

67 ROSSINI DR.

180

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: Esther Finklestein D.O.B. (18/10/47) S.I.N. _____

Purchaser: Cyril Finklestein D.O.B. (27/11/51) S.I.N. _____

Purchaser's Address: 125 Silver Linden Dr., Richmond Hill, ON L4B3T2
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: 34331

DWELLING: Model ID: _____ Model Name: Beethoven
Elevation: A Lot/Unit: 49 Block/Bldg: _____ Phase: _____
Plan # _____ Community: _____

Municipal Address: 67 ROSSINI DR Municipality: Richmond Hill thousand

PURCHASE PRICE: Twenty thousand Six hundred and Eighty Dollars
(\$20,000.00)

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	<u>\$20,000.00</u>	DUE DATE	<u>Feb. 8, 2012</u>
2nd DEPOSIT	AMOUNT	<u>\$ 20,000.00</u>	DUE DATE	<u>March. 31, 2012</u>
3rd DEPOSIT	AMOUNT		DUE DATE	

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: 1st day of November, 2012

(subject to the extension provisions of this Agreement)

SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase 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 facsimile and such facsimile 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 12th day of February, 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.

WITNESS: [Signature] Purchaser: [Signature] Date: Feb. 8/12
WITNESS: [Signature] Purchaser: [Signature] Date: Feb. 8/12

ACCEPTANCE: Silver Streams Homes (Puccini) Inc. hereby accepts the Offer and its terms this 9th day of Feb, 2012.
PER: [Signature] Silver Streams Homes (Puccini) Inc.

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
Standard APS.180609

Purchaser's Solicitor:

Tel: _____ Fax: _____
E-mail: _____

Lot # 1
M. Plan # 7.
86 Puccini Dr

181

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: NAWAL - ZAMIL D.O.B. 03/08/1960 S.I.N. _____

Purchaser: ANAKIAS - A. TSAOUSOGLOU D.O.B. 25/03/1955 S.I.N. _____

Purchaser's Address: 62 ALLAN ST, RICHMOND HILL, ONT, L4S 2T2
905-770-5158 - 647-6306915
Home Telephone Business Telephone Fax Mobile/Cell Email

VENDOR: SILVER STREAMS HOMES (PUCCINI) INC. 103 Naughton Drive, Richmond Hill, ON, L4C 8B3 Tel No. 905-505-7186 ONHWP Builder No: 34331

DWELLING: Model ID: 3925 Model Name: SERENADA
Elevation: A Lot/Unit: 1 Block/Bldg: _____ Phase: 1

Plan # 19TR98004 Community: SYMPHONY - SECT 8

Municipal Address: 86 PUCCINI DR Municipality: Richmond Hill

PURCHASE PRICE: EIGHT HUNDRED & FORTY THOUSAND Dollars
(\$ 848,000)

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	<u>20,000</u>	DUE DATE	<u>23rd SEPT 2010</u>
2nd DEPOSIT	AMOUNT	<u>20,000</u>	DUE DATE	<u>29th OCT 2010</u>
3rd DEPOSIT	AMOUNT	<u>20,000</u>	DUE DATE	<u>14th JAN 2011</u>
		<u>20,000</u>		<u>24th March 2011</u>

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: 26th day of AUGUST, 2011.

(subject to the extension provisions of this Agreement)

SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase 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 facsimile and such facsimile 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 23rd day of SEPT, 2010, 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.

WITNESS: _____ Purchaser: [Signature] Date: Sept 18/2010
WITNESS: _____ Purchaser: _____ Date: Sept 18-10

ACCEPTANCE: Silver Streams Homes (Puccini) Inc. hereby accepts the Offer and its terms this _____ day of _____, 2010.

Silver Streams Homes (Puccini) Inc.
PER: [Signature]
Authorized Signing Officer

Vendor's Solicitor:
Jack Greenberg
181 Eglinton Avenue East, Suite 204
Toronto, Ontario, M4P 1J4
Tel: 416-485-8833 Fax: 416-485-3246
jackgreenberg@greenberglawyers.ca
Standard APS. 180609

Purchaser's Solicitor:

Tel: _____ Fax: _____
E-mail: _____

N. Z. AT

M. Puccini Lot #16
55 - Rossini Dr.
Plan # BSM - 41249

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: Babak Amini D.O.B. 06/04/1970 S.I.N. _____
Purchaser: _____ D.O.B. (/ /) S.I.N. _____
Purchaser's Address: 46 - BURGUNDY TRAIL, THORN HILL, ONT
Home Telephone _____ Business Telephone _____ Fax _____ Mobile/Cell _____ Email _____

VENDOR: SILVER STREAMS HOMES (PUCCINI) INC. 103 Naughton Drive, Richmond Hill, ON, L4C 8B3 Tel No. 905-508-7186 ONHWP Builder No: 31531
DWELLING: Model ID: 2888 Unit: 44 Block/Bldg: _____ Phase: 11
Elevation: A Lot/Unit: 44 Community: Symphony Municipality: Richmond Hill
Plan # BSM-41249 Community: Symphony Block/Bldg: _____ Phase: 11
Municipal Address: 55 - ROSSINI DR. Municipality: Richmond Hill
PURCHASE PRICE: SEVEN HUNDRED AND TWENTY FIVE THOUSAND DOLLARS
(\$725,000 + 34,964.96 = 759,964.96)

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.

All deposits from Lot # 37, transferred to Lot # 44.

1st DEPOSIT	AMOUNT	DUE DATE
2nd DEPOSIT	AMOUNT	DUE DATE
3rd DEPOSIT	AMOUNT	DUE DATE

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: 30th day of Feb March, 2012
(subject to the extension provisions of this Agreement)

SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase 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 facsimile and such facsimile 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 _____ day of _____, 2010, 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.

WITNESS: _____ x Babak Amini 20th Aug 2011
Purchaser: _____ Date _____

WITNESS: _____
Purchaser: _____ Date _____
ACCEPTANCE: Silver Streams Homes (Puccini) Inc. hereby accepts the Offer and its terms this 20th day of Aug, 2010. 2011.
PER: [Signature] Silver Streams Homes (Puccini) Inc.
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
Standard APS.180609

Purchaser's Solicitor:

Tel: _____ Fax: _____
E-mail: _____

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

57 ROSSINI DR

183

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: SAZ HAK. ABBAS D.O.B. 04/11/1980 S.I.N. _____
D M Y

Purchaser: _____ D.O.B. (____/____/____) S.I.N. _____
D M Y

Purchaser's Address: 9. BOBCAT ST, BRAMPTON, ONT, L6R-1C9.

Home Telephone _____ Business Telephone _____ Fax _____ Mobile/Cell _____ Email _____

VENDOR: SILVER STREAMS HOMES (PUCCINI) INC. 103 Naughton Drive, Richmond Hill, ON, L4C 8B3 Tel No. 905-508-7186 ONHWP Builder No: 34231

DWELLING: Model ID: 2591 SP4 Model Name: MOZART (WITH SIDE ENTRY) TO BSM

Elevation: A Lot/Unit: 45 Block/Bldg: _____ Phase: III

Plan # 19TR98004 Community: SYMPHONY SERIES Municipality: Richmond Hill

Municipal Address: 57 ROSSINI DR Municipality: Richmond Hill

PURCHASE PRICE: Six thousand AND 500 THOUSAND - Dollars
(\$660,000)

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	<u>20,000 \$</u>	DUE DATE	<u>45 JUL 2011</u>
2nd DEPOSIT	AMOUNT	<u>10,000 \$</u>	DUE DATE	<u>45 Sept 2011</u>
3rd DEPOSIT	AMOUNT	<u>10,000 \$</u>	DUE DATE	<u>45 Nov 2011</u>
		<u>10,000</u>		<u>45 Jan 2012</u>

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: _____ day of MAY, 2012

(subject to the extension provisions of this Agreement)

SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase 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 facsimile and such facsimile 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 30th day of June, 2009, 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.

WITNESS: _____ Purchaser: [Signature] Date: JUNE 30/11

WITNESS: _____ Purchaser: _____ Date: _____

ACCEPTANCE: Silver Streams Homes (Puccini) Inc. hereby accepts the Offer and its terms this 30th day of JUNE, 2009.

Silver Streams Homes (Puccini) Inc.
PER: [Signature]
Authorized Signing Officer

Vendor's Solicitor:
Jack Greenberg
181 Eglinton Avenue East, Suite 204
Toronto, Ontario, M4P 1J4
Tel: 416-485-8833 Fax: 416-485-3246
jackgreenberg@greenberglawyers.ca
Standard APS.180609

Purchaser's Solicitor:

Tel: _____ Fax: _____
E-mail: _____

azhakabbas@gmail.com

Lot: 27 Plan: 19TR98004
Model: 4,286 RENAISSANCE
Elevation: A
56 Puccini Dr

184

**SILVER STREAMS HOMES
AGREEMENT OF PURCHASE AND SALE**

The undersigned purchaser(s) (the "Purchaser") hereby agrees to and with the undersigned vendor (the "Vendor") to purchase the property (the "Real Property") described below, and shown on the attached plan, which shall include the house to be constructed thereon (the "Dwelling") together with the features and in this Agreement, on the following terms:

ASER: MAHARAJA SUPRAT . ALI Date of Birth: 26 JULY 1967 S.I.N. 535-355-168
ASER: SHAHBAZ - ALI Date of Birth: 15 JULY 67 S.I.N. 535-355-135

er's Address: 222, VALEY WAY DRIVE, BRAMPTON ONT, L6X 0N9.
230-9311 647 654-4584
Telephone Business Telephone Fax Mobile/Cell Email

R: SILVER STREAMS HOMES - SYMPHONY SERIES
103 Naughton Drive, Richmond Hill, ON L4C 8B3 Tel. No. ONHWP Builder No.: 34331

ING: Model ID: 4,286 SAH Model Name: THE RENAISSANCE Elevation: A

PROPERTY: 27 Block/Bldg: 1 Phase: 1 Plan # 19TR98004 Community: Symphony Series

Address: 56. Puccini Drive Municipality: Richmond Hill

BASE PRICE: NINE HUNDRED & FORTY THOUSAND / DOLLARS (\$ 940,000 / 2)

ITS: 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 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 it of the Purchase Price on the Closing Date: LOT # 24 DEPOSIT & 27 WILL BE RELEASED AS PURCHASER WITH 24

1 ST DEPOSIT	AMOUNT	<u>20,000</u>	DUE DATE	
2 ND DEPOSIT	AMOUNT	<u>20,000</u>	DUE DATE	
3 RD DEPOSIT	AMOUNT		DUE DATE	

LOT # 24 WAS RELEASED, THEREFORE TOTAL DEPOSIT OF LOT # 27 IS 100,000\$

Balance of the Purchase Price (subject to adjustments) is payable to the Vendor on the Closing Date by certified cheque or bank draft.

ING DATE: MARCH 2010 - JULY 2011 (Subject to the extension provisions of this Agreement).

DULES: The attached Schedules (as noted) form part of this Agreement of Purchase and Sale.

2, D, E, F, G. (NOTE: To be added or deleted as required)

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

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

Offer shall be Irrevocable by the Purchaser until 11:59 p.m. on the 11 day of MARCH, 2008 after which time, if not accepted, Offer shall become null and void. If accepted, this Offer shall constitute a binding Agreement of Purchase and Sale.

WITNESS WHEREOF the Purchaser has set his/her hand and seal in the presence of:

Purchaser: [Signature] Date: 11-03-2008

Purchaser: _____ Date: _____

ACCEPTANCE:

The undersigned hereby accepts the Offer and its terms.

Accepted this _____ day of _____, 200____ Vendor (Authorized Signing Officer)

Per: [Signature]

Purchaser's Solicitor:

SILVER STREAMS HOMES AGREEMENT OF PURCHASE AND SALE

Lot 63 Plan Phase 1
(191293004)
M. Plan # 3185
46. Rossin - DC

The undersigned purchaser(s) (the "Purchaser") hereby agrees to and with the undersigned vendor (the "Vendor") to purchase the property (the "Property") described below, and shown on the attached plan, which shall include the house to be constructed thereon (the "Dwelling") together with the described in this Agreement, on the following terms:

PURCHASER: SIVAKATHA UTHAYAKUMARAN Date of Birth: 24/07/65 S.I.N. _____
PURCHASER: EPANESWARY UTHAYAKUMARAN Date of Birth: _____ S.I.N. _____
Purchaser's Address: 145 SHEPARD WAY TORONTO ON M4V5N7
416-754-0669 416-754-6600 416-754-2306 647-294600
Home Telephone Business Telephone Fax Mobile/Cell Email
VENDOR: SILVER STREAMS HOMES - SYMPHONY SEIKER DEV INC
103 Naughton Drive, Richmond Hill, ON L4C 8B3 Tel. No. _____ ONHWP Builder No.: 34331
DWELLING: Model ID: 2948 SHH Model Name: Soprano Elevation: B

REAL PROPERTY:

Lot/Unit: 63 Block/Bldg: A34 Phase: 1 Plan # PIC 90004 Community: Symphony Se
Municipal Address: Amended - SEVEN HUNDRED, FOUR THOUSAND, NINE Municipality: Richmond I
PURCHASE PRICE: Six Hundred, Ninety Four Thousand DOLLARS (\$ 694,900)

DEPOSITS: The Purchaser agrees to tender on execution of this Agreement the following deposits by way of post-dated cheques made payable to the account of the Purchase Price on the Closing Date:

1 st DEPOSIT	AMOUNT	<u>20,000</u>	DUE DATE	<u>5th April 08</u>
2 nd DEPOSIT	AMOUNT	<u>20,000</u>	DUE DATE	<u>5th May 08</u>
3 rd DEPOSIT	AMOUNT	<u>20,000</u>	DUE DATE	<u>15th July 08</u>

The Balance of the Purchase Price (subject to adjustments) is payable to the Vendor on the Closing Date by certified cheque or bank draft.

CLOSING DATE: May 09 16th Feb 2012 subject to the extension provisions of this Agreement

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

A, B, C, D, E, F, G. [NOTE: To be added or deleted as required]

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

UNLESS OTHERWISE SPECIFIED IN THIS 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 11:59 p.m. on the _____ day of _____, 200____, 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.

IN WITNESS WHEREOF the Purchaser has set his/her hand and seal in the presence of:

Witness: _____ Purchaser: J. Uthayakumaran Date: Mar 20/2008

Witness: _____ Purchaser: _____ Date: _____

ACCEPTANCE:

The undersigned hereby accepts the Offer and its terms.

Accepted this 21st day of March, 2008 Vendor (Authorized Signing Officer)
Per: [Signature]

Vendor's Solicitor:

Connie Freitas
Macdonald Sager Manis LLP
150 York Street, Suite 800
Toronto, ON M5H 3S5
Tel: (416) 364-1553
Fax: (416) 364-1453

Purchaser's Solicitor:

TEL: _____
FAX: _____

888 Puccini Dr
186

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 on 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: Yang, Cai, Feng D.O.B. ⁰⁵~~(1980)~~ 03/10/70 S.I.N. _____
D M Y
Purchaser: Chen, QI, SI D.O.B. 07/12/1964 S.I.N. _____
D M Y
Purchaser's Address: 108 ELSON ST, Markham, ON, L3S 3E4
Home Telephone _____ Business Telephone _____ Fax _____ Mobile/Cell 416-893-6218 Email _____

VENDOR: SILVER STREAMS HOMES (Puccini) INC. 103 Naughton Drive, Richmond Hill, ON, L4C 8B3 Tel No. 905-508-7186 ONHWP Builder No: 34331
DWELLING: Model ID: 4158 SF Model Name: Serenade with Tandem Garage
Elevation: A Lot/Unit: 39 Block/Bldg: _____ Phase: III
Plan # 191R98004 Community: Symphony Series
Municipal Address: 88 Puccini Drive Municipality: Richmond Hill
PURCHASE PRICE: _____ Dollars
(\$ 970,000)

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: 20,000 with offer Sep 11/2011

1st DEPOSIT	AMOUNT	<u>20,000</u>	DUE DATE	<u>NOV 11 2011</u>
2nd DEPOSIT	AMOUNT	<u>20,000</u>	DUE DATE	<u>Dec 5, 2011</u>
3rd DEPOSIT	AMOUNT	<u>20,000</u>	DUE DATE	<u>Jan 5, 2012</u>

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: 28th day of March, 2012
(subject to the extension provisions of this Agreement)

SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase 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 facsimile and such facsimile 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 21st day of Sep, 2011, 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.

X YANG CAI FENG
Purchaser

SEP-01-11
Date

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: NANAANI - BLODIE D.O.B. (02/10/59) S.I.N. 490719879

Purchaser: RAVINDEAN S. BLODIE D.O.B. (26/11/1986) S.I.N. _____

Purchaser's Address: 115 Conley St, Thornhill, Ont, L4J 2X4
905-660-0543 416-489-4900 Nana.Blodie@
 Home Telephone Business Telephone Fax Mobile/Cell Email Real.com

VENDOR: SILVER STREAMS HOMES (PUCCINI) INC. 103 Naughton Drive, Richmond Hill, ON, L4C 8B3 Tel No. 905 508 7186 ONHWP Builder No: 34331

DWELLING: Model ID: 2.461 Syft Model Name: PRIMA DONA
 Elevation: A Lot/Unit: 35 Block/Bldg: _____ Phase: 11

Plan # 19TK98004 Community: Symphony Series
 Municipal Address: 49 ROSSINI DR Municipality: Richmond Hill

PURCHASE PRICE: SIX HUNDRED AND FIFTY THOUSAND Dollars
 (\$ 650,000)

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	<u>20,000</u>	DUE DATE	<u>15th May 2010</u>
2nd DEPOSIT	AMOUNT	<u>10,000</u>	DUE DATE	<u>15th July 2010</u>
3rd DEPOSIT	AMOUNT	<u>10,000</u>	DUE DATE	<u>15th Aug 2010</u>

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: 15th day of Dec, 2010

(subject to the extension provisions of this Agreement)

SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase 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 facsimile and such facsimile 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 15th day of May, 2010, 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.

WITNESS:

Purchaser:

Date

SILVER STREAMS HOMES (PUCCINI) INC.

AGREEMENT OF PURCHASE AND SALE

6 million 188

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: RAJAN, AMAN D.O.B. (04/07/1964) S.I.N. _____
D M Y

Purchaser: _____ D.O.B. () S.I.N. _____
D M Y

Purchaser's Address: 47 PRIMONT Dr. Richmond Hill, ON L4S 2S1
416-804-7266 *416-888-8038
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: _____

DWELLING: Model ID: Beethoven 2201 Model Name: Beethoven
Elevation: A Lot/Unit: 42 Block/Bldg: _____ Phase: _____

Plan # _____ Community: Symphony
Municipal Address: 6 million St. Municipality: Richmond Hill

PURCHASE PRICE: _____ Dollars

(\$ 670,000)

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	<u>\$30,000</u>	DUE DATE	<u>Feb 16/2012</u>
2nd DEPOSIT	AMOUNT		DUE DATE	
3rd DEPOSIT	AMOUNT		DUE DATE	

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: 21 day of March, 2012

(subject to the extension provisions of this Agreement)

SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase 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 facsimile and such facsimile 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 16 day of Feb, 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.

WITNESS:

Purchaser:

Date

Date

53 ROSSINI DR
189

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: JAMAL EDIN, PARVIN D.O.B. (14/07/1954) S.I.N. _____
D M Y

Purchaser: DARUGHIZILAE, GOUDARZ D.O.B. 01/02/1949 S.I.N. _____
D M Y

Purchaser's Address: 10 McROBERTS PL, AURORA, L6G 6K2
905-541-8222 Home Telephone Business Telephone Fax 416-660-0830 Mobile/Cell Email Safazilae@gmail.com

VENDOR: SILVER STREAMS HOMES (PUCCINI) INC. 103 Naughton Drive, Richmond Hill, ON, L4C 8B3 Tel No. _____ ONHWP Builder No: 34.3.31

DWELLING: Model ID: melodean 3493 Model Name: melodean 3493
Elevation: A Lot/Unit: 43 Block/Bldg: _____ Phase: _____
Plan # _____ Community: Symphony

Municipal Address: 53 ROSSINI STREET Municipality: Richmond Hill

PURCHASE PRICE: Nine hundred and eighty two thousand Dollars
(\$ 982,800)

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	<u>20,000.00</u>	DUE DATE	<u>May 15, 2012</u>
2nd DEPOSIT	AMOUNT		DUE DATE	
3rd DEPOSIT	AMOUNT		DUE DATE	

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: 15th day of June, 2012
(subject to the extension provisions of this Agreement)

SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase 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 facsimile and such facsimile 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 8 day of May, 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.

WITNESS:

Purchaser: Jamal Edin

Date

May 07, 2012

May 07, 2012

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

4 MERTON ST.

190

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 on 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: PU1 Chee Peggy ^{SAM} D.O.B. (20 May 1972) S.I.N. _____

Purchaser: Patrick Chun Fai Wong D.O.B. (11 June 1971) S.I.N. _____

Purchaser's Address: 11 Walnut Grove Cr. Richmond Hill, ON L4S 1Z1

Home Telephone _____ Business Telephone _____ Fax _____ Mobile/Cell 647-973-9991 Email pcfwong2005@gmail.com

VENDOR: SILVER STREAMS HOMES (PUCCINI) INC. 103 Naughton Drive, Richmond Hill, ON, L4C 8B3 Tel No. _____ ONHWP Builder No: 39331

DWELLING: Model ID: Beethoven/2209 Model Name: Beethoven/2209

Elevation: A Lot/Unit: 41 Block/Bldg: _____ Phase: _____

Plan # _____ Community: Symphony

Municipal Address: lot 41 Puccini (4 Merton St) Municipality: Richmond Hill

PURCHASE PRICE: (\$ 698,000 + \$708,170 + 3,277 = 711,447 (inc HST) Dollars

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: +1,130 = 712,577 inc HST

1st DEPOSIT	AMOUNT	<u>\$40,000</u>	DUE DATE	<u>April 13/2012</u>
2nd DEPOSIT	AMOUNT		DUE DATE	
3rd DEPOSIT	AMOUNT		DUE DATE	

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: 26 day of April, 2012
(subject to the extension provisions of this Agreement)

SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase 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 facsimile and such facsimile 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 29 day of March 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.

WITNESS: [Signature] Purchaser: [Signature] Date: 29 MAR 2012
[Signature] [Signature] 29 MAR 2012

SILVER STREAMS HOMES AGREEMENT OF PURCHASE AND SALE

Lot: 51 Plan: 19TR98004
Model: 2,275 LIBERACE
Elevation: 'A' 191
M. Plan # 21
71-ROSSINI-DR

The undersigned purchaser(s) (the "Purchaser") hereby agrees to and with the undersigned vendor (the "Vendor") to purchase the property (the "Real Property") described below, and shown on the attached plan, which shall include the house to be constructed thereon (the "Dwelling") together with the features described in this Agreement, on the following terms:

PURCHASER: FAIZA - NAWAZ Date of Birth: 26 Jan 1989 S.I.N. _____

PURCHASER: MUHAMMAD - AZIB Date of Birth: 28 Sept 1981 S.I.N. _____

Purchaser's Address: 222 Valley Way Dr, Brampton, Ont, L6X 0N9

Home Telephone: 647-351-4258 Business Telephone: _____ Fax: _____ Mobile/Cell: 647-891-1458 Email: _____

VENDOR: Silver Streams Homes / SYMPHONY SERIES

103 Naughton Drive, Richmond Hill, ON L4C 8B3 Tel. No. _____ ONHWP Builder No.: 34331

DWELLING: Model ID: 2,275 8yfl Model Name: LIBERACE Elevation: 'A'

REAL PROPERTY:

Lot/Unit: 51 Block/Bldg: _____ Phase: 1 Plan # 19TR98004 Community: Symphony Series

Municipal Address: 71 ROSSINI DR NINETY RD Municipality: Richmond Hill

PURCHASE PRICE: FIVE HUNDRED & SEVENTY THOUSAND DOLLARS (\$ 560,000 590,000)

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:

1 ST DEPOSIT	AMOUNT	<u>20,000 \$</u>	DUE DATE	<u>11th MARCH 2008</u>
2 ND DEPOSIT	AMOUNT	<u>20,000 \$</u>	DUE DATE	<u>11th June 2008</u>
3 RD DEPOSIT	AMOUNT	<u>20,000 \$</u>	DUE DATE	<u>11th Aug 2008</u>

The Balance of the Purchase Price (subject to adjustments) is payable to the Vendor on the Closing Date by certified cheque or bank draft.

CLOSING DATE: March 2010 JULY 2011 (subject to the extension provisions of this Agreement).

SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase and Sale: NEW CLOSING DATE IS 25th OCT-2011

A, B, C, D, E, F, G. (NOTE: To be added or deleted as required)

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

UNLESS OTHERWISE SPECIFIED IN THIS 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 11:59 p.m. on the 11th day of March, 2008 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.

IN WITNESS WHEREOF the Purchaser has set his/her hand and seal in the presence of:

Witness: _____ Purchaser: FAIZA Date: 11-03-2008

Witness: _____ Purchaser: Muhammad Date: _____

ACCEPTANCE:

The undersigned hereby accepts the Offer and its terms.

Accepted this 11th day of March, 2008 Vendor (Authorized Signing Officer)

Per: [Signature]

Purchaser's Signature

54 - ROSSINI
DR -

192

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: DANESH MOSSEINI, BIBI, TAHER D.O.B. 07/09/1965 S.I.N. _____

Purchaser: SHADAB, SHAHRDAD D.O.B. 11/1/1968 S.I.N. _____

Purchaser's Address: 216 KARL ROSE TR, New market, ON, L3X 3J3
905-508-2327

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: 31334

DWELLING: Model ID: melodeen 3493 Model Name: melodeen
Elevation: A Lot/Unit: 60 Block/Bldg: _____ Phase: III

Plan # _____ Community: Symphony

Municipal Address: 54 meadow Dr. Municipality: Richmond Hill

PURCHASE PRICE: _____ Dollars

(\$ 898,000 -) 900,000 /

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: 30,000

1st DEPOSIT	AMOUNT	<u>\$25,000</u>	DUE DATE	<u>Jan 30/2012</u>
2nd DEPOSIT	AMOUNT		DUE DATE	
3rd DEPOSIT	AMOUNT		DUE DATE	

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 April, 2012
(subject to the extension provisions of this Agreement)

SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase 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 facsimile and such facsimile 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 30 day of Jan, 2012 after which time, if not accepted, this Offer shall become null and void. If accepted, this Offer shall constitute a binding Agreement of Purchase and Sale.

WITNESS: _____ Purchaser: T. Danesh Mosseini Date: Jan. 29/12
WITNESS: _____ Purchaser: [Signature] Date: Jan 29th, 2012

Lot: 62 Plan: 19TR (9800
Model: 2948 S/H - SOPRA
Elevation: A
M. Plan # 2 193
48 ROSSINI DR.

**SILVER STREAMS HOMES
AGREEMENT OF PURCHASE AND SALE**

The undersigned purchaser(s) (the "Purchaser") hereby agrees to and with the undersigned vendor (the "Vendor") to purchase the property (the "Real Property") described below, and shown on the attached plan, which shall include the house to be constructed thereon (the "Dwelling") together with the features described in this Agreement, on the following terms:

PURCHASER: ROSHAN - JAMAL Date of Birth: _____ S.I.N. _____

PURCHASER: _____ Date of Birth: _____ S.I.N. _____

Purchaser's Address: 22 FALING BROOKE COURT, THORN HILL, ONT, L3T 7A1
905-771-1393

Home Telephone _____ Business Telephone _____ Fax _____ Mobile/Cell _____ Email _____

VENDOR: SYMPHONY SERIES DEV INC.
103 Naughton Drive, Richmond Hill, ON L4C 8B3 Tel. No. _____ ONHWP Builder No.: 34331

DWELLING: Model ID: 2948 S/H Model Name: SOPRANO Elevation: A

REAL PROPERTY:

Lot/Unit: 62 Block/Bldg: _____ Phase: 1 Plan # _____ Community: Symphony Series

Municipal Address: 48 ROSSINI DR Municipality: Richmond Hill

PURCHASE PRICE: Six hundred, Eighty-two thousand Nine Hundred DOLLARS (\$ 682,900 \$)

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:

1 ST DEPOSIT	AMOUNT	<u>20,000 \$</u>	DUE DATE	<u>19th July 08</u>
2 ND DEPOSIT	AMOUNT	<u>20,000 \$</u>	DUE DATE	<u>19th Aug 08</u>
3 RD DEPOSIT	AMOUNT	<u>20,000 \$</u>	DUE DATE	<u>19th Sept - 08</u>

The Balance of the Purchase Price (subject to adjustments) is payable to the Vendor on the Closing Date by certified cheque or bank draft.

CLOSING DATE: Feb 2010 - 15th April 2011 (subject to the extension provisions of this Agreement)

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

A, B, C, D, E, F, G. [NOTE: To be added or deleted as required]

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

UNLESS OTHERWISE SPECIFIED IN THIS 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 11:59 p.m. on the _____ day of _____, 200__, 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.

IN WITNESS WHEREOF the Purchaser has set his/her hand and seal in the presence of:

Witness: _____ Purchaser: Roshan Jamal Date: July 19, 2008

Witness: _____ Purchaser: _____ Date: _____

ACCEPTANCE:

The undersigned hereby accepts the Offer and its terms.

Accepted this 19th day of JULY, 2008 Vendor (Authorized Signing Officer)

Per: [Signature]

Purchaser's Solicitor

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: IVAN - LAGAEV

D.O.B. 08/10/1974 S.I.N. Plan #

Purchaser: JANA - LAGAEV

D.O.B. 02/02/1976 S.I.N. 65M-4249

Purchaser's Address: 30 WHITE FAULT Rd, MAPLE ON, L6A 2K1

Home Telephone 905-417-4424

Business Telephone

Fax

Mobile/Cell 647-283-2284

Email ilaghayev@hotmail.com

VENDOR: SILVER STREAMS HOMES (PUCCINI) INC. 103 Naughton Drive, Richmond Hill, ON, L4C 8B3 Tel No. 905 508 3671 ONHWP Builder No: 34331

DWELLING: Model ID: 2,591 Model Name: MOZART

Elevation: A Lot/Unit: 59 Block/Bldg: - Phase: 1

Plan # MIR98004 Community: SYMPHONY SQUARE

Municipal Address: 56 ROSSINI DR Municipality: Richmond Hill

PURCHASE PRICE: Six thousand & fifty thousand only Dollars \$60,243.00

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	<u>20,000</u>	DUE DATE	<u>23rd Feb 2010</u>
2nd DEPOSIT	AMOUNT	<u>10,000</u>	DUE DATE	<u>23rd March 2010</u>
3rd DEPOSIT	AMOUNT	<u>10,000</u>	DUE DATE	<u>23rd April 2010</u>

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: 20th day of September, 2010

(subject to the extension provisions of this Agreement)

SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase 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 facsimile and such facsimile 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 22nd day of Feb, 2010, 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.

WITNESS:

Purchaser:

Date

Feb 21, 2010

Date

2 MERTON ST.
195

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: SUNDUS, YOUSIF D.O.B. (21/06/1969) S.I.N. _____
Purchaser: FALAH - YOUSIF D.O.B. (24/01/1969) S.I.N. _____
Purchaser's Address: 64 - PETTICOTT - RD, MAPLE, ONT, L6A 0A9 905-553-2881 SUNDUS Y 1969 @
Home Telephone _____ Business Telephone _____ Fax _____ Mobile/Cell _____ Email H91-mail.com

VENDOR: SILVER STREAMS HOMES (PUCCINI) INC. 103 Naughton Drive, Richmond Hill, ON, L4C 8B3 Tel No. 905-508-7186 ONHWP Builder No: 34331

DWELLING: Model ID: 2,209 Model Name: BEETHOVEN
Elevation: A Lot/Unit: 40 Block/Bldg: _____ Phase: 11
Plan # 65M.4249 Community: SYMPHONY - 12 SENIOR
Municipal Address: 2 - MERTON - ST Municipality: Richmond Hill

PURCHASE PRICE: 700,000 SEVEN HUNDRED THOUSAND Dollars
(\$ 700,000 - \$)

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	<u>40,000 \$</u>	DUE DATE	<u>14th May 2012</u>
2nd DEPOSIT	AMOUNT		DUE DATE	
3rd DEPOSIT	AMOUNT		DUE DATE	

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: 25th day of June, 2012 (OPTIONAL)
(subject to the extension provisions of this Agreement) TO CLOSE EARLY

SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase 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 facsimile and such facsimile 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 12th day of May, 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.

WITNESS: [Signature]

Purchaser: [Signature]

Date: 12th May 2012

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 on 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: ARMAND, MARIA D.O.B. 04/11/1961 S.I.N. _____
D M Y

Purchaser: _____ D.O.B. (____/____/____) S.I.N. _____
D M Y

Purchaser's Address: 452 ELMWOOD AVE. Richmond Hill
Golden Square

Home Telephone _____ Business Telephone _____ Fax _____ Mobile/Cell 647-886-2640 Email _____

VENDOR: SILVER STREAMS HOMES (PUCCINI) INC. 103 Naughton Drive, Richmond Hill, ON, L4C 8B3 Tel No. 905.508.7186 ONHWP Builder No: 34331

DWELLING: Model ID: Soprano w Sepen Model Name: 2888 Sep Entrance

Elevation: A Lot/Unit: 34 Block/Bldg: _____ Phase: _____

Plan # 65M-4549 Community: Symphony

Municipal Address: 47 Rossini Dr. Municipality: Richmond Hill

PURCHASE PRICE: _____ Dollars

(\$ 799,000)

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	<u>25,000</u>	DUE DATE	<u>March 23, 2012</u>
2nd DEPOSIT	AMOUNT	<u>10,000</u>	DUE DATE	<u>April 15, 2012</u>
3rd DEPOSIT	AMOUNT		DUE DATE	

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: 15th ~~day~~ day of May, 2012
(subject to the extension provisions of this Agreement)

SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase 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 facsimile and such facsimile 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 20 day of March, 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.

WITNESS:

Purchaser:

Date

19 March, 2012

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

45-ROSSINI
 DR. 197

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: MAHNAZ - KARIMI D.O.B. (6-7-69 / 1962) S.I.N. _____
 D M Y

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

Purchaser's Address: 101 - HEAD WATER CRES, Richmond Hill, ON, L4E 4G1
905-773-3933 647-989-2256 monkay.ca
 Home Telephone Business Telephone Fax Mobile/Cell Email

VENDOR: SILVER STREAMS HOMES INC., 103 Naughton Drive, Richmond Hill, ON, L4C 8B3 Tel No. 905-508-7860 ONHWP Builder No: 34331

DWELLING: Model ID: 2, 9118 Model Name: SOPRANO (with 5100 sq ft) Elevation: A Lot/Unit: 33 Block/Bldg: _____ Phase: 2

Plan # 65-M-4249 Community: SYMPHONY - Series Municipal Address: 65-M-4249 Municipality: Richmond Hill

PURCHASE PRICE: Six Hundred And Twenty Nine Thousand Six Hundred Dollars (\$ 629,600)

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	<u>20,000 \$</u>	DUE DATE	<u>21st March 2011</u>
2nd DEPOSIT	AMOUNT	<u>20,000 \$</u>	DUE DATE	<u>15th April 2011</u>
3rd DEPOSIT	AMOUNT	<u>20,000 \$</u>	DUE DATE	<u>15th June 2011</u>

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: September day of _____, 2011.

(subject to the extension provisions of this Agreement)

SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase 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 facsimile and such facsimile 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 _____ day of _____, 2010, 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.

WITNESS:

Mahnaz Karimi
 Purchaser:

March 17 / 2011
 Date

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

M Plan #10
3 Merion St. 198

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 on 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: ALBERT HUITH, CHEN
CHEN, QI, SI D.O.B. (27/12/1964) S.I.N. _____
D M Y

Purchaser: YANG, CAI, FENG D.O.B. (/ /) S.I.N. _____
D M Y

Purchaser's Address: 108 ELSON ST, MARKHAM, ONT, L3S 3E4

Home Telephone _____ Business Telephone _____ Fax _____ Mobile/Cell _____ Email _____

VENDOR: SILVER STREAMS HOMES (PUCCINI) INC. 103 Naughton Drive, Richmond Hill, ON, L4C 8B3 Tel No. 905.5087186 ONHWP Builder No: 34331

DWELLING: Model ID: 2209 Svt 1 Model Name: BeeThoven
Elevation: A Lot/Unit: 37 Block/Bldg: _____ Phase: II

Plan # 101R 98004 Community: Symphony Series
Municipal Address: 3 Merion St. Municipality: Richmond Hill

PURCHASE PRICE: Six hundred & eighty five Dollars
(\$ 650,000)

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	<u>40,000</u>	DUE DATE	<u>OCT 14, 2011</u>
2nd DEPOSIT	AMOUNT	<u>20,000</u>	DUE DATE	<u>NOV 14, 2011</u>
3rd DEPOSIT	AMOUNT	<u>20,000</u>	DUE DATE	<u>FEB 14, 2012</u>

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: 28th day of MARCH, 2012

(subject to the extension provisions of this Agreement)

SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase 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 facsimile and such facsimile 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 14 day of OCT, 2011 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.

WITNESS:

Purchaser:

Date

CHEN QI SI

11/10/2011

M. plan #19, 199

SILVER STREAMS HOMES (PUCCINI) INC. 92 Puccini Dr.
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: YURI, MOSPAN D.O.B. (05/10/1972) S.I.N. 536189368

Purchaser: LUBOV MOSPAN D.O.B. (25/01/1972) S.I.N. 536189640

Purchaser's Address: 155-DERRYWOOD DR, CONCORD, ONT, L4K 5S3
905-417-6657 416-8584400 YURI@MOSPAN
Home Telephone Business Telephone Fax Mobile/Cell Email .ca.

VENDOR: SILVER STREAMS HOMES INC. 103 Naughton Drive, Richmond Hill, ON, L4C 8B3 Tel No. 905-508-7186 ONHWP Builder No: 34331

DWELLING: Model ID: 4,158 Scylla Model Name: SCREENAGE-TANDEM
Elevation: A Lot/Unit: 53 Block/Bldg: _____ Phase: II

Plan # 191K 9804 Community: SYMPHONY SERIES
Municipal Address: 92 Puccini Dr Municipality: Richmond Hill

PURCHASE PRICE: One Million two hundred Ninety -
(\$1,020,990\$) Twenty Ninety -

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	<u>20,000\$</u>	DUE DATE	<u>29th NOV 2011</u>
2nd DEPOSIT	AMOUNT	<u>20,000</u>	DUE DATE	<u>15th JAN 2012</u>
3rd DEPOSIT	AMOUNT	<u>20,000</u>	DUE DATE	<u>upon Sale of</u>

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. MLS Lshy.

Closing Date: 5th 3rd 4th day of June May, 2012
(subject to the extension provisions of this Agreement)

SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase 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 facsimile and such facsimile 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 29th day of Nov, 2010, 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.

WITNESS: _____ Purchaser: Y. Mospan Date: Nov 24, 2011

58 ROSSINI DR

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: 204Kew - Ramezani.

Purchaser: NEJAT. A. RAMEZANI D.O.B. (30/09/53) S.I.N. _____

Purchaser: ZAHRA - RAMEZANI D.O.B. (/ /) S.I.N. _____

Purchaser's Address: 15 JONAH DR, Richmond Hill, ONT, L4E

Home Telephone _____ Business Telephone _____ Fax _____ Mobile/Cell 416-273-7005 Email (Fatima Corneil -)

VENDOR: SILVER STREAMS HOMES (PUCCINI) INC. 103 Naughton Drive, Richmond Hill, ON, L4C 8B3 Tel No. 905-508-7186 ONHWP Builder No: 34331

DWELLING: Model ID: 2, 948 SVP Model Name: SOPHANO WITH SIDE ENTRANCE TO 2 BDRS

Elevation: A Lot/Unit: 58 Block/Bldg: _____ Phase: III

Plan # 191K 98004 Community: SYMPHONY SERIES

Municipal Address: 58 ROSSINI DR Municipality: Richmond Hill

PURCHASE PRICE: SEVEN HUNDRED AND TWENTY FIVE THOUSAND Dollars
(\$725,000)

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	<u>20,000 \$</u>	DUE DATE	<u>4th JULY 2011</u>
2nd DEPOSIT	AMOUNT	<u>20,000 \$</u>	DUE DATE	<u>4th SEP - 2011</u>
3rd DEPOSIT	AMOUNT	<u>20,000 \$</u>	DUE DATE	

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: _____ day of April, 2012

(subject to the extension provisions of this Agreement)

SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase 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 facsimile and such facsimile 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 4th day of JULY 2010, 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.

60 ROSSINI DR

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: ZEIN JAFARIA D.O.B. 25/09/1960 S.I.N. _____

ZEINOLABEDIN JAFARIAN

D M Y

Purchaser: _____ D.O.B. (/ /) S.I.N. _____

D M Y

Purchaser's Address: 15 TANGREEN COURT - UNIT #1203 M2M 3Z2
647-588-8090 CANADA

Home Telephone _____ Business Telephone _____ Fax _____ Mobile/Cell _____ Email (contact father)

VENDOR: SILVER STREAMS HOMES (PUCCINI) INC. 103 Naughton Drive, Richmond Hill, ON,

L4C 8B3 Tel No. 905-508-3671 ONHWP Builder No: 34331

DWELLING: Model ID 948 Model Name SPRANO - WITH SIDE EXTENSION TO ROSSINI

Elevation: A Lot/Unit: 57 Block/Bldg: _____ Phase: III

Plan # 9TR 9804 Community: Symphony Series

Municipal Address: 60 ROSSINI DR Municipality: Richmond Hill

PURCHASE PRICE: SEVEN HUNDRED TWENTY FIVE THOUSAND Dollars

(\$ 725,000)

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	<u>20,000</u>	DUE DATE	<u>4th JULY 2011</u>
2nd DEPOSIT	AMOUNT	<u>20,000</u>	DUE DATE	<u>4th SEP, 2011</u>
3rd DEPOSIT	AMOUNT	<u>20,000</u>	DUE DATE	<u>4th NOV 2011</u>

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: _____ day of April, 2012 2012
 (subject to the extension provisions of this Agreement)

SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase 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 facsimile and such facsimile 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 4th day of June 2011, 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.

A. Anah

[Signature]

30/jun/2011

84 Puccini Dr

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: Sophia Rahman D.O.B. (23/05/1972) S.I.N. 493-050-512
 Purchaser: _____ D.O.B. (/ /) S.I.N. _____
 Purchaser's Address: 38 Deerhorn Cross, Aurora, ON. L4G-6S4
905-751-0862 416-704-4210 sophia.Rahman@
 Home Telephone Business Telephone Fax Mobile/Cell Email gmail

VENDOR: SILVER STREAMS HOMES (PUCCINI) INC. 103 Naughton Drive, Richmond Hill, ON, L4C 8B3 Tel No. 905/508-7186 ONHWP Builder No: 34331

DWELLING: Model ID: 4158 Model Name: Serenade with Tandem
 Elevation: B Lot/Unit: 2 Block/Bldg: _____ Phase: II

Plan # 197R98004 Community: Symphony Series
 Municipal Address: 84 Puccini Dr Municipality: Richmond Hill

PURCHASE PRICE: Nine Hundred + Eight, Seven Thousand, Five Hundred + Fifty Dollars
(\$ 987,550) Dollar.

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	Sept 1, 2011
2nd DEPOSIT	AMOUNT	\$ 20,000	DUE DATE	Nov 1, 2011
3rd DEPOSIT	AMOUNT	\$ 20,000	DUE DATE	Jan 1, 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: 1st day of May, 2012
 (subject to the extension provisions of this Agreement)

SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase 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 facsimile and such facsimile 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 6th day of September, 2010, 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.

Sept 1/2011

78 Puccini Dr.

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: Tang, Wai, Lam D.O.B. (21/01/1980) S.I.N. _____
 D M Y
 Purchaser: Lo, K. Y. Edmond D.O.B. (30/05/1980) S.I.N. _____
 D M Y
 Purchaser's Address: 129 Madison Heights Blvd, Markham ON L6C 2E6
647-983-9058
 Home Telephone Business Telephone Fax Mobile/Cell Email

VENDOR: SILVER STREAMS HOMES (PUCCINI) INC. 103 Naughton Drive, Richmond Hill, ON, L4C 8B3 Tel No. 905.508.7186 ONHWP Builder No: 3433

DWELLING: Model ID: 4158 sqft Model Name: Serenade Elevation: A
 Lot/Unit: 5 Block/Bldg: _____ Phase: _____ Plan # 191R Community: Symphony Series
 Municipal Address: 78 Puccini Dr Municipality: Richmond Hill

PURCHASE PRICE: Nine hundred & Seventy & 00 Dollars (\$ 970,000)

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	<u>30,000</u>	DUE DATE	<u>Sep/20/2011</u>
2nd DEPOSIT	AMOUNT	<u>10,000</u>	DUE DATE	<u>NOV/20/2011</u>
3rd DEPOSIT	AMOUNT	<u>20,000</u>	DUE DATE	<u>Jan/20/2012</u>

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: 10 day of May, 2012
 (subject to the extension provisions of this Agreement)

SCHEDULES: The attached Schedules (as noted) form part of this Agreement of Purchase 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 facsimile and such facsimile 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: 11:59 P.M. on the 15th day of Sept, 2011, 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.

WITNESS:

Purchaser:

Date

THIS IS **EXHIBIT "L"** REFERRED TO IN THE
AFFIDAVIT OF **IMRAN JINNAH**
SWORN BEFORE ME THIS 25th DAY OF JANUARY, 2017



A Commissioner etc.

ASSIGNMENT OF CASH DEPOSITS OR CASH COLLATERAL

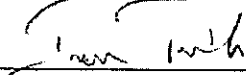
AND TO: WHOM IT MAY CONCERN

RE: Mortgage Loans (collectively the "Mortgages") on the lands owned by any of the undersigned on Puccini Drive on Plan M807, Town of Richmond Hill (the "Property")

In consideration of other good and valuable consideration and the sum of \$2.00, each of the undersigned hereby releases to and irrevocably transfers and assigns to Jack Greenberg in trust any and all of each of the undersigned's rights, titles and interests in and to any release of cash from any agency, utility, municipality, regional office or similar entity (collectively the "Beneficiary") which received such cash as security for performance of work or obligations of any of the undersigned, or any financial institutions ("Bank") which has received cash collateral for any letter(s) of credit or letters of guarantee (collectively "Letters") issued for or on behalf of any of the undersigned in relation to the whole or any part of the Property where such Letters or amounts are released or reduced by the Beneficiary or are no longer required by the Bank as security for the Letters and the Beneficiary and the Bank are hereby irrevocably authorized and directed to pay such amount(s) to Jack Greenberg in trust, Suite 204, 181 Eglinton Ave East, Toronto, Ontario, M4P 1J4, or such other address as Jack Greenberg in trust may in writing direct and this shall be your good and sufficient and irrevocable authority for so doing.

Dated at Toronto this 5th day of May, 2011.

2148991 Ontario Inc.

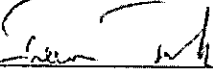
Per: 

Name: Imran Jinnah

Title: President

I have authority to bind the corporation.

2148990 Ontario Inc.

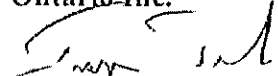
Per: 

Name: Imran Jinnah

Title: President

I have authority to bind the corporation.

2148993 Ontario Inc.

Per: 

Name: Imran Jinnah

Title: President

I have authority to bind the corporation.

2147681 Ontario Inc.Per: 

Name: Imran Jinnah

Title: President

I have authority to bind the corporation.

2147650 Ontario Inc.Per: 

Name: Imran Jinnah

Title: President

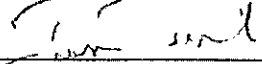
I have authority to bind the corporation.

Silver Streams Homes Inc.Per: 

Name: Imran Jinnah

Title: President

I have authority to bind the corporation.

Silver Streams Homes (Puccini) Inc.Per: 

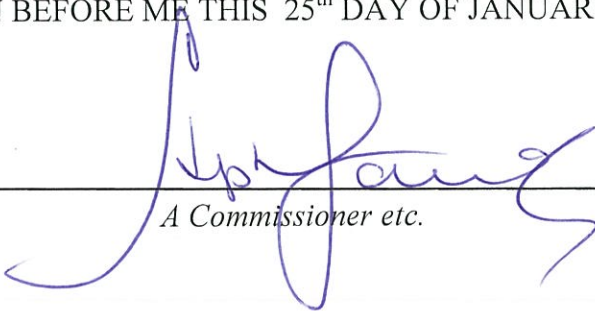
Name: Imran Jinnah

Title: President

I have authority to bind the corporation.

U/Puccini/Assignment of Cash Proceeds

THIS IS **EXHIBIT "M"** REFERRED TO IN THE
AFFIDAVIT OF **IMRAN JINNAH**
SWORN BEFORE ME THIS 25th DAY OF JANUARY, 2017



A Commissioner etc.

CITATION: Silver Streams Homes Inc. (Re), 2017 ONSC 314
 COURT FILE NO.: 13-10362-00CL
 DATE: 20170113

SUPERIOR COURT OF JUSTICE - ONTARIO

RE: 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.

BEFORE: Mr. Justice H.J. Wilton-Siegel

COUNSEL: *S. Schwartz* and *M. Poliak*, for the Applicants

A. Slavens, for Tarion Warranty Corporation

J. Klein, for MediGroup Incorporated and certain other lien claimants

E. Bisceglia, for Argo Lumber Inc. and Newmar Window Manufacturing Inc.

I. Aversa, for the Monitor

HEARD: In Writing

COSTS ENDORSEMENT

[1] The applicants in these proceedings brought a motion under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 ("CCAA") for approval of an agreement (the "Settlement Agreement") among the applicants, Tarion Warranty Corporation ("Tarion") and Imran Jinnah ("Jinnah"), the shareholder of the applicants. Certain lien claimants successfully challenged the motion (collectively the "Lien Claimants"). These lien claimants are: (1) Argo Lumber Inc. ("Argo") and Newmar Window Manufacturing Inc. ("Newmar"); and (2) Medi Group Incorporated ("Medi") and a number of other lien claimants associated with it (collectively, the "Trades"). The Lien Claimants have submitted costs submissions seeking costs of the motion against any or all of the applicants, Tarion, and Jinnah. In this endorsement, capitalized terms that are not defined have the meanings ascribed to them in the Court's endorsement dated September 25, 2015 which was reported at 2015 ONSC 5938 (the "Endorsement").

[2] The circumstances in this proceeding are novel. The Settlement Agreement was intended to rectify an apparently inadvertent failure to register the applicant Silver Streams Homes (Puccini) Inc. ("Puccini") that resulted in Tarion being unable to draw under certain letters of credit. The letters of credit had been posted by certain of the other applicants in these CCAA

proceedings, all of whom are affiliates of Puccini, to secure obligations in respect of homes being sold by Puccini. None of the applicants would have benefitted from enforcement of the Settlement Agreement. The only beneficiaries would have been Tarion and Jinnah. The Court denied approval of the Settlement Agreement for the reasons set out in the Endorsement.

[3] I will address the appropriateness of costs in respect of Tarion and Jinnah first and then in respect of the applicants and, by extension, the Private Mortgagees (as defined below).

Costs in Respect of Tarion

[4] Neither Tarion nor Jinnah brought this motion notwithstanding the fact that, as noted, they would have been the beneficiaries of the Settlement Agreement if approved. Instead, the motion was brought by the applicants. Upon receipt of the applicants' motion materials, however, Tarion chose to participate in the litigation in support of the motion. It filed a factum and made oral submissions in support of the motion at the hearing. Jinnah did not appear or otherwise make submissions in respect of the motion and has since filed a Notice of Intention to Make a Proposal under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "BIA"). It appears that the Lien Claimants no longer seek a costs award against him for this reason.

[5] Regarding Tarion, I see no reason in principle why Tarion should not be responsible for the Lien Claimants' costs given that it participated in the motion with a view to improving the priority of its position over its status at the commencement of these CCAA proceedings. The fact that Tarion is a statutory creation that performs a regulatory function, which it inflates for present purposes, is not a sufficient basis for insulating it from a costs award. Tarion also argues that the nature of its participation on the motion should exclude costs consequences because it did not cause the Lien Claimants to bear any incremental costs. I do not think that this is, on its own, a basis for refraining from awarding costs against an interested party, such as Tarion, in respect of a motion to approve an agreement for the benefit of such party. Its actions can affect whether the motion is brought or, alternatively, whether the motion will have any economic consequences for the creditors of the debtor company.

[6] In circumstances such as are presented in this case, I think that if a party having an interest in a settlement agreement for which court approval is required has notice, in advance of the hearing, that the objecting party will seek costs if successful, the interested party should bear the risk of payment of costs. In such circumstances, the interested party has a choice. If it wishes to avoid the risk of paying costs, it can either require the debtor company to withdraw the motion, or renounce any benefit it would otherwise receive from the agreement. If, instead, it acquiesces in the bringing of the motion, the interested party should bear the risk of an adverse costs award, particularly if it actively supports approval of the motion.

[7] However, as mentioned, an important precondition to any such costs award is that the interested parties had adequate prior notice of the objecting parties' intention to seek costs against them if they are successful in having court approval denied. Such notice is necessary to provide an interested party with sufficient time to enable it to decide whether to take steps to cause an approval motion to be withdrawn or to otherwise divest itself of the benefit of the proposed agreement if court approval were granted.

[8] In the present circumstances, the Lien Claimants did not give such notice to Tarion. The Lien Claimants' Notice of Objection does not mention an intention to seek costs. The only written mention of such an intention appears in the factum of Argo and Newmar, which does not constitute prior adequate notice for two reasons. First, being set out in the factum, rather than in a Notice of Objection, such statement did not provide adequate time for Tarion to make its election. Second, any such notice should specifically refer to an intention to seek costs against the interested party. In this case, the notice referred only to an intention to seek costs, which could easily have been understood to mean in respect of the applicants only.

[9] The Lien Claimants say that the issue of costs was raised in settlement discussions prior to the motion. They say that, by proposing a settlement on a no-costs basis, it was clear to the other parties that the Lien Claimants would seek costs against the applicants and Tarion if the motion were not resolved. I do not think this is sufficient to constitute adequate prior notice of an intention to seek costs against Tarion. If objecting parties intend to pursue other creditors or other stakeholders in proceedings under the CCAA, express notice in writing should be required.

[10] Accordingly, I conclude that it is not appropriate to award costs against Tarion because there was no prior adequate notice of the Lien Claimants' intention to seek costs against it.

Costs in Respect of the Applicants and the Private Mortgagees

[11] The applicants submit that no costs should be awarded against them. They submit that, although they were required to bring the motion for approval of the Settlement Agreement, being a party to proceedings under the CCAA, they would not have received any economic benefit if it had been approved.

[12] In addition, the second mortgage lenders to the applicants also submit that no costs should be awarded against the applicants. These lenders comprise Puccini Mortgage Corporation, Depaul Management Limited, 388242 Ontario Limited, 53 Puccini Mortgage Corporation, Castle Lane Design Group Inc. and Nastell Investments Limited (collectively the "Private Mortgagees"). As the second secured creditors against the estate of the applicants, and given the assets of the estate, any costs award would be paid out of funds that would otherwise be available to satisfy the claims of the Private Mortgagees.

[13] The Monitor supports the position of the applicants, noting that costs awards under the CCAA are rarely made and only against unsuccessful parties rather than against a passive estate. The Monitor notes that the underlying rationale for this approach has been expressed by Romaine J. in *Re Calpine Canada Energy Limited*, 2008 ABQB 537, 46 C.B.R. (5th) 243 as follows, at para. 1: "generally, stakeholders in CCAA proceedings are involuntary parties in the process, compelled to participate by reason of the CCAA debtor seeking the protection of the Act." However, Romaine J. further reasoned that, where the parties are sophisticated commercial entities that commence litigation in an attempt to better their positions, the policy reasons that underlie the no-costs convention are not operative. In such circumstances, there is no reason to depart from the general rule of awarding costs to the successful parties, not as a punishment, but as recognition of the usual risks of litigation.

[14] I propose to first discuss the merits of the Lien Claimants' claim for costs in respect of the applicants without regard to the position of the Private Mortgagees, and then to address the merits of the position of the Private Mortgagees.

The Issue of Costs Against the Applicants

[15] The Lien Claimants were not parties to the Settlement Agreement, nor did they stand to benefit from their opposition except in the same manner as all other creditors of the applicants' estate, subject to the ranking of the claims of such creditors. As a result of the Lien Claimants' successful objection, the Security deposited with Bank of Montreal ("BMO") to secure the obligations of the applicants who posted the letters of credit issued in favour of Tarion is available to the estate of the applicants. Accordingly, the applicants have potentially benefitted from the successful objections of the Lien Claimants, as have the creditors of the applicants, including in particular the Private Mortgagees, notwithstanding the fact that they were passive participants. Given the foregoing, payment of the costs of the Lien Claimants would not constitute a preference in their favour, nor would it offend the principle that has informed the practice of refraining from awarding costs in the ordinary course.

[16] In my view, therefore, this is an appropriate circumstance in which to award costs against the applicants, subject to consideration of the equities in respect of the Private Mortgagees who would effectively be paying any such costs award.

The Issue of Costs as Between the Lien Claimants and the Private Mortgagees

[17] The position of the Private Mortgagees raises an additional complication.

[18] After the hearing of the motion, the Lien Claimants' claims were resolved in the context of a court-ordered reference. The minutes of settlement pertaining to Argo and Newmar provided that they were entitled to any costs that the Court may award in respect of this motion. The minutes of settlement pertaining to the Trades had a similar reservation regarding costs of this motion.

[19] I agree with the Lien Claimants that it would reasonably have been expected that the claim for costs that they reserved in the minutes of settlement were their respective claims against the applicants, rather than their claims against Tarion and Jinnah. These latter parties were not parties to the settlement discussions or to the documentation referred to above. As such, it was neither necessary to refer to a claim for costs against them, nor would any such reference have had any legal significance except if the parties intended to limit claims for costs to such parties, which was not the case in this proceeding. Accordingly, as between the Lien Claimants and the Private Mortgagees, the Lien Claimants are not prevented from asserting a claim for costs of this motion by virtue of the documentation discussed above.

[20] Turning to the relevant considerations, there is no suggestion that the Lien Claimants indicated to the Private Mortgagees that they would seek costs against the estate of the applicants. Moreover, the Private Mortgagees did not participate in the motion or in the settlement discussions regarding the motion in which the Lien Claimants say that their position should have become obvious. On the other hand, the Private Mortgagees benefitted from the Lien Claimants' opposition to the motion. At the present time, however, the quantum of the

Security to be released by Bank of Montreal remains an issue to be resolved between Taron and the applicants.

[21] The justification for any costs award in favour of the Lien Claimants is their expenditure of funds for the benefit of all of the creditors. Balancing the foregoing considerations, I conclude that it would be appropriate to order that the reasonable costs of the Lien Claimants shall be payable by the applicants but only to the extent that the applicants actually receive the Security or the benefit thereof.

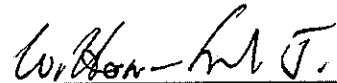
Quantum of Fair and Reasonable Costs

[22] Turning to quantum, Argo and Newmar seek costs of \$20,458.89 while Medi seeks costs of \$30,162.50, in each case on a partial indemnity basis. The Court is required to exercise its discretion to fix costs that are fair and reasonable in light of the specific facts and circumstances of the case in relation to the factors set out in Rule 57.01(1) of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194: see *Boucher v. Public Accountants Council for the Province of Ontario* (2004), 71 O.R. (3d) 291 (C.A.).

[23] I would observe that, in each case, the rates charged appear reasonable for counsel who were experienced in this area. However, I have adjusted the partial indemnity calculation of Argo and Newmar to reflect 60% of the actual rate charged. Further, some allowance should also be made for the duplication of effort of these two groups of Lien Claimants, as they essentially argued the same position.

[24] Turning to the factors in Rule 57.01, I note that the matter was important to the Lien Claimants and was also of benefit to the other creditors who share in the Security. Further, the matter was novel and relatively complex, both factually and legally. I have also taken into consideration the amount at issue, being approximately \$1 million, as well as the duplication of effort referred to above.

[25] Based on the foregoing, I find fair and reasonable costs to be \$17,500 payable to Newmar and Argo, collectively, and \$17,500 payable to the Trades, collectively, provided, however, that such costs are payable by the applicants only to the extent that the applicants actually receive the Security, or the benefit thereof, it being understood that any lesser amount received should be shared between the Lien Claimants on a pro-rata basis.



Wilton-Siegel J.

Date: January 13, 2017

TAB 3

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.	)	MONDAY, THE 30 TH DAY
	)	
JUSTICE WILTON-SIEGEL	)	OF JANUARY, 2017

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

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

Applicants

ORDER

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

1. directing Grant Thornton Limited (“**GTL**”) in its capacity as the Monitor of the Applicants (in such capacity, the “**Monitor**”) to transfer the Con-Drain Holdback (as defined in the Order of the Honourable Mr. Justice Wilton-Siegel dated November 29, 2016 (the “**November 29 Order**”)) to Chaitons LLP (“**Chaitons**”) in trust, on the terms provided in the November 29 Order;
2. directing Tarion Warranty Corporation (“**Tarion**”) to distribute the residual cash collateral securing the Applicants’ obligations under the Tarion LCs (as defined in the Affidavit of Imran Jinnah sworn January 25, 2017 (the “**Jinnah Affidavit**”) to Jack Greenberg in Trust subject to the determination of the Cost Award Priority Issue (as defined in the Jinnah Affidavit);
3. approving the Twelfth Report of the Monitor (the “**Twelfth Report**”) and the activities described therein;

4. approving the fees and disbursements of the Monitor and its legal counsel as described in the Twelfth Report, inclusive of the Fee Accrual (as defined in the Twelfth Report);
5. approving the Monitor's final statement of the Applicants' receipts and disbursements;
6. terminating any and all reimbursement agreement entered into between the Monitor and any of the Applicants' mortgagees during the term of this CCAA proceeding (the "**Reimbursement Agreements**");
7. terminating this CCAA proceeding, discharging the Monitor and releasing the Charges (as defined below) effective as of the CCAA Termination Date (as defined below); and
8. releasing GTL from any and all liability that GTL has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of GTL while acting in its capacity as the Monitor,

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

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

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion, the Motion Record and the Twelfth Report is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** and directs the Monitor to transfer the Con-Drain Holdback to Chaitons, in trust, on the terms provided in the November 29 Order.

3. **THIS COURT ORDERS** and directs Tarion without a further order of the Court to distribute any residual cash collateral securing the Applicants' obligations under the Tarion LCs (the "**Security**") to Jack Greenberg in Trust, subject to the determination of the Cost Award Priority Issue, which is to be determined on a motion outside the CCAA proceeding and without the participation of the Monitor.
4. **THIS COURT ORDERS** that any issues with respect to Tarion's entitlement to receive and retain the Security shall be determined by this Court outside the CCAA proceeding and without the participation of the Monitor.
5. **THIS COURT ORDERS** that the Reimbursement Agreements be and hereby are terminated.
6. **THIS COURT ORDERS** that the Twelfth Report, and the activities described therein be and hereby are approved.
7. **THIS COURT ORDERS** that the fees and disbursements of the Monitor and its legal counsel, Aird & Berlis LLP, as described in the Twelfth Report, the affidavit of Jonathan Krieger sworn January 26, 2017 and the affidavit of Steven L. Graff sworn January 26, 2017, be and are hereby approved.
8. **THIS COURT ORDERS** that the Monitor's final statement of the Applicants' receipts and disbursements, as appended to the Twelfth Report, be and is hereby approved.
9. **THIS COURT ORDERS** that upon the filing of a certificate of the Monitor substantially in the form attached hereto as **Schedule "A"** (the "**CCAA Termination Certificate**") certifying that, to the knowledge of the Monitor, all matters to be attended to in connection with this CCAA proceeding have been completed (the "**CCAA Termination Date**"), this CCAA proceeding shall be terminated without any other act or formality.

10. **THIS COURT ORDERS** that the Charges, as defined in the Initial Order of the Honourable Mr. Justice Newbould dated December 17, 2013 (the “**Initial Order**”), shall be and are hereby terminated, released and discharged effective at the CCAA Termination Date.

11. **THIS COURT ORDERS AND DECLARES** that effective at the CCAA Termination Date, GTL shall be discharged as Monitor and shall be relieved from any further obligations, responsibilities or duties in its capacity as Monitor pursuant to the Initial Order or any other Order of this Court in this CCAA proceeding, provided, however, that notwithstanding its discharge, the Monitor will remain the Monitor for the performance of such incidental duties as may be required to complete the administration of this CCAA proceeding.

12. **THIS COURT ORDERS** that effective as of the date of this Order, in addition to the protections in favour of the Monitor in any Order of this Court in this CCAA proceeding or the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”), the Monitor, the Monitor’s legal counsel, and each of their respective affiliates and officers, directors, partners, employees and agents (collectively, the “**Released Parties**”) are hereby released and discharged from any and all claims that any person may have or be entitled to assert against the Released Parties, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the date of this Order in any way relating to, arising out of or in respect of this CCAA proceeding or with respect to its conduct in this CCAA proceeding (collectively, the “**Released Claims**”), and any such Released Claims are hereby released, stayed, extinguished and forever barred and the Released Parties shall have no liability in respect thereof, provided that the Released Claims shall not include any claim or liability arising out of any gross negligence or willful misconduct on the part of the Released Parties.

13. **THIS COURT ORDERS** that no action or other proceeding shall be commenced against the Monitor in any way arising from or related to its capacity or conduct as Monitor except with prior leave of this Court and on seven (7) days’ prior written notice to the Monitor and such further order securing, as security for costs, the full indemnity costs of the Monitor in connection

with any proposed action or proceeding as the Court hearing the motion for leave to proceed may deem just and appropriate.

14. **THIS COURT ORDERS** that, notwithstanding any provision of this Order, nothing contained in this Order shall affect, vary, derogate from or amend any of the rights, approvals and protections in favour of the Monitor pursuant to the Initial Order, any other Order of this Court or reasons provided by this Court in this CCAA proceeding, the CCAA or otherwise, all of which are expressly continued and confirmed.

15. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or elsewhere to give effect to this Order and to assist the Monitor and 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 Monitor as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its respective agents in carrying out the terms of this Order.

SCHEDULE "A"

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST****IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, C. C-36, AS AMENDED****IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
SILVER STREAMS HOMES INC., SILVER STREAMS HOMES (PUCCINI) INC.,
2148993 ONTARIO INC., 2148990 ONTARIO INC., 2147681 ONTARIO INC.
AND 2147650 ONTARIO INC.****Applicants****CCAA TERMINATION CERTIFICATE****RECITALS**

(A) Pursuant to an Order of the Honourable Justice Newbould of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") made December 13, 2013, the Applicants were declared companies to which the *Companies' Creditors Arrangement Act* (the "**CCAA**") applied and Grant Thornton Limited ("**GTL**") was appointed as monitor (in such capacity, the "**Monitor**") of the Applicants (collectively, the "**CCAA Proceedings**").

(B) Pursuant to an Order of the Court dated January 30, 2017 (the "**Termination Order**"), GTL was discharged as the Monitor of the Applicants, to be effective upon the filing by the Monitor with the Court of a certificate confirming that all matters to be attended to in connection with the CCAA Proceedings have been completed to the satisfaction of the Monitor, provided, however, that notwithstanding its discharge: (a) the Monitor will remain the Monitor for the performance of such incidental duties as may be required to complete the administration of these

CCAA Proceedings; and (b) the Monitor will continue to have the benefit of the provisions of all Orders made in these CCAA Proceedings, including all approvals, protections and stays of proceedings in favour of GTL, in its capacity as the Monitor.

(C) Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Termination Order.

THE MONITOR CERTIFIES the following:

1. All matters to be attended to in connection with these CCAA Proceedings have been completed to the satisfaction of the Monitor; and
2. This Certificate was filed by the Monitor with the Court on the ____ day of _____, 2017.

GRANT THORNTON LIMITED, in its capacity
as the Monitor of the Applicants, and not in any
other capacity

Per: _____
Name:
Title:

Court File No. 13-10362-00-CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceedings commenced at TORONTO

ORDER

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

Stephen Schwartz LSUC#: 25980A
Tel: 416-218-1132
Fax: 416-218-1832

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

Lawyers for the Applicants

Court File No. 13-10362-00-CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceedings commenced at TORONTO

**MOTION RECORD
(Returnable January 30, 2017)**

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

Stephen Schwartz LSUC#: 25980A
Tel: 416-218-1132
Fax: 416-218-1832

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

Lawyers for the Applicants