Court File No. 13-10362-00-CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. C-36, AS AMENDED

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

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MOTION RECORD
(Returnable November 25, 2014)

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TO: SERVICE LIST

Court File No. 13-10362-00-CL

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

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ONTARIO
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Applicants

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TAB 1

Court File No. 13-10362-00CL

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

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Applicants

NOTICE OF MOTION
(Returnable November 25, 2014)

THE APPLICANTS will make a motion to a Judge of the Commercial List on Tuesday, November 25, 2014 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. if necessary, abridging the time for service of this notice of motion so that the motion is properly returnable on November 25, 2014;

2. vesting in Kirubaramani Uthayakumar (the "**Purchaser**") the Applicants' rights, title and interests in and to Lot 23, Phase II of the Puccini Project (as defined below), municipally known as 60 Puccini Drive, Richmond Hill ("**60 Puccini**"), free and clear of any encumbrances, except those contemplated by the agreement of purchase and sale;

3. authorizing a distribution to Home Trust Company ("**Home Trust**"), subject to Home Trust entering into a reimbursement agreement with Grant Thornton Limited ("**GTL**") in

its capacity as Court-appointed Monitor (the "**Monitor**") of the Applicants in this proceeding, in a form satisfactory to the Monitor;

4. approving the settlement of claims by Canada Revenue Canada ("**CRA**") against Silver Streams and Puccini for accrued but unpaid source deductions filed in the Applicants' claims process;

5. approving the Sixth Report of Grant Thornton Limited ("**GTL**") in its capacity as Court-appointed Monitor of the Applicants (the "**Monitor**") and the activities described therein;

6. approving the fees and disbursements of the Monitor and its legal counsel as described in the Sixth Report; and

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

THE GROUNDS FOR THE MOTION ARE:

Background

1. The Applicants are affiliated Ontario corporations owned by Imran Jinnah.

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

3. 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 this proceeding. Since the commencement of this proceeding, the Phase IV lands have been sold under power of sale.

5. On December 17, 2013, the Applicants obtained protection from their creditors under the *Companies' Creditors Arrangement Act* ("**CCAA**") pursuant to the Initial Order.

6. The Initial Order also 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 January 16, 2015.

7. 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 the CCAA proceeding is 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.

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 claims against the Applicants' Property (as defined in the Claims Process Order) (the "**Claims Process**"). Pursuant to the Claims Process Order, the Claims Process is being administered by the Monitor with the assistance of the Vetting Committee (as defined in the Claims Process Order).

Puccini Homes

9. By orders dated December 17, 2013, April 17, 2014, June 26, 2014 and August 12, 2014, the Court granted vesting orders in respect of eight out of ten of the Puccini Homes. Seven out of the eight transactions for the sale of the Puccini Homes have now closed, with the last home scheduled to close in the end of November, 2014.

10. Pursuant to an agreement of purchase and sale dated November 2, 2014 (the "**Agreement**") between Silver Streams and the Purchaser, Silver Streams sold the property municipally known as 60 Puccini Drive, Richmond Hill, Ontario for a purchase price of $1,030,000. A deposit in an amount of $40,000 has been received and is being held in trust by the Monitor.

11. On November 4, 2014, the Purchaser waived his conditions. The Agreement remains conditional upon Silver Streams obtaining an order vesting title to 60 Puccini in the Purchaser free and clear of all claims, encumbrances and liens. If the vesting order is granted by the Court, the Agreement contemplates a closing date of January 30, 2015, however, the Purchaser has advised that if he is able to sell his current house faster he will be in the position to close the sale sooner.

Distribution to Home Trust

12. Home Trust made two loans available to 2148990 Ontario Inc. ("**2148990**") each in the original principal amount of $617,500. As security for the loans, 2148990 granted Home Trust first mortgages registered against title to Lot 24, Phase II of the Puccini Project, municipally known as 58 Puccini Drive, Richmond Hill, Ontario ("**58 Puccini**") (the "**58 Puccini Mortgage**") and 60 Puccini (the "**60 Puccini Mortgage**"). As at the date of this affidavit, 2148990 remains indebted to Home Trust in an amount of approximately $670,000 for principal and interest, plus costs in respect of the 60 Puccini Mortgage.

13. On August 12, 2014, this Court granted a vesting order in respect of 58 Puccini. On August 12, 2014, this Court also granted an order approving a distribution of proceeds from the sale of 58 Puccini to Home Trust, subject to the terms of a reimbursement agreement between Home Trust and the Monitor. The Court has also previously granted orders approving distributions on similar terms to Bank of Montreal and Foremost Financial Corporation, the Applicants other senior secured creditors.

14. The Applicants seek an order of this Court authorizing them to make a distribution from the proceeds of the sale of 60 Puccini to Home Trust up to the full amount owed to it by 2148990 to Home Trust subject to Home Trust and the Monitor entering into a reimbursement agreement substantially on the same terms as the reimbursement agreement previously entered into by Home Trust in this proceeding.

CRA Settlement

15. CRA filed the following claims with the Monitor in the Claims Process, among others,

(a) a deemed trust claim against Silver Streams for recovery of payroll source deductions in the amount of $84,596.39; and

(b) a deemed trust claim against Puccini for recovery of payroll source deductions in the amount of $40,831.53 (and together with (a), the "**Source Deduction Claims**").

16. On June 16, 2014, the Monitor sent Notices of Acceptance with respect to CRA's Source Deduction Claims wherein the Monitor advised CRA that: (a) the Source Deduction Claims are against Silver Streams and Puccini; (b) neither Silver Streams nor Puccini holds any title in the Puccini Homes; and (c) accordingly, the proceeds arising from the sale of the Puccini Homes are not those to which CRA's deemed trust claims against Silver Streams or Puccini attach.

17. CRA disputed the Monitor's determination in respect of the Source Deduction Claims. A motion to determine the issue of whether the Source Deduction Claims attach to the proceeds from the sale of the Puccini Homes was scheduled for December 3, 2014 (the "**CRA Dispute Motion**").

18. On October 30, 2014, CRA and the Applicants agreed to settle the Source Deduction Claims in exchange for a full and final payment by the Applicants of $86,000 pursuant to the terms of the letter dated October 28, 2014 attached as Exhibit K to the Affidavit of Imran Jinnah sworn November 18, 2014. The CRA Settlement is conditional upon the approval of this Court.

19. Such further and other grounds as counsel may advise and this Honourable Court may permit.

20. 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:

21. The Affidavit of Imran Jinnah, sworn November 18, 2014;

22. The Monitor's Sixth Report to the Court; and

23. Such other material as counsel may advise and this Honourable Court may permit.

November 18, 2014

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TO: THE SERVICE LIST

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the Applicants

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

ONTARIO
SUPERIOR COURT OF ONTARIO
IN BANKRUPTCY

Proceedings commenced at TORONTO

NOTICE OF MOTION

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TAB 2

ONTARIO
SUPERIOR COURT OF JUSTICE
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Applicants

AFFIDAVIT OF IMRAN JINNAH

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

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

2. I swear this affidavit in support of the Applicants' motion for an order:

(a) vesting in Kirubaramani Uthayakumar (the "**Purchaser**") the Applicants' rights, title and interests in and to Lot 23, Phase II of the Puccini Project (as defined below), municipally known as 60 Puccini Drive, Richmond Hill ("**60 Puccini**"), free and clear of any encumbrances, except those contemplated by the agreement of purchase and sale;

(b) authorizing a distribution to Home Trust Company ("**Home Trust**"), subject to Home Trust entering into a reimbursement agreement with Grant Thornton Limited ("**GTL**") in its capacity as Court-appointed Monitor (the "**Monitor**") of the Applicants in this proceeding, in a form satisfactory to the Monitor;

(c) approving the settlement of claims by Canada Revenue Canada ("**CRA**") against Silver Streams and Puccini for accrued but unpaid source deductions filed in the Applicants' claims process;

(d) approving the Sixth Report of the Monitor (the "**Sixth Report**") and the activities of the Monitor described therein; and

(e) approving the fees and disbursements of the Monitor and its counsel as described in the Sixth Report.

BACKGROUND AND CCAA PROCEEDING

3. The Applicants are affiliated companies owned by me. Silver Streams is a residential homebuilder in the Greater Toronto Area and is currently in the process of completing a project in Richmond Hill, Ontario referred to in these proceedings as the "**Puccini Project**". The Puccini Project is comprised of four phases. Subject to certain properties described below, the construction of the majority of Phase I, II and III homes is substantially completed. Puccini was incorporated for the purpose of selling the homes in the Puccini Project.

4. The construction of Phase IV was not commenced prior to the CCAA proceeding. 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 are registered in the names of the numbered company Applicants. Title to the lands in Phase IV is registered in the name of a corporation affiliated with the Applicants which is not a party to these CCAA proceedings.

6. On December 17, 2013, 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 16, 2015.

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 is to complete and sell the Puccini Homes and to pay the net sale proceeds, after payment of operating costs and the costs of these proceedings, to satisfy their creditors' claims in the priority to be determined by the Court.

11. 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 claims against the Applicants' Property (as defined in the Claims Process Order) (the "**Claims Process**"). A copy of the Claims Process Order is attached hereto as **Exhibit "B"**. Pursuant to the Claims Process Order, the Claims Process is being administered by the Monitor with the assistance of the Vetting Committee (as defined in the Claims Process Order).

PUCCINI HOMES

12. By orders dated December 17, 2013, April 17, 2014, June 26, 2014 and August 12, 2014, the Court granted vesting orders in respect of eight out of ten of the Puccini Homes. Seven out of the eight transactions for the sale of the Puccini Homes have now closed, with the last home scheduled to close in the end of November, 2014.

13. Attached hereto as **Exhibit "C"** is a copy of my Affidavit (without exhibits) sworn September 16, 2014 in support of the Applicants' last stay extension motion. As described in my affidavit the following two Puccini Homes remained unsold at the time of the Applicants' stay extension motion:

(a) Lot 23, Phase II of the Puccini Project - Construction of the home was completed; and

(b) Lot 18, Phase III of the Puccini Project - This is a vacant lot. It was initially anticipated that the construction of this home would commence at the same time as the construction of Phase IV. In light of the sale of Phase IV lands, it is the Applicants' intention to market Lot 18 for sale as vacant land.

14. Pursuant to an agreement of purchase and sale dated November 2, 2014 (the "**Agreement**") between Silver Streams and the Purchaser, Silver Streams sold the property municipally known as 60 Puccini Drive, Richmond Hill, Ontario for a purchase price of $1,030,000. A copy of the Agreement is attached hereto as **Exhibit "D"**. A deposit of $40,000 has been received and is being held in trust by the Monitor.

15. On November 4, 2014, the Purchaser waived his conditions. A copy of the Waiver is attached hereto as **Exhibit "E"**. The Agreement remains conditional upon Silver Streams obtaining an order vesting title to 60 Puccini in the Purchaser free and clear of all claims, encumbrances and liens. If the vesting order is granted by the Court, the Agreement contemplates a closing date of

January 30, 2015, however, the Purchaser has advised that if he is able to sell his current house faster he will be in the position to close the sale sooner.

DISTRIBUTION TO HOME TRUST

16. Home Trust made two loans available to 2148990 in the original principal amount of $617,500. As security for the loans, 2148990 granted Home Trust a first mortgage registered against title to Lot 24, Phase II of the Puccini Project, municipally known as 58 Puccini Drive, Richmond Hill, Ontario (“**58 Puccini**”) (the “**58 Puccini Mortgage**”) and 60 Puccini (the “**60 Puccini Mortgage**”). As at the date of this affidavit, 2148990 remains indebted to Home Trust in an amount of approximately $670,000 for principal and interest, plus costs in respect of the 60 Puccini Mortgage.

17. On August 12, 2014, this Court granted a vesting order in respect of 58 Puccini. On August 12, 2014, this Court also granted an order approving a distribution of proceeds from the sale of 58 Puccini to Home Trust, subject to the terms of a reimbursement agreement between Home Trust and the Monitor. A copy of the executed reimbursement agreement between the Monitor and Home Trust is attached hereto as **Exhibit “F”**. A copy of the order approving the distribution to Home Trust is attached hereto as **Exhibit “G”**. The Court has previously granted orders approving distributions on similar terms to Bank of Montreal and Foremost Financial Corporation, the Applicants other senior secured creditors.

18. The Applicants seek an order of this Court authorizing them to make a distribution from the proceeds of the sale of 60 Puccini to Home Trust up to the full amount owed to it by 2148990 to Home Trust subject to Home Trust and the Monitor entering into a reimbursement agreement substantially on the same terms as the agreement attached hereto as Exhibit F.

CLAIMS PROCESS

18. Pursuant to the Claims Process Order, the Claims Process is being 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. An update on the Claims Process was provided by the Monitor in its Fifth Report to the Court. A copy of the Fifth Report without appendices is attached hereto as **Exhibit "H"**. I am advised by the Monitor, that a further update on the Claims Process will be set out in the Monitor's Sixth Report to the Court.

CRA SOURCE DEDUCTION CLAIMS

19. I am advised by the Applicants' legal counsel, Chaitons LLP, that CRA filed the following claims with the Monitor in the Claims Process:

(a) a deemed trust claim against Silver Streams for recovery of payroll source deductions in the amount of $84,596.39;

(b) a deemed trust claim against Puccini for recovery of payroll source deductions in the amount of $40,831.53 (and together with (a), the "**Source Deduction Claims**"); and

(c) a secured claim in respect of GST/HST in an amount of $119,349.57.

20. I am advised by Chaitons that on June 16, 2014, the Monitor sent a Notice of Disallowance with respect to CRA's GST/HST claim wherein the Monitor advised CRA that such claim is an unsecured claim against the Applicants' estate.

21. I am also advised by Chaitons that on June 16, 2014, the Monitor sent Notices of Acceptance with respect to CRA's Source Deduction Claims. Copies of the Notices of Acceptance are collectively attached hereto as **Exhibit "I"**. I have reviewed the Notices of Acceptance and understand that the Monitor advised CRA that: (a) the Source Deduction Claims are against Silver

Streams and Puccini; (b) neither Silver Streams nor Puccini holds any title in the Puccini Homes; and (c) accordingly, the proceeds arising from the sale of the Puccini Homes are not those to which CRA's deemed trust claims against Silver Streams or Puccini attach.

22. CRA disputed the Monitor's determination in respect of the Source Deduction Claims. A motion to determine the issue of whether the Source Deduction Claims attach to the proceeds from the sale of the Puccini Homes was scheduled for December 3, 2014 (the "**CRA Dispute Motion**"). In connection with the CRA Dispute Motion the Monitor set aside $125,427.92 of the proceeds from the Puccini Homes pending the resolution of the CRA Dispute Motion.

23. In connection with the CRA Dispute Motion, CRA made a detailed production request and served me with a notice of examination. A copy of CRA's letter detailing the production request is attached hereto as **Exhibit "J"**.

24. The professional fees to respond to the CRA Dispute Motion, including the costs of preparing productions and participating in examinations, are disproportionate to the value of the Source Deduction Claims. As a result, the Applicants, with the support of the Monitor, and CRA entered into settlement discussions in respect of the Source Deduction Claims.

25. On October 30, 2014, CRA and the Applicants agreed to settle the Source Deduction Claims in exchange for a full and final payment by the Applicants of $86,000 pursuant to the terms of the letter dated October 28, 2014 attached hereto as **Exhibit "K"** (the "**CRA Settlement**").

26. The CRA Settlement is conditional upon the approval of this Court.

27. I swear this affidavit in support of the Applicants' motion for the relief set out herein and for no improper purpose.

SWORN before me at the City of Toronto, Province of Ontario, this 18th day of November, 2014	))))))	
A Commissioner, Etc. Maya Poliak		**Imran Jinnah**

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

AFFIDAVIT OF **IMRAN JINNAH**

SWORN BEFORE ME THIS 18th DAY OF NOVEMBER, 2014

Court File No. 1~~2~~3-10362-00-CL 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 À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

DEC 17 2013

16046568.2

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

Court File No. 13-10362-00-CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at TORONTO

INITIAL ORDER

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Lawyers for the Applicants

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

AFFIDAVIT OF **IMRAN JINNAH**

SWORN BEFORE ME THIS 18th DAY OF NOVEMBER, 2014

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

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

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

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

Applicants

CLAIMS PROCESS ORDER

THIS MOTION, made by the Applicants for an order establishing a claims procedure was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of Imran Jinnah sworn January 10, 2014 and the Monitor's First Report to the Court dated January 14, 2013, 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:

DEFINITIONS

1. **THIS COURT ORDERS** that, for the purposes of this Order, the following terms shall have the following meanings:

(a) "**9:30 Appointment**" means an appearance before a Justice of this Court in chambers which may be made at 9:30 a.m. on any juridical day;

(b) "**Business Day**" means a day, other than Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Toronto, Ontario;

(c) "**CCAA**" means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C - 36, as amended;

(d) "**CCAA Proceeding**" means the CCAA proceeding of the Applicants initiated pursuant to the terms of the Initial Order;

(e) "**Claims Deadline**" means 5:00 p.m. (Eastern Standard Time) on February 14, 2014;

(f) "**Court**" means the Ontario Superior Court of Justice (Commercial List);

(g) "**Claimant**" means any Person having a Secured Claim;

(h) "**Filing Date**" means December 17, 2013;

(i) "**Initial Order**" means the Order of the Honourable Mr. Justice Newbould dated December 17, 2013 issued in the CCAA Proceeding;

(j) "**Known Creditors**" means any Person which the books and records of the Applicants disclose were owed money by one or more of the Applicants as of the Filing Date which obligations remains unpaid in whole or in part;

(k) "**Monitor**" means Grant Thornton Limited in its capacity as Court-appointed Monitor of the Applicants pursuant to the Initial Order;

(l) "**Notice of Disallowance**" means the notice that may be delivered to a Claimant disallowing such Claimant's Secured Claim in whole or in part, which notice shall include the grounds for the disallowance;

(m) "**Notice of Dispute**" means the notice that may be delivered by a Claimant who has received a Notice of Disallowance disputing such Notice of Disallowance, which notice shall include the grounds for the dispute;

(n) "**Notice to Creditors**" means the notice substantially in the form attached hereto as **Schedule "B"**;

(o) "**Person**" means any individual, partnership, firm, joint venture, trust, entity, corporation, unincorporated organization, trade union, employee or other association and any federal, provincial or municipal government or similar entity, howsoever designated or constituted;

(p) "**Property**" means the property of the Applicants described in **Schedule "A"** hereto and the proceeds thereof;

(q) "**Secured Claim**" means all claims against the Property whether as a mortgagee, construction lien claimant or otherwise, including the claim of Con-Drain Company (1983) Limited ("**Con-Drain**"), and subject to paragraph 3A of the Initial Order against the Property in an action commenced in Newmarket, Ontario by Con-Drain against certain Applicants and others bearing Newmarket Court File Number CV-13-115757-00, but excludes the claims of unsecured creditors and the beneficiaries of the Court ordered charges created pursuant to the Initial Order; and

(r) "**Vetting Committee**" means a committee established pursuant to the terms of this Order for the purpose of assisting the Monitor with the review and determination of the validity, quantum and priority of all Secured Claims and which shall have a maximum of six (6) members.

PURPOSE OF CLAIMS PROCESS

2. The claims process contemplated herein applies solely to those persons having Secured Claims against the Property, whether as a mortgagee, a construction lien claimant or otherwise and is not intended as a general claims process for all of the Applicants' creditors.

MONITOR'S ROLE

3. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights, duties, responsibilities and obligations under the CCAA and under the Initial Order, shall implement and oversee the claims process provided for herein, and is hereby authorized and directed to take such steps as may be necessary to implement and carry out this Order.

CLAIMS PROCESS

4. **THIS COURT ORDERS** that the Monitor shall cause a Notice to Creditors to be sent to each Known Creditor by facsimile transmission, electronic communication or regular prepaid mail on or before January 21, 2014.

5. **THIS COURT ORDERS** that the Monitor shall cause the Notice to Creditors to be placed once in each of the Toronto Star and the Daily Commercial News as soon as reasonably practicable after the date of this Order.

6. **THIS COURT ORDERS** that the Monitor shall cause the Notice to Creditors and a copy of this Order to be posted and maintained on the Monitor's website at www.grantthornton.ca/silverstreams as soon as reasonably practicable after the date of this Order.

7. **THIS COURT ORDERS** that the Monitor shall cause a copy of this Order and the Notice to Creditors to be sent to any Person requesting such material as soon as practicable.

FILING OF SECURED CLAIMS

8. **THIS COURT ORDERS** that all Claimants shall deliver to the Monitor their written submissions together with all supporting documentation respecting the validity, quantum and priority of their Secured Claims by the Claims Deadline or such later date as the Monitor may agree or the Court may order prior to the Claim Deadline failing which, the Secured Claim of such Claimant against the Property shall be extinguished and forever barred.

9. **THIS COURT ORDERS** that the information and documentation to be provided by a Claimant to the Monitor pursuant to paragraph 8 above, shall include, without limitation:

(a) in the case of lien claimants, a complete copy of the contract or subcontract, change orders, evidence of the date of last supply of work or services, a copy of all invoices, time sheets and a detailed statement of account including all payments received;

(b) in the case of mortgagees, a copy of the commitment letter, offer of finance or similar document, the dates and amounts of all advances, a detailed statement of account, and the amount of any holdback maintained by the mortgagee.

VETTING COMMITTEE

10. **THIS COURT ORDERS AND AUTHORIZES** the establishment of the Vetting Committee. The Vetting Committee shall initially have the following 6 members:

(a) James Klein - lawyer for various lien claimants

(b) Jeffrey Long – lawyer for Con Drain

(c) Jeffrey Spiegleman – lawyer for Bank of Montreal

(d) Marco Drudi – lawyer for private lenders

(e) Stephen Schwartz – lawyer for the Applicants

(f) Steven Graff or Ian Aversa – lawyers for the Monitor

A member of the Vetting Committee may only be replaced with the unanimous consent of the remaining members or an order of this Court.

CLAIMS REVIEW

11. **THIS COURT ORDERS** that the Monitor shall review each Secured Claim received by the Claims Deadline.

12. **THIS COURT ORDERS** that in response to a written request made by the Monitor, a Claimant shall forthwith, and in any event within seven (7) days of the date of the request, provide such further documentation and information as the Monitor may reasonably require with respect to the Claimant's Secured Claim.

13. **THIS COURT ORDERS** that the Monitor, in its sole discretion, upon consultation with the Vetting Committee, may accept or disallow a Secured Claim in part or in whole.

14. **THIS COURT ORDERS** that if the Monitor determines to disallow a Secured Claim, in part or in whole, the Monitor shall deliver to the Claimant a Notice of Disallowance.

15. **THIS COURT ORDERS** that any Claimant who disputes the disallowance of its Secured Claim as set forth in a Notice of Disallowance shall deliver a Notice of Dispute to the Monitor on or before 5:00 p.m. (Eastern Standard Time) on the day which is fourteen (14) days after the date of the Notice of Disallowance (the "**Dispute Deadline**"), or such later date as the Monitor may agree or the Court may order prior to the expiration of the Dispute Deadline.

16. **THIS COURT ORDERS** that any Claimant who fails to deliver a Notice of Dispute by the Dispute Deadline shall be deemed to accept the Monitor's determination as set out in the Notice of Disallowance.

RESOLUTION OF CLAIMS

17. **THIS COURT ORDERS** that the Monitor, with the assistance of the Vetting Committee, may attempt to consensually resolve any disputed Secured Claim.

18. **THIS COURT ORDERS** that upon the expiration of all of the Dispute Deadlines, the Monitor shall prepare, serve and file a report on the results of the claims process.

19. **THIS COURT ORDERS** that the Monitor shall schedule a 9:30 Appointment with the Court returnable within fourteen (14) days after service of its report pursuant to paragraph 18 herein for the purpose of setting a timetable for resolution of any unresolved disputed claims.

20. **THIS COURT ORDERS** that the Monitor may apply to this Court, at any time, for advice and directions regarding the claims process provided for herein.

GENERAL PROVISIONS

21. **THIS COURT ORDERS** that any notice or other communication to be given under this Order by a Claimant to the Monitor shall be in writing and will be sufficiently given only if delivered by facsimile transmission, personal delivery, electronic communication or prepaid mail addressed to:

The Monitor
c/o Grant Thornton Limited
Royal Bank Plaza, South Tower, 19th Floor,
Toronto, ON, M5J 2P9

Attention: Daniel Sobel
Telephone: (416) 369-7033
Fax: (416) 360-4949
Email: daniel.sobel@ca.gt.com

with a copy to

Aird & Berlis LLP
Brookfield Place. 181 Bay Street, Suite 1800
Toronto, ON, M5J 2T9

Attention: Ian Aversa
Telephone: (416) 865-3082
Fax: (416) 863-1515
Email: iaversa@airdberlis.com

Any such notice or other communication delivered by a Claimant shall be deemed to be received upon actual receipt by the Monitor thereof during normal business hours on a Business Day or, if delivered outside of normal business hours, on the next Business Day.

22. **THIS COURT ORDERS** that any notice or other communication to be given under this Order by the Monitor to a Claimant shall be addressed to the last recorded address appearing in the books and records of the Applicants, the address indicated on any security registration or in the submissions filed by the Claimant with the Monitor and will be sufficiently given only if delivered by facsimile transmission, personal delivery, electronic communication or prepaid mail. Any such notice or other communication delivered by the Monitor shall be deemed to be received upon actual receipt by the Claimant thereof during normal business hours on a Business Day or, if delivered outside of normal business hours, on the next Business Day.

ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:
JAN 16 2014

W. Ston-Lut J.

SCHEDULE "A"

PROPERTY

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: 03206-3501 (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)
11. Net sale proceeds from the sale of certain homes in the Puccini Project in the amount of $491,985.33 held in trust by Chaitons LLP pursuant to the Orders of Madam Justice Lack dated August 15, 2013 and Madam Justice Gilmore dated November 20, 2013 issued in the action commenced by Con-Drain Company (1983) Limited against certain applicants and other parties bearing Court File Number CV-13-115757-00

SCHEDULE "B"

NOTICE TO CREDITORS

NOTICE TO CREDITORS OF SILVER STREAMS HOMES INC., SILVER STREAMS HOMES (PUCCINI) INC., 2148993 ONTARIO INC., 2148990 ONTARIO INC., 2147681 ONTARIO INC. and 2147650 ONTARIO INC. (COLLECTIVELY, "SILVER STREAMS")

RE: NOTICE OF CLAIMS PROCEDURE FOR SILVER STREAMS PURSUANT TO THE COMPANIES' CREDITORS ARRANGEMENT ACT (THE "CCAA")

TAKE NOTICE that this notice is being published pursuant to an order of the Honourable Mr. Justice Wilton-Siegel of the *Ontario* Superior Court of Justice (Commercial List) dated January 16, 2014 (the "**Claims Process Order**"). Any person who believes that it has a claim against the Property (as defined in the Claims Process Order) whether as a mortgagee, construction lien claimant or otherwise, shall send the documents and information prescribed by the Claims Process Order to Grant Thornton Limited in its capacity as Court-appointed Monitor of Silver Streams (the "**Monitor**") to be received **by 5:00 p.m. (Eastern Standard Time) on February 14, 2014 (the "Claims Deadline")** or such later date as the Monitor may agree or the Court may order prior to the Claim Deadline, **failing which, the claim of such Claimant against the Property shall be extinguished and forever barred.**

A copy of the Claims Process Order is available on the Monitor's website at www.grantthornton.ca/silverstreams.

Dated at ________________ this ____ day of ____________________, 2014

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

CLAIMS PROCESS ORDER

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

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Fax: 416-218-1844

Lawyers for the Applicants

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

AFFIDAVIT OF **IMRAN JINNAH**

SWORN BEFORE ME THIS 18th DAY OF NOVEMBER, 2014

Court File No. 13-10362-00-CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

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

Applicants

AFFIDAVIT OF IMRAN JINNAH

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

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

2. I swear this affidavit in support of the Applicants' motion for an order:

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

(b) approving the Fifth Report of Grant Thornton Limited ("**GTL**") in its capacity as the Court-appointed monitor of the Applicants (the "**Monitor**") and the activities of the Monitor described therein;

(c) Approving the Fourth Report of the Monitor and the activities of the Monitor described therein; and

(d) approving the fees and disbursements of the Monitor and its counsel.

BACKGROUND AND CCAA PROCEEDING

3. The Applicants are affiliated companies owned by me. Silver Streams is a residential homebuilder in the Greater Toronto Area and is currently in the process of completing a project in Richmond Hill, Ontario referred to in these proceedings as the "**Puccini Project**". The Puccini Project is comprised of four phases. Subject to certain properties described below, the construction of the majority of Phase I, II and III homes is substantially completed. Puccini was incorporated for the purpose of selling the homes in the Puccini Project.

4. The construction of Phase IV was not commenced prior to the CCAA proceeding. 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 II are registered in the names of the numbered company Applicants. Title to the lands in Phase IV is registered in the name of a corporation affiliated with the Applicants which is not a party to these CCAA proceedings.

6. On December 17, 2013, 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. Pursuant to the Initial Order, this Court also approved a debtor-in-possession loan (the "**DIP Loan**") in an amount of $1 million and issued a priority charge against all property, assets and undertakings of the Applicants to secure all advances under the DIP Loan. An initial advance in the

amount of $425,000 was advanced by the DIP lender under the DIP Loan, $200,000 of which has now been repaid to the DIP lender. No further advances have been made under the DIP Loan.

9. 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 September 26, 2014.

10. 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**").

11. As was described in my affidavits previously filed in these proceedings, the objective of the Applicants' CCAA proceedings is to complete and sell the Puccini Homes and to pay the net sale proceeds, after payment of operating costs and the costs of these proceedings, to satisfy their creditors' claims in the priority to be determined by the Court.

12. By orders dated December 17, 2013, April 17, 2014 and August 12, 2014, the Court approved agreements of purchase and sale for the sale of eight out of ten of the Puccini Homes. Seven out of the eight transactions for the sale of the Puccini Homes have now closed, with the last home scheduled to close on September 30, 2014.

THE PUCCINI HOMES

13. Attached hereto as **Exhibit "B"** is a copy of my Affidavit (without exhibits) sworn June 19, 2014, in support of the Applicants' last stay extension motion (the "**June Affidavit**"). As described in the June Affidavit, at the time of the last stay extension motion, five out of ten Puccini Homes remained unsold.

14. Following the Applicants' last stay extension motion, the Applicants entered into agreements of purchase and sale for three additional homes: Lot 24, Phase II of the Puccini Project, Lot 1, Phase II of the Puccini Project and Lot 23, Phase III of the Puccini Project. The Applicants completed the

sale transactions for Lot 24 and Lot 1 on August 15, 2014 and September 8, 2014, respectively, in accordance with the terms of the relevant sale agreements. The transaction for the sale of Lot 23, Phase III of the Puccini Project, is not scheduled to close until September 30, 2014.

15. The following chart is a summary of the status of the Puccini Homes as at the date of this affidavit and includes updates from the Applicants' last court appearance.

	Phase	Lot Number	Summary
1	II	Lot 1	On August 12, 2014, the Court granted a vesting order in respect of this home. The sale transaction closed on September 8, 2014.
2	II	Lots 23	On August 12, 2014, the Court granted a vesting order in respect of this home. The sale transaction closed on August 15, 2014.
3	II	Lot 24	Construction is completed and the home is continued to be marketed for sale.
4	III	Lot 18	Construction has not yet commenced. It was initially anticipated that the construction of this home would commence at the same time as the construction of Phase IV. In light of the sale of Phase IV lands, it is the Applicants' intention to market Lot 18 for sale as vacant land.
5	III	Lot 19	On April 17, 2014 the Court granted a vesting order in respect of this home. The sale transaction closed on May 30, 2014.
6	III	Lot 20	On June 26, 2014, the Court granted a vesting order in respect of this home. The closing date of July 22, 2014 was extended upon the agreement of the parties to the agreement. The sale transaction closed on September 3, 2014.
7	III	Lot 22	On December 17, 2013, the Court granted a vesting order in respect of this home. The sale transaction closed on December 31, 2014
8	III	Lot 23	On August 12, 2014, the Court granted a vesting order in respect of this home. The sale transaction is scheduled to close on September 30, 2014.

9	III	Lot 24	On June 26, 2014, the Court granted a vesting order in respect of this home. The sale transaction closed on July 18, 2014.
10	III	Lot 25	On December 17, 2013, the Court granted a vesting order in respect of this home. The sale transaction closed on January 17, 2014

16. The Applicants continue to market the remaining two Puccini Homes for sale directly and by working with agents.

THE CLAIMS PROCESS

17. 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 claims against the Applicants' Property (as defined in the Claims Process Order) (the "**Claims Process**"). A copy of the Claims Process Order is attached hereto as **Exhibit "C"**.

18. Pursuant to the Claims Process Order, the Claims Process is being 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. An update on the Claims Process was provided by the Monitor in its Third Report to the Court. A copy of the Third Report without appendices is attached hereto as **Exhibit "D"**. I am advised by the Monitor, that a further update on the Claims Process will be set out in the Monitor's Fifth Report.

19. The Monitor, with the assistance of the Vetting Committee sent Notices of Allowance to the Applicants senior mortgage holders, Bank of Montreal, Home Trust Company and Foremost Financial Corporation.

20. In addition, the Monitor sent Notices of Allowance to Canada Revenue Agency with respect to its claims for source deductions with the caveat that: (a) the claims are against Silver Streams and Puccini; (b) neither Silver Streams nor Puccini holds any title in the ten lots that existed at the time of the Applicants' application under the CCAA; and (c) accordingly, the proceeds arising from the

sale of said homes are not those to which CRA's deemed trust claims against Silver Streams or Puccini attach.

21. CRA has challenged the Monitor's determination with respect to its entitlement to assert source deduction claims against the proceeds from the sale of the Puccini Homes. The motion for the resolution of this dispute is scheduled to be heard on December 3, 2014.

22. I am advised by Stephen Schwartz, a lawyer with Chaitons, that he has engaged in discussions with counsel for a number of the lien claimants to have a number of issues, including the validity of the construction lien claims registered against title to the Pucinni Project and the priority of those lien claims over certain mortgages determined by arbitration. I am further advised by Mr. Schwartz that the terms of the draft order referring the matter to arbitration have not yet been finalized.

23. On or around July 16, 2014, Foremont Drywall Inc., together with its related entities (collectively, "**Foremont**"), a drywall supplier to the Applicants, served motion materials on the Applicants in connection with a motion for an order granting leave to continue to prosecute their claims against Puccini, myself and my wife. The motion was originally scheduled for August 25, 2014. I am advised by Maya Poliak, a lawyer with Chaitons, that responding materials were served on Foremont on August 12, 2014. Following the receipt of the responding materials, Foremont requested an adjournment of the motion to permit them time to consider the responding materials. I am advised by Chaitons that Foremont's motion has been adjourned to October 16, 2014.

24. I am also advised by Mr. Schwartz that certain lien claimants have also scheduled a motion returnable on October 16, 2014, seeking leave to allow them to commence an action against the Applicants, myself personally and other parties. The claims are set out in the draft statement of claim, a true copy of which is marked as **Exhibit "E"** hereto. As at the date of this Affidavit, neither myself nor the Applicants have been served with the motion materials of the moving parties in connection with this motion for leave.

STAY EXTENSION

25. The Initial Order included a stay of proceedings as against the Applicants until and including January 16, 2014 or such later date as the Court may order. On June 26, 2014, the stay of proceedings was extended to September 26, 2014.

26. The Applicants have acted in good faith and with due diligence since their last appearance before the Court. The Applicants, among other things: (i) negotiated and entered into three additional agreements of purchase and sale; (ii) closed the sale of 4 homes since the Applicants' last stay extension motion; and (iii) continued the marketing process for the sale of the remaining two homes.

27. To minimize the ongoing costs of the CCAA proceeding, the Applicants have began to wind down their operations and expenses in the CCAA proceeding. In June, 2014, the Applicants let go of two out of their five full time employees. Furthermore, by the end of September, 2014, the Applicants will close their sale office and will further reduce their staff to two full-time and one part-time employee. Any necessary office work will be carried out by the Applicants' remaining employees from their home offices.

28. The Applicants seek an extension of the stay period to and including January 16, 2015 to allow them to: (i) close the sale of Lot 23, Phase III of the Puccini Project; (ii) complete the Claims Process; and (iii) continue the marketing process for the remaining two Puccini Homes.

29. In connection with the Applicants' request for the stay extension, the Applicants, with the assistance of the Monitor, have been working to prepare cash flow projections for the time period commencing June 17, 2014 and ending January 16, 2015. (the "**Cash Flow**"). The Cash Flow, along with the Management's Report on Cash Flow, will be appended to the Monitor's Fifth Report.

30. I swear this affidavit in support of the Applicants' motion for the relief set out herein and for no improper purpose.

SWORN before me at the City of Toronto, Province of Ontario, this 16th day of September, 2014	))))	
	)	Imran Jinnah
A Commissioner, Etc. Maya Poliak	)	

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

AFFIDAVIT OF **IMRAN JINNAH**

SWORN BEFORE ME THIS 18th DAY OF NOVEMBER, 2014

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 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: Karubaramani Uthayakumar D.O.B. (01/05/1966) S.I.N. 506 249 705
D M Y

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

Purchaser's Address: 49 Sorbonne dr, Brampton L6P1Y6
9054155354
Home Telephone | Business Telephone | Fax | Mobile/Cell | Email

VENDOR: SILVER STREAMS HOMES INC. 63 Puccini Drive, Richmond Hill, ON;
Tel No. ____________ ONHWP Builder No: ____________
DWELLING: Model ID: 3380 Sqft Model Name: MODIFIED SERENADE
Elevation: ____ Lot/Unit: 23 Block/Bldg: ____________ Phase: 2
Plan #65M-4299 Community: SYMPHONY SERIES
Municipal Address: 60 Puccini Dr Municipality: Richmond Hill
PURCHASE PRICE: ONE MILLION AND THIRTY THOUSAND Dollars
($ 1030,000.00)

DEPOSITS: The Purchaser agrees to tender on execution of this Agreement the following deposits by way of [illegible] made payable to the [illegible] 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, THE DEPOSIT HOLDER, OF CERTIFIED FUNDS

1st DEPOSIT	AMOUNT	40000.00	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: 30th day of January, 2015
(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, B1, A2 (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 9.00 P.M. on the ~~2nd~~ 3rd day of November, 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.

[signature] [signature] Nov 2/2014
WITNESS | Purchaser | Date

WITNESS | Purchaser | Date

ACCEPTANCE: Silver Streams Homes Inc. hereby accepts the Offer and its terms this 03 day of Nov., 2014.
Silver Streams Homes Inc.
PER: [signature]
Authorized Signing Officer

~~Vendor's Solicitor:~~
~~Jack Greenberg~~
~~131 Bloor? Avenue East, Suite 204~~
~~Toronto, Ontario, M4P [illegible]~~
~~Tel: 416 485-6135 Fax: 416-485-8246~~
~~jackgreenberg@greenberglawyers.ca~~
~~Standard APS [illegible]~~
Stephen Schwartz
Partner, Chaitons LLP
416-218-1132
stephen@chaitons.com

Purchaser's Solicitor:
Nathan Sritharan
305 Milner Av #309 M1B 3V4
Scarborough ON
Tel: 416 449 9766 Fax: 416-499-6534
Email:

OREA Ontario Real Estate Association

Schedule
Agreement of Purchase and Sale

Toronto Real Estate Board

This Schedule B 1 is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, Kirubayamani Uthayakumar, and

SELLER, SILVER STREAMS HOMES (PUCCINI) INC.

for the property known as 60 PUCCINI DRIVE, RICHMOND HILL, ONTARIO, L4E 2Y6

Agreement of Purchase and Sale dated

THE BUYER(S) AGREE TO: Deliver a certified cheque or bank draft to HomeLife/Cimerman Real Estate Ltd., Brokerage on account of the deposit together with this Agreement of Purchase and Sale upon acceptance of this offer. Uncertified deposits will not be accepted by the Brokerage. MADE PAYABLE TO "GRANT THORNTON IN TRUST" HOMELIFE CIMERMAN REAL ESTATE LTD. BROKERAGE WILL DELIVER THE CERTIFIED DEPOSIT TO GRANT THORNTON LLP, THE DEPOSIT HOLDER. The Deposit Holder shall not pay any interest on monies held as it does not earn any interest.

The Buyer and the Seller agree and/or acknowledge that: information provided by HomeLife Cimerman Real Estate Ltd., Brokerage (1) is not to be construed as expert legal, financial, tax, building condition, zoning, construction, environmental or other professional advice and that they have had the opportunity to consult with any such professional advisors prior to signing this Agreement; (2) that all the measurements and information provided in the MLS listing, feature sheet and any other marketing materials have been obtained through sources deemed reliable; however they have been provided for information purposes only and as such, the Brokerage does not warrant their accuracy. The Buyer is advised to verify any measurements or information upon which he or she is relying upon.

The Buyer and Seller acknowledge that the types of representation as defined in the Real Estate and Business Brokers Act, 2002 were explained prior to the execution of this Offer, and the Confirmation of Cooperation and Representation was completed prior to the Offer being signed by the Buyer and reviewed and signed by the Seller.

The parties hereto agree to allow the Listing and the Selling Brokerages to distribute and use sale related information regarding this property, including sale price before the day of closing, in future marketing materials.

Seller warrants that to the best of his knowledge the home has never been used as a marijuana grow operation or a drug laboratory.

In the event of a Mutual Release, the Buyer acknowledges that all funds will be returned after the full bank clearing period. For certified funds the period is five (5) banking days.

The Buyer and Seller hereby acknowledge that the City of Toronto has implemented a new land transfer tax on all properties purchased in the amalgamated City of Toronto. This tax is over and above the current Ontario Land Transfer Tax.

The Brokerages named in the attached Confirmation of Cooperation and Representation warrant that they have fully complied with the FINTRAC requirements for customer identification by reference to original government issued photo identification, or such other means as approved under the regulations, including name, address, date of birth, occupation and employment and have such information on file and available for inspection.

The Buyer and Seller agree that the term "Banking Days" shall mean any day, other than Saturday, or Sunday, or statutory holiday in the province of Ontario or the country of Canada.

The Seller hereby acknowledges that it may be a requirement of the Buyer's lender to have an appraiser access the subject property prior to closing. The Seller covenants and agrees to provide the appraiser representing the Buyer's lender with access to the subject property, for such purposes. Access to the property shall be deemed to include the dwelling and any outbuildings, as may be required.

This page must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): UK INITIALS OF SELLER(S):

AMENDMENT

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

BETWEEN:

SILVER STREAMS HOMES (PUCCINI) INC. (the "Vendor") and

Kirubaramani Uthayakumar (the "Purchaser")

Re: Lot 23, Block _____ Phase 2 (the "Real Property") 60 PUCCINI DRIVE

It is hereby understood and agreed between the Vendor and the Purchaser that the following additions shall be made to the Agreement of Purchase and Sale to which this Amendment is attached (the "Purchase Agreement") and except for such additions noted below, all of the terms and conditions of the Purchase Agreement shall remain as stated therein.

Notwithstanding the provisions of paragraph 52 or any other provision of the Purchase Agreement to the contrary, the Purchaser hereby acknowledges and agrees that title to the Real Property may be conveyed by way of order in form and substance acceptable to the Vendor and the Purchaser, each acting reasonably, vesting the Real Property in the name of the Purchaser or as the Purchaser may direct in writing (the "Vesting Order"). In the event that title to the Real Property is to be conveyed by way of Vesting Order, the following provisions shall apply:

1. The completion of the transaction contemplated pursuant to the Purchase Agreement (the "Closing") shall be conditional for a period of [illegible] ([illegible]) days following execution of the Purchase Agreement by both parties thereto (the "Approval Condition Date") upon the Vendor receiving an order from the appropriate court having jurisdiction (the "Court") ordering that the interests of the Vendor in the Real Property be vested in the Purchaser after satisfaction by the Purchaser of the Purchaser's obligations under the Purchase Agreement. If such condition aforesaid is not satisfied prior to the Approval Condition Date, the Purchase Agreement shall, at the Vendor's discretion, either:

   (a) be terminated by notice in writing to the Purchaser, without any penalty or liability whatsoever to the Purchaser, subject to the return of the Deposit to the Purchaser, and otherwise without cost or other compensation and each of the Vendor and the Purchaser shall be released from all other obligations hereunder; or

   (b) be extended for an additional period not exceeding thirty (30) days to allow the Vendor to continue to attempt to satisfy such condition, by notice to the Purchaser's solicitor in writing of the Vendor's election to extend prior to 5:00 p.m. on the Approval Condition Date.

2. In the event that the Vendor obtains the Vesting Order in accordance with the provisions of paragraph 1 hereof:

   (a) the contemplated transaction shall be subject to the Vesting Order provided that same shall not have been stayed and shall be in full force and effect and no order restraining or prohibiting Closing shall have been made by the Court; and

   (b) the Vendor covenants and agrees to deliver the Vesting Order to the Purchaser for registration at the Purchaser's sole cost and expense upon Closing.

3. All other provisions of the Purchase Agreement shall remain the same *mutatis mutandis*.

[illegible]

DATED this 2nd day of November 2014.

WITNESS:

N. Kinbaran
Purchaser

Purchaser

DATED this 03 day of Nov, 2014.

SILVERSTREAMS HOMES (PUCCINI) INC.

Per:
Authorized Signing Officer
I have authority to bind the Corporation

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

DEFINITIONS

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

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

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

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

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

AGREEMENT CONDITIONAL

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

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

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

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

3. In the event that any of the above conditions are not met [illegible] notice [illegible] given by the Vendor to the Purchaser, this Agreement shall become null and void and the Deposit shall be returned to the Purchaser without interest or deduction and all parties shall be relieved of any liability or responsibility [illegible].

4. The [illegible] plans, elevations and specifications of the Dwelling including architectural details and exterior finishes may be subject to approval by the Developer or the Municipality. [illegible] the Vendor may [illegible] terminate this Agreement within ten (10) days of the [illegible] of the date of this Agreement [illegible]. In that case, the Deposit shall be returned to the Purchaser without interest or deduction and this Agreement shall be at an end.

CLOSING DATE

5. Should the Purchaser request an extension of the Closing Date for any reason, and the Vendor in its sole discretion consents to such an extension to a date acceptable to the Vendor, the Purchaser agrees to pay the Vendor Three Hundred and [illegible] Dollars ($[illegible]) plus GST, as an extension fee. [illegible] In addition, the Purchaser agrees to pay a [illegible] per month [illegible] of the Purchase Price (including occupancy fees) until the closing of the transaction, to be paid on closing as an adjustment on the Statement of Adjustments.

6. The Purchaser shall be required and hereby agrees to complete the Agreement on the Closing Date if all interior work in the Dwelling is sufficiently completed [illegible] the Dwelling, the lot, and all the other lots in the subdivision, or the roads or services [illegible] the subdivision. The Purchaser agrees to close the Agreement on the Closing Date without deduction or holdback of any purchase monies [illegible] in the Dwelling and/or the lot [illegible] the services and amenities of the subdivision are not started or not completed.

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

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

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

PURCHASE PRICE, DEPOSITS AND ADJUSTMENTS

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

GST: HST (U) HST

11. The Purchaser acknowledges and agrees that the Purchase Price already includes a component equivalent to the federal goods and services tax payable with respect to this purchase and sale transaction (the "GST"). [illegible] rebate(s) [illegible] pursuant to Section 254 or section 256.2 of the *Excise Tax Act* (Canada) R.S.C. 1985, as amended (the "Rebate"). In connection with the Rebate:

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

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

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

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

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

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

(U) (CLB)

DEPOSIT

12. The Deposit or Deposits paid hereunder are [illegible] deemed to be deposit monies only, and not partial payments. Default in payment of any amount payable [illegible] [illegible] twenty (20%) percent per annum, calculated daily, not in advance until paid.

ADJUSTMENTS

13. The Purchase Price shall be increased [illegible] as of Closing and deposits shall be paid on Closing as follows:

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

(b) realty taxes [illegible]

(c) [illegible]

(d) where applicable, an administration fee of One Hundred and Twenty-Five Dollars ($125.00) for any cheque tendered by the Purchaser pursuant to this Agreement [illegible] Purchaser for any reason;

The Closing Date [illegible] and such charge shall [illegible]

CHATTELS AND RETAIL SALES TAX

14. The Purchaser acknowledges that [illegible] Vendor.

HYDRO, WATER AND GAS

15. The Purchaser agrees to take all necessary steps to [illegible] immediately on Closing [illegible] the local gas or hot water tank supplier [illegible]

EXTRAS AND UPGRADES

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

(b) If an extra or upgrade paid for by the Purchaser is omitted by the Vendor for any reason, the Purchaser shall be credited with the amount which the Purchaser was charged [illegible] the Vendor's liability.

(c) The Purchaser acknowledges that [illegible]

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

CONSTRUCTION OF DWELLING

17. The Vendor [illegible] with the plans and specifications available for viewing by the Purchaser at the Vendor's sales office [illegible] Ontario Building Code [illegible] or alteration shall not materially diminish the value of the Real Property or substantially alter the Dwelling.

18. The Purchaser acknowledges that the model homes, if any, are for public display purposes only, and that some or all of the features and upgrades contained therein may not be included in the Dwelling [illegible] Purchaser further acknowledges that the layout of the Dwelling may deviate from the floor plan [illegible] model home.

19. The Purchaser acknowledges that (a) the area or dimensions of the Dwelling to be constructed on the Real Property, as may be set out in this Agreement [illegible] any claim for any adjustment to the Purchase Price resulting from such variances either before or after Closing.

20. The Purchaser acknowledges being advised that:

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

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

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

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

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

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

ΦR LLK

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

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

SELECTIONS

24. [illegible]

25. The Purchaser acknowledges that in the manufacture of [illegible] [illegible]

EXTERIOR ELEVATIONS

26. The Purchaser acknowledges that the architectural control of external elevations, driveway [illegible] [illegible]

27. In addition to, and without limiting the generality of the foregoing, the Purchaser acknowledges that it may not be possible to construct the Dwelling with a [illegible] [illegible]

28. The Vendor shall have the right, in its sole discretion, to construct the Dwelling [illegible] [illegible]

29. The Purchaser acknowledges that [illegible] [illegible]

GRADING

30. The Purchaser acknowledges that [illegible] [illegible]

31. Where sidewalks are to be installed in front of the Real Property, the Purchaser is advised that the Vendor or the Developer, as the case may be, shall be [illegible] [illegible]

32. Until all conditions with respect to the development [illegible] [illegible]

33. In the event that any additions and/or improvements to the Real Property [illegible] [illegible]

34. The Purchaser covenants and agrees to indemnify and save harmless the Vendor for any amount which the Vendor may be obliged to pay for damage caused by the Purchaser [illegible] [illegible]

35. The Purchaser covenants that he/she will not at any time before or after the Closing, without the prior written consent of the Vendor and the Developer, interfere with [illegible] [illegible]

36. The Purchaser further acknowledges that [illegible] [illegible]

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

RE-ENTRY FOR GRADING

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

CW

approved by the Municipality [illegible] may be necessary for the Vendor, or the Developer, as the case may be, in order to comply with [illegible] the Real Property [illegible] of the lots on the plan. The Purchaser further [illegible]

MUNICIPAL AND OTHER MATTERS

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

(a) The Purchaser [illegible] Closing [illegible]

(b) The Purchaser further agrees [illegible] Vendor or Purchaser [illegible] or body.

40. The Purchaser is notified that although [illegible]

41. The Purchaser [illegible]

42. The Purchaser agrees that he will not [illegible] by the Vendor and/or the Developer [illegible] thereto.

MAINTENANCE OF SOD AND LANDSCAPING

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

(a) The Purchaser [illegible] Property [illegible]

(b) The Purchaser [illegible]

TARION PRE-DELIVERY INSPECTION AND WARRANTY

44. The Vendor [illegible] Information Package and Pre-Delivery Inspection Form (the "PDI Form") available from the Tarion Warranty Corporation [illegible]

45. Prior to the Closing Date [illegible] of the Real Property [illegible]

46. The Tarion Warranty shall [illegible]

TITLE

47. Title to the Real Property shall be good and free from all encumbrances except [illegible]

48. [illegible] Real Property.

49. The Purchaser shall be allowed until thirty (30) days before the Closing Date to examine the title at his own expense [illegible] the Vendor.

PRIOR MORTGAGES

50. Title to the Real Property [illegible] Closing. The Purchaser agrees to accept the Vendor's [illegible]

(a) a written statement from the mortgagee of the amount required to be paid to obtain a discharge of the Real Property; and

(b) [illegible]

(c) [illegible]

(d) [illegible]

RISK

51. The Dwelling shall remain at the Vendor's risk until Closing. [illegible]

TRANSFER

52. The transfer shall be prepared by the Vendor's [illegible] Purchaser as such.

NON-ASSIGNABLE

53. This Agreement is personal to the Purchaser and may not be assigned [illegible]

RESIDENCY

54. The Vendor represents that it is not a non-resident for the purposes of section 116 of the Income Tax Act, Canada, and that spousal consent is not necessary [illegible] Family Law Act.

NO REGISTRATION

55. The Purchaser acknowledges that [illegible]

CLOSING TENDER

56. The parties [illegible]

57. The Purchaser agrees that [illegible]

ELECTRONIC REGISTRATION

58. If electronic registration [illegible] the following terms and conditions shall form part of this Agreement:

(a) The Purchaser shall retain a solicitor in good standing with the Law Society of Upper Canada to represent the Purchaser with respect to this Agreement;

(b) [illegible]

(c) [illegible]

(d) [illegible]

(e) [illegible]

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

59. For the purposes of [illegible]

(a) [illegible]

(b) [illegible]

(c) any financial institution(s) providing (or wishing to provide) mortgage financing, banking and/or other financial or related services to the Purchaser and/or members of the Purchaser's family), including without limitation the Vendor's construction lender(s), the project monitor, the Vendor's designated [illegible] [illegible] in connection with the development and/or construction financing of this subdivision and/or the financing of the Purchaser's acquisition of the Property from the Vendor;

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

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

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

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

(h) the Canada Revenue Agency, [illegible] information [illegible] the Purchaser's social insurance number or business registration number (as the case may be), as required by Regulation [illegible] of the Income Tax Act, R.S.C. 1985, as amended;

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

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

Privacy Officer: [require name to be provided]

NOTICE

60. Any notice required to be given, pursuant to this Agreement to the Purchaser may either be delivered personally or be sent by prepaid mail or facsimile [illegible] [illegible] personally or by facsimile.

SUCCESSION

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

DEFAULT

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

WHOLE AGREEMENT

63. The parties acknowledge that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Real Property except as contained in this Agreement. Any statement or representation made by [illegible] shall not be legally binding upon the Vendor unless contained in this Agreement. This Agreement may not be amended other than in writing.

INTERPRETATION

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

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

Noise Warnings

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

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

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

Encroachments

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

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

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

OUTSTANDING EXTERIOR FEATURES

1. Brick or color scheme, [illegible] controlled by the city, [illegible]
2. Various Material Elevations with Brick, Stone & Stucco Combinations.
3. Structural wood [illegible] brick masonry joints, as per design.
4. Corner houses [illegible]
5. [illegible]
6. Double car garages [illegible]
7. Double glazed [illegible] Energy Star Rated.
8. 9 ft. high main floor ceilings [illegible] standard.
9. Quality painted metal [illegible] with dead bolt lock.
10. Side entrances [illegible] as per design.
11. Wall mounted weather proof [illegible]
12. High quality 25 year [illegible] roof shingles.
13. Quality [illegible] garage doors [illegible]
14. Fully sodded [illegible] by-laws and landscaping design.
15. Two (2) exterior water taps, [illegible] the garage at the front of the house.

EXCEPTIONAL INTERIOR FEATURES

16. Home office and Den on main floor [illegible] Models, as per design.
17. Large family rooms with [illegible] Kitchens.
18. 9 feet high [illegible]
19. [illegible] various designs.
20. Elegant Natural [illegible] Oak Hardwood [illegible] from first to second floor with 3" wide [illegible] handrails in natural oak finish.
21. Solid Oak 3" wide Hardwood flooring on the main floor [illegible] excluding Tiled areas & [illegible] bedrooms as per plan.
22. Efficient [illegible] home offices, [illegible] garages and side entrances as per design.
23. Kitchen/Bath rooms, Powder Room and Laundry Room finished in eggshell for ease of maintenance.
24. Master bedroom complete with ensuite and walk-in closets, as per designs.
25. Shelving in all closets and linen closets.
26. Direct vent [illegible] gas fireplace [illegible] family rooms as per drawings along with [illegible]
27. All ceilings [illegible] sprayed (except Kitchens and bathrooms).
28. [illegible] as per design.
29. [illegible] all doors and windows.
30. [illegible] as per design.
31. [illegible] where applicable as shown on plans.
32. [illegible] handles.
33. Trimmed and [illegible] as per builder samples.
34. [illegible]
35. [illegible]
36. Cold cellar [illegible] light and natural vent.
37. Rough-in 3 piece (drain pipes only) for washroom in basement, as per plan.
38. All drywall applied with screws [illegible] minimum number of nails.

ELEGANT DESIGNER KITCHENS

39. Exclusively Designed Kitchens [illegible]
10. Kitchen [illegible]

CL

41. Formica and "Arborite" counter tops in eye-catching colours, available for well-designed optional [illegible] counter tops.

42. Double stainless steel sink with pull-out faucets by Moen or Delta.

43. [illegible]

44. [illegible]

45. Rough-in Electrical and Plumbing for [illegible] with open space in lower cabinetry.

46. Electrical outlets in the kitchen [illegible] range [illegible] and [illegible].

47. Electrical outlets at counter top level for small appliances.

BEAUTIFUL BATHROOMS

48. [illegible] with glass door and marble threshold.

49. Two (2) [illegible] Mirrors and wall lights with quality bathroom fixtures.

50. Elegant [illegible] in [illegible] and [illegible] fixtures.

51. Deep soaker tubs with ceramic tile backsplash, as per design.

52. Moen or Delta faucets [illegible] in vanity sinks.

53. Choice of colour and style of cabinetry from builder's quality samples.

54. Imported 8" x 10" ceramic tiles in all [illegible] up to ceiling, [illegible].

55. Bathroom accessories [illegible]. Ceramic tile area around bath tub to have [illegible] board.

56. Standard bathroom plumbing fixtures in chrome or as per builder's standard.

57. Pressure balance temperature control valves by "[illegible]" or similar design in all showers.

58. Ground fault interrupter (GFI) protection in all bathrooms & powder room.

59. Exhaust fans vented to the outside in all bathrooms & powder room.

60. Privacy door locks on all bathrooms.

LAUNDRY FEATURES

61. Single basin laundry tub with 2 supplies (rough in) [illegible] hot and cold water faucets in the laundry area.

62. Optional over head cabinets in the laundry room for storage purposes, as per design.

FABULOUS FLOORINGS

63. Choice of imported 13" x 13" or 12" x 12" ceramic floor tiles in foyer, kitchen, and powder room [illegible] with [illegible] 5/8" plywood sub-floor.

64. Quality imported ceramic tiles in bathrooms and main floor laundry rooms.

65. [illegible]

66. Marble [illegible] flooring.

QUALITY CONSTRUCTION

67. Poured and Reinforced Concrete Basement Walls with Heavy Duty Damp Proofing, Drainage Membrane, [illegible] Boards.

68. Engineered floors [illegible].

69. Structurally sound 2" x 6" exterior wall construction with R20 insulation value.

70. [illegible] walls and ceilings of drywall construction.

71. R40 [illegible] as per OBC specifications.

72. Caulking and weather stripping [illegible] door and [illegible] doors.

73. Spray foam insulation [illegible] second floor livable areas.

74. All windows [illegible].

75. Sub-flooring [illegible] and glued.

76. Variations [illegible] in colour, [illegible], wall and floor finishes.

77. Purchasers [illegible] from Vendor's sample [illegible] availability and [illegible].

78. The vendor shall be entitled to [illegible] the house [illegible] being [illegible] due to [illegible] / city requirements.

SECURITY/ENERGY SAVING & OTHER FEATURES

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

CUB

80. White Decora plugs and Switches through out as per vendors Standard specification.
81. Electric door chime [illegible] Button at the entrance door.
82. Hardwired smoke detectors on each floor and one CO detector.
83. Optional Rough-in for Security [illegible]
84. [illegible] in "Open Home" [illegible]
85. Pre-wired for telephone & CABLE TV [illegible] (Cable & telephone wired to family room / great room / bedrooms).
86. Interior light fixtures through out including all bedrooms.
87. Familyroom / Great room and Living room to have switched wall outlets.
88. Ceiling mounted light fixtures.
89. Three (3) electrical ceiling outlets (110 V) in each garage. [illegible] for each future garage door opener and [illegible] on the wall for [illegible] vacuum [illegible]
90. Thermostat to be centrally located on main floor.
91. High efficiency [illegible] elements. [illegible]
92. Ducting [illegible] air conditioning.

WARRANTY

The Ontario New Home Warranty Program (ONHWP) (TARION) will [illegible]

Silver Stream Homes [illegible] the following guarantees.

- Free from major structural defects for seven years.
- Free from defects in workmanship for two years on electrical, plumbing, heating distribution systems and all exterior cladding, caulking and doors.
- Homes will be professionally duct cleaned prior to handover to customers.
- The home is free from defects in workmanship and materials for 1 year.
- Specifications are subject to change without notice. [illegible] February 2006.
- All plans, elevations, specifications and dimensions are subject to modifications and change from time to time [illegible] according to the Ontario Building Code (OBC), Town of Richmond Hill, Architectural Review Consultant and Municipal Zoning By-law requirements.
- All windows, openings, [illegible] are as [illegible] and governed by the Architectural control [illegible]

[illegible]

Abbreviations used:

ID Interior Designer

GO Ground [illegible]

OBC Ontario Building Code

GFI Ground Fault Interrupter

ONHWP Ontario New Home Warranty Program

UK

SILVER STREAMS HOMES
SCHEDULE "D" – ELEVATION and EXTRAS

Lot #: 23 Plan#: 65M-4248 Model: 3780 SQFT Elevation: ______

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

Product Code	Description	Cost

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

1. This Agreement is conditional upon the Purchaser obtaining [illegible] lending institution to complete this Agreement within 10 banking days of the acceptance of this Agreement by the Vendor.

For the purposes of this Schedule:

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

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

(c) "banking day" means all days excluding Saturdays, Sundays, public holidays or days when any one of the 5 largest Chartered Banks is not open for business.

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

3. The Purchaser is not released by the Vendor from this Agreement [illegible] this condition unless the Purchaser delivers a notice in writing on [illegible] banking days [illegible] of this Agreement [illegible] the Agreement is terminated [illegible] financing is not available, [illegible] from the lending institution confirming that financing as required by this Schedule is not available.

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

U K

SILVER STREAMS HOMES

SCHEDULE "F" - AGREEMENT CONDITIONAL ON SOLICITOR'S APPROVAL

1. This Agreement is conditional upon approval by the Purchaser's Solicitor of the terms of this Agreement by the 5th day of November (hereinafter the "Condition Expiry Date"), failing which this Agreement will become null and void and the Purchaser's deposit(s) will be returned to Purchaser in full without penalty or interest, and neither party will have any claim against the other or the agent.

2. This condition is for the sole benefit of the Purchaser and may be waived by the Purchaser prior to the expiry of the Condition Expiry Period by giving notice to the Vendor in writing.

3. The Purchaser is not entitled to terminate this Agreement without liability pursuant to this condition unless the Purchaser delivers notice in writing no later than the Condition Expiry Date stating that the Agreement is to terminate without liability because the Purchaser has not obtained approval by the Purchaser's Solicitor of the terms of this Agreement.

4. In the event that the Purchaser does not deliver a notice or the Vendor does not receive such notice on or before the Condition Expiry Date then the condition contained within this Schedule will be deemed to be waived by the Purchaser and the Agreement of Purchase and Sale will become firm and binding.

U.K

SCHEDULE "G"

TARION

Freehold Form
(Tentative Closing Date)

Property 60 [illegible] DRIVE
RICHMOND HILL, ONT
L4E 2T6

Statement of Critical Dates
Delayed Closing Warranty

This Statement of Critical Dates forms part of the Addendum to which it is attached, which in turn forms part of the agreement of purchase and sale between the Vendor and the Purchaser relating to the Property. The Vendor must complete all blanks set out below. Both the Vendor and Purchaser must sign this page. NOTE TO HOME BUYERS: [illegible] for important information about all of Tarion's warranties including the Delayed Closing Warranty, the Pre-Delivery Inspection and other matters of interest to new home buyers. [illegible] Homeowner Information Package which is [illegible] strongly recommended [illegible] calculator which will assist you in confirming the various Critical Dates related to the Closing of your purchase.

VENDOR Silver Streams Homes Inc
Full Name(s)

PURCHASER Kirubaramani Uthayakumar
Full Name(s)

U.K

UK

1. Critical Dates

The First Tentative Closing Date, which is the date that the Vendor anticipates the home will be completed and ready to move in, is: the 31 day of January, 2015

A Second Tentative Closing Date can subsequently be set by the Vendor by giving proper written notice at least 90 days before the First Tentative Closing Date. The Second Tentative Closing Date can be up to 120 days after the First Tentative Closing Date, and so could be as late as: the ___ day of ________, 20__.

The Vendor must set a Firm Closing Date by giving proper written notice at least 90 days before the Second Tentative Closing Date. The Firm Closing Date can be up to 120 days after the Second Tentative Closing Date, and so could be as late as: the ___ day of ________, 20__.

If the Vendor cannot close by the Firm Closing Date, then the Purchaser is entitled to delayed closing compensation (see section 7 of the Addendum) and the Vendor must set a Delayed Closing Date.

The Vendor can set a Delayed Closing Date that is up to 365 days after the earlier of the Second Tentative Closing Date and the Firm Closing Date. This Outside Closing Date could be as late as: the ___ day of ________, 20__.

2. Notice Period for a Delay of Closing

Changing a Closing date requires proper written notice. The Vendor, without the Purchaser's consent, may delay Closing twice by up to 120 days each time by setting a Second Tentative Closing Date and then a Firm Closing Date in accordance with section 1 of the Addendum but no later than the Outside Closing Date.

Notice of a delay beyond the First Tentative Closing Date must be given no later than: the ___ day of ________, 20__.
(i.e., at least 90 days before the First Tentative Closing Date), or else the First Tentative Closing Date automatically becomes the Firm Closing Date.

Notice of a second delay in Closing must be given no later than: the ___ day of ________, 20__.
(i.e., at least 90 days before the Second Tentative Closing Date), or else the Second Tentative Closing Date becomes the Firm Closing Date.

3. Purchaser's Termination Period

If the purchase of the home is not completed by the Outside Closing Date, then the Purchaser can terminate the transaction during a period of 30 days thereafter (the "Purchaser's Termination Period"), which period, unless extended by mutual agreement, will end on: the ___ day of ________, 20__.

If the Purchaser terminates the transaction during the Purchaser's Termination Period, then the Purchaser is entitled to delayed closing compensation and to a full refund of all monies paid plus interest (see sections 7, 10 and 11 of the Addendum).

Note: Any time a Critical Date is set or changed as permitted in the Addendum, other Critical Dates may change as well. At any given time the parties must refer to the most recent revised Statement of Critical Dates, or agreement or written notice that sets a Critical Date, and calculate revised Critical Dates using the formulas contained in the Addendum. Critical Dates can also change if there are unavoidable delays (see section 5 of the Addendum).

Acknowledged this 3 day of NOV, 2014.

VENDOR: [signature]

PURCHASER: U Kirubaramani [signature]

TARION

Freehold Form
(Tentative Closing Date)

Addendum to Agreement of Purchase and Sale
Delayed Closing Warranty

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

Tarion recommends that Purchasers register on Tarion's MyHome on-line portal and visit Tarion's website – tarion.com, to better understand their rights and obligations under the statutory warranties.

The Vendor shall complete all blanks set out below.

VENDOR
Silver Streams Homes Inc
Full Name(s)
34331
Tarion Registration Number
P.O. Box # 30534 - 10660 Yonge ST
Address
Phone
Richmond Hill ONT L4C 0C7
City Province Postal Code
Fax
Email*

PURCHASER
Kirubaramani Uthayakumar
Full Name(s)
49 Sorbonne dr Brampton L6P 1Y4
Address City Province Postal Code
905-915-3554
Phone
905-471-7441
Fax Email*

PROPERTY DESCRIPTION
60 [illegible] DRIVE
Municipal Address
Richmond Hill ONT L4E 2L6
City Province Postal Code
Plan 65M-4299, Lot 23
Short Legal Description

Number of Homes in the Freehold Project ________ (if applicable – see Schedule A)

INFORMATION REGARDING THE PROPERTY

The Vendor confirms that:

(a) The Property is within a plan of subdivision or a proposed plan of subdivision. ☑ Yes ○ No
If yes, the plan of subdivision is registered. ☑ Yes ○ No
If the plan of subdivision is not registered, approval of the draft plan of subdivision has been given. ○ Yes ○ No
(b) The Vendor has received confirmation from the relevant government authorities that there is sufficient:
(i) water capacity; and (ii) sewage capacity to service the Property. ☑ Yes ○ No

If yes, the nature of the confirmation is as follows: ________

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

(c) A building permit has been issued for the Property. ○ Yes ○ No
(d) Commencement of Construction: ○ has occurred; or ○ is expected to occur by the ___ day of ______, 20__.

The Vendor shall give written notice to the Purchaser within 10 days after the actual date of Commencement of Construction.

*Note: Since important notices will be sent to this address, it is essential that you ensure that a reliable email address is provided and that your computer settings permit receipt of notices from the Vendor.

TARION

Freehold Form
(Tentative Closing Date)

SETTING AND CHANGING CRITICAL DATES

1. Setting Tentative Closing Dates and the Firm Closing Date

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

(b) First Tentative Closing Date: The Vendor shall identify the First Tentative Closing Date in the Statement of Critical Dates attached to this Addendum at the time the Purchase Agreement is signed.

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

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

(e) Notice: Any notice given by the Vendor under paragraphs (c) and (d) above, must set out the stipulated Critical Date, as applicable.

2. Changing the Firm Closing Date – Three Ways

(a) The Firm Closing Date, once set or deemed to be set in accordance with section 1, can be changed only:
  (i) by the Vendor setting a Delayed Closing Date in accordance with section 3;
  (ii) by the mutual written agreement of the Vendor and Purchaser in accordance with section 4; or
  (iii) as the result of an Unavoidable Delay of which proper written notice is given in accordance with section 5.

(b) If a new Firm Closing Date is set in accordance with section 3, 4 or 5, then the new date is the "Firm Closing Date" for all purposes in this Addendum.

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

(a) If the Vendor cannot Close on the Firm Closing Date and sections 4 and 5 do not apply, the Vendor shall select and give written notice to the Purchaser of a Delayed Closing Date in accordance with this section, and delayed closing compensation is payable in accordance with section 7.

(b) The Delayed Closing Date may be any Business Day after the date the Purchaser receives written notice of the Delayed Closing Date but not later than the Outside Closing Date.

(c) The Vendor shall give written notice to the Purchaser of the Delayed Closing Date as soon as the Vendor knows that it will be unable to Close on the Firm Closing Date, and in any event at least 10 days before the Firm Closing Date, failing which delayed closing compensation is payable from the date that is 10 days before the Firm Closing Date, in accordance with paragraph 7(c). If notice of a new Delayed Closing Date is not given by the Vendor before the Firm Closing Date, then the new Delayed Closing Date shall be deemed to be the date which is 90 days after the Firm Closing Date.

(d) After the Delayed Closing Date is set, if the Vendor cannot Close on the Delayed Closing Date, the Vendor shall select and give written notice to the Purchaser of a new Delayed Closing Date, unless the delay arises due to Unavoidable Delay under section 5 or is mutually agreed upon under section 4, in which case the requirements of those sections must be met. Paragraphs (b) and (c) above apply with respect to the setting of the new Delayed Closing Date.

(e) Nothing in this section affects the right of the Purchaser or Vendor to terminate the Purchase Agreement on the bases set out in section 10.

4. Changing Critical Dates – By Mutual Agreement

(a) This Addendum sets out a framework for setting, extending and/or accelerating Critical Dates, which cannot be altered contractually except as set out in this section 4. Any amendment not in accordance with this section is voidable at the option of the Purchaser.

(b) The Vendor and Purchaser may at any time, after signing the Purchase Agreement, mutually agree in writing to accelerate or extend any of the Critical Dates. Any amendment which accelerates or extends any of the Critical Dates must include the following provisions:

  (i) the Purchaser and Vendor agree that the amendment is entirely voluntary – the Purchaser has no obligation to sign the amendment and each understands that the purchase transaction will still be valid if the Purchaser does not sign this amendment;
  (ii) the amendment includes a revised Statement of Critical Dates which replaces the previous Statement of Critical Dates;
  (iii) the Purchaser acknowledges that the amendment may affect delayed closing compensation payable; and

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

i. disclose to the Purchaser that the signing of the amendment may result in the loss of delayed closing compensation as described in section 7;
ii. unless there is an express waiver of compensation, describe in reasonable detail the cash amount, goods, services, or other consideration which the Purchaser accepts as compensation; and
iii. contain a statement by the Purchaser that the Purchaser waives compensation or accepts the compensation referred to in clause ii above, in either case in full satisfaction of any delayed closing compensation payable by the Vendor for the period up to the new Firm Closing Date or Delayed Closing Date.

If the Purchaser for his or her own purposes requests a change of the Firm Closing Date or the Delayed Closing Date, then subparagraphs (b)(i), (iii) and (iv) above shall not apply.

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

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

5. Extending Dates – Due to Unavoidable Delay

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

(b) If the Vendor wishes to extend Critical Dates on account of Unavoidable Delay, the Vendor shall provide written notice to the Purchaser setting out a brief description of the Unavoidable Delay, and an estimate of the duration of the delay. Once the Vendor knows or ought reasonably to know that an Unavoidable Delay has commenced, the Vendor shall provide written notice to the Purchaser by the earlier of: 20 days thereafter; and the next Critical Date.

(c) As soon as reasonably possible, and no later than 20 days after the Vendor knows or ought reasonably to know that an Unavoidable Delay has concluded, the Vendor shall provide written notice to the Purchaser setting out a brief description of the Unavoidable Delay, identifying the date of its conclusion, and setting new Critical Dates. The new Critical Dates are calculated by adding to the then next Critical Date the number of days of the Unavoidable Delay Period (the other Critical Dates changing accordingly), provided that the Firm Closing Date or Delayed Closing Date, as the case may be, must be at least 10 days after the day of giving notice unless the parties agree otherwise. Either the Vendor or the Purchaser may request in writing an earlier Firm Closing Date or Delayed Closing Date, and the other party's consent to the earlier date shall not be unreasonably withheld.

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

(e) Any notice setting new Critical Dates given by the Vendor under this section shall include an updated revised Statement of Critical Dates.

EARLY TERMINATION CONDITIONS

6. Early Termination Conditions

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

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

(c) The Vendor confirms that this Purchase Agreement is subject to Early Termination Conditions that, if not satisfied (or waived, if applicable), may result in the termination of the Purchase Agreement. ☐ Yes ☐ No

(d) If the answer in (c) above is "Yes", then the Early Termination Conditions are as follows. The obligation of each of the Purchaser and Vendor to complete this purchase and sale transaction is subject to satisfaction (or waiver, if applicable) of the following conditions and any such conditions set out in an appendix headed "Early Termination Conditions":

Condition #1 (if applicable)
Description of the Early Termination Condition:

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

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

Condition #2 (if applicable)
Description of the Early Termination Condition:

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

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

The date for satisfaction of any Early Termination Condition may be changed by mutual agreement provided in all cases it is set at least 90 days before the First Tentative Closing Date, and will be deemed to be 90 days before the First Tentative Closing Date if no date is specified or if the date specified is later than 90 days before the First Tentative Closing Date. This time limitation does not apply to the condition in subparagraph 1(b)(iv) of Schedule A which must be satisfied or waived by the Vendor within 60 days following the later of: (A) the signing of the Purchase Agreement; and (B) the satisfaction or waiver by the Purchaser of a Purchaser financing condition permitted under paragraph (l) below.

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

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

(f) The Vendor agrees to take all commercially reasonable steps within its power to satisfy the Early Termination Conditions identified in subparagraph (d) above.

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

- (i) conditions in paragraph 1(a) of Schedule A may not be waived by either party;
- (ii) the Vendor shall provide written notice not later than five (5) Business Days after the date specified for satisfaction of a condition that: (A) the condition has been satisfied; or (B) the condition has not been satisfied (together with reasonable details and backup materials) and that as a result the Purchase Agreement is terminated; and
- (iii) if notice is not provided as required by subparagraph (ii) above then the condition is deemed not satisfied and the Purchase Agreement is terminated.

(h) For conditions under paragraph 1(b) of Schedule A the following applies:

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

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

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

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

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

UB

MAKING A COMPENSATION CLAIM

7. Delayed Closing Compensation

(a) The Vendor warrants to the Purchaser that, if Closing is delayed beyond the Firm Closing Date (other than by mutual agreement or as a result of Unavoidable Delay as permitted under sections 4 and 5), then the Vendor shall compensate the Purchaser up to a total amount of $7,500, which amount includes: (i) payment to the Purchaser of a set amount of $150 a day for living expenses for each day of delay until the date of Closing or the date of termination of the Purchase Agreement, as applicable under paragraph (b) below; and (ii) any other expenses (supported by receipts) incurred by the Purchaser due to the delay.

(b) Delayed closing compensation is payable only if: (i) Closing occurs; or (ii) the Purchase Agreement is terminated or deemed to have been terminated under paragraph 10(b) of this Addendum. Delayed closing compensation is payable only if the Purchaser's claim is made to Tarion in writing within one (1) year after Closing, or after termination of the Purchase Agreement, as the case may be, and otherwise in accordance with this Addendum. Compensation claims are subject to any further conditions set out in the ONHWP Act.

(c) If the Vendor gives written notice of a Delayed Closing Date to the Purchaser less than 10 days before the Firm Closing Date, contrary to the requirements of paragraph 3(c), then delayed closing compensation is payable from the date that is 10 days before the Firm Closing Date.

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

(e) If delayed closing compensation is payable, the Purchaser may make a claim to the Vendor for that compensation after Closing or after termination of the Purchase Agreement, as the case may be, and shall include all receipts (apart from living expenses) which evidence any part of the Purchaser's claim. The Vendor shall assess the Purchaser's claim by determining the amount of delayed closing compensation payable based on the rules set out in section 7 and the receipts provided by the Purchaser, and the Vendor shall promptly provide that assessment information to the Purchaser. The Purchaser and the Vendor shall use reasonable efforts to settle the claim and when the claim is settled, the Vendor shall prepare an acknowledgement signed by both parties which:

(i) includes the Vendor's assessment of the delayed closing compensation payable;
(ii) describes in reasonable detail the cash amount, goods, services, or other consideration which the Purchaser accepts as compensation (the "Compensation"), if any; and
(iii) contains a statement by the Purchaser that the Purchaser accepts the Compensation in full satisfaction of any delay compensation payable by the Vendor.

(f) If the Vendor and Purchaser cannot agree as contemplated in paragraph 7(e), then to make a claim to Tarion the Purchaser must file a claim with Tarion in writing within one (1) year after Closing. A claim may also be made and the same rules apply if the sale transaction is terminated under paragraph 10(b), in which case, the deadline for a claim is one (1) year after termination.

8. Adjustments to Purchase Price

Only the items set out in Schedule B (or an amendment to Schedule B), shall be the subject of adjustment or change to the purchase price or the balance due on Closing. The Vendor agrees that it shall not charge as an adjustment or readjustment to the purchase price of the home, any reimbursement for a sum paid or payable by the Vendor to a third party unless the sum is ultimately paid to a third party either before or after Closing. If the Vendor charges an amount in contravention of the preceding sentence, the Vendor shall forthwith readjust with the Purchaser. This section shall not restrict or prohibit payments for items disclosed in Part I of Schedule B which have a fixed fee, nor shall it restrict or prohibit the parties from agreeing on how to allocate as between them any rebates, refunds or incentives provided by the federal government, a provincial or municipal government or an agency of any such government, before or after Closing.

MISCELLANEOUS

9. Ontario Building Code – Conditions of Closing

(a) On or before Closing, the Vendor shall deliver to the Purchaser:
(i) an Occupancy Permit (as defined in paragraph (d)) for the home; or
(ii) if an Occupancy Permit is not required under the Building Code, a signed written confirmation by the Vendor that all conditions of occupancy under the Building Code have been fulfilled and occupancy is permitted under the Building Code.

(b) Notwithstanding the requirements of paragraph (a), to the extent that the Purchaser and the Vendor agree that the Purchaser shall be responsible for one or more prerequisites to obtaining permission for occupancy under the Building Code, (the "Purchaser Occupancy Obligations"):

(i) the Purchaser shall not be entitled to delayed closing compensation if the reason for the delay is that the Purchaser Occupancy Obligations have not been completed;
(ii) the Vendor shall deliver to the Purchaser, upon fulfilling all prerequisites to obtaining permission for occupancy under the Building Code (other than the Purchaser Occupancy Obligations), a signed written confirmation that the Vendor has fulfilled such prerequisites; and
(iii) if the Purchaser and Vendor have agreed that such prerequisites (other than the Purchaser Occupancy Obligations) are to be fulfilled prior to Closing, then the Vendor shall provide the signed written confirmation required by subparagraph (ii) at or before the date of Closing.

(c) If the Vendor cannot satisfy the requirements of paragraph (a) or subparagraph (b)(ii), the Vendor shall set a Delayed Closing Date (or new Delayed Closing Date) on a date that the Vendor reasonably expects to have satisfied the requirements of paragraph (a) or subparagraph (b)(ii), as the case may be. In setting the Delayed Closing Date (or new Delayed Closing Date), the Vendor shall comply with the requirements of section 5, and delayed closing compensation shall be payable in accordance with section 7. Despite the foregoing, delayed closing compensation shall not be payable for a delay under this paragraph (c) if the inability to satisfy the requirements of subparagraph (b)(ii) above is because the Purchaser has failed to satisfy the Purchaser Occupancy Obligations.

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

10. Termination of the Purchase Agreement

(a) The Vendor and the Purchaser may terminate the Purchase Agreement by mutual written agreement. Such written mutual agreement may specify how monies paid by the Purchaser, including deposit(s) and monies for upgrades and extras are to be allocated if not repaid in full.

(b) If for any reason (other than breach of contract by the Purchaser) Closing has not occurred by the Outside Closing Date, then the Purchaser has 30 days to terminate the Purchase Agreement by written notice to the Vendor. If the Purchaser does not provide written notice of termination within such 30-day period, then the Purchase Agreement shall continue to be binding on both parties and the Delayed Closing Date shall be the date set under paragraph 5(c), regardless of whether such date is beyond the Outside Closing Date.

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

(d) The Purchase Agreement may be terminated in accordance with the provisions of section 8.

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

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

11. Refund of Monies Paid on Termination

(a) If the Purchase Agreement is terminated (other than as a result of breach of contract by the Purchaser), then unless there is agreement to the contrary under paragraph 10(a), the Vendor shall refund all monies paid by the Purchaser including deposit(s) and monies for upgrades and extras, within 10 days of such termination, with interest from the date each amount was paid to the Vendor to the date of refund to the Purchaser. The Purchaser cannot be compelled by the Vendor to execute a release of the Vendor as a prerequisite to obtaining the refund of monies payable as a result of termination of the Purchase Agreement under this paragraph, although the Purchaser may be required to sign a written acknowledgement confirming the amount of monies refunded and interest. Nothing in this Addendum prevents the Vendor and Purchaser from entering into such other termination agreement and/or release as may be agreed to by the parties.

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

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

12. Definitions

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

"Closing" means the completion of the sale of the home including transfer of title to the home to the Purchaser, and "Close" has a corresponding meaning.

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

"**Critical Dates**" means the First Tentative Closing Date, the Second Tentative Closing Date, the Firm Closing Date, the Delayed Closing Date, the Outside Closing Date and the last day of the Purchaser's Termination Period.
"**Delayed Closing Date**" means the date, set in accordance with section 3, on which the Vendor agrees to Close, in the event the Vendor cannot Close on the Firm Closing Date.
"**Early Termination Conditions**" means the types of conditions listed in Schedule A.
"**Firm Closing Date**" means the firm date on which the Vendor agrees to Close as set in accordance with this Addendum.
"**First Tentative Closing Date**" means the date on which the Vendor, at the time of signing the Purchase Agreement, anticipates that it will be able to Close, as set out in the Statement of Critical Dates.
"**Outside Closing Date**" means the date which is 365 days after the earlier of the Firm Closing Date, or Second Tentative Closing Date, or such other date as may be mutually agreed upon in accordance with section 4.
"**Property**" or "**home**" means the home including lands being acquired by the Purchaser from the Vendor.
"**Purchaser's Termination Period**" means the 30-day period during which the Purchaser may terminate the Purchase Agreement for delay, in accordance with paragraph 10(b).
"**Second Tentative Closing Date**" has the meaning given to it in paragraph 1(c).
"**Statement of Critical Dates**" means the Statement of Critical Dates attached to and forming part of this Addendum (in form to be determined by Tarion from time to time), and, if applicable, as amended in accordance with this Addendum.
"**The ONHWP Act**" means the *Ontario New Home Warranties Plan Act* including regulations, as amended from time to time.
"**Unavoidable Delay**" means an event which delays Closing which is a strike, fire, explosion, flood, act of God, civil insurrection, act of war, act of terrorism or pandemic, plus any period of delay directly caused by the event, which are beyond the reasonable control of the Vendor and are not caused or contributed to by the fault of the Vendor.
"**Unavoidable Delay Period**" means the number of days between the Purchaser's receipt of written notice of the commencement of the Unavoidable Delay, as required by paragraph 5(b), and the date on which the Unavoidable Delay concludes.

13. Addendum Prevails

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

14. Time Periods, and How Notice Must Be Sent

(a) Any written notice required under this Addendum may be given personally or sent by email, fax, courier or registered mail to the Purchaser or the Vendor at the address/contact numbers identified on page 2 or replacement address/contact numbers as provided in paragraph (c) below. Notices may also be sent to the solicitor for each party if necessary contact information is provided, but notices in all events must be sent to the Purchaser and Vendor, as applicable. If email addresses are set out on page 2 of this Addendum, then the parties agree that notices may be sent by email to such addresses, subject to paragraph (c) below.
(b) Written notice given by one of the means identified in paragraph (a) is deemed to be given and received: on the date of delivery or transmission, if given personally or sent by email or fax (or the next Business Day if the date of delivery or transmission is not a Business Day); on the second Business Day following the date of sending by courier; or on the fifth Business Day following the date of sending, if sent by registered mail. If a postal stoppage or interruption occurs, notices shall not be sent by registered mail, and any notice sent by registered mail within 5 Business Days prior to the commencement of the postal stoppage or interruption must be re-sent by another means in order to be effective. For purposes of this section 14, Business Day includes Remembrance Day, if it falls on a day other than Saturday or Sunday, and Easter Monday.
(c) If either party wishes to receive written notice under this Addendum at an address/contact number other than those identified on page 2 of this Addendum, then the party shall send written notice of the change of address, fax number, or email address to the other party in accordance with paragraph (b) above.
(d) Time periods within which or following which any act is to be done shall be calculated by excluding the day of delivery or transmission and including the day on which the period ends.
(e) Time periods shall be calculated using calendar days including Business Days but subject to paragraphs (f), (g) and (h) below.
(f) Where the time for making a claim under this Addendum expires on a day that is not a Business Day, the claim may be made on the next Business Day.
(g) Prior notice periods that begin on a day that is not a Business Day shall begin on the next earlier Business Day, except that notices may be sent and/or received on Remembrance Day, if it falls on a day other than Saturday or Sunday, or Easter Monday.
(h) Every Critical Date must occur on a Business Day. If the Vendor sets a Critical Date that occurs on a date other than a Business Day, the Critical Date is deemed to be the next Business Day.
(i) Words in the singular include the plural and words in the plural include the singular.
(j) Gender-specific terms include both sexes and include corporations.

16. Disputes Regarding Termination

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

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

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

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

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

For more information please visit www.tarion.com

SCHEDULE A

Types of Permitted Early Termination Conditions

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

(a) upon receipt of Approval from an Approving Authority for:
- (i) a change to the official plan, other governmental development plan or zoning by-law (including a minor variance);
- (ii) a consent to creation of a lot(s) or part-lot(s);
- (iii) a certificate of water potability or other measure relating to domestic water supply to the home;
- (iv) a certificate of approval of septic system or other measure relating to waste disposal from the home;
- (v) completion of hard services for the property or surrounding area (i.e., roads, rail crossings, water lines, sewage lines, other utilities);
- (vi) allocation of domestic water or storm or sanitary sewage capacity;
- (vii) easements or similar rights serving the property or surrounding area;
- (viii) site plan agreements, density agreements, shared facilities agreements or other development agreements with Approving Authorities or nearby landowners, and/or any development Approvals required from an Approving Authority; and/or
- (ix) site plans, plans, elevations and/or specifications under architectural controls imposed by an Approving Authority.

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

(b) upon:
- (i) subject to paragraph 1(c), receipt by the Vendor of confirmation that sales of homes in the Freehold Project have exceeded a specified threshold by a specified date;
- (ii) subject to paragraph 1(c), receipt by the Vendor of confirmation that financing for the Freehold Project on terms satisfactory to the Vendor has been arranged by a specified date;
- (iii) receipt of Approval from an Approving Authority for a basement walkout; and/or
- (iv) confirmation by the Vendor that it is satisfied the Purchaser has the financial resources to complete the transaction.

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

(c) the following requirements apply with respect to the conditions set out in subparagraph 1(b)(i) or 1(b)(ii):
- (i) the 3 Business Day period in section 5(c) of the Addendum shall be extended to 10 calendar days for a Purchase Agreement which contains a condition set out in subparagraphs 1(b)(i) and/or 1(b)(ii);
- (ii) the Vendor shall complete the Property Description on page 2 of the Addendum;
- (iii) the date for satisfaction of the condition cannot be later than 9 months following signing of the purchase Agreement; and
- (iv) until the condition is satisfied or waived, all monies paid by the Purchaser to the Vendor, including deposit(s) and monies for upgrades and extras: (A) shall be held in trust by the Vendor's lawyer pursuant to a deposit trust agreement (executed in advance in the form specified by Tarion Warranty Corporation, which form is available for inspection at the offices of Tarion Warranty Corporation during normal business hours), or secured by other security acceptable to Tarion and arranged in writing with Tarion; or (B) failing compliance with the requirement set out in clause (A) above, shall be deemed to be held in trust by the Vendor for the Purchaser on the same terms as are set out in the form of deposit trust agreement described in clause (A) above.

2. The following definitions apply in this Schedule:

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

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

"Freehold Project" means the construction or proposed construction of three or more freehold homes (including the Purchaser's home) by the same Vendor in a single location, either at the same time or consecutively, as a single coordinated undertaking.

3. Each condition must:

(a) be set out separately;
(b) be reasonably specific as to the type of Approval which is needed for the transaction; and
(c) identify the Approving Authority by reference to the level of government and/or the identity of the governmental agency, Crown corporation or quasi-governmental authority.

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

(a) receipt of a building permit;
(b) receipt of an Closing permit; and/or
(c) completion of the home.

SCHEDULE B

Adjustments to Purchase Price or Balance Due on Closing

PART I Stipulated Amounts/Adjustments

These are additional charges, fees or other anticipated adjustments to the final purchase price or balance due on Closing, the dollar value of which is stipulated in the Purchase Agreement and set out below.

[Draft Note: List items with any necessary cross-references to text in the Purchase Agreement.]

1.

2.

3.

PART II All Other Adjustments — to be determined in accordance with the terms of the Purchase Agreement

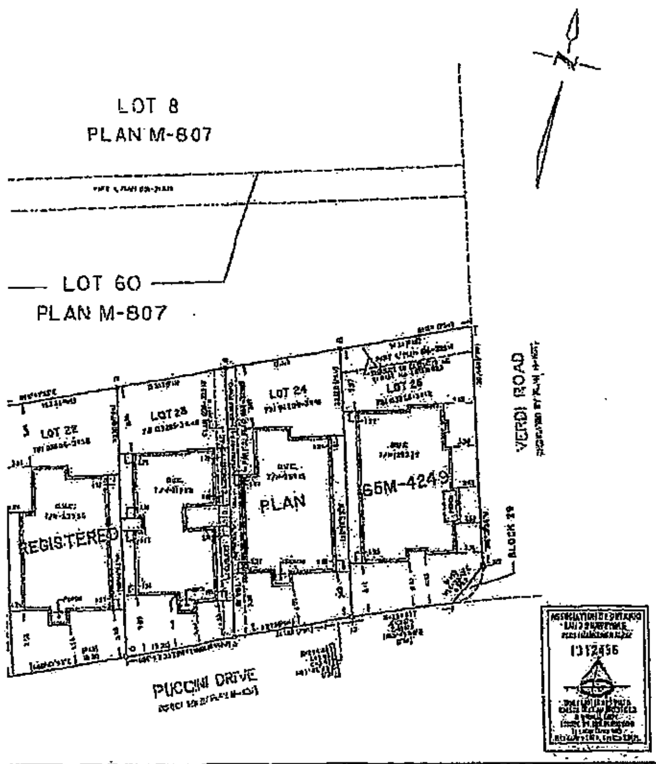
These are additional charges, fees or other anticipated adjustments to the final purchase price or balance due on Closing which will be determined after signing the Purchase Agreement, all in accordance with the terms of the Purchase Agreement.

[Draft Note: List items with any necessary cross-references to text in the Purchase Agreement.]

1.

2.

3.



SURVEYOR'S REAL PROPERTY REPORT
PART 1
PLAN SHOWING

LOTS 22, 23, 24 AND 25
REGISTERED PLAN 65M-4249
TOWN OF RICHMOND HILL
REGIONAL MUNICIPALITY OF YORK

SCALE 1:300

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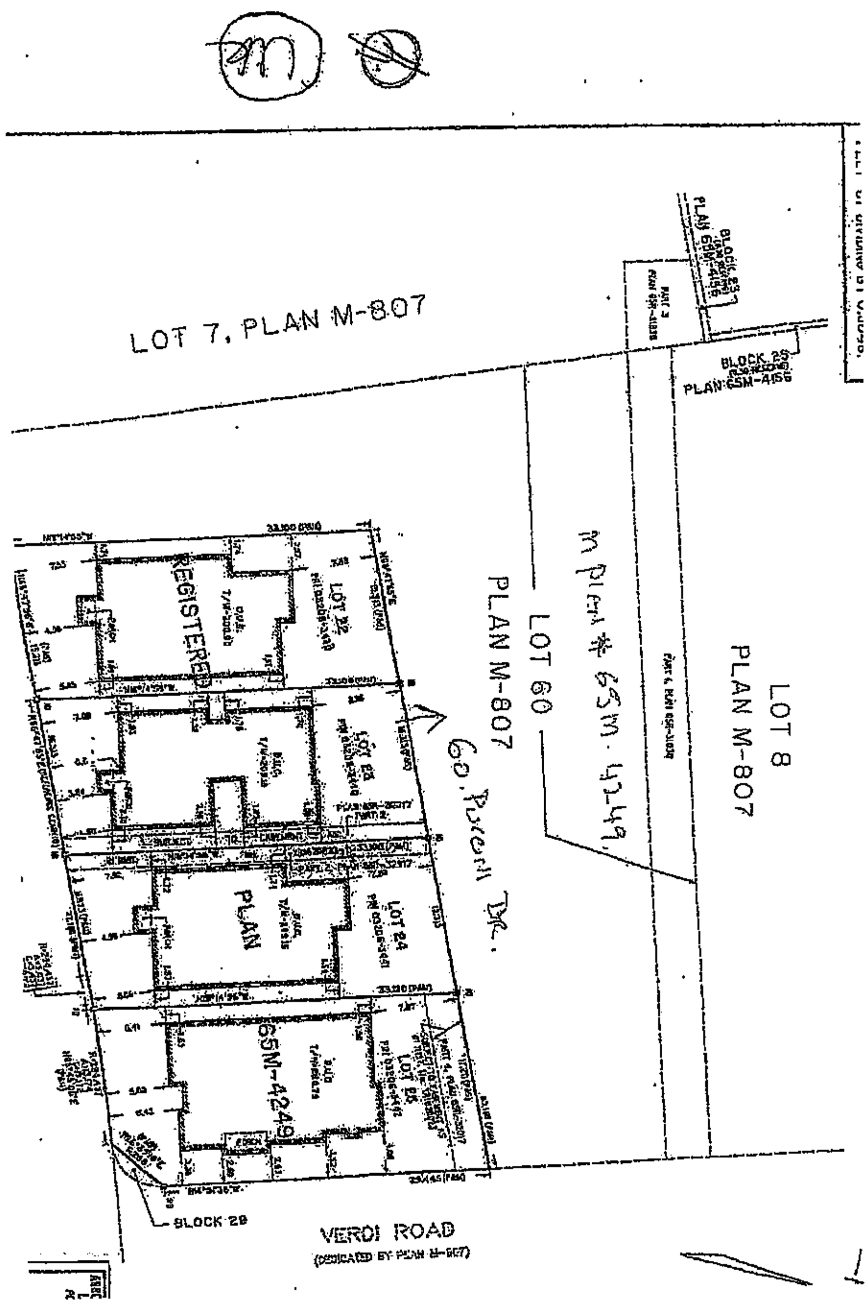
SURVEYOR'S REAL PROPERTY REPORT
PART 2

NOTES

SURVEYOR'S CERTIFICATE

SCHAEFFER DZALDOV BENNETT LTD.
ONTARIO LAND SURVEYORS



LOT 7, PLAN M-807
BLOCK 28 PLAN 65M-4156
LOT 8 PLAN M-807
LOT 60 PLAN M-807
M Plan # 65M-4249.
REGISTERED PLAN 65M-4249
LOT 22
LOT 23
LOT 24
LOT 25
BLOCK 29
VERDI ROAD
(DEDICATED BY PLAN M-807)

OREA Ontario Real Estate Association Confirmation of Co-operation and Representation

Toronto Real Estate Board

BUYER: Kirubaramani Uthayakumar

SELLER: Silver Streams Homes (Puccini Inc.)

For the transaction on the property known as: 60 PUCCINI DR Richmond Hill L4E 2Y6

For the purposes of this Confirmation of Co-operation and Representation, "Seller" includes a vendor, a landlord, or a prospective, seller, vendor or landlord and "Buyer" includes a purchaser, a tenant, or a prospective, buyer, purchaser or tenant, "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease.

The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Real Estate and Business Brokers Act, 2002 (REBBA 2002) and Regulations.

1. LISTING BROKERAGE

a) ☑ The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:

1) ☐ The Listing Brokerage is not representing or providing Customer Service to the Buyer.
(If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)

2) ☐ The Listing Brokerage is providing Customer Service to the Buyer.

b) ☐ ***MULTIPLE REPRESENTATION:*** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage. However, the Listing Brokerage shall not disclose:

- That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
- The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- The price the Buyer should offer or the price the Seller should accept;
- And; the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

Additional comments and/or disclosures by Listing Brokerage: (e.g. The Listing Brokerage represents more than one Buyer offering on this property.)

2. PROPERTY SOLD BY BUYER BROKERAGE – PROPERTY NOT LISTED.

☐ The Brokerage represents the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid

☐ by the Seller in accordance with a Seller Customer Service Agreement

or: ☐ by the Buyer directly

Additional comments and/or disclosures by Buyer Brokerage: (e.g. The Buyer Brokerage represents more than one Buyer offering on this property.)

INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)

UK		TN	NoZ
BUYER	CO-OPERATING/BUYER BROKERAGE	SELLER	LISTING BROKERAGE

3. **Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1.**

CO-OPERATING BROKERAGE- REPRESENTATION:

a) ☑ The Co-operating Brokerage represents the interests of the Buyer in this transaction.

b) ☐ The Co-operating Brokerage is providing Customer Service to the Buyer in this transaction.

c) ☐ The Co-operating Brokerage is not representing the Buyer and has not entered into an agreement to provide customer service(s) to the Buyer.

CO-OPERATING BROKERAGE- COMMISSION:

a) ☑ The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property 2.8% Net Of HST Plus HST to be paid from the amount paid by the Seller to the Listing Brokerage.
(Commission As Indicated In MLS® Information)

b) ☐ The Co-operating Brokerage will be paid as follows:

Additional comments and/or disclosures by Co-operating Brokerage: (e.g., The Co-operating Brokerage represents more than one Buyer offering on this property.)

Commission will be payable as described above, plus applicable taxes.

COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Seller. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing Brokerage's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 3 above. The Listing Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held, in trust, for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.

SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)

RE/MAX DYNASTY REALTY INC. (Name of Co-operating/Buyer Brokerage)	HOMELIFE/CIMERMAN REAL ESTATE LIMITED (Name of Listing Brokerage)
8 SHADLOCK STREET #7 MARKHAM	28 DREWRY AVE. TORONTO
Tel.: 905-471-0002 Fax: 905-471-7441	Tel.: 416-226-9770 Fax: 416-226-0848
[signature] Date: Nov 2 2014 (Authorized to bind the Co-operating/Buyer Brokerage)	[signature] Date: Nov 3, 2014 (Authorized to bind the Listing Brokerage)
ANTON JEEVA ARULAPPU (Print Name of Broker/Salesperson Representative of the Brokerage)	NICK ZIAVRAS (Print Name of Broker/Salesperson Representative of the Brokerage)

CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction)

The Buyer/Seller consent with their initials to their Brokerage representing more than one client for this transaction.

BUYER'S INITIALS **SELLER'S INITIALS**

ACKNOWLEDGEMENT

I have received, read, and understand the above information.

[signature] Date: Nov 2/14 (Signature of Buyer)	X [signature] Date: X Nov 3, 2014 (Signature of Seller)
Date: (Signature of Buyer)	Date: (Signature of Seller)

OREA Ontario Real Estate Association **Schedule A** 2

Agreement of Purchase and Sale

Toronto Real Estate Board

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, Kirubaramani Uthayakumar, and

SELLER, Silver Streams Homes (PUCCINI INC)

for the purchase and sale of 60 PUCCINI DR

Richmond Hill L4E 2Y6 dated the 2 day of November, 20 14.

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

This Offer is conditional upon the inspection of the subject property by a home inspector at the Buyer's own expense, and the obtaining of a report satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto within Te(10) business days after acceptance of this offer, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. The Seller agrees to co-operate in providing access to the property for the purpose of this inspection. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

This Offer is conditional upon the Buyer arranging, at the Buyer's own expense, a new Mortgage satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule theretowithin Ten (10) business days after acceptance of this offer, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

to allow

The seller ~~agrees~~ buyer to revisit the property Two (2) further times before completion.

U.K U.K

~~The seller agrees to complete all the outstanding work prior to completion.~~

~~Following Items need to be completed.~~

~~1) Rods missing in closets main floor and upstairs. Beside the stairs.~~
~~2) Handle which operates windows are missing also fire alarm, and CO alarm.~~
~~3) Kitchen Cabinets in stove area is unfinished work.~~

U.K

Continues...

U.K

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): U.K INITIALS OF SELLER(S):

WEBForms® Nov/2013

OREA Ontario Real Estate Association

Schedule ~~A~~ a
Agreement of Purchase and Sale

Toronto Real Estate Board

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, Kirubaramani Uthayakumar, and

SELLER, Silver Streams Homes (PUCCINI INC)

for the purchase and sale of 60 PUCCINI DR

Richmond Hill L4E 2Y6 dated the 2 day of November, 2014.

~~4)plastic covers in most of the switches looks missing.~~
~~5)Towel hanger in main washroom missing.~~
~~6)drywalling and insulation in the garage area and the basement not completed.~~
~~7)windows installed in the basement area not painted and some unfinished work left~~
~~8) Cold room door is missing.~~
~~9)Window area where stairs going not yet finished.possibly hardwood floor in there.~~
~~10) pot light is missing in Master bedroom where flower pot is laid now.~~
~~11) one of the floor register sitting loose in very right washroom.~~
~~12) door locks in the rooms missing left room.~~
~~13) Some parts of the grill in the entrance area are missing.~~

The Seller agrees to complete the following work prior to the completion date stated herein:

- Install plastic electrical outlet covers, Towel hanger in main floor washroom, door in basement cold room, Pot light in niche in master bedroom, door handles where missing, window handles where missing & Fire alarm and CO detector where required.
- Install nosing on landing area located above the staircase leading from the main floor to the second floor.
- Prime and paint basement window existing interior finger joint casement frame in white color.
- Ensure heat register on second floor washroom is installed properly.
- Repair top drawer in kitchen cabinets located at cooktop rough-in area.
- Install insulation and drywall in garage on front and side wall where missing.
- Existing exterior black rail at main entrance to be replaced by same in beige color.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): U.K. INITIALS OF SELLER(S):

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

AFFIDAVIT OF **IMRAN JINNAH**

SWORN BEFORE ME THIS 18th DAY OF NOVEMBER, 2014

OREA Ontario Real Estate Association

Waiver

Toronto Real Estate Board

BUYER: Kirubaramani Uthayakumar

SELLER: Silver Streams Homes (Puccini Inc)

REAL PROPERTY: 60 Puccini Dr, Richmond Hill

In accordance with the terms and conditions of the Agreement of Purchase and Sale dated the 2 day of November, 20 14, regarding the above property, I/We hereby waive the condition(s) which read(s) as follows:

This Offer is conditional upon the inspection of the subject property by a home inspector at the Buyer's own expense, and the obtaining of a report satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto within Ten (10)business days after acceptance of this offer, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. The Seller agrees to co-operate in providing access to the property for the purpose of this inspection. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

This Offer is conditional upon the Buyer arranging, at the Buyer's own expense, a new Mortgage satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto Within Ten (10) business days after acceptance of this offer, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

This Agreement is conditional upon approval by the purchaser's solicitor of the terms of this Agreement by the 5th day of November 2015 (hereinafter the "condition Expiry Date") failing which this agreement will become null and void and the purchaser's deposit (s) will be returned to purchaser in full without penalty or interest and neither party will have any claim against the other or the agent.

All other terms and conditions in the aforementioned Agreement of Purchase and Sale to remain unchanged.

For the purposes of this Waiver, "Buyer" includes purchaser, tenant, and lessee, and "Seller" includes vendor, landlord, and lessor, and "Agreement of Purchase and Sale" includes an Agreement to Lease.

WAIVED at Richm. Hill, Ontario, at 11:08 a.m./p.m. this 4th day of November 20 14.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) [signature] (Buyer/Seller) U. Kirubaram [signature] (Seal) DATE 11/4/2014

(Witness) (Buyer/Seller) (Seal) DATE

Receipt acknowledged at 2:12 a.m./p.m. this 4th day of November 20 14 by:

Print Name: Cindy Sorrelli Signature: [signature]

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

AFFIDAVIT OF **IMRAN JINNAH**

SWORN BEFORE ME THIS 18th DAY OF NOVEMBER, 2014

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (as may be amended, restated, supplemented or replaced, from time to time, this "**Agreement**") is dated as of August 20, 2014.

BETWEEN:

HOME TRUST COMPANY
("**Home Trust**")

-and-

GRANT THORNTON LIMITED ("**GTL**"), in its capacity as court-appointed monitor of Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148993 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario Inc. and 2147650 Ontario Inc. (the "**Monitor**")

RECITALS:

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

B. Silver Streams Homes (Puccini) Inc. ("**Puccini**") was incorporated in October 2008 for the purpose of developing and selling homes in a development located at Bathurst St. and King Rd. in Richmond Hill, Ontario (the "**Puccini Project**").

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

D. Home Trust made loans available to 2148990 and 2147650 each in the original principal amount of $617,500 (the "**Loans Agreements**"). The indebtedness owing to Home Trust under the Loan Agreements is secured by, *inter alia*, a first mortgage registered against title to lot 24 of Phase II of the Puccini Project, municipally known as 58 Puccini Drive, Richmond Hill, Ontario ("**Lot 24**").

E. As of the date of this Agreement, 2148990 is indebted to Home Trust in the amount of $656,938.02, inclusive of all interest, penalties, fees and other costs.

F. A number of trades have registered claims for lien ("**Construction Lien Claimants**") against title to all or some of the lots in the Puccini Project pursuant to the *Construction Lien Act* (Ontario). The total amount of the construction lien claims is estimated to be approximately $3.5 million.

G. On December 17, 2013, the Companies made an application to the Ontario Superior Court of Justice (Commercial List) (the "**Court**") to commence proceedings under the *Companies' Creditors Arrangement Act* (the "**CCAA Proceedings**"). On that date, the Court issued an order which, *inter alia*, granted the Companies protection from their creditors and appointed GTL as the Monitor.

H. On August 12, 2014, the Court granted the Companies' request for an order, *inter alia*, vesting title to Lot 24 in the purchaser of Lot 24, free and clear of all liens, charges and encumbrances. The Court further ordered that, for the purposes of determining the nature and priority of all claims – including those asserted by the Construction Lien Claimants – all claims and encumbrances shall attach to the net proceeds from the sale of Lot 24 with the same priority as they had attached to Lot 24 before the sale.

I. On August 12, 2014, the Court also granted an order (the "**Distribution Order**"), *inter alia*, approving a distribution of proceeds from the sale of Lot 24 to Home Trust subject to Home Trust and the Monitor entering into a reimbursement agreement.

J. On August 15, 2014, the sale of Lot 24 was closed. The net proceeds in the amount of $966,408.80 from the sale of Lot 24 were paid to the Monitor.

K. In accordance with the Distribution Order, the Monitor proposes to make a distribution to Home Trust in an amount equal to the total amount of the Companies' indebtedness to Home Trust (the "**Distribution Funds**") subject to the terms of this Agreement.

NOW THEREFORE IN CONSIDERATION of the premises and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), Home Trust and the Monitor hereby agree as follows:

1. Home Trust hereby irrevocably and unconditionally undertakes to repay to the Monitor all or any portion of the Distribution Funds within 30 days of any final, conclusive determination by a court of competent jurisdiction that the Distribution Funds (or any portion thereof) should have been paid to the Construction Lien Claimants, Canada Revenue Agency or any other creditor or claimant of the Companies in priority to Home Trust.

2. Home Trust's repayment obligation pursuant to this Agreement shall be total and complete, without any right of reduction, abatement, or deferral, on account of any claim, counterclaim or setoff.

3. Without prejudice to its payment obligations pursuant to this Agreement, Home Trust shall have the full benefit and use of the Distribution Funds, and shall have no obligation to hold them in trust or keep them separate and apart from the general assets of Home Trust.

4. From the date of payment of the Distribution Funds by the Monitor to Home Trust until the date of any reimbursement of the Distribution Funds by Home Trust to the Monitor, the Monitor will treat the amount distributed to Home Trust as payment or repayment on

account of the Companies' indebtedness owing to Home Trust, which payment or repayment shall be reversed and the liability of the Companies reinstated, with interest charged thereafter as per the rates agreed in the Loan Agreements, if and to the extent Home Trust is required to reimburse the Monitor pursuant to paragraph 1 hereof.

5. The execution, delivery and performance of this Agreement is on a "without-prejudice" basis and shall not be used by Home Trust to demonstrate its entitlement to the Distribution Funds.

6. All notices provided for in this Agreement and other communications pursuant to this Agreement shall be in writing and delivered by hand or sent by registered or certified mail or facsimile at or to the applicable addresses or facsimile numbers (as the case may be), charges prepaid, set opposite the party's name below or at or to such address or addresses or facsimile number or numbers as any party hereto may from time to time designate to the other parties in such manner:

(a) in the case of Home Trust:

Home Trust
145 King Street West, Suite 2500
Toronto, ON M5H 1J8

Attention: Belinda Hughes
Email: belinda.hughes@hometrust.ca

with a copy to:

Gowling Lafleur Henderson LLP
1 First Canadian Place
100 King St. West, Suite 1600
Toronto, ON M5X 1G5

Attention: Calvin Ho
Email: calvin.ho@gowlings.com

(b) in the case of the Monitor:

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

Attention: Jonathan Krieger / Daniel Sobel
Email: jonathan.krieger@ca.gt.com / daniel.sobel@ca.gt.com

with a copy to:

Aird & Berlis LLP
181 Bay Street, Suite 1800
Toronto, Ontario M5J 2T9

Attention: Steven Graff / Ian Aversa
Email: sgraff@airdberlis.com / iaversa@airdberlis.com

Any communication which is hand delivered or transmitted by email shall be deemed to have been validly and effectively given on the date of such delivery or transmission if such date is a Business Day and such delivery or transmission was made during normal business hours of the recipient; otherwise, it shall be deemed to have been validly and effectively given on the Business Day next following such date of delivery or transmission. Any communication which is sent by mail shall be deemed to have been validly and effectively given four (4) Business Days after the date on which it is mailed by certified or registered mail, save in the event of a disruption of postal service. "**Business Day**" means any day other than Saturday, Sunday or a statutory holiday in the Province of Ontario.

7. This Agreement is a contract made under and shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

8. This Agreement may be executed by the parties in counterparts and may be executed and delivered by email or other electronic method and all such counterparts and email shall together constitute one and the same agreement.

9. This Agreement shall enure to the benefit of, and shall be binding upon the heirs, administrators, executors, estate trustees, successors and assigns of each of the parties, as the case may be.

[Signature page to follow]

IN WITNESS WHEREOF the parties have duly executed this agreement as of the date first written above.

HOME TRUST COMPANY

By: ____________________
Name: Belinda J. Hughes
Title: AVP - Real Estate Recovery

By: ____________________
Name:
Title: Brian R. Mosko
Chief Operating Officer &
Executive Vice President

GRANT THORNTON LIMITED,
in its capacity as court-appointed monitor of Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148993 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario Inc. and 2147650 Ontario Inc.

By: ____________________
Name: Jonathan Krieger
Title: Senior Vice President

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

AFFIDAVIT OF **IMRAN JINNAH**

SWORN BEFORE ME THIS 18th DAY OF NOVEMBER, 2014

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MADAM	)	TUESDAY, THE 12TH DAY
	)	
JUSTICE MATHESON	)	OF AUGUST, 2014

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

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

Applicants

ORDER

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

1. extending the time for service of this motion; and

2. approving a distributions of proceeds from sale of Lot 1 and Lot 24 (as defined in the Affidavit of Imran Jinnah sworn August 5, 2014 (the "**Jinnah Affidavit**") to Foremost Financial Corporation ("**Foremost**") and Home Trust Company ("**Home Trust**"), respectively, up to the full amount of the Applicants' indebtedness to Foremost and Home Trust subject to the Grant Thornton Limited, in its capacity as the court-appointed Monitor of the Applicants (the "**Monitor**") and Foremost and Home Trust entering into reimbursement agreements on terms satisfactory to the Monitor,

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

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

SERVICE

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

DISTRIBUTIONS

2. **THIS COURT ORDERS** that the Monitor may make a distribution to:

   (a) Foremost (the "**Foremost Distribution**") up to the full amount of the Applicants' indebtedness to Foremost; and

   (b) Home Trust (the "**Home Trust Distribution**", and together with the Foremost Distribution, the "**Distributions**")) up to the full amount of the Applicants' indebtedness to Home Trust,

   subject to the Monitor entering into reimbursement agreements with Foremost and Home Trust in a form satisfactory to the Monitor (the "**Reimbursement Agreements**"), provided however, that nothing in this paragraph shall affect the rights to or priority of any Person with a Secured Claim against the proceeds subject to the Distributions (the "**Proceeds**"). The rights to or priority of any Person holding a Secured Claim against the Proceeds shall be determined as at the Filing Date. For greater clarity, nothing in this Order shall impair the rights of any Person to make a claim against the Proceeds in priority to Foremost or Home Trust until such time as the respective Reimbursement Agreements are terminated by further order of this Court. Terms not otherwise defined in this paragraph of the Order shall have the meaning ascribed to those terms in the Claims Process Order made by the Honourable Mr. Justice Wilton-Siegel dated January 15, 2014.

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

AUG 12 2014

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

Court File No. 13-10362-00-CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at TORONTO

ORDER

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

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

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

Lawyers for the Applicants

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

AFFIDAVIT OF **IMRAN JINNAH**

SWORN BEFORE ME THIS 18th DAY OF NOVEMBER, 2014

____

Doc#1070612v1

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

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

Applicants

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

SEPTEMBER 17, 2014

Grant Thornton

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

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

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APPENDICES

1. Initial Order dated December 17, 2013
2. Orders dated January 16, 2014
3. Orders dated April 17, 2014
4. Orders dated June 26, 2014
5. Orders dated August 1, 2014
6. Fourth Report of the Monitor dated August 8, 2014
7. Notices of default issued by the Town of Richmond Hill
8. Interim R&D to August 31, 2014 and Cash flow Projection for the period ending January 16, 2015
9. Affidavit of Jonathan Krieger sworn September 17, 2014
10. Affidavit of Steven L. Graff sworn September 16, 2014

BACKGROUND INFORMATION

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

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

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

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

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

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

PURPOSE OF THE FIFTH REPORT

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

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

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

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

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

v) the Companies' request for an Order:

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

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

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

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

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

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

SCOPE AND TERMS OF REFERENCE

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

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

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

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

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

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

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

ACTIVITIES OF THE COMPANIES AND STATUS OF THE CCAA PROCEEDINGS

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

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

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

    (iii) corresponded with legal counsel;

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

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

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

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

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

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

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

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

ACTIVITIES OF THE MONITOR

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

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

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

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

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

(v) corresponding with the DIP Lender;

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

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

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

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

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

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

UPDATE ON THE CLAIMS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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

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

THE TOWN OF RICHMOND HILL AND LETTERS OF CREDIT

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

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

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

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

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

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

CASH FLOW PROJECTION

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

management using probable and hypothetical assumptions set out therein.

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

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

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

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

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

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

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

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

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

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

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

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

PROFESSIONAL FEES

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

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

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

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

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

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

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

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

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

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

INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

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

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

COMPANIES' REQUEST FOR AN EXTENSION OF THE STAY OF PROCEEDINGS

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

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

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

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

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

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

RECOMMENDATION REGARDING REQUESTED RELIEF

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

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

(i) continue to communicate with stakeholders;

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

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

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

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

All of which is respectfully submitted,

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

Per:

Jonathan Krieger, CPA, CA, CIRP
Senior Vice President

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

AFFIDAVIT OF **IMRAN JINNAH**

SWORN BEFORE ME THIS 18th DAY OF NOVEMBER, 2014

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

NOTICE OF ACCEPTANCE

Name of Claimant: Canada Revenue Agency

Reference #: 2

Defined terms not defined within this Notice of Acceptance form have the meaning ascribed thereto in the Claims Process Order dated January 16, 2014. Pursuant to paragraphs 13 and 14 of the Claims Process Order, Grant Thornton Limited, in its capacity as Monitor of the Applicants, hereby gives you notice that it has reviewed your claim and has accepted your claim as follows:

	Secured Claim as Submitted	**Secured Claim as Accepted**
Secured Claim (Payroll Source Deductions Claim regarding Silver Streams Homes Inc.)	$84,596.39	$84,596.39

Note: Silver Streams Homes Inc. did not hold any title to the ten lots that existed at the time of the Applicants' application under the CCAA. Accordingly, the proceeds arising from the sale of said homes are not those to which CRA's deemed trust claim against Silver Streams Homes Inc. attaches.

DATED this 16th day of June, 2014.

GRANT THORNTON LIMITED, in its capacity as Court-appointed Monitor of Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148993 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario Inc. and 2147650 Ontario Inc., and not in its corporate or personal capacity

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

NOTICE OF ACCEPTANCE

Name of Claimant: Canada Revenue Agency

Reference #: 1

Defined terms not defined within this Notice of Acceptance form have the meaning ascribed thereto in the Claims Process Order dated January 16, 2014. Pursuant to paragraphs 13 and 14 of the Claims Process Order, Grant Thornton Limited, in its capacity as Monitor of the Applicants, hereby gives you notice that it has reviewed your claim and has accepted your claim as follows:

	Secured Claim as Submitted	**Secured Claim as Accepted**
Secured Claim (Payroll Source Deductions Claim regarding Silver Streams Homes (Puccini) Inc.)	$40,831.53	$40,831.53

Note: Silver Streams Homes (Puccini) Inc. did not hold any title to the ten lots that existed at the time of the Applicants' application under the CCAA. Accordingly, the proceeds arising from the sale of said homes are not those to which CRA's deemed trust claim against Silver Streams Homes (Puccini) Inc. attaches.

DATED this 16th day of June, 2014.

GRANT THORNTON LIMITED, in its capacity as Court-appointed Monitor of Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148993 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario Inc. and 2147650 Ontario Inc., and not in its corporate or personal capacity

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

AFFIDAVIT OF **IMRAN JINNAH**

SWORN BEFORE ME THIS 18th DAY OF NOVEMBER, 2014

Department of Justice Canada — Ministère de la Justice Canada
Ontario Regional Office — Bureau regional de l'Ontario

FACSIMILE TRANSMISSION
TRANSMISSION PAR TÉLÉCOPIEUR

SEND TO / ENVOYER À		FROM / DE	
Name / Nom: Stephen Schwartz Maya Poliak		**Name / Nom:** Christopher Lee	
Address / Adresse: Chaitons LLP 5000 Yonge St., 10th Floor Toronto, Ontario M2N 7E9		**Address / Adresse:** Ontario Regional Office The Exchange Tower 130 King Street West Suite 3400, Box 36 Toronto, Ontario M5X 1K6	
Fax # / No du télécopieur:	**Tel. No. / No du Tél:**	**Fax # / No du télécopieur:**	**Tel. No. / No du Tél:**
416-222-8402 (main)	416-218-1132 416-218-1161	416-973-0810	416-954-8247

Comments / Commentaires:

RE: SILVER STREAMS HOMES INC.

SECURITY INSTRUCTIONS / INSTRUCTIONS SÉCURITÉ

Unclassified documents only VIA clear transmission. Protected information permitted within Justice secure FAX network.
Documents non cotés à transmettre sans protection. Renseignements protégés par le réseau des télécopieurs protégés de la Justice.

Protected documents? / Documents protégés? ☐ Yes / Oui ☒ No / Non

TRANSMISSION

Pages (including cover sheet)	Date:	Time:
3	July 24, 2014	5:05 p.m.

In the event of transmission problems, kindly contact / Si cette liaison n'est pas claire, communiquez avec:
Name / Nom: Lisa Nunes **at /au:** 416-954-8059

Department of Justice Canada
Ministère de la Justice Canada

Ontario Regional Office
Tax Law Services Section
The Exchange Tower
130 King Street West
Suite 3400, Box 36
Toronto, Ontario
M5X 1K6

Bureau régional de l'Ontario
la tour Exchange
130 rue King ouest
Pièce 3400, CP 36
Toronto (Ontario)
M5X 1K6

Tel: 416-954-8247
Fax: 416-973-0810
Email: christopher.lee@justice.gc.ca

Our File: Notre dossier: 3723539

July 24, 2014

VIA FACSIMILE AND EMAIL

Chaitons LLP
Barristers and Solicitors
5000 Yonge Street, 10th Floor
Toronto, Ontario
M2N 7E9

Attention: Stephen Schwartz and Maya Poliak

Dear Mr. Schwartz and Ms. Poliak:

Re: SILVER STREAMS HOMES INC. et al.--Court File No.: 13-10362-00-CL (the "CCAA Proceedings")

In the interests of expediting this matter and, in particular, the examination of Mr. Imran Jinnah on Wednesday, July 30th (the "Examination"), we write to request that you provide documents and answer some broad questions relating to the assets, the relationship between the Applicants and the funds available in the CCAA Proceedings. There is of course, no reason to provide any documents that have already been provided or that are publically available on the Monitor's[1] website.

While these are not all of our questions on this matter, we believe if we receive the requested documents and answers as far in advance of the Examination as possible, the Examination will be shortened and undertakings reduced or eliminated. To the extent possible, if you could also provide documentation supporting and relating to your answers to the questions this may make the process even more efficient and economical. We are happy to receive these documents on a rolling basis.

<u>Ownership of the Applicants and their relation to each other</u>

Please confirm that Mr. Jinnah is the sole direct legal and beneficial shareholder of each of the Applicants. If this is not the case, please explain the ownership structure of the Applicants. The provision of a corporate structure diagram would be greatly appreciated.

Who was the investor that sued Silver Streams?[2] What was their relationship to and legal and beneficial interest in Silver Streams?

---

1 Capitalized terms not defined herein have the meaning ascribed thereto in the Third Report to Court of Grant Thornton Limited, Monitor of the Applicants dated June 24, 2011.

2 As discussed in the Affidavit of Imran Jinnah dated December 11, 2014 at para. 29..

Please describe the legal and beneficial ownership of 2148991 Ontario Inc., Puccini Project Management Inc., and each of the debtors listed at paragraph 21 of the Affidavit of Imran Jinnah sworn December 11, 2013.

<u>**The interaction of the Applicants between each other and third parties**</u>

Please provide the agreements or contracts that determine or govern the legal relationship between the Applicants and the contractors, subcontractors and other persons who have improved the lands owned by the Applicants at any time from December 17, 2012 to present (regardless of whether such documents were dated during such period).

Please provide all contracts and agreements between an Applicant and one or more other Applicants, which were in force at any time during the period from December 17, 2012 to present.

Please provide all documents relating to the purchase and sale and conveyance of the homes on Lot 24 and 20. Please include documents showing the flow of funds and property between vendor and purchaser and the flow of funds and property between Applicants. Please include the documents governing these relationships.

We understand Silver Streams is completing the 10 homes, doing warranty servicing and deficiency work, and work for the Town of Richmond Hill to perform certain work under the terms of the Subdivision Agreement. Please provide documents demonstrating the payment of and flow of funds to contractors, subcontractors and other persons who have completed these tasks, at any time from June 17, 2013 to present.

Please provide invoices and payment details for the management fees relating to or paid during the period from December 17, 2012 to present.

Please provide the intercompany account statements and ledger for Applicants, and all other Related Persons, for the period from December 17, 2012 to present.

Please provide the bank account statements for all bank accounts in the name of any Applicants, for the period from June 17, 2013 to present.

We look forward to receiving the documents and answers requested above. Should you have any questions or concerns, please do not hesitate to contact me.

Yours truly,

C. Lee

Christopher Lee
Counsel
Tax Law Services Division

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

AFFIDAVIT OF **IMRAN JINNAH**

SWORN BEFORE ME THIS 18th DAY OF NOVEMBER, 2014

Doc#1070612v1

5000 YONGE STREET, 10TH FLOOR, TORONTO, CANADA M2N 7E9
www.chaitons.com

Chaitons LLP

REPLY TO: MAYA POLIAK
FILE NO.: 54514
DIRECT: 416-218-1161
FAX: 416-218-1844
EMAIL: maya@chaitons.com

October 28, 2014

VIA EMAIL

Department of Justice Canada
Ontario Regional Office
Tax Law Services Section
The Exchange Tower
130 King Street W., Suite 3400, Box 36
Toronto, Ontario, M5X 1K6

Attention: Christopher Lee

Re: Silver Streams Homes Inc., Silver Streams Homes (Puccini) Inc., 2148993 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario Inc. and 2147650 Ontario Inc. (collectively, the "CCAA Applicants")

Dear Sir,

This letter is provided in connection with CRA's source deduction claims against Silver Streams Homes Inc. and Silver Streams Homes (Puccini) Inc. in the total amount of $125,427.92 (the "**Source Deduction Claims**").

On June 16, 2014, Grant Thornton Limited, in its capacity as the Court-appointed Monitor of the CCAA Applicants issued notices in respect of the Source Deduction Claims wherein the Monitor, among other things, held that the Source Deduction Claims could not be recovered from the proceeds available for distribution to the CCAA Applicants' creditors. CRA has challenged the Monitor's finding and a motion for the resolution of the priority dispute has been scheduled for December 3, 2014 (the "**Priority Motion**").

Following settlement discussions between the parties, CRA made an offer to settle the Source Deduction Claims for a total amount of $86,000 dated September 18, 2014.

To minimize the litigation costs to the CCAA Applicants' estate in connection with the Priority Motion, the CCAA Applicants offer to settle the Source Deduction Claims on the following terms:

1. Payment by the Applicants to the Receiver General of $86,000 to be made forthwith following the approval of the proposed settlement by the Ontario Superior Court of Justice (Commercial List) (the "**Court**") from the funds currently held by the Monitor in trust pending the resolution of the Priority Motion;

2. The settlement set out herein shall represent a full and final settlement of all source deduction claims against the CCAA Applicants for the time period preceding December 17, 2013 (the "**Pre-Filing Source Deduction Claims**"). CRA shall provide the CCAA Applicants and their directors and officers with a full and final release of all claims arising from, pursuant to or in connection with the Pre-Filing Source Deduction Claims.

Chaitons LLP

3. The settlement set out herein is conditional upon the approval of the Court.

This offer to settle remains open until Friday, October 31, 2014.

Yours truly,
CHAITONS LLP

Maya Poliak
cc. client
Marco Drudi, Drudi Alexiou Kuchar LLP
Ian Aversa, Aird & Berlis LLP
Daniel Sobel, Grant Thornton Limited

TAB 3

Court File No. 13-10362-00-CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE ______	)	TUESDAY, THE 25th DAY
	)	
JUSTICE ________________	)	OF NOVEMBER, 2014

BETWEEN:

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

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

Applicants

VESTING ORDER

(Lot 23 – Phase II)

THIS MOTION, made by the Applicants for an order vesting in Kirubaramani Uthayakumar (the "**Purchaser**") the right, title and interest of the Applicants in and to the assets (the "**Purchased Assets**") described in the Agreement of Purchase and Sale dated November 2, 2014 (the "**Sale Agreement**") between the Purchaser and Silver Streams Homes Inc. ("**Silver Streams**"), a copy of which is attached as Exhibit D to the Affidavit of Imran Jinnah sworn November 18, 2014 (the "**Jinnah Affidavit**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Jinnah Affidavit and the Sixth Report of the Monitor dated November ●, 2014, and on hearing the submissions of counsel for the Applicants and counsel for Grant Thornton Limited in its capacity as the court-appointed Monitor (the "**Monitor**"), and such other counsel as are present:

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

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

3. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Monitor's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

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

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

(a) the pendency of these proceedings;

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

(c) any assignment in bankruptcy made in respect of the Applicants;

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

6. **THIS COURT ORDERS AND DECLARES** that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

7. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Applicants, the Monitor and their agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Applicants, the Monitor and their agents in carrying out the terms of this Order.

Schedule A – Form of Monitor's Certificate

Court File No. 13-10362-00-CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

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

Applicants

MONITOR'S CERTIFICATE

RECITALS

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

B. Pursuant to an Order of the Court dated November 25, 2014, the Court granted an order vesting in Kirubaramani Uthayakumar (the "**Purchaser**") all of the Applicants' rights, title and interest in and to the assets (the "**Purchased Assets**") described in the Agreement of Purchase and Sale dated November 2, 2014 (the "**Sale Agreement**") between the Purchaser and Silver Streams Homes Inc. ("**Silver Streams**"), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the purchase price for the Purchased Assets; (ii) that the conditions to closing as set out in the Sale Agreement have been satisfied or waived by Silver Streams and the Purchaser; and (iii) the transaction contemplated by the Sale Agreement (the "**Transaction**") has been completed to the satisfaction of the Monitor.

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

THE MONITOR CERTIFIES the following:

1. The Purchaser has paid and Silver Streams has received the purchase price for the Purchased Assets payable on the closing date pursuant to the Sale Agreement;

2. The conditions to closing as set out in the Sale Agreement have been satisfied or waived by Silver Streams and the Purchaser; and

3. The Transaction has been completed to the satisfaction of the Monitor.

4. This Certificate was delivered by the Monitor at ________ [TIME] on _______ [DATE].

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

Per: ________________________________

Name:

Title:

Schedule B – Purchased Assets

Lot 23, Plan 65M4249; Town of Richmond Hill; PIN 03206-3440 (LT)

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

1. Instrument No. YR1650738 registered on May 20, 2011 is a Charge/Mortgage of Land in favour of Castle Lane Design Group Inc.

2. Instrument No. YR1795399 registered on March 15, 2012 is a Notice of Agreement Amending Mortgage relating to Instrument No. YR1650738.

3. Instrument No. YR1890643 registered on September 27, 2012 is a Charge/Mortgage of Land in favour of Home Trust Company.

4. Instrument No. YR1890664 registered on September 27, 2012 is a Postponement by Castle Lane Design Group Inc. in favour of Home Trust Company relating to Instrument Nos. YR1650738 to YR1890643.

5. Instrument No. YR1890675 registered on September 27, 2012 is a Notice of Agreement Amending Mortgage relating to Instrument No. YR1650738.

6. Instrument No. YR2016863 registered on August 9, 2013 is a Construction Lien in the amount of $94,837 registered by Con-Drain Company (1983) Limited.

7. Instrument No. YR2016890 registered on August 9, 2013 is a Notice registered by Con-Drain Company (1983) Limited.

8. Instrument No. YR2048904 registered on October 18, 2013 is a Construction Lien in the amount of $135,060 registered by Argo Lumber Inc.

9. Instrument No. YR2050277 registered on October 22, 2013 is a Construction Lien in the amount of $67,793 registered by Newmar Window Manufacturing Inc.

10. Instrument No. YR2056986 registered on November 6, 2013 is a Construction Lien in the amount of $554,354 registered by Pilbro III Inc.

11. Instrument No. YR2057173 registered on November 6, 2013 is a Construction Lien in the amount of $521,675 registered by Medi Group Incorporated.

12. Instrument No. YR2057568 registered on November 7, 2013 is a Construction Lien in the amount of $94,922 registered by Cardell Flooring Ltd.

13. Instrument No. YR2057675 registered on November 7, 2013 is a Construction Lien in the amount of $434,578 registered by Foremont Drywall Inc., 1382479 Ontario Inc., 1382503 Ontario Inc. and 2203579 Ontario Inc.

14. Instrument No. YR2057676 registered on November 7, 2013 is a Construction Lien in the amount of $216,202 registered by Canadian Concrete Forming Limited.

15. Instrument No. YR2057677 registered on November 7, 2013 is a Construction Lien in the amount of $227,303 registered by Pave Plumbing & Heating Inc.

16. Instrument No. YR2058240 registered on November 8, 2013 is a Construction Lien in the amount of $328,674 registered by E. D. Carpenters Limited.

17. Instrument No. YR2058688 registered on November 12, 2013 is a Construction Lien in the amount of $186,364 registered by Solo Electric Ltd.

18. Instrument No. YR2059379 registered on November 13, 2013 is a Construction Lien in the amount of $91,519 registered by 1865721 Ontario Inc.

19. Instrument No. YR2060384 registered on November 14, 2013 is a Construction Lien in the amount of $29,392 registered by Renova Recycling (2000) Inc.

20. Instrument No. YR2060546 registered on November 15, 2013 is a Certificate registered by 1865721 Ontario Inc. relating to the Construction Lien registered as Instrument No. YR2059379.

21. Instrument No. YR2060547 registered on November 15, 2013 is a Certificate registered by Medi Group Incorporated relating to the Construction Lien registered as Instrument No. YR2057173.

22. Instrument No. YR2060548 registered on November 15, 2013 is a Certificate registered by Cardell Flooring Ltd. relating to the Construction Lien registered as Instrument No. YR2057568.

23. Instrument No. YR2060549 registered on November 15, 2013 is a Certificate registered by Canadian Concrete Forming Limited relating to the Construction Lien registered as Instrument No. YR2057676.

24. Instrument No. YR2060550 registered on November 15, 2013 is a Certificate registered by Foremont Drywall Inc., 1382479 Ontario Inc., 1382503 Ontario Inc., and 2203579 Ontario Inc c.o.b. as Foremont Drywall Contracting relating to the Construction Lien registered as Instrument No. YR2057675.

25. Instrument No. YR2060551 registered on November 15, 2013 is a Certificate registered by E. D. Carpenters Limited relating to the Construction Lien registered as YR2058240.

26. Instrument No. YR2060571 registered on November 15, 2013 is a Certificate registered by Solo Electric Ltd. relating to the Construction Lien registered as YR2058688.

27. Instrument No. YR2060572 registered on November 15, 2013 is a Certificate registered by Pilbro III Inc. relating to the Construction Lien registered as Instrument No. YR2056986.

28. Instrument No. YR2060573 registered on November 15, 2013 is a Certificate registered by Pave Plumbing & Heating Inc. relating to the Construction Lien registered as Instrument No. YR2057677.

29. Instrument No. YR2062198 registered on November 19, 2013 is a Construction Lien in the amount of $46,559 registered by GM Exteriors Inc.

30. Instrument No. YR2062199 registered on November 19, 2013 is a Construction Lien in the amount of $82,579 registered by Giancola Aluminum Contractors Inc.

31. Instrument No. YR2067687 registered on November 29, 2013 is a Certificate of Action registered by Argo Lumber Inc. relating to the Construction Lien registered as Instrument No. YR2048904.

32. Instrument No. YR2067695 registered on November 29, 2013 is a Certificate of Action registered by Newmar Window Manufacturing Inc. relating to the Construction Lien registered as Instrument No. YR2050277.

33. Instrument No. YR2070295 registered on December 5, 2013 is a Certificate registered by GM Exteriors Inc. relating to the Construction Lien registered as Instrument No. YR2062198.

34. Instrument No. YR2070296 registered on December 5, 2013 is a Certificate registered by Giancola Aluminum Contractors Inc. relating to the Construction Lien registered as Instrument No. YR2062199.

35. Instrument No. YR2095047 registered on February 12, 2014 is a Certificate of Action registered by Renova Recycling (2000) Inc. relating to the Construction Lien registered as Instrument No. YR2060384.

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

(unaffected by the Vesting Order)

1. Instrument No. YR1551743 registered on September 22, 2010 is a Notice of Subdivision Agreement in favour of The Corporation of the Town of Richmond Hill.

2. Instrument No. 65M4249 registered on March 8, 2011 is a Plan of Subdivision.

3. Instrument No. 65R32917 registered on March 10, 2011 is a Reference Plan.

4. Instrument No. YR1620823 registered on March 14, 2011 is a Transfer Easement in favour of The Corporation of the Town of Richmond Hill.

TAB 4

~~Revised: January 21, 2014~~

Court File No. ~~__________~~13-10362-00-CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE ______	)	~~______ DAY~~ TUESDAY,
	)	THE ~~____~~ 25th DAY
JUSTICE ________________	)	OF ~~____________,~~
		~~20~~ NOVEMBER, 2014

B E T W E E N:

~~**PLAINTIFF**~~

~~Plaintiff~~

~~- and -~~

~~**DEFENDANT**~~

~~Defendant~~

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

~~APPROVAL AND~~ VESTING ORDER

(Lot 23 – Phase II)

THIS MOTION, made by ~~[RECEIVER'S NAME] in its capacity as the Court-appointed receiver (the "Receiver") of the undertaking, property and assets of [DEBTOR] (the "Debtor") for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") between the Receiver and [NAME OF PURCHASER] (the "Purchaser") dated [DATE] and appended to the Report of the Receiver dated [DATE] (the "Report"), and~~ the Applicants for an order vesting in Kirubaramani Uthayakumar (the

"**Purchaser**") the ~~Debtor's~~ right, title and interest of the Applicants in and to the assets ~~described in the Sale Agreement~~ (the "**Purchased Assets**") described in the Agreement of Purchase and Sale dated November 2, 2014 (the "**Sale Agreement**") between the Purchaser and Silver Streams Homes Inc. ("**Silver Streams**"), a copy of which is attached as Exhibit D to the Affidavit of Imran Jinnah sworn November 18, 2014 (the "**Jinnah Affidavit**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the ~~Report~~Jinnah Affidavit and the Sixth Report of the Monitor dated November •, 2014, and on hearing the submissions of counsel for the ~~Receiver, [NAMES OF OTHER PARTIES APPEARING], no one appearing for any other person on the service list, although properly served as appears from the affidavit of [NAME] sworn [DATE] filed[1]~~ Applicants and counsel for Grant Thornton Limited in its capacity as the court-appointed Monitor (the "**Monitor**"), and such other counsel as are present:

~~1. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved,[2] and the execution of the Sale Agreement by the Receiver[3] is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.~~

1. ~~2.~~ **THIS COURT ORDERS AND DECLARES** that upon the delivery of a ~~Receiver~~Monitor's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "~~Receiver'~~**Monitor's Certificate**"), all of the ~~Debtor's right~~Applicants' rights, title and interest in and to the Purchased Assets described in the Sale Agreement ~~[~~and listed on Schedule B hereto~~]~~[4] shall vest absolutely in the Purchaser, free and clear of and from any and all

~~[1] This model order assumes that the time for service does not need to be abridged. The motion seeking a vesting order should be served on all persons having an economic interest in the Purchased Assets, unless circumstances warrant a different approach. Counsel should consider attaching the affidavit of service to this Order.~~

~~[2] In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding, which finding may then be included in the Court's endorsement.~~

~~[3] In some cases, the Debtor will be the vendor under the Sale Agreement, or otherwise actively involved in the Transaction. In those cases, care should be taken to ensure that this Order authorizes either or both of the Debtor and the Receiver to execute and deliver documents, and take other steps.~~

~~[4] To allow this Order to be free-standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule.~~

security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**"[5]) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice ~~[NAME]~~Wilton-Siegel dated ~~[DATE]~~December 17, 2013; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

2. ~~3.~~ **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the ~~[Registry Division of {LOCATION} of a Transfer/Deed of Land in the form prescribed by the *Land Registration Reform Act* duly executed by the Receiver]~~[Land Titles Division of ~~{LOCATION}~~York Region (No. 65) of an Application for Vesting Order in the form prescribed by the Land Titles Act ~~and/or the *Land Registration Reform Act*~~][6], the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the "**Real Property**") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

3. ~~4.~~ **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds[7] from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the ~~Receiver~~Monitor's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the

[5] ~~The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served. It is the Subcommittee's view that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.~~

[6] ~~Elect the language appropriate to the land registry system (Registry vs. Land Titles).~~

[7] ~~The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".~~

Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale[8], as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

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

~~6. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees, including personal information of those employees listed on Schedule "●" to the Sale Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.~~

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

(a) the pendency of these proceedings;

(b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the ~~Debtor~~Applicants and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of the ~~Debtor~~Applicants;

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

[8] ~~This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.~~

federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

6. ~~8.~~ **THIS COURT ORDERS AND DECLARES** that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

7. ~~9.~~ **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 ~~Receiver~~Applicants, the Monitor and ~~its~~their agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the ~~Receiver~~Applicants and the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the ~~Receiver~~Applicants, the Monitor and ~~its~~their agents in carrying out the terms of this Order.

Schedule A – Form of ~~Receiver~~Monitor's Certificate

Court File No. ~~__________~~13-10362-00-CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

~~B E T W E E N:~~

~~**PLAINTIFF**~~

~~Plaintiff~~

~~and~~

~~**DEFENDANT**~~

~~Defendant~~

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

~~RECEIVER~~MONITOR'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable ~~[NAME OF JUDGE]~~Mr. Justice Wilton-Siegel of the Ontario Superior Court of Justice (the "**Court**") dated ~~[DATE OF ORDER], [NAME OF RECEIVER] was appointed as the receiver (the "Receiver") of the undertaking, property and assets of [DEBTOR] (the "Debtor").~~ December 17, 2013, the restructuring proceedings of the Applicants were commenced under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, and Grant Thornton Limited was appointed as the Monitor of the Applicants (the "**Monitor**").

B. Pursuant to an Order of the Court dated ~~[DATE], the Court approved the agreement of purchase and sale made as of [DATE OF AGREEMENT] (the "Sale Agreement") between the Receiver [Debtor] and [NAME OF PURCHASER] (the "Purchaser") and provided for the vesting in~~ November 25, 2014, the Court granted an order vesting in Kirubaramani Uthayakumar (the "**Purchaser**") all of the ~~Debtor's right~~Applicants' rights, title and interest in and to the ~~Purchased Assets~~assets (the "**Purchased Assets**") described in the Agreement of Purchase and Sale dated November 2, 2014 (the "**Sale Agreement**") between the Purchaser and Silver Streams Homes Inc. ("**Silver Streams**"), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the ~~Receiver~~Monitor to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the ~~Purchase Price~~purchase price for the Purchased Assets; (ii) that the conditions to ~~Closing~~closing as set out in ~~section • of~~ the Sale Agreement have been satisfied or waived by ~~the Receiver~~Silver Streams and the Purchaser; and (iii) the transaction contemplated by the Sale Agreement (the "**Transaction**") has been completed to the satisfaction of the ~~Receiver~~Monitor.

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

THE ~~RECEIVER~~MONITOR CERTIFIES the following:

1. The Purchaser has paid and ~~the Receiver~~Silver Streams has received the ~~Purchase Price~~purchase price for the Purchased Assets payable on the ~~Closing Date~~closing date pursuant to the Sale Agreement;

2. The conditions to ~~Closing~~closing as set out in ~~section • of~~ the Sale Agreement have been satisfied or waived by ~~the Receiver~~Silver Streams and the Purchaser; and

3. The Transaction has been completed to the satisfaction of the ~~Receiver~~Monitor.

4. This Certificate was delivered by the ~~Receiver~~Monitor at ________ [TIME] on _______ [DATE].

~~[NAME OF RECEIVER],~~GRANT THORNTON LIMITED in its capacity as ~~Receiver of the undertaking, property and assets of [DEBTOR],~~the Court-appointed Monitor of the Applicants and not in its personal capacity

Per: ______________________________

Name:

Title:

Schedule B – Purchased Assets

Lot 23, Plan 65M4249; Town of Richmond Hill; PIN 03206-3440 (LT)

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Rendering set	Standard

Legend:	
Insertion	
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Style change	
Format change	
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Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	157
Deletions	103
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	260

Tab 5

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	TUESDAY, THE 25th DAY
	)	
JUSTICE	)	OF NOVEMBER, 2014

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

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

Applicants

ORDER

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

1. extending the time for service of this motion;

2. approving a distribution of proceeds from the sale of the property municipally known as 60 Puccini Drive, Richmond Hill Ontario (the "**Proceeds**") to Home Trust Company ("**Home Trust**") up to the full amount of the Applicants' indebtedness to Home Trust, subject to Grant Thornton Limited, in its capacity as the Court-appointed Monitor of the Applicants (the "**Monitor**") and Home Trust entering into a reimbursement agreement on terms satisfactory to the Monitor;

3. approving the terms of settlement of the Source Deduction Claims, as defined in the affidavit of Imran Jinnah sworn November 18, 2014 (the "**Jinnah Affidavit**") and attached as Exhibit K to the Jinnah Affidavit;

4. approving the Sixth Report of Grant Thornton Limited ("**GTL**") in its capacity as the Court-appointed monitor of the Applicants (the "**Monitor**") dated November •, 2014 (the "**Sixth Report**") and the activities of the Monitor described therein; and

5. approving the fees and disbursements of the Monitor and its counsel as described in the Sixth Report,

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

ON READING the Jinnah Affidavit and the Sixth 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 this Motion and Notice of Motion is hereby abridged and validated such that this motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that the Monitor may make a distribution from the Proceeds to Home Trust up to the full amount of the Applicants indebtedness to Home Trust, subject to the Monitor entering into a reimbursement agreement in a form satisfactory to the Monitor, providing however, that nothing in this paragraph shall affect the rights to or priority of any Person with a Secured Claim against the Proceeds. The rights to or priority of any Person holding a Secured Claim against the Proceeds shall be determined as at the Filing Date. For greater clarity, nothing in this Order shall impair the rights of any Person to make a claim against the Proceeds in priority to Home Trust until such time as the Reimbursement Agreement is terminated by further order of this Court. Terms not otherwise defined herein, shall have the meaning ascribed to those terms in the Claims Process Order made by the Honourable Mr. Justice Wilton-Siegel dated January 15, 2014.

3. **THIS COURT ORDERS** that the Sixth Report, and the activities described therein, be and hereby are approved.

4. **THIS COURT ORDERS** that the fees and disbursements of the Monitor and its counsel as described in the Sixth Report, be and hereby are approved.

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
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Proceedings commenced at TORONTO

MOTION RECORD
(RETURNABLE NOVEMBER 25, 2014)

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