

**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.**

MOTION RECORD

BIANCHI PRESTA LLP
Barristers and Solicitors
9100 Jane Street
3rd Floor. Building "A"
Vaughan, Ontario L4K 0A4

Domenic Presta
LSUC No. 025501P

Tel: (905) 738-1078
Fax: (905) 738-0528

Lawyers for the moving parties,
Foremont Drywall Inc., 1382479
Ontario Inc., 1382503 Ontario Inc.
and 2203579 Ontario Inc., carrying
on business as Foremont Drywall
Contracting

TO: SERVICE LIST

**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.**

SERVICE LIST

CHAITONS LLP 5000 Yonge Street, 10th Floor Toronto, ON M2N 7E9 Harvey Chaiton Tel: (416) 218-1129 Fax: (416) 218-1866 Email: Harvey@chaitons.com Stephen Schwartz Tel: (416) 218-1132 Fax: (416) 218-1832 Email: Stephen@chaitons.com Maya Poliak Tel: (416) 218-1161 Fax: (416) 218-1844 Email: maya@chaitons.com Lawyers for the Applicants	GRANT THORNTON LIMITED Royal Bank Plaza 200 Bay Street, 19th Floor Toronto, ON M5J 2P9 Jonathan Krieger Tel: (416) 360-5055 Fax: (416) 360-4949 Email: jonathan.krieger@ca.gt.com Daniel Sobel Tel: (416) 369-7033 Fax: (416) 360-4949 Email: daniel.sobel@ca.gt.com Court-appointed Monitor
AIRD & BERLIS LLP Brookfield Place 181 Bay St, Suite 1800 Box 754 Toronto, ON M5J 2T9 Steven Graff Tel: (416) 865-7726 Fax: (416) 863-1515 Email: sgraff@airdberlis.com Ian Aversa Tel: (416) 865-3082 Fax: (416) 863-1515	LAW OFFICES OF JACK GREENBERG Barristers & Solicitors 181 Eglinton Avenue E., Suite 2014 Toronto, ON M4P 1J4 Jack Greenberg Tel: (416) 485-8833 Fax: (416) 485-3246 Email: jackgreenberg@greenberglawyers.ca Lawyers for Castle Lane Design Group Inc., 53 Puccini Mortgage Corp., Puccini Mortgage Corp.,

Email: iaversa@airdberlis.com Lawyers for the Monitor	Nastell Investments Limited, Dapaul Management Limited, 388242 Ontario Inc., Sandall Investments Limited, proposed DIP Lender
BERKOW, COHEN LLP 141 Adelaide Street West Suite 400 Toronto, ON M5H 3L5 Alexandra Lev-Farrell Tel: (416) 364-4900 x.205 Fax: (416) 364-3865 Email: alev-farrell@berkowcohen.com Scott Crocco Tel: (416) 364-4900 x.209 Fax: (416) 364-3865 Email: scrocco@berkowcohen.com Lawyers for The Corporation of The Town of Richmond Hill	KOSKIE MINSKY LLP 900-20 Queen St. West Toronto, Ontario, M5H 3R3 Jeffrey Long Tel: (416) 595-2125 Fax: (416) 204-2892 Email: jlong@kmlaw.ca Lawyers for Con-Drain Company (1983) Limited
KLEIN & ASSOCIATES PROFESSIONAL CORPORATION 390 Bay Street, Suite 1101 Toronto, ON M5H 2Y2 James Klein Tel: (416) 366-9494 Fax: (416) 366-9442 Email: jklein@kalaw.ca Lawyers for Pilbro III Inc., Medi Group Incorporated, Cardell Flooring Ltd., Foremont Drywall Inc., et. al., Canadian Concrete Forming Limited, Pave Plumbing & Heating Inc., E.D. Carpenters Limited, Solo Electric Ltd., 1865721 Ontario Inc., GM Exteriors Inc., Giancola Aluminum Contractors Inc.	PALLET VALO LLP Lawyers & Trade-Mark Agents 77 City Centre Drive, West Tower, Suite 300 Mississauga, ON L5B 1M5 Anna M. Esposito Tel: (905) 273-3300 Fax: (905) 273-6920 Email: aesposito@pallettvalo.com Maria Ruberto Tel: (905) 273-3022 Fax: (905) 273-6920 Email: (mruberto@pallettvalo.com Lawyers for Renova Recycling (2000) Inc. and Trudel & Sons Roofing
CAVALLUZZO SHILTON MCINTYRE CORNISH LLP 474 Bathurst Street, Suite 300 Toronto, ON M5T 2S6 Carrie Clynick Tel: (416) 964-5515 Fax: (416) 964-5895 Email: cclynick@cavalluzzo.com Lawyers for Trustees of the Labourers' Union of North American Local 183 Members' Benefit Trust	MACDONALD SAGER MANIS LLP 800-150 York St Toronto, ON M5H 3S5 Jeffrey Spiegelman Tel: (416) 364-4551 Fax: (416) 364-1453 Email: jspiegelman@msmlaw.ca Lawyers for Bank of Montreal

Fund	
HARVEY MANDEL 203-55 Queen St. E. Toronto, ON M5C 1R6 Tel: (416) 364-7717 Ext: 302 Fax: (416) 364-4813 Email: harvey@harvey-mandel.com Lawyer for Foremost Mortgage Holding Corporation	BISCEGLIA & ASSOCIATES 7941 Jane Street, Suite 200 Concord, ON, L4K 4L6 Emilio Bisceglia Tel: (905) 695-3100 Fax: (905) 695-5201 Email: ebisceglia@lawtoronto.com Sonja Turajlich Tel: (905) 695-3424 Fax: (905) 695-5201 Email: sturajlich@lawtoronto.com Lawyers for Argo Lumber Inc. and Newmar Window Manufacturing Inc.
DRUDI ALEXIOU KUCAR LLP 7050 Weston Road Suite 610 Vaughan, ON L4L 8G7 Marco Drudi Tel: (905) 850-6116 ext. 225 Fax: (905) 850-9146 Email: mdrudi@dakllp.com	CANADA REVENUE AGENCY c/o DEPARTMENT OF JUSTICE Ontario Regional Office The Exchange Tower, Box 36 130 King St. W., Suite 3400 Toronto, ON M5X 1K6 Diane Winters Tel : (416) 973-3172 Fax : (416) 973-0810 Email: diane.winters@justice.gc.ca Christopher Lee Tel: (416) 954-8247 Fax: (416) 973-0810 Email: christopher.lee@justice.gc.ca
GOODMAN, SOLOMON & GOLD 439 University Avenue, Suite 1500 Toronto, ON, M5G 1Y8 David M. Goodman Tel: (416) 595-5555 Fax: (416) 595-7020 Email: dmgs@goodmansolomon.com Lawyers for King-Con Corporation	GOLDMAN SLOAN NASH & HABER LLP 480 University Avenue, Suite 1600 Toronto, ON M5G 1V2 Leonard Finegold Tel: (416) 597-3376 Fax: (416) 597-3370 Email: finegold@gsnh.com Lawyers for The Sanderson-Harold Company (Paris Kitchens)
RICHARD J. MAZAR PROFESSIONAL CORPORATION	MINISTRY OF FINANCE (ONTARIO) Legal Services Branch

115 King Avenue West Newcastle, ON L1B 1L3 Richard J. Mazar Email: rmazar@mazarlaw.com Lawyers for 669857 Ontario Inc. o/a Alma Mechanical	33 King Street West, 6 th Floor Oshawa, ON L1H 8H5 Attention: Kevin O'Hara, Senior Counsel Tel: (905) 433-6934 Fax: (905) 436-4510 E-Mail: Kevin.ohara@ontario.ca
GOWLING LAFLEUR HENDERSON LLP 1 First Canadian Place 100 King St. West, Suite 1600 Toronto, ON M5X 1G5 Calvin Ho Tel: (416) 862-5788 Fax: (416) 862-7661 Email: calvin.ho@gowlings.com Lawyers for Home Trust Company	MINDEN GROSS LLP 145 King Street West, Suite 2200 Toronto, ON M5H 4G2 Tim Dunn Tel: (416) 369-4335 Fax: (416) 864-9223 email: tdunn@mindengross.com Lawyers For Royal Bank of Canada
National Leasing Group Inc. 1525 Buffalo Place Winnipeg, MB R3T 1L9	NANDA & ASSOCIATES LAWYERS, P.C. 2980 Drew Road, Suite 228 Mississauga, ON L4T 0A7 Sabrina Hussain Tel: (905) 364-3244 Fax: (905) 405-0119 Email: sabrina@nanda.ca Lawyers for Imran Javaid and Homelife/Miracle Realty Ltd. Brokerage
WALSH MCLUSKIE DOYLE Barristers & Solicitors 2535 Major Mackenzie Drive Suite 215 Maple, ON L6A 1C6 James Joseph Walsh, Q.C. Tel: (905) 832-2611 Fax: (905) 832-1499 Email: jjwalsh@wmdlawmaple.ca Lawyers for Canator Exterior Inc.	FLUXGOLD IZSAK JAEGER LLP 50 West Pearce Street, Suite 10 Richmond Hill, ON L4B 1C5 Lillana Ferreira Tel: (905) 763-3770 x.242 Fax: (905) 763-3772 Email: lferreira@fijlawlaw.com Lawyers for CMC Corporate Management Consulting

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.**

INDEX

TAB	DOCUMENT
1	Notice of Motion
2	Affidavit of Mary Montagner
A	Contract dated October 1, 2009
B	Statement of Claim in Newmarket Court File No. CV-11-102579-00
C	Notice of Intent to Defend of Asma Jinnah, Imran Jinnah, and Silver Streams Homes (Puccini) Inc.
D	Statement of Defence of Asma Jinnah, Imran Jinnah, and Silver Streams Homes (Puccini) Inc.
E	Minutes of Settlement executed October 14, 2011
F	Escrow Agreement executed December 12, 2012
G	Order of Justice Newbould dated December 17, 2013
H	Notice of Default (1 st) dated January 16, 2014
I	Order of Justice Wilton-Siegel dated January 16, 2014

TAB	DOCUMENT
J	Order of Justice Newbould dated April 17, 2014
K	Notice of Default (2 nd) dated June 24, 2014
L	Order of Justice Brown dated June 26, 2014

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

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.**

NOTICE OF MOTION

The moving parties, Foremont Drywall Inc., 1382479 Ontario Inc., 1382503 Ontario Inc. and 2203579 Ontario Inc., carrying on business as Foremont Drywall Contracting will make a motion to a judge presiding over the Commercial List at 330 University Avenue, Toronto on August 25, 2014 at 10: 00 a.m. or soon after that time as the motion can be heard.

PROPOSED METHOD OF HEARING: The motion is to be heard (*choose appropriate option*)

- ☐ in writing under subrule 37.12.1(1) because it is *without notice*.
- ☐ in writing as an opposed motion under subrule 37.12(4);
- ☒ orally;

THE MOTION IS FOR:

1. An Order substantially in the form attached as Schedule "A" hereto:

- (a) abridging the time for service and filing of this Notice of Motion and the Motion Record, and dispensing with service on any person other than those served;
- (b) lifting the stay of proceedings and granting leave to continue the action against Silver Streams Homes (Puccini) Inc. commenced in the Newmarket Superior Court of Justice bearing Court File Number CV-11-102579 (the “**Foremont Action**”);
- (c) lifting the stay of proceedings and granting leave to continue the action against Imran Jinnah and Asma Jinnah for the purpose of continuing the Foremont Action notwithstanding paragraph 16 of the Order of Justice Newbould dated December 17, 2013;
- (d) for costs of this motion on a substantial indemnity basis, or in the alternative, on a partial indemnity basis; and
- (e) such further and other relief as this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

1. Rules 1.05, 3.02, 37 and 57.03 of the Rules of Civil Procedure.
2. Foremont Drywall Inc., 1382479 Ontario Inc., 1382503 Ontario Inc. and 2203579 Ontario Inc., carrying on business as Foremont Drywall Contracting (collectively referred to as the “**Plaintiffs**”) commenced the Foremont Action against Silver Sream Homes (Puccini) Inc., Imran Jinnah and Asma Jinnah (collectively referred to as the

“Defendants”) for breach of trust under Sections 8 and 13 of the Construction Lien Act on or about January 21, 2011.

3. Minutes of Settlement were executed by the Plaintiffs and the Defendants in relation to the Foremont Action on or about October 14, 2011
4. The Defendants have defaulted on the Minutes of Settlement. The terms of the Minutes of Settlement entitle the Plaintiffs to obtain judgment against the Defendants upon the latter's default on the Minutes of the Settlement and their failure to remedy said default within fifteen (15) business days of the mailing of a notice of default by the Plaintiffs.
5. The Plaintiffs have provided the required notice of default and the Defendants have not remedied their default under the Minutes of Settlement within the required time period.
6. Such further and other grounds as counsel may advise and this Honourable Court may permit.

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

1. The Affidavit of Mary Montagner and the exhibits thereto;
2. Such further and other documentary evidence as counsel may advise and this Honourable Court may permit.

DATE: July 18, 2014

BIANCHI PRESTA LLP

Barristers & Solicitors
9100 Jane Street
3rd Floor, Building "A"
Vaughan, Ontario,
L4K 0A4

Domenic Presta (025501P)

(905) 738-1078 (tel)
(905) 738-0528 (fax)

Lawyers for the moving parties,
Foremont Drywall Inc., 1382479
Ontario Inc., 1382503 Ontario Inc.
and 2203579 Ontario Inc., carrying
on business as Foremont Drywall
Contracting

TO: SERVICE LIST

SCHEDULE "A"

Court File No. 13-10362-00-CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE	)	MONDAY, THE 25TH
	)	
JUSTICE	)	DAY 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.

ORDER

THIS MOTION, made by the moving parties, Foremont Drywall Inc., 1382479 Ontario Inc., 1382503 Ontario Inc. and 2203579 Ontario Inc., carrying on business as Foremont Drywall Contracting (collectively referred to as the "**Plaintiffs**") for an Order, *inter alia*, lifting the stay of proceedings and granting leave to continue Newmarket Superior Court of Justice action bearing Court File Number CV-11-102579 was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Mary Montagner sworn [DATE] and the Exhibits thereto, and upon hearing submissions from counsel for Foremont Drywall Inc., 1382479 Ontario Inc., 1382503 Ontario Inc., 2203579 Ontario Inc., carrying on business as Foremont Drywall Contracting, Silver Stream Homes (Puccini) Inc., Imran Jinnah and Asma Jinnah;

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

2. THIS COURT ORDERS that the stay of proceedings imposed in the within matter in favour of Silver Stream Homes (Puccini) be and is hereby lifted for the purpose of enabling the Plaintiffs to continue to prosecute their claims as against Silver Stream Homes (Puccini) Inc., pursuant to the Newmarket Superior Court of Justice action bearing Court File Number CV-11-102579, against Silver Stream Homes (Puccini), Imran Jinnah and Asma Jinnah (hereinafter referred to as the "**Foremont Action**").

3. THIS COURT ORDERS that the Plaintiffs are hereby granted leave to continue to prosecute their claims as against Silver Stream Homes (Puccini) Inc., pursuant to the Foremont Action.

4. THIS COURT ORDERS that the stay of proceedings imposed in the within matter in favour of Imran Jinnah and Asma Jinnah be and is hereby lifted for the purpose of enabling the Plaintiffs to continue to prosecute their claims as against Imran Jinnah and Asma Jinnah pursuant to the Foremont Action notwithstanding paragraph 16 of the Order of Justice Newbould dated December 17, 2013.

5. THIS COURT ORDERS that the Plaintiffs are hereby granted leave to continue to prosecute their claims as against Imran Jinnah and Asma Jinnah pursuant to the Foremont Action notwithstanding paragraph 16 of the Order of Justice Newbould dated December 17, 2013

6. THIS COURT ORDERS that Silver Stream Homes (Puccini) Inc. pay to the Plaintiffs the costs of this Motion in the amount of \$_____. This Order shall bear interest at the rate of three (3) percent per year from its date.

IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF SILVER STREAM 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)**

Proceeding Commenced at Toronto

ORDER

BIANCHI PRESTA LLP
Barristers and Solicitors
9100 Jane Street
3rd Floor, Building "A"
Vaughan, Ontario L4K 0A4

Domenic Presta (025501P)

(905) 738-1078 (tel)
(905) 738-0528 (fax)

Lawyers for the moving parties, Foremont
Drywall Inc., 1382479 Ontario Inc.,
1382479 Ontario Inc., 1382503 Ontario Inc.
and 2203579 Ontario Inc., carrying on
business as Foremont Drywall Contracting

IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF SILVER STREAM 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)**

Proceeding Commenced at Toronto

NOTICE OF MOTION

BLANCHI PRESTA LLP

Barristers and Solicitors

9100 Jane Street

3rd Floor, Building "A"

Vaughan, Ontario L4K 0A4

Domenic Presta (025501P)

(905) 738-1078 (tel)

(905) 738-0528 (fax)

Lawyers for the moving parties, Foremont
Drywall Inc., 1382479 Ontario Inc.,
1382479 Ontario Inc., 1382503 Ontario Inc.
and 2203579 Ontario Inc., carrying on
business as Foremont Drywall Contracting

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.**

I, Mary Montagner of the City of Vaughan in the Province of Ontario, MAKE OATH AND SAY:

1. I am the Manager of Foremont Drywall Inc., 1382479 Ontario Inc., 1382503 Ontario Inc. and 2203579 Ontario Inc. carrying on business as Foremont Drywall Contracting (collectively referred to as the "**Plaintiffs**"), and as such have knowledge of the matters hereinafter deposed to.
2. The Plaintiffs are corporations incorporated under the laws of the Province of Ontario and carry on business in the Province Ontario as installers and suppliers of drywall.
3. Silver Streams Homes (Puccini) Inc. ("**Silver Streams**") is a corporation incorporated under the laws of the Province of Ontario and carries on business in the Province of Ontario as a general contractor and/or subcontractor.
4. Imran Jinnah ("**Imran**") is an individual that resides in the Province of Ontario. At all material times he was an officer and/or director and/or one of the persons having effective control of Silver Streams.
5. Asma Jinnah ("**Asma**") is an individual that resides in the Province of Ontario. At all material times she was an officer and/or director and/or one of the persons having effective control of Silver Streams.

6. On or about October 1, 2009 Silver Streams requested that Foremont Drywall supply and install drywall at the job site known as Symphony Series - Puccini, located at Bathurst Street and King Street, Richmond Hill. Attached hereto and marked as **Exhibit "A"** is a copy of the Contract between the Plaintiffs and Silver Streams.
7. From on or about June 21, 2010 to August 27, 2010, the Plaintiffs invoiced Silver Streams for the supply of labour and materials, of which the amount of \$250,321.70 was outstanding.
8. Notwithstanding the Plaintiffs' repeated efforts to obtain payment of the outstanding amount of \$250,321.70, Silver Streams failed and/or refused to pay said amount.
9. On or about January 21, 2011, the Plaintiffs commenced an action in Newmarket in the Superior Court of Justice against Silver Streams, Imran and Asma (collectively referred to as the "**Defendants**") under Court File Number CV-11-102579 ("**Foremont Action**"). In the Foremont Action the Plaintiffs claimed breach of trust relating to the outstanding amount of \$250,321.79 under Sections 8 and 13 of the Construction Lien Act of Ontario. Attached hereto and marked as **Exhibit "B"** to this my Affidavit is a copy of the Statement of Claim.
10. Pursuant to Section 8 of the Construction Lien Act, the Plaintiffs alleged that Silver Streams received progress advance funds on the aforementioned project, which said funds were to be held in trust.
11. The Plaintiffs alleged that they were beneficiaries of said trust.
12. The Plaintiffs also alleged that the defendants, Imran and Asma were officers and/or directors and/or shareholders and/or persons with effective control of the affairs of Silver Streams who assented to and/or acquiesced in conduct that they knew or ought to reasonably have known amounted to breach of trust by Silver Streams pursuant to Section 13 of the Construction Lien Act.

13. On or about February 1, 2011, the Defendants served a Notice of Intent to Defend on the Plaintiffs. Attached hereto and marked as **Exhibit "C"** to this my Affidavit is a copy of the Notice of Intent to Defend.
14. On or about March 2, 2011, the Defendants served a Statement of Defence on the Plaintiffs. Attached hereto and marked as **Exhibit "D"** to this my Affidavit is a copy of the Statement of Defence.
15. On or about October, 2011, the Plaintiffs and the Defendants executed Minutes of Settlement. Under the terms of the Minutes of Settlement, the Defendants agreed to pay \$253,769.53 to the Plaintiffs. In the event that the Defendants were in default of any of the payments to the Plaintiffs, the Defendants had fifteen (15) business days from the date that a notice of default was mailed to the Defendants by registered mail at their business address of 103 Naughton Drive, Richmond Hill, Ontario L4C 8B3 to remedy said default. Where said default was not remedied within said time period, the Minutes of Settlement provides that the Plaintiffs may obtain judgment against the Defendants for the amount owing less any payments received by the Plaintiffs. Attached hereto and marked as **Exhibit "E"** to this my Affidavit is a copy of the Minutes of Settlement.
16. On or about August, 2012, the Defendants made their last payment under the Minutes of Settlement and made no further payment to the Plaintiffs. The outstanding balance of the amount owed was \$151,285.75. No further payments have been made by the Defendants to the Plaintiffs.
17. On or about December 17, 2012, Silver Streams executed an escrow agreement with the Plaintiffs regarding the distribution of proceeds. The escrow agreement was apparently signed by all parties, but the Plaintiffs were not given a copy with all parties' signature. Attached hereto and marked as **Exhibit "F"** to this my Affidavit is a copy of the Escrow Agreement.

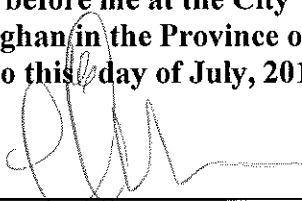
18. After the last payment of August, 2012, payments were supposed to be made in accordance with the Escrow Agreement based on lot closings. As the lots closed, the escrow agent paid for new work performed by the Plaintiffs but not old work that is the subject of the claim in the Foremont Action.

CCAA Proceedings

19. On or about December 17, 2013, Justice Newbould granted an Order, *inter alia*, appointing a monitor for Silver Streams, Silver Stream Homes Inc., 2148993 Ontario Inc., 2148990 Ontario Inc., 2147681 Ontario Inc. and 2147650 Ontario Inc., and staying all proceedings commenced or that may be commenced against the said companies, the directors and officers of said companies, and the property of said companies. Attached hereto and marked as **Exhibit "G"** to this my Affidavit is a copy of the Order of Justice Newbould dated December 17, 2013.
20. On or about January 16, 2014, the lawyers for the Plaintiffs sent a notice of default to the Defendants. A copy of said notice was sent to the escrow agent and the lawyers for the Defendants. Attached hereto and marked as **Exhibit "H"** to this my Affidavit is a copy of the notice of default dated January 16, 2014.
21. On or about January 16, 2014, Justice Wilton-Siegel granted an Order, extending the stay period until April 18, 2014. Attached hereto and marked as **Exhibit "I"** to this my Affidavit is a copy of the Order of Justice Wilton-Siegel dated January 16, 2014.
22. On or about April 17, 2014, Justice Newbould further extended the stay period to July 3, 2014. Attached hereto and marked as **Exhibit "J"** to this my Affidavit is a copy of the Order of Justice Newbould dated April 17, 2014.
23. On or about June 24, 2014, the Plaintiffs sent a second notice of default to the Defendants. Attached hereto and marked as **Exhibit "K"** to this my Affidavit is a copy of the notice of default dated June 24, 2014.

24. On or about June 26, 2014, Justice Brown further extended the stay period to September 26, 2014. Attached hereto and marked as **Exhibit "L"** to this my Affidavit is a copy of the Order of Justice Brown dated June 26, 2014.
25. To date, the Defendants have not remedied their default under the Minutes of Settlement. The amount outstanding is \$151,285.75.
26. The Plaintiffs seek to lift the stay of proceedings in favour of Silver Streams in this matter and to obtain leave to continue the Foremont Action so that they may obtain judgment against Silver Streams as a result of its default under the Minutes of Settlement.
27. The Plaintiffs also seek to lift the stay of proceedings in favour of Imran and Asma notwithstanding paragraph 16 of Justice Newbould's Order dated December 17, 2013 and to obtain leave to continue the Foremont Action so that they may obtain judgment against Imran and Asma as a result of their default under the Minutes of Settlement.
28. The Plaintiffs want to preserve their interests. The Foremont Action continues to be put on hold while the stay on continuing proceedings has been extended multiple times. It is my understanding that a proposal or plan of arrangement has not yet been has been prepared.
29. I make this Affidavit in support of the within motion and for no other or improper purpose.

Sworn before me at the City
of Vaughan in the Province of
Ontario this 4 day of July, 2014



A Commissioner, etc.
Christine Kellowan
Barrister & Solicitor
Notary Public

)
) 
) **MARY MONTAGNER**
)

IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF SILVER STREAM 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)**

Proceeding Commenced at Toronto

AFFIDAVIT OF MARY MONTAGNER

BLANCHI PRESTA LLP

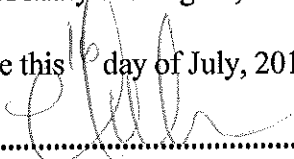
Barristers and Solicitors
9100 Jane Street
3rd Floor, Building "A"
Vaughan, Ontario L4K 0A4

Domenic Presta (025501P)

(905) 738-1078 (tel)
(905) 738-0528 (fax)

Lawyers for the moving parties, Foremont
Drywall Inc., 1382479 Ontario Inc.,
1382479 Ontario Inc., 1382503 Ontario Inc.
and 2203579 Ontario Inc., carrying on
business as Foremont Drywall Contracting

This is **Exhibit "A"** referred to in the
affidavit of Mary Montagner, sworn
before me this 16 day of July, 2014.


.....
A Commissioner, etc.

LABOUR AND MATERIAL CONTRACT

Trade Description: DRYWALL

THIS CONTRACT made this 1st day of October, 2009.

BETWEEN:

Silver Streams Puccini Inc. Tel: (416) 707-6387
103 Naughton Drive Fax: (905) 508-3671
Richmond Hill, Ontario
L4C 8B3

("The Owner")
OF THE FIRST PART

- and -

Formont Drywall ~~Inc~~ Contracting Tel: (905) 792-2718
495 Deerhurst Drive Fax: (905) 792-7995
Brampton, Ontario L6T 5K3

WSIB #
("Contractor")

OF THE SECOND PART

In consideration of the payment by The Owner the Contractor of the amounts set out in Schedule "B" attached hereto, the Contractor agrees to supply the goods and services set out in Schedule "A" attached hereto on a dwelling by dwelling basis and in strict compliance with the plans and specifications supplied by The Owner and in accordance with the following terms and conditions which may be expressly varied by a schedule attached to this Contract as an Addendum and initialed by the parties:

1. The labour and/or material and scope of work as set out in Schedule "A" shall be supplied by the Contractor to the job site known as:

Symphony Series -- Puccini (Bathurst/ King st.), Richmond Hill

(the "Site")

LABOUR AND MATERIAL CONTRACT

2. The Owner agrees to pay the Contractor for the supply of labour and/or material, as per the fixed pricing set out in Schedule "B" attached hereto, which pricing includes all the provincial taxes with G.S.T. being extra (the "Contract Price").
3. The Owner agrees to pay the Contractor the Contract Price on the terms set out in Schedule "B". All Contractor's invoices shall be accompanied by a completion slip signed by The Owner's Site Superintendent. The Contractor shall be authorized by The Owner to proceed with the agreed upon work on a dwelling by dwelling basis. ~~The Owner reserves the right to add or delete dwellings from this Contract.~~ The balance of the Contract Price will be paid to the Contractor forty-six (46) days following the date of final completion of the work, provided that no liens have been filed and that the work receives the complete approval of The Owner as well as The Owner's architect and engineer. Prior to final payment of the Contract Price the Contractor shall supply The Owner with a clearance certificate from the Workplace Safety & Insurance Board in respect of its workers. JH
4. The Owner shall not be responsible for the payment of any labour or material not specifically provided for herein unless a purchase order has been issued and approved by The Owner's head office, and the request for payment for said labour and material shall be submitted to The Owner with a completion slip signed by the Site Superintendent.
5. All payments, whether progress or final, to be made by The Owner to the Contractor are subject to the lien holdback provided for by the Construction Lien Act. The Contractor agrees that no lien will be filed against the property without first giving The Owner at least three (3) business days prior written notice of its intention to file a lien. Neither the final payment nor any part thereof shall become due until the Contractor obtains and delivers to The Owner a declaration of last supply and a complete release of all liens arising out of this Contract. ~~Provided, however, that the Contractor may, in the alternative, furnish a bond satisfactory to The Owner to indemnify The Owner against any claim under such~~ JH
~~liens.~~
6. The Contractor agrees to comply with all the rules, by-laws and regulation of every governmental or municipal authority relating to construction, payment of employment insurance, holiday pay and workers' compensation. ~~Further, where applicable, the work shall be completed in full compliance with directives of the Central Mortgage and Housing Corporation.~~ The Contractor shall obtain and pay JH
for all necessary permits or licenses required for the execution of the work and pay all required fees.

LABOUR AND MATERIAL CONTRACT

7. ~~At the sole option of The Owner, the Contractor agrees to provide The Owner with a performance bond in the amount stipulated by The Owner, which amount shall be available to The Owner forthwith in the event of non-performance by the Contractor of any of the terms and provisions of this Contract, including any schedules attached hereto. The cost of obtaining such performance bond shall be paid by the Contractor.~~ ~~PM~~
8. The Contractor hereby indemnifies and saves The Owner harmless from any and all claims, demands, costs, damages or actions whatsoever arising out of the provision of work and/or material to the Site by the Contractor, or those for whom the Contractor is in law responsible. The Contractor agrees to maintain adequate insurance against such claims which may be made for damages to property and for personal injury, including death, with minimum liability coverage of Two Million Dollars (\$2,000,000.00) per occurrence with payment to The Owner and the Contractor as their interests may appear. Certificates of insurance, duly signed by the Insurance Company, shall be filed with The Owner showing The Owner as a named insured. The Contractor shall ~~be~~ ^{Not} responsible for injury or death to its employees, agents and subcontractors while riding in any The Owner vehicle. ~~PM~~
9. The Contractor agrees to guarantee the work and materials provided for a period of time as stated in the attached Schedule "A" and agrees to correct any deficiencies therein forthwith after notice by The Owner of same. The guarantee period shall start to run from the date of substantial performance as defined in the ~~Construction Lien Act.~~ **CLOSING DATE FOR EACH LOT.** ~~PM~~
10. The Contractor agrees to begin and carry on the work within one (1) business day from being so notified to do so by The Owner and shall continue with all due dispatch and complete the work in a prompt, diligent, good and workmanlike manner with a minimum of interference with The Owner or other contractors and shall be complete in every detail notwithstanding that every item necessarily involved is not particularly mentioned in the plans and specifications. All materials shall be new unless otherwise agreed upon. ~~PM~~
11. There shall be only one single point of contact from the Contractor for all the work under this contract. Owner will only inform the about the required work to this contact person. This contact person will be responsible for coordinating all the work within the Contractor's organization.

LABOUR AND MATERIAL CONTRACT

12. The Contractor shall be bound to start the execution of work within 24 hours of the requirement being conveyed to the Contractor's contact person either in writing or verbally.
13. The Contractor acknowledges that he is under the general control of The Owner and shall accede to the reasonable requests of The Owner in the provision of the goods and services so as to facilitate the timely completion of the project being built on the Site. The Contractor agrees that no changes shall be made or any additional work done in respect of the plans and specifications unless the same have been ordered by The Owner in writing. Minor changes and/or revisions to the plans and specifications are to be ~~incorporated at no extra charge~~, *priced accordingly and a P.O. issued as per item #4*
14. In the event the Contractor fails to commence and proceed with the work as set out in this Contract, The Owner may, in addition to its other remedies, terminate this Contract and the Contractor shall be responsible for all damages or costs arising out of such default. *RMH*
15. The Contractor agrees to correct any deficiencies forthwith after receiving written notification of same from The Owner, failing which, The Owner may attend to same at the Contractor's expense. An administrative fee of Two Hundred and Fifty Dollars (\$250.00) plus G.S.T. per occurrence will be charged by The Owner for any deficiencies corrected by The Owner. Further, the Contractor agrees to correct any deficiencies or infractions that have been noted by Central Mortgage and Housing Corporation, municipal building inspectors or The Owner's consulting engineer. The Owner shall be entitled to direct the Contractor to make additions, alterations, cost deviations or other changes from the work done and shall deduct the cost of same from any payment unless agreed to in writing.
16. The Contractor agrees to perform the work without leaving any waste or garbage and must leave the Site "broom clean" and in accordance with further reasonable requirements of the Site Superintendent, failing which, The Owner may proceed to have this work done and shall deduct the cost of same from any payment owing to the Contractor. The Contractor shall be responsible to ensure that all trucks making deliveries to them do not track mud onto municipal roads when leaving the site. Any road cleaning attributable to the Contractor will be back charged.
17. The Contractor agrees to compare his working drawings with those approved by the local building and zoning department, ~~Central Mortgage and Housing Corporation, if applicable~~, and to transfer any changes to his working drawings. *RMH*
The approved drawings will be available for comparison at the Site

LABOUR AND MATERIAL CONTRACT

Superintendent's office. All work shall be completed in accordance with the Ontario Building Code, National Building Code, local by-laws and, if applicable, to ~~requirements of Central Mortgage and Housing Corporation, Ontario Housing Corporation, The Owner's mortgagee~~ and to The Owner's Site Superintendent. The working drawings are the property of The Owner and shall be returned to The Owner when the work is completed.

18. The Contractor shall comply with all construction requirements of The Owner **AS PER SCOPE OF WORK** and all federal, provincial and municipal laws, regulations and codes in force at the date of issuance of the building permits, including, but without limiting the generality of the foregoing:

- (a) The Ontario Building Code;
- (b) ~~CMHC Builder's Bulletins;~~
- (c) ~~Ontario Electricity Safety Code;~~
- (d) The Occupational Health and Safety Act; and
- (e) The Worker's Compensation Act

and all regulations there under, amendments thereto or substitutions therefor, in connection with the presence of the Contractor at the Site and in the supply of labour and/or material described in this Contract. The Contractor shall be responsible for and shall forthwith correct or remedy any violations of such requirements, laws, regulations and codes in force at the date of this Contract or issued or enacted during the course of the work. The Owner may require the Contractor to furnish to it any construction inspection reports as the Contractor may be required to obtain by municipal authorities or as may become available to the Contractor.

19. Without restricting the generality of the foregoing, the Contractor warrants and represents to The Owner that the Contractor is fully familiar with its obligations under the Occupational Health and Safety Act (the "OHSA") and agrees to fully comply with its obligations thereunder in carrying out the work described in this Contract. The Contractor acknowledges that The Owner is relying on the Contractor's warranty and representation as set out in this paragraph in entering into this Contract. In particular and without limiting the obligations of the Contractor hereunder, the Contractor specifically agrees with The Owner that:

(a) It has an occupational health and safety policy written or reviewed within the year prior to the date of execution of this Contract, has set up a program to implement such policy, and shall post such policy at the Site where its workers will be most likely to see it;

(b) It has read and understands The Owner's Safety Policy and agrees to abide by the recommendations contained therein and further agrees that it will make all of its employees aware of the policy;

LABOUR AND MATERIAL CONTRACT

- (c) It will take every precaution reasonable in the circumstances for the protection of its workers and other workers at the Site;
 - (d) It will ensure that all obligations of the OHSA with the respect to the appointment of health and safety representatives and joint health and safety committees are complied with and to co-operate with The Owner and other Contractors in that regard;
 - (e) It will comply with all of its obligations pursuant to the OHSA with respect to toxic substances ("WHMIS" requirements) including posting copies of any orders or directives from the Ministry of Labour, ensuring that all Hazardous Materials as defined by the OHSA or regulations brought on to the Site by the Contractor are identified in the prescribed manner, ensuring that material safety data sheets ("MSDS") are prepared and distributed and posted as necessary, and ensuring that all worker instruction and training requirements of the OHSA are fully satisfied;
 - (f) It will fully co-operate with The Owner and the Ministry of Labour in all matters relating to the OHSA and to provide to them on request such evidence in writing of such compliance as is or should be available, including evidence of WHMIS training where applicable; and
 - (g) It will require any of its Subcontractors to agree with it in writing to comply with all of the Subcontractor's obligations pursuant to the OHSA and as specified in this paragraph.
 - (h) In an emergency, The Owner's representative may stop the progress of work whenever in their opinion such stoppage may be necessary to ensure the safety of life, work or neighbouring property.
 - (i) All accidents must be reported to The Owner's representative and all accidents requiring medical aid or involving lost time must be reported to the Worker's Safety & Insurance Board on the usual forms. A copy of each report and form must be submitted to The Owner's representative on site.
20. The Contractor shall, to the full extent permitted by law, defend, indemnify and save harmless The Owner and its directors, officers, employees and agents from and against any and all claims, demands, losses, costs, damages, actions, suits or proceedings directly or indirectly arising or alleged to arise out of the failure by The Owner to comply with any of its obligations under the OHSA with respect to matters for which the Contractor is responsible pursuant to this Contract.
21. If the Contractor should neglect to perform the work provided for herein in compliance with the OHSA to a substantial degree or repeatedly fails to comply with its obligations under the OHSA to a lesser degree, The Owner may notify the Contractor in writing that the Contractor is in default of its

LABOUR AND MATERIAL CONTRACT

obligations pursuant to this Contract and shall instruct the Contractor to forthwith correct such default failing which The Owner shall have the right to terminate this Contract and have the work completed by an alternative contractor in which case the Contractor shall be responsible for any additional costs which The Owner may hereby incur.

22. The Contractor will enter into the Occupational Health & Safety Management Sub-Contractor Agreement which will be part of this contract.
23. The Contractor authorizes and directs the Ministry of Labour to provide to The Owner full particulars of the Contractor's safety records and any orders issued against the Contractor by the Ministry of Labour, both with respect to the immediately preceding two-year period, and the Contractor warrants and represents to The Owner that the number of worker days lost by the Contractor during the immediately preceding two-year period due to construction accidents is 8 days [CONTRACTOR TO INSERT].
24. The Contractor shall not employ any persons on the Site whose labour union affiliations or lack thereof may cause delay or stoppage of work or whose labour union affiliations or lack thereof are such as may result in delay in the execution of any part of the project of which the work described herein forms a part. If applicable and prior to commencement of work, the Contractor shall provide to The Owner a certificate or letter from such union stating that the Contractor is in good standing with the appropriate union.
25. Prior to commencing the work, the Contractor shall provide evidence of compliance with the requirements of the Worker's Compensation Act including payments due thereunder and worker's compensation numbers, together with unemployment insurance numbers, and shall provide further such clearances at the completion of the work and monthly during the course of construction. In the event that the Contractor shall fail to comply as aforesaid, The Owner may, in addition to its other remedies, withhold sufficient monies from the Contractor and use same to cure the Contractor's default. The Contractor shall, to the full extent permitted by law, defend, indemnify and save harmless The Owner and its directors, officers, employees and agents from and against any and all claims, demands, losses, costs, damages, actions, suits or proceedings directly or indirectly arising out of obligations of The Owner pursuant to the Workers' Compensation Act with respect to any employees of the Contractor.

LABOUR AND MATERIAL CONTRACT

26. The Contractor agrees to ensure that every worker employed on the Site shall be paid the applicable minimum wage in respect of the work performed at the Site.
27. The Contractor shall confine his machinery, storage of materials and his work to limits indicated by by-law, permits or directions of The Owner and shall not unreasonably encumber the Site with his materials. The Owner shall not be responsible for lost or stolen tools, machinery or materials prior to being installed. The Contractor shall not load or permit any part of the building under construction to be loaded with a weight that will endanger the Contractor's or building safety. The Contractor shall further enforce The Owner's instructions regarding signs, advertisements, fires and smoking.
28. The Contractor shall give his work his constant supervision at the Site and in his absence, shall place a fully competent foreman in charge of the work at the Site who shall remain in charge until all of the work is completed.
29. In the event that the Contractor becomes insolvent or is declared bankrupt at any time before final payment is made, The Owner shall have the right to hold back ten percent (10%) of the Contract Price until the expiration of the guarantee period as set out above. The Owner agrees to hold these funds in trust for a period of one (1) year from the date of substantial performance and The Owner shall have the right to use the amount held in trust to make good any defects arising from the Contractor's work. Should the Contractor become insolvent or at any time refuse or neglect to supply sufficient properly skilled workers or material of the proper quality, or fail in any respect to perform the work with promptness and diligence, or fail in the performance of any of the provisions herein contained, The Owner in its sole discretion, shall be at liberty to terminate this Contract and to enter on the Site and take possession for the purpose of completing the work under this Contract, of all materials, tools and appliances and to employ any other person to finish the work. In case of such termination, the Contractor shall not be entitled to receive any further payments under this Contract until the work is completed, at which time, if the unpaid balance of the amount to be paid under the Contract shall exceed the expense of The Owner in finishing the work, the excess shall be paid by The Owner to the Contractor but if such expense shall exceed such unpaid balance, the Contractor shall pay the difference to The Owner.

LABOUR AND MATERIAL CONTRACT

30. The Contractor shall do all cutting, fitting or patching of his work that may be required to make several parts come together properly and fitted to receive the work of other contractors as shown on the working drawings. The Contractor shall not endanger any existing work by cutting, digging or otherwise and shall not cut or alter the work of any other contractor except with the written consent of The Owner's consulting engineer. The Contractor shall repair forthwith any damage to curbs caused by the Contractor's vehicles, machinery or workers. Prior to the commencing work on each dwelling, the Contractor must ensure the correctness of work done previously by others which may affect its work and if any omissions or discrepancies are found, the Site Superintendent is to be notified immediately. If the Contractor fails to comply with this condition, the Contractor at its own expense shall remove and replace any part of its work required to rectify the work of another contractor and replace or repair the work of any other contractor damaged in such removal or replacement.
31. Prior to release of any holdbacks and upon completion of project, Contractor shall furnish to The Owner all warranty certificates, operating manuals and maintenance manuals.
32. Notice may be given by either party to the other by delivering same to the address noted above or such other address as may be directed by the parties by personal delivery or by facsimile (fax). The notice shall be deemed to be received on the date it was delivered or sent. Email shall not be considered a valid form of notice or communication under the terms and conditions of this Contract.
33. Time shall be of the essence in this Contract.
34. This Contract shall be interpreted and governed in accordance with the laws in force in the Province of Ontario.
35. The Contractor shall not assign this Contract. The Contractor also agrees not to subcontract work without the written permission of The Owner and if such permission is given, then the Contractor agrees to bind every subcontractor by the terms and conditions of this Contract.

LABOUR AND MATERIAL CONTRACT

36. The Contractor shall not deal directly with the purchasers of any dwelling prior to occupancy without the consent of The Owner.
37. It is understood that open fires are prohibited under legislation of the Province of Ontario. Accordingly the Contractor covenants and agrees that they shall not start, or permit to be started, fires or any kind whatsoever on the Site.
38. All equipment that uses fuel must have fire extinguishers within close proximity of the area in which they are being used. It is the ~~Contractor's~~ responsibility to provide the necessary fire extinguishers. **OWNER'S** 
39. No amendment or alteration of this Contract shall be valid or binding unless made in writing and signed by the parties.
40. The parties hereto acknowledge that they have read this Contract, understand it, and agree to be bound by its terms and conditions; and further that it is the complete and exclusive agreement between the parties hereto which supersedes any representations, promises, warranties, covenants, conditions, proposals or prior agreements, oral or written, or any other communications relating to the subject matter of this Contract.
41. All the drawings and specifications received the Contractor will also be required to be followed.

LABOUR AND MATERIAL CONTRACT

IN WITNESS WHEREOF the parties have executed this Contract on the date first above written.

("CONTRACTOR")

FOREMONT DRYWALL CONTRACTING

Per:

Witness:

M. Montagner

[Signature]

Name: M. MONTAGNER
Position: A.S.O.

Name: D. CARELLI

("THE OWNER")

Per:

Witness:

[Signature]

Name: SUHAIL A. SIDDIQUI
Position: f SILVER STREAMS HOMES
PUCINI INC.

Name:



September 28, 2008

Silver Stream Homes Inc.
103 Naughton Drive
Richmond Hill, Ont.
L4C 3B8

Attn: Suhail A. Siddiqui
Re: Singles in Richmond Hill, Ont.

Dear Suhail,

Here are our Revised Prices for the above project as per drawings dated April 2008 and the following scope of work.

Insulation:

- R40 blown/batt insulation to roof ceilings above habitable areas only
- R20 batt insulation to exterior walls above grade
- R25 ½ lb. density spray foam insulation to garage ceilings and overhangs if inhabited above
- R12 blanket wrap insulation to near full height of basement perimeter walls (15" aff)
- All thermal insulation to be covered with 6 mil. vapour barrier excluding spray foam

Drywall:

- ½" ceiling board to roof trusses @ 24" o.c. only
- ½" plain drywall to remaining walls and ceilings
- ½" plain drywall to garage walls and ceilings as per O.B.C. for gas proofing only. Remainder of garage to be left unfinished.
- Shower and tub enclosures to receive denshield tile backer board up 4' high with the remainder being water resistant drywall
- All drywall to be nailed (using a minimum number of nails) and screwed, joints filled and taped, covered and sanded left ready for priming and finishes by others.
- Removal of drywall debris will be done by our forces.

Other:

- Metal corner beads to all external corners excluding wood trimmed arches and doors
 - All ceilings to be machine sprayed texture finish throughout excluding wet areas and garages.
 - Invoicing upon completion of taping, payment net 30 days.
 - Our labour rate per "man hour" is \$ 65.00 plus materials.
 - All units to have 9' main and 8' second floor ceiling heights
 - 5/8" fire rated drywall to exterior walls and joist cavities to zero lot line condition as per plans.
 - All material for prepping behind boxes, bulkheads, stairs, tubs etc. to be supplied only, installed by others.
- Warranty is for one (1) year as per Tarron guidelines.

5/28

AK

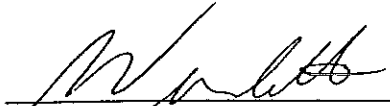
Our prices including P.S.T. only, G.S.T. extra are firm until April 30, 2010:

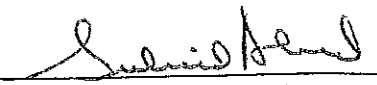
<u>MODEL</u>	<u>PRICE</u>	<u>REMARKS:</u>
2209 Beethoven	\$ 13,907 ✓	Includes firewall garage side
Opt. second floor . B	\$ 14,057 ✓ <i>10' ceilings</i>	" " " "
2275 Liberace	\$ 13,802 ✓	
Opt. second floor	\$ 13,922	
2340 Maestro	\$ 15,439 ✓ <i>15,589</i>	Includes firewall garage side
Opt. Elevation B	\$ 15,559 ✓	" " " "
Opt. second floor	\$ 120	" " " "
2591 Mozart	\$ 15,000 ✓	Includes firewall garage side
2888 Soprano Modified	\$ 16,664 ✓	Includes firewall garage side
2948 Soprano Standard	\$ 16,614 ✓	Includes firewall garage side
3190 Flamenco	\$ 18,476	Includes firewall garage side
Opt. Elevation B	\$ 18,626	" " " "
3248 Flamenco	\$ 17,939	Includes firewall garage side
Opt. Elevation B	\$ 18,089	" " " "
3493 Melodeon	\$ 18,493 ✓	
Opt. sunken laundry >2R	\$ 600	
3519 Pavarotti	\$ 19,565	
Opt. Elevation B	\$ 19,845	
Opt. first floor plan	\$ 195 Credit	
3780 Rhapsody	\$ 21,156	
3925 Serenade	\$ 21,011	
Opt. sunken laundry >2R	\$ 600	

*See next page
for 10' ceilings*

In hoping that all of the above will meet with your approval, we remain,

Yours truly,
Foremont Drywall Inc.


Angelo Venditto, Senior Estimator.

Accepted By: 
Silver Stream Homes Inc.



EXTRA TO CONTRACT

Effective
Expiry

MAY 2009
APRIL 2010

DESCRIPTION OF WORK:

1. Repair work (*not including materials*) \$ 65.00 / hour
2. Skylights:
 - Large 4x4 flared \$ 915.00 / each
 - Medium 2x4 flared \$ 645.00 / each
 - 2x4 in cathedral ceilings \$ 510.00 / each
3. Smooth ceilings in lieu of textured spray (*excluding high ceilings & resilient channels*)
 - up to 1500 sq. ft. \$ 620.00 / each
 - 1501 sq. ft. up to 3000 sq. ft. \$ 930.00 / each
 - 3001sq. ft. up to 4500 sq. ft. \$ 1,400.00 / each
 - For bungalows add resilient channels to the price above T.B.D.
 - \$ 115.00 / room
4. Knock down ceilings in lieu of textured spray (*excluding priming*)
 - \$ 145.00 / room
 - \$ 0.37 / sq. ft.
5. Resilient channel to roof trusses (*must be applied to smooth sec. floor ceilings*) \$ 0.47 / sq. ft.
6. 1/2" drywall (*taped and sanded ready for priming*) \$ 1.18 / sq. ft.
7. Gas fireplace bump out (*not shown on drawings*) \$ 165.00 / each
8. Art niche / media niche with round corner beads (*maximum one shelf*) \$ 115.00 / each
9. 3 1/2" "Quietzone" fiberglass noise control insulation \$ 0.90 / sq. ft.
10. R50 blown insulation upgraded from R40 \$ 0.35 / sq. ft.
11. Extra shower with denshield 4' up from base and the remaining being water resistant drywall \$ 280.00 / each
12. Finished basement foyer (*max. 10' x 10'*) \$ 800.00 / each
13. Finished basement bathroom
 - 2 pce. \$ 375.00 / each
 - 3 pce. \$ 620.00 / each
14. Hinged wall in basement condition (additional framed wall)
 - \$ 0.85 / sq. ft.
 - As above with zero lot line condition (*1 side only*) \$ 2.05 / sq. ft.
15. Round feature arch \$ 85.00 / each
16. Pot light cut outs \$ 7.00 / each
17. 3/4" Radius bullnose corner beads (*maximum 3000 sq. ft includes adaptors.*) \$ 805.00 / unit
18. Coffered ceilings on first floor (*Max. height of 9'-11"*) \$ 130.00 / each

Note: 10' main floor and 9' second floor ceiling heights are to be priced as per model.

9/15

~~15~~

SCHEDULE "B"

FORMONT

S/N	LOT NUMBER AS PER LATEST M-PLAN	MODEL NAME	MODEL NUMBER	ELEVATION	PRICE IN \$	
1	1	SOPRANO*	2888	ELEV-A	16664.00	✓
2	2	MOZART	2591**	ELEV-A	15000.00	✓
3	3	SOPRANO	2888*	ELEV-A	16664.00	✓
4	4	SOPRANO	2888*	ELEV-A	16664.00	✓
5	5	MOZART	2591**	ELEV-B	15000.00	✓
6	6	SOPRANO	2888	ELEV-A	16664.00	✓
7	7 SOPRANO	MOZART	2591* 2947	ELEV-A	15000.00	16,614.00 ✓
8	8	MELODEON	3493	ELEV-A	18493.00	✓
9	9	BEETHOVAN	2209	ELEV-B	13907.00	✓
10	10	MAESTERO	2340	ELEV-A	15439.00	✓
11	11	LIBERACE	2275	ELEV-B	13802.00	✓
12	12	LIBERACE	2275	ELEV-B	13802.00	✓
13	13	MAESTERO	2340	ELEV-B	15559.00	✓
14	14	MAESTERO	2340	ELEV-B	15559.00	✓
15	15	MAESTERO	2340	ELEV-A	15439.00	✓
16	16	LIBERACE	2275	ELEV-B	13802.00	✓
17	17	SOPRANO	2888	ELEV-B	16664.00	✓
18	18	MOZART*	2591	ELEV-B	15000.00	✓
19	19	SOPRANO	2888	ELEV-A	16664.00	✓
20	20	MOZART	2591	ELEV-A	15000.00	✓
			TOTAL		310786.00	312400.00 ✓

NOTE: * = MODEL 2888 WITH SIDE ENTRANCE & WITHOUT ELEVATOR CHUTE

** = MODEL 2591 WITH SIDE ENTRANCE



October 26, 2009

Silver Stream Homes Inc.
103 Naughton Drive
Richmond Hill, Ont.
L4C 8B3

Attn: Suhail A Siddiqui
Re: Singles in Richmond Hill, Ont.

Dear Suhail,

Here are our Revised Prices for the above project as per drawings dated April 2008 and the following scope of work.

Insulation:

- R40 blown/batt insulation to roof ceilings above habitable areas only
- R20 batt insulation to exterior walls above grade
- R25 ½ lb. density spray foam insulation to garage ceilings and overhangs if inhabited above
- R12 blanket wrap insulation to near full height of basement perimeter walls (15" aff)
- All thermal insulation to be covered with 6 mil. vapour barrier excluding spray foam

Drywall:

- ½" ceiling board to roof trusses @ 24" o.c. only
- ½" plain drywall to remaining walls and ceilings
- ½" plain drywall to garage walls and ceilings as per O.B.C. for gas proofing only. Remainder of garage to be left unfinished.
- Shower and tub enclosures to receive denshield tile backer board up 4' high with the remainder being water resistant drywall
- All drywall to be nailed (using a minimum number of nails) and screwed, joints filled and taped, covered and sanded left ready for priming and finishes by others.
- Removal of drywall debris will be done by our forces.

Other:

- Metal corner beads to all external corners excluding wood trimmed arches and doors
- All ceilings to be machine sprayed texture finish throughout excluding wet areas and garages.
- Invoicing upon completion of taping, payment net 30 days.
- Our labour rate per "man hour" is \$ 65.00 plus materials.
- All units to have 9' main and 8' second floor ceiling heights
- 5/8" fire rated drywall to exterior walls and joist cavities to zero lot line condition as per plans.
- All material for prepping behind boxes, bulkheads, stairs, tubs etc. to be supplied only, installed by others.

Our prices including P.S.T. only, G.S.T. extra are firm until April 30, 2010:

CREDIT \$150

LESS \$150

<u>MODEL</u>	<u>PRICE</u>	<u>10' MAIN</u>	<u>REMARKS:</u>
2209 Beethoven	\$ 14,057	\$ 745.00	Includes firewall garage side
Opt. second floor	\$ 14,207	\$ 750.00	" " " "
2275 Liberace	\$ 13,952	\$ 760.00	
Opt. second floor	\$ 14,072	\$ 760.00	
2340 Maestro	\$ 15,589	\$ 780.00	Includes firewall garage side
Opt. Elevation B	\$ 15,709	\$ 780.00	" " " "
Opt. second floor	\$ 120	\$ 780.00	" " " "
2591 Mozart	\$ 15,150	\$ 845.00	Includes firewall garage side
2888 Soprano Modified	\$ 16,814	\$ 925.00	Includes firewall garage side
2948 Soprano Standard	\$ 16,764	\$ 920.00	Includes firewall garage side
3190 Flamenco	\$ 18,626	\$ 1,040.00	Includes firewall garage side
Opt. Elevation B	\$ 18,776	\$ 1,040.00	" " " "
3248 Flamenco	\$ 18,989	\$ 1,005.00	Includes firewall garage side
Opt. Elevation B	\$ 18,239	\$ 1,005.00	" " " "
3493 Melodeon	\$ 18,643	\$ 1,050.00	
Opt. sunken laundry >2R	\$ 600	\$ 1,050.00	
3519 Pavarotti	\$ 19,715	\$ 1,105.00	
Opt. Elevation B	\$ 19,995	\$ 1,105.00	
Opt. first floor plan	\$ 195 Credit	\$ 1,105.00	
3780 Rhapsody	\$ 21,306	\$ 1,150.00	
3925 Serenade	\$ 21,101	\$ 1,210.00	
Opt. sunken laundry >2R	\$ 600	\$ 1,210.00	

In hoping that all of the above will meet with your approval, we remain,

Yours truly,
Foremont Drywall Inc.


Angelo Venditto, Senior Estimator.

Accepted By: _____
Silver Stream Homes Inc.

Foremont Drywall Contracting

ATTN: SUHAIL

495 Deerhurst Drive, Brampton, Ont. L6T 5K3
Tel. (905) 792 - 2718 • Fax. (905) 792 - 7995

FAKED
06/25/10

SCHEDULE "A"

EXTRA TO CONTRACT

Effective
Expiry

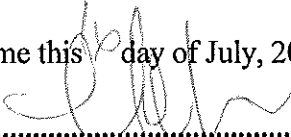
MAY 2010
APRIL 2011

DESCRIPTION OF WORK:

- | | |
|---|--------------------|
| 1. Repair work (not including materials) | \$ 67.00 / hour |
| 2. Skylights: | |
| Large 4x4 flared | \$ 935.00 / each |
| Medium 2x4 flared | \$ 660.00 / each |
| 2x4 in cathedral ceilings | \$ 520.00 / each |
| 3. Smooth ceilings in lieu of textured spray (excluding high ceilings & resilient channels) | |
| up to 1500 sq. ft. | \$ 630.00 / each |
| 1501 sq. ft. up to 3000 sq. ft. | \$ 950.00 / each |
| 3001sq. ft. up to 4500 sq. ft. | \$ 1,430.00 / each |
| For bungalows add resilient channels to the price above | T.B.D. |
| | \$ 120.00 / room |
| 4. Knock down ceilings in lieu of textured spray (excluding priming) | \$ 150.00 / room |
| | \$ 0.39 / sq. ft. |
| 5. Resilient channel to roof trusses | \$ 0.50 / sq. ft. |
| 6. 1/2" drywall (taped and sanded ready for priming) | \$ 1.20 / sq. ft. |
| 7. Gas fireplace bump out (not shown on drawings) | \$ 170.00 / each |
| 8. Art niche / media niche with round corner beads (maximum one shelf) | \$ 120.00 / each |
| 9. 3 1/2" "Quietzone" fiberglass noise control insulation | \$ 0.92 / sq. ft. |
| 10. R50 blown insulation upgraded from R40 | \$ 0.35 / sq. ft. |
| 11. Extra shower with denshield 4' up from base and the remaining being water resistant drywall | \$ 285.00 / each |
| 12. Finished basement foyer (max. 10' x 10') | \$ 815.00 / each |
| 13. Finished basement bathroom | |
| 2 pce. | \$ 385.00 / each |
| 3 pce. | \$ 630.00 / each |
| 14. Hinged wall in basement condition (additional framed wall) | \$ 0.87 / sq. ft. |
| As above with zero lot line condition (1 side only) | \$ 2.10 / sq. ft. |
| 15. Round feature arch | \$ 90.00 / each |
| 16. Pot light cut outs | \$ 7.50 / each |
| 17. 3/4" Radius bullnose corner beads (maximum 3000 sq. ft includes adaptors.) | \$ 830.00 / unit |
| 18. Coffered ceilings on first floor (Max. height of 9'-11") | \$ 135.00 / each |

Note: 10' main floor and 9' second floor ceiling heights are to be priced as per model, unless noted otherwise (uno).

This is Exhibit "B" referred to in the
affidavit of Mary Montagner, sworn
before me this day of July, 2014.


.....
A Commissioner, etc.

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

FOREMONT DRYWALL INC.,
1382479 ONTARIO INC., 1382503 ONTARIO INC. and
2203579 ONTARIO INC. carrying on business as
FOREMONT DRYWALL CONTRACTING

Plaintiff(s)

- and -

SILVER STREAMS HOMES (PUCCINI) INC.,
IMRAN JINNAH and ASMA JINNAH

Defendant(s)

STATEMENT OF CLAIM

TO THE DEFENDANT(S):

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff(s). The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario Lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the Plaintiff(s) lawyer(s) or, where the Plaintiff(s) do(es) not have a lawyer, serve it on the Plaintiff(s), and file it, with proof of service, in this court office, WITHIN TWENTY DAYS after this Statement of Claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your Statement of Defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

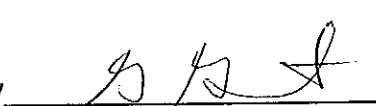
Instead of serving and filing a Statement of Defence, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your Statement of Defence.

If you wish to defend this proceeding but are unable to pay legal fees, legal aid may be available to you by contacting a local Legal Aid office.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU.

Date: January 21, 2011

Issued by


Local Registrar

TO: **SILVER STREAMS HOMES (PUCCINI) INC.**

103 Naughton Drive
Richmond Hill, Ontario
L4C 8B3

Address of Court Office:

50 Eagle Street West
Newmarket, Ontario
L3Y 6B1

IMRAN JINNAH

103 Naughton Drive
Richmond Hill, Ontario
L4C 8B3

ASMA JINNAH

103 Naughton Drive
Richmond Hill, Ontario
L4C 8B3

1. THE PLAINTIFF CLAIMS:

- (a) payment of the sum of \$250,321.79 by the Defendants or any one of them;
- (b) pre- and post-judgment interest pursuant to provisions of the Courts of Justice Act and any amendments thereto;
- (c) costs of this matter on a substantial indemnity basis, together with any harmonized sales tax which may be payable on any amount pursuant to the Excise Tax Act, R.S.C. 1985, as amended;
- (d) an accounting of all funds received by Silver Streams Homes (Puccini) Inc. and misappropriated by the said Defendant contrary to the provisions of the Construction Lien Act with the knowledge and consent of the co-Defendant(s) and judgment for all funds which the said Defendants cannot properly account for;
- (e) a declaration that the Defendants are in breach of the trust provisions of the Construction Lien Act, 1990, with respect to the property hereinafter referred to and are liable to this plaintiff for such breach or breaches and damages to the extent of \$250,321.79, plus interest and costs for the breaches aforesaid;

(f) such further and other relief as this Honourable Court deems just.

2. The Plaintiffs, Foremont Drywall Inc., 1382479 Ontario Inc., 1382503 Ontario Inc. and 2203579 Ontario Inc., are corporations incorporated under the laws of the Province of Ontario and carry on business in the Province of Ontario as Foremont Drywall Contracting (hereinafter collectively "Foremont Drywall Contracting").

3. The Defendant, Silver Streams Homes (Puccini) Inc. (hereinafter "Silver Streams Homes"), is a corporation incorporated under the laws of the Province of Ontario and carries on business in the Province of Ontario and was at all material times the general contractor and/or subcontractor in connection with various construction projects in the Province of Ontario as the terms contractor and subcontractor are defined in the Construction Lien Act, 1990.

4. The Defendant, Imran Jinnah, resides in the Province of Ontario and was at all material times an officer and director and one of the persons having effective control of the Defendant, Silver Streams Homes.

5. The Defendant, Asma Jinnah, resides in the Province of Ontario and was at all material times an officer and director and one of the persons having effective control of the Defendant, Silver Streams Homes.

6. The Plaintiff states that the Defendant, Silver Streams Homes, ordered from the Plaintiff labour and supply relating to supply and installation of drywall and related products for which there is due and owing to the Plaintiff the sum of \$250,321.79 .

7. Full particulars of the running account are recorded in Schedule "A" attached hereto.

8. The Plaintiff states and the fact is that numerous attempts have been made to collect the amounts outstanding and the Defendants have failed or neglected to make said payments.

9. The Plaintiff further alleges that the Defendant, Silver Streams Homes, received progress advance funds on those projects from the owner, which funds were held in the trust fund of the Defendants under the provisions of Section 8 of the Construction Lien Act, 1990.

10. The Plaintiff states and the fact is that it is a beneficiary of the funds received by the Defendant, Silver Streams Homes.

11. In the alternative, the Plaintiff alleges the funds are owed to Silver Streams Homes by related corporations to Silver Streams Homes who are holding such funds and whose principals of those corporations are some or all of the principals of Silver Streams Homes, the particulars of which are not known to the Plaintiff at the time of pleading hereof.

12. The project involved is Silver Streams Homes (Puccini) Phase 1.

13. The Plaintiff further alleges that Silver Streams Homes, in breach of the Construction Lien Act, 1990, appropriated and converted to its own use or uses not authorized by the trust, the funds received on the projects referred to in a previous paragraph and thereby caused the Plaintiff damages to the extent of its claim herein.

14. The Plaintiff further alleges that the Defendants, Imran Jinnah and Asma Jinnah, are officers, directors, shareholders and person with effective control of the affairs of the corporation who assented to and/or acquiesced in a conduct which they knew or ought to reasonably have known amounted to breach of trust by the corporation and they are personally liable to the Plaintiff herein for such breach pursuant to Section 13 of the Construction Lien Act.

15. The Plaintiff, at the time of pleading hereof, does not have particulars of the contracts entered into by the Defendant, Silver Streams Homes, nor particulars of the amounts received from the various construction projects.

The Plaintiff proposes that this action be tried at Newmarket, Ontario.

January 21, 2011

BIANCHI PRESTA
9100 Jane Street
3rd Floor, Building A
Vaughan, Ontario
L4K 0A4

Domenic Presta
Law Society No. 025501P
(905) 738-1078 (tel)
(905) 738-0528 (fax)

Solicitor for the Plaintiff(s)

SCHEDULE "A"

Date	Document Type	Document Number	Debits	Credits	Balance
12-Dec-2008	Unapplied	0000000074		0.01	-0.01
21-Jun-2010	Sales Invoice	014023	461.65		461.64
24-Jun-2010	Sales Invoice	014032	196,350.00		196,811.64
09-Aug-2010	Cheque	801		17,497.20	179,314.44
09-Aug-2010	Cheque	802		15,750.00	163,564.44
09-Aug-2010	Cheque	823		17,497.20	146,067.24
25-Aug-2010	Cheque	0932		15,750.00	130,317.24
25-Aug-2010	Cheque	0933		17,497.20	112,820.04
29-Oct-2010	Cheque	1113		17,497.20	95,322.84
25-Jun-2010	Sales Invoice	014046	2,535.75		97,858.59
28-Jun-2010	Sales Invoice	014065	546.00		98,404.59
06-Jul-2010	Sales Invoice	014129	301.71		98,706.30
16-Jul-2010	Sales Invoice	014142	378.55		99,084.85
29-Jul-2010	Sales Invoice	014218	454.26		99,539.11
29-Jul-2010	Sales Invoice	014219	18,830.32		118,369.43
29-Jul-2010	Sales Invoice	014220	18,830.32		137,199.75
29-Jul-2010	Sales Invoice	014221	18,773.82		155,973.57
29-Jul-2010	Sales Invoice	014222	20,897.09		176,870.66
29-Jul-2010	Sales Invoice	014223	15,596.26		192,466.92
29-Jul-2010	Sales Invoice	014224	15,596.26		208,063.18
29-Jul-2010	Sales Invoice	014225	17,581.67		225,644.85
29-Jul-2010	Sales Invoice	014226	15,596.26		241,241.11
09-Aug-2010	Sales Invoice	014239	227.13		241,468.24
16-Aug-2010	Sales Invoice	014254	2,728.95		244,197.19
16-Aug-2010	Sales Invoice	014255	536.75		244,733.94
16-Aug-2010	Sales Invoice	014256	672.35		245,406.29
16-Aug-2010	Sales Invoice	014257	1,045.25		246,451.54
16-Aug-2010	Sales Invoice	014258	536.75		246,988.29
16-Aug-2010	Sales Invoice	014259	672.35		247,660.64
16-Aug-2010	Sales Invoice	014260	536.75		248,197.39
16-Aug-2010	Sales Invoice	014261	536.75		248,734.14
16-Aug-2010	Sales Invoice	014262	672.35		249,406.49
16-Aug-2010	Sales Invoice	014263	536.75		249,943.24
27-Aug-2010	Sales Invoice	014336	378.55		250,321.79

FOEMONT DRYWALL INC. et al

- and - SILVER STREAMS HOMES (PUCCINI) INC.

Court File No. *CN-11-102579-00*

ONTARIO SUPERIOR COURT OF JUSTICE Proceeding Commenced at Newmarket	
STATEMENT OF CLAIM	BIANCHI PRESTA Barristers and Solicitors 9100 Jane Street 3rd Floor, Building "A" Vaughan, Ontario L4K 0A4 (905) 738-1078 (tel) (905) 738-0528 (fax) Domenic Presta Law Society No. 025501P Solicitor for the Plaintiffs

This is **Exhibit "C"** referred to in the
affidavit of Mary Montagner, sworn
before me this 10 day of July, 2014.

.....
A Commissioner, etc.

Court File No. CV-11-102579-00

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

**FOREMONT DRYWALL INC.,
1382479 ONTARIO INC., 1382503 ONTARIO INC.
and 2203579 ONTARIO INC. carrying on business as
FOREMONT DRYWALL CONTRACTING**

Plaintiffs

- and -

**SILVER STREAMS HOMES (PUCCINI) INC.,
IMRAN JINNAH AND ASMA JINNAH**

Defendants

NOTICE OF INTENT TO DEFEND

The Defendants, Silver Streams Homes (Puccini) Inc., Imran Jinnah and Asma Jinnah intend to defend this action.

Date: February 1, 2011

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

Stephen Schwartz
LSUC Registration No. 25980A
Tel: (416) 218-1132
Fax: (416) 218-1832
Lawyers for the Defendants

TO: BIANCHI PRESTA
Barristers and Solicitors
9100 Jane Street
3rd Floor, Building A
Vaughan, Ontario L4K 0A4

Domenic Presta
LSUC Registration No. 025501P
Tel: (905) 738-1078
Fax: (905) 738-0528

Lawyers for the Plaintiffs

FOREMONT DRYWALL INC. ET AL.

Plaintiffs

SILER STREAMS HOMES (PUCCINI) INC. ET AL.

and

Defendants

Court File No. CV-11-102579-00

**ONTARIO
SUPERIOR COURT OF JUSTICE**Proceedings commenced at
NEWMARKET**NOTICE OF INTENT TO DEFEND****CHAITONS LLP**Barristers and Solicitors
5000 Yonge Street, 10th Floor
Toronto, ON M2N 7E9**Stephen Schwartz**LSUC Registration No. 25980A
Tel: (416) 218-1132
Fax: (416) 218-1832

Lawyers for the Defendants

This is **Exhibit "D"** referred to in the
affidavit of Mary Montagner, sworn
before me this 7 day of July, 2014.

.....
A Commissioner, etc.

4Court File No. CV-11-102579-00

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

**FOREMONT DRYWALL INC.,
1382479 ONTARIO INC., 1382503 ONTARIO INC.
and 2203579 ONTARIO INC. carrying on business as
FOREMONT DRYWALL CONTRACTING**

Plaintiffs

- and -

**SILVER STREAMS HOMES (PUCCINI) INC.,
IMRAN JINNAH AND ASMA JINNAH**

Defendants

STATEMENT OF DEFENCE

1. The Defendants, Silver Streams Homes (Puccini) Inc., Imran Jinnah and Asma Jinnah (the "Defendants") admit the allegations pleaded in paragraphs 2, 3, 4, 7 and 12 of the Statement of Claim ("Claim").
2. The Defendants deny the allegations pleaded in paragraphs 6, 8, 9, 10, 11, 13 and 14 of the Claim. The Defendants further deny that the Plaintiff is entitled to relief claimed in paragraph 1 of the Claim and put the Plaintiff to strict proof thereof.
3. The Defendants have no knowledge of the allegations pleaded in paragraph 15 of the Claim.

4. Silver Streams Holmes Puccini Inc. (the "Company") carries on business as a residential home builder. The Company is currently developing a residential subdivision comprised of four phases located in Richmond Hill, Ontario at the intersection of King Road and Bathurst Street (the "Project").
5. As to paragraph 5 of the Claim, Asma Jinnah is not an officer and director of and does not have effective control over the Company.
6. The Defendants admit that the Company entered into a contract with the Plaintiffs pursuant to which the Plaintiffs agreed to provide drywall servicing to the Company. Neither of the individual Defendants were a party to the contract.
7. As to paragraph 9 of the Claim, the Company received progress advance funds which were held in trust under Section 8 of the *Construction Lien Act* (the "Act"). The financing was insufficient to fund all the construction costs. Construction financing for the Project was also funded by investors in the form of equity and not debt. Accordingly, these funds were not impressed with a trust pursuant to section 8 of the Act. Where monies were borrowed in the form of debt, the Defendants deny that they are in breach of any trust provisions of the Act.
8. All amounts impressed with a trust received by the Company in connection with the Project were used in the Project. The Defendants deny that they appropriated or converted any part of trust monies for a use inconsistent with any trust established.
9. If there was a breach of trust, which is not admitted and which is expressly denied, the individual Defendants deny that they consented to or acquiesced in any

3

conduct which they knew or ought to have known was a breach of trust by the Company.

10. For the reasons hereinbefore pleaded, the Defendants submit that the action be dismissed with costs.

Date: March 2, 2011

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

Stephen Schwartz
LSUC Registration No. 25980A
Tel: (416) 218-1132
Fax: (416) 218-1832

Lawyers for the Defendants

TO: BIANCHI PRESTA
Barristers and Solicitors
9100 Jane Street
3rd Floor, Building A
Vaughan, Ontario L4K 0A4

Domenic Presta
LSUC Registration No. 025501P
Tel: (905) 738-1078
Fax: (905) 738-0528

Lawyers for the Plaintiffs

FOREMONT DRYWALL INC. ET AL.

Plaintiffs

SILER STREAMS HOMES (PUCCINI) INC. ET AL.

and

Defendants

Court File No. CV-11-102579-00

**ONTARIO
SUPERIOR COURT OF JUSTICE**Proceedings commenced at
NEWMARKET**STATEMENT OF DEFENCE****CHAITONS LLP**Barristers and Solicitors
5000 Yonge Street, 10th Floor
Toronto, ON M2N 7E9**Stephen Schwartz**

LSUC Registration No. 25980A

Tel: (416) 218-1132

Fax: (416) 218-1832

Lawyers for the Defendants

This is **Exhibit "E"** referred to in the
affidavit of Mary Montagner, sworn
before me this 6 day of July, 2014.

.....
A Commissioner, etc.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

**FOREMONT DRYWALL INC.,
1382479 ONTARIO INC., 1382503 ONTARIO INC. and
2203579 ONTARIO INC. carrying on business as
FOREMONT DRYWALL CONTRACTING**

Plaintiff

- and -

**SILVER STREAMS HOMES (PUCCINI) INC.,
IMRAN JINNAH and ASMA JINNAH**

Defendants

MINUTES OF SETTLEMENT

THE PARTIES HERETO have agreed to settle this matter on the following terms and conditions:

1. The Defendants shall pay to the Plaintiff the sum of \$253,769.53 comprised as follows (the "Debt"):

- (a) with respect to the St. Alban Mews project, the sum of \$3,447.73; and
- (b) with respect to the Puccini (Phase 1) project, the sum of \$250,321.80.

2. The Debt shall be paid to the Plaintiff by the Defendants forthwith after closing of the homes set out in the attached Schedule by way of payments in the sum of \$4,881.00 per house until the Debt has been paid in full. Tentative closings of 52 units are shown in Schedule "A" which are subject to change. For greater certainty, the \$4,881.00 per house only becomes payable on the closing of each house.

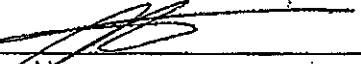
3. In the event that the Defendants are in default of any of the payments to the Plaintiff, the Defendants shall have fifteen (15) business days to remedy the default, such fifteen day period to commence from the day the notice of default is mailed to the Defendants by registered mail to their business address at 103 Naughton Drive, Richmond Hill, Ontario, L4C 8B3. If the Defendants do not remedy the default within fifteen (15) business days of mailing the notice of default, the Plaintiff will be at liberty to obtain judgment against the Defendants for the amount of the Debt less any amount actually received by the Plaintiff pursuant to these Minutes of Settlement.

4. Once the Debt has been paid in full and the last cheque has cleared the bank, the action shall be dismissed without costs and the parties shall execute Full and Final Releases in favour of each other in the form attached hereto as Schedules "B" and "C".

IN WITNESS WHEREOF the parties hereto have hereunto affixed their
hands and seals.

SIGNED, SEALED & DELIVERED
in the presence of

) FOREMONT DRYWALL INC.
) 1382479 ONTARIO INC.
) 1382503 ONTARIO INC.
) 2203579 ONTARIO INC. cob as
) FOREMONT DRYWALL
) CONTRACTING

) Per: 

) Name:

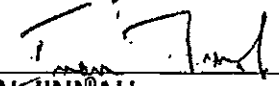
) I have authority to bind the corporations

) SILVER STREAMS HOMES
) (PUCCINI) INC.

) Per: 

) Name:

) I have authority to bind the corporation

) 
) IMRAN JINNAH

) 
) ASMA JINNAH

SILVER STREAMS HOMES
SYMPHONY SERIES
PLAN # 65M-4156

2nd Phase

LOT NUMBER AS PER M-PLAN	Marketing lot #	Model	Sq ft	Elevation	Tentative Closing Dates
1	61	Melodeon	3,493	A	16-Mar-12
2	62	Soprano	2,947	A	19-Dec-11
3	63	Soprano	2,947	B	21-Dec-11
4	33	Mozart	2,591	A	14-Jan-12
5	34	Soprano	2,947	A	10-Jan-12
6	35	Primadonna	2,461	A	17-Jan-12
7	1	Serenade	3,926	A	21-Dec-11
8	39	Serenade	3,926	A	16-Feb-12
9	38	Libera	2,275	B	31-Jan-12
10	37	Libera	2,275	B	22-Feb-12
11	36	Beethoven	2,209	A	24-Jan-12
12	40	Libera	2,275	B	23-Feb-12
13	41	Maestro	2,340	A	29-Feb-12
14	42	Beethoven	2,209	A	30-Nov-11
15	43	Melodeon	3,500	A	2-Feb-12
16	44	Soprano	2,947	A	6-Feb-12
17	59	Mozart	2,591	A	17-Nov-11
18	60	Melodeon	3,500	A	12-Jan-12
19	53	Serenade Tandom	4,158	A	28-Feb-12
20	52	Rhapsody	3,780	A	14-Mar-12
21	51	Libera	2,275	B	21-Nov-11
22	54	Rhapsody	3,780	A	30-Jan-12
23	25	Serenade	3,926	A	31-Jan-12
24	26	Rhapsody	3,780	B	19-Jan-12
25	27	Renaissance	4,286	A	21-Dec-11

Towns/ Semis

Townhome	Type	Size	TENTATIVE CLOSING DATE
----------	------	------	---------------------------

Block 1

1c	Type1/Model 3	The Lyric	2,617	6-Aug-12
2	Type1/Model 1	The Opus	2,697	7-Aug-12
3	Type1/Model 1	The Opus	2,697	8-Aug-12

Block 4

15c	Type1/Model 2	The Melody	2,014	30-Jul-12
16	Type1/Model 2	The Melody	2,014	31-Jul-12
17	Type1/Model 2	The Melody	2,014	2-Aug-12
18	Type1/Model 2	The Melody	2,014	2-Aug-12
19c	Type1/Model 3	The Lyric	1,959	3-Aug-12

Block 5

20c	Type3/Model 2	The Diva	1,861	23-Jul-12
21	Type3/Model 1	The Rhythm	1,650	24-Jul-12
22	Type3/Model 1	The Rhythm	1,650	25-Jul-12
23	Type3/Model 1	The Rhythm	1,650	25-Jul-12
24	Type3/Model 1	The Rhythm	1,650	26-Jul-12
25c	Type3/Model 1	The Rhythm	1,650	27-Jul-12

Block 6

34c	Type2/Model 3	The Opera	1,638	16-Jul-12
35	Type2/Model 2	The Mandolin	1,599	17-Jul-12
36	Type2/Model 2	The Mandolin	1,599	18-Jul-12
37	Type2/Model 1	The Harmonica	1,554	19-Jul-12
38	Type2/Model 1	The Harmonica	1,554	19-Jul-12
41c	Type2/Model 3	The Opera	2,450	20-Jul-12

Block 7

42c	Type2/Model 3	The Opera	2,450	9-Jul-12
44	Type2/Model 2	The Mandolin	2,368	10-Jul-12
45	Type2/Model 1	The Harmonica	1,693	11-Jul-12
46	Type2/Model 2	The Mandolin	1,796	11-Jul-12
47	Type2/Model 2	The Mandolin	1,796	13-Jul-12
48c	Type2/Model 3	The Opera	1,790	13-Jul-12

Semis

Size

31		The Ballad 1 B	2,007	23-Jul-12
----	--	----------------	-------	-----------

SCHEDULE "B"

RELEASE

KNOWN ALL MEN BY THESE PRESENTS that in consideration of the payment to them of the sum of TWO HUNDRED, FIFTY-THREE THOUSAND, SEVEN HUNDRED, SIXTY-NINE DOLLARS, FIFTY-THREE CENTS (\$253,769.53), together with such other good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged and intending to be legally bound thereby, for itself and on behalf of its legal, personal representatives, successors and assigns (hereinafter all referred to as the "Releasor") FOREMONT DRYWALL INC., 1382479 ONTARIO INC., 1382503 ONTARIO INC. and 2203579 ONTARIO INC. carrying on business as FOREMONT DRYWALL CONTRACTING do hereby remise and fully and finally release and forever discharge SILVER STREAMS HOMES (PUCCINI) INC., IMRAN JINNAH and ASMA JINNAH and its legal, personal representatives, successors, assigns, partners, employees, solicitors and agents (hereinafter referred to as the "Releasee") of and from any and all actions, claims, suits, demands, proceedings, damages and losses of any nature whatsoever, and howsoever arising, up to the present time, whether known or unknown in connection with, related to or arising from the transactions which are the subject matter of Superior Court of Justice action number CV-11-102579-00 commenced at Newmarket, including any and all matters which form the subject matter of the said action or similar action, including any consequential damages, interest and costs.

AND IN CONSIDERATION of the foregoing, the Releasor hereby covenants and agrees not to institute or maintain any action against any person or corporation which could claim contribution and/or indemnity against the Releasee pursuant to the provisions of any statute or otherwise with respect to any of the aforesaid matters.

AND IT IS AGREED that the consideration hereby given is deemed not to be an acknowledgement nor an admission of liability by the Releasee and it is further hereby acknowledged and agreed by the Releasor that liability is denied by the Releasee.

DATED at this day of , 2011.

SIGNED, SEALED & DELIVERED)

In the presence of)

FOREMONT DRYWALL INC.

1382479 ONTARIO INC.

1382503 ONTARIO INC.

and 2203579 ONTARIO INC. cob as

FOREMONT DRYWALL CONTRACTING

Authorized Signing Officer

SCHEDULE "C"

RELEASE

KNOWN ALL MEN BY THESE PRESENTS that in consideration of the payment to them of the sum of TWO DOLLARS (\$2.00), together with such other good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged and Intending to be legally bound thereby, for itself and on behalf of its legal, personal representatives, successors and assigns (hereinafter all referred to as the "Releasor") **SILVER STREAMS HOMES (PUCCINI) INC., IMRAN JINNAH and ASMA JINNAH** do hereby remise and fully and finally release and forever discharge **FOREMONT DRYWALL INC., 1382479 ONTARIO INC., 1382503 ONTARIO INC. and 2203579 ONTARIO INC.** carrying on business as **FOREMONT DRYWALL CONTRACTING** and its legal, personal representatives, successors, assigns, partners, employees, solicitors and agents (hereinafter referred to as the "Releasee") of and from any and all actions, claims, suits, demands, proceedings, damages and losses of any nature whatsoever, and howsoever arising, up to the present time, whether known or unknown in connection with, related to or arising from the transactions which are the subject matter of Superior Court of Justice action number CV-11-102579-00 commenced at Newmarket, including any and all matters which form the subject matter of the said action or similar action, including any consequential damages, interest and costs.

AND IN CONSIDERATION of the foregoing, the Releasor hereby covenants and agrees not to institute or maintain any action against any person or corporation which could claim contribution and/or indemnity against the Releasee pursuant to the provisions of any statute or otherwise with respect to any of the aforesaid matters.

AND IT IS AGREED that the consideration hereby given is deemed not to be an acknowledgement nor an admission of liability by the Releasee and it is further hereby acknowledged and agreed by the Releasor that liability is denied by the Releasee.

DATED at this day of , 2011.

SIGNED, SEALED & DELIVERED)

In the presence of)

**SILVER STREAMS HOMES
(PUCCINI) INC.**

Authorized Signing Officer

IMRAN JINNAH

FOEMONT DRYWALL INC. et al

- and - SILVER STREAMS HOMES (PUCCINI) INC.

Court File No. CV-11-102579-00

ONTARIO
SUPERIOR COURT OF JUSTICE
Proceeding Commenced at Newmarket

MINUTES OF SETTLEMENT

BIANCHI PRESTA
Barristers and Solicitors
9100 Jane Street
3rd Floor, Building "A"
Vaughan, Ontario
L4K 0A4

(905) 738-1078 (tel)
(905) 738-0528 (fax)
Domenic Presta
Law Society No. 025501P

Solicitor for the Plaintiffs

This is **Exhibit "F"** referred to in the
affidavit of Mary Montagner, sworn
before me this 10 day of July, 2014.

.....
A Commissioner, etc.

THIS AGREEMENT made this 17th day of December, 2012
AMONG:

SILVER STREAMS HOMES (PUCCINI) INC.
(hereinafter referred to as the "Builder")

OF THE FIRST PART

- AND -

ALL THOSE PARTIES LISTED ON SCHEDULE "A"
ATTACHED HERETO

(hereinafter individually referred to as a "Creditor" and collectively as the "Creditors")
OF THE SECOND PART

- AND -

JACK GREENBERG
(hereinafter referred to as the "Escrow Agent")

OF THE THIRD PART

- AND -

2147650 ONTARIO INC., 2148993 ONTARIO INC.
AND 2148990 ONTARIO INC.

(hereinafter individually referred to as an "Owner"
and collectively as "Owners")

OF THE FOURTH PART

WHEREAS the Builder has constructed several homes on a parcel of land on the north side of Puccini Drive respectively known as Phase 1 and Phase 2 of the Symphony Series Development (collectively known as the "Completed Projects") and the Creditors are owed various sums of money (collectively the "Existing Indebtedness") in connection with the provision of goods, materials and labour to the Completed Projects in the agreed upon amounts shown on Schedule "A" attached hereto;

AND WHEREAS the Builder is scheduled to commence construction shortly on additional homes in the Symphony Series Development in the parcels therein respectively known as Plan 3 (which has 25 single family homes to be built of which 23 are pre-sold) and Phase 3 (which has 40 Townhomes and 8 Semi-detached homes to be built of which 32 have been pre-sold) (the said Plan 3 and Phase 3 are collectively referred to as the "Future Project") and has requested that the Creditors accept the payment terms and arrangements herein to settle the Existing Indebtedness and that the Creditors continue to provide goods, materials and labour to the Builder for the Future Project also on the terms hereinafter set out;

AND WHEREAS the Owners confirm that they have contracted with the Builder to act as their Agent and Manager to construct residential dwellings in the Future Project;

AND WHEREAS the Creditors have agreed to the terms hereinafter set out and have agreed, as long as the terms hereof are complied with, not to commence any action(s) or register any liens for their individual or collective Existing Indebtedness and to continue to work with and for the Builder, subject to the provisions of the Tolling Agreement as executed by the parties thereto and attached as Schedule "B" hereto;

AND WHEREAS the Escrow Agent has agreed to perform the functions as set out herein;

NOW THEREFORE, in consideration of the mutual covenants and agreements set out herein and the sum of Ten (\$10.00) Dollars now paid by each of the parties hereto to each other (the receipt, adequacy and sufficiency of which each party hereto acknowledges), each of the parties hereto agrees as follows:

1. The Builder covenants and agrees and directs as follows:
 - (a) in connection with the Future Project,
 - (i) to retain and give preference to each of the Creditors to perform their type of work for the Future Project which the Builder requires provided such Creditor wishes to do so and has the best competitive price and terms (the "New Work");
 - (ii) to give an irrevocable direction to the lender financing the Builder's construction (the "Lender") for the Future Project stating that the net proceeds of any draw shall be paid to the Escrow Agent;
 - (iii) hereby irrevocably directs the Escrow Agent that the net proceeds of any draw shall be paid forthwith on receipt of same to each creditor referred to in the Cost Consultant's report (which justifies such draw) pro rata to the amount authorized for each creditor therein (hereinafter, the "Net Draw Proceeds"); and
 - (iv) to request draws from the Lender expeditiously to minimize the delay, if any, in payments to the Creditors for the New Work;
 - (b) in connection with the Existing Indebtedness, to repay same together with interest thereon at the Bank of Montreal prime rate plus 3% per annum (hereinafter the "Rate") and :
 - (i) in connection with the sale of any home in the Future Project;
 - (A) hereby irrevocably designates the Escrow Agent as its solicitor to complete the legal work on each aforesaid closing;
 - (B) hereby irrevocably directs the Escrow Agent that, from the net sale proceeds thereof (after deducting HST, closing adjustments, legal costs for the closing, real estate agent/broker commissions, partial discharge amounts for existing encumbrances and

prior servicing obligations, any cash collateralization payments, and reimbursement of prorated soft costs) (hereinafter the "Net Sale Proceeds"), which would be otherwise payable to the Builder, until the Existing Indebtedness together with interest thereon at the Rate, has been paid in full, the Escrow Agent shall deduct, to the extent it is available, \$50,000 from each Plan 3 closing and \$35,000 from each Phase 3 closing to be paid and applied, on a pro rata basis for each Creditor, as follows:

- (1)
 - (a) the first \$10,000 shall be paid and applied against the balance owed to each Creditor in connection with the New Work until same has been paid in full;
 - (b) The parties hereto acknowledge that from each draw from the Lender, 23% of the value of the New Work completed on the Future Project will not be advanced by the Lender, 10% attributable to the usual construction lien holdback and 13% for HST; and
- (2) the balance shall be paid and applied against the Existing Indebtedness and interest thereon; and
- (3) the foregoing payments shall be made by the Escrow Agent together with an account of calculation of same to the Creditors on a monthly basis for all closings which have occurred in the prior month, but no later than the 46th day after the closing of any residential unit.

2. The Escrow Agent will hold back from the Net Sale Proceeds an amount (the "Closing Holdback") calculated as the difference between the estimated cost of construction of the residential unit being sold at a rate of \$100 per sq. ft. for each specific residential unit less whatever amounts have already been disbursed by the Escrow Agent against that amount to the Creditors and other suppliers to the Future Project pending receipt of final invoices from the Creditors, which have been approved by the Builder. Such approval/agreement for unpaid invoices shall be finalized as between the Builder and any Creditor on the later of five (5) business days (i) after the closing of any residential unit, or (ii) the rendering of the invoice. Payment of same shall be made by the Escrow Agent as soon as possible after the said approval/agreement of the amount owing out of the Closing Holdback to the extent the Closing Holdback is sufficient.

3. Upon execution of this agreement by all parties hereto, the Escrow Agent hereby undertakes to all parties to act in accordance with the aforesaid instructions and irrevocable directions provided to him by the Builder and to forthwith advise each of the Creditors if the Builder changes the solicitor acting for it in connection with the draws from the Lender and/or in connection with the aforesaid sale closings.
4. (a) The Owners hereby acknowledge, confirm and agree that they have irrevocably authorized the Builder to enter into this Agreement with the other parties hereto and that any actions of the Builder, or of the Escrow Agent shall be deemed to be the actions of and to be fully authorized by the Owners.
- (b) The Owners acknowledge and agree to the repayment of the Existing Indebtedness to the Creditors as described herein, notwithstanding that the Existing Indebtedness may have been incurred by the Creditors for labour, materials and services provided on the Completed Project in respect of lands which may have been owned by parties other than the Owners herein.
5. Each of the Creditors agrees as follows:
 - (a) That the amount shown on Schedule A attached hereto opposite its name is the final and correct amount outstanding to it in connection with the Completed Projects;
 - (b) That it accepts the arrangements herein to satisfy the New Work and the Existing Indebtedness and that, unless there is default hereunder by either the Builder or the Escrow Agent, it will not commence any action for collection of that portion of the New Work or the Existing Indebtedness due to it nor will it register any lien or liens against any of the Completed Projects or the Future Project therefor; and
 - (c) That the Escrow Agent has no liability to any Creditor for the whole or any part of the Existing Indebtedness or the cost of the New Work and that he shall only be obligated to distribute such Net Sale Proceeds which are paid to or held by him pursuant to the aforesaid instructions and irrevocable instructions to the extent such Net Sale Proceeds are sufficient net of his reasonable costs for so acting.
6. Each of the parties hereto acknowledges and agrees that each other party hereto is relying on the covenant(s) of each party hereto to perform their obligations hereunder and in particular, as between the Creditors, to comply with subparagraph 3(b) hereof and that each party hereto could suffer damages or losses for a failure to so comply.
7. Each party hereto agrees that time is of the essence hereof and that this agreement shall be governed by the laws of the Province of Ontario.

8. Each party hereto agrees that this agreement shall enure to the benefit of and be binding on each party hereto and their respective heirs, executors, administrators, successors and assigns.

9. Each party hereto agrees that this agreement may be signed in counterpart or counterparts and when all such counterparts are combined same shall constitute the entire agreement.

In Witness Whereof each of the parties hereto has executed this agreement under the hand of its proper officer duly authorized in that behalf and to be deemed to be effective as of the 17th day of December, 2012.

WITNESS:) SILVER STREAMS HOMES (PUCCINI) INC.
)
) PER: _____
) Imran Jinnah-President
) I have authority to bind the Corporation
)
)
) _____
) Jack Greenberg as Escrow Agent
)
) THE PARTIES REFERRED TO AS THE
) CREDITORS HAVE SIGNED OPPOSITE THEIR
) NAMES ON SCHEDULE A ATTACHED
) HERETO
)
) 2147650 ONTARIO INC.
)
) PER: _____
) Imran Jinnah - President
) I have authority to bind the Corporation
)
) 2148993 ONTARIO INC.
)
) PER: _____
) Imran Jinnah - President
) I have authority to bind the Corporation
)
) 2148990 ONTARIO INC.
)
) PER: _____
) Imran Jinnah - President
) I have authority to bind the Corporation

SCHEDULE A
CREDITORS AND EXISTING INDEBTEDNESS

<u>Creditors</u>	<u>Existing Indebtedness</u>
------------------	------------------------------

SOLO ELECTRIC LTD.	\$116,773.68
--------------------	--------------

Per: _____

I have authority to bind the Corporation

13205 McLaughlin Road
Caledon, ON L7C 2B1

CANADIAN CONCRETE FORMING LTD.	\$151,158.41
--------------------------------	--------------

Per: _____

I have authority to bind the Corporation

100 Creditstone Road
Concord, ON L4K 1P2

E.D. CARPENTRY LIMITED	\$ 201,511.34 I
------------------------	-----------------

Per: _____

I have authority to bind the Corporation

3302 Cardross Road
Mississauga, ON L4X 2N2

PAYE PLUMBING & HEATING INC.	\$141,091.44
------------------------------	--------------

Per: _____

Pat Di Stefano - President

I have authority to bind the Corporation

360 Enford Road
Richmond Hill, ON L4C 3G1

MEDI GROUP INCORPORATED

Per: _____

I have authority to bind the Corporation

56 Brockport Drive
Toronto, ON M9W 5N1

PILBRO III INC.

\$425,712.57

Per: _____

Tony Pileggi -

I have authority to bind the Corporation

13 Roxaline Street
Etobicoke, ON M9P 2Y6

FOREMONT DRYWALL CONTRACTING
Partnership
by FOREMONT DRYWALL INC.

\$253,932.58

Per: M. Montagne

I have authority to bind the Corporation

495 Deerhurst Drive
Brampton, ON L6T 5K3

SCHEDULE B

TOLLING AGREEMENT

(Dated December 17th, 2012)

BETWEEN:

Ashcott Mews Developments Inc., Silver Streams Homes Inc.,
Silver Streams Homes (Puccini) Inc. and D&I Developments Inc.
(collectively, the "Silver Stream Parties")
and IMRAN JINNAH (the "Principal")

- and -

Those parties set out on Schedule "A" hereto
(individually a "Contractor", and collectively the "Contractors")

WHEREAS:

- A. The Silver Stream Parties and the Contractors entered into various contracts (the "Contracts") pursuant to which the Contractors agreed to supply and install labour, materials, works and services to projects known as Phase 1 and Phase 2 of the Symphony Series Development located in the Town of Richmond Hill (the "Projects");
- B. The Contractors supplied such services, labour and materials to the Projects, pursuant to the Contracts;
- C. The Silver Stream Parties are currently indebted to the Contractors for those amounts as set out on Schedule "A" hereto (the "Indebtedness") and the parties herein have agreed to extend all applicable limitation periods and related defences in relation to the claims for the Indebtedness (the "Contractor Claims") which may be asserted as against the Silver Stream Parties and the Principal by the Contractors or any one of them under this Agreement of which this Schedule "B" forms part, dated the 17th day of December, 2012 (the "Settlement Agreement").

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, the parties hereto covenant and agree as follows:

1. The running of any and all statutory limitation periods, including, without limiting the generality of the foregoing, the limitation period set out in the *Limitations Act*, 2002, S.O., c.24, as amended, the defence of laches, and all other statutes and rules of substance or procedure governing or pertaining to the time for the bringing of any and all actions, applications or other proceedings by any Contractor against any or all of the Silver Stream Parties and the Principal with respect to, or arising out of, or related to the Contractor Claims, have been and are hereby suspended and tolled from the effective date of this agreement to a period of three years thereafter, or until such other time as this agreement is terminated in accordance with its terms (the "Suspension Period").
2. For greater certainty, and except if such Contractor is in contravention of the Settlement Agreement, any action, application or other proceeding commenced by any Contractor against any or all of the Silver Stream Parties and the Principal during the Suspension Period shall be treated for the purpose of any limitation period, or the defence of laches, as though it was commenced on the business day prior to the commencement of the Suspension Period. Any action, application or other proceeding by any Contractor against any of the Silver Stream Parties and the Principal after the Suspension Period shall be treated, for the purpose of the consideration of any limitation period or defence of laches, as though the limitation period or delay did not run during the Suspension Period;
3. Either party, on written notice to the other, can terminate this Agreement at any time upon providing the other party with 30 days written notice of termination. Notice to terminate shall be delivered by facsimile as follows:

a. If to Contractors:

c/o Baker Schneider Ruggiero LLP
Attention: Gerald Warner
Fax: 416-363-0645

b. If to Silver Stream Parties and the Principal:

c/o Law Offices of Jack Greenberg
Attention: Jack Greenberg
Fax: 416 485-3246

4. Nothing in this Tolling Agreement is to be taken as any acknowledgment of any liability by the Silver Stream Parties, the Principal or the Contractors, nor as any acknowledgment by any of the Contractors that any limitation period is applicable or would expire or that any defence of laches would apply but for this Tolling Agreement.

5. This Tolling Agreement may be executed in counterparts (by original or facsimile), which together shall constitute a binding agreement.

6. This Tolling Agreement shall bind and inure to the benefit of the parties hereto and their respective agents, successors and assigns.

7. This Tolling Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario.

IN WITNESS WHEREOF; the parties have executed this Tolling Agreement effective as of the date first above written.

ASHCOTT MEWS DEVELOPMENTS INC.

SILVER STREAMS HOMES INC.

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

I have the authority to bind the Corporation

I have the authority to bind the Corporation

SILVER STREAMS HOMES (PUCCINI) INC.

D&I DEVELOPMENTS INC.

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

I have the authority to bind the Corporation

I have the authority to bind the Corporation

WITNESS

IMRAN JINNAH

K:\Clients A to G\Del Fatti\Medi Group\Silver Streams - 36168\Documents\creditors escrow agreement - (clean) January 22 2013.doc

This is **Exhibit "G"** referred to in the
affidavit of Mary Montagner, sworn
before me this 14 day of July, 2014.

.....
A Commissioner, etc.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.

JUSTICE NEWBOULD

)
)
)

TUESDAY, THE 17TH

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.granthornton.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.

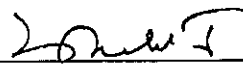
45. **THIS COURT ORDERS** that any interested party (including the Applicants and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this 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 / ENREGISTRÉ À TORONTO
 CR / BOOK NO: 16046568.2
 LE / DANS LE REGISTRE NO: 16046568.2

16046568.2

DEC 17 2013

IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF SILVER STREAMS HOMES INC., SILVER STREAMS
HOMES (PUCCIN) 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

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

Harvey Chaiton (LSUC #21592F)
Tel: (416) 218-1129
Fax: (416) 218-1849

Stephen Schwartz (LSUC #25980A)
Tel: (416) 218-1132
Fax: (416) 218-1832

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

Lawyers for the Applicants

This is **Exhibit "H"** referred to in the
affidavit of Mary Montagner, sworn
before me this day of July, 2014.


.....
A Commissioner, etc.

* * * COMMUNICATION RESULT REPORT (JAN. 17. 2014 10:49AM) * * *

FAX HEADER 1: BIANCHI PRESTA LLP
FAX HEADER 2:TRANSMITTED/STORED : JAN. 17. 2014 10:46AM
FILE MODE OPTION

ADDRESS

RESULT

PAGE

942 MEMORY TX

99057619691
4164853246OK
OK3/3
3/3REASON FOR ERROR
E-1) HANG UP OR LINE FAIL
E-3) NO ANSWERE-2) BUSY
E-4) NO FACSIMILE CONNECTION**BIANCHI PRESTA**

Barristers & Solicitors

9100 JANE STREET
3rd FLOOR, BUILDING "A"
VAUGHAN, ONTARIO
L4K 0A4TEL: (905) 738-1078
FAX: (905) 738-0528Telefax Covering LetterDate : January 17, 2014
Operator : Joanne Caravaggio (Ext. 2229)

Time :

PLEASE DELIVER THE FOLLOWING TO :

Name	Firm	Facsimile Number
STEPHEN SCHWARTZ	Chaitons	(416) 218-1832
cc JACK GREENBERG		(416) 485-3246

From : DOMENIC PRESTA, C.S.(Ext. 2223)

WE ARE TRANSMITTING 3 PAGES (including this page)

SUBJECT : Foremont Drywall Inc. et al vs Silver Streams Homes (Puccini) Inc. et al

COMMENTS : *Copy of letter sent to Silver Streams Homes (Puccini) Inc. et al dated January 16, 2014, for your information. Thank you.*

If you do not receive all of the above pages, please call the above operator immediately.

TELEPHONE : (905) 738-1078

TELEFAX : (905) 738-0528

This telecopy is subject to solicitor-client privilege and contains confidential information intended only for the person(s) named above. Any other distribution, copying or disclosure is strictly prohibited. If you have received this telecopy in error, please notify us immediately by telephone and return the original to us by mail without making a copy.

BIANCHI PRESTA

Barristers & Solicitors

9100 JANE STREET
3rd FLOOR, BUILDING "A"
VAUGHAN, ONTARIO
L4K 0A4

TEL: (905) 738-1078
FAX: (905) 738-0528

Telefax Covering Letter

Date : January 17, 2014
Operator : Joanne Caravaggio (Ext. 2229)

Time :

PLEASE DELIVER THE FOLLOWING TO :

Name	Firm	Facsimile Number
STEPHEN SCHWARTZ	Chaitons	(416) 218-1832
cc JACK GREENBERG		(416) 485-3246

From : DOMENIC PRESTA, C.S.(Ext. 2223)

WE ARE TRANSMITTING 3 PAGES (including this page)

SUBJECT : Foremont Drywall Inc. et al vs Silver Streams Homes (Puccini) Inc. et al

COMMENTS : *Copy of letter sent to Silver Streams Homes (Puccini) Inc. et al dated January 16, 2014, for your information. Thank you.*

If you do not receive all of the above pages, please call the above operator immediately.

TELEPHONE : (905) 738-1078

TELEFAX : (905) 738-0528

This telecopy is subject to solicitor-client privilege and contains confidential information intended only for the person(s) named above. Any other distribution, copying or disclosure is strictly prohibited. If you have received this telecopy in error, please notify us immediately by telephone and return the original to us by mail without making a copy.

BIANCHI PRESTA LLP

Barristers & Solicitors

RENZO BELLUZ
DOMENIC C.S. PRESTA* RUDY A. BIANCHI
SANTO A. VELTRI JOHN SESTITO
DANIEL MUSSO JOSEPH M. NATALE
CHRISTINE KELLOWAN

9100 JANE STREET
3rd FLOOR, BUILDING "A"
VAUGHAN, ONTARIO L4K 0A4

TELEPHONE: (905) 738-1078
FACSIMILE: (905) 738-0528

* Certified by the Law Society as a Specialist in Construction Law

REPLY TO: Domenic Presta (Ext. 2223)
EMAIL: dpresta@bianchipresta.com
ASSISTANT: Joanne Caravaggio (Ext. 2229)

January 16, 2014

REGISTERED MAIL

Silver Streams Homes (Puccini) Inc.
103 Naughton Drive
Richmond Hill, Ontario
L4C 8B3

Asma Jinnah
103 Naughton Drive
Richmond Hill, Ontario
L4C 8B3

Imran Jinnah
103 Naughton Drive
Richmond Hill, Ontario
L4C 8B3

Dear Sirs:

**Re: Foremont Drywall Inc. et al vs
Silver Streams Homes (Puccini) Inc. et al
Court File No. CV-11-102579-00**

As you are aware, we represent Foremont Drywall Inc. et al carrying on business as Foremont Drywall Contracting. We further confirm that you entered into Minutes of Settlement with our client, a copy of which is enclosed herein for your reference. We have been advised by our client that you are in default of your payments to our client. In accordance with paragraph three (3) of the said Minutes of Settlement, we are hereby providing you with fifteen (15) days' notice to remedy the default, failing which our client will be at liberty to obtain Judgment against you for the amount due and owing to our client.

Kindly govern yourselves accordingly.

Yours very truly,

BIANCHI PRESTA

Per: 
Domenic Presta

DP:jc
Enclosure

cc Chaitons
Att: Stephen Schwartz

F:\users\joanne\foremont\silverstreams\silverstreams.j16 2014

B_P

This is **Exhibit "I"** referred to in the
affidavit of Mary Montagner, sworn
before me this 14 day of July, 2014.

.....
A Commissioner, etc.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.
JUSTICE WILTON-SIEGEL

)
)
)

THURSDAY, THE 16TH DAY
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 Spiegelman - 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.

CHIEF JUSTICE / LE JUGE EN CHEF
CH / LE JUGE EN CHEF
LE / LE JUGE EN CHEF

JAN 16 2014

W. I. Don - L. A. 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 CHATTONS LLP Barristers and Solicitors 5000 Yonge Street, 10th Floor Toronto, ON M2N 7E9 Harvey Chaiton (LSUC #21592F) Tel: (416) 218-1129 Fax: (416) 218-1849 Stephen Schwartz (LSUC #25980A) Tel: (416) 218-1132 Fax: (416) 218-1832 Maya Poliak (LSUC #54100A) Tel: 416-218-1161 Fax: 416-218-1844 Lawyers for the Applicants
---	---

This is **Exhibit "J"** referred to in the
affidavit of Mary Montagner, sworn
before me this 16 day of July, 2014.

.....
A Commissioner, etc.



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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.
JUSTICE NEWBOULD

)
)
)

THURSDAY, THE 17TH DAY
OF APRIL, 2014

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

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

Applicants

ORDER

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

1. extending the stay period (the "Stay Period") as defined in paragraph 11 of the Initial Order of the Honourable Mr. Justice Newbould dated December 17, 2013 (the "Initial Order");
2. approving the Second Report of Grant Thornton Limited ("GTL") in its capacity as the Court-appointed monitor of the Applicants (the "Monitor") dated April 11, 2014 (the "Second Report"), the Monitor's interim statement of the Applicant's receipts and disbursements from December 17, 2013 to and including March 31, 2014 (the "Interim R&D") and the activities of the Monitor described therein;
3. approving the fees and disbursements of the Monitor and its counsel; and
4. granting such further and other relief as this Honourable Court may deem just.

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

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

SERVICE

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

STAY EXTENSION

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

MONITOR'S ACTIVITIES AND REPORT

3. **THIS COURT ORDERS** that the Second Report, the Interim R&D and the activities of the Monitor described therein, be and are hereby approved.
4. **THIS COURT ORDERS** that the fees and disbursements of the Monitor and its counsel for the period from November 25, 2013, 2014 to and including March 31, 2014, in the amount of \$103,395.68, inclusive of applicable HST, be and are hereby approved.
5. **THIS COURT ORDERS** that the fees and disbursements of the Monitor's legal counsel, Aird & Berlis LLP, for the period from November 13, 2013 to and including March 31, 2014, in the amount of \$110,270.97, inclusive of HST, be and are hereby approved.

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

APR 17 2014
MB

2014.1.17

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

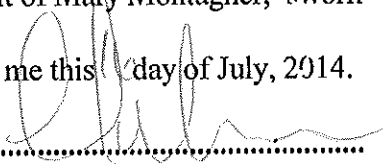
Harvey Chaiton (LSUC #21592F)
Tel: (416) 218-1129
Fax: (416) 218-1849

Stephen Schwartz (LSUC #25980A)
Tel: (416) 218-1132
Fax: (416) 218-1832

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

Lawyers for the Applicants

This is **Exhibit "K"** referred to in the
affidavit of Mary Montagner, sworn
before me this () day of July, 2014.


.....
A Commissioner, etc.

FD

FOREMONT DRYWALL CONTRACTING

COPY

June 24, 2014

REGISTERED MAIL

Silver Streams Homes (Puccini) Inc.
Imran Jinnah and Asma Jinnah
63 Puccini Drive
Richmond Hill, ON L4E2Z2

Re: Minutes of Settlement in Court File #CV-11-102579-00

Pursuant to paragraph 3 of the Minutes of Settlement executed at your offices on October 14, 2011, we are writing to advise you that you are in default in paying payments. The last payment we have received was on August 7, 2012 and there is an outstanding balance of \$151,285.75.

Please be advised that if you do not remedy this default within fifteen (15) business days of the mailing of this notice, we will be taking steps to obtain judgment against you for the amount outstanding under the Minutes of Settlement.

Please govern yourselves accordingly.

Yours truly

M. Montagner
Mary Montagner
Foremont Drywall Contracting

 CANADA POST POSTES CANADA	REGISTERED DOMESTIC CUSTOMER RECEIPT	RECOMMANDÉ RÉGIME INTÉRIEUR REÇU DU CLIENT	R		
<table style="width: 100%;"> <tr> <td style="width: 50%;"> To Name: <u>Silver Streams Homes</u> Address: _____ City / Prov. / Postal Code: <u>L4E2Z2</u> </td> <td style="width: 50%;"> Destinataire Nom: _____ Adresse: _____ Ville / Prov. / Code postal: <u>L4E2Z2</u> </td> </tr> </table>				To Name: <u>Silver Streams Homes</u> Address: _____ City / Prov. / Postal Code: <u>L4E2Z2</u>	Destinataire Nom: _____ Adresse: _____ Ville / Prov. / Code postal: <u>L4E2Z2</u>
To Name: <u>Silver Streams Homes</u> Address: _____ City / Prov. / Postal Code: <u>L4E2Z2</u>	Destinataire Nom: _____ Adresse: _____ Ville / Prov. / Code postal: <u>L4E2Z2</u>				
Declared Value Valeur déclarée: \$ _____		FOR DELIVERY CONFIRMATION www.canadapost.ca / ou CONFIRMATION DE LA LIVRAISON www.postescanada.ca / ou 1 888 550-6333			
33-086-584 (11-04)		CPO Tracking Number / Numéro de repérage de la SCP RW 652 892 494 CA			

REGISTERED
Fragile and perishable articles are not indemnified against damage. Indemnity and fees information is available on request at your postal outlet.

Instructions

- 1) Complete any declared value on receipt, tear on perforated line, date stamp on reverse and give receipt to customer.
- 2) Remove label from backing (except area marked X) and apply the label to front of item adjacent to address.

Apply label here
Veuillez placer l'étiquette ici

RECOMMANDÉ
Aucune indemnité ne sera versée pour l'avarie d'un objet fragile ou périssable. Des renseignements sur les indemnités et les droits sont disponibles à votre comptoir postal.

Instructions

- 1) Indiquer la valeur déclarée dans la section Réçu, détachez la ligne de perforation, apposez la timbre à date au verso et remettre le reçu au client.
- 2) Décollez la pellicule protectrice (sauf la partie marquée d'un X) de l'étiquette. Apposez l'étiquette sur le dessus de l'envoi, près de l'adresse.

ACCEPTING LOCATION
LIEU D'ACCEPTATION

PINE VALLEY
101198
24-00-1171
WOODBINE ON

495 Deerpur Drive,
Tel: 905-792-2711
www.for

Payable To:

FOREMONT DRYWALL CONTRACTING
495 DEERHURST DR
BRAMPTON ON L6T 5K3

Statement Of Account

Phone: 905-792-2718
Fax: 905-792-7995

To The Account Of:

SILVER STREAM HOMES
10660 YONGE ST., BOX #30534
RICHMOND HILL, ON L4C 0C7

Puccini - PH 1

Page: 1
Account: SIVERSTREAMHOMES_AF
As Of: 31-May-2014
Credit Limit: 0.00

Phone: 289-234-0514

Date	Document Type	Document Number	Debits	Credits	Balance
16-Jul-2010	Sales Invoice	014142	378.55		378.55
07-Aug-2012	Cheque	3732		329.74	48.81
29-Jul-2010	Sales Invoice	014218	454.26		503.07
29-Jul-2010	Sales Invoice	014219	18,830.32		19,333.39
29-Jul-2010	Sales Invoice	014220	18,830.32		38,163.71
29-Jul-2010	Sales Invoice	014221	18,773.82		56,937.53
29-Jul-2010	Sales Invoice	014222	20,897.09		77,834.62
29-Jul-2010	Sales Invoice	014223	15,596.26		93,430.88
29-Jul-2010	Sales Invoice	014224	15,596.26		109,027.14
29-Jul-2010	Sales Invoice	014225	17,581.67		126,608.81
29-Jul-2010	Sales Invoice	014226	15,596.26		142,205.07
09-Aug-2010	Sales Invoice	014239	227.13		142,432.20
16-Aug-2010	Sales Invoice	014254	2,728.95		145,161.15
16-Aug-2010	Sales Invoice	014255	536.75		145,697.90
16-Aug-2010	Sales Invoice	014256	672.35		146,370.25
16-Aug-2010	Sales Invoice	014257	1,045.25		147,415.50
16-Aug-2010	Sales Invoice	014258	536.75		147,952.25
16-Aug-2010	Sales Invoice	014259	672.35		148,624.60
16-Aug-2010	Sales Invoice	014260	536.75		149,161.35
16-Aug-2010	Sales Invoice	014261	536.75		149,698.10
16-Aug-2010	Sales Invoice	014262	672.35		150,370.45
16-Aug-2010	Sales Invoice	014263	536.75		150,907.20
27-Aug-2010	Sales Invoice	014336	378.55		151,285.75

Please Pay The Last Amount Showing In Balance Column

Current	31 - 60	61 - 90	91 - 120	Over 120	Balance
0.00	0.00	0.00	0.00	151,285.75	151,285.75

This is **Exhibit "L"** referred to in the
affidavit of Mary Montagner, sworn
before me this 14 day of July, 2014.

.....
A Commissioner, etc.

*Let an order issue as amended
June 26/14* *[Signature]*
D.M. Brown T.

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.

JUSTICE *Brown*

)
)
)

THURSDAY, THE 26TH DAY

OF JUNE, 2014

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

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

Applicants

ORDER

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

1. extending the stay period (the "Stay Period") as defined in paragraph 11 of the Initial Order of the Honourable Mr. Justice Newbould dated December 17, 2013 (the "Initial Order") to and including January 16, 2015;
2. approving a distribution of proceeds from sale of Lot 19 and Lot 20 (as defined in the Affidavit of Imran Jinnah sworn June 19, 2014 (the "Jinnah Affidavit")) to Bank of Montreal ("BMO") up to the full amount of the Applicants' indebtedness to BMO subject to the Monitor and BMO entering into a reimbursement agreement on terms satisfactory to the Monitor;
3. approving the Third Report of Grant Thornton Limited ("GTL") in its capacity as the Court-appointed monitor of the Applicants (the "Monitor") dated June 24, 2014 (the

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

4. approving the fees and disbursements of the Monitor and its counsel; and
5. granting such further and other relief as this Honourable Court may deem just,

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

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

SERVICE

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

STAY EXTENSION

2. THIS COURT ORDERS that the Stay Period is hereby extended to and including

~~January 16, 2015.~~
✓ September 26, 2014 ✓ JS.

DISTRIBUTION TO BMO

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

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

MONITOR'S ACTIVITIES AND REPORT

4. ~~THIS COURT ORDERS that the Third Report, the Interim R&D and the activities of the Monitor described therein, be and are hereby approved.~~
5. ~~THIS COURT ORDERS that the fees and disbursements of the Monitor for the period from April 1, 2014 to and including May 31, 2014, in the amount of \$29,907.62, inclusive of applicable HST, be and are hereby approved.~~
6. ~~THIS COURT ORDERS that the fees and disbursements of the Monitor's legal counsel, Aird & Berlis LLP, for the period from March 12, 2014 to and including June 13, 2014, in the amount of \$58,995.38, inclusive of HST, be and are hereby approved.~~

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

Fax: (416) 218-1849

Stephen Schwartz (LSUC #25980A)

Tel: (416) 218-1132

Fax: (416) 218-1832

Maya Poliak (LSUC #54100A)

Tel: 416-218-1161

Fax: 416-218-1844

Lawyers for the Applicants

IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF SILVER STREAM 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)**

Proceeding Commenced at Toronto

MOTION RECORD

BIANCHI PRESTA LLP
Barristers and Solicitors
9100 Jane Street
3rd Floor, Building "A"
Vaughan, Ontario L4K 0A4

Domenic Presta (025501P)

(905) 738-1078 (tel)
(905) 738-0528 (fax)

Lawyers for the moving parties, Foremont
Drywall Inc., 1382479 Ontario Inc.,
1382479 Ontario Inc., 1382503 Ontario Inc.
and 2203579 Ontario Inc., carrying on
business as Foremont Drywall Contracting