EXHIBIT “H”
### ESTIMATED MONT PALAISCO INDEBTEDNESS AS AT MARCH 31, 2015

<table>
<thead>
<tr>
<th>CREDITOR NAME</th>
<th>AMOUNT OUTSTANDING</th>
</tr>
</thead>
<tbody>
<tr>
<td>Century 21 Leading Edge Realty Inc.</td>
<td>51,850.00</td>
</tr>
<tr>
<td>Cornwall Property Consultants Ltd.</td>
<td>5,989.00</td>
</tr>
<tr>
<td>David B. Searles Surveying Ltd.</td>
<td>11,183.65</td>
</tr>
<tr>
<td>Enbridge Gas</td>
<td>2,421.30</td>
</tr>
<tr>
<td>In2ition Realty</td>
<td>825.47</td>
</tr>
<tr>
<td>Metrix Realty Group (Ontario) Inc.</td>
<td>3,107.50</td>
</tr>
<tr>
<td>PARISH Geomorphic Ltd.</td>
<td>3,955.00</td>
</tr>
<tr>
<td>Skira &amp; Associates</td>
<td>4,755.40</td>
</tr>
<tr>
<td>Super Save Fence Rentals Inc.</td>
<td>1,767.71</td>
</tr>
<tr>
<td>The Hicks Partnership</td>
<td>13,049.24</td>
</tr>
<tr>
<td>Vtrend Marketing Technologies</td>
<td>18,577.20</td>
</tr>
<tr>
<td>Vander Brand Group Inc.</td>
<td>15,170.25</td>
</tr>
<tr>
<td>Wayne de Groot</td>
<td>1,709.13</td>
</tr>
<tr>
<td><strong>TOTAL TRADE CREDITORS</strong></td>
<td><strong>$134,360.85</strong></td>
</tr>
</tbody>
</table>

### OTHER CREDITORS

Adam Mohamed and Imtithal Mohammed  
**$307,500.00**

### MUNICIPAL DEBT

<table>
<thead>
<tr>
<th>CITY</th>
<th>AMOUNT OUTSTANDING</th>
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</thead>
<tbody>
<tr>
<td>City of Mississauga</td>
<td>13,630.00</td>
</tr>
<tr>
<td>Mississauga Taxes</td>
<td>29,387.24</td>
</tr>
<tr>
<td><strong>TOTAL MUNICIPAL DEBT</strong></td>
<td><strong>$43,017.24</strong></td>
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</table>

### LENDERS

<table>
<thead>
<tr>
<th>LENDER</th>
<th>AMOUNT OUTSTANDING</th>
</tr>
</thead>
<tbody>
<tr>
<td>VS Capital Corporation</td>
<td>4,292,619.00</td>
</tr>
<tr>
<td>Zaherali Visram</td>
<td>4,683,972.00</td>
</tr>
<tr>
<td>Zaherali Visram</td>
<td>1,365,481.00</td>
</tr>
<tr>
<td>2351127 Ontario Inc.</td>
<td>1,100,000.00</td>
</tr>
<tr>
<td><strong>TOTAL LENDERS DEBT</strong></td>
<td><strong>$11,442,072.00</strong></td>
</tr>
</tbody>
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### COLLATERAL CHARGES

<table>
<thead>
<tr>
<th>COLLATERAL CHARGES</th>
<th>AMOUNT OUTSTANDING</th>
</tr>
</thead>
<tbody>
<tr>
<td>2373903 Ontario Inc.</td>
<td>735,000.00</td>
</tr>
<tr>
<td>VS Capital Corporation</td>
<td>750,000.00</td>
</tr>
<tr>
<td>Supertrin Properties Inc.</td>
<td>6,500,000.00</td>
</tr>
<tr>
<td><strong>TOTAL COLLATERAL CHARGES</strong></td>
<td><strong>$7,985,000.00</strong></td>
</tr>
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EXHIBIT “I”
## Hush Communities (11208) - Mont Palais

**Trial Balance to August 31, 2014**

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Final DR (CR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>4011</td>
<td>TD Bank Account</td>
<td>(37.04)</td>
</tr>
<tr>
<td>4016</td>
<td>Korea Exchange Bank</td>
<td>0.00</td>
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<tr>
<td>4021</td>
<td>Receivables and Prepayments</td>
<td>290,684.54</td>
</tr>
<tr>
<td>4625</td>
<td>WIP - Land Servicing</td>
<td>5,423,986.60</td>
</tr>
<tr>
<td>4650</td>
<td>WIP - General/Site Costs</td>
<td>2,547,748.18</td>
</tr>
<tr>
<td>5007</td>
<td>HST - ITC</td>
<td>24,886.54</td>
</tr>
<tr>
<td>5008</td>
<td>HST Refund / Payment</td>
<td>(62,218.08)</td>
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<tr>
<td>5016</td>
<td>HST</td>
<td>52,600.14</td>
</tr>
<tr>
<td>5100</td>
<td>Accounts Payable</td>
<td>(174,691.51)</td>
</tr>
<tr>
<td>5221</td>
<td>Land Loan - Visram</td>
<td>(2,500,000.00)</td>
</tr>
<tr>
<td>5229</td>
<td>Land Loan - VS Capital Corp.</td>
<td>(3,978,000.00)</td>
</tr>
<tr>
<td>5270</td>
<td>Deposits: Customer</td>
<td>(307,500.60)</td>
</tr>
<tr>
<td>5301</td>
<td>Loan: HC - General</td>
<td>(941,921.32)</td>
</tr>
<tr>
<td>5303</td>
<td>Loan: HC - Schoolhouse</td>
<td>(5,748.06)</td>
</tr>
<tr>
<td>5304</td>
<td>Loan: HC - Silverthorn</td>
<td>200.00</td>
</tr>
<tr>
<td>5306</td>
<td>Loan: HC - Coronation</td>
<td>(21,000.00)</td>
</tr>
<tr>
<td>5307</td>
<td>Loan: HC - Thorny Brae</td>
<td>(200,088.09)</td>
</tr>
<tr>
<td>5311</td>
<td>Loan: 682193</td>
<td>(505.00)</td>
</tr>
<tr>
<td>5313</td>
<td>Loan: Bridle Path Lane</td>
<td>(74,196.90)</td>
</tr>
<tr>
<td>5319</td>
<td>Loan: SKS Capital Investments</td>
<td>(74,200.00)</td>
</tr>
</tbody>
</table>

(0.00)
EXHIBIT “J”
** PROPERTY DESCRIPTION: ** PT LTH 3 & 4, RANGE 5 NDS (TORONTO) DEG AS PT L, PL 43R34699; CITY OF MISSISSAUGA


** ESTATE/QUALIFIER: **

** RECENTLY: ** RE-ENTRY FROM 13383-5564

** CAPACITY/ SHARE: **

2164566 ONTARIO INC.

<table>
<thead>
<tr>
<th>REG. NUM.</th>
<th>DATE</th>
<th>INSTRUMENT TYPE</th>
<th>AMOUNT</th>
<th>PARTIES FROM</th>
<th>PARTIES TO</th>
<th>CERT/ CHK</th>
</tr>
</thead>
<tbody>
<tr>
<td>FR1964946</td>
<td>2012/02/22</td>
<td>TRANSFER</td>
<td>$2,900,000</td>
<td>FOX, ALLAN</td>
<td>2164566 ONTARIO INC.</td>
<td>C</td>
</tr>
<tr>
<td>FR1964950</td>
<td>2012/02/22</td>
<td>TRANSFER</td>
<td>$2,750,000</td>
<td>GLENSTREAM DEVELOPMENTS INC.</td>
<td>2164566 ONTARIO INC.</td>
<td>C</td>
</tr>
<tr>
<td>FR1965232</td>
<td>2011/02/22</td>
<td>CHARGE</td>
<td>$3,400,000</td>
<td>2164566 ONTARIO INC.</td>
<td>VS CAPITAL CORPORATION</td>
<td>C</td>
</tr>
<tr>
<td>FR1965233</td>
<td>2011/02/22</td>
<td>NO AGNENT GEN</td>
<td></td>
<td>2164566 ONTARIO INC.</td>
<td>VS CAPITAL CORPORATION</td>
<td>C</td>
</tr>
<tr>
<td>FR1970592</td>
<td>2011/03/18</td>
<td>APL CONSOLIDATE</td>
<td></td>
<td>2164566 ONTARIO INC.</td>
<td></td>
<td>C</td>
</tr>
<tr>
<td>FR2081847</td>
<td>2011/09/28</td>
<td>CHARGE</td>
<td>$1,800,000</td>
<td>2164566 ONTARIO INC.</td>
<td>VISHRAM, ZAHERI</td>
<td>C</td>
</tr>
<tr>
<td>FR2081872</td>
<td>2011/09/29</td>
<td>CHARGE</td>
<td>*** DELETED AGAINST THIS PROPERTY ***</td>
<td>2164566 ONTARIO INC.</td>
<td>GLENSTREAM DEVELOPMENTS INC.</td>
<td>C</td>
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<tr>
<td>43R34689</td>
<td>2012/06/20</td>
<td>PLAN REFERENCE</td>
<td></td>
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<td></td>
<td>C</td>
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<tr>
<td>FR2214605</td>
<td>2012/06/20</td>
<td>APL ABSOLUTE TITLE</td>
<td></td>
<td>2164566 ONTARIO INC.</td>
<td></td>
<td>C</td>
</tr>
<tr>
<td>FR2228720</td>
<td>2012/07/10</td>
<td>DISCH OF CHARGE</td>
<td>*** COMPLETELY DELETED ***</td>
<td>GLENSTREAM DEVELOPMENTS INC.</td>
<td></td>
<td>C</td>
</tr>
</tbody>
</table>

** NOTE: ** Addition of properties should be investigated to ascertain descriptive inconsistencies, if any, with description representative for this property.

** NOTE: ** Ensure that your printout states the total number of pages and that you have picked them all up.
<table>
<thead>
<tr>
<th>REG. NUM.</th>
<th>DATE</th>
<th>INSTRUMENT TYPE</th>
<th>AMOUNT</th>
<th>PARTIES FROM</th>
<th>PARTIES TO</th>
<th>CERT/ CHK</th>
</tr>
</thead>
<tbody>
<tr>
<td>FR2250789</td>
<td>2022/06/20</td>
<td>NOTICE</td>
<td>$2,000,000</td>
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<td>VISRAM, ZAHERALI</td>
<td>C</td>
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<tr>
<td>FR2300505</td>
<td>2012/11/26</td>
<td>CHARGE</td>
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<td>VISRAM, ZAHERALI</td>
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<tr>
<td>FR2304636</td>
<td>2012/12/04</td>
<td>CHARGE</td>
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<td>2164566 ONTARIO INC.</td>
<td>2351127 ONTARIO INC.</td>
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<td>FR2306698</td>
<td>2013/06/19</td>
<td>CHARGE</td>
<td>$1,500,000</td>
<td>2164566 ONTARIO INC.</td>
<td>2373583 ONTARIO INC.</td>
<td>C</td>
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<tr>
<td>FR2610346</td>
<td>2013/08/02</td>
<td>NOTICE</td>
<td>$2,000,000</td>
<td>2164566 ONTARIO INC.</td>
<td>2351127 ONTARIO INC.</td>
<td>C</td>
</tr>
<tr>
<td>FR2697773</td>
<td>2014/02/10</td>
<td>CHARGE</td>
<td>$750,000</td>
<td>2164566 ONTARIO INC.</td>
<td>V.S. CAPITAL CORPORATION</td>
<td>C</td>
</tr>
<tr>
<td>FR2497775</td>
<td>2014/05/10</td>
<td>POSTPONEMENT</td>
<td>VISRAM, ZAHERALI</td>
<td>FR2697773 TO FR2497773</td>
<td>V.S. CAPITAL CORPORATION</td>
<td>C</td>
</tr>
<tr>
<td>FR2497776</td>
<td>2014/05/10</td>
<td>POSTPONEMENT</td>
<td>VISRAM, ZAHERALI</td>
<td>FR2697775 TO FR2497773</td>
<td>V.S. CAPITAL CORPORATION</td>
<td>C</td>
</tr>
<tr>
<td>FR2512082</td>
<td>2014/03/19</td>
<td>CHARGE</td>
<td>$6,500,000</td>
<td>2164566 ONTARIO INC.</td>
<td>SUPERFIN PROPERTIES INC.</td>
<td>C</td>
</tr>
</tbody>
</table>
EXHIBIT “K”
THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2164566 ONTARIO INC.

FILE CURRENCY : 23MAR 2015

ENQUIRY NUMBER 20150324090624.06 CONTAINS 1 PAGE(S), 0 FAMILY(IES).

NO REGISTRATIONS ARE REPORTED IN THIS ENQUIRY RESPONSE.

WILDEBOER DELAELCE LLP - TERRI CUTBUSH
800-365 BAY STREET,
TORONTO ON M5H 2V1

CERTIFIED BY/CERTIFIEES PAR
[Signature]
REGISTRAR OF
PERSONAL PROPERTY SECURITY
LS REGISTRATEUR
DES SURETES MOBILIERES

Ontario
EXHIBIT “L”
NOTICE OF SALE UNDER CHARGE/MORTGAGE OF LAND

TO: ALL THOSE PERSONS LISTED ON SCHEDULE "B" ANNEXED HERETO AND FORMING PART OF THIS NOTICE

TAKE NOTICE that default has been made in payment of the moneys due under a certain Charge/Mortgage of Land (hereinafter called the "mortgage") dated the 22nd day of February, 2011, made between,

2164566 ONTARIO INC.,
as Chargor or Mortgagor,

and

VS CAPITAL CORPORATION,
as Chargee or Mortgagee,

upon the security of the following property, namely,

ALL AND SINGULAR those lands located in the City of Mississauga, in the Regional Municipality of Peel and Province of Ontario, as more particularly described on Schedule "A" annexed hereto and forming part of this Notice,

which mortgage was registered on the 22nd day of February, 2011 in the Land Registry Office for the Land Titles Division of Peel (No. 43) as Instrument No. PRI985232;

AND the said Mortgagee hereby gives you notice that the amount now due on the mortgage for principal money, interest and compound interest, realty taxes, insurance premiums, expenses and charges paid and costs, respectively, are as follows:

Principal Balance [including capitalized interest] as at December 18th, 2012 $3,400,000.00

Accrued Interest [and compound interest] at the mortgage rate from December 19th, 2012 to April 28th, 2014 $ 595,292.80

Legal costs (such amount for costs being up to and including service of this Notice only, and thereafter such further costs and disbursements will be charged as may be proper between a solicitor and his client) $ 7,500.00

TOTAL AMOUNT DUE as at the date hereof: $4,002,792.80

together with interest on the above amounts now due (except legal costs unless actually paid by the said Mortgagees) at the rate as provided in the mortgage from the date hereof to the date of payment.

AND unless the said sums are paid on or before the 28th day of June, 2014, the said Mortgagees shall sell the property covered by the said mortgage under the provisions contained in it.

THIS NOTICE is given to you as you appear to have an interest in the mortgaged property and may be entitled to redeem the same.

DATED the 28th day of April, 2014.

VS CAPITAL CORPORATION
by its Solicitors,
MESSRS. GOLDMAN SLOAN NASH & HABER LLP
480 University Avenue
Suite 1600
Toronto, Ontario
M5G 1V2

Per: [Signature]
Rodney A.M. Gods
SCHEDULE "A"

1. 2164566 Ontario Inc.
c/o Keyser, Mason, Ball LLP
Charles Stobie
Suite 1600, 4 Robert Speck Parkway
Mississauga, Ontario
L4Z 1S1

2. 2164566 Ontario Inc.
75 International Blvd.
Suite 400
Toronto, Ontario
M9W 6L9

3. Naheel Sulaman
6761 Historic Trail
Mississauga, Ontario
L5W 1J5

4. Musa Sulaman
1754 Chalcideen Grove
Mississauga, Ontario
LAW 2C3

5. Zaberali Viarum
c/o Ronald Wright Law Office
44 Victoria Street
Suite 918
Toronto, Ontario
M5C 1Y2
Att: Ronald Charles Wight

6. Supertrin Properties Inc.
939 Silverbourn Mill Avenue
Mississauga, Ontario
L5W 0G1

7. Supertrin Properties Inc.
c/o Muhammad N. Chaudhry Law Office
128 Water Avenue
Unit 7
Mississauga, Ontario
L4Z 2C1
Att: Muhammad Naveed Chaudhry

8. 2351127 Ontario Inc.
c/o Keyser, Mason, Ball LLP
Suite 1600, 4 Robert Speck Parkway
Mississauga, Ontario
L4Z 1S1
Att: Charles Stobie

9. Zaberali Viarum
7 Laredo Court
Toronto, Ontario
M2M 4H7

10. Zaberali Viarum
c/o 480 University Avenue
Suite 1600
Toronto, Ontario
M5G 1V2
Att: Walter Trub

11. 2351127 Ontario Inc.
729 Summer Park Crescent
Mississauga, Ontario
L5B 4E6
12. 2373903 Ontario Inc.
     56 Brookport Road
     Toronto, Ontario
     M9W 5N1

13. 2373903 Ontario Inc.
     c/o Baker Schneider Ruggiero LLP
     1600-120 Adelaide St. W
     Toronto, Ontario
     M5H 3V1
     Attn: Gerald Lawrence Warner

14. V.S. Capital Corporation
    7 Laredo Court
    Toronto, Ontario
    M2M 4H7

15. V.S. Capital Corporation
    c/o 480 University Avenue
    Suite 1600
    Toronto, Ontario
    MSG 1V2
    Attn: Walter Trubd

16. Zaharali Viscum
    c/o Cusman & Associates
    111 Zenway Blvd.
    Unit 37
    Woodbridge, Ontario
    L4H 3H9
    Attn: Vincenzo Perricone
EXHIBIT “M”
<table>
<thead>
<tr>
<th>PROJECT</th>
<th>COMPANY</th>
<th>CARGMENT / FRAUDULENT</th>
<th>CLAIM ACCOUNT</th>
<th>AS OF DATE</th>
<th>STATUS</th>
<th>DEFEANCE</th>
<th>DATE SERVED / RECEIVED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporate</td>
<td>I. Hush Homes</td>
<td>Ahmed Raghead, 12725333 Ontario Inc.</td>
<td>$687,871.37</td>
<td>3-Mar-14</td>
<td>Opposing</td>
<td>322/14</td>
<td></td>
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<tr>
<td>Corporate</td>
<td>I. Hush Homes</td>
<td>Food Credit Canada Ltd</td>
<td>$3,561.28</td>
<td>1-Feb-15</td>
<td>Opposing</td>
<td>322/14</td>
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<tr>
<td>Communities</td>
<td>I. Hush Homes</td>
<td>CV, Accidental Investments Inc.</td>
<td>$2,129,891.48</td>
<td>29-Sep-14</td>
<td>OPPO</td>
<td>512/14</td>
<td>3-2-Feb-15</td>
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<tr>
<td>Communities</td>
<td>I. Hush Homes</td>
<td>MTM, Cargram Carpenters Ltd.</td>
<td>$4,030,678.71</td>
<td>1-May-15</td>
<td>Opposing</td>
<td>479/14</td>
<td>3-2-Feb-15</td>
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<tr>
<td>Communities</td>
<td>I. Hush Homes</td>
<td>Call Probes</td>
<td>$81,535.50</td>
<td>23-Apr-14</td>
<td>Opposing</td>
<td>500/14</td>
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<td>Communities</td>
<td>I. Hush Homes</td>
<td>Suresh Investments</td>
<td>$142,993.20</td>
<td>1-Jan-14</td>
<td>Opposing</td>
<td>460/14</td>
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<tr>
<td>Audios</td>
<td>I. Hush Homes</td>
<td>457 1719 Ontario Ltd. (Mith Bajaj - 1st Mgr.)</td>
<td>$666,677.59</td>
<td>25-Dec-14</td>
<td>Opposing</td>
<td>322/13</td>
<td>6-Jan-14</td>
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<td>Audios</td>
<td>I. Hush Homes</td>
<td>Korea Exchange Bank of Canada</td>
<td>$1,053,123.39</td>
<td>29-Aug-14</td>
<td>Opposing</td>
<td>479/14</td>
<td>6-Jan-14</td>
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<td>Audios</td>
<td>I. Hush Homes</td>
<td>Westinghouse Inc.</td>
<td>$262,066.00</td>
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<td>Opposing</td>
<td>479/14</td>
<td>6-Jan-14</td>
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<td>I. Hush Homes</td>
<td>Winship Technologies Inc.</td>
<td>$2,414,336.73</td>
<td>13-Aug-14</td>
<td>Opposing</td>
<td>479/14</td>
<td>6-Jan-14</td>
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<tr>
<td>Thomas Dunn</td>
<td>I. Hush Homes</td>
<td>3568687 Ontario Inc. (aka JX Source 2nd Mgr)</td>
<td>$607,038.58</td>
<td>25-Mar-14</td>
<td>Opposing</td>
<td>512/13</td>
<td>3-Jan-15</td>
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<tr>
<td>Thomas Dunn</td>
<td>I. Hush Homes</td>
<td>Bovis-Silicate Capital</td>
<td>$7,725,715.96</td>
<td>7-May-14</td>
<td>Opposing</td>
<td>512/13</td>
<td>3-Jan-15</td>
</tr>
<tr>
<td>Thomas Dunn</td>
<td>I. Hush Homes</td>
<td>Elgin Creek Developers Corp.</td>
<td>$1,470,151.43</td>
<td>25-May-15</td>
<td>Opposing</td>
<td>479/14</td>
<td>3-Jan-15</td>
</tr>
<tr>
<td>Moores Plains</td>
<td>I. Hush Homes</td>
<td>Star of Islam Building</td>
<td>$362,306.00</td>
<td>23-Dec-14</td>
<td>Opposing</td>
<td>479/14</td>
<td>2-Jan-15</td>
</tr>
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<td>Moores Plains</td>
<td>I. Hush Homes</td>
<td>Westinghouse Inc.</td>
<td>$2,060,600.00</td>
<td>14-Mar-15</td>
<td>Opposing</td>
<td>313/15</td>
<td>2-Jan-15</td>
</tr>
<tr>
<td>Moores Plains</td>
<td>I. Hush Homes</td>
<td>Cornwall Property Consultants</td>
<td>$3,000.00</td>
<td>15-May-15</td>
<td>Opposing</td>
<td>313/15</td>
<td>2-Jan-15</td>
</tr>
<tr>
<td>Schoolhouse</td>
<td>I. Hush Homes</td>
<td>Guelph Wood Inc.</td>
<td>$3,018.00</td>
<td>31-Jul-14</td>
<td>Opposing</td>
<td>313/15</td>
<td>2-Jan-15</td>
</tr>
<tr>
<td>Schoolhouse</td>
<td>I. Hush Homes</td>
<td>Pelican Wood Inc.</td>
<td>$5,300.35</td>
<td>31-Jul-14</td>
<td>Opposing</td>
<td>313/15</td>
<td>2-Jan-15</td>
</tr>
<tr>
<td>Schoolhouse</td>
<td>I. Hush Homes</td>
<td>Zahera Vizim</td>
<td>$2,010,650.00</td>
<td>27-May-14</td>
<td>Opposing</td>
<td>313/15</td>
<td>2-Jan-15</td>
</tr>
<tr>
<td>396 &amp; 396 King St</td>
<td>I. Hush Homes</td>
<td>3694883 Ontario (Davos Sentrino)</td>
<td>$130,000.00</td>
<td>30-Dec-14</td>
<td>Opposing</td>
<td>313/15</td>
<td>2-Jan-15</td>
</tr>
<tr>
<td>396 &amp; 396 King St</td>
<td>I. Hush Homes</td>
<td>3694883 Ontario Inc.</td>
<td>$1,223,301.00</td>
<td>28-Apr-14</td>
<td>Opposing</td>
<td>313/15</td>
<td>2-Jan-15</td>
</tr>
<tr>
<td>396 &amp; 396 King St</td>
<td>I. Hush Homes</td>
<td>Neale Trust Company Inc.</td>
<td>$2,475,741.20</td>
<td>29-Jan-15</td>
<td>Opposing</td>
<td>313/15</td>
<td>2-Jan-15</td>
</tr>
<tr>
<td>396 &amp; 396 King St</td>
<td>I. Hush Homes</td>
<td>Crown Plumbing</td>
<td>$6,914.00</td>
<td>30-Dec-14</td>
<td>Opposing</td>
<td>313/15</td>
<td>2-Jan-15</td>
</tr>
<tr>
<td>396 &amp; 396 King St</td>
<td>I. Hush Homes</td>
<td>Cargram Carpenters Ltd.</td>
<td>$90,000.00</td>
<td>15-Oct-14</td>
<td>Opposing</td>
<td>313/15</td>
<td>2-Jan-15</td>
</tr>
<tr>
<td>396 &amp; 396 King St</td>
<td>I. Hush Homes</td>
<td>Excalibur Carpenters Ltd.</td>
<td>$290,000.00</td>
<td>20-Sep-14</td>
<td>Opposing</td>
<td>313/15</td>
<td>2-Jan-15</td>
</tr>
<tr>
<td>305 Park Court</td>
<td>I. Hush Homes</td>
<td>3154496 Ontario Limited &amp; 721081 Ontario Ltd.</td>
<td>$627,830.50</td>
<td>4-Oct-15</td>
<td>Judgment</td>
<td>313/15</td>
<td>2-Jan-15</td>
</tr>
<tr>
<td>6990 Dalhousie Crt</td>
<td>I. Hush Homes</td>
<td>Jeremy Other / S/O Oliver Greaves</td>
<td>$1,856.00</td>
<td>30-Dec-13</td>
<td>Judgment</td>
<td>1533/13</td>
<td>2-Jan-15</td>
</tr>
<tr>
<td>Schoolhouse</td>
<td>I. Hush Homes</td>
<td>Ram-Bennett Electric</td>
<td>$6,385.10</td>
<td>25-Jan-13</td>
<td>Judgment</td>
<td>313/15</td>
<td>2-Jan-15</td>
</tr>
<tr>
<td>Schoolhouse</td>
<td>I. Hush Homes</td>
<td>Ramlehk Electric</td>
<td>$7,312.46</td>
<td>27-Dec-13</td>
<td>Judgment</td>
<td>313/15</td>
<td>2-Jan-15</td>
</tr>
<tr>
<td>Alexandria</td>
<td>I. Hush Homes</td>
<td>Langhi Electric</td>
<td>$16,049.31</td>
<td>27-Feb-14</td>
<td>Judgment</td>
<td>313/15</td>
<td>2-Jan-15</td>
</tr>
<tr>
<td>Schoolhouse</td>
<td>I. Hush Homes</td>
<td>Pavek Enterprises Inc.</td>
<td>$17,235.80</td>
<td>5-Jan-15</td>
<td>Judgment</td>
<td>313/15</td>
<td>2-Jan-15</td>
</tr>
<tr>
<td>Schoolhouse</td>
<td>I. Hush Homes</td>
<td>Neale Trust Company Inc.</td>
<td>$1,343.00</td>
<td>28-Nov-13</td>
<td>Judgment</td>
<td>313/15</td>
<td>2-Jan-15</td>
</tr>
<tr>
<td>Schoolhouse</td>
<td>I. Hush Homes</td>
<td>Neale Trust Company Inc.</td>
<td>$1,343.00</td>
<td>28-Nov-13</td>
<td>Judgment</td>
<td>313/15</td>
<td>2-Jan-15</td>
</tr>
<tr>
<td>Langdon Hall</td>
<td>I. Hush Homes</td>
<td>Northridge General Insurance Corporation</td>
<td>$17,235.80</td>
<td>7-Feb-14</td>
<td>Judgment</td>
<td>313/15</td>
<td>2-Jan-15</td>
</tr>
<tr>
<td>Regent Ct</td>
<td>I. Hush Homes</td>
<td>1527016 Ontario Inc. (aka John L'Garde)</td>
<td>$27,045.10</td>
<td>20-May-14</td>
<td>Judgment</td>
<td>313/15</td>
<td>2-Jan-15</td>
</tr>
<tr>
<td>6990 South Crt</td>
<td>I. Hush Homes</td>
<td>Korea Exchange Bank of Canada</td>
<td>$1,872,477.40</td>
<td>21-Jun-14</td>
<td>Judgment</td>
<td>313/15</td>
<td>2-Jan-15</td>
</tr>
</tbody>
</table>
EXHIBIT “N”
Mortgage Statement

V.S. Capital Corporation

vs

3164566 Ontario Inc (a/k/a Hush Homes Inc)

Re: Mount Calais

4683, 4589, 4601 Mississauga Rd.

As of March 31, 2015

Principal Outstanding: $3,400,000

Interest @ 12% compounded semi-annually

Total: $4,292,619

Per Dreyfus - 14/11/27
EXHIBIT “O”
March 31, 2015

HUSH HOMES INC.,
HUSH INC.,
2122763 ONTARIO INC.
2142301 ONTARIO INC., and
2164566 ONTARIO INC.
75 International Blvd #400
Toronto, ON
M9W 6L9

Attention: Naheel Kuleman, President

Dear Sir:

Amended and Restated DIP Financng of HUSH HOMES INC., HUSH INC. (in its capacity as bare
trustee of and nominee for Hush Homes Inc.), 2122763 ONTARIO INC., 2142301 ONTARIO INC.,
and 2164566 Ontario Inc. (collectively the “Applicants” or “Borrowers”)

This is to confirm that MarshallZehr Group Inc. (“MZ” or the “Lender”) hereby commits to arrange and
provide continuing and amended debtor-in-possession financing (“DIP Financing”) to the Applicants on a
joint and several basis on the following terms and conditions (the “Amended Commitment Letter”):

Currency: Canadian Dollars.

Loan Amount: Up to $3,500,000.00 (the “DIP Facility”).

Term: 60 days subject extension for up to another 120 days (see Extensions) and
subject to any mutually agreed and Court-approved extensions subject to
acceleration.

Interest Rate: 12% per annum accruing to maturity.

Security: First charge security on all of the assets, property and undertaking of the
Borrowers granted pursuant to an Order made on January 19, 2015 as
amended and restated by an order being sought (the “Amended Initial
Order”), in form satisfactory to the Lender, of the Ontario Superior Court
of Justice (“Court”) made in proceedings pursuant to the Companies’
Creditors Arrangement Act (Canada) (“CCAA”) brought jointly by the
Borrowers and consented to by the Lender (the “CCAA Proceedings”)
including the real property assets of the Borrowers described in Schedule
“A” subject to the provisions related to limitations on security and
discharges below.

Collateral Security: None.

MarshallZehr Group Inc.
Mortgage Administration #11955 | Brokerage #12453
465 Phillip St, Suite 206, Waterloo, ON N2L 6C7 | p.519.342.1000 f.519.342.0851
www.marshallzehr.com
Prior Encumbrances: None permitted other than the charges ordered by the Court including any Administration Charge granted in the First Order.

Projected Second Closing: April 13, 2015 ("Closing") or such earlier or later date agreeable to both the Lender and Borrower, provided that the Funding Conditions (see below) are satisfied.

Advances: From time to time, as determined in consultation with the Borrowers and The Fuller Landau Group Inc. (the "Monitor"). Advances for the completion and sale of lots will be siloed as between the Silverthorn and Coronation properties, held in separate bank accounts for each and tracked by the Monitor. Advances for lot completion in the Silverthorn property will only be used for that purpose and advances for lot completion in the Coronation property will be used only in that purpose.

Fee: 5% - $175,000, with $150,000 already having been funded and further $25,000 to be funded from the proceeds of the next Advance ("Funding Fee").

Use of Proceeds: The use of proceeds of the DIP Facility shall be in accordance with the cash flow statement filed on behalf of the Borrowers in the CCAA Proceedings currently projected as follows:

<table>
<thead>
<tr>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 850,000.00</td>
<td>Professional Fees (including pre-filing expenses);</td>
</tr>
<tr>
<td>$ 2,265,000.00</td>
<td>New home servicing and construction costs including trade debt and municipal</td>
</tr>
<tr>
<td></td>
<td>taxes/levies inclusive of up to $206,000 in pre-filing amounts owing to</td>
</tr>
<tr>
<td></td>
<td>trade creditors who are critical suppliers which, as between the Silverthorn</td>
</tr>
<tr>
<td></td>
<td>Property and the Coronation Property, shall be segregated for purposes of</td>
</tr>
<tr>
<td></td>
<td>advances and repayment as separate revolving facilities;</td>
</tr>
<tr>
<td>$ 200,000.00</td>
<td>Developer's working capital funded in accordance with Management Agreements</td>
</tr>
<tr>
<td></td>
<td>for Silverthorn and Coronation;</td>
</tr>
<tr>
<td>$ 175,000.00</td>
<td>Funding Fee (5%); and</td>
</tr>
<tr>
<td>$ 10,000.00</td>
<td>Estimated Closing Costs.</td>
</tr>
<tr>
<td>$ 3,500,000.09</td>
<td>Total</td>
</tr>
</tbody>
</table>

Closing Costs: All closing costs related to the Loan inclusive of legal and professional fees of the Borrowers ("Closing Costs") shall be for the account of the Borrowers and funded under the Initial Advance.

Developer: Hush Homes Inc. for Silverthorn and Coronation properties pursuant to budgets and development management agreements acceptable to the Lender ("Management Agreements").
Repayments: Net proceeds from the sales of completed lots in the Silverthorn property will be sliced and applied in reduction of amounts advanced to enable the completion and sale of lots in the Silverthorn property. Net proceeds from the sales of completed lots in the Coronation property will be sliced and applied in reduction of amounts advanced to enable the completion and sale of lots in the Coronation property.

Funding Condition: Funding of any Advance under the DIP Facility shall be strictly subject to, in accordance with and conditional upon, granting of the Amended Initial Order and execution and delivery of the Security and such other definitive documentation as the Lender may reasonably require. Fees of the Lender’s cost consultant in relation to disbursement of funds for the completion of new home servicing and construction will be recovered as a disbursement of counsel to the Borrowers under the Administrative Charge pursuant to the Amended Initial Order.

Limitations on Security Each of the Thorny, Silverthorn, Coronation and Mont Palais property shall be security for amounts advanced, including interest accrued and accruing thereon, on account of professional fees, developer’s working capital, financing fees and closing costs in such manner and to such extent as is recommended by the Monitor and approved and allocated by the Court. The Silverthorn property will, in addition, provide security limited to the amount of all advances, including interest accrued and accruing thereon, to fund the completion of sold lots on the Silverthorn property and such amounts shall, for repayment and discharge purposes be deemed to be allocated to the Silverthorn property only. The Coronation property will, in addition, provide security limited to the amount of all advances, including interest accrued and accruing thereon, to fund the completion of sold lots on the Coronation property and such amounts shall, for repayment and discharge purposes be deemed to be allocated to the Coronation property only.

Extensions: Provided the Borrowers are not in default hereunder and a CCAA Plan of Compromise or Arrangement has been filed on behalf of the Borrowers, the Term may be extended by up to 120 days at no additional cost or fee to the Borrowers subject only to approval by the Court.

Covenants: In addition to those covenants set out in the Security, the Borrowers hereby covenant as follows:

a. In the event that a variation of the Amended Initial Order or any subsequent Order of the Court affecting the DIP Facility or the Security (a “DIP Order”) may have a prejudicial effect on the Lender, the Borrowers shall not request, obtain or consent to such variation of the DIP Order, without the prior written consent of the Lender;

b. the Borrowers shall provide the Lender, through its counsel, two business days advance notice of all Court applications and filings made by them, together with copies of all related court materials;
c. the Borrowers shall maintain their current insurance coverage over the Borrowers' assets and property and designate the Lender as first loss Payee as his interests may appear;

d. the Borrowers shall forthwith provide the Lender with written notice of any material adverse change in its financial condition and of any matter, act or thing materially adversely affecting their property or assets;

e. the Borrowers shall forthwith provide the Lender with written notice of the occurrence of an Event of Default (as defined below);

f. the Borrowers shall maintain systems of internal controls in respect of the Borrowers' businesses acceptable to the Lender;

g. the Borrowers shall not pledge assets, acquire or merge with other companies, or change their capital structure without the Lender's prior written consent, which will not be unreasonably withheld, and without a fee to Borrowers, provided that the Borrowers may implement any change to their capital structure in connection with the CCAA Proceedings that is designed to facilitate repayment of the Lender in full;

h. the Borrowers shall not pay any dividends and/or management bonus without the written permission of the Lender during the CCAA Proceedings;

i. the Borrowers shall not make loans to or investments in, or give guarantees on behalf of, others without the written permission of the Lender during the CCAA Proceedings; and

j. Except where the stay of proceedings in the CCAA Proceedings applies as granted in the Amended Initial Order or as renewed or extended by Court, the Borrowers shall pay when due all statutory liens, trust and other Crown claims including employees source deductions, GST, HST, PST EHT, WEPPA and workplace safety and insurance premiums but only with respect to those priority payments which rank ahead of the Lender or, subject to any permission from the Court to pay pre-filing amounts owed to critical suppliers on the approval of the Monitor, are post-filing obligations of the Borrowers in accordance with the cash flow filed on the commencement of the CCAA Proceedings.

Default:

The following shall constitute events of defaults hereunder (an "Event of Default"): 

a. if the Borrowers fail to pay to the Lender when due any amount of principal, interest, fees or other amounts, whether by acceleration or otherwise;

b. if the Borrowers default, in the observance or performance of any term, covenant or condition in this Amended Commitment Letter or any of the Security or any other agreement between the Lender and the Borrowers, or if any of the representations or warranties given by the Borrowers herein or therein is or shall become untrue or inaccurate in any material respect;
c. if the Lender determines, that a material adverse change has occurred after the date hereof in respect of the business, affairs or financial condition of the Borrowers provided that it is expressly agreed that the Borrowers' seeking relief under the CCAA shall not constitute a material adverse change;

d. if any government or creditor exercises any remedy against any property or assets of the Borrowers;

e. if the Borrowers fail to pay wages to the Borrowers' employees or to remit source deductions as they become due from time to time;

f. if the Borrowers fail to remit post-filing provincial sales taxes or goods and services taxes as they become due from time to time; or

g. if (i) any DIP Order is varied without the consent of the Lender or any other order of the Court is made which is or may be prejudicial to the Lender's interests; (ii) leave to appeal is granted in respect of the Amended Initial Order or any DIP Order to which the Lender has consented; or (iii) the stay of proceeding contained in the Amended Initial Order is terminated, lifted or otherwise of no force and effect;

It is understood that Borrowers will have seven business days to remedy any default, which is capable of being remedied, after written notice thereof is provided by the Lender to the Borrowers.

Remedies:

Upon the occurrence of an Event of Default, the Lender may demand immediate payment of all amounts owing by the Borrowers and, subject to the approval of the Court, may exercise all rights and remedies available to it under the Amended Initial Order, any DIP Order, this Amended Commitment Letter, and the Security Documents or otherwise available to it, at law or in equity.

Assignment:

The Lender may assign, transfer, or grant one or more participating interests in its rights, benefits and obligations under this Amended Commitment Letter and the Security without the consent of the Borrowers.

Previous Commitment:

On the conditions of this Amended Commitment Letter being satisfied this Amended Commitment Letter will supersede and replace the commitment letter between the Lender and the Borrowers (excluding 2164556 Ontario Inc.) made as of January 15, 2015.

Governing Law:

This Amended Commitment Letter shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
If the foregoing offer of DIP Financing is acceptable to the Applicants, kindly indicate your agreement in the place and manner indicated below.

Accepted this 15th day of April, 2015

MARSHALLZEHRS GROUP INC.
Per: [Signature]
Authorized Signing Officer

HUSH HOMES INC.
Per: [Signature]
Authorized Signing Officer

2122763 ONTARIO INC.
Per: [Signature]
Authorized Signing Officer

2142301 ONTARIO INC.
Per: [Signature]
Authorized Signing Officer
Schedule “A”

Coronation Property
Legal Description: Lot 2, 3, 4, 6, 7, 8, 11, 12, 13 and 14, Plan 20M1105

Silverthorn Property
Lot 3, 4, 5, 6, 7, 8, 9, 10 and 11, Plan 43M1843, City of Mississauga

Thornv Property
Part Lots 3 & 4, RGE 5, NDS (TOR,TWF) DES FT 1, 43R31060, Lots 1 and 2, PL 498, City of Mississauga

MPCo Property
Part Lots 3 & 4, RANGE 5 NDS (TORONTO) described as FT 1, PL 43R34690; CITY OF MISSISSAUGA
IN THE MATTER OF THE COMPANIES’ CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE OR ARRANGEMENT OF HUSH HOMES INC., HUSH INC., 2122763 ONTARIO INC., and 2142301 ONTARIO INC. (collectively, the “APPLICANTS”)  

Court File No.: CV-14-10800-00CL

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)  

Proceedings commenced at Toronto

AFFIDAVIT OF NAHELL SULEMAN  
(SWORN ON APRIL 1, 2015)

Wildeboer Dellelce LLP  
Barristers and Solicitors  
Suite 800  
365 Bay Street  
Toronto, ON M5H 2V1

Alfred Apps (LSUC # 277601)  
Email: aapps@wildlaw.ca  
Tel: (416) 361-6211  
Fax: (416) 361-1790

Lawyers for the Applicants

Thornton Grout Finnigan LLP  
Barristers & Solicitors  
Suite 3200, TD West Tower  
100 Wellington Street West  
P.O. Box 329, Toronto-Dominion Centre  
Toronto, ON M5K 1K7

Kyla E. Mahar (LSUC # 44182G)  
Email: kmahar@tgf.ca  
Tel: (416) 304-0594  
Fax: (416) 304-1313

Litigation Agents for Wildeboer Dellelce LLP, lawyers for the Applicants
ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE

) )
JUSTICE

) )

) )

THURSDAY, THE 9TH
DAY OF APRIL, 2015

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

AND IN THE MATTER OF A PROPOSED PLAN
OF COMPROMISE OR ARRANGEMENT OF
HUSH HOMES INC., HUSH INC., 2122763 ONTARIO INC.,
and 2142301 ONTARIO INC.

(collectively, the “Applicants”)

ORDER
(Re: Amending Title of Proceedings, Amending Initial Order
and Approving Conduct and Fees of the Monitor)

THIS MOTION, made by the Applicants seeking, among other relief, an Order amending the
title of proceedings to add 2164566 Ontario Inc. as an Applicant to these CCAA proceedings,
approving certain amendments to the Initial Order of Justice Penny dated January 19, 2015 (the
“Initial Order”), approving the reports and conduct of The Fuller Landau Group Inc. in its
capacity as Monitor of the Applicants (the “Monitor”) and approving the professional fees and
disbursements of the Monitor and its legal counsel, Chaitons LLP, as filed, was heard this day at
330 University Avenue, Toronto, Ontario.
ON READING the Notice of Motion, the Affidavit of Naheel Suleman sworn on April 1, 2015 (the “Suleman Affidavit”), the Fourth Report of the Monitor dated April 16, 2015 (the “Fourth Report”), the Affidavit of June 10, 2015 and the Affidavit of June 12, 2015 (collectively, the “Fee Affidavits”) and on hearing the submissions of counsel to the Applicants, the Monitor and all other counsel listed on the Counsel Slip, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service of June 10, 2015, filed:

Service

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

Amendment to title of proceedings to add 2164566 Ontario Inc. as an Applicant

2. THIS COURT ORDERS that this proceeding is amended such that 2164566 Ontario Inc. be and is hereby added as an Applicant and the title of proceeding is accordingly amended to:

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

AND IN THE MATTER OF A PROPOSED PLAN
OF COMPROMISE OR ARRANGEMENT OF
HUSH HOMES INC., HUSH INC., 2122763 ONTARIO INC., 2142301 ONTARIO INC.
and 2164566 ONTARIO INC.

(collectively, the “Applicants”)
Amendments to Initial Order

3. **THIS COURT ORDERS** that the Initial Order be amended and restated as reflected in the black-line attached hereto as **Schedule “A”**, a clean copy of which shall be issued and entered and be designated as the First Amended and Restated Order in these proceedings.

Publication of Notice of Proceedings by the Monitor

4. **THIS COURT ORDERS** that the Monitor shall be required to publish the notice required by section 23(1)(a)(i) with respect to 2164566 Ontario Inc. only once in The Globe & Mail.

Monitor’s Activities

5. **THIS COURT ORDERS** the Third Report of the Monitor dated March 24, 2015, the Fourth Report and the conduct and activities of the Monitor described therein be and are hereby approved.

Approval of Fees

6. **THIS COURT ORDERS** that the fees and disbursements of the Monitor and its legal counsel, Chaitons LLP, be and are hereby assessed and allowed as filed in the Fee Affidavits.

Aid and Assistance of Other Courts

7. **THIS COURT HEREBY REQUESTS** the aid and recognition (including assistance pursuant to s. 17 of the CCAA, as applicable) of any court or any judicial, regulatory or administrative body in any province or territory of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province or any court or any judicial, regulatory or administrative
body of the United States and of any other nation or state to act in aid of and to be
complementary to this Court in carrying out the terms of this Order.
IN THE MATTER OF THE COMPANIES’ CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE OR ARRANGEMENT OF HUSH HOMES INC., HUSH INC., 2122763 ONTARIO INC., and 2142301 ONTARIO INC. (collectively, the “APPLICANTS”)

Court File No.: CV-14-10800-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceedings commenced at Toronto

ORDER DATED APRIL 9, 2015
(Re: Amending Title of Proceedings, Amending Initial Order and Approving Conduct and Fees of the Monitor)

Wildeboer Delleece LLP
Barristers and Solicitors
Suite 800
365 Bay Street
Toronto, ON M5H 2V1

Alfred Apps (LSUC # 277601)
Email: apps@wildlaw.ca
Tel: (416) 361-6211
Fax: (416) 361-1790

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Barristers & Solicitors
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Toronto, ON M5K 1K7

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Email: kmahar@tfg.ca / Tel: (416) 304-0594

Asim A. Iqbal (LSUC# 61884B)
Email: aiqbal@tfg.ca / Tel: (416) 304-0595
Fax: (416) 304-1313

Litigation Agents for Wildeboer Delleece LLP, lawyers for the Applicants
SCHEDULE “A”
ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MR. ) THURSDAY, THE 19TH
JUSTICE PENNY ) DAY OF JANUARY, 2015

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

AND IN THE MATTER OF A PROPOSED PLAN
OF COMPROMISE OR ARRANGEMENT OF
HUSH HOMES INC., HUSH INC., 2122763 ONTARIO INC.-and, 2142301 ONTARIO INC.
and 2164566 ONTARIO INC.
(collectively, the “APPLICANTS”)

FIRST AMENDED AND RESTATED INITIAL ORDER

THIS APPLICATION, made by 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 Naheel Suleman sworn December 12, 2014 and
the Exhibits thereto (collectively, the “Suleman Affidavit”), the supplementary affidavit of
Naheel Suleman sworn December 19, 2014, the second supplementary affidavit of Naheel
Suleman sworn December 31, 2014, the responding affidavit of Russ Giannotta sworn December
18, 2014, the supplementary responding affidavit of Russ Giannotta sworn January 6, 2015, the
second supplementary responding affidavit of Russ Giannotta sworn January 9, 2015 and 2015, the third supplementary affidavit of Russ Giannotta sworn January 14, 2015 and the Affidavit of Naheel Suleman sworn April 1, 2015 (the “Suleman April Affidavit”) and the Pre-Filing Report dated December 15, 2014, of The Fuller Landau Group Inc. (“Fuller Landau”), in its capacity as proposed monitor (the “Pre-filing Report”) and the Fourth Report of Fuller Landau in its capacity as Monitor of the Applicants dated April 16, 2015 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, Fuller Landau, MarshallZehr Group Inc. (the “DIP Lender”), CVC Ardellini Investments Inc., Diversified Capital Inc., and all other parties listed on the Counsel Slip, no one else appearing for any other person although duly served as appears from the affidavit of service of Bobbie-Jo Brinkman sworn December 15, 2014 and on reading the consent of Fuller Landau to act as the monitor (the “Monitor”).

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application Record is hereby abridged, substituted service of the Notice of Application and the Application Record by email is hereby authorized and service is hereby validated so that this Application is properly returnable today and dispensing with further service on any person other than those served.

APPLICATION

2. THIS COURT ORDERS AND DECLARES that the Applicants are companies to which the CCAA applies.
PLAN OF ARRANGEMENT

3. **THIS COURT ORDERS** that the Applicants shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (the “Plan”).

POSSESSION OF PROPERTY AND OPERATIONS

4. **THIS COURT ORDERS** that 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 (collectively, 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.

2. **THIS COURT ORDERS** that the Applicants shall be entitled to continue to utilize the central cash management system used for all of the Applicants currently in place as described in the Suleman Affidavit or replace it with another substantially similar central cash management system (the “Cash Management System”) and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the
Cash Management System, or as to the use or application by the Applicants of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicants, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

5. **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.

6. **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 prior to, on or after 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 the preservation of the Property or the Business including, without limitation, for the payments on
account of insurance (including directors and officers insurance), maintenance and
security services; and

(b) payment for goods or services actually supplied to the Applicants before or
following the date of this Order,

provided that, to the extent such expenses were incurred prior to or on the date of this Order, the
Applicants shall only be entitled to pay such amounts if they are determined by the Applicants, in
consultation with the Monitor, to be necessary to the continued operation of the Business or
preservation of the Property and such payments are approved in advance by the Monitor or by
further Order of the Court.

7. **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
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.

8. **THIS COURT ORDERS** that until a real property lease is disclaimed in accordance with the CCAA, the Applicants shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Applicants and the landlord from time to time (collectively, "Rent"), for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

9. **THIS COURT ORDERS** that, except to the extent 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 its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.
RESTRICTURING

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 DIP Commitment Letter and the Definitive Documents (each 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 deem appropriate; and
(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,

all of the foregoing to permit the Applicants to proceed with an orderly restructuring of the Business (the “Restructuring”).

COMPLETION OF SALE OF SOLD LOTS DURING PROCEEDINGS

11. THIS COURT ORDERS that, the Applicants are authorized and empowered to complete the construction of homes on lots owned by the Applicants but sold to end buyers (individually, a “Sold Lot” and, collectively, the “Sold Lots”) and, subject to obtaining any further order of this Court vesting title in and to any Sold Lot in the purchaser that may be required, to complete the sale of Sold Lots in accordance with the terms of applicable agreements of purchase and sale.

12. THIS COURT ORDERS that all amounts realized by the Applicants during the
pendency of these proceedings from the completion of the sale of any Sold Lot, net of realization costs including, legal fees and disbursements of the Applicants and any real estate commissions payable, be paid over, firstly, to the DIP Lender to repay all amounts advanced by the DIP Lender under the DIP Commitment Letter to enable completion of the sale of such Sold Lot as approved by the Monitor and secondly, subject to further Order of the Court, after payment of all or any amounts owing under valid and enforceable priority liens, whether statutory or otherwise, in respect of such Sold Lot, to repay any remaining balance to the secured creditors that hold good, valid and enforceable security in respect of such Sold Lot (each a "Mortgagee") to be applied in reduction of amounts owing under such mortgage loans from such Mortgagees until such Mortgagees have been repaid in full.

NO PROCEEDINGS AGAINST THE APPLICANTS OR THE PROPERTY

13. **THIS COURT ORDERS** that until and including February 18, 2015, 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 underway 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.

NO EXERCISE OF RIGHTS OR REMEDIES

14. **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

15. 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

16. 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

17. **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

18. **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 AND CHARGE**

19. **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 willful misconduct.

20. **THIS COURT ORDERS** that the directors and officers of the Applicants shall be entitled to the benefit of and are hereby granted a charge (the “Directors’ Charge”) on the Property, which charge shall not exceed an aggregate amount of $200,000.00, as security for the indemnity provided in paragraph 19 of this Order. The Directors’ Charge shall have the priority set out in paragraphs 37 and 39 herein.

21. **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors’ Charge, and (b) the Applicants’ directors and officers shall only be entitled to the benefit of the Directors’ Charge to the extent that they do not have coverage under any directors’ and officers’ insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 19 of this Order.

**APPOINTMENT OF MONITOR**

22. **THIS COURT ORDERS** that Fuller Landau 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 its 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.

23. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

   (a) control the Applicants’ receipts and disbursements, including being a co-signatory on all cheques issued by the Applicants;

   (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) enter into the engagement letter with Antec Appraisal Group annexed to the Suleman Affidavit, filed, for the completion of appraisals on an “as is” and “orderly build out” basis in respect of the real property assets of the Applicants to assist in formulating their Restructuring;

   (d) assist the Applicants, to the extent required by the Applicants, in its dissemination, to the DIP Lender and its counsel, 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;

(e) advise the Applicants in their preparation of the Applicants' cash flow statements and reporting required by the DIP Lender, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis, or as otherwise agreed to by the DIP Lender;

(f) assist the Applicants in obtaining up-to-date statements from secured creditors as to the amount owing to them by the Applicants including, without limitation, on account of principal, interest, fees and other expenses, required for the development of the Plan;

(g) advise the Applicants in the development of the Plan and any amendments to the Plan;

(h) assist the Applicants, to the extent required by the Applicants, with the holding and administering of creditors’ or shareholders’ meetings for voting on the Plan;

(i) 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;

(j) 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; and
(k) perform such other duties as are required by this Order or by this Court from time to time.

24. **THIS COURT ORDERS** that 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.

25. **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 the regulations promulgated thereunder (collectively, 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.
26. **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.

27. **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 willful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

28. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and counsel to the Applicants shall be paid their reasonable fees and disbursements, 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 bi-weekly basis and, in addition, the Applicants are hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Applicants, retainers in the amounts of $25,000.00, $25,000.00 and $75,000.00, respectively, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.
29. **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.

30. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, if any, 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 $600,000.00 to $50,000, 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 37 and 39 hereof.

**DIP FINANCING**

31. **THIS COURT ORDERS** that the Applicants are hereby authorized and empowered to obtain and borrow under a revolving credit facility from MarshallZehr Group Inc. (the "**DIP Lender**") in order to finance the Applicants’ working capital requirements, payment of professional fees and other general corporate purposes as well capital expenditures to undertake construction to complete the homes on the Sold Lots, provided that borrowings under such credit facility shall not exceed $33,000,000.00 unless permitted by further Order of this Court.

32. **THIS COURT ORDERS** that such credit facility shall be on the terms and subject to the conditions set forth in the commitment letter between the Applicants and the DIP Lender dated as of January 15, 2015 (the "**DIP Commitment Letter**"), filed and as amended and.
restated as of April 16, 2015, annexed as an Exhibit to the Suleman April Affidavit.

33. THIS COURT ORDERS that the Applicant is hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the “Definitive Documents”), as are contemplated by the Commitment Letter or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Applicant is hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the Commitment Letter and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

34. 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. Advances under the Commitment Letter shall be allocated among the Applicants as set out in the Suleman Affidavit and subject to further Order of the Court. The DIP Lender’s Charge in respect of the Property of 2122763 Ontario Inc. shall be capped at $500,000. The DIP Lender’s Charge in respect of the Property of 2164566 Ontario Inc. shall be capped at $500,000. The DIP Lender’s Charge shall have the priority set out in paragraphs 37 and 39 hereof.

35. 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, upon seven (7) 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 Commitment Letter, Definitive Documents and the DIP Lender’s Charge, including without limitation, to cease making advances to the Applicants and set off and/or consolidate any amounts owing by the DIP Lender to the Applicants against the obligations of the Applicants to the DIP Lender under the Commitment Letter, the Definitive Documents or the DIP Lender’s Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicants and for the appointment of a trustee in bankruptcy of the Applicants; and

(c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicants or the Property.

36. 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, or any proposal filed by the Applicants under the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended (the “BIA”), with respect to any advances made under the DIP
Commitment Letter and/or the Definitive Documents.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

37. **THIS COURT ORDERS** that the priorities of the Directors’ Charge, the Administration Charge and the DIP Lender’s Charge, as among them, shall be as follows:

   First — Administration Charge (to the maximum amount of $600,000.00); 
   Second — DIP Lender’s Charge (to the maximum amount of $3,000,000.00); and 
   Third — Directors’ Charge (to the maximum amount of $200,000.00).

38. **THIS COURT ORDERS** that the filing, registration or perfection of the Directors’ Charge, 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.

39. **THIS COURT ORDERS** that each of the Directors’ Charge, 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 and encumbrances, claims of secured creditors, statutory or otherwise (collectively, “Encumbrances”) in favour of any Person.
40. **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 Directors’ Charge, 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 Directors’ Charge and the Administration Charge, or further Order of this Court.

41. **THIS COURT ORDERS** that the Directors’ Charge, the Administration Charge, the Commitment Letter, 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 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 Commitment Letter 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 Commitment Letter, 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 Commitment Letter 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.

45. THIS COURT ORDERS that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicants' interest in such real property leases.

SERVICE AND NOTICE

46. THIS COURT ORDERS that the Monitor shall (i) without delay, publish in the Globe and Mail newspaper a notice containing the information prescribed under the CCAA, (ii) within five (5) 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 any of the Applicants of more than $1,000.00, 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 promulgated thereunder.

47. **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/practice-directions/toronto/e-service-protocol/) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to 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: http://www.fullerllp.com/hush.

48. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Applicants and the Monitor are at liberty to serve or distribute 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 facsimile 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 distribution by courier, personal delivery or facsimile 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.
SEALING ORDER

49. THIS COURT ORDERS that Confidential Exhibit “LL” to the Suleman Affidavit, filed separately with the Court, is hereby sealed pending further order of this Court.

GENERAL

50. 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 its powers and duties hereunder.

51. THIS COURT ORDERS that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicants, the Business or the Property.

52. 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.

53. 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.

54. **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.

55. **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.
IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE OR ARRANGEMENT OF HUSH HOMES INC., HUSH INC., 2122763 ONTARIO INC. and 2142301 ONTARIO INC. and 2164566 ONTARIO INC. (collectively, the "APPLICANTS")

Court File No.: CV-14-10800-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

FIRST AMENDED AND RESTATE Initial ORDER
(JANUARY 15, 19, 2015)

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Toronto, ON M5H 2V1

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Litigation Agents for Wildeboer Dellelce LLP, lawyers for the Applicants
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IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PROPOSED PLAN
OF COMPROMISE OR ARRANGEMENT OF
HUSH HOMES INC., HUSH INC., 2122763 ONTARIO INC., 2142301 ONTARIO INC.
and 2164566 ONTARIO INC.
(collectively, the "APPLICANTS")

FIRST AMENDED AND RESTATE Initial ORDER

THIS APPLICATION, made by 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 Naheel Suleman sworn December 12, 2014 and
the Exhibits thereto (collectively, the "Suleman Affidavit"), the supplementary affidavit of
Naheel Suleman sworn December 19, 2014, the second supplementary affidavit of Naheel
Suleman sworn December 31, 2014, the responding affidavit of Russ Giannotta sworn December
18, 2014, the supplementary responding affidavit of Russ Giannotta sworn January 6, 2015, the second supplementary responding affidavit of Russ Giannotta sworn January 9, 2015, the third
supplementary affidavit of Russ Giannotta sworn January 14, 2015 and the Affidavit of Naheel Suleman sworn April 1, 2015 (the “Suleman April Affidavit”) and the Pre-Filing Report dated December 15, 2014, of The Fuller Landau Group Inc. (“Fuller Landau”), in its capacity as proposed monitor (the “Pre-filing Report”) and the Fourth Report of Fuller Landau in its capacity as Monitor of the Applicants dated April 2015 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, Fuller Landau, MarshallZehr Group Inc. (the “DIP Lender”), CVC Ardellini Investments Inc., Diversified Capital Inc., and all other parties listed on the Counsel Slip, no one else appearing for any other person although duly served as appears from the affidavit of service of Bobbie-Jo Brinkman sworn December 15, 2014 and on reading the consent of Fuller Landau to act as the monitor (the “Monitor”).

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application Record is hereby abridged, substituted service of the Notice of Application and the Application Record by email is hereby authorized and service is hereby validated so that this Application is properly returnable today and dispensing with further service on any person other than those served.

APPLICATION

2. THIS COURT ORDERS AND DECLARES that the Applicants are companies to which the CCAA applies.
PLAN OF ARRANGEMENT

3. **THIS COURT ORDERS** that the Applicants shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (the "Plan").

POSSESSION OF PROPERTY AND OPERATIONS

4. **THIS COURT ORDERS** that 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 (collectively, 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.

2. **THIS COURT ORDERS** that the Applicants shall be entitled to continue to utilize the central cash management system used for all of the Applicants currently in place as described in the Suleman Affidavit or replace it with another substantially similar central cash management system (the "Cash Management System") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicants of funds transferred,
paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicants, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

5. 

**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.

6. 

**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 prior to, on or after 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 the preservation of the Property or the Business including, without limitation, for the payments on
account of insurance (including directors and officers insurance), maintenance and security services; and

(b) payment for goods or services actually supplied to the Applicants before or following the date of this Order,

provided that, to the extent such expenses were incurred prior to or on the date of this Order, the Applicants shall only be entitled to pay such amounts if they are determined by the Applicants, in consultation with the Monitor, to be necessary to the continued operation of the Business or preservation of the Property and such payments are approved in advance by the Monitor or by further Order of the Court.

7. **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.

8. **THIS COURT ORDERS** that until a real property lease is disclaimed in accordance with the CCAA, the Applicants shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Applicants and the landlord from time to time (collectively, "Rent"), for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

9. **THIS COURT ORDERS** that, except to the extent 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 its 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 DIP Commitment Letter and the Definitive Documents (each 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 deem appropriate; and
(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,

all of the foregoing to permit the Applicants to proceed with an orderly restructuring of the Business (the “Restructuring”).

COMPLETION OF SALE OF SOLD LOTS DURING PROCEEDINGS

11. **THIS COURT ORDERS** that, the Applicants are authorized and empowered to complete the construction of homes on lots owned by the Applicants but sold to end buyers (individually, a “Sold Lot” and, collectively, the “Sold Lots”) and, subject to obtaining any further order of this Court vesting title in and to any Sold Lot in the purchaser that may be required, to complete the sale of Sold Lots in accordance with the terms of applicable agreements of purchase and sale.

12. **THIS COURT ORDERS** that all amounts realized by the Applicants during the pendency of these proceedings from the completion of the sale of any Sold Lot, net of realization costs including, legal fees and disbursements of the Applicants and any real estate commissions payable, be paid over, firstly, to the DIP Lender to repay all amounts advanced by the DIP
Lender under the DIP Commitment Letter to enable completion of the sale of such Sold Lot as approved by the Monitor and secondly, subject to further Order of the Court, after payment of all or any amounts owing under valid and enforceable priority liens, whether statutory or otherwise, in respect of such Sold Lot, to repay any remaining balance to the secured creditors that hold good, valid and enforceable security in respect of such Sold Lot (each a “Mortgagee”) to be applied in reduction of amounts owing under such mortgage loans from such Mortgagees until such Mortgagees have been repaid in full.

NO PROCEEDINGS AGAINST THE APPLICANTS OR THE PROPERTY

13. **THIS COURT ORDERS** that until and including February 18, 2015, 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 underway 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.

NO EXERCISE OF RIGHTS OR REMEDIES

14. **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**

15. **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**

16. **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**

17. **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**

18. **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 AND CHARGE**

19. **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 willful misconduct.

20. **THIS COURT ORDERS** that the directors and officers of the Applicants shall
be entitled to the benefit of and are hereby granted a charge (the “Directors’ Charge”) on the
Property, which charge shall not exceed an aggregate amount of $200,000.00, as security for the
indemnity provided in paragraph 19 of this Order. The Directors’ Charge shall have the priority
set out in paragraphs 37 and 39 herein.

21. **THIS COURT ORDERS** that, notwithstanding any language in any applicable
insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the
benefit of the Directors’ Charge, and (b) the Applicants’ directors and officers shall only be
entitled to the benefit of the Directors’ Charge to the extent that they do not have coverage under
any directors’ and officers’ insurance policy, or to the extent that such coverage is insufficient to
pay amounts indemnified in accordance with paragraph 19 of this Order.

**APPOINTMENT OF MONITOR**

22. **THIS COURT ORDERS** that Fuller Landau 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 its 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.
23. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

(a) control the Applicants’ receipts and disbursements, including being a co-signatory on all cheques issued by the Applicants;

(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) enter into the engagement letter with Antec Appraisal Group annexed to the Suleman Affidavit, filed, for the completion of appraisals on an “as is” and “orderly build out” basis in respect of the real property assets of the Applicants to assist in formulating their Restructuring;

(d) assist the Applicants, to the extent required by the Applicants, in its dissemination, to the DIP Lender and its counsel, 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;

(e) advise the Applicants in their preparation of the Applicants’ cash flow statements and reporting required by the DIP Lender, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis, or as otherwise agreed to by the DIP Lender;

(f) assist the Applicants in obtaining up-to-date statements from secured creditors as to the amount owing to them by the Applicants including, without limitation, on
account of principal, interest, fees and other expenses, required for the
development of the Plan;

(g) advise the Applicants in the development of the Plan and any amendments to the Plan;

(h) assist the Applicants, to the extent required by the Applicants, with the holding
and administering of creditors’ or shareholders’ meetings for voting on the Plan;

(i) 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;

(j) 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; and

(k) perform such other duties as are required by this Order or by this Court from time
to time.

24. **THIS COURT ORDERS** that 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.

25. **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 the regulations promulgated thereunder (collectively, 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.

26. **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.
27. **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 willful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

28. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and counsel to the Applicants shall be paid their reasonable fees and disbursements, 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 bi-weekly basis and, in addition, the Applicants are hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Applicants, retainers in the amounts of $25,000.00, $25,000.00 and $75,000.00, respectively, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

29. **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.

30. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, if any, 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 $850,000, 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 37 and 39 hereof.

**DIP FINANCING**

31. **THIS COURT ORDERS** that the Applicants are hereby authorized and empowered to obtain and borrow under a revolving credit facility from MarshallZehr Group Inc. (the “DIP Lender”) in order to finance the Applicants’ working capital requirements, payment of professional fees and other general corporate purposes as well capital expenditures to undertake construction to complete the homes on the Sold Lots, provided that borrowings under such credit facility shall not exceed $3,500,000.00 unless permitted by further Order of this Court.

32. **THIS COURT ORDERS** that such credit facility shall be on the terms and subject to the conditions set forth in the commitment letter between the Applicants and the DIP Lender dated as of January 15, 2015 (the “DIP Commitment Letter”), filed and as amended and restated as of April 16, 2015, annexed as an Exhibit to the Suleman April Affidavit.

33. **THIS COURT ORDERS** that the Applicant is hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the “Definitive Documents”), as are contemplated by the Commitment Letter or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Applicant is hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the Commitment Letter and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this
Order.

34. **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. Advances under the Commitment Letter shall be allocated among the Applicants as set out in the Suleman Affidavit and subject to further Order of the Court. The DIP Lender’s Charge in respect of the Property of 2122763 Ontario Inc. shall be capped at $500,000. The DIP Lender’s Charge in respect of the Property of 2164566 Ontario Inc. shall be capped at $500,000. The DIP Lender’s Charge shall have the priority set out in paragraphs 37 and 39 hereof.

35. **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, upon seven (7) 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 Commitment Letter, Definitive Documents and the DIP Lender’s Charge, including without limitation, to cease making advances to the Applicants and set off and/or consolidate any amounts owing by the DIP
Lender to the Applicants against the obligations of the Applicants to the DIP Lender under the Commitment Letter, the Definitive Documents or the DIP Lender’s Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicants and for the appointment of a trustee in bankruptcy of the Applicants; and

c. the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicants or the Property.

36. **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, or any proposal filed by the Applicants under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “BIA”), with respect to any advances made under the DIP Commitment Letter and/or the Definitive Documents.

**VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER**

37. **THIS COURT ORDERS** that the priorities of the Directors’ Charge, the Administration Charge and the DIP Lender’s Charge, as among them, shall be as follows:

   First — Administration Charge (to the maximum amount of $850,000.00);
   Second — DIP Lender’s Charge (to the maximum amount of $3,500,000); and
   Third — Directors’ Charge (to the maximum amount of $200,000.00).
38. **THIS COURT ORDERS** that the filing, registration or perfection of the Directors’ Charge, 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.

39. **THIS COURT ORDERS** that each of the Directors’ Charge, 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 and encumbrances, claims of secured creditors, statutory or otherwise (collectively, “Encumbrances”) in favour of any Person.

40. **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 Directors’ Charge, 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 Directors’ Charge and the Administration Charge, or further Order of this Court.

41. **THIS COURT ORDERS** that the Directors’ Charge, the Administration Charge, the Commitment Letter, 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 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 Commitment Letter 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 Commitment Letter, 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 Commitment Letter 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.
45. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicants' interest in such real property leases.

**SERVICE AND NOTICE**

46. **THIS COURT ORDERS** that the Monitor shall (i) without delay, publish in the Globe and Mail newspaper a notice containing the information prescribed under the CCAA, (ii) within five (5) 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 any of the Applicants of more than $1,000.00, 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 promulgated thereunder.

47. **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/practice-directions/toronto/e-service-protocol/](http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/)) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to 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: [http://www.fullerllp.com/hush](http://www.fullerllp.com/hush).
48. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Applicants and the Monitor are at liberty to serve or distribute 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 facsimile 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 distribution by courier, personal delivery or facsimile 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.

**SEALING ORDER**

49. **THIS COURT ORDERS** that Confidential Exhibit “LL” to the Suleman Affidavit, filed separately with the Court, is hereby sealed pending further order of this Court.

**GENERAL**

50. **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 its powers and duties hereunder.

51. **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicants, the Business or the Property.

52. **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.

53. **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.

54. **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.

55. **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.

AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE OR ARRANGEMENT OF HUSH HOMES INC., HUSH INC., 2122763 ONTARIO INC., 2142301 ONTARIO INC. and 2164566 ONTARIO INC. (collectively, the “APPLICANTS”)

Court File No.: CV-14-10800-00CL

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

Proceedings commenced at Toronto

**FIRST AMENDED AND RESTATATED INITIAL ORDER**
**(JANUARY 19, 2015)**

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ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THURSDAY, THE 9TH DAY OF APRIL, 2015

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

AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE OR ARRANGEMENT OF HUSH HOMES INC., HUSH INC., 2122763 ONTARIO INC., 2142301 ONTARIO INC. and 2164566 ONTARIO INC. (collectively, the “Applicants”)

2164566 CLAIMS PROCESS ORDER

THIS MOTION, made by the Applicants to approve and establish a procedure for the identification, resolution and barring of certain claims against the Applicant, 2164566 Ontario Inc. (the “2164566 Claims Process”), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, the Affidavit of Naheel Suleman sworn on April 1, 2015, the Fourth Report of The Fuller Landau Group Inc., in its capacity as the Court-appointed monitor of the Applicants, dated April .oracle, 2015 (the “Fourth Report”), and on hearing the submissions of counsel to the Applicants, the Monitor and counsel appearing on the Counsel Slip, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service of oracle sworn on April oracle, 2015, filed:
Service

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

Definitions

2. **THIS COURT ORDERS** that the following terms in this Order shall have the following meanings ascribed thereto:

   (a) "2164566" means 2164566 Ontario Inc.;

   (b) "2164566 Bar Dates" means the 2164566 Claims Bar Date and the 2164566 Restructuring Claims Bar Date;

   (c) "2164566 Claims Bar Date" means 5:00 p.m. (Eastern Time) on Friday, May 1, 2015, or such other date as may be ordered by the Court;

   (d) "2164566 Claims Process" means the procedures outlined herein in connection with the assertion and determination of Pre-Filing Claims or Restructuring Claims against 2164566;

   (e) "2164566 Claims Process Order" means this Order granted by Justice on April 9, 2015 approving the 2164566 Claims Process;

   (f) "2164566 Restructuring Claims Bar Date" means the later of: (i) the 2164566 Claims Bar Date; and (ii) 5:00 p.m. (Eastern Time) on the day which is 15 days after the date of the Notice of Repudiation or Disclaimer;

   (g) "Applicants" means Hush Homes Inc., Hush Inc., 2122763 Ontario Inc. and 2142301 Ontario Inc. and 2164566 "Applicant" means any one of them;

   (h) "Business Day" means a day, other than a Saturday or a Sunday, on which banks are generally open for business in Toronto, Ontario;
(i) “CCAA” means the Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended;

(j) “Claim” means any right or claim of any Person that may be asserted or made in whole or in part against any of 2164566, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, including without limitation, by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature including, without limitation, any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action whether existing at present or commenced in the future, including, without limiting the foregoing, any right or claim of a current or former employee of 2164566, or any Tax Claim, provided however, that a “Claim” shall not include an Excluded Claim;

(k) “Claims Officer” means any individual appointed by the Applicants, under such terms as are approved by the Monitor or further order of the Court, to
act as a claims officer for purposes of and in accordance with the Claims Process and the 2164566 Claims Process;

(l) “Claims Package” means the document package which includes a copy of:
(i) the Instruction Letter; (ii) a Proof of Claim; and (iii) such other materials as the Applicants or the Monitor consider necessary or appropriate;

(m) “Claims Process Order” means the Order of Justice Newbould of the Court dated January 30, 2015 approving the Claims Process;

(n) “Court” means the Ontario Superior Court of Justice (Commercial List);

(o) “Creditor” means any Person who has or may have a Pre-Filing Claim or Restructuring Claim against 2164566;

(p) “Dispute Package” means, with respect to any Pre-Filing Claim or Restructuring Claim, a copy of the related Proof of Claim, Notice of Revision or Disallowance and Notice of Dispute;

(q) “Excluded Claim” means, subject to further order of this Court, Claims secured by the Charges (as defined in the Initial Order), and any further charge ordered by this Court; Claims with respect to goods and/or services provided to 2164566 on or after the Filing Date; and Claims arising from a cause of action for which 2164566 is covered by insurance, but only to the extent of such coverage;

(r) “Filing Date” means April 9, 2015 for 2164566;

(s) “Initial Order” means the Order granted on January 19, 2015 by the Honourable Justice Penny of the Court, as amended and restated on April 9, 2015 and as may be further amended from time to time;
(t) "Instruction Letter" means the letter regarding completion of a Proof of Claim, which letter shall be substantially in the form attached hereto as Schedule “A”;

(u) "Known Creditors" means any Persons which the books and records of 2164566 disclose were owed money or claim to be owed money as of the Filing Date, which obligation remains unpaid in whole or in part, other than Persons with an Excluded Claim;

(v) "Mailing Date" means April 10, 2015;

(w) "Monitor" means The Fuller Landau Group Inc., in its capacity as the court-appointed Monitor of the Applicants;

(x) "Newspaper Notice" means the notice of the 2164566 Claims Process to be published in The Globe and Mail in accordance with the 2164566 Claims Process in substantially the form attached hereto as Schedule “E”;

(y) "Notice of Dispute" means the notice that may be delivered by a Creditor who has received a Notice of Revision or Disallowance disputing such Notice of Revision or Disallowance, which notice shall be substantially in the form attached hereto as Schedule “D”;

(z) "Notice of Repudiation or Disclaimer" means a written notice in any form issued on or after the Filing Date by 2164566, and copied to the Monitor, advising a Person of the restructuring, termination, disclaimer or repudiation of any contract, lease, agreement, or other arrangement or agreements of any nature whatsoever, whether oral or written and any amending agreement related thereto and whether such restructuring, termination, disclaimer or
repudiation took place or takes place before or after the 2164566 Claims Process Order;

(aa) "Notice of Revision or Disallowance" means the notice that may be delivered to a Creditor revising or rejecting such Creditor's Pre-Filing Claim or Restructuring Claim as set out in its Proof of Claim in whole or in part, which notice shall be substantially in the form attached hereto as Schedule "C";

(bb) "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, including any Taxing Authority, and the trustees, executors, administrators, or other legal representatives of an individual;

(cc) "Plan" means the plan(s) of compromise or arrangement to be filed by the Applicants pursuant to the CCAA;

(dd) "Pre-Filing Claim" means any Claim: (i) based in whole or in part on facts which existed prior to the Filing Date; (ii) related to a time period prior to the Filing Date; or (iii) which would have been a claim provable in bankruptcy within the meaning of the Bankruptcy and Insolvency Act (Canada) had 2164566 become bankrupt on the Filing Date. A Creditor entitled to claim for interest under its applicable agreement with 2164566 may claim for interest that has accrued on its Pre-Filing Claim as of the Filing Date;
(ee) "Proof of Claim" means the form to be completed and filed by a Creditor setting forth its Pre-Filing Claim or Restructuring Claim, which proof of claim shall be substantially in the form attached hereto as Schedule "B";

(ff) "Proven Claim" means the amount, nature and/or validity of the Claim of a Creditor finally determined in accordance with this 2164566 Claims Process which shall be final and binding for voting and/or distribution purposes under the Plan (a Proven Claim will be "finally determined" in accordance with this Claims Process when: (i) it has been accepted by the Applicants, with the consent of the Monitor; (ii) the applicable time period for filing a Notice of Dispute in response to a Notice of Revision or Disallowance issued by the Applicants has expired and no Notice of Dispute has been filed in accordance with this Order; (iii) a Notice of Dispute has been filed and a Claims Officer has been appointed with respect to such Notice of Dispute and the Claims Officer has issued his/her determination with respect to the amount, nature and/or validity of a Claim submitted to the Claims Officer for adjudication, and the time within which either party may file an appeal of such determination has expired and no appeal has been filed; or (iv) any court of competent jurisdiction has made a determination with respect to the amount, nature and/or validity of the Claim and no appeal or motion for leave to appeal therefrom shall have been taken or served on either party, or if any appeal(s) or motion(s) for leave to appeal or further appeal shall have been taken therefrom or served on either party, any (and all) such appeal(s) or motion(s) shall have been dismissed, determined or withdrawn);

(gg) "Restructuring Claim" means any Claim arising as a result of the restructuring, termination, disclaimer or repudiation by 2164566 or any one
of them of any contract, lease, agreement, or other arrangement or agreements of any nature whatsoever, whether oral or written, and any amending agreement related thereto on or after the Filing Date and whether such restructuring, termination, disclaimer or repudiation took place or takes place before or after the date of the 2164566 Claims Process Order;

(hh) "Tax" or "Taxes" means any and all amounts subject to a withholding or remitting obligation and any and all taxes, duties, fees, and other governmental charges, duties, impositions and liabilities of any kind whatsoever whether or not assessed by the Taxing Authorities (including any Claims by any of the Taxing Authorities), including all interest, penalties, fines, fees, other charges and additions with respect to such amount;

(ii) "Taxing Authorities" means Her Majesty the Queen in right of Canada, Her Majesty the Queen in right of any province or territory of Canada, the Canada Revenue Agency, any similar revenue or taxing authority of each and every province or territory of Canada and any political subdivision thereof, and any Canadian or foreign governmental authority, and "Taxing Authority" means any one of the Taxing Authorities;

(jj) "Tax Claim" means any Claim against 2164566 for any Taxes in respect of any taxation year or period ending on or prior to the Filing Date, and in any case where a taxation year or period commences on or prior to the Filing Date, for any Taxes in respect of or attributable to the portion of the taxation period commencing prior to the Filing Date and up to and including the Filing Date. For greater certainty, a Tax Claim shall include, without limitation, any and all Claims of any Taxing Authority in respect of transfer
pricing adjustments and any Canadian or non-resident Tax related thereto; and

(kk) “Website” shall mean the Monitor’s website located at http://www.fullerllp.com/hush.

3. THIS COURT ORDERS that the references in this Order and the 2164566 Claims Process to the singular shall include the plural, references to the plural shall include the singular and to any gender shall include the other gender.

4. THIS COURT ORDERS that all references to the word “including” shall mean “including without limitation”.

Approval of 2164566 Claims Process

5. THIS COURT ORDERS that the 2164566 Claims Process set forth herein for determining Claims of Creditors for voting and and/or distribution purposes is hereby approved and the Applicants and the Monitor are authorized and directed to implement the Claims Process. Any references to this Order shall be deemed to include the 2164566 Claims Process and all schedules to this Order.

6. THIS COURT ORDERS that the Instruction Letter, Proof of Claim, Notice of Revision or Disallowance, Notice of Dispute and Newspaper Notice, set forth in the attached Schedules “A” through “E”, respectively, substantially in the form thereof, are hereby approved.

2164566 Claims Bar

7. THIS COURT ORDERS that any Creditor who fails to file a Proof of Claim in respect of a Pre-Filing Claim on or before the 2164566 Claims Bar Date in accordance with this Order shall:
(a) be forever barred, estopped and enjoined from asserting or enforcing any Pre-Filing Claim (or filing a Proof of Claim with respect to such Pre-Filing Claim) against 2164566 and such Pre-Filing Claim shall be forever extinguished;

(b) not be permitted to vote on the Plan or participate in any distribution in these proceedings on account of such Pre-Filing Claim; and

(c) not be entitled to receive further notice in these CCAA proceedings.

8. **THIS COURT ORDERS** that any Creditor who fails to file a Proof of Claim in respect of a Restructuring Claim in accordance with this Order on or before the 2164566 Restructuring Claims Bar date, shall:

(a) be forever barred, estopped and enjoined from asserting or enforcing any Restructuring Claim (or filing a Proof of Claim with respect to such Restructuring Claim) against 2164566 and such Restructuring Claim shall be forever extinguished;

(b) not be permitted to vote on the Plan or participate in any distribution in these proceedings on account of such Restructuring Claim; and

(c) not be entitled to receive further notice in these CCAA proceedings.

Claims Officer

9. **THIS COURT ORDERS** that the Applicants, should they consider it necessary or desirable to do so, are authorized and empowered but not obligated to appoint a Claims Officer under terms as may be approved by the Monitor and the Court and enter into an agreement with a Claims Officer fixing the reasonable remuneration of the Claims Officer as the Monitor deems reasonable and appropriate.
10. **THIS COURT ORDERS** that the Claims Officer shall determine the manner in which evidence may be brought before him or her as well as any other procedural matters which may arise in respect of the determination of any Pre-Filing Claim or Restructuring Claim.

**Notice of Claims Process**

11. **THIS COURT ORDERS** that the publication of the Newspaper Notice and the mailing to the Creditors of the Claims Package in accordance with the 2164566 Claims Process and the requirements of this Order shall constitute good and sufficient service and delivery of: (a) notice of this Order; (b) the 2164566 Claims Bar Date; and (c) the 2164566 Restructuring Claims Bar Date, on all Persons who may be entitled to receive notice and who may wish to assert Pre-Filing Claims or Restructuring Claims and no other notice or service need be given or made and no other document or material need be sent to or served upon any Person in respect of this Order.

**Notice to Creditors**

12. **THIS COURT ORDERS** that the Monitor shall cause a Claims Package to be sent to each Known Creditor by email, facsimile transmission or regular prepaid mail on or before the Mailing Date.

13. **THIS COURT ORDERS** that the Monitor shall cause a Claims Package to be sent by email, facsimile transmission or regular prepaid mail to each Creditor: (a) who 2164566 has advised the Monitor has received a Notice of Repudiation or Disclaimer prior to the date of the 2164566 Claims Process Order; on or before the Mailing Date; or (b) who has been sent a Notice of Repudiation or Disclaimer following the date of the 2164566 Claims Process Order; on the later of: (i) the Mailing Date; and (ii)
within 5 Business Days of the Monitor's receipt of the Notice of Repudiation or Disclaimer.

14. **THIS COURT ORDERS** that the Monitor shall cause the Newspaper Notice to be published in The Globe and Mail and on or prior to April 14, 2015.

15. **THIS COURT ORDERS** that the Monitor shall post a copy of the 2164566 Claims Process Order, a Proof of Claim form and the Instruction Letter, and a Notice of Dispute, on the Monitor's website at [http://www.fullerllp.com/hush](http://www.fullerllp.com/hush) on or prior to April 10, 2015.

16. **THIS COURT ORDERS** that the Monitor shall cause a copy of the Claims Package to be sent to any Person requesting such material as soon as practicable by email, facsimile transmission or regular prepaid mail.

**Proofs of Claim**

17. **THIS COURT ORDERS** that every Creditor asserting a Pre-Filing Claim against 2164566 shall set out its aggregate Pre-Filing Claim in a written Proof of Claim and deliver that Proof of Claim by registered mail, personal delivery, courier, e-mail (in PDF format) or facsimile transmission so that it is received by the Monitor no later than the 2164566 Claims Bar Date.

18. **THIS COURT ORDERS** that every Creditor asserting a Restructuring Claim against 2164566 shall set out its aggregate Restructuring Claim in a Proof of Claim and deliver that Proof of Claim by registered mail, personal delivery, courier, e-mail (in PDF format) or facsimile transmission so that it is received by the Monitor no later than the 2164566 Restructuring Claims Bar Date.
19. **THIS COURT ORDERS** that a Proof of Claim shall be deemed timely filed only if delivered by registered mail, personal delivery, courier, e-mail (in PDF format) or facsimile transmission so as to actually be received by the Monitor on or before the applicable 2164566 Bar Date.

20. **THIS COURT ORDERS** that any Pre-Filing Claim or Restructuring Claim set out in a Proof of Claim shall be denominated in the currency of the transactions underlying the Claim and then such Pre-Filing Claim or Restructuring Claim shall be converted to and shall constitute a Claim in Canadian dollars and such calculation will be effected using the noon spot rate of the Bank of Canada as at the Filing Date.

**Notice of Transferees**

21. **THIS COURT ORDERS** that if a Creditor or any subsequent holder of a Pre-Filing Claim or Restructuring Claim who has been acknowledged by the Monitor, in consultation with the Applicants, as the holder of the Pre-Filing Claim or Restructuring Claim transfers or assigns that Pre-Filing Claim or Restructuring Claim to another Person, neither the Applicants nor the Monitor shall be required to give notice to or to otherwise deal with the transferee or assignee of the Pre-Filing Claim or Restructuring Claim as the holder of such Pre-Filing Claim or Restructuring Claim unless and until actual notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, has been delivered to the Applicants and the Monitor by registered mail, courier, e-mail (in PDF format), personal delivery or facsimile transmission and is actually received by the Applicants and the Monitor and, following such notice, five (5) Business Days shall have passed. Thereafter, such transferee or assignee shall, for all purposes hereof, constitute the holder of such Pre-Filing Claim or Restructuring Claim and shall be bound by notices given and steps
taken in respect of such Pre-Filing Claim or Restructuring Claim in accordance with the provisions of this Order.

22. **THIS COURT ORDERS** that if a Creditor or any subsequent holder of a Pre-Filing Claim or Restructuring Claim who has been acknowledged by the Applicants, with the consent of the Monitor, as the holder of the Pre-Filing Claim or Restructuring Claim transfers or assigns the whole of such Pre-Filing Claim to more than one Person or part of such Pre-Filing Claim or Restructuring Claim to another Person or Persons, such transfers or assignments shall not create separate Pre-Filing Claims or Restructuring Claims and such Pre-Filing Claims and Restructuring Claims shall continue to constitute and be dealt with as a single Pre-Filing Claim or Restructuring Claim for voting purposes notwithstanding such transfers or assignments. Neither the Applicants nor the Monitor, in each such case, shall be required to recognize or acknowledge any such transfers or assignments and shall be entitled to give notices to and to otherwise deal with such Pre-Filing Claim or Restructuring Claim only as a whole and then only to and with the person last holding the whole of such Pre-Filing Claim or Restructuring Claim provided such Creditor may, by notice in writing delivered to the Applicants and the Monitor, direct that subsequent dealings in respect of such Pre-Filing Claim or Restructuring Claim, but only as a whole, shall be dealt with by a specified Person and in such event, such Person shall be bound by any notices given or steps taken in respect of such Pre-Filing Claim or Restructuring Claim with such Creditor in accordance with the provisions of this Order.

**Determination of Pre-Filing Claims and Restructuring Claims**

**Review of Proofs of Claim**

23. **THIS COURT ORDERS** that the Monitor, in consultation with the Applicants, shall review each Proof of Claim received by the applicable 2164566 Bar Dates, and
subject to paragraph 25 hereof shall accept, revise or disallow the Pre-Filing Claim or Restructuring Claim for voting and/or distribution purposes under the Plan and shall send such acceptance, revision or disallowance to the Creditor by way of email, facsimile transmission or regular prepaid mail to the address set out in their Proof of Claim.

24. **THIS COURT ORDERS** that the Monitor, in consultation with the Applicants, may attempt to consensually resolve the nature and amount of any Pre-Filing Claim or Restructuring Claim with the Creditor prior to the Monitor accepting, revising or disallowing such Pre-Filing Claim or Restructuring Claim for voting and/or distribution purposes under the Plan and shall send such acceptance, revision or disallowance to the Creditor by way of email, facsimile transmission or regular prepaid mail to the address set out in their Proof of Claim.

25. **THIS COURT ORDERS** that if the Monitor, in consultation with the Applicants, accepts the Pre-Filing Claim or Restructuring Claim for voting and/or distribution purposes under the Plan, then such Pre-Filing Claim or Restructuring Claim shall be a Proven Claim for voting and/or distribution purposes under the Plan.

**Notices of Revision or Disallowance**

26. **THIS COURT ORDERS** that if the Monitor, in consultation with the Applicants, determines to revise or disallow a Pre-Filing Claim or Restructuring Claim for voting and/or distribution purposes under the Plan, the Monitor shall send a Notice of Revision or Disallowance of the Pre-Filing Claim or Restructuring Claim, as the case may be, to the Creditor by way of email, facsimile transmission or regular prepaid mail to the address set out in their Proof of Claim.
Notice of Dispute

27. **THIS COURT ORDERS** that any Creditor who disputes the nature or amount of its Pre-Filing Claim or Restructuring Claim for voting and/or distribution purposes under the Plan as set forth in a Notice of Revision or Disallowance shall deliver a Notice of Dispute to the Monitor by registered mail, personal delivery, courier, e-mail (in PDF format) or facsimile transmission by 5:00 p.m. (Eastern Time) so as to be received by the Monitor on the day which is fourteen (14) days after the date of the Notice of Revision or Disallowance.

28. **THIS COURT ORDERS** that any Creditor who fails to deliver a Notice of Dispute by the deadline set forth in paragraph 27 hereof shall be deemed to accept the nature and the amount of its Pre-Filing Claim or Restructuring Claim as such Claim is revised, disallowed or set out in the Notice of Revision or Disallowance and such Pre-Filing Claim or Restructuring Claim, as it has been revised, disallowed or set out in the Notice of Revision or Disallowance, shall constitute a Proven Claim for voting and/or distribution purposes under the Plan.

Resolution of Claims and Restructuring Claims

29. **THIS COURT ORDERS** that upon receipt of a Notice of Dispute, the Monitor, in consultation with the Applicants, may: (i) attempt to consensually resolve the nature and amount of the Pre-Filing Claim or Restructuring Claim with the Creditor for voting and/or distribution purposes; (ii) deliver a Dispute Package to a Claims Officer appointed in accordance with the Claims Process Order; or (iii) bring a motion before the Court in these proceedings to determine the nature and/or amount of the Pre-Filing Claim or Restructuring Claim for voting and/or distribution purposes under the Plan.

30. **THIS COURT ORDERS** that if the Monitor and the Creditor consensually resolve the nature and amount of the Pre-Filing Claim or Restructuring Claim, the Monitor
may accept a revised Pre-Filing Claim or Restructuring Claim, and any such revised Pre-Filing Claim or Restructuring Claim will constitute a Proven Claim for voting and/or distribution purposes under the Plan.

31. **THIS COURT ORDERS** that if a Dispute Package is delivered to the Claims Officer, the Monitor shall schedule, and cause to be conducted before the Claims Officer a hearing to determine the nature and/or amount of the Pre-Filing Claim or Restructuring Claim for voting and/or distribution purposes under the Plan, and the Claims Officer shall as soon as practicable after the hearing, and in any event within fourteen (14) days, notify the Applicants, the Monitor and the Creditor of his or her determination.

32. **THIS COURT ORDERS** that the Monitor, the Applicants or the Creditor may within ten (10) days of receipt of notification of the Claims Officer's determination appeal such determination to the Court by serving on the other party and filing with the Court a notice of motion in accordance with the Rules, failing which the Claims Officer's determination shall be deemed to be final and binding on the Applicants and the Creditor and shall constitute a Proven Claim for voting and/or distribution purposes under the Plan.

Set-Off

33. **THIS COURT ORDERS** that 2164566 may set-off (whether by way of legal, equitable or contractual set-off) against payments or other distributions to be made pursuant to the Plan to any Creditor, any claims of any nature whatsoever that 2164566 may have against such Creditor, however, neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by 2164566 of any such claim that 2164566 may have against such Creditor.
Notices and Communication

34. **THIS COURT ORDERS** that except as otherwise provided herein, the Applicants and the Monitor may deliver any notice or other communication to be given under this Order to Creditors or other interested Persons by forwarding true copies thereof by ordinary mail, courier, personal delivery, facsimile transmission or e-mail (in PDF format) to such Creditors or Persons at the address last shown on the books and records of the Applicants, and that any such service or notice by courier, personal delivery, facsimile transmission or e-mail (in PDF format) shall be deemed to be received on the next Business Day following the date of forwarding thereof by such means, or if sent by ordinary mail on the third Business Day after mailing within Ontario, the fifth Business Day after mailing within Canada, and the seventh Business Day after mailing internationally.

35. **THIS COURT ORDERS** that any notice or other communication to be given under this Order by a Creditor to the Monitor or the Applicants shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if delivered by registered mail, courier, e-mail (in PDF format), personal delivery or facsimile transmission addressed to:

The Fuller Landau Group Inc.
151 Bloor Street West, 12th Floor
Toronto, ON M5S 1S4

Contact person – Adam Erlich
Phone – 416.645.6560
Facsimile - 416.645.6501
Email – aerlich@fullerlandau.com

36. **THIS COURT ORDERS** that in the event that the day on which any notice or communication required to be delivered pursuant to this Order is not a Business Day
then such notice or communication shall be required to be delivered on the next Business Day.

37. **THIS COURT ORDERS** that in the event of any strike, lock-out or other event which interrupts postal service in any part of Canada, all notices and communications during such interruption may only be delivered by personal delivery, courier, e-mail (in PDF format) or facsimile transmission and any notice or other communication given or made by prepaid mail within the five (5) Business Day period immediately preceding the commencement of such interruption, unless actually received, shall be deemed not to have been delivered.

Aid and Assistance of Other Courts

38. **THIS COURT HEREBY REQUESTS** the aid and recognition (including assistance pursuant to s. 17 of the CCAA, as applicable) of any court or any judicial, regulatory or administrative body in any province or territory of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province or any court or any judicial, regulatory or administrative body of the United States and of any other nation or state to act in aid of and to be complementary to this Court in carrying out the terms of this Order.

General

39. **THIS COURT ORDERS** that the Monitor is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which Proofs of Claim, Notices of Revision or Disallowance and Notices of Dispute are completed and executed, and may, if it is satisfied that a Pre-Filing Claim or Restructuring Claim has been adequately proven, waive strict compliance with the
requirements of this Order as to the completion and execution of Proofs of Claim, Notices of Revision or Disallowance and Notices of Dispute.

40. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA and under the Initial Order, shall assist the Applicants in connection with the administration of this Order, and is hereby authorized and directed to take such other actions and fulfill such other roles as are contemplated by this Order.

41. **THIS COURT ORDERS** that: (i) in carrying out the terms of this Order, the Monitor shall have all of the protections given to it by the CCAA and the Initial Order or as an officer of this Court, including the stay of proceedings in its favour; (ii) the Monitor shall incur no liability or obligation as a result of the carrying out of its obligations under this Order; (iii) the Monitor shall be entitled to rely on the books and records of the Applicants, and any information provided by the Applicants, all without independent investigations; and (iv) the Monitor shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information.

42. **THIS COURT ORDERS** that notwithstanding the terms of this Order, the Applicants and the Monitor may apply to this Court from time to time for directions from this Court with respect to this Order, including the 2164566 Claims Process and the schedules to this Order, or for such further order or orders as either of them may consider necessary or desirable to amend, supplement or replace this Order, including any schedule to this Order, and to establish a process for the determination of the Excluded Claims, if considered necessary or desirable.
SCHEDULE “A”

INSTRUCTION LETTER

Instruction Letter for the 2164566 Claims Process of 2164566 Ontario Inc. (“2164566”) in the CCAA Proceedings of Hush Homes Inc., Hush Inc., 2122763 Ontario Inc., 2142301 Ontario Inc. and 2164566 (collectively, the “Applicants”):

Claims Process

By order of the Honourable Justice [name] dated April 9, 2015 (the “2164566 Claims Process Order”), in the proceeding commenced by the Applicants under the Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the “CCAA”), the Applicants have been authorized to conduct a claims process in respect of the claims against 2164566 (the “2164566 Claims Process”). A copy of the 2164566 Claims Process Order, without schedules (other than Schedule “B”), is enclosed with this letter and a copy of the 2164566 Claims Process Order, with all schedules, may be found on the Monitor's website at: http://www.fullerllp.com/hush. Capitalized terms used in this letter, which are not defined in this letter shall have the meaning ascribed to them in the 2164566 Claims Process Order.

This letter provides instructions for completing the Proof of Claim. A Proof of Claim form is included with this letter.

The 2164566 Claims Process is intended for any Person asserting a Pre-Filing Claim of any kind or nature whatsoever against 2164566s arising before the Filing Date, and any Restructuring Claim arising after the Filing Date as a result of a restructuring, termination, disclaimer or repudiation by 2164566 after the Filing Date of any contract, lease, agreement, or other arrangement or agreements of any nature whatsoever, whether oral or written, and any amending agreement related thereto and whether such restructuring, termination, disclaimer or repudiation took place or takes place before or after the date of the 2164566 Claims Process Order.

If you have any questions regarding the 2164566 Claims Process, please contact the court-appointed Monitor at the address provided below.

All enquiries with respect to the 2164566 Claims Process should be addressed to:

The Fuller Landau Group Inc.
151 Bloor Street West, 12th Floor
Toronto, ON M5S 1S4

Contact person – Adam Erlich
Phone – 416.645.6560
Facsimile - 416.645.6501
Email – aerlich@fullerlandau.com

For Creditors Submitting a Proof of Claim

You are required to file a Proof of Claim, in the form enclosed herewith, and ensure that it is received by the Monitor by 5:00 p.m. (Eastern Time) on Friday May 1, 2015 (the “2164566 Claims Bar Date”), to avoid the barring and extinguishment of any Pre-Filing Claim you may have against 2164566.
To avoid the barring and extinguishment of any Restructuring Claim you may have against 2164566, you are required to file a Proof of Claim, in the form enclosed herewith, and ensure that it is received by the Monitor by the later of: (a) the 2164566 Claims Bar Date; and (b) 5:00 p.m. (Eastern Time) on the day which is 15 days after the date of the Notice of Repudiation or Disclaimer (the "Restructuring Claims Bar Date").

CLAIMS FOR WHICH PROOFS OF CLAIM ARE NOT RECEIVED BY THE 2164566 CLAIMS BAR DATE OR 2164566 RESTRUCTURING CLAIMS BAR DATE, AS APPLICABLE, WILL BE BARRED AND EXTINGUISHED FOREVER AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING A PRE-FILING CLAIM OR RESTRUCTURING CLAIM AGAINST 2164566 AND YOU SHALL NOT BE ENTITLED TO ANY FURTHER NOTICE OR DISTRIBUTION, IF ANY, AND SHALL NOT BE ENTITLED TO PARTICIPATE AS A CREDITOR IN THESE PROCEEDINGS.
SCHEDULE “B”
PROOF OF CLAIM

Proof of Claim Against 2164566 Ontario Inc. (hereinafter referred to as “2164566”)

Please read the enclosed Instruction Letter carefully prior to completing this Proof of Claim. Defined terms not defined within this Proof of Claim form shall have the meaning ascribed thereto in the 2164566 Claims Process Order dated April 9, 2015 as may be amended from time to time.

Particulars of Creditor

Full Legal Name of Creditor: [name] (the “Creditor”) (Full legal name should be the name of the original Creditor of 2164566, regardless of whether an assignment of a Claim has been made, or a portion thereof, has occurred prior to or following the Filing Date).

Full Mailing Address of the Creditor (the original Creditor, not the Assignee):

[address]

Telephone Number: [number]

E-mail Address: [email]

Facsimile Number: [number]

Attention (Contact Person): [name]

Has the Claim been sold, transferred or assigned by the Creditor to another party?

Yes: [ ] No: [ ]

Particulars of Assignee(s) (If any)

Full Legal Name of Assignee(s): [If a portion of the Claim has been assigned, insert full legal name of assignees(s) of the Claim. If there is more than one assignee, please attach a separate sheet with the required information]

Full Mailing Address of Assignee(s):

[address]

Telephone Number of Assignee(s): [number]

Facsimile Number of Assignee(s): [number]

E-mail Address: [email]

Attention (Contact Person): [name]

Proof of Claim

I, [name of individual Creditor or Representative of Corporate Creditor], of [City, Province or State] do hereby certify:

That I [name] am the Creditor of 2164566; OR

[[Name] am [position or title] of [name of Creditor]];
That I have knowledge of all the circumstances connected with the Claim referred to below; 2164566 was and still is indebted to the Creditor as follows:

1 Pre-Filing Claim

CDN$[amount of claim]

2 Restructuring Claim

CDN$[amount of claim]

[Claim arising after Filing Date resulting from the restructuring, termination, disclaimer or repudiation after the Filing Date of any contract, lease, agreement or other arrangement or agreements of any nature whatsoever, whether oral or written, and any amending agreement related thereto]

3 If Creditor’s Claim is denominated in currency other than Canadian dollars please stipulate currency: ________________________

Nature of Claim

(Check and complete appropriate category)

1 UNSECURED CLAIM OF CDN$[amount]. That in respect of this debt, no assets of 2164566 are pledged as security.

2 SECURED CLAIM OF CDN$[amount].

That in respect of this debt, assets of 2164566 valued at CDN$[amount] are pledged to me as security, particulars of which are set out in the attached Schedule:

[Give full particulars of the security including the date on which the security was given and the value at which you assess the security, and attach a copy of the security or mortgage documents. In the case of mortgagees, include a copy of the commitment letter, offer to finance or similar document, the dates and the amounts of all advances, and a detailed statement of account for each mortgage held.]

Particulars of Claims

Other than as already set out herein, the particulars of the undersigned’s total Pre-Filing Claim and/or Restructuring Claim are attached.

[Provide all particulars of the claims and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the claims, name of any guarantor which has guaranteed the claims, and amount of invoices, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by 2164566 to the Creditor and estimated value of such security]

Filing of Claims

This Proof of Claim must be received by no later than 5:00 p.m. (Eastern Time) on Friday May 1, 2015 (the “2164566 Claims Bar Date”) if your claim is not a Restructuring Claim.

Proofs of Claim for Restructuring Claims arising after the Filing Date resulting from a restructuring, termination, disclaimer or repudiation after the Filing Date of any contract, lease, agreement, or other arrangement or agreements of any nature whatsoever, whether oral or written, and any amending agreement related thereto, must be received by the later of: (a) the Claims Bar Date; and (b) by 5:00 p.m. (Eastern Time) on the day which is 15 days after
the date of the Notice of Repudiation or Disclaimer (the “2164566 Restructuring Claims Bar Date”).

FAILURE TO FILE YOUR PROOF OF CLAIM AS DIRECTED BY THE 2164566 CLAIMS BAR DATE OR 2164566 RESTRUCTURING CLAIMS BAR DATE, AS APPLICABLE, WILL RESULT IN YOUR CLAIM BEING BARRED AND EXTINGUISHED FOREVER, AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING A CLAIM AGAINST 2164566 AND FROM PARTICIPATING AS A CREDITOR IN THESE PROCEEDINGS.

This Proof of Claim must be delivered by registered mail, personal delivery, e-mail (in PDF format), courier or facsimile transmission at the following addresses:

The Fuller Landau Group Inc.
151 Bloor Street West, 12th Floor
Toronto, ON M5S 1S4
Contact person – Adam Erlich
Phone – 416.645.6560
Facsimile - 416.645.6501
Email – aerlich@fullerlandau.com

Dated this day of , 2015.

Witness: ________________________________

Per: ________________________________

Print name of Creditor: ________________________________

If Creditor is other than an individual, print name and title of authorized signatory:

Name: ________________________________

Title: ________________________________
SCHEDULE “C”

NOTICE OF REVISION OR DISALLOWANCE

Notice of Revision or Disallowance of 2164566 Ontario Inc. ("2164566")

Name of Creditor: ________________________________ [name]

Reference #: ________________________________ [number]

Pursuant to the order of the Honourable Justice [judge’s name] dated April 9, 2015, The Fuller Landau Group Inc., in its capacity as Monitor of Hush Homes Inc., Hush Inc., 2122763 Ontario Inc., 2142301 Ontario Inc. and 2164566 (collectively, the “Applicants”), hereby gives you notice that the Monitor has reviewed your Proof of Claim and has revised or rejected your Claim as follows:

3 Your Pre-Filing Claim has been revised or rejected for:
   [ ] Voting Purposes
   [ ] Distribution Purposes

4 Your Restructuring Claim has been revised or rejected for:
   [ ] Voting Purposes
   [ ] Distribution Purposes

5 Revision or Disallowance:

<table>
<thead>
<tr>
<th>Proof of Pre-Filing Claim or Restructuring Claim as Submitted (SCDN)</th>
<th>Revised Pre-Filing Claim or Restructuring (SCDN)</th>
<th>Secured (SCDN)</th>
<th>Unsecured (SCDN)</th>
</tr>
</thead>
</table>

Reasons for the Revision or Disallowance: [Reasons]

If you do not agree with this Notice of Revision or Disallowance please take notice of the following:

If you intend to dispute a Notice of Revision or Disallowance, you must deliver a Notice of Dispute, in the form attached hereto, by registered mail, personal service, e-mail (in PDF format), facsimile or courier to the address indicated herein such that it is received by 5:00 p.m. (Eastern Time) on the day which is fourteen (14) days after the date of this Notice of Revision or Disallowance. The form of Notice of Dispute is attached to this Notice.

If you do not deliver a Notice of Dispute in the time specified, the nature and amount of your Pre-Filing Claim or Restructuring Claim, as the case may be, shall be determined to be as set out in this Notice of Revision or Disallowance for voting and/or distribution purposes.
Address for Service of Notices of Dispute:

The Fuller Landau Group Inc.
151 Bloor Street West, 12th Floor
Toronto, ON M5S 1S4

Contact person – Adam Erlich
Phone – 416.645.6560
Facsimile - 416.645.6501
Email – aerlich@fullerlandau.com

IF YOU FAIL TO TAKE ACTION WITHIN THE PRESCRIBED TIME PERIOD, THIS NOTICE OF REVISION OR DISALLOWSANCE WILL BE BINDING UPON YOU.

Dated at Toronto this [number] day of [month], 2015.

The Fuller Landau Group Inc., in its capacity as the court-appointed Monitor of Hush Homes Inc., Hush Inc., 2122763 Ontario Inc., 2142301 Ontario Inc. and 2164566

Per: ______________________

Name: [name]
SCHEDULE “D”
NOTICE OF DISPUTE

Notice of Dispute in respect of Claim against 2164566 Ontario Inc. (“2164566”) Pursuant to the order of the Honourable Justice [judge’s name] dated April 9, 2015, we hereby give you notice of our intention to dispute the Notice of Revision or Disallowance bearing Reference Number ________________ [number] and dated ________________ [date] issued by The Fuller Landau Group Inc., in its capacity as Monitor of Hush Homes Inc., Hush Inc., 2122763 Ontario Inc., 2142301 Ontario Inc. and 2164566 (the “Applicants”) in respect of our Claim.

Name of Creditor: ________________________________ [name]

<table>
<thead>
<tr>
<th>Reviewed Claim as Accepted ($CDN)</th>
<th>Disputed ($CDN)</th>
<th>Secured ($CDN)</th>
<th>Unsecured ($CDN)</th>
</tr>
</thead>
</table>

Total Claim

Reasons for Dispute (attach additional sheet setting out reasons together with copies of all supporting documentation): [reasons]

Signature of Individual: ________________________________

(Please print name): ________________________________

Date: ________________________________

Telephone Number: ________________________________ [number]

Facsimile Number: ________________________________ [number]

E-mail Address: ________________________________ [e-mail address]

Full Mailing Address: ________________________________ [address]

THIS FORM AND SUPPORTING DOCUMENTATION TO BE RETURNED BY REGISTERED MAIL, PERSONAL SERVICE, E-MAIL (IN PDF FORMAT), FACSIMILE OR COURIER TO THE ADDRESS INDICATED HEREIN AND TO BE RECEIVED BY 5:00 P.M. (EASTERN TIME) ON THE DAY WHICH IS FOURTEEN (14) DAYS AFTER THE DATE OF THE NOTICE OF REVISION OR DISALLOWANCE.

Address for Service of Notices of Dispute:

The Fuller Landau Group Inc.
151 Bloor Street West, 12th Floor
Toronto, ON M5S 1S4

Contact person – Adam Erlich
Phone – 416.645.6560
Facsimile – 416.645.6501
Email – aerlich@fullerlandau.com
SCHEDULE "E"
NEWSPAPER NOTICE

Notice to Creditors of 2164566 Ontario Inc. o/a Mont Palais ("2164566")

RE: NOTICE OF CCAA FILING AND CLAIMS PROCESS FOR 2164566 PURSUANT TO THE COMPANIES' CREDITORS ARRANGEMENT ACT ("CCAA").

NOTICE IS HEREBY GIVEN that on April 9, 2015, the Ontario Superior Court of Justice (Commercial List) at Toronto issued an Order (the "First Amended and Restated Initial Order") extending the protection under the CCAA to 2164566 under court file number CV-14-10800-00CL. Pursuant to the First Amended and Restated Initial Order, The Fuller Landau Group Inc. has been appointed as CCAA monitor of 2164566 (the "Monitor"). A copy of the First Amended and Restated Initial Order and other publicly available documents can be obtained from the website of the Monitor at: http://www.fullerllp.com/hush.

This notice is being published pursuant to an order of Justice [judge's name] of the Ontario Superior Court of Justice dated April 9, 2015 (the "2164566 Claims Process Order"). Any person who may have a claim against 2164566 should review and comply with the 2164566 Claims Process Order.

Any person having a claim against 2164566 arising or relating to the period prior to April 9, 2015 (the "Filing Date"), or would have been a claim provable in bankruptcy had 2164566 become bankrupt on the Filing Date should send a Proof of Claim to The Fuller Landau Group Inc., in its capacity as the court-appointed Monitor of Hush Homes Inc., Hush Inc., 2122763 Ontario Inc., 2142301 Ontario Inc. and 2164566 (collectively, the "Applicants"), to be received by no later than 5:00 p.m. (Eastern Time) on Friday May 1, 2015 (the "2164566 Claims Bar Date").

Proofs of Claim for claims arising after the Filing Date as a result of a restructuring, termination, disclaimer or repudiation by 2164566 after the Filing Date of any contract, lease, agreement, or other arrangement or agreements of any nature whatsoever, whether oral or written, and any amending agreement related thereto, must be received by the later of: (a) the 2164566 Claims Bar Date; and (b) 5:00 p.m. (Eastern Time) on the day which is 15 days after the date of the applicable notice of repudiation or disclaimer (the "2164566 Restructuring Claims Bar Date").

Creditors requiring more information or who have not received a Proof of Claim or Claims Package should contact Adam Erlich, the court-appointed Monitor of the Applicants, by telephone at 416.645.6560, fax at 416.645.6501 or e-mail at aerlich@fullerlandau.com to obtain a Proof of Claim form, Claims Package or visit the Monitor's website at: http://www.fullerllp.com/hush.

PROOFS OF CLAIM WHICH ARE NOT RECEIVED BY THE APPLICABLE 2164566 BAR DATES SPECIFIED HEREIN WILL BE BARRED AND EXTINGUISHED FOREVER.
IN THE MATTER OF THE COMPANIES’ CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE OR ARRANGEMENT OF HUSH HOMES INC., HUSH INC., 2122763 ONTARIO INC., 2142301 ONTARIO INC. 2164566 ONTARIO INC. (collectively, the “APPLICANTS”)

Court File No.: CV-14-10800-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

2164566 CLAIMS PROCESS ORDER
DATED APRIL 9, 2015

Wildeboer Dellelce LLP
Barristers and Solicitors
Suite 800
365 Bay Street
Toronto, ON M5H 2V1
Alfred Apps (LSUC # 277601)
Email: aapps@wldlaw.ca
Tel: (416) 361-6211
Fax: (416) 361-1790
Lawyers for the Applicants

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Barristers & Solicitors
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100 Wellington Street West
P.O. Box 329, Toronto-Dominion Centre
Toronto, ON M5K 1K7
Kyla E.M. Mahar (LSUC# 44182G)
Email: kmahar@tff.ca
Tel: (416) 304-0594
Fax: (416) 304-1313
Litigation Agents for Wildeboer Dellelce LLP, lawyers for the Applicants
IN THE MATTER OF THE COMPANIES' CREDITOR'S ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE OR ARRANGEMENT OF HUSH HOMES INC., HUSH INC., 2122763 ONTARIO INC. and 2142301 ONTARIO INC. (collectively, the "APPLICANTS")

Court File No. CV-14-10800-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

MOTION RECORD
(Re: Adding 2164566 Ontario Inc. as an Applicant
and Approving Supplementary Claims Process)
Returnable on April 9, 2015

Wildeboer Dellelce LLP
Barristers and Solicitors
Suite 800
365 Bay Street
Toronto, ON M5H 2V1

Alfred Apps (LSUC # 277601)
Email: aapps@wildlaw.ca
Tel: (416) 361-6211
Fax: (416) 361-1790

Lawyers for the Applicants

Thornton Grout Finnigan LLP
Barristers & Solicitors
Suite 3200, TD West Tower
100 Wellington Street West
P.O. Box 329, Toronto-Dominion Centre
Toronto, ON M5K 1K7

Robert I. Thornton (LSUC# 24266B)
Email: rthornton@tgflaw.ca
Tel: (416) 304-0560

Kyia E.M. Mahar (LSUC #44182G)
Email: kmahar@tgflaw.ca
Tel: (416) 304-0594
Fax: (416) 304-1313

Litigation Agents for Wildeboer Dellelce LLP,
lawyers for the Applicants