EXHIBIT “G”
STATEMENT OF ADJUSTMENTS

Vendor: Hush Homes Inc.

Purchaser: Twahina Mohameed and Haleemah Muhammad

Property: Lot 1, Plan 43M-1843, Mississauga

Adjusted as of: August 27, 2012

SALE PRICE
Agreed Sale Price: $1,311,375.00
Net Sale Price (Net of HST) $1,181,747.79
Credit Vendor (Agreed Sale Price): $1,311,375.00

DEPOSITS
Credit Purchaser: $1,311,375.25

PROPERTY TAXES
2012 Realty Taxes: $2,481.93
Vendor’s share (239 days): $1,620.71
Vendor has paid: $2,107.93
Credit Vendor: $487.22

TARION WARRANTY ENROLLMENT FEE
Enrolment fee: $1,650.00
HST: $214.50
Credit Vendor: $1,864.50

LANDSCAPING/TREE PLANTING
(Section 2.24 of APS)
NIL

UTILITY METRES
Hydro meter/installation/energization (S2.2.3 of APS): $800.00
Water meter/installation/connection (S2.2.2 of APS): $450.00
Credit Vendor: $1,250.00
**LOT GRADING SECURITY DEPOSIT**
$2.2.6$ of APS
Credit Vendor: $2,500.00

**INCREASE IN DEVELOPMENT CHARGES**
$2.6$ of APS (to a maximum of $1,500.00)
Credit Vendor: $1,441.58

**SURVEY**
($2.2.5$ of the APS)
Credit Vendor ($1,200.00 + HST): $1,356.00

**INCENTIVE ON FINANCING**
Applied $100,000 credit to upgrades whereas Amending Agreement of July, 2011 provides for a credit of $90,000
Credit Vendor: $10,000.00

**BALANCE DUE ON CLOSING**
payable to Keyser Mason Ball, LLP, in trust or as further directed
$18,899.05
$1,330,274.30
$1,330,274.30

E. & O. E.
PARTIAL DISCHARGE STATEMENT

RE: Diversified Capital Inc. (the "Lender") loan to 2142301 ONTARIO INC. and 2169034 ONTARIO INC./Hush Homes Inc. (the "Borrowers") Lot 1, Plan 43M-1843, Mississauga (the "Property")

AS AT: August 28, 2012

The Lender will register a partial discharge of its charge from title to the Property in exchange for payment by way of a certified cheque payable to Baker, Schneider Ruggerio LLP related to their legal fees, disbursements and HST in the amount of $5,009.40

The above amount shall be made payable by way of CERTIFIED CHEQUE

The above amount only relates to a partial discharge of the Property and no other property for which the Lender's charge may be registered.

This statement is only valid until August 29, 2012, after which time a new statement must be obtained as there may be additional charges and expenses.

DIVERSIFIED CAPITAL INC.
by their solicitors
BAKER SCHNEIDER RUGGIERO LLP

Per: [Signature]

Bruce Milburn
Trust Ledger Statement

Hush Homes Inc. Sale to Mohammed and Muhammad
Lot 1, Plan 43M-1843

Balance sale proceeds received from Purchaser $18,899.05

Paid to Baker, Schneider Ruggerio LLP
Re: Legal Fees and Disbursements $ 5,009.40

Paid to In2lition Realty $ 9,885.90

Paid City of Mississauga
Outstanding Taxes $ 2,203.75

Holdback for legal fees, disbursements and HST $ 1,800.00

$18,699.05 $18,899.05
EXHIBIT "H"
September 20, 2012

Mr. Naheel Suleman C.A.
Hush Homes Inc.
75 International Blvd. Suite 400
Toronto Ontario
M9W 6L9

Attention: Mr. Naheel Suleman C.A.

Re: Amendment to a Financing Commitment Letter date May 24, 2011
First Mortgage Financing - $5,550,000.00CDN, 1745, 1765 and 1775 Thorny-Brae Place
Mississauga Ontario

Further to a Commitment to Finance dated May 24, 2011 entered into between Diversified Capital Inc. as Lender and 2122763 Ontario Inc., as Borrower, as further amended by an Amending Agreement dated August 30, 2011, the parties confirm the terms and conditions therein and have agreed to amend the Commitment as follows:

Loan Amount: The Principal amount of the loan shall be increased in the amount of $1,400,000 from $5,550,000 to $6,950,000.

Pay Down Of Principal Increase: The Borrower agrees to pay down the principal increase of $1,400,000 by no less than $1,000,000 by September 6, 2012.

Fee: .75% of the increase in the principal amount, payable September 6, 2012.

Postponement/ Standstill Agreement: The Borrower recognizes that any subsequent financing is subordinate to the existing loan and any increases therein, and as such the Borrower acknowledges and agrees to provide the Lender with an executed postponement/standstill agreement, in the Lender's standard form.

This Amending Agreement shall be null and void unless a copy is signed by the Borrower, under corporate seal where applicable, and returned to our offices by not later than 3:00 p.m. September 20, 2012.

Sincerely,

Russ Giannotta
I/WE HEREBY ACCEPT THE ABOVE NOTED TERMS AND CONDITIONS, SIGNED AT TORONTO THIS 20TH DAY OF AUGUST, 2012.

2122702 Ontario Inc.
Per: Mr. Naheed Suleman, I have the authority to bind the Corporation

2142301 Ontario Inc.
Per: Mr. Naheed Suleman, I have the authority to bind the Corporation

2189034 Ontario Inc.
Per: Mr. Naheed Suleman, I have the authority to bind the Corporation

Hush Inc.
Per: Mr. Naheed Suleman President, I have the authority to bind the Corporation

Hush Harrell Inc.
Per: Mr. Naheed Suleman President, I have the authority to bind the Corporation

SKS Associate Investments Inc.
Per: I have the authority to bind the Corporation
682193 Ontario Inc.

Per., Mr. Musa Suleman President,
I have the authority to bind the Corporation

MNR Consultants Inc.

Per., Mr. Musa Suleman President,
I have the authority to bind the Corporation

2096553 Ontario Inc.

Per. Mr. Naheel Suleman,
I have the authority to bind the Corporation

1170359 Ontario Inc.

Per. Mr. Musa Suleman,
I have the authority to bind the Corporation

Mr. Naheel Suleman

In his personal capacity, as Covenantor

Mr. Musa Suleman

In his personal capacity as, Covenantor
EXHIBIT “I”
MORTGAGE AMENDING AGREEMENT

BETWEEN:

2122763 ONTARIO INC.
(the "Chargor")

- and -

DIVERSIFIED CAPITAL INC.
(the "Chargee")

WHEREAS the Chargor gave a charge/mortgage to the Chargee which Charge/Mortgage was registered on September 28, 2011 as Instrument Number PR2081695 (the "Charge");

AND WHEREAS the Chargor and the Chargee wish to amend the Charge and have entered into this Agreement for the purpose;

NOW THEREFORE, in consideration of the mutual covenants herein contained and the payment of ten dollars ($10.00) by the Chargor to the Chargee, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Charge is hereby amended as follows:

   Delete: "Principal $5,550,000.00"

   Insert: "Principal $6,950,000.00"

2. In all other respects the parties hereto confirm that the terms and conditions contained in the aforesaid Charge remain unamended and in full force and effect.

3. The Chargor hereby covenant with the Chargee to pay the said principal as set out herein and interest, at the rate as set out in the Charge, in the manner as contemplated in the Charge and any and all security documents provided by the Chargor to the Chargee related thereto, and to keep, observe, perform and fulfill all the covenants, provisos and agreements contained in the said Charge.

4. Provided that nothing herein contained shall affect or prejudice the rights of the Chargee as against the Chargor or as against any party to the Charge or as against any surety or other person whomsoever for the debt or any part thereof or as against any collateral which the Chargee may now or hereafter hold against the debt or any part thereof.

5. Provided further that nothing herein contained shall create any merger or alter the rights of the Chargee as against any subsequent encumbrancer or other person interested in the Real Property, nor affect the liability of any person not a party hereto who may be liable to pay the said Charge money or the rights of any such person all of which rights are hereby reserved.

6. The provisions of this document shall enure to and be binding upon the executors, administrators, successors and assigns of each party and all covenants, liabilities and obligations shall be joint and several.

7. This Agreement may be executed and delivered in counterparts and any such counterpart may be delivered in its original form or by facsimile transmission and each of which when so executed and delivered shall be deemed to be an original and such counterparts together shall constitute one and the same Agreement.

BALANCE OF PAGE LEFT INTENTIONALLY BLANK
EXHIBIT “J”
June 19, 2012

Mr. Russ Giannotta
Diversified Capital Management Services
65 Front St W., Suite 416, Box 101
Toronto, ON M5J 1E6

Dear Mr. Giannotta:

Re: 1214239F Ontario Inc.
   "Silverthorn Mews"
   13 Lots - Single-Detached Home Constructions
   Silverthorn Mill Avenue & 2nd Line West of Hurontario Street
   Mississauga, Ontario

With regard to the subject project, we enclose a copy of our Budget Review and Progress Draw Report No. 1.

The Borrower has reported a gross cost to date of $5,073,708 for the land and servicing portion. After deduction for Summary Holdback of $65,707, the net cost incurred to date totals $5,008,091. Based on our Margin Calculation, the proposed total advance is $2,034,211 for the land and servicing loan. The estimated cost to complete is $60,506. We note that due to the advance of $408,260 for cash in lieu of L/C, the cost to complete is less than the holdback of $65,707. Based on the Borrower's sales summary and the lot by lot valuation, the total advance for the house construction is $1,186,454.

Please note the Lender will have to deduct loans previously advanced on the project to determine the current advance.
We refer the Lender to Section I of this report, which contains Important Notes requiring the Lender's attention.

Should you require anything further, please contact the undersigned directly.

Yours truly,

O'KEEFE AND ASSOCIATES LIMITED

[Signature]

David O'Keefe, MRICS, PQS, PLE
President

c.c.: Mr. Mike Case, Hush Homes Inc.

Our ref. no.: 2011-059

The Client has the right to use this document for its intended purposes only. The copyright and ownership of these instruments of service remains with the PQS and may not be used for any other project, or sold, or offered for sale (as part of a sale of property) by the Client, unless the PQS has given written consent accordingly.
EXECUTIVE SUMMARY
Important Notes:

We have received and reviewed a copy of "Diversified" Commitment Letter dated March 15, 2011. In this regard, the following is a brief outline of our findings as they relate to our terms of reference and specific notations in the Commitment Letter that we are required to review and confirm:

1. Security - We understand all security documentation has been forwarded directly to the Lender and that the Lender has satisfied itself in this regard.

2. Preconditions to Funding Paragraph (a) - Appraisal. We note that the Commitment requires fair market value of not less than $5,850,000 for the serviced land and not less than $17,200,000 when fully constructed. We have not received a copy of the Appraisal Report for the subject project. We understand the Appraisal Report has been forwarded directly to the Lender and that the Lender will satisfy itself in this regard.

3. Preconditions to Funding Paragraphs (b & c) - Budget and Contracts. We have received and reviewed copies of the working drawings as well as the Borrower's detailed budget and backup documentation; and have confirmed a total project budget of $6,088,687 for land, site servicing and associated development, engineering and financing costs. We have also calculated a total house construction budget of $5,337,812 including overheads and contingencies in addition to development and consulting fees, marketing and administration costs as well as costs associated with project financing. The budget equates to $130.49/sq. ft. for land servicing and other costs and $201.12/sq.ft for house construction. The overall total budget for land and house construction is $15,626,540 which equates to $395.87/sq.ft. We have received and reviewed contracts and quotes in the amount of $945,876 or 100% of the servicing budget. We have compared the project budget with other projects similar in size and nature and based on the documentation provided and reviewed to date, the project budget appears to be reasonable to complete the project.

4. Preconditions to Funding Paragraphs (c & g) - Pressies and Deposits. We have received and reviewed the first page of the purchase and sale agreements of the sold units and the Borrower's sales and deposits summary. A total of 8 lots are currently sold for a total price of $9,402,375 with a committed total deposits received of $1,235,196 or 13.14% of the sales price. The deposits received exceed the 10% for all the lots except Lot 2 which is 9.34%, with Lots 1, 3, 7 and 8 being 15% and Lots 11, 12 and 13 less than 15%. Copies of the purchase and sale agreements as well as sales summary are enclosed for your records.
EXECUTIVE SUMMARY

Important Notes (cont'd)

5. Preconditions to Funding Paragraph (d) -- Zoning. We have received the development agreement and copies of building permits for Lots 1, 2, 12, and 13, all currently under construction. The receipt of building permits certify that the Borrower is in compliance with all zoning by-laws and regulations. We note that we have made provision in the budget to cover all costs associated with or may arise as a result of acquiring the remaining permits. We will advise when permits of the remaining lots are received. We have enclosed copies of the development agreement and building permits for your records.

6. Payment Confirmation. We have confirmed that the Borrower has paid approximately $7,025,581 as at March 2012 comprising land of $4,000,581 and $3,025,000 paid cost by reviewing the Borrower's cost ledger, bank statements and accounts payable.

7. Tarion. We have also received a copy of the Tarion registration certificate and have enclosed a copy for your records. We note that the current certificate expired March 26, 2012 and the Borrower has advised it will forward a copy of the renewed certificate to the Lender.

8. Advances. We understand per the Commitment that the Loan will be advanced as follows:

- Land loan will be advanced by way of a single advance.
- Site servicing costs will be advanced in accordance with the plan approved by the cost consultant.
- Letter of Credit will be advanced to the financial institution approved by the Lender to issue the Letter of Credit.
- Construction advances for individual lots shall be made upon the sale of the lot to a bona fide arms length purchaser.
9. Insurance. We have received a copy of the Borrower's General Liability Insurance Certificate, which identify the following coverage:

**Comprehensive Commercial Liability**

<table>
<thead>
<tr>
<th>Insurer</th>
<th>Dominion of Canada</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Insured</td>
<td>Hush Homes Inc. and 2142301 Ontario Inc.</td>
</tr>
<tr>
<td>Coverage</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Expiry</td>
<td>December 5, 2012</td>
</tr>
</tbody>
</table>

We have not received the Builder's Risk Insurance and recommend a copy be forwarded directly to the Lender. We have enclosed a copy of the commercial liability coverage for your records.
1 EXECUTIVE SUMMARY

Project Budget and Source and Use of Funds

We have calculated an overall required budget of $15,426,500. We understand the loan will be divided into Land and Servicing portion and House Construction portion. We understand the Source and Use of Funds to be as follows:

<table>
<thead>
<tr>
<th>Source of Funds - Land and Servicing Loan</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land Loan</td>
<td>$3,375,000</td>
</tr>
<tr>
<td>Construction Loan</td>
<td>$2,094,807</td>
</tr>
<tr>
<td>Borrower's Equity</td>
<td>$ 618,850</td>
</tr>
<tr>
<td>Total Source of Funds</td>
<td>$ 6,088,657</td>
</tr>
</tbody>
</table>

Total Project Budget - Land and Servicing $ 6,088,657

<table>
<thead>
<tr>
<th>Source of Funds - Revolving Construction Loan</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revolving Construction Loan</td>
<td>$3,410,193</td>
</tr>
</tbody>
</table>

Total Project Budget - Revolving Construction Loan $3,410,193

The Source of Funds for both Servicing and Revolving Construction Loans are proposed and subject to review and approval by the Lender.

We understand the house construction loan will be administered on a revolving basis with a loan amount of $3,410,193 resulting in the total loan amount of $8,880,000.

Diversified Capital Loan Facility

To provide interim financing for the Borrower to refinance current first mortgage and fund the site servicing and construction of thirteen (13) single family residences.

Deposits

We understand the Borrower has received $1,235,196 in deposits of which $975,456 has been utilized to pay for construction costs. We understand the Lender requires all deposits to be used as a source of funds for the respective lots before advancing on the loan. We therefore note that Lots 3, 7 and 8 has a total deposits received $325,665 in excess of work in place, thus contributing to the current negative advance.
PROJECT MONITOR'S CERTIFICATE
BORROWER: 2142301 Ontario Inc.  
PROJECT:  Hush Homes – Silverthorn Mills  
Advance: # 1  
Date: June 19, 2012

Whereas, O’Keefe and Associates Limited, Diversified Capital’s Project Monitor for the Project, hereby certifies the following:

- A site inspection was performed on June 5, 2012.
- Based on the information provided to date, the costs and figures set forth and attached hereto in our Capital Cost Summary reflect the Project costs to date and the current costs-to-complete.
- We have verified the current gross costs in place of $6,093,798 for the land and servicing based on invoices reviewed to date.
- Additional Important Notes and Comments for the project are attached hereto.
- Based on our Marginal Calculation we recommend a total advance of $2,034,311 for the land and servicing portion. Previous advances have to be deducted to determine the current advance amount.
- Based on the valuation of work in place we recommend a total advance of $1,186,454 for the revolving house construction portion. Previous advances have to be deducted to determine the current advance amount.

This Certificate is made in connection with Advance # 1 under Diversified Capital’s loan to 2142301 Ontario Inc. and Diversified Capital, may rely on this Certificate for making the advance.

O’Keefe and Associates Limited

[Signature]

David O’Keefe, MRICS, PQS, PFL
President

Date: June 19, 2012

We wish to point out that we certify the advance in accordance with the terms of reference provided by the Lender. We are not responsible for any inaccuracy in the budget or report information that have not been properly reported to us by the Borrower or Lender. Furthermore, since we are not consulting engineers or architects, we are unable to certify the quality of the construction workmanship. Hence we rely on certificates from the project consultants to certify completeness of the work completed.
BUDGET REVIEW
III BUDGET REVIEW

i) Project Profile

The subject project is comprised of site servicing and construction of thirteen (13) single-detached homes, with an average area of 3,589 sq. ft. situated at the northeast corner of 2nd Line West and Silverthorn Mills Avenue, Mississauga, Ontario.

ii) Current Budget Review

We have reviewed the documentation provided. Moreover, we have discussed the project budget in detail with Borrower and Lender. The following is a brief summary of the budget for land, servicing and other costs.

<table>
<thead>
<tr>
<th>Description</th>
<th>Land and Servicing Budget</th>
<th>Cost per S.F. (46,660 S.F.)</th>
<th>Cost per Unit (13 Lots)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land Costs</td>
<td>$4,000,881</td>
<td>$85.74</td>
<td>$307,737.00</td>
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<tr>
<td>Land Servicing and Development</td>
<td>$945,876</td>
<td>20.23</td>
<td>72,759.69</td>
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<tr>
<td>House Construction Costs</td>
<td>$9,337,813</td>
<td>200.12</td>
<td>718,293.23</td>
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<td>Development Fees</td>
<td>42,361</td>
<td>0.91</td>
<td>3,258.54</td>
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<td>Consultancy Fees</td>
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<td>15,975.31</td>
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<td>Admin/Marketing</td>
<td>0</td>
<td>0.00</td>
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<td>Finance Charges / Carrying Costs</td>
<td>892,216</td>
<td>19.12</td>
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<tr>
<td>Contingency (Hard Cost)</td>
<td>0</td>
<td>0.00</td>
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<tr>
<td>Total</td>
<td>$15,426,500</td>
<td>$330.61</td>
<td>$1,186,653.77</td>
</tr>
</tbody>
</table>

Please refer to the enclosed Capital Cost Summary for a detailed summary of the project budget.

We have calculated a budget of $6,688,687 for land, site servicing and associated development, engineering and financing costs. We have also calculated a total house construction budget of $9,337,812 including overheads and contingencies in addition to development and consulting fees, marketing and administration costs as well as costs associated with project financing. The budget equates to $130.69 per sq. ft. for land servicing and other costs and $200.12/sq. ft. for house construction. The resultant overall project budget is $15,426,500, which equates to $330.61 per sq. ft. or $1,186,653.77 per lot. We have also enclosed the land servicing as well as the lot by lot construction budget for your records.
<table>
<thead>
<tr>
<th>Description</th>
<th>Borrowing</th>
<th>Approved Budget</th>
<th>Budget Changes</th>
<th>Approved Budget</th>
<th>Budget Changes</th>
<th>Drawn Down Budget</th>
<th>Budget Changes</th>
<th>Excess</th>
<th>Total Drawn Down</th>
<th>Contingent</th>
<th>Cash Required</th>
<th>Cash on Hand</th>
<th>Cash on Hand Cost A/B/C D/E</th>
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<td>Hard Cost Contingency</td>
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<td>Insurance During Construction</td>
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**Total Source of Funds**: $6,088,687

**Loan Ceiling**: $2,034,211

**Finance (Shortfall/Excess)**

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**Total Source of Funds**: $6,088,687

**Financial Details**

- **Loan Amount**: $2,094,897
- **Less: Cost to Complete**: $5,111
- **Less: Holdback Retained**: $1,373,003
- **Add: Delivered Land Loan**: $618,880
- **Loan Ceiling**: $2,034,211
- **Loan Previously Advanced**: $0
- **Add: Borrower's Equity**: $0

**TOTAL CURRENT ADVANCE**: $2,034,211

---

6792013 7:56 AM
III BUDGET REVIEW

Current Budget Review (cont'd)

The following is a detailed commentary of the project budget.

1. Land Costs

We have carried the land value of $4,000,381 based on the Borrower’s land purchase price and closing costs.

2. Land Servicing and Development

We have carried a servicing budget of $945,876 based on the servicing contract with Con-Drain of $857,369 and other costs associated incurred for electrical servicing and City landscaping works. The servicing works are generally complete except the secondary roadworks.

3. House Construction Costs

We have calculated a construction budget of $9,337,812 which includes $560,000 for general site overheads and $175,000 for contingencies. The budget is based on the Borrower’s lot by lot construction budget and also includes development and consulting fees, marketing and administration costs as well as costs associated with project financing. The budget equates to $200.12 per sq.ft. or $718,233.23 per lot. We note that the budget does not include upgrades; it is our understanding that Hurst Homes will present a lot by lot upgrade cost via a via upgrade revenue for the Lender’s review. Based on projects of similar size, design and finishing, we find the current budget appears adequate to complete the proposed construction. *Please note that house construction will be monitored separately from other costs and it will be completed on a lot by lot basis.*

4. Development Charges

We have carried the development charges and other municipal fees of $42,361 which covers the fees to be paid for the development. The house construction budget includes $868,760 being the development and permit costs as published by the City of Mississauga and Peel Region.

5. Consulting Fees

The budget of $207,653 for consulting fees is based on estimates and actual costs incurred as well as allowances for costs to complete. The house construction budget includes $178,175 of consulting fees for design and other consultancy services. The budget appears to be adequate at this time.
III BUDGET REVIEW

6. Marketing and Administration

We have no budget for marketing and administration in the land and servicing budget as it is related to the house construction. We have carried a total of $90,325 for marketing and administration in the house construction budget which includes commissions, management fees and warranty works. We have compared these line items budgets with other projects similar in nature and based on the information received to date, the budget appears to be adequate to complete the project.

7. Finance Charges

Project Monitor
We have included an estimated budget of $11,750 for the project monitor for the budget review and ongoing draw reports and also included $11,750 in the house construction budget.

Insurance during Construction
There is no budget for insurance in the land and servicing budget however we have allowed $20,000 for insurance during construction in the house construction budget.

Taxes during Construction
There is no budget for taxes in the land and servicing budget however we have allowed $101,500 for realtor taxes during construction in the house construction budget based on the most recent tax bill.

Lender’s Commitment Fees
We have carried a total of $155,165 for the lender’s fees in the land and servicing budget and also included $237,982 in the house construction budget for a total of $393,148 per the lender’s commitment.

Lender’s Loan Interest
We have allowed $400,985 for loan and land loan interest, based on costs incurred and allowance for costs to complete in the land and servicing budget with an allowance of $514,985 in the house construction budget as well as $24,315 in land loan interest for a total of $1,339,280. The interest budget appears reasonable based on the premise that sold and completed units will be repaid, therefore reducing the loan and interest amount as sold units are closed. We will continue to monitor and advise the lender as the project progresses.
## Budget Review and Progress Break No. 1 - June 2, 2015

### ADVANCED

<table>
<thead>
<tr>
<th>Unit</th>
<th>Price</th>
<th>Sold</th>
<th>60</th>
<th>$5377</th>
<th>6486</th>
<th>12,336</th>
<th>843</th>
<th>58,807</th>
<th>12,977</th>
<th>11,206</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>12</td>
<td>Average</td>
<td>9,332,823</td>
<td>11,394,995</td>
<td>1,042,839</td>
<td>$13,500,513</td>
<td>13,500,513</td>
<td>13,500,513</td>
</tr>
</tbody>
</table>

### ADVANCE SUMMARY

- **Maximizex: Rerouting of Construction Facility:**
  - **2015:**
  - **2016:**
  - **2017:**
  - **2018:**
  - **2019:**
  - **2020:**
  - **2021:**
  - **2022:**

- **Cumulative Holdback:**
  - **2015:**
  - **2016:**
  - **2017:**
  - **2018:**
  - **2019:**
  - **2020:**
  - **2021:**
  - **2022:**

- **Advances:**
  - **2015:**
  - **2016:**
  - **2017:**
  - **2018:**
  - **2019:**
  - **2020:**
  - **2021:**
  - **2022:**

- **Current Advance:**
  - **2015:**
  - **2016:**
  - **2017:**
  - **2018:**
  - **2019:**
  - **2020:**
  - **2021:**
  - **2022:**

- **Total Advance:**
  - **2015:**
  - **2016:**
  - **2017:**
  - **2018:**
  - **2019:**
  - **2020:**
  - **2021:**
  - **2022:**

### Please Note:
The total work to place for both hard and soft cost is $3,471,529 out of which funding is being applied for sold units for the commitment; however, it must be noted that soft cost has been incurred on all units (both sold and unsold) and if the preliminary soft cost incurred on the unsold units are considered for funding, as previously assumed, this analysis will be different.
IV  GENERAL

1. Legal Survey

We have received a copy of the surveys, Plan 43M-1843 and Plan 438-34120 prepared by David B. Searles Surveying Ltd. dated January 13th, 2011. The surveyor states that the survey and plan are correct and in accordance with the Surveys Act, the Surveyors Act and the Land Titles and the Regulations made under the. A copy is enclosed for your reference.

As advised to the Lender, we are not professional land surveyors and as such a detailed review of the survey, if required by the Lender, should be carried out by the Lender’s legal counsel and any easements or encumbrances should be reported directly to the Lender.

2. Chemical Soil Quality Assessment

We have reviewed copies of the report from Soil Probe Ltd. dated November 2, 2010 and June 17, 2011 respectively. The reports confirm that the soil is acceptable for residential, parkland or institutional land use. Moreover, all topsoil and organic material capable of producing methane has been stripped from the site, and that there is no soil on the site with potential environmental concern. We have enclosed copies of the reports for your records.
Progress Report

We visited the site on June 5, 2012 and observed the following progress:

Site Servicing

- Rough grading is complete;
- Underground services are in place and generally complete;
- Excavation and grading is generally complete;
- Storm and sanitary layout is generally complete;
- Electrical site servicing generally complete;
- Roadworks have progressed to base asphalt and curbs.

Lot Construction

Lot 1

- Excavation for foundation and basement is complete;
- Concrete footings is complete;
- Under slab drainage is complete;
- Basement concrete walls is complete;
- Framing is complete;
- Block work is complete;
- Windows are in place;
- HVAC rough-ins is complete;
- Mechanical and electrical rough-in is complete;
- Drywall and insulation is completed;
- Stairs and railing are in place;
- Interior doors and finish carpentry are generally complete;
- Cabinets installation is generally complete;
- Mechanical and electrical finishing is progressing;
- Painting is progressing.
Lots Construction

Lot 2
- Excavation for foundation and basement is complete;
- Concrete footings is complete;
- Under slab drainage is complete;
- Basement concrete walls is complete;
- Framing is complete;
- Block work is complete;
- Windows are in place;
- HVAC rough-ins is complete;
- Mechanical and electrical rough-in is complete;
- Drywall and insulation is complete;
- Painting has commenced.

Lot 11
- Excavation for foundation and basement is complete;
- Concrete footings is complete;
- Under slab drainage is complete;
- Basement concrete walls is complete;
- Framing is generally complete;
- Mechanical and HVAC has commenced.

Lot 12
- Excavation for foundation and basement is complete;
- Concrete footings is complete;
- Under slab drainage is complete;
- Basement concrete walls is complete;
- Framing is complete;
- Block work is complete;
- Windows are in place;
- HVAC rough-ins is complete;
- Mechanical and electrical rough-in is complete;
- Drywall and insulation is complete;
- Painting has commenced.
Progress Report and Construction Schedule

Lot 13
- Excavation for foundation and basement is complete;
- Concrete footings is complete;
- Under slab drainage is complete;
- Basement concrete walls is complete;
- Framing is complete;
- Block work is complete;
- Windows are in place;
- HVAC rough-ins is complete;
- Mechanical and electrical rough-in is complete;
- Drywall and insulation is complete;
- Mudding and taping of drywall is progressing.
October 29, 2012

Mr. Russ Giannetta
Diversified Capital Management Services
323 Deerhurst
Brampton, ON L6T 5K3

Dear Mr. Giannetta:

Re: 2142301 Ontario Inc.
"Silverthorn Mills"
13 Lots ~ Single-Detached Home Constructions
Silverthorn Mill Avenue & 2nd Line West of Hurontario Street
Mississauga, Ontario

With regard to the subject project, we enclose a copy of our Progress Draw Report No. 2.

The land and servicing portion remains as previously reported. Based on the Borrower's sales and closing summary and the lot by lot valuation, the total advance for the houses construction is $280,992 and the net advance for current draw is $307,093 based on the draw calculation sheets.

We refer the Lender to Section I of this report, which contains Important Notes requiring the Lender’s attention.
O'KEEFE AND ASSOCIATES LIMITED

21001 ONTARIO INC.
"SILVERTHORN MILLS"
13 LOTS - SINGLE-DETACHED HOME CONSTRUCTION
SILVERTHORN MILL AVENUE & 2ND LINE WEST of HURONTARIO STREET
MISSISSAUGA, ONTARIO

Should you require anything further, please contact the undersigned directly.

Yours truly,
O'KEEFE AND ASSOCIATES LIMITED

[Signature]
David O'Keefe, RICS, PQS, PLE
President

cc: Mr. Mike Case, Hush Homes Inc.

Our ref. no.: 2011-059
EXECUTIVE SUMMARY

Important Notes

We have received and reviewed a copy of “Diversified” Commitment Letter dated March 15, 2011. In this regard, the following is a brief outline of our findings as they relate to our terms of reference and specific notations in the Commitment Letter that we are required to review and confirm.

1. Preconditions to Funding Paragraph (a) – Appraisal. We note that the Commitment requires a fair market value of not less than $5,830,000 for the serviced land and not less than $17,200,000 when fully constructed. We have not received a copy of the Appraisal Report for the subject project. We understand the Appraisal Report has been forwarded directly to the Lender and that the Lender will satisfy itself in this regard.

2. Preconditions to Funding Paragraphs (b & c) – Budget and Contracts. We have received and reviewed copies of the working drawings as well as the Borrower’s detailed budget and backup documentation; and have confirmed a total project budget of $6,066,887 for land, site servicing and associated development, engineering and financing costs. We have also calculated a total house construction budget of $9,337,812 including overheads and contingencies in addition to development and consulting fees, marketing and administration costs as well as costs associated with project financing. The budget equates to $110.49/sq. ft. for land servicing and other costs and $202.12/sq. ft for house construction. The overall total budget for land and house construction is $15,426,500 which equates to $330.62/sq. ft. We have received and reviewed contracts and quotes in the amount of $945,876 or 100% of the servicing budget. We have compared the project budget with other projects similar in size and nature and based on the documentation provided and reviewed to date, the project budget appears to be reasonable to complete the project.

3. Preconditions to Funding Paragraphs (c & g) – Pre-sales and Deposits. We have received and reviewed the first page of the purchase and sale agreements of the sold units and the Borrower’s sales and deposits summary. A total of 8 lots are currently sold for a total price of $9,402,175 with 4 lots (Lots 1, 2, 12 and 13) closed. The total deposits received for lots currently under construction are $697,760 or 14.58% of the sales price. The deposits received for lots currently under construction exceed the 10% for all the lots with Lots 5, 7 and 8 being 15% while Lot 10 is 10%. Copies of the purchase and sale agreements were enclosed in our Report No. 1 and the sales and deposits summary is enclosed within our Appendix C.
EXECUTIVE SUMMARY

Important Notes (cont’d)

4. Preconditions to Funding Paragraph (d) – Zoning. We have received the development agreement and copies of building permits for Lots 1, 2, 12, and 13. The receipt of building permits certify that the Borrower is in compliance with all Zoning By-laws and regulations. We note that we have made provision in the budget to cover all costs associated with or may arise as a result of acquiring the remaining permits. We will advise when permits of the remaining lots are received. We enclosed copies of the development agreement and building permits in our Report No.1 for your records.

5. Payment Confirmation. We have confirmed that the Borrower has paid approximately $7,025,581 as at March 2012 comprising loan of $4,000,581 and $3,025,000 paid cost by reviewing the Borrower’s cost ledger, bank statements and accounts payable.

6. Tarion. We have also received a copy of the Tarion registration certificate and enclosed a copy for in our Report No.1 your records. We note that the certificate received expired March 26, 2012 and the Borrower has advised it will forward a copy of the renewed certificate to the Lender.

7. Advances. We understand per the Commitment that the Loan will be advanced as follows:
   - Land loan will be advanced by way of a single advance.
   - Site servicing costs will be advanced in accordance with the plan approved by the cost consultant.
   - Letter of Credit will be advanced to the financial institution approved by the Lender to issue the Letter of Credit.
   - Construction advances for individual lots shall be made upon the sale of the lot to a bona fide arms length purchaser.
EXECUTIVE SUMMARY

Important Notes (cont’d)

8. Insurance. We have received a copy of the Borrower’s General Liability Insurance Certificate, which identify the following coverage:

Comprehensive Commercial Liability

<table>
<thead>
<tr>
<th>Insurer:</th>
<th>Dominion of Canada</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Insured:</td>
<td>Rush Homes Inc. and 2142301 Ontario Inc.</td>
</tr>
<tr>
<td>Coverage:</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Expiry:</td>
<td>December 5, 2012</td>
</tr>
</tbody>
</table>

We have not received the Builder’s Risk Insurance and recommend a copy be forwarded directly to the Lender. We enclosed a copy of the commercial liability coverage in our report no.1 for your records.
EXECUTIVE SUMMARY

Project Budget and Source and Use of Funds

We have calculated an overall reporting budget of $15,426,500. We understand the loan will be divided into Land and Servicing portion and House Construction portion. We understand the Source and Use of Funds to be as follows:

<table>
<thead>
<tr>
<th>Source of Funds - Land and Servicing Loan</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land Loan</td>
<td>$3,375,000</td>
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<tr>
<td>Construction Loan</td>
<td>$2,094,897</td>
</tr>
<tr>
<td>Borrower’s Equity</td>
<td>$618,389</td>
</tr>
<tr>
<td>Total Source of Funds</td>
<td>$6,088,687</td>
</tr>
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</table>

Total Project Budget - Land and Servicing $6,088,687

<table>
<thead>
<tr>
<th>Source of Funds - Revolving Construction Loan</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revolving Construction Loan</td>
<td>$3,410,193</td>
</tr>
</tbody>
</table>

Total Project Budget - Revolving Construction Loan $3,410,193

The Source of Funds for both Servicing and Revolving Construction Loans are proposed and subject to review and approval by the Lender.

We understand the house construction loan will be administered on a revolving basis with a loan amount of $3,410,193 resulting in the total loan amount of $9,598,880.

Diversified Capital Loan Facility
To provide interim financing for the Borrower to refinance current first mortgage and fund the site servicing and construction of thirteen (13) single family residences.

Deposits
We understand the Borrower has received $697,760 in deposits of which has been utilized to pay for construction costs. We understand the Lender requires all deposits to be used as a source of funds for the respective lots before advancing on the loan. We therefore note that Lots 3 and 8 has total deposits $167,902 in excess of work in place.
PROJECT MONITOR'S CERTIFICATE

BORROWER: 2142301 Ontario Inc.  
PROJECT: Hush Homes - Silverthorn Mills  
Advance: # 2  
Date: October 29, 2012

Whereas, O'Keefe and Associates Limited, Diversified Capital's Project Monitor for the Project, hereby certifies the following:

- A site inspection was performed on October 19, 2012.
- Based on the information provided to date, the costs and figures set forth and attached hereto in our Capital Cost Summary reflect the Project costs to date and the current costs-to-complete.
- Additional Important Notes and Comments for the project are attached hereto.
- Based on the valuation of work in place we recommend a total advance of $307,993 for the revolving house construction portion.

This Certificate is made in connection with Advance # 2 under Diversified Capital's loan to 2142301 Ontario Inc. and Diversified Capital, may rely on this Certificate for making the advance.

O'Keefe and Associates Limited

[Signature]

Date: October 29, 2012

We wish to point out that we certified the advance in accordance with the terms of reference provided by the Lender. We are not responsible for any inaccuracies in the budget or report information that have not been properly reported to us by the Borrower or Lender. Furthermore, since we are not considering engineers or architects, we are unable to certify the quality of the construction workmanship. Hence we rely on certificates from the projects consultants to certify compliance of the work completed.
### COST VALUATION

<table>
<thead>
<tr>
<th>Model</th>
<th>Gross</th>
<th>Clamping Date</th>
<th>Parcels/Price</th>
<th>Minimum</th>
<th>Maximum Value</th>
<th>Min. Advance</th>
<th>Sett. Cost WIP</th>
<th>Work in Place</th>
<th>Cumulative</th>
<th>Non-Funded Amount</th>
<th>Advance To Date</th>
<th>Current Advance</th>
<th>Total Advance</th>
<th>Unit</th>
<th>Lot</th>
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<tbody>
<tr>
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### ADVANCE SUMMARY

<table>
<thead>
<tr>
<th>Maintenance Revolving Construction Facility</th>
<th>240,193</th>
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<tr>
<td>Advances to Date - Construction</td>
<td>21,032</td>
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<tr>
<td>Cumulative Holdback</td>
<td>33,482</td>
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<td>Availability</td>
<td>3,086,321</td>
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### CURRENT ADVANCE

<table>
<thead>
<tr>
<th>Date</th>
<th>Holdback Release</th>
<th>Unadvanced Availability (net of holdback)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>2,092,128</td>
</tr>
</tbody>
</table>

**Please Note:** The total work is for both inside and outside work in $1,000,000 of which funding is being approved for outside only due to congestion; however, it must be noted that work is expected on all units (both inside and outside) and if the preliminary site visit is to be completed, the costs should be adjusted accordingly.

*Note: The values listed are approximate and subject to change.*
November 6, 2012

Delivered via ordinary & registered mail

All Parties as set out in Schedule "A"

Dear Sirs:

RE: Diversified Capital Inc. in Trust (the "Lender") mortgage loan to 2142301 Ontario Inc. and 216034 Ontario Inc. (the "Borrowers") guaranteed by Hush Inc., Hush Homes Inc., 2091467 Ontario Inc., SKS Associate Investments Inc., 682193 Ontario Inc., M.N.R. Consulting & Management Inc., Naheed Suleman and Musa Suleman (collectively, the "Guarantors") pursuant to Commitment Letter dated January 7, 2011 and clarified on January 13, 2011 and March 15, 2011 (the "Commitment Letter") on the security of part of Lot 10, Concession 2, West of Hurontario Street, Mississauga, Ontario, PIN Nos. 13213-0541, 13213-1202, 13213-1209, 13213-4249, 13213-4252 and 13213-4255, 13 homes (the "Property")

Our file No. 35190

We are the solicitors for Diversified Capital Inc. in connection with the above noted matter.

As you are aware, the above noted loan has matured and the mortgage is currently in default. Additionally, you have not entered into a Renewal or Extension Agreement; accordingly, our client requires payment of the following:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Balance</td>
<td>$4,595,525.79</td>
</tr>
<tr>
<td>Interest in Arrears</td>
<td>$42,125.65</td>
</tr>
<tr>
<td>Penalty for Non-Payment at Default</td>
<td>$125,376.96</td>
</tr>
<tr>
<td>Unbilled Legal Fees &amp; Disbursements</td>
<td>$3,585.99</td>
</tr>
<tr>
<td>Prior Legal Fees &amp; Disbursements (Invoice 87392)</td>
<td>$2,777.42</td>
</tr>
<tr>
<td>Legal Fees and Disbursements (includes preparation of discharge)</td>
<td>$1,500.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$4,771,865.81</strong></td>
</tr>
</tbody>
</table>

Per Diem: $1,435.73

E & O E

Unless we receive your certified cheque, in the amount of $4,771,865.81, together with the required per diem interest, on or before November 16, 2012, we shall have no alternative but to take all steps necessary in order to protect our client's interest, which shall include, but not be limited to, the commencement of power of sale proceedings, the costs of which are your responsibility, pursuant to the terms of the mortgage.
Funds received after 1:00 p.m. shall be deemed to have been paid and received on the next business day and Diversified Capital Inc. shall be entitled to per diem interest of $1,435.73.

UNCERTIFIED CHEQUES AND PARTIAL PAYMENTS WILL NOT BE ACCEPTED.

Enclosed herein please find a notice served on you pursuant to the Bankruptcy and Insolvency Act.

Please govern yourselves accordingly,

Yours truly,

BAKER SCHNEIDER RUGGIERO LLP

Per: George Ruggiero

lip
Schedule “A”

2142301 Ontario Inc.
93 Skyway Avenue, Suite 109
Toronto, Ontario, M9W 6N6
Attention: Naheel Suleman

2188034 Ontario Inc.
93 Skyway Avenue, Suite 109
Toronto, Ontario, M9W 6N6
Attention: Naheel Suleman

2142301 Ontario Inc.
5761 Historic Trail
Mississauga, Ontario, L5W 1J3
Attention: Naheel Suleman

2188034 Ontario Inc.
5761 Historic Trail
Mississauga, Ontario, L5W 1J3
Attention: Naheel Suleman

Hush Inc.
93 Skyway Avenue, Suite 109
Toronto, Ontario
M9W 6N6

Hush Homes Inc.
93 Skyway Avenue, Suite 109
Toronto, Ontario
M9W 6N6

2081467 Ontario Inc.
93 Skyway Avenue, Suite 109
Toronto, Ontario
M9W 6N6

SKS Associate Investments Inc.
93 Skyway Avenue, Suite 109
Toronto, Ontario
M9W 6N6

682193 Ontario Inc.
93 Skyway Avenue, Suite 109
Toronto, Ontario
M9W 6N6

M.N.R. Consulting & Management Inc.
93 Skyway Avenue, Suite 109
Toronto, Ontario
M9W 6N6

Naheel Suleman
5761 Historic Trail
Mississauga, Ontario
L5W 1J3

Musa Suleman
5761 Historic Trail
Mississauga, Ontario
L5W 1J3
FORM 115
Notice of Intention to Enforce Security
(Subsection 244(1) Bankruptcy and Insolvency Act)

TO:
2142301 Ontario Inc., an insolvent corporation
2166034 Ontario Inc., an insolvent corporation
Hush Inc., an insolvent corporation
Hush Homes Inc., an insolvent corporation
2091487 Ontario Inc., an insolvent corporation
SKS Associate Investments Inc., an insolvent corporation
682193 Ontario Inc., an insolvent corporation
M.N.R. Consulting & Management Inc., an insolvent corporation
Naheel Suleman, an insolvent person
Musa Suleman, an insolvent person

Take notice that:

Diversified Capital Inc., the secured creditor, intends to enforce its security on the property of the insolvent corporation described below:

Part of Lot 10, Concession 2, West of Hurontario Street, Mississauga, Ontario, PIN Nos.
13213-0941, 13213-1202, 13213-1209, 13213-4248, 13213-4252 and 13213-4255

and any other property secured by their security.

The security that is to be enforced is in the form of Mortgage/Charge, Assignment of
Rents and other Security documents.

The total amount of indebtedness secured by the security is $4,770,395.81

The secured creditor will not have the right to enforce the security until after the expiry
of the 10-day period following the sending of this notice, unless the insolvent corporations
or insolvent persons consent to an earlier enforcement.

DATED AT TORONTO THIS 6th day of November, 2012

Issued by:
Diversified Capital Inc.
BY ITS SOLICITORS,
BAKER SCHNEIDER RUGGIERO LLP
Barristers & Solicitors
Suite 1000
120 Adelaide Street West
Toronto, Ontario
M5H 3V1
(416) 363-2211
Attention: George N. Ruggiero

Per: [Signature]

George N. Ruggiero

This Notice is a required document under the Bankruptcy & Insolvency Act ("Act"). The use
of the word "insolvent" is prescribed by the Act but nothing herein shall be deemed to imply that
any person to whom this Notice is delivered is, in fact, insolvent.
STATUTORY DECLARATION AS TO SERVICE OF NOTICE OF SALE UNDER CHARGE

IN THE MATTER OF TITLE TO PIN 13383 - 0563 LT - PT LTS 3 & 4, RGE 5 NDS(TOR.TWP.) DES PT 1 43R31060 CITY OF MISSISSAUGA; PIN 13383 -0022 LT LT 1, PL 466 EXCEPT PT 1, 43R16765 CITY OF MISSISSAUGA; PIN 13383 - 0023 LT 2, PL 466 CITY OF MISSISSAUGA

AND IN THE MATTER of a sale thereof under the power of sale contained in a certain Charge which was registered on September 28, 2011 in the Land Registry Office for the Land Titles Division of Peel (No. 43) as Instrument No.: PR2081695.

I, MATTHEW MILLER, of the City of Toronto, make oath and say as follows:

1. I am a Law Clerk in the law firm of SCHNEIDER RUGGIERO LLP; Solicitors for the Mortgagee herein and as such have knowledge of the matters hereinafter deposed to.

2. I did on May 7, 2013 serve by prepaid registered mail:

   a) 2122763 Ontario Inc.
   b) 2142301 Ontario Inc.
   c) 2189034 Ontario Inc.
   d) Hush Inc.
   e) Hush Homes Inc.
   f) 2091487 Ontario Inc.
   g) SKS Associate Investments Inc.
   h) 692193 Ontario Inc.
   i) M.N.R. Consulting & Management Inc.
   j) Naheel Sulaman
   k) Musa Suleman
   l) 2096553 Ontario Inc.
   m) 1170359 Ontario Inc.
   n) Zaherall Visram
   o) Diversified Capital Inc.
   p) Zaherall Visram
   q) 2156607 Ontario Inc.
   r) Elgin Creek Development Corp.

   with the Notice of Sale under Charge/Mortgage at the addresses noted in the Notice of Sale annexed hereto and marked Exhibit "A" in accordance with Section 33 of the Mortgages Act.

3. The original certificate of Post Office Registration in support thereof is attached hereto and marked as Exhibit "B".

AND I make this solemn Declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

SEVERALLY DECLARED before me at the City of Toronto, in the Province of Ontario, this 8th day of May, 2013.

[Signature]
[Commissioner for Oaths, etc.]

[Signature]
Matthew Miller
NOTICE OF SALE UNDER MORTGAGE

TO: See Schedule "A" attached

TAKE NOTICE that default has been made in payment of the moneys due under a certain mortgage made between

DIVERSIFIED CAPITAL INC.

and

2122763 ONTARIO INC.

upon the following property, namely:

PIN 13383 - 0563 LT - PT LTS 3 & 4, RGE 5 NDS (TOR.TWP.) DES PT 1 43R31060 CITY OF MISSISSAUGA.

PIN 13383 - 0022 LT LT 1, PL498 EXCEPT PT 1, 43R16785 CITY OF MISSISSAUGA

PIN 13383 - 0023 LT 2, PL 496 CITY OF MISSISSAUGA

which mortgage was registered on September 28, 2011, in the Land Registry Office for the Land Titles Division of Peel (No. 43) as Instrument No. P/R2081695

And we hereby give you notice that the amount due on the mortgage for principal money, interest and costs, respectively, is $7,725,751.96 made up as follows:

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<tr>
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<td>Principal Balance Increase</td>
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<tr>
<td>Late Interest to May 7, 2013</td>
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<td>O/S Renewal Fee</td>
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<td>Appraisal Costs</td>
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Total $7,725,751.96

(such amount for costs being up to and including the service of this notice only, and thereafter such further costs and disbursements will be charged as may be proper), together with interest at the rate of 11% per cent per annum, on the principal, interest and costs hereinbefore mentioned, from May 7, 2013 to the date of payment.

AND unless the said sums are paid on or before June 13, 2013, we 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 May 7, 2013.

DIVERSIFIED CAPITAL INC. Mortgagee
by its solicitors
BAKER SCHNEIDER RUGGIERO LLP
Barristers & Solicitors,
120 Adelaide Street, West
Suite 1000
Toronto, Ontario M5H 3V1
Phone No. 416-363-2211

Per:

Contact: Lilia Pereira, Law Clerk

(fl)

(File #35230)

This is Exhibit "A" referred to in this document.

Sworn before me, this day of , 2013.

A COMMISSIONED FOR TAKING AFFIDAVITS
Schedule "A"

2122763 Ontario Inc.
93 Skyway Avenue, Suite 108
Toronto, Ontario, M9W 6N6
Attention: Naheel Suleman

2142301 Ontario Inc.
6761 Historic Trail
Mississauga, Ontario, L5W 1J3
Attention: Naheel Suleman

2142301 Ontario Inc.
93 Skyway Avenue, Suite 108
Toronto, Ontario, M9W 6N6
Attention: Naheel Suleman

2188034 Ontario Inc.
6761 Historic Trail
Mississauga, Ontario, L5W 1J3
Attention: Naheel Suleman

2188034 Ontario Inc.
93 Skyway Avenue, Suite 108
Toronto, Ontario, M9W 6N6
Attention: Naheel Suleman

Hush Inc.
93 Skyway Avenue, Suite 108
Toronto, Ontario, M9W 6N6

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

Hush Inc.
75 International Blvd., Suite 101
Toronto, Ontario, M9W 6L9

Hush Homes Inc.
93 Skyway Avenue, Suite 108
Toronto, Ontario, M9W 6N6

Hush Homes Inc.
75 International Blvd., Suite 400
Toronto, Ontario, M9W 6L9

Hush Homes Inc.
75 International Blvd., Suite 101
Toronto, Ontario, M9W 6L9

2091467 Ontario Inc.
93 Skyway Avenue, Suite 108
Toronto, Ontario, M9W 6N6

2091467 Ontario Inc.
75 International Blvd., Suite 101
Toronto, Ontario, M9W 6L9

S.K.S. Associate Investments Inc.
93 Skyway Avenue, Suite 108
Toronto, Ontario, M9W 6N6

S.K.S. Associate Investments Inc.
1754 Chalkdene Grove
Mississauga, Ontario, L4W 2C3

682193 Ontario Inc.
93 Skyway Avenue, Suite 108
Toronto, Ontario, M9W 6N6

682193 Ontario Inc.
1754 Chalkdene Grove
Mississauga, Ontario, L4W 2C3
M.N.R. Consulting & Management Inc.
93 Skyway Avenue, Suite 109
Toronto, Ontario, M9W 6N6

M.N.R. Consulting & Management Inc.
1754 Chalkdene Grove
Mississauga, Ontario, L4W 2C3

Naheel Suleman
6761 Historic Trail
Mississauga, Ontario, L5W 1J3

Naheel Suleman
1754 Chalkdene Grove
Mississauga, Ontario, L4W 2C3

Musa Suleman
6761 Historic Trail
Mississauga, Ontario, L5W 1J3

Musa Suleman
1754 Chalkdene Grove
Mississauga, Ontario, L4W 2C3

2096553 Ontario Inc.
93 Skyway Avenue, Suite 109
Toronto, Ontario, M9W 6N6

1170359 Ontario Inc.
93 Skyway Avenue, Suite 108
Toronto, Ontario, M9W 6N6

1170359 Ontario Inc.
25 International Blvd., 1st Floor, Suite 101
Toronto, Ontario, M9W 6L9

1170359 Ontario Inc.
1754 Chalkdene Grove
Mississauga, Ontario, L4W 2C3

1170359 Ontario Inc.
6761 Historic Trail
Mississauga, Ontario, L5W 1J3

2122763 Ontario Inc.
93 Skyway Avenue, Suite 109
Toronto, Ontario, M9W 6N6

Attention: Naheel Suleman

Hush Inc.
93 Skyway Avenue, Suite 109
Toronto, Ontario, M9W 6N6

Hush Homes Inc.
93 Skyway Avenue, Suite 109
Toronto, Ontario, M9W 6N6

2091467 Ontario Inc.
93 Skyway Avenue, Suite 109
Toronto, Ontario, M9W 6N6

S.K.S. Associate Investments Inc.
93 Skyway Avenue, Suite 109
Toronto, Ontario, M9W 6N6

682193 Ontario Inc.
93 Skyway Avenue, Suite 109
Toronto, Ontario, M9W 6N6

M.N.R. Consulting & Management Inc.
93 Skyway Avenue, Suite 109
Toronto, Ontario, M9W 6N6

2096553 Ontario Inc.
93 Skyway Avenue, Suite 109
Toronto, Ontario, M9W 6N6
1176359 Ontario Inc.
93 Skyway Avenue, Suite 109
Toronto, Ontario, M9W 6N6

Naheel Suleman
6161 Historic Trail
Mississauga, Ontario, L5W 1J3

Musa Suleman
1754 Chalkdene Grove
Mississauga, Ontario, L4W 2C3

Zaher Ali Visram
7 Laredo Court
North York, Ontario, M2M 4H7
Re: Instrument No. PR2081830

2122763 Ontario Inc.
93 Skyway Avenue, Unit 108
Etobicoke, Ontario, M9W 6N6

Zaher Ali Visram
7 Laredo Court
North York, Ontario, M2M 4H7
Re: Instrument No. PR2227805

Zaher Ali Visram
7 Laredo Court
North York, Ontario, M2M 4H7
Re: Instrument No. PR2250455

2122763 Ontario Inc.
75 International Blvd. Suite 400
Toronto, Ontario, M9W 6L9
Attention: Naheel Suleman

Diversified Capital Inc.
65 Front Street West
Suite 416, Box 101 Toronto, Ontario, M5J 1E6

Zaher Ali Visram
7 Laredo Court
North York, Ontario, M2M 4H7
Re: Instrument No. PR2256453

Zaher Ali Visram
7 Laredo Court
North York, Ontario, M2M 4H7
Re: Instrument No. PR2256454

2122763 Ontario Inc.
c/o Keyser Mason Ball LLP
Baristes and Solicitors, 1500 Four Robert Speck Pkwy., Mississauga, Ontario, L4Z 1S1
Attention: Charles P. Stobie

2168807 Ontario Inc.
556 Edward Avenue
Richmond Hill, Ontario, L4C 9Y5

Elgin Creek Development Corp.
323 Smith Street
Brighton, Ontario, K0K 1H0
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<td>120 Adelaide Street West</td>
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<td>1000, Toronto, ON M5H 3V1</td>
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Fragile and perishable articles are not indemnified against damage.

Indemnity and REGISTRATION FEES information is available on request at the Post Office.

R 2122763 Ontario Inc.
93 Skyway Avenue, Suite 108
Toronto, Ontario, M9W 6N6, Attention: Naheel Suleman

R 2142301 Ontario Inc.
6761 Historic Trail
Mississauga, Ontario, L5W 1J3, Attention: Naheel Suleman

R 2142301 Ontario Inc.
93 Skyway Avenue, Suite 108
Toronto, Ontario, M9W 6N6, Attention: Naheel Suleman

R 2186034 Ontario Inc.
6761 Historic Trail
Mississauga, Ontario, L5W 1J3
Attention: Naheel Suleman

R 2186034 Ontario Inc.
93 Skyway Avenue, Suite 108
Toronto, Ontario, M9W 6N6
Attention: Naheel Suleman

R Hush Inc.
93 Skyway Avenue, Suite 108
Toronto, Ontario, M9W 6N6

R Hush Inc.
75 International Blvd., Suite 400
Toronto, Ontario, M9W 6L9

R Hush Inc.
75 International Blvd., Suite 101
Toronto, Ontario, M9W 6L9

R Hush Homes Inc.
93 Skyway Avenue, Suite 108
Toronto, Ontario, M9W 6N5

R Hush Homes Inc.
75 International Blvd., Suite 400
Toronto, Ontario, M9W 6L9

R Hush Homes Inc.
75 International Blvd., Suite 101
Toronto, Ontario, M9W 6L9

R 2091467 Ontario Inc.
93 Skyway Avenue, Suite 108
Toronto, Ontario, M9W 6N6

R 2091467 Ontario Inc.
75 International Blvd., Suite 101
Toronto, Ontario, M9W 6L9

R SKS Associate Investments Inc.
93 Skyway Avenue, Suite 108
Toronto, Ontario, M9W 6N6

R SKS Associate Investments Inc.
1754 Chalkdene Grove
Mississauga, Ontario, L4W 2C3
| RW 729 794 782 CA | 682193 Ontario Inc.  
93 Skyway Avenue, Suite 108  
Toronto, Ontario, M9W 6N6 |
| RW 729 794 270 CA | 692193 Ontario Inc.  
1754 Chalkdene Grove  
Mississauga, Ontario, L4W 2C3 |
| RW 729 794 287 CA | M.N.R. Consulting & Management Inc.  
93 Skyway Avenue, Suite 106  
Toronto, Ontario, M9W 6N6 |
| RW 729 794 310 CA | M.N.R. Consulting & Management Inc.  
1754 Chalkdene Grove  
Mississauga, Ontario, L4W 2C3 |
| RW 729 794 337 CA | Naheel Suleman  
6761 Historic Trail  
Mississauga, Ontario, L5W 1J3 |
| RW 729 794 354 CA | Naheel Suleman  
1754 Chalkdene Grove  
Mississauga, Ontario, L4W 2C3 |
| RW 729 794 371 CA | Musa Suleman  
6761 Historic Trail  
Mississauga, Ontario, L5W 1J3 |
| RW 729 794 399 CA | Musa Suleman  
1754 Chalkdene Grove  
Mississauga, Ontario, L4W 2C3 |
| RW 729 794 411 CA | 2086553 Ontario Inc.  
93 Skyway Avenue, Suite 108  
Toronto, Ontario, M9W 6N6 |
| RW 729 794 439 CA | 1170359 Ontario Inc.  
93 Skyway Avenue, Suite 108  
Toronto, Ontario, M9W 6N6 |
| RW 729 794 456 CA | 1170359 Ontario Inc.  
75 International Blvd., 1st Floor, Suite 101  
Toronto, Ontario, M9W 6L9 |
| RW 729 794 473 CA | 1170359 Ontario Inc.  
1754 Chalkdene Grove  
Mississauga, Ontario, L4W 2C3 |
| RW 729 794 495 CA | 1170359 Ontario Inc.  
6761 Historic Trail  
Mississauga, Ontario, L5W 1J3 |
| RW 729 794 513 CA | 2122763 Ontario Inc.  
93 Skyway Avenue, Suite 109  
Toronto, Ontario, M9W 6N6, Attention: Naheel Suleman |
| RW 729 794 536 CA | Hush Inc.  
93 Skyway Avenue, Suite 109  
Toronto, Ontario, M9W 6N6 |
| RW 729 794 558 CA | Hush Homes Inc.  
93 Skyway Avenue, Suite 109  
Toronto, Ontario, M9W 6N6 |
| RW 729 794 575 CA | 2081467 Ontario Inc.  
93 Skyway Avenue, Suite 109  
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93 Skyway Avenue, Suite 109  
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93 Skyway Avenue, Suite 109  
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93 Skyway Avenue, Suite 109  
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93 Skyway Avenue, Suite 109  
Toronto, Ontario, M9W 6N6 |
| RW 729 794 345 CA | Naheel Suleman  
8161 Historic Trail  
Mississauga, Ontario, L5W 1J3 |
| RW 729 794 368 CA | Musa Suleman  
1754 Chalkdene Grove  
Mississauga, Ontario, L4W 2C3 |
| RW 729 794 385 CA | Zaher Ali Visram  
7 Laredo Court  
North York, Ontario, M2M 4H7  
Re: Instrument No. PR2081830 |
| RW 729 794 408 CA | 2122763 Ontario Inc.  
93 Skyway Avenue, Unit 108  
Etobicoke, Ontario, M9W 6N6 |
| RW 729 794 425 CA | Zaher Ali Visram  
7 Laredo Court  
North York, Ontario, M2M 4H7  
Re: Instrument No. PR2227865 |
| RW 729 794 442 CA | Zaher Ali Visram  
7 Laredo Court  
North York, Ontario, M2M 4H7  
Re: Instrument No. PR2250455 |
| RW 729 794 460 CA | 2122763 Ontario Inc.  
75 International Blvd, Suite 400  
Toronto, Ontario, M9W 6L9  
Attention: Naheel Suleman |
| RW 729 794 467 CA | Diversified Capital Inc.  
65 Front Street West  
Suite 416, Box 101  
Toronto, Ontario, M5J 1E6 |
| RW 729 794 500 CA | Zaher Ali Visram  
7 Laredo Court  
North York, Ontario, M2M 4H7  
Re: Instrument No. PR2256453 |
| RW 729 794 527 CA | Zaher Ali Visram  
7 Laredo Court  
North York, Ontario, M2M 4H7  
Re: Instrument No. PR2256454 |
| RW 729 794 544 CA | 2122763 Ontario Inc.  
O/C Keyser Mason Ball LLP  
Barristers and Solicitors  
1600 Four Robert Speck Pkwy, Mississauga, Ontario, L4Z 1S1  
Attention: Charles P. Stoble |
| RW 729 794 561 CA | 2168607 Ontario Inc.  
555 Edward Avenue  
Richmond Hill, Ontario, L4C 9Y5 |
| RW 729 794 689 CA | Elgin Creek Development Corp.  
323 Smith Street  
Brighton, Ontario, K0K 1H0 |
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Note: Adjoining properties should be investigated to ascertain descriptive inconsistencies. If any, with description represented for this property. Ensure that your printout states the total number of pages and that you have picked them all up.
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NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES. IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY. ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.
** PROPERTY DESCRIPTION: **
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** PROPERTY REGISTRATION:**
RECENTLY:
SUBDIVISION FROM 24770-0123

** NEW CERTIFICATION DATE:**
2012/02/14

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Note: Numbering properties should be investigated to ascertain descriptive inconsistencies, if any, with description represented for this property. Please ensure that your printout states the total number of pages and that you have picked them all up.
**PROPERTY DESCRIPTION:**
LOT 7, PLAN 3051120 7/4 AN UNDIVIDED COMMON INTEREST IN HALTON CONDOMINIUMS CONDOMINIUM CORPORATION NO. 622; SUBJECT TO AN EASEMENT IN GROSS AS IN HR866469; SUBJECT TO AN EASEMENT IN GROSS AS IN HR866471; SUBJECT TO AN EASEMENT IN GROSS AS IN HR866474; SUBJECT TO AN EASEMENT IN GROSS AS IN HR866478; TOWN OF OAKVILLE.

**PROPERTY REMARKS:**
FOR ADDITIONAL ENCUMBRANCES THE PIN FOR HALTON CONDOMINIUMS CONDOMINIUM PLAN NO. 622 IN BLOCK 35524 MUST BE EXAMINED.

**RECENT:**
SUBDIVISION FROM 24770-0123

**PIN CREATION DATE:**
2012/03/16

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**NOTE:**
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NOTE: ADJUSTING PROPERTIES SHOULD BE INVESTIGATED TO ASSESS DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTIONS REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PIED THEM ALL UP.
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NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES. IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.
**PROPERTY DESCRIPTION:**
LOT 11, PLAN 2041555 TO AN UNDIVIDED COMMON INTEREST IN HALTON COMMON ELEMENTS CONDOMINIUM CORPORATION No. 622; SUBJECT TO AN EASEMENT IN GROSS AS IN HR964468; SUBJECT TO AN EASEMENT IN GROSS AS IN HR964471; SUBJECT TO AN EASEMENT IN GROSS AS IN HR964477; SUBJECT TO AN EASEMENT AS IN HR964479; TOWN OF GANIVILLE

**PROPERTY REMARKS:**
FOR ADDITIONAL REMARKS THE PLOUGH FOR HALTON COMMON ELEMENTS CONDOMINIUM PLAN No. 622 IN BLOCK 29524 MUST BE EXAMINED.

**RECENTLY:**
SUBDIVISION FROM 2470-01-23

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*NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.*
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**NOTE:** ENSURE THAT YOUR PAINTOUT STATED THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.
**PROPERTY DESCRIPTION:**
LOT 12, PLAN 264125 T/W AN UNDIVIDED COMMON INTEREST IN DALTON COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 622; SUBJECT TO AN EASEMENT IN GROSS AS IN HR86460; SUBJECT TO AN EASEMENT IN GROSS AS IN HR86471, SUBJECT TO AN EASEMENT IN GROSS AS IN HR86477; SUBJECT TO AN EASEMENT IN GROSS AS IN HR86474; TOWN OF OAKVILLE

**PROPERTY REMARKS:**
For additional encumbrances the PIN for DALTON COMMON ELEMENTS CONDOMINIUM PLAN NO. 622 IN BLOCK 29834 MUST BE EXAMINED.

**ENTRY DATE:**
2012/02/16

**CREATION DATE:**
2012/02/16

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Note: Adjacent properties should be investigated to ascertain descriptive inconsistencies. If any, with description represented for this property.

Note: Ensure that your printout states the total number of pages and that you have picked them all up.
**PROPERTY DESCRIPTION:**
LOT 14, PLAN 266109 T/H AN UNDIVIDED COMMON INTEREST IN MAJOR COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 622; SUBJECT TO AN EASEMENT IN GROSS AS IN ER386468; SUBJECT TO AN EASEMENT IN GROSS AS IN ER386471; SUBJECT TO AN EASEMENT IN GROSS AS IN ER386477; SUBJECT TO AN EASEMENT AS IN ER116798; TOWN OF OAKVILLE.

**PROPERTY ENGRAFT:**
FOR ADDITIONAL ENCUMBRANCES THE PIN FOR MAJOR COMMON ELEMENTS CONDOMINIUM PLAN NO. 622 IN BLOCK 25924 MUST BE EXAMINED.

**REG. NO.** | **DATE** | **INSTRUMENT TYPE** | **AMOUNT** | **PARTIES FROM** | **PARTIES TO** | **CERT/CHD**
---|---|---|---|---|---|---
**RESEAL**
SUBDIVISION FROM 24786-0123
CAPACITY SHARE

**REMARKS:**
Includes all document types (deleted instruments not included).
Subject to Subsection 46(1) of the Land Titles Act, except Paragraphs 2 and 14 and *
**
Provincial succession duties and except Paragraph 11 and encumbrances or forfeiture.**

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

*Note: Ensure that your printout states the total number of pages and that you have picked them all up.*
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**NOTE:** REMARKING PROPERTIES SHOULD BE INVESTIGATED TO ASSURE DESIRABLE DESCRIPTION CONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

**NOTE:** ENSURE THAT YOUR PRINTOUT SHOWS THE TOTAL NUMBER OF PARTIES AND THAT YOU HAVE PICKED THEM ALL UP.
EXHIBIT “N”
From: Mike Case  
Sent: Friday, February 27, 2015 3:37 PM  
To: Naheel HUSH  
Subject: FW: Silverthorn Discharge Statement

Mike

Attached is the last Diversified payout statement as requested.

The email below indicates that Diversified is not discharging both its mortgages on Silverthorn.

Naveed is under the impression that Diversified is discharging both so that his client’s mortgage will be second and third behind a first to MZG. Is this the case? If so why does George refer to a postponement as opposed to two discharges?

Regards

Chuck

From: George Ruggiero  
Sent: Monday, June 03, 2013 7:43 AM  
To: Charles Stobie  
Cc: Diversifiedcms@aol.com  
Subject: FW: Silverthorn Discharge Statement

Without Prejudice

Good morning Chuck.

Enclosed herewith please find my client’s mortgage discharge statement with respect to its Silverthorn mortgage.

I understand that your client expects to be in a position to fund the payout today. In exchange for the payment by your client of a certified cheque for $4.5 million to Diversified Capital Inc., and an Acknowledgement that the balance of monies as shown on the statement remains owing by your client and is secured by our client’s mortgage on the Thorny Brae property, we will provide:
i) A postponement of Diversified mortgage registered as PR1893802 in favour of MarshallZehr Group.

ii) A discharge of Diversified mortgage registered as PR1990238.

Please contact me upon receipt to finalize closing arrangements.

Thank you.

George Ruggiero
Managing Partner

SRLaw
1000-120 Adelaide Street West
Toronto, ON M5H 3V1
Telephone No. 416-363-2211 ext 215
Toll Free: 1-800-268-2111
Fax No. 416-363-0645
Email: GRuggiero@srlawpractice.com
Website: www.srlawpractice.com

The information contained in this message may be privileged and confidential and subject to copyright. If you have received this transmission in error, please notify us by reply email and delete the email and all copies (electronic or otherwise) immediately. Please advise immediately if you or your employer does not consent to e-mail messages of this kind. Opinions, conclusions or other information in this message that does not relate to the official business of my firm shall be understood as neither given nor endorsed.

From: diversifiedcms@aol.com
Sent: May 30, 2013 9:29 AM
To: George Ruggiero
Cc: diversifiedcms@aol.com
Subject: Silverthorn Discharge Statement

George:

Please find attached the above noted.

Recollect that we had provided an increase in the charge at ThoryB for $1.4. Which is in effect being drawn down by the deferred amt (ie the deficiency) in the payout at at Silverthorn. This number may ultimately change up or down somewhat, but we will commence with the attached.

If you provide the postponement and discharge I will execute and resend back to you.

Thanks
Diversified Capital Inc.
Discharge Statement as at June 1, 2013 : Hush - Silverthorn Mill Project

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PLUS - AS PER NOTICE OF SALE DOCUMENT

| Add: Interest in Arrears to Dec 11, 2013 Dec 11 2013 to Dec 31 2013 (20 days) Jan-01 | $ 92,376.20 |
| Add: $ 42,125.65 | $ 42,125.65 | $ 42,125.65 |
| Add: Apr-01 $ 47,104.59 | May-01 $ 47,104.59 | Jun-01 $ 47,104.59 |
| Add: Penalty for Non Payment | $ 126,376.96 |
| Add: Unbilled Legal Fees | $ 3,589.99 |
| Add: Prior Legal Fees | $ 9,296.22 |
| Add: Costs | $ 4,294.00 |
| Total Discharge Amount | $ 503,524.09 |
| $ 5,099,049.88 |

Per Diem
$ 1,536.70

E.&O.E.

Deferred to Thorny Brae

$ 5,099,049.88
$ 4,500,000.00
$ 599,049.88
EXHIBIT “O”
Acknowledgment

Re: Diversified Capital Inc. ("Diversified") mortgage loan to 2142301 Ontario Inc. ("214"), mortgage registered as instrument number PR1990238 (the "Silverthorn First Mortgage") and Diversified Capital Inc. mortgage loan to 2142301 Ontario Inc., mortgage loan to 2142301 Ontario Inc. registered as instrument number PR1893302 (the "Silverthorn Second Mortgage") against lots 3, 4, 5, 6, 7, 8, 9, 10, 11, Plan 43M-1843, Mississauga (the "Silverthorn Property")

We the undersigned acknowledge and agree that we have received the mortgage statement from Diversified Capital Inc. setting out the current principal balance owing under the First Mortgage (the "Diversified First Mortgage Statement") and we acknowledge and agree that same accurately sets forth the amount outstanding thereunder.

In consideration for the sum of two dollars and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the undersigned, we do hereby acknowledge that although Diversified has agreed to provide a discharge of the Silverthorn First Mortgage in exchange for the sum of $4,500,000, the balance of monies set out in the Diversified First Mortgage Statement remain due and owing and shall be secured by the charge registered as instrument number PR2081695 (the "Diversified Thorny Brae Mortgage") against those lands and premises known as 1745, 1765 and 1775 Thorny Brae Place, Mississauga (the "Thorny Brae Property") and it is understood and agreed that in no event shall Diversified be obligated to provide a discharge of the Diversified Thorny Brae Mortgage until such time as the residual monies owing under the Diversified First Mortgage together with interest and costs are paid in full.

In consideration for the sum of two dollars and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the undersigned, we do hereby acknowledge that all sums of money currently owing to Diversified under the Silverthorn Second Mortgage shall be secured by the charge registered in favour of Zaherali Visram as instrument number PR2081830 (the "Visram Thorny Brae Second Mortgage") and shall be secured by the charge registered in favour of Zaherali Visram as instrument number PR2250455 (the "Visram Thorny Brae Third Mortgage") both of which mortgages have been transferred to Diversified and it is specifically understood and agreed that in no event shall 2122763 Ontario Inc. be entitled to obtain a discharge of the Visram Thorny Brae Second Mortgage or the Visram Thorny Brae Third Mortgage from Diversified unless all monies owing under the Silverthorn Second Mortgage together with interest and costs are paid in full.

Dated this 4th day of June, 2013

2122763 Ontario Inc.

Authorized Signing Officer
EXHIBIT “P”
Acknowledgment

Riv:  Diversified Capital Inc. ("Diversified") mortgage loan to 2142301 Ontario Inc. ("214"), mortgage registered as instrument number PR1900235 (the "Silverthorn First Mortgage") and Diversified Capital Inc. mortgage loan to 2142301 Ontario Inc., mortgage loan to 2142301 Ontario Inc. registered as instrument number PR1868802 (the "Silverthorn Second Mortgage") against lots 3, 4, 5, 6, 7, 8, 9, 10, 11, Plan 43M-1643, Mississauga (the "Silverthorn Property")

We the undersigned acknowledge and agree that we have received the mortgage statement from Diversified Capital Inc. setting out the current principal balance owing under the First Mortgage (the "Diversified First Mortgage Statement") and we acknowledge and agree that same accurately sets forth the amount outstanding thereunder.

In consideration for the sum of two dollars and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the undersigned, we do hereby acknowledge that although Diversified has agreed to provide a discharge of the Silverthorn First Mortgage in exchange for the sum of $4,500,000, the balance of monies set out in the Diversified First Mortgage Statement remain due and owing and shall be secured by the charge registered as instrument number PR2081896 (the "Diversified Thorny Brae Mortgage") against those lands and premises known as 1745, 1765 and 1775 Thorny Brae Place, Mississauga (the "Thorny Brae Property") and it is understood and agreed that in no event shall Diversified be obligated to provide a discharge of the Diversified Thorny Brae Mortgage until such time as the residual monies owing under the Diversified First Mortgage together with interest and costs are paid in full.

In consideration for the sum of two dollars and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the undersigned, we do hereby acknowledge that all sums of money currently owing to Diversified under the Silverthorn Second Mortgage shall be secured by the charge registered in favour of Zaharali Varam as instrument number PR2081880 (the "Varam Thorny Brae Second Mortgage") and shall be secured by the charge registered in favour of Zaharali Varam as instrument number PR2250458 (the "Varam Thorny Brae Third Mortgage") both of which mortgages have been transferred to Diversified and it is specifically understood and agreed that in no event shall 2122783 Ontario Inc. be entitled to obtain a discharge of the Varam Thorny Brae Second Mortgage or the Varam Thorny Brae Third Mortgage from Diversified unless all monies owing under the Silverthorn Second Mortgage together with interest and costs are paid in full.

We do hereby further acknowledge and agree that the sum of $450,000 previously advanced on or about June 4, 2013 and the additional sum of $260,000 to be advanced by Diversified today are secured by the Varam Thorny Brae Second Mortgage and the Varam Thorny Brae Third Mortgages now transferred and the name of Diversified.

Dated this 24th day of June, 2013
2122783 Ontario Inc
Authorized Signing Officer
2142301 Ontario Inc
Authorized Signing Officer
Naheem Suleman
2189034 Ontario Inc
Authorized Signing Officer
Musa Suleman
EXHIBIT “Q”
Undertaking

To: Diversified Capital Inc. ("Diversified")

And To: Schneider Ruggiero, its solicitors herein

Re: Diversified Capital Inc. mortgage advance to 21 22733 Ontario Inc. ("212"), 1795, 1796 and 1798 Thorny Brae Place, Mississauga, (the "Thorny Brae Property")

In consideration of the sum of two dollars and for other good and valuable consideration, the receipt and sufficiency of which is by all parties below expressly acknowledged, we the undersigned undertake and agree as follows:

To provide and register a postponement from the mortgagees currently holding a fourth and fifth mortgage on the Thorny Brae Property to the 6th mortgage in favour of Diversified currently registered on the Thorny Brae Property.

To provide a restriction to Diversified and Schneider Ruggiero LLP to authorize Diversified to pay the legal fees of Schneider Ruggiero LLP and all fees owing to Diversified from the mortgage advance being made by Diversified to 212.

It is understood and agreed that same shall be provided within 7 days of the date of this undertaking failing which 212 shall be deemed in default and without limitation Diversified shall be entitled to take all enforcement actions authorized by law.

Said this 1st day of June, 2013

[Signature]

Authorized Signing Officer

[Signature]

[Signature]

Musa Suleman
EXHIBIT "R"
From: Russ Giannotta [mailto:diversifiedcmo@aol.com]
Sent: Thursday, July 18, 2013 8:36 PM
To: Naheel HUSH
Subject: Fwd: Diversified File 34685

Please see attached

Russ Giannotta C.A.
Diversified Capital Inc.

<Disharge_of_Charge_July_18_2013.pdf>
Proper/Gas

PIN 13385 - 0022 LT Interest/Share Payable
Description CT & PL 408, EXCEPT PT 1, 49101976; CITY OF MISSISSAUGA
Address 1795 THURLOE BRIDGE DRIVE MISSISSAUGA

PIN 13385 - 0023 LT Interest/Share Payable
Description CT & PL 408; CITY OF MISSISSAUGA
Address 1795 THURLOE BRIDGE DRIVE MISSISSAUGA

PIN 13385 - 0024 LT Interest/Share Payable
Description PT 276, 3-6, 49101976; BLK 2, DEPT 1, 49101976; CITY OF MISSISSAUGA
Address 1795 THURLOE BRIDGE DRIVE MISSISSAUGA

Charger(s)

The chargers hereby charges the land to the charger(s). The charger(s) acknowledges the receipt of the charge and the standard charge terms, any.

Name SUNTHROUGH INC.
Address for Service 70 International Blvd., Suite 450
Toronto, ON M9W 6L8

I, Nathal Frain, have the authority to bind the corporation. This acknowledgment is not authorized under Power of Attorney by this party.

Charger(s) Capacity Share

Name ELGIN GREEN DEVELOPMENT CORP.
Address for Service 522 Smith St.
Brighton, ON N0K 1H0

Provisions

Principal $1,300,000.00 Currency CDN
Calculation Period Monthly, not subject
Basic Due Date On Demand
Interest Rate 19% per annum
Payment Interest Adjustment Date
Payment Date First Payment Date
Last Payment Date
Maturity Charge Amount 20000
Interest Amount Y/N: n
Guarantor

Additional Provisions

This charge is for security for all amounts owed by the Charger to the Charges.

Signed By

Robert Michael Lui
49 King Street West, Suite 2100
Toronto, Ont.

Signed 10/13/04 10

Tel 416-860-1500
Fax 416-960-6070

I have the authority to sign and register the document on behalf of the Charger(s).
File/Transit Payment

Total Total

$60.00 $60.00

File Number

Chapter 283 File Number: 44985-1
ACKNOWLEDGEMENT AND DIRECTION

TO: George Ruggiero
(Inset lawyer's name)

AND TO: SCHNEIDER RUGGIERO LLP
(Inset firm name)

RE: Positionment to Diversified Charge PR2381930
(Inset brief description of transaction)

This will confirm that:

- We have reviewed the information set out in this Acknowledgement and Direction and in the documents described below (the "Documents"), and that this information is accurate;
- You, your agent or employees are authorized and directed to sign, deliver, and/or register electronically, on your behalf the Documents in the form attached;
- You are hereby authorized and directed to enter into an escrow closing arrangement substantially in the form attached hereto being a copy of the version of the Document Registration Agreement, which appears on the website of the Law Society of Upper Canada as of the date of the Agreement of Purchase and Sale hereto. We hereby acknowledge that said Agreement has been reviewed by us and that we shall be bound by its terms;
- The effect of the Documents is fully explained to us, and we understand that we are parties to and bound by the terms and provisions of the Documents to the same extent as if we had signed them;
- We are in fact the parties named in the Documents and we have not misrepresented our identities to you.
- I, ________________________________, am the spouse of ________________________________, the (Transferee/Chargor), and hereby consent to the transaction described in the Acknowledgement and Direction. I authorize you to indicate my consent on all the Documents for which it is required.

DESCRIPTION OF ELECTRONIC DOCUMENTS

The Document(s) described in the Acknowledgement and Direction are the document(s) selected below which are attached hereto as "Documents in Preparation" and are:

☐ A Transfer of the land described above.
☐ A Charge of the land described above.
☐ Other documents set out in Schedule "B" attached hereto.

Dated at ____________________, this ______________ day of ______________, 20__

WITNESS
(As to all signatures, if required)

__________________________________________
ELGIN CREEK DEVELOPMENT CORP.
LRO # 43  Postponement of interest

This document has not been submitted and may be incomplete.

Properties

PIN 13385 - 0022 LT
Description LT 1, PL 498, EXCEPT PT 1, 43R1085; CITY OF MISSISSAUGA
Address 1778 THORNY BRAE PLACE MISSISSAUGA

PIN 13385 - 0023 LT
Description LT 2, PL 498; CITY OF MISSISSAUGA
Address 1778 THORNY BRAE PLACE MISSISSAUGA

PIN 13385 - 0085 LT
Description PT LT 6 & 7, ROG 6 IND(TOR,TWP) DES PT 1, 43R1085; CITY OF MISSISSAUGA
Address 1746 THORNY BRAE PLACE MISSISSAUGA

Source Instruments

Registration No. PR2356958
Date 2013 04 10
Type of Instrument Charge/Mortgage

Party From(s)

Name ELOIN CREX DEVELOPMENT CORP.
Address for Service 333 Smith Street
Brighton, Ontario
L0K 1H0
I, __________________________, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Party To(s) Capacity Share

Name DIVERSIFIED CAPITAL INC.
Address for Service 1263 Islington Avenue
Etobicoke 403
Toronto ON M9S 1Y0

Statements

The applicant postpones the rights under the said instrument to the rights under an instrument registered as number PR2351990
registered on 2013/09/11.
This document relates to registration no(s) PR2356958 and PR2351990.
<table>
<thead>
<tr>
<th>Land Registry Information</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Registered as PR2542027 on 2013 03 12 at 11:00</td>
<td></td>
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</tbody>
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### Properties

<table>
<thead>
<tr>
<th>IDN</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1002015-0022 LT'</td>
<td></td>
</tr>
<tr>
<td>Description</td>
<td>LT 1, FL 110, EXCEPT PT 1, 432163106, CITY OF MISSISSAUGA</td>
</tr>
<tr>
<td>Address</td>
<td>1785 Thornby Brae Place MISSISSAUGA</td>
</tr>
<tr>
<td>IDN</td>
<td></td>
</tr>
<tr>
<td>1002253-0080 LT'</td>
<td></td>
</tr>
<tr>
<td>Description</td>
<td>LT 2, FL 110, CITY OF MISSISSAUGA</td>
</tr>
<tr>
<td>Address</td>
<td>1785 Thornby Brae Place MISSISSAUGA</td>
</tr>
<tr>
<td>IDN</td>
<td></td>
</tr>
<tr>
<td>1002253-0080 LT'</td>
<td></td>
</tr>
<tr>
<td>Description</td>
<td>PT LT 3 &amp; 5-8, RGS S RGS[COLY] DYS PT 1, GSP-100, CITY OF MISSISSAUGA</td>
</tr>
<tr>
<td>Address</td>
<td>1785 Thornby Brae Place MISSISSAUGA</td>
</tr>
</tbody>
</table>

### Charges

The disinterestedly charges the land to the chargee(s). The chargee(s) acknowledges the receipt of the charge and the assented charge terms, I.e.: 2122759 ONTARIO INC.

**Address for Service:**

123 Bayview Avenue, Suite 100
Toronto, Ontario M5A 2H6

1. Nicholas Blumenau, Piekaski, have the authority to bind the corporation.

This document is authorized under Power of Attorney by this party.

### Chargee(s)

**Name:** 2122759 ONTARIO INC.
**Address for Service:** 123 Bayview Avenue, Suite 100
**City:** Richmond Hill, Ontario L4C 3V8

### Provisions

<table>
<thead>
<tr>
<th>Provisions</th>
<th></th>
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<tbody>
<tr>
<td>Principle</td>
<td>$440,000.00</td>
</tr>
<tr>
<td>Interest</td>
<td>6.00%</td>
</tr>
<tr>
<td>Payment Date</td>
<td>25th, Monthly</td>
</tr>
<tr>
<td>Initial Payment Date</td>
<td>2013 03 25</td>
</tr>
<tr>
<td>Payment Due Date</td>
<td>2014 03 25</td>
</tr>
<tr>
<td>Amount</td>
<td>Full Inurable value</td>
</tr>
<tr>
<td>Guarantee</td>
<td>1103099 Ontario Inc., 2100492 Ontario Inc., 2100491 Ontario Inc.</td>
</tr>
</tbody>
</table>

### Signature

**Corythia Date:**

27 Princess St., Suite 360

**Kingston, ON:**

**Tel:** 613-544-1211

**Fax:** 613-542-6914

I have the authority to sign and register the document on behalf of the Chargee(s).
<table>
<thead>
<tr>
<th>Submitted By</th>
</tr>
</thead>
<tbody>
<tr>
<td>CUNNINGHAM, IRWIN, CARTY, LITTLE &amp; DOWNS LLP</td>
</tr>
<tr>
<td>27 Pimlico St, Suite 100</td>
</tr>
<tr>
<td>7th Floor</td>
</tr>
<tr>
<td>KTD, Inc</td>
</tr>
<tr>
<td>Tel: 815-561-0911</td>
</tr>
<tr>
<td>Fax: 815-561-8914</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fees/Paid/Deposit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Statutory Registrable Fee: $40.00</td>
</tr>
<tr>
<td>Total Paid: $80.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>File Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>22-595-4</td>
</tr>
</tbody>
</table>
ACKNOWLEDGEMENT AND DIRECTION

TO:  
Giorgio Ruggiero  
(Inset lawyer's name)

AND TO:  
SCHNEIDER RUGGIERO LLP  
(Inset firm name)

RE:  
Postponement to Divestiture Charge PR2821210  
(The transaction)  
(Inset brief description of transaction)

This will confirm that:

- We have reviewed the information set out in this Acknowledgement and Direction and in the documents described below (the "Documents"); and that this information is accurate;
- You, your agent or employee are authorized and directed to sign, deliver, and register electronically, on our behalf the Documents in the form attached;
- You are hereby authorized and directed to enter into an escrow closing arrangement substantially in the form attached hereto being a copy of the version of the Document Registration Agreement, which appears on the website of the Law Society of Upper Canada as of the date of the Agreement of Purchase and sale herein. We hereby acknowledge the said Agreement has been reviewed by us and that we shall be bound by its terms;
- The effect of the Documents has been fully explained to us, and we understand that the documents to be and bound by the terms and provisions of the Documents to the same extent as if we had signed them; and
- We are in fact the parties named in the Documents and we have not misrepresented our identities to you.

I, the spouse of ____________, am the spouse of ____________, and hereby consent to the transaction described in the Acknowledgement and Direction. I authorize you to indicate my consent on all the Documents for which it is required.

DESCRIPTION OF ELECTRONIC DOCUMENTS

The Documents described in the Acknowledgement and Direction are the Document(s) listed below which are attached hereto as "Document In Preparation" and are:

- A Transfer of the land described above.
- A Charge of the land described above.
- Other documents set out in Schedule "B" attached hereto.

Dated at ________________________________, this ____________ day of __________________, 20__________.

WITNESS
(As to all signatures, if required)

______________________________

______________________________

______________________________

2168807 ONTARIO INC.
### Properties

<table>
<thead>
<tr>
<th>PIN</th>
<th>Description</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>13383-0022 LT</td>
<td>LT 1, PL 49B, EXCEPT PT 1, 45R16765; CITY OF MISSISSAUGA</td>
<td>1775 THORNY BRAE PLACE MISSISSAUGA</td>
</tr>
<tr>
<td>13383-0023 LT</td>
<td>LT 2, PL 49B; CITY OF MISSISSAUGA</td>
<td>1785 THORNY BRAE PLACE MISSISSAUGA</td>
</tr>
<tr>
<td>13383-0053 LT</td>
<td>PT LTS 3 &amp; 4, RGE 6 NDS (TWP.) DES PT 1, 45R13060; CITY OF MISSISSAUGA</td>
<td>1746 THORNY BRAE PLACE MISSISSAUGA</td>
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</table>

### Source Instruments

<table>
<thead>
<tr>
<th>Registration No.</th>
<th>Date</th>
<th>Type of Instrument</th>
</tr>
</thead>
<tbody>
<tr>
<td>PR2343637</td>
<td>2013 03 12</td>
<td>Charge/Mortgage</td>
</tr>
</tbody>
</table>

### Party From(s)

Name: 2166607 ONTARIO INC.

Address for Service:
- 666 Edward Avenue
- Richmond Hill, Ontario
- L6C 3Y6

I, ________________________, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

### Party To(s)

Name: DIVERSIFIED CAPITAL INC.

Address for Service:
- 393 Islington Avenue
- Suite 402
- Toronto ON M8X 1V9

### Statements

The applicant postpones the rights under the selected instrument to the rights under an instrument registered as number PR2361930 registered on 2013/06/11.

This document relates to registration no.(s) PR2343637 and PR2361930.
EXHIBIT "S"
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Notes</th>
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<tbody>
<tr>
<td>Principal Amount:</td>
<td>5,550,000.00</td>
<td></td>
</tr>
<tr>
<td>Principal Amount Increase</td>
<td>1,300,000.00</td>
<td>3</td>
</tr>
<tr>
<td>o/s Interest to July 1, 2013</td>
<td>475,027.83</td>
<td>1</td>
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<tr>
<td>o/s Interest to July 1, 2013</td>
<td>8,985.89</td>
<td>2</td>
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<tr>
<td>o/s Renewal fee</td>
<td>222,000.00</td>
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<tr>
<td>o/s Fee on Principal Increase ($1.4M)</td>
<td>10,500.00</td>
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<tr>
<td>3 months Interest on Demand</td>
<td>152,625.00</td>
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<tr>
<td>Appraisal Costs</td>
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<tr>
<td>Legal Fees</td>
<td></td>
<td></td>
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<tr>
<td>July 1 2013</td>
<td>7,727,068.72</td>
<td></td>
</tr>
<tr>
<td>E.O.E</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Per diem interest</td>
<td>1,936.92</td>
<td></td>
</tr>
<tr>
<td>01-Aug-13 (Int on Entire Amt)</td>
<td>7,797,900.09</td>
<td></td>
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</tbody>
</table>

Note 2

- Advances June 4, 2013: Advance 600,000.00, 27 days, 4,682.19
- Advance June 26, 2013: Advance 450,000.00, 27 days, 3,661.84
- Interest to July 1, 2013: 8,696.89

Note 3

$1.4 million principal secured, interest only on $1.3M

Note 1

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Interest Rate</th>
<th>0.11</th>
<th>5% of 5,550,000.00</th>
<th>0.11</th>
<th>5,600,075.00</th>
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<tr>
<td>Nov 2012</td>
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<td>0.11</td>
<td>50,875.00</td>
<td>5,600,075.00</td>
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<td>Dec 2012</td>
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<td>0.11</td>
<td>51,341.35</td>
<td>5,651,416.35</td>
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<tr>
<td>Jan 2013</td>
<td>5,652,216.35</td>
<td>0.11</td>
<td>51,811.99</td>
<td>5,704,028.34</td>
<td>5,704,028.34</td>
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<tr>
<td>Feb 2013</td>
<td>5,704,028.34</td>
<td>0.11</td>
<td>52,286.93</td>
<td>5,756,315.26</td>
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<tr>
<td>Mar 2013</td>
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<td>0.11</td>
<td>52,766.22</td>
<td>5,809,081.49</td>
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<td></td>
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<tr>
<td>Apr 2013</td>
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<td>0.11</td>
<td>53,249.91</td>
<td>5,862,331.40</td>
<td>5,862,331.40</td>
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<tr>
<td>May 2013</td>
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<td>0.11</td>
<td>53,738.04</td>
<td>5,915,069.44</td>
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<tr>
<td>Jun 2013</td>
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<td>0.11</td>
<td>54,230.84</td>
<td>5,968,300.08</td>
<td>5,968,300.08</td>
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<tr>
<td>Jul 2013</td>
<td>5,968,300.08</td>
<td>0.11</td>
<td>54,722.76</td>
<td>6,025,022.63</td>
<td>6,025,022.63</td>
<td></td>
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<tr>
<td>Aug 2013</td>
<td>6,025,022.63</td>
<td>0.11</td>
<td>55,218.55</td>
<td>6,080,241.18</td>
<td>6,080,241.18</td>
<td></td>
</tr>
</tbody>
</table>

(For the month of August 2013, interest is calculated for two months, 0.11 * 2 = 0.22, 0.22 * 7,797,900.09 = 1,714,083.17, 1,714,083.17 + 7,797,900.09 = 9,512,983.26)
EXHIBIT “T”
THIS IS EXHIBIT "W" REFERRED TO IN THE
SUPPLEMENTARY AFFIDAVIT OF RUSS GIANNOTTA
SWORN BEFORE ME THIS 6 DAY OF JANUARY, 2015.

[Signature]

A Commissioner, etc.
Diversified Capital Inc.
Discharge Statement as at June 1, 2013: Hush - Silverthorn Mill Project

**Silverthorn**
Principal Balance

$4,595,525.79

**Total Principal**

$4,595,525.79

**PLUS - AS PER NOTICE OF SALE DOCUMENT**

<table>
<thead>
<tr>
<th>Add</th>
<th>Description</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>Add</td>
<td>Interest in Arrears to Dec 11, 2013</td>
<td>$92,376.20</td>
</tr>
<tr>
<td></td>
<td>Dec 11 2013 to Dec 31 2013 (20 days)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Jan-01</td>
<td>$42,125.65</td>
</tr>
<tr>
<td></td>
<td>Feb-01</td>
<td>$42,125.65</td>
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<tr>
<td></td>
<td>Mar-01</td>
<td>$42,125.65</td>
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<td></td>
<td>Apr-01</td>
<td>$47,104.59</td>
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<td>May-01</td>
<td>$47,104.59</td>
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<td></td>
<td>Jun-01</td>
<td>$47,104.59</td>
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<tr>
<td>Add</td>
<td>Penalty for Non Payment</td>
<td>$126,376.96</td>
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<tr>
<td>Add</td>
<td>Unbilled Legal Fees</td>
<td>$3,589.99</td>
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<tr>
<td>Add</td>
<td>Prior Legal Fees</td>
<td>$9,196.22</td>
</tr>
<tr>
<td>Add</td>
<td>Costs</td>
<td>$4,294.00</td>
</tr>
</tbody>
</table>

**$503,524.09**

**Total Discharge Amount**

$5,099,049.88

**Per Diem**

$1,536.70

**E.R.O.E**

**Total Discharge Amount**

$5,099,049.88

$4,500,000.00

**Shortfall on Refinancing**

$599,049.88

**Shortfall Owing to Diversified**

$600,000.00

**Credit on Silverthorn Discharge/ Owing to Hush**

$1,400,000.00

**Less:**

**Shortfall on Refinancing** | $ (600,000.00)

**Credit Balance** | $800,000.00

**Payments:**

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>04-Jun-13</td>
<td>$450,000.00</td>
</tr>
<tr>
<td>25-Jul-13</td>
<td>$250,000.00</td>
</tr>
</tbody>
</table>

**Adjustment to Indebtedness at TB**

$100,000.00
EXHIBIT "U"
Hi Mike:

Please find attached a statement of advance.
Thanks
Russ

--- Original Message ---
From: Mike Case <mike@hush.ca>
To: diversifiedcms@aol.com
Sent: Wed, Jun 26, 2013 9:53 am
Subject: Thorny Brae Financing

Good morning Russ,

Our bank records indicate a transfer was received in the amount of $165,171.61 which is greatly appreciated. A quick question/request...I am aware from the documents signed that the gross amount of the funding was $250,000.00. Could you or your lawyer please forward a summary of the funding, a Trust Ledger or similar document, so we can record same and have an understanding of the deductions from the funding.

Thank you!

Mike Case
V.P. of Finance
email: mike@hush.ca

HUSH
HUSH Inc.
www.hush.ca
Communities, Fine Homes and Investments

75 International Boulevard, Suite 400, Toronto, Ontario, M9W 6L9
Tel: (416) 987 6500 ext 410, Fax: (416) 987 6515

This email and any attachments are strictly confidential. If you are not the intended recipient, please immediately notify the sender by return email. By forwarding your personal information to HUSH Inc (hereinafter “HUSH”) you are consenting to its use, collection, and disclosure to HUSH employees. HUSH's privacy policy can be found on our website www.hush.ca
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Advance</td>
<td>$250,000.00</td>
</tr>
<tr>
<td>Fees (3% +1%) on Silverthorn Deferral</td>
<td>$600,000.00</td>
</tr>
<tr>
<td>Advance June 4, 2013</td>
<td>$450,000.00</td>
</tr>
<tr>
<td>Advance June 25, 2013</td>
<td>$250,000.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,300,000.00</strong></td>
</tr>
<tr>
<td><strong>Outstanding Legals</strong></td>
<td><strong>$32,828.39</strong></td>
</tr>
<tr>
<td><strong>SR Law</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Net Advance</strong></td>
<td><strong>$165,171.61</strong></td>
</tr>
</tbody>
</table>
EXHIBIT "V"
DATE: January 6th 2014

FROM: ZAHERALI VISRAM
FAX: (416) 512-1318
TEL: (416) 512-6833

TO: Address

FAX NO: 416.361.1790

ATTENTION:

RE: Husky Properties

YOUR REFERENCE NO:

COMMENTS: As per our conversation of this morning I am herewith enclosing the following documents:

1. Calculation of principle & interest outstanding

2. Charge of $50,000.

3. Increased charge of $50,000 to 1.5%

4. Charge of 2.0%.

5. Charge of 5.1%.

If you need more clarification please call.

Yours truly

Zaheer Visram
ORIGINAL THORNY BRAC MORTGAGE

Sept 15, 2011, Original 2nd $50,000.

INCREASED, July 12, 2012

And increased to $660,000

ADDITIONAL ADVANCES - 3rd Mortgage

2,000,000

3,660,000

4,000,000

1/2 on THORNY BRAC & 1/2 on School House

Interest from Sept 15, 2012

To May 31, 2013

612,500

4,125,000

TRANSFERRED TO CORONATION

Interest at 6% from

May 31, 2013 to

December 19, 2014

132,750

5,490,000

TOTAL OUTSTANDING

5,622,750

MORTGAGE REGISTERED

For $5,490,000

On 31st Dec 2013
The applicant(s) hereby applies to the Land Registrar.

Properties

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<tr>
<th>PIN</th>
<th>Description</th>
<th>Address</th>
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<tbody>
<tr>
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<td>PT LTS 3 &amp; 4, RGE 5 NDS, TWP., DES PT 1, 43R31060 CITY OF MISSISSAUGA</td>
<td>1745 THORNY BRAE PLACE</td>
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<td>1793 THORNY BRAE PLACE</td>
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Chargor(s)

The chargor(s) hereby charges the land to the chargor(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name: 2122783 ONTARIO INC.
Address for Service: 93 SKYWAY AVENUE
                     Suite 108
                     ETOBICOKE, ONTARIO
                     M9W 6N8

I, Naheel SULEMAN, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Chargor(s)

<table>
<thead>
<tr>
<th>Name</th>
<th>Capacity</th>
<th>Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>VISRAM, ZAHERALI</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| Address for Service: 7 LAREDO COURT
                     NORTH YORK, ONTARIO
                     M2M 4H7

Statements

Schedule: See Schedules

Provisions

<table>
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<tr>
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<td>First Payment Date</td>
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<td>Standard Charge Terms</td>
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<tr>
<td>Insurance Amount</td>
<td>full insurable value</td>
<td></td>
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<tr>
<td>Guarantor</td>
<td>HUSH HOMES INC., MUSA SULEMAN, NAHEEL S JALEMANN</td>
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TRISTAR

Properties

PIN 13383 - 0563 LT
Description PT LTS 3 & 4, RGE 5 NDS(TWP) DES PT 1, 43R31060; CITY OF MISSISSAUGA
Address 1745 THORNY BRAE PLACE MISSISSAUGA

PIN 13383 - 0022 LT
Description LT 1, PL 498; EXCEPT PT 1, 43R16766; CITY OF MISSISSAUGA
Address 1775 THORNY BRAE PLACE MISSISSAUGA

PIN 13383 - 0023 LT
Description LT 2, PL 498; CITY OF MISSISSAUGA
Address 1785 THORNY BRAE PLACE MISSISSAUGA

Consideration
Consideration $2,000

Applicant(s)
The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name 2122763 ONTARIO INC.
Address for Service 93 Slyway Avenue
Suite 106
Etobicoke Ontario
M9W 6N8

I, NAHEEEL SULEMAN, Authorized Signing Officer, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Party To(s) Capacity Share

Name VISRAM, ZAHERALI
Address for Service 7 Laredo Court
North York Ontario
M2M 4H7

This document is not authorized under Power of Attorney by this party.

Statements
This notice is pursuant to Section 71 of the Land Titles Act.
This notice may be deleted by the Land Registrar when the registered instrument, PR2061830 registered on 2011/06/28 to which this notice relates is deleted
Schedule: See Schedules
This document relates to registration no.(s)PR2061830

Signed By
Vincent Palazzo
111 Zanway Blvd Unit 37
Woodbridge
L4H 3H9

Signed 2012 07 12

Tel 9058830310
Fax 90588303123

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By
COSMAN & ASSOCIATES
111 Zanway Blvd Unit 37
Woodbridge
L4H 3H9

2012 07 12
AGREEMENT AMENDING AND EXTENDING
CHARGE/MORTGAGE OF LAND
(the “Agreement”)


BETWEEN:

ZAHERALI VISRAM
an individual of the City of Toronto
Province of Ontario

( the “Lender”)

- and -

2122763 ONTARIO INC.
a corporation incorporated under the laws
of the Province of Ontario

( the “Borrower”)

- and -

HUSH HOMES INC.
a corporation incorporated under the laws
of the Province of Ontario

- and -

NAHEEL SULEMAN
an individual of the City of Mississauga
of the Province of Ontario

(Collectively called the “Guarantors”)

MUSA SULEMAN
an individual of the City of Toronto
of the Province of Ontario

WHEREAS the Lender, the Borrowers and the Guarantors have entered into a second mortgage loan in the principal amount of Eight Hundred and Fifty Thousand ($850,000.00) Dollars (the “Loan”), which Loan is secured by a charge over the properties municipally known as 1745 Thorny Brae Place, Mississauga, Ontario, 1775 Thorny Brae Place, Mississauga, Ontario, and 1765 Thorny Brae Place, Mississauga (collectively referred to as the “Property”) registered as Instrument No. PR2081830 on September 28, 2011 in the principal amount of $850,000.00 (the “Charge”);

AND WHEREAS the Charge matures on September 16, 2012;

AND WHEREAS the Borrower has requested an amendment and extension to the Charge;

1
AND WHEREAS the Borrower has requested an increase in the loan amount from Eight Hundred and Fifty Thousand Dollars ($850,000.00) to One Million Five Hundred Thousand Dollars ($1,500,000.00);

AND WHEREAS the Lender has agreed to such extension and amendment to the Charge based on the following terms and conditions as set out below.

NOW THEREFORE this Agreement witnesses that in consideration of other good and valuable consideration and the sum of One ($1.00) Dollar, the receipt and sufficiency of which are acknowledged, the Parties hereinafter as follows:

1. The Parties acknowledge that the foregoing recitals are true in substance and in fact.

2. The Parties agree that the Charge is hereby amended as follows:
   a) The principal amount of the Loan is increased to $1,500,000.00;
   b) The monthly interest payment is amended to $18,750.00 to and including the payment date on September 16, 2012.
   c) The monthly interest payment is amended to $30,000.00 following September 16, 2012.
   d) The Last Payment Date and the Balance Due Date are hereby amended from September 16, 2012 to October 16, 2012;
   e) Interest shall accrue at the rate of 15.00% per annum up to and including September 16, 2012 on the total Loan;
   f) Interest shall accrue at the rate of 24.00% per annum commencing September 17, 2012;
   g) The Borrower shall have the privilege of paying the whole of the principal amount secured by the Charge at any time without notice or bonus.

4. The Borrower shall pay the Lender a Lender's Fee of Thirteen Thousand ($13,000.00) Dollars which shall be deducted from the advance of the Loan proceeds.

5. All collateral and additional security given to the Lender for the performance of the Borrower’s and Guarantors’ obligations to the Lender, including the payment of all indebtedness, shall continue to be in full force and effect as continuing collateral and additional security notwithstanding that the Lender, the Borrower and Guarantors, have amended the Charge by the terms of this Agreement.

6. In all other respects the parties hereto confirm the terms and conditions in the aforesaid Charge.

7. The parties acknowledge and agree that the Charge, as amended herein shall continue to be in full force and effect.

8. The Guarantors hereby acknowledge the terms of this Agreement and agree to be bound by the terms hereof.

9. This Agreement shall enure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

10. This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall be but one and the same instrument.
10. The parties hereto agree that this Agreement may be transmitted by facsimile or such similar device and that the reproduction of signatures by facsimile or such similar device will be treated as binding as if originals and each party hereto undertakes to provide each and every other party hereto with a copy of the Agreement bearing original signatures forthwith upon demand.

DATED at Vaughan, Ontario this 12 day of July, 2012.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

ZAHERALI VISRAM

Dated at Tamaro, Ontario this 12 day of July, 2012.

2122763 ONTARIO INC. hereby accepts all the terms and conditions of the above mentioned Agreement and HUSH HOMES INC., NAHEEL SULEMAN AND MUSA SULEMAN in their personal capacities hereby agree to guarantee the Charge and agrees to be responsible for all fees and disbursements payable pursuant to the provisions of this Agreement.

2122763 ONTARIO INC. per:

Name: NAHEEL SULEMAN
Title: Authorized Signed Officer
“I have authority to bind the Corporation.”

HUSH HOMES INC.
Per:

Name: Naheel Suleman
Title: President
“I have authority to bind the Corporation.”

Witness:

Naheel Suleman – Guarantor

Witness:

Musa Suleman – Guarantor
### Properties

<table>
<thead>
<tr>
<th>PIN</th>
<th>Description</th>
<th>Interest/Estate</th>
<th>Fee Simple</th>
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<td>LT, PL 498; CITY OF MISSISSAUGA</td>
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<tr>
<td>13383 - 0023 LT</td>
<td>LT 2, PL 498; CITY OF MISSISSAUGA</td>
<td>LT 2, PL 498; CITY OF MISSISSAUGA</td>
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<td>13383 - 0563 LT</td>
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</table>

### Charger(s)

The chargor(s) hereby charges the land to the chargor(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

**Name**: 2122763 ONTARIO INC.

**Address for Service**: 75 International Blvd.
Suite 400
Toronto, Ontario
M9W 6L9

I, NAHEEL SULEMAN, President, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

### Chargee(s)

<table>
<thead>
<tr>
<th>Name</th>
<th>Capacity</th>
<th>Share</th>
</tr>
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<tbody>
<tr>
<td>VISRAM, ZAMERAIU</td>
<td></td>
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</table>

**Address for Service**: 7 Laredo Court
Toronto, Ontario
M2M 4H7

### Provisions

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<tr>
<th>Principal</th>
<th>Calculation Period</th>
<th>Balance Due Date</th>
<th>Interest Rate</th>
<th>Payments</th>
<th>Interest Adjustment Date</th>
<th>Payment Date</th>
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<th>Last Payment Date</th>
<th>Standard Charge Terms</th>
<th>Insurance Amount</th>
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<td>$2,000,000.00</td>
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<td>18.5%</td>
<td>$30,000.00</td>
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<td>16th day of each and every month</td>
<td>2012 08 15</td>
<td>2013 02 15</td>
<td>200033</td>
<td>full insurable value</td>
<td>Musa Suleman, Nahm Salam and HUSH Inc.</td>
</tr>
</tbody>
</table>

### Additional Provisions

See Schedules

### Signed By

Mark Lorra Cosman 111 Zanway drv Un d: 37 acting for Chargor Signed 2012 06 20 (s)
Woodbridge L4H 3H9

Tel 6049503110
Fax 6049503123
LRO # 20 Charge/Mortgage

The applicant(s) hereby applies to the Land Registrar

Provisions

Principal $5,100,000.00
Calculation Period monthly
Balance Due Date 2014/11/30
Interest Rate 18% per annum

Payments
Interest Adjustment Date
Payment Date
First Payment Date
Last Payment Date

Standard Charge Terms 20033

Insurance Amount full insurable value

Guarantor SULEMAN, NAHEL, AND SULEMAN,
MUSA

Additional Provisions

1. The total loan covered by this Charge includes the principal amount of $4,300,000.00 (four million and three hundred thousand dollars) and the reserve interest of $800,000.00 (eight hundred thousand dollars).

2. This mortgage is an open mortgage repayable at any time in full or in part without penalty.

3. The Chargor shall pay to the Chargee on closing, 10% of the sale price of every house sold by the Chargor and the Chargee will provide a partial discharge.

4. After the first mortgagee currently registered on title on all the properties covered under this Charge has been paid out, the Chargor shall pay to the Chargee, 65% of the sale price on closing, on each house sold by the Chargor until the entire loan with interest, if any, costs, charges, and expenses, has been fully paid.

5. The Chargor agrees that after the first mortgagee who is currently registered on title, is paid out, the Chargee shall become the first mortgagee on title on all the properties covered under this charge.

Signed By

Shamim Hansraj 541-33 City Centre Drive acting for Signed 2013 06 31
Mississauga L5B 2N5

Tel 9052769944
Fax 9052769998

I have the authority to sign and register the document on behalf of the Chargor(s).

Submitted By

SHAMIM HANSRAJ LAW OFFICE 2013 06 31
541-33 City Centre Drive
Mississauga
L5B 2N5

Tel 9052769944
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 February 27, 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
Kylia 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

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")

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

Proceedings commenced at Toronto

**RESPONDING CLAIMS HEARING RECORD OF THE APPLICANTS**
(Returnable on March 12, 2015)

<table>
<thead>
<tr>
<th>Wildeboer Dellelce LLP</th>
<th>Thornton Grout Finnigan LLP</th>
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<tbody>
<tr>
<td>Barristers and Solicitors</td>
<td>Barristers &amp; Solicitors</td>
</tr>
<tr>
<td>Suite 800</td>
<td>Suite 3200, TD West Tower</td>
</tr>
<tr>
<td>365 Bay Street</td>
<td>100 Wellington Street West</td>
</tr>
<tr>
<td>Toronto, ON M5H 2V1</td>
<td>P.O. Box 329, Toronto-Dominion Centre</td>
</tr>
<tr>
<td>Alfred Apps (LSUC # 277601)</td>
<td>Toronto, ON M5K 1K7</td>
</tr>
<tr>
<td>Email: <a href="mailto:aapps@wildlaw.ca">aapps@wildlaw.ca</a></td>
<td>Kyla E.M. Mahar (LSUC #44182G)</td>
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<tr>
<td>Tel: (416) 361-6211</td>
<td>Email: <a href="mailto:kmahar@tsf.ca">kmahar@tsf.ca</a></td>
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<tr>
<td>Fax: (416) 361-1790</td>
<td>Tel: (416) 304-0594</td>
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<tr>
<td>Lawyers for the Applicants</td>
<td>Fax: (416) 304-1313</td>
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</tbody>
</table>

Litigation Agents for Wildeboer Dellelce LLP, lawyers for the Applicants