

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

ED MIRVISH ENTERPRISES LIMITED AND 1 KING WEST INC.

Applicants

- and -

**STINSON HOSPITALITY INC., DOMINION CLUB OF CANADA CORPORATION
AND HARRY STINSON**

Respondents

MOTION RECORD
(Returnable June 22, 2009)

GOODMANS LLP
Barristers & Solicitors
Suite 2400, Box 20
250 Yonge Street
Toronto, Canada M5B 2M6

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Counsel to Ira Smith Trustee & Receiver Inc.,
in its capacity as receiver and manager of
Stinson Hospitality Inc., Dominion Club of
Canada Corporation, The Suites at 1 King
West Inc. and 2076564 Ontario Inc.

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TAB 1

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

ED MIRVISH ENTERPRISES LIMITED AND 1 KING WEST INC.

Applicants

- and -

STINSON HOSPITALITY INC., DOMINION CLUB OF CANADA CORPORATION
AND HARRY STINSON

Respondents

NOTICE OF MOTION

(Returnable June 22, 2009)

Ira Smith Trustee & Receiver Inc., in its capacity as court-appointed receiver and manager (the “**Receiver**”) of Stinson Hospitality Inc., Dominion Club of Canada Corporation, The Suites at 1 King West (the “**Suites**”) and 2076564 Ontario Inc. (collectively, the “**Debtors**”), will make a motion before this Honourable Court on Monday, the 22nd day of June, 2009, at 10:00 a.m. or as soon thereafter as the motion can be heard at 330 University Avenue, Toronto, Ontario.

THE MOTION WILL BE HEARD ORALLY.

THE MOTION IS FOR:

1. An order (the “**Twelfth Report Approval Order**”):
 - (a) approving the Twelfth Report of the Receiver dated June 16, 2009 (the “**Twelfth Report**”); and
2. An order (the “**Supplementary Claims Process Order**”), *inter alia*:

- (a) approving a procedure for the review and determination of all unsecured claims filed against the Suites (each a “**Suites Claim**”); and
3. Such other relief as this Honourable Court may deem appropriate.

THE GROUNDS FOR THE MOTION ARE:

3. By Order of Madam Justice Pepall dated August 24, 2007 (the “**Receivership Order**”), the Receiver was appointed receiver and manager of the Debtors.
4. After its appointment, the Receiver oversaw the day-to-day operations of the Debtors and conducted a Court-approved sale process in order to realize on the Debtors’ assets.
5. By Order dated December 11, 2008 (the “**Claims Process Order**”), the Court authorized and directed the Receiver to implement a call for all claims against the Debtors and the Receiver Parties (as defined in the Claims Process Order).
6. In view of the limited quantum of proceeds realized on the Debtors’ assets, under the Claims Process Order, the Receiver was required to review and assess the validity of only those claims made against the Receiver Parties and secured claims made against the Debtors. The need to assess unsecured claims was left to be dealt with if, as and when it was shown that there might be sufficient proceeds to undertake a distribution of proceeds to unsecured creditors.
7. As a result of the Receiver’s efforts to complete the Receivership, the Receiver was able to determine that \$142,247.88 being held in a bank account for the Suites was available for distribution to general creditors of the Suites. None of the Proofs of Claim received for the Suites advanced secured claims, and pursuant to paragraph 10 of the Claims Process Order, the Receiver now seeks this Honourable Court’s advice and directions with respect to its proposal to conduct a review of the Proofs of Claim for the Suites’ unsecured creditors.
8. Rule 3.02(1) of the *Rules of Civil Procedure*.
9. Section 101 of the *Courts of Justice Act*.

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

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

11. the Twelfth Report, and the exhibits thereto; and
12. such further and other materials as counsel may advise and this Honourable Court may permit.

Date: June 16, 2009

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Counsel to Ira Smith Trustee & Receiver Inc.,
in its capacity as receiver and manager of
Stinson Hospitality Inc., Dominion Club of
Canada Corporation, The Suites at 1 King
West Inc. and 2076564 Ontario Inc.

TO: See attached Service List

SERVICE LIST

04

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In his personal capacity

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Solicitors for Owner of Suite 303 at 1 King West

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Toronto, Ontario M5H 1A1
- AND TO:** **ZWAIG ASSOCIATES INC.**
c/o Office of the Superintendent of Bankruptcy
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- AND TO:** **GOULD LEASING LTD.**
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M4T 1W1
- AND TO:** **DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.**
100-1235 North Service Rd. W
Oakville, ON
L6M 2W2
- AND TO:** **HER MAJESTY IN RIGHT OF ONTARIO REPRESENTED BY THE
MINISTER OF REVENUE**
33 King St. W, 6th Flr
Oshawa, ON
L1H 8H5
- AND TO:** **MINISTRY OF REVENUE
REVENUE COLLECTIONS BRANCH**
1400 Blair Place
Suite 300, 3rd Floor
Ottawa, Ontario K1J 9B8

Attention: R. McAteer
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1-613-842-7212/7042
- AND TO:** **THE CITY OF TORONTO**
Office of the City Clerk
2nd Floor, West Tower, City Hall
Toronto, ON, M5H 2N2

Attention: Ulli S. Watkiss

AND TO: CITY OF TORONTO
The Office of the Treasurer
Metro Hall
14th Floor, 55 John St.
Toronto, Ontario M5V 3C6

Attention: Giuliana Carbone

AND TO: MINISTRY OF REVENUE
REVENUE COLLECTIONS BRANCH
Insolvency Unit
33 King Street West
Oshawa, Ontario L1J 2H8

Attention: Ms. R. Vinkovic

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Toronto, Ontario M5V 3J1
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Fax: (416) 344-4684

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120 King Street West
Hamilton, ON L8N 4C5
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Fax: (416) 326-7531

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**ED MIRVISH ENTERPRISES
LIMITED AND 1 KING WEST INC.**

and

**STINSON HOSPITALITY INC.,
DOMINION CLUB OF CANADA
CORPORATION AND HARRY
STINSON**

Applicants

Respondents

Court File No: 07-CL-6913

ONTARIO

SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto

NOTICE OF MOTION

(Returnable June 22, 2009)

GOODMANS LLP

Barristers & Solicitors

Suite 2400, Box 20

250 Yonge Street

Toronto, Canada M5B 2M6

Fred Myers (LSUC#26301A)

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Counsel to Ira Smith Trustee & Receiver Inc., in its capacity as receiver and manager of Stinson Hospitality Inc., Dominion Club of Canada Corporation, The Suites at 1 King West Inc. and 2076564 Ontario Inc.

TAB A

Court File No. 07-CL-6913

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

THE HONOURABLE MADAM)	MONDAY, THE 22nd DAY
)	
JUSTICE PEPALL)	OF JUNE, 2009

ED MIRVISH ENTERPRISES LIMITED AND 1 KING WEST INC.

Applicants

- and -

**STINSON HOSPITALITY INC., DOMINION CLUB OF CANADA CORPORATION
AND HARRY STINSON**

Respondents

SUPPLEMENTARY CLAIMS PROCESS ORDER

THIS MOTION, made by Ira Smith Trustee & Receiver Inc. (“**ISI**”), in its capacity as court-appointed receiver and manager (the “**Receiver**”) of all of the assets, undertakings and properties of Stinson Hospitality Inc., Dominion Club of Canada Corporation, The Suites at 1 King West Inc. (the “**Suites**”) and 2076564 Ontario Inc. (collectively, the “**Debtors**”), for an Order substantially in the form attached as Schedule “A” to the Receiver’s Notice of Motion at Tab 1 of the Receiver’s Motion Record (the “**Receiver’s Motion Record**”) herein was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Twelfth Report of the Receiver dated June 16, 2009, filed, and upon hearing the submissions of counsel for the Receiver, the Applicants, Segura Investments Ltd., 1392964 Ontario Limited and Tim Kwan (collectively, “**Segura**”), Harry Stinson in person,

Toronto Standard Condominium Corporation 1703 (“TSCC 1703”), and no one appearing for the other parties served with the Receiver’s Motion Record, although duly served as appears from the affidavit of service of Hannah Arthurs sworn June 16, 2009:

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Motion Record be and is hereby abridged, that the Motion is properly returnable today, that the service of the Motion Record, including the manner of service, is hereby approved and that any requirement for service of the Motion Record upon any party, other than those served, is hereby dispensed with.

DEFINITIONS

2. **THIS COURT ORDERS AND DECLARES** that all capitalized terms not otherwise defined herein shall have the same meanings as ascribed in the Order of this Honourable Court dated December 11, 2008 (the “**Claims Process Order**”).

CLAIMS RESOLUTION PROCESS

3. **THIS COURT ORDERS** that the following provisions shall apply to each Proof of Claim delivered to the Receiver pursuant to the Claims Process Order which contains a claim against the Suites (each a “**Suites Claim**”), unless this Court orders otherwise:
 - (a) the Receiver shall review each Suites Claim and shall either allow, partially allow or disallow each Suites Claim by sending a Notice of Determination, substantially

in the form attached hereto as Schedule "A", by no later than Tuesday, June 23, 2009, to the applicable Creditor (or its counsel);

- (b) a Creditor that wishes to appeal a decision of the Receiver made pursuant to paragraph 3(a) may appeal such decision to this Court by serving a notice of appeal on the Receiver and filing it with this Court on or before July 3, 2009, making the appeal returnable within ten (10) days of the filing of the notice of appeal. Any such appeal shall be heard by this Court as a hearing *de novo* with such further rights of appeal as may be provided for under the laws of Ontario;
- (c) if no notice of appeal is received by the Receiver on or before July 3, 2009 in respect of any Notice of Determination delivered by the Receiver hereunder, then, the Receiver's Notice of Determination shall be final and binding and there shall be no further right to appeal, review or recourse to this Court or any other court or tribunal in respect of the Receiver's Notice of Determination; and
- (d) at any time, the Receiver and the applicable Creditor may agree to settle any disputed Claim.

SERVICE AND NOTICE

4. **THIS COURT ORDERS** that the Receiver is at liberty to deliver this Order, the Notices of Determination and any other letters, notices or other documents to Creditors and other interested Persons, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission to such Persons at the address as last shown on the records of the Debtors and that any such service or notice by courier, personal

delivery or electronic transmission shall be deemed to be received on the day it was faxed, emailed or personally delivered, or, if sent by ordinary mail, on the next Business Day after mailing.

5. **THIS COURT ORDERS** that any notice or other communication (including, without limitation, Notices of Appeal) to be given under this Order by a Creditor to the Receiver shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if given by courier, by personal delivery or facsimile transmission addressed to:

Ira Smith Trustee & Receiver Inc.
Suite 6 - 167 Applewood Crescent
Concord, Ontario L4K 4K7

Fax Number: 905.738.9848

Attention: Ira Smith

Any such notice or other communication by a Creditor shall be deemed received only upon actual receipt thereof during normal business hours on a Business Day.

MISCELLANEOUS

6. **THIS COURT ORDERS AND REQUESTS** the aid and recognition of any court of any judicial, regulatory or administrative body in any province or territory of Canada and the Federal Court of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province and any court of any judicial, regulatory or administrative body of the United States and

the states or other subdivisions of the United States and of any other nation or state to act in aid of and to be complementary to this Court in carrying out the terms of this Order.

SCHEDULE "A"

NOTICE OF DETERMINATION REGARDING CLAIMS AGAINST:

The Suites at 1 King West Inc. (the "Debtor")

All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Order of the Ontario Superior Court of Justice dated December 11, 2008 and the Order of the Ontario Superior Court of Justice dated June 22, 2009 authorizing the within Supplementary Claims Process.

TO: [insert name of creditor]

The Receiver hereby gives you notice that it has reviewed your Claim and has accepted, revised or rejected your Claim as follows:

The Claim as Submitted	The Claim as Accepted

Reasons for Disallowance or Revision:

[insert explanation]

If you do not agree with this Notice of Determination, please take notice of the following:

If you dispute this Notice of Determination, you may appeal such decision to the Court by sending a written notice of appeal to the Receiver and filing a copy of the Notice of Appeal with the Court at the addresses listed below within ten (10) days of receiving the Notice of Determination, in which case such Claim shall be treated as if the Claim had been entirely disallowed by the Receiver. If you do not appeal to the Claims Officer within the aforesaid time period, your Claim shall be deemed to be as set out in this Notice of Determination.

The Receiver:

Ira Smith Trustee & Receiver Inc.
Suite 6 - 167 Applewood Crescent
Concord, Ontario L4K 4K7

Attention: Ira Smith

Ontario Superior of Justice
Commercial List
330 University Avenue
7th Floor
Toronto, Ontario M5G 1E3

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

Dated at _____ this _____ day of _____, 2009.

Ira Smith Trustee & Receiver Inc.

ED MIRVISH ENTERPRISES LIMITED
AND 1 KING WEST INC.

Applicants

STINSON HOSPITALITY INC.,
DOMINION CLUB OF CANADA
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Respondents

Court File No: 07-CL-6913

ONTARIO

SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto

SUPPLEMENTARY CLAIMS PROCESS ORDER

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capacity as receiver and manager and former monito-
r of Stinson Hospitality Inc., Dominion Club of Canada
Corporation, The Suites at 1 King West Inc. and
2076564 Ontario Inc.

TAB B

Court File No. 07-CL-6913

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

THE HONOURABLE MADAM)	MONDAY, THE 22ND DAY
)	
JUSTICE PEPALL)	OF JUNE, 2009

ED MIRVISH ENTERPRISES LIMITED AND 1 KING WEST INC.

Applicants

- and -

**STINSON HOSPITALITY INC., DOMINION CLUB OF CANADA CORPORATION
AND HARRY STINSON**

Respondents

ORDER

THIS MOTION, made by Ira Smith Trustee & Receiver Inc. (the “**ISI**”), in its capacity as court-appointed receiver and manager (the “**Receiver**”) of all of the assets, undertakings and properties of Stinson Hospitality Inc., Dominion Club of Canada Corporation, The Suites at 1 King West Inc. and 2076564 Ontario Inc., for an Order substantially in the form attached as Schedule “B” to the Receiver’s Notice of Motion at Tab 1 of the Receiver’s Motion Record (the “**Receiver’s Motion Record**”) herein was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Twelfth Report of the Receiver dated June 16, 2009, filed, and upon hearing the submissions of counsel for the Receiver, the Applicants, Segura Investments Ltd., 1392964 Ontario Limited and Tim Kwan (collectively, “**Segura**”), Harry Stinson in person, Toronto Standard Condominium Corporation 1703, and no one appearing for the other parties

served with the Receiver's Motion Record, although duly served as appears from the affidavit of service of Hannah Arthurs sworn June 16, 2009:

1. **THIS COURT ORDERS** that the Twelfth Report and the actions and activities of the Receiver as reported therein be and are hereby approved.
-

ED MIRVISH ENTERPRISES LIMITED
AND 1 KING WEST INC.

Applicants

and
STINSON HOSPITALITY INC.,
DOMINION CLUB OF CANADA
CORPORATION AND HARRY STINSON
Respondents

Court File No: 07-CL-6913

ONTARIO

SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto

ORDER

GOODMANS LLP
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capacity as receiver and manager and former monitor
of Stinson Hospitality Inc., Dominion Club of Canada
Corporation, The Suites at 1 King West Inc. and
2076564 Ontario Inc.

TAB 2

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

TWELFTH REPORT OF IRA SMITH TRUSTEE & RECEIVER INC.

**IN ITS CAPACITY AS COURT-APPOINTED RECEIVER OF
STINSON HOSPITALITY INC.,
DOMINION CLUB OF CANADA CORPORATION,
THE SUITES AT 1 KING WEST INC. AND
2076564 ONTARIO INC.**

DATED JUNE 16, 2009

1.0 INTRODUCTION

This report (the "**Twelfth Report**") is filed by Ira Smith Trustee & Receiver Inc. ("**ISI**") in its capacity as court-appointed receiver and manager (the "**Receiver**") of all of the assets, undertakings and properties of Stinson Hospitality Inc., Dominion Club of Canada Corporation, The Suites at 1 King West Inc. ("**Suites**") and 2076564 Ontario Inc. (collectively referred to as the "**Debtors**" or the "**Companies**"), appointed pursuant to an Order dated August 24, 2007 (the "**Receivership Order**") issued by the Honourable Madam Justice Pepall. A copy of the Receivership Order is attached as **Appendix "A"**.

On December 5, 2008, the Receiver filed its ninth report (the "**Ninth Report**"), which, *inter alia*, sought an Order for the implementation of a claims process by the Receiver in preparation for the distribution of the proceeds realized by the Receiver through the sale of the Debtors' assets, properties and undertakings to Toronto Standard Condominium Corporation No. 1703 (the "**Sale Proceeds**"). A copy of the Ninth Report (without exhibits) is attached hereto as **Appendix "B"**. All terms not otherwise defined herein have the meanings ascribed to them in the Ninth Report.

- 2 -

By Order dated December 11, 2008, a copy of which is attached as **Appendix "C"** (the "**Claims Process Order**"), the Court authorized and directed the Receiver to implement the Claims Process.

Pursuant to the Claims Process Order, the Receiver was required to review and assess the validity of only claims filed against the Receiver Parties and secured claims filed against the Debtors. On March 6, 2009, the Receiver filed its tenth report (the "**Tenth Report**") updating the Court on the actions and activities of the Receiver, including the conduct of the Claims Process by the Receiver. As detailed in the Tenth Report, the Receiver advised those who had advanced unsecured claims that the Receiver would consider and comment on their claims should the Court authorize a further review.

By Order dated March 11, 2009, the Court, *inter alia*, approved the Tenth Report (the "**Tenth Approval Order**"), a copy of which is attached as **Appendix "D"**.

As a result of the Claims Process, the Receiver made interim distributions to secured creditors as detailed in the Receiver's Tenth and Eleventh Reports which were approved by the Court.

Purpose of this Report

In seeking to wind up the Receivership, the Receiver has determined that there is \$142,247.88 in a bank account of the Suites (the "**Suites Funds**") that was not sold to Toronto Standard Condominium Corporation No. 1703 through the sale of the assets, properties and undertakings of the Debtors.

The purpose of this Twelfth Report is to advise this Honourable Court and to seek approval of:

- 3 -

1. this Twelfth Report and the actions and activities of the Receiver described herein; and
2. the implementation of a supplementary claims process for the Suites by the Receiver of the Suites Funds (the "Supplementary Claims Process").

2.0 Disclaimer

The Receiver has relied upon the financial records and financial statements of the Debtors, as well as other information supplied by management and employees of the Debtors, its accountants, appraisers, valuers, and other advisors. The Receiver's procedures did not constitute an audit or review engagement.

Therefore, the Receiver is unable to and does not express an opinion on any financial statements, or elements of accounts referred to in this Twelfth Report, or any of the attached Appendices forming part of this Twelfth Report. The Receiver's procedures and enquiries did not include verification work or constitute an audit in accordance with generally accepted auditing standards. In the event any of the information the Receiver relied upon was inaccurate or incomplete, the results of the Receiver's analysis could be materially affected. The Receiver reserves the right to review all calculations included or referred to in this Twelfth Report and, if the Receiver considers it necessary, to revise its calculations or conclusions in light of new information as such information becomes available.

3.0 BACKGROUND INFORMATION

In its capacity as Monitor and as Receiver, ISI has reported in detail to this Honourable Court on the nature of the Debtors' business operations and on the complexities of the legal structure and

- 4 -

relationships between each of the corporations comprising the Debtors. The Receiver refers the readers of this Twelfth Report to the previous receivership Reports and the Monitor's Reports for a complete overview of the business, its background and structure.

4.0 THE SUPPLEMENTARY CLAIMS PROCESS FOR THE SUITES

As detailed in the Ninth Report, the Receiver has already conducted a call for all claims against the Debtors and the Receiver Parties. Pursuant to the Claims Process Order, the Receiver was required to review and assess the validity of only claims made against the Receiver Parties and secured claims made against the Debtors. The review and assessment of unsecured claims was deferred pending a determination that there may be sufficient proceeds to support a distribution to unsecured creditors.

The Receiver has determined that \$142,247.88 being held in a bank account for the Suites is available for distribution to creditors of the Suites. None of the Proofs of Claim received for the Suites were for secured claims, and pursuant to paragraph 10 of the Claims Process Order, the Receiver now seeks this Honourable Court's advice and directions with respect to its proposal to conduct a review of the Proofs of Claim for the Suites' unsecured creditors.

The details of the Receiver's proposed Supplementary Claims Process for the Suites are outlined in the proposed form of Supplementary Claims Process Order, and include:

- The review by the Receiver of Proofs of Claim filed against the Suites;
- a procedure for advising creditors of the Supplementary Claims Process by mailing a Notice of Determination to creditors of the Suites (previously filed with the Receiver in accordance with the terms of the Claims Process Order); and

- a process by which a creditor may appeal to the Court an adverse determination of its claim by the Receiver.

A copy of the proposed form of Supplementary Claims Process Order is attached hereto as **Appendix "E"**.

5.0 CONCLUSIONS AND RECOMMENDATIONS

For the reasons set out in this Twelfth Report, the Receiver respectfully requests that this Honourable Court:

1. approve the Twelfth Report and the actions and activities of the Receiver described herein;
2. approve the carrying out of the Supplementary Claims Process as detailed in **Appendix "E"**; and
3. provide such other advice and directions that this Honourable Court deems appropriate in the circumstances.

All of which is respectfully submitted at Concord, Ontario this 16th day of June, 2009.

IRA SMITH TRUSTEE & RECEIVER INC.

solely in its capacity as the Court-Appointed Receiver of Stinson Hospitality Inc., Dominion Club of Canada Corporation, The Suites at 1 King West Inc., and 2076564 Ontario Inc. and not in its personal Capacity

Per: _____

President

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TAB A

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MADAM) FRIDAY, THE 24TH DAY
)
JUSTICE PEPALL) OF AUGUST, 2007

ED MIRVISH ENTERPRISES LIMITED AND 1 KING WEST INC.

Applicants

- and -

STINSON HOSPITALITY INC., DOMINION CLUB OF CANADA CORPORATION AND HARRY STINSON

Respondents



ORDER

THIS MOTION, made by the Applicants for an Order, *inter alia*, pursuant to section 101 of the *Courts of Justice Act*, R.S.O 1990 c. C.43, as amended (the "CJA") appointing Ira Smith Trustee & Receiver Inc. as receiver and manager (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of Stinson Hospitality Inc. ("SHI"), Dominion Club of Canada Corporation ("Club Corp."), The Suites at 1 King West Inc. ("The Suites") and 2076564 Ontario Inc. ("2076564") was heard this day at 393 University Avenue, Toronto, Ontario.

ON READING the motion record of the Applicants (the "Applicants' Motion Record"), the Affidavits of David Mirvish, sworn March 26, 2007, August 1, 2007, and August 16, 2007, the Affidavit of Hank Kates sworn August 16, 2007 the Affidavits of Harry Stinson sworn February 27, 2007, April 18, 2007, August 14, 2007, and August 17, 2007, the Affidavit of Camillo Casciato sworn June 5, 2007, the Affidavit of Steve O'Brien sworn August 17, 2007, the Affidavit of Robert Verdun sworn June 6, 2007, the Affidavit of Christopher Jaglowitz sworn

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August 14, 2007, the Affidavit of Johan Demeester sworn August 8, 2007, and the exhibits to the foregoing, the Minutes of Settlement dated April 20, 2007 between the Applicants, SHI and DCC, and the reports of Ira Smith Trustee & Receiver Inc. (the "Monitor"), court-appointed monitor of all of the assets, undertaking and property of SHI, Club Corp., The Suites and 2076564 (collectively, the "Companies") dated June 6, 2007, June 22, 2007, August 3, 2007 and August 16, 2007 and the exhibits thereto, and the Affidavit of David Mirvish sworn March 26, 2007 and the exhibits thereto, and on hearing the submissions of counsel for the Applicants, counsel for the Monitor, counsel for the Companies and Mr. Stinson, and counsel for Toronto Standard Condominium Corporation No. 1703 (the "Residential Condo") and Mr. Demeester, and on reading the consent of Ira Smith Trustee & Receiver Inc. to act as receiver:

SERVICE

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

APPOINTMENT AS RECEIVER

2. THIS COURT ORDERS that, pursuant to section 101 of the CJA, Ira Smith Trustee & Receiver Inc. (the "Receiver") is hereby appointed Receiver, without security, of all of the Companies' current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof, whether or not used in the hotel rental management and food and beverage program carried on at the premises known municipally as One King West, Toronto, Ontario (collectively, the "Property").

DISCHARGE OF MONITOR

3. THIS COURT ORDERS that the appointment of Ira Smith Trustee & Receiver Inc. as monitor of the Companies pursuant to the Order of Mr. Justice Campbell dated April 23, 2007, as amended by the Order of Mr. Justice Campbell dated June 7, 2007 and the Order of Mr. Justice Campbell dated June 26, 2007, in these proceedings be and the same be hereby terminated and that the actions and activities of the Monitor as described in its reports dated August 3, 2007 ~~and August 16, 2007~~ be and the same be hereby approved, and that the Monitor be and is hereby discharged and any claims of any nature whatsoever against the Monitor, in

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relation to its activities as Monitor (save in respect of gross negligence and wilful misconduct), shall be forever barred and extinguished and no proceedings alleging gross negligence or wilful misconduct shall be commenced against the Monitor without leave of the Court on notice to the Monitor.

RECEIVER'S POWERS

4. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- a) to take possession and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- b) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- c) to manage, operate and carry on the hotel management and food and beverage businesses of the Companies (collectively, the "**Business**"), including the power and authority to enter into any agreements or incur any obligations in the ordinary course of such Business, to cease to carry on all or any part of such Business, or to perform or cease to perform any contracts of the Companies;
- d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the powers and duties conferred by this Order;
- e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the Business of the Companies or any part or parts thereof;

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- f) to receive and collect all monies and accounts now owed or hereafter owing to the Companies and to exercise all remedies of the Companies in collecting such monies, including, without limitation, to enforce any security held by the Companies in relation to the Business;
- g) to settle, extend or compromise any indebtedness owing to the Companies in relation to the Business;
- h) to execute, assign, issue and endorse documents of whatever nature in respect of any or all of the Property, whether in the Receiver's name or in the name and on behalf of the Companies, for any purpose pursuant to this Order;
- i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Companies in relation to the Business;
- j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Companies in relation to the Business, the Property or the Receiver, and to settle or compromise any such proceedings. *notice of such settlement will be provided by the receiver to Mr. Jacques, counsel to Mr. Brinson. + the companies in receivership SUP* The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- k) subject to the terms of this Order, to market any or all of the Business or the Property, including advertising and soliciting offers in respect of the Business or the Property, or any part or parts thereof, and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- l) to sell, convey, transfer, lease, assign or refinance the Business or the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$500,000, provided that the aggregate consideration for all such transactions does not exceed \$1 million; and

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- (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply;

- m) subject to the terms of this Order, to apply for any vesting order or other orders necessary to convey the Business or the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- n) to report to, meet with and enter into discussions with such affected Persons (as defined below) as the Receiver deems appropriate concerning all matters relating to the Business, the Property or the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Companies;
- q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Companies, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Companies in relation to the Business;
- r) to exercise any shareholder, partnership, joint venture or other rights which the Companies may have, including, without limitation, any rights of the Companies in connection with or pursuant to (i) the declaration, by-laws or other constating

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documents of the Residential Condo or Toronto Standard Condominium Corporation No. 1726 (the "Commercial Condo"), (ii) the reciprocal agreement made with effect as of September 9, 2005 between the Residential Condo, the Commercial Condo and 1 King West Inc., as assigned and assumed pursuant to an assignment and assumption of reciprocal agreement dated as of March 6, 2006, and (iii) the lease operating agreement dated the 18th day of November, 2005 between the Residential Condo and Commercial Condo; and

s) to take any steps reasonably incidental to the exercise of these powers,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Companies, and without interference from any other Person.

5. THIS COURT ORDERS that the Receiver, in operating the Business of The Suites, subject to further of this Court, is hereby authorized and directed to make distributions to residential condominium unit owners who participate in the hotel program, all pursuant to existing arrangements between the Companies and such condominium units owners.

6. THIS COURT ORDERS that the Receiver shall, on or before September 4, 2007, determine which parties should receive notice in the event that the Applicants wish to seek the vesting order contemplated in the Applicants' Motion Record.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

7. THIS COURT ORDERS that (i) the Companies; (ii) all of the Companies' current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf; (iii) Harry Stinson, Stinson Properties Inc. and all companies related to, or affiliated with, any of the Companies; (iv) the Residential Condo and all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf; (v) the Commercial Condo and all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf; (vi) the Applicants and all entities related to, or affiliated with, any of the Applicants; and (vii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice

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of this Order (all of the foregoing, collectively being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

8. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the Business or other affairs of the Companies, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 8 or any other paragraph of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

9. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

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NO PROCEEDINGS AGAINST THE RECEIVER

10. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE COMPANIES OR THE PROPERTY

11. THIS COURT ORDERS that no Proceeding against or in respect of any aspect of the Companies, the Business or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Companies (in respect of any aspect of the Business) or the Property are hereby stayed and suspended pending further Order of this Court. For greater certainty, nothing in this Order shall prevent the continuation of the proceeding Court File No. 07-CV-329252PD1.

NO EXERCISE OF RIGHTS OR REMEDIES

12. THIS COURT ORDERS that all rights and remedies against the Companies in relation to the Business, the Receiver, or affecting the Property are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this paragraph shall (i) empower the Receiver or the Companies to carry on any business which the Companies are not lawfully entitled to carry on, (ii) exempt the Receiver or the Companies from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

13. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Companies, without written consent of the Receiver or leave of this Court.

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CONTINUATION OF SERVICES

14. THIS COURT ORDERS that all Persons having oral or written agreements with the Companies in relation to the Business or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Companies in relation to the Business are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Companies' current telephone numbers, facsimile numbers, internet addresses and domain names in relation to the Business, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Companies or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

15. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever in relation to the Business, including without limitation, the sale or refinancing of all or any of the Business or the Property (in accordance with, and subject to the provisions of this Order) and the collection of any accounts receivable in relation to the Business in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court. Nothing herein shall prevent the Receiver from continuing with existing banking arrangements, subject to the Receiver maintaining management and control over existing bank accounts.

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EMPLOYEES

16. THIS COURT ORDERS that all employees of the Companies in relation to the Business shall remain the employees of the Companies until such time as the Receiver, on the Companies' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts, other than such amounts as the Receiver may specifically agree in writing to pay, or such amounts as may be determined in a Proceeding before a court or tribunal of competent jurisdiction.

17. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Business or the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Business or the Property in accordance with, and subject to, the balance of the provisions of this Order (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any part of the Business or the Property shall be entitled to continue to use the personal information provided to it, and related to the Business or the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Companies, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

18. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the

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Canadian Environmental Protection Act, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

19. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the *Bankruptcy and Insolvency Act* or by any other applicable legislation.

RECEIVER'S ACCOUNTS

20. THIS COURT ORDERS that any expenditure or liability which shall properly be made or incurred by the Receiver, including the fees of the Receiver and the fees and disbursements of its legal counsel, incurred at the standard rates and charges of the Receiver and its counsel, shall be allowed to it in passing its accounts and shall form a first charge on the Business and the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person (the "**Receiver's Charge**").

21. THIS COURT ORDERS the Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

22. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

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FUNDING OF THE RECEIVERSHIP

23. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Business and the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge.

24. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

25. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

26. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a pari passu basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

GENERAL

27. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

28. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Companies.

~~29. THIS COURT ORDERS that this Order shall apply notwithstanding the pendency of any other proceedings involving any of the Companies and the provisions of any federal or provincial statute, and any and all steps taken by the Receiver pursuant to this Order shall be valid as against any and all parties including any trustee in bankruptcy that may be appointed in respect of any of the Companies.~~ ✓

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

31. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

~~32. THIS COURT ORDERS that the Applicants shall have their costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Applicants' security or, if not so provided by the Applicants' security, then on a substantial indemnity basis to be paid by the Receiver from the Companies' estate with such priority and at such time as this Court may determine.~~ ✓

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33. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

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

AUG 28 2007

PER/PAR:

[Signature]

[Signature]

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SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Ira Smith Trustee & Receiver Inc., the receiver and manager (the "Receiver") of the assets, undertakings and properties of Stinson Hospitality Inc., Dominion Club of Canada Corporation, The Suites at 1 King West Inc. and 2076564 Ontario Inc. appointed by Order of the Ontario Superior Court of Justice (the "Court") dated the 24th day of August, 2007 (the "Order") made in an action having Court file number 07-CL-6913, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

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to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property (as defined in the Order) as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 2007

Ira Smith Trustee & Receiver Inc., solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal capacity

Per: _____

Name:
Title:

SM

ED MIRVISH ENTERPRISES LIMITED AND
1 KING STREET WEST INC.

Applicants

STINSON HOSPITALITY INC., DOMINION
CLUB OF CANADA CORPORATION AND
HARRY STINSON

Respondents

- and -

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

ORDER

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Solicitors for the Applicants

TAB B

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

NINTH REPORT OF IRA SMITH TRUSTEE & RECEIVER INC.

**IN ITS CAPACITY AS COURT-APPOINTED RECEIVER OF
STINSON HOSPITALITY INC.,
DOMINION CLUB OF CANADA CORPORATION,
THE SUITES AT 1 KING WEST INC. AND
2076564 ONTARIO INC.**

DATED DECEMBER 5, 2008

1.0 INTRODUCTION

This report (the "**Ninth Report**") is filed by Ira Smith Trustee & Receiver Inc. ("**ISI**") in its capacity as court-appointed receiver and manager (the "**Receiver**") of all of the assets, undertakings and properties of Stinson Hospitality Inc. ("**SHI**"), Dominion Club of Canada Corporation ("**DCC**"), The Suites at 1 King West Inc. ("**Suites**") and 2076564 Ontario Inc. ("**Housekeeping**") (collectively referred to as the "**Debtors**" or the "**Companies**"), appointed pursuant to an Order dated August 24, 2007 (the "**Receivership Order**") issued by the Honourable Madam Justice Pepall. A copy of the Receivership Order is attached as **Exhibit "A"**.

The Receiver filed its first report (the "**First Report**") on October 1, 2007. The First Report was approved by the Honourable Madam Justice Pepall by Order dated October 5, 2007 (the "**First Approval Order**").

The Receiver filed its Second Report to Court on October 22, 2007 (the "**Second Report**") and its Supplementary Report to the Second Report on October 23, 2007 (the "**Supplementary**").

Second Report). Certain of the Receiver's recommendations in the Second Report were approved by the Honourable Madam Justice Pepall by Order dated October 24, 2007 (the "**Second Approval Order**"). However, the approval of the Receiver's accounts, and those of its legal counsel, Goodmans LLP ("**Goodmans**"), and of the Receiver's actions and activities, all as detailed in the Second Report, was adjourned to permit counsel for Toronto Standard Condominium Corporation No. 1703 ("**TSCC 1703**" or the "**residential condo corporation**") an opportunity to review the Second Report. A return date of November 14, 2007 was established for the scheduling of any issues in that regard. The Second Approval Order approved all of the relief requested at that time by the Receiver, other than for the aforesaid actions, activities and accounts.

The Receiver filed its Third Report on December 28, 2007 (the "**Third Report**"). The Third Report and the balance of the matters not approved by the Second Approval Order were approved by the Honourable Madam Justice Pepall by Order dated January 9, 2008 (the "**Third Approval Order**").

The Receiver filed its fourth report (the "**Fourth Report**") on January 18, 2008. The Fourth Report dealt only with the Receiver's motion for approval of the proposed sales process for the assets, properties and undertakings of the Debtors (the "**Sales Process**"). The Fourth Report, with some minor amendments, was approved by the Honourable Madam Justice Pepall by Order dated January 24, 2008 (the "**Fourth Approval Order**").

The Receiver filed its fifth report (the "**Fifth Report**") on January 31, 2008. The Fifth Report provided an update on the status of the improving Hotel operations as at December 31, 2007, advised of the Receiver's position concerning both the amended motion of Unite Here Local 75

(the "Union") and the rectification application of Segura Investments Ltd., 1392964 Ontario Limited and Tim Kwan (collectively "Segura") as of that date (the "Segura Application"), and supported the Receiver's motion for approval of the proposed sales process for the assets, properties and undertakings of the Debtors. The Fifth Report was approved by the Honourable Madam Justice Pepall by Order dated February 19, 2008 (the "Fifth Approval Order").

On April 4, 2008, the Receiver filed its Supplementary Fifth Report and its Second Supplementary Fifth Report in connection with the Segura application and the Union motion, respectively. A settlement of the Union motion was achieved and approved by the Honourable Madam Justice Pepall by Order dated April 9, 2008. The Honourable Madam Justice Pepall, by Endorsement dated May 26, 2008, ordered that the Segura application be heard on June 27, 2008, and she approved a schedule for the delivery of facta by the various interested parties.

The Receiver filed its sixth report (the "Sixth Report") on June 13, 2008. The Sixth Report provided an update on the status of the hotel operations and advised of the ongoing actions and activities of the Receiver including the settlement reached between the Receiver and the Union in connection with the Union's amended motion, the status of the Segura application and the sale process. The Sixth Report was approved by the Honourable Madam Justice Pepall by Order dated July 11, 2008 (the "Sixth Approval Order").

The Receiver filed its seventh report (the "Seventh Report") on September 9, 2008. The Seventh Report detailed the information concerning the Sales Process, including a copy of the Asset Purchase Agreement dated August 29, 2008 between the Receiver as vendor and TSCC 1703 as purchaser ("APA"), as well as other details of the Receiver's ongoing actions and activities. On September 11, 2008, the Receiver filed a supplementary report to the Receiver's

Seventh Report (the "**Supplementary Seventh Report**") updating the Court with respect to two matters covered in the Receiver's Seventh Report. The Receiver's Seventh Report was approved by the Honourable Madam Justice Pepall by Order dated September 16, 2008 (the "**Seventh Approval Order**"). A copy of the Seventh Approval Order is attached hereto as **Exhibit "B"**.

On October 28, 2008, the Receiver filed its eighth report (the "**Eighth Report**") in connection with its motion to strike the Statement of Defence purported to have been delivered and filed on behalf of Stinson Hospitalities Inc. in the Segura Application. By Order dated October 31, 2008, the Honourable Madam Justice Pepall ordered that the Statement of Defence filed by Harry Stinson on behalf of SHI be struck out. A copy of the Eighth Report is attached hereto as **Exhibit "C"**.

Purpose of this Report

The purpose of this Ninth Report is to advise this Honourable Court and to seek approval of:

1. The Eighth Report, this Ninth Report and the actions and activities of the Receiver, since the date of its Seventh Report including the closing of the sale of the hotel business of the Debtors to TSCC 1703;
2. the settlement of the Segura Application among Segura, the Receiver, EME and Harry Stinson;
3. the implementation of a claims process by the Receiver in preparation for distribution of the proceeds of sale; and
4. the statement of receipts and disbursements of the Receiver for the Debtors from August 27, 2007 to November 30, 2008.

The Receiver normally includes in its Reports to Court an update on the financial position of the Debtors operating in receivership for the nearest fiscal period just ended since the date of the Receiver's last Report to Court providing such financial information.

Given the completion of the sale of the hotel business of the Debtors to TSCC 1703 effective December 1, 2008 (further discussed below), and that the books of account of the Debtors have not yet been closed off at the date of this Ninth Report, the Receiver will not report on such operations in this Ninth Report, but will do so for the entire receivership period in the next Report to Court.

2.0 Disclaimer

The Receiver has relied upon the financial records and financial statements of the Debtors, as well as other information supplied by management and employees of the Debtors, its accountants, appraisers, valuers, and other advisors. Our procedures did not constitute an audit or review engagement.

Therefore, the Receiver is unable to and does not express an opinion on any financial statements, or elements of accounts referred to in this Ninth Report, or any of the attached Appendices or Exhibits forming part of this Ninth Report. Our procedures and enquiries did not include verification work or constitute an audit in accordance with generally accepted auditing standards. In the event any of the information we relied upon was inaccurate or incomplete, the results of our analysis could be materially affected. We reserve the right to review all calculations included or referred to in this Ninth Report and, if we consider it necessary, to revise our calculations or conclusions in light of new information as such information becomes available.

3.0 BACKGROUND INFORMATION

In its capacity as Monitor and as Receiver, ISI has reported in detail to this Honourable Court on the nature of the Debtors' business operations and on the complexities of the legal structure and relationships between each of the corporations comprising the Debtors. The Receiver refers the readers of this Ninth Report to the previous receivership Reports and the Monitor's Reports for a complete overview of the business, its background and structure.

4.0 ACTIVITIES OF THE RECEIVER

Since its Seventh Report, the major activities undertaken by the Receiver can be summarized as follows:

- Continued CK's retainer to oversee the day-to-day hotel operations, in accordance with the Interim Management Agreement contained in the First Report as approved by this Honourable Court.
- Continued to provide overall financial controls over the Hotel Operations and to deal with issues arising from the receivership, including creditor, unit owner and other stakeholder inquiries.
- Continued dialogue with the Applicants or its legal counsel concerning the Sales Process and Hotel Operations, under terms of a confidentiality arrangement, and regarding the Segura settlement conference (discussed below).
- Maintaining unit owners' distributions in accordance with existing Rental Management Agreements.

- Meetings and discussions between representatives of the Receiver, the Board of Directors of TSCC 1703 and respective legal counsel in connection with the sale of the assets, properties and undertakings of the Companies to TSCC 1703 (or its assignees), as approved by this Honourable Court in the Seventh Approval Order.
- Involvement in the Segura Application and its ultimate settlement (subject to the Court approval) among Segura, the Receiver, Ed Mirvish Enterprises Ltd. ("EME"), 1 King West Inc. ("IKW") and Harry Stinson, including the attendance at the Settlement Conference (as defined below) on November 19, 2008.
- Dealing with various staffing, tax and operational matters.

5.0 SEGURA, 1392964 AND KWAN

In its capacities as Monitor and as Receiver, ISI obtained and reviewed documentation relating to a purported loan by Segura to SHI in the total amount of \$1.4M (the "**Segura Loan**"), including obtaining a copy of the Loan Agreement and corresponding security documentation purporting to grant security to Segura by SHI and Stinson in the form of: (a) an assignment by SHI and Stinson of their rights to the per unit fee due to SHI under certain Rental Management Agreements (the "**Fixed Fee Assignment**"); and (b) a General Security Agreement (the "**GSA**").

In its Third Report dated December 27, 2007, the Receiver advised that it had received a legal opinion from its counsel that Segura was an unsecured creditor of SHI and that Tim Kwan had been granted a security interest without any underlying indebtedness to support the granting of such security. Moreover, there had been no perfection of the GSA, and the *Personal Property*

Security Act registration in favour of Segura in what appeared to be the Fixed Fee Assignment could not perfect the security in favour of Tim Kwan.

In response to the Receiver's Third Report, Segura sought to commence the Segura Application seeking rectification of the Loan Agreement and the schedules thereto, and an order determining the validity, perfection and priority of the security. By Endorsement dated February 5, 2008, Madam Justice Pepall granted Segura leave to proceed with the Segura Application and joined the Receiver as a party to the Segura Application. A copy of the February 5, 2008 Endorsement of Pepall, J. is attached hereto as **Exhibit "D"**.

The Segura Application was heard on June 27, 2008 before Madam Justice Pepall. By Order dated July 11, 2008, attached hereto as **Exhibit "E"**, Madam Justice Pepall ordered a trial of the rectification issue. Accordingly, and pursuant to a Court-ordered timetable, pleadings were exchanged, affidavits of documents provided and cross examinations conducted on affidavit evidence.

Pursuant to an order of the Court dated November 3, 2008, a copy of which is attached hereto as **Exhibit "F"**, the Receiver participated in a settlement conference before the Honourable Mr. Justice Campbell on November 19, 2008 in respect of the Segura Application (the "**Settlement Conference**"). Counsel and client representatives of Segura, the Receiver, EME and 1KW attended. Mr. Harry Stinson (in his personal capacity) and counsel for Brian Kwan were also in attendance.

At the Settlement Conference the parties were able to reach an agreement to settle the Segura Application which Mr. Justice Campbell found to be "a fair and reasonable compromise" in all of the circumstances. A copy of the endorsement of Campbell J. dated November 19, 2008 is

attached hereto as **Exhibit "G"**. A copy of the parties' minutes of settlement dated November 19, 2008 ("**Minutes of Settlement**") are attached hereto as **Exhibit "H"**.

By the Minutes of Settlement, the parties agree that the Segura Application will be allowed on the following basis:

- (i) the amount of \$600,000 (of the total \$1.4M, plus interest and costs, originally sought by Segura) will be allowed as a secured claim for Segura in the estate of SHI (the "**Segura Secured Amount**");
- (ii) a further amount of \$800,000 will be allowed to Segura as an unsecured claim in the estate of SHI (the "**Segura Unsecured Amount**");
- (iii) the parties will each bear their own costs with respect to the Segura Application;
- (iv) Segura will not pursue any further claim against either of SHI or DCC, or the Receiver in the Segura Application or at all; and
- (v) Segura will deliver a Release in favour of the Receiver, EME and IKW

(the "**Segura Settlement**").

Additionally, the parties to the Segura Settlement further agreed that all payments under the Settlement would be subject to the payment of all priority items, such as the Receiver's operating costs, fees and disbursements and borrowings. Therefore, the remaining available proceeds would be distributed in the following manner: (1) the first \$300,000 of the Segura Secured Amount would rank *pari passu* with EME's security (in the amount of \$12,860,000); and (2) the

second \$300,000 of the Segura Secured Amount would rank as second in priority to EME's security. It was also agreed by the parties that the Segura Unsecured Claim, together with the unsatisfied balance of EME's claim, would be dealt with together with all of the other unsecured creditors of SHI, DCC, Suites and Housekeeping.

In reaching the agreed upon allocation, the Receiver and the parties were cognizant that, pursuant to the terms of the APA, TSCC 1703 had agreed to purchase the assets of the Debtors for \$13.9 million in cash (subject to normal adjustments for transactions of this nature) ("Sale Proceeds").

In Section 6.0 of this Ninth Report below, the Receiver outlines additional considerations which it took into account prior to concluding that the Segura Settlement was fair and reasonable in the circumstances, in order for the Receiver to have to agreed at the Settlement Conference to support the Settlement and recommend its approval by this Honourable Court.

6.0 ALLOCATION OF THE SEGURA SETTLEMENT

Accordingly, subject to the payment of priority creditor claims including those disclosed by the claims process detailed below in paragraph 8.0, including the Receiver's fees and disbursements, the parties to the Segura Application agreed to the allocation of the Segura Settlement on the following basis:

Description of Allocation of Funds (in order of distribution priority)		Amount
1.	Valid post-filing claims, including the Receiver's fees and disbursements, which rank in priority to secured creditors' claims	[\$Amount to be determined]
2	Ranked <i>pari passu</i> , funds in the amount of \$12,860,000 allocated to EME's security with respect to certain assets of SHI and DCC; and funds in the amount of \$300,000	\$13,160,000.00

	allocated to the first tranche of the Segura Secured Claim.	
3	The second tranche of the Segura Secured Claim	\$300,000.00
4	Remaining Funds to be distributed rateably among all unsecured creditors of SHI, DCC, Suites and Housekeeping, including the unsatisfied balance of EME's claim and the Segura Unsecured Claim.	[\$Amount to be determined]

The Receiver recommends the approval of the Segura Settlement, including the above allocation. In recommending the approval of the Segura Settlement, the Receiver has considered the following factors:

- (i) the Segura Settlement was reached with the agreement of all of the parties, including EME and IKW, which hold security over substantial assets of the Debtors;
- (ii) the Segura Settlement was negotiated with the parties' knowledge that approximately \$13.9M in Sale Proceeds would be available, subject to valid post-filing claims, including the Receiver's fees and disbursements and possible claims disclosed in a claims process;
- (iii) the Segura Settlement was reviewed and considered by the Honourable Justice Campbell and found to be fair and reasonable in all of the circumstances;
- (iv) the Receiver engaged in extensive due diligence in respect of the Segura Application and the alleged loan transaction, including engaging in documentary and oral discovery;

- 12 -

- (v) At this time, to the Receiver's knowledge and subject to the Claims Process, DCC and SHI are the only Companies with creditors. Housekeeping does not have any known creditors; and the funds received by Suites are used to pay the obligations of other Debtors, Suites itself does not have any independent creditors;
- (vi) Prior to the approval of the Sale Transaction, TSCC 1703 and EME agreed to an allocation of at least \$11.9M to EME's security. Indeed, TSCC 1703 in fact, allocated a value of \$13 million to the real estate alone in connection with the closing of the Sale Transaction;
- (vii) In its allocation of the purchase price, a copy of which is attached as **Exhibit "I"**, TSCC 1703 also allocated a value of \$314,000.00 to various kinds of equipment, such equipment would primarily have belonged to either DCC or SHI, and the further breakdown of value between these two estates is unclear at this time;
- (viii) TSCC 1703 was not a party to the Segura Application or the Segura Settlement and was not aware of the terms of the Segura Settlement, including the proposed allocation, at the time TSCC 1703 determined its allocation of the purchase price;
- (ix) If a reasonable settlement could not be achieved, then the matter was already set for trial for December 1 and 2 before Madam Justice Pepall. The Receiver's involvement would be a cost which would ultimately have been borne by the receivership estate;

- 13 -

- (x) Even if successful at the rectification hearing, there was substantial conflicting, questionable or missing information, in the Receiver's view, as to whether Segura could prove advances under its rectified security to SHI. Notwithstanding that Segura was finally able to satisfy the Receiver that it made advances, in the Receiver's view, there were other issues raised as to whether there was a proper advance for which SHI would be liable. Therefore, the Receiver could have been in the position before this Honourable Court of having participated in lengthy and costly proceedings leading to rectification, only to be back before this Honourable Court arguing that Segura is not entitled to any recovery as a secured creditor or even as an unsecured creditor of SHI, given that no advances were proven to have been made to SHI.

The Receiver was concerned that the costs of these applications could seriously reduce the Net Sale Proceeds for distribution to creditors, including EME and 1KW who were also supportive of the Segura Settlement; and

- (xi) With the sale of the hotel business of the Debtors to TSCC 1703 scheduled for completion in only two weeks, the Receiver recognized that, as it would no longer be managing the business of the Companies, it would no longer be receiving the management fees and other revenues that had been used to fund the receivership administration. Therefore, if settlement was not reached, the Receiver would be funding the ongoing litigation from the Sale Proceeds. This would again have the effect of reducing the ultimate distribution at the costs of creditors lawfully entitled to the money.

- 14 -

For the reasons disclosed herein, the Receiver believes that the Segura Settlement is in the best interests of the stakeholders in this receivership administration and, accordingly, recommends that the Segura Settlement be approved by this Honourable Court.

7.0 SALE TO TSCC 1703

Pursuant to the APA, TSCC 1703 agreed to purchase the property, assets and undertakings of the Debtors for a purchase price of \$13.9 million cash (the "Sale Transaction"). On December 1, 2008 the Sale Transaction closed in escrow. The escrow terms were lifted on December 2, 2008 and the Sale Transaction was completed.

As a result of adjustments for items contemplated in the APA, the net closing proceeds received by the Receiver totalled \$13,604,657.79 (the "Net Sale Proceeds"). A copy of the Estimated Statement of Adjustments (as defined in the APA) is attached hereto as **Exhibit "J"**.

Shortly prior to closing, TSCC 1703's counsel shared with the Receiver's counsel realty tax certificates which they had obtained indicating that the approximate amount of \$410,000 was outstanding on account of 2007 and 2008 realty taxes for real property being conveyed by the Receiver to the TSCC 1703. In order to allow for the scheduled closing, it was agreed that Goodmans would provide its undertaking to pay the full amount of this obligation from the Net Sale Proceeds prior to releasing any such funds to the Receiver. In connection therewith, the Receiver obtained a credit for the month of December's taxes.

On December 2, 2008, the Receiver's Certificate was filed with this Honourable Court, all escrow conditions were satisfied, the registrations of the real property were completed, and the transaction closed. On December 3, 2008, Goodmans paid the realty taxes noted above and

transferred to the Receiver the amount of \$13,192,064.67, being the Net Sale Proceeds, net of the realty tax payment. On the same day, the Receiver invested the amount of \$12,800,000.00 in an interest-bearing term deposit, and retained the balance to assist in the funding of the payment of the fees and expenses of both the Receiver and Goodmans, as disclosed below in sections 9.0 and 10.0 of this Ninth Report. Any funds not so required will be invested in an interest-bearing term deposit pending the ultimate distribution of funds.

8.0 THE CLAIMS PROCESS

As a result of the successful completion of the Sale Transaction, the Receiver will soon be in a position to distribute the Net Sale Proceeds to the creditors who are entitled to receive them. In order to ensure that all relevant claims to the proceeds have been made and assessed for validity, quantum and priority, the Receiver intends to conduct a call for creditor claims (the "**Claims Process**") in respect of the Debtors and the Receiver (in both its capacity as Court-appointed monitor and Court-appointed receiver), any of its directors, officers, employees, agents, Ira Smith in his personal capacity, or Goodmans, and any partners or employees thereof (the "**Receiver Parties**").

The Receiver intends to call for all claims, whether secured or unsecured. However, until the Receiver is able to determine the sufficiency of the Net Sale Proceeds, it intends to defer any determination of quantum or value of the unsecured claims received. Once all of the claims against Court-ordered charges contained in the Initial Order and other secured creditor claims have been addressed, the Receiver will then consider the unsecured claims.

The details of the Receiver's proposed Claims Process are outlined in the proposed form of Claims Process Order, and include:

- a procedure for advising creditors of the Claims Process by mailing proof of claim documents to known creditors and by advertising on two separate days seeking claims in the National Edition of the Globe and Mail;
- the manner in which creditor proofs of claim are to be delivered to the Receiver;
- a proposed claims bar date of January 31, 2009; and
- a process by which a creditor may appeal to the Court an adverse determination of its claim by the Receiver.

A copy of the proposed form of Claims Process Order is attached hereto as **Exhibit "K"**.

9.0 FEES AND DISBURSEMENTS OF THE RECEIVER

Attached hereto as **Exhibit "L"** is the Affidavit of Mr. Ira Smith, President of ISI, attesting to the fees and disbursements of the Receiver for the period from August 1, 2008 to December 2, 2008, inclusive.

10.0 FEES AND DISBURSEMENTS OF GOODMAN'S LLP

Attached hereto as **Exhibit "M"** is the Affidavit of Mr. L. J. Latham, a Partner of Goodmans, attesting to the fees and disbursements of Goodmans for the period from July 18, 2008 to December 2, 2008.

11.0 RECEIVER'S STATEMENT OF RECEIPTS AND DISBURSEMENTS

The consolidated statement of receipts and disbursements of the Receiver for the period from August 25, 2007 to November 30, 2008 is attached hereto as **Exhibit "N"**.

12.0 CONCLUSIONS AND RECOMMENDATIONS

For the reasons set out in this Ninth Report, the Receiver respectfully requests that this Honourable Court:

1. approve the Eighth Report, the Ninth Report and the actions and activities of the Receiver described therein;
2. approve the fees and disbursements of the Receiver and of Goodmans as detailed in Exhibits "L" and "M";
3. approve the carrying out of the Claims Process as detailed in Exhibit "K";
4. approve the Segura Settlement; and
5. provide such other advice and directions that this Honourable Court deems appropriate in the circumstances.

All of which is respectfully submitted at Toronto, Ontario this 5th day of December, 2008.

IRA SMITH TRUSTEE & RECEIVER INC.

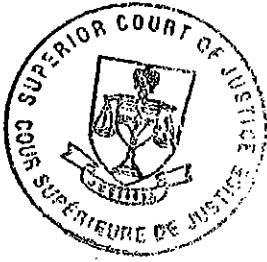
solely in its capacity as the Court-Appointed Receiver
of Stinson Hospitality Inc., Dominion Club of Canada Corporation,
The Suites at 1 King West Inc., and 2076564 Ontario Inc. and not in its
personal Capacity

Per:



President

TAB C



Court File No. 07-CL-6913

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

THE HONOURABLE MADAM
JUSTICE PEPALL

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THURSDAY, THE 11TH DAY
OF DECEMBER, 2008

ED MIRVISH ENTERPRISES LIMITED AND 1 KING WEST INC.

Applicants

- and -

**STINSON HOSPITALITY INC., DOMINION CLUB OF CANADA CORPORATION
AND HARRY STINSON**

Respondents

ORDER

THIS MOTION, made by Ira Smith Trustee & Receiver Inc. (the "**ISI**"), in its capacity as court-appointed receiver and manager (the "**Receiver**") of all of the assets, undertakings and properties of Stinson Hospitality Inc. ("**SHI**"), Dominion Club of Canada Corporation ("**DCC**"), The Suites at 1 King West Inc. (the "**Suites**") and 2076564 Ontario Inc. ("**Housekeeping**") (collectively, the "**Debtors**"), for an Order substantially in the form attached as Schedule B to the Receiver's Notice of Motion at Tab 1 of the Receiver's Motion Record (the "**Receiver's Motion Record**") herein was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Ninth Report of the Receiver dated December 5, 2008, filed, and upon hearing the submissions of counsel for the Receiver, the Applicants, Segura Investments Ltd., 1392964 Ontario Limited and Tim Kwan (collectively, "**Segura**"), Harry Stinson in person,

Toronto Standard Condominium Corporation 1703, and no one appearing for the other parties served with the Receiver's Motion Record, although duly served as appears from the affidavit of service of Lauren Butti sworn December 5, 2008:

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Motion Record be and it is hereby abridged, that the Motion is properly returnable today, that the service, including the manner of service, of the Motion Record is hereby approved and that any requirement for service of the Motion Record upon any party, other than those served, is hereby dispensed with.

EIGHTH REPORT

2. **THIS COURT ORDERS** that the Eighth Report and the actions of the Receiver as reported therein be and are hereby approved.

NINTH REPORT

3. **THIS COURT ORDERS** that the Ninth Report and the actions and activities of the Receiver as reported therein be and are hereby approved.
4. **THIS COURT ORDERS** that the Receiver's fees and disbursements from August 1, 2008 to December 2, 2008, and the fees and disbursements of its legal counsel, Goodmans LLP, from July 18, 2008 to December 2, 2008, all as detailed in the Ninth Report, be and are hereby approved.

MINUTES OF SETTLEMENT

5. **THIS COURT ORDERS** that the settlement of the application commenced by Segura, Court File No. 08-CL-7368, and the Minutes of Settlement executed by the Receiver, Segura, the Applicants and Harry Stinson, effecting the settlement be and are hereby approved.



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

DEC 11 2008

PER/PAR:

ED MIRVISH ENTERPRISES LIMITED and STINSON HOSPITALITY INC.,
AND 1 KING WEST INC. and DOMINION CLUB OF CANADA
CORPORATION AND HARRY STINSON

Applicants Respondents

Applicants

ONTARIO

SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto

ORDER

GOODMANS LLP

Barristers & Solicitors
Suite 2400, Box 20
250 Yonge Street
Toronto, Canada M5B 2M6

Fred Myers (LSUC#26301A)
L. Joseph Latham (LSUC#32326A)
Laruen Butti (LSUC#47083W)
Tel: 416-979-2211
Fax: 416-979-1234

Counsel to Ira Smith Trustee & Receiver Inc., in its capacity as receiver and manager and former monitor of Stinson Hospitality Inc., Dominion Club of Canada Corporation, The Suites at 1 King West Inc. and 2076564 Ontario Inc.

TAB D



Court File No. 07-CL-6913

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

THE HONOURABLE MADAM
JUSTICE PEPALL

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WEDNESDAY, THE 11TH DAY
OF MARCH, 2009

ED MIRVISH ENTERPRISES LIMITED AND 1 KING WEST INC.

Applicants

- and -

**STINSON HOSPITALITY INC., DOMINION CLUB OF CANADA CORPORATION
AND HARRY STINSON**

Respondents

ORDER

THIS MOTION, made by Ira Smith Trustee & Receiver Inc. (the "**ISI**"), in its capacity as court-appointed receiver and manager (the "**Receiver**") of all of the assets, undertakings and properties of Stinson Hospitality Inc. ("**SHI**"), Dominion Club of Canada Corporation ("**DCC**"), The Suites at 1 King West Inc. (the "**Suites**") and 2076564 Ontario Inc. ("**Housekeeping**") (collectively, the "**Debtors**"), for an Order substantially in the form attached as Schedule A to the Receiver's Notice of Motion at Tab 1 of the Receiver's Motion Record (the "**Receiver's Motion Record**") herein was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Tenth Report of the Receiver dated March 3, 2008, filed, and upon hearing the submissions of counsel for the Receiver, counsel for the Applicants, counsel for Segura Investments, counsel for J. Robert Verdun, and no one appearing for the other parties

✓ Harry Stinson ✓ 870

served with the Receiver's Motion Record, although duly served as appears from the affidavit of service of Lauren Butti sworn March 3, 2009:

SERVICE

8270

✓ 1. ~~THIS COURT ORDERS that the time for service of the Motion Record be and it is hereby abridged, that the Motion is properly returnable today, that the service, including the manner of service, of the Motion Record is hereby approved and that any requirement for service of the Motion Record upon any party, other than those served, is hereby dispensed with.~~ ✓

TENTH REPORT

- 2. THIS COURT ORDERS that the Tenth Report and the actions and activities of the Receiver as reported therein be and are hereby approved.
- 3. THIS COURT ORDERS that the Receiver's fees and disbursements from December 2, 2008 to February 27, 2009, and the fees and disbursements of its legal counsel, Goodmans LLP, from December 2, 2008 to February 28, 2009, all as detailed in the Tenth Report, be and are hereby approved.

INTERIM DISTRIBUTION

- 4. THIS COURT ORDERS that the Receiver distribute \$6,000,000.00 from the proceeds of realization of the assets of the Debtors that are in its possession the following amounts:
 - a. to Ed Mirvish Enterprises Limited the amount of \$5,863,221.88 on account of its secured claim; and

- b. to Segura Investments Ltd. the amount of \$136,778.12 on account of its secured claim.
5. **THE COURT ORDERS** that the distributions made pursuant to paragraph 4 above shall be partial payments to the recipients on account of their secured claims against the proceeds realized from the assets of the Debtors.



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

MAR 11 2009

PER / PAR:  Joanne Nicoara
Registrar, Superior Court of Justice

STINSON HOSPITALITY INC.,
and
DOMINION CLUB OF CANADA
CORPORATION AND HARRY STINSON

ED MIRVISH ENTERPRISES LIMITED
AND 1 KING WEST INC.

Applicants

Respondents

ONTARIO

SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto

ORDER

GOODMANS LLP
Barristers & Solicitors
Suite 2400, Box 20
250 Yonge Street
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TAB E

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

THE HONOURABLE MADAM)
) MONDAY, THE 22nd DAY
JUSTICE PEPALL) OF JUNE, 2009

ED MIRVISH ENTERPRISES LIMITED AND 1 KING WEST INC.

Applicants

- and -

**STINSON HOSPITALITY INC., DOMINION CLUB OF CANADA CORPORATION
AND HARRY STINSON**

Respondents

SUPPLEMENTARY CLAIMS PROCESS ORDER

THIS MOTION, made by Ira Smith Trustee & Receiver Inc. (“**ISI**”), in its capacity as court-appointed receiver and manager (the “**Receiver**”) of all of the assets, undertakings and properties of Stinson Hospitality Inc., Dominion Club of Canada Corporation, The Suites at 1 King West Inc. (the “**Suites**”) and 2076564 Ontario Inc. (collectively, the “**Debtors**”), for an Order substantially in the form attached as Schedule “A” to the Receiver’s Notice of Motion at Tab 1 of the Receiver’s Motion Record (the “**Receiver’s Motion Record**”) herein was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Twelfth Report of the Receiver dated June 16, 2009, filed, and upon hearing the submissions of counsel for the Receiver, the Applicants, Segura Investments Ltd., 1392964 Ontario Limited and Tim Kwan (collectively, “**Segura**”), Harry Stinson in person,

Toronto Standard Condominium Corporation 1703 (“TSCC 1703”), and no one appearing for the other parties served with the Receiver’s Motion Record, although duly served as appears from the affidavit of service of Hannah Arthurs sworn June 16, 2009:

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Motion Record be and is hereby abridged, that the Motion is properly returnable today, that the service of the Motion Record, including the manner of service, is hereby approved and that any requirement for service of the Motion Record upon any party, other than those served, is hereby dispensed with.

DEFINITIONS

2. **THIS COURT ORDERS AND DECLARES** that all capitalized terms not otherwise defined herein shall have the same meanings as ascribed in the Order of this Honourable Court dated December 11, 2008 (the “**Claims Process Order**”).

CLAIMS RESOLUTION PROCESS

3. **THIS COURT ORDERS** that the following provisions shall apply to each Proof of Claim delivered to the Receiver pursuant to the Claims Process Order which contains a claim against the Suites (each a “**Suites Claim**”), unless this Court orders otherwise:
 - (a) the Receiver shall review each Suites Claim and shall either allow, partially allow or disallow each Suites Claim by sending a Notice of Determination, substantially

in the form attached hereto as Schedule "A", by no later than Tuesday, June 23, 2009, to the applicable Creditor (or its counsel);

- (b) a Creditor that wishes to appeal a decision of the Receiver made pursuant to paragraph 3(a) may appeal such decision to this Court by serving a notice of appeal on the Receiver and filing it with this Court on or before July 3, 2009, making the appeal returnable within ten (10) days of the filing of the notice of appeal. Any such appeal shall be heard by this Court as a hearing *de novo* with such further rights of appeal as may be provided for under the laws of Ontario;
- (c) if no notice of appeal is received by the Receiver on or before July 3, 2009 in respect of any Notice of Determination delivered by the Receiver hereunder, then, the Receiver's Notice of Determination shall be final and binding and there shall be no further right to appeal, review or recourse to this Court or any other court or tribunal in respect of the Receiver's Notice of Determination; and
- (d) at any time, the Receiver and the applicable Creditor may agree to settle any disputed Claim.

SERVICE AND NOTICE

4. **THIS COURT ORDERS** that the Receiver is at liberty to deliver this Order, the Notices of Determination and any other letters, notices or other documents to Creditors and other interested Persons, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission to such Persons at the address as last shown on the records of the Debtors and that any such service or notice by courier, personal

delivery or electronic transmission shall be deemed to be received on the day it was faxed, emailed or personally delivered, or, if sent by ordinary mail, on the next Business Day after mailing.

5. **THIS COURT ORDERS** that any notice or other communication (including, without limitation, Notices of Appeal) to be given under this Order by a Creditor to the Receiver shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if given by courier, by personal delivery or facsimile transmission addressed to:

Ira Smith Trustee & Receiver Inc.
Suite 6 - 167 Applewood Crescent
Concord, Ontario L4K 4K7

Fax Number: 905.738.9848

Attention: Ira Smith

Any such notice or other communication by a Creditor shall be deemed received only upon actual receipt thereof during normal business hours on a Business Day.

MISCELLANEOUS

6. **THIS COURT ORDERS AND REQUESTS** the aid and recognition of any court of any judicial, regulatory or administrative body in any province or territory of Canada and the Federal Court of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province and any court of any judicial, regulatory or administrative body of the United States and

- 5 -

the states or other subdivisions of the United States and of any other nation or state to act in aid of and to be complementary to this Court in carrying out the terms of this Order.

SCHEDULE "A"

NOTICE OF DETERMINATION REGARDING CLAIMS AGAINST:

The Suites at 1 King West Inc. (the "Debtor")

All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Order of the Ontario Superior Court of Justice dated December 11, 2008 and the Order of the Ontario Superior Court of Justice dated June 22, 2009 authorizing the within Supplementary Claims Process.

TO: [insert name of creditor]

The Receiver hereby gives you notice that it has reviewed your Claim and has accepted, revised or rejected your Claim as follows:

The Claim as Submitted	The Claim as Accepted

Reasons for Disallowance or Revision:

[insert explanation]

If you do not agree with this Notice of Determination, please take notice of the following:

If you dispute this Notice of Determination, you may appeal such decision to the Court by sending a written notice of appeal to the Receiver and filing a copy of the Notice of Appeal with the Court at the addresses listed below within ten (10) days of receiving the Notice of Determination, in which case such Claim shall be treated as if the Claim had been entirely disallowed by the Receiver. If you do not appeal to the Claims Officer within the aforesaid time period, your Claim shall be deemed to be as set out in this Notice of Determination.

The Receiver:

Ira Smith Trustee & Receiver Inc.
Suite 6 - 167 Applewood Crescent
Concord, Ontario L4K 4K7

Attention: Ira Smith

Ontario Superior of Justice
Commercial List
330 University Avenue
7th Floor
Toronto, Ontario M5G 1E3

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

Dated at _____ this _____ day of _____, 2009.

Ira Smith Trustee & Receiver Inc.

ED MIRVISH ENTERPRISES LIMITED
AND 1 KING WEST INC.

Applicants

STINSON HOSPITALITY INC.,
DOMINION CLUB OF CANADA
CORPORATION AND HARRY STINSON
Respondents

Court File No: 07-CL-6913

ONTARIO

SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto

SUPPLEMENTARY CLAIMS PROCESS ORDER

GOODMANS LLP

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**ED MIRVISH ENTERPRISES
LIMITED AND 1 KING WEST INC.**

and

**STINSON HOSPITALITY INC.,
DOMINION CLUB OF CANADA
CORPORATION AND HARRY
STINSON**

Applicants

Respondents

Court File No: 07-CL-6913

ONTARIO

SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto

MOTION RECORD

(Returnable June 22, 2009)

GOODMANS LLP

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