

**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 August 21, 2009)

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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 August 21, 2009)

Ira Smith Trustee & Receiver Inc., in its capacity as court-appointed receiver and manager (the “**Receiver**”) of Stinson Hospitality Inc. (“**SHI**”), Dominion Club of Canada Corporation (“**DCC**”), The Suites at 1 King West (the “**Suites**”) and 2076564 Ontario Inc. (“**Housekeeping**”) (collectively, the “**Debtors**”), will make a motion before this Honourable Court on Friday, the 21st day of August, 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 “**Thirteenth Report Approval Order**”):
 - (a) approving the Thirteenth Report of the Receiver dated August 17, 2009 (the “**Thirteenth Report**”), the fees and disbursements of the Receiver and its counsel as detailed in the Thirteenth Report, and the activities of the Receiver detailed in the Thirteenth Report;

- 2 -

- (b) An order approving a final distribution of proceeds to secured creditors of the Debtors, other than Suites, in the amount of \$907,137.91;
 - (c) An order approving a final distribution of funds of Suites to unsecured creditors of the Suites in the amount of \$122,854.00;
 - (d) An order approving an assignment of the Receiver's rights under a costs award made by this Honourable Court dated May 29, 2009 against Robert Verdun and approving an assignment Receiver's rights under another costs award against Robert Verdun contained in the endorsement of the Honourable Justice Rouleau in Court File Nos. M37703 and M37876 to Segura Investments Ltd., as proposed in the Thirteenth Report;
 - (e) An order discharging the Receiver and releasing the Receiver and its counsel;
 - (f) An order, if necessary, abridging the time for service of the Notice of Motion and the materials filed in support of the Motion;and
2. Such other relief as this Honourable Court may deem appropriate.

THE GROUNDS FOR THE MOTION ARE:

1. By Order of Madam Justice Pepall dated August 24, 2007 (the "**Receivership Order**"), the Receiver was appointed receiver and manager of the Debtors.
2. By Order dated September 16, 2008 (the "**Sale Approval Order**") the sale of the property, assets and undertakings of the Debtors to TSCC 1703 (the "**Sale Transaction**"), for a purchase price of \$13.9M cash (the "**Sale Proceeds**") was approved.
3. On December 2, 2008 the Sale Transaction was completed.

Claims Process

- 4. Pursuant to an Order dated December 11, 2008 (the “**Claims Process Order**”), the Receiver conducted a call for creditor claims in respect of the Debtors and the Receiver Parties (the “**Claims Process**”).
- 5. As a result of the Claims Process, approximately \$5.2 million in alleged secured claims or claims that may result in a priority were filed against the Debtors and Receiver Parties.
- 6. Pursuant to the Claims Process Order, the prescribed period for Creditors who wished to appeal the Receiver’s Notice of Determination expired on March 17, 2009.
- 7. No notices of appeal were received by the Receiver in respect of any alleged secured claims or claims that may result in a priority against the Debtors and/or Receiver Parties.

Interim Distributions

- 8. By Orders dated March 11, 2009 and March 25, 2009, interim distributions of proceeds, in the total amount of \$12,400,000.00, to the secured creditors of the Debtors were approved.
- 9. The following amounts remain outstanding to the secured creditors:

<u>1st Tranche</u>	
EME	\$742,674.77*
Segura	\$17,325.23*
* ranked <i>pari passu</i>	
<u>2nd Tranche</u>	
Segura	\$300,000.00

Supplementary Claims Process

- 10. Pursuant to an Order dated June 22, 2009 (the “**Supplementary Claims Process Order**”), the Receiver conducted a review of unsecured creditor claims in respect of the Suites (the “**Supplementary Claims Process**”).

11. As a result of the Supplementary Claims Process, approximately \$565,602.24 in unsecured claims were allowed or partially allowed by the Receiver against the Suites.
12. Pursuant to the Supplementary Claims Process Order, the prescribed period for creditors who wished to appeal the Receiver's Notice of Determination expired on July 14, 2009.
13. No notices of appeal have been received by the Receiver in respect of its Notices of Determination.

Release and Discharge of the Receiver

14. As a result of the Sale Transaction, as approved by the Sale Approval Order, all of the undertaking, property and assets of the Debtors have been sold by the Receiver.
15. Pursuant to the Claim Process Order, a Claims Process in respect of claims against all Debtors' and Receiver Parties' has successfully been conducted and completed by the Receiver.
16. Pursuant to the Supplementary Claims Process Order, a Supplementary Claims Process in respect of the funds available for distribution in the Suites has successfully been conducted and completed by the Receiver.
17. Subject to Court approval of the final distribution of sale proceeds and funds available in the Suites, payment of all secured creditor claims and unsecured claims against the Suites will have been made by the Receiver.
18. The only remaining task for the Receiver is to issue the final approved distributions. The Receiver therefore recommends that it be authorized to distribute the remaining funds and be discharged.
19. In view of the litigious nature of the within receivership proceedings and the number of claims filed against the Receiver Parties (as defined in the Claims Process Order) in the Claims Process, the Receiver further requests a release for itself in connection with its discharge.

20. The Thirteenth Report of the Receiver contains details of the Receiver's actions, activities and fees and disbursements.
21. Rule 3.02(1) of the *Rules of Civil Procedure*.
22. Section 101 of the *Courts of Justice Act*.
23. Such further and other grounds as counsel may advise and this Honourable Court may permit.

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

1. the Thirteenth Report, and the appendices thereto; and
2. such further and other materials as counsel may advise and this Honourable Court may permit.

Date: August 17, 2009

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TO: SEE ATTACHED SERVICE LIST

**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 August 21, 2009)

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TAB 1A

Court File No. 07-CL-6913

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MADAM)	FRIDAY, THE 21 ST DAY
)	
JUSTICE PEPALL)	OF AUGUST, 2009

ED MIRVISH ENTERPRISES LIMITED AND 1 KING WEST INC.

Applicants

- and -

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

Respondents

DISCHARGE ORDER

THIS MOTION, made by Ira Smith Trustee & Receiver Inc. (the “**ISI**”), in its capacity as court-appointed receiver and manager (the “**Receiver**”) of the 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 for an Order substantially in the form attached as Schedule A to the Receiver’s Notice of Motion dated August 17, 2009, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Thirteenth Report of the Receiver dated August 17, 2009, filed, (the “Thirteenth Report”) and the exhibits thereto, the Affidavit of Ira Smith sworn August 17, 2009 and the Affidavit of L. Joseph Latham sworn August 17, 2009 (together, the “**Fee Affidavits**”), and upon hearing the submissions of counsel for the Receiver, TSCC 1703, the Applicants, counsel for Segura Investments Ltd., Harry Stinson appearing in person, 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 August 17, 2009:

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.
2. **THIS COURT ORDERS** that the activities of the Receiver, as set out in the Thirteenth Report, are hereby approved.
3. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and its counsel, as set out in the Thirteenth Report and the Fee Affidavits, are hereby approved.
4. **THIS COURT ORDERS** that, after payment of the fees and disbursements herein approved, the Receiver is authorized and directed to pay from the funds remaining in the Suites that are in its possession the following amounts:

Claimant	Amount Claimed	Amount Allowed	Amount to be Paid
Bell	\$1,677.76	\$1,677.76	\$364.42
Corporate Housing Locator	\$1,776.56	\$1,776.56	\$385.89
St. Joseph Media	\$4,234.70	\$4,234.70	\$919.82
3627730 Canada Inc. (AVW-Telav)	\$1,601.76	\$1,601.76	\$347.92
Avis Rent-a-Car	\$626.05	\$626.05	\$135.98
Bateman Mackay Chartered Accountant	\$3,460.73	\$3,460.73	\$751.70
Canada Law Book	\$1,291.57	\$1,291.57	\$280.54
Dael Thermal Group Inc.	\$5,978.19	\$5,978.19	\$1,298.52
Fisher Distributing Inc.	\$1,094.70	\$1,094.70	\$237.78
Flexco Products Limited	\$6,870.40	\$6,870.40	\$1,492.31
Gordon Adams Design Limited	\$25,552.88	\$25,552.88	\$5,550.32
Ira Smith Trustee & Receiver Inc., solely in its capacity as Court Appointed Receiver of Dominion Club of Canada Corporation	\$38,525.00	\$38,525.00	\$8,367.98
Lan-Ray Cleaners	\$3,857.10	\$1,601.32	\$347.82
Linx Mechanical	\$37,092.15	\$37,092.15	\$8,056.76
Printing and Copy Centre	\$717.29	\$717.29	\$155.80
Relational Funding Canada Corp.	\$412,368.99	\$412,368.99	\$89,570.33
Shift4 Corporation	\$360.62	\$360.62	\$78.33
Sign One	\$592.80	\$592.80	\$128.76
Spafax Canada Inc.	\$10,123.00	\$10,123.00	\$2,198.81
TOTAL	\$567,858.02	\$565,602.24	\$122,854.00

5. **THIS COURT ORDERS** that, in respect of the claim of Harry Stinson against the Suites and the amounts otherwise payable to him in connection therewith, the Receiver is authorized and directed to transfer the amount of \$1,403.50 to the Receiver's general estate accounts for distribution under paragraph 6 hereof and to make payment of the amount of \$780.71 to Harry Stinson, the foregoing in full satisfaction of all claims of Mr. Stinson against the Suites.

6. **THIS COURT ORDERS** that, after payment of the fees and disbursements herein approved, the Receiver is authorized and directed to pay from the proceeds of the realization of the assets of the Debtors, other than the Suites, that are in its possession the following amounts:
 - (a) to Ed Mirvish Enterprises Limited the amount of \$742,674.77 on account of its secured claim; and
 - (b) to Segura Investments Ltd. the amount of \$147,137.91 on account of its secured claim.

7. **THIS COURT ORDERS** that the Receiver is authorized and directed to assign to Segura the Receiver's right, title and interest in and to the award of costs against Robert Verdun contained in the Order of this Honourable Court dated May 29, 2009 and the award of costs against Robert Verdun contained in the endorsement of the Honourable Justice Rouleau in Court File Nos. M37703 and M37876.

8. **THIS COURT ORDERS AND DIRECTS** Toronto Standard Condominium Corporation 1703 (“**TSCC 1703**”) to cooperate with the Receiver by sending a copy of this Order, as issued and entered, by electronic mail to the electronic addresses of the unit holders of TSCC 1703 currently listed with the property manager retained by TSCC 1703, and to provide the Receiver with proof of such delivery in the form of an Affidavit within 5 days of the date of this Order; provided that the Receiver is directed to pay to TSCC 1703 its reasonable costs associated with the electronic service of this Order, to a maximum of \$2,000.00.
9. **THIS COURT ORDERS** that, upon the filing with this Court of a Certificate of the Receiver confirming (i) payment of the amounts set out in paragraphs 4, 5 and 6 hereof, (ii) execution of an assignment as referred to in paragraph 7 hereof, and (iii) receipt of the affidavit referred to in paragraph 8 hereof, the Receiver shall be discharged as Receiver of the undertaking, property and assets of the Debtors.
10. **THIS COURT ORDERS** that notwithstanding its discharge, the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of ISI in its capacity as Receiver.
11. **THIS COURT ORDERS AND DECLARES** that, effective upon the filing with this Court of the Certificate of the Receiver referred to in paragraph 9 above, ISI, in its capacity as both Monitor and Receiver, and all of its directors, officers, employees and

agents, and Goodmans LLP and all partners and employees thereof (collectively the “**Receiver Parties**”), are hereby released and discharged from any and all liability that the Receiver Parties now have or can, may or shall have hereafter by reason of, or in any way arising out of, or in connection with the Receiver Parties’ conduct, involvement or duties with respect to the Debtors or in any way in connection with these proceedings. Without limiting the generality of the foregoing, the Receiver Parties are hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in these proceedings.

**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

DISCHARGE 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)
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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 2

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THIRTEENTH 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 AUGUST 17, 2009

1.0 INTRODUCTION

This report (the “**Thirteenth 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 **Appendix “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**”) 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 First Supplementary Fifth Report (the "**First 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**").

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.

On December 5, 2008, the Receiver filed its ninth report (the "**Ninth Report**") updating the Court on the actions and activities of the Receiver since the date of the Seventh Report, reporting on the closing of the sale transaction with TSCC 1703 (the "**Sale Transaction**"), seeking court approval of the settlement of the Segura Application among Segura, the Receiver, the Applicants ("**EME**") and Harry Stinson, and an Order for the implementation of a claims process by the Receiver in preparation for distribution of the proceeds of sale. A copy of the order approving the Eighth Report, Ninth Report and the settlement of the Segura Application dated December 11, 2008 (the "**Settlement Approval Order**") and the order dated December 11, 2008 implementing the claims process (the "**Claims Process Order**") are attached as **Appendix "B"** and **Appendix "C"**, respectively.

On March 6, 2009, the Receiver filed its tenth report (the "**Tenth Report**") updating the Court on the actions and activities of the Receiver since the Ninth Report, including the conduct of the Claims Process by the Receiver, the correspondence exchanged with various creditors in regards to the statement of claim sought to be filed by Robert J. Verdun, and seeking court approval of a proposed interim distribution of proceeds to secured creditors. By order dated March 11, 2009, the

Court approved the Tenth Report and ordered the interim distribution of \$6 million of proceeds to EME and Segura (the “**Tenth Approval and Interim Distribution Order**”).

On March 25, 2009, the Receiver issued its eleventh report (“**Eleventh Report**”) updating the Court on the activities of the Receiver since its Tenth Report, including its conduct of the Claims Process and seeking court approval of a proposed interim distribution of proceeds to secured creditors. By Order dated March 25, 2009, the court approved the Eleventh Report and ordered the interim distribution of \$6.4 million of proceeds to EME and Segura (the “**Eleventh Approval and Interim Distribution Order**”).

On June 16, 2009, the Receiver issued its twelfth report (“**Twelfth Report**”) advising the Court that the Receiver had determined that there were funds of the Suites (the “**Suites Funds**”) available for distribution to creditors of the Suites and seeking court approval of the conduct by the Receiver of a Supplementary Claims Process in respect of the Suites Funds. A copy of the Order dated June 22, 2009, approving the Twelfth Report (the “**Twelfth Approval Order**”) and a copy of the Order dated June 22, 2009 implementing the Supplementary Claims Process (“**Supplementary Claims Process Order**”) are attached hereto as **Appendix “D”** and **Appendix “E”**, respectively.

All terms not otherwise defined herein shall have the meanings ascribed to them in the Receiver’s previous reports.

Purpose of this Report

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

1. this Thirteenth Report, the actions of the Receiver as set out herein, and the fees and disbursements of the Receiver and its legal counsel as detailed herein;

- 6 -

2. a final distribution of the proceeds of sale in the amount of \$907,137.91;
3. a final distribution of the Suites Funds in the amount of \$122,854.00;
4. the assignment of the Receiver's right, title and interest in and to the Verdun Costs Award (as defined below) and the Second Verdun Costs Award (as defined below);
and
5. the discharge and release of the Receiver and its counsel.

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 Thirteenth Report, or any of the attached Appendices or Exhibits forming part of this Thirteenth 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 that any of the information the Receiver relied upon was inaccurate or incomplete, the results of its analysis could be materially affected. The Receiver reserves the right to review all calculations included or referred to in this Thirteenth Report and, if it 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 relationships between each of the corporations comprising the Debtors. The Receiver refers the readers of this Thirteenth 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

The major activities undertaken by the Receiver since its last update to the Court can be summarized as follows:

- Continued working with CK (who following the closing of the Sale Transaction was retained by TSCC 1703 as its hotel and property manager) to complete and resolve operational, banking and accounting issues resulting from closing;
- Completed the Supplementary Claims Process in accordance with the Supplementary Claims Process Order, the time for appeals having expired on July 14, 2009 with no such appeals having been filed; and
- Paid the interim distribution of proceeds in accordance with the Eleventh Approval and Interim Distribution Order.

5.0 OPERATING RESULTS FOR THE DEBTORS

The corporate structure and operations of each of the Debtors are fully set out in the Monitor's Reports and the First Report and the Receiver refers the reader to those Reports. Further, following

the closing of the Sale Transaction, the purchaser, TSCC 1703, became responsible for the operations of the former hotel operations of the Debtors. The Receiver's final report of the operating results of the Debtors as at November 30, 2008, was contained in the Tenth Report, and the Receiver refers the reader to that Report.

5.1 Post-Closing Arrangements with TSCC 1703

Following the closing of the Sale Transaction, and since the Receiver's last update to the Court in this regard, the Receiver continued to work closely with CK to finalize certain post-closing matters agreed upon between TSCC 1703 and the Receiver. These matters included:

- the completion of the audited financial statements for the Suites for fiscal 2008;
- the completion and filing of the annual tax returns for DCC, SHI and Housekeeping;
- the payment of the net amounts owing by the Receiver to TSCC 1703 relating to closing adjustments prescribed by the APA;
- the collection of accounts receivable of DCC;
- the reconciliation of final amounts owing by Suites to DCC for F&B services rendered;
- the final calculation and payment of amounts due to TSCC 1703 by DCC on account of previous advances by TSCC 1703 to DCC for parking operations;
- the payment of the management incentive fee by Suites to SHI; and

- final reconciliation and transfer of miscellaneous funds for disbursements paid by way of cheque for which funds had not yet cleared.

The Receiver has successfully completed all of the above matters.

6.0 FINAL DISTRIBUTION OF SALE PROCEEDS

Pursuant to the Tenth Approval and Interim Distribution Order and the Eleventh Approval and Interim Distribution Order, the Receiver has made \$12.4 million in interim distributions as follows:

to EME: \$12,117,325.23; and
to Segura: \$282,674.77.

Accordingly, and pursuant to the terms of the Settlement Approval Order, the amounts that remain owing to EME and Segura, before amounts can become payable to unsecured creditors of SHI, DCC and Housekeeping, are as follows:

<u>1st Tranche</u>	
EME	\$742,674.77*
Segura	\$17,325.23*
* ranked <i>pari passu</i>	
<u>2nd Tranche</u>	
Segura	\$300,000.00

As at July 31, 2009, the funds remaining in the Receiver's accounts, excluding the Suites Funds, totalled \$997,036.00. Thus, subject to the approval and payment of the fees and disbursements of the Receiver and its counsel as detailed in Sections 10.0 and 11.0 below, and including the amounts to be transferred to the general receivership accounts from the Suites Funds in relation to the

Stinson Costs Order (as defined in section 7.0 below) and in respect of the allowed claim by DCC in the Supplementary Claims Process (as noted in section 8.2 below), the total remaining Sale Proceeds available for distribution by the Debtors other than Suites is \$907,137.91. Accordingly, recognizing the *pari passu* terms of the settlement, under the Settlement Approval Order, the \$907,137.91 would be divisible as follows:

1st Tranche

- a. \$742,674.77 to EME; and
- b. \$17,325.23 to Segura Investments Ltd.

2nd Tranche

- a. \$147,137.91 to Segura Investments Ltd.

7.0 THE STINSON AND VERDUN APPEALS

The Companies and Harry Stinson applied to the Supreme Court of Canada for leave to appeal the December 7, 2007 decision of the Ontario Court of Appeal, which dismissed their appeal from an Order of the Ontario Superior Court of Justice annulling the assignments into bankruptcy signed by Harry Stinson for the Companies in September 2007. On May 29, 2008, the Application for Leave to Appeal to the Supreme Court of Canada was dismissed with costs. The costs of the Receiver were taxed and allowed at the sum of \$1,403.50 (the “**Stinson Costs Order**”). A copy of the Certificate of Taxation dated September 15, 2008 is attached hereto as **Appendix “F”**. As of the date hereof, Mr. Stinson has not made payment of this amount. However, the Receiver proposes to recover payment thereof in the manner described in Section 8.2 below.

Pursuant to the Order of Madam Justice Pepall dated May 29, 2009 (the “**Verdun Costs Order**”), Mr. Robert J. Verdun (“**Verdun**”) was ordered to pay, within 30 days of the Verdun Costs Order, the costs of the Receiver in the amount of \$21,061.00 (including G.S.T.), incurred in connection with Verdun’s motion returnable March 11, 2009, seeking, *inter alia*, the lifting of the stay ordered on August 24, 2007 and Verdun’s subsequent abandonment of his motion on March 3, 2009. A copy of the Verdun Costs Order is attached hereto as **Appendix “G”**.

The time ordered for payment expired on June 29, 2009 with no payment having been received by the Receiver. As such, on July 10, 2009, the Receiver filed a Writ of Execution with the Sheriff of the City of Toronto against Verdun.

By Notice of Motion dated June 11, 2009, the Receiver was made aware of Verdun’s intention to request from the Court of Appeal an extension of time until his return from Barbados, where he indicated he was conducting business for seven weeks, to permit him to file a notice of motion for leave to appeal the Verdun Costs Order. A copy of Verdun’s Notice of Motion is attached hereto as **Appendix “H”**. The motion was heard on August 6, 2009. In support of his motion, Verdun filed an Affidavit which contained allegations to which the Receiver took exception. At the motion, Verdun’s Affidavit was withdrawn and removed from the court file, and Verdun was ordered to pay costs in the amount of \$1,000.00 to the Receiver (the “**Second Verdun Costs Order**”). A copy of Justice Rouleau’s endorsement from the motion (inadvertently dated August 5, 2009) is attached hereto as **Appendix “I”**. On August 7, 2009, Goodmans wrote to Verdun, advising that due to its likely discharge in the near future, the Receiver did not intend on participating in Verdun’s leave to appeal proceedings. A copy of the letter from Goodmans LLP to Verdun dated August 7, 2009 is attached hereto as **Appendix “J”**.

Any amounts which may ultimately be recovered from Verdun pursuant to the Verdun Costs Order, the Second Verdun Costs Order, or the Writ of Execution would be distributed by the Receiver to Segura in accordance with the Settlement Approval Order. Accordingly, the Receiver (with the support of Segura) does not believe it is in the interests of the stakeholders of the Debtors' estates (and in particular Segura) to incur further costs in responding to the Verdun Appeal. Therefore, the Receiver, with the consent of Segura, intends to assign to Segura all of its rights and interests in respect of the Verdun Costs Order, the Second Verdun Costs Order and the Writ of Execution.

8.0 CONDUCT OF THE SUPPLEMENTARY CLAIMS PROCESS

As reported in the Tenth Report, the Receiver conducted a call for creditor claims (the “**Claims Process**”) in respect of the Debtors and the Receiver Parties. As a result of the Claims Process, approximately \$2,338,546 in claims were filed against the Suites. None of the Proofs of Claims submitted against the Suites alleging a security interest in their claim or claiming a priority were allowed. Further, pursuant to the Claims Process Order, the review and assessment of unsecured claims against the Debtors was deferred pending a determination that there may be sufficient proceeds to support a distribution to unsecured creditors.

Accordingly, having determined that there was approximately \$142,000 available to support a distribution to creditors of the Suites, as reported in the Twelfth Report, the Receiver sought and received approval to conduct the Supplementary Claims Process. Pursuant to the terms of the Supplementary Claims Process Order, on June 24, 2009 the Receiver caused to be issued Notices of Determination which were sent to all unsecured creditors of the Suites who had previously submitted a Proof of Claim pursuant to the Claims Process Order. A copy of the Affidavit of

Cheryl Deshane (without exhibits), attesting to the service of the Notices of Determination, is attached as **Appendix “K”** hereto.

8.1 Appeal Period has Expired

The Supplementary Claims Process Order provides that should a creditor wish to appeal the Receiver’s decision to disallow or only partially allow a claim, the creditor may do so by serving a notice of appeal on the Receiver and filing it with the Court on or before July 14, 2009.

No notices of appeal have been delivered to the Receiver.

8.2 Proposed Distribution of Suites Funds

As a result of the Receiver’s completion of the Supplementary Claims Process, \$565,602.24 in unsecured claims were allowed or partially allowed by the Receiver against the Suites. Further, given the expiry of the appeal period on July 14, 2009, with no notices of appeal having been received, subject to the approval of the fees and disbursements of the Receiver and its counsel incurred in connection with the conduct of the Supplementary Claims Process, the amount of \$122,854.00 is available for distribution. Subject to the Court’s approval of the fees and disbursements of the Receiver and its counsel as detailed below, the Receiver recommends that the Suites Funds available for distribution be paid as follows:

Claimant	Amount Claimed	Amount Allowed	Amount to be Paid
Bell	\$1,677.76	\$1,677.76	\$364.42
Corporate Housing Locator	\$1,776.56	\$1,776.56	\$385.89
St. Joseph Media	\$4,234.70	\$4,234.70	\$919.82
3627730 Canada Inc. (AVW-Telav)	\$1,601.76	\$1,601.76	\$347.92

Claimant	Amount Claimed	Amount Allowed	Amount to be Paid
Avis Rent-a-Car	\$626.05	\$626.05	\$135.98
Bateman Mackay Chartered Accountant	\$3,460.73	\$3,460.73	\$751.70
Canada Law Book	\$1,291.57	\$1,291.57	\$280.54
Dael Thermal Group Inc.	\$5,978.19	\$5,978.19	\$1,298.52
Fisher Distributing Inc.	\$1,094.70	\$1,094.70	\$237.78
Flexco Products Limited	\$6,870.40	\$6,870.40	\$1,492.31
Gordon Adams Design Limited	\$25,552.88	\$25,552.88	\$5,550.32
Harry Stinson	\$10,055.77	\$10,055.77	\$2,184.21* (see discussion below)
Ira Smith Trustee & Receiver Inc., solely in its capacity as Court Appointed Receiver of Dominion Club of Canada Corporation	\$38,525.00	\$38,525.00	\$8,367.98** (see discussion in section 6.0 above)
Lan-Ray Cleaners	\$3,857.10	\$1,601.32	\$347.82
Linx Mechanical	\$37,092.15	\$37,092.15	\$8,056.76
Printing and Copy Centre	\$717.29	\$717.29	\$155.80
Relational Funding Canada Corp.	\$412,368.99	\$412,368.99	\$89,570.33
Shift4 Corporation	\$360.62	\$360.62	\$78.33
Sign One	\$592.80	\$592.80	\$128.76
Spafax Canada Inc.	\$10,123.00	\$10,123.00	\$2,198.81
TOTAL	\$567,858.02	\$565,602.24	\$122,854.00

The above payments will be in full and final satisfaction of the allowed claims filed by creditors of the Suites. Accordingly, the Receiver recommends that the Court approve the payment of these amounts from the Suites Funds, with the exception of the amount due to Mr. Stinson. Given the Stinson Costs Order, the Receiver proposes to distribute the \$2,184.21(*as noted above) owing to

Mr. Stinson as follows: (i) to transfer the amount of \$1,403.50 to the Receivership accounts, in satisfaction of the Stinson Costs Order and (ii) to pay the balance of \$780.71 to Mr. Stinson.

9.0 DISCHARGE AND RELEASE OF THE RECEIVER

As a result of the Receiver's actions and activities, as approved by the Court, all of the undertakings, property and assets of the Debtors have been sold, and the Claims Process and Supplementary Claims Process were successfully conducted and completed. Subject to the Court's disposition of this motion, the Receiver will have paid all valid secured creditor claims and the Suites unsecured creditor claims will be dealt with as this Court may direct. Accordingly, following the payment of the above amounts to EME, Segura and the creditors of the Suites (providing such payments are approved by the Court), the Receiver requests that it be discharged as Receiver of the undertakings, property and assets of the Debtors.

These receivership proceedings have been particularly litigious, and from time to time allegations have been made in various forums that the Receiver or its counsel have acted improperly or worse. This is evidenced by, among other things, the over \$3 million in Receiver Parties Claims filed in the Claims Process, the formal complaints filed by Robert Verdun against the Receiver (with the Superintendent of Bankruptcy and the Institute of Chartered Accountants of Ontario) and its counsel (with the Law Society of Upper Canada) (all as detailed in the Receiver's Third Report), and the numerous additional allegations by creditors and unit owners of improper conduct by the Receiver or its counsel (as detailed in the Receiver's Tenth Report and appended as Exhibit "O" thereto). It should be noted that all professional complaints have either been dismissed by the governing body or no action is being taken by the governing body in respect thereof. Accordingly, in connection with its request for discharge, the Receiver further requests a general release of all Receiver Parties.

If the Court grants the Order sought in this motion, the Receiver will be distributing all remaining funds of the receivership estates. While the Receiver currently has the benefit of a Court-ordered charge to secure its right to indemnity for its fees, disbursements and liabilities, once it distributes the remaining funds, it will not have access to funds to defend itself from further unwarranted allegations of the type that have been all-too-frequently made in these proceedings, including in the Court of Appeal affidavit filed on August 4, 2009 by Verdun and withdrawn by him on August 6, 2009. Therefore, the Receiver respectfully submits that a release is necessary and appropriate in this matter and requests that the Court protect it with a release in light of the particular circumstances of these proceedings.

10.0 FEES AND DISBURSEMENTS OF THE RECEIVER

Attached hereto as **Appendix “L”** is the Affidavit of Mr. Ira Smith (the “**Smith Affidavit**”), President of ISI, attesting to the fees and disbursements of the Receiver for the period from March 1, 2009 to August 13, 2009, and proposing an allocation of the fees and disbursements incurred in respect of the Supplementary Claims Process described above. As further detailed in the Smith Affidavit, Mr. Smith also seeks to provide the Court with a reasonable estimate of the additional fees and disbursements the Receiver expects to incur in connection with its completion of the Receivership, including that required by the Order sought within.

11.0 FEES AND DISBURSEMENTS OF GOODMAN'S LLP

Attached hereto as **Appendix “M”** is the Affidavit of Mr. L. J. Latham (the “**Latham Affidavit**”), a partner of Goodmans, attesting to the fees and disbursements of Goodmans for the period from March 2, 2009 to August 14, 2009, and proposing an allocation of the fees and disbursements incurred in respect of the Supplementary Claims Process described above. As further detailed in the

Latham Affidavit, Mr. Latham also seeks to provide the Court with a reasonable estimate of the additional fees and disbursements Goodmans expects to incur in assisting the Receiver to complete the Receivership, including that required by the Order sought within.

12.0 ADVANCE OF FEES AND DISBURSEMENTS OF THE RECEIVER AND GOODMAN'S LLP

The Receiver and Goodmans have taken advances from the Receivership accounts against a portion of the fees and disbursements described in Sections 10 and 11 above. The Receiver has taken an advance in the amount of \$95,904.38 (inclusive of GST) against its fees and disbursements described in Section 10, and Goodmans has been paid an advance in the amount of \$52,159.79 (inclusive of GST) against its fees and disbursements in Section 11.

13.0 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 August 13, 2009 is attached hereto as **Appendix "N"**.

14.0 CONCLUSIONS AND RECOMMENDATIONS

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

1. approve the Thirteenth Report and the actions of the Receiver described therein;
2. approve the fees and disbursements of the Receiver and of Goodmans as detailed in Appendices "L" and "M";

- 18 -

3. approve the final distribution of \$122,854.00 of Suites Funds, on the basis contemplated in this Thirteenth Report;
4. approve the final distribution of \$907,137.91 of Sale Proceeds, on the basis contemplated in this Thirteenth Report;
5. approve the assignment of the Receiver's right, title and interest in and to the Verdun Costs Order;
6. approve the discharge the Receiver and the release of the Receiver Parties, and
7. 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 17th day of August, 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

APPENDIX “A”

Court File No.07-CL-6913

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

DMP

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. Grinson. + the companies in receipt of 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

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.

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~~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 A TORONTO
 ON / BOOK NO:
 LE / DANS LE REGISTRE NO.:

AUG 28 2007

PER/PAR: *[Signature]*

[Signature: J. Ripall]

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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:

SMR

ED MIRVISH ENTERPRISES LIMITED AND
1 KING STREET WEST INC.

Applicants

- and -

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

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

ORDER

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Margaret R. Sims LSUC#: 39664I

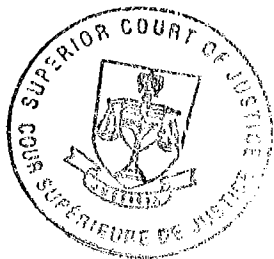
Tel: (416) 595-8577

Fax: (416) 595-8695

Email: msims@millerthomson.com

Solicitors for the Applicants

APPENDIX “B”



Court File No. 07-CL-6913

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

THE HONOURABLE MADAM

)

THURSDAY, THE 11TH DAY

JUSTICE PEPALL

)

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. (“**Housckeping**”) (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,

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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:

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

Respondents

ED MIRVISH ENTERPRISES LIMITED
AND 1 KING WEST INC.

Applicants

ONTARIO

SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto

ORDER

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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.

APPENDIX “C”



Court File No. 07-CL-6913

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

THE HONOURABLE MADAM) THURSDAY, THE 11TH DAY
JUSTICE PEPALL) 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

CLAIMS PROCESS 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 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 (“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 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.

DEFINITIONS

2. **THIS COURT ORDERS AND DECLARES** that the following terms in this Order shall have the following meanings ascribed thereto:
 - (a) **“Amended Monitor Order”** means the Order of this Honourable Court dated June 7, 2007 amending the Monitor Order to add the Suites and Housekeeping to the named debtors in the Monitor Order;
 - (b) **“Business Day”** means a day, other than a Saturday or a Sunday, on which banks are generally open for business in Toronto, Ontario;
 - (c) **“Claim”** means:

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- (i) any right or claim of any Person against any one or more of the Debtors whatsoever in connection with any indebtedness, liability or obligation of any kind of any one or more of the Debtors that existed as at the date of the Receivership Order, whether reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, unknown, by guarantee, by surety or otherwise, including any other claims that would have been claims provable in bankruptcy had the Debtors become bankrupt on the date of the Receivership Order and any other claims arising from or caused by, directly or indirectly, the implementation of, or any action taken pursuant to, the Receivership Order or the Receivership Proceedings, including the repudiation or termination of any lease, contract or agreement and any claims relating thereto, including any anticipatory breach thereof (a “**Debtor Claim**”);
- (ii) any right or claim of any Person against ISI, in its capacity as either Monitor or Receiver, or any of its directors, officers, employees, agents, Ira Smith in his personal capacity, or its counsel, Goodmans LLP, or any partners or employees thereof, (collectively the “**Receiver Parties**”), in connection with any indebtedness, liability or obligation that arose from and after the date of the Monitor Order and that pertains to the Receiver Parties’ conduct, involvement or duties with respect to the Debtors, the Monitor Proceedings or the Receivership Proceedings, whether reduced to judgment, liquidated, unliquidated, in tort (whether intentional or

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unintentional), contract, restitution, whether fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, unknown, by guarantee, by surety or otherwise (each a **"Receiver Claim"**); and

- (iii) the definitions of Claim, Debtor Claim and Receiver Claim shall expressly exclude any Excluded Claim;
- (d) **"Claims Bar Date"** means 5:00 p.m. (Eastern Standard Time) on January 31, 2009 or such later date as may be ordered by the Court; 23 ✓ mp
- (e) **"Court"** means the Ontario Superior Court of Justice;
- (f) **"Creditor"** means any Person having a Claim;
- (g) **"Excluded Claim"** means claims secured by the Receiver's Charge and the Receiver's Borrowings Charge, as defined in the Receivership Order;
- (h) **"Instruction Letter"** means the instruction letter to Creditors, in substantially the form attached as Schedule "A" hereto, regarding completion by Creditors of the Proof of Claim;
- (i) **"Known Creditors"** means with respect to each of the Debtors:
 - (i) those Creditors that the books and records of such Debtor disclose were owed monies by the Debtor as of the date of the Receivership Order, where such monies remain unpaid in full or in part as of the date hereof;

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- (ii) any Person who commenced a legal proceeding against such Debtor in respect of a Claim, which legal proceeding was commenced and served upon such Debtor prior to the date of the Receivership Order; and
- (iii) any other Creditor of the Debtors of whom the Receiver had actual knowledge as at the date of this Order and for whom the Receiver has a current address; and

with respect to the Receiver Parties means:

- (i) those Creditors that the books and records of the Receiver disclose were owed monies by the Receiver Parties in relation to the Monitor Proceedings and Receivership Proceedings from and after the date of the Monitor Order, where such monies remain unpaid in full or in part as of the date hereof;
 - (ii) any other Creditor of the Receiver Parties whom the Receiver had actual knowledge as at the date of this Order and for whom the Receiver has a current address;
- (j) “**Monitor Order**” means the Order of this Honourable Court dated April 23, 2007 pursuant to which the ISI was appointed as monitor (the “**Monitor**”) of the assets, undertaking, property of SHI and DCC, as such Order may be amended or supplemented from time to time;

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- (k) **“Monitor Proceedings”** means the proceedings in respect of the Debtors pursuant to which the Monitor Order and the Amended Monitor Order were granted;
- (l) **“Notice to Creditors”** means the notice to Creditors for publication in substantially the form attached as Schedule “B” hereto;
- (m) **“Person”** means any individual, partnership, limited partnership, joint venture, trust, corporation, unincorporated organization, government or agency or instrumentality thereof, or any other judicial entity howsoever designated or constituted;
- (n) **“Proof of Claim”** means a Proof of Claim form in substantially the form attached hereto as Schedule “C” for a Debtor Claim and Schedule “D” for a Receiver Claim;
- (o) **“Proof of Claim Document Package”** means a document package that includes a copy of the Instruction Letter, the Proof of Claim and such other materials as the Receiver may consider appropriate or desirable;
- (p) **“Receivership Order”** means the Order of this Honourable Court dated August 24, 2007 pursuant to which the Receiver was appointed as receiver of the assets, undertaking, property of the Debtors, as such Order may be amended or supplemented from time to time;
- (q) **“Receivership Proceedings”** means the proceedings in respect of the Debtors pursuant to which the Receivership Order was granted;

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- (r) “**Secured Claim**” means any Claim that is supported by a valid and enforceable security interest, lien, charge, pledge, encumbrance, mortgage, hypothec, title retention agreement or trust agreement of any nature or kind (excluding the Receiver’s Charge and the Receiver’s Borrowings Charge as defined in the Receivership Order) in, over or in respect of any of the assets owned by the Debtors or to which the Debtors are entitled (together with all security agreements and other documents in connection therewith);
- (s) “**Taxes**” means taxes, including all income, capital, corporate, gross receipts, goods and services, sales, use, value-added, *ad valorem*, transfer, real or personal property, business, franchise, license, and excise taxes, together with any interest and any penalties or additional amounts imposed by any taxing authority, and any interest, penalties, fines, additional taxes and additions to tax imposed with respect to the foregoing, and any liability for the payment of any amount of the type described above as a result of being a “transferee” (within the meaning of Section 160 of the *Income Tax Act* (Canada) or any other applicable law) of the Debtors;
- (t) “**TSCC 1703 Electronic Mailing List**” means the electronic addresses of the unit holders of TSCC 1703 currently listed with the property manager retained by TSCC 1703; and
- (u) “**TSCC 1703 Unit Holders**” means the unit holders listed in the TSCC 1703 Electronic Mailing List.

NOTICE TO CREDITORS3. **THIS COURT ORDERS** that:

(a) the Receiver shall not later than five (5) Business Days following the making of this Order, dispatch by ordinary mail on behalf of each of the Debtors and the Receiver Parties to each of the Known Creditors a copy of the Proof of Claim Document Package; and shall dispatch by electronic mail on behalf of each of the Debtors and the Receiver Parties to each of the TSCC 1703 Unit Holders a copy

of the Proof of Claim Document Package; and this Court directs TSCC 1703 to ^{cooperate with} ~~provide~~ the Receiver ^{by sending the Proof of Claim Document Package by electronic mail} ~~with access~~ to the TSCC 1703 Electronic Mailing List for the purpose of so dispatching the Proof of Claim Document Package; ✓ *emp*

(b) the Receiver shall cause to be published on two (2) separate Business Days within 10 Business Days of the making of this Order, the Notice to Creditors in The Globe and Mail (National Edition);

(c) the Receiver shall, provided such request is received prior to the Claims Bar Date, dispatch by ordinary mail as soon as reasonably possible following receipt of a request therefor, a copy of the Proof of Claim Document Package to any Person claiming to be a Creditor and requesting such material in writing; and

(d) the Receiver shall post a copy of the Proof of Claim Document Package on its website at www.irasmithinc.com.

PROOFS OF CLAIM

4. **THIS COURT ORDERS** that all Proofs of Claim must be served upon and received by the Receiver on or before the Claims Bar Date in order to be effective and:
- (a) any Creditor that does not deliver a Proof of Claim in respect of a Debtor Claim in the manner required by this Order on or before the Claims Bar Date shall be and is hereby forever barred from making or enforcing any Debtor Claim against the Debtor or any of them and such Debtor Claim shall be and is hereby extinguished; and
 - (b) any Creditor that does not deliver a Proof of Claim in respect of a Receiver Claim in the manner required by this Order on or before the Claims Bar Date shall be and is hereby forever barred from making or enforcing any Receiver Claim against the Receiver Parties and such Receiver Claim shall be and is hereby extinguished.
5. **THIS COURT ORDERS** that any Creditor that does not file a Proof of Claim in the manner required by this Order on or before the Claims Bar Date:
- (a) shall not be entitled to any further notice in the Receivership Proceedings; and
 - (b) shall not be entitled to participate as a creditor in the Receivership Proceedings, bankruptcy or other insolvency proceedings relating to the Debtors or any of them (collectively, the “**Other Insolvency Proceedings**”).

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6. **THIS COURT ORDERS** that the Receiver is hereby authorized and directed to use reasonable discretion as to the manner in which Proofs of Claim are completed and executed and may, where it is satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Order as to completion and execution of Proofs of Claim.
7. **THIS COURT ORDERS** that any Claims denominated in any currency other than Canadian dollars, shall, for the purposes of this Order, be converted to and constitute obligations in Canadian dollars, such calculation to be effected by the Receiver using the Bank of Canada noon spot rate on the date of the Receivership Order.

NOTICE OF TRANSFEREES

8. **THIS COURT DECLARES** that if, after the date of the Receivership Order, the holder of a Claim on the date of the Receivership Order, or any subsequent holder of the whole of a Claim who has been acknowledged by the Receiver as the Creditor in respect of such Claim, transfers or assigns the whole of such Claim to another Person, neither the affected Debtor nor the Receiver Parties, as applicable, shall be obligated to give notice to or to otherwise deal with a transferee or assignee of a Claim as the Creditor in respect thereof unless and until written notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, has been received by the Receiver and acknowledged by the Receiver. Any such transferee or assignee of a Claim, and such Claim, shall be bound by any notices given or steps taken in respect of such Claim in accordance with this Order prior to receipt and acknowledgement by the Receiver of satisfactory evidence of such transfer or assignment. After the acknowledgement by the

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Receiver of satisfactory evidence of the transfer or assignment of a Claim, the Receiver shall thereafter be required only to deal with the transferee and not the original holder of the Claim.

CLAIMS RESOLUTION PROCESS

9. **THIS COURT ORDERS** that following delivery of one or more Proofs of Claim to the Receiver on or before the Claims Bar Date, the following provisions shall apply to each Proof of Claim delivered in respect of a Secured Claim or Receiver Claim, unless this Court orders otherwise:

(a) the Receiver shall review each Proof of Claim and shall either allow, partially allow or disallow a Proof of Claim by sending a Notice of Determination, substantially in the form attached hereto as Schedule "E", by no later than February ^{- 20 -}~~27~~, 2009 to the applicable Creditor (or its counsel);

(b) a Creditor that wishes to appeal a decision of the Receiver made pursuant to paragraph 9(a) may appeal such decision to this Court by serving a notice of appeal on the Receiver and filing it with this Court within twenty (20) days of of the service upon the Creditor of the Notice of Determination, making the appeal returnable within twenty (20) 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 Person appeals the Receiver's Notice of Determination in accordance with paragraph 9(b) of this Order, the Receiver's Notice of Determination shall be final

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and binding on all Persons 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.

10. **THIS COURT ORDERS** that the Receiver shall seek directions from the Court as to the manner for dealing with any other Proofs of Claim that are delivered to it on or before the Claims Bar Date.

BINDING EFFECT OF CLAIMS PROCESS

11. **THIS COURT ORDERS** that the calling for claims and the claims process contemplated in this Order, as it may be amended or supplemented by this Court from time to time, shall be binding and effective in any Other Insolvency Proceedings.

12. **THIS COURT ORDERS** that nothing in this Order shall be interpreted as substantially consolidating any Claims against any of the Debtors or against any of their respective assets and property.

SERVICE AND NOTICE

13. **THIS COURT ORDERS** that the Receiver be at liberty to deliver this Order, the Proof of Claim Document Package 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

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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 next Business Day following the date of forwarding thereof or, if sent by ordinary mail, on the third Business Day after mailing.

14. **THIS COURT ORDERS** that, any notice or other communication (including, without limitation, Proofs of Claim) 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
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

15. **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.

- ✓ 16. THIS COURT ORDERS that notwithstanding anything in this order, Segura Investments Ltd. is not required to prove its secured or unsecured claims and may rely upon the settlement approval this day by a separate order of this Honourable Court (the "Settlement Approval Order") and Ed Mirvish Enterprises Limited is not required to prove its secured claim and may rely upon the Settlement Approval Order. ✓

SP

Stephane J.

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

DEC 11 2008

PER / PAR: TV

SCHEDULE "A"

INSTRUCTION LETTER FOR THE CLAIMS PROCEDURE OF:

Stinson Hospitality Inc., Dominion Club of Canada Corporation, The Suites at 1 King West Inc. and 2076564 Ontario Inc. (collectively the "Debtors"); and

Ira Smith Trustee & Receiver Inc., in its capacities as Court-appointed monitor and Court-appointed receiver of the Debtors, and its counsel, Goodmans LLP (the "Receiver Parties")

A. CLAIMS PROCEDURE

By Order of the Ontario Superior Court of Justice made December 11, 2008 (the "Claims Procedure Order") the Receiver has been authorized to conduct a claims procedure with respect to certain claims against the Debtors and the Receiver Parties in accordance with the terms of the Claims Procedure Order (the "Claims Procedure").

This letter provides instructions for responding to or completing the Proof of Claim. Reference should be made to the Claims Procedure Order for a complete description of the Claims Procedure. Unless otherwise defined, all capitalized terms used herein shall have the meaning given to those terms in the Claims Procedure Order.

The Claims Procedure is intended for any Person with any Claims of any kind or nature whatsoever against:

- any or all of the Debtors that arose on or prior to August 24, 2007; and/or
- the Receiver Parties that arose from and after April 23, 2007,

whether liquidated, unliquidated, contingent or otherwise. Please review the enclosed material for the complete definition of Claim and Secured Claim to which the Claims Procedure applies.

A separate Proof of Claim form should be completed for the Receiver Parties and each Debtor against which you are asserting a claim.

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All notices and enquiries with respect to the Claims Procedure should be addressed to:

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

Attention: Ira Smith.

Phone: 905.738.4167
Fax: 905.738.9848
www.irasmithinc.com

B. FOR CREDITORS SUBMITTING A PROOF OF CLAIM

If you believe that you have a Claim against any of the Debtors or the Receiver Parties as set forth above, you must to file a Proof of Claim with the Receiver **before 5:00 p.m. (Eastern Standard Time) on January 31, 2009 (the "Claims Bar Date")**.

PROOFS OF CLAIM MUST BE RECEIVED BY THE CLAIMS BAR DATE OR THE APPLICABLE CLAIM WILL BE FOREVER BARRED AND EXTINGUISHED.

Additional Proof of Claim forms can be obtained by contacting the Receiver at the telephone and fax numbers and website address indicated above and providing particulars as to your name, address and facsimile number.

DATED at _____ this _____ day of _____, 200_____.

Ira Smith Trustee & Receiver Inc.

SCHEDULE "B"

NOTICE TO CREDITORS OF:

Stinson Hospitality Inc., Dominion Club of Canada Corporation, The Suites at 1 King West Inc. and 2076564 Ontario Inc. (collectively the "Debtors"); and

Ira Smith Trustee & Receiver Inc., in its capacities as Court-appointed monitor and Court-appointed receiver of the Debtors, and its counsel, Goodmans LLP (the "Receiver Parties")

RE: NOTICE OF CLAIMS PROCEDURE

PLEASE TAKE NOTICE that this notice is being published pursuant to an Order of the Superior Court of Justice of Ontario made December 11, 2008 (the "Claims Procedure Order"). The Court has ordered that the Receiver send Proof of Claim Document Packages to the Known Creditors of the Debtors and the Receiver Parties. All capitalized terms herein shall have the meaning given to those terms in the Claims Procedure Order.

Any person who believes that they have a Claim against:

- any of the Debtors that arose prior to August 24, 2007; and/or
- the Receiver Parties that arose from and after April 23, 2007,

whether liquidated, unliquidated, contingent or otherwise, must send a Proof of Claim to the Receiver to be received **before 5:00 p.m. (Eastern Standard Time) on January 31, 2009** (the "Claims Bar Date").

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PROOFS OF CLAIM MUST BE RECEIVED BY THE CLAIMS BAR DATE OR THE APPLICABLE CLAIM WILL BE FOREVER BARRED AND EXTINGUISHED.

Reference should be made to the enclosed material for the complete definition of Claim and Secured Claim to which the claims procedure applies.

Creditors who have not received a Proof of Claim Document Package from the Receiver should contact the Receiver to obtain a Proof of Claim Document Package.

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To request a Proof of Claim Document Package or to contact the Receiver with any notices or enquiries with respect to the Claims Procedure, the Receiver may be contacted at the following address:

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

Attention: Ira Smith.

Phone: 905.738.4167
Fax: 905.738.9848
www.irasmithinc.com

DATED at _____ this _____ day of _____, 200_____.

Ira Smith Trustee & Receiver Inc.

SCHEDULE "C"

PROOF OF CLAIM
(DEBTOR CLAIM)

Stinson Hospitality Inc., Dominion Club of Canada Corporation, The Suites at 1 King West Inc. and/or 2076564 Ontario Inc.
(each a "Debtor" and collectively the "Debtors")

Please read carefully the enclosed Instruction Letter for completing this Proof of Claim.

A. PARTICULARS OF DEBTOR

Full Legal Name of Debtor: _____

(the "Debtor").

(Please note that a separate Proof of Claim must be completed and filed for each Debtor against which a Claim is being made.)

B. PARTICULARS OF CREDITOR:

Full Legal Name of Creditor: _____

(the "Creditor"). (Full legal name should be the name of the original Creditor of the, notwithstanding whether an assignment of a Claim, or a portion thereof, has occurred following August 24, 2007.)

- 1. Full Mailing Address of the Creditor (the original Creditor not the Assignee):

- 2. Telephone Number: _____

- 3. E-Mail Address: _____

4. Facsimile Number: _____

5. Attention (Contact Person): _____

6. Has the Claim been sold or assigned by the Creditor to another party [check (✓) one]?

Yes: No:

C. PARTICULARS OF ASSIGNEE(S) (IF ANY):

Full Legal Name of Assignee(s): _____

(Insert full legal name of assignee(s) of Claim if all or a portion of the Claim has been sold. If there is more than one assignee, please attach a separate sheet with the required information.)

1. Full Mailing Address of Assignee(s):

2. Telephone Number: _____

3. E-Mail Address: _____

4. Facsimile Number: _____

5. Attention (Contact Person): _____

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D. PROOF OF CLAIM:

I, _____

(name of Creditor or Representative of the Creditor), of

_____ do hereby certify:

(city and province)

(a) that I [check (✓) one]

 am the Creditor of the Debtor; OR am _____ (state position or title) of

_____;

(name of Creditor)

(b) that I have knowledge of all the circumstances connected with the Claim referred to below;

(c) the Creditor asserts its claim against the Debtor;

(d) the Debtor was and still is indebted to the Creditor as follows:

CLAIM ARISING ON OR PRIOR TO August 24, 2007:

\$ _____ (insert \$ value of claim) CAD.

(Claims in a foreign currency are to be converted to Canadian Dollars at the Bank of Canada noon spot rate as at August 24, 2007. The Canadian Dollar/U.S. Dollar rate of exchange on that date was CDN\$\$1.0525/US\$1.00.)

E. NATURE OF CLAIM

(check (✓) one and complete appropriate category)

 A. UNSECURED CLAIM OF \$ _____

That in respect of this debt, I do not hold any security and:

(check (√) appropriate description)

Regarding the amount of \$ _____, I do not claim a right to a priority.

Regarding the amount of \$ _____, I claim a right to a priority under section 136 of the Bankruptcy and Insolvency Act (Canada) (the "BIA") or would claim such a priority if this Proof of Claim were being filed in accordance with the BIA.

(Set out on an attached sheet details to support any priority claim.)

B. SECURED CLAIM OF \$ _____

That in respect of this debt, I hold security valued at \$ _____, particulars of which are as follows:

(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

F. PARTICULARS OF CLAIM:

Other than as already set out herein the particulars of the undersigned's total Claim are attached.

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

G. FILING OF CLAIM

This Proof of Claim must be received by the Receiver by no later than 5:00 p.m.

(Eastern Standard/Daylight Time) on January ^{- 23 -}31, 2009 by prepaid ordinary mail,

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courier, personal delivery or electronic or digital transmission at the following address:

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

Attention: Ira Smith

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(Failure to file your proof of claim as directed by 5:00 p.m., on January 31, 2009 (Toronto time) will result in your claim being barred and in you being prevented from making or enforcing a Claim against the applicable Debtor. In addition, you shall not be entitled to further notice in, and shall not be entitled to participate as a creditor in the Receivership Proceedings in respect of the applicable Debtor.)

Dated at _____ this _____ day of _____, 200__.

Signature of Creditor

SCHEDULE "D"

**PROOF OF CLAIM
(RECEIVER PARTIES)**

**Ira Smith Trustee & Receiver Inc., in its capacities as Court-appointed monitor and Court-appointed receiver of Stinson Hospitality Inc., Dominion Club of Canada Corporation, The Suites at 1 King West Inc. and 2076564 Ontario Inc.,
and its counsel, and its counsel, Goodmans LLP (the "Receiver Parties")**

Please read carefully the enclosed Instruction Letter for completing this Proof of Claim.

A. PARTICULARS OF DEBTOR

This Proof of Claim is submitted in respect of Claims against the Receiver Parties arising from and after April 23, 2007.

B. PARTICULARS OF CREDITOR:

Full Legal Name of Creditor: _____

(the "Creditor"). (Full legal name should be the name of the original Creditor of the, notwithstanding whether an assignment of a Claim, or a portion thereof, has occurred.)

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

8. Telephone Number: _____

9. E-Mail Address: _____

10. Facsimile Number: _____

11. Attention (Contact Person): _____

12. Has the Claim been sold or assigned by the Creditor to another party [check (✓) one]?

Yes: No:

C. PARTICULARS OF ASSIGNEE(S) (IF ANY):

Full Legal Name of Assignee(s): _____

(Insert full legal name of assignee(s) of Claim if all or a portion of the Claim has been sold. If there is more than one assignee, please attach a separate sheet with the required information.)

6. Full Mailing Address of Assignee(s):

7. Telephone Number: _____

8. E-Mail Address: _____

9. Facsimile Number: _____

10. Attention (Contact Person): _____

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D. PROOF OF CLAIM:

I, _____

(name of Creditor or Representative of the Creditor), of

_____ do hereby certify:

(city and province)

(e) that I [check (√) one]

 am the Creditor of the Receiver Parties; OR am _____ (state position or title) of

_____;

(name of Creditor)

(f) that I have knowledge of all the circumstances connected with the Claim referred to below;

(g) the Creditor asserts its claim against the Receiver Parties;

(h) the Receiver Parties was/were and still is/are indebted to the Creditor as follows:

CLAIM ARISING FROM AND AFTER **April 23, 2007**:

\$ _____ (insert \$ value of claim) CAD.

(Claims in a foreign currency are to be converted to Canadian Dollars at the Bank of Canada noon spot rate as at August 24, 2007. The Canadian Dollar/U.S. Dollar rate of exchange on that date was CDN\$1.0525/US\$1.00.)

E. NATURE OF CLAIM

(check (√) one and complete appropriate category)

 A. UNSECURED CLAIM OF \$ _____

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That in respect of this debt, I do not hold any security and:

(check (✓) appropriate description)

Regarding the amount of \$ _____, I do not claim a right to a priority.

Regarding the amount of \$ _____, I claim a right to a priority under section 136 of the Bankruptcy and Insolvency Act (Canada) (the "BIA") or would claim such a priority if this Proof of Claim were being filed in accordance with the BIA.

(Set out on an attached sheet details to support any priority claim.)

B. SECURED CLAIM OF \$ _____

That in respect of this debt, I hold security valued at \$ _____, particulars of which are as follows:

(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

F. PARTICULARS OF CLAIM:

Other than as already set out herein the particulars of the undersigned's total Claim are attached.

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

G. FILING OF CLAIM

This Proof of Claim must be received by the Receiver by no later than 5:00 p.m.

(Eastern Standard/Daylight Time) on January ⁻²³⁻31, 2009 by prepaid ordinary mail,

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courier, personal delivery or electronic or digital transmission at the following address:

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

Attention: Ira Smith

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(Failure to file your proof of claim as directed by 5:00 p.m., on January 31, 2009 (Toronto time) will result in your claim being barred and in you being prevented from making or enforcing a Claim against the Receiver. In addition, you shall not be entitled to further notice in, and shall not be entitled to participate as a creditor in the Receivership Proceedings in respect of a Claim against the Receiver.)

Dated at _____ this _____ day of _____, 200__.

Signature of Creditor

SCHEDULE "E"

NOTICE OF DETERMINATION REGARDING CLAIMS AGAINST:

**Stinson Hospitality Inc., Dominion Club of Canada Corporation, The Suites at 1 King West
Inc. and/or 2076564 Ontario Inc.
(each a "Debtor" and collectively the "Debtors")**

and/or

**Ira Smith Trustee & Receiver Inc., in its capacities as Court-appointed monitor and
Court-appointed receiver of the Debtors, and its counsel Goodmans LLP
(the "Receiver Parties")**

Please read carefully the Instruction Letter accompanying this Notice. 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 authorizing the within Claims Process.

TO: **[insert name of creditor]**

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

	The Proof of Claim as Submitted	The Claim as Accepted
A. Claim against: [name of Debtor]		
B. Claim against Receiver Parties		

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 twenty (20) 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 _____, 200__.

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

CLAIMS PROCESS 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.

APPENDIX “D”

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, Harry Stinson appearing, in person, 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:

sop

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

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

Sty Repsell, J

JUN 23 2008

PER / PAR:

[Handwritten signature]

ED MIRVISH ENTERPRISES
LIMITED AND 1 KING WEST
INC.

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

Court File No: 07-CL-6913

Applicants

Respondents

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)
Lauren 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.

APPENDIX “E”

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 today 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, Harry Stinson appearing, in person, 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 Wednesday, June 24, 2009, to the applicable Creditor (or its counsel);

- 3 -

- (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 no later than July 14, 2009, with any such appeal being returnable on August 17, 2009 at 10:00 a.m., or as soon thereafter as it can be heard. 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 14, 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.

(the "Supplementary Claims Process")

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

- 4 -

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

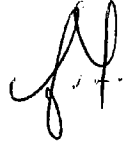
6. **THIS COURT ORDERS AND REQUESTS** the aid and recognition of any court of any judicial, regulatory or administrative body in any province or territory of Canada and the Federal Court of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament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

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

JUN 23 2009

PER / PAR:



SCHEDULE "A"

NOTICE OF DETERMINATION REGARDING CLAIMS AGAINST:

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

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 (the "Claims Process Order") and the Order of the Ontario Superior Court of Justice dated June 22, 2009 (the "Supplementary Claims Process Order") 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 on or before July 14, 2009, 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.

Pursuant to the terms of the Claims Process Order, the Receiver conducted the Claims Process. As a result of the Claims Process, the Receiver received approximately 45 Proofs of Claim filed against the Suites, totalling approximately \$2.4 million in unsecured claims. There is approximately \$142,000.00 available to be distributed to creditors who have filed valid Proofs of Claims against the Suites as determined pursuant the Supplementary Claims Process Order, which amount will also be used to pay the fees and disbursements of the Receiver and its counsel

- 2 -

incurred in connection with the Receiver's administration of the Supplementary Claims Process, including any appeals.

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. and

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

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

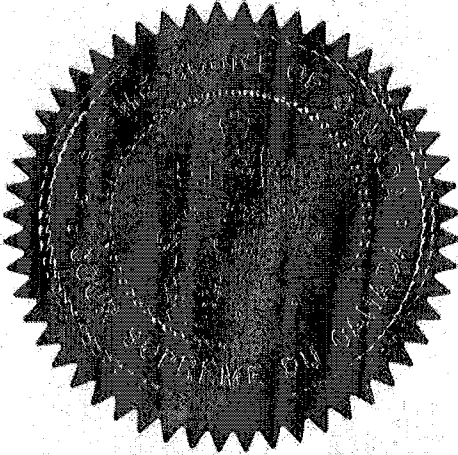
Counsel to Ira Smith Trustee & Receiver Inc., in its
capacity as receiver and manager and former monitor
of Stinson Hospitality Inc., Dominion Club of Canada
Corporation, The Suites at 1 King West Inc. and
2076564 Ontario Inc.

APPENDIX “F”

Supreme Court of Canada



Cour suprême du Canada



BETWEEN / ENTRE

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

Applicants / Demandeurs

AND / ET

ED MIRVISH ENTERPRISES LIMITED AND 1 KING WEST INC.

Respondents / Intimées

AND / ET

IRA SMITH TRUSTEE & RECEIVER INC., ET AL.

Respondents / Intimées

I hereby certify that the cost(s) of the respondents, Ira Smith Trustee & Receiver Inc., et al., have been taxed and allowed at the sum of one thousand four hundred and three dollars and fifty cents (\$1,403.50).

Je certifie par les présentes que les frais des l'intimées, Ira Smith Trustee & Receiver Inc., et al., ont été taxés et fixés à la somme de mille quatre cent trois dollars et cinquante cents (1 403.50 \$).

REGISTRAR OF THE SUPREME COURT OF CANADA

REGISTRAIRE DE LA COUR SUPRÊME DU CANADA

Dated this 15th day of September 2008.

Daté ce 15^e jour de septembre 2008.

APPENDIX “G”

Court File No. 07-CL-6913

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

THE HONOURABLE MADAM)	FRIDAY, THE 29 th DAY
)	
JUSTICE PEPALL)	OF MAY, 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 J. Robert Verdun (“Verdun”) for an order, *inter alia*, lifting the stay ordered in these proceedings on August 24, 2007 to permit him to issue a Statement of Claim, was abandoned by Notice of Abandonment dated March 3, 2009, with the issue of costs only being heard March 11, 2009 at Toronto,

ON READING the Notice of Motion dated February 3, 2009, the Affidavit of Verdun sworn February 23, 2009, the Tenth Report of Ira Smith Trustee & Receiver Inc., in its capacity as court-appointed receiver and manager (the “Receiver”) of the 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. dated March 3, 2009, the Notice of Abandonment

dated March 3, 2009, and the Bills of Costs of the Receiver and of Segura Investments Ltd., 1392964 Ontario Limited and Tim Kwan (collectively "Segura"), filed, and the Bills of Costs and Costs Submissions dated March 9, 2009 of the Applicants, filed, and upon hearing the submissions of counsel for Verdun, for the Applicants, for Segura and for the Receiver,

1. **THIS COURT ORDERS** that Verdun shall pay to the Receiver its costs on a partial indemnity basis fixed in the amount of \$21,061.00 (which is inclusive of GST and disbursements) within 30 days of May 29, 2009.
2. **THIS COURT ORDERS** that Verdun shall pay to the Applicants, Ed Mirvish Enterprises Limited and 1 King West Inc., their costs on a partial indemnity basis fixed in the amount of \$35,949.75 (which is inclusive of GST and disbursements) within 30 days of May 29, 2009.
3. **THIS COURT ORDERS** that Verdun shall pay to Segura their costs on a partial indemnity basis fixed in the amount of \$2,000.00 (which is inclusive of GST and disbursements) within 30 days of May 29, 2009.

THIS ORDER BEARS INTEREST at the rate of 3% percent per annum.

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

JUN 05 2009

PER / PAR: *TJ*

St. Sepall, J

ED MIRVISH ENTERPRISES LIMITED
AND 1 KING WEST INC.

Applicants

STINSON HOSPITALITY INC.,
and
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
Barristers & Solicitors
Suite 2400, Box 20
250 Yonge Street
Toronto, Canada M5B 2M6

Fred Myers (LSUC#26301A)
L. Joseph Latham (LSUC#32326A)
Lauren 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.

APPENDIX “H”

COURT OF APPEAL FOR ONTARIO

RE: ONTARIO SUPERIOR COURT OF JUSTICE – COMMERCIAL LIST
COURT FILE NOS. CV-08-CL-7368, CV-07-CL-6913

NOTICE OF MOTION

J. Robert Verdun, the applicant herein, will make a motion to the Court of Appeal on Thursday, August 6, 2009, at 10:00am, or as soon after that time as the motion can be heard, at Osgoode Hall.

PROPOSED METHOD OF HEARING: The motion is to be heard orally.

THE MOTION IS FOR: Extension of the time to be allowed for J. Robert Verdun to file a motion for leave to appeal the Costs Endorsement of Justice Sarah Pepall dated May 29, 2009.

THE GROUNDS FOR THE MOTION ARE:

1. The substantive matter is one of provincial significance that must not be allowed to evaporate because of circumstances beyond the applicant's control. The applicant's lawyer, Anthony Frost, has abandoned him without justification (despite being fully paid, with excess cash in his trust account), and the case is so complex that it has been impossible to engage other counsel competent to deal with the matter within the available time. The applicant is leaving the country on business on June 16, 2009, for a period of seven weeks. The business trip is essential to the ability of the applicant to earn income.
2. The quantum of costs, \$59,010.75, is an unconscionable burden on the applicant, but a delay in executing the order is not consequential for the principal beneficiary, the Mirvish Group of Companies. The applicant acknowledges that interest is accruing since the date of Justice Pepall's order.

3. On its face, the costs award is unconscionable because it relates to a simple motion by the applicant as an unsecured creditor, addressed to Justice Pepall asking her to lift the stay she opposed on any actions in the Stinson insolvency without her permission. The other parties improperly treated the motion as seeking a substantive decision on the merits of the claim of an unsecured creditor, when in fact it was a simple procedural motion that would allow a Statement of Claim to be filed, but argued later.

4. The applicant contends that Justice Pepall made fundamental errors in scheduling the simple procedural motion originally sought by the applicant, exposing the applicant to claims for the full costs of the motion regardless of the outcome of the settlement conference that she ordered. On Feb. 9, 2009, Justice Pepall scheduled the settlement conference for Feb. 27, 2009, and the hearing on the motion itself for March 11, 2009. Her scheduling required the parties to prepare for the motion without regard to the possible outcome of the settlement conference.

5. At the settlement conference, which lasted approximately one hour, Justice Campbell was blunt in his assessment that the motion to lift the stay would fail. His assessment was clear: Justice Pepall had already made a decision on Jan. 9, 2008, that had the effect of dismissing all claims by unsecured creditors, so she could not possibly grant leave to bring a Statement of Claim by an unsecured creditor. He asserted that the matter had been decided, and the deadline to appeal had passed more than a year earlier. The applicant was left to conclude that Justice Pepall had not understood the impact of one of her own decisions.

6. The applicant graciously accepted Justice Campbell's advice at the settlement conference, and promptly instructed his lawyer to issue a notice of abandonment of the motion to Justice Pepall on the procedural motion to lift her stay.

7. Justice Pepall should have realized her fundamental error. On Feb. 9, 2009, she failed to comprehend the meaning of her own decision the previous year that had the effect of barring the unsecured creditors from advancing claims. It should not have been necessary for Justice Campbell to comprehend and state the obvious.

8. This case is extremely complex, and the unsecured creditors have been disadvantaged throughout. The court-appointed Receiver (nominated by the Mirvish Group) has taken the position from the beginning that there would be no money for the unsecured creditors. The Receiver refused to hold a meeting of creditors – who thus had no representation, and faced great difficulty trying to communicate and organize. Justice Pepall annulled an attempt by Stinson to put his companies into bankruptcy so that all creditors could be represented by a trustee.

9. The unsecured creditors believed that the security asserted by the Mirvish Group was open to challenge because there had never been a definitive opinion on its validity presented to the Court. Instead, the Receiver obtained a legal opinion that stated, “We are of the view that one does not have to look at the underlying debt that was purchased and that the Receiver is entitled to rely on the agreement of the parties [Mirvish and Stinson]”. This was what had been approved by Justice Pepall on Jan. 9, 2008, and that Justice Campbell considered to be a sufficient and final determination that the Mirvish Group held confirmed security sufficient to exclude any claims by unsecured creditors.

10. The applicant had brought a motion to Justice Pepall on Oct. 5, 2007, to seek standing and to bring numerous irregularities to the attention of the Court. Justice Pepall refused to grant standing and also refused to hear any submissions by the applicant. The applicant was added to the informal service list, but has never been a party.

11. Justice Pepall has not awarded costs against any other participant in the proceedings, which began on Aug. 20, 2007.

12. Failure to grant an extension of time would be a denial of natural justice.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:
an affidavit by J. Robert Verdun.

J. Robert Verdun
153-B Wilfred Avenue
Kitchener, Ontario N2A 1X2
519-574-0252

As of June 16, 2009:
76 Coral Drive, Apt. 3, Atlantic Shores
Christ Church, Barbados
246-261-7947
EMAIL: bobverdun@rogers.com

June 11, 2009

To:

Ed Mirvish Enterprises Ltd. and 1 King West Inc.

Segura Investments Ltd., 139294 Ontario Limited, and Tim Kwan

Ira Smith Trustee & Receiver Inc.

APPENDIX “I”

RE: ONTARIO SUPERIOR COURT OF JUSTICE - COMMERCIAL LIST - COURT FILE NOS. CV-08-CL-7368, CV-07-CL-6913

BETWEEN:

Ed Mirvish Enterprises Ltd. and 1 King West Inc. - and - Stinson Hospitality Inc., Dominion Club of Canada Corporation, and Harry Stinson - AND -

Segura Investments Ltd., 1392964 Ontario Limited, and Tim Kwan - and - Stinson Hospitality Inc., Stinson Properties Inc., Harry Stinson, Harry Stinson Realty Corp., High Park Loftis Ltd., and 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.

August 5, 2009.

Mr. Verdun was unable to meet the filing date for leave to appeal because his became self represented after the cost estimates were made to Pagell J. and ~~therefore~~ ~~he~~ could not prepare and file the materials on his own ~~in the same~~ ^{under the} ~~same~~ ^{provides in the} ~~rules~~. ~~Under~~ these circumstances I am prepared to extend the time for filing his leave to appeal materials to August 21, 2009.

Mr. Verdun filed an affidavit dated August 4, 2009. He agreed that it was unnecessary and ought not to have been filed. The affidavit has been returned to him and removed from the court record.

The receiver's appearance today was saved as a result of the unnecessary affidavit and the receiver ought to be compensated in costs for it. Costs payable to Mr. Verdun to the receiver filed at

COURT OF APPEAL FOR ONTARIO

NOTICE OF MOTION

J. Robert Verdun
153-B Wilfred Avenue
Kitchener, Ontario N2A 1X2
519-574-0252

As of June 16, 2009:
76 Coral Drive, Apt. 3, Atlantic Shores
Christ Church, Barbados
246-261-7947
EMAIL: bobverdun@rogers.com

\$1,000 inclusive of GST and disbursements.
There will be no other order as to costs.

Paul Taylor J.A.

APPENDIX “J”

Goodmans^{LLP}250 Yonge Street, Suite 2400
Toronto, Ontario Canada M5B 2M6Telephone: 416.979.2211
Facsimile: 416.979.1234
goodmans.caDirect Line: 416.597.5923
fmyers@goodmans.ca

August 7, 2009

Our File No.: 070060

Delivered Via E-mail (bobverdun@rogers.com)J. Robert Verdun
153-B Wilfred Avenue
Kitchener, ON
N2A 1X2

Dear Mr. Verdun:

**Re: Ed Mirvish Enterprises Ltd., et al
Court of Appeal File No. M37 703**

We write concerning the form of affidavit that you purported to file with the Court of Appeal which you then withdrew.

As you acknowledged in Court and the Justice noted, the contents of your affidavit were not relevant to the motion before the court nor to the merits of the proposed appeal from the quantification of costs. Furthermore, the Justice specifically advised you that allegations of the type contained in your affidavit when made against professionals will be responded to severely. You have already seen formal written responses, including responses contained in Receiver's Reports that have been filed with the Court, in respect of the allegations that you repeated in your withdrawn affidavit. Accordingly, you know that any allegations of inappropriate conduct against our client, our firm, and Justice Pepall, are incorrect and unfounded. You have brought professional conduct charges against the Receiver and Mr. Latham which have been uniformly rejected by the respective professional bodies and regulators. Courts have heard your complaints and rejected them by Orders that have not been appealed. The fact that you are a self-styled "public interest advocate" does not give you licence to make defamatory allegations against others particularly knowing that appropriate responses exist. While you may disagree with the law and the processes involved in the application of the law, that does not give you a basis to repeatedly impugn the integrity of those carrying out the legal processes.

Justice Rouleau has ordered you to pay costs in the amount of \$1,000.00 to the Receiver as a result of your having filed the withdrawn affidavit with the Court. This should serve as a significant warning to you concerning the severity with which the Court treats this type of conduct. The Court did not stay the costs order nor make payments dependent upon the outcome of the appeal. Accordingly, the costs, as ordered, are payable now. Interest will accrue automatically under the provisions of the *Courts of Justice Act*. Should you not pay the costs as ordered, the Receiver and its

Goodmans^{LLP}250 Yonge Street, Suite 2700
Toronto, Ontario Canada M5B 2M6Telephone: 416.979.2211
Facsimile: 416.979.1234
goodmans.ca

successors have the right to garnish or otherwise seize your assets, including your condominium unit, in order to obtain payment. If you do not pay the costs and require the Receiver to incur further costs to enforce Justice Rouleau's order against you, you will be responsible for those additional costs of enforcement as well.

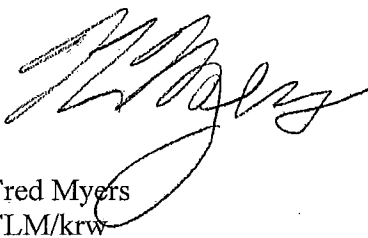
As you heard in Court, the Receiver is likely to be discharged in the near future. On that basis, it would not intend to participate in your leave to appeal proceedings. However, be advised that should you seek to file another affidavit or any other documentation repeating your allegations, the Receiver will have no alternative but to respond and take all appropriate steps to have the material once again removed from the Court record. It will seek full indemnity from you for all fees and disbursements incurred in doing so. Furthermore, it will rely upon the terms of this letter in advancing whatever relief it deems appropriate before the Court or elsewhere.

For clarity, we hereby demand that you cease and desist from publishing in any manner, including in documents to be filed with the Superior Court of Justice or the Court of Appeal for Ontario, any statements alleging dishonesty or impropriety against the Receiver, its agents and counsel in connection with the 1 King Street West property.

Govern yourself accordingly.

Yours very truly,

GOODMANS LLP



Fred Myers
FLM/krw

cc: Ira Smith Receiver & Trustee Inc.
L. Joseph Latham, Goodmans LLP

APPENDIX “K”

**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

**AFFIDAVIT OF CHERYL DESHANE
(Sworn August 13, 2009)**

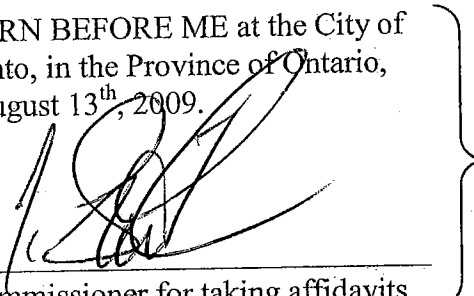
I, Cheryl Deshane, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am the Estate Administrator of Ira Smith Trustee & Receiver Inc. ("ISI"), the court-appointed receiver and manager (the "Receiver") of Stinson Hospitality Inc., Dominion Club of Canada Corporation, The Suites at 1 King West Inc. and 2076564 Ontario Inc. (collectively, the "Debtors"). As such, I have knowledge of the matters hereinafter deposed to.
2. Pursuant to paragraph 3(a) of the Supplementary Claims Process Order, the Receiver was directed to review each Proof of Claim filed against The Suites at 1 King West Inc. (the "Suites Proof of Claim") and either allow, partially allow or disallow each such Proof of Claim by sending a Notice of Determination, substantially in the form attached as Schedule "A" to the Supplementary Claims Process Order, by no later than Wednesday, June 24, 2009 to the applicable Creditor (or its counsel) (as defined in the Supplementary Claims Process Order).

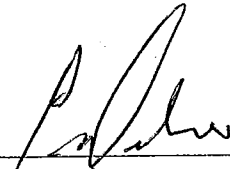
3. I caused a Notice of Determination to be sent by courier, facsimile or e-mail on June 24, 2009, to the claimants (or their counsel) for each of the respective Suites Proofs of Claim received by the Receiver. Attached hereto as Exhibit "A" are copies of each Notice of Determination and evidence that the Notices were sent on June 24, 2009.

Dated at Vaughan, Ontario this 13th day of August, 2009.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario, on August 13th, 2009.



A Commissioner for taking affidavits



Cheryl Deshane

Ira Smith, a Commissioner, etc.,
Province of Ontario, for Ira Smith Trustee
& Receiver Inc. Trustee in Bankruptcy.
Expires May 13, 2011.

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
- COMMERCIAL LIST -

Proceeding commenced at Toronto

AFFIDAVIT OF CHERYL DESHANE
(Sworn August 13, 2009)

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

Tel: 905.738.4167
Fax: 905.738.9848

Court-appointed receiver and manager of Stinson
Hospitality Inc., Dominion Club of Canada
Corporation, The Suites at 1 King West Inc. and
2076564 Ontario Inc.

APPENDIX “L”

**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

**AFFIDAVIT OF IRA SMITH
(Sworn August 17, 2009)**

I, Ira Smith, Chartered Accountant and licensed trustee in bankruptcy, of the City of Vaughan, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am the President of Ira Smith Trustee & Receiver Inc. (“ISI”), 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 Inc. and 2076564 Ontario Inc. (collectively, the “Debtors”). As such, I have knowledge of the matters hereinafter deposed to, except where stated to be on information and belief and where so stated I verily believe it to be true.
2. ISI was appointed Receiver of all of the property, assets and undertaking of the Debtors pursuant to an Order of the Ontario Superior Court of Justice dated August 24, 2007 (the “Receivership Order”).
3. Pursuant to paragraph 21 of the Receivership Order, the Receiver and its legal counsel are required to pass their accounts from time to time.

4. Attached hereto and marked as Exhibit "1" is a copy of the invoice dated August 13, 2009, rendered by the Receiver in respect of these proceedings (the "**Invoice**") totalling \$123,300.11 (inclusive of disbursements and GST). Attached to the Invoice, is the billing summary and docket entries.

5. The docket entries in connection with The Suites at 1 King West Inc. are divided between those incurred relating to the fees and disbursements incurred in relation to the Receiver's conduct and completion of the Supplementary Claims Process (as defined in the Receiver's Twelfth Report), and those activities in connection with The Suites at 1 King West Inc. for matters other than the Supplementary Claims Process. The balance of the docket entries represent the Receiver's fees and disbursements incurred in relation to all other aspects of the conduct of the receivership, as indicated and broken down by company. None of this time is related to the Supplementary Claims Process. All of the Receiver's time is also summarized on the billing summary prepared from such dockets (the "**General Fees and Disbursements**").

6. The invoice, billing summary and docket entries indicates that, the hours and dollars (exclusive of GST) incurred by the Receiver for the period March 1 to August 13, 2009, inclusive, is as follows:

Company/Activity	Hours	\$
Court and general time	47.1	16,427.50
Dominion Club of Canada Corporation	21.4	6,885.00
The Suites at 1 King West Inc. Supplementary Claims Bar Process	41.0	9,812.50
The Suites at 1 King West Inc.	0.8	260.00

Stinson Hospitality Inc.	202.0	66,100.00
2076564 Ontario Inc.	Nil	Nil
Sales Process	2.0	770.00
Total	314.3	100,255.00
Average hourly rate		318.98

6. I estimate that the Receiver will incur approximately an additional 55.0 hours estimated to total \$16,000.00 with respect to fees and disbursements (exclusive of GST) in completing the Receivership and obtaining a discharge herein. Such estimate is detailed in the billing summary. This reduces the overall average hourly rate to \$314.80.

7. I have reviewed the Affidavit of L. Joseph Latham sworn August 17, 2009 in connection with the time spent and fees incurred by Goodmans LLP in connection with this receivership administration. I confirm that the work was requested by the Receiver, performed by Goodmans LLP and the billings were approved by the Receiver.

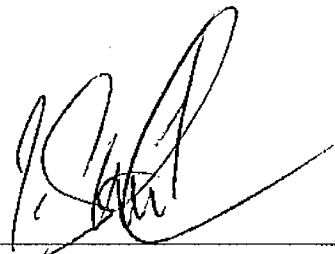
8. The Receiver has had its rates and disbursements, including the rates of various staff that provided services in these proceedings, approved by this Honourable Court in these proceedings and in respect of similar services provided in various other insolvency and restructuring files.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario, this 17th day of August, 2009.



A Commissioner for taking affidavits

Brandon Smith, a Commissioner, etc.,
Province of Ontario, for Ira Smith Trustee
& Receiver Inc. Trustee in Bankruptcy.
Expires May 2, 2011.



Ira Smith

**IRA SMITH TRUSTEE & RECEIVER INC.
RECEIVER AND MANAGER OF
STINSON HOSPITALITY INC., DOMINION CLUB OF CANADA CORPORATION,
THE SUITES AT 1 KING WEST INC. AND 2076564 ONTARIO INC.**

MARCH 1, 2009 – AUGUST 13, 2009

Staff Member	Title	Total Hours	Hourly Rate (SCDN)	Amount Billed (SCDN)
Ira Smith MBA, CA-CIRP, Trustee	President	56.3	425.00	23,927.50
Martin Wolfe, CA	Senior Manager	246.9	325.00	80,242.50
Brandon Smith, BA	Estate Manager	21.7	250.00	5,425.00
Cheryl Deshane	Estate Technician	<u>44.4</u>	150.00	6,660.00
Total		<u>314.80</u>	Average hourly rate of \$281.89	116,255.00
Disbursements				<u>1,173.68</u>
				<u>117,428.68</u>

¹ Inclusive of 15.0 accrual hours for each individual for the estimated completion of the receivership administration, other than for Mr. B. Smith, for which 10.0 hours have been accrued.

Ira Smith

TRUSTEE & RECEIVER INC.
Suite 6 – 167 Applewood Crescent, Concord, Ontario L4K 4K7

Tel. (905) 738-4167
Fax (905) 738-9848
Email: ira@irasmithinc.com
Website: www.irasmithinc.com

R-1KW
GST # 86236 5699

August 17, 2009

**IN THE MATTER OF THE RECEIVERSHIPS OF
STINSON HOSPITALITY INC., DOMINION CLUB OF CANADA
CORPORATION, 2076564 ONTARIO INC. AND
THE SUITES AT 1 KING WEST INC.**

For professional services rendered for the period March 1, 2009 to August 13, 2009 inclusive, in acting as Receiver and Manager of Stinson Hospitality Inc., Dominion Club of Canada Corporation, 2076564 Ontario Inc. and The Suites at 1 King West Inc. in accordance with the Order dated August 24, 2007 as follows (detail attached) (including an accrual of 55.0 hours for the estimated time to complete the administration, as detailed in the attached dockets):

<u>Staff</u>	<u>Hourly rate</u>	<u>Hours</u>	
I. Smith, MBA CA-CIRP, President and Trustee	\$425.00	56.3	
Martin Wolfe, CA	\$325.00	246.9	
Brandon Smith, BA	\$150.00	21.7	
Cheryl Deshane	\$135.00	44.4	
		<u>369.3</u>	\$ 116,255.00
 Disbursements:			
Long Distance/Faxes	\$ 5.50		
Postage/Courier	1,084.07		
Travel – mileage, parking	<u>84.11</u>		
		<u>1,173.68</u>	\$ 117,428.68
			GST <u>5,871.43</u>
			<u>\$ 123,300.11</u>

IRA SMITH TRUSTEE & RECEIVER INC.
 RECEIVER AND MANAGER OF
 STINSON HOSPITALITY INC., DOMINION CLUB OF CANADA CORPORATION,
 2076564 ONTARIO INC. AND THE SUITES AT 1 KING WEST INC.

BILLING SUMMARY FOR THE PERIOD FROM MARCH 1 TO AUGUST 13, 2009

Employee name	Average Hourly Rate	COURT AND GENERAL HRS	DCC HRS	SUITES HRS	SHI HRS	HOUSEKEEPING HRS	SALES PROCESS HRS	POST AUGUST 13, 2009 TIME HRS	TOTAL HRS	TOTAL \$	ACCTUAL FOR POST AUGUST 13, 2009 TIME HRS	TOTAL \$		
													Average Hourly Rate	SALES PROCESS \$
IRA SMITH	425.00	31.1	13,217.50	0.4	170.00	8.2	9,485.00	-	0.00	1.2	510.00	6,275.00	963	29,927.50
MARTIN WOLFE	325.00	-	0.00	20.2	6,565.00	139.8	61,865.00	-	0.00	0.8	260.00	4,875.00	246.9	80,242.50
BRAIDON SMITH	250.00	8.1	2,025.00	0.3	75.00	3.3	825.00	-	0.00	-	0.00	2,500.00	21.7	5,425.00
CHERYL DESHANE	150.00	7.9	1,185.00	0.5	75.00	20.3	3,045.00	-	0.00	-	0.00	2,250.00	44.4	6,585.00
		67.2	16,427.50	21.4	6,885.00	202.8	66,100.00	-	0.00	2.0	770.00	16,000.00	369.3	116,155.00

Average Hourly Rate: \$ 314.80

① The hours and fee for Suites, as detailed in the attached booklet, is allocated as follows:

Supplementary Claims Bar process	41.9	\$ 5,812.50
Other	0.8	250.00
Total	41.8	10,072.50

Ira Smith Trustee & Receiver Inc.
Detail Time Sheet

Period from: August 1, 2008 to December 2, 2008

Key name	Full Estate Name	Date	Name	Duration	Activity	\$
R-1KW	GENERAL MATTERS INCLUDING COURT REPORTS AND ATTENDANCES AND ORIGINAL CLAIMS BAR PROCESS	2-Mar-09	Cheryl Deshane	0.2	Email to/fr Ira re: late claims and affidavit of determination	30.00
		2-Mar-09	Cheryl Deshane	0.2	Creditor calls re: Notice of Determination	30.00
		2-Mar-09	Ira Smith	4.8	Review and changes to draft Tenth Report to Court and prep of Exhibits	2,040.00
		2-Mar-09	Ira Smith	2.1	Teicons w. Lauren Butti of Goodmans re issues to be resolved for Tenth Report	892.50
		3-Mar-09	Brandon Smith	0.3	update expense postings, assist cheryl with affidavit, commission same	75.00
		3-Mar-09	Cheryl Deshane	1.5	Affidavit, and scanning various, label and courier	225.00
		3-Mar-09	Cheryl Deshane	0.1	creditor call re: notice of determination	15.00
		3-Mar-09	Ira Smith	4.7	Finalization of Tenth Report and Exhibits	1,997.50
		3-Mar-09	Ira Smith	4.1	travel to and from and meeting at Goodmans to finalize and sign the Tenth Report	1,742.50
		3-Mar-09	Ira Smith	0.4	Emails w. C. Casciato re March 11 court attendance and interim distribution	170.00
		4-Mar-09	Ira Smith	0.6	Numerous emails re EME position on Tenth Report and interim distribution amount	255.00
		7-Mar-09	Ira Smith	0.4	Emails to Gorber with files re updating webpage	170.00
		9-Mar-09	Cheryl Deshane	0.1	Creditor call regarding Notice of Determination	15.00
		11-Mar-09	Cheryl Deshane	0.3	Emails to/fr I. Smith re: dispute, and review letter same	45.00
		11-Mar-09	Ira Smith	4.6	Travel to and from and attend in Court for Tenth Report approval and Verdun cost motion	1,955.00
		12-Mar-09	Cheryl Deshane	0.2	Dealing with email from creditor re: notice of determination	30.00
		13-Mar-09	Cheryl Deshane	0.2	Dealing with telephone call from solicitor for creditor re: order	30.00
		13-Mar-09	Cheryl Deshane	0.3	Scanning objection and emailing to legal counsel, email same	45.00
		13-Mar-09	Cheryl Deshane	0.7	Emails with I. Smith re: solicitor of creditor, searching for claim reviewing and responding same, telephone call with solicitor same	105.00
		18-Mar-09	Brandon Smith	1.0	Calculate payout from 10th report, cash GIC; transfer funds to estate from In-trust; issues payments in accordance with 10th report	250.00
		18-Mar-09	Ira Smith	0.4	Emails and teicon w. Lauren Butti re Szeto fax from last night and rrw and approval of reply	170.00
		18-Mar-09	Ira Smith	0.4	Distribution issues for tomorrow with B. Smith	170.00

Ira Smith Trustee & Receiver Inc.
Detail Time Sheet

Period from: August 1, 2008 to December 2, 2008

Key name	Full Estate Name	Date	Name	Duration	Activity	\$.
R-1KW	GENERAL MATTERS INCLUDING COURT REPORTS AND ATTENDANCES AND ORIGINAL CLAIMS BAR PROCESS	18-Mar-09	Ira Smith	0.6	Rvw and signing of cheques, prep and signing of transmittal letters re 1st distribution and taxed fees and disbs	255.00
		19-Mar-09	Brandon Smith	0.3	banking re transfer from IT to estate	75.00
		24-Mar-09	Ira Smith	0.3	Telcon w. Lauren Butti re 11th report to court, emails from Lauren	127.50
		24-Mar-09	Ira Smith	0.2	Emails w. M. Wolfe re required info for eleventh report	85.00
		24-Mar-09	Ira Smith	1.8	Prep of Receiver's 11th report to court	765.00
		25-Mar-09	Ira Smith	1.2	Final rvw, signing and issuance of Eleventh Report incl telcons w. L. Butti and F. Myers	510.00
		27-Mar-09	Brandon Smith	0.6	Banking and related discussions and emails w/ M. Wolfe	150.00
		1-Apr-09	Cheryl Deshane	0.6	Scanning and emailing to J. Latham, documentation from Walker Poole Nixon LLP x4	90.00
		6-Apr-09	Brandon Smith	1.0	RECONCILE ACCOUNT, RECONCILE GIC INTEREST, TRANSFER IN-TRUST FUNDS TO ESTATE ACCOUNT	250.00
		6-Apr-09	Brandon Smith	0.3	GST RETURN	75.00
		6-Apr-09	Ira Smith	0.4	Email from and reply to unsecured creditor re status of receivership administration	170.00
		7-Apr-09	Brandon Smith	2.0	Reconcile and transfer between In-trust acct and estate trust acct, prepare YE schedules for M. Wolfe; pmt of o/s inv and GST for 1st Qtr 2009	500.00
		8-Apr-09	Brandon Smith	0.4	banking	100.00
		9-Apr-09	Brandon Smith	0.6	Issue 2nd interim div to EME & segura in accordance with Apr 1 order of Pepall J.	150.00
		11-May-09	Ira Smith	1.2	Meeting w. M. Wolfe to go over draft financials and tax returns and agree on open issues for all 4 corps.	510.00
		11-May-09	Ira Smith	0.2	Telcon w. L. Butti re finishing steps for receivership administration	85.00
		25-May-09	Ira Smith	0.7	RVW OF EMAIL AND VOICEMAIL FROM LAUREN BUTTI, TELCON W. LAUREN BUTTI, DISC W. MARTY WOLFE RE INFO NEEDS, RVW OF SCHEDULES FROM MARTY, FORWARDING OF SCHEDULES TO LAUREN	297.50
		29-May-09	Brandon Smith	0.3	Banking	75.00
		5-Jun-09	Ira Smith	0.6	Telcon w. M. Wolfe w. Lauren Butti re Suite mini claims process, discharge process and 9:30 appt this morning	255.00

Ira Smith Trustee & Receiver Inc.
 Detail Time Sheet

Period from: August 1, 2008 to December 2, 2008

Key name	Full Estate Name	Date	Name	Duration	Activity	\$
R-1KW	GENERAL MATTERS INCLUDING COURT REPORTS AND ATTENDANCES AND ORIGINAL CLAIMS BAR PROCESS	19-Jun-09	Ira Smith	0.6	Emails and telcon w. Lauren Butti re Monday	255.00
		19-Jun-09	Ira Smith	0.4	Telcon w. Brian Smith re Suites claims bar process	170.00
		22-Jun-09	Cheryl Deshane	2.4	Disc. With I. Smith re: Notices of Disallowance, e-mail to I. Smith same, working with M. Wolfe same working on cut and pasting cells and merging let and manually changing	360.00
		22-Jun-09	Ira Smith	0.4	Telcon w. L. Butti re going forward to discharge	170.00
		23-Jun-09	Cheryl Deshane	0.9	Rec'd revised schedule fr. M. Wolfe, edit spreadsheet and merging and checking same and e-mail back	135.00
		30-Jun-09	Brandon Smith	0.3	banking	75.00
		20-Jul-09	Cheryl Deshane	0.2	Email for legal counsel re: affidavit, email to B. Smith same	30.00
		23-Jul-09	Brandon Smith	1.0	Prep R&D	250.00
		Total:		47.1		16,427.50

Employee name	Hourly Rate	Amount
IRA SMITH	425.00	13,217.50
MARTIN WOLFE	325.00	-
BRANDON SMITH	250.00	2,025.00
CHERYL DESHANE	150.00	1,185.00
		16,427.50

Average Hourly Rate: \$ 348.78

Ira Smith Trustee & Receiver Inc.
Detail Time Sheet

Period from: August 1, 2008 to December 2, 2008

Key name Full Estate Name
R-1KW DOMINION CLUB OF CANADA CORPORATION

<u>Date</u>	<u>Name</u>	<u>Duration</u>	<u>Activity</u>	<u>\$</u>
8-Mar-09	Martin Wolfe	0.3	telephone call with CRA payroll auditor Raymond Durrani	97.50
9-Mar-09	Brandon Smith	0.1	TC w/ CRA re DCC payroll, advise to contact M. Wolfe	25.00
9-Mar-09	Martin Wolfe	0.6	phone call with Carmen and review accounts	195.00
12-Mar-09	Martin Wolfe	5.4	place collection calls, meeting with Carmen and Frank to settle O/S amounts, A/R receive A/R listing from Ferideh and update and summarize, meet with Yehudi Hendler re outstanding amounts	1,755.00
13-Mar-09	Martin Wolfe	0.8	emails re interco balances	260.00
13-Mar-09	Martin Wolfe	0.2	correspondence with Y Hendler	65.00
20-Mar-09	Martin Wolfe	3.7	travel to 1 King, work with DCC A/R and inter co payables	1,202.50
24-Mar-09	Martin Wolfe	2.7	A/R Collection calls and correspondence	877.50
24-Mar-09	Martin Wolfe	1.4	prepare report of outstanding receivables	455.00
25-Mar-09	Martin Wolfe	0.8	collection calls	260.00
1-Apr-09	Martin Wolfe	3.6	meet with Mark Ross at 1 King and assign collections	1,170.00
17-Apr-09	Ira Smith	0.4	Disc. W. M. Wolfe re AR collections and how to handle Strategy Group issue	170.00
15-May-09	Martin Wolfe	0.4	communication with Mark Ross re A/R	130.00
1-Jul-09	Brandon Smith	0.2	email w/ M. Wolfe re payables	50.00
8-Jul-09	Martin Wolfe	0.3	complete GST returns May & June for DCC & HKPG	97.50
22-Jul-09	Cheryl Deshane	0.1	creditor call re: DCC claim filed	15.00
23-Jul-09	Cheryl Deshane	0.4	searching for DCC notice for creditor and faxing same	60.00
		21.4		6,885.00
			<u>Amount</u>	
			<u>Hourly Rate</u>	
	IRA SMITH	0.4		425.00
	MARTIN WOLFE	20.2		325.00
	BRANDON SMITH	0.3		250.00
	CERYL DESHANE	0.5		150.00
		21.4		6,885.00
Total:				
Average Hourly Rate:			\$	321.73

Ira Smith Trustee & Receiver Inc.
Detail Time Sheet

Period from: August 1, 2008 to December 2, 2008

Key name R-1KW Full Estate Name THE SUITES AT 1 KING WEST INC.

Date	Name	Duration	Activity	\$.
SUITES - CLAIMS BAR				
25-May-09	Cheryl Deshane		Email fr I. Smith re: replies for all suites claims, finding and printing same and email to I. Smith on those cant find	435.00
26-May-09	Cheryl Deshane		0.2 Con't pulling notices re: suites and scanning and emailing same	195.00
27-May-09	Cheryl Deshane		0.2 Call fr. Bell Mobility re: claim, dealing with same	30.00
29-May-09	Cheryl Deshane		0.1 Creditor email	15.00
5-Jun-09	Cheryl Deshane		0.3 e-mail from/to I. Smith re: filed claims against suites and debtors	45.00
5-Jun-09	Martin Wolfe		0.5 conference call Lauren Butti Ira Smith	162.50
6-Jun-09	Martin Wolfe		1.8 review 1 King creditor list	585.00
9-Jun-09	Martin Wolfe		2.3 review 1 King creditor list	747.50
16-Jun-09	Martin Wolfe		1.3 complete creditor schedule	422.50
17-Jun-09	Martin Wolfe		0.3 creditor schedule	97.50
18-Jun-09	Martin Wolfe		1.6 communicate with H Arthurs and creditors	520.00
19-Jun-09	Cheryl Deshane		1.6 Telephone call fr/to Hannah Arthurs working on merge same and disc. With M. Wolfe same sitting with M. Wolfe to go through listing	240.00
19-Jun-09	Martin Wolfe		2.7 update claim schedule	877.50
22-Jun-09	Martin Wolfe		7.4 creditor claims notifications	2,405.00
23-Jun-09	Cheryl Deshane		2.8 Disc. With Hannah at Goodmans re: Notices re: merging and editing and searching for any the Receiver allowed as Suites and e-mail back	420.00
23-Jun-09	Martin Wolfe		2.4 creditor claims notifications	780.00
24-Jun-09	Cheryl Deshane		0.6 Various emails fr/to Hannah and investigating certain claim addresses as per her request	90.00
24-Jun-09	Cheryl Deshane		4.9 Various discs. And emails with Hannah and getting Notices of Determinations out, scanning each individually, emailing, faxing and same day courier	735.00
24-Jun-09	Ira Smith		0.4 Suites claims bar attend at Goodmans to meet with Hanna Arthurs to finalize the last Notices	170.00
25-Jun-09	Cheryl Deshane		0.7 Going through emails, printing confirmations, saving same, dealing with replies	105.00
26-Jun-09	Cheryl Deshane		0.2 Drafting affidavit of mailing for notices	30.00
30-Jun-09	Cheryl Deshane		0.1 Creditor call	15.00
2-Jul-09	Cheryl Deshane		0.1 Creditor call	15.00
7-Jul-09	Cheryl Deshane		0.2 Creditor call and emails	30.00
13-Jul-09	Cheryl Deshane		0.8 E-mail fr legal counsel and emails to/from I. Smith, email to creditor requesting to resend Schedule A, searching for claim and calling debtor same	120.00
14-Jul-09	Cheryl Deshane		0.1 Email to I. Smith and B. Smith re: creditor	15.00
15-Jul-09	Cheryl Deshane		0.2 email from creditor, forward to legal counsel same	30.00
16-Jul-09	Cheryl Deshane		0.3 Email fr/to legal counsel and email with creditor same	45.00

Ira Smith Trustee & Receiver Inc.
Detail Time Sheet

Period from: August 1, 2008 to December 2, 2008

Key name R-1KW Full Estate Name THE SUITES AT 1 KING WEST INC.

Date	Name	Duration	Activity	\$
20-Jul-09	Cheryl Deshane		0.3 Creditor fax, scan and email legal counsel	45.00
22-Jul-09	Cheryl Deshane		0.2 E-mail to/ft Hannah re: affidavit	30.00
4-Aug-09	Cheryl Deshane		0.2 Notice of Determination for Loosemore	30.00
6-Aug-09	Cheryl Deshane		0.7 PREPARING SCHEDULE FOR LEGAL COUNSEL RE: ALLOWED CLAIMS, EMAILS SAME	105.00
11-Aug-09	Cheryl Deshane		0.3 Emails from legal counsel re: affidavits, Notices and Claim distribution	45.00
13-Aug-09	Cheryl Deshane		1.2 Updating schedule to incl. disallowed claims, double checking figures, copying affidavit and emails same	180.00
		41.0		9,812.50

Employee Name	Hourly Rate	Amount
IRA SMITH	0.4	425.00
MARTIN WOLFE	20.3	325.00
BRANDON SMITH	-	250.00
CHERYL DESHANE	20.3	150.00
Total:	41.0	9,812.50

Average Hourly Rate: \$ 239.33

SUITES - NON-CLAIMS BAR

Date	Employee Name	Duration	Activity	Hourly Rate	Amount
5-Aug-09	Martin Wolfe	0.8	communication with Frank Schiott and follow up owners account	250.00	250.00
	IRA SMITH	-		425.00	-
	MARTIN WOLFE	0.6		325.00	260.00
	BRANDON SMITH	-		250.00	-
	CHERYL DESHANE	-		150.00	-
Total:		0.8			260.00
		41.8			10,072.50

Overall Average Hourly Rate: \$ 240.97

Ira Smith Trustee & Receiver Inc.
 Detail Time Sheet

Period from: March 1, 2009 to August 13, 2009

Key name Full Estate Name
 R-1KW STINSON HOSPITALITY INC.

<u>Date</u>	<u>Name</u>	<u>Duration</u>	<u>Activity</u>	<u>\$</u>
6-Mar-09	Martin Wolfe		0.8 tel calls and email with auditors(F Alvaro & C Selby) re year end	260.00
11-Mar-09	Cheryl Deshane		0.1 Bank reconciliation	15.00
17-Mar-09	Martin Wolfe		0.3 investigate and respond to Ferideh on a banking enquiry	97.50
23-Mar-09	Martin Wolfe		2.3 reconciliation of accounts with Frank Schiott et all	747.50
24-Mar-09	Martin Wolfe		0.8 communications with C Villarin	260.00
25-Mar-09	Martin Wolfe		1.0 breakfast meeting with Ira Smith	325.00
			A/R and intercorporate reconciliations and communications	-
26-Mar-09	Martin Wolfe		4.3 travel to 1 King and meet with F Schiott to exchange cheques	1,397.50
26-Mar-09	Martin Wolfe		0.8 meet with Yehudi Hendler re O/S accounts	260.00
3-Apr-09	Martin Wolfe		5.4 year ends	1,755.00
6-Apr-09	Martin Wolfe		6.3 year ends	2,047.50
7-Apr-09	Martin Wolfe		5.2 year ends	1,690.00
8-Apr-09	Martin Wolfe		4.5 year ends	1,462.50
9-Apr-09	Martin Wolfe		3.7 year ends	1,202.50
13-Apr-09	Cheryl Deshane		0.2 Bank reconciliation	30.00
13-Apr-09	Martin Wolfe		6.3 year ends	2,047.50
14-Apr-09	Martin Wolfe		3.5 year ends	1,137.50
15-Apr-09	Martin Wolfe		3.6 year ends	1,170.00
20-Apr-09	Martin Wolfe		4.8 year ends	1,560.00
21-Apr-09	Martin Wolfe		8.6 year ends	2,795.00
22-Apr-09	Martin Wolfe		5.3 year ends	1,722.50
23-Apr-09	Martin Wolfe		7.2 year ends	2,340.00
27-Apr-09	Martin Wolfe		4.6 year ends	1,495.00
29-Apr-09	Martin Wolfe		6.2 year ends	2,015.00
29-Apr-09	Martin Wolfe		5.3 year ends	1,722.50

Ira Smith Trustee & Receiver Inc.
 Detail Time Sheet

Period from: March 1, 2009 to August 13, 2009

Key name Full Estate Name
 R-1KW STINSON HOSPITALITY INC.

<u>Date</u>	<u>Name</u>	<u>Duration</u>	<u>Activity</u>	<u>\$</u>
4-May-09	Martin Wolfe	6.5	year ends	2,112.50
5-May-09	Martin Wolfe	7.2	year ends	2,340.00
6-May-09	Martin Wolfe	6.4	year ends	2,080.00
7-May-09	Martin Wolfe	9.4	year ends	3,055.00
11-May-09	Martin Wolfe	7.1	year ends	2,307.50
13-May-09	Martin Wolfe	0.6	communication with Goodman's re indemnification agreements	195.00
13-May-09	Martin Wolfe	0.5	communication with K Tomasz re indemnification travel to 1 King to meet with accounting staff re reconciliations for	162.50
15-May-09	Martin Wolfe	0.3	communication with D Nathanson Goodmans	97.50
18-May-09	Martin Wolfe	5.5	year ends	1,787.50
19-May-09	Martin Wolfe	6.1	corporation tax returns	1,982.50
20-May-09	Martin Wolfe	6.3	corporation tax returns	2,047.50
21-May-09	Martin Wolfe	5.7	corporation tax returns	1,852.50
22-May-09	Brandon Smith	0.2	TC & fax to CRA re GST for SHI	50.00
22-May-09	Martin Wolfe	3.1	receipt and disbursement report	1,007.50
25-May-09	Martin Wolfe	6.2	receipt and disbursement report	2,015.00
26-May-09	Martin Wolfe	3.7	travel to 1 King and meet re records	1,202.50
27-May-09	Martin Wolfe	0.6	provide Goodmans with materials for indemnification	195.00
27-May-09	Martin Wolfe	3.8	receipt and disbursement report	1,235.00
4-Jun-09	Martin Wolfe	0.3	communication with HSBC	97.50
6-Jun-09	Martin Wolfe	0.3	correspondence with Kosta Tomazos	97.50
10-Jun-09	Brandon Smith	0.1	TC w/ CRA re GST RTN	25.00
11-Jun-09	Cheryl Deshane	0.1	Creditor call	15.00
18-Jun-09	Brandon Smith	1.0	Respond to CRA re gst audit	250.00

Ira Smith Trustee & Receiver Inc.
Detail Time Sheet

Period from: March 1, 2009 to August 13, 2009

Key name Full Estate Name
R-1KW STINSON HOSPITALITY INC.

<u>Date</u>	<u>Name</u>	<u>Duration</u>	<u>Activity</u>	<u>\$</u>
18-Jun-09	Martin Wolfe	0.4	telephone call with Kosta Tomazos and follow up	130.00
19-Jun-09	Brandon Smith	0.1	amend and send ltr to CRA	25.00
23-Jun-09	Brandon Smith	0.3	TC w/ CRA re GST acct	75.00
29-Jun-09	Brandon Smith	0.3	issue pmts as required	75.00
30-Jun-09	Martin Wolfe	0.8	meet with HSBC re closing and transfer of bank accounts	260.00
30-Jun-09	Martin Wolfe	0.5	meet with Kosta Tomazos re agreements	162.50
30-Jun-09	Martin Wolfe	0.9	meet with Frank Shoit at HSBC and office	292.50
30-Jun-09	Martin Wolfe	1.5	travel fro office to 1 King and back	487.50
2-Jul-09	Cheryl Deshane	0.1	bank reconciliation	15.00
7-Jul-09	Brandon Smith	0.5	Letter to CRA re SHI GST Audit	125.00
8-Jul-09	Martin Wolfe	0.7	phone calls and correspondence to WSIB re 49K assessment	227.50
27-Jul-09	Brandon Smith	0.5	Discussion w/ M Wolfe re GST and status	125.00
27-Jul-09	Martin Wolfe	8.3	R& D Update and analysis	2,697.50
27-Jul-09	Martin Wolfe	3.4	R& D Update and analysis and communication with L Butti communications with tax dept	1,105.00
29-Jul-09	Cheryl Deshane	0.1	bank reconciliation	15.00
31-Jul-09	Brandon Smith	0.3	review gst audit clearance & file 2nd qtr rtns	75.00
12-Aug-09	Cheryl Deshane	0.1	bank reconciliation	15.00
13-Aug-09	Ira Smith	8.2	Thirteenth Report to Court preparation, going over schedules with Cheryl Deshane, reviewing M. Wolfe schedules	3,485.00
13-Aug-09	Martin Wolfe	2.9	finalize R&D	942.50
		202.0		66,100.00

Ira Smith Trustee & Receiver Inc.
 Detail Time Sheet

Period from: March 1, 2009 to August 13, 2009

Key name	Full Estate Name	<u>Date</u>	<u>Name</u>	<u>Duration</u>	<u>Activity</u>	<u>\$</u>
			<u>Employee name</u>		<u>Hourly Rate</u>	<u>Amount</u>
R-1KW	STINSON HOSPITALITY INC.		IRA SMITH	8.2		3,485.00
			MARTIN WOLFE	189.8		61,685.00
			BRANDON SMITH	3.3		825.00
			CHERYL DESHANE	0.7		105.00
Total:				202.0		66,100.00
Average Hourly Rate:						\$ 327.23

Ira Smith Trustee & Receiver Inc.
Detail Time Sheet

Period from: March 1, 2009 to August 13, 2009

Key name	Full Estate Name	Date	Name	Duration	Activity	\$
R-1KW	SALES PROCESS					
		5-Mar-09	Ira Smith	0.4	Telcon w. D. Nathanson, email from D. Nathanson re TSCC 1703 interest, Nathanson re document signing, signing, forwarding of email to M. Wolfe, email from D. scanning and emailing of docs to D. Nathanson	170.00
		25-Mar-09	Ira Smith	0.8	Mtg w. M. Wolfe to go over o/s issues and cheque signing	340.00
		5-Aug-09	Martin Wolfe	0.8	communication with Frank Schiott and follow up owners account	260.00
				2.0		770.00

Amount
510.00
260.00
770.00

Hourly Rate
425.00
325.00
770.00

Employee name
IRA SMITH
MARTIN WOLFE

Total:

Average Hourly Rate: \$ 385.00

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
- COMMERCIAL LIST -**

Proceeding commenced at Toronto

**AFFIDAVIT OF IRA SMITH
(Sworn August 17, 2009)**

Goodmans LLP
Barristers & Solicitors
250 Yonge Street, Suite 2400
Toronto, Canada M5B 2M6

Joseph Latham (LSUC#32326A)

Tel: 416-979-2211
Fax: 416-979-1234

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

APPENDIX “M”

Court File No. 07-CL-6913

**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

**AFFIDAVIT OF L. JOSEPH LATHAM
(sworn August 17, 2009)**

I, L. Joseph Latham, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am a partner with the law firm of Goodmans LLP (“Goodmans”), counsel for Ira Smith Trustee & Receiver Inc. (“ISI”), 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 Inc. and 2076564 Ontario Inc. (collectively, the “Debtors”). As such, I have knowledge of the matters hereinafter deposed to, except where stated to be on information and belief, and where so stated I verily believe them to be true.
2. ISI was appointed Receiver of all of the property, assets and undertaking of the Debtors pursuant to an Order of the Ontario Superior Court of Justice dated August 24, 2007 (the “Receivership Order”).
3. Pursuant to paragraph 21 of the Receivership Order, the Receiver and its legal counsel are required to pass their accounts from time to time.

4. Attached hereto and marked as Exhibit "A" to this my Affidavit is a summary of the invoices dated April 7, 2009, June 5, 2009 and August 17, 2009 rendered by Goodmans to the Receiver (collectively, the "Goodmans Accounts") in respect of these proceedings which include dockets ranging from March 2, 2009 to August 14, 2009, as well as copies of the Goodmans Accounts. Attached hereto and marked as Exhibit "B" is a summary by timekeeper of the Goodmans Accounts.

5. Goodmans expended a total of 179.0 hours in connection with this matter for the above-noted period, totalling \$92,303.63 in fees, disbursements and applicable taxes. Of this time, approximately 35.1 hours represent Goodmans' time expended in connection with the Supplementary Claims Process (as defined in the Receiver's Twelfth Report), giving rise to fees and disbursements which total \$9,274.51, excluding GST.

6. The balance of the docket entries represent Goodmans' fees and disbursements incurred in relation to the Receivership generally.

7. I estimate that Goodmans will incur approximately an additional \$15,330 with respect to fees and disbursements (inclusive of an estimate for GST) in assisting the Receiver to complete the Receivership and obtain a discharge herein.

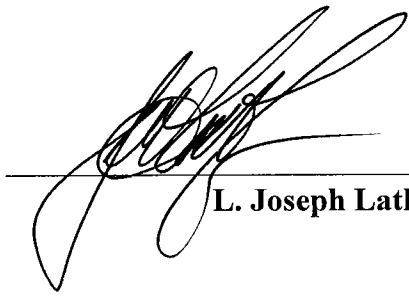
8. Goodmans has had its rates and disbursements, including the rates of various of the lawyers who provided services in these proceedings, approved by this Honourable Court in these proceedings and in respect of similar services provided in various other insolvency and restructuring files.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario, this 17th day of August, 2009.



A Commissioner for taking affidavits

Hannah Arthurs



L. Joseph Latham

EXHIBIT "A"

**IRA SMITH TRUSTEE & RECEIVER INC. AS RECEIVER AND MANAGER OF STINSON HOSPITALITY INC.,
DOMINION CLUB OF CANADA CORPORATION, THE SUITES AT 1 KING WEST INC. AND 2076564 ONTARIO INC.**

MARCH 2, 2009 – AUGUST 14, 2009

Invoice Number	Invoice Date	Invoice Period / Description	Total General Hours	Fees	GST on Fees	Disbursements	GST on Disbursements	Invoice Total
517295	April 7, 2009	March 2, 2009 to April 3, 2009	85.7	\$37,624.00	\$1,881.20	\$3,640.16	\$168.66	\$43,314.02
520943	June 5, 2009	April 8, 2009 to May 29, 2009	22.2	\$8,133.50	\$406.68	\$291.04	\$14.55	\$8,845.77
524800	August 17, 2009	June 1, 2009 to August 14, 2009	108	\$36,364.00	\$1,818.20	\$1,887.70	\$73.94	\$40,143.84

This is Exhibit A referred to in the
 affidavit of J. Latham
 sworn before me, this 17th
 day of August 2009.


 A COMMISSIONER FOR TAKING AFFIDAVITS

April 7, 2009

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

ATTENTION: Ira Smith

OUR FILE NO. ISTR 070060

OUR INVOICE NO. 517295

Re: Stinson Hospitality Inc. and Dominion Club of Canada Corporation

TO OUR PROFESSIONAL SERVICES RENDERED IN CONNECTION WITH THE ABOVE NOTED
MATTER INCLUDING THE FOLLOWING:

Date	TKID	Hours	Description
03/02/09	LUB	7.60	Finalize motion materials; telephone conferences with I. Smith; circulate for final review;
03/02/09	LJL	2.20	Multiple emails and office conference with F. Myers and L. Butti re: draft Tenth Report; reviewing and commenting on draft Tenth Report; emailing revisions to L. Butti and F. Myers;
03/02/09	FMS	1.20	Review draft Notice of Motion and draft Order and revise; review further draft and discuss with J. Latham;
03/03/09	HNA	3.90	Inter-office conference with L. Butti and H. Arthurs; review and revise Motion Record index; assist in preparation of Motion Record; draft emails and serve Volume I of Motion Record; re-serve failed deliveries;
03/03/09	LUB	7.80	Amend Receiver's report (abandonment); serve copies on all parties on service list;
03/03/09	LJL	3.00	Reviewing and revising draft Tenth Report; office conference with F. Myers and L. Butti re: same; and re: Verdun abandoning motion; finalizing report; meeting with I. Smith; e-mail to C. Casciato and J. Carhart re: interim distribution issues;
03/03/09	FMS	2.50	Review Mirvish concerns re: lack of full distribution and exploration of need for reserves; review Verdun abandonment of motion for leave; consider costs; allocate costs as between Verdun and claims process; instruct L. Butti re: bill of costs;

Date	TKID	Hours	Description
03/04/09	LUB	2.50	Correspondence with parties re: materials received; update service list; e-mail correspondence with EME re: distribution; interoffice conference with A. Martelli re: bill of costs;
03/04/09	AMT	0.20	Office conference with L. Butti;
03/04/09	DDN	0.30	Telephone call and email correspondence W. Ragoonanan (Gardiner Miller Arnold LLP) re: final statement of adjustments; email exchange J. Latham re: same and re: credit to purchaser for accrued interest on purchase price;
03/05/09	LUB	0.40	Telephone conversations with M. Title's office; update service list;
03/05/09	DDN	2.80	Telephone call and email correspondence W. Ragoonanan (Gardiner Miller Arnold LLP) re: final statement of adjustments; email exchange J. Latham re: same and re: credit to purchaser for accrued interest on purchase price; telephone conferences S. Molligan (Goodmans) re: same; telephone conference I. Smith re: same; email I. Smith, C. Villarin re: same; review and finalize transaction record books; email I. Smith re: outstanding documents to be signed on behalf of Vendor;
03/06/09	LUB	0.50	Telephone conversation with I. Smith; amend service list; review Bill of Costs from M. Title; interoffice conference with A. Martelli;
03/06/09	AMT	1.40	Review of dockets; review of Tenth Report of the Receiver; draft Bill of Costs;
03/09/09	LUB	3.50	Voicemail exchange with I. Smith re: costs; interoffice conference with A. Martelli; telephone conferences with P. MacDonald; review PIN; review cost submissions (EME); revise cost submissions;
03/09/09	PM	0.40	Telephone conversation with L. Butti; search PIN for L. Butti; email to L. Butti;
03/09/09	AMT	1.90	Office conference with L. Butti; review and revise Bill of Costs;
03/09/09	FMS	0.50	Review draft cost submissions and revise;
03/09/09	DDN	1.70	Prepare transaction record books; generally engaged in post-closing matters;
03/10/09	LUB	2.30	Finalize, serve and file cost submissions; prepare for attendance at motion; voicemail for M. Title's office re: costs; telephone conference with Commercial List; telephone conference with M. Sims;
03/10/09	GLL	0.40	Discussions with D. Nathanson re record book and municipal address
03/10/09	AMT	0.20	Review and revise Bill of Costs;

Date	TKID	Hours	Description
03/10/09	FMS	0.40	Review and finalize costs submission with L. Butti;
03/10/09	DDN	2.10	Finalize transaction record books; interoffice conference G. Lauzon re: same; email exchange J. Latham (Goodmans) re: municipal addresses attributed to transferred real property; telephone conference G. Lauzon, G. Chu (City of Toronto) re: same; telephone conference I. Smith re: same; subsequent telephone conference G. Chu e: same;
03/11/09	LUB	5.00	Attend at motion; obtain issued and entered order; circulate copy to service list; review e-mail re: appeal; e-mail correspondence with I. Smith;
03/11/09	LD	0.10	Telephone conversation with L. Butti;
03/11/09	FMS	5.40	Prepare for and attend court for Interim Distribution and costs argument (Verdun abandoned motion); meet I. Smith re: next steps to wind down receivership;
03/11/09	DDN	0.20	Prepare transaction record books;
03/13/09	LUB	0.80	Draft and send response re: Notice of Dispute; e-mail and telephone conference with Commercial List;
03/17/09	LUB	0.10	E-mail correspondence re: appeals and distribution;
03/18/09	LUB	0.70	Telephone conference with F. Myers re: 11th Report; review and respond to Szeto Notice of Dispute; telephone conference and e-mail correspondence with I. Smith re: same;
03/18/09	FMS	0.40	Review draft response to alleged unsecured appellant; instruct L. Butti re: distribution motion;
03/20/09	LUB	1.40	Draft Receiver's Report and Discharge Order;
03/23/09	LUB	5.50	Draft Receiver's Report; draft Notice of Motion; revise Order; e-mail correspondence with I. Smith; e-mail correspondence with F. Myers;
03/23/09	FMS	0.20	Telephone conversation with L. Butti re: materials for discharge motion;
03/24/09	LUB	4.60	Preparation of motion materials for April 1 hearing; telephone conference with and e-mail correspondence with I. Smith; e-mail correspondence with F. Myers and J. Latham;
03/24/09	FMS	1.00	Review draft motion materials; meet J. Latham to determine that interim distribution only should be sought; review and revise court documents;
03/25/09	LUB	2.50	Finalize motion materials; telephone conferences with I. Smith; serve Receiver's Motion Record;

Date	TKID	Hours	Description
03/25/09	FMS	0.30	Discussions with L. Butti and I. Smith re: amount of interim distribution;
03/26/09	LUB	0.70	Telephone conferences with with City of Toronto; revise service list; e-mail correspondence with A. Jacques; telephone conference with F. Myers; telephone conferences with I. Smith; telephone conference with D. Nathanson;
03/26/09	DDN	0.30	Email exchange and telephone conference L. Butti (Goodmans) re: discussions with City of Toronto re: municipal tax arrears; review prior correspondence with respect to same;
03/30/09	LUB	0.20	Telephone conference with City of Toronto; telephone conference with M. Title's office;
03/30/09	GLL	0.20	Discussions with L. Butti re notice given to City of Toronto
03/31/09	LUB	0.50	Revise service list; telephone conference with I. Smith; e-mail correspondence with F. Myers;
04/01/09	LUB	2.20	Prepare for and attend for interim distribution; issue and enter Order; serve copy of same; e-mail correspondence with M. Sims;
04/03/09	DDN	0.10	Telephone conference Ira Smith re: Final Statement of Adjustments;

OUR FEE

\$37,624.00

TIMEKEEPER SUMMARY

TKID	NAME	HOURS	RATE
FMS	Myers, Frederick	11.90	\$720.00
LJL	Latham, L. Joseph	5.20	\$650.00
DDN	Nathanson, David	7.50	\$320.00
HNA	Arthurs, Hannah	3.90	\$230.00
LUB	Butti, Lauren	48.80	\$430.00
AMT	Martelli, Anna	3.70	\$240.00
GLL	Lauzon, Gloria	0.60	\$345.00
LD	Dagg, Linda	0.10	\$300.00
PM	MacDonald, Paula	0.40	\$225.00
WPBM	Blake-Daye, Milicent	0.40	\$50.00

TKID	NAME	HOURS	RATE
S/O	Overtime, Secretary	1.00	\$50.00
DA	Clerk, Litigation	2.20	\$50.00

DISBURSEMENTS

Telephone - Long Distance	0.87
Copies	3,085.00
Set Down Motion	254.00
Delivery - Courier	210.79
Process Server	60.00
Search - Sub	15.00
Search - Sub	13.00
Telecopier Charges	1.50

TOTAL DISBURSEMENTS **\$3,640.16**

TOTAL FEES ON THIS INVOICE \$37,624.00

GST ON FEES 1,881.20

NON TAXABLE DISBURSEMENTS 267.00

TAXABLE DISBURSEMENTS 3,373.16

TOTAL DISBURSEMENTS ON THIS INVOICE \$3,640.16

GST ON TAXABLE DISBURSEMENTS 168.66

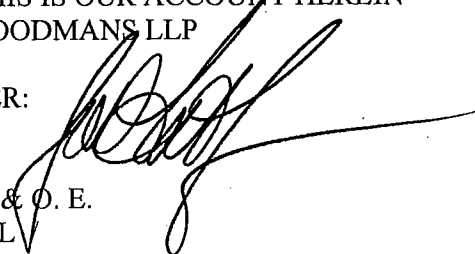
TOTAL THIS INVOICE **\$43,314.02**

TOTAL AMOUNT DUE IN CANADIAN DOLLARS

\$43,314.02

THIS IS OUR ACCOUNT HEREIN
GOODMANS LLP

PER:



E. & O. E.
LJL

This invoice is payable upon receipt in accordance with Section 33 of the Solicitors Act (Ontario), interest will be charged at the rate of 1.30% per annum on unpaid fees, charges or disbursements calculated one month from the date this invoice is delivered.

Goodmans^{LLP}

Barristers & Solicitors

250 Yonge Street, Suite 2400
Toronto, Ontario Canada M5B 2M6

Telephone: 416.979.2211

Facsimile: 416.979.1234

goodmans.ca

GST Registration Number R119422962

June 5, 2009

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

ATTENTION: Ira Smith

OUR FILE NO. ISTR 070060

OUR INVOICE NO. 520943

Re: Stinson Hospitality Inc. and Dominion Club of Canada Corporation

TO OUR PROFESSIONAL SERVICES RENDERED IN CONNECTION WITH THE ABOVE NOTED
MATTER INCLUDING THE FOLLOWING:

Date	TKID	Hours	Description
04/08/09	LUB	0.10	E-mail with I. Smith re: distribution of funds;
04/14/09	LUB	0.40	Telephone conference with I. Smith; interoffice conference with F. Myers and J. Latham;
04/14/09	FMS	0.20	Meet L. Butti and telephone conversation with J. Latham re: status of estate completion and discharge motion;
04/15/09	LUB	0.10	E-mail correspondence with I. Smith; e-mail correspondence with M. Sims;
04/20/09	LUB	0.40	Voicemail for I. Smith; telephone conference with M. Sims; voicemail for Commercial List re: scheduling;
04/21/09	LUB	0.10	E-mail correspondence and telephone conference with I. Smith;
04/21/09	TMM	0.10	Correspondence re: adjustments;
04/21/09	DDN	0.40	Email exchanges M. Wolfe, I. Smith, T. MacDonald, J. Latham re: final statement of adjustments and City of Toronto realty taxes paid;
04/22/09	LUB	0.10	Telephone conference with I. Smith re: DCC receivables and tax matter;
04/28/09	LUB	0.30	E-mail I. Smith; telephone conference with Commercial List;
05/05/09	LUB	0.30	Email correspondence with I. Smith and M. Wolfe re: receivables; review spreadsheet re: same;
05/11/09	LUB	1.10	E-mail correspondence from M. Wolfe; voicemail from M Sims; telephone

Barristers & Solicitors
 250 Yonge Street, Suite 2400
 Toronto, Ontario Canada M5B 2M6
 Telephone: 416.979.2211
 Facsimile: 416.979.1234
 goodmans.ca

GST Registration Number R119422962
 Invoice #520943 -- page 2

Date	TKID	Hours	Description
			conference with with M. Wolfe; voicemail for I. Smith; e-mail J. Latham and F. Myers; e-mail M. Sims;
05/12/09	LUB	2.40	Interoffice conference with J. Latham; telephone conversations with M. Wolfe and I. Smith; review POCs filed against the Suites; draft schedule of claims;
05/12/09	LJL	0.80	Office conference with L. Butti and telephone calls with I. Smith and M. Wolfe re: closure of bank accounts and issues re: funds in Suites;
05/12/09	DDN	0.30	Telephone M. Wolfe re: reference to adjustment for realty taxes in final statement of adjustments; revise same and email to M. Wolfe for review and approval;
05/13/09	LUB	2.00	Draft indemnification agreement; voicemails for M. Wolfe; interoffice conference with J. Latham; revise indemnification agreement; telephone conference with M. Sims;
05/13/09	LJL	0.50	Office conference with L. Butti re: Suites payables;
05/14/09	LUB	0.40	Voicemail from F. Myers; voicemail and telephone conference with M. Wolfe;
05/15/09	DDN	0.20	Email correspondence M. Wolfe re: final statement of adjustments; finalize transaction record book;
05/19/09	DDN	0.10	Finalize transaction record books;
05/20/09	LUB	0.40	E-mail correspondence with I. Smith; e-mail correspondence with M. Wolfe; e-mail correspondence with M. Sims; e-mail correspondence with J. Latham and F. Myers;
05/21/09	LUB	0.20	Voicemail from F. Myers; e-mail F. Myers and J. Latham.
05/23/09	LUB	0.20	Telephone conference with F. Myers re: review of claims;
05/23/09	FMS	0.50	Review Suites recovery issues with L. Butti; telephone conversation with J. Latham to formulate strategy;
05/25/09	HNA	0.70	Office conferences with L. Butti re: claims made against the Suites;
05/25/09	LUB	1.70	Voicemail from I. Smith; voicemail from M. Sims; telephone conversation with I. Smith; e-mail correspondence re: Indemnity Agreement; interoffice conference with H. Arthurs re: Review of Suites claims;
05/26/09	HNA	1.40	Review Proof of Claims filed against the Suites; e-mail correspondence with L. Butti;
05/26/09	LUB	0.30	E-mail from M. Sims re: 9:30 appointment; e-mail F. Myers and J. Latham re:

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Facsimile: 416.979.1234

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GST Registration Number R119422962

Invoice #520943 -- page 3

Date	TKID	Hours	Description
			EME's request; brief telephone conference with H. Arthurs;
05/27/09	HNA	2.30	Review Proofs of Claims filed against the Suites and prepare chart re: same; inter-office conference with L. Butti; telephone call with L. Butti;
05/27/09	LUB	0.50	Revise and circulate indemnity agreement; telephone conference with with M. Wolfe;
05/28/09	HNA	0.50	Finalize chart summarizing proofs of claims re: the Suites; inter-office conference with L. Butti;
05/28/09	LUB	0.50	Telephone conference with Commercial List; finalize Indemnity Agreement; e-mail I. Smith re: execution; voicemail for I. Smith;
05/29/09	LUB	0.50	E-mail J. Latham and F. Myers; review endorsement of Pepall, J.; prepare form of Order; e-mail I. Smith.

OUR FEE**\$8,133.50****TIMEKEEPER SUMMARY**

TKID	NAME	HOURS	RATE
FMS	Myers, Frederick	0.70	\$720.00
LJL	Latham, L. Joseph	1.30	\$650.00
TMM	Macdonald, Thomas M.	0.10	\$675.00
DDN	Nathanson, David	1.00	\$320.00
HNA	Arthurs, Hannah	4.90	\$230.00
LUB	Butti, Lauren	12.00	\$430.00
WPMF	Franco-Javier, Madeleine	0.10	\$50.00
WPNB	Buchanan, Susan	2.10	\$50.00

DISBURSEMENTS

Copies	85.25
Telephone - Cellular Phone Charges	1.80
Delivery - Courier	203.99

TOTAL DISBURSEMENTS**\$291.04**

TOTAL FEES ON THIS INVOICE	\$8,133.50
GST ON FEES	406.68
NON TAXABLE DISBURSEMENTS	0.00
TAXABLE DISBURSEMENTS	291.04
TOTAL DISBURSEMENTS ON THIS INVOICE	\$291.04
GST ON TAXABLE DISBURSEMENTS	14.55
TOTAL THIS INVOICE	\$8,845.77

ACCOUNTS RECEIVABLE

DATE	NUMBER	INVOICE AMT	TOTAL PAID/CR	BALANCE DUE
04/07/09	517295	\$43,314.02	\$0.00	\$43,314.02

TOTAL OUTSTANDING INVOICES (IN CDN) \$43,314.02

TOTAL AMOUNT DUE IN CANADIAN DOLLARS \$52,159.79

THIS IS OUR ACCOUNT HEREIN
GOODMANS LLP

PER:

E. & O. E.
LJL /

This invoice is payable upon receipt in accordance with Section 33 of the Solicitors Act (Ontario), interest will be charged at the rate of 1.30% per annum on unpaid fees, charges or disbursements calculated one month from the date this invoice is delivered.



Barristers & Solicitors
250 Yonge Street, Suite 2400
Toronto, Ontario Canada M5B 2M6
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Facsimile: 416.979.1234
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GST Registration Number R119422962

August 17, 2009

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

ATTENTION: Ira Smith

OUR FILE NO. ISTR 070060
OUR INVOICE NO. 524800

Re: Stinson Hospitality Inc. and Dominion Club of Canada Corporation

TO OUR PROFESSIONAL SERVICES RENDERED IN CONNECTION WITH THE ABOVE NOTED
MATTER INCLUDING THE FOLLOWING:

Date	TKID	Hours	Description
06/01/09	LUB	0.60	Revise draft order; e-mail correspondence from M. Sims; e-mail J. Latham; voicemail for I. Smith; telephone conference with M. Sims;
06/02/09	HNA	0.30	Review Proof of Claim of Relational Leasing and supporting documentation (Suites);
06/02/09	LUB	0.40	E-mail F. Myers and J. Latham; e-mail from M. Sims; revise Verdun cost order;
06/03/09	LUB	0.60	E-mail correspondence with M. Sims and A. Prebetic re: draft order and revisions; e-mail correspondence and voicemail for M. Sims re: 9:30 appointment; e-mail correspondence with J. Latham and F. Myers re: 9:30 appointment and final discharge hearing.
06/03/09	DDN	0.20	Finalize transaction record books.
06/04/09	LUB	1.30	E-mail correspondence from M. Sims; interoffice conference with F. Myers and J. Latham re: Suites and 9:30 appointment; e-mail and voicemail message for R. Frost.
06/04/09	DDN	0.20	Finalize CD-ROM version of transaction record books.
06/05/09	LUB	2.20	Prepare for and attend at Court; have Order issued and entered re: costs; telephone conference with I. Smith; telephone conference with F. Myers; brief telephone conference with J. Latham.
06/05/09	DDN	0.20	Mail CD-ROM record books to I. Smith, W. Ragoonanan (Gardiner Miller

Date	TKID	Hours	Description
			Arnold); draft cover letters re: same.
06/07/09	LUB	0.20	E-mail Order to counsel; e-mail from A. Prebetic.
06/10/09	LUB	0.10	E-mail from M. Wolfe re: Suites.
06/13/09	LUB	1.20	Draft Receiver's Report and Supplementary Claims Process Order; e-mail H. Arthurs; e-mail from M. Wolfe.
06/15/09	HNA	3.20	Draft Twelfth Receiver's Report and Supplementary Claims Process Order;
06/15/09	LUB	0.10	E-mail correspondence with R. Verdun.
06/16/09	HNA	5.80	Draft Notice of Motion; draft Twelfth Report Approval Order; revise Twelfth Report, Supplementary Claims Process Order and Notice of Motion as per L. Butti, I. Smith, F. Myers and J. Latham's comments; e-mail correspondence with I. Smith; prepare and serve motion records; e-mail correspondence with M. Wolfe;
06/16/09	LUB	1.00	Review and revise motion materials for Suites claims review.
06/16/09	LJL	0.20	Reviewing draft motion materials;
06/17/09	HNA	0.60	Draft Affidavit of Service re: motion materials for motion returnable June 22, 2009;
06/17/09	LUB	0.30	Interoffice conference with H. Arthurs re: service list; review Suites claims from M. Wolfe; e-mail correspondence with H. Arthurs.
06/18/09	HNA	0.60	Telephone call with M. Wolfe; review chart summarizing proofs of claim prepared by M. Wolfe; inter-office conference with L. Butti;
06/18/09	LUB	0.50	Interoffice conference with H. Arthurs; e-mail from M. Sims re: motion; telephone conference with I. Smith.
06/19/09	HNA	2.60	Telephone calls with C. Deshane; inter-office conferences with L. Butti; telephone calls with M. Wolfe; review chart summarizing proofs of claim filed against the Suites prepared by M. Wolfe; revise chart summarizing proofs of claim;
06/19/09	LUB	2.10	Telephone conferences with I. Smith; telephone conference with J. Latham; interoffice conference with H. Arthurs; voicemail for F. Myers.
06/22/09	HNA	3.60	Prepare for and attend at motion before Madam Justice Pepall re: Twelfth Report and Supplementary Claims Process; revise Supplementary Claims Process Order; e-mail correspondence with I. Smith, M. Sims, M. Title, M. Arnold and H. Stinson; inter-office conference with L. Butti;

Date	TKID	Hours	Description
06/22/09	LUB	1.50	Telephone conference with H. Arthurs; e-mail correspondence with counsel; telephone conference with M. Sims re: discharge hearing; revise Suites Order; draft Suites Notice language.
06/23/09	HNA	5.10	Prepare revised Approval Order and Supplementary Claims Process Order; attend 9:30 appointment before Madam Justice Pepall; enter Orders with court; telephone call with L. Butti; circulate issued and entered orders to service list; e-mail correspondence with C. Deshane; review and revise Notices of Determination re: Suites claims;
06/23/09	LUB	2.50	Review and revise proofs of claims for the Suites; interoffice conference with H. Arthurs; voicemail for F. Myers.
06/24/09	HNA	3.60	Review e-mail correspondence from F. Myers; telephone calls and e-mail correspondence with C. Deshane; inter-office conferences with L. Butti; meeting with I. Smith; finalize Notices of Determination;
06/24/09	LUB	1.10	Review and revise notices of determination; interoffice conference with H. Arthurs; telephone conference with F. Myers.
07/07/09	LUB	4.80	Draft motion materials for final hearing for distributions and discharge; draft affidavit in support of writ re: Verdun costs.
07/07/09	LD	0.20	Telephone conversation with L. Butti re Writ of Execution.
07/08/09	HNA	0.20	Discussions with L. Butti; re: discharge hearing.
07/08/09	LUB	5.00	Draft Order, Notice of Motion; revise Receiver's report; review invoices; interoffice conference with J. Latham; voicemail for M. Sims; swear affidavit for J. R. Verdun writ.
07/08/09	LD	1.00	Telephone message from and telephone conversation with L. Butti; draft and revise Writ of Seizure, Requisition and instructions.
07/08/09	LJL	0.20	Office conference with L. Butti re: status of proceedings towards discharge;
07/09/09	HNA	1.20	Meeting with L. Butti re: preparation of discharge hearing materials.
07/09/09	LUB	0.60	Revise Receiver's report; interoffice conference with H. Arthurs.
07/09/09	LD	0.20	Review documents and instructions.
07/10/09	LD	0.10	Receipt and review Writ of Execution; inter-office conference with L. Butti.
07/13/09	LUB	0.40	E-mail correspondence with F. Myers re: Verdun hearing; e-mail correspondence with H. Arthurs re: appeal; voicemail from M. Sims.

Date	TKID	Hours	Description
07/14/09	LUB	0.30	Telephone conference with M. Sims re: assignment and distribution estimate; voicemail for I. Smith re: same.
07/15/09	HNA	0.10	Reviewing and responding to email from C. Deshane.
07/15/09	LUB	1.50	Draft Assignment Agreement for Verdun costs order; e-mail correspondence from C. Deshane.
07/16/09	LUB	1.00	Draft Assignment Agreement; revise Receiver's report.
07/17/09	LUB	0.10	Telephone conference with F. Myers re: Assignment Agreement.
07/18/09	HNA	1.10	Reviewing and revising the Thirteenth Report of the Receiver.
07/20/09	LUB	0.90	Prepare accounts affidavit; revise Assignment Agreement; voicemail for I. Smith;
07/21/09	LUB	0.70	Interoffice conference with J. Latham; e-mail correspondence and telephone conference with I. Smith.
07/21/09	LJL	0.30	Office conference with L. Butti re: status and next steps;
07/22/09	LUB	1.80	Telephone conference with M. Sims; review and revise Receiver's Report, Notice of Motion and Discharge Order; e-mail correspondence with J. Latham and F. Myers re: same; e-mail correspondence with I. Smith re: final estimate for distributions.
07/23/09	LUB	1.50	Revise Report, Notice of Motion and Order; telephone conference with M. Sims and A. Prebetic re: assignment.
07/24/09	HNA	0.50	Meeting with L. Butti re: discharge hearing; drafting email to C. Deshane.
07/24/09	LUB	0.70	Review status of Discharge Materials with H. Arthurs; e-mail correspondence with I. Smith re: R&D.
07/27/09	LUB	0.30	E-mail correspondence with I. Smith and M. Wolfe re: R&D; e-mail correspondence with N. Wilson re: fee affidavits.
07/28/09	LUB	2.40	Review invoices for fee affidavits; e-mail correspondence with M. Wolfe and I. Smith; telephone conference with A. Pribetic; voicemail exchange with M. Sims re: Verdun; e-mail correspondence with A. Pribetic and M. Sims re: Verdun.
07/29/09	LUB	0.10	Telephone conference with N. Wilson re: fee affidavits.
07/30/09	LUB	0.50	E-mail correspondence with M. Sims and A. Pribetic re: Verdun motion; e-mail from R. Verdun; voicemail for F. Kussner re: attendance; e-mail R.

Date	TKID	Hours	Description
			Verdun.
07/31/09	HNA	0.10	Reviewing email correspondence from L. Butti re: draft 13th Report and Assignment Agreement.
07/31/09	LUB	1.90	Telephone conference with F. Kussner re: Verdun motion; revise court materials; voicemail for A. Pribetic; voicemail for J. Latham; memo for H. Arthurs; voicemail for I. Smith re: fee affidavits and report.
07/31/09	FBK	0.30	Interoffice conference between F. Kussner and L. Butti re: Court of Appeal attendance;
08/04/09	FBK	1.90	Receive and review correspondence and documentation re: court proceedings; receive Affidavit of B. Verdun; e-mail to F. Myers; telephone call to L. Butti; conference call among F. Kussner, F. Myers, J. Latham and L. Butti; prepare Notice of Motion to strike Affidavit; review correspondence; interoffice conferences between F. Kussner and L. Butti;
08/04/09	FMS	0.90	Reviewing new scandalous affidavit of Verdun; telephone conference with J. Latham, L. Butti and F. Kussner re: response to affidavit and bringing motion to strike affidavit.
08/05/09	FBK	1.80	Finalize motion materials; prepare correspondence; telephone discussion with L. Butti; receive and review correspondence from B. Verdun; correspondence to all counsel; revise motion materials; assemble Record; telephone call from Miller Thomson; receive and review correspondence from Miller Thomson; correspondence to Miller Thomson; assemble documentation for Court of Appeal hearing;
08/06/09	FMS	2.00	Preparing for and attending court; reporting to Receiver.
08/10/09	LJL	1.30	Revising letter to B. Verdun; reviewing draft report;
08/11/09	HNA	0.30	E-mail correspondence with C. Deshane and L. Butti re: Affidavit of Service re: Suites Notices of Determination; drafting e-mail to I. Smith re: draft report; reviewing J. Latham's comments re: draft Thirteenth Report.
08/11/09	LJL	0.80	Reviewing and commenting on draft Thirteenth Report;
08/12/09	HNA	1.70	E-mail correspondence with L. Butti; revising Thirteenth Report of the Receiver as per J. Latham's comments; reviewing and revising fee Affidavit.
08/13/09	HNA	8.40	Reviewing and revising draft Thirteenth Report of the Receiver, Notice of Motion and Discharge Order; drafting e-mail to B. Gardiner and M. Arnold; e-mail correspondence with H. Stinson; e-mail correspondence with C. Deshane re: Affidavit of Service; e-mail correspondence with L. Butti, J.

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 250 Yonge Street, Suite 2400
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Invoice #524800 -- page 6

Date	TKID	Hours	Description
			Latham, I. Smith re: draft materials; preparing appendices to Thirteenth Report; telephone call from Commercial List; further revising of fee Affidavit; meeting with F. Myers; meeting with J. Latham.
08/13/09	LJL	2.00	Reviewing and revising draft Court materials; office conference with H. Arthurs and telephone call with I. Smith re: same;
08/14/09	HNA	5.60	Revising draft Thirteenth Report as per J. Latham's and I. Smith's comments; revising draft Discharge Order as per J. Latham's comments; drafting letter to Commercial List re: cancellation of August 17, 2009 appointment; reviewing e-mail correspondence from M. Title; responding to e-mail correspondence from R. Verdun; updating service list; e-mail correspondence among J. Latham, F. Myers, L. Butti and H. Arthurs; preparing motion materials;

OUR FEE

\$36,364.00

TIMEKEEPER SUMMARY

TKID	NAME	HOURS	RATE
FBK	Kussner, Francy	4.00	\$625.00
FMS	Myers, Frederick	2.90	\$720.00
LJL	Latham, L. Joseph	4.80	\$650.00
DDN	Nathanson, David	0.60	\$320.00
HNA	Arthurs, Hannah	44.60	\$230.00
LUB	Butti, Lauren	40.20	\$430.00
LD	Dagg, Linda	1.50	\$300.00
WPEL	Laws, Deana	0.40	\$50.00
WPJB	Bennett, Jayne	0.60	\$50.00
WPLS	Selorio, Liz	1.00	\$50.00
WPMF	Franco-Javier, Madeleine	1.20	\$50.00
WPSM	Murphy, Sheenagh	1.00	\$50.00
DA	Clerk, Litigation	5.20	\$50.00

DISBURSEMENTS

Telephone - Long Distance
 Copies

2.66
 605.75

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Barristers & Solicitors

250 Yonge Street, Suite 2400
Toronto, Ontario Canada M5B 2M6Telephone: 416.979.2211
Facsimile: 416.979.1234
goodmans.ca

GST Registration Number R119422962

Invoice #524800 -- page 7

Set Down Motion	254.00	
Issue Writ of Seizure	155.00	
CD Production	474.04	
Delivery - Courier	396.25	
TOTAL DISBURSEMENTS		\$1,887.70
<hr/>		
TOTAL FEES ON THIS INVOICE		\$36,364.00
GST ON FEES		1,818.20
NON TAXABLE DISBURSEMENTS	409.00	
TAXABLE DISBURSEMENTS	1,478.70	
TOTAL DISBURSEMENTS ON THIS INVOICE		\$1,887.70
GST ON TAXABLE DISBURSEMENTS		73.94
TOTAL THIS INVOICE		\$40,143.84
<hr/>		
TOTAL AMOUNT DUE IN CANADIAN DOLLARS		\$40,143.84

THIS IS OUR ACCOUNT HEREIN
GOODMANS LLP

PER:

E. & O. E.
LJL

This invoice is payable upon receipt. In accordance with Section 33 of the Solicitors Act (Ontario) interest will be charged at the rate of 0.50% per annum on unpaid fees, charges or disbursements calculated one month from the date this invoice is delivered.

EXHIBIT "B"

IRA SMITH TRUSTEE & RECEIVER INC. AS RECEIVER AND MANAGER OF STINSON
HOSPITALITY INC., DOMINION CLUB OF CANADA CORPORATION, THE SUITES AT 1
KING WEST INC. AND 2076564 ONTARIO INC.

MARCH 2, 2009 – AUGUST 14, 2009

Staff Member	Title	Total Hours	Rate (\$CDN)	Amount Billed
L. Joseph Latham	Partner	11.3	\$650.00	\$7,345.00
Francy Kussner	Partner	4.0	\$625.00	\$2,500.00
Frederick Myers	Partner	15.5	\$720.00	\$11,160.00
Thomas Macdonald	Partner	0.1	\$675.00	\$67.50
Lauren Butti	Associate	101.0	\$430.00	\$43,430.00
David Nathanson	Associate	9.1	\$320.00	\$2,912.00
Hannah Arthurs	Associate	53.4	\$230.00	\$12,282.00
Gloria Lauzon	Clerk	0.6	\$345.00	\$207.00
Linda Dagg	Clerk	1.6	\$300.00	\$480.00
Anna Martelli	Clerk	3.7	\$240.00	\$888.00
Paula MacDonald	Clerk	0.4	\$225.00	\$90.00
Litigation Clerk	Clerk	7.4	\$50.00	\$370.00
Word Processing	N/A	6.8	\$50.00	\$340.00
Secretarial Overtime	N/A	1.0	\$50.00	\$50.00
Total Fees (excludes expenses and GST)		179.0	Average Rate \$350.71	\$82,121.50

GOODMANS\5745131

This is Exhibit B referred to in the
affidavit of J. Latham
sworn before me, this 17th
day of August 2009.



A COMMISSIONER FOR TAKING AFFIDAVITS

**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
- COMMERCIAL LIST -**

Proceeding commenced at Toronto

**AFFIDAVIT OF L. JOSEPH LATHAM
(Sworn August 17, 2009)**

Goodmans LLP

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

Joseph Latham (LSUC#32326A)

Tel: 416-979-2211

Fax: 416-979-1234

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

APPENDIX “N”

IRA SMITH TRUSTEE & RECEIVER INC. AS RECEIVER AND MANAGER OF THE DEBTORS FOR THE PERIOD FROM AUGUST 25, 2007 TO AUGUST 13, 2009							
	SUITES AT 1 KING WEST Operating A/C	SUITES AT 1 KING WEST Owners A/C	SUITES AT 1 KING WEST FF&E	2076564 HOUSEKEEPING	DOMINION CLUB	STINSON HOSPITALITY	TOTAL
Opening Bank Balance August 25, 2007	\$ 1,323,926	\$ 340,321	\$ 67,720	\$ 44,253	\$ 39,114		\$ 1,816,334
REVENUE & AIR COLLECTIONS- including GST PROCEEDS FROM SALE OF ASSETS	25,667,844			3,609,069	7,797,782	3,971,567	41,046,262
INTEREST INCOME	-					51,980	51,980
DOMINION CLUB CORP AIR COLLECTED	-				35,351	19,329	54,680
FUNDS COLLECTED FOR KING YONGE HOLDINGS	-				117,728	255,000	372,728
FUNDS COLLECTED FOR EVENTS AT ONE KING	-						
RECEIVER BORROWING FROM SUITES FF&E	-		257,039				257,039
REPAYMENT FROM RECEIVER	41,466						41,466
OWNERS AC OVERFUNDING REPAYD FUNDED BY EVENTS AT ONE KING	-	69,700		22,000			91,700
TRANSFER	-	7,990,354	1,657,115				9,637,469
TOTAL RECEIPTS	25,709,310	8,060,054	1,814,154	3,631,069	7,958,076	17,682,081	\$64,854,743
EXPENSES UNDER \$5000	1,093,087			61,188	851,547	27,309	2,033,133
DISTRIBUTION TO SECURED CREDITORS	-					12,400,000	12,400,000
CK ATLANTIS - fees and disbursements	-					688,915	688,915
LEGAL FEES AND DISBURSEMENTS	-					1,416,487	1,416,487
RECEIVER'S FEES AND DISBURSEMENTS	-		255,000			1,846,105	1,846,105
RECEIVER BORROWING FROM 1 KING FF&E	-						
RECEIVER LOAN REPAYMENT	1,729,294			116,600		255,000	2,090,894
MANAGEMENT FEES-SHI	-			1,045,756	1,014,299		2,060,055
PROFIT DISTRIBUTION	205,350						205,350
RENT - SHI	2,357,785			62,215			2,420,000
DOMINION CLUB	-				1,007,191		1,007,191
FOOD & BEVERAGE	9,331				291,185		300,516
LEASE PAYMENTS	506,025				10,243		516,268
LINEN, LAUNDRY & SUPPLIES	640,825		(6,403)		49,646		684,068
GENERAL EXPENSE	3,087,080				317,003		3,404,083
HOUSEKEEPING	3,866,059			2,135,453	3,069,492		9,071,003
PAYROLL & SOURCE DEDUCTIONS	92,526			33,074	22,088		147,689
WSIB	-				18,500		18,500
PARKING	826,351			136,280	260,455	41,228	1,264,315
RECEIVER GENERAL - GST	53,406						53,406
RECEIVER GENERAL - NRT	419,039			84,756	135,641		639,436
INSURANCE	1,557,114						1,557,114
TRANSFER TO FF&E	916,964				450,434		1,367,398
MINISTRY OF FINANCE - PST	7,990,354						16,282,110
OWNER DISTRIBUTION ACCOUNT	-	8,291,756					8,291,756
OVERFUNDING REPAYD TO GENERAL A/C	43,535						43,535
CREDIT CARD COMMISSION	319,733						319,733
MAINTENANCE	540,825						540,825
GREATER T.O. HOTEL ASSOCIATION	42,000						42,000
AUDIT	40,672						40,672
SOFTWARE & WEBSITE PURCHASE	400,000						400,000
OVERHEAD PAYMENT TO SUITES	-				111,892		111,892
REIMBURSEMENT TO EVENTS	-				117,728		117,728
FUNDS TRANSFERRED TO KING YONGE	-		1,627,129				1,627,129
REIMBURSEMENT TO KING YONGE	-				34,432		34,432
REIMBURSEMENT TO TSCC 1703 - PARKING	-				75,000		75,000
TELEPHONE COMPUTER ETC	138,105						138,105
TOTAL DISBURSEMENTS	26,875,460	8,333,222	1,881,874	3,675,321	7,997,190	16,685,045	65,448,112
Ending Bank Balance AUGUST 13, 2009 BEFORE ACCRUALS	\$ 157,776	\$ 67,153	\$ -	\$ -	\$ -	\$ 997,036	\$ 1,221,965
Due to Events at One King West Inc.	9,108						9,108
Due to travel agents (Note 1)	5,814						5,814
The Suites at 1 King West Funds Distribution	142,854						142,854
Due to rental pool participants (Note 1)	-	67,153					67,153
Ending Bank Balance AUGUST 13, 2009 AFTER ACCRUALS	-\$0	-\$0	\$0	\$0	\$0	\$ 997,036	\$ 997,036

Note 1

These amounts are being transferred to Events at One King West Inc. to be held in trust for specific claimants.

**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 August 21, 2009)

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