

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE
JUSTICE PEPALL

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TUESDAY, THE 16TH DAY
OF SEPTEMBER, 2008

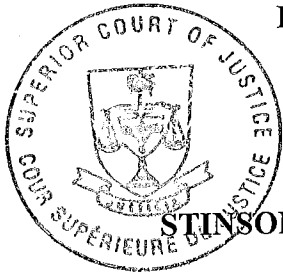
ED MIRVISH ENTERPRISES LIMITED AND 1 KING WEST INC.

Applicants

- and -

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

Respondents



APPROVAL AND VESTING ORDER

THIS MOTION, made by Ira Smith Trustee & Receiver Inc. (the "**Receiver**"), in its capacity as court-appointed receiver and manager 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. (collectively, the "**Debtors**"), for an Order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Purchase Agreement**") between the Receiver and Toronto Standard Condominium Corporation No. 1703 (the "**Purchaser**") made as of August 29, 2008 and appended to the Seventh Report of the Receiver dated September 8, 2008 (the "**Seventh Report**"), and vesting in the Purchaser the Debtors' and the Receiver's right, title and interest in and to the assets described in the Purchase Agreement (the "**Purchased Assets**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Seventh Report and the exhibits thereto, and on hearing the submissions of counsel for the Receiver, the Applicants, the Debtors, the Purchasers, Johan Demeester, Segura Investments Ltd., and such other counsel as were present and wish to be heard:

1. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and that the Purchase Agreement is commercially reasonable and in the best interests of the Debtors and their stakeholders. The execution of the Purchase Agreement by the Receiver is hereby authorized and approved, and the Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser. Any documents shall be in such form as the Receiver and Purchaser shall approve and execution thereof shall be sufficient evidence that such documents are valid and binding in accordance with their terms and that their execution has been authorized by this Order.

2. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the "**Receiver's Certificate**"), all of the Debtors' and Receiver's right, title and interest in and to the Purchased Assets described in the Purchase Agreement shall vest absolutely and forever in the Purchaser without further instrument or transfer, free and clear of and from any and all estate, right, title, interests, claim, security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, charges, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, pledges, assignments, options, fines, penalties, taxes, interest, disputes, adverse claims, levies, realty taxes, assessments and rates accrued to date, whether levied or not, encumbrances, actions, causes of action, proceedings, judgements, writs of execution, writs of seizure and sale, contractual claims including contractual rights of seizure, sale or possession or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of this Honourable Court in these proceedings dated August 24, 2007; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule "B" hereto (all of which are collectively referred to as the

“Encumbrances”, which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule “C” hereto) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of the Receiver’s Certificate, any and all right, title, interest and benefit in or to any agreements, Hotel Contracts, leases and the right to exclusive ownership and possession of all chattels and personal property that form part of the Purchased Assets shall be absolutely and irrevocably assigned to the Purchaser as valid, binding and enforceable entitlements.

4. **THIS COURT ORDERS** that, upon the registration in Land Registry Office #66 for the Land Titles Division of Metropolitan Toronto of one or more transfers/deeds in the form prescribed by the *Land Registration Reform Act* duly executed by the Receiver, the Land Registrar is hereby directed to enter the Purchaser as the owner of the real property included in the Purchased Assets and listed on Schedule “D” hereto (the “**Real Property**”) in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule “B” hereto.

5. **THIS COURT ORDERS** that, for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver’s Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale, and there shall be no Claims against the Purchaser in connection therewith.

6. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of the Receiver’s Certificate, forthwith after delivery thereof.

7. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the

Debtors' records pertaining to the Debtors' past and current employees, including personal information of those. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtors.

8. **THIS COURT ORDERS** that as from February 28, 2009, the Ontario Club shall have no right at law or in equity to use or occupy any space or asset in the premises or Real Property included in the Purchased Assets or to exercise any rights, entitlements or benefits with respect thereto or to impose any liability with respect thereto upon the Purchaser.

9. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of any of the Debtors and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in Bankruptcy made in respect of any of the Debtors;

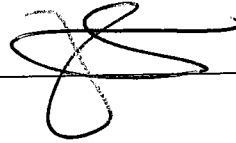
the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Debtors and shall not be void or voidable by creditors of any of the Debtors, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute conduct which is or threatens to be oppressive or unfairly prejudicial to or unfairly disregards the interests of any person pursuant to any applicable federal or provincial legislation.

10. **THIS COURT ORDERS AND DECLARES** that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

11. **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.

12. **THIS COURT ORDERS** that nothing in this Order limits the rights and remedies, if any, of the unit owners of the Purchaser under the Condominium Act, 1998 or otherwise.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned above a solid horizontal line.

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

SEP 17 2008

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

Schedule "A" – Form of Receiver's Certificate

Court File No. 07-CL-6913

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

ED MIRVISH ENTERPRISES LIMITED AND 1 KING WEST INC.

Applicants

- and -

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

Respondents

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Pepall of the Ontario Superior Court of Justice (the "**Court**") dated August 24, 2007, Ira Smith Trustee & Receiver Inc. (the "**Receiver**") was appointed the receiver and manager of all the assets, undertakings and properties of Stinson Hospitality Inc., Dominion Club of Canada Corporation, The Suites at 1 King Street West Inc. and 2076564 Ontario Inc. (collectively, the "**Debtors**").

B. Pursuant to an Order of the Court dated ●, the Court approved the agreement of purchase and sale made as of August 29, 2008 (the "**Purchase Agreement**") between the Receiver and Toronto Standard Condominium Corporation No. 1703 (the "**Purchaser**") and provided for the vesting in the Purchaser of the Receiver's and Debtors' right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the

Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Purchase Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Purchase Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Purchase Agreement;
2. The conditions to Closing as set out in the Purchase Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**IRA SMITH TRUSTEE & RECEIVER
INC., as court-appointed receiver and
manager of Stinson Hospitality Inc.,
Dominion Club of Canada Corporation,
The Suites at 1 King Street West Inc. and
2076564 Ontario Inc. , and not in its
personal capacity**

Per: _____
Name:
Title:

Schedule "B" – Claims

Real Property Encumbrances

LEGAL DESCRIPTION	CLAIMS TO BE DELETED AND EXPUNGED
<p>PIN 12703-0001 (LT)</p> <p>Unit 1, Level 1, Toronto Standard Condominium Plan No. 1703 and its appurtenant interest; City of Toronto.</p>	<p>Instrument Number AT1082055 registered March 8th, 2006 being a charge/mortgage in favour of Honest Ed's Limited</p> <p>Instrument Number AT1180926 registered June 28th, 2006 being a transfer of charge/mortgage to Ed Mirvish Enterprises Limited</p>
<p>PIN 12703-0002 (LT)</p> <p>Unit 2, Level 1, Toronto Standard Condominium Plan No. 1703 and its appurtenant interest; City of Toronto.</p>	<p>Instrument Number AT1082055 registered March 8th, 2006 being a charge/mortgage in favour of Honest Ed's Limited</p> <p>Instrument Number AT1180926 registered June 28th, 2006 being a transfer of charge/mortgage to Ed Mirvish Enterprises Limited</p>
<p>PIN 12703-0003 (LT)</p> <p>Unit 3, Level 1, Toronto Standard Condominium Plan No. 1703 and its appurtenant interest; City of Toronto.</p>	<p>Instrument Number AT1082055 registered March 8th, 2006 being a charge/mortgage in favour of Honest Ed's Limited</p> <p>Instrument Number AT1180926 registered June 28th, 2006 being a transfer of charge/mortgage to Ed Mirvish Enterprises Limited</p>
<p>PIN 12703-0004 (LT)</p> <p>Unit 1, Level 2, Toronto Standard Condominium Plan No. 1703 and its appurtenant interest; City of Toronto.</p>	<p>Instrument Number AT1082055 registered March 8th, 2006 being a charge/mortgage in favour of Honest Ed's Limited</p> <p>Instrument Number AT1180926 registered June 28th, 2006 being a transfer of charge/mortgage to Ed Mirvish Enterprises Limited</p>
<p>PIN 12703-0005 (LT)</p> <p>Unit 2, Level 2, Toronto Standard Condominium Plan No. 1703 and its appurtenant interest; City of Toronto.</p>	<p>Instrument Number AT1082055 registered March 8th, 2006 being a charge/mortgage in favour of Honest Ed's Limited</p> <p>Instrument Number AT1180926 registered June 28th, 2006 being a transfer of charge/mortgage to Ed Mirvish Enterprises Limited</p>

LEGAL DESCRIPTION	CLAIMS TO BE DELETED AND EXPUNGED
<p>PIN 12703-0204 (LT)</p> <p>Unit 8, Level 13, Toronto Standard Condominium Plan No. 1703 and its appurtenant interest; City of Toronto.</p>	<p>Instrument Number AT1082055 registered March 8th, 2006 being a charge/mortgage in favour of Honest Ed's Limited</p> <p>Instrument Number AT1180926 registered June 28th, 2006 being a transfer of charge/mortgage to Ed Mirvish Enterprises Limited</p>
<p>PIN 12703-0205 (LT)</p> <p>Unit 9, Level 13, Toronto Standard Condominium Plan No. 1703 and its appurtenant interest; City of Toronto.</p>	<p>Instrument Number AT1082055 registered March 8th, 2006 being a charge/mortgage in favour of Honest Ed's Limited</p> <p>Instrument Number AT1180926 registered June 28th, 2006 being a transfer of charge/mortgage to Ed Mirvish Enterprises Limited</p>
<p>PIN 12703-0596 (LT)</p> <p>Unit 1, Level 50, Toronto Standard Condominium Plan No. 1703 and its appurtenant interest; City of Toronto.</p>	<p>Instrument Number AT1082055 registered March 8th, 2006 being a charge/mortgage in favour of Honest Ed's Limited</p> <p>Instrument Number AT1180926 registered June 28th, 2006 being a transfer of charge/mortgage to Ed Mirvish Enterprises Limited</p>
<p>PIN 12703-0597 (LT)</p> <p>Unit 1, Level 51, Toronto Standard Condominium Plan No. 1703 and its appurtenant interest; City of Toronto.</p>	<p>Instrument Number AT1082055 registered March 8th, 2006 being a charge/mortgage in favour of Honest Ed's Limited</p> <p>Instrument Number AT1180926 registered June 28th, 2006 being a transfer of charge/mortgage to Ed Mirvish Enterprises Limited</p>
<p>PIN 12726-0001 (LT)</p> <p>Unit 1, Level 1, Toronto Standard Condominium Plan No. 1726 and its appurtenant interest; City of Toronto.</p>	<p>Instrument Number AT1082055 registered March 8th, 2006 being a charge/mortgage in favour of Honest Ed's Limited</p> <p>Instrument Number AT1180926 registered June 28th, 2006 being a transfer of charge/mortgage to Ed Mirvish Enterprises Limited</p>
<p>PIN 12726-0003 (LT)</p> <p>Unit 3, Level 1, Toronto Standard Condominium Plan No. 1726 and its appurtenant interest; City of Toronto.</p>	<p>Instrument Number AT1082055 registered March 8th, 2006 being a charge/mortgage in favour of Honest Ed's Limited</p> <p>Instrument Number AT1180926 registered June</p>

LEGAL DESCRIPTION	CLAIMS TO BE DELETED AND EXPUNGED
	28 th , 2006 being a transfer of charge/mortgage to Ed Mirvish Enterprises Limited
<p>PIN 12726-0004 (LT)</p> <p>Unit 4, Level 1, Toronto Standard Condominium Plan No. 1726 and its appurtenant interest; City of Toronto.</p>	<p>Instrument Number AT1082055 registered March 8th, 2006 being a charge/mortgage in favour of Honest Ed's Limited</p> <p>Instrument Number AT1180926 registered June 28th, 2006 being a transfer of charge/mortgage to Ed Mirvish Enterprises Limited</p>
<p>PIN 21407-0051 (LT)</p> <p>Part of Town Lot 2, South Side of King Street West, Town of York Plan, designated as Parts 7, 8 and 15 on Plan 66R-21873. The boundaries of Yonge Street as confirmed by Boundaries Act Plan BA-1120 as in CT273365; City of Toronto.</p>	<p>Instrument Number AT1082054 registered March 8th, 2006 being a charge/mortgage in favour of Honest Ed's Limited</p> <p>Instrument Number AT1180925 registered June 28th, 2006 being a transfer of charge/mortgage to Ed Mirvish Enterprises Limited</p>
<p>PIN 21407-0053 (LT)</p> <p>Part of Town Lot 2, South Side of King Street, Town of York Toronto, designated as Parts 14, 16 and 22 on Plan 66R-21873; City of Toronto.</p>	<p>Instrument Number AT1082054 registered March 8th, 2006 being a charge/mortgage in favour of Honest Ed's Limited</p> <p>Instrument Number AT1180925 registered June 28th, 2006 being a transfer of charge/mortgage to Ed Mirvish Enterprises Limited</p>
<p>PIN 21407-0054 (LT)</p> <p>Part of Town Lot 2, South Side of King Street, Town of York Toronto, designated as Parts 6 and 12 on Plan 66R-21873; City of Toronto.</p>	<p>Instrument Number AT1082054 registered March 8th, 2006 being a charge/mortgage in favour of Honest Ed's Limited</p> <p>Instrument Number AT1180925 registered June 28th, 2006 being a transfer of charge/mortgage to Ed Mirvish Enterprises Limited</p>

Schedule "C" – Permitted Encumbrances

1. Underpinning Agreement entered into among Lormac Limited, Montreal Trust Company (the owners of the property to the west of the Real Property) and the owners of 5 King Street West, Toronto dated March 9, 1964 and registered as Instrument No. 56837ES on March 23, 1964..
2. City of Toronto By-Law 278-90 designating 1 King Street West as being of architectural and historical value or interest registered on May 18, 1990 as Instrument No. CA091334.
3. Development Agreement dated June 14, 1990 between the owner of 5 King Street West and the City of Toronto registered June 27, 1990 as Instrument No. CA097283
4. Settlement agreement between OMERS Realty Management Corporation and 5 King West Inc. regarding the minor variance approval of the construction of the project and relationship with the property to the west of the project dated August 4, 2000 and registered September 22, 2000 as Instrument No. E359118.
5. Heritage Easement Agreement dated July 18, 2001 between 1 King West Inc. and 5 King West Inc. and the City of Toronto registered on July 24, 2001 as Instrument Nos. CA734408 and E436044.
6. Agreement dated March 11, 2002 between 1 King West Inc. and the City of Toronto under section 45(9) of the Planning Act where the owner agreed to make a cash contribution to a public art program and connect the building to the city PATH system registered on May 2, 2002 as Instrument Nos. CA766701 and E531266.
7. Development Agreement dated May 12, 2002 between 1 King West Inc. and the City of Toronto dealing with parking, traffic, garbage and other matters registered may 23, 2002 as Instrument Nos. CA769507 and E539473.
8. Collateral Agreement dated May 12, 2002 between 1 King West and the City of Toronto dealing with environmental matters, heritage restoration, transit facilities and other matters registered on May 23, 2002 as Instrument No. CA769511 and E539477.
9. Tunnel Agreement dated January 9, 2003 between 1 King West Inc. and the City of Toronto dealing with the construction use and maintenance of the tunnel connecting from the building to the PATH.
10. Easement Agreement dated July 26, 2004 between 1 King West Inc. and Rogers Communications Inc. for operation of a distribution system registered September 13, 2004 as Instrument No. AT604402.
11. TSCC 1703's Declaration registered September 9, 2005 as Instrument No. AT916595.
12. TSCC 1726's Declaration registered November 1, 2005 as Instrument No. 982430.

13. Reciprocal Agreement registered on title to the units created by Toronto Standard Condominium Plan No. 1703 as TSCC 1703's By-Law No 4 registered as Instrument No. AT946830.
14. Lease Operating Agreement registered on title to the units created by Toronto Standard Condominium Plan No. 1703 as TSCC 1703's By-Law No. 3 registered as Instrument No. AT946829.
15. Rental Management Agreements
16. Equipment Leases
17. By-laws of TSCC 1703
18. The reservations, limitations, exceptions, provisos and conditions, if any, expressed in any original grants from the Crown including, without limitation, the reservation of any mines and minerals in the Crown or in any other person.
19. Subdivision agreements, site plan control agreements, development agreements, servicing or industrial agreements, utility agreements, airport zoning regulations and other similar agreements with Authorities or private or public utilities affecting the development or use of the Real Property.
20. Rail siding agreements or facility, cost sharing, servicing, reciprocal use or other similar agreements.
21. Restrictive covenants, private deed restrictions and other land use control agreements, provided same do not restrict the use of the Real Property as a hotel.
22. Encumbrances for real property taxes (which term includes charges, rates and assessments) or charges for electricity, power, gas, water and other services and utilities in connection with the Real Property that have accrued but are not yet due and owing.
23. Encumbrances that have not been registered for construction currently in progress or substantially completed within the past 45 days in connection with the Real Property for amounts the payment of which is not yet due and owing. Vendor has not ordered any construction services, labour or materials within the past 45 days.
24. Registered easements, rights-of-way, restrictive covenants and servitudes and other similar rights in land or in immovables granted to, reserved or taken by any Authority or public utility or any adjoining owner that do not materially impair the present use of the Real Property.
25. The provisions of applicable laws, including by-laws, regulations, ordinances and similar instruments relating to development and zoning that do not materially impair the use, or operation of the Property.
26. Any minor title defects, irregularities, easements, servitudes, encroachments, rights-of-way or other discrepancies in title or possession relating to the Real Property as disclosed

by the plan of survey, certificate of location or technical description, if any, for the Real Property.

27. Any possessory title rights, easements, servitudes or interests which may have been obtained by abutting owners which are not disclosed by the registered title and that do not materially impair the use, operation or marketability of the Property.
28. Subject to the Land Titles Act (Ontario) and in particular Section 44(1) thereof and further subject to the overriding statements noted on the Parcel Page.
29. The lease by DCC to 1 King West Inc. of Suite 302 (approximately 1500 square feet) for a term of 999 years for rent of \$1.00 registered against the lands owned by DCC as AT10853.

Schedule "D" – Real Property

1. Commercial Structure (Registered owner is DCC):

(a) PIN 21407-0051 (LT)

Part of Town Lot 2, South Side of King Street West, Town of York Plan, designated as Parts 7, 8 and 15 on Plan 66R-21873. The boundaries of Yonge Street as confirmed by Boundaries Act Plan BA-1120 as in CT273365; City of Toronto.

(b) PIN 21407-0053 (LT)

Part of Town Lot 2, South Side of King Street, Town of York Toronto, designated as Parts 14, 16 and 22 on Plan 66R-21873; City of Toronto.

(c) PIN 21407-0054 (LT)

Part of Town Lot 2, South Side of King Street, Town of York Toronto, designated as Parts 6 and 12 on Plan 66R-21873; City of Toronto.

2. Units in the Commercial Condominium (Registered owner is SHI):

(a) Valet Storage Unit, PIN 12726-0001 (LT)

Unit 1, Level 1, Toronto Standard Condominium Plan No. 1726 and its appurtenant interest; City of Toronto.

(b) Manager's Office Unit, PIN 12726-0003 (LT)

Unit 3, Level 1, Toronto Standard Condominium Plan No. 1726 and its appurtenant interest; City of Toronto.

(c) Retail Unit, PIN 12726-0004 (LT)

Unit 4, Level 1, Toronto Standard Condominium Plan No. 1726 and its appurtenant interest; City of Toronto.

3. Units in the Residential Condominium (SHI is registered owner as to a 4% interest):

(a) Trash Compactor Room, PIN 12703-0001 (LT)

Unit 1, Level 1, Toronto Standard Condominium Plan No. 1703 and its appurtenant interest; City of Toronto.

(b) Loading Dock, PIN 12703-0002 (LT)

Unit 2, Level 1, Toronto Standard Condominium Plan No. 1703 and its appurtenant interest; City of Toronto.

(c) CACF Room, PIN 12703-0003 (LT)

Unit 3, Level 1, Toronto Standard Condominium Plan No. 1703 and its appurtenant interest; City of Toronto.

(d) Mechanical Room, PIN 12703-0004 (LT)

Unit 1, Level 2, Toronto Standard Condominium Plan No. 1703 and its appurtenant interest; City of Toronto.

(e) Mechanical Room, PIN 12703-0005 (LT)

Unit 2, Level 2, Toronto Standard Condominium Plan No. 1703 and its appurtenant interest; City of Toronto.

(f) Mechanical Room, PIN 12703-0204 (LT)

Unit 8, Level 13, Toronto Standard Condominium Plan No. 1703 and its appurtenant interest; City of Toronto.

(g) Mechanical Room, PIN 12703-0205 (LT)

Unit 9, Level 13, Toronto Standard Condominium Plan No. 1703 and its appurtenant interest; City of Toronto.

(h) Mechanical Room, PIN 12703-0596 (LT)

Unit 1, Level 50, Toronto Standard Condominium Plan No. 1703 and its appurtenant interest; City of Toronto.

(i) Mechanical Room, PIN 12703-0597 (LT)

Unit 1, Level 51, Toronto Standard Condominium Plan No. 1703 and its appurtenant interest; City of Toronto.

**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

ORDER

(Motion returnable September 16, 2008)

GOODMANS LLP
Barristers & Solicitors
Suite 2400, Box 20
250 Yonge Street
Toronto, Canada M5B 2M6
Fred Myers (LSUC#26301A)
Tel: 416-597-5923
Fax: 416-979-1234

L. Joseph Latham (LSUC#32326A)
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.