

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY
(COMMERCIAL LIST)**

IN THE MATTER OF THE PROPOSAL OF LAMCO INVESTMENTS LTD. A COMPANY
CONTINUED PURSUANT TO THE LAWS OF THE PROVINCE OF ONTARIO WITH A
HEAD OFFICE IN THE CITY OF MISSISSAUGA IN THE PROVINCE OF ONTARIO

**MOTION RECORD
(returnable April 4, 2011)**

MILLER THOMSON LLP
Scotia Plaza
40 King Street West, Suite 5800
P.O. Box 1011
Toronto, ON Canada M5H 3S1

Jeffrey C. Carhart LSUC# 23645M
Tel: 416.595.8615

Craig A. Mills LSUC#: 40947B
Tel: 416.595.8596

Fax: 416.595.8695

Lawyers for PricewaterhouseCoopers Inc., in its
capacity as court-appointed receiver of Lamco
Investments Ltd.

TO: **SEE ATTACHED SERVICE LIST**

**ONTARIO
SUPERIOR COURT OF JUSTICE
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IN THE MATTER OF THE PROPOSAL OF LAMCO INVESTMENTS LTD. A COMPANY
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HEAD OFFICE IN THE CITY OF MISSISSAUGA IN THE PROVINCE OF ONTARIO

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 - (b) Supplement to the First Report
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TAB 1

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY
(COMMERCIAL LIST)**

IN THE MATTER OF THE PROPOSAL OF LAMCO INVESTMENTS LTD. A COMPANY
CONTINUED PURSUANT TO THE LAWS OF THE PROVINCE OF ONTARIO WITH A
HEAD OFFICE IN THE CITY OF MISSISSAUGA IN THE PROVINCE OF ONTARIO

**NOTICE OF MOTION
(returnable April 4, 2011)**

PricewaterhouseCoopers Inc., in its capacity as court-appointed receiver (the "Receiver") of all of the assets, undertakings and properties of Lamco Investments Ltd. ("Lamco"), will make a motion to a Judge presiding over the Commercial List, on Monday, April 4, 2011, at 10:00 a.m. or as soon after that time as the motion can be heard, at 330 University Avenue, Toronto.

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

- in writing under subrule 37.12.1(1) because it is on consent or unopposed or made without notice;
- in writing as an opposed motion under subrule 37.12.1(4);
- orally.

THE MOTION IS FOR:

1. An Order substantially in the form attached hereto as Schedule A, *inter alia*:
 - (a) if necessary, abridging and validating the timing and method of service of this Notice of Motion and Motion Record herein so that this motion is properly returnable on April 4, 2011;
 - (b) approving the Supplement to the First Report dated February 22, 2011 (the "Supplement to the First Report"), the Second Report of the Receiver dated

March 28, 2011 (the “**Second Report**”) and the activities of the Receiver as set out therein;

- (c) approving the Receiver’s accounts setting out its fees and disbursements for the period November 15, 2010 to February 28, 2011 and those of its legal counsel, for the period November 15, 2010 to February 16, 2011, as set out in the Second Report;
- (d) approving the Receiver’s Statement of Receipts and Disbursements from November 15, 2010 to March 17, 2011 contained in the Second Report;
- (e) authorizing and directing the Receiver to make a distribution to General Electric Canada Real Estate Finance Inc. and GE Canada Equipment Financing G.P./G.E. Canada SCNC (collectively “**GE**”) in the amount of \$3,000,000 (the “**GE Distribution**”) and subsequent distributions as the Receiver deems appropriate, subject to maintaining sufficient reserves to satisfy outstanding obligations and to complete the administration of the receivership;
- (f) discharging PricewaterhouseCoopers Inc. in its capacity as Receiver over the assets, undertaking and properties of Lamco on the filing by the Receiver of the Discharge Certificate (the “**Discharge Certificate**”) attached as Appendix A to the Order; and
- (g) Such further and other relief as to this Honourable Court may seem just.

THE GROUNDS FOR THE MOTION ARE:

- (a) Lamco is a company located in Mississauga, Ontario. It owned and operated a hotel (the “**Hotel**”) in London, Ontario;
- (b) Lamco filed a Notice of Intention to Make a Proposal pursuant to s. 50.4(1) of the *Bankruptcy and Insolvency Act* (“**BIA**”) on August 27, 2010;

- (c) Lamco obtained several orders extending the time in which to file a proposal, the last of which granted an extension for the filing of a proposal to November 16, 2010;
- (d) On November 15, 2010, GE brought a motion for the appointment of a receiver of all the assets, undertaking and property (the "**Property**") of Lamco. Pursuant to the Order of the Honourable Mr. Justice Morawetz dated November 15, 2010 (the "**Appointment Order**"), the Receiver was appointed pursuant to section 243(1) of the BIA and section 101 of the *Courts of Justice Act* (Ontario) without security, of the Property;
- (e) Concurrently, on November 15, 2010, Lamco brought a motion for the extension of time for filing a proposal. Mr. Justice Morawetz denied Lamco's request for an extension of the time for the filing of a proposal. Lamco was deemed to be bankrupt, effective as of November 17, 2010;
- (f) Pursuant to the Appointment Order, the Receiver has overseen Lamco's ongoing operations, including the operation of the Hotel;
- (g) On February 22, 2011, the Receiver brought a motion for the approval of its activities as Receiver as outlined in the First Report of the Receiver dated February 14, 2011 (the "**First Report**"), including the Receiver's Statement of Receipts and Disbursements for the period of November 15, 2010 to February 2, 2011. By Order dated February 22, 2011, the Honourable Madam Justice Mesbur approved the First Report and the activities of the Receiver as outlined in the First Report, and the Receiver's Statement of Receipts and Disbursements for the period of November 15, 2010 to February 2, 2011;
- (h) By order dated February 22, 2011, the Honourable Madam Justice Mesbur approved an asset purchase agreement with respect to the sale of substantially all of the Property of Lamco (the "**Sale Transaction**"). The Sale Transaction closed on March 8, 2011. The total sale proceeds were approximately \$3.98 million;
- (i) The Receiver has carried out its duties and responsibilities in accordance with the Appointment Order as set out in the Second Report. In addition, it has paid all claims arising under sections 81.3 and 81.4 of the BIA;

- (j) The Receiver seeks the Court's approval of the Supplement to the First Report and the Second Report and the Receiver's activities since the Appointment Order as set out in the Second Report and its Statement of Receipts and Disbursements for the period from November 15, 2010 to March 17, 2011. It also seeks the Court's approval of the Receiver's accounts and those of its counsel for the period from November 15, 2010 to February 2011;
- (k) In addition, the Receiver seeks authorization to make an interim distribution to GE in the amount of \$3,000,000 and to make subsequent distributions to GE as the Receiver deems appropriate, subject to maintaining sufficient reserves to satisfy outstanding obligations and to complete the administration of the receivership;
- (l) Finally, the Receiver seeks its discharge and release for any and all liability with respect to the acts or omissions of PricewaterhouseCoopers Inc. while acting in its capacity as Receiver, save for gross negligence or wilful misconduct, subject to the Receiver completing its administration and filing the Discharge Certificate with the Court;
- (m) Rules 1.04, 1.05, 37 and 39 of the *Rules of Civil Procedure*;
- (n) 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:

- (a) The Second Report and the appendices thereto; and
- (b) Such further and other materials as counsel may advise and this Honourable Court may permit.

March 28, 2011

MILLER THOMSON LLP
Scotia Plaza
40 King Street West, Suite 5800
P.O. Box 1011
Toronto, ON Canada M5H 3S1

Jeffrey C. Carhart LSUC# 23645M
Tel: 416.595.8615

Craig A. Mills LSUC#: 40947B
Tel: 416.595.8596

Fax: 416.595.8695

Lawyers for PricewaterhouseCoopers Inc., in its
capacity as court-appointed receiver of Lamco
Investments Ltd.

TO: **SEE ATTACHED SERVICE LIST**

SERVICE LIST

TO: GOWLING LAFLEUR HENDERSON LLP

Barristers & Solicitors
1 First Canadian Place
100 King St. W., Suite 1600
Toronto, ON M5X 1G5

Neil Abbot

Frank Lamie

Tel: (416) 862-4376 / (416) 862-3609
Fax: (416) 862-3476 / (416) 862-7661
Email: Neil.Abbott@gowlings.com / Frank.Lamie@gowlings.com

Lawyers for General Electric Canada Real Estate Finance Inc. and GE Canada
Equipment Financing G.P./G.E. Canada SCNC

AND TO: KRONIS, ROTSZTAIN, MARGLES, AND CAPPEL

Barristers and Solicitors
25 Sheppard Avenue West
Suite 700
Toronto, ON M2N 6S6

Mervyn D. Abramowitz

Tel: (416) 218-5620
Fax: (416) 225-3910
Email: mabramowitz@krmc-law.com

Lawyer for Soberman Inc., Trustee in Bankruptcy

AND TO: HARRISON PENSA LLP

450 Talbot Street
London, ON N6A 5J6

Timothy C. Hogan

Tel: (519) 679-9660
Fax: (519) 667-3362
Email: thogan@harrisonpensa.com

Lawyers for The Bank of Nova Scotia

AND TO: BLANEY McMURTRY LLP
Barristers and Solicitors
1500 - 2 Queen Street East
Toronto, ON M5C 305

Domenico Magisano LSUC #45725E
Tel: (416) 593-2996
Fax: (416) 593-5437
Email: dmagisano@blaney.com

Lawyer for Lamco Investments Ltd.

AND TO: FORMAN HOLT ELIADES & RAVIN LLC
80 Route 4 East - Suite 290
Paramus, NJ 07652

David S. Catuogno, Esq.
Tel: (201) 845-1000 ext. 345
Fax: (201) 845-9112
Email: dcatuogno@formanlaw.com

Lawyer for Ramada Worldwide

AND TO: MINISTRY OF FINANCE (ONTARIO)
Legal Services Branch
33 King Street West, 6th Floor
Oshawa, ON L1H 8H5

Attention: Kevin O'Hara LL.M, Senior Counsel
Tel: (905) 433-6934
Fax: (905) 436-4510
Email: Kevin.ohara@ontario.ca

AND TO: DEPARTMENT OF JUSTICE
The Exchange Tower
130 King Street West
Suite 3400, P.O. Box 36
Toronto, ON M5X 1K6

Attention: Diane Winters
Tel: (416) 973-3172
Fax: (416) 973-0810
Email: diane.winters@justice.gc.ca

Attention: Peter Zevenhuizen
Tel: (416) 952-8563
Fax: (416) 973-0810
Email: peter.zevenhuizen@justice.gc.ca

AND TO: INDUSTRY CANADA

Office of the Superintendent of Bankruptcy
Ottawa Division Office
Place Bell Building
160 Elgin Street, 11th Floor, Rm B-119
Ottawa, ON, K2P 2P7

Attention: Aleksandra Jankovic
Senior Bankruptcy Analyst, Trustee Compliance A
Tel: (613) 943-2876
Fax: (613) 996-0949

AND TO: INDUSTRY CANADA

Office of the Superintendent of Bankruptcy
Federal Building
451 Talbot Street, Room 303
London, ON, N6A 5C9

Attention: Aleksandra Jankovic
Tel: (519) 645-4034
Fax: (519) 645-5139

AND TO: PACIFIC SIGN LEASING LTD.

7462 Progress Way
Delta, BC V4G 1E1

AND TO: IRWIN COMMERCIAL FINANCE CANADA CORPORATION

666 Burrard Street, Suite 300
Vancouver, BC V6C 2X9

AND TO: HONDA CANADA FINANCE INC.

3650 Victoria Park Avenue, No. 302
North York, ON M2H 3P7

AND TO: ROYNAT INC.

666 Burrard Street, Suite 300
Vancouver, BC V6C 2X9

AND TO: WORKPLACE SAFETY AND INSURANCE BOARD

120 King Street West
Hamilton, ON L8P 4V2

Tel: 1(800) 268-0929
Fax: 1(905) 521-4203

AND TO: SIMMONS CANADA LTD.
2550 Meadowvale Blvd., Unit 1
Mississauga, ON L5N 8C2

Attention: Marie Lyne Riess
Tel: 905.817.9669 x 50332
Fax: 905.817.1514
Email: mriess@simmonscanada.com

AND TO: MCKENZIE LAKE LAWYERS LLP
300 Dundas Street
London, ON N6B 1T6

Michael Lake
Tel: 519.672.5666, ext 304
Fax: 519.672.2674
Email: lake@mckenzielake.com

Melissa Won
Tel: 519.672.5666, ext. 310
Fax: 519.672.2674
Email: won@mckenzielake.com

Lawyers for 1277648 Ontario Ltd.

AND TO: OGILVY RENAULT LLP
Suite 3800, Royal Bank Plaza, South Tower,
200 Bay St.
PO Box 84
Toronto, ON, M5J 2Z4

Mario J. Forte
Phone: (416) 216-4870
Fax: (416) 216-3930
Email: mforte@ogilvyrenault.com

Lawyers for Ramada Worldwide

IN THE MATTER OF THE PROPOSAL OF LAMCO INVESTMENTS LTD. A
COMPANY CONTINUED PURSUANT TO THE LAWS OF THE PROVINCE OF
ONTARIO WITH A HEAD OFFICE IN THE CITY OF MISSISSAUGA IN THE
PROVINCE OF ONTARIO

Court File No: 31-1175668

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY
(COMMERCIAL LIST)**

Proceeding commenced at Toronto

NOTICE OF MOTION

MILLER THOMSON LLP
SCOTIA PLAZA
40 KING STREET WEST, SUITE 5800
P.O. BOX 1011
TORONTO, ON CANADA M5H 3S1

Jeffrey C. Carhart LSUC# 23645M
Tel: 416.595.8615

Craig A. Mills LSUC# 40947B
Tel: 416.595.8596
Fax: 416.595.8695

Lawyers for PricewaterhouseCoopers Inc., in its
capacity as court-appointed receiver of Lamco
Investments Ltd.

TAB A

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE) MONDAY, THE 4TH
JUSTICE)
) DAY OF APRIL, 2011

IN THE MATTER OF THE PROPOSAL OF LAMCO INVESTMENTS LTD. A COMPANY
CONTINUED PURSUANT TO THE LAWS OF THE PROVINCE OF ONTARIO WITH A HEAD
OFFICE IN THE CITY OF MISSISSAUGA IN THE PROVINCE OF ONTARIO

DISTRIBUTION AND DISCHARGE ORDER

THIS MOTION, made by PRICEWATERHOUSECOOPERS INC. in its capacity as the Court-appointed receiver (the "Receiver") of the undertaking, property and assets of LAMCO INVESTMENTS LTD. (the "Debtor"), for an order:

1. approving the activities of the Receiver as set out in the report of the Receiver dated March 28, 2011 (the "Second Report");
2. approving the fees and disbursements of the Receiver and its counsel;
3. approving the Receiver's Statement of Receipts and Disbursements from November 15, 2010 to March 17, 2011;
4. authorizing and directing the Receiver to make an interim distribution to General Electric Canada Real Estate Finance Inc. and GE Canada Equipment Financing G.P./G.E. Canada SCNC (collectively "GE") and subsequent distributions to GE as the Receiver determines appropriate;
5. discharging PricewaterhouseCoopers Inc. as Receiver of the undertaking, property and assets of the Debtor; and
6. releasing PricewaterhouseCoopers Inc. from any and all liability, as set out in paragraph 5 of this Order,

was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Second Report, the affidavits of the Receiver and its counsel as to fees (the "**Fee Affidavits**"), and on hearing the submissions of counsel for the Receiver and GE, no one else appearing although served as evidenced by the Affidavit of Laura DiPronio sworn March 28, 2011, filed;

1. THIS COURT ORDERS that the Supplement to the First Report, the Second Report and the Receiver's activities, as set out therein, are hereby approved.
2. THIS COURT ORDERS that the Receiver's Statement of Receipts and Disbursements from November 15, 2010 to March 17, 2010 is hereby approved.
3. THIS COURT ORDERS that the fees and disbursements of the Receiver and its counsel, as set out in the Second Report and the Fee Affidavits, are hereby approved.
4. THIS COURT ORDERS that after payment of the fees and disbursements herein approved and subject to:

- (a) the Receiver maintaining sufficient reserves:
 - (i) to satisfy all charges set out in the Appointment Order, and
 - (ii) as the Receiver deems necessary to complete the administration of the Receivership proceedings;

the Receiver is hereby authorized and directed to make a distribution to GE in the amount of \$3,000,000 (the "**Initial Distribution**") and thereafter such further and other distributions to GE, after payment of the Initial Distribution, up to the amount of the indebtedness owed to GE pursuant to its security.

5. THIS COURT ORDERS that upon payment of the amounts set out in paragraph 4 hereof, and upon filing the Discharge Certificate in the form attached as Appendix A, the Receiver shall be discharged as Receiver of the undertaking, property and assets of the Debtor, provided however that notwithstanding its discharge herein (a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein, and (b) 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 PricewaterhouseCoopers Inc. in its capacity as Receiver.

6. THIS COURT ORDERS AND DECLARES that upon and after the filing of the Discharge Certificate, PricewaterhouseCoopers Inc. is hereby released and discharged from any and all liability that PricewaterhouseCoopers Inc. now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of PricewaterhouseCoopers Inc. while acting in its capacity as Receiver herein, save and except for any gross negligence or wilful misconduct on the Receiver's part. Without limiting the generality of the foregoing, PricewaterhouseCoopers Inc. is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within receivership proceedings, save and except for any gross negligence or wilful misconduct on the Receiver's part.

APPENDIX A

Court File No. 31-1175668

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF THE PROPOSAL OF LAMCO INVESTMENTS LTD. A COMPANY
CONTINUED PURSUANT TO THE LAWS OF THE PROVINCE OF ONTARIO WITH A HEAD
OFFICE IN THE CITY OF MISSISSAUGA IN THE PROVINCE OF ONTARIO

DISCHARGE CERTIFICATE

The undersigned PricewaterhouseCoopers Inc., in its capacity as court appointed Receiver without security (the “**Receiver**”) of all of the property, assets and undertaking of Lamco Investments Ltd. hereby certifies, for the purposes of the Order of Justice _____ dated the 4th day of April, 2011 (the “**Order**”) that:

1. The distribution of funds to General Electric Canada Real Estate Finance Inc. and GE Canada Equipment Financing G.P./G.E. Canada SCNC (collectively “**GE**”) pursuant to the Order has been completed.
2. The administration of the receivership of the assets, undertakings and properties of Lamco Investments Ltd. as described in the Second Report of the Receiver has been completed.
3. The payment of fees and disbursements of the Receiver and of its legal counsel as approved by the Order has been completed.

DATED at Toronto, Ontario, this _____ day of _____, 2011

PricewaterhouseCoopers Inc., in its capacity as court appointed Receiver without security of all of the assets, undertakings and properties of Lamco Investments Ltd.

Per: _____

(Authorized Signing Officer)

IN THE MATTER OF THE PROPOSAL OF LAMCO INVESTMENTS LTD. A
COMPANY CONTINUED PURSUANT TO THE LAWS OF THE PROVINCE OF
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Court File No: 31-1175668

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY
(COMMERCIAL LIST)

Proceeding commenced at Toronto

ORDER

MILLER THOMSON LLP
SCOTIA PLAZA
40 KING STREET WEST, SUITE 5800
P.O. BOX 1011
TORONTO, ON CANADA M5H 3S1

Jeffrey C. Carhart LSUC# 23645M
Tel: 416.595.8615

Craig A. Mills LSUC#: 40947B
Tel: 416.595.8596
Fax: 416.595.8695

Lawyers for PricewaterhouseCoopers Inc., in its
capacity as court-appointed receiver of Lamco
Investments Ltd.

TAB 2

Lamco Investments Ltd.

SECOND REPORT OF THE RECEIVER

March 28, 2011

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF THE PROPOSAL OF LAMCO INVESTMENTS LTD. A
COMPANY CONTINUED PURSUANT TO THE LAWS OF THE PROVINCE OF
ONTARIO WITH A HEAD OFFICE IN THE CITY OF MISSISSAUGA IN THE
PROVINCE OF ONTARIO

SECOND REPORT OF PRICEWATERHOUSECOOPERS INC.
AS RECEIVER
OF LAMCO INVESTMENTS LTD.

March 28, 2011

INTRODUCTION

BACKGROUND

1. Lamco Investments Ltd. ("Lamco" or the "Company") was subject to a proceeding under Section 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B.-3, as amended, (the "BIA") as a result of it filing a Notice of Intention to Make a Proposal on August 27, 2010 (the "Proposal Proceedings"). Soberman Inc. was appointed as the trustee under the Proposal Proceedings (the "Proposal Trustee").
2. On September 24, 2010, the Honourable Justice Little granted the Company an extension of time for the filing of its proposal under the BIA (the "Proposal"), which also extended the stay of proceedings under Section 69 of the BIA to October 12, 2010.
3. The Company obtained further extensions of the time for the filing of the Proposal, culminating with the order of the Honourable Justice Morissette on October 22, 2010

(the “**October 22 Order**”), which also authorized and approved a sale process (the “**Sale Process**”) for the marketing and selling of the Company’s assets.

4. On November 15, 2010, the Company brought a motion for the extension of the time for the filing of the Proposal until December 31, 2010. On the same date, General Electric Canada Real Estate Finance Inc., and GE Canada Equipment Financing G.P./G.E. Canada SCNC (together “**GE**”), made a motion pursuant to Section 243(1) of the BIA, and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended, for the appointment of PricewaterhouseCoopers Inc. (“**PwC**”), as receiver (the “**Receiver**”) without security, of all the assets, undertakings, and properties of the Company (the “**Property**”).
5. As a result of hearing the Company’s motion and GE’s motion on November 15, 2010, this Honourable Court denied the Company’s request for an extension of the time for the filing of the Proposal and, pursuant to an order of the Honourable Mr. Justice Morawetz (the “**Appointment Order**”), PwC was appointed as Receiver. The period commencing on and subsequent to November 15, 2010 (the “**Date of Appointment**”) is referred to herein as the “**Receivership Proceedings**”.

PURPOSE OF REPORT

6. The Receiver’s first report to this Honourable Court dated February 14, 2011 (the “**First Report**”), which, among other things, provided information in respect of the Receiver’s sale of virtually all of the Property to 1277648 Ontario Ltd. (“**1277648**”), or its assignee, is attached hereto as **Appendix “A”**. In addition, on February 22, 2011, the Receiver filed a supplement to the First Report (the “**Supplement to the First Report**”), which is attached hereto as **Appendix “B”**.
7. This is the Receiver’s second report (the “**Second Report**”), the purpose of which is to provide this Honourable Court with information in respect of:
 - i) The Receiver’s activities from the date of the First Report to the date of this Second Report;

- ii) The Receiver's cumulative statement of receipts and disbursements from the Date of Appointment to March 17, 2011;
- iii) The completion of the Sale Transaction (as hereinafter defined) and the sale of the Property to 3637182 Canada Inc., as a related assignee of 1277648;
- iv) The Receiver's review of the validity and enforceability of the GE's security (the "**GE Security**") in respect of the Property, and the opinion thereon of the Receiver's independent legal counsel, Miller Thomson LLP ("**Miller Thomson**");

and to seek an order of this Honourable Court:

- i) Approving the Supplement to the First Report, this Second Report and the Receiver's activities as described therein;
- ii) Approving the accounts of the Receiver for the period from November 15, 2010 to February 28, 2011;
- iii) Approving the accounts of the Receiver's legal counsel, Miller Thomson, for the period from November 15, 2010 to February 16, 2011;
- iv) Approving the Receiver's Statement of Receipts and Disbursements from November 15, 2010 to March 17, 2011;
- v) Approving an interim distribution to GE in an amount of \$3,000,000 (the "**GE Distribution**");
- vi) Authorizing the Receiver to make such subsequent distributions to GE as the Receiver determines are appropriate, subject to maintaining sufficient reserves to satisfy the Outstanding Disbursements (as hereinafter defined) and complete the administration of the Receivership Proceedings;
- vii) Declaring that all steps taken by and activities of the Receiver and all amounts distributed, or to be distributed, by the Receiver are approved and that PwC

shall have no further liability in respect thereof, save for any gross negligence or wilful misconduct;

- viii) Discharging the Receiver, subject to the Receiver completing its administration of the estate herein and distributing the Net Proceeds, and subject to the Receiver filing a Certificate evidencing same with the Court; and
- ix) Declaring that PwC is released and discharged from any and all liability that PwC now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of PwC while acting in its capacity as Receiver.

RESTRICTIONS

8. In preparing this report, the Receiver has relied upon unaudited and draft, internal financial information obtained from the Company's books and records and discussions with former management and staff. The Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the information provided to it and expresses no opinion, or other form of assurance, in respect of the information contained in this report.
9. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian Dollars. Capitalized terms used but not otherwise defined herein are as defined in the Appointment Order.

RECEIVER'S ACTIVITIES SINCE THE DATE OF THE FIRST REPORT

OPERATIONS

10. Since the Date of the First Report, and up to the time of the closing of the Sale Transaction, the Receiver has continued to oversee the operations of the Hotel, and the provision of its services, including maintaining lodging and room availability and continuing the operation of the restaurant, lounge, meeting rooms and swimming pool.
11. As described in the First Report, on November 24, 2010, the Receiver obtained a Liquor Sales License from the Alcohol and Gaming Commission of Ontario ("AGCO")

in the name of the Receiver. In connection with the completion of the Sale Transaction, on March 8, 2011 the Receiver cancelled its Liquor Sales Licence with the AGCO.

DEALINGS WITH RAMADA INTERNATIONAL

12. As described in the First Report, on or about November 22, 2011, legal counsel for Ramada International (“**Ramada**”) contacted the Receiver to discuss the Receiver’s intentions with respect to the ongoing operation and sale of the Hotel.
13. The Company’s book and records indicate that the Company was indebted to Ramada in the amount of approximately \$300,000 (the “**Ramada Arrears**”) as at the Date of Appointment, primarily as a result of the Company apparently not paying various royalties and other fees pursuant to the Company’s license agreement with Ramada (the “**License Agreement**”), since late 2008.
14. Subsequent to the Date of Appointment, the Receiver has not made any payments to Ramada in respect of the License Agreement. On or around January 31, 2011, the Receiver made a proposal to Ramada with respect to amounts the Receiver would be willing to pay to Ramada in respect of the Receivership Proceedings, which Ramada did not accept. On February 2, 2011, Ramada’s legal counsel advised the Receiver that the Receiver’s proposal was not acceptable to Ramada. The Receiver has not received any further correspondence from Ramada with respect to this matter since Ramada’s correspondence to the Receiver on February 2, 2011.

STATUTORY DUTIES

15. To the best of its knowledge and belief, the Receiver has complied with all of its statutory duties and obligations pursuant to the BIA as of the date of this Second Report. Prior to filing its Certificate of Discharge, described more fully below, the Receiver will complete its statutory duties, including preparing and filing its final report pursuant to section 246(3) of the BIA.

STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS

16. The Receiver's statement of receipts and disbursements for the period from November 15, 2010 to March 17, 2011 (the "Receiver's R&D") is summarized as follows:

Statement of Receipts and Disbursements November 15, 2010 to March 17, 2011	
Receipts:	
Cash on hand, November 15, 2010	9,909
Collection of pre-receivership accounts receivable	53,725
Operating revenue from room rentals, food and beverage sales, and other miscellaneous	600,926
Sale of Property to 3637181 Canada Inc.	3,977,481
Total Receipts	4,642,041
Disbursements:	
Pay roll including contract services and gratuities	378,614
Food and beverage purchases	52,076
Services and supplies	76,035
Utilities	73,283
Other	34,538
Insurance	6,369
Harm onized Sales Tax (net of credits)	96,521
Total Disbursements	717,436
Excess of Receipts over Disbursements	3,924,605
Less:	
Commission to CBRE Hotels	97,500
Payment of Property tax arrears	315,329
Receiv er's fees and disbursements	215,340
Fees and disbursements of Receiver's legal counsel	60,804
Net Receipts over Disbursements before secured charges	3,235,632
Payment of Section 81.4 Claims	22,451
Net Receipts over Disbursements	3,213,181

17. Pursuant to paragraph 21 of the Appointment Order, the Receiver was authorized to borrow up to \$100,000, if required, (the "Receiver's Borrowings") for the purpose of funding the exercise of its powers and duties pursuant to the Appointment Order. The Receiver borrowed \$50,000 from GE shortly after the Date of Appointment in order to make a payroll payment, among other things. On March 15, 2011, the Receiver repaid the Receiver's Borrowings, with interest.

18. The Receiver currently estimates that there are approximately \$150,000 in accrued obligations, primarily related to estimated utility costs and obligations related to the procurement of supplies and inventories associated with the Hotel's ongoing operations, subsequent to the Date of Appointment and up to the date of closing of the Sale Transaction, as a result of timing differences between the date obligations were incurred and the payment thereof, and accrued and unpaid fees of the Receiver's legal counsel (the "**Outstanding Disbursements**").

THE COMPLETION OF THE SALE TRANSACTION

19. On January 28, 2011, the Receiver and 1277648 executed a binding asset purchase agreement (the "**1277648 APA**") in respect of the sale of substantially all of the Property (the "**Sale Transaction**") to 1277648 or a related assignee. Subsequently, the Receiver was advised by 1277648's legal counsel that the Sale Transaction would be entered into by 3637182 Canada Inc. ("**3637182**"), an assignee related to 1277648. On February 22, 2011, pursuant to an order of the Honourable Madam Justice Mesbur, this Honourable Court approved the Sale Transaction.
20. Pursuant to the terms of the 1277648 APA, the Sale Transaction was to close within 10 days of the Court's approval of the Sale Transaction, or March 4, 2011, or such later date as agreed to by the parties. The Receiver and 3637182 mutually agreed to extend the closing of the Sale Transaction to March 8, 2011, on which date the Sale Transaction closed and possession of the Property was provided to representatives of 3637182.
21. After adjustments, the total proceeds of sale realized by the Receiver in respect of the Sale Transaction were approximately \$3.98 million.
22. In connection with the completion of the Sale Transaction, a total of 45 out of 48 hotel employees were retained by 3637182.
23. As described in the First Report, the License Agreement with Ramada was not assigned to 3637182 as part of the Sale Transaction.

REQUEST FOR FEE APPROVAL

24. The Receiver and its counsel, Miller Thomson, have maintained detailed records of their professional time and costs since the Receiver's appointment.
25. Pursuant to paragraphs 18, 19 and 20 of the Appointment Order, any expenditure or liability properly made or incurred by the Receiver, including the fees of the Receiver and the fees and disbursements of its legal counsel, are authorized to be paid on a periodic basis subject to the approval of this Honourable Court.
26. The total fees of the Receiver during the period from November 15, 2010 to February 28, 2011 (the "**Receiver's Fee Period**") amount to \$202,422.50, together with expenses and disbursements in the amount of \$12,916.96, both excluding harmonized sales tax ("**HST**"), (collectively, the "**Receiver's Fees and Disbursements**"). The time spent by the Receiver's personnel during the Receiver's Fee Period is more particularly described in the Affidavit of Tracey Weaver of the Receiver (the "**Weaver Affidavit**"), sworn in support hereof and attached hereto as **Appendix "C"**. Exhibit "**C**" to the Weaver Affidavit is a summary of the personnel, hours, and hourly rates charged by the Receiver in respect of the Receivership Proceedings, for the Receiver's Fee Period.
27. The total fees for services provided by Miller Thomson during the period November 15, 2010 to February 16, 2011 (the "**Miller Thomson Fee Period**"), amount to \$59,621.65, together with expenses and disbursements in the amount of \$1,182.39 (both excluding HST) (collectively, the "**Miller Thomson Fees and Disbursements**"). The time spent by Miller Thomson personnel during the Miller Thomson Fee Period is more particularly described in the Affidavit of Craig Mills, a Miller Thomson partner (the "**Mills Affidavit**"), sworn in support hereof and attached hereto as **Appendix "D"**. Exhibit "**D**" to the Mills Affidavit provide a summary of the personnel, hours, and hourly rates charged by Miller Thomson in respect of the Receivership Proceedings, for the Miller Thomson Fee Period.

28. The Receiver respectfully submits that the Receiver's Fees and Disbursements and the Miller Thomson Fees and Disbursements are reasonable in the circumstances and have been validly incurred in accordance with the provisions of the Appointment Order. Accordingly, the Receiver seeks the approval of the Receiver's Fees and Disbursements and of the Miller Thomson Fees and Disbursements.

REQUEST FOR APPROVAL OF DISTRIBUTION TO GE

OBLIGATIONS OWING TO GE

29. Details of the Company's obligations to GE are set out in the affidavit of Edward Khediguian sworn on October 4, 2010 (the "**Khediguian Affidavit**"), a copy of which, without Exhibits, is attached hereto as **Appendix "E"**.

30. In summary, the Company's obligations to GE are secured by the following agreements and other documents (collectively, the "**GE Security**"), including but not necessarily limited to:

- i) A mortgage/charge of Land registered March 3, 2005 in the principal amount of \$4,200,000 (the "**Mortgage**");
- ii) An assignment of Rents registered March 3, 2005; and
- iii) A General Security Agreement dated February 24, 2005.

31. GE has advised the Receiver that, as of February 28, 2011, the amount of principal and accrued interest owing by Lamco under the credit facilities provided to it by GE is \$3,708,599.05.

SECURITY OPINION

32. The Receiver has obtained an independent legal opinion (the "**Security Opinion**") from Miller Thomson with respect to the validity and enforceability of the GE Security.

33. Subject to the customary qualifications and limitations contained therein, it is Miller Thomson's opinion that the GE Security is valid and enforceable.

PRIORITY

34. Based on its review of registrations made under the Personal Property Security Act (Ontario) (the “**PPSA**”), The Bank of Nova Scotia (“**BNS**”) has registered first in time against the personal property of Lamco. GE initially registered its security interest under the PPSA subsequent to BNS. However, BNS postponed its security to the GE Security pursuant to a letter agreement between those parties dated February 25, 2005, which indicates that BNS postpones any security interest relating to the property of Lamco to the GE Security. In addition, on April 5, 2005, BNS amended its registration under the PPSA, the effect of which was to postpone all past, present and future security interests held by it, to the GE Security. In addition, BNS registered a postponement of its mortgage in favour of GE against title to the real property. As a result, the Mortgage appears to grant GE a first charge in and to the Company’s real property.

35. The GE Security is subject to prior charges and security interests or claims against the Property, which include:

- i) The Receiver’s Charge;
- ii) The Receiver’s Borrowing Charge; and
- iii) Claims pursuant to section 81.3 (“**81.3**”) and section 81.4 (“**81.4**”) of the BIA (the “**81.3 Claims**” and the “**81.4 Claims**”, respectively).

36. The fees of the Receiver and Miller Thomson have been paid up to February 28, 2011 and February 16, 2011, respectively and the Receiver has included in its estimate of the Outstanding Disbursements its estimated fees and disbursements and those of Miller Thomson, to complete the administration of the Receivership Proceedings. In addition the Receiver’s Borrowings have been repaid as described above.

81.3 CLAIMS AND 81.4 CLAIMS

37. As described above, on November 15, 2010 this Honourable Court denied the Company's request for the extension of the time for the filing of a proposal pursuant to the Proposal Proceedings. Accordingly, pursuant to an endorsement of the Honourable Mr. Justice Morawetz on January 18, 2011, the Company was deemed to have made an assignment in bankruptcy pursuant to the BIA on November 17, 2010. As a result of the bankruptcy of the Company and the appointment of the Receiver, the Receiver reviewed the Company's books and records with a view to determining the quantum of the 81.3 Claims and the 81.4 Claims.
38. As a result of its review, the Receiver has determined that the 81.3 Claims and the 81.4 Claims were virtually identical, with the maximum of such claims totalling \$22,451. As of the date of this Second Report, the Receiver has paid all of the 81.3 Claims or the 81.4 Claims, directly to Lamco's employees. Accordingly, to the best of the Receiver's knowledge and belief, all of the claims in priority to the GE Security under 81.3 and 81.4 have been paid.

REQUEST FOR APPROVAL OF A DISTRIBUTION TO GE

39. The following summarizes the amount available for the GE Distribution:

Calculation of GE Distribution	
As at March 28, 2011	
Net Receipts over Disbursements	3,213,181
Less: Reserve for Outstanding Disbursements	150,000
Net Available for Distribution	3,063,181

40. Other than the claims described above, the Receiver is not aware of any security interests, liens, charges, encumbrances or other rights of third parties that would have priority over the GE Security with respect to the Property.

41. The Receiver is of the view that, in order to maximize efficiency and avoid the need to seek the approval of this Honourable Court to make a subsequent distribution to GE, it is appropriate, in addition to seeking approval for the GE Distribution, to seek this Honourable Court's approval to make such subsequent distributions to GE as the Receiver determines are appropriate, subject to the Receiver maintaining sufficient reserves to complete the administration of the Receivership Proceedings, including payment of the Outstanding Disbursements.
42. The Receiver respectfully requests this Honourable Court authorize the GE Distribution in the amount of \$3 million, and such subsequent distributions to GE as the Receiver determines are appropriate, subject to maintaining sufficient reserves in order to satisfy the Outstanding Disbursements and complete the administration of the Receivership Proceedings.

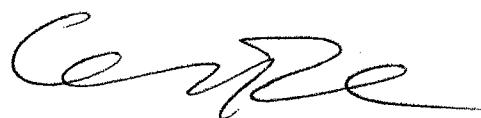
CONCLUSION

43. To the best of the Receiver's knowledge and belief, all duties of the Receiver, as set out in the Appointment Order, will be completed upon payment of the Outstanding Disbursements and the completion of its statutory duties pursuant to the BIA. Accordingly, the Receiver respectfully requests that this Honourable Court grant an order:
 - i) Approving the Supplement to the First Report, the Second Report and the Receiver's activities as set out therein;
 - ii) Approving the accounts of the Receiver for the period from November 15, 2010 to February 28, 2011;
 - iii) Approving the accounts of the Receiver's legal counsel, Miller Thomson, for the period from November 15, 2010 to February 16, 2011;
 - iv) Approving the Receiver's Statement of Receipts and Disbursements from November 15, 2010 to March 17, 2011;

- v) Authorizing and directing the Receiver to make the GE Distribution;
- vi) Authorizing the Receiver to make such subsequent distributions to GE as the Receiver determines are appropriate, subject to maintaining sufficient reserves to satisfy the Outstanding Disbursements and complete the administration of the Receivership Proceedings;
- vii) Declaring that all steps taken by and activities of the Receiver and amounts distributed, or to be distributed, by the Receiver are approved and that PwC shall have no further liability in respect thereof, save for any gross negligence or wilful misconduct;
- viii) Discharging the Receiver, subject to the Receiver completing its administration of the estate herein and distributing the Net Proceeds, subject to the Receiver filing a Certificate with the Court evidencing same; and
- ix) Declaring that PwC is released and discharged from any and all liability that PwC now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of PwC while acting in its capacity as Receiver.

All of which is respectfully submitted on this 28th day of March, 2011

PricewaterhouseCoopers Inc.
In its capacity as Receiver of Lamco Investments Ltd.



Greg Prince
Senior Vice President

APPENDIX A

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

**IN THE MATTER OF THE PROPOSAL OF LAMCO INVESTMENTS LTD. A
COMPANY CONTINUED PURSUANT TO THE LAWS OF THE PROVINCE OF
ONTARIO WITH A HEAD OFFICE IN THE CITY OF MISSISSAUGA IN THE
PROVINCE OF ONTARIO**

**FIRST REPORT OF PRICEWATERHOUSECOOPERS INC.
AS RECEIVER
OF LAMCO INVESTMENTS LTD.**

February 14, 2011

INTRODUCTION

1. Lamco Investments Ltd. (“Lamco” or the “Company”) was subject to a proceeding under Section 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B.-3, as amended, (the “BIA”) as a result of it filing of a Notice of Intention to Make a Proposal on August 27, 2010 (the “Proposal Proceedings”). Soberman Inc. was appointed as the trustee under the Proposal Proceedings (the “Proposal Trustee”).
2. On September 24, 2010, the Honourable Justice Little granted the Company an extension of time for the filing of its proposal under the BIA (the “Proposal”), which also extended the stay of proceedings under Section 69 of the BIA to October 12, 2010.
3. The Company obtained further extensions of the time for the filing of the Proposal, culminating with the order of the Honourable Justice Morissette on October 22, 2010 (the “October 22 Order”), which also authorized and approved a sale process (the “Sale Process”) for the marketing and selling the Company’s assets.

4. On November 15, 2010, the Company brought a motion for the extension of the time for the filing of the Proposal until December 31, 2010. On the same date, General Electric Canada Real Estate Finance Inc., and GE Canada Equipment Financing G.P./G.E. Canada SCNC (together “GE”), made a motion pursuant to Section 243(1) of the BIA, and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended, for the appointment of PricewaterhouseCoopers Inc. (“PwC”), as receiver (the “**Receiver**”) without security, of all the assets, undertakings, and properties of the Company (the “**Property**”).
5. As a result of hearing the Company’s motion and GE’s motion on November 15, 2010, this Honourable Court denied the Company’s request for an extension of the time for the filing of the Proposal and, pursuant to an order of the Honourable Mr. Justice Morawetz (the “**Appointment Order**”), PwC was appointed as Receiver. The period commencing on and subsequent to November 15, 2010 (the “**Date of Appointment**”) is referred to herein as the “**Receivership Proceedings**”.
6. This is the Receiver’s first report (the “**First Report**”), the purpose of which is to provide this Honourable Court with information in respect of:
 - i) The Company’s background and operations;
 - ii) The Receiver’s activities from the Date of Appointment to the date of this First Report;
 - iii) The Receiver’s receipts and disbursements from the Date of Appointment to February 2, 2011;
 - iv) The Sale Process completed by the Receiver;
 - v) An agreement entered into by the Receiver, subject to the approval of this Honourable Court, with respect to the sale of substantially all of the Property to 1277648 Ontario Ltd., or a related assignee (“**1277648**”);

and to seek an order of this Honourable Court:

- i) Approving the Sale Transaction (as hereinafter defined) and vesting the Company's right, title and interest in and to the Purchased Assets (as hereinafter defined) in 1277648, free and clear of all encumbrances (the "**Approval and Vesting Order**");
 - ii) Sealing the un-redacted versions of the 1277648 asset purchase agreement and the Bid Summary, pending the closing of the Sale Transaction; and
 - iii) Approving the First Report and the Receiver's activities as described herein.
7. In preparing this report, the Receiver has relied upon unaudited and draft, internal financial information obtained from the Company's books and records and discussions with former management and staff. The Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the information provided to it and expresses no opinion, or other form of assurance, in respect of the information contained in this report.
8. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian Dollars. Capitalized terms used but not otherwise defined herein are as defined in the Appointment Order.

BACKGROUND

9. Lamco was incorporated in 1993 and is a franchisee, owner and operator of a Ramada International branded hotel, located on real property owned by the Company at 817 Exeter Road in London, Ontario (the "**Hotel**"). The Company's registered head office is 5580 Explorer Drive, Suite 503 in Mississauga, Ontario (the "**Head Office**").
10. The Hotel consists of approximately 5.8 acres of land complete with a two-storey building containing 124 hotel rooms, a restaurant, bar and lounge, meeting rooms and an indoor swimming pool.
11. The Proposal Proceedings were initiated by the Company on August 27, 2010 to address its poor financial performance caused by inadequate occupancy and competitive pressure from a number of similar, newer hotels in the immediate vicinity.

12. As set out in an affidavit of Edward Khediguian of GE, sworn on October 4, 2010 in support of GE's application for the appointment of the Receiver, GE had lost confidence in the Company as a result of its deteriorated financial position and had significant concerns about its future viability and the unfavourable impact that might result with respect to the value of the collateral securing GE's loans. In addition, as summarized in the Proposal Trustee's Third Report, attached hereto as Appendix "A", financial reporting irregularities had surfaced, which exacerbated GE's concerns with respect to the Company's viability. Accordingly, GE determined the most efficient way to proceed was through a receivership proceeding, in order to pursue an orderly sale of the Property.

RECEIVER'S ACTIVITIES SINCE THE DATE OF APPOINTMENT

POSSESSION AND CONTROL OF THE PROPERTY

13. Pursuant to the Appointment Order, the Receiver took possession and control of the Hotel on November 15, 2010. The Receiver visited the Head Office location on November 16, 2010. The Company's books and records were located at the Head Office, where other companies related to Lamco's principals conduct business. Accordingly, the Company's books and records, including electronic records, were comingled with the books and records of other entities. The Receiver, with the assistance of individuals on site at the Head Office who worked for certain of the other entities, identified and segregated, to the best of its ability, Lamco's books and records and removed same from the Head Office on November 19, 2010.
14. The Company's electronic records were stored on a computer server (the "Server") that supported email and financial and accounting records of the Company and of certain of the other companies located at the Head Office. The Receiver imaged, or copied, electronic data and files stored in the Server to the extent it was able to identify the electronic records as being the Company's.
15. Prior to the Date of Appointment, the Company maintained four bank accounts (the "Accounts") at two Canadian financial institutions. On the Date of Appointment, the Receiver took steps to freeze the Accounts and instructed each of the financial

institutions to remit funds in the Accounts to the Receiver, which totalled \$16,000. As of the date of this First Report, the Receiver has recovered all of the funds from the Accounts.

16. At the Date of Appointment, the Company's books and records indicated that accounts receivable totalled approximately \$59,000, of which \$53,000 has been collected as of the date of this First Report.
17. On November 16, 2010, the Receiver oversaw a physical count of the equipment located at the Hotel as well as food and beverage inventories. The value of these food and beverage inventories, at cost, totalled approximately \$18,000.

EMPLOYEES

18. At the Date of Appointment, the Company employed approximately 50 employees. The Receiver continued the employment of the employees who work at the Hotel during the Receivership Proceedings but terminated the employment of the Company's Head Office employees.
19. The Receiver has reviewed the potential secured claims pursuant to section 81.4 of the BIA, which are estimated to be approximately \$30,000, primarily with respect to accrued vacation pay (the "**81.4 Claims**").

OPERATIONS

20. Paragraph 3(b) of the Appointment Order allows the Receiver to continue to manage, operate, and carry on the business of the Company. Since the Date of Appointment, the Receiver has continued to oversee the operations of the Hotel, and the provision of its services, including maintaining lodging and room availability and continuing the operation of the restaurant, lounge and swimming pool.
21. The Receiver reviewed the Company's insurance coverage with May-McConville Insurance Brokers Ltd. ("**May-McConville**"), the Company's insurance brokers, and determined that the Company's insurance coverage should adequately insure the Property from loss or damage during the Receivership Proceedings. The Receiver has

been added as a loss payee and named insured in respect of the Company's insurance policies.

22. On November 24, 2010, the Receiver obtained a Liquor Sales License from the Alcohol and Gaming Commission of Ontario in the name of the Receiver.

DEALINGS WITH RAMADA INTERNATIONAL

23. On or about November 22, 2011, legal counsel for Ramada International ("Ramada") contacted the Receiver to discuss the Receiver's intentions with respect to the ongoing operation and sale of the Hotel.

24. As a result of its review of the Company's book and records, the Company owed Ramada approximately \$300,000 (the "Ramada Arrears") as at the Date of Appointment, primarily as a result of the Company not paying various royalties and other fees pursuant to the Company's license agreement Ramada (the "License Agreement"), since late 2008.

25. In addition to the Ramada Arrears, Ramada advised the Receiver that the License Agreement is not assignable to a third party without Ramada's prior written consent. As described in further detail below, the License Agreement is not being assigned to 1277648 pursuant to the Sale Transaction.

26. Subsequent to the Date of Appointment, the Receiver has not made any payments to Ramada in respect of the License Agreement. The Receiver is in discussions with Ramada and has made a proposal to it with respect to amounts the Receiver would be willing to pay to Ramada in respect of the Receivership Proceedings and understands that Ramada is currently considering the Receiver's proposal.

REVIEW OF GE SECURITY

27. The Receiver engaged Miller Thomson LLP (“**Miller Thomson**”) as its independent legal counsel and instructed Miller Thomson to review GE’s security and provide the Receiver with an opinion with respect to its validity and enforceability. On January 31, 2011, Miller Thomson provided the Receiver with its written opinion, advising that GE has a valid and enforceable security interest in and to the Company’s personal property and real property.

STATUTORY DUTIES

28. On November 24, 2010, in accordance with subsection 245(1) of the BIA, the Receiver sent a notice of its appointment, in the prescribed form, and its first report pursuant to subsection 246(1) of the BIA to the Company’s known creditors and to the Proposal Trustee and the Superintendent of Bankruptcy.

WEBSITE AND HOTLINE

29. The Receiver has established a website at www.pwc.com/car-lamco to post periodic updates and materials with respect to the Receivership Proceedings. In addition, the Receiver established an information hotline at (416) 687-8040, in the event creditors, suppliers, employees or other stakeholders require information with respect to the Receivership Proceedings.

STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS

30. The Receiver's statement of receipts and disbursements for the period from November 15, 2010 to February 2, 2011 (the "**Receiver's R&D**") is summarized as follows:

Statement of Receipts and Disbursements November 15, 2010 to February 2, 2011	
Receipts:	
Cash on hand, November 15, 2010	1,285
Collection of pre accounts receivable	53,308
Operating revenue from room rentals, food and beverage sales, and other services	416,811
Total Receipts	471,404
Disbursements:	
Payroll including contract services and gratuities	252,004
Food and beverage purchases	36,917
Services and supplies	32,494
Utilities	21,718
Other	17,069
Insurance	6,369
Harmonized Sales Tax (net of credits)	36,344
Total Disbursements	402,915
Excess of Receipts over Disbursements	68,489
Receiver's borrowings	50,000
Cash on hand, February 2, 2011	118,489

31. Pursuant to paragraph 21 of the Appointment Order, the Receiver was authorized to borrow up to \$100,000, if required, (the "**Receiver's Borrowings**") for the purpose of funding the exercise of its powers and duties conferred upon it under the terms of the Appointment Order. To date, the Receiver's Borrowings have totalled \$50,000.

32. As at February 2, 2011, the Receiver estimates that there are approximately \$95,000 in accrued obligations in respect of the operation of the Hotel, primarily related to estimated utility costs and obligations related to the procurement of supplies and inventories associated with the Hotel's ongoing operations, as a result of timing differences between the date obligations are incurred and the payment thereof. In

addition, there is approximately \$75,000 in accrued payroll, as employees are paid two weeks in arrears, consistent with the Company's historic payroll cycle.

33. The Receiver requests that this Honourable Court approve the Receiver's R&D.

THE SALE PROCESS

OVERVIEW

34. Paragraphs 3(k) and 3(l) of the Appointment Order provide that the Receiver is expressly empowered and authorized to market and sell the assets of the Company, subject to the limitations set forth therein.
35. Pursuant to the October 22 Order, the Company and the Proposal Trustee were authorized to conduct the Sale Process, which included the retention of CB Richard Ellis Limited ("CBRE") to assist the Proposal Trustee with the marketing and solicitation of offers in respect of the Hotel.
36. Key elements of the Sale Process are summarized as follows:
 - (i) CBRE and the Proposal Trustee were to compile a list of prospective purchasers to whom Sale Process materials would be distributed;
 - (ii) CBRE would prepare and distribute a confidential information memorandum to those interested parties executing a signed confidentiality agreement, which would provide an overview of the Property and the business, and the bidding procedures;
 - (iii) The sale of the Hotel would be advertised in a national newspaper;
 - (iv) CBRE would establish and maintain a data room to provide prospective purchasers with the opportunity to review additional, confidential information to assist them with their due diligence efforts;
 - (v) CBRE would schedule and oversee interested parties' site visits to the Hotel; and

(vi) The Proposal Trustee and its legal counsel would prepare a form of asset purchase agreement, which would be provided to interested parties in order to assist them in making an offer in respect of the Hotel and the Company's assets.

37. The deadline for the receipt of bids was 5:00 p.m. Eastern Standard Time, 90 days following approval of Sale Process by this Honourable Court.

38. Immediately after the Date of Appointment, the Receiver had discussions with the Proposal Trustee, Lamco's legal counsel and representatives of CBRE to understand the status of the Sale Process, during the period of time between the October 22 Order and the Date of Appointment, in order to assess the suitability of the Sale Process in the context of the Receivership Proceedings. In addition, the Receiver had discussions with two other commercial real estate brokers, in order to evaluate the arrangements the Company had entered into with CBRE (the "**Listing Agreement**"), including its marketing strategy.

39. As a result of the Receiver's review of the status of the Sale Process shortly after the Date of Appointment, the Receiver determined that Sale Process approved by this Honourable Court was suitable for the Receiver's purposes, subject to some minor amendments, as:

- (i) The terms and of the Listing Agreement were commercially reasonable;
- (ii) The Receiver was satisfied that CBRE had the necessary resources, qualifications and experience in order to effectively manage and oversee the Sale Process;
- (iii) The marketplace was aware of the Sale Process and the Receiver, in consultation with CBRE and GE, determined that it would not be advantageous to seek an order of this Honourable Court substantively amending the Sale Process, which would result in delays in marketing the Hotel, and potentially confuse the marketplace.

Accordingly, the Receiver elected to continue the Sale Process approved by this Honourable Court, ensuring that CBRE's marketing materials were amended to

indicate that the Receiver, not the Company or the Proposal Trustee, was offering the Property for sale. In addition, the Receiver provided CBRE with a revised form of confidentiality agreement (the “**NDA**”) and revised form of asset purchase agreement (the “**APA**”), which was made available to interested parties in the data room established by CBRE.

SUMMARY OF MARKETING EFFORTS

40. CBRE oversaw the Sale Process and contacted in excess of 1,400 parties who were known to CBRE as potentially interested parties based on databases it maintains. Parties contacted by CBRE included operators and owners of hotel properties, parties CBRE believed could be interested in the Hotel site for alternate uses, parties known to CBRE who were likely to be interested in the Hotel as an investment opportunity, and real estate developers. In addition, the Receiver and / or CBRE contacted parties referred to the Receiver by the Proposal Trustee or parties who contacted the Receiver directly, during the Sale Process. All parties contacting the Receiver directly were directed to CBRE. All of the parties contacted during the Sale Process are referred to herein as the “**Prospective Purchasers**”.
41. CBRE contacted Prospective Purchasers by telephone and e-mail, and sent Prospective Purchasers a teaser, outlining the Sale Process and summarizing the opportunity to purchase the Property.
42. The Receiver advertised the Sale Process in the national edition of The Globe & Mail newspaper on December 14 and 16, 2010 and on January 4 and 6, 2011.
43. CBRE prepared a summary confidential information memorandum, which was reviewed and approved by the Receiver, outlining the Company’s operations, historical financial information and other information viewed as relevant in the circumstances (the “**CIM**”).
44. Prospective Purchasers who expressed an interest in participating in the Sale Process were required to execute the NDA, after which they were provided with access to the Data Room (as hereinafter defined) and able to participate in site visits, including a

tour of the Hotel facilities and, if desired, meetings with the Company's employees. In total, 30 Prospective Purchasers signed the NDA (the "**Interested Parties**").

45. CBRE established an electronic data room (the "**Data Room**") which included, among other things, information in respect of:

- (i) The CIM;
- (ii) Background and historical information in respect of the Company and its operations, including historical financial information;
- ii) A description of the Property;
- iii) Historical operational information pertaining to occupancy, average room rate, and employees;
- iv) Operating projections prepared by the Company's employees;
- v) Listings of assets, including inventories and equipment;
- vi) Contracts and agreements with suppliers including Ramada; and
- vii) Phase 1 environmental and property condition reports the Receiver obtained.

THE BIDS

46. Based on the October 22, Order, the Receiver determined that the deadline of 90 days after the date of approval of the Sale Process was January 20, 2011. Accordingly, the Receiver established a bid deadline of 5:00 p.m. Eastern Standard Time, January 20, 2011 (the "**Bid Deadline**"), by which time Interested Parties were required to submit written, non-binding expressions of interest (a "**Bid**"). A total of six parties (the "**Bidders**") submitted Bids by the Bid Deadline.

47. The results of the Sale Process, up to the Bid Deadline, are summarized as follows:

SUMMARY OF SALE PROCESS TO BID DEADLINE	
Parties contacted	1,424
Parties signing NDA	30
Parties requesting CIM	30
Site visits	7
Bids received	6

48. CBRE prepared a summary of the key terms and conditions of the Bids, (the “**Bid Summary**”). On January 21, 2011, the Receiver and CBRE reviewed the Bid Summary with GE. Based on its review of the Bids, and the terms and conditions associated therewith, the Receiver, with the support of GE, determined that it was appropriate to invite three of the Bidders to re-submit Bids to CBRE, on behalf of the Receiver. Three of the Bidders were not invited to re-submit Bids as the Bids they had submitted were not acceptable to the Receiver.

49. The Receiver established a deadline of 5:00 p.m., January 25, 2011 (the “**Final Bid Deadline**”), for the submission of final Bids (“**Final Bids**”), which included a requirement for a cash deposit of 10% of the purchase price being offered pursuant to that party’s Final Bid, evidence, satisfactory to the Receiver, of the Bidder’s financial capability to close a transaction with the Receiver and a clear articulation of any and all conditions associated with the Final Bid.

50. CBRE received two Final Bids, with one of the Bidders advising CBRE that it was unwilling to change its Bid. The Receiver reviewed the Final Bids and determined that the Bid made by 1277648 was the most favourable in the circumstances (the “**1277648 Final Bid**”). The 1277648 Final Bid was unconditional, other than a condition for approval by this Honourable Court, and the Receiver’s other criteria for submitting Final Bids was met. The Receiver provided GE with a summary of the Final Bids and understands that GE is supportive of the Receiver proceeding with the 1277648 Final Bid.

51. The 1277648 Final Bid did not provide the highest purchase price for the Property. However, the other party who submitted a Final Bid (the “**Competing Final Bid**”) was unable to satisfy the Receiver with respect to the strength of its financial covenant. In addition, the Competing Final Bid contained a financing condition that was not satisfactory to the Receiver.
52. After accounting for the costs of disposition, property tax arrears, the Receiver’s estimate of the 81.4 Claims and estimated legal and professional fees associated with the Receivership Proceedings, among other costs, the purchase price under either the 1277648 Final Bid or the Competing Final Bid would not result in net realizations sufficient to satisfy the Company’s indebtedness to GE.

THE SALE TRANSACTION

53. On January 28, 2011, the Receiver and 1277648 executed a binding APA (the “**1277648 APA**”) in respect of the purchase of substantially all of the Property (the “**Purchased Assets**”). Key elements of the agreement between 1277648 and the Receiver (the “**Sale Transaction**”) include:
 - i) A deposit of 10% of the purchase price which has been received by the Receiver;
 - ii) The Purchased Assets represent substantially all of the Company’s assets but exclude cash on hand; and
 - iii) Other than a condition that the Receiver seek and obtain the Approval and Vesting Order, there are no conditions to closing, including no financing condition and no condition that the License Agreement be assigned to 1277648.
54. The Receiver is seeking the approval of the sale of the Property to 1277648 and the 1277648 APA (the “**Sale Transaction**”). Accordingly, in the event this Honourable Court does not grant the Approval and Vesting Order or that the Sale Transaction does not close, the Receiver is of the view that efforts to re-market the Property may be impaired if the Bid Summary or the 1277648 APA are made public at this time. The Receiver is of the view that it is preferable for the Bid Summary and the 1277648 APA

to remain confidential until such time as the Sale Transaction closes. Accordingly, the Receiver proposes to provide the Bid Summary to this Honourable Court as Confidential Appendix "A", and requests a temporary sealing order in respect of the Bid Summary, sealing the Bid Summary until the Sale Transaction closes. In addition to a redacted copy of the 1277648 APA, which is attached to this First Report as Appendix "B", the Receiver will provide the un-redacted 1277648 APA to this Honourable Court as Confidential Appendix "B", and requests a temporary sealing order in respect of the 1277648 APA, sealing the 1277648 APA until the Sale Transaction closes.

RECEIVER'S RECOMMENDATION

55. The Receiver is of the view that the Sale Process was fair and transparent and that the market for the Property was properly canvassed. Significant interest was expressed in the Property as evidenced by the number of Prospective Purchasers and Interested Parties who examined the opportunity to purchase the Property. To the best of its knowledge, the Receiver believes that all reasonable requests for information made to CBRE, and subsequently to the Receiver, by Prospective Purchasers, Interested Parties or the APA Bidders were satisfied.
56. The Sale Transaction provides an opportunity for the business to continue uninterrupted operations as a hotel, under the management of a strategic purchaser, and provides the prospect of future employment for some of the current employees.
57. The Receiver respectfully submits to this Honourable Court that its activities with respect to the sale of the Property were conducted substantially in accordance with the Sale Process approved by this Honourable Court pursuant to the October 22 Order.

CONCLUSION

58. The Receiver respectfully requests this Honourable Court grant the Approval and Vesting Order, approving the Sale Transaction and vesting the Company's right, title and interest in and to the Purchased Assets in 1277648, free and clear of all encumbrances.

59. In addition, the Receiver respectfully requests this Honourable Court grant an order:

- i) sealing the un-redacted version of the 1277648 APA and Bid Summary, pending the closing of the Sale Transaction;
- ii) approving the Receiver's R&D; and
- iii) approving the activities of the Receiver as described in this First Report.

All of which is respectfully submitted on this 14th day of February, 2011

PricewaterhouseCoopers Inc.

In its capacity as Receiver of Lamco Investments Ltd.



Greg Prince

Senior Vice President

APPENDIX B

Lamco Investments Ltd.

SUPPLEMENT TO THE FIRST REPORT OF THE RECEIVER

February 22, 2011

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF THE PROPOSAL OF LAMCO INVESTMENTS LTD. A
COMPANY CONTINUED PURSUANT TO THE LAWS OF THE PROVINCE OF
ONTARIO WITH A HEAD OFFICE IN THE CITY OF MISSISSAUGA IN THE
PROVINCE OF ONTARIO

SUPPLEMENT TO THE
FIRST REPORT OF PRICEWATERHOUSECOOPERS INC.
AS RECEIVER
OF LAMCO INVESTMENTS LTD.

February 22, 2011

INTRODUCTION

1. PricewaterhouseCoopers Inc., in its capacity as the receiver (the “**Receiver**”) of all of the assets, undertakings and properties (the “**Property**”) of Lamco Investments Ltd. (“**Lamco**” or the “**Company**”), submitted its first report to this Honourable Court dated February 14, 2011 (the “**First Report**”) in conjunction with, among other things, the Receiver’s motion (the “**Motion**”) for an order of this Honourable Court to approve a sale transaction (the “**Sale Approval Order**”) between the Receiver and 1277648 Ontario Ltd. The Receiver has prepared this report as a supplement to the First Report (the “**Supplement to the First Report**”), which should be read in conjunction with the First Report.

2. The Motion, along with the First Report, was served on those parties on the service list on February 15, 2011 by counsel to the Receiver, Miller Thomson LLP (“**Miller Thomson**”). To the best of the Receiver’s knowledge no one has served any materials on the Receiver opposing the Motion for the Sale Approval Order or opposing any other relief sought by the Receiver pursuant to the Motion.

3. Late in the day on February 18, 2001, Miller Thomson was contacted by a representative of Soberman Inc., the Trustee in Bankruptcy of the estate of Lamco (the "Trustee"), indicating that, among other things, the Trustee will be seeking an adjournment of the Motion and, specifically, the Sale Approval Order, in order to review the Sale Process on the basis that:
 - (i) The consideration provided for pursuant to the Sale Transaction (as defined in the First Report) will not provide for any recoveries to the Company's unsecured creditors; and
 - (ii) The Receiver did not deal fairly with a purportedly interested party, Ambiance Capital Corp. ("Ambiance"), who had expressed interest in purchasing the Property and had executed an agreement of purchase and sale between it and the Company on November 17, 2010 (the "Ambiance APA").
4. The purpose of this, the Supplement to the First Report, is to provide this Honourable Court with information in respect of the Receiver's dealings with Ambiance and the concerns raised by the Trustee.
5. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian Dollars. Capitalized terms used but not otherwise defined herein are as defined in the First Report.

SALE PROCESS

6. The First Report provides an overview of the Sale Process, including a summary of the Receiver's marketing efforts, a summary of the Bids and information with respect to the Sale Transaction.
7. As described more fully in paragraphs 56 to 58 of the First Report, the Receiver advised this Honourable Court that, in its view:
 - i) The Sale Process was fair and transparent and that the market for the Property was properly canvassed;

- ii) the Sale Transaction provides an opportunity for the business and its ongoing operations to continue uninterrupted; and
- iii) the Receiver's activities with respect to the sale of the Property were conducted substantially in accordance with the Sale Process approved by the Honourable Madam Justice Morissette of the Ontario Superior Court of Justice (the "Court") on October 22, 2010.

AMBIANCE

- 8. Following the appointment of the Receiver, the Trustee advised the Receiver of the existence of interested parties with respect to the Property. On November 22, 2010, the Trustee sent an email (the "**November 22, 2010 Email**") to the Receiver attaching the Ambiance APA and what the Trustee described as a "... separate expression of interest ..." in respect of the Property from a company called Business Finance & Realty Corp. ("**Business Finance**") from its President, Mr. Peter Zivontsis. A copy of the November 22, 2010 Email, with attachments, is attached hereto as **Appendix "A"**.
- 9. The Receiver reviewed the Ambiance APA and notes that the Ambiance APA:
 - i) was in a form apparently drafted by the Trustee in its then capacity as the Proposal Trustee;
 - ii) was executed two days subsequent to the appointment of the Receiver, by Lamco. The Receiver is not aware of how Lamco purported to be capable of executing an agreement of purchase and sale with a purchaser subsequent to the appointment of the Receiver pursuant to an order of this Honourable Court;
 - iii) provided for a purchase price of \$5.8 million; and
 - iv) had an irrevocable date for acceptance by the Company of November 25, 2010, notwithstanding the Sale Process approved by Court, and supported by the Trustee in its capacity at that time as the Proposal Trustee, contemplated a

three-month sale process commencing on October 22, 2010, the date the Sale Process was approved by the Court.

10. After reviewing the November 22, 2010 Email, the Receiver attempted to contact both Ambiance and Business Finance. As set out in paragraph 18.0 of the Ambiance APA, notices pursuant to the Ambiance APA were to be provided to Mr. Domenic Presta (“**Presta**”) of Bianchi Presta L.L.P. Accordingly, the Receiver attempted to contact Presta and exchanged several voicemail messages with Presta between November 22, 2010 and November 25, 2010. Early during the week commencing November 29, 2010, the Receiver spoke with Presta and advised him that the Receiver, rather than the Company, would be continuing the Sale Process with the assistance of CBRE.
11. The Receiver understands from discussions it has had with representatives of CBRE that CBRE also contacted Presta and, on December 29, 2010, sent him a copy of a teaser sent to Prospective Purchasers, outlining the Sale Process and summarizing the opportunity to purchase the Property (the “**Teaser**”) and the Receiver’s form of non-disclosure agreement (the “**NDA**”) which Prospective Purchasers were required to sign in order to obtain access to the Receiver’s Data Room and review non-public, confidential information with respect to the Company and the Property.
12. CBRE has advised the Receiver that Ambiance did not sign back the NDA and on or about January 12, 2011, Presta, on behalf of Ambiance, advised CBRE that Ambiance was not interested in purchasing the Property from the Receiver.

BUSINESS FINANCE

13. On November 22, 2010, the Receiver contacted and spoke with Mr. Zivontsis. Subsequently, on December 29, 2010, CBRE forwarded the Teaser and the NDA to Business Finance. Despite a number of inquiries to Mr. Zivontsis by CBRE, Business Finance did not execute the NDA or otherwise participate in the Sale Process.

CONCLUSION

14. Both Ambiance and Business Finance were aware of the Sale Process as a result of their respective dealings with the Trustee in its then capacity as Proposal Trustee. In

addition, the Receiver spoke with representatives of Ambiance and Business Finance, advising them of the appointment of the Receiver and the need to deal with the Receiver in the Sale Process, to the extent either party was interested in investigating the opportunity to acquire the Property.

15. Both Ambiance and Business Finance were provided with the Teaser and the NDA. In addition to preliminary discussions between these parties and the Receiver, CBRE contacted each of these parties to ensure they were aware of the Sale Process and the required timing for the submission of Bids. Neither Ambiance nor Business Finance executed the NDA and, as a result, neither party was provided with access to the Receiver's Data Room, consistent with the manner in which the Receiver dealt with all parties during the Sale Process.
16. The Receiver has not been served with any materials by the Trustee with respect to the concerns raised by it with Miller Thomson on February 18, 2011 nor is the Receiver aware of any reasonable basis for the Trustee to object to the Motion, the granting of the Sale Approval Order or any other relief being sought by the Receiver pursuant to the Motion.
17. As set out in the First Report, the Receiver respectfully submits that the market for the Property was broadly canvassed and that the Sale Process was conducted substantially in accordance with the order of the Court on October 22, 2010 and that the Sale Process was fair and transparent.

This Supplement to the First Report is respectfully submitted on this 22nd day of February, 2011

PricewaterhouseCoopers Inc.
In its capacity as Receiver of Lamco Investments Ltd.



Greg Prince
Senior Vice President



Aldis Makovskis
Senior Vice President



APPENDIX A



Hans Rizarri
<HRizarri@soberman.com>
11/22/2010 07:25 AM

To Greg N. Prince/CA/FAS/PwC@Americas-CA
cc
bcc

Subject FW: Lamco Ramada London

History

Re: This message has been replied to and forwarded

Greg, further to our discussion this afternoon, attached are an offer to purchase the property and a separate expression of interest with respect to the property. Both of these documents were provided to Soberman Inc. ("Soberman") in its role as proposal trustee and it is now appropriate that we provide them to PriceWATERhouseCoopers Inc. ("PWC") in its role as court-appointed receiver.

As discussed, in our view, Soberman, in its capacity as trustee, believes it can add value to the process, and therefore would like to stay involved in the sale negotiations with these particular buyers.

Soberman has been dealing with these potential purchasers for an extended period of time now and, in our view, the following factors militate in favour of Soberman's continued involvement:

1. These potential buyers expressed their interest in the property to Soberman during the NOI stage;
2. The dollar buy interest was in the \$5MM to \$6MM range;
3. One of the potential purchasers has now provided an offer to purchase the property in the format requested by the proposal trustee for the sum of \$5.8MM;
4. Unfortunately, as you will see in the attachment, one of the buyers has lowered its expression of interest by \$1MM after finding out about the receivership.
5. The trustee and unsecured creditors are very concerned about this erosion of value.

We believe that the continued involvement of the trustee and the presence of the trustee at the negotiating table with the various buyers will have a positive impact on the price, and will also provide added confidence in the process to the unsecured creditors.

We look forward to hearing from you on these points.

Hans Rizarri
Soberman Inc.
2 St Clair Avenue East, Suite 1100
Toronto Ontario M4T 2T5
Direct: 416.963.7175 Toll Free: 1.866.964.7633
Fax: 416.929.2555
hrizarri@soberman.com
www.soberman.com

NOTICE OF CONFIDENTIALITY

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AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT made as of the 17th day of November, 2010.

BETWEEN:

LAMCO INVESTMENTS LTD.
(hereinafter referred to as the "Vendor")

OF THE FIRST PART

- and -

AMBIANCE CAPITAL CORP.
(hereinafter referred to as the "Purchaser")

OF THE SECOND PART

WHEREAS:

- A. The Vendor has filed a Notice of Intention to file a proposal pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the "Notice of Intention") dated August 27, 2010.
- B. Soberman Inc., a licensed trustee, has consented to act as trustee under the proposal (the "Proposal Trustee").
- C. By Order of the Ontario Superior Court of Justice (the "Court") dated October 22, 2010, the Court approved the "Sale Process" (as defined in the Second Report to the Court of the Proposal Trustee) and authorized the Proposal Trustee and the Vendor to take all steps required to effect the Sale Process.
- D. The Vendor has agreed to sell, and the Purchaser has agreed to purchase, the Property (as defined below) on the terms and conditions hereof.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements contained herein, the sufficiency of which is acknowledged by each of the Vendor and Purchaser, the parties hereto hereby agree as follows:

1.0 INTERPRETATION

1.01 Definitions:

In this agreement, the following words or phrases shall have the meanings set out in each case:



- (a) "Adjustments" has the meaning set out in Section 3.01
- (b) "Agreement" means this offer to purchase executed by the Purchaser and accepted by the Vendor, together with the attached schedules.
- (c) "Buildings" means the buildings of every nature and kind situate in, on and/or over the Real Property.
- (d) "Business Day" means any day other than a Saturday or Sunday or a statutory holiday in the province of Ontario.
- (e) "Closing" shall have the meaning ascribed to it in Section 9.0 hereof.
- (f) "Closing Date" shall have the meaning ascribed to it in Section 9.0 hereof.
- (g) "Environmental Law" means any and all applicable international, federal, provincial, state, municipal or local laws, by-laws, statutes, regulations, treaties, orders, judgments, decrees, ordinances, official directives and all authorizations relating to the environment, occupational health and safety, health protection or any Hazardous Materials.
- (h) "Fixtures" means the right, title and interest, if any, of the Vendor to all fixtures, which are owned and incorporated in the Buildings.
- (i) "Government Authority" means any person, body, department, bureau, agency, board, tribunal, commission, branch or office of any federal, provincial or municipal government having or claiming to have jurisdiction over part or all of the Property, the transaction contemplated in this Agreement and/or one or both of the parties hereto and shall include a board or association of insurance underwriters.
- (j) "HST" means the tax imposed under Part IX of the Excise Tax Act of Canada as amended.
- (k) "Hazardous Material" means any contaminants, pollutants, substances or materials that, when released to the natural environment, could cause, at some immediate or future time, harm or degradation to the natural environment or risk to human health, whether or not such contaminants, pollutants, substances or materials are or shall become prohibited, controlled or regulated by any Government Authority and any "contaminants", "dangerous substances", "hazardous materials", "hazardous substances", "hazardous wastes", "industrial wastes", "liquid wastes", "pollutants" and "toxic substances", all as defined in, referred to or contemplated in federal, provincial and/or municipal legislation, regulations, orders and/or ordinances relating to environmental, health and/or safety matters and, not to limit the generality of the foregoing, includes asbestos,



urea formaldehyde foam insulation and mono- or polychlorinated biphenyl wastes.

- (l) "Inspection Condition Waiver" shall have the meaning ascribed thereto in Section 7.0 hereof.
- (m) "Inspection Period" shall have the meaning ascribed thereto in Section 7.0 hereof.
- (n) "Permitted Encumbrances" means the encumbrances against the Real Property listed in Schedule "B" hereto.
- (o) "Property" means the Real Property, the Fixtures and the Rights located or situate on or about the Real Property which are included in the Purchase Price.
- (p) "Real Property" means the freehold interest in the lands and premises legally described in Schedule "A" hereto, known municipally as 817 Exeter Road, London, Ontario, together with all other fixed improvements, fixed installations and fixtures therein or thereon, but excluding any rented equipment or installations affixed to the real property and any equipment installation belonging to any utility.
- (q) "Rights" means the right, title and interest, if any, of the Vendor in all benefits, advantages, licences, guarantees, warranties, indemnities, income and options relating to the Property.
- (r) "Vendor's Agent" means CB Richard Ellis Limited.
- (s) "Vesting Order" has the meaning set out in Section 14.0 hereof.

1.02 Words importing the singular number shall include the plural and vice versa and words importing the, use of any gender shall include all genders.

1.03. The division of this agreement into articles, sections and schedules and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.

1.04 The following Schedules are attached to and form part of this agreement.

Schedule "A" – Description of Real Property
Schedule "B" – Permitted Encumbrances

2.0 PURCHASE AND SALE OF PROPERTY

2.01 Purchase and Sale: The Vendor agrees to sell and the Purchaser agrees to purchase the Purchased Assets on the terms and the conditions set out in this Agreement.



2.02 **Purchase Price:** The aggregate purchase price (the "Purchase Price") to be paid by the Purchaser to the Vendor for the Property shall be the sum of Five Million and Eight Hundred Thousand Canadian Dollars (\$5,800,000.00).

2.03 **Payment of Purchase Price:** The Purchase Price plus any other amounts payable to the Vendor hereunder shall be paid, accounted for and satisfied as follows:

- (a) **First Deposit:** By the Purchaser delivering on the date of execution of this Agreement, the sum of Fifty Thousand Canadian Dollars (\$50,000.00), which sum shall be held by the Purchaser's Solicitor, in trust, as a deposit (the "First Deposit") pending losing or termination of this Agreement and, subject only to the terms of this Agreement, to be credited without interest on account of the Purchase Price upon completion of the transaction contemplated in this Agreement, and failing such completion, the First Deposit shall be returned to the Purchaser forthwith, without interest and without deduction, unless the said transaction is not completed as a result of the Purchaser's default, in which case the First Deposit shall be forfeited to the Vendor without prejudice to any claims which the Vendor may have against the Purchaser by reason of such default;
- (b) **Second Deposit:** By the Purchaser delivering on the date of waiver of the Inspection Condition, the sum of Two Hundred Fifty Thousand Canadian Dollars (\$250,000.00), which sum shall be held by the Purchaser's Solicitor, in trust, as a deposit (the "Second Deposit") pending Closing or termination of this Agreement and, subject only to the terms of this Agreement, to be credited without interest on account of the Purchase Price upon completion of the transaction contemplated in this Agreement, and failing such completion, the Second Deposit shall be returned to the Purchaser forthwith, without interest and without deduction, unless the said transaction is not completed as a result of the Purchaser's default, in which case the First Deposit shall be forfeited to the Vendor without prejudice to any claims which the Vendor may have against the Purchaser by reason of such default;
- (c) **Balance Due at Closing:** The balance of the Purchase Price, subject to the adjustments contained in this Agreement, by payment at Closing to the Vendor or to the order of the Vendor, to arrive at the offices of the Vendor's solicitors not later than 11 am (Toronto Time) on the Closing Date;
- (d) **Method of Payment:** The First Deposit, the Second Deposit (collectively, hereinafter referred to as the "Deposit") and the balance due on Closing shall be made by way of certified cheque or bank draft drawn upon one of Canada's five largest chartered banks; and
- (e) **Allocation of Purchase Price:** The Vendor and the Purchaser acknowledge and agree that they shall each make their own allocations of the Purchase Price between Real Property, Buildings, Fixtures, personal property and Rights for the



purposes of the *Income Tax Act* (Canada) and any filings in accordance with the provisions thereof.

2.04 **Land Transfer Taxes and Registration Fees:** The Purchaser will be solely responsible for and shall pay any land transfer taxes and registration fees payable on the transfer of the Property or in respect of the registration of the title documents by which title to the Property is transferred on Closing (other than fees for the registration of any discharges or other registrations which are the responsibility of the Vendor in order to comply with its obligations under this Agreement). Each party shall pay its own legal fees with respect to this Agreement and the transactions contemplated hereby.

2.05 **HST:** The parties acknowledge that the Purchase Price does not include HST and that HST, if eligible in connection with this transaction, shall be in addition to the Purchase Price. The Purchaser agrees to self-assess or pay any HST applicable in connection with the within sale transaction. The Purchaser shall indemnify and save harmless the Vendor from and against any and all goods and services tax payable pursuant to the *Excise Tax Act*, together with any penalties, costs and/or interest which may be payable by or assessed against the Vendor in connection with the sale transaction contemplated by this Agreement and the Purchaser agrees to deliver a formal written indemnity to this effect on Closing. The Purchaser shall provide to the Vendor on or before Closing a statutory declaration of its authorized signing officer that the Purchaser is registered under Section D of Division V of Part 9 of the *Excise Tax Act* for the purpose of collecting and remitting HST.

2.06 **Other Eligible Taxes:** The Purchaser shall pay on Closing, in addition to the Purchase Price, all other applicable federal and provincial taxes eligible in connection with the within transaction including, without limiting the generality of the foregoing, sales taxes.

3.0 CLOSING & POST-CLOSING ADJUSTMENTS

3.01 **Closing Adjustments:** Adjustments shall be made, as of 12:01 a.m. on the Closing Date. The Vendor, except as herein otherwise provided, shall be responsible for all expenses and entitled to all revenue accruing from the Property for the period up to and including the day before Closing and the Purchaser shall be responsible for all expenses and entitled to all revenue accruing from the Property from and including the Closing Date. Without restricting the generality of the foregoing, the adjustments (hereinafter referred to as the "Adjustments") shall include without duplication those of the following items that apply: operating costs, realty taxes, local improvement rates and charges, the cost of fuel, water, electricity and any other pre-paid expenses the benefit of which will pass to the Purchaser and any other items to be adjusted pursuant to the provisions of this Agreement or established by usual practice for the purchase and sale of properties similar to the Property in the Province of Ontario.

3.02 **Metered Utilities:** If any utility service is metered, the Vendor shall have meters read on the Closing Date and shall pay all accounts for service to the time of the reading and those items shall not be adjusted. If a Government Authority or utility holds a deposit or



letter of credit to secure the performance of any obligations of the Vendor relating to the Property, the Purchaser will do such things (including without limitation payment or delivery of a new deposit or letter of credit) as may reasonably be required to permit the Vendor to obtain the return of the Vendor's deposit or letter of credit promptly after Closing. Fire and other insurance shall not be transferred or adjusted. Insurance shall remain the responsibility of the vendor until Closing and thereafter the Purchaser shall be responsible for placing its own insurance on the Property.

3.03 **Adjustment/Re-Adjustment Limitation Period:** Notwithstanding any other provision of this Agreement, the parties agree that their respective rights to adjustment and/or re-adjustment of any item or matter in relation to this transaction after Closing, shall be limited to the period of one hundred and twenty (120) days after Closing, and any specific claim for adjustment/re-adjustment not made within such period shall expire and be extinguished on the expiry of such period and neither party shall have any further right to claim for adjustments or re-adjustments of the Purchase Price for any reason whatsoever.

4.0 LIENS, ENCUMBRANCES AND MORTGAGES

The Vendor shall arrange to have discharged, by Vesting Order or otherwise, subject to Section 14.0 hereof (Vendor's Conditions) any outstanding liens, charges or encumbrances registered against the Real Property, except the Permitted Encumbrances.

5.0 DELIVERIES

Unless already made available to the Purchaser by the Vendor prior to the execution of this Agreement, the Vendor shall deliver (unless otherwise specified) to, or make available for inspection by, the Purchaser, within five (5) Business Days after execution of this Agreement, the following items, **if in the Vendor's possession or control:**

- (a) **Survey:** a survey of the Lands;
- (b) **Plans and Specifications:** copies of any plans and specifications for and relating to the Buildings;
- (c) **Tax Notices:** copies of Property assessments and realty tax notices/statements in respect of the current calendar year and the immediately preceding calendar year; and
- (d) **Authorizations for Information:** authorizations to be provided by the Purchaser and executed by the Vendor and addressed to the appropriate municipal building department, zoning department and fire department and to all other Government Authorities, authorizing the release of any and all information on file in respect of the Property, but specifically prohibiting inspections by any Government Authorities;

(collectively, the Vendor's Deliveries).



The Purchaser acknowledges and agrees that the Vendor makes no representation and/or warranty as to the accuracy, correctness, fitness for purpose or comprehensiveness of the Vendor's Deliveries, and any information contained therein or as to the Purchaser's entitlement to use or rely on same, and that the Purchaser shall be required to make its own investigations to satisfy itself in this regard. In the event that this transaction does not close for any reason whatsoever, including the default of the Vendor, the Purchaser agrees to return the Vendor's Deliveries, and all copies thereof made by or on behalf of the Purchaser or its agents and representatives, forthwith to the Vendor.

6.0 ACCESS

The Vendor agrees to allow the Purchaser and the Purchaser's authorized representatives reasonable access to the Property during normal business hours from time to time during the Inspection Period and hereby authorizes the Purchaser to carry out, at its sole cost and expense (regardless of results), such reasonable tests and inspections thereof as the Purchaser or its authorized representatives may deem necessary, provided that such inspections shall not unduly interfere (and the Purchaser undertakes to use its best efforts, which the Purchaser represents and warrants shall not be less than reasonable commercial efforts, not to so interfere) with the use, operation and enjoyment of the Property by the Vendor. The Purchaser agrees that such tests and inspections shall not include any tests or inspections by any Government Authority and specifically acknowledges and agrees that it shall not request or, through its actions, prompt or cause any tests or inspections to be made by any Government Authority.

All such inspections will be carried out on reasonable notice in writing to the Vendor and in the presence of a representative of the Vendor (if the Vendor so desires). Where possible, all tests of building systems will be conducted during normal business hours. The Purchaser covenants and agrees to conduct itself all times and to cause its representatives to conduct themselves at all times as would a prudent owner of the Property and to repair or pay the cost of repair of any damage occasioned during and resulting from the inspection of the Property conducted by the Purchaser or its authorized representatives, as outlined above and to return the Property to the condition same was in prior to such inspections. The Purchaser covenants and agrees to indemnify and save the Vendor harmless from and against all losses, costs, claims, third party claims, damages, expenses (including legal costs as between a solicitor and its own client) which the Vendor may suffer as a result of the inspection of the Property conducted by the Purchaser or its authorized representatives, as outlined above or as a result of any unauthorized tests or inspections by Government Authorities.

The provisions of Section 5.0 and this Section 6.0 shall survive Closing or other termination of this Agreement, notwithstanding any other provisions hereof. The Purchaser agrees that the Vendor shall be entitled to deduct from the Deposit the amount of any losses, costs, claims, third party costs, damages and expenses (including legal costs on a complete indemnity basis) which the Vendor may suffer as a result of a breach of Section 5.0 or this Section 6.0 by the Purchaser.



7.0 INSPECTION CONDITION

Notwithstanding any other provision contained in this Agreement, the Purchaser shall have the right to terminate this Agreement by notice, in writing, to the Vendor at any time prior to 5:00 p.m. on the fortyfifth _____ (45th) day following the date of execution of this Agreement ("Inspection Period") if the Purchaser, in its sole unfettered discretion, is not satisfied with the physical condition of the Real Property or with the title thereto. In the event that the Purchaser delivers the above-described written notice prior to expiration of the Inspection Period then this Agreement shall be terminated, the parties hereto shall be released from all obligations and liabilities hereunder (except for the obligations of the Purchaser, if any, arising under or as a result of a breach of Section 5.0 or Section 6.0 hereof) and the Deposit without interest or deduction (save as aforesaid) shall be returned to the Purchaser forthwith, without deduction. If the Purchaser shall fail to deliver the said written notice during the Inspection Period it shall be deemed not to have waived its rights (the "Inspection Condition Waiver") pursuant to this Section 7.0, and this Agreement shall be terminated, the parties hereto shall be released from all obligations and liabilities hereunder (except for the obligations of the Purchaser, if any, arising under or as a result of a breach of Section 5.0 or Section 6.0 hereof) and the Deposit shall be returned to the Purchaser forthwith, without deduction or interest.

8.0 TERMS OF PURCHASE

8.01 **"As, Is, Where Is"**: The Purchaser acknowledges and agrees that the Vendor is selling and the Purchaser is purchasing the Property on an "as is, where is" and "without recourse" basis subject to whatever defects, conditions, impediments, Hazardous Materials or deficiencies which may exist on the Closing Date, including without limiting the generality of the foregoing, any latent or patent defects in the Property. No representation, warranty or condition is expressed or can be implied as to title, encumbrance, description, fitness for purpose, zoning or lawful use of the Property, the existence or non-existence of Hazardous Materials, compliance with any or all Environmental Laws, merchantability, condition, quantity or quality, or in respect of any other matter or thing whatsoever concerning the Property and, subject to the right of the Purchaser to make requisitions in accordance with Section 8.02 hereof, the Purchaser agrees to accept the Property in an "as is, where is" condition and subject to any outstanding work orders or notices of infractions as of the Closing Date and subject to any existing municipal or other governmental bylaws, restrictions or orders affecting its use, including subdivision agreements and easements and any encroachments by the subject or nearby buildings or by fences located on the subject or adjacent property onto adjoining properties or streets. Without limiting the foregoing, the Purchaser acknowledges that the Vendor makes no representations or warranties whatsoever as to the existence or non-existence of any Hazardous Material. Without limiting the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act* (Ontario) do not apply hereto and have been waived by the Purchaser. The descriptions of the Property contained in this Agreement are for the purposes of identification only and no representation, warranty or condition has or will be given by the Vendor concerning the accuracy of such descriptions.



8.02 Title: The Purchaser acknowledges that it shall, during the Inspection Period, at its own expense, examine title to the Real Property and to satisfy itself that the Buildings may be insured against risk of fire. If the Purchaser has any valid objections to title to the Real Property (including, without limitation, that the Vendor does not hold title to the Real Property in fee simple, absolute) or to the fact that the Real Property does not comply with all laws and regulations including, without limitation, zoning laws, by-laws and codes or to any outstanding municipal or governmental work or deficiency notices relating to the Real Property or to the fact that the present use of the Property may not lawfully be continued or that the Buildings or any of them may not be insured against risk of fire, then it shall so advise the Vendor in writing listing any and all such objections in reasonable detail on or before noon on the last day of the Inspection Period. If the Vendor is unable or unwilling to remove, remedy or satisfy any one or more of the said objections and the Purchaser will not waive such objections, then this Agreement, notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end. Except for any valid objections so made and except for any objection going to the root of title or for any other matter or thing arising after the Inspection Period, the Purchaser shall be conclusively deemed to have accepted title to the Property and satisfied itself with respect to the other matters referred to in this Section 8.02. The Purchaser agrees to accept title to the Real Property subject to the Permitted Encumbrances.

For greater certainty, the Vendor shall not be required to discharge or obtain discharges of any liens, charges or encumbrances, if and to the extent that the Vesting Order referred to herein provides that the Purchaser shall acquire title to the Property free and clear thereof.

8.03 Zoning: The Purchaser intends to re-zone the property to residential use to allow for the rental of the property to students. The purchase of the property is conditional upon the Purchaser obtaining approval from the appropriate municipal authorities for the zoning required to convert it's use. The Purchaser's condition will also extend to obtaining a lease of the property with the University of Western Ontario for the converted use. This condition exists for the sole benefit of the Purchaser.

9.0 DATE OF CLOSING

Subject to the provisions of Section 14.0 hereof and as set out herein, the transaction contemplated hereunder shall be completed (the moment of completion shall be referred to as "Closing") on the day which is five (5) days after the date upon which the Vendor obtains the Vesting Order (as defined in Section 14.01 hereof) (the "Closing Date"). All documents and monies shall be delivered in accordance with the provisions of Section 10.0 of this Agreement. Provided, however, in the event any issue is raised with respect to the exercise of the right to sell by the Vendor, or in the event of any appeal of the Vesting Order, either the Purchaser or the Vendor may at its option on written notice to the other party hereto, extend the Closing Date for a period or periods of time not exceeding sixty (60) days in total. If any such issue is not



resolved to the satisfaction of the parties, acting reasonably, by the expiry of the extension period or periods, the Vendor at its sole option may terminate this Agreement and thereafter this Agreement shall be null and void and neither party shall have any obligation to the other hereunder (except for the obligations of the Purchaser, if any, arising under or as a result of a breach of Section 5.0 or Section 6.0 hereof) and the Deposit shall be returned to the Purchaser forthwith, without deduction or interest.

10.0 ELECTRONIC REGISTRATION

If electronic registration ("E-Reg") is mandatory in the Land Titles Office in which the Real Property is registered, the following provisions shall prevail, namely,

- (a) The Purchaser's solicitor and the Vendor's solicitor shall each be obliged to be authorized E-Reg users in good standing with the Law Society of Upper Canada, and are hereby authorized by the parties hereto to enter into a document registration agreement in the form adopted by the Joint LSUC-CBAO Committee on Electronic Registration of Title Documents on April 15, 2002 or any replacement thereof (hereinafter referred to as the "DRA"), establishing the procedures and timing for completing this transaction, which DRA shall be exchanged between the Vendor's solicitor and the Purchaser's solicitor no later than ten (10) days before the Closing Date;
- (b) The delivery and exchange of all closing deliveries hereunder and the release thereof to the parties hereto shall be governed by the DRA, pursuant to which the solicitor receiving any closing deliveries will be required to hold same in escrow, and will not be entitled to release same except in strict accordance with the provisions of the DRA.

It is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been made by either party (the "Tendering Party") upon the other party (the "Receiving Party") when the solicitor for the Tendering Party has completed, in addition to all other requirements to effect a valid tender in accordance with the provisions of this Agreement and the DRA, all steps required by E-Reg in order to complete this transaction that can be performed and undertaken by the Tendering Party's solicitor without the cooperation or participation of the Receiving Party's solicitor, and specifically, when the Tendering Party's solicitor has, wherever possible, electronically "signed" the Transfer/Deed of Land and all other instruments to be registered against title to the Real Property at the time for Closing for completeness and granted "access" to the Receiving Party's solicitor.

11.0 PRE-CLOSING RISK AND POST-DAMAGE ENTITLEMENTS

The Property is and shall remain at the Vendor's risk until Closing and the Vendor shall hold all insurance policies and the proceeds thereunder, in trust, for the parties as their respective interests may appear pending Closing. In the event that the Property shall be damaged prior to Closing then the Vendor shall advise the Purchaser, in writing, within twenty-four (24) hours of the Vendor learning of same and the Vendor shall be entitled, in its sole and absolute discretion,



to elect to terminate this Agreement by notice, in writing, to the Purchaser and in such event the parties hereto shall be released from all obligations and liabilities hereunder (except for the obligations of the Purchaser, if any, arising under or as a result of a breach of Section 5.0 or Section 6.0 hereof) and the Deposit without interest shall be returned to the Purchaser forthwith, without deduction. If the Vendor shall not elect to terminate this Agreement as set out above, then the transaction contemplated hereunder shall be completed and the Vendor shall, at its own expense, repair the damage forthwith in a good and workmanlike manner and the Purchaser shall release its interest in the insurance proceeds, if any, payable in respect thereof, provided that the Closing Date may, in the Vendor's absolute and unfettered discretion, be extended until the date which is five (5) Business Days following the date on which the Vendor shall have completed the repairs.

12.0 VENDOR'S REPRESENTATIONS AND WARRANTIES

The Vendor represents and warrants to the Purchaser that, as at the date hereof, the Vendor is not a non-resident of Canada within the meaning and intended purpose of Section 116 of the *Income Tax Act* (Canada).

13.0 PURCHASER'S REPRESENTATIONS AND WARRANTIES

The Purchaser represents and warrants to the Vendor that, as at the date hereof:

- (a) the Purchaser is a corporation duly incorporated, organized and validly subsisting under the laws of Ontario and has all requisite corporate power, authority and capacity to execute and deliver and to perform each of its obligations pursuant to this Agreement; neither the execution of this Agreement nor the performance (such performance shall include, without limitation, the exercise of any of the Purchaser's rights and compliance with each of the Purchaser's obligations hereunder) by the Purchaser of the transaction contemplated hereunder will violate:
 - (i) the Purchaser's articles of incorporation and by-laws;
 - (ii) any agreement to which the Purchaser is bound;
 - (iii) any judgement or order of a court of competent authority or any Government Authority; or
 - (iv) any applicable law;

and the Purchaser has duly taken, or has caused to be taken, all requisite corporate action required to be taken by it to authorize the execution and delivery of this Agreement and the performance of each of its obligations hereunder; and

- (b) either (i) the Purchaser is not a "non- Canadian", as defined in the *Investment Canada Act* (Canada) ("ICA"); or (ii) if the Purchaser is a "non-Canadian", this transaction is not a reviewable transaction under the ICA, or, if applicable, the Purchaser is a non-Canadian for the purpose of the ICA and will within three (3) Business Days of the execution of this Agreement submit to Investment Canada a fully completed Application for Review



with respect to the transaction contemplated in this Agreement and will use its best efforts to obtain Investment Canada Approval within forty-five (45) days thereafter.

The Purchaser shall promptly deliver to the Vendor written notice specifying the occurrence or likely occurrence of any event which may result in any of the Purchaser's representations and warranties contained in this Agreement not continuing to be true as at Closing.

14.0 CONDITIONS OF CLOSING IN FAVOUR OF THE VENDOR

14.01 The Vendor's obligations contained in this Agreement shall be conditional for a period of 45 days from the expiry of the Inspection Period (the "Condition Date") upon the Vendor receiving an Order of the Court ordering that the Property be vested in the Purchaser after satisfaction by the Purchaser of its obligations under this Agreement, free and clear of all charges, mortgages and/or security interests registered against the Property and not being discharged on Closing (save for the Permitted Encumbrances, which will remain on title) and otherwise free and clear of any interests of the applicants in the proceeding in which the Court Order was obtained (the "Vesting Order").

The Vendor covenants and agrees to proceed as expeditiously as possible, to work in a diligent manner and to use reasonable commercial efforts to attempt to satisfy this condition. If the Vesting Order is not obtained on or before the Condition Date, this Agreement shall, at the Vendor's discretion:

- (a) be terminated, by notice, in writing, to the Purchaser, without any penalty or liability whatsoever to the Vendor or the Purchaser, other than the return by the Vendor to the Purchaser of the Deposit and except for the obligations of the Purchaser, if any, but without cost or other compensation and each of the Vendor and the Purchaser shall be released from all other obligations hereunder except for the obligations of the Purchaser, if any, arising under or as a result of a breach of the provisions of Section 5.0 or Section 6.0 hereof;
- (b) to be extended for an additional period of ten (10) days, to allow the Vendor to continue to attempt to obtain the Vesting Order by notice to the Purchaser, in writing, of the Vendor's election to extend prior to 5:00 p.m. on the Condition Date.

14.02 The Vendor's obligations contained in this Agreement shall be subject to the fulfillment, at or prior to Closing, of each of the following conditions:

- (a) each of the Purchaser's representations and warranties contained in this Agreement shall be true at and as of the date hereof and each of such representations and warranties shall continue to be true as at Closing;



- (b) the Purchaser shall have complied with each and every covenant/agreement made by it herein and required to be completed at or prior to Closing; and
- (c) all necessary corporate steps and proceedings shall have been taken by the Purchaser to permit the Purchaser's execution of this Agreement and performance of each of the Purchaser's obligations hereunder.

For greater certainty, each of the conditions contained in this Section 14.02 have been inserted for the benefit of the Vendor.

- 14.03 The Vendor covenants to use its best efforts (which the Vendor represents and warrants shall not be less than reasonable commercial efforts) to fulfill or cause to be fulfilled the conditions contained in Subsection 14.01 and the Purchaser covenants to use its best efforts (which the Purchaser represents and warrants shall be no less than reasonable commercial efforts) to fulfill or cause to be fulfilled the conditions contained in Subsection 14.02 hereof prior to Closing.
- 14.04 In the event that any of the foregoing conditions shall not be fulfilled, in whole or in part, at or prior to Closing, the Vendor may, in its absolute and unfettered discretion, terminate this Agreement by written notice to the Purchaser and, in such event, the Vendor and the Purchaser shall be released from their obligations and liabilities hereunder (except for the obligations of the Purchaser, if any, arising under or as a result of a breach of Section 5.0 or Section 6.0 hereof) and the Deposit shall be returned to the Purchaser forthwith, without deduction or interest.
- 14.05 In the event that the sale of the Property is enjoined or the Vesting Order is not obtained, where any part of the Property is removed from the control of the Vendor by any means or process, or legal proceedings are threatened against the Vendor to restrain the sale of the Property, or where the Property is redeemed in whole or in part by any party entitled thereto at law on or prior to Closing, the Vendor at its option may terminate this Agreement, by notice, in writing, to the Purchaser, without any penalty or liability whatsoever to the Vendor or the Purchaser, other than the return by the Vendor to the Purchaser of the Deposit, without deduction or interest, and without cost or other compensation and each of the Vendor and the Purchaser shall be released from all other obligations hereunder, except for the obligations of the Purchaser, if any, arising under or as a result of a breach of the provisions of Section 5.0 or Section 6.0 hereof.

15.0 VENDOR'S CLOSING DELIVERIES

The Vendor covenants to execute, where applicable, and deliver the following to the Purchaser at Closing or on such other date expressly provided herein:

- (a) Vesting Order: An order of the Court vesting the Property in the Purchaser, in accordance with the provisions of this Agreement, including any required Vendor's certificate attesting to the receipt of all of the Purchaser's closing deliveries;



- (b) **Statement of Adjustments**: a statement of adjustments prepared in accordance with Section 3.01 hereof, to be delivered not less than five (5) Business Days prior to Closing;
- (c) **Direction Regarding Funds**: a direction from the Vendor designating the party or parties to which the balance of the Purchase Price described in Subsection 2.03(c) hereof shall be paid; in the event that the Vendor designates more than one party then it shall also designate amounts payable to each of the parties;
- (d) **Undertaking to Re-Adjust**: the Vendor's undertaking to re-adjust any item on or omitted from the statement of adjustments;
- (e) **Non-Residence Certificate**: the Vendor's certificate setting out that the Vendor is not a "non-resident" of Canada within the meaning and purpose of Section 116 of the *Income Tax Act* (Canada);
- (f) **Keys, Security Cards and Combinations**: all available master keys and duplicate keys relating to the Property in the Vendor's possession; all security cards relating to the Property in the Vendor's possession;
- (g) **Vendor's Certificate**: a certificate of the Vendor that: (a) the warranties and representations of the Vendor contained in this Agreement are true and effective at Closing, (ii) it acknowledges that the Purchaser relied upon such warranties and representations in completing this transaction;
- (h) equipment and building warranties, building plans and specifications, operating manuals and any service maintenance contracts, if any, affecting the property which the Purchaser assumes and which are in the possession of the Vendor;
- (i) a good and valid transfer of all licences and permits (including elevator licences and permits), if any; and
- (j) **General Deliveries**: such further documentation relating to the completion of the transaction contemplated hereunder as shall be:
 - (i) referred to herein; or
 - (ii) required by law and/or any Government Authority;

Provided that such further documentation is in a form satisfactory to the Vendor.

16.0 PURCHASER'S CLOSING DELIVERIES

The Purchaser covenants to execute, where applicable, and deliver the following to the Vendor at or prior to Closing:



- (a) Direction Regarding Title: a direction from the Purchaser designating the transferee(s) in the Vesting Order described in Section 14.01 hereof (required only in the event that the Vesting Order is to be inscribed in favour of a person/entity other than the Purchaser);
- (b) Undertaking To Re-Adjust: the Purchaser's undertaking to re-adjust any item on or omitted from the statement of adjustments;
- (c) Purchaser's Certificate: certificate of the Purchaser that: (i) the warranties and representations of the Purchaser contained in this Agreement are true and effective at Closing, (ii) it acknowledges that the Vendor relied upon such warranties and representations in completing this transaction;
- (d) HST Declaration and Indemnity: the statutory declaration and indemnity provided for under Subsection 2.05 hereof;
- (e) Certificate of Incumbency: a certificate of incumbency setting out the names and specimen signatures of each of the directors and officers of the Purchaser;
- (f) Purchaser's Agents Commissions: evidence of payment by the Purchaser of any commission or other remuneration payable to the Purchaser's agent, if any, in connection with the purchase of the Property, or a certificate from the Purchaser certifying that it has not retained any such agent and that no such commission or other remuneration is payable;
- (g) Balance Due at Closing: the balance of the Purchase Price described in Subsection 2.03(c) hereof; and
- (h) Such further documents and other deliveries as the Vendor or its solicitor may reasonable require.

17.0 PLANNING ACT (ONTARIO)

This Agreement shall be effective to create an interest in the Property for the Purchaser only if the subdivision prohibition sections of the *Planning Act* (Ontario) are complied with prior to Closing.

18.0 NOTICE

Any notice given hereunder shall be in writing and delivered or communicated by facsimile to:

in the case of the Purchaser

Attention: Mr. Domenic Presta
Bianchi Presta L.L.P. Barristers & Solicitors



Fax No.: (905) 738-0528

with a copy to the Purchaser's Solicitors,

and in the case of the Vendor

Attention:
Fax No.:

with a copy to the Vendor's Solicitors:

Such notice shall be deemed to have been delivered upon delivery or communicated upon transmission unless such notice is delivered or transmitted outside of usual business hours, in which event the notice shall be deemed to have been delivered or transmitted on the next Business Day. A party may change its address and/or facsimile number by providing notice in accordance with this Section 18.0.

19.0 WAIVER OF CONDITIONS

Except as otherwise provided in this Agreement, all conditions contained herein have been inserted for the benefit of either the Vendor or the Purchaser, as indicated, and are conditions of the obligations of such party to complete the transaction contemplated hereunder at Closing and are not conditions precedent of this Agreement. Any one or more of the said conditions may be waived, in writing, in whole or in part, by the benefiting party without prejudice to the benefiting party's right of termination in the event of the non-fulfillment of any other condition, and, if so waived, this Agreement shall be read exclusive of the said condition or conditions so waived. For greater certainty, the closing of the transaction contemplated hereunder by a party hereof shall be deemed to be a waiver by such party of compliance with any condition inserted for its benefit and not satisfied at Closing.

20.0 SEVERABILITY

If any provision contained in this Agreement or the application thereof to any person/entity or circumstance is, to any extent, invalid or unenforceable, the remainder of this Agreement and the application of such provision to persons/entities or circumstances other than those to whom/which it is held invalid or unenforceable, shall not be affected thereby and each provision contained in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

21.0 ENTIRE AGREEMENT



This Agreement and the schedules attached hereto constitute the entire agreement between the Vendor and the Purchaser in respect of the Property. Each of the parties acknowledges that, except as contained in this Agreement, there is no representation, warranty, collateral agreement or condition (whether a direct or collateral condition or an express or implied condition) which induced it to enter into this Agreement.

22.0 CUMULATIVE REMEDIES

No remedy conferred upon or reserved to one or both of the parties hereto is intended to be exclusive of any other remedy, but each remedy shall be cumulative and in addition to every other remedy conferred upon or reserved hereunder, whether such remedy shall be existing or hereafter existing, and whether such remedy shall become available under common law, equity or statute.

23.0 REFERENCES TO STATUTES

Except as otherwise provided in this Agreement, references to any statute herein shall be deemed to be a reference to such statute and any and all regulations from time to time promulgated thereunder and to such statute and regulations as amended or re-enacted from time to time. Any reference herein to a specific section or sections, paragraph or paragraphs and/or clause or clauses of any statute or regulations promulgated thereunder shall be deemed to include a reference to any corresponding provision of future law.

24.0 TIME OF ESSENCE

Time shall in all respects be of the essence hereof provided that the time for the doing or completing of any matter referred to herein may be extended or abridged by an agreement, in writing, executed by the Vendor and the Purchaser or their respective solicitors who are hereby expressly appointed for that purpose.

25.0 CANADIAN FUNDS

All references to dollar amounts contained in this Agreement shall be deemed to refer to Canadian funds.

26.0 TENDER

Any tender to notices, documents and/or monies hereunder may be made upon the Vendor or the Purchaser or their respective solicitors.

27.0 FURTHER ASSURANCES

Except as otherwise expressed herein to the contrary, each party shall, without receiving additional consideration therefor, co-operate with and take such additional actions as may be requested by the other party, acting reasonably, in order to carry out the purpose and intent of this Agreement.



28.0 CONFIDENTIALITY

The Purchaser and its agents, advisors and authorized representatives shall maintain in strict confidence, until Closing, all information and materials delivered or made available pursuant to this Agreement, except as may reasonably be disclosed by the Purchaser:

- (a) to facilitate the procurement of financing for the Property;
- (b) to enforce any of its rights/remedies hereunder;
- (c) to enforce any of its other rights/remedies, if any, pursuant to common law, equity or statute; or
- (d) to comply with laws requiring disclosure.

In the event that the transaction contemplated in this Agreement is, for any reason whatsoever, not completed, then the Purchaser shall, upon request from the Vendor, promptly return to the Vendor all materials delivered hereunder and deliver to the Vendor all copies of materials made available hereunder.

29.0 NON-BUSINESS DAYS

In the event that any date specified or any date contemplated in this Agreement shall fall upon a day other than a Business Day, then such date shall be deemed to be the next following Business Day.

30.0 INTEREST

Except as otherwise expressed herein to the contrary, all amounts which shall be owing pursuant to this Agreement and not paid when due, shall bear interest, both before and after demand, judgement and default, at the Prime Rate plus 2% calculated daily and compounded semi-annually.

31.0 GOVERNING LAWS

This Agreement has been executed in the Province of Ontario and, for all purposes, shall be construed in accordance with and governed by the laws in effect within the Province of Ontario.

32.0 ASSIGNMENT

The Purchaser shall not assign part or all of its interest under this Agreement without the prior written consent of the Vendor, which consent may be arbitrarily withheld.

33.0 COMMISSION

The Vendor has retained the Vendor's Agent in regard to the sale of the Property to the Purchaser. The Vendor agrees that it shall be responsible for paying any commission or other



remuneration payable to any agent retained by the Vendor in connection with the sale of the Property.

34.0 NON-REGISTRATION OF AGREEMENT

The Purchaser acknowledges that this Agreement is personal to the Purchaser and that this Agreement or any monies paid hereunder do not create an interest in the Property and the Purchaser further acknowledges that upon any breach of this Agreement by the Vendor, the Purchaser has an adequate remedy in damages. The Purchaser agrees that it will not register or cause or permit to be registered this Agreement and that no reference to or notice of it or any caution, certificate of pending litigation or other similar court process in respect thereof shall be registered on title to the Real Property, and the Purchaser shall be deemed to be in default under this Agreement if it makes any registration or causes or permits any registration to be made on title to the Real Property prior to the Closing Date.

35.0 SUCCESSORS AND ASSIGNS

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

36.0 EXCLUSIVITY

Upon execution of this Agreement of Purchase and Sale, the Vendor agrees to negotiate exclusively and in good faith, without exception, with the Purchaser to complete the transaction proposed herein. In that regard, the Vendor agrees not to enter into, or continue, any negotiations or discussions with any third party in respect of the sale of the Property, and not to give access to any third party to the Property for the purpose of enabling that third party to make a determination as to whether to make an offer to acquire the Property.

37.0 ADVISORY FEE

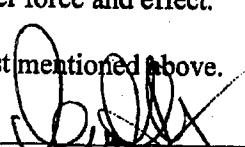
A fee of 4% of the gross purchase price shall be payable to Ambiance Capital Corp. upon the successful completion of the transaction.

38.0 TIME FOR ACCEPTANCE

The offer to purchase comprising this Agreement shall be irrevocable by the Purchaser and open for acceptance by the Vendor until 5:00 p.m. on the 25th day of November, 2010, after which time, if not accepted and notice of such acceptance communicated to the Purchaser, then the said offer to purchase shall be null and void and of no further force and effect.

DATED at Toronto as of the date first mentioned above.

By:


Name: Ambiance Capital Corp.
Gary Usning

Title: Director
I have authority to bind the Corporation.

The Vendor hereby accepts the foregoing offer to purchase and its terms and agrees with the Purchaser to duly complete the transaction contemplated thereunder.

DATED at _____, Ontario this _____ day of _____, 20____.

By: _____
Name _____
Title: _____
I have authority to bind the Corporation.

SCHEDULE "A"

DESCRIPTION OF REAL PROPERTY

Part of Lot 16, Concession 3, as in Instrument #801684 London/Westminster, municipally known as 817 Exeter Road, London, Ontario, being PIN 08485-0177 (LT).



SCHEDULE "B"

PERMITTED ENCUMBRANCES

The following shall be permitted encumbrances for the purpose of this Agreement:

1. inchoate liens for municipal property taxes, local improvement assessments or taxes, or other taxes, assessments or recoveries relating to the Real Property, and public utilities, which are not at the time due;
2. all reservations, limitations, provisos and conditions expressed in the original grant from the Crown;
3. any registered licenses, easements, rights-of-way, rights in the nature of easements and agreements with respect thereto (including, without limitation, agreements, easements, licenses, rights-of-way and interests in the nature of easements for sidewalks, public ways, sewers, drains, gas, steam and water mains or electric light and power, or telephone and telegraphic conduits, poles, wires and cables);
4. applicable municipal by-laws, development agreements, subdivision agreements, site plan agreements and building restrictions, provided, in each case, that the same have been complied with to the date of closing and do not materially interfere with the ordinary operation of the Real Property ;
5. the exceptions, limitations and qualifications of the Land Titles Act and any amendments thereto; and
6. Instruments Nos.: 119427, 224017, 275070, 367526, 476923 and A801684.



[Email from Peter Zivontis Nov 18 2010]

Hans

We are still working on Ramada.

We heard that GE has taken control of the property?

Can we get a copy of the updated appraisal?

We can bring a all cash offer forward but price is low – 4MM range/

Your thoughts?

Regards,

Peter Zivontsis

President

**Business Financial
& Realty Corp.**

2275 Lakeshore Blvd. West

5th Floor

Toronto, ON. M8V 3Y3

Tel: (416) 406-2727 x9942

Direct: (416) 406-9942

Fax: (416) 406-6199

Mobile: (416) 617-9586

www.businessfinancial.ca

peter@businessfinancial.ca

IN THE MATTER OF THE PROPOSAL OF LAMCO INVESTMENTS LTD.
A COMPANY CONTINUED PURSUANT TO THE LAWS OF THE PROVINCE
OF ONTARIO WITH A HEAD OFFICE IN THE CITY OF MISSISSAUGA IN
THE PROVINCE OF ONTARIO

Court File No. 31-1175668

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY
(COMMERCIAL LIST)**

Proceeding commenced at Toronto

**SUPPLEMENT TO THE FIRST REPORT
OF THE RECEIVER**

MILLER THOMSON LLP
SCOTIA PLAZA
40 KING STREET WEST, SUITE 5800
P.O. BOX 1011
TORONTO, ON CANADA M5H 3S1

Craig A. Mills LSUC#: 40947B
Tel: 416-595-8596
Fax: 416-595-8695

Lawyers for PricewaterhouseCoopers Inc., in its capacity as
court-appointed receiver of Lamco Investments Ltd.

APPENDIX C

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

**IN THE MATTER OF THE PROPOSAL OF
LAMCO INVESTMENTS LTD.
A COMPANY CONTINUED PURSUANT TO THE LAWS OF THE
PROVINCE OF ONTARIO
WITH A HEAD OFFICE IN THE CITY OF MISSISSAUGA
IN THE PROVINCE OF ONTARIO**

AFFIDAVIT OF TRACEY WEAVER

I, TRACEY WEAVER, of the Town of Whitby, in the Province of Ontario, **MAKE OATH AND SAY** that:

1. I am a Vice President of PricewaterhouseCoopers Inc. ("PwC") and, as such, I have knowledge of the matters hereinafter deposed to except where stated to be on information and belief, and whereso stated, I verily believe it to be true.
2. On November 15, 2010, pursuant to an order of the Court (the "**Appointment Order**"), PwC was appointed as receiver (the "**Receiver**") of all of the assets, undertakings and properties (collectively, the "**Property**") of Lamco Investments Ltd. ("**Lamco**" or the "**Company**"). The Appointment Order was granted pursuant to an application made by General Electric Canada Real Estate Finance Inc. ("**GE Canada**") and GE Canada Equipment Financing G.P./G.E. Canada SCNC ("**GE Capital**", and together, "**GE**") pursuant to section 243 (1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended ("**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c.C.43, as amended.
3. Pursuant to the Appointment Order, the Receiver has provided services and incurred disbursements, in the amount of \$202,422.50 and \$12,916.96 respectively (both excluding harmonized sales tax "**HST**") in the period from November 11, 2010 to February 28, 2011 (the "**Period**"). Attached hereto and marked as Exhibit "A" to this my Affidavit is a summary of all invoices rendered by the Receiver on a periodic basis during the Period (the "**Accounts**").

4. True copies of the Accounts, which include a fair and accurate description of the services provided along with the hours and applicable rates claimed by the Receiver, are attached as Exhibit "B" to this my Affidavit.
5. The Receiver has previously filed one report with the Court with respect to its conduct and the receivership proceedings (the "**First Report**"). In addition, and contemporaneously with the filing of this Affidavit the Receiver is filing its second report to the Court (the "**Second Report**"). Details of the activities undertaken and services provided by the Receiver in connection with the administration of the receivership proceedings are described in the First Report and the Second Report.
6. In the course of performing its duties pursuant to the Appointment Order, the Receiver's staff has expended a total of 934 hours during the Period. Attached as Exhibit "C" to this my Affidavit is a schedule setting out a summary of the individual staff involved in the administration of the receivership and the hours and applicable rates claimed by the Receiver for the Period. The average hourly rate billed by the Receiver during the Period is \$216.73. The Receiver has discounted its fees in the Period by approximately 31%.
7. The total amount of professional fees and disbursements being claimed for work performed by the Receiver during the Period is \$215,339.46 (excluding HST).
8. The Receiver requests that this Honourable Court approve its Accounts for the Period, in the total amount of \$215,339.46 (excluding HST) for services rendered and recorded during the Period.
9. Miller Thomson LLP ("**MT**"), as independent legal counsel to the Receiver, rendered services throughout these proceedings in a manner consistent with the instructions of the Receiver and have prepared an affidavit with respect to the services rendered during the Period. The Receiver has reviewed the invoices rendered by MT during the Period.
10. To the best of my knowledge, the rates charged by the Receiver and MT are comparable to the rates charged for the provision of similar services by other large accounting and legal firms in the Toronto market.

11. I verily believe that the fees and disbursements incurred by the Receiver and MT are fair and reasonable in the circumstances.

12. This Affidavit is sworn in connection with a motion for an Order of this Honourable Court to, among other things, approve the fees and disbursements of the Receiver and those of its legal counsel and for no improper purpose.

SWORN BEFORE ME at the City)
of Toronto, in the Province of)
Ontario, this 25 day of March)
2011.)
)

Blair Jamrah
Commissioner for Taking
Affidavits, etc.

T. Weaver

TRACEY WEAVER

EXHIBIT A

PRICEWATERHOUSECOOPERS INC.
RECEIVER OF
LAMCO INVESTMENTS LTDStatement of Fees Summary
For the Period from November 11, 2010 to February 28, 2011

Invoice	Period	Fees	Disbursements	Sub-Total	HST	Total
TR131700513	February 1 to February 28, 2011	34,097.50	1,704.88	35,802.38	4,654.31	40,456.69
TR131700510	January 1 to January 31, 2011	43,325.00	2,511.63	45,836.63	5,958.76	51,795.39
TR131700375	November 11 to December 31, 2010	125,000.00	8,700.45	133,700.45	17,381.06	151,081.51
Total		202,422.50	12,916.96	215,339.46	27,994.13	243,333.59

This is Exhibit "A" referred to in the Affidavit of
Tracey Weaver, sworn before me this
25 day of March, 2011.

Heather Symon
A commissioner, etc.

EXHIBIT B

Exhibit "B"

Court File No. 31-1175668

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

**IN THE MATTER OF THE PROPOSAL OF
LAMCO INVESTMENTS LTD.
A COMPANY CONTINUED PURSUANT TO THE LAWS OF THE
PROVINCE OF ONTARIO
WITH A HEAD OFFICE IN THE CITY OF MISSISSAUGA
IN THE PROVINCE OF ONTARIO**

BETWEEN:

**GENERAL ELECTRIC CANADA REAL ESTATE FINANCE INC. and
GE CANADA EQUIPMENT FINANCING G.P./G.E. CANADA SCNC**

Applicant

-and-

LAMCO INVESTMENTS LTD.

Respondents

This is Exhibit "B" referred to in the Affidavit of
Tracey Weaver, sworn before me this
25 day of March, 2011.

Walter J. Weaver
A commissioner, etc.



Statement of Fee

PricewaterhouseCoopers Inc.
Court Appointed Receiver of
Lamco Investments Ltd.
77 King Street West
Royal Trust Tower, Suite 3000
Toronto Ontario M5K 1G8
Canada

PricewaterhouseCoopers Inc.
PO Box 82
Royal Trust Tower, Suite 3000
Toronto Dominion Centre
Toronto, ON M5K 1G8
Canada
Telephone: +1 416 863 1133
Facsimile: +1 416 365 8215

Contact: Greg Prince
Telephone: +1 416 814 5752
E-mail: gregory.n.prince@ca.pwc.com

To avoid delays in receipt of funds, please ensure you are remitting to: PwC Central Accounting

145 King Street West
Toronto ON M5H 1V8
Canada

Bill Date: March 9, 2011
Payment requested by: March 24, 2011
Invoice No.: TR131700513

HST REGISTRATION # 86747 0486 RT0001

CAD

FOR PROFESSIONAL SERVICES RENDERED as Court Appointed Receiver of Lamco Investments Ltd., for the period February 1 to February 28, 2011, as per Appointment Order dated November 15, 2010.

FEES	\$34,097.50
DISBURSEMENTS	\$1,704.88
TOTAL FEES AND DISBURSEMENTS	\$35,802.38
HST	\$4,654.31
TOTAL DUE	\$40,456.69

Remit Only Bank Wire Transfers (EFT) to:
HSBC, 70 York Street, Toronto, Ontario, Canada M5J 1S9
Account Name: PricewaterhouseCoopers LLP
Transit No.: 10002:016 Swift Code: HKBCCATT
CAD Account: 064871-001 USD Account: 064871-070
Invoice number must be included.

Please return one copy with your payment.

LAMCO INVESTMENTS LTD.
Time and Disbursements Summary
For the period February 1 to February 28, 2011

	<u>Number of Hours</u>	<u>Hourly Rate</u>	<u>Amount \$</u>
<u>Staff Member</u>			
SENIOR VICE PRESIDENT			
G PRINCE	12.6	600	7,560.00
VICE PRESIDENT			
A MAKOVSKIS	40.5	425	17,212.50
J WILSON	1.0	425	425.00
SENIOR ASSOCIATE			
D SMITH	0.4	250	100
P FLORENCE	<u>95.2</u>	<u>250</u>	<u>23,800.00</u>
	149.7		49,097.50
FEES			49,097.50
Less: Courtesy discount			<u>(15,000.00)</u>
NET FEES			34,097.50
DISBURSEMENTS			
Administration fee			<u>1,704.88</u>
FEES AND DISBURSEMENTS:			35,802.38
HST			<u>4,654.32</u>
TOTAL AMOUNT DUE:			<u>40,456.69</u>

Time Details

Client Job Show to date	General Electric Canada Real Estate Finance Inc. GE re LAMCO - Receiver 2/28/2011			
* Staff	Date	Hours	Memo	
SMITH DONALDA (CA007437)	2/23/2011	0.4	Draft website update. Note to Greg and Aldis regarding posting, terminated employees re WEPP and s.81.	
WILSON JOHN (CA014487)	2/1/2011	0.5	Emails/fax/review/get 2 signatures/arrange to courier,etc.	
	2/15/2011	0.5	Emails/discussions over past week//fax/review/sign authorization for payroll,etc,	
FLORENCE PAMELA (CA023099)	2/1/2011	5.5	Review daily cash/night audit. Review payroll and arrange for payroll wire transfer. Update accounts payable for current accounts payable. Meet with R. Tudor. To bank with daily deposit. Respond to creditor calls regarding bankruptcy and refer to Soberman.	
	2/3/2011	5.5	Review daily cash/night audit report for two days. Review deposit and approve. Respond to Harrison Pensa regarding funds received from Bank of Nova Scotia. Update payables and send cheques. Meet with R. Tudor. Respond to call from creditor.	
	2/4/2011	5.8	Review daily cash/night deposits. Review accounting and prepare R & D. Respond to employee query on payroll.	
	2/7/2011	4.0	Review daily cash/night audit reports - three days. Update schedule of receipts and disbursements.	
	2/8/2011	5.0	Review daily cash/night audit. Meet with R. Tudor. Meet with P. Kerner. Updates to cash flow and draft weekly flash report. Review accounting records and updates to R & D. Get payout figures from Bell Canada.	
	2/9/2011	5.2	Review daily cash/night audit. Prepare summary of current accounts payable and estimates for future. Spot check on rooms rented to rooms cleaned. Follow up with Westminister Alarm and arrange for site visit. Prepare vouchers and cheques. Update accounting. Meet with R. Tudor. Review of payroll calculations. Print schedules for Court application.	
	2/10/2011	3.2	Review daily cash/night audit. Finalize A/P cheques. Updates to accounting. Respond to employee questions. Review order for supplies. Spot check on room rented to rooms cleaned.	
	2/11/2011	2.0	Review daily cash/night audit. Review outstanding a/r and request continued followup. Update accounting.	
	2/14/2011	6.0	Review daily cash/night audit reports. Meet with P. Kerner. Arrange for contract account. Update accounting. Review accounts receivable. Prepare documents and arrange for payroll wire transfer. Telephone discussion with G. Prince. Meeting with housekeeping staff. Arrange for copier repairs.	
	2/15/2011	6.0	Review daily cash/night audit reports. Spot check on rooms rented to rooms cleaned. Begin draft flash report. Meet with Abel Pest Control. Update accounting. Review payroll records for staff person, discuss with P. Kerner. Call to M. Sparrow of CBRE. Respond to various emails.	
	2/16/2011	0.3	Telephone discussion with C. Mills. Telephone call to M. Sparrow.	

* Staff	Date	Hours	Memo
	2/17/2011	6.0	Review daily cash/night audit report. Follow on sale of liquor. Spot check on rooms rented to rooms cleaned. Meet with P. Kerner on staff replacement. Meet with R. Tudor. Review payroll hours for J. Carroll. Update accounting and A/P. Review purchase agreement for additional items to be completed. Meet with B. Mills. Telephone discussion with D. Smith.
	2/18/2011	7.0	Review daily cash/night audit. Spot check on rooms rented to rooms cleaned. Review A/R listing. Calls to Bell Canada regarding arrears, review. Meet with Westminister. Review time sheets for payroll. Prepare updated A/P listing.
	2/22/2011	6.2	Review daily cash/night audit report. Beds rented to Beds cleaned spot check. Meet with P. Kerner. Update A/P, review payroll input, update accounting. Meet with R. Tudor. Arrange for and post staff meeting. Summary of items to be completed for closing.
	2/23/2011	6.8	Review daily cash/night audit report. Conduct two staff meetings to provide update. Accounts payable update and summary of cheques to be prepared. Review payroll for submission.
	2/24/2011	6.9	Review daily cash/night audit report. Spot check on rooms rented to rooms cleaned. Prepare information for closing. Meet with purchaser. Respond to employee questions. Prepare documents for payroll wire transfer. Inquiry to Alcohol and Gaming Commission on surrender of licence.
	2/25/2011	7.0	Review daily cash/night audit. Meet with employee to answer questions on sale. Update a/b listing and projections. Update accounting. Meet with P. Kerner. Follow up call to Purchasers controller for HST number. Email to purchaser. Summarize lease amounts. Spot check list of beer on site. Meet with P. Kerner and S. Smith next weeks bookings.
	2/26/2011	0.3	Prepare Voluntary Surrender of Liquor Licence form. Wire transfer form for payroll to second party for signature and instructions for delivery. Locate HST election form.
	2/28/2011	6.5	Review daily cash/night audit reports. Spot check on rooms rented to rooms cleaned. Meet with A. Manji. Review contracts. Calls to suppliers for final accounting. Contact ATM company, Pepsico and Summit Foods. Respond to employee questions.
MAKOVSKIS ALDIS (CA024082)	2/1/2011	1.0	Format final version of asset purchase agreement and schedules and forward to P. Florence for distribution to CBRE and by CBRE to prospective purchaser; E-mails with S. Segal and M. Sparrow regarding approval by prospective purchaser of schedules to asset purchase agreement, related telephone discussion with M. Sparrow, and review approval of schedules by prospective purchaser; Telephone discussion with M. Sparrow on prospective purchaser visiting premises for meetings with General Manager and employees, and e-mail from M. Sparrow, confirming discussion, that prospective purchaser was in agreement to meetings being delayed until Court approval of transaction had been obtained; Review e-mail from M. Sparrow regarding prospective purchaser not being responsible for any liabilities and related telephone discussion that there was no responsibility for pre-Receivership liabilities;

* Staff	Date	Hours	Memo
	2/2/2011	1.0	<p>Telephone discussion with G. Prince that searches had been performed on title and under PPSA, and to discuss, with C. Mills, booking Court time for application to approve sale and interim distribution; Telephone voice mail message for C. Mills to book Court time for application to approve sale, interim distribution and to contact Harrison Pensa to either resolve issue of set off of funds on deposit with The Bank of Nova Scotia on date of Appointment Order or application to include determination of proper party to funds; Review e-mail from D. Catuogno, in response to e-mail from C. Mills on January 31, 2011, regarding no acquiescence to non payment of Ramada fees, justification for payment of fees, and prospective purchaser having contacted Ramada International as purchaser and D. Catuogno seeking permission to respond to prospective purchaser Marji as bona fide purchaser; Review exchange of e-mails between G. Prince and J. Marin regarding reminder to prospective purchaser that agreement was not conditional on his purchasing Ramada franchise, telephone discussion with M. Sparrow to remind prospective purchaser that Ramada franchise was not part of the asset purchase agreement, and e-mail to G. Prince and J. Marin summarizing telephone discussion with M. Sparrow; Review e-mail from M. Sparrow regarding transfer of liquor licence to prospective purchaser, review request with G. Prince and e-mail to M. Sparrow that liquor licence could not be transferred and PwCI would review liquor licence application procedures with Alcohol and Gaming Commission and report those to him; E-mail to P. Florence to review liquor licence application procedures;</p>
	2/3/2011	2.5	<p>Telephone discussion with C. Mills on his having applied for appointment for application to approve sale and interim distribution to GE, and his to contact Harrison Pensa regarding stance on funds on deposit with The Bank of Nova Scotia on date of Appointment Order, and his to respond to e-mail from D. Catuogno; Premises' visit; Review e-mail from P. Florence to Union Gas that supply should continue to PwCI as Court appointed Receiver until further notification provided; Review e-mail from, and discussion with, P. Florence on procedures for transfer of liquor licence and her checking party responsible for any violations subsequent to application for transfer; Review e-mail from C. Mills on response by Simmons to his correspondence on unperfected security interest, e-mail to C. Mills that Simmons had been included in list of contracts with asset purchase agreement, and review acknowledgment from C. Mills; Review e-mail from C. Mills to D. Catuogno confirming prospective purchaser as bona fide buyer and Receiver not having any objections to discussions with Ramada International; Review e-mails between C. Mills and Harrison Pensa regarding motion to be brought to approve sale and anticipated proceeds being less than owed to GE and requesting funds on deposit at date of Appointment Order; Review exchange of e-mails among C. Mills, Harrison Pensa and P. Florence regarding payment of Annex receipts being different than funds on deposit at date of Appointment Order; Review, approve and sign cheques for Receiver disbursements; Review draft flash report prepared by P. Florence and forward to G. Prince, with highlights of financial position, to provide update in event it is not distributed;</p>

* Staff	Date	Hours	Memo
	2/4/2011	3.5	Review e-mail from C. Mills with name of lawyer representing prospective purchaser; E-mail to representatives of GE and Gowlings, and C. Mills regarding upcoming application for approval of sale and interim distribution to GE, and Miller Thomson having provided opinion that GE security was valid; Review e-mail from P. Florence regarding process for application or transfer of liquor licence and related telephone discussion that licence could not be transferred due to arrears in Ontario sales tax; E-mail to M. Sparrow with Internet address for application for liquor licence; E-mail to S. Segal confirming extension of listing agreement for 3 months and authority for PwC to sell hotel property, and review her acknowledgement; Commence drafting First Report of the Receiver; Review e-mail from P. Florence with list of food and beverage inventories according to physical count shortly subsequent to appointment as Receiver; Exchange of e-mails with P. Florence regarding date of bankruptcy; Review schedule of receipts and disbursements to February 2, 2011 compiled by P. Florence; E-mail to P. Florence to provide bank balance and accounts receivable at November 15, 2010;
	2/5/2011	4.5	Continue draft of First Report of the Receiver;
	2/6/2011	4.5	Complete draft of First Report of the Receiver, and forward to G. Prince for review and comments;
	2/7/2011	0.5	Review e-mail from C. Mills with available Court dates during week of February 14, 2011; Review comments from P. Florence on draft First Receiver's Report; Exchange of e-mails with P. Florence, on cash and accounts receivable balances at November 15, 2010, and related telephone discussion; E-mail to J. Reimche, in response to his enquiry on February 2, 2011, regarding WEPP claims to be compiled by Soberman;
	2/8/2011	1.0	Exchange of e-mails with G. Prince regarding 10-day gap in applications for extension of filing of proposal by debtor and review e-mail from C. Mills forwarding relevant order; Exchange of e-mails with G. Prince on appointment for motion to apply for approval of sale, e-mail to C. Mills to book appointment on February 18, 2011, and review e-mail from C. Mills that he had cleared the date with N. Abbott and would be booking the appointment; Review e-mail forwarded by C. Mills from Melinda Vine of Harrison Pensa regarding release of funds on deposit with The Bank of Nova Scotia on date of appointment of Receiver; Forward e-mail from C. Mills regarding release of funds on deposit by The Bank of Nova Scotia and comment on tentative Court appointment on February 18, 2011 for Court approval of sale, in e-mail to P. Florence; Exchange of e-mails with P. Florence on Bell Canada arrears for \$9,233.95 and forward to C. Mills for any comments;

* Staff	Date	Hours	Memo
	2/9/2011	2.0	<p>Telephone conference discussion with Neil Abbott, Craig Mills and G. Prince regarding Court approval of sale and interim distribution to GE; Exchange of e-mails with G. Prince on draft Court report including comments on missing Court Order related to stay under proposal proceedings, amendment to comments on funds on deposit with The Bank of Nova Scotia on date of Receivership due to funds now being released, amended statement of receipts and disbursements, and finalization of distributable amount to GE; Review exchange of e-mails between G. Prince and C. Mills that Lamco was seeking an extension in the stay related to its proposal proceedings, in its application on November 15, 2010, to December 31, 2010; Format amended statement of receipts and disbursements and forecast disbursements to February 28, 2011, prepared by P. Florence, and forward to G. Prince with other comments in response to his earlier queries on draft Court report; Review e-mail from G. Prince that application would not include interim distribution which had been discussed with GE; Review various e-mails from C. Mills and G. Prince regarding Court application for approval of sale being February 22, 2011, and confirmation from Court office of date; 2 telephone discussions with Mark Sparrow regarding process for Court application for approval of sale and date of application being February 22, 2011; Exchange of e-mails with C. Mills on apparent required payment to Bell for pre-Receivership arrears in order for purchaser to maintain telephone number and consideration to be given to having arrears as an adjustment on sale in favour of PwCI as vendor; Compile asset purchase agreement for redaction;</p>
	2/10/2011	2.0	<p>Premises' visit; Review e-mail from C. Mills with suggested response to Simmons including information on purchaser, and response to C. Mills that preferable to wait until Court approval of sale had been obtained; Exchange of e-mails with G. Prince regarding no outstanding wages at date of Receivership appointment; Review e-mail from P. Florence to M. Vine of Harrison Pensa with instructions for forwarding funds on deposit with The Bank of Nova Scotia on date of Receivership appointment; Review draft vesting order and related comments received from C. Mills; Review, approve and sign cheques for Receiver disbursements; Review draft flash report prepared by P. Florence and forward to G. Prince, with highlights of financial position, to provide update in event it is not distributed;</p>
	2/11/2011	0.5	<p>Review e-mail from Harrison Pensa of having received 2 drafts for funds on deposit with The Bank of Nova Scotia on date of Appointment Order; Overview of draft notice of motion and orders received from C. Mills; Review e-mail from P. Florence regarding payment of overdue account receivable;</p>
	2/17/2011	1.0	<p>(February 15, 2011) Exchange e-mails with P. Florence on revisions to forecast disbursements in First Report of the Receiver; Exchange of e-mails with P. Florence regarding Mark Sparrow's voice mail and his wanting time and place of Court application for sale approval;</p> <p>(February 16, 2011) E-mail to P. Florence regarding request by M. Sparrow for location of hearing for Court application for sale approval with comment that Akbar Manji's lawyer was on service list and requesting her to contact C. Mills for location;</p> <p>(February 17, 2011) Exchange of e-mails with P. Florence on sale of alcoholic beverages to purchaser without liquor licence with initial comments being that sale can occur but purchaser could not sell and requesting her to check with G. Prince; Exchange of e-mails with P. Florence on staff meeting regarding sale of hotel and requesting her to hold off until Court approval of sale had been obtained; Exchange of e-mails with P. Florence regarding J. Hung assisting with observation of physical count of food and beverage inventories;</p>

* Staff	Date	Hours	Memo
	2/18/2011	0.5	<p>Review e-mail from D. Smith to P. Florence confirming initial comments by A. Makovskis in e-mail to P. Florence on February 17, 2011 that alcoholic beverages could be sold to purchaser but he could not sell without a liquor licence; Review e-mail from P. Florence regarding replacement for front desk person on maternity leave; Review e-mail from C. Mills regarding location of hearing for Court application on February 22, 2011 and forward information to P. Florence to pass on to CBRE and to prospective purchaser; Request motion materials from C. Mills and review related e-mail from C. Mills; Forward motion materials to P. Florence for her information; E-mail to G. Prince confirming attendance by A. Makovskis on February 22, 2011 at hearing for Court application; Review e-mails between C. Mills and legal counsel for the purchaser regarding apparent change in name of party to be purchaser and related requirements to have the agreement of purchase and sale completed by that party; Review e-mail from C. Mills to CBRE representatives requesting information on efforts to market property to Ambiance Capital Corp., and review response from M. Sparrow;</p>
	2/19/2011	0.5	<p>Review e-mail from G. Prince regarding telephone discussion between C. Mills and H. Rizari late on February 18, 2011, and intentions to proceed with application on February 22, 2011; Review e-mails from GE and Gowlings agreeing with intentions to proceed with application on February 22, 2011; Review exchange of e-mails between G. Prince, C. Mills and CBRE representatives regarding issue raised by H. Rizari and requesting information on involvement by CBRE with Ambiance Capital Corp. in sales process;</p>
	2/21/2011	3.5	<p>Review First Report of Receiver included with motion materials received from C. Mills on February 18, 2011; Review e-mails from G. Prince regarding background on H. Rizari forwarding information on offer by Ambiance Capital Corp., and Peter Zivontsis; Review e-mail from C. Mills to H. Rizari summarizing attempts to involve two prospects brought by H. Rizari to Receiver's attention in sale process; Prepare initial draft of Supplement to First Report of Receiver, forward to C. Mills, incorporate suggested revisions by C. Mills, forward to G. Prince and review various e-mails from G. Prince and C. Mills, and respond where required; Review e-mails from M. Sparrow and Bill Stone of CBRE regarding information on attempts to have Ambiance Capital Corp., and Peter Zivontsis involved with sales process to be provided by Sarah Segal on her return on February 22, 2011;</p>

* Staff	Date	Hours	Memo
	2/22/2011	4.0	<p>Respond to queries from G. Prince on information provided by CBRE to two prospects brought by H. Rizzari to Receiver's attention; Review e-mail from C. Mills forwarding correspondence from purchaser's lawyer regarding direction on title issue; Review e-mails from S. Segal and e-mail from M. Sparrow regarding attempts by CBRE to have two prospects brought by H. Rizzari to Receiver's attention involved in sales process, and forward her e-mails to G. Prince; Review final Supplement to First Report of Receiver with G. Prince; Attend hearing for application to approve sales process, distribute Supplement to First Report of Receiver to C. Mills and to Associate from Gowlings, and discussions with C. Mills on attempts to contact H. Rizzari regarding his attending hearing and H. Rizzari unable to attend; Review e-mail from G. Prince to GE and Gowlings regarding orders having been made, and e-mail to GE and Gowlings representatives, C. Mills and G. Prince; Forwarding Supplement to First Report of Receiver and endorsement to order approving sales process with summary of events during hearing; Review statement from Ramada International for December 2011 and January 2011 received from P. Florence; Review e-mail from C. Mills to H. Rizzari forwarding copies of orders, endorsement and Supplement to First Report of Receiver and attempts to contact H. Rizzari during Court hearing in response to H. Rizzari's e-mail seeking adjournment; Review 2 orders and endorsement received from C. Mills and forward to GE representatives and C. Alain of Gowlings; Review e-mail from C. Mills to Melissa Won, legal counsel for purchaser, with copy of sale approval and vesting order and First Report of Receiver and related comments by C. Mills, and list of employees to be requested from Receiver; Forward e-mail from C. Mills to M. Won, to P. Florence requesting list of employees; Review e-mail from C. Mills with draft closing agenda received from M. Won, and e-mails with J. Carhart regarding discussion February 23, 2011;</p>
	2/23/2011	1.5	<p>Review e-mail from P. Florence to C. Mills with list of employees and relevant details; Review e-mail from P. Florence, with reference to related query, on amount of funds to be paid by The Bank of Nova Scotia on deposit on date of appointment; Telephone discussion with P. Florence regarding anticipated mill rate for 2011 for London and review her e-mail that rate had not been set yet; Telephone discussion with J. Carhart on draft closing agenda received from purchaser's lawyer, review updated version provided by J. Carhart, related subsequent telephone discussion with J. Carhart, review further updated version provided by J. Carhart and related e-mail to J. Carhart that latest version incorporated earlier discussion; Forward draft closing agenda to P. Florence for items to be prepared by her; Review e-mail from J. Reincke regarding request by Soberman for payroll information related to WEPP and telephone discussion with P. Florence that she would contact Soberman regarding information to be provided when employee information had been provided by purchaser; Exchange of e-mails with P. Florence that information required for liquor licence application by purchaser could be provided; Review e-mail from J. Carhart to M. Won forwarding updated version of closing agenda; Review e-mail from J. Carhart regarding response from M. Won on updated closing agenda and status of liquor licence application having no impact on closing of sale transaction, and response to J. Carhart regarding previous understanding of liquor licence application in early February 2011 and agreeing to purchaser contacting Simmons;</p>

* Staff	Date	Hours	Memo
	2/25/2011	3.5	<p>Premises' visit; Review, approve and sign cheques for Receiver disbursements; Review exchange of e-mails between P. Florence and T. Weaver regarding process for cancellation of liquor licence; Review exchange of e-mails between P. Florence and J. Hung regarding assistance during count of inventories on March 3, 2011; Review updated draft of closing agenda received from J. Carhart; respond with related comments, and additional exchange of e-mails with J. Carhart and J. Rosen on additional comments on revisions to draft of closing agenda and related supporting information; Discussions with P. Florence on various items related to closing including liquor licence surrender form, cancellation of services by credit and debit card providers, contacting equipment lessors and financers, obtaining HST registration number for purchase, available cash for obligations and estimate of obligations to date of closing, review related schedule of cash in bank and accounts payable, and confirming meeting with Akbar Manji on February 28, 2011, and review confirming e-mail, with items to be discussed, from P. Florence to A. Manji; Review e-mail from J. Carhart, and related telephone discussion, regarding comment from M. Won regarding payments and arrears on assumed contracts, and e-mail to J. Carhart confirming understanding regarding assumed contracts; Respond to e-mail from D. Smith on February 23, 2010 regarding additional items to be posted to PwC/ website, provide copies of motion materials and Supplement to First Report of Receiver, and comments on Soberman, as Trustee in bankruptcy, filing WEPP applications with information to be provided by PwC, and vacation pay to be paid at time of receipt of sales proceeds;</p>
	2/28/2011	3.0	<p>Premises' visit; Exchange of e-mails with J. Reimche that WEPP for two employees at head office and other terminated employees was going to be submitted by Soberman as Trustee in bankruptcy; Discussion with P. Florence on items required from PwC as part of closing documents and forward samples of statements of adjustments and sample HST joint election form, for exemption of transaction from HST, to P. Florence; Meeting with A. Manji to discuss his not having list of employees to be retained with list to be provided on March 1, 2011, his having to purchase beverage inventories, payments on contracts to be made during Receivership period, his meeting with Canadian Ramada representative on March 2, 2011, and other matters related to closing; Telephone conference with A. Manji and his legal counsel, Miller Thomson and A. Makovskis with lengthy discussion on assumed liabilities with arrears to be provided prior to next discussion, physical count of inventories, A. Manji not being aware that he was purchasing accounts receivable, his not having draft of closing agenda and forwarding copy to him, and meeting on March 3, 2011 with A. Manji to review closing items; Discussion with A. Manji regarding assumed liabilities and his thinking all contracts to be assumed</p>
	2/1/2011	0.4	<p>Aldis re: Court report / timing / security opinion. Review Miller Thomson security opinion re: GE security. Emails to and from counsel and Makovskis. Email from Ramada International. Emails and icalls. Call with GE.</p>
PRINCE GREG (CA065586)	2/2/2011	0.3	<p>Emails to and from C. Mills. Conf. call with GE. Emails to and from M. Pisani. Emails and tcalls to and receive and brief first review of draft report to Court of Receiver re: Lamco.</p>
	2/3/2011	0.2	<p>Calls with Miller Thomson. Calls with A. Makovskis. Review draft report to Court.</p>
	2/4/2011	0.6	<p>Emails to and from Craig Mills. Emails to and from GE. Review draft form of Court orders re: approval of sale to 1277648. Review Notice of Motion.</p>
	2/6/2011	0.2	<p>Emails to and from Craig Mills. Review draft Court report. Commence editing draft Court report.</p>
	2/8/2011	0.5	<p>Revising and editing Lamco Court Report.</p>
	2/9/2011	0.7	<p>Revising and editing Lamco Court Report. Emails to and from Craig Mills and Sarah Segal (CBRE) re: Receiver's First Report to Court. Review revised Notice of Motion and form of Order.</p>
	2/10/2011	0.3	
	2/11/2011	1.6	
	2/12/2011	1.9	

* Staff	Date	Hours	Memo
	2/13/2011	0.8	Revising and editing Receiver's First Report to Court. Instruct C. Mills to send materials to Gowlings (GE counsel) to review.
	2/14/2011	1.8	Reviewing, revising and editing Receiver's First report to Court. Comments from CBRE re: Draft report. C. Mills re: comments from purchaser's counsel on approval and vesting order. Finalize and sign Court Report.
	2/15/2011	0.2	Emails to and from C. Mills re: BNS request for information. Review served materials.
	2/16/2011	0.1	Tcall with Craig Mills re: BNS request for information.
	2/18/2011	0.2	Various emails to and from Craig Mills re: concerns raised by Trustee in Bankruptcy. Emails to and from CBRE re: dealings with Ambiance Capital during Sale Process.
	2/20/2011	0.4	Numerous emails to and from Craig Mills (Miller Thomson) and CBRE to gather information re: Receiver's dealings with Ambiance Capital in response to concerns raised by Trustee in Bankruptcy.
	2/21/2011	1.7	Review draft supplemental report to Court. Revise and edit Supplement to Receiver's First Report to Court. Numerous emails to and from Craig Mills, Aldis Makovskis and CBRE re: dealings with Ambiance Capital and verifying factual accuracy of contents of Supplement to First Report. Emails to and from GE and its counsel re: Receiver's need to prepare supplemental disclosure to the Court.
	2/22/2011	0.7	Finalize Supplement to First Report. Emails to and from CBRE. Discussions with A. Makovskis. Meet with Craig Mills. Reporting email to GE after Court attendance.
TOTAL:		149.7	

Expenses - January

Client	General Electric Canada Real Estate Finance Inc.	60123522			
Job	GE re LAMCO - Receiver	C001			
Show to date					
* Staff	Staff Code	Exp Date	Exp Amt	Exp Desc	Exp. Code Description
Administration Fees		2/28/2011	1,704.88	5% of Net Fees	\$34,097.50
TOTAL:			1,704.88		



Statement of Fee

PricewaterhouseCoopers Inc.
Court Appointed Receiver of
Lamco Investments Ltd.
77 King Street West
Royal Trust Tower, Suite 3000
Toronto Ontario M5K 1G8
Canada

PricewaterhouseCoopers Inc.
PO Box 82
Royal Trust Tower, Suite 3000
Toronto Dominion Centre
Toronto, ON M5K 1G8
Canada
Telephone: +1 416 863 1133
Facsimile: +1 416 365 8215

Contact: Greg Prince
Telephone: +1 416 814 5752
E-mail: gregory.n.prince@ca.pwc.com

To avoid delays in receipt of funds, please ensure you are remitting to: PwC Central Accounting

145 King Street West
Toronto ON M5H 1V8
Canada

Bill Date: March 9, 2011
Payment requested by: March 24, 2011
Invoice No.: TR131700510

HST REGISTRATION # 86747 0486 RT0001

CAD

FOR PROFESSIONAL SERVICES RENDERED as Court Appointed Receiver of Lamco Investments Ltd., for the period January 1 to January 31, 2011, as per Appointment Order dated November 15, 2010.

FEES	<u>\$43,325.00</u>
DISBURSEMENTS	<u>\$2,511.63</u>
TOTAL FEES AND DISBURSEMENTS	<u>\$45,836.63</u>
HST	<u>\$5,958.76</u>
TOTAL DUE	<u>\$51,795.39</u>

Remit Only Bank Wire Transfers (EFT) to:
HSBC, 70 York Street, Toronto, Ontario, Canada M5J 1S9
Account Name: PricewaterhouseCoopers LLP
Transit No.: 10002:016 Swift Code: HKBCCATT
CAD Account: 064871-001 USD Account: 064871-070
Invoice number must be included.

Please return one copy with your payment.

LAMCO INVESTMENTS LTD.
Time and Disbursements Summary
For the period January 1 to January 31, 2011

	<u>Number of Hours</u>	<u>Hourly Rate</u>	<u>Amount \$</u>
<u>Staff Member</u>			
SENIOR VICE PRESIDENT			
G PRINCE	4.9	600	2,940.00
VICE PRESIDENT			
A MAKOVSKIS	54.0	425	22,950.00
J WILSON	1.0	425	425.00
MANAGER			
J WONG	13.3	350	4,655.00
SENIOR ASSOCIATE			
D SMITH	0.3	250	75
P FLORENCE	108.7	250	27,175.00
ADMINISTRATOR			
A BOULDING	0.4	150	60.00
D YANG	<u>0.3</u>	<u>150</u>	<u>45.00</u>
	182.9		58,325.00
FEES			58,325.00
Less: Courtesy discount			<u>(15,000.00)</u>
NET FEES			43,325.00
DISBURSEMENTS			
Administration fee			2,166.25
Other disbursements			<u>345.38</u>
			<u>2,511.63</u>
FEES AND DISBURSEMENTS:			45,836.63
HST			<u>5,958.76</u>
TOTAL AMOUNT DUE:			<u>51,795.39</u>

Time Details

Client Job Show to date	General Electric Canada Real Estate Finance Inc. GE re LAMCO - Receiver 1/31/2011	Staff	Date	Hours	Memo
BOULDING ADELAIDE (CA002759)	1/24/2011	0.3	Review email from T. Weaver re request for deposit account. Prepare letter of direction Royal Bank to open trustee account, fax. Email account & wire details A. Makovskis, G. Prince & T. Weaver.		
	1/31/2011	0.1	Review & print email from A. Makovskis re sales deposit. Review Newviews posting & backup, sign off on voucher.		
SMITH DONALDA (CA007437)	1/3/2011 1/6/2011	0.2 0.1	Update website. Return calls from hotline.		
WONG JENNIFER (CA014268)	1/7/2011	2.5	Discussion with A. Makovskis re: fraudulent financial statement review. Searching through the company's books and records for documents to support company financial statements. Emails to KPMG confirming whether work completed on FY09 statements. Emails to P. Kerner and P. Florence re electronic information for analysis. Discussion of preliminary findings of the "company's internal" statements with A. Makovskis. Phone calls to/from Peter re revenue reports compared to information on hand.		
	1/10/2011	1.2	Review of revenue reports and comparing amounts per the revenue reports to the company's internal financial statements. Call with P. Kerner re understanding revenue report.		
	1/11/2011	3.8	Analysis of Lamco's financial statements.		
	1/12/2011	5.0	Analysis of financial statements. Write up of analysis in report and preparation of exhibits. Response to emails received from P. Florence re: buyer due diligence requirements and pulling together information. Call with P. Florence re FY10 financial statements and due diligence requests.		
	1/13/2011	0.4	Discussion with A. Makovskis re financial statement analysis and making changes re the same.		
	1/14/2011	0.2	Phone call with P. Florence re October payroll information. Call with A. Makovskis re updating register.		
	1/28/2011	0.2	Call with P. Florence and looking for Knight Signs rental agreement.		
WILSON JOHN (CA014487)	1/4/2011 1/17/2011	0.5 0.5	Emails/faxes/calls to review/sign Bank transfer over past week or so,etc. Receive/review/sign payroll request/transfer;get Tom Mitchell to sign/give to Barb for delivery,etc.		
YANG DAN HUA (CA022802)	1/24/2011 1/25/2011 1/28/2011	0.1 0.1 0.1	Fax letter to RBC to activate a new account, set up a new account in Newviews. Phone call RBC to confirm incoming wire instruction and reply to A.Makovskis' email inquiry. Phone call RBC to confirm the clearance of a cheque as per Aldis' request.		
FLORENCE PAMELA (CA023099)	1/3/2011	4.5	Review night audit reports. Accounts payable update, prepare vouchers and cheques. Summarize for GST return.		
	1/4/2011	6.0	Review daily cash/night audit reports. Prepare additional A/P cheques. Telephone discussion with supplier regarding account, review invoices for post and return call. Draft weekly report. Update accounting. Meet with staff member regarding holiday pay/vacation pay.		
	1/5/2011	4.0	Review daily cash/night audit reports. Prepare vouchers and cheques for A/P. Review payroll submission to Ceridian. Respond to employee questions regarding process. Edits to weekly report.		

Staff	Date	Hours	Memo
	1/6/2011	7.5	Review daily cash/night audit report. Contact Tourism London for membership information and provide status update on current situation. Meet with P. Kerner - month end system adjustments, marketing, staffing. Update accounting. Meet with R. Tudor - summary of o/s vacation pay, term and stat holiday pay.
	1/7/2011	6.8	Review daily cash/night audit report. Call with WSIB - remittance form. Update accounting and mail A/P cheques. Telephone discussion with WSIB. Meet with P. Kerner, S. Martin and S. Saia.
	1/10/2011	5.6	Review daily cash/night audit report including spot check on rooms cleaned vs rooms rented. Update accounting and begin to draft weekly flash report. Update accounts payable. Telephone call from creditor regarding set up of Receiver's account and payment terms. Call from WSIB. Arrange for conference call with BNS re funds being deposited by Amex. Meet with P. Kerner.
	1/11/2011	6.0	Review daily cash/night audit. Discussion with P. Kerner regarding bookings and revenues going forward. Follow up call to Tourism London regarding membership. Review mail. Update accounting. Review payroll and discussion with R. Tudor. Updates to daily accounting. Review catering contracts.
	1/12/2011	5.5	Review daily cash/night audit. Review deposit prepared. Summarize December payroll information for preparation of statements. Accruals for WSIB, hydro, staffing and vacation pay. discussion with J. Wong regarding information available in dataroom.
	1/13/2011	4.5	Review daily cash/night audit. Spot check on rooms sold to rooms cleaned. Review F/S prepared. Summarize A/P and begin cheque and voucher preparation. Call to the Beer Store re old account. Review future meeting room bookings and team bookings.
	1/14/2011	6.0	Review daily cash/night audit and daily deposit. Finalize cheques and vouchers. Review financial information from Quick Books, advise Rodica on updates to be made. Review payroll input. Update accounting. Locate financial information for prospective purchaser. Respond to various emails to set up showings of the property.
	1/17/2011	4.5	Review daily cash/night audit. Send out A/P cheques. Meeting with P. Kerner. Review new A/P received and bookings summaries for group and corporate going forward.
	1/18/2011	5.0	Review daily cash/night audit. Spot check on rooms rented vs rooms cleaned. Meet with P. Kerner. Discussions with B. Poley of CBRE. Locate information and further discussion regarding same. Respond to employee questions regarding sale process and possibly closing date. Prepare documents for submission of payroll wire and arrange for delivery to the bank.
	1/19/2011	3.5	Review daily cash/night audit. Prepare a/p cheques. Arrange tour of property and discussions with B. Poley of CBRE. Meet with P. Kerner. Download bank account transaction detail. Meet with S. Martin.
	1/20/2011	5.0	Review daily cash/night audit report. Review deposit. Review future bookings and discussions with Sales Manager. Respond to employee payroll questions. Send accounts payables cheques. Call to City of London Tax Department for current tax balance, fax copy of Court Order.
	1/21/2011	4.2	Review daily cash/night audit reports. Review payroll submission, discussion with P. Kerner. Pull documents. Review fax received from the City of London Tax Dept. Draft estimated realization. Update accounting information.
	1/24/2011	4.0	Review daily cash/night audit. Spot check on rooms rented vs rooms cleaned. Respond to creditor call. Review A/P and discussion with P. Kerner regarding software.
	1/25/2011	5.2	Review daily cash/night audit. Draft flash report, reconciliation of cash on hand. Follow up on previous software systems and request prices. Review payroll hour submissions by staff. Respond to staff inquiries.
	1/26/2011	5.6	Review daily cash/night audit. Update bank account balance. Review future bookings for events. Respond to creditor call regarding bankruptcy notice received. Call to Tourism London. Prepare A/P summary. Complete draft flash report. Attend meeting with Department Heads for update. Review information from MSL for property management systems.

Staff	Date	Hours	Memo
	1/27/2011	4.3	Review daily cash/night audit report. Prepare A/P vouchers and cheques. Meet with R. Tudor. Update accounting. Review Ramada International monthly statement. Prepare HST return.
	1/28/2011	5.5	Review daily cash/night audit report. Prepare vouchers and cheques. Update accounting, review list of prepaids and discussion with R. Tudor. Locate contracts etc for insertion in the APA. Discussions with P. Kerner.
	1/30/2011	1.0	Update equipment list and scan for attachment to APA.
	1/31/2011	4.5	Review daily cash/night audit. Assist with preparation of Schedules for Purchase agreement. Review o/s A/R and request additional follow up for payment. Update cash on hand.
MAKOVSKIS ALDIS (CA024082)	1/4/2011	4.0	(January 3, 2011) Review e-mail from P. Carandang, in response to enquiry on December 30, 2011 regarding funding of PIP for buyers, that funding is not provided due to costs varying from region to region, and forward e-mail from P. Carandang to S. Segal; (January 4, 2011) Complete review of draft PCA report prepared by Stantec and forward to G. Prince with comments from review; Review e-mail from P. Florence regarding pre-Receivership funds of \$,285.10 received from CBC; Review various e-mails among C. Mills, G. Prince, and N. Abbott regarding appearance by Sobermans before Justice Morawetz regarding withdrawn proposal and bankruptcy; Cursory overview of weekly flash report prepared by P. Florence and related e-mail to P. Florence with comments on overview, subsequent review of revised weekly flash report prepared by P. Florence, and forward to G. Prince for review and comments; Review reporting letter to January 4, 2011 received from S. Segal and forward to P. Florence for incorporation of relevant items in weekly flash report; Exchange of e-mails with G. Prince on activity by CBRE and draft PCA report.
	1/5/2011	2.0	Review comments on draft flash report by G. Prince and forward to P. Florence with comment to review items requiring input from P. Kerner and from her with A. Makovskis to contact CBRE; Exchange of 3-mails with S. Segal on contact with various parties related to sales process, and forward e-mails to G. Prince; E-mail to P. Florence, with copy to G. Prince, with comments on review by G. Prince and exchange of e-mails with S. Segal, for incorporation in draft flash report; Telephone discussion with P. Florence to incorporate response to comments and other items reviewed with P. Kerner and her in updated version of draft flash report; Review e-mail from S. Segal regarding tour of premises by prospect on January 5, 2011 and querying notification to PwC of visits by prospects and e-mail to S. Segal that summary of visits in weekly reports was sufficient provided that P. Florence was notified in advance of any tours; Telephone discussions with S. Segal on various items in her e-mails; Telephone discussion with Melissa Brakewell, Ramada Canada representative regarding visit to premises to review possible means to increase revenue and informing her that her visit would be welcome but P. Florence would have to be present in any meetings with her, and her providing name and contact information for party that had indicated interest in Ramada London hotel property in December 2010; E-mail to S. Segal forwarding contact information for prospect referred by M. Brakewell, and review acknowledgment from S. Segal; Forward draft property condition assessment report to S. Segal and review her e-mail that draft would not be posted to data room web site;

* Staff	Date	Hours	Memo
	1/6/2011	2.0	Premises' visit; Review e-mail from P. Florence dated January 5, 2011, as follow up to comment on draft flash report, regarding estimated fees and difficulty in estimating precise amounts that would be payable to Ramada International if adherence to terms of franchise agreements were followed, comparison occupancy report for hotels in immediate geographical area, and very little available to increase revenue due to traditional slow season at present; Review e-mail from P. Florence, as follow up to comment on draft flash report, that complementary meals were included with room revenue until month-end resulting in overstatement of room rates until month-end adjustment was made; Review exchange of e-mails between J. Reimche and P. Florence regarding ROEs having been issued to two temporary employees in Mississauga location; Telephone discussion with G. Prince on response to his review of current weekly flash report and performing comparison between two sets of financial statements; Forward comments on draft property condition assessment report to Stantec representative; Finalize weekly flash report and distribute to GE, Gowlings and Miller Thomson; Review, approve and sign cheques for Receiver disbursements; E-mails to S. Segal, with reference to her e-mails on January 5, 2011, on data base access to certain parties and commission structure;
	1/7/2011	1.0	Review final version of property condition assessment report and e-mail to Stantec representative on 3 minor required revisions and provide address for hard copy of report; Telephone discussion and meeting with J. Wong on compilation of information on two sets of accounts; Review e-mail from Tim Hogan of Harrison Pensa to C. Mills, received from C. Mills with queries on sales process and listing price, request for copy of appraisal, anticipated charges to date under Appointment Order, amounts due to GE entities, and priority payables, with comment that unable to file Notice of Appearance with Court and requesting service of all motions and reports; Review e-mail from C. Mills to T. Hogan confirming adoption of sales process order with no amendment made and remainder of items to be reviewed with Receiver.
	1/10/2011	1.0	(January 9, 2011) Review e-mail forwarded by G. Prince from Merv Abramowitz regarding Court appearance to withdraw proposal, and comments from G. Prince, review e-mail from C. Mills agreeing with non requirement of appearance, and e-mail to G. Prince and C. Mills agreeing with non requirement of appearance provided that draft Order was in satisfactory form; Exchange of e-mails with Bill Stone requesting information, in next weekly report, on parties to whom reminder of submission of offers by January 20, 2011 was circulated on January 5, 2011; (January 10, 2011) Review e-mail from P. Florence 1 regarding premises' visit by prospect on January 11, 2011; E-mail to G. Prince with enquiry on appraisal having been performed and forwarding e-mail from Tim Hogan of Harrison Pensa received from C. Hill on January 7, 2011, and review response from G. Prince; Exchange of e-mails with G. Prince and CBRE representatives regarding meeting with Chris Rankin at GE offices on January 21, 2011; Commence review of draft Phase 1 environmental site assessment report received from Stantec; Review final version of property condition assessment report received from Stantec;

* Staff	Date	Hours	Memo
	1/11/2011	5.0	<p>Review e-mail from Mark Sparrow of CBRE regarding prospective purchaser wishing financial information, related e-mail and telephone discussion with J. Wong, and related exchange of e-mails and telephone discussion with P. Florence; Review e-mail from M. Sparrow forwarding names of parties to whom reminder was sent of deadline for submission of offers, and activity report on data room access, related e-mail querying whether names represented reminded parties and whether report similar to reports received from S. Segal would be received, and telephone discussion with M. Sparrow that names of parties submitted were reminded parties and that 2 visits were planned to premises with one repeat visit and one new visit; E-mail to C. Mills addressing e-mail from T. Hogan of Harrison Pensa forwarded by C. Mills on January 7, 2011; Forward final version of PCA report to Mark Sparrow and review his acknowledgment; E-mail to M. Sparrow, with reference to request by prospect, that requested information was being compiled, review reports received from P. Florence, forward selected reports to M. Sparrow with comments from P. Florence on timing of one report, review acknowledgement from M. Sparrow of receipt of reports and his query on timing of remainder of reports, and response that timing would be addressed on January 12, 2011; Exchange of e-mails with G. Prince on involvement; Complete review of draft Phase 1 environmental site assessment report received from Stantec and forward comments on review to Stantec representative; Forward summary comments to G. Prince on draft Phase 1 environmental site assessment report prepared by Stantec; Review current week's flash report prepared by P. Florence and forward to G. Prince for review and comments;</p>
	1/12/2011	1.0	<p>E-mail to, and telephone discussion with, P. Florence to review and summarize previous PCA and Phase 1 environmental reports and review summary prepared by P. Florence; Telephone discussion with G. Prince on incorporation of reviews by Stantec in current information circulated to GE, Gowlings and Miller Thomson, and to review with CBRE attempts to have principals of Lamco participate in sales process; Review e-mail from P. Florence to J. Wong regarding additional financial information requested by prospect, related telephone discussion with P. Florence to forward qualifier by PwC and that information would be funnelled through CBRE; Review memorandum prepared by J. Wong on two sets of accounts and line up meeting on January 13, 2011 to discuss; Review e-mail from P. Florence, in response to query on January 11, 2011, regarding status of overdue accounts receivable with accounts over 90 days totalling \$2,457 of total of \$26,601 and her comment that P. Kerner had been requested to forward copies of invoices to relative customers; E-mail to M. Sparrow that requested financial information would be provided to CBRE by end of week and additional information requested also would be provided to CBRE for forwarding to prospect; Exchange of e-mails with Stantec representative to forward copy of Phase 1 Environmental Assessment report in electronic form and to mail hard copies to A. Makovskis in FwC Toronto office; E-mail to M. Sparrow regarding documentation of attempts to have Lamco representatives participate in sales process;</p>
	1/13/2011	0.5	<p>Review e-mails from M. Sparrow acknowledging receipt of e-mail regarding timing of forwarding financial information and his reviewing requests to principals of Lamco regarding involvement in sales process; Review memorandum prepared by J. Wong on her review of two different sets of accounts and forward her revised memorandum to G. Prince;</p>

* Staff	Date	Hours	Memo
	1/14/2011	2.5	<p>Review e-mail from G. Prince to CBRE regarding marketing efforts and request for information on prospects; Premises' visit; Discussion with P. Florence regarding upcoming occupancy being strong on weekends, visits by prospects planned in next week and some apparent prospects having visited premises without accompaniment from CBRE; Telephone discussion with G. Prince with update including marketing efforts, current operations, and compilation of financial information; Review, approve and sign cheques for Receiver disbursements; Review Phase 1 Environmental Assessment report in electronic form received from Stantec, forward copy to Mark Sparrow with copies to G. Prince and S. Segal, and review acknowledgement by M. Sparrow; Review e-mail from M. Sparrow to G. Prince summarizing highlights of marketing to land developers and visits by prospects, and telephone discussion with M. Sparrow on efforts by CBRE, with highlights to be summarized in memorandum in coming week; E-mail to G. Prince with highlights of telephone discussion with M. Sparrow; Review e-mail from M. Sparrow summarizing attempts by CBRE to contact representatives of Lamco regarding involvement in sales process; Review e-mail from GE representatives to G. Prince requesting update on sales process; Request P. Florence to provide 2009 and 2010 financial statements, forward to M. Sparrow with related comments on status of inability to provide corporate tax returns that had not been filed and qualifier regarding reliance on financial statements, and review acknowledgement from M. Sparrow; Review exchange of e-mails between Barry Poley of CBRE in London, Ontario and Pam Florence regarding 2 visits by prospects on January 17, 2011;</p>
	1/17/2011	4.0	<p>Review e-mail from C. Mills dated January 16, 2011 enquiring on cheque being processed by The Bank of Nova Scotia for \$15,959.40, related exchange of e-mails with P. Florence that amount represented post-Receivership deposits of American Express credit card transactions, and e-mail to C. Mills regarding nature of payment with funds on deposit with The Bank of Nova Scotia at date of Receivership still being owed; Review e-mails from P. Florence dated January 16, 2011 forwarding financial information compiled from records of Lamco and related telephone discussions with P. Florence; Telephone discussion with G. Prince updating events including progress with sales process; E-mail to Mark Sparrow forwarding revenue summaries for October, November and December 2010, and internal October 2010 financial statements including qualifier regarding non reliance; Review e-mail from S. Segal requesting equipment list, related telephone discussions with P. Florence including room codes, review and edit equipment list, and forward lists of owned and non owned, or leased or financed, equipment to S. Segal; Exchange of e-mails with S. Segal on wording of disclaimer for posting to data room of revenue summaries for October, November and December 2010, and internal October 2010 financial statements; Telephone discussion</p>

* Staff	Date	Hours	Memo
	1/18/2011	4.0	<p>Review marketing update and disclaimer regarding financial information received from Mark Sparrow and e-mail to M. Sparrow that disclaimer was in order; Review e-mail from M. Sparrow regarding his telephone discussion with Altaf Mohamed on January 14, 2011 and queries by Mr. Mohamed, draft suggested response and forward to G. Prince; Telephone discussion with G. Prince that response to queries by Altaf Mohamed was premature primarily due to deadline for offers not having expired; Telephone discussion with P. Florence regarding additional information requested by CBRE in London for presentation to prospective purchasers; Review e-mail from S. Segal acknowledging equipment schedules and requesting additional schedules, and related telephone discussion with S. Segal that only additional schedules related to sample vesting order and permitted encumbrances with comment to be made to prospective purchaser to add condition that those schedules be provided on acceptance of offer, prospective purchaser raising employee issues, and that she should refer the prospective purchaser to its legal counsel, prospect wishing review of property for designated substances, and offer anticipated from prospective purchaser; Summarize telephone discussion with S. Segal and circulate to P. Florence and G. Prince, and forward to S. Segal for her disposition; Telephone discussion with P. Florence on additional requested information by CBRE; related telephone discussion with S. Segal that requested information would be part of any due diligence, and telephone discussion with P. Florence relaying discussion with S. Segal; Review of weekly flash report prepared by P. Florence, and forward to G. Prince for review and comments; Review e-mail from P. Florence on P. Kerner being on vacation from March 4 to 14, 2011; Review e-mail from C. Mills regarding appearance before Justice Morawetz and summary of endorsement regarding bankruptcy and extended time for mailings to creditors; Forward e-mail from C. Mills to G. Prince for his information;</p>
	1/19/2011	3.0	<p>Review e-mail from M. Sparrow on enquiries by Altaf Mohamed on sales process, related exchange of e-mails with P. Florence, and review of application materials; Telephone discussions with G. Prince on status of sales process and meetings on January 21, 2011 with CBRE and GE; Review e-mail from S. Segal, forwarded by P. Florence, on prospective purchaser visits to hotel premises; E-mail to S. Segal regarding 3 parties with restrictive commission, considering alternatives for the hotel property if satisfactory offer not received, and addressing enquiries by Altaf Mohamed in e-mail from M. Sparrow earlier on January 19, 2011; Telephone discussion with S. Segal on e-mail and reviewing her e-mail forwarding listing agreement and comments that contact had not made with 3 parties subject to restrictive commission, Ambiance having informed M. Sparrow that it no longer was interested in participating in sales process, nothing heard from Peter Zivonitis, and her having sent e-mail to Altaf Mohamed to participate in sales process; E-mail to S. Segal to request Altaf Mohamed whether 3 excluded parties informed of sales process; Review e-mail forwarded by P. Florence regarding tour of premises by prospective purchaser on January 20, 2011; Review e-mail from M. Sparrow with enquiry on responsibility for claims and subsequent telephone discussion with M. Sparrow that only claims carried forward being assumed liabilities such as Simmons and really taxes, with remainder not assumed due to vesting order process of assuming title but that prospective purchaser had to be referred to his professional advisors; Review e-mail from S. Segal that Altaf Mohamed would be submitting an offer on January 20, 2011 and was inquiring on transaction being subject to HST and e-mail to S. Segal that HST payable unless purchasing entity registered and, if there was a registration, exemption form can be signed by purchaser and vendor, to be filed by the purchaser;</p>

* Staff	Date	Hours	Memo
	1/20/2011	3.0	<p>Premises' visit; Review e-mail from G. Prince regarding received offer; Review draft by C. Mills of response to Harrison Pensa regarding enquiry on January 6, 2011 on sales process and related e-mail to C. Mills that providing partial information prior to reporting to Court was premature, and that, with bankruptcy in place, steps be commenced to set aside security held by Simmons; Review e-mail from S. Segal regarding prospect possibly not able to submit offer by deadline and wishing extension to deadline for submission of offer, and response that extension could not be provided prior to expiry of initial deadline and to request adherence to terms and conditions in draft asset purchase agreement with a stipulated price for assets and submission of deposit; Review e-mail from G. Prince in response to e-mail from S. Segal regarding possible offer, and his agreeing with e-mail from A. Makovskis with comments that letter of intent will not invalidate the offer, and review acknowledgment from S. Segal that she had advised prospect by telephone and e-mail; Review, approve and sign cheques for Receiver disbursements; E-mail to P. Florence, in response to her e-mail on January 18, 2011 regarding vacation plans by P. Kerner, that we should wait until results of sales process are known prior to addressing his absence; Review correspondence by C. Mills to Harrison Pensa requesting funds on deposit with Scotiabank on date of appointment; Telephone discussion with G. Prince on results of offers submitted to PwCI and CBRE; Telephone discussion with C. Mills regarding received offers and whether request for resubmission of offers possible without Court application; Review correspondence by C. Mills to Harrison Pensa regarding January 6, 2011 enquiry on sales process; Review e-mail from C. Mills regarding nothing in orders precluding Receiver from slightly extending sales process, forward e-mail to G. Prince, and review acknowledgment and related comments from G. Prince;</p>
	1/21/2011	4.0	<p>Review summary of offers and executed offers in e-mail from M. Sparrow; Review e-mail to representatives of GE, Gowling and Miller Thomson from G. Prince forwarding e-mail from M. Sparrow; Review e-mail from S. Segal forwarding e-mail from prospect subsequent to deadline for submission of offers and review subsequent exchange of e-mails between G. Prince and S. Segal; E-mail to G. Prince that summary of priority claims being prepared by P. Florence, and related exchange of e-mails and telephone discussion with P. Florence; Review exchange of e-mails between G. Prince and C. Mills regarding review of security held by GE to be completed during coming week; Summarize highlights of review of offers to be discussed with CBRE and forward to G. Prince; Review schedule of estimated realization prepared by P. Florence and forward to G. Prince with summary of assumptions; Exchange of e-mails and telephone discussion with G. Prince on schedule of estimated realization; Meeting at Meadowvale offices of GE to review background of PwCI involvement, offers received by CBRE, and request by CBRE for resubmission of offers; Discussion with S. Segal subsequent to meeting with GE representatives on certain offer; Review e-mail from A Boulding to S. Segal with details of trust bank account for deposits on offers; Review e-mail from S. Segal regarding K. Patpatia wishing to drop conditions on financing and environmental review with increase in price, exchange e-mails with G. Prince that revised offer should not be considered, related e-mail to S. Segal that process should continue with 3 acceptable parties only discussed on January 21, 2011, and review her acknowledgement; Exchange of e-mails with P. Florence to compile information on contracts to be assumed by purchaser and query on contracts registered under PPSA; Exchange of e-mail with P. Florence to prepare draft flash report to provide summary of events during last week for documentation purposes if report is not distributed;</p>
	1/24/2011	0.5	

* Staff	Date	Hours	Memo
	1/25/2011	2.0	<p>Exchange of e-mails with P. Florence on contracts to be assumed including contracts registered under PPSA and expiry of GE PPSA registration on February 21, 2011; E-mail to Gowlings, with copies to C. Mills and G. Prince, of upcoming expiry of GE PPSA registration and review subsequent e-mails from C. Alam confirming renewal of registration; Exchange of e-mails and related telephone discussions with P. Florence on available alternatives to purchaser in event Ramada franchise is not carried on subsequently, to Opera software and whether existing server leased from Roynat was compatible with other software; E-mail to P. Florence to check with Superintendent of Bankruptcy whether bankruptcy was in place and related telephone discussion that she should have response on January 26, 2011; Review e-mail from P. Florence with copies of contracts with Roynat, Irwin Commercial Finance and Knights Signs, forward to C. Mills with request to provide opinion on respective ranking against security held by GE, and review acknowledgement from C. Mills that he would have an associate review the contracts; Telephone discussions with M. Sparrow regarding prospective purchaser having difficulty in transferring deposit to PwC trust bank account, reconfirming account information with D. Yang subsequent to exchange of e-mails with T. Weaver, and informing M. Sparrow that prospects banker should contact branch where trust bank account located; Review e-mail from P. Florence that post-Receivership funds for Amex transactions deposited in Scotiabank account had been received;</p>
	1/26/2011	4.0	<p>Review resubmitted offers; Various e-mails, discussions with G. Prince, S. Segal on resubmitted offers; Telephone conference with S. Segal, M. Sparrow on resubmitted offers; Review e-mail from A. Boulding reconfirming trust bank account for deposits with offers; Review summary of telephone conference with S. Segal and M. Sparrow, received from S. Segal; Various e-mails on resubmitted offers with S. Segal including required review by GE; Review confirmation of bankruptcy received from P. Florence and forward to C. Mills; Telephone discussion with P. Florence on her attending department head's meeting to discuss bankruptcy having no impact on sale of hotel; Review e-mail from David Catuogno regarding required response to requisitions by Ramada International; Summarize status of resubmitted offers and circulate to GE, Gowlings, Miller Thomson, G. Prince; Review e-mail from P. Florence regarding her review of software as alternative to Opera system provided by Ramada International; Review exchange of e-mails between P. Florence and W. Yao on server used for operation of Opera system and alternate use for other software, not known; Review copy of deposit cheque received from M. Sparrow; Exchange of e-mails with P. Florence regarding Roynat not having received section 245/246 notice and informing her to send it out; Review draft flash report prepared by P. Florence and forward to G. Prince, with highlights of financial position; Review exchange of e-mails between Mike Pisani and G. Prince on e-mail regarding two offers and request by M. Pisani for net realization; Forward net realization schedule to G. Prince; Review requests for irrevocable extensions;</p>
	1/27/2011	1.5	<p>Review estimated realization, based on two resubmitted offers, prepared by G. Prince and distributed to GE, Gowlings and Miller Thomson; Review exchange of e-mails between Ed Khedigian and G. Prince on correspondence from debtor's representative; Review e-mail from C. Mills regarding draft opinions to be reviewed by him on GE security and other agreements and querying whether review should be performed on offers sent to him, and response that offers did not need to be reviewed by him with review to be held with GE later in the day; Telephone discussion with C. Mills on sale process, and responses to Ramada International and Harrison Pensa to be addressed later in the day; Review asset purchase agreement with revised irrevocable date forwarded by S. Segal; Telephone conference with GE and CBRE on two resubmitted offers and GE to perform internal review and confirm acceptable offer;</p>

* Staff	Date	Hours	Memo
	1/28/2011	4.0	<p>Discussions with G. Prince, S. Segal, M. Pisani regarding no representations to prospective purchasers of assignability of Ramada franchise; obtain confirmation of clearing of deposit by prospect; Various e-mails regarding review of security documentation by Miller Thomson; Premises' visit; Review food and beverage statistics for December 2010; Review e-mail from M. Pisani regarding accepted offer and e-mails, discussions with CBRE, Miller Thomson; Forward asset purchase agreement signed by purchaser to C. Mills and related discussions on completion of schedules; Review, approve and sign cheques for Receiver disbursements; Review draft of review by Miller Thomson of GE security and other agreements; Telephone discussion and e-mail with M. Sparrow regarding extension of irrevocable date for offer to enable completion of schedules to asset purchase agreement, and review related e-mail from M. Sparrow; Exchange of e-mails with S. Segal regarding CBRE informing prospect that offer was not accepted;</p> <p>Forward signed asset purchase agreement to M. Sparrow in event confirmation was not received from to extension of irrevocable date; Review e-mails extending irrevocable date to February 1, 2011 for purpose of finalizing schedules to asset purchase agreement; Exchange of e-mails among G. Prince, S. Segal and A. Makovskis that deposit was in PwC Receiver trust bank account; Review e-mail from S. Segal that two other purchasers had been informed that their offers were not accepted; Telephone discussion with C. Mills on responses required to Ramada International on query by D. Catuogno on January 26, 2011 and to Harrison Pensa on its queries on status of sales process, priority claims and administrative charge; Review e-mail from C. Mills to D. Catuogno that his query would be addressed with the Receiver and response made in next few days;</p>
	1/31/2011	5.0	<p>Review e-mail from C. Mills schedules for draft sale approval and vesting order, permitted encumbrances and revision to legal description, and comment that nothing to be noted for intellectual property; Review draft correspondence to Simmons regarding non perfection of security received from C. Mills, related response that correspondence was in order, and review final version of correspondence; Review e-mail from D. Catuogno to C. Mills regarding no compensation paid and Receiver Agreement not signed with steps to be taken to effect termination; Telephone discussion with S. Segal on listing agreement expiring and CBRE wishing to extend; 2 e-mails to C. Mills on draft previously forwarded on review of GE security and other agreements and his finalizing draft; Telephone discussion with P. Florence on compilation of schedules to asset purchase agreement, review her compiled schedules, compile schedule of equipment and forward schedules provided by C. Mills with schedule of equipment, to P. Florence; Review final version of correspondence from C. Mills on review of security held by GE and other agreements registered under PPSA; Review e-mail from C. Mills with his comments on Mario Forte</p>
PRINCE GREG (CA065566)	1/5/2011	0.3	Review and revise comments on weekly flash report.
	1/6/2011	0.2	Emails and conf. call with Aldis Makovskis re: various matters.
	1/7/2011	0.3	Call with CBRE. Call with Makovskis. Email to Makovskis.
	1/9/2011	0.1	Numerous emails to and from N. Abbott. Emails to and from Aldis Makovskis.
	1/10/2011	0.1	Numerous emails to and from A. Makovskis. Emails to and from C. Rankin - GE.
	1/11/2011	0.2	Emails to and from A. Makovskis. Emails to and from CBRE re: buyer requests, monthly financial statements, and status of environmental review.
	1/14/2011	0.2	Discussions with A. Makovskis. Emails to and from CBRE.
	1/17/2011	0.3	Numerous emails to and from CBRE and A. Makovskis.
	1/18/2011	0.1	Emails to and from S. Segal. Emails to and from A. Makovskis.
	1/20/2011	0.7	Meet with CBRE re: offers received re: sale process.

* Staff	Date	Hours	Memo
	1/21/2011	1.3	Prepare for and meet with GE re: sale process results.
	1/27/2011	0.6	Discussions with CBRE.
	1/28/2011	0.2	Emails to and from GE. Call with M. Pisani. Calls to and from CBRE and A. Makovskis.
	1/31/2011	0.3	Review emails from Craig Mills. Aldis re: sale process and deadline.
TOTAL		182.9	

Expenses - January

Client	General Electric Canada Real Estate Finance Inc.				60123522
Job	GE re LAMCO - Receiver				C001
Show to date	1/31/2011				
* Staff	Staff Code	Exp Date	Exp Amt	Exp Desc	Exp. Code Description
MAKOVSKIS ALDIS	CA024082	12/21/2010	32.79	One-half of accommodations;	Hotel /Accommodation
		12/21/2010	52.18	One-half of travel from Kitchener to London;	Mileage Reimbursement
		1/6/2011	52.18	One-half of travel from Kitchener to London;	Mileage Reimbursement
		1/14/2011	51.69	One-half of travel from Kitchener to London;	Mileage Reimbursement
		1/20/2011	51.69	One-half of travel from Kitchener to London;	Mileage Reimbursement
		1/20/2011	9.27	One-half of lunche meeting with Florence GE;	Client Entertainment
		1/21/2011	71.57	Travel from Kitchener to Mississauga for meeting at GE Meadowvale;	Mileage Reimbursement
		1/28/2011	24.01	Lunch meeting with Florence GE;	
Administration Fees		1/31/2011	2,166.25	5% of Net Fees \$43,325.00	Client Entertainment
TOTAL:			2,511.63		



Statement of Fee

PricewaterhouseCoopers Inc.
Court Appointed Receiver of
Lamco Investments Ltd.
77 King Street West
Royal Trust Tower, Suite 3000
Toronto Ontario M5K 1G8
Canada

PricewaterhouseCoopers Inc.
PO Box 82
Royal Trust Tower, Suite 3000
Toronto Dominion Centre
Toronto, ON M5K 1G8
Canada
Telephone: +1 416 863 1133
Facsimile: +1 416 365 8215

Contact: Greg Prince
Telephone: +1 416 814 5752
E-mail: gregory.n.prince@ca.pwc.com

To avoid delays in receipt of funds, please ensure you are remitting to: PwC Central Accounting
145 King Street West
Toronto ON M5H 1V8
Canada

Bill Date: February 17, 2011
Payment requested by: March 4, 2011
Invoice No.: TR131700375

HST REGISTRATION # 86747 0486 RT0001

CAD

FOR PROFESSIONAL SERVICES RENDERED as Court Appointed Receiver of Lamco Investments Ltd., for the period up to December 31, 2010, as per Appointment Order dated November 15, 2010.

FEES	\$125,000.00
DISBURSEMENTS	\$8,700.45
TOTAL FEES AND DISBURSEMENTS	\$133,700.45
HST	\$17,381.06
TOTAL DUE	<u>\$151,081.51</u>

Remit Only Bank Wire Transfers (EFT) to:
HSBC, 70 York Street, Toronto, Ontario, Canada M5J 1S9
Account Name: PricewaterhouseCoopers LLP
Transit No.: 10002:016 Swift Code: HKBCCATT
CAD Account: 064871-001 USD Account: 064871-070
Invoice number must be included.

Please return one copy with your payment.

LAMCO INVESTMENTS LTD.
Time and Disbursements Summary
For the period to December 31, 2010

	<u>Number of Hours</u>	<u>Hourly Rate</u>	<u>Amount \$</u>
<u>Staff Member</u>			
SENIOR VICE PRESIDENT			
G PRINCE	30.0	600	18,000.00
P VAKOF	0.3	600	180.00
VICE PRESIDENT			
A MAKOVSKIS	61.0	425	25,925.00
N LABBE	4.5	425	1,912.50
J WILSON	3.0	425	1,275.00
T WEAVER	0.1	425	42.50
MANAGER			
R REIMCHE	93.4	350	32,690.00
J WONG	61.0	350	21,350.00
A DHARSSI	4.5	350	1,575.00
J CECCHI	0.3	350	105.00
S GOUD	8.0	350	2,800.00
SENIOR ASSOCIATE			
D SMITH	4.2	250	1,050
P GUPTA	0.8	250	200
B DECLARK	22.5	250	5,625.00
J HUNG	41.0	250	10,250.00
P FLORENCE	215.6	250	53,900.00
ASSOCIATE			
W YAO	48.0	210	10,080.00
ADMINISTRATOR			
A BOULDING	0.9	150	135.00
D YANG	0.5	150	75.00
SUPPORT STAFF			
L CRITTEDEN	0.5	110	55
J BEST	1.3	110	143
	601.4		<u>187,368.00</u>
FEES			187,368.00
Less: Courtesy discount			<u>(62,368.00)</u>
NET FEES			125,000.00
DISBURSEMENTS			
Administration fee			6,250.00
Other disbursements			2,450.45
			<u>8,700.45</u>
FEES AND DISBURSEMENTS:			133,700.45
HST			<u>17,381.06</u>
TOTAL AMOUNT DUE:			<u>151,081.51</u>

Time Details

Client	General Electric Canada Real Estate Finance Inc.				
Job	GE re LAMCO - Receiver				
Show to date	12/31/2010				
<hr/>					
* Staff	Date	Hours	Memo		
BOULDING ADELAIDE (CA002759)	11/24/2010	0.9	Creditor Mailing: label & stuff envelopes.		
WEAVER TRACEY (CA002224)	12/2/2010	0.1	Mail. Instructions to D.S.		
SMITH DONALDA (CA007437)	11/18/2010	1.3	Draft and update website. Set up stat files. Set up website section for Proposal Trustee documents and have pdf files posted.		
	11/22/2010	0.5	Arrange for set up of hotline.		
	11/23/2010	0.3	Set up message on hotline and update website with new contact number.		
	11/24/2010	1.2	Mailing to all creditors with section 245/246 report.		
	11/30/2010	0.2	Retrieve calls from hotline and return.		
	12/1/2010	0.1	Messages from hotline.		
	12/2/2010	0.3	Retrieve and return calls from hotline messages as required.		
	12/8/2010	0.1	Retrieve and return calls from hotline.		
	12/22/2010	0.2	Retrieve messages from hotline. Follow up with Pam Florence.		
BEST JUDITH (CA011134)	11/17/2010	0.5	Deliver and pickup documents from Royal Bank		
	11/23/2010	0.8	Obtain signatures and IDs for bank signature card and deliver to bank.		
REIMCHE JONATHAN (CA012196)	11/11/2010	2.0	Call with F. Lamie re engagement. Review and research debtor information.		
	11/14/2010	3.0	Review information and prepare engagement plan. Correspondence with engagement team, G. Prince and A. Makovskis.		
	11/15/2010	7.0	Waiting for order to proceed. Review liquor license issue. Calls with A. Sherman, A. Makovskis, G. Prince. Discussions with P. Florence and W. Yao re engagement planning.		
	11/12/2010	6.0	Review court materials provided by F. Lamie. Prepare summary for J. McKenna, A. Makovskis review and discussions thereon. Discussions with G. Prince. Call with GE and Gowlings re consent. Review draft order and consent. Coordinate staffing re appointment.		
	11/15/2010	4.0	Take possession of hotel. Meeting with P. Kerner and staff. First day possession.		
	11/16/2010	8.0	Calls with G. Prince, J. Wong and F. Lamie re engagement issues. Discussions with J. Wong and Debtors re possession of Mississauga office. Commence inventory count. Discussions with hotel staff re employee status and payroll, asset locations. Prepare liquor license application. Review and discussion with W. Yao re data imaging.		

* Staff	Date	Hours	Memo
	11/17/2010	7.0	Attending at Mississauga location. Review books and records available. Discussions with debtor re operations and history. Various calls with P. Florence and G. Prince re engagement issues. Review and discussion with debtor, G. Prince and W. Yao re data imaging.
	11/18/2010	7.5	Attend at Mississauga location. Submit Application for Temporary Transfer of Liquor Licence to AGCO. Calls with P. Florence and G. Prince re status.
	11/19/2010	8.0	Review and edit cash flow forecast. Calls with G. Prince and T. Cohen re interim management. Call with A. Makovskis re engagement planning. Call with Paymenttech, T. Hogan and BNS re release of cash from BNS and release of POS transaction.
	11/20/2010	6.0	Prepare cash flow forecast.
	11/21/2010	5.0	Finalize cash flow forecast. Correspondence with G. Prince re CFF. Prepare meeting agenda.
	11/22/2010	4.0	Prepare for and attend on call with GE re status update. Review current operating reports. Finalize presentation outline. Prepare Receiver's request for borrowings and finalize cash flow forecast.
	11/23/2010	6.0	Review Flash report format. Discussion with P. Florence. Develop cash flow reporting schedule. Oversight of 245/246 completion and review draft. Follow up with T. Cohen re interim management. Discussions re AGCO and liquor license transfer. Calls with AGCO. Coordinate release of Receiver's borrowings. Discussions with P. Florence re Paymenttech and BNS funds. Discussions with P. Kerner regarding hotel management.
	11/24/2010	7.0	Finalize Flash reporting and discuss with P. Kerner, P. Florence. Finalize cash variance reporting. Discussions re Paymenttech and BNS funds. Draft email to Paymenttech CEO re release of funds. Discussions with P. Kerner and Kathleen (LAST?) re hotel management reporting and payroll. Discussion on engagement coordination with G. Prince and A. Makovskis. Meeting with Acclaim Staffing re temporary staffing change. Call with Kelly Staffing. Review Kelly Staffing terms.
	11/25/2010	3.0	Finalize cash flow/variance report. Prepare and finalize report to GE on results to Nov 19. Discussions with G. Prince, J. Wong and P. Florence. Draft termination note re Ramos/Ferma.
	11/29/2010	1.0	Update cash flow variance actuals. Correspondence with A. Makovskis re termination of head office employees.
	11/30/2010	2.0	Review cash flow forecast and finalize weekly flash report. Discussion with G. Prince. Call with A. Makovskis re termination. Call with P. Florence re cash flow reporting.
	12/1/2010	0.9	Discussions with A. Makovskis and G. Prince re flash report. Edits to same. Finalize and circulate to GE/Gowlings.
	12/2/2010	1.3	Review flash report. Correspondence with P. Florence and A. Makovskis. Review and upload Quickbooks data. Courier Quickbooks data to P. Florence. Follow up re interim management.
	12/6/2010	0.9	Call with A. Makovskis re status and update. Respond to T. Cohen re management review. Send contact information to CBRE re Tory's.
	12/8/2010	0.5	Call with Altaf re Quickbooks shipping. Coordination of delivery. Discussions with A. Makovskis re legal opinions.

* Staff	Date	Hours	Memo
	12/9/2010	0.5	Call with Altaf re quickbooks delivery and shipping. Call with P. Florence re quickbooks.
	12/14/2010	0.5	Call with A. Makovskis re employee termination. Call with P. Florence re cash flow forecast and reporting.
	12/16/2010	2.3	Call with A. Makovskis re employee claims and lease agreements. Review of management agreement. Review of stored folders for lease agreement. Prepare Release letter for Mississauga employees. Call with H. Ramos.
WONG JENNIFER (CA014268)	11/16/2010	11.4	Attendance at the company's head office premises in Mississauga to take possession of the books and records. Actions included presenting Appointment Order to the principals, understanding where the books and records of the particular company we had receivership over were located, changing the locks of certain filing cabinets and the door where the server was located. Contacting insurance companies to ensure the receiver was added as an additional insured and obtaining current coverage information. Time spent taking possession of a financed car including storing the car at a storage facility. Emails to/from G. Prince and Miller Thompson re: Miles Backhouse. Call with G. Prince and J. Reimche re: Miles Backhouse.
	11/17/2010	7.1	Calls with M. Backhouse re: receivership appointment. Arranging for the imaging of server and computers. Planning call with N. Labbe. Emails to/from P. Florence and C. Mills re: certified cheque made to M. Backhouse. Calls and emails to Cassies First Brook re adequacy of insurance coverage and review of email results. Emails and calls with A. Makovski and N. Labbe re financing agreement with Honda and car value. Calculation of remaining financing payments and review of Blackbook values re Honda Pilot. Emails and calls with N. Labbe and F. D'Mello re boxes and storage. Follow up with insurance companies for added insured certificates. Going through details vendor files for recurring payment information for cash flow and contact details. Call with Home Depot to confirm closing of charge account.
	11/18/2010	7.5	Going through details vendor files for recurring payment information for cash flow and contact details. Call with Staples to confirm closing of charge account. Packing and labelling of books and records for sending to PwC RTT offices. Calls and emails to N. Labbe re Honda Pilot results. Calls with Honda Financing re picking up the car. Calls with the bailiff re picking up the car. Going to the car with owners to obtain personal items left behind. Obtaining pre-authorized payments from company and communicating results to P. Florence for upcoming payments. Comparing insurance coverage details from previous year to current coverage and communicating results of review to G. Prince. Discussions with H. Ramos re updating supplier accounts to held cheques, missing invoices, and cheques released which were uncashed. Obtaining the company's various tax business numbers. Going through CBRE due diligence request list with A. Mohammed to determine items available and communicating results to P. Florence for hotel items. Discussion with J. Reimche re cash flow forecast.

* Staff	Date	Hours	Memo
	11/19/2010	7.0	Packing up books and records and arranging for courier company to pick up boxes to ship back to PwC offices. Calls with bailiff re picking up Honda Pilot and meeting the bailiff to pick up car and obtaining acknowledgement agreement. Discussions with H. Ramos re updating supplier information, financial information on hand, outstanding priority payments. Administrative matters for billing and receiver's information to be saved. Follow up with principals and M. Backhouse re corporate structure. Revisions to receiver's notice and composition of unsecured creditor schedule.
	11/22/2010	6.5	Preparation for and participation in update call with GE. Review of agreement with Simmons Canada to determine the status of creditor and discussions with N. Labbe, J. Reimche, and G. Prince re the same. Obtaining information for the notice to creditors and updating the notice re the same. Preparation of Receiver's funding certificate and follow up with C. Rankin on interest rate and discussions with J. Reimche and G. Prince re the same. Comparison of the Company's audited 2008 FS with comparative figures in 2009 FS provided to GE and communicating results to G. Prince. Drafting the Receiver's First Report to Court.
	11/23/2010	5.6	Finalizing the first draft of the receiver's 245/246 report and sending to G. Prince for review. Follow up with P. Florence re: detailed employee amounts owed and contact information. Drafting the Receiver's First Report. Sorting creditor's contact information into a spreadsheet to allow for mailing purposes and finding information on missing creditor addresses that the company was unable to provide.
	11/24/2010	2.5	Finding addresses for missing creditor addresses that the company was unable to provide through invoices. Making revisions to the receiver's 245/246 notice. Managing the mailing of the receiver's 245/246 notice. Formatting employee addresses received into a mailing format and looking for missing postal codes. Looking for CBRE due diligence items from the company's books and records and arranging for items to be scanned. Emails to/from C. Mills and J. Reimche re: certified cheque payment to M. Backhouse.
	11/25/2010	3.4	Emails to J. Reimche re: insurance matters. Emails to Miller Thompson re: Simmons Canada. Gathering and providing property tax information to CBRE. Call with CBRE and G. Prince and further providing due diligence materials to CBRE. Revisions to the First Receiver's Report.
	11/26/2010	5.2	Revisions to the Receiver's First Report and addition of professional fees and HST to the cash flow forecast. Calling and emails to various environmental report and property condition assessors to obtain quotes.
	11/29/2010	0.4	Discussion with D. Smith re mail redirect services. Emails to/from G. Prince and C. Mills re NSF cheque. Calls and emails to various parties re property condition and environmental reports.
	11/30/2010	0.3	Discussion with P. Florence re due diligence items. Follow up with insurance company for the endorsement certificate, review of endorsement certificate received and follow up with insurance company on "loss payee" status.

Staff	Date	Hours	Memo
	12/1/2010	1.2	Dealing with insurance endorsement certificate items. Follow up with various parties on status of receiving quotes for Phase 1 Environmental and Property Condition reports and responding to questions re: the same. Summarizing past insurance premiums and sending to G. Prince. Sending insurance items to CBRE for data room. Update emails to P. Florence and A. Makovskis. Email to CBRE re sales process. Getting S. Williams to scan various items into file. Review of Stantec quote received and summarizing key items for A. Makovskis and G. Prince's review.
	12/2/2010	0.7	Review and summarization of Pinchin and Halsall quotes and sending out information to A. Makovskis re the same. Discussion with P. Florence re due diligence items to be sent. Sending to CBRE and A. Makovskis past insurance policies.
	12/7/2010	0.6	Sorting through items received from hotel for due diligence, revisions to due diligence listing, and sending to CBRE all relevant items. Response to emails from A. Makovskis re information.
	12/8/2010	0.1	Emails to/from A. Makovskis re Simmons agreement. Emails to/from J. Reimche re Quickbooks.
	12/16/2010	0.1	Discussions with J. Reimche re: receiver's release. Providing agreement between Lamco and Alamo. Email to team re external boxes.
	12/17/2010	1.1	Compiling licenses, lease agreements, and contracts into schedules for the APA.
	12/20/2010	0.3	Revision to schedule J to add waste management and snow removal contracts. Review of revised insurance policy and follow up with Val Fisher as to why PwC is still not listed as a loss payee.
WILSON JOHN (CA014487)	11/17/2010	1.0	Several discussions Pam Florence including alternatives to banking arrangements; decision to use Royal; receive/review sign documents/provide ID; have Judy call/take to RBC; emails from/to Pam F.,etc. Receive/review/sign/send/return various banking documents/transfers to RBC/Pamela Florence over the past several days/etc. Emails/faxes/discussions Pam F./review/sign/return banking documents/transfer/etc. Discussion Pam F.;receive/review/approve/sign vouchers/cheques/etc.
GUPTA PEARL (CA015872)	11/18/2010	0.8	Correspondence with J. Wong, N. Labbe, FedEx, UPS, and F. D'Mello regarding packaging of files at Lamco to be shipped to the office.
LABBE NATHALY (CA016857)	11/17/2010	1.0	Reading of the Court Order. Discussions with Jennifer and Jonathan. Email and talk to Fredrick D'Mello of Services PwC.
	11/18/2010	3.0	Request of the PPSA. Reading of the financing agreement and check registration to the PPSA. Prepare a release to Honda and fax it. Left voicemail to Amrita of Honda Canafa Finance to repossess the Honda Pilot. Prepare the Interim Management agreement (draft) and send it to Jonathan. Email PPSA to Jennifer. Plan the reception of the boxes with Shennel.
	11/19/2010	0.3	Check the agreement with Simmons and the PPSA (creditors not registered), and email to Jennifer.
	11/22/2010	0.2	

* Staff	Date	Hours	Memo
DECLARK BLAKE (CA018851)	11/16/2010 11/17/2010	7.5 7.5	Inventory Inventory Account change over calls Inventory Billing transfers
YAO WAYNE (CA021046)	11/15/2010	8.5	FTS Bus Dev Digital Forensics & E-discovery - Waiting for court order on CAR assignment in London Pre-receivership time for Monday the 15th Imaging, Documentation, Data Consulting Imaging, Documentation, Data Consultation, Extracting Files Consolidating documentation, extracting + burning cd's , creation of memo Working on memo Extracting images and data review Editing memo
HUNG JANE (CA021432)	11/16/2010 11/17/2010 11/18/2010 11/19/2010 11/22/2010 11/23/2010 11/25/2010 11/26/2010 11/29/2010 11/30/2010 12/1/2010 11/19/2010 11/24/2010	6.0 5.0 4.0 4.0 2.5 1.0 4.0 4.0 4.0 3.5 3.0 0.2 0.3	Inventory/fixed asset count Remainder of inventory count; cash flow Work on R&D spreadsheet, misc CF questions, payables spreadsheet Valuing inventory Extend pricing on valuation of consumables Call various suppliers. Work on cash receipt summary Cash receipts summary Deposit for the day AP listing Call various suppliers Continue calls to suppliers Assist with vetting cash flow rev & exp figures Follow up on supplier calls Setup new account in Troycheckwriting software, print blank cheques and courier to P.Florence. Mailing the Notice and statement of receiver to creditors and fax a copy to OSB.
YANG DAN HUA (CA022802)	11/16/2010	3.5	Nov 15 - Preparation for taking possession, review documents, website and other information regarding site.

* Staff	Date	Hours	Memo
	11/16/2010	14.0	Nov 15 - Take possession of site. Arrange for locksmiths and supervise changing of required locks and safe combination. Meet with the General Manager to review site operations, staffing, PwC's role. Meet with employees on site regarding our role. 3.5
	Nov 16		Review sales information, books and records at site. Instructions to B. DeClarke and J. Hung on inventory taking, arrange for room pass and list of occupied rooms. Phone call and fax to Scotiabank to freeze the bank account, provide copy of Court Order. Secure A/R cheques, review procedures for cash and credit card system. Meet with additional employees. Contact some critical suppliers. Meet with Kathleen - HR person to review payroll procedures and requirements to transfer to PwC. Respond to employee and creditor inquiries.
	11/17/2010	10.0	Telephone calls and emails to open a new bank account at Royal Bank. Open safe and review the night audit reports, discussion with Manager regarding transactions, systems and procedures. Daily tour of facility. Complete process for Forensics on back up of the Opera system. Contact additional critical suppliers. Meeting with Catering sales staff to discuss future bookings, contracts and review of contracts signed and initial. Take photographs of Rm 137 - water damage and report to J. Reimche. Follow up with the Acct Mgr at Scotiabank for details on the certified cheque. Discussion with the insurance agent regarding payment of premiums, change to monthly or quarterly payments. Contact Paymentech regarding change of bank account for deposit of Amex, Visa, MC and debit transactions to Receiver. Instructions to B. DeClarke on contacting utilities and other providers for transfer of services.
	11/18/2010	10.0	Review night audit report, rooms available, etc from overnight reports. Review and initial catering bookings. Numerous telephone calls and emails with Paymentech for change of the bank account information to PwC's account. Prepare letter to Paymentech and email. Daily tour of property. Discussions with the manager regarding purchase requirements, critical suppliers and purchase of products for operations. Review cash flow and edits to be included. Prepare bank deposit. Telephone call to Account Manager Scotiabank.
	11/19/2010	9.0	Review overnight report. Discussion with A/R person regarding collection of A/R, corporate accounts for length of time before payment is received. Review additional catering contracts and initial. Further telephone discussions with J. Reimche and Paymentech. Discussion with staff and arrange for processing of credit card and debit card transactions. Respond to creditor phone call. Discussion with the Account Manager from Scotiabank regarding transfer of account balance to PwC. Telephone discussion with T. Hogan of Harrison Pensa regarding Scotiabank accounts, provide copy of Court Order. Begin flash report preparation. Respond to employee questions on a variety of matters concerning operations.
	11/22/2010	8.5	Review daily reports for weekend receipts. Site tour. Telephone discussion with RBC regarding bank account transfers in from Paymentech. Meet with suppliers regarding accounts. Prepare and post deposits. Telephone followup with Paymentech.

* Staff	Date	Hours	Memo
	11/23/2010	8.3	Review night auditors report, prepare deposit of cash. Update accounting. Discussion with suppliers regarding PwC's appointment. Follow up calls to Paymentech regarding transfers to our account. Discussion with J. Reimche regarding accounting/payroll going forward, site processes, inventory purchases. Locate personnel services companies.
	11/24/2010	8.5	Telephone discussions with Paymentech help desk and D. Ferrira - legal counsel. Meet with representative from Allen personnel for staffing. Confirm deposit from GE with RBC. Arrange for wire transfer of payroll funding. Prepare documents for online access to bank account. Various emails and telephone discussions with suppliers. Letter to CIBC to close bank accounts and transfer funds to RBC. Meet with Westminister Fire Protection regarding required repairs to fire alarm system. Telephone discussion with T. Hogan, legal counsel to BNS regarding release of funds sent to BNS in error by Paymentech. Prepare fax to RBC for additional signing officers.
	11/25/2010	8.0	Meet with J. Reimche - site matters. Follow up calls and emails to Paymentech regarding deposits to our account. Complete forms for access to account online viewing of banking transactions. Complete application for account with G4S security company for on site security for weekend hockey tournament guests. Call to Kelly Services regarding staff, prepare documents for account and arrange for signature. Review daily receipts, prepare deposit. Site walk about.
	11/26/2010	8.5	Review daily cash report. Meet with P. Kerner regarding information required on a go forward basis, discussion regarding purchases required for the coming week. Review order from LCBO for weekend Christmas parties. Contact Miller Thomson regarding release for use of swimming pool. Prepare cheques and vouchers.
	11/29/2010	8.0	Review night audit reports (3 days). Respond to CRA request for payroll audit. Telephone discussion with Amex regarding deposits to our bank account, resend fax with Court Order. Various emails re Mississauga employees. Review resumes received from Kelly Services, arrange for interviews with candidates. Post cash receipts for MC, Visa and debit card. Update accounting for cheques issued. Provide additional information to RBC for signing officers. Follow up on online access to view account. Meet with P. Kerner regarding replacement staff for front desk, reporting, information requested for CBRE, ordering process for supplies, just in time inventory.
	12/1/2010	5.0	Review night audit report. Reconcile cash and prepare deposit. Prepare vouchers and cheques. Posting to accounting. Review statement from Ramada International with P. Kerner. Call to Guest Supply services for account number information. Arrange for training of the Kelly Services personnel. Meet with Pepsi representative regarding order delivery. Arrange for installation of Quick Books software and transfer of data.
	12/2/2010	7.8	Review daily cash receipts. Prepare deposit. Post receipts. Review flash report, meet with Peter and make necessary edits. Meet with Kelly Services temp personnel to go over job requirements, arrange for onsite training.

* Staff	Date	Hours	Memo
	12/3/2010	6.0	Review daily cash and flash reports. Meet with Kelly Services staff and S. Goud for installation of QuickBooks to a computer and site. Calls to the Beer Store regarding account and placing of order. Input sales information.
	12/6/2010	7.0	Review overnight audit report. Prepare deposit. Cash reconciliation. Follow up on status of QuickBooks password retrieval. Call to WISB regarding account for the Receiver. Telephone call with Amex representative regarding deposits. Review payroll information.
	12/7/2010	1.5	Draft flash report.
	12/8/2010	6.8	Review daily cash report. Arrange for payroll wire transfer. Update accounting. Follow up on quick books data. Supervise installation of data, set up password and review data received. Training with Kelly Services personnel. Respond to creditor call. Meeting with Peter regarding snow removal, staff travel to and from work (no city buses), sufficient staffing due to storm.
	12/9/2010	7.0	Review cash report. Assist R. Tudor with reporting required for input to Quickbooks. Telephone discussion with CIBC regarding fax request for funds from the bank account. Follow up call to Amex regarding funds in old bank account. Update accounting. Discussion with P. Kerner regarding required supplies and forecast for same.
	12/10/2010	7.0	Review cash sheet and daily reports. Post cheques to accounting system. Install new Quickbooks data, set up passwords and review data. Training with Rodica on cash system, meet with Peter. Update cash flow spreadsheet with actuals. Follow up with WSB
	12/13/2010	7.3	Review daily cash report. Update flash information. Arrangements for repairs to Catering computer. Photocopy Phase 1 Environmental, Property assessment and asbestos reports to send to Stantec. Review and summarize new accounts payable. Respond to creditor calls.
	12/14/2010	7.0	Prepare courier packages to Stantec for Phase 1 assessment. Review cash. Meet with front desk staff re room review, reporting to maintenance and procedures for repairs to rooms. Draft weekly report.
	12/15/2010	4.8	Discussion with R. Tudor regarding sales reporting and receipts. Review accounts payable. Review night audit/cash reports. Meeting with Peter regarding staffing requirements and scheduling. Review of payroll records to the last two pay periods for variances. Discussions with employees regarding vacation pay and stat holiday pay. Review summary of stat holiday pay not taken and determine amount owing. Accounts payable review. Respond to creditor call regarding pre amount owing. Call to Sysco to set up account for purchase of food.
	12/16/2010	7.5	Review daily cash/night audit reports. Review payroll, assist R. Tudor with year end issues. Discussions with numerous employees. Review A/P. Prepare vouchers and cheques. Updates to accounting. Meet with P. Kerner regarding staff meeting and notification to staff. Contact supplier to open an account.
	12/17/2010	7.0	Review cash/night audit report. Update accounting. Meet with S. Segal and B. Poley of CBRE, hotel walk through and meeting regarding operations, wish list etc for sale process. Respond to employee questions. Call to Amex regarding funds for transfer to the Receiver, review summary received. Fax to T. Hogan, legal counsel to BNS.

* Staff	Date	Hours	Memo
	12/20/2010	6.8	Review daily cash/night audit. Meeting with Stantec staff regarding Property Assessment and Phase 1, answer questions, arrange for roof access and room access. Update cash flow current information. Prepare for and attend meeting with staff to provide update since our arrival. Complete application for account with Sysco and WSIB. Telephone discussion with T. Hogan, legal counsel to BNS regarding deposits to company account after the date of appointment.
	12/21/2010	6.3	Review daily cash/night audit. Meet with several employees that missed the general staff meeting. Discussion with T. Hogan. Meet with R. Tudor re sales information. Prepare draft flash report. Prepare summary of A/P. Review payroll and prepare documents for payroll transfer.
	12/22/2010	6.5	Review daily cash/night audit. Discussion with P. Kerner regarding rack rates internet sales and changes to be made. Telephone discussion with CIBC on transfer of funds on hand to the Receiver. Update accounting. Prepare accounts payable summary. Training with R. Tudor.
	12/23/2010	4.0	Review daily cash/night audit report. Issue accounts payable cheques. Meeting with Marketing Manager.
	12/24/2010	4.5	Review daily cash/night audit report. Prepare vouchers and cheques for a/p. Update accounting. Review correspondence from Ramada International.
	12/29/2010	4.5	Review daily cash/night audit reports for 25th, 26th, 27th and 28th. Update accounting. Review payroll information, stat holidays and vacation pay. Prepare deposits for bank.
	12/30/2010	5.0	Review daily cash/night audit. Update accounting, input flash report information. Follow up on payment not processed by supplier. Review payroll summary.
MAKOVSKIS ALDIS (CA024082)	11/12/2010	3.5	Exchange of e-mails, and discussion with J. Reimche on potential Receivership. Review materials forwarded by J. Reimche including various items filed by Lamco related to involvement by Soberman as Proposal Trustee. Discussion with P. Florence regarding availability to assist with potential engagement; Participate in telephone conference with GE, Gowlings and PwC; Discussion with J. McKenna and J. Reimche regarding items to consider in potential Receivership; Review draft consent to act as Receiver and Appointment Order, draft comments on draft Order, and forward to J. McKenna, J. Reimche and G. Prince, review comments from J. McKenna and add to previous comments, and forward to F. Lamie of Gowlings; E-mail to F. Lamie regarding revisions required to consent to act as Receiver; Review draft of e-mail to C. Rankin of GE prepared by J. Reimche and respond with suggested revisions; Review list of creditors from materials compiled by Soberman and e-mail to J. Reimche providing background on SOCAN; E-mail to, and telephone discussion with, F. Lamie regarding Neil Abbott having to review draft Order prior to recirculation; Review revised draft Order and e-mail to F. Lamie regarding revisions;
	11/15/2010	1.5	Telephone discussions with P. Florence and J. Reimche regarding measurables in hospitality industry including occupancy, average room rate, and gross margin on alcoholic beverages and food, and role performed by night auditor; Line up staff from PwC Waterloo office to assist with engagement; Various e-mails send and received regarding progress with application for appointment as Receiver;

Staff	Date	Hours	Memo
* Exchange of e-mails, and related telephone discussion, with J. Wong regarding financing contract on seized 2007 Honda Pilot;			
	11/17/2010	0.5	Exchange of e-mails, and related telephone discussion, with J. Wong regarding financing contract on seized 2007 Honda Pilot;
	11/19/2010	1.5	On site visit; Review regular reporting requirements with P. Florence including daily flash report; E-mail to P. Florence regarding additions to daily flash report and forward to G. Prince with commentary; Exchange of e-mails with G. Prince on flash report and cash flow forecast format; Review various e-mails from J. Reimche to P. Kerner including daily flash report and anticipated disbursements, frequency of cleaning external property, results of health inspection and providing copies of health and safety inspection certificates, and related responses from P. Kerner on more frequent external clean up, health inspection resulting in green certificate; Review draft of weekly variance report and operational update prepared by J. Reimche; and various queries by G. Prince and responses by J. Reimche; Review various e-mails on status of transactions processed by Paymentech; Review acknowledgement from Superintendent of Bankruptcy of filing of Receivership documentation received from G. Prince; Review e-mail from J. Wong to P. Florence regarding various requisitions by CB Richard Ellis;
	11/20/2010	1.0	
	11/25/2010	1.0	
	11/26/2010	2.5	Exchange of e-mails with G. Prince on upcoming application to extend deadline for submission of offers; Review and sign Kelly Services agreement; Review, approve and sign cheques for Receiver disbursements; Review exchange of e-mails between G. Prince and S. Segal of CB Richard Ellis; Review draft schedule of receipts and disbursements prepared by P. Florence; Telephone discussion with G. Prince on PwCI staffing and P. Kerner's role as General Manager;
	11/29/2010	0.5	E-mails with J. Reimche and P. Florence regarding redirection of mail from former Mississauga offices; Review resumes for staff to be hired from Kelly Services received from P. Florence and related telephone discussion that she could interview two prospects with Peter Kerner; Exchange of various e-mails with J. Reimche on two employees temporarily employed by PwCI as Receiver; Review e-mail from P. Florence that payments from Paymentech were being deposited in Receiver's bank account;
	11/30/2010	0.5	Telephone discussion with Craig Mills on services not provided by Ramada, in relation to requested franchise fees subsequent to Receivership Order being granted; Review and amend correspondence drafted by J. Reimche to two employees temporarily employed by PwCI as Receiver, and forward to J. Reimche with related comments; Review draft of weekly flash report drafted by J. Reimche; E-mail to C. Mills on amounts owed to Ramada for franchise fees and status of products with Ramada brand name not being purchased due to supplier not providing credit;

* Staff	Date	Hours	Memo
	12/1/2010	2.5	<p>Review various background information provided by J Wong including various file notes, reports by Proposal Trustee, and insurance endorsement; Telephone discussion with G. Prince including consideration of engaging hospitality consultants and sales process; Telephone conference discussion with S. Segal and G. Prince including timing of campaign logic, offering memo, re-signing of CIM, providing information on insurance coverage; Review various background information received from G. Prince including proposal by Crescent Hotels and Resorts, data room access report from CBRE, and suggested time line by CBRE for marketing and sale; Review, approve and sign cheques for Receiver disbursements; Exchange of e-mails with J. Reimche regarding draft flash report; E-mail to C. Mills with additional comments on discussion to be held with Ramada International primarily on amounts owed by Ramada London; Review information on insurance coverage and premiums for last two years received from J. Wong and forward to S. Segal;</p>
	12/2/2010	3.0	<p>Review e-mails from J. Reimche to P. Florence regarding accounts receivable balances and to P. Kerner regarding update of cash flow forecast beyond week ended November 26, 2010; Review campaign logic and marketing flyer received from S. Segal, and confidentiality agreement, review related e-mails from C. Mills and G. Prince, and related discussion with G. Prince and C. Mills including legal counsel to Lamco, and owners signing revised confidentiality agreement; Telephone discussion with G. Prince on suggested revisions to CBRE marketing flyer and likely not engaging hospitality consultants for time being; E-mail to C. Mills on query and suggested revision to CBRE marketing flyer; E-mail to S. Segal with suggested revisions to campaign logic and marketing flyer; Forward amount for current insurance premiums to October 14, 2010 to S. Segal; Review quotes for Phase I environmental and property condition assessments received from J. Wong with query on Ontario Regulation 153/04, extract article on Regulation and forward to J. Wong, and review her related comments; Forward copies of franchise agreements to C. Mills and review related acknowledgment from C. Mills; Review, approve and sign cheques for Receiver disbursements; Review e-mails between J. Reimche and G. Prince on hospitality consultants, and related e-mails between J. Reimche and P. Florence that there was no business plan for the Hotel; Finalize correspondence to two employees temporarily employed at Mississauga premises immediately subsequent to Receivership appointment and forward to J. Reimche for delivery; Telephone discussion with J. Reimche, in response to his telephone voice mail enquiry, that two temporary employees would be paid by Ceridian payroll system, and his forwarding review on security held by Simmons Canada on mattresses supplied to Lamco; Review list of employees and duties with P. Florence; Review snow removal quotes with P. Florence; Review e-mail from J. Reimche on review by Miller Thomson of agreement with Simmons Canada;</p>

* Staff	Date	Hours	Memo
	12/3/2010	1.5	<p>Review e-mail from Sarah Segal regarding queries on certain items in draft confidentiality agreement, forward comments to G. Prince; Review daily flash and deposit received from P. Kerner; E-mail to P. Florence on daily checks on revenue items, surprise inventory count in near future, cash flow forecast, meeting with sales and marketing person, and review with P. Kerner of staff requirements; Note that queries to P. Kerner should include personnel providing supervision on weekends; Telephone discussion with J. Reimche on his review of list of employees with P. Kerner; Compile items for discussion by C. Mills with legal counsel for Ramada regarding request for payment of fees going forward, and forward to G. Prince, and to C. Mills; Obtain telephone contact information for Mark Young, Brand VP for Ramada, and exchange telephone voice mail messages with M. Young; Forward information provided by S. Fitzgerald of the PwC Waterloo office, on prospect, to Sarah Segal and review her acknowledgment; Review e-mail forwarded by C. Mills from Miles Backhouse that Proposal would be withdrawn and his clients resubmitting a bid to repurchase the hotel from the Receiver, and comment from C. Mills that he would inform M. Review response from G. Prince to S. Segal regarding her queries on certain items in draft confidentiality agreement; E-mail to P. Florence to check on status of any prepayments indicated in forecast provided by P. Kerner on December 3, 2010; Exchange of e-mails with G. Prince that adequate cash was on hand for payment of expenses, including payroll, during coming week;</p>
	12/4/2010	0.5	
	12/6/2010	2.0	<p>Review e-mail from P. Kerner, in response to query, that prepaid deposits total \$5,895.10 with \$5,540 relating to 12 functions in 2011;</p> <p>Exchange of e-mails with J. Reimche that services of Crescent Hotels & Resorts would not be required; Review daily flash and deposit received from P. Kerner; E-mail to P. Florence, and related telephone discussion, regarding format of daily information compiled by P. Kerner; Review exchange of e-mails between Ed Khedgiani and G. Prince on parties that had submitted confidentiality agreements to CB Richard Ellis; Review e-mail from G. Prince to S. Segal approving final versions of campaign logic and marketing flyer; Review proposed advertisement in The Globe and Mail received from S. Segal and related e-mail to G. Prince; Telephone discussion with Mark Young, Brand Senior Vice President Ramada International, summarize telephone discussion in e-mail and forward to G. Prince and C. Mills; Various e-mails among C. Mills, G. Prince and A. Makovskis regarding planned telephone conference with US legal counsel for Ramada; Telephone discussion with P. Florence on items to be discussed in weekly flash report related to marketing and sales process; Telephone discussion with G. Prince on various items including commencement of marketing campaign by CB Richard Ellis, status of withdrawn proposal and planned discussion with US legal counsel for Ramada; E-mail to C. Mills to check on steps taken by Soberman to withdraw proposal with reference to his e-mail on December 3, 2010;</p>

* Staff	Date	Hours	Memo
	12/7/2010	1.5	<p>Review assessment of prospects by Ed Khedigian; Review exchange of e-mails between G. Prince and S. Segal regarding resigning of Receiver's version of confidentiality agreement by parties that had previously signed agreement; Review e-mail from J. Wong to S. Segal regarding updated due diligence items provided for data room, and e-mail from J. Wong of items sent to CBRE; E-mail to P. Florence that updated forecast prepared by P. Kerner had to be reviewed with him; Telephone discussion with P. Florence on continued bad weather conditions in London and review her e-mail on issues impacted by the storm; Review final version distributed to prospects by CBRE of campaign logic and marketing flyer; Review reporting letter and active prospect list at December 7, 2010 received from S. Segal noting recommendation for Phase I environmental and property condition assessments, and forward to P. Florence for items to be incorporated in weekly flash report; Exchange of e-mails with J. Wong on location of Simmons agreement in PwC data base; Draft e-mail to C. Mills on additional queries on Miller Thomson review of agreement with Simmons Canada summarizing various items suggesting that agreement was financing contract; Forward draft e-mail to G. Prince with query whether he had any involvement with review of agreement with Simmons Canada; Exchange of e-mails with G. Prince on lining up environmental and property condition assessments;</p>
	12/8/2010	5.5	<p>Review deposits on December 6 and 7, 2010 forwarded by P. Kerner; E-mail to C. Mills regarding agreement with Simmons, and requesting his comments on title passing to Lamco or being retained by Simmons; E-mail to J. Reimche and J. Wong querying whether any legal opinions sought from Miller Thomson and requesting link to PPSA registrations' search, review related response with link to PPSA search, and subsequent telephone discussion with J. Reimche that no outstanding opinions with opinion on validity of security against seized vehicle having been provided previously; E-mail to G. Prince querying whether he had cleared newspaper advertisement offering hotel property for sale and review related response that PwC logo had been forwarded to CBRE for addition to sample advertisement; Review weekly flash report prepared by P. Florence, related telephone discussion with P. Florence, forward to G. Prince, and subsequent telephone discussion with G. Prince; Forward contact information to S. Segal of possible interested party provided by Mark Young, and review her acknowledgment; Telephone conference discussion with Ramada International representatives, summarize discussion in e-mail and forward to G. Prince and C. Mills; Telephone discussion with C. Mills on any information to be forwarded to Ramada International, to be sent to him for forwarding to relevant individuals; Forward flash report for period ended November 26, 2010, to C. Mills for his information; Telephone discussion with P. Florence on missing information from October 1 to November 14 in extract of records from Mississauga, related telephone discussion with J. Reimche and review e-mail from J. Reimche that missing information to be obtained with link to trial balance at November 19, 2010; Exchange of e-mails with J. Reimche, and related telephone discussion, on enquiry from employee temporarily employed by PwC in Mississauga on pre-Receiptership vacation pay liability; Review Receiver's Assumption Agreement forwarded by Phil Carandang of Ramada International;</p>

* Staff	Date	Hours	Memo
	12/9/2010	2.0	Premises' visit; Exchange of e-mails with G. Prince that final draft of advertisement in The Globe and Mail was in order; Review e-mail from C. Mills on review of agreement with Simmons Canada and that title retention clause was of no assistance to Simmons Canada and that property claim under PIA would be defeated by improper registration under PPSA, and related e-mail to C. Mills to correspond with Simmons Canada; Discussion with P. Florence on current week's disbursements including CIT and Pacific Sign Leasing and review related agreements noting that CIT agreement was in excess of one year and was not registered under PPSA whereas Pacific Sign Leasing was registered under PPSA; E-mails to J. Reimche and J. Wong on any review of lease agreements by Miller Thomson due to payments being due for CIT and Pacific Sign Leasing and response, in e-mail from J. Wong and related telephone discussion with J. Reimche, that there was no review performed with opinion previously having been provided on validity of financing agreement on vehicle; Review e-mail from J. Reimche regarding status of missing information from imaging of Quickbooks at Mississauga head office; Review food and beverage costs for November 2010; Review e-mail from S. Segal regarding Barry Poley and her visiting hotel site on December 15, 2010; check availability with P. Kerner, and e-mail to S. Segal that visit was lined up; Review, approve and sign cheques for Receiver disbursements; Request P. Florence to format receipts and disbursements to December 3, 2010 for forwarding to Ramada International; Review e-mail from S. Segal on status of requesting confidentiality agreements related to sale by Receiver; Forward confidentiality agreement received by telefax to S. Segal and review her acknowledgment; Compile information requested by Ramada International in telephone conference on December 8, 2010 including campaign logic prepared by CB Richard Ellis, marketing flyer and confidentiality agreement distributed to prospective purchasers by CB Richard Ellis, and cash transactions for the hotel during the period subsequent to the Receivership appointment from November 15 to December 3, 2010, with related commentary including revised occupancy rate, Ramada franchisees that may be interested in Ramada London property, and no punch list provided to PwC; Forward draft of e-mail with information compiled for Ramada International to C. Mills for forwarding to related representatives, and subsequent e-mail summarizing suggested extent of fees that PwC, as Receiver, was prepared to pay to Ramada International; Telephone discussion with F. Lamie regarding funds on deposit with The Bank of Nova Scotia not released to PwC as Receiver and Miller Thomson making request to Harrison Pensa, solicitors for The Bank of Nova Scotia; Review e-mail from F. Lamie regarding his discussion with C. Mills on funds not being released by The Bank of Nova Scotia, review related e-mail from C. Mills and e-mail to C. Mills summarizing background to held funds;
	12/10/2010	2.5	

* Staff	Date	Hours	Memo
	12/13/2010	6.0	(December 11, 2010) Forward exchange of e-mails with C. Mills on December 10, 2010 regarding funds held by The Bank of Nova Scotia, to C. Prince;
			(December 12, 2010) Forward copy of draft asset purchase agreement to P. Florence with comment that items for schedules had to be compiled;
			(December 13, 2010) E-mail to Margarita Alcantara-Hernandez of Stantec accepting proposal for property condition and environmental Phase 1 assessments; Telephone discussions with Margarita Alcantara-Hernandez of Stantec regarding acceptance of proposal including background to involvement by PwC; Line up Peter Kerner and Pam Florence for visit by 2 Stantec consultants on December 20, 2010; Request copies, from P. Kerner, of previous property condition and environmental Phase 1 assessments and asbestos and lead materials assessment performed in 2005; Review terms and conditions for property condition and environmental Phase 1 assessments by Stantec, review revisions with proper name of PwC involvement, sign electronically and return to Margarita Alcantara-Hernandez; Covering letters to 2 individuals from Stantec performing property condition and environmental assessments including copies of reports from 2005; Review draft asset purchase agreement received from C. Mills on December 10, 2010; Exchange of e-mails with G. Prince to discuss comments on draft asset purchase agreement with C. Mills and related e-mail to C. Mills requesting him to contact A. Makovskis on December 14, 2010;
	12/14/2010	0.5	Review participant report received from S. Segal; Telephone discussion with J. Reimche, in response to his e-mail, on vacation pay owed to two temporary employees at Mississauga location; Review e-mail from S. Segal regarding postponement of visit to hotel premises until December 17, 2010, related telephone discussion with P. Florence and review related confirming e-mail from P. Florence to S. Segal; Discussion with P. Florence providing update received from S. Segal for incorporation in current week's flash report;
	12/15/2010	2.0	Review e-mail from P. Florence regarding her discussion with Peter Kerner to review rooms for required maintenance and repairs with minor items to be rectified by maintenance personnel and major items to be noted for determination of costs; Review correspondence from Harrison Pensa, received from C. Mills, that funds on deposit would not be returned in accordance with authority to hold funds on deposit agreement; Review e-mail from C. Mills regarding his discussion with Hans Rizzari on status of proposal and possible steps to resolve issue of proposal terms not being met; Telephone voice mail message for C. Mills that issue of addressing withdrawn proposal was to be addressed by Sobeermans; Review current week's flash report prepared by P. Florence, draft commentary for e-mail to distribution list, and forward to G. Prince for review and comments; Telephone discussion with P. Florence on variance in payroll costs in current week's flash report, and review her subsequent e-mail on her discussion with P. Kerner; Amend draft flash report incorporating highlights of e-mail from P. Florence on variance in payroll costs, and forward to G. Prince;

* Staff	Date	Hours	Memo
	12/16/2010	4.5	<p>E-mail to S. Segal requesting number of confidentiality agreements signed as a result of advertisements in The Globe and Mail and review her response; Telephone conference discussion with C. Mills and J. Marin on various matters; Review e-mail from, and telephone discussion with, J. Reimche regarding vacation pay to 2 employees temporarily employed in Mississauga by PwC; and related telephone discussion with P. Florence; Review e-mail from S. Segal querying status of property condition and environmental report, and related response; Review e-mail from S. Segal querying status of asset purchase agreement and related response; Telephone discussion with P. Florence on draft flash report for current week and review her e-mail on categorization of revenue for booked meeting rooms; Review comments from G. Prince on draft flash report for current week, incorporate in report and distribute to GE, Gowlings and Miller Thomson; E-mail to S. Segal querying whether any contact had been made with Ambiance Capital Corp. and Peter Zivontis regarding hotel being offered for sale, review her response, and forward agreement and e-mail received from Hans Rizzari on November 22, 2010 to S. Segal; Telephone discussion with J. Reimche whether check had been made at Mississauga head office of existence of any lease; Review punchlist for potential buyer received from Phil Carandang of Ramada International and e-mail to C. Mills that mention of punch list having been prepared for existing owner had been discussed by Ramada International during telephone conference on December 8, 2010 which appeared not to be the case; Review exchange of e-mails between J. Reimche and P. Florence on ROEs for 2 employees temporarily employed in Mississauga by PwC; Review updated draft version of asset purchase agreement received from C. Mills and forward comments on review including comments on previous review, with comment that updated draft of asset purchase agreement had to be distributed to Gowlings;</p>
	12/17/2010	3.0	<p>Line up Jennifer Wong to compile agreements required for asset purchase agreement, and related exchange of e-mails and telephone discussion with J. Wong including her obtaining copy of snow removal agreement from P. Florence; Review draft of e-mail from C. Mills to Sobermans; Telephone discussion with G. Prince on 2 interested parties that had approached Sobermans; Telephone discussion with C. Mills on discussion with G. Prince and related e-mail, on discussion with C. Mills, to G. Prince; Review updated asset purchase agreement received from J. Marin, and related e-mail with comments on review to, and telephone discussion with, J. Marin; Review e-mail from J. Marin forwarding draft asset purchase agreement to Gowlings;</p>

* Staff	Date	Hours	Memo
	12/20/2010	1.0	(December 18, 2010) Forward punchlist received from Phil Carandang, to S. Segal and related exchange of e-mails that punchlist should be posted to data site with comment that the punchlist applied to anyone wishing to continue as a Ramada franchisee;
	12/21/2010	1.5	(December 20, 2010) Premises' visit; Discussion with acquaintance at The Bank of Nova Scotia regarding involvement with hotel in London and forward flyer and confidentiality agreement to him as he had a client that owned a number of hotels across Canada; Attendance at staff meeting chaired by P. Florence; Review cash requirements with P. Florence with adequate cash available until mid-January 2011, with more precise information to be provided on December 21, 2010; Review schedules compiled for asset purchase agreement by J. Wong and related e-mail to J. Wong;
			Review e-mail from G. Prince querying registration of charge for costs on title and status of bankruptcy, and related response requesting C. Mills to respond to registration on title and his intended discussion with Merv Abramowitz or Hans Rizzari; Various e-mails with G. Prince and C. Mills regarding query to Sobermans regarding withdrawn proposal and application to withdraw proposal with C. Mills to query H. Rizzari on attendance before Justice Morawetz to address withdrawn proposal; Review e-mail from S. Segal dated December 20, 2010 requesting room sizes, request P. Kerner to provide information, e-mail to S. Segal with room size information, and review her e-mail that information would be posted to data room; E-mail to A. Nimeck on self use assets and related telephone discussion that there was no provision in Excise Act for HST payable on self use assets and that provision under ORST for self use assets no longer applied; Review CBRE reporting letter to December 21, 2010 and forward to P. Florence for relevant items to be included in weekly flash report;

* Staff	Date	Hours	Memo
	12/22/2010	2.5	<p>Review e-mail dated December 21, 2010 from C. Mills to H. Rizzari querying nature of arrangements to schedule an appearance before Justice Morawetz to address withdrawn proposal and response from H. Rizzari that he was referring the issue to Men Abramowitz; Review correspondence to Harrison Pensa drafted by C. Mills and e-mail from F. Lame, forwarded by C. Mills, that Gowlings did not have any additional information on the subordination agreement between BNS and GE, related e-mail and telephone discussion with C. Mills that preferable for him to review subordination agreement prior to responding to the issue of funds on deposit being property seizable by Receiver; C. Mills stating that he wanted to respond that property was insured and was being marketed, and A. Makovskis stating that he should respond to the two items queried by Harrison Pensa with comment that issue of funds on deposit still was under review; Various e-mails with P. Florence and G. Prince regarding rack rates charged by competitors in immediate geographical area and telephone discussion with P. Florence that Expedia, at least, had link to 50% of posted rates which local Howard Johnson was charging; Exchange of e-mails with J. Marin that nothing had been heard from Gowlings on draft asset purchase agreement; Telephone discussion with G. Prince on status of review of asset purchase agreement by Gowlings and inability to locate subordination agreement between GE and BNS, and rack rates charged by competitors; Review exchange of e-mails between C. Mills and G. Prince regarding status of appearance before Justice Morawetz by legal counsel for Sobermans; Review correspondence from C. Mills to Melinda Vine of Harrison Pensa that property was being advertised for sale by CBRE and that it was insured; Review e-mail from G. Prince to Gowlings requesting comments on draft asset purchase agreement and copy of subordination agreement between GE and BNS; Review past due notice on amounts owed to Ramada International received from P. Florence;</p>
	12/23/2010	2.5	<p>Review notes on draft flash report from G. Prince, incorporate in report, and distribute to GE, Gowlings and Miller Thomson; Review e-mail from Melinda Vine of Harrison Pensa, forwarded by C. Mills requesting sales process order and current listing price, forward to G. Prince with query regarding any listing agreement and listing price, review response from G. Prince that there was no listing price and contract between debtor and CBRE continued by Receiver, and e-mail to C. Mills that there was no listing price with market to dictate price that any purchaser was willing to offer and agreement by debtor with CBRE continued with copy in possession of CBRE, and forwarding copies of flyer and confidentiality agreement being distributed by CBRE; Review e-mail from S. Segal summarizing her telephone discussion with principal on progress with sales process; Exchange of e-mails with C. Mills on status of 2 parties contacting Sobermans prior to Receivership and A. Makovskis to check with CB Richard Ellis regarding its contacting the 2 parties;</p>

* Staff	Date	Hours	Memo
	12/24/2010	2.5	<p>Telephone discussion with G. Prince on items in progress; Premises' visit; Telephone discussion with J. Marin that purchasers will complete schedules to asset purchase agreement based on their due diligence; Review revised version of asset purchase agreement received from J. Marin; Forward asset purchase agreement to S. Segal with comment that the majority of the schedules to the agreement have been intentionally left blank for the purchaser to complete based on related information available in CBRE data room and depending on what items the purchaser wishes to assume as part of their purchase transaction;</p> <p>Review, approve and sign cheques for Receiver disbursements; Discussion with P. Florence on agreement postponing position of BNS to GE and review related e-mail from J. Reimche on November 19, 2010 with copy of postponement letter and related PPSA financing statement, forwarded by P. Florence; Forward e-mail from P. Florence, with e-mail and attachments from J. Reimche on November 19, 2010 to C. Mills, with copies to Gowlings, with comment that there may not be any other agreement but requesting Gowlings to review their files; Review e-mail from C. Alam querying whether there was an issue on the BNS postponement documents, review response from G. Prince, and e-mail to C. Alam with background on funds being held by BNS and previous request for review of Gowlings' files; Forward correspondence from Ramada International regarding overdue balance to David Cattugno with copies to Marcus Banks, Mark Young, Phil Carandang, Mario Forte, Craig Mills, Joe Marin, Greg Prince and Pamela Florence, with request to inform individual that sent past due notice of Receivership and any proposed action being stayed under Appointment Order, and that C. Mills would be responding to items discussed in telephone conference on December 8, 2010; E-mail to J. Marin providing background to individuals copied in e-mail with correspondence from Ramada International regarding overdue balance;</p>
	12/29/2010	1.5	<p>Review participant activity report to December 29, 2010 received from S. Segal; E-mail to S. Segal querying whether 2 parties referred by Soberman had been contacted, review her response that she did not have Domenic Presta's e-mail address, look up D. Presta's e-mail address on Internet and forward to S. Segal, and review e-mail from S. Segal that fier had been sent to D. Presta, Exchange of e-mails, and telephone discussion, with S. Segal regarding CBRE accepting all offers as submitted, although draft format provided on December 24, 2010 was preferable, with PwCI to review for required clauses relating to "as is, where is" and no warranties relating to purchased assets, as examples; Commence review of draft of property condition report received from Stantec;</p>
GOUD STEWART (CA056248)	12/3/2010	6.5	<p>Install Quickbooks on Ramada system. Worked with R. Tudor to setup email account and register Quickbooks. Attempted to recover admin password with Intuit support. Placed order with Intuit to recover password after all attempts with their tools failed.</p>
DHARSSI ADIL (CA025035)	11/17/2010	2.0	<p>Download recovered file from Intuit, burn to CD. Take to client site and copy data to client system. Set up IDs in software, test access.</p> <p>Providing assistance with copying, converting, and opening new data set from USB device.</p> <p>Overview of forensic preservation and discussions with staff re: procedures.</p>
	12/8/2010	1.0	
	12/10/2010	0.5	

* Staff	Date	Hours	Memo
CECCHI JODI (CA060861)	11/19/2010 11/23/2010	1.0 1.5	Review of preservation memo for file. Edits to FTS memo and process for extracting off-site email
CRITTENDEN LEONORA (CA062724)	11/18/2010	0.3	Research on PPSA Ontario report on Lamco Investments for Nathaly Labbe/Jonathan Reimche.
PRINCE GREG (CA065586)	11/24/2010	0.5	Picking up documents from printing. Assisting A. Boulding re mailing.
	11/11/2010	0.7	Call with GE - Chris Rankin. Calls with Gowlings - Lamie and Abbott. Calls with J. Reimche.
	11/12/2010	0.5	Various emails re: new engagement for GE Capital.
	11/14/2010	1.0	Review Proposal Trustee materials and Oct. 12 GE motion. Conf. call with Miller Thomson and J. Reimche.
	11/15/2010	2.8	Meet with Miller Thomson. Review motion material of debtor and Proposal Trustee's reports. Discussions with Neil Abbott of Gowlings. Prepare for and attend at Court with respect to motion of Lamco for extension of NOI stay period and appointment of Soberman as receiver and GE motion for appointment of PwC as Receiver of Lamco. Numerous calls and emails to and from PwC staff attending in London at Ramada hotel site. Emails and tcalls with CBRE. Emails to and from Gowlings and Miller Thomson.
	11/15/2010	2.5	Waiting at Court (reduced rate charge).
	11/16/2010	2.8	Numerous calls and emails with PwC staff. Conference call with GE and its counsel. Meeting with CBRE.
	11/17/2010	1.4	Email to GE and counsel re: meeting with CBRE. Discussions Chris Alam. Numerous calls and emails to and from PwC staff re: various matters including staffing, cash flows, liquor license application, leased assets, etc... Email to CBRE. Review CBRE data room information request list.
	11/18/2010	1.5	Numerous emails to and from PwC staff re: operational matters. Review real estate appraisals. Emails to and from Soberman re: land titles charge. Emails to and from GE Capital. Conf. call with property manager - T. Cohen. Vmail to and email to Ramada re: receivership of Lamco and go forward plans of the receiver. Review various operational matters with staff.

Staff	Date	Hours	Memo
	11/19/2010	3.2	Tcalls (two) with Hans Rizari of Soberman re: proposal status and potential purchasers and sale process. Emails to GE, Gowlings and Miller Thomson re: filing of proposal. Review Morawetz J's endorsement of Nov. 15 re: status of debtor's motion. Numerous discussions with Aldis Makovskis and Jon Reimche re: operational issues. Emails and messages to and from CBRE. Emails to and from GE re: sale process. Review and approve various expenditures re: operational matters. Tcalls AGCO re: liquor license application. Review revisions to liquor license application requested by AGCO.
	11/20/2010	0.8	Call Craig Mills re: sale process. Review proposal filed by Soberman. Review CBRE letter of engagement. Email to GE, Gowlings and Miller Thomson. Review email from KPMG. Email to Soberman re: obtaining expressions of interest. Review reporting template email.
	11/21/2010	0.7	Email from Neil Abbott to counsel for debtor et al re: filing of a proposal after receivership order granted. Emails to and from A. Makovskis. Emails to and from J. Reimche re: cash flow forecast. Review CFF and comments / questions to Reimche thereon.
	11/22/2010	0.8	Email from Trustee re: interested parties. Review expressions of interest. Email to GE and counsel for GE and Receiver re: expressions of interest. Emails and tcalls with CBRE. Tcall with U.S. legal counsel for Ramada. Email exchange with Ramada U.S. legal counsel. Source and review background financial information on property, historical results and financial statements. Emails to and from and tcall with KPMG.
	11/23/2010	1.1	Meet Alam Pirani - Colliers. Emails to and from CBRE. Review sale process. Discussions with Wong, Reimche and Makovskis re: weekly reporting and transition of file management to Makovskis.
	11/24/2010	1.8	Review draft S245 Notice and S246(1) report of the Receiver. Attend at hotel. Meeting with staff. Payment Tech issue with P. Florence. J. Wong / Reimche re: reporting requirements. Email to GE and counsel re: sale process.
	11/25/2010	0.9	Review and sign final S245/246(1) notice/report of the Receiver.
	11/26/2010	0.8	Numerous calls and emails with CBRE re: sale process, timeline, requirements and changes needed. Call with GE re: sale process needs.
	11/29/2010	0.9	Review reporting. Review R&D. Calls with CBRE. Calls to and from interested parties.
	11/30/2010	0.6	Review reporting template. Emails to and from Craig Mills. Email to and from Pam Florence. Emails to and from CBRE. Discussions with J. Reimche. Review R&D.
	12/1/2010	0.3	Email to and from Ramada U.S. counsel and Mario Forte. Emails to and from Makovskis. Various emails to and from CBRE. Emails to and from Aldis Makovskis. Review reporting template and R&D. Discussions with Reimche and Jennifer Wong. Follow up re. insurance.
	12/2/2010	0.5	Review, revise and edit Confidentiality agreement. Numerous emails and tcalls with Makovskis and C. Mills. Review and edit sales material. Discussions with CBRE Hotels. Emails, tcalls with S. Segal - CBRE. Review flash report.

* Staff	Date	Hours	Memo
	12/3/2010	0.4	Emails to and from C. Mills re: C.A. and proposal status. Emails to and from A. Makovskis. Emails to and from S. Segal (CBRE). Email P. Florence re: cash flow forecast and timing of payments.
	12/4/2010	0.1	Review forecast cash flows. EMails to and from A. Makovskis.
	12/6/2010	0.3	Discuss advertisement with CBRE.
	12/7/2010	0.5	Review CBRE update. Review draft report to GE re: progress and status of Receivership of Lamco. Calls with CBRE.
	12/8/2010	0.4	Review, revise, edit and finalize report to GE.
	12/9/2010	0.2	Finalize Globe and Mail advertisement.
	12/10/2010	0.3	Calls with Aldis Makovskis.
	12/13/2010	0.4	Discussions with CBRE. Discussions with Makovskis re: operations at Hotel, cash flow and reporting to GE.
	12/14/2010	0.4	Numerous icalls and emails with Aldis Makovskis. Review revised and updated cash flow forecast. Review feedback from call with Ramada International.
	12/15/2010	0.3	Review, revise and edit report to GE.
	12/16/2010	0.4	Discussions with Aldis Makovskis. Review numerous emails re: sale process. Review report to GE.
	12/17/2010	0.1	Discussion with CBRE.
	12/22/2010	0.3	Review Flash Report. Comments to Aldis. Emails to Gowlings. Emails to and from Craig Mills and A. Makovskis re: bankruptcy proceedings. Emails Makovskis re: room pricing.
	12/24/2010	0.3	Emails to and from Makovskis and Miller Thomson.
VAKOF PETER (CA084180)	11/22/2010	0.3	Staff oversight
TOTAL		601.4	

Expenses - C001

Client Job Show to date	General Electric Canada Real Estate Finance Inc. GE re LAMCO - Receiver 12/31/2010	60123522 C001			
* Staff Code	Staff Code	Exp Date	Exp Amt	Exp Desc	Exp. Code Description
MAKOVSKIS ALDIS	CA024082	11/18/2010 11/19/2010 11/19/2010	18.58 10.76 104.87	One-half of luncheon; One-half of luncheon; One-half of travel from Kitchener to London on Nov 18 and 19/10;	Per Diems or Meals Per Diems or Meals Mileage Reimbursement
		11/23/2010 11/26/2010	20.12 158.04	One-half of luncheon; One-half of travel from Kitchener to London during week ended Nov 26/10;	Per Diems or Meals Mileage Reimbursement
		12/1/2010	44.90	One-half of accommodations;	Hotel /Accommodation
		12/1/2010	9.78	One-half of luncheon;	Per Diems or Meals
		12/1/2010	53.68	One-half of travel from Kitchener to London;	Mileage Reimbursement
		12/2/2010	25.35	One-half of travel from Kitchener to London;	Per Diems or Meals
		12/9/2010	9.05	One-half of luncheon;	Hotel /Accommodation
		12/10/2010	32.79	One-half of accommodations;	Per Diems or Meals
		12/10/2010	8.80	One-half of luncheon;	Mileage Reimbursement
		12/10/2010	47.71	One-half of travel from Kitchener to London;	Per Diems or Meals
		12/13/2010	6.15	One-third of luncheon;	Hotel /Accommodation
		12/14/2010	32.79	One-half of accommodations;	Per Diems or Meals
		12/14/2010	10.27	One-half of luncheon;	Mileage Reimbursement
		12/14/2010	35.78	One-third of travel from Kitchener to London;	
REIMCHE JONATHAN	CA012196	11/15/2010 11/15/2010	9.95 89.79	Lunch while working at client site. Hotel stay while working on client site in London Nov 15- Nov 16.	Client Entertainment Hotel /Accommodation
		11/15/2010	68.56	Dinner with Wayne Yau of PWC while working in London at client site Robert GE	Client Entertainment
		11/23/2010	89.79	Hotel stay while working at client site in London, Nov 23 -24.	Hotel /Accommodation
		11/23/2010	32.95	Hotel stay while working at client site in London, Nov 23 -24.	Per Diems or Meals

Client	General Electric Canada Real Estate Finance Inc.
Job	GE re LAMCO - Receiver
Show to date	12/31/2010
	60123522
	C001

* Staff	Staff Code	Exp Date	Exp Amt	Exp Desc	Exp. Code Description
WONG JENNIFER	CA014268	11/16/2010	95.42	Mileage for the week of Nov 16th = Distance from home to company's head office - distance from home to office x 2 ways x 4 days = 25km - 1km = 24km x 2 x 4 = 192 Mileage to visit the company's store vehicle = Distance from company's head office to second company location (vehicle is possessed) = 9km x 2 ways x 2 visits = 36km Dinner for working late (12 billable hours) = 13.79 x 1.13 (HST) + half of tips for delivery = 18.08 (maximum of \$17 claimed)	Mileage Reimbursement
YAO WAYNE	CA021046	11/15/2010	89.79	hotel accommodations in London ON for staying overnight Parking at PwC office in London ON Car Rental for 3 days - 2 days in London and 1 in mississauga gas for trip gas for trip	Hotel /Accommodation
HUNG JANE	CA021432	11/22/2010 11/23/2010 11/24/2010 11/25/2010 11/26/2010 11/29/2010 11/30/2010 12/1/2010	50.20 50.20 50.20 50.20 50.20 50.20 50.20 50.20	drive to/fr london - 1/2 mileage drive to/fr london - 1/2 mileage	Mileage Reimbursement

Client	General Electric Canada Real Estate Finance Inc.	60123522
Job	GE re LAMCO - Receiver	C001
Show to date	12/31/2010	

* Staff	Staff Code	Exp Date	Exp Amt	Exp Desc	Exp. Code Description
					Mileage Reimbursement
		11/16/2010	100.39	Drive to/lr london	
		11/17/2010	100.39	Drive to/lr london	
		11/18/2010	100.39	Drive to/lr london	
		11/19/2010	100.39	Drive to/lr london	
		12/31/2010	6,250.00	5% of Net Fees \$125,000.00	
Administration Fees					
TOTAL:			8,700.45		

EXHIBIT C

Exhibit "C"

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)
IN THE MATTER OF THE RECEIVERSHIP OF

LAMCO INVESTMENTS LTD

TIME SUMMARY

Time summary and applicable standard rates

<u>Staff Member</u>	<u>Number of Hours</u>	<u>Hourly Rate</u>	<u>Amount \$</u>
SENIOR VICE PRESIDENT			
G PRINCE	47.5	600.00	28,500.00
P VAKOF	0.3	600.00	180.00
VICE PRESIDENT			
A MAKOVSKIS	155.5	425.00	66,087.50
N LABBE	4.5	425.00	1,912.50
J WILSON	5.0	425.00	2,125.00
T WEAVER	0.1	425.00	42.50
MANAGER			
R REIMCHE	93.4	350.00	32,690.00
J WONG	74.3	350.00	26,005.00
A DHARSSI	4.5	350.00	1,575.00
J CECCHI	0.3	350.00	105.00
S GOUD	8.0	350.00	2,800.00
SENIOR ASSOCIATE			
D SMITH	4.9	250.00	1,225.00
P GUPTA	0.8	250.00	200.00
B DECLARK	22.5	250.00	5,625.00
J HUNG	41.0	250.00	10,250.00
P FLORENCE	419.5	250.00	104,875.00
ASSOCIATE			
W YAO	48.0	210.00	10,080.00
ADMINISTRATOR			
A BOULDING	1.3	150.00	195.00
D YANG	0.8	150.00	120.00
SUPPORT STAFF			
L CRITTENDEN	0.5	110.00	55.00
J BEST	1.3	110.00	143.00
TOTAL	<u>934.0</u>		<u>294,790.50</u>
Less: Courtesy Discount			
			92,368.00
Net Fees			<u>\$ 202,422.50</u>
Average Hourly Amount			
			<u>\$ 216.73</u>

This is Exhibit "C" referred to in the
Affidavit of Tracey Weaver sworn before
me this 25 day of March, 2011.

Heather Janoch
A commissioner, etc.

APPENDIX D

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY
(COMMERCIAL LIST)**

IN THE MATTER OF THE PROPOSAL OF LAMCO INVESTMENTS LTD. A COMPANY
CONTINUED PURSUANT TO THE LAWS OF THE PROVINCE OF ONTARIO WITH A
HEAD OFFICE IN THE CITY OF MISSISSAUGA IN THE PROVINCE OF ONTARIO

**AFFIDAVIT OF CRAIG A. MILLS
(sworn MARCH 28, 2011)**

I, Craig A. Mills, of the City of Toronto, **MAKE OATH AND SAY:**

1. I am a partner of Miller Thomson LLP ("Miller Thomson") and as such have knowledge of matters to which I hereinafter depose. Miller Thomson has acted as counsel to PricewaterhouseCoopers Inc. in its capacity as court appointed receiver (the "Receiver") of Lamco Investments Ltd. ("Lamco") and continues to do so.
2. Miller Thomson has prepared the following Statements of Account in connection with its retainer as counsel for the Receiver with respect to these proceedings:
 - (a) Account dated December 31, 2010, in the amount of \$42,798.73 in respect of the period from November 12, 2010 to December 31, 2010;
 - (b) Account dated January 28, 2011, in the amount of \$3,297.28 in respect of the period from December 31, 2010 to January 20, 2011; and
 - (c) Account dated February 24, 2011 in the amount of \$22,589.56 in respect of the period from January 20, 2011 to February 16, 2011.
3. Attached hereto and marked as Exhibits A, B and C to this my affidavit are copies of the Statements of Account listed at paragraph 2 respectively.
4. The total legal fees and disbursements being claimed by Miller Thomson LLP up to February 16, 2011 date (inclusive of HST) amount to \$68,685.57.

5. I confirm that the accounts described above accurately reflect the services provided by Miller Thomson in this matter and the fees and disbursements claimed by it from November 15, 2010 to February 16, 2011.

6. Attached hereto as Exhibit D is a summary of additional information with respect to Miller Thomson's accounts, indicating all members of Miller Thomson who have worked in this matter, their year of call to the bar, total time charges and hourly rates, and I hereby confirm that this list represents an accurate account of such information.

7. This affidavit is made in support of the Receiver's motion to, *inter alia*, approve the attached accounts of Miller Thomson LLP and the fees and disbursements detailed therein, and for no improper purpose.

SWORN BEFORE ME at the City of
Toronto, on March 28, 2011.

Laura DiPronio
Commissioner for taking affidavits

Laura DiPronio, a Commissioner, etc.,
City of Toronto, for Miller Thomson LLP,
Barristers and Solicitors.
Expires July 9, 2012.

Craig A. Mills

IN THE MATTER OF THE PROPOSAL OF LAMCO INVESTMENTS LTD. A COMPANY CONTINUED PURSUANT TO THE LAWS OF THE PROVINCE OF ONTARIO WITH A HEAD OFFICE IN THE CITY OF MISSISSAUGA IN THE PROVINCE OF ONTARIO

Court File No: CV-11-9055-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE -
COMMERCIAL LIST**

Proceeding commenced at Toronto

**AFFIDAVIT OF CRAIG A. MILLS
(SWORN MARCH 28, 2011)**

MILLER THOMSON LLP
SCOTIA PLAZA
40 KING STREET WEST, SUITE 5800
TORONTO, ON CANADA M5H 3S1

Jeffrey C. Carhart LSUC # 23645M
Tel: 416.595.8615
Craig A. Mills LSUC#: 40947B
Tel: 416.595.8596
Fax: 416.595.8695

Lawyers for PricewaterhouseCoopers Inc.
in its capacity as court appointed receiver
of Lamco Investments Ltd.

ACCOUNT

December 31, 2010

Invoice Number 2164800

PricewaterhouseCoopers Limited
77 King Street West
Suite 1000
Toronto ON M5K 1G8
Canada

Attention: Gregory Prince

This is Exhibit..... A referred to in the
affidavit of CRAIG A. MILLS.....
sworn before me, this 28th.....
day of MARCH 2011.....

Laura D. DiPronio
A COMMISSIONER FOR TAKING AFFIDAVITS

Laura DiPronio, a Commissioner, etc.,
City of Toronto, for Miller Thomson LLP,
Barristers and Solicitors.
Expires July 9, 2012.

**TO PROFESSIONAL SERVICES RENDERED in
connection with the following matter including:**

**Re: Lamco Investments Ltd.
Our File No. 011738.0008**

Date	Initials	Description	Hours
11/12/2010	JCC	Telephone call with Mr. McKenna regarding receivership application and insurance policy issues;	0.40
11/13/2010	JCC	Correspondence with Mr. Mills regarding liquor licence issues; correspondence with Mr. McKenna;	0.40
11/13/2010	CAM	Memos from Mr. Carhart re receivership appointment; review transfer of liquor licence issues;	0.80
11/14/2010	JCC	Review motion material; correspondence with Mr. McKenna, Mr. Reimche, Mr. Prince, Mr. Mills; conference call with Mr. Prince, Mr. Reimche and Mr. Mills;	2.20
11/14/2010	CAM	Conference call with clients re possible appointment; review draft order; memos from Mr. Carhart re liquor licence and other issues;	1.00
11/15/2010	JCC	Meeting with Mr. Prince and Mr. Mills to review motion materials and to discuss motion before Mr. Justice Morawetz; discussion with Mr. Mills;	1.40

Accounts due when rendered. Interest at the rate of .50% per annum will be charged on accounts overdue 30 days or more in accordance with the Solicitors Act. Any disbursements not posted to your account on the date of this account will be billed later.

Date	Initials	Description	Hours
11/15/2010	CAM	Meeting with Mr. Prince and Mr. Carhart re motion to appoint receiver; attend at motion; memos from and to Mr. Prince re status of order; memo to Mr. Abbott re same; call to Mr. Lamie re status of order;	5.50
11/16/2010	JCC	Correspondence with Mr. Prince and Mr. Mills regarding order;	0.40
11/16/2010	JCC	To obtain instructions from client for set up of engagement;	0.20
11/16/2010	CAM	Memo from Mr. Prince re steps taken; memo from Mr. Lamie re status of order; memo to Mr. Abbott re debtor's concerns; call from Mr. Magisano re order; call to Mr. Prince re same; memos from Mr. Prince and Mr. Carhart re order/opposition from debtor; responses to same;	1.20
11/17/2010	JCC	Correspondence with Mr. Prince regarding receivership;	0.30
11/17/2010	CAM	Memo to Mr. Lamie re endorsement; response from Mr. Lamie re same; memo and call from Mr. Magisano re call; memo to Mr. Prince re same; memos from Mr. Prince and Ms. Wong re cheque; review endorsement; memos from Mr. Prince and Mr. Abbott re status of order; memo from Ms. Wong re cheque to Mr. Backhouse;	0.80
11/19/2010	CAM	Memos from Mr. Prince and Mr. Abbott re possible proposal; call from Mr. Prince re sale process;	0.30
11/20/2010	CAM	Review proposal; conference call with Mr. Prince re sales process; review file; memo to Mr. Abbott re same;	1.00
11/21/2010	CAM	Memo from Mr. Abbott re proposal;	0.10
11/22/2010	CAM	Memo from Mr. Magisano re proposal; memos from Mr. Prince re investigations; call with Mr. Prince re same; call to Mr. Magisano re Soberman offers; meeting with Mr. Carhart re sales process; memo to Mr. Prince re call with debtor's counsel; memo to Mr. Prince re proposal;	1.20
11/23/2010	JCC	Correspondence with Mr. Prince and Mr. Mills regarding sales process;	0.80
11/23/2010	CAM	Memo from Mr. Prince re sale process; response to same; review Soberman report re sale process; review cash flow; call from Mr. Reimche re proposal; memo to and from Mr. Magisano re same; meeting with Mr. Carhart re various issues; memo from Mr. Carhart re same; memo from Mr. Prince re same; memo from Mr. Abbott re possible payout;	1.40

Accounts due when rendered. Interest at the rate of .50% per annum will be charged on accounts overdue 30 days or more in accordance with the Solicitors Act. Any disbursements not posted to your account on the date of this account will be billed later.

Date	Initials	Description	Hours
11/24/2010	CAM	Memo from Mr. Prince re status of receivership; call with Mr. Prince re sale process meeting with Mr. Carhart re sale process; memo to Ms. Wong re missing cheque; memo to Mr. Magisano re missing cheque; memo to Mr. Magisano re withdrawing proposal; call with Mr. Prince and Mr. Abbott re possible assignment of debt; memo to Mr. Magisano re same; review letter from Mr. Folkes re debt assignment proposal; memo from Mr. Magisano re standstill; memo to Mr. Prince re same;	1.10
11/25/2010	CAM	Memo from Mr. Prince re statutory notices; Memo from Ms. Wong re Simmons contract; response to same; memo from Mr. Prince re motion; call to Mr. Prince re motion dates;	0.40
11/26/2010	CAM	Prepare notice of motion and draft order; call from Ms. Florence re swimming pool release; memo from Mr. Prince re draft report; review confidentiality agreement; revise same; call with Mr. Prince re motion;	2.25
11/29/2010	CAM	Memo from Mr. Magisano re NSF cheque; memo to Ms. Wong re same; memo to Mr. Magisano re withdrawal of proposal; memo from and to Mr. Backhouse re proposal;	0.30
11/30/2010	CAM	Memo from Mr. Prince re Ramada inquiry; memo from Mr. Prince re confidentiality agreement; response to same; call with Mr. Makovskis re Ramada inquiry; call from Mr. Backhouse re proposal; memo to Mr. Prince re same; memo from Ms. Wong re Simmons contract; response to same; memo from Mr. Reimche re same; memo from Mr. Makovskis re Ramada claim;	0.95
12/01/2010	AK	Attend with Mr. C. Mills re: instructions, review matter;	0.30
12/01/2010	CAM	Meeting with Mr. Kuyntjes re Simmons Canada claim; call from Mr. Backhouse re proposal; memo to Mr. Prince re possible purchaser; call to Mr. Abramowitz re bankruptcy notices; memo from Mr. Prince re confidentiality agreement; memo from Mr. Makovskis re Ramada claim;	0.50
12/01/2010	CC	Log onto Teraview and download Parcel Abstract for 817 Exeter Road; report to C. Mills;	0.10
12/02/2010	AK	Attend with Mr. C. Mills, review searches, draft correspondence;	0.60
12/02/2010	JCC	Correspondence with Mr. Mills regarding form of agreement of purchase and sale;	0.20

Date	Initials	Description	Hours
12/02/2010	CAM	Memos from Mr. Prince re Call for Offers; memo to Mr. Prince and Mr. Makovskis re suggested revisions; memo from Mr. Prince re confidentiality agreement; revise confidentiality agreement; memo from Mr. Makovskis re Call for Offers; call with Mr. Makovskis re Ramada claim; call with Mr. Prince and Mr. Makovskis re confidentiality agreement and definitive agreement; memo to Ms. Segal enclosing confidentiality agreement; review sub search ; prepare draft purchase agreement; call with Mr. Makovskis re sale process; memos with Mr. Carhart re offer process; meeting with Mr. Kuyntjes re Simmons issue;	3.70
12/03/2010	CAM	Call and memo from Mr. Backhouse re withdrawing proposal; call from Mr. Makovskis re confidentiality agreement;	0.20
12/06/2010	CAM	Memo from Mr. Prince re confidentiality agreement; memo from Mr. Prince re expressions of interest; memo from Mr. Makovskis re Ramada call; memos from Mr. Prince and Mr.. Makovskis re Ramada call; review Ramada information; review draft asset purchase agreement;	0.60
12/07/2010	CAM	Call to Mr. Makovskis re Ramada call; review and revise draft agreement; memo to Ramada counsel re conference call;	1.30
12/08/2010	CAM	Meeting with Mr. Marechaux re agreement; memo from Ramada counsel re conference call; review asset purchase agreement; meeting with Mr. Leblanc re asset purchase agreement; memo from Mr. Makovskis re Simmons issue; participate in conference call with Ramada; memo from Mr. Carandang re receiver's agreement;	2.10
12/08/2010	RL	Office conference with Mr. Mills respecting asset purchase; review Mr. Mills' draft purchase agreement and consider amendments;	0.70
12/09/2010	CAM	Review Simmons Canada issue; memo to Mr. Makovskis re same; memo from Mr. Carandang re Ramada statement; memo from Mr. Makovskis re Pacific Signs (address issue); response to same;	1.10
12/09/2010	RL	Draft Lamco purchase agreement for Ramada Hotel;	5.10
12/10/2010	CAM	Review Ramada information; review revised agreement; call to Sobermans re withdrawing proposal; call from Mr. Lamie re BNS issue; memo from Mr. Makovskis re Ramada fees; brief review of disclosure document; call from Mr. Leblanc re APA; review and revise same; memo to Mr. Makovskis re BNS issue;	1.20
12/10/2010	RL	Phone conference with Mr. Mills respecting asset purchase agreement;	0.30

Accounts due when rendered. Interest at the rate of .50% per annum will be charged on accounts overdue 30 days or more in accordance with the Solicitors Act. Any disbursements not posted to your account on the date of this account will be billed later.

Date	Initials	Description	Hours
12/10/2010	DR	PPSA search summary;	0.20
12/13/2010	JCC	Discussion with Mr. Mills regarding Ramada franchise agreement;	0.30
12/13/2010	CAM	Memo to Mr. Catuogno re Receiver information; meeting with Mr. Carhart re status; review PPSA summary; review Ramada receiver's agreement;	0.30
12/13/2010	DR	PPSA Search Summaries;	0.72
12/14/2010	CAM	Meetings with Mr. Marin re various issues;	0.75
12/14/2010	JM	Review of various issues with Craig Mills regarding proposal trustee and receivership sales processes/Receiver's Assumption Agreement requested by Ramada International;	0.75
12/15/2010	CAM	Call from Mr. Rizarri re bankruptcy status; Letter from Ms. Vine re BNS position; memo to Mr. Makovskis re proposal issue; review comments on APA; review employee issue; review Ramada materials; memo to Mr. Lamie re BNS postponement agreement;	2.70
12/16/2010	CAM	Call from Mr. Rizarri re proposal and bankruptcy issues; meeting with Mr. Marin re draft agreement and various issues; call with Mr. Makovskis re various issues; memo from Mr. Makovskis re Ambiance offer; review and revise asset purchase agreement;	3.00
12/16/2010	JM	Review with Craig Mills of draft Agreement of Purchase and Sale for circulation to prospective purchasers of hotel property; telephone conference (with Craig Mills) to Aldis Makovskis, PwC to discuss various issues in receivership proceedings (Ramada International/Agreement of Purchase and Sale); review of revised Agreement of Purchase and Sale circulated to PwC for comment; review of responsive comments received from Aldis Makovskis;	3.10
12/17/2010	CAM	Meeting with Mr. Marin re proposal trustee offer; memo to Mr. Makovskis re Soberman offer; call from Mr. Makovskis re same;	0.50
12/17/2010	JM	Revisions to draft Agreement of Purchase and Sale to incorporate amendments discussed with Aldis Makovskis, PwC; circulation of revised agreement with commentary to Aldis Makovskis; review of proposed PwC revisions to Agreement of Purchase and Sale; further revisions to and circulation of Agreement of Purchase and Sale to counsel for General Electric Canada Real Estate Finance Ltd. for comment; review with Craig Mills of offers submitted in proposal sales proceeding;	3.30

Accounts due when rendered. Interest at the rate of .50% per annum will be charged on accounts overdue 30 days or more in accordance with the Solicitors Act. Any disbursements not posted to your account on the date of this account will be billed later.

Date	Initials	Description	Hours
12/20/2010	CAM	Memo to Mr. Lamie re postponement agreement;	0.10
12/21/2010	CAM	Memo from Mr. Prince re Sobeman mortgage; response to same; memos from and to Mr. Prince and Mr. Makovskis re proposal; review BNS notice of appearance; revise letter to BNS; letter to Mr. Makovskis re same;	0.70
12/22/2010	CAM	Memo from Mr. Makovskis re BNS letter; memo from Mr. Lamie re postponement; call from Mr. Wolpert re chambers appointment; memo from Mr. Prince re same; memo from Mr. Makovskis re Scotia letter; revise letter to Ms. Vine re same; memo from Mr. Prince re APA and GE security documents;	0.70
12/22/2010	JM	Review with Aldis Makovskis/Gregory Prince, PwC of status of comments received on draft Agreement of Purchase and Sale circulated December 17/security review to be conducted with respect to the security of General Electric Canada Real Estate Finance Inc.	0.40
12/23/2010	CAM	Memo from Ms. Vine re sale order; response to same; review Flash report; memo to Mr. Makovskis re listing; meeting with Mr. Marin re liquor licence; memo to Mr. Abramovitz re chambers appointment; memos to Mr. Makovskis re Euromart offer; response from Mr. Makovskis;	0.60
12/23/2010	JM	Telephone call/e-mail from Christopher Alam, Gowlings, with comments on draft Asset Purchase Agreement circulated for comment on December 17; review of proposed revisions to Asset Purchase Agreement with Aldis Makovskis, PwC;	0.50
12/24/2010	JM	Revisions to draft Asset Purchase Agreement to incorporate comments received from counsel for General Electric Canada Real Estate Finance Inc.; circulation of revised Asset Purchase Agreement for comment; review with Aldis Makovskis, PwC, of draft Asset Purchase Agreement/delivery of draft to CB Ellis for circulation to prospective purchasers/status of hotel operations/completion of APA Schedules by prospective bidders; review with Aldis Makovskis of status of past due charges due by Lamco Investments Ltd. to Ramada International;	1.60
12/31/2010	CAM	Memo from Mr. Prince re proposal; response to same;	0.05
TOTAL HOURS			62.67
OUR FEE:			\$37,786.15

Accounts due when rendered. Interest at the rate of .50% per annum will be charged on accounts overdue 30 days or more in accordance with the Solicitors Act. Any disbursements not posted to your account on the date of this account will be billed later.

	Initials	Name	Title	Rate	Hours	Amount
0742	CAM	C. Mills	Partner	565.00	38.40	21,696.00
0615	JCC	J. Carhart	Partner	760.00	6.60	5,016.00
0848	JM	J. Marin	Partner	725.00	9.65	6,996.25
0790	RL	R. Leblanc	Partner	590.00	6.10	3,599.00
0494	AK	A. Kuyntjes	Associate	310.00	0.90	279.00
1746	CC	C. Cameron	Clerk	205.00	0.10	20.50
2257	DR	David Reynolds	Student	195.00	0.92	179.40

TAXABLE DISBURSEMENTS

Copywork	22.30
Long Distance Telephone	27.83
Fax	0.50
Land Registry Office Searches	34.00
Copywork - Scanned Copies	4.20
TOTAL TAXABLE	88.83
	\$88.83

TOTAL FEES AND DISBURSEMENTS: **\$37,874.98**

Harmonized Sales Tax (R119440766)

On Fees	\$4,912.20
On Disbursements	\$11.55

TOTAL AMOUNT DUE: **\$42,798.73**

E.&O.E.

Accounts due when rendered. Interest at the rate of .50% per annum will be charged on accounts overdue 30 days or more in accordance with the Solicitors Act. Any disbursements not posted to your account on the date of this account will be billed later.



MILLER THOMSON LLP
MILLERTHOMSON.COM

SCOTIA PLAZA + 40 KING STREET WEST, SUITE 5800
P.O. BOX 1011 + TORONTO, ON + M5H 3S1 + CANADA

T 416.595.8500
F 416.595.8695

December 31, 2010

Invoice Number 2164800

PricewaterhouseCoopers Limited
77 King Street West
Suite 1000
Toronto ON M5K 1G8
Canada

Attention: Gregory Prince

Re: **Lamco Investments Ltd.**

ACCOUNT SUMMARY AND REMITTANCE FORM

FEES:	\$37,786.15
DISBURSEMENTS:	\$88.83
TAX ON FEES:	\$4,912.20
TAX ON DISBURSEMENTS:	\$11.55
TOTAL AMOUNT DUE:	<u>\$42,798.73</u>

Reference No. 011738.0008

5654670.1

Please return the Account Summary and Remittance Form with Payment
Terms: Accounts due when rendered. Interest at the rate of .50% per annum will be charged on
accounts overdue 30 days or more in accordance with the Solicitors Act. Any disbursements not
posted to your account on the date of this account will be billed later.

ACCOUNT

January 28, 2011

Invoice Number 2171564

PricewaterhouseCoopers Limited
77 King Street West
Suite 1000
Toronto ON M5K 1G8
Canada

Attention: Attn: Gregory Prince

This is Exhibit..... B..... referred to in the
affidavit of..... CRAIG MILLS.....
sworn before me, this..... 28th.....
day of..... MARCH..... 20.11.....

Laura DiPronio
A COMMISSIONER FOR TAKING AFFIDAVITS

Laura DiPronio, a Commissioner, etc.,
City of Toronto, for Miller Thomson LLP,
Barristers and Solicitors.
Expires July 9, 2012.

**TO PROFESSIONAL SERVICES RENDERED in
connection with the following matter including:**

**Re: Lamco Investments Ltd.
Our File No. 011738.0008**

Date	Initials	Description	Hours
12/31/2010	JM	Review with Aldis Makovskis, PwC, of status of Proposal Trustee Court appearance on December 29; TC to Mervyn Abramovitz, Kronis Rotsztain, Margles, Cappel, to confirm status of Court attendance on Lamco Investments Inc.;	0.30
01/04/2011	CAM	Memo from Mr. Wolpert re chambers appointment dates; memo from Mr. Abbott and Mr. Prince re appointment; responses to same;	0.20
01/07/2011	CAM	Memo from Mr. Hogan re sale process; response to same; review flash report;	0.40
01/09/2011	CAM	Memo from Mr. Abramovitz re chambers appointment; memos from Mr. Prince and Mr. Makovskis re same;	0.10
01/11/2011	CAM	Memo from Mr. Makovskis re Scotia request; memo from Mr. Abramovitz re chambers appointment;	0.20
01/14/2011	CAM	Memo from Mr. Hogan re BNS inquiry;	0.10

Accounts due when rendered. Interest at the rate of .50% per annum will be charged on accounts overdue 30 days or more in accordance with the Solicitors Act. Any disbursements not posted to your account on the date of this account will be billed later.

Date	Initials	Description	Hours
01/17/2011	CAM	Memo from Mr. Makovskis re BNS payment; call to Mr. Abramovitz re conference call; participate in conference call with Lamco and proposal trustee; call from Mr. Makovskis re various issues; call to Mr. Lamie re GE postponement agreement; memo to Mr. Makovskis re same; revise letter to BNS re deposit amount;	0.70
01/18/2011	CAM	Attend chambers appointment; memo to Mr. Makovskis re enclosing endorsement;	1.50
01/19/2011	CAM	Memo to Mr. Rizarri re offer deadline; meeting with Mr. Marin re various issues; revise letter to Mr. Hogan; memo to Mr. Makovskis re same;	0.50
01/20/2011	CAM	Memo from Mr. Makovskis re response to Scotia; call to Mr. Makovskis re offers; memo from Ms. Vine re response; revise letter to Ms. Vine re demand to Scotia; revise memo to Mr. Hogan re sale process; call from Mr. Makovskis re offers;	1.00
TOTAL HOURS			5.00

OUR FEE: **\$2,896.50**

	Initials	Name	Title	Rate	Hours	Amount
0742	CAM	C. Mills	Partner	570.00	4.70	2,679.00
0848	JM	J. Marin	Partner	725.00	0.30	217.50

TAXABLE DISBURSEMENTS

Copywork	13.10
Long Distance Telephone	7.09
Fax	1.25
TOTAL TAXABLE	21.44
	\$21.44

TOTAL FEES AND DISBURSEMENTS: **\$2,917.94**

Harmonized Sales Tax (R119440766)

On Fees	\$376.55
On Disbursements	\$2.79

TOTAL AMOUNT DUE: **\$3,297.28**

E.&O.E.

Accounts due when rendered. Interest at the rate of .50% per annum will be charged on accounts overdue 30 days or more in accordance with the Solicitors Act. Any disbursements not posted to your account on the date of this account will be billed later.



MILLER THOMSON LLP
MILLERTHOMSON.COM

SCOTIA PLAZA + 40 KING STREET WEST, SUITE 5800
P.O. BOX 1011 + TORONTO, ON + M5H 3S1 + CANADA

T 416.595.8500
F 416.595.8695

January 28, 2011

Invoice Number 2171564

PricewaterhouseCoopers Limited
77 King Street West
Suite 1000
Toronto ON M5K 1G8
Canada

Attention: Attn: Gregory Prince

Re: **Lamco Investments Ltd.**

ACCOUNT SUMMARY AND REMITTANCE FORM

FEES:	\$2,896.50
DISBURSEMENTS:	\$21.44
TAX ON FEES:	\$376.55
TAX ON DISBURSEMENTS:	\$2.79
TOTAL AMOUNT DUE:	<u>\$3,297.28</u>

Reference No. 011738.0008

5751066.1

Please return the Account Summary and Remittance Form with Payment
Terms: Accounts due when rendered. Interest at the rate of .50% per annum will be charged on
accounts overdue 30 days or more in accordance with the Solicitors Act. Any disbursements not
posted to your account on the date of this account will be billed later.

ACCOUNT

February 24, 2011

Invoice Number 2178571

PricewaterhouseCoopers Limited
77 King Street West
Royal Trust Tower, Suite 1000
Toronto ON M5K 1G8

Attn: Gregory Prince

This is Exhibit C referred to in the
affidavit of Craig A. Mills
sworn before me, this 28th
day of MARCH 2011


Laura DiPronio
A COMMISSIONER FOR TAKING AFFIDAVITS

Laura DiPronio, a Commissioner, etc.,
City of Toronto, for Miller Thomson LLP,
Barristers and Solicitors.
Expires July 9, 2012.

TO PROFESSIONAL SERVICES RENDERED in
connection with the following matter including:

Re: Lamco Investments Ltd.
Our File No. 011738.0008

Date	Initials	Description	Hours
01/20/2011	JM	Review with Craig Mills of Status of Receiver sales process and offers received by bid deadline;	0.30
01/21/2011	CAM	Call from Mr. Makovskis re offers; memos from Mr. Prince re same; meeting with Mr. Mak re security review; memo from Mr. Hogan re Scotia inquiries;	0.40
01/21/2011	IM	Meeting with Mr. Mills regarding security review; review security documents;	0.40
01/23/2011	IM	Review security and loan agreements; draft security review;	1.25
01/24/2011	SCLC	Obtain Verbal Personal Property Security Act Printout for Lamco Investments Ltd. and provide same to Ian Mak;	0.15
01/24/2011	SCLC	Obtain Verbal Personal Property Security Act Printout for Mohmud Jiwani and provide same to Ian Mak;	0.15
01/24/2011	SCLC	Obtain Verbal Personal Property Security Act Printout for Laila Jiwani and provide same to Ian Mak;	0.15
01/24/2011	SCLC	Obtain Verbal Personal Property Security Act Printout for Ramada Inn London and provide same to Ian Mak;	0.15

Accounts due when rendered. Interest at the rate of .50% per annum will be charged on accounts overdue 30 days or more in accordance with the Solicitors Act. Any disbursements not posted to your account on the date of this account will be billed later.

Date	Initials	Description	Hours
01/24/2011	SCLC	Conduct Personal Property Security Act search against Lamco Investments Ltd. and arrange for PPSA certificate to be delivered to Ian Mak;	0.15
01/24/2011	SCLC	Conduct Personal Property Security Act search against Mohmud Jiwani and arrange for PPSA certificate to be delivered to Ian Mak;	0.15
01/24/2011	SCLC	Conduct Personal Property Security Act search Laila Jiwani and and arrange for PPSA certificate to be delivered to Ian Mak;	0.15
01/24/2011	SCLC	Conduct Personal Property Security Act search against Ramada Inn London and arrange for PPSA certificate to be delivered to Ian Mak;	0.15
01/24/2011	SCLC	Obtain Corporation Profile Report for Lamco Investments Ltd. and provide same to Ian Mak;	0.15
01/24/2011	SCLC	Obtain Certificate of Status for Lamco Investments Ltd. and provide same to Ian Mak;	0.15
01/24/2011	SCLC	Obtain Bank Act certificate for Lamco Investments Ltd. and provide same to Ian Mak;	0.15
01/24/2011	SCLC	Obtain Bank Act certificate for Ramada Inn London and provide same to Ian Mak;	0.15
01/24/2011	CAM	Meeting with Mr. Holmes re security review; brief review of draft security review;	0.20
01/24/2011	IM	Review security and loan agreements; review corporate searches; draft security review opinion; communications with Mr. Holmes regarding security review;	3.75
01/25/2011	RB	Discuss title matters with Mr. Holmes and issue of super priority liens; review title; recommend action; sign onto the Middlesex County Land Registry Office; conduct sub-search of title and search of adjoining lands; review; sign onto Companies Branch (Ontario) and (Canada); conduct corporate existence searches; review; e-mail to corporate clerk to conduct further corporate existence searches; report to Mr. Holmes;	1.10
01/25/2011	CAM	Meeting with Mr. Marin re status; meeting with Mr. Mak re security review; memo from Mr. Makovskis re contracts;	0.40
01/25/2011	IM	Review and amend security review opinion; communications with Mr. Mills regarding the above; communications with Mr. Holmes regarding security review; review corporate and PPSA searches; update security review opinion;	2.10

Accounts due when rendered. Interest at the rate of .50% per annum will be charged on accounts overdue 30 days or more in accordance with the Solicitors Act. Any disbursements not posted to your account on the date of this account will be billed later.

Date	Initials	Description	Hours
01/26/2011	CAM	Review various emails from Mr. Makovskis; call to Mr. Makovskis re same;	0.20
01/26/2011	DH	Review subsearch of title; obtain execution search; review draft security review letter; amend same to incorporate provisions relating to real property security; discuss same with C. Mills and I. Mak; discuss title matters with R. Blundell; review additional title search documentation;	1.90
01/26/2011	JM	Review with Craig Mills of status of sales process and request of Ramada attorneys for updated status on Receiver Agreement;	0.30
01/26/2011	IM	Review various rental equipment agreements; draft and amend security review opinion in connection with equipment rental agreements; review personal property security act provisions; communications with Ms. Hutchison regarding personal property security act; communications with Mr. Holmes regarding security review opinion;	4.35
01/27/2011	JEB	Conference with C. Mills on debtor name error in PPSA registration and case law;	0.20
01/27/2011	CAM	Review memo from Mr. Prince re realization scenarios; memo to Mr. Makovskis re outstanding items; call from Mr. Makovskis re same; prepare letter to Simmons Canada; review security review;	0.80
01/27/2011	DH	Finalise draft security review letter; discuss same with C. Mills;	1.00
01/27/2011	JM	Review with Craig Mills of status of agreements and purchase and sale submitted in sales process and selection process for successful bidder; review of submitted agreements of purchase and sale;	0.30
01/28/2011	CAM	Review offer; various calls with Mr. Makovskis re offer; meeting with Mr. Marin re offers; review and revise security review; memo to Mr. Catuogno re Ramada; meeting with Mr. Mak re Pacific Signs; meeting with Mr. Holmes re permitted encumbrances;	2.75
01/28/2011	IM	Review and amend security review opinion; communications with Mr. Mills regarding security review opinion; review rental agreements; review PPSA;	2.75
01/30/2011	CAM	Review revised security review; memo to Mr. Makovskis re same; revise sale approval order; prepare schedules to APA; memo to Mr. Holmes re real estate issues;	1.30

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Date	Initials	Description	Hours
01/30/2011	JM	Review with Craig Mills of comments on correspondence to Simmons Canada Inc. regarding claim for priority under conditional sales contract;	0.30
01/31/2011	RB	Discuss title and conveyancing issues with Mr. Holmes; recommend action; review Restrictive Covenants and provide assessment;	0.40
01/31/2011	CAM	Review revised permitted encumbrance schedule; meeting with Mr. Holmes re same; memo to Mr. Makovskis re schedules; revise Simmons letter; call from Mr. Forte re Ramada issue; memo from Ramada re motion; memos from Mr. Makovskis re security review and Simmons issue; prepare draft email to Mr. Catuogno re Ramada proposal; call to Mr. Makovskis re various issues; finalize memo to Mr. Catuogno re proposal;	2.40
01/31/2011	DH	Review draft schedule of Permitted Encumbrances to Vesting Order; review extracts of relevant title documents; revise schedule; discuss same with C. Mills; correspondence to C. Mills with copy of revised schedule;	0.60
01/31/2011	JM	Review with Craig Mills of various issues concerning the Lamco receivership, including response to correspondence received from Ramada/acceptance of offer for Lamco hotel facilities;	0.30
02/02/2011	CAM	Memo from Mr. Catuogno re purchaser; memos from Mr. Prince and Mr. Makovskis re same; memo from Ms. Florence re signed APA;	0.30
02/02/2011	JM	Review with Aldis Makovskis and Greg Prince, PwC, of request of purchaser to initiate discussions with Ramada (RWI) for continuation of franchise;	0.30
02/03/2011	CAM	Call from Mr. Makovskis re motion for approval; arrangements for same; call from Simmons re recent letter; memo to Mr. Makovskis re same; memo to Ramada re purchaser; call to Mr. Catuogno re purchaser; memo to Ms. Vine re sale;	0.80
02/03/2011	JM	Review with Craig Mills of closing issues with respect to Ramada affiliation/assignment to the purchaser of the Simmons Canada conditional sales contract;	0.30
02/06/2011	CAM	Prepare notice of motion;	0.50
02/08/2011	CAM	Memo from Mr. Prince re report; review file; call to Mr. Prince re same; call to Mr. Magisano re extension order; memo from Ms. Vine re Scotia payment; response to same; memo to Mr. Abbott re request form; prepare request form; memo to Mr. Makovskis re Bell arrears;	1.00

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Date	Initials	Description	Hours
02/09/2011	JCC	Correspondence with Mr. Mills regarding Bell Canada;	0.20
02/09/2011	CAM	Memos from Mr. Prince re motion and conference call; review draft report; revise notice of motion and draft orders; conference call with Receiver and Mr. Abbott; calls with Mr. Prince re motion; call from court re date; revise request form; memo to Mr. Abbott re same; revise orders; memo to Mr. Holmes re vesting order; memos from Mr. Makovskis re Bell issue and redacted agreement; memo to counsel re motion date;	2.90
02/10/2011	RB	Receive instructions and materials from Mr. Holmes; review schedules to Vesting Order and title materials; update schedule of permitted encumbrances; review and report to Mr. Holmes and recommend action; review title matters with Mr. Holmes; receive instructions; sign onto the Enforcement Office for Middlesex Region; conduct searches of executions; sign onto the Middlesex Region Land Registry Office; conduct sub-search of title; update schedules to Vesting Order; report;	1.10
02/10/2011	CAM	Call with Mr. Holmes re vesting order; Review letter from Ms. Riess re Simmons contract; memo to Mr. Makovskis re proposed letter; meeting with Mr. Holmes re vesting order; memo to Mr. Makovskis enclosing revised vesting order;	0.75
02/11/2011	CAM	Memo from Ms. Vine re Scotia payment; memo to Mr. Prince re report; call from Mr. Prince re report;	0.30
02/12/2011	CAM	Review draft receiver's report; memo to Mr. Prince re same;	0.70
02/13/2011	CAM	Review comments from Mr. Prince re draft order and notice of motion; revise same; memo distributing draft materials;	0.75
02/16/2011	CM	Attend at Commercial List office to file motion record and sealed envelope;	0.50
TOTAL HOURS			41.95

OUR FEE: **\$18,939.00**

	Initials	Name	Title	Rate	Hours	Amount
0742	CAM	C. Mills	Partner	570.00	16.45	9,376.50
0055	JEB	J. Babe	Partner	725.00	0.20	145.00
0615	JCC	J. Carhart	Partner	760.00	0.20	152.00
0848	JM	J. Marin	Partner	760.00	2.10	1,596.00
0841	DH	D. Holmes	Associate	465.00	3.50	1,627.50
1907	IM	I. Mak	Associate	340.00	14.60	4,964.00
0233	CM	C. Martino	Clerk	160.00	0.50	80.00
0204	RB	R. Blundell	Clerk	250.00	2.60	650.00
0241	SCLCS	S. Law Clerk Services	Clerk	180.00	0.60	108.00
0241	SCLCS	S. Law Clerk Services	Clerk	200.00	1.20	240.00

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TAXABLE DISBURSEMENTS

PPSA Search	64.00
Copywork	402.60
Long Distance Telephone	7.62
Visa - Corporate or Securities file S	30.00
Visa Charges - Certificate of Status/	37.00
Fax	1.50
Land Registry Office Searches	326.50
Copywork - Scanned Copies	25.90
TOTAL TAXABLE	895.12
	\$895.12

NON-TAXABLE DISBURSEMENTS

Issue Notice of Motion	177.00
TOTAL NON-TAXABLE	177.00
	\$177.00

TOTAL FEES AND DISBURSEMENTS:

\$20,011.12

Harmonized Sales Tax (R119440766)

On Fees	\$2,462.07
On Disbursements	\$116.37

TOTAL AMOUNT DUE:

\$22,589.56

E.&O.E.

Accounts due when rendered. Interest at the rate of .50% per annum will be charged on accounts overdue 30 days or more in accordance with the Solicitors Act. Any disbursements not posted to your account on the date of this account will be billed later.

February 24, 2011

Invoice Number 2178571

PricewaterhouseCoopers Limited
77 King Street West
Royal Trust Tower, Suite 1000
Toronto ON M5K 1G8

Attn: Gregory Prince

Re: Lamco Investments Ltd.

ACCOUNT SUMMARY AND REMITTANCE FORM

FEES:	\$18,939.00
DISBURSEMENTS:	\$1,072.12
TAX ON FEES:	\$2,462.07
TAX ON DISBURSEMENTS:	\$116.37
TOTAL AMOUNT DUE:	<u>\$22,589.56</u>

Reference No. 011738.0008

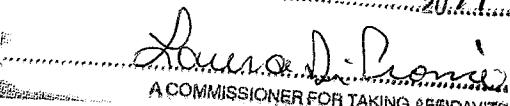
5870914.1

Please return the Account Summary and Remittance Form with Payment
Terms: Accounts due when rendered. Interest at the rate of .50% per annum will be charged on
accounts overdue 30 days or more in accordance with the Solicitors Act. Any disbursements not
posted to your account on the date of this account will be billed later.

Exhibit D

Summary of Lawyers

Lawyer	Year of Call	Hours Billed	Hourly Rate	Total
J. Carhart	1984	6.80	\$760.00	\$5,168.00
C. Mills	1998	59.55	\$570.00	\$33,943.50
J. Marin	1977	12.05	\$760.00	\$9,158.00
J. Babe	1982	0.20	\$725.00	\$145.00
R. Leblanc	1997	6.10	\$590.00	\$3,599.00
A. Kuyntjes	2009	0.90	\$310.00	\$279.00
D. Holmes	2003	3.50	\$465.00	\$1,627.50
I. Mak	2008	14.60	\$340.00	\$4,964.00
C. Martino	Law Clerk	0.50	\$160.00	\$80.00
R. Blundell	Law Clerk	2.60	\$250.00	\$650.00
C. Cameron	Law Clerk	0.10	\$205.00	\$20.50
D. Reynolds	Law Student	0.92	\$195.00	\$179.40
Law Clerk	Law Clerk	1.80	\$200.00	\$360.00
TOTAL				\$60,173.90

This is Exhibit D referred to in the
affidavit of CRAIG A. MILLS
sworn before me, this 28th
day of MARCH, 2011

Laura DiPronio
A COMMISSIONER FOR TAKING AFFIDAVITS

Laura DiPronio, a Commissioner, etc.,
City of Toronto, for Miller Thomson LLP,
Barristers and Solicitors.
Expires July 9, 2012.

IN THE MATTER OF THE PROPOSAL OF LAMCO INVESTMENTS
LTD. A COMPANY CONTINUED PURSUANT TO THE LAWS OF THE
PROVINCE OF ONTARIO WITH A HEAD OFFICE IN THE CITY OF
MISSISSAUGA IN THE PROVINCE OF ONTARIO

Court File No: CV-11-9055-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE -
COMMERCIAL LIST**

Proceeding commenced at Toronto

**AFFIDAVIT OF CRAIG A. MILLS
(SWORN MARCH 28, 2011)**

MILLER THOMSON LLP
SCOTIA PLAZA
40 KING STREET WEST, SUITE 5800
TORONTO, ON CANADA M5H 3S1

Jeffrey C. Carhart LSUC # 23645M
Tel: 416.595.8615
Craig A. Mills LSUC#: 40947B
Tel: 416.595.8596
Fax: 416.595.8695

Lawyers for PricewaterhouseCoopers Inc.
in its capacity as court appointed receiver
of Lamco Investments Ltd.

APPENDIX E

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE PROPOSAL OF
LAMCO INVESTMENTS LTD.
A COMPANY CONTINUED PURSUANT TO
THE LAWS OF THE PROVINCE OF ONTARIO
WITH A HEAD OFFICE IN THE CITY OF MISSISSAUGA
IN THE PROVINCE OF ONTARIO**

**AFFIDAVIT OF EDWARD KHEDIGUIAN
(Sworn October 4, 2010)**

I, EDWARD KHEDIGUIAN, of the City of Toronto, in the Province of Ontario,
MAKE OATH AND SAY:

1. I am the Senior Vice President, Franchise Finance for G.E. Canada Equipment Financing G.P./G.E. Canada SCNC ("GE Capital"), and together with General Electric Canada Real Estate Finance Inc., "GE"). I have principal carriage of the Lamco Investments Ltd. account (the "Lamco Account") and as such have personal knowledge of the matters deposed herein, save and except where stated to be based on information and belief, in which case I do verily believe that information to be true.

2. This Affidavit is made in support of a motion for (a) a declaration terminating the Notice of Intention to Make a Proposal proceedings (the "Proposal Proceedings") initiated by Lamco on August 27, 2010, and (b) an Order appointing Shimmerman Penn Title LLP ("SPT") as the receiver of all of the assets, property and undertaking (the "Property") of Lamco pursuant to section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "BIA") and section 101 of the *Courts of Justice Act*.

3. In preparation of this Affidavit I have reviewed the Motion Record of Lamco dated September 21, 2010, the Affidavit of Altaf Mohamed sworn September 21, 2010 (the "Mohamed Affidavit"), and the Responding Motion Record of Soberman Inc. ("Soberman" or the "Proposal Trustee") and the Proposal Trustee's Report to Court dated September 21, 2010 (the "First Report").

I. BACKGROUND

4. Lamco Investments Ltd. ("Lamco") is an Ontario Corporation with its registered office address as 817 Exeter Road, London, Ontario, N6E 1W1. Attached hereto and marked as **Exhibit "A"** is a copy of a Corporation Profile Report dated September 20, 2010, for Lamco from the Ministry of Government Services.

5. Lamco carries on business as the operator of a Ramada Inn Franchise hotel from the two-story building located on the property bearing municipal address 817 Exeter Road, London, Ontario (the "Hotel Property"). The Hotel Property is part of a franchise network wherein Lamco owns the Hotel Property and hotel building situated thereon. The Hotel Property comprises approximately 5.8 acres, has approximately forty (40) employees, contains 124 customer rooms, several meeting rooms, together with a restaurant, bar, lounge and indoor swimming pool. Ms. Laila Jiwani is the President and sole registered Director of Lamco.

6. GE, the senior secured creditor of Lamco, is seeking the termination of the proposal proceedings and the appointment SPT as the receiver of Lamco because GE has lost all confidence in Lamco and Lamco's current financial circumstances seriously impair its future viability and negatively impact the value of GE's collateral, as is set out in more detail below.

II. GE DEBT AND SECURITY

7. GE is Lamco's largest creditor pursuant to a Loan Agreement dated February 24, 2005 (the "Loan Agreement"), under which GE advanced the principal amount of \$4,200,000 to Lamco (the "Lamco Loan"). A true copy of the Loan Agreement is attached hereto and marked as **Exhibit "B"**.

8. As security for the Lamco Loan, Lamco granted GE security in Lamco in the form of, *inter alia*:

- (a) a Mortgage/Charge of Land registered March 3, 2005 (the "Lamco Charge/Mortgage") in the principal amount of \$4,200,000 over the Property/Premises, a true copy of which is attached hereto as **Exhibit "C"**;
- (b) an Assignment of Rents registered March 3, 2005 (the "Lamco Assignment of Rents"), a true copy of which is attached hereto as **Exhibit "D"**;
- (c) an Assignment of Management and Services Agreements dated February 24, 2005 (the "Lamco Assignment of Services"), a true copy of which is attached as **Exhibit "E"**;
- (d) a General Security Agreement dated February 24, 2005 (the "GSA") creating in favour of GE a first ranking security charge on all of the assets of Lamco, a true copy of which is attached hereto as **Exhibit "F"**;
- (e) an unlimited guarantee dated February 24, 2005, executed by Mr. Mohmud Jiwani and his wife, Mrs. Laila Jiwani, secured, in turn, by the GSA in favour of GE creating a first ranking charge on all of the assets of Lamco (the "Jiwani Guarantee"), a copy of such Jiwani Guarantee being attached hereto as **Exhibit "G"**;

collectively, the "**GE Security**".

9. The Lamco Charge/Mortgage was registered against the Hotel Property on March 3, 2005. A true copy of the Parcel Register for the Hotel Property dated August 18, 2010, is attached hereto and marked as **Exhibit "H"**. Aside from GE, the Bank of Nova Scotia ("BNS") has registered a subordinate security interest in the Hotel Property and the Canada Revenue Agency (the "CRA") has registered a lien against the hotel Property. I am informed by GE's counsel that the Proposal Trustee has also registered a charge against the Hotel Property.

10. A Financing Statement in respect of the GSA was registered on March 3, 2005. A Personal Property Security Registry Search in respect of Lamco with a file currency date of September 20, 2010 is attached hereto and marked as **Exhibit "I"**.

11. Mr. Mohmud Jiwani, one of the guarantors of GE's indebtedness pursuant to the Jiwani Guarantee, disappeared over four (4) years ago. Mr. Jiwani's disappearance is the subject of an ongoing investigation being conducted by the Halton Regional Police according to a newspaper article dated July 12, 2010. Attached hereto and marked as **Exhibit "J"** is a true copy of the newspaper article dated July 12, 2010.

12. GE, BNS and the CRA are the only creditors who have registered financing statements against Lamco. BNS subordinated its security interest in the property to the GE Security which is reflected in the Postponement of Interest attached hereto as **Exhibit "K"** and further memorialized in a letter from BNS' solicitors dated February 25, 2005, which is attached hereto and marked as **Exhibit "L"**. According to BNS, as of August 9, 2010, Lamco is indebted to BNS in the amount of \$250,000 plus interest in the amount of \$462.33, as confirmed in the BNS letter dated August 9, 2010, which is attached hereto and marked as **Exhibit "M"**.

13. The Lamco Loan came due on April 1, 2010.

14. Lamco is in default of its obligations to GE under the GE Security. These defaults include, *inter alia*,

- (a) Failure to make required principal and interest payments on the Lamco Loan; and
- (b) Failure to pay or remit taxes, which has resulted in the CRA registering a lien against the Property in respect of amounts owing under the *Excise Tax Act* (Canada), as reflected on the Parcel Register dated September 20, 2010, a true copy of which is attached hereto and marked as **Exhibit "N"**.

III. GE FORBEARANCE

15. On May 31, 2010, GE agreed to enter into a Forbearance Agreement with Lamco (the "Forbearance Agreement"), a copy of which is attached hereto and marked as **Exhibit "O"**.

16. On July 1, 2010, and August 1, 2010, Lamco defaulted on its payments to GE as required by the Forbearance Agreement. Lamco continues to remain in default of its obligations to GE.

17. GE and Lamco did not enter into any further forbearance agreement or arrangements.

IV. DEMAND AND NOTICE OF INTENTION TO ENFORCE SECURITY

18. By letters dated August 19, 2010 (the "Demand Letters"), GE made demand for immediate repayment of the indebtedness owed by Lamco and Mr. And Mrs. Jiwani. Attached to the Demand Letters were Notices of Intention to Enforce Security pursuant to section 244 of the BIA (the "244 Notices"). Attached hereto as **Exhibit "P"** are copies of the Demand Letters and 244 Notices.

19. Lamco is currently indebted to GE in the approximate amount of \$3,713,881.46 as at August 19, 2010, plus interest and costs after such date (the "Debt"), in respect of the financing extended by GE to Lamco.

V. THE NOI FILING AND GE'S LOSS OF CONFIDENCE IN LAMCO

20. On August 27, 2010, Lamco issued a Notice of Intention to Make a Proposal (the "NOI") pursuant to the BIA. Attached hereto and marked as **Exhibit "Q"** is a true copy of the NOI. Appended to the NOI are lists of Lamco's creditors. According to Lamco, it creditors are owed in the aggregate of approximately \$5,986,048.13 taking into account the \$1.3 Million shareholders loan as outlined in paragraph 5(h) of the First report. Accordingly, Lamco's indebtedness to GE represents more than 62% of Lamco's total debt.

21. Lamco failed to make a proposal within the initial 30-day period within which Lamco was permitted to make a proposal.

22. On September 24, 2010, the initial 30-day period within which Lamco was permitted to make a proposal was extended by Order of the Honourable Mr. Justice Little to the close of business on October 12, 2010. Attached hereto and marked as Exhibit "R" is a true copy of the Order of the Honourable Mr. Justice Little dated September 24, 2010.

23. GE opposes the extension of the Proposal Proceedings beyond October 12, 2010. GE has no confidence in Lamco's ability to put forward a viable or acceptable proposal and will, in any event, vote against any such proposal. For the reasons outlined, *inter alia*, in paragraphs 44 and 45 below, GE seeks a process by which the Hotel Property will be put through a Court-supervised sales process that will result in the greatest realization for all stakeholders.

24. The Mohamed Affidavit incorrectly states the position of GE and is misleading as to the nature and content of the ongoing discussions that GE has had with Lamco and its principals. The Mohamed Affidavit refers to a "dual track strategy" for the re-financing of Lamco and/or the disposition of Lamco assets and the Property. This dual strategy is doomed to failure as it has not produced any concrete results in over eight (8) months from when it was first implemented by Lamco. GE commenced extensive discussions with Lamco regarding the maturity of the Lamco Loan in February 2010. Since that time, there has been discussion of recapitalization. No recapitalization has occurred. GE has provided a significant amount of time for Lamco to explore the dual track strategy. However, there is nothing new or concrete on the horizon which will satisfy GE.

25. Lamco has not acted in good faith in maintaining transparency as to the nature of their operating difficulties, build up of liabilities, prospect of re-financing, or efforts to sell. For example, Lamco has:

- (a) failed to disclose its lending source;
- (b) failed to disclose the name of its lender;
- (c) failed to disclose the terms of its lender;
- (d) repeatedly advised GE that funding was imminent when it was not;

- (e) refused access to GE to determine independently the true financial situation of Lamco;
- (f) filed the NOI without notice to GE; and
- (g) failed to consult with GE on the direction of the Proposal Trustee.

26. For several months prior to the commencement of Lamco's Proposal Proceedings, Lamco assured GE that financing for the repayment of GE was in place and imminently closing. At no time did Lamco advise GE that such financing would fail. Further, at no time did Lamco provide credible explanations for why such financing was not closing. Instead, Lamco provided assurances that all documentation for such financing was complete and provided assurances that funds were in the process of transfer to effect the closing of such financing. No such closing has occurred.

27. Prior to the Proposal Proceedings, Lamco did not advise GE in any whatsoever (a) that its ability to repay its creditors was in question, or (b) that its intention was to sell the Hotel Property.

28. Despite GE's generous forbearance and cooperation in respect of Lamco's payment defaults, Lamco has not put forward substantial details regarding Lamco's intentions or Lamco's ability to put forward a proposal acceptable to GE. Further, Lamco has no binding arrangement for the sale of the Hotel Property. In view of Lamco's lack of progress and tendency toward making misrepresentations to GE and, in some part to the Proposal Trustee (as detailed below), any further delays associated with a potential marketing process led by Lamco and the Proposal Trustee would result in substantial prejudice to GE and Lamco's stakeholders.

29. The statements in paragraphs 21 and 22 of the Mohamed Affidavit are temporary and anecdotal. There is no substantial independent verification of these financial results. The financial results do not support the statement in Lamco's Notice of Motion that Lamco's business has been stabilized. In fact, the Mohamed Affidavit is silent as to whether or not the business has, in fact, been stabilized.

30. If in fact the proposed lender is Axess Development Group Inc. ("Axess"), who appears to manage offshore accounts from the Middle East, GE's experience with Axess is that they have never completed a transaction. GE has had several incidences with other clients and Axess wherein Axess required a large up front fee for a proposal which has stopped any funding from happening. Based on my experience with Axess, I do verily believe that Axess cannot reasonably be considered a realistic alternative to GE. I verily believe that Lamco has natural and reasonable alternatives to Axess including BDC, Meridian, Credit Union Central Ontario, or Roynat. Lamco has not provided any evidence that it has sought alternate sources of financing. GE can only conclude that Lamco's intentions are not to refinance based on its "dual track" strategy.

31. In respect to paragraph 14 of the Mohamed Affidavit, GE agreed to enter into the Forebearance Agreement to accommodate Lamco's required timing to close the loan with Axess on the condition that Lamco initiate alternate discussions with other re-financing sources, referred to above, in order to "hedge their bets" against Axess' ability and willingness to re-finance the Hotel Property. To my knowledge, no alternate discussions have occurred with other financing sources.

32. GE has no confidence in Lamco's management and in Lamco's ability to execute an acceptable proposal providing for the prompt repayment of GE. In respect to paragraph 15 of Mohamed's Affidavit, GE has had conversations with Lamco every second or third day regarding the status of progress, if any, of the transaction presumably with Axess during the forbearance period. GE did not extend the forbearance period because Lamco did not demonstrate any progress toward securing financing from Axess or any efforts whatsoever to source alternate financing.

33. Lamco did not disclose to GE the fact that the CRA issued a lien as evidenced at Exhibit "N", thereby furthering Lamco's continued deception of GE as to the true state of Lamco's finances. Contrary to paragraph 24, no further negotiations have occurred with GE and no legitimate or interim steps have been taken to retire GE's Debt.

34. Contrary to paragraph 7 of the Mohamed Affidavit and sub-paragraph 5(g) of the First Report, I am informed by Mr. Harry Constantinides, a BNS Account Manager, that Lamco has drawn its revolving line of credit with BNS to its limit and BNS will not advance further funds.

35. Lamco appears to be relying on the unlikely, and questionable, projected cash flows of its business in order sustain operations and then refinance or sell the Hotel Property to repay GE, BNS, CRA and other creditors who have gone unpaid. No formal marketing of the Hotel Property has occurred and Lamco and its Proposal Trustee have to date not articulated a viable plan for doing so. Neither Lamco nor the Proposal Trustee has provided a restructuring plan or proposal for expense reduction to GE which contains sufficient evidence that the Hotel Property is being operated in an efficient manner in order to obtain a favourable value upon the disposition of the Hotel Property.

The Proposal Trustee's Report

36. Following a review of the First Report, I note that neither Lamco nor the Proposal Trustee have engaged the services of a reputable real estate broker nor have they commenced a formal marketing process in the thirty eight (38) days since the NOI has been filed.

37. The stabilization of the financial affairs that the Proposal Trustee refers to is questionable. The First Report presents one (1) month of data and four (4) months of projections. Neither an historical nor seasonal review of Lamco's business has been provided in order to substantiate future profitability. Notably, the projections show that expenses are actually increasing which is inconsistent with the Mohamed Affidavit at paragraph 21 which states that cost savings measures have been implemented. In addition, the Proposal Trustee's net cash projections of \$7,000 from the period December 2010 to January 2011 do not reflect a viable business. Instead, Lamco is projected to have a net cash shortfall in January 2011. In view of Lamco's substantial indebtedness to creditors, the financial projections predict continued prejudice to GE and other creditors.

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38. As noted above, Lamco's revolving line of credit with BNS is at its limit and BNS will not advance further funds, which is contrary to both paragraph 7 of the Mohamed Affidavit and sub-paragraph 5(g) of the First Report. This inconsistency reflects the tendency of Lamco to mislead its creditors and now, the Proposal Trustee, to the detriment of GE and its other creditors.

39. In the event that GE is granted the relief requested, SPT will immediately retain the services of a reputable commercial real estate broker to facilitate the sale of the Hotel Property.

40. It is the intention of GE to sell the Hotel Property as a going concern, in order to ensure that jobs are not lost and the goodwill in the asset is not depreciated. The Proposal Trustee has not contacted GE with a view towards negotiating the sale of the Hotel Property or retiring the Debt owed to GE.

41. In view of the lack of financing, GE's loss of confidence in Lamco, the prejudice that GE has sustained and will continue to sustain if the proposal extension is granted, and the Proposal Trustee's apparent conflict of interest, GE's generosity is at an end. Accordingly, GE will not support any further extension of the time for Lamco to make a proposal.

42. Reputation is fundamental to the operation of a hotel. The continuation of the notice period without an actual restructuring proposal risks undermining the value of the Hotel Property as a going concern. Any further delay will further prejudice GE and Lamco's creditors. Therefore, there is a real urgency to market the Hotel Property for sale.

43. The continuation of the Proposal Proceedings can only work to the detriment of creditors and to the detriment of GE. GE, and Lamco's creditors as a whole, would be materially prejudiced if the proposal extension were granted.

44. GE has no confidence in Lamco or Lamco's management. Despite GE's cooperative approach, Lamco has failed to act, and is not acting, in good faith and with due diligence. GE will not accept a proposal made by Lamco. Accordingly, Lamco will not be able

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to make a proposal before the expiration of the proposal period that will be accepted by Lamco's creditors.

45. In view of the lack of financing, the GE Security, the escalation in Lamco's expenses, the size and priority of GE's claim, Lamco's failure to forward a viable proposal, the complete loss of confidence by GE in Lamco and its management, GE's refusal to accept any proposal made by Lamco given the erosion of trust and credibility, there is no prospect that Lamco can make a viable proposal or that it can make a proposal acceptable to its creditors. If Lamco had intended to work with its creditors, including, in particular, GE, it should have acted with dispatch and with due diligence and provided in good faith, and in accordance with its contractual obligations, greater transparency and accurate information at a much earlier stage. Lamco failed to do so, despite GE's repeated requests and Lamco's obligation to deliver the requested information in a timely manner.

46. GE will seek to appoint SPT as the receiver immediately upon the expiry of the proposal period and proceed for the orderly sale of Lamco's business on a going concern to maximize recovery to all creditors with minimal disruption to the business.

VI. CONCLUSION

47. Lamco is insolvent and unable to sustain all of its obligations.

48. GE has provided Lamco with numerous opportunities to meet its obligations. GE is concerned, however, that immediate steps must be taken in order to further the sale of the Property in order to preserve its value.

49. GE is seeking the termination of the Proposal Proceedings and the appointment of SPT as the receiver of all of the assets, property and undertaking of Lamco, including the Hotel Property. Should the appointment of SPT be granted, SPT will deal with the Property in an organized and efficient manner for the benefit of those with a real economic stake in the Property.

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50. GE anticipates that the Hotel Property and all of Lamco's assets and property used by Lamco in connection with the operation of the Hotel Property will be operated under the supervision of SPT or its agent and marketed and sold by SPT *en bloc*.

51. The appointment of SPT as the receiver of the assets and property of Lamco, including the Hotel Property, is necessary to, *inter alia*: (a) commence and complete the marketing and sale of the Property/Premises; (b) operate the business as a going concern until a sale transaction for the sale Lamco's business can be finalized; and (c) conduct the distribution of any surplus proceeds from the sale of the Property.

52. GE anticipates, given the fact that no efforts have been undertaken to market the Hotel Property, SPT's primary role will be to determine what marketing is advisable and to expedite this marketing process. Once the appropriate marketing process has been approved and completed, SPT will return to this Honourable Court seeking the approval of the highest and best offer to purchase the Property.

53. For the reasons set out above, I believe that it is just and equitable and in the interests of Lamco and its stakeholders that SPT is appointed as the receiver in connection with Lamco.

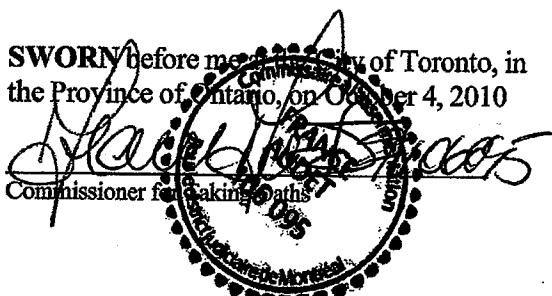
54. SPT has consented to act as receiver if so appointed by this Honourable Court. A copy of SPT's consent to act as receiver will be provided to the Court at the return of GE's motion.

55. I swear this affidavit in support of GE's motion for, among other things, the appointment of SPT as receiver of Lamco and for no other or improper purpose.

SWORN before me in the City of Toronto, in
the Province of Ontario, on October 4, 2010

Commissioner for taking Oaths

EDWARD KHEDIGUAN



IN THE MATTER OF THE PROPOSAL OF LAMCO INVESTMENTS LTD. A
COMPANY CONTINUED PURSUANT TO THE LAWS OF THE PROVINCE OF
ONTARIO WITH A HEAD OFFICE IN THE CITY OF MISSISSAUGA IN THE
PROVINCE OF ONTARIO

Court File No: 31-1175668

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY
(COMMERCIAL LIST)

Proceeding commenced at Toronto

MOTION RECORD

MILLER THOMSON LLP
Scotia Plaza
40 King Street West, Suite 5800
P.O. Box 1011
Toronto, ON Canada M5H 3S1

Jeffrey C. Carhart LSUC# 23645M
Tel: 416.595.8615

Craig A. Mills LSUC#: 40947B
Tel: 416.595.8596
Fax: 416.595.8695

Lawyers for PricewaterhouseCoopers Inc., in its
capacity as court-appointed receiver of Lamco
Investments Ltd.