

C A N A D A

PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL  
No. : 500-11-045763-139

*“Commercial Division”*

SUPERIOR COURT

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IN THE MATTER OF THE NOTICE OF  
INTENTION AND RECEIVERSHIP OF:

IHG HARILELA HOTELS LTD.,

Debtor

-and-

SAMSON BÉLAIR DELOITTE & TOUCHE  
INC.,

Trustee/Receiver/Petitioner

-and-

COMPUTERSHARE TRUST COMPANY OF  
CANADA,

-and-

9303-7026 QUEBEC INC.,

-and-

HSBC BANK CANADA,

-and-

THE LAND REGISTRAR FOR THE LAND  
REGISTRY OFFICE FOR THE  
REGISTRATION DIVISION OF MONTREAL,

-and-

THE REGISTRAR OF THE REGISTER OF  
PERSONAL AND MOVABLE REAL RIGHTS

-and-

COINAMATIC CANADA INC.

-and-

THI HOLDINGS 5 CORPORATION INC.

Mises en cause

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**MOTION SEEKING**

**(i) LEAVE TO SELL SUBSTANTIALLY ALL OF THE DEBTOR'S ASSETS AND (ii)  
THE ISSUANCE OF A VESTING ORDER**

(Section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. (1985) ch. B-3, subparagraph [10.3]  
(o) of the Receivership Order)

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**TO THE HONOURABLE MARTIN CASTONGUAY, S.C.J., OF THE SUPERIOR COURT SITTING IN COMMERCIAL CHAMBER IN AND FOR THE DISTRICT OF MONTREAL, THE RECEIVER/PETITIONER RESPECTFULLY SUBMITS:**

**A. PURPOSE OF THE MOTION**

1. Pursuant to the present Motion, the Receiver will request from this Honourable that it issues an order:
  - a) Authorizing *Samson Bélair Deloitte & Touche Inc.* (hereinafter "**Deloitte**" or the "**Receiver**"), in its capacity as Receiver, to sell the Hotel (as defined hereinafter) and related movable property to *Mise en cause THI Holdings 5 Corporation Inc.* (hereinafter "**THI**"), in accordance with the PSA (as defined hereinafter); and
  - b) Vesting the Property (as defined in the PSA) with THI, free and clear of any encumbrances;
2. The Receiver submits in support of this Motion a draft order which is based on the standard vesting order put forward by the Steering Committee of the Commercial Chamber of the Superior Court (hereinafter the "**Standard Vesting Order**"), as **EXHIBIT R-1** (hereinafter the "**Draft Vesting Order**"). The Receiver also submits in support of this Motion a comparative document outlining the differences between the Draft Vesting Order and the Standard Vesting Order as **EXHIBIT R-2**;

**B. THE PARTIES**

3. The Debtor *IHG Harilela Hotels Ltd.* (hereinafter the "**Debtor**" or "**IHG**") is a company that, until the Receivership Order (as defined hereinafter), was operating a Hilton hotel located at 7880, Chemin de la Côte-de-Liesse, in Montreal, Québec, legal description of which is as follows (hereinafter the "**Hotel**"), as appears from the Court record herein:

*"That certain emplacement situate in the City of Montréal (Borough of Saint-Laurent), Province of Québec, known and designated as being composed as follows:*

*Lot number ONE MILLION FIFTY-FOUR THOUSAND FIVE HUNDRED AND SEVEN (1 054 507) of the Cadastre of Québec, Registration Division of Montréal.*

*Together with the building thereon erected bearing civic number 7880-7900 Côte-de-Liesse, Montréal, Québec H4T 1E7.*

*As the said property now subsists, together with all of its rights, members and appurtenances”*

4. The Hilton branding of the Hotel is pursuant to and in accordance with a “*Franchise License Agreement*” entered into between *HLT Existing Franchise Holding LLC* (hereinafter “*Hilton*”) and the Debtor on September 7, 2001 (hereinafter the “*Hilton Agreement*”);
5. The Mises en cause *Computershare Trust Company of Canada* (hereinafter “*Computershare*”) and *HSBC Bank Canada* (hereinafter “*HSBC*”) are the only creditors having registered security interest against the Hotel and movable assets of the Debtor (hereinafter collectively the “*Secured Creditors*”), as appears from copies of extracts of the *Registre des droits personnels et réels mobiliers* (“*RDPRM*”) and the Land Registry-Registration Division of Montréal filed herewith as **EXHIBIT R-3** (hereinafter collectively the “*Extracts*”);
6. As appears from the Court record herein, and more specifically from the Motion seeking the appointment of the Receiver, the secured claim of Computershare is evidenced by the following documents:
  - a) A *Loan Agreement* entered into on September 21, 2005 between Computershare and the Debtor (hereinafter the “*Loan Agreement*”);
  - b) A *Collateral Mortgage Bond* issued by the Debtor on September 21, 2005 in favour of Computershare in the principal sum of fifteen million dollars (\$15,000,000) (hereinafter the “*Mortgage Bond*”), payable on demand, to secure the Debtor’s obligations under the Loan Agreement;
  - c) A *Deed of Hypothec to Secure Payment of Titles of Indebtedness* (hereinafter the “*Hypothec*”) granted by the Debtor in favour of Computershare, as fondé de pouvoir on behalf of the Bondholders (as defined therein), on September 21, 2005, charging the Debtor's movable and immovable property, corporeal and incorporeal, present and future, directly or indirectly held or enjoyed by the Debtor in connection with the Hotel;
7. On June 4, 2014, the rights, title and interest of Computershare as custodian, agent, bailee and fondé de pouvoir for and on behalf of the registered holders of *Merrill Lynch Financial Assets Inc.*, Commercial Mortgage Pass-Through Certificates, Series 2005 – Canada 17, in and to the Loan Agreement, were sold and assigned to Computershare, as custodian, agent, bailee and fondé de pouvoir for and on behalf of Mise en cause *9303-7026 Québec Inc.* (hereinafter “*9303*”), as appears from a copy of the *Loan Purchase Agreement* filed herewith as **EXHIBIT R-4** (hereinafter the “*LPA*”);
8. Essentially, as a result of the LPA:

- a) Computershare acts as *fondé de pouvoir* of 9303 in respect to the Loan Agreement, the Mortgage Bond and the Hypothec, in accordance with section 2692 of the *Civil Code of Quebec*;
  - b) 9303 is the sole beneficiary of the secured claim resulting from the Loan Agreement and the Mortgage Bond as secured by the Hypothec;
9. The Mise en cause HSBC is a Secured Creditor which holds a security interest in the amount of **\$17,410** over a specific bank account bearing the account number 10001-096575-005 opened in the Debtor's name, as appears from the Extracts;
  10. The Mise en cause *Coinamatic Canada Inc.* (hereinafter "***Coinamatic***") was party to a lease with the Debtor allowing for the latter to use two (2) washers and two (2) dryers, which lease was terminated by the Receiver, in accordance with the Receivership Order, on February 2, 2015, as appears from a copy of the lease and the Notice to terminate same filed herewith as **EXHIBIT R-20**;
  11. Deloitte was first appointed Trustee to the Debtor's NOI and then appointed Receiver to the Debtor's property at the request of Computershare, as appears from the Court record herein and described further hereinafter;
  12. The Mise en cause THI is the proposed purchaser of the Hotel pursuant to the THI Transaction, as more fully detailed hereinafter;

**C. PROCEDURAL CONTEXT**

13. On November 29, 2013, as appears from the Court record herein, the Debtor filed a notice of its intention to submit a proposal to its creditors in accordance with the *Bankruptcy and Insolvency Act*, R.S.C. (1985) ch. B-3, (hereinafter the "***NOI***");
14. Deloitte was appointed trustee to the NOI, as appears from the Court record herein;
15. The delay for the Debtor to submit a proposal to its creditors was extended from time to time until May 27, 2014, as appears from the Court record herein;
16. On May 27, 2014, the Debtor filed with Deloitte the proposal it intended to submit to its creditors, as appears from a copy of such Proposal filed herewith as **EXHIBIT R-5** (hereinafter the "***Proposal***");
17. Essentially, pursuant to the Proposal:
  - a) The Debtor offers to pay **85%** of each proven unsecured claim in full and final settlement of their respective claims; and
  - b) The claims of the Secured Creditors (as defined hereinafter) are unaffected;
18. The offers described in the Proposal were based on the anticipated sale proceeds resulting from the sale of the Hotel. As appears from the statement of affairs which was filed by

the Debtor in support of its Proposal, secured claims amounted approximately to **\$11M**, whereas unsecured claims amounted approximately to **\$7M**. The intent of the Debtor pursuant to the Proposal was to offer the net sale proceeds of the Hotel (net of the secured claims and the professional fees) to the unsecured creditors and the **85%** figure was determined based on the anticipate net proceeds resulting from the sale of the Hotel. The **85%** figure is likely to fluctuate considering the Purchase Price (as defined hereinafter) and may lead to an amendment to the Proposal by the Debtor;

19. The meeting on the Proposal was held on June 6, 2014. Given the uncertainty in respect to the closing of the THI Transaction (as defined hereinafter) and considering that the offer described in the Proposal pertaining to the unsecured creditors was linked to the sale proceeds resulting from the sale of the Hotel, it was decided and approved by the creditors, to postpone the voting on the Proposal. The voting on the Proposal was postponed from time to time until February 27, 2015, as appears from a copy of the minutes of the meetings of creditors that were held in respect to the Proposal filed herewith as **EXHIBIT R-6**;
20. On June 17, 2014, with a view to facilitate the anticipated transfer of the Hotel pursuant to a transaction, this Honourable Court issued an order appointing Deloitte as Receiver, as appears from the Court record herein (hereinafter the **“Receivership Order”**);
21. The Receivership Order provides notably for the following:

*“[10] **AUTHORIZES** the Receiver to exercise the following powers:*

*(o) to petition the Court for the issuance of a vesting order or other orders necessary to convey the Property free and clear of any liens or encumbrances affecting such Property, the whole, in accordance with paragraph [11] of this Order;*

*[11] **ORDERS** the Receiver to petition the Court for authorization to sell all or any part of the Debtor’s Property outside the ordinary course of business, upon finding a purchaser and pursuant to conditions it deems reasonable in the circumstances.*

*[25] **APPROVES** and **AUTHORIZES** the Receiver to continue and complete the sale process as further described in the Motion (the **“Sale Process”**) including by continuing the engagement of Colliers International to assist it in connection therewith, with such engagement to be in accordance with the terms of this Order”*

**D. THE COLLIERS PROCESS AND THE THI TRANSACTION**

22. The Debtor has worked with *Colliers International (Québec) Inc.* (hereinafter **“Colliers”**) to establish the best approach for the solicitation process to be implemented in respect to the Hotel;

23. The Hotel was subject to two (2) solicitation processes since 2011 (hereinafter collectively the “*Colliers Process*”), as more fully detailed hereinafter;
24. The THI Transaction (as defined hereinafter) is a result of the Colliers Process;

**I. THE FIRST SOLICITATION PROCESS**

25. In September of 2011, the Debtor and Colliers entered into an “*Exclusive Authority to Sell Agreement*” pursuant to which, essentially Colliers was given the exclusive mandate to seek offers and implement a solicitation process in respect to, *inter alia*, the Hotel, as appears from a copy of this agreement filed herewith as **EXHIBIT R-7** (hereinafter the “*Colliers Agreement*”);
26. In July of 2011, the value of the Hotel was assessed by Colliers at **\$16,969,000**, as appears from a copy of a document entitled “*Broker’s Opinion of Value & Marketing Proposal*”, prepared and submitted to the Debtor before the Colliers Agreement was entered into, filed herewith as **EXHIBIT R-8** (hereinafter the “*Colliers Assessment*”);
27. Pursuant to the Colliers Assessment, Colliers suggested that the best course of action to maximize the return on the sale of the Hotel was to implement a no list price solicitation process;
28. Colliers has extensive experience in the marketing and the selling of comparable real estate and the Debtor believed that the Colliers Assessment proposed the optimal method to conduct the solicitation process, generate interest in the Hotel and to maximize the realization value of same;
29. Between September of 2011 and January of 2012, Colliers completed its due diligence with a view to put in place a virtual data room (hereinafter the “*VDR*”) which would be used by potential buyers to complete their respective bids for the Hotel;
30. Between January 16 and January 18, 2012, a document entitled “*Acquisition & Redevelopment Opportunity*” was distributed by Colliers to approximately **2,500** companies as appears from a copy of
  - a) Document entitled “*Acquisition & Redevelopment Opportunity*”, filed herewith as **EXHIBIT R-9** (hereinafter the “*First Teaser*”);
  - b) Status report prepared by Colliers dated January 31, 2012, filed herewith as **EXHIBIT R-10** (hereinafter the “*Colliers First Report*”);
  - c) List of the companies who received the First Teaser, filed herewith as **EXHIBIT R-11**;
31. This targeted distribution included hotel private investors, investment companies, opportunity funds and hotel REITs active or seeking a position in Canadian hotel assets,

of which **85%** were based in Canada, **10%** in the USA and **5%** in the rest of the world, as appears from the Colliers First Report;

32. By January 31, 2012, further to the First Teaser, thirty-four (**34**) companies executed a confidentiality agreement giving them access to a *Confidential Memorandum of Information* ("**CIM**") and to the VDR, as appears from the Colliers First Report;
33. In June of 2012, the Debtor and Colliers received the "*Property Improvement Plan*" (hereinafter "**PIP**") from Hilton, which essentially listed what needed to be corrected and/or improved with a view to meet the Hilton standard, the whole in accordance with the Hilton Agreement. This PIP was an essential component for any potential buyer as it could impact the valuation of the Hotel, as appears from a copy of a second report by Colliers dated August 3, 2012 (hereinafter the "**Colliers Second Report**");
34. On July 18, 2012, Colliers informed the potential buyers who had signed a confidentiality agreement and been granted access to the CIM and the VDR (there were forty-three (**43**) by then) that they had until August 2, 2012 to submit a bid in respect to the Hotel, as appears from the Colliers Second Report;
35. On August 2, 2012, Colliers received two (**2**) written offers in respect to the Hotel, as appears from the Colliers Second Report;
36. These offers were deemed insufficient by the Debtor who decided to put the solicitation process on hold until the market presented better opportunities;

## **II. THE SECOND SOLICITATION PROCESS**

37. In March of 2014, the Colliers Agreement was extended until September 30, 2014, as appears from a copy of an "*Extension Agreement*", filed herewith as **EXHIBIT R-12**;
38. By that time, the Debtor was under the NOI process (date of filing : November 29, 2013), was seeking to maximize the realization value of the Hotel and it was decided that the best course of action to achieve this objective was to resume the Colliers Process;
39. An updated version of the First Teaser was prepared by Colliers and the Debtor and on March 19, 2014, was sent to **2,783** companies, making sure that the parties who had signed a confidentiality agreement and been granted access to the CIM and the VDR (there were forty-three (**43**)) within the previous phase of the Colliers Process were informed of the renewed interest of the Debtor to sell the Hotel, as appears from a copy of a third report prepared by Colliers dated April 11, 2014 filed herewith under confidential seal as **EXHIBIT R-13** (hereinafter the "**Colliers Third Report**");
40. By April 11, 2014, forty-two (**42**) potential buyers had signed a confidentiality agreement and been granted access to the CIM and the VDR, as appears from the Colliers Third Report;
41. On April 16, 2014, a memo was distributed to the potential buyers outlining the minimum requirements for their bids, the bid deadline (April 30, 2014) and the standard form that

each bid had to take, as appears from a copy of said memo filed herewith as **EXHIBIT R-14**;

42. On April 30, 2014, Colliers received three (3) offers, copies of which are filed herewith under confidential seal as **EXHIBIT R-15** (hereinafter the “*Offers*”) as well as a copy of the fourth Colliers report filed herewith under confidential seal as **EXHIBIT R-16**;
43. After reviewing the Offers with Colliers, the Debtor and 9303, the Debtor’s main Secured Creditor, the Receiver elected to retain the offer submitted by *Temple Hotels Inc.* (hereinafter “*Temple*”) notably considering that the Purchase Price offered was in the higher range of the Offers received but also because of Temple’s previous dealings with Hilton, which brought an element of comfort in terms of certainty of closing (hereinafter the “*Temple Offer*”);

### **III. THE PSA AND THE THI TRANSACTION**

44. On July 4, 2014, the Receiver and Temple entered into a “*Purchase and Sale Agreement*”, as appears from a copy of same filed herewith under confidential seal as **EXHIBIT R-17** (hereinafter the “*Initial PSA*”), formalizing the transactions contemplated pursuant to the Temple Offer;
45. As appears from amending letters entered into between the Receiver, Temple and its successors, copies of which are filed herewith under confidential seal as **EXHIBIT R-18** (collectively with the Initial PSA, hereinafter the “*PSA*”), the Initial PSA was amended from time to time so to, *inter alia*:
  - a) Allow Temple to complete its due diligence process;
  - b) Allow Hilton and Temple to agree on the continued use of the Hilton branding for the Hotel, as per the Hilton Agreement;
  - c) Extend the closing deadline; and
  - d) Change the identity of the ultimate buyer to THI;
46. Essentially, the transactions contemplated pursuant to the PSA may be summarized as follows (hereinafter the “*THI Transaction*”):
  - a) Temple offers to acquire the Hotel and all related movable assets (defined as Property under the PSA), subject to those adjustments and prorations described in the PSA (hereinafter the “*Purchase Price*”);
  - b) The Receiver agrees to sell the Hotel and all related movable assets (defined as Property under the PSA) for the Purchase Price;
  - c) Temple undertakes to employ the vast majority of the Hotel employees, preserving approximately eighty-five (85) jobs;

- d) The closing deadline is scheduled for January 30, 2015;
- 47. Temple has made the deposit called for under the Temple Offer which is held in trust by the undersigned attorneys;
- 48. The Receiver was informed that Hilton and THI have entered into an agreement pursuant to which, *inter alia*, THI will be able to continue operating the Hotel under the Hilton Banner;
- 49. The only remaining outstanding condition to complete the THI Transaction is the issuance of an order taking the form of the Draft Vesting Order;
- 50. The Receiver supports the THI Transaction as it is satisfied that:
  - a) The Colliers Process properly canvassed the market in respect to the Hotel;
  - b) The THI Transaction represents the best transaction possible under the circumstances;
  - c) The THI Transaction will allow for the continuation of the business related to the operations of the Hotel, preserving approximately eighty-five (85) jobs; and
  - d) It is unlikely that in a context of bankruptcy a transaction offering a better return on the Hotel could be achieved,

the whole as more fully appears from a copy of the Receiver's report filed in support hereto under confidential seal as **EXHIBIT R-19** (hereinafter the "**Receiver's Report**");

**E. CONCLUSIONS SOUGHT**

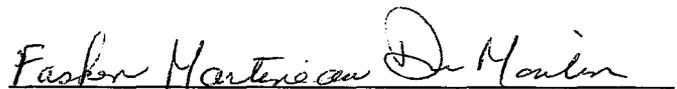
- 51. The Debtor respectfully submits to this Honourable Court that the orders sought pursuant hereto are wholly appropriate as:
  - a) The Hotel was subject to two (2) thorough solicitation processes led by Colliers, which process spanned over a period of more than three (3) years;
  - b) The Colliers Process properly canvassed the market and allowed for a maximization of the realization value of the Hotel;
  - c) The THI Transaction is a result of the Colliers Process;
  - d) Pursuant to the THI Transaction, the going concern of the business related to the Hotel is preserved;
  - e) The Purchase Price payable pursuant to the THI Transaction is in the higher range of purchase price offered for the Hotel within the Colliers Process;
  - f) Hilton has approved the continued operations of the Hotel under the Hilton banner by THI;

- g) 9303, the main secured creditor, supports the THI Transaction;
  - h) The Receiver supports the issuance of an order taking the form of the Draft Vesting Order;
  - i) The THI Transaction offers the most certainty in terms of closing; and
  - j) The closing of the THI Transaction will allow the Debtor to address the interests of its unsecured creditors as per the Proposal;
52. The Secured Creditors and Coinamatic were duly served with the present Motion;
53. Hilton was duly served with the present Motion;
54. The Receiver has requested and received an independent opinion confirming the validity, enforceability and opposability of the Hypothec;
55. The Debtor also seeks an order with respect to **Exhibits R-13, R-15, R-16, R-17, R-18 and R-19** that they be kept confidential and under seal in the Court record until the earlier of a) the closing of the THI Transaction, or b) further order of this Court, the whole by reason of the confidentiality of the THI Transaction documents at the request of the Purchaser;
56. The Debtor respectfully submits that the present Motion should be granted in accordance with the Draft Vesting Order;
57. The present Motion is well founded both in fact and in law.

**WHEREFORE, MAY IT PLEASE THIS HONOURABLE COURT TO:**

- [1] **GRANT** the present "*Motion (i) seeking leave to sell substantially all of the Debtor's assets and (ii) for the issuance of a Vesting Order*" (hereinafter the "**Motion**");
- [2] **ISSUE** an order substantially in the form of the draft order filed in support of the present Motion as **EXHIBIT R-1**;
- [3] **THE WHOLE** without costs, save and except if contested and then, with costs against any contesting parties solidarily.

Montréal, February 2, 2015

  
**FASKEN MARTINEAU DuMOULIN LLP**  
Attorneys for Receiver

## AFFIDAVIT

I, the undersigned, Benoît Clouâtre, CPA, CA, CIRP, having my professional address at 1 Place Ville-Marie, Suite 3000. Montreal, Quebec H3B 4T9, do solemnly declare:

1. I am a duly authorized representative of the Trustee/Receiver/Petitioner Samson Bélair Deloitte & Touche Inc. in the present case;
2. All the facts alleged in the present Motion are true.

AND I HAVE SIGNED:

(S)

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**BENOIT CLOUÂTRE**

Solemnly affirmed before me, in  
Montreal, on February 2, 2015

(S)

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Commissioner of Oaths

**NOTICE OF PRESENTATION**

TO: **Benoît Clouâtre**  
**Samson Bélair Deloitte & Touche**  
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Monitor

TO: **Me Martin Desrosiers**  
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Attorneys for HSBC Bank Canada

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Montréal QC H3B3V2

TO: **Coinamatic Canada inc.**  
4479 Aut. Laval Ouest  
Laval QC H7P 4W6

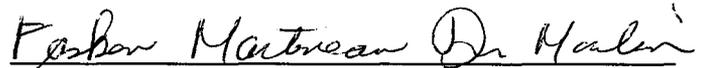
TO: **The Land Registrar for the Land  
Registry Office for the  
Registration Division of Montreal**  
2050, rue De Bleury  
Montréal QC H3A 2J5

TO: **The Registrar of the Register of Personal  
and Movable Real Rights**  
Montreal Courthouse  
1 Notre-Dame St. East  
Montréal QC H2Y 1B6

**TAKE NOTICE** that the present "*Motion seeking (i) leave to sell substantially all of the Debtor's Assets and (ii) the issuance of a Vesting Order*" will be presented for adjudication before Justice Jean-Yves Lalonde of the Superior Court, Commercial Division, sitting in and for the district of Montréal on **February 3, 2015 at 9:00 a.m.** or so soon thereafter as counsel may be heard, in **room 16.12**, of the Montréal Courthouse, located at 1 Notre-Dame Street East, Montreal, Québec, H2Y 1B6.

**DO GOVERN YOURSELVES ACCORDINGLY.**

Montréal, February 2, 2015



**FASKEN MARTINEAU DuMOULIN LLP**

Attorneys for Receiver

CANADA

PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL  
No. : 500-11-045763-139

*“Commercial Division”*

SUPERIOR COURT

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THE REGISTRAR OF THE REGISTER OF  
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THI HOLDINGS 5 CORPORATION INC.

Mises en cause

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## LIST OF EXHIBITS

- EXHIBIT R-1:** Draft Vesting Order.
- EXHIBIT R-2:** Comparative document outlining the differences between the Draft Vesting Order and the Standard Vesting Order.
- EXHIBIT R-3:** *En liasse* - Extracts of the *Registre des droits personnels et réels mobiliers ("RDPRM")* and the Land Registry-Registration Division of Montréal.
- EXHIBIT R-4:** Loan Purchase Agreement dated June 4, 2014
- EXHIBIT R-5:** Proposal dated May 27, 2014.
- EXHIBIT R-6:** Minutes of the meetings of creditors held on June 6, 2014.
- EXHIBIT R-7:** Exclusive Authority to Sell Agreement of September 2011.
- EXHIBIT R-8:** Broker's Opinion of Value & Marketing Proposal of July 2011.
- EXHIBIT R-9:** Acquisition & Redevelopment Opportunity.
- EXHIBIT R-10:** Status report prepared by Colliers dated January 31, 2012.
- EXHIBIT R-11:** List of the companies who received the First Teaser.
- EXHIBIT R-12:** Extension Agreement of March 2014.
- EXHIBIT R-13:** **Under seal** - Third report prepared by Colliers dated April 11, 2014
- EXHIBIT R-14:** Memo dated April 16, 2014.
- EXHIBIT R-15:** **Under seal** - Offers received.
- EXHIBIT R-16:** **Under seal** - Fourth report prepared by Colliers dated April 30, 2014.
- EXHIBIT R-17:** **Under seal** - Purchase and Sale Agreement dated July 4, 2014.
- EXHIBIT R-18:** **Under seal** - Amending letters.
- EXHIBIT R-19:** **Under seal** - Receiver's report.
- EXHIBIT R-20** *Coinamatic Canada Inc.*'s Lease and the Notice to terminate ,

Montréal, February 2, 2015

*Fasken Martineau Du Moulin*

**FASKEN MARTINEAU DuMOULIN LLP**

Attorneys for Receiver

N° : 500-11-045763-139

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PROVINCE OF QUÉBEC  
QUEBEC COURT (Commercial Division)  
DISTRICT OF MONTRÉAL

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**IN THE MATER OF NOTICE OF  
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**COMPUTERSHARE TRUST COMPANY OF  
CANADA ET AL**

**Mises en cause**

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**MOTION SEEKING (i) LEAVE TO SELL  
SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS  
AND (ii) THE ISSUANCE OF A VESTING ORDER  
(Section 243 of the *Bankruptcy and Insolvency Act*,  
R.S.C. (1985) ch. B-3, subparagraph [10.3] (o) of the  
*Receivership Order*), AFFIDAVIT, NOTICE OF  
PRESENTATION, LIST OF EXHIBITS**

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ORIGINAL

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