

Court File No. 31-OR-207257-T

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

THE HONOURABLE MR. ) THURSDAY THE 26<sup>th</sup> DAY  
JUSTICE COLIN L. CAMPBELL ) OF JUNE, 2008

**IN THE MATTER OF THE CONSOLIDATED BANKRUPTCY OF PORTUS ALTERNATIVE ASSET MANAGEMENT INC. AND PORTUS ASSET MANAGEMENT INC.,** both corporations incorporated pursuant to the *Business Corporations Act* (Ontario) with its principal place of business in the City of Toronto, in the Province of Ontario, bankrupts

**ORDER**

**THIS MOTION** made by KPMG Inc. (the "Trustee"), in its capacity as the Trustee of the Consolidated Estate of Portus Alternative Asset Management Inc. ("PAAM") and Portus Asset Management Inc. ("PAM"), bankrupts (the "Consolidated Estate"), for an Order assessing and allowing the fees and disbursements of the Trustee and those of its counsel for the period April 1, 2007 to March 31, 2008 as filed was heard this day at 330 University Ave., in the City of Toronto.

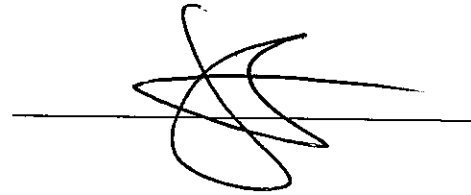
**UPON READING** the Affidavit of Robert M. Rusko to be sworn on June 24, 2008, the Affidavit of James H. Grout sworn June 16, 2008, the Affidavit of Michael Nicholas sworn June 23, 2008, Report #B2 of the Independent Counsel dated June 23, 2008 and upon hearing the submissions of counsel for the Trustee, the Independent Counsel and counsel for Berkshire Securities Inc. and Berkshire Investment Group Inc.:

1. **THIS COURT ORDERS** that the time for the service of this motion and the materials filed in support thereof be and it is hereby abridged to the date of actual service and this motion is properly returnable today.

2. **THIS COURT ORDERS** that the fees and disbursements of the Trustee for the period April 1, 2007 and March 31, 2008 be and they are hereby assessed and allowed as filed.

3. **THIS COURT ORDERS** that the fees and disbursements of ThorntonGroutFinnigan LLP for the period April 1, 2007 to March 31, 2008 be and they are hereby assessed and allowed as filed.

4. **THIS COURT ORDERS** that the fees and disbursements of McCarthy Tetrault LLP for the period April 1, 2007 to March 31, 2008 be and they are hereby assessed and allowed as filed.

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

Joanne Nicoara  
Registrar, Superior Court of Justice

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

JUN 27 2008

PER/PAR: JSN

IN THE MATTER OF THE BANKRUPTCY OF PORTUS ALTERNATIVE ASSET MANAGEMENT INC., PORTUS ASSET MANAGEMENT INC., BANCNOTE CORP., SOUTHVIEW ASSET MANAGEMENT INC., SOUTHVIEW CAPITAL CORP., each of which is a corporation incorporated pursuant to the *Business Corporations Act* (Ontario) with its principal place of business in the City of Toronto, in the Province of Ontario

Court File No. 31-OR-207257-T

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(IN BANKRUPTCY AND INSOLVENCY)**  
Proceeding commenced in Toronto

**ORDER**

**Thornton GroutFinnigan LLP**  
Barristers and Solicitors  
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Solicitors for KPMG Inc., in its capacity as  
Trustee of the Estate of Portus Alternative Asset  
Management Inc., a bankrupt

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#### Location and Law

The Site is physically located at, and is administered by the Site Operator from its offices in Province of Ontario, Canada. By accessing the Site, you and the Site Operator agree that all matters relating to access to, or use of the Site and all of the communications, transmissions and transactions associated with the Site shall be deemed to have occurred in the Province of Ontario and shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to the conflicts of laws principals thereof. You and the Site Operator also agree and hereby irrevocably submit and attorn to the exclusive personal jurisdiction and venue of the courts of the Province of Ontario with respect to such matters.

### Indemnity

You agree to defend, indemnify, and hold harmless the Site Operator, its affiliates and their respective officers, directors, employees, professional advisors and agents, from and against any claims, actions, demands, losses, liabilities, damages, costs and expenses, including without limitation, reasonable legal and accounting fees, alleging or resulting from your access of the Site, your use of the Site Materials or your breach of these Terms of Use.

### Severability

If, in any jurisdiction, any of these Terms of Use are held to be unenforceable by a court of competent jurisdiction, such Terms of Use shall be restricted or eliminated to the minimum extent necessary and the remaining Terms of Use shall otherwise remain in full force and effect. A printed version of the Terms and Conditions and any notice given in electronic form shall be admissible in judicial proceedings or administrative proceedings based upon or relating to the Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

### Entire Agreement

These Terms of Use constitute the entire agreement between you and the Site Operator relating to the access to and use of the Site and the Site Content. Anything on the Site inconsistent with these Terms of Use is superceded by these Terms of Use.

### Amendment and Waiver

The Site Operator reserves the right to modify these Terms of Use at any time. It is your responsibility to review these Terms of Use each time you visit the Site and you are deemed to be aware of such amendments. No supplement, modification or amendment to these Terms of Use proposed by you shall be binding on the Site Operator unless agreed to by the Site Operator in writing. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such Term of Use or any other term or condition. All waivers by the Site Operator must be in writing and signed by an authorized representative of the Site Operator.

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### Termination

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