

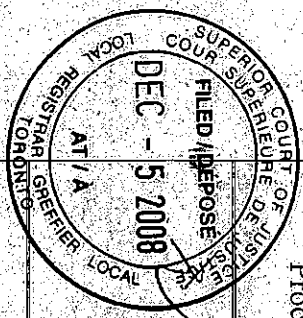
IN THE MATTER OF THE BANKRUPTCY OF PORTUS ALTERNATIVE ASSET MANAGEMENT INC., PORTUS ASSET MANAGEMENT INC., BANNOTE CORP., SOUTHWEST ASSET MANAGEMENT INC., SOUTHWEST CAPITAL CORP., each of which is a corporation incorporated pursuant to the *Business Corporations Act* (Ontario) with its principal place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

Court File No. 31-OR-207257-1

Dec. 10/08.

10 Dec 2008

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



MOTION RECORD

Having read the motion record & heard from counsel on behalf of special committee with respect of matters of law & costs in both the Shareholding & the Receivership I am satisfied that the report of special committee confirms my own view that in all the circumstances it is not in the best interests of the creditors to have a receiver appointed & that the same & the costs of the same are hereby approved as set out in the draft order proposed

As proposed

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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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KPMG Inc., Receiver / KPMG Inc., Trustee in Bankruptcy

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Indemnity

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