

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

THE HONOURABLE MR.)
) WEDNESDAY THE 10th DAY
)
JUSTICE COLIN L. CAMPBELL)
) OF DECEMBER, 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 the relief sought in its Notice of Motion herein dated December 3, 2008 was heard this day at 330 University Avenue, in the City of Toronto.

UPON READING the Affidavit of Robert M. Rusko to be sworn on December 9, 2008, the Affidavit of James H. Grout sworn December 3, 2008, the Affidavit of Michael Nicholas sworn December 2, 2008 and Report #B3 of the Independent Counsel dated December 5, 2008 and upon hearing the submissions of counsel for the Consolidated Estate and the Independent Counsel:

1. **THIS COURT ORDERS** that the fees and disbursements of the Trustee for the period April 1, 2008 to September 30, 2008 be and they are hereby assessed and allowed as filed.

2. **THIS COURT ORDERS** that the fees and disbursements of ThorntonGroutFinnigan LLP, counsel to the Trustee, for the period April 1, 2008 to September 30, 2008 be and they are hereby assessed and allowed as filed.

3. **THIS COURT ORDERS** that the fees and disbursements of McCarthy Tetrault LLP, securities and tax counsel to the Trustee, for the period April 1, 2008 to September 30, 2008 be and they are hereby assessed and allowed as filed. *at # 19, 229.18* *McC.*

McCampbell J.

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

DEC 11 2008

PER / PAR: *J*

IN THE MATTER OF THE BANKRUPTCY OF PORTUS ALTERNATIVE ASSET MANAGEMENT INC., PORTUS ASSET MANAGEMENT INC., BANCNOTE CORP., SOUTHWIEW ASSET MANAGEMENT INC., SOUTHWIEW 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
(Dated December 10, 2008)

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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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