

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)



THE HONOURABLE MR.) WEDNESDAY THE 8TH DAY
)
JUSTICE COLIN L. CAMPBELL) OF DECEMBER, 2010

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 their principal
places 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 set out in its Notice of Motion herein dated November 30, 2010 was heard this day at 330 University Ave., in the City of Toronto.

UPON READING the Affidavit of I. George Gutfreund sworn November 26, 2010 (the "Gutfreund Affidavit"), upon hearing the submission of counsel for the Trustee, no one else appearing although all parties on the Service List were duly served as evidenced by the Affidavit of Pia Tanga sworn November 30, 2010, filed:

1. **THIS COURT ORDERS** that the Trustee be and it is hereby authorized and directed to maintain the website located at <http://portusgroup.ca> pending further Order of this Honourable Court.

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

DEC 08 2010

PER / PAR:



IN THE MATTER OF THE BANKRUPTCY OF PORTUS ALTERNATIVE ASSET MANAGEMENT INC., PORTUS ASSET
MANAGEMENT INC., BANCNOTE 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-T

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

ORDER

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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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PORTUS ALTERNATIVE ASSET MANAGEMENT INC. (In Receivership / In Bankruptcy)

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

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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.

Language

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Termination

The effective date of these Terms of Use is the date on which you have accepted the Terms of Use in accordance with the procedures set out herein. These Terms of Use are effective until terminated by the Site Operator, with or without cause, in the Site Operator's sole and unfettered discretion. The disclaimers, limitations on liability, termination, interpretative provisions, your warranties and indemnities shall survive any termination of these Terms of Use.