

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

**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

MOTION RECORD

February 27, 2008

ThorntonGroutFinnigan LLP

Barristers and Solicitors
Suite 3200, P.O. Box 329
Canadian Pacific Tower
Toronto-Dominion Centre
Toronto, ON M5K 1K7

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Solicitors for KPMG Inc., in its capacity as Trustee
of the Consolidated Estate of Portus Alternative
Asset Management Inc. and Portus Asset
Management Inc., bankrupts

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

**IN THE MATTER OF THE CONSOLIDATED
BANKRUPTCY OF PORTUS ALTERNATIVE ASSET
MANAGEMENT INC. AND PORTUS ASSET
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to the *Business Corporations Act* (Ontario) with its principal place
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MOTION RECORD INDEX

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1	Notice of Motion Returnable on February 29, 2008
2	Affidavit of Pia Tanga sworn February 27, 2008
A	Order dated January 16, 2008
3	Draft Order

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

**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

NOTICE OF MOTION

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”), will make a motion before the Honourable Mr. Justice Colin L. Campbell on Friday, February 29, 2008 at 10 o’clock in the morning or as soon after that time as the motion can be heard at 330 University Avenue, in the City of Toronto.

THIS MOTION IS FOR:

1. an Order abridging the time for service of this motion to the date of actual service, declaring that service upon the Service List was duly effected and dispensing with service upon any other party;
2. an Order replacing the forms of Statutory Declarations, Releases and Indemnities attached to the Order of this Honourable Court dated Wednesday, January 16, 2008 with the forms of the Statutory Declarations, Releases and Indemnities attached as Schedules “A” through “L” to the draft Order filed in support of this motion; and
3. such further and other relief as counsel may advise and this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

1. due to clerical errors, the forms of the Statutory Declarations, Releases and Indemnities attached as Schedules “A” through “L” to the Order of this Honourable Court dated January 16, 2008 are incorrect; and
2. such further and other grounds as counsel may advise.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

1. the Affidavit of Pia Tanga sworn February 27, 2008; and
2. such further and other material as counsel may advise and this Honourable Court may permit.

February 27, 2008

ThorntonGroutFinnigan LLP
Suite 3200, P.O. Box 329
Canadian Pacific Tower
Toronto-Dominion Centre
Toronto, ON M5K 1K7

James H. Grout (LSUC# 22741H 1B)
Larry Ellis (LSUC# 49313KC)

Tel: (416) 304-1616
Fax: (416) 304-1313

Solicitors for KPMG Inc., in its capacity as Trustee
of the Consolidated Estate of Portus Alternative
Asset Management Inc. and Portus Asset
Management Inc., bankrupts

TO: THIS HONOURABLE COURT

AND TO: THE SERVICE LIST

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

Court File No. 31-OR-207257-T

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

NOTICE OF MOTION

ThorntonGroutFinnigan LLP
Barristers and Solicitors
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Solicitors for KPMG Inc., in its capacity as
Trustee of the Consolidated Estate of Portus
Alternative Asset Management Inc. and Portus
Asset Management Inc., bankrupts

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

**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

**AFFIDAVIT OF PIA TANGA
(Sworn February 27, 2008)**

I, **PIA TANGA**, of the Town of Maple, in the Regional Municipality of York, a
Legal Assistant with ThorntonGroutFinnigan LLP, **MAKE OATH AND SAY AS FOLLOWS:**

1. ThorntonGroutFinnigan LLP is counsel to 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”).
2. The Trustee brought a motion on Wednesday, January 16, 2008 for the advice and direction of this Honourable Court in respect of claims proven against the Consolidated Estate where the holder of the proven claim is deceased.
3. This Honourable Court made an Order dated Wednesday, January 16, 2008 (the “January Order”) providing advice and directions to the Trustee and approving the forms of Statutory Declarations, Releases and Indemnities attached thereto for use by the Trustee in dealing with those types of proven claims. A true copy of the January Order is attached hereto as Exhibit “A”.

4. Due to clerical errors, the forms of the Statutory Declarations, Releases and Indemnities attached to the January Order are incorrect. The correct forms of the Statutory Declarations, Releases and Indemnities are attached as Schedules "A" through "L" to the draft Order filed in support of this motion.

SWORN BEFORE ME
at the City of Toronto, in the Province
of Ontario this 27th day of February 2008


A Commissioner for taking Affidavits, etc.

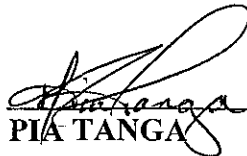
)
)
) 
) **PIA TANGA** _____

EXHIBIT “A”



Court File No. 31-OR-207257-T

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

THE HONOURABLE MR.)
JUSTICE COLIN L. CAMPBELL)
WEDNESDAY THE 16TH DAY
OF JANUARY, 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 set out in its Notice of Motion herein dated January 11, 2008 was heard this day at 330 University Avenue, in the City of Toronto.

UPON READING the Affidavit of I. George Gutfreund sworn January 11, 2008 and upon hearing the submissions of counsel for the Trustee and counsel for Berkshire Securities Inc. and Berkshire Investment Group Inc.

1. **THIS COURT ORDERS** that the time for service of this motion be and it is hereby abridged to the date of actual service, that service upon the Service List was duly effected and that service upon any other party be and it is hereby dispensed with.

2. **THIS COURT ORDERS** that the Trustee be and it is hereby authorized to make allocations to the beneficiary of a registered plan where:

(a) the annuitant of the registered plan is deceased; and

(b) the beneficiary of the registered plan is designated in the annuitant's last will and testament;

without a grant of probate or the provision of a Certificate of Appointment of Estate Trustee if the following conditions are met:

(c) the amount of the allocation is \$5,000 or less;

(d) the Trustee receives a notarial copy of the annuitant's last will and testament in which the designation is made;

(e) the Trustee receives a notarial copy of the death certificate evidencing the annuitant's death;

(f) the Trustee has no knowledge of a subsequent designation of a beneficiary of the registered plan to the designation shown in the annuitant's last will and testament;

(g) the designated beneficiary delivers to the Trustee a sworn statutory declaration in the form attached hereto as Schedule "A";

(h) each personal representative of the annuitant's Estate delivers to the Trustee a sworn statutory declaration in the form attached hereto as Schedule "B"; and

(i) the designated beneficiary executes and delivers to the Trustee a release and indemnity in favour of the Trustee in the form attached hereto as Schedule "C".

3. **THIS COURT ORDERS** that the Trustee is authorized to make allocations from a registered plan of an annuitant to the residual beneficiary or residual beneficiaries of the annuitant's Estate in the proportions set out in the last will and testament of the annuitant if there is more than one residual beneficiary where:

(a) the annuitant is deceased; and

(b) there is no beneficiary of the registered plan designated on the registered plan or in the annuitant's last will and testament;

without a grant of probate or the provision of a Certificate of Appointment of Estate Trustee if the following conditions are met:

- (c) the amount of the allocation is \$5,000 or less;
- (d) the Trustee receives a notarial copy of the annuitant's last will and testament showing the claimant(s) to be the residual beneficiary or residual beneficiaries of the annuitant's Estate;
- (e) the Trustee has no knowledge of a subsequent last will and testament made by the annuitant;
- (f) the Trustee has no knowledge of a registered plan beneficiary designation made by the annuitant;
- (g) the Trustee receives a notarial copy of the death certificate evidencing the annuitant's death;
- (h) each residual beneficiary delivers to the Trustee a sworn statutory declaration in the form attached hereto as Schedule "D";
- (i) each personal representative of the annuitant's Estate delivers to the Trustee a sworn statutory declaration in the form attached hereto as Schedule "E"; and
- (j) each residual beneficiary executes and delivers to the Trustee an indemnity in favour of the Trustee in the form attached hereto as Schedule "F".

4. **THIS COURT ORDERS** that the Trustee be and it is hereby authorized to pay benefits to the beneficiary of an annuitant's registered plan where:

- (a) the annuitant is deceased; and
- (b) the beneficiary is designated in the annuitant's registered plan;

without a grant of probate or the provision of a Certificate of Appointment of Estate Trustee if the following conditions are met:

- (c) the Trustee receives a notarial copy of the annuitant's last will and testament in which no beneficiary designation is made or revoked with respect to the registered plan;
- (d) the Trustee receives a notarial copy of the death certificate evidencing the annuitant's death;
- (e) the Trustee has no knowledge of a registered plan beneficiary designation or revocation of beneficiary designation later in date to the designation on the annuitant's registered plan;
- (f) the designated beneficiary has delivered to the Trustee a sworn statutory declaration in the form attached hereto as Schedule "G";
- (g) each personal representative of the annuitant's Estate delivers to the Trustee a sworn statutory declaration in the form attached hereto as Schedule "H"; and
- (h) the designated beneficiary executes and delivers to the Trustee an indemnity in favour of the Trustee in the form attached hereto as Schedule "I".

5. **THIS COURT ORDERS** that the Trustee be and it is hereby authorized to make allocations on account of claims owned directly by a customer of the Consolidated Estate to the residual beneficiary or residual beneficiaries of the account holder's Estate of an account holder in the proportions set out in the account holder's last will and testament if there is more than one residual beneficiary where:

- (a) the account holder held the account in his or her name; and
- (b) the account holder is deceased;

without a grant of probate or the provision of a Certificate of Appointment of Estate Trustee if the following conditions are met:

- (c) the allocation is \$5,000 or less;
- (d) the Trustee receives a notarial copy of the account holder's last will and testament showing the claimant(s) to be the residual beneficiary or residual beneficiaries of the annuitant's

Estate;

- (e) the Trustee receives a notarial copy of the death certificate evidencing the account holder's death;
- (f) the Trustee has no knowledge of a later will and testament made by the account holder;
- (g) each residual beneficiary delivers to the Trustee a sworn statutory declaration in the form attached hereto as Schedule "J";
- (h) each personal representative of the account holder's Estate delivers to the Trustee a sworn statutory declaration in the form attached hereto as Schedule "K"; and
- (i) each residual beneficiary executes and delivers to the Trustee a signed indemnity in favour of the Trustee in the form attached hereto as Schedule "L".

6. **THIS COURT ORDERS** that the forms of statutory declarations and releases and indemnities attached hereto as Schedules "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K" and "L" be and they are hereby approved.

A handwritten signature in cursive script, appearing to read "J. A. Campbell", written over a horizontal line.

SCHEDULE "A"

CANADA	)	IN THE MATTER OF
)	
PROVINCE OF ONTARIO	)	The Estate of [DECEASED ANNUITANT]
)	
)	
TO WIT:)	
)	

STATUTORY DECLARATION

I, [DESIGNATED BENEFICIARY], of the [City, Town, etc.] of [Name of City or Town], in the Province of [Name of Province], SOLEMNLY DECLARE THAT:

- I am the designated beneficiary of a Portus Alternative Asset Management Inc. registered plan (the "Plan") of which the deceased [ANNUITANT] was the annuitant. This beneficiary designation was made by [ANNUITANT] in [his/her] Last Will and Testament made the _____ day of _____, _____.
- I know of no later beneficiary designation made by [ANNUITANT] respecting the Plan, by Will or otherwise.
- The personal representative(s) of [ANNUITANT]'s estate will not be applying for a grant of probate or a Certificate of Appointment of Estate Trustee with a Will in respect of [ANNUITANT]'s estate.

AND I MAKE this solemn Declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

DECLARED before me)	
at the City of _____)	
in the Province of _____)	
on the _____ day of _____,)	
200_.)	
)	
)	
)	
_____)	_____
A Commissioner, etc.	)	[Designated Beneficiary's Name]
)	

IN THE MATTER OF THE ESTATE OF

STATUTORY DECLARATION

SCHEDULE "B"

CANADA)
) IN THE MATTER OF
PROVINCE OF ONTARIO)
) The Estate of [DECEASED ANNUITANT]
)
)
)
TO WIT:)
)

STATUTORY DECLARATION

[I/We], [PERSONAL REPRESENTATIVE], of the [City, Town, etc.] of [Name of City or Town], in the Province of [Name of Province], SOLEMNLY DECLARE THAT:

1. [I am/We are] the personal representative[s] of the estate of [ANNUITANT] pursuant to the terms of [his/her] Last Will and Testament made the _____ day of _____, _____ (the "Will").
2. [ANNUITANT] was the annuitant of a registered plan issued by Portus Alternative Asset Management Inc. (the "Plan"), which Plan formed part of the assets of [ANNUITANT]'s estate.
3. The name[s], address[es] and birth date[s] of the residual beneficiary[ies] of [ANNUITANT]'s estate [is/are] attached hereto in Schedule "A".
4. None of the residual beneficiaries is under the age of majority or otherwise legally incapacitated.
5. [I/We] know of no beneficiary designation made by [ANNUITANT] respecting the Plan either made in this or a later Will or otherwise.
6. [I/We] will not be applying for a grant of probate or a Certificate of Appointment of Estate Trustee with a Will in respect of [ANNUITANT]'s estate.
7. All of the debts of [ANNUITANT] have been paid.

AND [I/WE] MAKE this solemn Declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

DECLARED before me)
at the City of _____)
in the Province of _____)
on the _____ day of _____,)
200_)

A Commissioner, etc.)

Personal Representative

Personal Representative

IN THE MATTER OF
THE ESTATE OF [ANNUITANT]

SCHEDULE "A"

INFORMATION ON RESIDUAL BENEFICIARIES

Name	Address	Date of Birth

IN THE MATTER OF THE ESTATE OF

STATUTORY DECLARATION

SCHEDULE "C"

IN THE MATTER OF THE ESTATE OF [DECEASED ANNUITANT]

RELEASE AND INDEMNITY OF [DESIGNATED BENEFICIARY]

WHEREAS I, [PLAN DESIGNATED BENEFICIARY], do hereby acknowledge the following:

1. I am the designated beneficiary of a Portus Alternative Asset Management Inc. registered plan (the "Plan") of which the deceased [ANNUITANT] was the annuitant. This beneficiary designation was made by the annuitant in his/her Last Will and Testament made the _____ day of _____, _____;
2. The value of the Plan benefits payable to me as a consequence of the Annuitant's death do not exceed Five Thousand Dollars (\$5,000);
3. I have provided KPMG Inc. (the "Trustee"), in its capacity as the Trustee of the Consolidated Estate of Portus Alternative Asset Management Inc. and Portus Asset Management Inc., bankrupts, with a notarial copy of the annuitant's Last Will and Testament and a notarial copy of the annuitant's death certificate;
4. I have also provided the Trustee with a statutory declaration confirming that I know of no other beneficiary designation made by the annuitant respecting the Plan; and that the personal representative of the annuitant's estate will not be applying for a grant of probate or Certificate of Appointment of Estate Trustee with a Will in respect of the annuitant's estate;
5. The personal representatives of the annuitant's estate have provided the Trustee with a similar statutory declaration; and
6. In exchange for the foregoing information and documentation, the Trustee has agreed to pay to me the benefits to which I am entitled as the designated beneficiary of the Plan.

AND THEREFORE, I, the said designated beneficiary, do by these presents remise, release, quit claim and forever discharge the Trustee, its officers, directors, employees, agents,

SCHEDULE "D"

CANADA	)	IN THE MATTER OF
)	
PROVINCE OF ONTARIO	)	The Estate of [DECEASED ANNUITANT]
)	
)	
TO WIT:)	
)	

STATUTORY DECLARATION

I, [RESIDUAL BENEFICIARY], of the [City, Town, etc.] of [Name of City or Town], in the Province of [Name of Province], SOLEMNLY DECLARE THAT:

1. I am [the/one of the] residual beneficiary[ies] of the estate of [ANNUITANT]. Among the assets of the estate is a Portus Alternative Asset Management Inc. registered plan (the "Plan") of which the deceased [ANNUITANT] was the annuitant.
2. I know of no beneficiary designation made by [ANNUITANT] respecting the Plan, whether by Will or otherwise.
3. The personal representative(s) of [ANNUITANT]'s estate will not be applying for a grant of probate or a Certificate of Appointment of Estate Trustee with a Will in respect of [ANNUITANT]'s estate.
4. All of the debts of [ANNUITANT] have been paid.

AND I MAKE this solemn Declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

DECLARED before me)	
at the City of _____)	
in the Province of _____)	
on the _____ day of _____,)	
200_.)	
)	
)	
)	
_____)	_____
A Commissioner, etc.	)	[Residual Beneficiary's Name]
)	

IN THE MATTER OF THE ESTATE OF

STATUTORY DECLARATION

SCHEDULE "E"

CANADA	)	IN THE MATTER OF
)	
PROVINCE OF ONTARIO	)	The Estate of [DECEASED ANNUITANT]
)	
TO WIT:)	
)	

STATUTORY DECLARATION

[I/WE], [PERSONAL REPRESENTATIVE], of the [City, Town, etc.] of [Name of City or Town], in the Province of [Name of Province], SOLEMNLY DECLARE THAT:

- [I am/We are] the personal representative[s] of the estate of [ANNUITANT] (the "Annuitant") pursuant to the terms of [his/her] Last Will and Testament made the _____ day of _____, _____ (the "Will").
- The Annuitant was the annuitant of a registered plan issued by Portus Alternative Asset Management Inc. (the "Plan") on which [PLAN DESIGNATED BENEFICIARY/IES] was/were named as designated beneficiary(ies).
- [I/We] know of no other beneficiary designation or revocation of beneficiary designation made by the Annuitant respecting the Plan after the designation made on the Plan (either in a later Will or otherwise).
- [I/We] will not be applying for a grant of probate or a Certificate of Appointment of Estate Trustee with a Will in respect of the Annuitant's estate.

AND [I/WE] MAKE this solemn Declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

DECLARED before me)	
at the City of _____)	
in the Province of _____)	
on the _____ day of _____,)	
200_.)	
)	
)	
_____)	_____
A Commissioner, etc.	)	Personal Representative
)	
)	
)	_____
	)	Personal Representative

IN THE MATTER OF THE ESTATE OF

STATUTORY DECLARATION

SCHEDULE "F"

IN THE MATTER OF THE ESTATE OF [DECEASED ANNUITANT]

RELEASE AND INDEMNITY OF [RESIDUAL BENEFICIARY]

WHEREAS I, [RESIDUAL BENEFICIARY], do hereby acknowledge the following:

1. I am a residual beneficiary of the estate of a deceased annuitant who owned a Portus Alternative Asset Management Inc. registered plan (the "Plan"). The residual beneficiaries are named in the Last Will and Testament of the annuitant made the _____ day of _____, _____;
2. The value of the benefits payable to all such residual beneficiaries as a consequence of the annuitant's death do not exceed Five Thousand Dollars (\$5,000);
3. I have provided KPMG Inc. (the "Trustee"), in its capacity as the Trustee of the Consolidated Estate of Portus Alternative Asset Management Inc. and Portus Asset Management Inc., bankrupts, with a notarial copy of the annuitant's Last Will and Testament and a notarial copy of the annuitant's death certificate;
4. I have also provided the Trustee with a statutory declaration confirming that I have no knowledge of any beneficiary designation made by the annuitant respecting the Plan; and that the personal representatives of the annuitant's estate will not be applying for a grant of probate or Certificate of Appointment of Estate Trustee with a Will in respect of the annuitant's estate; and that all of the debts of the annuitant have been paid;
5. The personal representatives of the annuitant's estate have provided the Trustee with a similar statutory declaration, and additional declarations of the full names, birth dates and addresses of each residual beneficiary, and that none of the residual beneficiaries is under the age of majority or otherwise legally incapacitated; and
6. In exchange for the foregoing information and documentation, the Trustee has agreed to pay to me the Portus plan benefits to which I am entitled as a residual beneficiary of the annuitant's estate.

AND THEREFORE, I, the said residual beneficiary, do by these presents remise, release, quit claim and forever discharge the Trustee, its officers, directors, employees, agents, representatives, successors and assigns of and from any and all actions, causes of action, liabilities (whether accrued or actual contingent or otherwise), claims, debts, suits, demands, dues, covenants and accounts whatsoever in law or in equity, whether express or implied which I now have or ever had and may hereafter have or by reason of any cause, manner or thing whatsoever arising from or in connection with the payment of such benefits to me, and do hereby indemnify and save harmless the Trustee, its officers, directors, employees, agents, representatives, successors and assigns from and against all actions, causes of action, liabilities (whether accrued, actual, contingent or otherwise), claims, debts, suits, demands and accounts whatsoever that may be asserted against them in connection with or in any way arising from such payment or the administration thereof, including, without limitation, legal fees and expenses incurred or payable by them, in respect of any such matter.

AND, I do hereby acknowledge and declare that I understand the nature and consequences of this Release and Indemnity and do hereby further acknowledge that I was encouraged by the Trustee to obtain independent legal advice in respect of this Release and Indemnity and have done so, or have carefully considered the matter and declined to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

DATED AT _____, in the Province of _____, this _____ day
of _____, 200 .

Signed, sealed and delivered in the presence of _____)
_____)
_____)
_____)
_____)

Witness

I/s

Name of Witness:

Please print

IN THE MATTER OF THE ESTATE OF

STATUTORY DECLARATION

SCHEDULE "F"

CANADA)
) IN THE MATTER OF
PROVINCE OF ONTARIO)
) The Estate of [ACCOUNT HOLDER]
)
)
TO WIT:)
)
)

STATUTORY DECLARATION

[I/WE], [PERSONAL REPRESENTATIVE], of the [City, Town, etc.] of [Name of City or Town], in the Province of [Name of Province], SOLEMNLY DECLARE THAT:

1. [I am/We are] the personal representative[s] of the estate of [ACCOUNT HOLDER] pursuant to the terms of [his/her] Last Will and Testament made the _____ day of _____, _____ (the "Will").
2. [ACCOUNT HOLDER] was the owner of a non-registered account issued by Portus Alternative Asset Management Inc. (the "Account"), which Account formed part of the assets of [ACCOUNT HOLDER]'s estate.
3. The name[s], address[es] and birth date[s] of the residual beneficiary[ies] of [ACCOUNT HOLDER]'s estate [is/are] attached hereto in Schedule "A".
4. None of the residual beneficiaries is under the age of majority or otherwise legally incapacitated.
5. [I/We] have no knowledge of any later Last Will and Testament made by [ACCOUNT HOLDER].
6. [I/We] will not be applying for a grant of probate or a Certificate of Appointment of Estate Trustee with a Will in respect of [ACCOUNT HOLDER]'s estate.
7. All of the debts of [ACCOUNT HOLDER] have been paid.

AND [I/WE] MAKE this solemn Declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

DECLARED before me)
at the City of _____)
in the Province of _____)
on the _____ day of _____)
200_)

A Commissioner, etc.)

Personal Representative

Personal Representative

IN THE MATTER OF
THE ESTATE OF [ACCOUNT HOLDER]

SCHEDULE "A"

INFORMATION ON RESIDUAL BENEFICIARIES

Name	Address	Date of Birth

IN THE MATTER OF THE ESTATE OF

STATUTORY DECLARATION

SCHEDULE "P"

IN THE MATTER OF THE ESTATE OF [DECEASED ANNUITANT]

RELEASE AND INDEMNITY OF [PLAN DESIGNATED BENEFICIARY]

WHEREAS I, [PLAN DESIGNATED BENEFICIARY], do hereby acknowledge the following:

1. I am the designated beneficiary of a Portus Alternative Asset Management Inc. registered plan (the "Plan") of which the deceased [ANNUITANT] (the "Annuitant") was the annuitant. This beneficiary designation was made by the Annuitant directly on the Plan;
2. I confirm that to the best of my knowledge no beneficiary designation or revocation of beneficiary designation with respect to the Plan was made in the Annuitant's Last Will and Testament;
3. I have provided KPMG Inc. (the "Trustee"), in its capacity as the Trustee of the Consolidated Estate of Portus Alternative Asset Management Inc. and Portus Asset Management Inc., bankrupts, with a notarial copy of the Annuitant's Last Will and Testament and a notarial copy of the Annuitant's death certificate;
4. I have also provided the Trustee with a statutory declaration confirming that I know of no other beneficiary designation or revocation of beneficiary designation made by the Annuitant respecting the Plan; and that the personal representative of the Annuitant's estate will not be applying for a grant of probate or Certificate of Appointment of Estate Trustee with a Will in respect of the Annuitant's estate;
5. The personal representatives of the Annuitant's estate have provided the Trustee with a similar statutory declaration; and
6. In exchange for the foregoing information and documentation, the Trustee has agreed to pay to me the benefits to which I am entitled as the designated beneficiary of the Plan.

AND THEREFORE, I, the said designated beneficiary, do by these presents remise, release, quit claim and forever discharge the Trustee, its officers, directors, employees, agents, representatives, successors and assigns of and from any and all actions, causes of action, liabilities (whether accrued or actual contingent or otherwise), claims, debts, suits, demands, dues, covenants and accounts whatsoever in law or in equity, whether express or implied which I now have or ever had and may hereafter have or by reason of any cause, manner or thing whatsoever arising from or in connection with the payment of such benefits to me, and do hereby indemnify and save harmless the Trustee, its officers, directors, employees, agents, representatives, successors and assigns from and against all actions, causes of action, liabilities (whether accrued, actual, contingent or otherwise), claims, debts, suits, demands and accounts whatsoever that may be asserted against them in connection with or in any way arising from such payment or the administration thereof, including, without limitation, legal fees and expenses incurred or payable by them, in respect of any such matter.

AND, I do hereby acknowledge and declare that I understand the nature and consequences of this Release and Indemnity and do hereby further acknowledge that I was encouraged by the Trustee to obtain independent legal advice in respect of this Release and Indemnity and have done so, or have carefully considered the matter and declined to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

DATED AT _____, in the Province of _____, this _____ day of _____, 200 .

Signed, sealed and delivered in the presence of _____)
_____)
_____)
_____)
_____)
Witness _____)

_____) _____ l/s

Name of Witness:

Please print

SCHEDULE "J"

CANADA	)	IN THE MATTER OF
)	
PROVINCE OF ONTARIO	)	The Estate of [DECEASED ANNUITANT]
)	
)	
TO WIT:)	
)	

STATUTORY DECLARATION

I, [PLAN DESIGNATED BENEFICIARY], of the [City, Town, etc.] of [Name of City or Town], in the Province of [Name of Province], SOLEMNLY DECLARE THAT:

- I am the designated beneficiary of a Portus Alternative Asset Management Inc. registered plan (the "Plan") of which the deceased [ANNUITANT] was the annuitant (the "Annuitant"). This beneficiary designation was made by the Annuitant directly on the Plan.
- The Annuitant died with a Will which contains no beneficiary designation or revocation of beneficiary designation in respect of the Plan.
- The personal representative(s) of the Annuitant's estate will not be applying for a grant of probate or a Certificate of Appointment of Estate Trustee with a Will in respect of the Annuitant's estate.
- I know of no later beneficiary designation or revocation of beneficiary designation made by the Annuitant respecting the Plan, by a later Will or otherwise.

AND I MAKE this solemn Declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

DECLARED before me)	
at the City of _____)	
in the Province of _____)	
on the _____ day of _____,)	
200_.)	
)	
_____)	_____
A Commissioner, etc.	)	[Plan Designated Beneficiary's Name]
)	

IN THE MATTER OF THE ESTATE OF

STATUTORY DECLARATION

SCHEDULE "K"

CANADA	)	IN THE MATTER OF
)	
PROVINCE OF ONTARIO	)	The Estate of [DECEASED ANNUITANT]
)	
)	
TO WIT:)	

STATUTORY DECLARATION

[I/WE], [PERSONAL REPRESENTATIVE], of the [City, Town, etc.] of [Name of City or Town], in the Province of [Name of Province], SOLEMNLY DECLARE THAT:

- [I am/We are] the personal representative[s] of the estate of [ANNUITANT] (the "Annuitant") pursuant to the terms of [his/her] Last Will and Testament made the _____ day of _____, _____ (the "Will").
- The Annuitant was the annuitant of a registered plan issued by Portus Alternative Asset Management Inc. (the "Plan") on which [PLAN DESIGNATED BENEFICIARY/IES] was/were named as designated beneficiary(ies).
- [I/We] know of no other beneficiary designation or revocation of beneficiary designation made by the Annuitant respecting the Plan after the designation made on the Plan (either in a later Will or otherwise).
- [I/We] will not be applying for a grant of probate or a Certificate of Appointment of Estate Trustee with a Will in respect of the Annuitant's estate.

AND [I/WE] MAKE this solemn Declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

DECLARED before me)	
at the City of _____)	
in the Province of _____)	
on the _____ day of _____,)	
200_.)	
)	
)	
_____)	_____
A Commissioner, etc.	)	Personal Representative
)	
)	
)	_____
	)	Personal Representative

IN THE MATTER OF THE ESTATE OF

STATUTORY DECLARATION

SCHEDULE "L"

IN THE MATTER OF THE ESTATE OF [DECEASED ACCOUNT HOLDER]

RELEASE AND INDEMNITY OF [RESIDUAL BENEFICIARY]

WHEREAS I, [RESIDUAL BENEFICIARY], do hereby acknowledge the following:

1. The deceased account holder died owning assets in a non-registered account at Portus Alternative Asset Management Inc. (the "Account");
2. The value of the assets held in the Account does not exceed Five Thousand Dollars (\$5,000);
3. I have provided KPMG Inc. (the "Trustee"), in its capacity as the Trustee of the Consolidated Estate of Portus Alternative Asset Management Inc. and Portus Asset Management Inc., bankrupts, with a notarial copy of the account holder's Last Will and Testament and a notarial copy of the account holder's death certificate;
4. I have also provided the Trustee with a statutory declaration confirming that I have no knowledge of a later Last Will and Testament made by the account holder; and that the personal representatives of the account holder's estate will not be applying for a grant of probate or Certificate of Appointment of Estate Trustee with a Will in respect of the account holder's estate; and that all of the debts of the deceased account holder have been paid;
5. The personal representatives of the account holder's estate have provided the Trustee with a similar statutory declaration, and additional declarations of the full names, birth dates and addresses of each residual beneficiary, and that none of the residual beneficiaries is under the age of majority or otherwise legally incapacitated; and
6. In exchange for the foregoing information and documentation, the Trustee has agreed to pay to me the Account proceeds to which I am entitled as a residual beneficiary of the Account.

AND THEREFORE, I, the said residual beneficiary, do by these presents remise, release, quit claim and forever discharge the Trustee, its officers, directors, employees, agents, representatives, successors and assigns of and from any and all actions, causes of action, liabilities

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

Court File No. 31-OR-207257-T

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

ORDER
(Dated January 16, 2008)

ThorntonGroutFinnigan LLP
Barristers and Solicitors
100 Wellington Street West
Suite 3200, P.O. Box 329
Canadian Pacific Tower
Toronto, ON M5K 1K7

James H. Grout (LSUC# 22741H 1B)
John L. Finnigan (LSUC# 240408)
Larry Ellis (LSUC# 49313KC)

Tel: (416) 304-1616
Fax: (416) 304-1313

Solicitors for KPMG Inc., in its capacity as
Trustee of the Consolidated Estate of Portus
Alternative Asset Management Inc. and Portus
Asset Management Inc., bankrupts

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

Court File No. 31-OR-207257-T

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

AFFIDAVIT OF PIA TANGA
(sworn February 27, 2008)

ThorntonGroutFinnigan LLP
Barristers and Solicitors
100 Wellington Street West
Suite 3200, P.O. Box 329
Canadian Pacific Tower
Toronto, ON M5K 1K7

James H. Grout (LSUC# 22741H 1B)
John L. Finnigan (LSUC# 240408)
Larry Ellis (LSUC# 49313KC)

Tel: (416) 304-1616
Fax: (416) 304-1313

Solicitors for KPMG Inc., in its capacity as
Trustee of the Consolidated Estate of Portus
Alternative Asset Management Inc. and Portus
Asset Management Inc., bankrupts

2. **THIS COURT ORDERS** that the forms of Statutory Declarations, Releases and Indemnities attached as Schedules “A” through “L” to the Order of this Honourable Court dated Wednesday, January 16, 2008 be and they are hereby replaced with the forms of Statutory Declarations, Releases and Indemnities attached hereto as Schedules “A” through “L”.

IN THE MATTER OF THE ESTATE OF

STATUTORY DECLARATION

SCHEDULE "B"

CANADA	)	IN THE MATTER OF
)	
PROVINCE OF ONTARIO	)	The Estate of [DECEASED ANNUITANT]
)	
)	
TO WIT:)	

STATUTORY DECLARATION

[I/WE], [PERSONAL REPRESENTATIVE], of the [City, Town, etc.] of [Name of City or Town], in the Province of [Name of Province], SOLEMNLY DECLARE THAT:

- [I am/We are] the personal representative[s] of the estate of [ANNUITANT] pursuant to the terms of [his/her] Last Will and Testament made the _____ day of _____, _____ (the "Will").
- [ANNUITANT] was the annuitant of a registered plan issued by Portus Alternative Asset Management Inc. (the "Plan"). [DESIGNATED BENEFICIARY(IES)] [was/were] named as the designated beneficiary(ies) of the Plan by the Annuitant in the Will.
- [I/We] know of no other beneficiary designation made by [ANNUITANT] respecting the Plan after the designation made in the Will (in another Will or otherwise).
- [I/We] will not be applying for a grant of probate or a Certificate of Appointment of Estate Trustee with a Will in respect of [ANNUITANT]'s estate.

AND [I/WE] MAKE this solemn Declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

DECLARED before me)
 at the City of _____)
 in the Province of _____)
 on the ____ day of _____,)
 200_ .)

A Commissioner, etc.

Personal Representative

Personal Representative

SCHEDULE 'B'

IN THE MATTER OF THE ESTATE OF

STATUTORY DECLARATION

SCHEDULE "C"

IN THE MATTER OF THE ESTATE OF [DECEASED ANNUITANT]

RELEASE AND INDEMNITY OF [DESIGNATED BENEFICIARY]

WHEREAS I, [PLAN DESIGNATED BENEFICIARY], do hereby acknowledge the following:

1. I am the designated beneficiary of a Portus Alternative Asset Management Inc. registered plan (the "Plan") of which the deceased [ANNUITANT] was the annuitant. This beneficiary designation was made by the annuitant in his/her Last Will and Testament made the _____ day of _____, _____;
2. The value of the Plan benefits payable to me as a consequence of the Annuitant's death do not exceed Five Thousand Dollars (\$5,000);
3. I have provided KPMG Inc. (the "Trustee"), in its capacity as the Trustee of the Consolidated Estate of Portus Alternative Asset Management Inc. and Portus Asset Management Inc., bankrupts, with a notarial copy of the annuitant's Last Will and Testament and a notarial copy of the annuitant's death certificate;
4. I have also provided the Trustee with a statutory declaration confirming that I know of no other beneficiary designation made by the annuitant respecting the Plan; and that the personal representative of the annuitant's estate will not be applying for a grant of probate or Certificate of Appointment of Estate Trustee with a Will in respect of the annuitant's estate;
5. The personal representatives of the annuitant's estate have provided the Trustee with a similar statutory declaration; and
6. In exchange for the foregoing information and documentation, the Trustee has agreed to pay to me the benefits to which I am entitled as the designated beneficiary of the Plan.

AND THEREFORE, I, the said designated beneficiary, do by these presents remise, release, quit claim and forever discharge the Trustee, its officers, directors, employees, agents,

SCHEDULE 'D'

IN THE MATTER OF THE ESTATE OF

STATUTORY DECLARATION

SCHEDULE "E"

CANADA) IN THE MATTER OF
)
PROVINCE OF ONTARIO) The Estate of [DECEASED ANNUITANT]
)
)
)
TO WIT:)
)

STATUTORY DECLARATION

[I/We], [PERSONAL REPRESENTATIVE], of the [City, Town, etc.] of [Name of City or Town], in the Province of [Name of Province], SOLEMNLY DECLARE THAT:

1. [I am/We are] the personal representative[s] of the estate of [ANNUITANT] pursuant to the terms of [his/her] Last Will and Testament made the _____ day of _____, _____ (the "Will").
2. [ANNUITANT] was the annuitant of a registered plan issued by Portus Alternative Asset Management Inc. (the "Plan"), which Plan formed part of the assets of [ANNUITANT]'s estate.
3. The name[s], address[es] and birth date[s] of the residual beneficiary[ies] of [ANNUITANT]'s estate [is/are] attached hereto in Schedule "A".
4. None of the residual beneficiaries is under the age of majority or otherwise legally incapacitated.
5. [I/We] know of no beneficiary designation made by [ANNUITANT] respecting the Plan either made in this or a later Will or otherwise.
6. [I/We] will not be applying for a grant of probate or a Certificate of Appointment of Estate Trustee with a Will in respect of [ANNUITANT]'s estate.
7. All of the debts of [ANNUITANT] have been paid.

SCHEDULE "E"

AND [I/WE] MAKE this solemn Declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

DECLARED before me)
at the City of _____)
in the Province of _____)
on the _____ day of _____,)
200_)

A Commissioner, etc.)

Personal Representative

Personal Representative

SCHEDULE "E"

IN THE MATTER OF
THE ESTATE OF [ANNUITANT]

SCHEDULE "A"

INFORMATION ON RESIDUAL BENEFICIARIES

Name	Address	Date of Birth

SCHEDULE "E"

IN THE MATTER OF THE ESTATE OF

STATUTORY DECLARATION

SCHEDULE "F"

IN THE MATTER OF THE ESTATE OF [DECEASED ANNUITANT]

RELEASE AND INDEMNITY OF [RESIDUAL BENEFICIARY]

WHEREAS I, [RESIDUAL BENEFICIARY], do hereby acknowledge the following:

1. I am a residual beneficiary of the estate of a deceased annuitant who owned a Portus Alternative Asset Management Inc. registered plan (the "Plan"). The residual beneficiaries are named in the Last Will and Testament of the annuitant made the _____ day of _____, _____;
2. The value of the benefits payable to all such residual beneficiaries as a consequence of the annuitant's death do not exceed Five Thousand Dollars (\$5,000);
3. I have provided KPMG Inc. (the "Trustee"), in its capacity as the Trustee of the Consolidated Estate of Portus Alternative Asset Management Inc. and Portus Asset Management Inc., bankrupts, with a notarial copy of the annuitant's Last Will and Testament and a notarial copy of the annuitant's death certificate;
4. I have also provided the Trustee with a statutory declaration confirming that I have no knowledge of any beneficiary designation made by the annuitant respecting the Plan; and that the personal representatives of the annuitant's estate will not be applying for a grant of probate or Certificate of Appointment of Estate Trustee with a Will in respect of the annuitant's estate; and that all of the debts of the annuitant have been paid;
5. The personal representatives of the annuitant's estate have provided the Trustee with a similar statutory declaration, and additional declarations of the full names, birth dates and addresses of each residual beneficiary, and that none of the residual beneficiaries is under the age of majority or otherwise legally incapacitated; and
6. In exchange for the foregoing information and documentation, the Trustee has agreed to pay to me the Portus plan benefits to which I am entitled as a residual beneficiary of the annuitant's estate.

SCHEDULE "G"

CANADA	)	IN THE MATTER OF
)	
PROVINCE OF ONTARIO	)	The Estate of [DECEASED ANNUITANT]
)	
)	
TO WIT:)	
)	

STATUTORY DECLARATION

I, [PLAN DESIGNATED BENEFICIARY], of the [City, Town, etc.] of [Name of City or Town], in the Province of [Name of Province], SOLEMNLY DECLARE THAT:

1. I am the designated beneficiary of a Portus Alternative Asset Management Inc. registered plan (the "Plan") of which the deceased [ANNUITANT] was the annuitant (the "Annuitant"). This beneficiary designation was made by the Annuitant directly on the Plan.
2. The Annuitant died with a Will which contains no beneficiary designation or revocation of beneficiary designation in respect of the Plan.
3. The personal representative(s) of the Annuitant's estate will not be applying for a grant of probate or a Certificate of Appointment of Estate Trustee with a Will in respect of the Annuitant's estate.
4. I know of no later beneficiary designation or revocation of beneficiary designation made by the Annuitant respecting the Plan, by a later Will or otherwise.

AND I MAKE this solemn Declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

DECLARED before me)
at the City of _____)
in the Province of _____)
on the ____ day of _____,)
200_.)
_____)
A Commissioner, etc.)

_____)
[Plan Designated Beneficiary's Name]

SCHEDULE "G"

IN THE MATTER OF THE ESTATE OF

STATUTORY DECLARATION

SCHEDULE "H"

CANADA	)	IN THE MATTER OF
)	
PROVINCE OF ONTARIO	)	The Estate of [DECEASED ANNUITANT]
)	
)	
TO WIT:)	

STATUTORY DECLARATION

[I/WE], [PERSONAL REPRESENTATIVE], of the [City, Town, etc.] of [Name of City or Town], in the Province of [Name of Province], SOLEMNLY DECLARE THAT:

- [I am/We are]** the personal representative[s] of the estate of **[ANNUITANT]** (the "Annuitant") pursuant to the terms of **[his/her]** Last Will and Testament made the _____ day of _____, _____ (the "Will").
- The Annuitant was the annuitant of a registered plan issued by Portus Alternative Asset Management Inc. (the "Plan") on which **[PLAN DESIGNATED BENEFICIARY/IES]** was/were named as designated beneficiary(ies).
- [I/We]** know of no other beneficiary designation or revocation of beneficiary designation made by the Annuitant respecting the Plan after the designation made on the Plan (either in a later Will or otherwise).
- [I/We]** will not be applying for a grant of probate or a Certificate of Appointment of Estate Trustee with a Will in respect of the Annuitant's estate.

AND **[I/WE]** MAKE this solemn Declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

DECLARED before me)
at the City of _____)
in the Province of _____)
on the _____ day of _____,)
200_.)

A Commissioner, etc.

Personal Representative

Personal Representative

SCHEDULE 'H'

IN THE MATTER OF THE ESTATE OF

STATUTORY DECLARATION

SCHEDULE "I"

IN THE MATTER OF THE ESTATE OF [DECEASED ANNUITANT]

RELEASE AND INDEMNITY OF [PLAN DESIGNATED BENEFICIARY]

WHEREAS I, [PLAN DESIGNATED BENEFICIARY], do hereby acknowledge the following:

1. I am the designated beneficiary of a Portus Alternative Asset Management Inc. registered plan (the "Plan") of which the deceased [ANNUITANT] (the "Annuitant") was the annuitant. This beneficiary designation was made by the Annuitant directly on the Plan;
2. I confirm that to the best of my knowledge no beneficiary designation or revocation of beneficiary designation with respect to the Plan was made in the Annuitant's Last Will and Testament;
3. I have provided KPMG Inc. (the "Trustee"), in its capacity as the Trustee of the Consolidated Estate of Portus Alternative Asset Management Inc. and Portus Asset Management Inc., bankrupts, with a notarial copy of the Annuitant's Last Will and Testament and a notarial copy of the Annuitant's death certificate;
4. I have also provided the Trustee with a statutory declaration confirming that I know of no other beneficiary designation or revocation of beneficiary designation made by the Annuitant respecting the Plan; and that the personal representative of the Annuitant's estate will not be applying for a grant of probate or Certificate of Appointment of Estate Trustee with a Will in respect of the Annuitant's estate;
5. The personal representatives of the Annuitant's estate have provided the Trustee with a similar statutory declaration; and
6. In exchange for the foregoing information and documentation, the Trustee has agreed to pay to me the benefits to which I am entitled as the designated beneficiary of the Plan.

AND THEREFORE, I, the said designated beneficiary, do by these presents remise, release, quit claim and forever discharge the Trustee, its officers, directors, employees, agents, representatives, successors and assigns of and from any and all actions, causes of action, liabilities (whether accrued or actual contingent or otherwise), claims, debts, suits, demands, dues, covenants and accounts whatsoever in law or in equity, whether express or implied which I now have or ever had and may hereafter have or by reason of any cause, manner or thing whatsoever arising from or in connection with the payment of such benefits to me, and do hereby indemnify and save harmless the Trustee, its officers, directors, employees, agents, representatives, successors and assigns from and against all actions, causes of action, liabilities (whether accrued, actual, contingent or otherwise), claims, debts, suits, demands and accounts whatsoever that may be asserted against them in connection with or in any way arising from such payment or the administration thereof, including, without limitation, legal fees and expenses incurred or payable by them, in respect of any such matter.

AND, I do hereby acknowledge and declare that I understand the nature and consequences of this Release and Indemnity and do hereby further acknowledge that I was encouraged by the Trustee to obtain independent legal advice in respect of this Release and Indemnity and have done so, or have carefully considered the matter and declined to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

DATED AT _____, in the Province of _____, this _____ day of _____, 200 .

Signed, sealed and delivered in the presence of _____

Witness _____

)
)
)
)
) _____ l/s

Name of Witness:

Please print

SCHEDULE "J"

IN THE MATTER OF THE ESTATE OF

STATUTORY DECLARATION

SCHEDULE "L"

IN THE MATTER OF THE ESTATE OF [DECEASED ACCOUNT HOLDER]

RELEASE AND INDEMNITY OF [RESIDUAL BENEFICIARY]

WHEREAS I, [RESIDUAL BENEFICIARY], do hereby acknowledge the following:

1. The deceased account holder died owning assets in a non-registered account at Portus Alternative Asset Management Inc. (the "Account");
2. The value of the assets held in the Account does not exceed Five Thousand Dollars (\$5,000);
3. I have provided KPMG Inc. (the "Trustee"), in its capacity as the Trustee of the Consolidated Estate of Portus Alternative Asset Management Inc. and Portus Asset Management Inc., bankrupts, with a notarial copy of the account holder's Last Will and Testament and a notarial copy of the account holder's death certificate;
4. I have also provided the Trustee with a statutory declaration confirming that I have no knowledge of a later Last Will and Testament made by the account holder; and that the personal representatives of the account holder's estate will not be applying for a grant of probate or Certificate of Appointment of Estate Trustee with a Will in respect of the account holder's estate; and that all of the debts of the deceased account holder have been paid;
5. The personal representatives of the account holder's estate have provided the Trustee with a similar statutory declaration, and additional declarations of the full names, birth dates and addresses of each residual beneficiary, and that none of the residual beneficiaries is under the age of majority or otherwise legally incapacitated; and
6. In exchange for the foregoing information and documentation, the Trustee has agreed to pay to me the Account proceeds to which I am entitled as a residual beneficiary of the Account.

AND THEREFORE, I, the said residual beneficiary, do by these presents remise, release, quit claim and forever discharge the Trustee, its officers, directors, employees, agents, representatives, successors and assigns of and from any and all actions, causes of action, liabilities

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

Court File No. 31-OR-207257-T

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

ORDER

ThorntonGroutFinnigan LLP
Barristers and Solicitors
100 Wellington Street West
Suite 3200, P.O. Box 329
Canadian Pacific Tower
Toronto, ON M5K 1K7

James H. Grout (LSUC# 22741H 1B)
John L. Finnigan (LSUC# 240408)
Larry Ellis (LSUC# 49313KC)

Tel: (416) 304-1616
Fax: (416) 304-1313

Solicitors for KPMG Inc., in its capacity as
Trustee of the Consolidated Estate of Portus
Alternative Asset Management Inc. and Portus
Asset Management Inc., bankrupts

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

Court File No. 31-OR-207257-T

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

MOTION RECORD

ThorntonGroutFinnigan LLP
Barristers and Solicitors
100 Wellington Street West
Suite 3200, P.O. Box 329
Canadian Pacific Tower
Toronto, ON M5K 1K7

James H. Grout (LSUC# 22741H 1B)
John L. Finnigan (LSUC# 240408)
Larry Ellis (LSUC# 49313KC)

Tel: (416) 304-1616
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Solicitors for KPMG Inc., in its capacity as
Trustee of the Consolidated Estate of Portus
Alternative Asset Management Inc. and Portus
Asset Management Inc., bankrupts

TERMS AND CONDITIONS OF SITE USE

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

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

These website terms and conditions of use (the "Terms of Use") is a legal agreement between the visitor to this Site ("you") and Portus Alternative Asset Management Inc. by its Receiver and Trustee in Bankruptcy, of the estate of Portus Alternative Asset Management Inc., KPMG Inc. (the "Site Operator") concerning your access to and use of this Site.

BY ACCESSING AND USING THIS SITE YOU ARE ACKNOWLEDGING YOUR ACCEPTANCE OF AND AGREEMENT TO THESE TERMS OF USE AND THAT YOU INTEND TO BE LEGALLY BOUND BY THEM.

IF YOU DO NOT AGREE WITH ONE OR MORE OF THESE TERMS OF USE YOU MAY NOT ACCESS OR USE THE SITE OR ANY INFORMATION CONTAINED ON THE SITE.

In consideration of the mutual covenants contained in these Terms of Use and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), you and the Site Operator agree as follows:

Purpose

The Site contains legal documents, information and data pertaining to the receivership of Portus Alternative Asset Management Inc. (the "Site Content") and is presented by the Site Operator solely and exclusively as a public service for informational purposes only. The Site Operator hereby grants you a personal, non-transferable and non-exclusive right to access, read and download the Site Content which shall only be used by you solely and exclusively for your personal and private use. You agree that you acquire absolutely no rights or licenses to the Site or any Site Content other than the limited right to access and use the Site and Site Content in accordance with these Terms of Use. Transmissions to the Site by you are not protected and no confidentiality will be maintained with respect such transmissions by you which are made at your sole risk.

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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.

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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.

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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.

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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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