



Court File No. 31-OR-207257-T

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

THE HONOURABLE MR.) WEDNESDAY THE 16TH DAY
)
JUSTICE COLIN L. CAMPBELL) 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", is written over a horizontal line.

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,

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.

SCHEDULE "G"

CANADA)	IN THE MATTER OF
)	
PROVINCE OF ONTARIO)	The Estate of [DECEASED ACCOUNT
)	HOLDER]
)	
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 [ACCOUNT HOLDER]. Among the assets of the estate is a Portus Alternative Asset Management Inc. non-registered account (the "Account") of which the deceased [ACCOUNT HOLDER] was the owner.
2. I have no knowledge of any later Last Will and Testament made by [ACCOUNT HOLDER].
3. The personal representative(s) of [ACCOUNT HOLDER]'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 [ACCOUNT HOLDER]'s estate.
4. All of the debts of [ACCOUNT HOLDER] 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 "H"

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 "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.

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

(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 such payment 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

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
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Canadian Pacific Tower
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

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The Site may include hypertext links to third party web sites solely for the purpose of helping you identify and locate other sources of information that may be of interest. Hypertext links do not imply an endorsement of (including that the Site Operator has reviewed such sites) or association with such third party web sites and the Site Operator, its affiliates and related companies are not responsible for such third party web sites or the information contained on such third party web sites. Use of third party web sites is entirely at your sole discretion and risk and You may not create links from other web sites to this Site. Any copying, republication or redistribution of any part of the Site, including by caching, framing or similar means, is expressly prohibited without the prior written consent of the Site Operator.

Conformance with Law

In addition to complying with these Terms of Use, you agree to use the Site and Site Content for lawful purposes only and in a manner consistent with all applicable local, national or international laws and regulations. The Site shall not be used where, and to any extent, such use is prohibited by law. Your use of the Site from any location is subject to your compliance with all applicable laws and regulations that may be applicable to you. You agree, and confirm, that your use of the Site is in full compliance with the laws of the jurisdiction(s) to which you are subject, and that you are not prohibited from using the Site due to any restriction whatsoever.

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

English shall be the language of the Site, and all contents, information and communication in connection with the Site, and the parties waive any right to use and rely upon any other language or translations. Il est la volonté express des parties que le présent Site et tous les affaires qui s'y rapportent soient rédigés en langue anglaise, exception faite des documents pour lesquels la loi exige l'usage exclusif du français.

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.