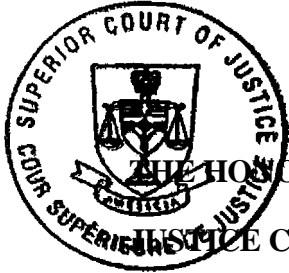


**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(IN BANKRUPTCY AND INSOLVENCY)**



HONOURABLE MR. )

JUSTICE COLIN L. CAMPBELL )

**FRIDAY THE 15<sup>TH</sup> DAY**

**OF DECEMBER, 2006**

IN THE MATTER OF THE BANKRUPTCY OF PORTUS ALTERNATIVE ASSET MANAGEMENT INC., PORTUS ASSET MANAGEMENT INC., BANCNOTE CORP., SOUTHVIEW ASSET MANAGEMENT INC., SOUTHVIEW 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

**ORDER**

**THIS MOTION** made by KPMG Inc., in its capacity as the Trustee of the Estate of Portus Alternative Asset Management Inc. (“PAAM”), a bankrupt, for the relief set out in its Notice of Motion herein dated December 7, 2006, was heard this day at 330 University Ave., in the City of Toronto.

**UPON READING** the Affidavit of I. George Gutfreund sworn December 7, 2006 and upon hearing the submissions of counsel for the Trustee, counsel for Concentra and counsel for Manulife Securities International Ltd., Berkshire Securities Inc., the Representative Counsel and Royal Bank of Canada RBC Dominion Securities,

**Defined Terms**

1. **THIS COURT ORDERS** that the capitalized terms that are used in this Order shall have the meaning ascribed to them in the Glossary of Terms attached hereto as Schedule “A”.

## **Agency Agreement**

2. **THIS COURT ORDERS** that the Trustee Agency Agreement be and it is hereby approved and the Trustee be and it is hereby authorized and directed to exercise its powers and discharge its obligations under the Trustee Agency Agreement.

## **Payment of Distributions to Portus Registered Plans**

### *Portus Registered Plans Having Registered Plan Investors*

3. **THIS COURT ORDERS** that, in order for the Trustee to pay a Distribution to a Portus Registered Plan that has as its beneficiary a Registered Plan Investor who is not deceased, the Registered Plan Investor shall first deliver the following to the Trustee:

- (a) an Alternative Registered Plan Designation Form;
- (b) a Direction and Release Letter; and
- (c) a completed Transfer Form to the Trustee.

4. **THIS COURT ORDERS** that, upon compliance with paragraph 3 hereof by the Registered Plan Investor, the Trustee shall credit the Distribution to the corresponding Portus Registered Plan and shall thereafter transfer the Distribution to the Alternative Registered Plan.

### *Portus RSPs Having Deceased Registered Plan Investors*

5. **THIS COURT ORDERS** that, where:

- (a) a Registered Plan Investor held his/her investment through a Portus RSP;
- (b) the Registered Plan Investor is deceased;
- (c) the Spouse has survived the Registered Plan Investor; and
- (d) the Portus RSP is a Portus LRSP or a Portus LIRA, the Spouse has an interest in the Portus RSP and the Spouse is entitled to, and chooses to receive, a cash payment;

then, the Trustee shall credit the Distribution to the corresponding Portus RSP and shall thereafter distribute the Distribution to the Spouse upon the Spouse providing the Trustee with satisfactory evidence of the foregoing facts.

6. **THIS COURT ORDERS** that, where:

- (a) a Registered Plan Investor held his/her investment through a Portus RSP;
- (b) the Registered Plan Investor is deceased;
- (c) the Spouse has survived the Registered Plan Investor; and
- (d) the Portus RSP is a Portus LRSP or a Portus LIRA, the Spouse has an interest in the Portus RSP and the Spouse is not entitled to, or chooses not to receive, a cash payment;

then, the Spouse shall first deliver the following to the Trustee:

- (e) an Alternative Registered Plan Designation Form;
- (f) a Direction and Release Letter; and
- (g) a completed Transfer Form.

7. **THIS COURT ORDERS** that, upon compliance with paragraph 6 hereof by the Spouse, the Trustee shall credit the Distribution to the corresponding Portus RSP and shall thereafter transfer the Distribution to the Alternative Registered Plan.

8. **THIS COURT ORDERS** that, where:

- (a) the Registered Plan Investor held his/her investment through a Portus RSP;
- (b) the Registered Plan Investor is deceased;
- (c) the Spouse has survived the Registered Plan Investor;
- (d) the Registered Plan Investor has designated a beneficiary;

- (e) the designated beneficiary has survived the Registered Plan Investor;
- (f) the Portus RSP is a Portus LRSP or a Portus LIRA; and
- (g) the Spouse has no interest in the Portus RSP;

then the Trustee shall credit the Distribution to the corresponding Portus RSP and thereafter shall distribute the Distribution to the designated beneficiary upon the designated beneficiary providing satisfactory evidence to the Trustee of the foregoing facts.

9. **THIS COURT ORDERS** that, where:

- (a) a Registered Plan Investor held his/her investment through a Portus RSP;
- (b) the Registered Plan Investor is deceased;
- (c) the Spouse has survived the Registered Plan Investor;
- (d) the Registered Plan Investor did not designate a beneficiary;
- (e) the Portus RSP is a Portus LRSP or a Portus LIRA; and
- (f) the Spouse has no interest in the Portus RSP;

then, the Trustee shall credit the Distribution to the corresponding Portus RSP and shall thereafter distribute the Distribution to the Legal Representative upon the Legal Representative providing the Trustee with satisfactory evidence of the foregoing facts.

10. **THIS COURT ORDERS** that, where:

- (a) a Registered Plan Investor held his/her investment through a Portus RSP;
- (b) the Portus RSP is not a Portus LRSP or a Portus LIRA;
- (c) the Registered Plan Investor is deceased;
- (d) the Registered Plan Investor has designated a beneficiary; and

- (e) the designated beneficiary has survived the Registered Plan Investor;

then, the Trustee shall credit the Distribution to the corresponding Portus RSP and shall thereafter distribute the Distribution to the designated beneficiary upon the designated beneficiary providing satisfactory evidence to the Trustee of the foregoing facts.

11. **THIS COURT ORDERS** that, where:

- (a) the Registered Plan Investor held his/her investment through a Portus RSP;
- (b) the Portus RSP is not a Portus LRSP or a Portus LIRA;
- (c) the Registered Plan Investor is deceased; and
- (d) the Registered Plan Investor has not designated a beneficiary or any designated beneficiaries have not survived the Registered Plan Investor;

then, the Trustee shall credit the Distribution to the corresponding Portus RSP and shall thereafter distribute the Distribution to the Legal Representative upon the Legal Representative providing the Trustee with satisfactory evidence of the foregoing facts.

*Portus RIFs Having Deceased Registered Plan Investors*

12. **THIS COURT ORDERS** that, where:

- (a) a Registered Plan Investor held his/her investment through a Portus RIF;
- (b) the Registered Plan Investor is deceased;
- (c) the Spouse has survived the Registered Plan Investor; and
- (d) the Portus RIF is a Portus LIF or a Portus LRIF, the Spouse has an interest in the Portus RIF and the Spouse is entitled to, and chooses to receive, a cash payment;

then, the Trustee shall credit the Distribution to the corresponding Portus RIF and shall thereafter distribute the Distribution to the Spouse upon the Spouse providing the Trustee with satisfactory evidence of the foregoing facts.

13. **THIS COURT ORDERS** that, where:

- (a) a Registered Plan Investor held his/her investment through a Portus RIF;
- (b) the Registered Plan Investor is deceased;
- (c) the Spouse has survived the Registered Plan Investor; and
- (d) the Portus RIF is a Portus LIF or a Portus LRIF, the Spouse has an interest in the Portus RIF and the Spouse is not entitled to, or chooses not to receive, a cash payment;

then, the Spouse shall first deliver the following to the Trustee:

- (e) an Alternative Registered Plan Designation Form;
- (f) a Direction and Release Letter; and
- (g) a completed Transfer Form.

14. **THIS COURT ORDERS** that, upon compliance with paragraph 13 hereof by the Spouse, the Trustee shall credit the Distribution to the corresponding Portus RIF and shall thereafter transfer the Distribution to the Alternative Registered Plan.

15. **THIS COURT ORDERS** that, where:

- (a) a Registered Plan Investor held his/her investment through a Portus RIF;
- (b) the Registered Plan Investor is deceased;
- (c) the Spouse has survived the Registered Plan Investor;
- (d) the Registered Plan Investor has designated a beneficiary;
- (e) the designated beneficiary has survived the Registered Plan Investor;
- (f) the Portus RIF is a Portus LIF or a Portus LRIF; and

- (g) the Spouse has no interest in the Portus RIF;

then, the Trustee shall credit the Distribution to the corresponding Portus RIF and shall thereafter distribute the Distribution to the designated beneficiary upon the designated beneficiary providing the Trustee with satisfactory evidence of the foregoing facts.

16. **THIS COURT ORDERS** that, where:

- (a) a Registered Plan Investor held his/her investment through a Portus RIF;
- (b) the Registered Plan Investor is deceased;
- (c) the Spouse has survived the Registered Plan Investor;
- (d) the Registered Plan Investor did not designate a beneficiary;
- (e) the Portus RIF is a Portus LIF or a Portus LRIF; and
- (f) the Spouse has no interest in the Portus RIF;

then, the Trustee shall credit the Distribution to the corresponding Portus RIF and shall thereafter distribute the Distribution to the Legal Representative upon the Legal Representative providing the Trustee with satisfactory evidence of the foregoing facts.

17. **THIS COURT ORDERS** that, where:

- (a) a Registered Plan Investor held his/her investment through a Portus RIF;
- (b) the Portus RIF is not a Portus LIF or a Portus LRIF;
- (c) the Registered Plan Investor is deceased;
- (d) the Registered Plan Investor has designated a beneficiary; and
- (e) the designated beneficiary has survived the Registered Plan Investor;

then, the Trustee shall credit the Distribution to the corresponding Portus RIF and shall thereafter distribute the Distribution to the designated beneficiary upon the designated beneficiary providing the Trustee with satisfactory evidence of the foregoing facts.

18. **THIS COURT ORDERS** that, where:

- (a) the Registered Plan Investor held his/her investment through a Portus RIF;
- (b) the Portus RIF is not a Portus LIF or a Portus LRIF;
- (c) the Registered Plan Investor is deceased; and
- (d) the Registered Plan Investor has not designated a beneficiary or any designated beneficiaries have not survived the Registered Plan Investor;

then, the Trustee shall credit the Distribution to the corresponding Portus RIF and shall thereafter distribute the Distribution to the Legal Representative upon the Legal Representative providing the Trustee with satisfactory evidence of the foregoing facts.

### **Sale of Provable Claims**

#### *Portus Registered Plans Having Registered Plan Investors*

19. **THIS COURT ORDERS** that, where a Registered Plan Investor who is not deceased wishes to sell a Provable Claim held by a Portus Registered Plan, the Purchaser shall first deliver the following to the Trustee:

- (a) an executed Claim Assignment;
- (b) the Purchase Price, in trust, pending the release of a fully executed Claim Assignment by the Trustee;
- (c) an Alternative Registered Plan Designation Form;
- (d) a Direction and Release Letter; and
- (e) a completed Transfer Form.

20. **THIS COURT ORDERS** that, upon compliance with paragraph 19 hereof by the Purchaser, the Trustee shall execute the Claim Assignment and deliver the fully executed Claim Assignment to the Purchaser, credit the Purchase Price to the corresponding Portus Registered Plan and shall thereafter transfer the Purchase Price to the Alternative Registered Plan.

*Portus RSPs Having Deceased Registered Plan Investors*

21. **THIS COURT ORDERS** that, where:

- (a) a Registered Plan Investor held his/her investment through a Portus RSP;
- (b) the Registered Plan Investor is deceased;
- (c) the Spouse has survived the Registered Plan Investor;
- (d) the Portus RSP is a Portus LRSP or a Portus LIRA, the Spouse has an interest in the Portus RSP and the Spouse is entitled to, and chooses to receive, a cash payment; and
- (e) the Spouse wishes to sell the Provable Claim held by the Portus RSP;

then, the Purchaser shall first deliver the following to the Trustee:

- (f) an executed Claim Assignment;
- (g) the Purchase Price, in trust, pending the release of a fully executed Claim Assignment by the Trustee;
- (h) a Direction and Release Letter; and
- (i) satisfactory evidence of the foregoing facts.

22. **THIS COURT ORDERS** that, upon compliance with paragraph 21 hereof by the Purchaser, the Trustee shall execute the Claim Assignment and deliver the fully executed Claim Assignment to the Purchaser, credit the Purchase Price to the corresponding Portus RSP and shall thereafter distribute the Purchase Price to the Spouse.

23. **THIS COURT ORDERS** that, where:

- (a) a Registered Plan Investor held his/her investment through a Portus RSP;
- (b) the Registered Plan Investor is deceased;
- (c) the Spouse has survived the Registered Plan Investor;
- (d) the Portus RSP is a Portus LRSP or a Portus LRA, the Spouse has an interest in the Portus RSP and the Spouse is not entitled to, or chooses not to receive, a cash payment; and
- (e) the Spouse wishes to sell the Provable Claim held by the Portus RSP;

then, the Purchaser shall first deliver the following to the Trustee:

- (f) an executed Claim Assignment;
- (g) the Purchase Price, in trust, pending the release of a fully executed Claim Assignment by the Trustee;
- (h) an Alternative Registered Plan Designation Form;
- (i) a Direction and Release Letter;
- (j) a completed Transfer Form; and
- (k) satisfactory evidence of the foregoing facts.

24. **THIS COURT ORDERS** that, upon compliance with paragraph 23 hereof by the Purchaser, the Trustee shall execute the Claim Assignment and deliver the fully executed Claim Assignment to the Purchaser, credit the Purchase Price to the corresponding Portus RSP and shall thereafter transfer the Purchase Price to the Alternative Registered Plan.

25. **THIS COURT ORDERS** that, where:

- (a) a Registered Plan Investor held his/her investment through a Portus RSP;

- (b) the Registered Plan Investor is deceased;
- (c) the Spouse has survived the Registered Plan Investor;
- (d) the Registered Plan Investor has designated a beneficiary;
- (e) the designated beneficiary has survived the Registered Plan Investor;
- (f) the Portus RSP is a Portus LRSP or a Portus LIRA;
- (g) the Spouse has no interest in the Portus RSP; and
- (h) the designated beneficiary wishes to sell the Provable Claim held by the Portus RSP;

then, the Purchaser shall first deliver the following to the Trustee:

- (i) an executed Claim Assignment;
- (j) the Purchase Price, in trust, pending the release of a fully executed Claim Assignment by the Trustee;
- (k) a Direction and Release Letter; and
- (l) satisfactory evidence of the foregoing facts.

26. **THIS COURT ORDERS** that, upon compliance with paragraph 25 hereof by the Purchaser, the Trustee shall execute the Claim Assignment and deliver the fully executed Claim Assignment to the Purchaser, credit the Purchase Price to the corresponding Portus RSP and shall thereafter distribute the Purchase Price to the designated beneficiary.

27. **THIS COURT ORDERS** that, where:

- (a) a Registered Plan Investor held his/her investment through a Portus RSP;
- (b) the Registered Plan Investor is deceased;
- (c) the Spouse has survived the Registered Plan Investor;

- (d) the Registered Plan Investor did not designate a beneficiary;
- (e) the Portus RSP is a Portus LRSP or a Portus LIRA;
- (f) the Spouse has no interest in the Portus RSP; and
- (g) the Legal Representative wishes to sell the Provable Claim held by the Portus RSP;

then, the Purchaser shall first deliver the following to the Trustee:

- (h) an executed Claim Assignment;
- (i) the Purchase Price, in trust, pending the release of a fully executed Claim Assignment by the Trustee;
- (j) a Direction and Release Letter; and
- (k) satisfactory evidence of the foregoing facts.

28. **THIS COURT ORDERS** that, upon compliance with paragraph 27 hereof by the Purchaser, the Trustee shall execute the Claim Assignment and deliver the fully executed Claim Assignment to the Purchaser, credit the Purchase Price to the corresponding Portus RSP and shall thereafter distribute the Purchase Price to the Legal Representative.

29. **THIS COURT ORDERS** that, where:

- (a) a Registered Plan Investor held his/her investment through a Portus RSP;
- (b) the Portus RSP is not a Portus LRSP or a Portus LIRA;
- (c) the Registered Plan Investor is deceased;
- (d) the Registered Plan Investor has designated a beneficiary;
- (e) the designated beneficiary has survived the Registered Plan Investor; and
- (f) the designated beneficiary wishes to sell the Provable Claim held by the Portus RSP;

then, the Purchaser shall first deliver the following to the Trustee:

- (g) an executed Claim Assignment;
- (h) the Purchase Price, in trust, pending the release of a fully executed Claim Assignment by the Trustee;
- (i) a Direction and Release Letter; and
- (j) satisfactory evidence of the foregoing facts.

30. **THIS COURT ORDERS** that, upon compliance with paragraph 29 hereof by the Purchaser, the Trustee shall execute the Claim Assignment and deliver the fully executed Claim Assignment to the Purchaser, credit the Purchase Price to the corresponding Portus RSP and shall thereafter distribute the Purchase Price to the designated beneficiary.

31. **THIS COURT ORDERS** that, where:

- (a) a Registered Plan Investor held his/her investment through a Portus RSP;
- (b) the Portus RSP is not a Portus LRSP or a Portus LIRA;
- (c) the Registered Plan Investor is deceased;
- (d) the Registered Plan Investor has not designated a beneficiary or any designated beneficiaries have not survived the Registered Plan Investor; and
- (e) the Legal Representative wishes to sell the Provable Claim held by the Portus RSP;

then, the Purchaser shall first deliver the following to the Trustee:

- (f) an executed Claim Assignment;
- (g) the Purchase Price, in trust, pending the release of a fully executed Claim Assignment by the Trustee;
- (h) a Direction and Release Letter; and

- (i) satisfactory evidence of the foregoing facts.

32. **THIS COURT ORDERS** that, upon compliance with paragraph 31 hereof by the Purchaser, the Trustee shall execute the Claim Assignment and deliver the fully executed Claim Assignment to the Purchaser, credit the Purchase Price to the corresponding Portus RSP and shall thereafter distribute the Purchase Price to the Legal Representative.

*Portus RIFs Having Deceased Registered Plan Investors*

33. **THIS COURT ORDERS** that, where:

- (a) a Registered Plan Investor held his/her investment through a Portus RIF;
- (b) the Registered Plan Investor is deceased;
- (c) the Spouse has survived the Registered Plan Investor;
- (d) the Portus RIF is a Portus LIF or a Portus LRIF, the Spouse has an interest in the Portus RIF and the Spouse is entitled to, and chooses to receive, a cash payment; and
- (e) the Spouse wishes to sell the Provable Claim held by the Portus RIF;

then, the Purchaser shall first deliver the following to the Trustee:

- (f) an executed Claim Assignment;
- (g) the Purchase Price, in trust, pending the release of a fully executed Claim Assignment by the Trustee;
- (h) a Direction and Release Letter; and
- (i) satisfactory evidence of the foregoing facts.

34. **THIS COURT ORDERS** that, upon compliance with paragraph 33 hereof by the Purchaser, the Trustee shall execute the Claim Assignment and deliver the fully executed Claim Assignment to the Purchaser, credit the Purchase Price to the corresponding Portus RIF and shall thereafter distribute the Purchase Price to the Spouse.

35. **THIS COURT ORDERS** that, where:

- (a) a Registered Plan Investor held his/her investment through a Portus RIF;
- (b) the Registered Plan Investor is deceased;
- (c) the Spouse has survived the Registered Plan Investor;
- (d) the Portus RIF is a Portus LIF or a Portus LRIF, the Spouse has an interest in the Portus RIF, and the Spouse is not entitled to, or chooses not to receive, a cash payment; and
- (e) the Spouse wishes to sell the Provable Claim held by the Portus RIF;

then, the Purchaser shall first deliver to the Trustee:

- (f) an executed Claim Assignment;
- (g) the Purchase Price, in trust, pending the release of a fully executed Claim Assignment by the Trustee;
- (h) an Alternative Registered Plan Designation Form;;
- (i) a Direction and Release Letter;
- (j) a completed Transfer Form; and
- (k) satisfactory evidence of the foregoing facts.

36. **THIS COURT ORDERS** that, upon compliance with paragraph 35 hereof by the Purchaser, the Trustee shall execute the Claim Assignment and deliver the fully executed Claim Assignment to the Purchaser, credit the Purchase Price to the corresponding Portus RIF and shall thereafter transfer the Purchase Price to the Alternative Registered Plan.

37. **THIS COURT ORDERS** that, where:

- (a) a Registered Plan Investor held his/her investment through a Portus RIF;

- (b) the Registered Plan Investor is deceased;
- (c) the Spouse has survived the Registered Plan Investor;
- (d) the Portus RIF is a Portus LIF or a Portus LRIF;
- (e) the Spouse has no interest in the Portus RIF;
- (f) the Registered Plan Investor has designated a beneficiary;
- (g) the designated beneficiary has survived the Registered Plan Investor; and
- (h) the designated beneficiary wishes to sell the Provable Claim held by the Portus RIF;

then, the Purchaser shall first deliver the following to the Trustee;

- (i) an executed Claim Assignment;
- (j) the Purchase Price, in trust, pending the release of a fully executed Claim Assignment by the Trustee;
- (k) a Direction and Release Letter; and
- (l) satisfactory evidence of the foregoing facts.

38. **THIS COURT ORDERS** that, upon compliance with paragraph 37 hereof by the Purchaser, the Trustee shall execute the Claim Assignment and deliver the fully executed Claim Assignment to the Purchaser, credit the Purchase Price to the corresponding Portus RIF and shall thereafter distribute the Purchase Price to the designated beneficiary.

39. **THIS COURT ORDERS** that, where:

- (a) a Registered Plan Investor held his/her investment through a Portus RIF;
- (b) the Registered Plan Investor is deceased;
- (c) the Spouse has survived the Registered Plan Investor;

- (d) the Registered Plan Investor did not designate a beneficiary;
- (e) the Portus RIF is a Portus LIF or a Portus LRIF;
- (f) the Spouse has no interest in the Portus RIF; and
- (g) the Legal Representative wishes to sell the Provable Claim held by the Portus RIF;

then, the Purchaser shall first deliver the following to the Trustee:

- (h) an executed Claim Assignment;
- (i) the Purchase Price, in trust, pending the release of a fully executed Claim Assignment by the Trustee;
- (j) a Direction and Release Letter; and
- (k) satisfactory evidence of the foregoing facts.

40. **THIS COURT ORDERS** that, upon compliance with paragraph 39 hereof by the Purchaser, the Trustee shall execute the Claim Assignment and deliver the fully executed Claim Assignment to the Purchaser, credit the Purchase Price to the corresponding Portus RIF and shall thereafter distribute the Purchase Price to the Legal Representative.

41. **THIS COURT ORDERS** that, where:

- (a) a Registered Plan Investor held his/her investment through a Portus RIF;
- (b) the Portus RIF is not a Portus LIF or a Portus LRIF;
- (c) the Registered Plan Investor is deceased;
- (d) the Registered Plan Investor has designated a beneficiary;
- (e) the designated beneficiary has survived the Registered Plan Investor; and
- (f) the designated beneficiary wishes to sell the Provable Claim held by the Portus RIF;

then, the Purchaser shall first deliver the following to the Trustee:

- (g) an executed Claim Assignment;
- (h) the Purchase Price, in trust, pending the release of a fully executed Claim Assignment by the Trustee;
- (i) a Direction and Release Letter; and
- (j) satisfactory evidence of the foregoing facts.

42. **THIS COURT ORDERS** that, upon compliance with paragraph 41 hereof by the Purchaser, the Trustee shall execute the Claim Assignment and deliver the fully executed Claim Assignment to the Purchaser, credit the Purchase Price to the corresponding Portus RIF and shall thereafter distribute the Purchase Price to the designated beneficiary.

43. **THIS COURT ORDERS** that, where:

- (a) a Registered Plan Investor held his/her investment through a Portus RIF;
- (b) the Portus RIF is not a Portus LIF or a Portus LRIF;
- (c) the Registered Plan Investor is deceased;
- (d) the Registered Plan Investor has not designated a beneficiary or any designated beneficiaries have not survived the Registered Plan Investor; and
- (e) the Legal Representative wishes to sell the Provable Claim held by the Portus RIF;

then, the Purchaser shall first deliver the following to the Trustee:

- (f) an executed Claim Assignment;
- (g) the Purchase Price, in trust, pending the release of a fully executed claim Assignment by the Trustee;
- (h) a Direction and Release Letter; and

- (i) satisfactory evidence of the foregoing facts.

44. **THIS COURT ORDERS** that, upon compliance with paragraph 43 hereof by the Purchaser, the Trustee shall execute the Claim Assignment and deliver the fully executed Claim Assignment to the Purchaser, credit the Purchase Price to the corresponding Portus RIF and shall thereafter distribute the Purchase Price to the Legal Representative.

45. **THIS COURT ORDERS** that, where the Trustee receives the Purchase Price for a Provable Claim from a Purchaser:

- (a) the Trustee shall deposit the Purchase Price into a non-interest bearing trust account;
- (b) the Trustee shall be under no obligation to pay any interest on the funds deposited into that non-interest bearing trust account; and
- (c) the Trustee shall hold the Purchase Price in trust pending (i) the delivery by the Purchaser to the Trustee of all documents and evidence required by this Order to complete the sale of a Provable Claim by a Portus Registered Plan or (ii) the receipt of joint written instructions from the Purchaser and the duly authorized party acting on behalf of the Portus Registered Plan rescinding the sale of the Provable Claim and directing the Trustee to return the Purchase Price to the Purchaser or (iii) upon receipt of the advice and direction of this Court.

### **Direct Payments**

46. **THIS COURT ORDERS** that, where a person entitled to direct the Trustee to pay a Distribution or the Purchase Price of a Provable Claim to a Portus Registered Plan, wishes to receive the Distribution or the Purchase Price directly and is entitled to do so, such person may do so by delivering a Direction and Release Letter to the Trustee and, upon receipt of such a Direction and Release Letter, the Trustee shall pay the Distribution or the Purchase Price as the case may be directly to such person or as such person may direct together with any forms required by the ITA or any other law and the Trustee shall withhold any taxes required by the ITA or any other law.

### **Termination of Portus Registered Plans**

47. **THIS COURT ORDERS** that, the Trustee and Concentra be and they are hereby authorized and directed to terminate the Portus Registered Plans once all Distributions have been paid by the Trustee, all Purchase Prices have been paid by the Purchasers and all Distributions and Purchase Prices have been received and distributed by the Portus Registered Plans.

### **Fees**

48. **THIS COURT ORDERS** that the Trustee be and it is hereby authorized to pay fees to Concentra in respect of the Portus Registered Plans accordance with the Original Agency Agreement up to the date of closure of each Portus Registered Plan.

### **Legal Fees**

49. **THIS COURT ORDERS** that the Trustee shall pay the reasonable legal fees and disbursements incurred by Concentra in connection with the Trustee Agency Agreement and this motion subject to assessment by this Honourable Court if requested by the Trustee.

### **Notice Program**

50. **THIS COURT ORDERS** that, the Trustee be and it is hereby authorized and directed to deliver written instructions regarding the procedures for the payment of Distributions and the sale of Provable Claims established by this Order together with the form of Direction and Release Letter, the form of Alternative Registered Plan Designation Form and the form of the Transfer Form to each Registered Plan Investor at their last known address by way of ordinary mail and to post the written instructions together with the form of the documents referred to above on the website for the Estate maintained by the Trustee.

### **Discretionary Authority**

51. **THIS COURT ORDERS** that, where the payment of a Distribution or the sale of a Provable Claim cannot be implemented in accordance with the procedures set out in this Order, the Trustee be and it is hereby authorized to implement the payment of the Distribution or the sale of the

Provable Claim as the Trustee and the party authorized to instruct the Trustee in respect thereof may agree.

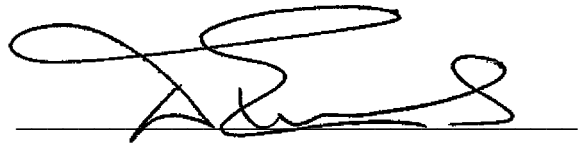
52. **THIS COURT ORDERS** that, where the Portus Registered Plan was established by a person who executed the Portus Registered Plan “in trust for” other individuals including, without limitation, minors, the Trustee may accept directions from such persons who deliver a Direction and Release Letter to the Trustee.

#### **Advice and Direction**

53. **THIS COURT ORDERS** that the Trustee may, at any time, seek the advice and direction of this Honourable Court regarding the payment of Distributions, the sale of Provable Claims and/or the fulfilment of its duties under this Order and/or the Agency Agreement.

#### **Limitation of Liability**

54. **THIS COURT ORDERS** that neither Concentra nor the Trustee shall be liable to any person on account of any cause, matter or thing arising out of or in anyway connected with the payment of Distributions or the Purchase Price of any Provable Claim by the Trustee pursuant to this Order.

A handwritten signature in black ink, appearing to read 'David Evans', is written over a horizontal line.

**David Evans**  
Registrar, Superior Court of Justice

## Glossary of Terms

“**Alternative Registered Plan**” means a deferred income plan that is sponsored by an issuer other than PAAM and that is the same type of registered plan as the relevant Portus Registered Plan.

“**Alternative Registered Plan Designation Form**” means the form prescribed by the Trustee that is to be used by a Registered Plan Investor or a Spouse, as the case may be, for the purpose of designating an Alternative Registered Plan.

“**BIA**” means the *Bankruptcy and Insolvency Act* (Canada).

“**Claim Assignment**” means an absolute assignment of a Provable Claim held by a Portus Registered Plan that is in form and content satisfactory to the Trustee pursuant to which Concentra’s legal interest, and a Registered Plan Investor’s beneficial interest, in the Provable Claim is assigned to a Purchaser by the Trustee.

“**Concentra**” means Concentra Trust, the successor to Co-operative Trust Company of Canada, in its capacity as trustee of the Portus Registered Plans.

“**Direction and Release Letter**” means a letter to the Trustee from a Registered Plan Representative (i) directing the Trustee to pay any Distribution in respect of a Provable Claim held by a Portus Registered Plan, and any proceeds from the sale of the Provable Claim, to the Portus Registered Plan, (ii) directing the Trustee to then transfer the Distributions or the Purchase Price so received by the Portus Registered Plan from the Portus Registered Plan to an Alternative Registered Plan or as otherwise directed by the Registered Plan Representative, and (iii) providing each of Concentra and the Trustee with the form of release set out in the letter.

“**Distribution**” means any Distribution paid by the Trustee pursuant to the BIA in respect of a Provable Claim that is held by a Portus Registered Plan.

“**Estate**” means the estate of PAAM, a bankrupt.

“**TTA**” means the *Income Tax Act* (Canada)

“**Legal Representative**” means a legal representative of the Registered Plan Investor.

“**Original Agency Agreement**” means the RRSP and RRIF Agency Trustee Agreement dated November 12, 2004 between Co-operative Trust Company of Canada and PAAM.

“**PAAM**” means Portus Alternative Asset Management Inc.

“**Portus LIF**” means a locked in Portus income fund.

“**Portus LIRA**” means a locked in Portus retirement account.

“**Portus LRIF**” means a locked in Portus retirement income fund.

“**Portus LRSP**” means a locked in Portus retirement savings plan.

“**Portus Registered Plans**” means a Portus RIF or a Portus RSP.

“**Portus RIF**” means a registered retirement income fund based on the Portus Alternative Asset Management Retirement Income Fund specimen.

“**Portus RSP**” means a registered retirement savings plan based on the Portus Alternative Asset Management Retirement Savings Plan.

“**Provable Claim**” means the claim of a Portus Registered Plan against the Estate included in the proof of claim lodged by Concentra on behalf of the Portus Registered Plans with the Trustee pursuant to the provisions of the BIA.

“**Purchase Price**” means the price paid by a Purchaser for a Provable Claim.

“**Purchaser**” means a third party who acquires a Provable Claim held by a Portus Registered Plan.

“**Registered Plan Investor**” means a person who invested funds with PAAM through a Portus Registered Plan.

“**Registered Plan Representative**” means a Registered Plan Investor, a legal representative thereof, a Spouse or a designated beneficiary of the Registered Plan Investor, as the case may be.

**“Spouse”** means the spouse of a Registered Plan Investor, subject to applicable legislation.

**“Transfer Form”** means a T2033 Canada Revenue Agency Form governing inter-registered plan transfers and any other form required by law.

**“Trustee”** means KPMG Inc., in its capacity as Trustee of the Estate acting as the agent of Concentra or as the agent of a Registered Plan Investor.

**“Trustee Agency Agreement”** means the Agency Agreement to be entered into between the Trustee and Concentra as contemplated by this Order.

IN THE MATTER OF THE BANKRUPTCY OF PORTUS ALTERNATIVE ASSET MANAGEMENT INC., PORTUS ASSET MANAGEMENT INC., BANCNOTE CORP., SOUTHVIEW ASSET MANAGEMENT INC., SOUTHVIEW 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**

**ThorntonGroutFinnigan LLP**

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Solicitors for KPMG Inc., in its capacity as  
Trustee of the Estate of Portus Alternative Asset  
Management Inc., a bankrupt

## **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:

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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.