




Court File No. 31-OR-207257-T

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

THE HONOURABLE MR.
JUSTICE COLIN L. CAMPBELL

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)
)

TUESDAY THE 8th

DAY OF SEPTEMBER, 2009

**IN THE MATTER OF THE CONSOLIDATED BANKRUPTCY
OF PORTUS ALTERNATIVE ASSET MANAGEMENT INC.
AND PORTUS ASSET MANAGEMENT INC.,** both corporations
incorporated pursuant to the *Business Corporations Act* (Ontario)
with its principal place of business in the City of Toronto, in the
Province of Ontario, bankrupts

ORDER

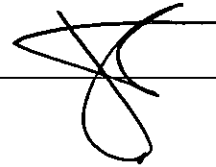
THIS MOTION made by KPMG Inc. (the “Trustee”), in its capacity as the Trustee of the Consolidated Estate of Portus Alternative Asset Management Inc. (“PAAM”) and Portus Asset Management Inc. (“PAM”), bankrupts (the “Consolidated Estate”), for the relief sought in its Notice of Motion herein dated August 26, 2009 was heard this day at 330 University Avenue, in the City of Toronto.

UPON READING the Affidavit of I. George Gutfreund sworn August 31, 2009, the Affidavit of James H. Grout sworn September 2, 2009 and the Report B#5 of the Independent Counsel dated September 1, 2009 and upon hearing the submissions of counsel for the Consolidated Estate and the Independent Counsel and upon being advised that the Affidavit of Michael Nicholas will be filed:

1. **THIS COURT ORDERS** that the fees and disbursements of the Trustee for the period January 1, 2009 to March 31, 2009 be and they are hereby assessed and allowed as filed.

2. **THIS COURT ORDERS** that the fees and disbursements of ThorntonGroutFinnigan LLP, counsel to the Trustee, for the period January 1, 2009 to March 31, 2009 be and they are hereby assessed and allowed as filed.

3. **THIS COURT ORDERS** that the fees and disbursements of McCarthy Tétrault LLP, securities and tax counsel to the Trustee, for the period January 1, 2009 to March 31, 2009 be and they are hereby assessed and allowed as filed.

A handwritten signature in black ink, consisting of several overlapping loops and a horizontal line extending to the right, positioned above a solid horizontal line.

Joanne Nicoara
Registrar, Superior Court of Justice

Schedule "A"

Portus Alternative Asset Management Inc.
Portus Asset Management Inc.
BancNote Corp.
Southview Asset Management Inc.
Southview Capital Corp.
BancNote Trust Series II
BancNote Trust Series III
BancNote Trust Series IV
BancNote Trust Series V
BancNote Trust Series VI
BancNote Trust Series VI(a)
BancNote Trust Series VIII
BancNote Trust Series VIII(a)
BancNote Trust Series X
BancNote Trust Series X(a)
BancNote Trust Series XII
BancNote Trust Series XII(a)
Preservation Fund Series II
Preservation Fund Series III
BancLife Trust Series I
BancLife Trust Series II
Premiers Derives Paris Inc.
BNote Management Inc.
AR Pioneer Fund
PDP Prudent Growth Fund, Ltd.
Portus Alternative Asset Management Inc. (BVI)
BNote Ltd.
PDP Trust
PDP Prudent Growth Management Inc.
Eidolon Inc./S.A.
Galway Trust S.A.

IN THE MATTER OF THE BANKRUPTCY OF PORTUS ALTERNATIVE ASSET MANAGEMENT INC., PORTUS ASSET MANAGEMENT INC., BANCNOTE CORP., SOUTHWEST ASSET MANAGEMENT INC., SOUTHWEST CAPITAL CORP., each of which is a corporation incorporated pursuant to the *Business Corporations Act* (Ontario) with its principal place of business in the City of Toronto, in the Province of Ontario

Court File No. 31-OR-207257-T

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

ORDER

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

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

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

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

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

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