



Court File No. 31-OR-207257-T

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

THE HONOURABLE MR. ) TUESDAY THE 8TH DAY  
)  
JUSTICE COLIN L. CAMPBELL ) 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 their principal  
places of business in the City of Toronto, in the Province of  
Ontario, bankrupts

**ORDER**

**THIS MOTION** made by KPMG Inc. (the "**Trustee**"), in its capacity as the Trustee of the Consolidated Estate of Portus Alternative Asset Management Inc. ("**PAAM**") and Portus Asset Management Inc. ("**PAM**"), bankrupts (the "**Consolidated Estate**"), for the relief set out in its Notice of Motion herein dated September 2, 2009 was heard this day at 330 University Ave., in the City of Toronto.

**UPON READING** the Affidavit of I. George Gutfreund sworn September 2, 2009 (the "**Gutfreund Affidavit**") and upon hearing the submission of counsel for the Trustee, counsel for Concentra Trust, counsel for Manulife Securities International Ltd. and the Representative Counsel:

1. **THIS COURT ORDERS** that the capitalized terms that are used in this Order shall have the meaning ascribed to them in the Gutfreund Affidavit.
2. **THIS COURT ORDERS** that, unless PAAM Customers comply with the provisions of the Orders of this Honourable Court dated December 15, 2006, January 16, 2008 and February 29, 2008, by, amongst other things, establishing an alternative registered plan, by no later than

5:00 p.m. EST on October 15, 2009, they shall not be eligible to receive any allocation from the Trustee.

3. **THIS COURT ORDERS** that, as of 5:01 p.m. EST on October 15, 2009, the Trustee take all necessary steps to collapse the Portus Registered Plans, including, without limitation, remitting all taxes exigible as a result thereof to the appropriate taxation authority, issuing and/or filing all relevant tax information reporting documents and to forward to the Superintendent of Bankruptcy (the “**Superintendent**”), for deposit with the Receiver General, the balance of the undistributed deficient claimant funds, in accordance with subsection 154(1) of the *Bankruptcy and Insolvency Act* (the “**BIA**”).

4. **THIS COURT ORDERS** that, as of 5:01 p.m. EST on October 15, 2009, the Trustee shall not be authorized to accept any amendment to any PAAM Customer’s Allocation Information and shall be authorized to rely upon the Allocation Information, in all respects, as it is recorded in the Trustee’s records after entering all amendments received by 5:00 p.m. EST on October 15, 2009.

5. **THIS COURT ORDERS** that the Trustee is hereby granted leave to dispense with the Trustee’s obligations to deliver a copy of the Estate Closing Documents to the PAAM Customers and creditors of the Consolidated Estate. The Trustee shall send, by ordinary mail, a copy of the Estate Closing Documents to any PAAM Customer who submits a request to the Trustee in writing.

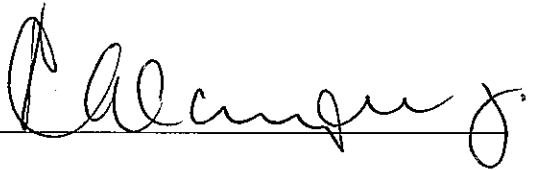
6. **THIS COURT ORDERS** that the Trustee is hereby authorized and directed to post a copy of the Estate Closing Documents on the Portus Website.

7. **THIS COURT ORDERS** that the Trustee is hereby authorized and directed to maintain the Portus Website until December 31, 2010 and to close it thereafter.

8. **THIS COURT ORDERS** that the Trustee is hereby authorized and directed to maintain the Portus Website class action portal on the Portus Website, until December 31, 2009 and to close it thereafter.

9. **THIS COURT ORDERS** that the Trustee is hereby authorized and directed to maintain the call centre until March 31, 2010 and to close it thereafter.

10. **THIS COURT ORDERS** that the activities and conduct of the Trustee as described in the Gutfreund Affidavit, be and they are hereby approved.

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

Court File No.: 31-OR-207257-T

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

Proceedings commenced at Toronto

**ORDER**

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**James H. Grout (LSUC# 22741H)**

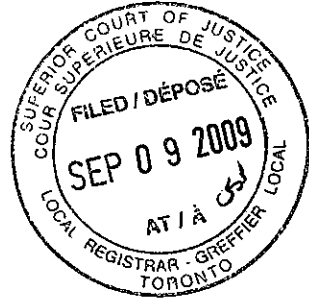
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Lawyers for the Trustee



## **TERMS AND CONDITIONS OF SITE USE**

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

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#### Location and Law

The Site is physically located at, and is administered by the Site Operator from its offices in Province of Ontario, Canada. By accessing the Site, you and the Site Operator agree that all matters relating to access to, or use of the Site and all of the communications, transmissions and transactions associated with the Site shall be deemed to have occurred in the Province of Ontario and shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to the conflicts of laws principals thereof. You and the Site Operator also agree and hereby irrevocably submit and attorn to the exclusive personal jurisdiction and venue of the courts of the Province of Ontario with respect to such matters.

### Indemnity

You agree to defend, indemnify, and hold harmless the Site Operator, its affiliates and their respective officers, directors, employees, professional advisors and agents, from and against any claims, actions, demands, losses, liabilities, damages, costs and expenses, including without limitation, reasonable legal and accounting fees, alleging or resulting from your access of the Site, your use of the Site Materials or your breach of these Terms of Use.

### Severability

If, in any jurisdiction, any of these Terms of Use are held to be unenforceable by a court of competent jurisdiction, such Terms of Use shall be restricted or eliminated to the minimum extent necessary and the remaining Terms of Use shall otherwise remain in full force and effect. A printed version of the Terms and Conditions and any notice given in electronic form shall be admissible in judicial proceedings or administrative proceedings based upon or relating to the Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

### Entire Agreement

These Terms of Use constitute the entire agreement between you and the Site Operator relating to the access to and use of the Site and the Site Content. Anything on the Site inconsistent with these Terms of Use is superceded by these Terms of Use.

### Amendment and Waiver

The Site Operator reserves the right to modify these Terms of Use at any time. It is your responsibility to review these Terms of Use each time you visit the Site and you are deemed to be aware of such amendments. No supplement, modification or amendment to these Terms of Use proposed by you shall be binding on the Site Operator unless agreed to by the Site Operator in writing. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such Term of Use or any other term or condition. All waivers by the Site Operator must be in writing and signed by an authorized representative of the Site Operator.

### Language

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.