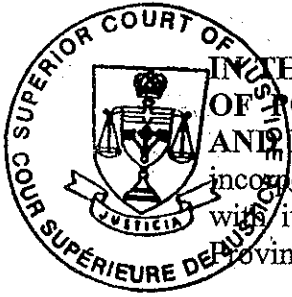


**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(IN BANKRUPTCY AND INSOLVENCY)**

THE HONOURABLE MR. )  
 )  
JUSTICE COLIN L. CAMPBELL ) **WEDNESDAY THE 20<sup>th</sup>**  
 ) **DAY OF MAY 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 May 14, 2009 was heard this day at 330 University Avenue, in the City of Toronto.

**UPON READING** the Affidavit of Robert M. Rusko sworn May 20, 2009, the Affidavit of James H. Grout sworn May 13, 2009, the Affidavit of Michael Nicholas sworn May 14, 2009 and the Report B#4 of the Independent Counsel dated May 15, 2009 and upon hearing the submissions of counsel for the Consolidated Estate and the Independent Counsel:

1. **THIS COURT ORDERS** that the fees and disbursements of the Trustee for the period October 1, 2008 to December 31, 2008 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 October 1, 2008 to December 31, 2008 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 October 1, 2008 to December 31, 2008 be and they are hereby assessed and allowed as filed.

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IN THE MATTER OF THE BANKRUPTCY OF PORTUS ALTERNATIVE ASSET MANAGEMENT INC., PORTUS ASSET MANAGEMENT INC., BANCNOTE CORP., SOUTHVIEW 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**  
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**Larry Ellis (LSUC #49313K)**

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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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#### 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.