

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL
COURT NO.: 500-11-040900-116
ESTATE NO.: 0000068-2011-QC

SUPERIOR COURT
(Commercial Division)
(Sitting as a court designated pursuant to the
Companies' Creditors Arrangement Act,
R.S.C. 1985, c. C-36, as amended)

IN THE MATTER OF THE PLAN OF COMPROMISE AND
ARRANGEMENT OF:

KITCO METALS INC.

INSTRUCTION LETTER FOR THE CLAIMS PROCESS OF
KITCO METALS INC. (THE "PETITIONER")

A. Claims Process

By order dated April 18, 2012 and corrected on April 20, 2012 (the "Order") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36, as amended (the "CCAA"), the Petitioner has been authorized to conduct a claims process (the "Claims Process").

This letter provides instructions for completing the proof of claim. For your information, there is currently no proposed plan under the CCAA. Capitalized terms which are not otherwise defined herein shall have the meaning ascribed thereto in the Order.

The Claims Process includes any person having a claim of any kind, except for an Excluded Claim, against the Petitioner, relating to any obligation arising of existing facts as of June 8, 2011, whether undetermined, contingent or other, as defined in the Order.

If you have any questions regarding the Claims Process, please contact the Court-appointed Monitor at the address provided below.

All notices and enquiries with respect to the Claims Process should be addressed to the Monitor at:

RSM Richter Inc.
(In its capacity as Monitor of
Kitco Metals Inc.)
2 Place Alexis Nihon, Suite 1820
Montréal, Québec H3Z 3C2

Attention: Andrew Adessky, CA, CIRP
Fax: 514.934.8603
E-mail: kitco@rsmrichter.com

B. Submitting a Proof of Claim

If you believe that you have a claim against the Petitioner, you will have to file a proof of claim with the Monitor by the Claims Bar Date, failing which your claim against the Petitioner will be extinguished and forever barred.

The proof of claim must be filed and received by the Monitor by **July 20, 2012 at 5:00 p.m.**, Montréal time, ("**Claims Bar Date**"). Creditors who will not have filed a proof of claim with the supporting documents by the Claims Bar Date in compliance with the Order and instructions thereto will receive no other notice, and unless a new Order is rendered by the Superior Court, (i) shall not be entitled to participate as a Creditor to the proceedings, (ii) shall not be entitled to vote on any matter relating to these proceedings, including the Plan of compromise and arrangement of Kitco Metals Inc. (the "Plan"), (iii) shall not be entitled to assert any claim against Kitco Metals Inc., (iv) nor shall be entitled to receive any distribution under the Plan.

Additional proof of claim forms can be found on the Monitor's website at <http://www.rsmrichter.com/Restructuring/KitcoMetals.aspx> or they can be obtained by contacting the Monitor in writing by mail, fax, or e-mail at the coordinates indicated above and providing particulars as to your name, address, facsimile number and e-mail address. Once the Monitor has this information, you will receive, as soon as practicable, additional proof of claim forms.

You will find enclosed the information sheet to help you to complete the proof of claim form.

**IN THE MATTER OF THE PLAN OF COMPROMISE AND ARRANGEMENT OF
KITCO METALS INC.**

**THIS INFORMATION SHEET IS SUPPLIED IN ORDER TO ASSIST YOU
IN COMPLETING THE PROOF OF CLAIM**

PARAGRAPH 1 OF THE PROOF OF CLAIM AND GENERAL COMMENTS

- ☐ The Creditor must state the full and complete legal name of the company or the Creditor.
- ☐ The Creditor must give the complete address (including the postal code) where all notices and correspondence are to be forwarded. In addition, the Creditor and/or the authorized representative must indicate his/her telephone number, his/her facsimile and his/her e-mail address.

PARAGRAPH 2 OF THE PROOF OF CLAIM

- ☐ If the individual completing the proof of claim is not the Creditor himself/herself, he/she must state his/her position or title.

PARAGRAPHS 3 AND 4 OF THE PROOF OF CLAIM

- ☐ A detailed, complete statement of account must be attached to the proof of claim. Provide all particulars of the claim and supporting documents, including amount, description of transaction(s) or agreements(s) giving rise to the claim. The amount on the statement of account must correspond with the amount claimed on the proof of claim. The detailed statement of account must show the date, the invoice number and the amount of all the invoices or charges, together with the date, the number and the amount of all credits or payments. A statement of account is not complete if it begins with an amount brought forward. If the claim cannot be evidenced through a statement of account, the Creditor must provide a sworn affidavit providing all particulars of the claim, together with all supporting documents.
- ☐ If the claim is in a foreign currency, it shall be converted to Canadian dollars at the Bank of Canada noon spot rate of exchange for exchanging currency to Canadian dollars on the Determination Date, namely August 30, 2011 (US \$1 = CA \$0.978; 1 EURO = CA \$1.4266).

PARAGRAPH 5 OF THE PROOF OF CLAIM

- ☐ **The proof of claim must be filed with the Monitor, RSM Richter Inc., at 2 Place Alexis Nihon, Suite 1820, Montréal, Quebec, H3Z 3C2 and it must be received by the Monitor, by July 20, 2012, at 5:00 P.M., Montréal Time (Claims Bar Date), for claims which arose up to and including June 8, 2011.**

The proof of claim may be filed by regular mail, by telecopier, by messenger or by any other means of electronic mail addressed to:

**RSM Richter Inc.
(In its capacity as Court-appointed Monitor
of Kitco Metals Inc.)
Attention: Andrew Adessky, CA, CIRP
2 Place Alexis Nihon, Suite 1820
Montréal, Québec H3Z 3C2
Facsimile: 514.934.8603
Email: kitco@rsmrichter.com**

Creditors are responsible for proving receipt of documents by the Monitor.

PARAGRAPH 6 SIGNATURE

- ☐ The proof of claim must be signed by the Creditor or its duly authorized representative, and have it witnessed.

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL
COURT NO. : 500-11-040900-116
ESTATE NO.: 0000068-2011-QC

S U P E R I O R C O U R T
(Commercial Division)

(Sitting as a court designated pursuant to the
Companies' Creditors Arrangement Act,
R.S.C. 1985, c. C-36, as amended)

**IN THE MATTER OF THE PLAN OF COMPROMISE AND
ARRANGEMENT OF:**

KITCO METALS INC.

Petitioner

- and -

RSM RICHTER INC.

Monitor

PROOF OF CLAIM

1) PARTICULARS OF THE CREDITOR

- (i) Full legal name of the Creditor: _____ (the "Creditor")
- (ii) Full mailing address of the Creditor: _____
- (iii) Telephone number of the Creditor: _____
- (iv) Fax number of the Creditor: _____
- (v) Name of the authorized representative of the Creditor: _____
- (vi) E-mail address of authorized representative of the Creditor: _____

2) DECLARATION

I, _____ (name of Creditor or authorized representative of the Creditor)
hereby certify that (check and complete the appropriate boxes):

- ☐ I am a Creditor of Kitco Metals Inc.;
- ☐ I am _____ (indicate the title or function) of _____
which is a Creditor of Kitco Metals Inc.;
- ☐ I have knowledge of all the circumstances connected with the claim described herein.

3) CLAIM

- (i) **CLAIM WHICH AROSE UP TO AND INCLUDING JUNE 8, 2011:** \$ _____

(Note: All claims that are denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada noon spot rate of exchange for exchanging currency to Canadian dollars on June 8, 2011. Exchange rates for the American dollar and the Euro, at that date, were the following: US \$1 = CA \$0.978; 1 EURO = CA \$1.4266)

(check and complete appropriate box)

☐ UNSECURED CLAIM OF CA\$ _____

That in respect of this debt, the Creditor does not hold any assets of the Petitioner as security.

☐ Regarding the amount of CA\$ _____ the undersigned does not claim a right to a priority.

☐ Regarding the amount of CA\$ _____ the undersigned claims a right to a priority under section 136 of the *Bankruptcy and Insolvency Act* (Canada) or would claim such a priority if the current proof of claim was filed pursuant to this Act.

☐ SECURED CLAIM OF CA\$ _____

That in respect of this debt, the Creditor holds assets of the Petitioner valued at CA\$ _____ as security, particulars of which are as follows.

(Give full particulars of the security, including the date on which the security was given and attach a copy of the security documents)

4) PARTICULARS OF CLAIM

The details relating to the claim as well as the supporting documents are submitted as follows:

- ☐ A detailed, complete statement of account;
- ☐ The invoices;
- ☐ Any agreement/contract/assessment giving rise to the claim, including calculations of the amounts claimed;
- ☐ Documents relating to the sale and/or the assignment of the claim and/or the agreement relating to the exercise of the Creditor's voting right during the Creditors' meeting;
- ☐ All other relevant documents.

5) FILING OF CLAIM

Pursuant to the claims and meetings procedure Order establishing the claims process granted by the Superior Court on April 18, 2012 and corrected on April 20, 2012, the Claims Bar Date has been fixed to July 20, 2012 at 5:00 P.M., Montréal Time, for claims which arose up to and including June 8, 2011.

Creditors who will not have filed a proof of claim with the supporting documents by the Claims Bar Date in compliance with the Order and instructions thereto will receive no other notice, and unless a new Order is rendered by the Superior Court, (i) shall not be entitled to participate as a Creditor to the proceedings, (ii) shall not be entitled to vote on any matter relating to these proceedings, including the Plan of compromise and arrangement of Kitco Metals Inc. (the "Plan"), (iii) shall not be entitled to assert any claim against Kitco Metals Inc., (iv) nor shall be entitled to receive any distribution under the Plan.

DATED at _____ this _____ day of _____, 201____.

(Signature of witness)

(Signature of the Creditor or of its authorized representative)

(Please print name)

(Please print name)

CANADA

SUPERIOR COURT
COMMERCIAL DIVISION

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

IN THE MATTER OF THE COMPANIES'
CREDITORS ARRANGEMENT ACT, RSC 1985, C
C-36, AS AMENDED

N°: 500-11-040900-116

KITCO METALS INC.

PETITIONER

and

RSM RICHTER INC.

MONITOR

CORRECTED
ORDER APPROVING A PROCESS TO SOLICIT CLAIMS AND FOR THE ESTABLISHMENT
OF A CLAIMS BAR DATE

SEEING Kitco Metals Inc.'s (the "**Petitioner**") Motion for an Order Approving a Process to Solicit Claims and for the Establishment of a Claims Bar Date, pursuant to Sections 9, 10 and 11 of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 ("**CCAA**") (the "**Motion**"), the exhibit, the schedules and the affidavit of Denis Majeau filed in support thereof, as well as the submissions of counsel present at the hearing;

WHEREFORE, THE COURT:

SERVICE

- [1] **ORDERS** that the Motion is properly presentable today [and that the time for service of the Motion is hereby abridged];

DEFINITIONS

- [2] **ORDERS** that the following terms in this Order shall, unless otherwise indicated, have the following meanings ascribed thereto:

- a) **"Business Day"** means a day, other than a Saturday, a Sunday, or a non-judicial day (as defined in article 6 of the Code of Civil Procedure, R.S.Q., c. C-25, as amended);
- b) **"CCAA"** means the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended;
- c) **"CCAA Proceedings"** means the proceedings in respect of the Petitioner before the Court commenced pursuant to the CCAA;
- d) **"Claim"** means any right of any Person against the Petitioner in connection with any indebtedness, liability or obligation of any kind of the Petitioner owed to such person and any interest accrued thereon or costs payable in respect thereof, whether liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole or in part on facts existing prior to the Determination Date, or which would have been claims provable in bankruptcy had the Petitioner become bankrupt on the Determination Date, and, without limitation, shall include (i) any Unaffected Claim, or (ii) any Restructuring Claim, provided however, that in no case shall a Claim include an Excluded Claim;
- e) **"Claims Bar Date"** means 5:00 p.m. (Montréal time) on July 20, 2012;
- f) **"Court"** means the Québec Superior Court (Commercial Division);
- g) **"Creditor"** means any Person having a Claim and may, where the context requires, include the assignee of a Claim or a trustee, interim receiver, receiver, receiver and manager, or other Person acting on behalf of such Person and includes a Known Creditor. A Creditor shall not include an Excluded Creditor in respect of that Person's claim resulting from an Excluded Claim;

- h) **"Creditors' Instructions"** means the instructions for Creditors, including a Proof of Claim and an instruction letter explaining how to complete same, and a copy of this Order;
- i) **"Creditors' List"** means a list of all Known Creditors;
- j) **"Creditors' Meeting"** means the meeting of the Petitioner's Creditors to be convened for the purposes of voting on the Plan, and any adjournment thereof;
- k) **"Customer Deposit"** means any and all funds forwarded to the Petitioner by its clients, deposited by Petitioner in segregated accounts and held for the benefit of said clients, as appears from the Petitioner's customer deposit ledger;
- l) **"Customer Pool"** means any and all participations of the Petitioner's clients in the Pool Accounts managed by the Petitioner, as appears from the Petitioner's customer pool ledger;
- m) **"Designated Newspapers"** means The Globe & Mail (national edition) and La Presse;
- n) **"Determination Date"** means June 8, 2011;
- o) **"Excluded Claim"** means any right of any Person against the Petitioner in connection with (i) any indebtedness, liability or obligation of any kind which came into existence after the Determination Date and any interest thereon, including any obligation of the Petitioner toward creditors who have supplied or shall supply services, utilities, goods or materials or who have or shall have advanced funds to the Petitioner after the Determination Date, but only to the extent of their claims in respect of the supply of such services, utilities, goods, materials or funds after the Determination Date and (ii) any right of any client of the Petitioner in connection with any Customer Deposit, Customer Pool or Precious Metal in Storage;
- p) **"Excluded Person"** means a Person having a Claim in respect of an Excluded Claim but only in respect of such Excluded Claim and to the extent that the Plan does not otherwise affect such Claim;

- q) **"Initial Order"** means the order of this Court made on July 7, 2011 under the CCAA;
- r) **"Known Creditor"** means a Creditor listed in Schedule "A";
- s) **"Monitor"** means RSM Richter Inc., in its capacity as monitor pursuant to the Initial Order;
- t) **"Newspaper Notice"** means the notice of this Order to be published in the Designated Newspapers on the Publication Date in accordance with paragraph [3], which shall set out the Claims Bar Date and the Creditors' Instructions, being substantially in the form of Schedule "B" hereto;
- u) **"Person"** means any individual, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture, governmental body or agency, or any other entity;
- v) **"Plan"** means a plan filed or to be filed by the Petitioner pursuant to the CCAA, as such plan may be amended or supplemented from time to time;
- w) **"Pool Account"** means any and all unallocated metal deposits of gold, silver, platinum, palladium, rhodium, or such other metals, purchased through the Petitioner;
- x) **"Precious Metal in Storage"** means any and all gold, silver, platinum, palladium, rhodium, or such other metals, kept in storage by Petitioner on behalf of its clients as appears from the Petitioner's customer precious metal storage ledger;
- y) **"Proof of Claim"** means the form of Proof of Claim for Creditors referred to in paragraph 6 hereof, being substantially in the form of Schedule "C" hereto;
- z) **"Publication Date"** means the date on which the publication of the Newspaper Notice in all of the Designated Newspapers has been completed;
- aa) **"Restructuring Claim"** means any right of any Person against the Petitioner in connection with any indebtedness, liability or obligation of any kind owed to such Person arising out of the restructuring, repudiation, or termination of any contract, lease, employment agreement, collective agreement or other agreement,

whether written or oral, after the Determination Date, including any right of any Person who receives a notice of repudiation or termination from the Petitioner; provided however, that a Restructuring Claim shall not include an Excluded Claim;

bb) “**Unaffected Claim**” shall have the meaning ascribed to such term in the Plan;

NOTIFICATION PROCEDURE

- [3] **ORDERS** that the form of Newspaper Notice, which is hereby approved, shall be published by the Monitor in the Designated Newspapers within twenty (20) days from the date of this Order;
- [4] **ORDERS** that the Monitor shall publish on its website at www.rsmrichter.com, within twenty (20) days of this Order, a copy of the Known Creditors' List and of the Creditors' Instructions;
- [5] **ORDERS** that, in addition to the publication referred to in paragraph [3], the Monitor shall send, by regular mail, a copy of the Creditors' Instructions to each Known Creditor within twenty (20) days of this Order;

CLAIMS PROCEDURE

- [6] **ORDERS** that, unless otherwise authorized by this Court, a Creditor who does not file a Proof of Claim by the Claims Bar Date shall not be entitled to any further notice, shall not be entitled to participate as a Creditor in these proceedings, shall not be entitled to vote on any matter in these Proceedings, including the Plan, or from advancing a Claim against the Petitioner or from receiving a distribution under the Plan;

DETERMINATION OF CLAIMS AND CREDITORS MEETING

- [7] **ORDERS** that the applicable procedures for reviewing and determining Claims and for calling, holding and conducting the Creditors' Meeting shall be established by further Order of the Court. Notice of such procedures shall be provided to the service list in these proceedings and to the Creditors who have timely filed a Proof of Claim in accordance with the terms hereof;

NOTICE OF TRANSFERS

- [8] **ORDERS** that, if a Creditor who has a Claim transfers or assigns all of its Claim and the transferee or assignee delivers evidence satisfactory to the Monitor of its ownership of all of such Claim and a written request to the Monitor, not later than the Claims Bar Date, or such later time that the Monitor may agree to, that such transferee's or assignee's name be included on the list of Creditors in lieu of the transferor or assignor;
- [9] **ORDERS** that if the holder of a Claim or any subsequent holder of the whole of a Claim who has been acknowledged by the Monitor as the Creditor in respect of such Claim, transfers or assigns the whole of such Claim to more than one Person or part of such Claim to another Person or Persons, such transfer or assignment shall not create a separate Claim or Claims and such Claim shall continue to constitute and be dealt with as a single Claim notwithstanding such transfer or assignment, and the Monitor and the Petitioner shall in each such case not be bound to recognize or acknowledge any such transfer or assignment and shall be entitled to give notices to and to otherwise deal with such Claim only as a whole and then only to and with the Person last holding such Claim in whole as the Creditor in respect of such Claim, provided such Creditor may by notice in writing to the Monitor direct that subsequent dealings in respect of such Claim, but only as a whole, shall be with a specified Person and in such event, such Creditor, such transferee or assignee of the Claim as a whole shall be bound by any notices given or steps taken in respect of such Claim with such Person in accordance with this Order;

NOTICES AND COMMUNICATIONS

- [10] **ORDERS** that any notice or other communication to be given under this Order by a Creditor to the Monitor or the Petitioner shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if given by mail, telecopier, courier or other means of electronic communication addressed to:

Monitor: RSM Richter Inc.

Attention: Gilles Robillard, CA, CIRP and Andrew Adessky, CA, CIRP

Address: 2 Place Alexis Nihon, Suite 1820, Montreal, Quebec, H3Z 3C2

Fax: 514-934-8603

E-mail: kitco@rsmrichter.com

Petitioner: Kitco Metals Inc.

Attention: Mr. Denis Majeau, CA

Address: 620, Cathcart, 9th Floor, suite 900, Montreal, Quebec, H3B 1M1

Fax: 514-227-3168

E-mail: kitcoclaim@kitco.com

With a Copy to: Gowling Lafleur Henderson LLP

Attention: Me Patrice Benoit and Me Yves Ouellette

Fax: 514-876-9550 / 514-876-9521

E-mail: kitco@gowlings.com

- [11] **ORDERS** that any document sent by the Monitor pursuant to this Order may be sent by e-mail, ordinary mail, registered mail, courier or facsimile transmission. A Creditor shall be deemed to have received any document sent pursuant to this Order two (2) Business Days after the document is sent by mail and one (1) Business Day after the document is sent by courier, e-mail or facsimile transmission. Documents shall not be sent by ordinary or registered mail during a postal strike or work stoppage of general application;

AID AND ASSISTANCE OF OTHER COURTS

- [12] **REQUESTS** the aid and recognition of any court or any judicial, regulatory or administrative body in any province or territory of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province or any court or any judicial, regulatory or administrative body of the United States and of any other nation or state to act in aid of and to be complementary to this Court in carrying out the terms of this Order;

GENERAL PROVISIONS

- [13] **ORDERS** that for the purposes of this Order, all Claims that are denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada noon spot rate of exchange for exchanging currency to Canadian dollars on the Determination Date;
- [14] **ORDERS** that the Monitor shall use reasonable discretion as to the adequacy of completion and execution of any document completed and executed pursuant to this Order and, where the Monitor is satisfied that any matter to be proven under this Order

has been adequately proven, the Monitor may waive strict compliance with the requirements of this Order as to the completion and execution of documents;

- [15] **ORDERS** that references in this Order to the singular include the plural, to the plural include the singular and to any gender include the other gender;
- [16] **ORDERS** that the Monitor may apply to this Court for advice and direction in connection with the discharge or variation of its powers and duties under this Order;
- [17] **ORDERS** the provisional execution of this Order notwithstanding appeal;
- [18] **THE WHOLE** without costs.

Montreal, April 20, 2012

A handwritten signature in black ink, appearing to read 'Mark Schrager', written over a horizontal line.

THE HONOURABLE MARK SCHRAGER, J.S.C.

KITCO METALS INC
SCHEDULE "A"
Unsecured Creditors

No.	Name of creditor	Address
1	1135196 ONTARIO INC (HOWARD'S PAWN SHOP)	144 PEMBROOKE STREET WEST,PEMBROOKE ON K8A 5M8
2	9031-7637 QUEBEC INC.	1077 ST-MATHIEU, APT 1266, MONTREAL, QC H3H 2S5
3	A1 DECOR PAR JEAN L. INC.	SUITE 160:8134, BOUL DECARIE,MONTREAL QC H4P 2S8
4	ACCENT IMPRESSIONS	9300 HENRI-BOURASSA OUEST, #100,SAINT-LAURENT QC H4S 1L5
5	AIB EXPRESS LOGISTICS *	SUITE 1818:580 FIFTH AVENUE,NEW YORK NY 10036 USA
6	BAILLAIRGE MCDUFF INC.	PLACE DU PARC, BUR.2111:300, RUE LEO-PARISEAU,MONTREAL QC H2X 4B3
7	BRINK'S CANADA LTD	1 ROBERT SPECK PARKWAY, 10TH FLOOR, MISSISSAUGA, ON L4Z 3M3
8	BRINK'S GLOBAL SERVICES USA, INC *	P O BOX 677444,DALLAS TX 75267-7444 USA
9	BRINKS LIMITED *	UNIT 1, RADIUS PARK FAGGS RD,FELTHAM, MIDDLESEX TW14 ONG
10	BUROVISION INC.	NIVEAU MEZZANINE:625 AVENUE DU PRESIDENT KENNEDY,MONTREAL QC H3A 1K2
11	C.D CONSULTANT *	12 MAPLE CIRCLE:DDO QC H9B 1E5
12	C3JOB	4-1901 RUE DE CHAMPLAIN,MONTREAL QC H2L 2S9
13	CANADA POST CORPORATION	SUITE C0155:2701 RIVERSIDE DR.,OTTAWA ON K1A 0B1
14	CANADIAN SECURITY SOLUTIONS	P O BOX 450, MARKHAM STATION, MARKHAM, ON L3P 3R1
15	CANSPTS.CA	260 ORCHARD:SAINT-BRUNO QC J3V 5M9
16	CFH SECURITE INC.	1455 BOUL. PITFIELD:SAINT-LAURENT QC H4S 1G3
17	CHECKWELL DECISION CORPORATION	SUITE 200:19433, 96TH AVENUE,SURREY BC V4N 4C4
18	CLARKE SECURITY	208 MACATEE PLACE:CAMBRIDGE ON N1R 7M9
19	CNT *	350 BEDFORD STREET:P O BOX 791,BRIDGewater MA 02324 USA
20	COGENT CANADA INC	P O BOX 46067, POSTAL STATION A,TORONTO ON M5W 4K9
21	CWTA	SUITE 1110:130 ALBERT STREET,OTTAWA ON K1P 5G4
22	DELAWARE DEPOSITORY SERVICES *	3601 NORTH MARKET STREET,WILMINGTON DE 19802 USA
23	DELL CANADA	C/O RMS:P O BOX 5126:TIMONIUM MD 21094 USA
24	DELL CANADA INC.	155 GORDON BAKER ROAD, SUITE 501, NORTH YORK, ON M2H 3N5
25	DENIS OFFICE SUPPLIES	2990 BOULLE CORBUSIER:LAVAL QC H7L 3M2
26	DERINGER *	64 NORTH MAIN STREET, ST ALBANS, VT 05478 USA
27	DIRECT OPINIONS *	6060 ROCKSIDE WOODS BLVD, #335:INDEPENDENCE OH 44131 USA
28	DORRIE PELZER *	122 WEST LAKE CIRCLE:MADISON AL 35758 USA
29	ENTREPRISES D'ELECTRICITE E.G.	1753 RUE GRENET:SAINT-LAURENT QC H4L 2R6
30	EPM MECANIC	SUITE 200:2120, RUE MONTEREY:LAVAL QC H7L 3S3
31	FDM TRANSPORT	SUITE 478:3551 BOUL.ST-CHARLES:KIRKLAND QC H9H 3C4
32	FEDERAL EXPRESS	5985 EXPLORER DRIVE, MISSISSAUGA, ON L4W 5K6
33	G4S INTERNATIONAL INC.*	999 SEPULVEDA BLVD, SUITE 650, EL SEGUADO, CA 90245 USA
34	G4S INTERNATIONAL LOGISTICS *	31 WEST 47TH STREET, NEW YORK, NY 10036 USA
35	GAZ METRO	1717, RUE DU HAVRE:MONTREAL QC H2K 2X3
36	GROUPE G E NATIONALES INC	3264, AVENUE FRANCIS HUGUES:LAVAL QC H7L 5A7
37	HALOGEN SOFTWARE INC	SUITE 500:495 MARCH ROAD:KANATA ON K2K 3G1
38	HEENAN BLAIKIE	SUITE 2500:1250, BOUL RENE-LEVESQUE OUEST:MONTREAL QC H3B 4Y1
39	HERAEUS VECTRA DO BRASIL LTD.*	RUA LAPO, 204:SAO PAULO 02512-020 BRAZIL
40	HERAEUS INCORPORATED	540 MADISON AVENUE NEW YOURK, NY 10022
41	HOWARD'S PAWN SHOP	144 PEMBROKE ST. WEST:PEMBROKE ON K8A 5W8
42	IMPERIAL SMELTING AND REFINING	451 DENISON STREET:MARKHAM ON L3R 1B7
43	JAN LINKE	12123, RUE COUSINEAU:MONTREAL QC H4K 1P7
44	JOBWINGS CAREER INC	SUITE 107:1689 ST-PARTICK STREET:MONTREAL QC H3K 3G9
45	KITCO LOGISTICS INC.*	64 LAKE STREET:ROUSES POINT NY 12979 USA
46	LA CIE AMSTERDAM DIAMANTS	1201 GREENE AVENUE:WESTMOUNT QC H3Z 2A4
47	LA PARCHEMIN	505 STE-CATHERINE EAST:MONTREAL QC H2L 2C9
48	LAB-ELITE LTD	230 BERNARD BELLEAU:LAVAL QC H7V 4A9
49	LANLA	597 BOUL LAURIER:BELOEIL QC J3G 4J1
50	LES BIJOUX MEPAT INC	1200, BOUL ST-FELICIEN:SAINT-FELICIEN QC G8K 2N6
51	LIONBRIDGE CANADA INC	SUITE 905:1440 SAINTE CATHERINE WEST:MONTREAL QC H3G 1R8
52	LRP CORPORATE	9015 LESLIE STREET, SUITE 216:SUPPORT INITIATIVES.RICHMOND HILL ON L4B 4J8
53	MERCER CANADA LIMITED	SUITE 800:1981 MCGILL COLLEGE AVENUE:MONTREAL QC H3A 3T5
54	MINISTERE DU REVENU DU QUEBEC (GST):Attn: Service des	SECTEUR R23CPF, 3E ETAGE:1600 RENE-LEVESQUE O..MONTREAL QC H3H 2V2
55	MINISTRE DU REVENU DU QUEBEC	SECTEUR R23CPF, 3E ETAGE:1600 BOUL. RENE-LEVESQUE O..MONTREAL QC H3H 2V2
56	MITEL NETWORKS CORPORATION	350 LEGGETT DRIVE, KANATA, ON K2K 2W7
57	MONSTER.CA	276 SAINT-JACQUES ST W, 10TH FLOOR, MONTREAL, QC H2Y 1N3
58	MONSTER.CA	7800 W BROWN DEER ROAD:SUITE 200:MILWAKEE WI 53223 USA
59	NET SOLUTIONS	RAJIV GANDHI CHANDIGARH PARK:1ST FLOOR, TOWER C, DLF INFOCITY.CHANDIGARH UT 16010-1 USA
60	NIKNAK LABORATORY SUPPLIES INC.	UNIT 123:92 CAPLAN AVENUE:BARRIE ON L4N QZ7
61	NORTON ROSE OR LLP	SUITE 2500:1 PLACE VILLE MARIE,MONTREAL QC H3B 1R1
62	OGILVY RENAULT	BUREAU 2500:1 PLACE VILLE MARIE,MONTREAL QC H3B 1R1
63	POMPES ET FILTRATION MIRABEL INC.	8900, ARTHUR-SAUVE:MIRABEL QC J7N 2S1
64	PRESSE CAFE	643 CATHCART:MONTREAL QC H3B 1M5
65	PRODUCTIONS JG INC.	432, RUE SAINT-PIERRE:MONTREAL QC H2Y 2M5
66	R3D CONSULTING INC.	SUITE 615:133 RICHMOND ST WEST,TORONTO ON M5H 2L3
67	RCI ENVIRONNEMENT INC	9501, BOUL RAY LAWSON, ANJOU, QC H1J 1L4
68	RECEIVER GENERAL OF CANADA	868497132RC0001:875 CHEMIN HERON:OTTAWA ON K1A 1G9
69	REFINING SYSTEMS INC.*	1985 WHITNEY MESA DRIVE, HENDERSON, NV 89014 USA
70	ROGERS	5-2309-1189:CP 11442:MONTREAL QC H3C 5J2
71	ROGERS BUSINESS SOLUTIONS	ACCT.527027:1 MOUNT PLEASANT ROAD:TORONTO ON M4Y 2Y5
72	ROTHGERBER JOHNSON & LYONS *	ONE TABOR CENTER:1200, 17TH ST.,SUITE 3000:DENVER CO 80202-5855 USA
73	SAMEN INVESTMENTS INC	SUITE 220:1440, RUE SAINTE-CATHERINE O..MONTREAL QC H3G 1R8
74	SECURIT RECORD MANAGEMENT	5000 THIMENS BLVD:ST-LAURENT QC H4R 2B2
75	SNG COLLINS BARROW	BUREAU 1100:625, BOUL RENE-LEVESQUE OUEST:MONTREAL QC H3B 1R2
76	SOCIETE EN COMMANDITE	1390, RUE BARRE:TRANSPORT DE VALEURS GARDA:MONTREAL QC H3C 1N4
77	SUNSHINE MINTING *	7600 MINERAL DRIVE, SUITE 700:COEUR D'ALENE ID 83815 USA
78	SWEIBEL NOVEK	3449, AVENUE DE MUSEE:MONTREAL QC H3G 2C8
79	SYLPROTEC	9291 DU PRADO:SAINT-LEONARD QC H1P 3H1
80	SYNESIS-VERSALYS	2075 RUE UNIVERSITY, 5E ETAGE:MONTREAL QC H3A 2L1
81	TENAQUIP	20701 CH. STE-MARIE:STE-ANNE-DE-BELLEVUE QC H9X 5X5
82	TICKER TECHNOLOGIES *	500 N BROADWAY, SUITE 265, JERICHO, NY 11753 USA
83	TOUTALAMAIN	5135 PRINCE-OF-WALES:MONTREAL QC H4Y 2N2

KITCO METALS INC
SCHEDULE "A"
Unsecured Creditors

84	TRADUCTION-MG.COM	265, DU COUVENT:CHATEAU-RICHER QC G0A 1N0
85	TSX INC.	THE EXCHANGE TOWER:PO BOX 421, 130 KING ST.W...TORONTO ON M5X 1J2
86	ULINE CANADA	60 HERRFORD STREET, BRAMPTON, ON L6Y 0N3
87	VETROTECH INC.	2260 B. BOUL.DES LAURENTIDES:LAVAL QC H7M 2Y7
88	VIA MAT INTERNATIONAL (USA) INC *	130 SHERIDAN BOULEVARD:InWOOD NY 10096 USA
89	VIA MAT INTERNATIONAL HK LTD *	UNIT 701 GLOBAL GATEWAY:168 YEUNG UK ROAD:HONG KONG HONG KONG
90	VIA MAT INTERNATIONAL LTD *	SHEPPERTON BUSINESS PARK:UNIT 13, PO BOX 92, GOVETT AVE.SherPPERTON TW17 8UQ UK
91	VIACAN CUSTOMS BROKERS INC.	185 DORVAL DR.,SUITE 600:DORVAL QC H9S 5J9
92	XEROX CANADA LTEE	BUREAU 900:3400 DE MAISONNEUVE OUEST.MONTREAL QC H3Z 3G1
93	XRF LABWARE **	107 MILLER STREET:EPPING, VICTORIA 3076 AUSTRALIA
94	YELLOW PAGES GROUP	CP 11788, SUCC.CENTRE-VILLE.MONTREAL QC H3C 0C2
95	ZZ US EXCHANGE (.978)	
96	ZZZ EUR EXCHANGE (1.4266)	

Supplementary list

1	AGENCE DU REVENU DU CANADA	CENTRE D'ARRIVAGE REGIONAL EN INSOLVABILITE 25, RUE DES FORGES, BUREAU 111 TROIS-RIVIERES QC G9A 2G4
2	BELL CANADA	insolv@bell.ca
3	COMMISSION DES NORMES DU TRAVAIL	Juan-Manuel.Diz-Grana@cnt.qouv.qc.ca
4	COMMISSION DES NORMES DU TRAVAIL	Monique.belanger@cnt.qouv.qc.ca
5	COMMISSION DES NORMES DU TRAVAIL	A/S JEAN-GUY LABERGE, SERV. SURVEILLANCE 500, RENE-LEVESQUE O., 26 ETAGE MONTREAL (QUEBEC) H2Z 2A5
6	CSST	1, COMPLEXE DESJARDINS TOUR SUD, SUCC. DESJARDINS MONTREAL QC H5B 1H1
7	DUN & BRADSTREET DU CANADA LTÉE	A l'ATTENTION DE DONNA COPELLI 6750 CENTURY AVENUE. SUITE 305 MISSISSAUGA ON L5N 0B7
8	EDC-EXPORT DEVELOPMENT CANADA	151 O'CONNOR OTTAWA ON K1A 1 K3
9	EQUIFAX CANADA INC.	C.P. 190, SUCC. JEAN-TALON MONTREAL QC H1S 2Z2
10	EQUIFAX CANADA INC.	VICE-PRESIDENT COMMERCIAL SOLUTIONS 5650 YONGE STREET, 13TH FLOOR TORONTO ON M2M 4G3
11	EULER HERMES CANADA	tony.sullo@eulerhermes.com
12	GAZ MÉTROPOLITAIN	1717, RUE DU HAVRE MONTREAL QC H2K 2X3
13	GREFFE DE LA FAILLITE ET DE	L'INSOLVABILITE (CHAMBRE COMMERCIALE) 1, RUE NOTRE-DAME E., BUR. 1.146 MONTREAL QC H2Y 1B6
14	HYDRO QUÉBEC	Ducharme.Line@hydro.qc.ca
15	HYDRO-QUÉBEC	BUREAU DU RECOUVREMENT 140, CREMAZIE O., 1ER ETAGE MONTREAL QC H2P 1C3
16	REVENU QUÉBEC	SERVICES DES FAILLIES ET INSOLVABILITE 1600, BOUL. RENE-LEVESQUE OUEST MONTREAL QC H3H 2V2
17	TRANSUNION	3115 HARVESTER ROAD SUITE 201 BURLINGTON ON L7N 3N8

Additional Supplementary list

1	KITCO INTERNATIONAL LTD	SEFTON LODGE BRITTONS CROSS ROAD ST.MICHAEL BARBADOS 14027
2	METAL TECHNOLOGY INC	173 QUEEN QVENUE SE ALBANY OR 97321 USA
3	VIDEOTRON	C P 11078 SUCC. CENTRE-VILLE MONTREAL QC H3C 5B7