

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

**IN THE MATTER OF THE *COURTS OF JUSTICE ACT* (ONTARIO)  
R.S.O 1990, c.C.43, AS AMENDED**

**BETWEEN:**

**RSM RICHTER INC., in its capacity as Court-Appointed Receiver of NORSHIELD  
ASSET MANAGEMENT (CANADA) LTD., NORSHIELD INVESTMENT PARTNERS  
HOLDINGS LTD., OLYMPUS UNITED FUNDS HOLDINGS CORPORATION,  
OLYMPUS UNITED FUNDS CORPORATION, OLYMPUS UNITED BANK AND  
TRUST SCC, OLYMPUS UNITED GROUP INC., NORSHIELD CAPITAL  
MANAGEMENT CORPORATION AND HONEYBEE SOFTWARE TECHNOLOGIES  
INC. and with no corporate or personal liability**

Applicant

**- and -**

**AMT INTERNATIONAL MINING CORPORATION**

Respondent

**MOTION RECORD  
(Returnable April 17, 2013)**

**Dated: April 15, 2013**

**Thornton Grout Finnigan LLP**  
Barristers and Solicitors  
Suite 3200  
100 Wellington Street West  
Toronto, ON M5K 1K7

**Grant B. Moffat (LSUC #32380L 1D)**  
Tel: (416) 304-0599  
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Lawyers for RSM Richter Inc. (now Richter  
Advisory Group Inc.), in its capacity as Receiver of  
AMT International Mining Corporation.

**TO: THIS HONOURABLE COURT**

## MOTION RECORD INDEX

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<b>C</b>	Initial Order dated June 29, 2005
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# TAB 1

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

**IN THE MATTER OF THE *COURTS OF JUSTICE ACT* (ONTARIO)  
R.S.O 1990, c.C.43, AS AMENDED**

**BETWEEN:**

**RSM RICHTER INC., in its capacity as Court-Appointed Receiver of NORSHIELD  
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TRUST SCC, OLYMPUS UNITED GROUP INC., NORSHIELD CAPITAL  
MANAGEMENT CORPORATION AND HONEYBEE SOFTWARE TECHNOLOGIES  
INC. and with no corporate or personal liability**

Applicant

**- and -**

**AMT INTERNATIONAL MINING CORPORATION**

Respondent

**NOTICE OF MOTION**

RSM Richter Inc. (now Richter Advisory Group Inc.), in its capacity as the Court-appointed Receiver (the “**Receiver**”) of AMT International Mining Corporation (the “**Debtor**”) will make a motion before the Honourable Mr. Justice C.L. Campbell on Wednesday, April 17, 2013 at 10:00 a.m. or as soon after that time as the motion can be heard, at 393 University Avenue, in the City of Toronto.

**PROPOSED METHOD OF HEARING:** The motion is to be heard orally.

**THE MOTION IS FOR:**

1. An Order approving the Receiver's Second Report to the Court dated April 15, 2013 (the "**Second Report**") and the activities of the Receiver described therein.
2. An Order approving the Claims Process (as such term is defined in the Second Report) and authorizing the Receiver to carry out the Claims Process.
3. An Order approving the Receiver's Statement of Receipts and Disbursements for the period from September 11, 2012 to March 31, 2013.
4. An Order dispensing with service of the Motion Record, including the Second Report, on any person.
5. Such further and other relief as counsel may advise and this Honourable Court may deem just.

**THE GROUNDS FOR THE MOTION ARE:**

1. The Receiver has completed its realization upon the Debtor's assets. It is now appropriate to conduct the Claims Process with a view to distributing the net proceeds of realization in the possession of the Receiver.
2. Such further and other grounds as counsel may advise and this Honourable Court may permit.

**THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the motion:

1. Second Report of the Receiver and the exhibits attached thereto;
2. Such further and other material as counsel may advise and this Honourable Court may permit.

April 15, 2013

**Thornton Grout Finnigan LLP**

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Advisory Group Inc.), in its capacity as  
Receiver of AMT International Mining  
Corporation

**RSM RICHTER INC., in its capacity as Court-  
Appointed Receiver of NORSHIELD ASSET  
MANAGEMENT (CANADA) LTD. et al**  
Applicant

**and**  
**AMT INTERNATIONAL MINING CORPORATION**  
Respondent

Court File No.:07-CL-6955

*ONTARIO*  
**SUPERIOR COURT OF JUSTICE**  
(Commercial List)  
Proceeding commenced in Toronto

**NOTICE OF MOTION**

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100 Wellington Street West  
P.O. Box 329  
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Receiver of AMT International Mining  
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# TAB 2



**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

**IN THE MATTER OF THE *COURTS OF JUSTICE ACT* (ONTARIO)  
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**BETWEEN:**

**RSM RICHTER INC., in its capacity as Court-Appointed Receiver of NORSHIELD  
ASSET MANAGEMENT (CANADA) LTD., NORSHIELD INVESTMENT PARTNERS  
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MANAGEMENT CORPORATION AND HONEYBEE SOFTWARE TECHNOLOGIES  
INC. and with no corporate or personal liability**

Applicant

**- and -**

**AMT INTERNATIONAL MINING CORPORATION**

Respondent

**SECOND REPORT OF THE RECEIVER  
DATED APRIL 15, 2013**

**INTRODUCTION**

1. By Order of the Court dated April 24, 2007 (the “**Appointment Order**”), RSM Richter Inc. (now Richter Advisory Group Inc.) (“**Richter**”) was appointed as the receiver (the “**Receiver**”) of all of the assets, undertakings and properties (the “**Property**”) of AMT International Mining Corporation (the “**Debtor**”). A copy of the Appointment Order is attached as Exhibit “A”.
2. The Appointment Order authorized the Receiver to, among other things, take possession of and exercise control over the Property. Without limiting the foregoing, the

Appointment Order specifically authorizes the Receiver to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collection of such monies, including, without limitation, to enforce any security held by the Debtor and to exercise the Debtor's rights and remedies as shareholder or creditor of AMT (USA), Inc. ("**AMT USA**"), a wholly owned subsidiary of the Debtor.

3. By Order dated September 17, 2012 the Court approved the Receiver's First Report to the Court dated September 12, 2012 (the "**First Report**"), together with the activities of the Receiver described therein, as well as the Chapter 7 Trustee Settlement and the AMT USA Settlement Agreement, each as defined and described below. A copy of the foregoing Order is attached as Exhibit "**B**".
4. The purpose of this second report ("**Second Report**") is to:
  - (a) provide the Court with a summary of the Receiver's activities since the date of the First Report;
  - (b) provide the Court with an update regarding the AMT USA Settlement Agreement;
  - (c) provide the Court with the evidentiary basis to make an Order:
    - (i) approving the activities of the Receiver as described in the Second Report;
    - (ii) approving the Claims Process (as defined below) and authorizing and directing the Receiver to carry out the Claims Process; and
    - (iii) approving the Receiver's Statement of Receipts and Disbursements for the period from September 11, 2012 to March 31, 2013.
5. The Orders in this proceeding, together with related Court documents, have been posted on the Receiver's website in English at [www.richter.ca/en/insolvency-cases](http://www.richter.ca/en/insolvency-cases) and in French at [www.richter.ca/fr-ca/insolvency%20cases](http://www.richter.ca/fr-ca/insolvency%20cases).
6. Unless otherwise provided, capitalized terms not otherwise defined in this Second Report are as defined in the Appointment Order.

## TERMS OF REFERENCE

7. In preparing the Second Report and making the comments contained herein, Richter has been provided with and relied upon unaudited financial information, the limited and sometimes incomplete books and records and the limited financial information prepared by the Debtor and its advisors. Richter has not audited, reviewed, or otherwise attempted to verify the accuracy or completeness of the information and, accordingly, Richter expresses no opinion or other form of assurance on the information contained in the Second Report.
8. Unless otherwise stated, all dollar amounts contained in the Second Report are expressed in Canadian dollars.

## APPOINTMENT OF THE NORSHIELD RECEIVER

9. Pursuant to the Orders of the Court dated June 29, 2005 (“**Initial Order**”) and July 14, 2005 (“**Extension Order**”), Richter was appointed as receiver pursuant to Section 129 of the *Securities Act*, R.S.O. 1990, c.S-5, as amended, without security, of all of the assets, undertakings and properties of:
  - (a) Gestion de Placements Norshield (Canada) Ltée / Norshield Asset Management (Canada) Ltd. (“**NAM**”);
  - (b) Gestion des Partenaires d’Investissement Norshield Ltée / Norshield Investment Partners Holdings Ltd.;
  - (c) Olympus United Funds Holdings Corporation;
  - (d) Corporation de Fonds Unis Olympus / Olympus United Funds Corporation (“**Olympus Funds**”);
  - (e) Olympus United Bank and Trust SCC (“**Olympus Bank**”); and
  - (f) Groupe Olympus United Inc. / Olympus United Group Inc.,(collectively, the “**Original Respondents**”).

Copies of the Initial Order and the Extension Order are attached hereto as Exhibits “C” and “D” respectively.

10. Pursuant to two additional Orders of the Court dated September 9, 2005 and October 14, 2005 (“**Expanded Orders**”), Richter was also appointed as receiver pursuant to Section 101 of the *Courts of Justice Act* (Ontario), without security, of all of the assets, undertakings and properties of:
  - (a) Norshield Capital Management Corporation / Corporation Gestion de l’Actif Norshield (“**Norshield Capital Management**”); and
  - (b) Honeybee Software Technologies Inc. / Technologies de Logiciels Honeybee Inc. (formerly Norshield Investment Corporation / Corporation d’Investissement Norshield) (“**Honeybee Software**”).

Copies of the Expanded Orders are attached hereto as Exhibits “E” and “F”.

11. The Original Respondents, Norshield Capital Management and Honeybee Software are collectively referred to as the “**Norshield Companies**” herein. Richter, in its capacity as the court-appointed receiver of the Norshield Companies is referred to herein as the “**Norshield Receiver**”.

## **BACKGROUND**

12. The Debtor was incorporated pursuant to the laws of the Province of Ontario and carried on business as a mineral exploration company. The Debtor’s registered head office is 181 Bay Street, Toronto, Ontario, M5J 2T9.
13. According to the Information Circular prepared by the Debtor dated April 30, 2004 (the “**Circular**”), the Debtor was a reporting issuer in each Canadian province and traded on the Toronto Stock Exchange. According to the Circular, Honeybee Software owns approximately 18% of the issued and outstanding common shares and 100% of the issued and outstanding preferred shares of the Debtor and is its largest single shareholder. The Circular provides that cease trade Orders were issued by certain securities commissions in respect of the Debtor in May 2002 for failure to file its financial statements and, on

February 11, 2003, the Debtor was delisted from the Toronto Stock Exchange. A true copy of the Circular is attached hereto as Exhibit "G".

14. The Debtor's only asset of value is the intercompany receivable owing to the Debtor by AMT USA in the amount of approximately \$16.9 million, as well as the shares of AMT USA held by the Debtor.
15. AMT USA is incorporated pursuant to the laws of the State of Arizona and is a wholly owned subsidiary of the Debtor. AMT USA also carried on business as a mineral exploration company and maintained an office in Tucson, Arizona. AMT USA is bankrupt and exists solely as a debtor in a liquidation proceeding under chapter 7 of the United States Bankruptcy Code (the "**Bankruptcy Code**"). The United States Bankruptcy Court for the District of Arizona (the "**Bankruptcy Court**") appointed Diane Mann as Trustee (the "**Chapter 7 Trustee**") to administer the liquidation case for AMT USA.
16. Based on the circular, the Norshield Receiver determined that the Debtor was indebted to Honeybee Software in the amount of CAD \$1,834,769.00 as at April 30, 2004. AMT USA guaranteed the obligations of the Debtor to Honeybee Software pursuant to a guarantee limited to the principal amount of CAD \$1 million (the "**AMT USA Guarantee**").
17. On November 30, 2006 all of the officers and directors of the Debtor resigned and the Debtor has been without officers and directors since that time.
18. As described in the First Report, AMT USA's sole asset was its interest in and to certain properties located in Arizona collectively known as the "**Copper Creek Property**". Pursuant to a letter agreement between the Debtor, AMT USA and Redhawk dated July 29, 2005 (the "**Letter Agreement**"), AMT USA sold its interest in the Copper Creek Property to Redhawk Resources, Inc. ("**Redhawk**") for CAD \$1.6 million. As part of that transaction, Redhawk also agreed to pay to AMT USA an annual advance royalty payment of CAD \$125,000 (the "**Advance Royalty Payment**") while Redhawk retained its ownership interest in the Copper Creek Property and prior to the time any commercial

mining production commenced at the Copper Creek Property. Redhawk also agreed to pay to AMT USA, upon commencement of any commercial mining production at the Copper Creek Property, a percentage royalty equal to 2.2% of all mineral production to a maximum of \$25 million.

19. Prior to the appointment of the Receiver, the balance of the purchase price under the Letter Agreement plus one Advance Royalty Payment in the total principal amount of CAD\$1.725 million (together, the “**Sale Proceeds**”) were paid to Pothier Valiquette, a law firm in Montreal, Quebec, which acted as the solicitors for AMT USA. In accordance with the terms of the Letter Agreement, approximately CAD\$373,000 of the Sale Proceeds was applied by Pothier Valiquette in payment of all outstanding trade payables with respect to the Copper Creek Property. Upon learning that the foregoing sale transaction had closed, the Norshield Receiver immediately took steps to recover the indebtedness of AMT USA to Honeybee Software.
20. On December 19, 2005, the Norshield Receiver instituted proceedings before the Superior Court, Province of Quebec, to recover from the Debtor the sum of CAD\$1,834,769 and from AMT USA the sum of CAD\$1,000,000 pursuant to the AMT USA Guarantee.
21. On February 20, 2006, the Norshield Receiver obtained default judgment in that proceeding pursuant to which the Debtor was ordered to pay to the Norshield Receiver the sum of CAD\$1,834,769 and AMT USA was directed to pay to the Norshield Receiver the sum of CAD\$1,000,000.
22. By judgment rendered on February 22, 2007 by the Superior Court, Province of Quebec, Pothier Valiquette was ordered to remit to the Norshield Receiver the net amount of the Sale Proceeds. The remaining Sale Proceeds in the amount of \$1,401,991.12 (which amount includes accrued interest of approximately \$49,000) was paid to the Norshield Receiver by Pothier Valiquette on February 26, 2007. Of this amount, \$1 million has been applied by the Norshield Receiver in satisfaction of AMT USA’s obligations under the AMT USA Guarantee and the balance has been transferred to the Receiver.

23. In September 2010, following extensive discussions and lengthy negotiations with the Receiver, Redhawk agreed to purchase AMT USA's interest in the royalty stream payable under the Letter Agreement for \$1,250,000. That amount has been paid by Redhawk to the Chapter 7 Trustee.

#### **STATUS OF SETTLEMENT WITH CHAPTER 7 TRUSTEE**

24. Following the bankruptcy of AMT USA, the Receiver filed a Proof of Claim with the Chapter 7 Trustee in the amount of \$16,940,659.40 in respect of funds advanced by the Debtor to or on behalf of AMT USA (the "**AMT International Proof of Claim**").
25. Following the filing of the AMT International Proof of Claim in the AMT USA estate, the Chapter 7 Trustee advised the Receiver that it took issue with the realization by the Norshield Receiver upon the Sale Proceeds as described above and that the AMT International Proof of Claim should not be allowed as a provable claim in the AMT USA estate but should instead be recharacterized as equity as opposed to debt. The Receiver disagreed with the Chapter 7 Trustee's position and extensive discussions regarding these issues continued throughout 2008 and into 2009.
26. Those discussions did not resolve the issues between the parties and, in September 2009, the Chapter 7 Trustee commenced a proceeding in the Bankruptcy Court pursuant to which the Chapter 7 Trustee alleged (i) that the sum of approximately \$1.4 million (being the net amount of the Copper Creek Property Sale Proceeds) paid to the Norshield Receiver by Pothier Valiquette constituted an avoidable transfer within the meaning of the Bankruptcy Code; and (ii) the AMT International Proof of Claim should be disallowed until the foregoing funds were returned to the Chapter 7 Trustee.
27. As described in the First Report, after approximately 18 months of ongoing negotiations, the Receiver and the Chapter 7 Trustee settled the Chapter 7 Trustee's Complaint (the "**Chapter 7 Trustee Settlement**").
28. However, Mani Verma ("**Verma**") and D&G Mining Co., LLC ("**D&G**"), creditors of both AMT USA and the Debtor, objected to the Chapter 7 Trustee Settlement. The Bankruptcy Court nevertheless approved the Chapter 7 Trustee Settlement solely as to the

alleged preference payments on February 3, 2011, but preserved the right of any party in interest to object to or seek to equitably subordinate the Debtor's claim in the AMT USA estate.

29. On August 17, 2011, D&G filed its adversary complaint in the Bankruptcy Court seeking to equitably subordinate the Debtor's claim in the AMT USA estate (the "**Adversary Proceeding**"). The Receiver disputed that claim and, through its Arizona counsel, engaged in numerous discussions with D&G in an attempt to resolve the Adversary Proceeding. The parties successfully negotiated an agreement (the "**AMT USA Settlement Agreement**") pursuant to which all matters in dispute regarding the claims by the parties in interest to the funds in the AMT USA estate were settled. Verma, D&G and Amalgamet Canada, each of which is a creditor of both the Debtor and AMT USA, are parties to the AMT USA Settlement Agreement.
30. All funds in the AMT USA estate have now been distributed to AMT USA's creditors. In accordance with the AMT USA Settlement Agreement the Receiver has received USD \$996,062 in respect of the intercompany receivable owing to the Debtor by AMT USA. Each of Verma, D&G and Amalgamet Canada have received their *pro rata* distribution from the AMT USA estate on account of their claims against AMT USA. As part of the AMT USA Settlement Agreement, Verma, D&G and Amalgamet Canada will not prove any claims in the Debtor's estate in Ontario.

## **CLAIMS PROCESS**

31. Given that the Receiver has now completed its realization upon the Debtor's assets, it is appropriate to conduct the claims process described below (the "**Claims Process**") with a view to distributing the net proceeds of realization in the possession of the Receiver. As described above and in the First Report, only limited books and records of the Debtor have been made available to the Receiver. Now that the claims against the Debtor by Verma, D&G and Amalgamet Canada have been resolved, the Receiver is aware of only the following creditor claims against the Debtor:

- (a) claim by Honeybee Software in the amount of approximately \$835,000;



- (b) claim by Blakes for unpaid legal fees in connection with the action by Verma against the Debtor in the amount of approximately CAD \$100,000.00;
  - (c) claim by TB Construction in the amount of approximately CAD \$67,000.00; and
  - (d) miscellaneous claims in the total amount of approximately CAD \$25,000.00.
32. The Receiver recommends that it be authorized to mail a proof of claim form to all known creditors in the form attached as Exhibit “H”. In addition, given the limited books and records of the Debtor available to the Receiver, the Receiver recommends that it be authorized to place an advertisement in *The Globe and Mail* and *La Presse* which will also provide notice of the Claims Process in the form attached as Exhibit “I”.
33. Creditors will be required to submit a completed proof of claim to the Receiver by June 3, 2013 (the “**Claims Bar Date**”).
34. The Receiver is proposing the following timeline for the Claims Process:

Milestones	Date
Mail to all known creditors a proof of claim	May 3, 2013
Post forms on the AMT receivership website	May 3, 2013
Place advertisements in <i>The Globe and Mail</i> and <i>La Presse</i>	May 3, 2013
<b>Claims Bar Date for creditors to file a proof of Claim with the Receiver</b>	<b>June 3, 2013</b>

35. The Receiver shall review all proofs of claim received by the Receiver on or before the Claims Bar Date and, where a proof of claim is disputed in whole or in part, the Receiver, prior to any distribution of funds to a creditor, shall issue a notice of

disallowance (“**Notice of Disallowance**”) indicating the reasons for the disallowance in whole or in part of the proof of claim.

36. Where a creditor objects to a Notice of Disallowance, the creditor must notify the Receiver of the objection (“**Notice of Objection**”) in writing by registered mail, courier service or facsimile within twenty (20) days following the date of issuance by the Receiver of the applicable Notice of Disallowance. Unless otherwise agreed by the Receiver in writing, the creditor must thereafter serve on the Receiver within thirty (30) days following the Notice of Objection a notice of motion in the Ontario Court for determination of the claim in dispute.
37. The Receiver will issue a further report to Court summarizing the results of the Claims Process and its proposed methodology for the distribution of funds recovered to creditors.
38. The Receiver recommends that the Claims Process be approved and that the Receiver be authorized and directed to carry out the Claims Process in order to determine and confirm the claims of creditors of the Debtor.

#### **STATEMENT OF RECEIPTS AND DISBURSEMENTS**

39. Attached hereto as Exhibit “J” is the Receiver’s statement of receipts and disbursements for the period from September 11, 2012 to March 31, 2013. As described above, the Receiver has now completed its realization upon the known assets of the Debtor and does not anticipate receiving any additional funds.

40. As at March 31, 2013, the Receiver has cash on hand of \$923,141 which is net of payment of certain professional fees and disbursements of the Receiver and its Canadian and United States legal counsel. In accordance with the Appointment Order, the Receiver has been authorized to periodically pay such fees and disbursements, subject to approval by the Court. The Receiver anticipates that it will seek approval of the fees and disbursements of the Receiver and its legal counsel as part of a subsequent motion to approve the distribution of funds to creditors of the Debtor following completion of the Claims Process.

#### **RECEIVER'S CONCLUSION AND RECOMMENDATIONS**

41. For the reasons set out above, the Receiver recommends that:
- (a) the activities of the Receiver as described in the Second Report be approved;
  - (b) the Receiver's Statement of Receipts and Disbursements be approved; and
  - (c) the Claims Process be approved and the Receiver be authorized to carry out the Claims Process.

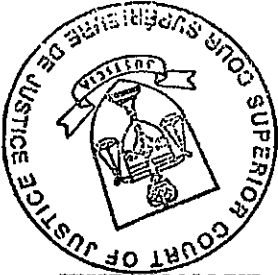
All of which is respectfully submitted at Toronto, Ontario this 15<sup>th</sup> day of April, 2013.

**RSM RICHTER INC. (now Richter  
Advisory Group Inc.),** solely in its  
capacity as the Court-appointed receiver  
of the Property (as defined herein) of  
AMT International Mining Corporation  
and without personal or corporate liability

Per:   
\_\_\_\_\_

# EXHIBIT A

# EXHIBIT "A"



Court File No. 07-CL-6955

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**THE HONOURABLE MR.**

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**TUESDAY, THE 24<sup>th</sup>**

)

**JUSTICE C.L. CAMPBELL**

)

**DAY OF APRIL, 2007**

**IN THE MATTER OF THE *COURTS OF JUSTICE ACT* (ONTARIO)  
R.S.O 1990, c.C.43, AS AMENDED**

**BETWEEN:**

**RSM RICHTER INC., in its capacity as Court-Appointed Receiver of NORSHIELD  
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TRUST SCC, OLYMPUS UNITED GROUP INC., NORSHIELD CAPITAL  
MANAGEMENT CORPORATION AND HONEYBEE SOFTWARE TECHNOLOGIES  
INC. and with no corporate or personal liability**

**Applicant**

**- and -**

**AMT INTERNATIONAL MINING CORPORATION**

**Respondent**

## **ORDER**

**THIS MOTION**, made by the Applicant for an Order pursuant to Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C-43, as amended (the "CJA") appointing RSM Richter Inc. as receiver (the "Receiver") without security, of all of the assets, undertakings and properties of AMT International Mining Corporation (the "Debtor") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Eric Rodier sworn April 20, 2007 and the Exhibits thereto, and on hearing the submissions of counsel for the Applicant, and on reading the consent of RSM Richter Inc. to act as Receiver,

### **SERVICE**

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged so that this motion is properly returnable today and hereby dispenses with service thereof on any person.

### **APPOINTMENT**

2. **THIS COURT ORDERS** that pursuant to Section 101 of the CJA, RSM Richter Inc. is hereby appointed Receiver, without security, of all of the Debtor's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "Property").

### **RECEIVER'S POWERS**

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive and collect all monies, dividends or other amounts payable in respect of the Property;

- (c) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the powers and duties conferred by this Order;
- (e) to engage such investment managers, fund managers, portfolio managers, hedge fund managers and other financial professionals from time to time and on whatever basis, including on a temporary basis, as may in the opinion of the Receiver be appropriate;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collection of such monies, including, without limitation, to enforce any security held by the Debtor and to exercise the Debtor's rights and remedies as shareholder or creditor of any third party including, without limitation, AMT (USA) Inc. ("AMT USA");
- (g) to settle, extend or compromise any indebtedness owing to the Debtor or relating to the Property;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;

- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property (which term includes AMT USA) or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order of judgment pronounced in any such proceeding;
- (j) to report to, meet with and discuss with any party deemed necessary or advisable by the Receiver, including without limitation any secured and unsecured creditors of the Debtor, any other stakeholders of the Debtor, any entity in which any Property has been directly or indirectly invested and any of their advisors as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (k) without limiting the foregoing subparagraph, to report to, meet with and discuss with any domestic and foreign regulatory bodies including Canadian or provincial securities commissions and any securities exchanges and their advisors as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (l) to perform any investigation or enquiry related to the Debtor or the Property required by the Receiver to carry out the terms of this Order including, without limitation, to compel any Person to be examined under oath in respect of the Debtor, the Property or any matters relating thereto;



- (m) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (n) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
  - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$100,000; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,
- (o) and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, shall be not required, and in each case the Ontario *Bulk Sales Act* shall not apply; to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (p) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (q) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (r) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor

and the power to lend money to or indemnify any such trustee, such trustee borrowings or indemnity not to exceed \$100,000 unless otherwise increased by this Court;

- (s) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have;
- (t) to enter into, terminate, suspend, extend, amend and/or postpone any and all financial contracts entered into or to be entered into by the Debtor with any other party; and
- (u) to take any steps reasonably incidental to the exercise of these powers,

and in each such case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

4. **THIS COURT ORDERS** that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instruction or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver without charge to the Receiver, shall provide the Receiver with account numbers and/or names under which Property may be held by third parties, shall deliver all such Property to the Receiver upon the Receiver's request, and shall disclose to the Receiver, upon demand being made therefor by the Receiver, any and all information and documentation regarding any transactions between the Debtor and any Person as

well as any transaction entered into between the Debtor and any party related to or affiliated with a present or former director, officer or employee of the Debtor.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor or the Property, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instruction on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. **THIS COURT ORDERS** that Internet Service Providers and other Persons which provide e-mail, world wide web, file transfer protocol, Internet connection or other similar services to the Debtor and/or its present or former directors, officers, employees and agents shall deliver to the Receiver all documents, server files, archive files and any other information in any form in any way recording messages, e-mail correspondence or other information sent or received by such directors, officers, employees or agents in the course of their association with the Debtor.

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

8. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

#### **NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY**

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court provided that nothing herein contained shall prevent the commencement or continuation of any proceedings against the Debtor by any Canadian provincial securities regulator or commission.

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

10. **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the receiver or the Debtor from compliance with statutory or

regulatory provisions relating to health, safety or the environment (provided, however, that the Receiver shall not be required to comply with any statutory or regulatory reporting requirements imposed upon the Debtor solely by virtue of its appointment as Receiver), (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien. Without limiting the foregoing, the rights and remedies against the Debtor or affecting the Property which are hereby stayed and suspended shall include all rights and remedies relating to the shares, securities, debentures, notes, bonds or other instruments issued by or on behalf of the Debtor or in respect of the Property including, without limitation, futures contracts, options, derivatives, swaps and other financial contracts in respect of present or future rights or obligations.

#### **NO INTERFERENCE WITH THE RECEIVER**

11. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

#### **CONTINUATION OF SERVICES**

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with the normal payment practices of the Debtor or

such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

### **RECEIVER TO HOLD FUNDS**

13. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale or realization upon all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

### **EMPLOYEES**

14. **THIS COURT ORDERS** that the employment of each employee or and the engagement of any independent contractor or consultant to the Debtor is hereby terminated and that no present or past director, officer or employee of the Debtor may hereafter purport to act on behalf of the Debtor or enter into any agreements in respect of the Debtor or the Property. The Receiver shall not be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts, other than such amounts as the Receiver may specifically agree in writing to pay, or such amounts as may be determined in a Proceeding before a court or tribunal of competent jurisdiction, provided that pursuant to subsection 14.06(2) of the *Bankruptcy and Insolvency Act* (Canada) (the "BIA"), the Receiver shall not be liable for any amount that is or could be due to an employee by the Debtor including, without limitation, any amount calculated by reference to any period of employment, service or seniority that precedes the date of this Order. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA.

15. **THIS COURT ORDERS** that, pursuant to clause (7)(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to any party to the extent desirable or required to carry out the provisions of this Order. Each person to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

#### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

16. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

**LIMITATION ON THE RECEIVER'S LIABILITY**

17. **THIS COURT ORDERS** that the Receiver (which term includes, for the purpose of this paragraph, the Receiver's partners, employees, agents, consultants, solicitors and other persons engaged by the Receiver for the purpose of its administration of the receivership) shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order (including, without limitation, any steps taken in its capacity as a shareholder or creditor of AMT USA or in the name of or on behalf of AMT USA), save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Receiver by Section 14.06 of the BIA or by any other applicable legislation.

**RECEIVER'S ACCOUNTS**

18. **THIS COURT ORDERS** that any expenditure or liability which shall properly be made or incurred by the Receiver, including the fees and disbursements of the Receiver, its agents and the fees and disbursement of its legal counsel, incurred at the standard rates and charges of the Receiver and its counsel, shall be allowed to it in passing its accounts and shall form a first charge on the Property in priority to all security interest, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person (the "Receiver's Charge").

19. **THIS COURT ORDERS** that the Receiver shall be authorized and directed to retain the law firms of ThorntonGroutFinnigan LLP and Fishman Flanz Meland Paquin as legal counsel to the Receiver.

20. **THIS COURT ORDERS** the Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.



21. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

#### **FUNDING OF THE RECEIVERSHIP**

22. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$4100,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge.

23. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

24. **THIS COURT ORDERS** that the Receiver may at any time apply for its discharge as Receiver without any further obligation in the event that the Property is not, in the opinion of the Receiver, likely to be sufficient to indemnify the Receiver for its remuneration, costs, expenses and liabilities.

25. **THIS COURT ORDERS** that that Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

26. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

### **SERVICE**

27. **THIS COURT ORDERS** that, except as otherwise specified herein, the Receiver is at liberty to serve any notice, form or other document in connection with these proceedings by forwarded copies by prepaid ordinary mail, courier, personal delivery or electronic transmission to Persons or other appropriate parties at their respective addressees or other contact particulars as last indicated in the records of the Debtor and that any such service shall be deemed to be received on the date of delivery if by personal delivery or electronic transmission, on the following business day if delivered by courier, or three business days after mailing if by ordinary mail.

28. **THIS COURT ORDERS** that the Receiver may serve any court materials in these proceedings (including, without limitation, application records, motion records, facts and orders) on all represented parties electronically, by e-mailing a PDF or other electronic copy of such materials (other than any book of authorities) to counsels' e-mail addresses as recorded on the service list, and posting a copy of the materials on an internet website to be hosted by the Receiver or its designee (the "Website") as soon as practicable thereafter, provided that the Receiver shall deliver hard copies of such materials to any party requesting same as soon as practicable thereafter.

29. **THIS COURT ORDERS** that any party in these proceedings (other than the Debtor) may serve any court materials (including, without limitation, application records, motion records, facts and orders) electronically, by e-mailing a PDF or other electronic copy of all materials (other than any book of authorities) to counsels' e-mail addresses as recorded on the service list; provided that such party shall deliver both PDF or other electronic copies and hard copies of full materials to counsel to the Receiver and to any other party requesting same and the Receiver shall cause a copy to be posted on the Website, all as soon as practicable thereafter.

30. **THIS COURT ORDERS** that, unless otherwise provided herein or ordered by this Court, no document, order or other material need be served on any Person in respect of these proceedings unless such Person has served a Notice of Appearance on the solicitors for the Receiver and has filed such notice with this Court.

#### **BANKRUPTCY AND CCAA**

31. **THIS COURT ORDERS** that with leave of the Court first being obtained the Receiver shall be entitled to make an assignment in bankruptcy on behalf of the Debtor, to initiate any proceeding under the BIA, the *Companies' Creditors Arrangement Act*, R.S. 1985, c. C-36 (the "CCAA"), the *Canada Business Corporations Act*, the *Winding-Up and Restructuring Act* (Canada) or any other similar legislation in Canada or elsewhere in respect of the Debtor or the Property or in respect of any party related to or affiliated with any present or former employees, officers or directors of the Debtor.

32. **THIS COURT ORDERS** that the Receiver be and it is hereby authorized to issue an Application for Bankruptcy Order against the Debtor.

**GENERAL**

33. **THIS COURT ORDERS AND DIRECTS** the Toronto Police Services to assist the Receiver in carrying out its duties under this Order, including assisting the Receiver in obtaining access to any premises leased or owned by the Debtor.

34. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

35. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy or monitor under the CCAA in respect of the Debtor, with leave of the Court first being obtained.

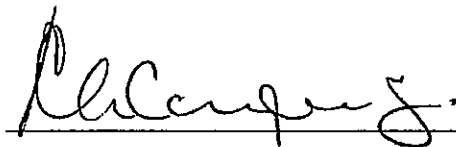
36. **THIS COURT ORDERS** that nothing contained in this Order shall prevent the Receiver from acting as a provisional administrator under the laws of the Province of Quebec, including, but not limited to, the *Securities Act* (Quebec).

37. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada (including, without limitation, the Superior Court of Quebec), the United States (including, without limitation, the State of Arizona) or elsewhere to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order, including, without limitation, to assist the Receiver to take possession of or to control the Property, including Property held by third parties or parties affiliated or related to the Debtor.

38. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

39. **THIS COURT ORDERS** that the Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

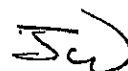
40. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.



ENTERED AT / INSCRIT À TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO.:

APR 24 2007

PER/PAR:



**SCHEDULE "A"****RECEIVER'S CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. **THIS IS TO CERTIFY** that RSM Richter Inc., the receiver (the "Receiver") of all of the assets, undertakings and properties of AMT International Mining Corporation, appointed by Order of the Ontario Superior Court of Justice (the "Court") dated the 24<sup>th</sup> day of April, 2007 (the "Order") made in an application having Court File Number 07-CL-●, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$●, being part of the total principal sum of \$● which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly not in advance on the ● day of each month] after the date hereof at a notional rate per annum equal to the rate of ● per cent above the prime commercial lending rate of Bank of ● from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property (as defined in the Order) as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

**DATED** the       day of       , 2007.

RSM Richter Inc., solely in its capacity as  
Receiver of the Property (as defined in the  
Order), and not in its personal capacity

Per: \_\_\_\_\_

Name:

Title:

**RSM RICHTER INC.**

Applicant

and

**AMT INTERNATIONAL MINING CORPORATION**

Respondent

Court File No.: 07-CL-6955

*ONTARIO*

**SUPERIOR COURT OF JUSTICE**  
(Commercial List)

Proceeding commenced in Toronto

**ORDER**

**ThorntonGroutFinnigan LLP**  
Barristers and Solicitors  
Suite 3200, Canadian Pacific Tower  
100 Wellington Street West  
P.O. Box 329  
Toronto-Dominion Centre  
Toronto, ON M5K 1K7

**Grant B. Moffat (LSUC #32380L 1D)**

Tel: (416) 304-0599

Fax: (416) 304-1313

Solicitors for RSM Richter Inc.



# **EXHIBIT B**

# EXHIBIT "B"



Court File No.: 07-CL-6955

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

THE HONOURABLE ) MONDAY THE 17TH DAY  
MR. JUSTICE C.L. CAMPBELL ) OF SEPTEMBER, 2012

**IN THE MATTER OF THE *COURTS OF JUSTICE ACT* (ONTARIO)  
R.S.O 1990, c.C.43, AS AMENDED**

**BETWEEN:**

**RSM RICHTER INC., in its capacity as Court-Appointed Receiver of NORSHIELD  
ASSET MANAGEMENT (CANADA) LTD., NORSHIELD INVESTMENT PARTNERS  
HOLDINGS LTD., OLYMPUS UNITED FUNDS HOLDINGS CORPORATION,  
OLYMPUS UNITED FUNDS CORPORATION, OLYMPUS UNITED BANK AND  
TRUST SCC, OLYMPUS UNITED GROUP INC., NORSHIELD CAPITAL  
MANAGEMENT CORPORATION AND HONEYBEE SOFTWARE TECHNOLOGIES  
INC. and with no corporate or personal liability**

Applicant

- and -

**AMT INTERNATIONAL MINING CORPORATION**

Respondent

## **ORDER**

**THIS MOTION**, made by RSM Richter Inc., in its capacity as the Court-Appointed Receiver (the "**Receiver**") of AMT International Mining Corporation (the "**Debtor**") was heard this day at 393 University Avenue, Toronto, Ontario.

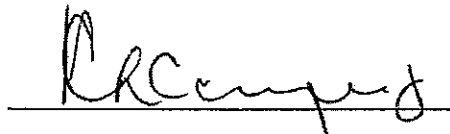
**ON READING** the First Report of the Receiver dated September 12, 2012 and the Exhibits attached thereto (the "First Report"), and on hearing the submissions of counsel for the Receiver herein:

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and Motion Record herein is hereby abridged such that the motion is properly returnable today and that further service thereof upon any interested party is hereby dispensed with.
2. **THIS COURT ORDERS** that capitalized terms not otherwise defined in this Order shall have the meanings ascribed thereto in the First Report.
3. **THIS COURT ORDERS** that the First Report and the activities and conduct of the Receiver described in the First Report are hereby ratified and approved.
4. **THIS COURT ORDERS** that the activities and conduct of the Norshield Receiver as described in the First Report are hereby ratified and approved.
5. **THIS COURT ORDERS** that the terms of the Chapter 7 Trustee Settlement are hereby approved and the Receiver is authorized and directed, *nunc pro tunc*, to carry out the terms of the Chapter 7 Trustee Settlement.
6. **THIS COURT ORDERS** that the AMT USA Settlement Agreement is hereby approved and the Receiver is hereby authorized and directed to, *nunc pro tunc*, enter into and carry out the terms of the AMT USA Settlement Agreement, together with any amendments thereto deemed necessary by the Receiver in its sole opinion.
7. **THIS COURT ORDERS** that the costs of the Receiver in preparation of this motion and of these proceedings, up to and including the hearing of this motion and the entry of this Order (including applicable Harmonized Sales Tax) be paid to the Receiver from the estate herein.

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**RSM RICHTER INC., in its capacity as Court-  
Appointed Receiver of NORSHIELD ASSET  
MANAGEMENT (CANADA) LTD. et al**  
Applicant

and

**AMT INTERNATIONAL MINING CORPORATION**  
Respondent

Court File No.: 07-CL-6955

*ONTARIO*  
**SUPERIOR COURT OF JUSTICE**  
(Commercial List)  
Proceeding commenced in Toronto

**ORDER**

**ThorntonGroutFinnigan LLP**  
Barristers and Solicitors  
Suite 3200, Canadian Pacific Tower  
100 Wellington Street West  
P.O. Box 329  
Toronto-Dominion Centre  
Toronto, ON M5K 1K7

**John L. Finnigan (LSUC# 240408)**  
**Grant B. Moffat (LSUC #32380L 1D)**  
Tel: (416) 304-1616  
Fax: (416) 304-1313

Solicitors for RSM Richter Inc., in its capacity  
as Receiver of AMT International Mining  
Corporation

# EXHIBIT C

# EXHIBIT "C"

Court File No. 05-CL-5965

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

THE HONOURABLE

WEDNESDAY, THE 29<sup>th</sup> DAY

MR. JUSTICE CAMPBELL

OF JUNE, 2005



**ONTARIO SECURITIES COMMISSION**

Applicant

- and -

**GESTION DE PLACEMENTS NORSHIELD (CANADA) LTÉE /  
NORSHIELD ASSET MANAGEMENT (CANADA) LTD., NORSHIELD INVESTMENT  
PARTNERS HOLDINGS LTD./GESTION DES PARTENAIRES D'INVESTISSEMENT  
NORSHIELD LTÉE, OLYMPUS UNITED FUNDS HOLDINGS CORPORATION,  
OLYMPUS UNITED FUNDS CORPORATION/CORPORATION DE FONDS UNIS  
OLYMPUS, OLYMPUS UNITED BANK AND TRUST SCC, GROUPE OLYMPUS  
UNITED INC./OLYMPUS UNITED GROUP INC.**

Respondents

## **INITIAL ORDER**

THIS APPLICATION, made by the Ontario Securities Commission (the "Commission") for an Order pursuant to section 129 of the *Securities Act*, R.S.O. 1990, c. S-5, as amended (the "Act") appointing RSM Richter Inc. as receiver (in such capacity, the "Receiver") without security, of all of the assets, undertakings and properties of Gestion de Placements Norshield (Canada) Ltée/Norshield Asset Management (Canada) Ltd., Norshield Investment Partners Holdings Ltd./Gestion des Partenaires d'Investissement Norshield Ltée, Olympus United Funds Holdings Corporation, Olympus United Funds Corporation/Corporation de Fonds Unis Olympus, Olympus United Bank and Trust SCC and Groupe Olympus United Inc./Olympus United Group Inc., (collectively, the "Debtors", which term for greater certainty includes any of them) was heard this day at 393 University Avenue, Toronto, Ontario.

ON READING the affidavit of Richard Radu sworn June 29, 2005 and the Exhibits thereto, the letter from the Autorité des Marchés Financiers ("AMF") supporting the relief sought by the Applicant herein, on hearing the submissions of counsel for the Commission, and on reading the consent of RSM Richter Inc. to act as the Receiver,

### **SERVICE**

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record herein is hereby abridged so that this motion is properly returnable today and hereby dispenses with further service thereof.

### **APPOINTMENT**

2. THIS COURT ORDERS that pursuant to section 129 of the Act, RSM Richter Inc. is hereby appointed Receiver, without security, of all of the Debtors' current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (collectively, the "Debtors' Property") and any assets, undertakings, properties, claims and rights of recourse against any third parties, relating to the Debtors' business, including without limitation, that which is in the possession or under the control of the Debtors or any other Person (as defined herein) including cash, deposit instruments, securities or other property held in trust for any other person, including, without limitation, retail and institutional investors (collectively, the "Other Property"), such appointment to be for a period of 15 days from the date hereof, subject to further Order of the Court.

### **RECEIVER'S POWERS**

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Debtors' Property and the Other Property (collectively the "Property") and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession and control of the Property including, without limitation, any Property held in segregated accounts, non-segregated

accounts, trust accounts, custodial accounts or segregated cells in the name of or on behalf of any of the Debtors and any and all proceeds, receipts and disbursements arising out of or from the Property;

- (b) to receive and collect all monies, dividends or other amounts payable in respect of the Property;
- (c) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the powers and duties conferred by this Order;
- (e) to engage such investment managers, fund managers, portfolio managers, hedge fund managers and other financial professionals from time to time and on whatever basis, including on a temporary basis, as may in the opinion of the Receiver be appropriate;
- (f) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to carry out the terms of the Receiver's appointment;
- (g) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (h) to settle, extend or compromise any indebtedness owing to the Debtors;



- (i) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (j) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;
- (k) subject to the stay of proceedings referred to herein, to initiate, prosecute and continue the prosecution of any and all proceedings and to defend or intervene in all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (l) to report to, meet with and discuss with any party deemed necessary or advisable by the Receiver, including without limitation any secured and unsecured creditors of the Debtors, investors in any of the Debtors, any other stakeholders of the Debtors, any entity in which any Property has been directly or indirectly invested and any of their advisors as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (m) to perform any investigation or enquiry related to the Debtors or the Property required by the Receiver to carry out the terms of this Order including, without limitation, to compel any Person to be examined under oath in respect of the Debtors, the Property or any matters relating thereto;
- (n) without limiting the foregoing subparagraph (l), to report to, meet with and discuss with any domestic and foreign regulatory bodies including provincial securities commissions and any securities exchanges and their advisors as the Receiver deems appropriate on all matters relating to the

Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (q) to enter into arrangements with any trustee in bankruptcy or monitor appointed pursuant to the *Companies' Creditors Arrangement Act* (Canada) (the "CCAA") in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors and the power to lend money to or indemnify any such trustee, such trustee borrowings or indemnity not to exceed \$100,000 unless otherwise increased by this Court;
- (r) to negotiate and enter into an extension of any real property lease where the Receiver considers it advisable to do so, on such terms as the Receiver considers appropriate;
- (s) to repudiate any real property lease where the Receiver considers it advisable to do so;
- (t) to repudiate leases in respect of equipment leased by the Debtors, and to return any such equipment to the lessors;
- (u) to arrange for the liquidation of such equipment and property of the Debtors as the Receiver considers advisable;
- (v) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;

- (w) to enter into, terminate, suspend, extend, amend and/or postpone any and all financial contracts entered into or to be entered into by any of the Debtors with any other party; and
- (x) to take any steps reasonably incidental to the exercise of these powers,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons, including the Debtors, and without interference from any other Person.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

4. THIS COURT ORDERS that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver without charge to the Receiver, shall provide the Receiver with account numbers and/or names under which Property may be held by third parties, shall deliver all such Property to the Receiver upon the Receiver's request, and shall disclose to the Receiver, upon demand being made therefor by the Receiver, any and all information and documentation regarding any transactions between a Debtor and any Person as well as any transaction entered into between a Debtor and any party related to or affiliated with a present or former director, officer or employee of a Debtor.

5. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to take possession and control of any funds held in the name of the Debtors, in any former names of the Debtors or by a third party for the benefit of the Debtors, or any stakeholders of the Debtors, including, without limitation, all amounts standing to the credit or in the name of any of the funds listed at Schedule "A" hereto.

6. THIS COURT ORDERS that all Persons shall forthwith and without charge advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and

accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors or the Property, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 6 or in paragraph 7 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

7. THIS COURT ORDERS that that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information

8. THIS COURT ORDERS that Internet Service Providers and other Persons which provide e-mail, world wide web, file transfer protocol, Internet connection or other similar services to the Debtors and/or their present and former directors, officers, employees and agents shall deliver to the Receiver all documents, server files, archive files and any other information in any form in any way recording messages, e-mail correspondence or other information sent or received by such directors, officers, employees or agents in the course of their association with the Debtors.

**NO PROCEEDINGS AGAINST THE RECEIVER**

9. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

**NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY**

10. THIS COURT ORDERS that no Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court, provided that nothing herein shall prevent the commencement or continuation of any proceedings against the Debtors by the Commission or by the AMF.

**NO EXERCISE OF RIGHTS OR REMEDIES**

11. THIS COURT ORDERS that all rights and remedies against the Debtors or affecting the Property are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment (provided, however, that the Receiver shall not be required to comply with any statutory or regulatory reporting requirements imposed upon the Debtor solely by virtue of its appointment as Receiver), or (iii) prevent the filing of any registration to preserve or perfect a security interest or a claim for lien. Without limiting the foregoing, the rights and remedies against the Debtors or affecting the Property which are hereby stayed and suspended shall include all rights and remedies relating to the shares, securities, debentures, notes, bonds or other instruments issued by or on behalf of the Debtors or in respect of the Property including, without limitation, futures contracts, options, derivatives, swaps and other financial contracts in respect of present or future rights or obligations.

#### **NO INTERFERENCE WITH THE RECEIVER**

12. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, arrangement, agreement, licence or permit in favour of or held by the Debtors, without written consent of the Receiver or leave of this Court.

#### **CONTINUATION OF SERVICES**

13. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

#### **RECEIVER TO HOLD FUNDS**

14. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of or realization upon all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

## EMPLOYEES

15. THIS COURT ORDERS that the employment of each employee of and the engagement of any independent contractor or consultant to the Debtors is hereby terminated and that no present or past director, officer or employee of a Debtor may hereafter purport to act on behalf of a Debtor or enter into any agreements in respect of the Debtor or the Property. The Receiver shall not be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts, other than such amounts as the Receiver may specifically agree in writing to pay, or such amounts as may be determined in a Proceeding before a court or tribunal of competent jurisdiction, provided that pursuant to subsection 14.06(1.2) of the BIA, the Receiver shall not be liable for any amount that is or could be due to an employee by the Debtors including, without limitation, any amount calculated by reference to any period of employment, service or seniority that precedes the date of this Order. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA.

16. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to any party to the extent desirable or required to carry out the provisions of this Order. Each person to whom such personal information is disclosed shall maintain and protect the privacy of such information and shall limit the use of such information to a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

## LIMITATION ON ENVIRONMENTAL LIABILITIES

17. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or

relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that the Receiver shall promptly advise the Ontario Ministry of the Environment of any obvious or known environmental condition existing on or in any of the Property in accordance with applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it in fact takes possession.

#### **LIMITATION ON THE RECEIVER'S LIABILITY**

18. THIS COURT ORDERS that the Receiver (which term includes, for the purpose of this paragraph, RSM Richter Inc. in its capacity as the Monitor (as defined below) and the Receiver's partners, employees, agents, consultants, solicitors, and other persons engaged by the Receiver for the purpose of its administration of the receivership) shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. The term "Monitor" shall mean RSM Richter Inc. in its capacity as the monitor appointed by the OSC and the AMF of Gestion de Placements Norshield (Canada) Ltée/Norshield Asset Management (Canada) Ltd., Olympus United Funds Corporation/Corporation de Fonds Unis Olympus, and Olympus United Bank and Trust SCC.

#### **RECEIVER'S ACCOUNTS**

19. THIS COURT ORDERS that any expenditure or liability which shall properly be made or incurred by the Receiver, including the fees and disbursements of the Receiver, its agents and the fees and disbursements of its legal counsel, incurred at the normal rates and charges of the Receiver and its counsel, shall be allowed to it in passing its accounts and shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person (the "Receiver's Charge").

20. THIS COURT ORDERS that the Receiver shall be authorized and directed to retain the law firms of Thornton Grout Finnigan LLP and Goldstein, Flanz & Fishman LLP as legal counsel to the Receiver.



21. THIS COURT ORDERS the Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and their legal counsel are referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

22. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

#### **FUNDING OF THE RECEIVERSHIP**

23. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$1,000,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge.

24. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

25. THIS COURT ORDERS that the Receiver may at any time apply for its discharge as Receiver without any further obligation in the event that the Property is not, in the opinion of the Receiver, likely to be sufficient to indemnify the Receiver for its remuneration, costs, expenses and liabilities.

26. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "B" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

27. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis.

#### **SERVICE**

28. THIS COURT ORDERS that the Receiver is at liberty to serve notice of its appointment as Receiver by placing advertisements regarding such appointment substantially in the form attached hereto as Schedule "C" in at least two (2) Canadian daily newspapers with national distribution, and such advertisements shall constitute effective notice of the appointment of the Receiver and all Persons shall be deemed, absent evidence to the contrary, to have received notice of the appointment.

29. THIS COURT ORDERS that, except as otherwise specified herein, the Receiver is at liberty to serve any notice, form or other document in connection with these proceedings by forwarding copies by prepaid ordinary mail, courier, personal delivery or electronic transmission to Persons or other appropriate parties at their respective addresses or other contact particulars as last indicated in the records of the Debtors and that any such service shall be deemed to be received on the date of delivery if by personal delivery or electronic transmission, on the following business day if delivered by courier, or three business days after mailing if by ordinary mail.

30. THIS COURT ORDERS that the Receiver may serve any court materials in these proceedings (including, without limitation, application records, motion records, facta and orders) on all represented parties electronically, by e-mailing a PDF or other electronic copy of such materials (other than any book of authorities) to counsels' e-mail addresses as recorded on the service list, and posting a copy of the materials to an internet website to be hosted by the Receiver or its designee (the "Website") as soon as practicable thereafter, provided that the Receiver shall deliver hard copies of such materials to any party requesting same as soon as practicable thereafter.

31. THIS COURT ORDERS that any party in these proceedings (other than the Debtors) may serve any court materials (including, without limitation, application records, motion records, facta and orders) electronically, by emailing a PDF or other electronic copy of all materials (other than any book of authorities) to counsels' e-mail addresses as recorded on the service list; provided that such party shall deliver both PDF or other electronic copies and hard copies of full materials to counsel to the Receiver and to any other party requesting same and the Receiver shall cause a copy to be posted to the Website, all as soon as practicable thereafter.

32. THIS COURT ORDERS that, unless otherwise provided herein or ordered by this Court, no document, order or other material need be served on any Person in respect of these proceedings unless such Person has served a Notice of Appearance on the solicitors for the Receiver and has filed such notice with this Court.

#### **BANKRUPTCY AND CCAA**

33. THIS COURT ORDERS that with leave of the Court first being obtained the Receiver shall be entitled to make an assignment in bankruptcy on behalf of the Debtors to initiate any proceeding under the BIA, the CCAA, the *Canada Business Corporations Act*, the *Winding-Up and Restructuring Act* (Canada) or any other similar legislation in Canada or elsewhere in respect of one or more of the Debtors or the Property or in respect of any party related to or affiliated with any present or former employees, officers or directors of a Debtor.

34. THIS COURT ORDERS that the Receiver be and it is hereby authorized to issue an Application for a Bankruptcy Order against the Debtors on an individual or consolidated basis.

35. THIS COURT ORDERS that, in the event that the Receiver obtains a Bankruptcy Order against the Debtors on a consolidated basis, the Official Receiver be and it is hereby directed to open one estate file and to assign one estate file number to the consolidated estate.

#### **GENERAL**

36. THIS COURT ORDERS AND DIRECTS the Toronto Police Services to assist the Receiver in carrying out its duties under this Order, including assisting the Receiver in obtaining access to any premises leased or owned by the Debtors.

37. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

38. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy or monitor under the CCAA in respect of the Debtors, with leave of the Court first being obtained.

39. THIS COURT ORDERS that nothing contained in this Order shall prevent the Receiver from acting as a provisional administrator under the laws of the Province of Quebec, including, but not limited to, the *Securities Act* (Quebec).

40. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada (including, without limitation, the Superior Court of Quebec), the United States or elsewhere (including without limitation the Commonwealth of the Bahamas and Barbados) to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order, including, without limitation, to assist the Receiver to take possession of or to control the Property, including Property held by third parties or parties affiliated or related to the Debtors or any one of them, as well as to enforce the stay of proceedings described herein in respect of the Debtors and the Property.

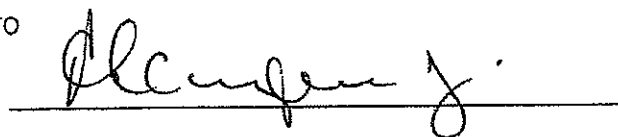
41. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

42. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

ENTERED AT / INSCRIT À TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO.:

JUN 29 2005

PER/PAR



**SCHEDULE "A"**

**NORSHIELD GROUP FUNDS**

Olympus United Multi-Asset  
Olympus United Diversified  
Olympus United Global Trading  
Olympus United Global Trading (F)  
Olympus United Univest Fund II CAN\$  
Olympus United Univest Fund II US\$  
Olympus United Univest Fund DPP CAD\$  
Olympus United Univest Fund II (F)  
Olympus United Momentum Fund  
Olympus United Momentum (F) Fund  
Olympus United Univest Fund DPP US\$  
Olympus United Univest II (F) USD  
Olympus United Univest II High Net Worth  
Olympus United Tactical Trading  
Olympus United Tactical Trading (F)

**SCHEDULE "B"**

**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that RSM Richter Inc., the receiver (the "Receiver") of all of the assets, undertakings and properties of [Norshield], appointed by Order of the Ontario Superior Court of Justice (the "Court") dated the \_\_\_\_ day of \_\_\_\_\_, 2005 (the "Order") made in an application having Court file number \_\_\_\_\_, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the \_\_\_\_\_ day of each month] after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of Bank of \_\_\_\_\_ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property (as defined in the Order) as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_ day of \_\_\_\_\_, 2005.

RSM Richter Inc., solely in its capacity  
as Receiver, and not in its personal capacity

Per: \_\_\_\_\_

Name:

Title:

## SCHEDULE "C"

### NOTICE

in respect of

**[Norshield et al.] (collectively, the "Debtors")**

Please be advised that pursuant to the Order of the Honourable Justice • of the Ontario Superior Court of Justice (Commercial List) dated June 29, 2005 in Court File No. • (the "Order"), RSM Richter Inc. has been appointed as Receiver (the "Receiver") of all of the Debtors' assets, undertakings and properties. The appointment of the Receiver was made under Section 129 of the Ontario *Securities Act*.

A copy of the Order and other information regarding the Receiver's appointment are available online at [www.●](http://www.●). The Receiver has established a helpline available at (●).



ONTARIO SECURITIES COMMISSION  
Plaintiff

and

GESTION DE PLACEMENTS NORSHIELD (CANADA) LTÉE / NORSHIELD ASSET  
MANAGEMENT (CANADA) LTD., NORSHIELD INVESTMENT PARTNERS  
HOLDINGS LTD./GESTION DES PARTENAIRES D'INVESTISSEMENT  
NORSHIELD LTÉE, OLYMPUS UNITED FUNDS HOLDINGS CORPORATION,  
OLYMPUS UNITED FUNDS CORPORATION/CORPORATION DE FONDS UNIS  
OLYMPUS, OLYMPUS UNITED BANK AND TRUST SCC, GROUPE OLYMPUS  
UNITED INC./OLYMPUS UNITED GROUP INC.

Defendant  
Court File No.: *05-CL-5965*

*ONTARIO*  
**SUPERIOR COURT OF JUSTICE**  
Proceeding commenced in Toronto

**ORDER**

**ThorntonGroutFinnigan LLP**  
Barristers and Solicitors  
Suite 2200, P.O. Box 329  
Royal Trust Tower  
Toronto-Dominion Centre  
Toronto, Ontario  
M5K 1K7

Grant B. Moffat/Greg Azeff  
Law Society No.: 32380L 1D / 45324C  
Tel: (416) 304-1616  
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Solicitors for RSM Richter Inc., solely in its  
capacity as Receiver, and not in its personal capacity

# EXHIBIT D

# EXHIBIT "D"

Court File No.: 05-CL-5965

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

THE HONOURABLE ) THURSDAY, THE 14<sup>TH</sup>  
MR. JUSTICE COLIN CAMPBELL ) DAY OF JULY, 2005.

BETWEEN:



**ONTARIO SECURITIES COMMISSION**

Applicant

- and -

**GESTION DE PLACEMENTS NORSHIELD (CANADA) LTÉE /  
NORSHIELD ASSET MANAGEMENT (CANADA) LTD., NORSHIELD  
INVESTMENT PARTNERS HOLDINGS LTD./GESTION DES PARTENAIRES  
D'INVESTISSEMENT NORSHIELD LTÉE, OLYMPUS UNITED FUNDS  
HOLDINGS CORPORATION, OLYMPUS UNITED FUNDS  
CORPORATION/CORPORATION DE FONDS UNIS  
OLYMPUS, OLYMPUS UNITED BANK AND TRUST SCC, GROUP OLYMPUS  
UNITED INC./OLYMPUS UNITED GROUP INC.**

Respondents

## ORDER

THIS MOTION made by the Applicant, the Ontario Securities Commission (the "Applicant") for the relief set out in its Notice of Motion herein dated Tuesday, July 12, 2005 was heard this day at 393 University Avenue, in the City of Toronto.

UPON READING the First Report (the "First Report") of RSM Richter Inc. (the "Receiver") in its capacity as the court appointed receiver of the Respondents and upon hearing the submissions of counsel for the Applicant, the Receiver and the Respondents,

1. **THIS COURT ORDERS** that the time for service of this motion be and it is hereby abridged to the date and time of actual service and that such service is valid service of the materials filed in support of this motion.

2. **THIS COURT ORDERS** that the appointment of the Receiver pursuant to the Order of this Honourable Court dated Wednesday, June 29, 2005 (the "Initial Order") in respect of each of the Respondents (collectively, the "Norshield Group") be and it is hereby continued in accordance with the terms of the Initial Order, as amended and supplemented hereby, until such time as the Receiver has completed its administration of the Estate and has applied to this Honourable Court for its discharge.

3. **THIS COURT ORDERS** that the Receiver be and it is hereby authorized to commence proceedings and/or participate in existing proceedings in The Commonwealth of the Bahamas, Barbados or any other Caribbean jurisdiction including, without limitation, bankruptcy, restructuring, liquidation, winding-up and civil proceedings with respect to any of the Respondents, Mosaic Composite Ltd. or Univest Multi-Strategy Fund II Ltd. .

4. **THIS COURT ORDERS** that the Receiver be and it is hereby authorized to take all necessary steps to have the Receiver or one of its personal representatives appointed by the court of The Commonwealth of the Bahamas, together with Clifford Culmer in his personal capacity (or any other individual substituted for Mr. Culmer by the Bahamian court), as joint liquidator (the "Joint Liquidator") of the assets, undertakings and properties of Olympus Univest Ltd. ("Univest").

5. **THIS COURT ORDERS** that the Receiver shall be authorized to advance to the Joint Liquidator, on such terms as may be satisfactory to the Receiver, the "Funding Amount" which shall be utilized by the Joint Liquidator to fund its fees and disbursements only in its capacity as Joint Liquidator. The Funding Amount shall be a percentage of the sum of \$500,000.00, calculated by determining the *pro rata* share of such amount attributable to the amount of funds invested in Univest by the Retail Investors as compared to the Institutional Investors (each as defined in the First Report). The Receiver shall only advance the Funding Amount to the Joint

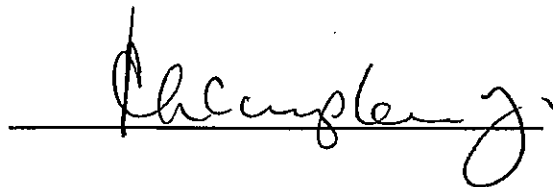
Liquidator if the Institutional Investors advance to the Joint Liquidator their *pro rata* share of the sum of \$500,000.00 as described above.

6. **THIS COURT ORDERS** that Mr. Jean Fontaine of the law firm Stikeman Elliott LLP be appointed as representative counsel to the Retail Investors (as defined in the First Report) on the Univest Committee (as defined in the First Report) during the pendency of the Univest liquidation (the "Representative Counsel").

7. **THIS COURT ORDERS** that the fees and disbursements of the Representative Counsel be secured by and paid from a charge on the Property (as defined in the Initial Order)

8. **THIS COURT ORDERS** that all of the Property (as defined in the Initial Order) including, without limitation, all moneys, bank accounts, investment funds and other assets or property of the Norshield Group, shall be subject to the Receiver's Charge and the Receiver's Borrowings Charge (together the "Charges") and the Receiver shall not be required to specifically allocate to or otherwise segregate any amounts secured by the Charges amongst any of the Property.

9. **THIS COURT ORDERS** that the conduct of the Receiver as described in the First Report of the Receiver be and it is hereby approved.



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ON / BOOK NO:  
LE / DANS LE REGISTRE NO.:

JUL 14 2005

PER/PAR:



ONTARIO SECURITIES COMMISSION  
Applicant

and

GESTON DE PLACEMENTS NORSHIELD (CANADA)  
LTÉE/NORSHIELD ASSET MANAGEMENT (CANADA)  
LTD. ET AL.

Respondents

Court File No.:05-CL-5965

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(Commercial List)  
Proceeding commenced in Toronto

**ORDER**

ONTARIO SECURITIES COMMISSION  
20 Queen Street West  
Suite 1900  
Toronto, Ontario  
M5H 3S8

Karen Manarin  
Litigation Counsel Enforcement Branch  
Law Society No.: 32354N  
Tel: (416) 593-8088  
Fax: (416) 593-2319  
Email: kmanarin@osc.gov.on.ca

# EXHIBIT E

# EXHIBIT " E "

Court File No. 05-CL-5965

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

THE HONOURABLE

)

FRIDAY THE 9<sup>TH</sup> DAY

)

MR. JUSTICE C.L. CAMPBELL

)

OF SEPTEMBER, 2005

**ONTARIO SECURITIES COMMISSION**

Applicant

- and -



**GESTION DE PLACEMENTS NORSHIELD (CANADA) LTÉE /  
NORSHIELD ASSET MANAGEMENT (CANADA) LTD., NORSHIELD INVESTMENT  
PARTNERS HOLDINGS LTD./GESTION DES PARTENAIRES D'INVESTISSEMENT  
NORSHIELD LTÉE, OLYMPUS UNITED FUNDS HOLDINGS CORPORATION,  
OLYMPUS UNITED FUNDS CORPORATION/CORPORATION DE FONDS UNIS  
OLYMPUS, OLYMPUS UNITED BANK AND TRUST SCC, GROUPE OLYMPUS  
UNITED INC./OLYMPUS UNITED GROUP INC.**

Respondents

## **ORDER**

THIS APPLICATION, made by RSM Richter Inc. in its capacity as receiver (the "Receiver"), without security, of all of the assets, undertakings and properties of Gestion de Placements Norshield (Canada) Ltée/Norshield Asset Management (Canada) Ltd., Norshield Investment Partners Holdings Ltd./Gestion des Partenaires d'Investissement Norshield Ltée, Olympus United Funds Holdings Corporation, Olympus United Funds Corporation/Corporation de Fonds Unis Olympus, Olympus United Bank and Trust SCC and Groupe Olympus United Inc./Olympus United Group Inc., (collectively, the "Debtors", which term for greater certainty includes any of them) was heard this day at 393 University Avenue, Toronto, Ontario.



ON READING the affidavit of Raymond Massi sworn September 9, 2005 and the Exhibits thereto, and on hearing the submissions of counsel for the Receiver,

### **SERVICE**

1. THIS COURT ORDERS that this motion is properly made without notice.
2. THIS COURT ORDERS that this Order shall be served on the persons affected by this Order as soon as reasonably possible after the Receiver has taken control of the assets, undertakings and properties of the Additional Entities (as defined below)

### **APPOINTMENT**

3. THIS COURT ORDERS that pursuant to section 101 of the *Courts of Justice Act* (Ontario), RSM Richter Inc. is hereby appointed Receiver, without security, of all property, assets and undertaking of the following entities:

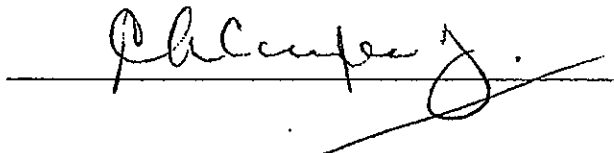
- (i) Norshield Investment Corporation; and
- (ii) Norshield Capital Management Corporation,

(together the "Additional Entities") all in accordance with the provisions of the Order of the Honourable Mr. Justice C.L. Campbell of the Ontario Superior Court of Justice (Commercial List) dated June 29, 2005 (the "Initial Order", a copy of which is attached hereto as Schedule "A"), and the definition of "Debtors" set out in the Initial Order shall be and it is hereby amended to also include the Additional Entities.

### **REQUEST FOR ASSISTANCE**

4. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or elsewhere to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All such courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

5. THIS COURT ORDERS that any other interested person may apply to this Court to vary or rescind this Order or seek other relief on seven days' written notice to the Receiver and to any other person likely to be affected by the order sought, or on such other notice as this Court may order, provided that nothing in this section shall act to extend any applicable appeal period.

A handwritten signature in cursive script, appearing to read "Philip J. Campbell", is written over a horizontal line.

ENTERED AT / INSCRIT À TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO.:

SEP 09 2005

PER/PAF

A small, stylized handwritten signature or mark, possibly initials, is written next to the text "PER/PAF".

## SCHEDULE "A"

Court File No. 05-CL-5965

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

THE HONOURABLE

WEDNESDAY, THE 29<sup>th</sup> DAY

MR. JUSTICE CAMPBELL

OF JUNE, 2005



**ONTARIO SECURITIES COMMISSION**

Applicant

- and -

**GESTION DE PLACEMENTS NORSHIELD (CANADA) LTÉE /  
NORSHIELD ASSET MANAGEMENT (CANADA) LTD., NORSHIELD INVESTMENT  
PARTNERS HOLDINGS LTD./GESTION DES PARTENAIRES D'INVESTISSEMENT  
NORSHIELD LTÉE, OLYMPUS UNITED FUNDS HOLDINGS CORPORATION,  
OLYMPUS UNITED FUNDS CORPORATION/CORPORATION DE FONDS UNIS  
OLYMPUS, OLYMPUS UNITED BANK AND TRUST SCC, GROUPE OLYMPUS  
UNITED INC./OLYMPUS UNITED GROUP INC.**

Respondents

**INITIAL ORDER**

THIS APPLICATION, made by the Ontario Securities Commission (the "Commission") for an Order pursuant to section 129 of the *Securities Act*, R.S.O. 1990, c. S-5, as amended (the "Act") appointing RSM Richter Inc. as receiver (in such capacity, the "Receiver") without security, of all of the assets, undertakings and properties of Gestion de Placements Norshield (Canada) Ltée/Norshield Asset Management (Canada) Ltd., Norshield Investment Partners Holdings Ltd./Gestion des Partenaires d'Investissement Norshield Ltée, Olympus United Funds Holdings Corporation, Olympus United Funds Corporation/Corporation de Fonds Unis Olympus, Olympus United Bank and Trust SCC and Groupe Olympus United Inc./Olympus United Group Inc., (collectively, the "Debtors", which term for greater certainty includes any of them) was heard this day at 393 University Avenue, Toronto, Ontario.

ON READING the affidavit of Richard Radu sworn June 29, 2005 and the Exhibits thereto, the letter from the Autorité des Marchés Financiers ("AMF") supporting the relief sought by the Applicant herein, on hearing the submissions of counsel for the Commission, and on reading the consent of RSM Richter Inc. to act as the Receiver,

#### **SERVICE**

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record herein is hereby abridged so that this motion is properly returnable today and hereby dispenses with further service thereof.

#### **APPOINTMENT**

2. THIS COURT ORDERS that pursuant to section 129 of the Act, RSM Richter Inc. is hereby appointed Receiver, without security, of all of the Debtors' current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (collectively, the "Debtors' Property") and any assets, undertakings, properties, claims and rights of recourse against any third parties, relating to the Debtors' business, including without limitation, that which is in the possession or under the control of the Debtors or any other Person (as defined herein) including cash, deposit instruments, securities or other property held in trust for any other person, including, without limitation, retail and institutional investors (collectively, the "Other Property"), such appointment to be for a period of 15 days from the date hereof, subject to further Order of the Court.

#### **RECEIVER'S POWERS**

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Debtors' Property and the Other Property (collectively the "Property") and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession and control of the Property including, without limitation, any Property held in segregated accounts, non-segregated

accounts, trust accounts, custodial accounts or segregated cells in the name of or on behalf of any of the Debtors and any and all proceeds, receipts and disbursements arising out of or from the Property;

- (b) to receive and collect all monies, dividends or other amounts payable in respect of the Property;
- (c) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the powers and duties conferred by this Order;
- (e) to engage such investment managers, fund managers, portfolio managers, hedge fund managers and other financial professionals from time to time and on whatever basis, including on a temporary basis, as may in the opinion of the Receiver be appropriate;
- (f) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to carry out the terms of the Receiver's appointment;
- (g) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (h) to settle, extend or compromise any indebtedness owing to the Debtors;

- (i) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (j) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;
- (k) subject to the stay of proceedings referred to herein, to initiate, prosecute and continue the prosecution of any and all proceedings and to defend or intervene in all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (l) to report to, meet with and discuss with any party deemed necessary or advisable by the Receiver, including without limitation any secured and unsecured creditors of the Debtors, investors in any of the Debtors, any other stakeholders of the Debtors, any entity in which any Property has been directly or indirectly invested and any of their advisors as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (m) to perform any investigation or enquiry related to the Debtors or the Property required by the Receiver to carry out the terms of this Order including, without limitation, to compel any Person to be examined under oath in respect of the Debtors, the Property or any matters relating thereto;
- (n) without limiting the foregoing subparagraph (l), to report to, meet with and discuss with any domestic and foreign regulatory bodies including provincial securities commissions and any securities exchanges and their advisors as the Receiver deems appropriate on all matters relating to the

Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (q) to enter into arrangements with any trustee in bankruptcy or monitor appointed pursuant to the *Companies' Creditors Arrangement Act* (Canada) (the "CCAA") in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors and the power to lend money to or indemnify any such trustee, such trustee borrowings or indemnity not to exceed \$100,000 unless otherwise increased by this Court;
- (r) to negotiate and enter into an extension of any real property lease where the Receiver considers it advisable to do so, on such terms as the Receiver considers appropriate;
- (s) to repudiate any real property lease where the Receiver considers it advisable to do so;
- (t) to repudiate leases in respect of equipment leased by the Debtors, and to return any such equipment to the lessors;
- (u) to arrange for the liquidation of such equipment and property of the Debtors as the Receiver considers advisable;
- (v) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;



(w) to enter into, terminate, suspend, extend, amend and/or postpone any and all financial contracts entered into or to be entered into by any of the Debtors with any other party; and

(x) to take any steps reasonably incidental to the exercise of these powers,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons, including the Debtors, and without interference from any other Person.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

4. THIS COURT ORDERS that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver without charge to the Receiver, shall provide the Receiver with account numbers and/or names under which Property may be held by third parties, shall deliver all such Property to the Receiver upon the Receiver's request, and shall disclose to the Receiver, upon demand being made therefor by the Receiver, any and all information and documentation regarding any transactions between a Debtor and any Person as well as any transaction entered into between a Debtor and any party related to or affiliated with a present or former director, officer or employee of a Debtor.

5. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to take possession and control of any funds held in the name of the Debtors, in any former names of the Debtors or by a third party for the benefit of the Debtors, or any stakeholders of the Debtors, including, without limitation, all amounts standing to the credit or in the name of any of the funds listed at Schedule "A" hereto.

6. THIS COURT ORDERS that all Persons shall forthwith and without charge advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and

accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors or the Property, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 6 or in paragraph 7 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

7. THIS COURT ORDERS that that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information

8. THIS COURT ORDERS that Internet Service Providers and other Persons which provide e-mail, world wide web, file transfer protocol, Internet connection or other similar services to the Debtors and/or their present and former directors, officers, employees and agents shall deliver to the Receiver all documents, server files, archive files and any other information in any form in any way recording messages, e-mail correspondence or other information sent or received by such directors, officers, employees or agents in the course of their association with the Debtors.

**NO PROCEEDINGS AGAINST THE RECEIVER**

9. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

**NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY**

10. THIS COURT ORDERS that no Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court, provided that nothing herein shall prevent the commencement or continuation of any proceedings against the Debtors by the Commission or by the AMF.

**NO EXERCISE OF RIGHTS OR REMEDIES**

11. THIS COURT ORDERS that all rights and remedies against the Debtors or affecting the Property are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment (provided, however, that the Receiver shall not be required to comply with any statutory or regulatory reporting requirements imposed upon the Debtor solely by virtue of its appointment as Receiver), or (iii) prevent the filing of any registration to preserve or perfect a security interest or a claim for lien. Without limiting the foregoing, the rights and remedies against the Debtors or affecting the Property which are hereby stayed and suspended shall include all rights and remedies relating to the shares, securities, debentures, notes, bonds or other instruments issued by or on behalf of the Debtors or in respect of the Property including, without limitation, futures contracts, options, derivatives, swaps and other financial contracts in respect of present or future rights or obligations.

#### **NO INTERFERENCE WITH THE RECEIVER**

12. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, arrangement, agreement, licence or permit in favour of or held by the Debtors, without written consent of the Receiver or leave of this Court.

#### **CONTINUATION OF SERVICES**

13. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

#### **RECEIVER TO HOLD FUNDS**

14. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of or realization upon all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

## EMPLOYEES

15. THIS COURT ORDERS that the employment of each employee of and the engagement of any independent contractor or consultant to the Debtors is hereby terminated and that no present or past director, officer or employee of a Debtor may hereafter purport to act on behalf of a Debtor or enter into any agreements in respect of the Debtor or the Property. The Receiver shall not be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts, other than such amounts as the Receiver may specifically agree in writing to pay, or such amounts as may be determined in a Proceeding before a court or tribunal of competent jurisdiction, provided that pursuant to subsection 14.06(1.2) of the BIA, the Receiver shall not be liable for any amount that is or could be due to an employee by the Debtors including, without limitation, any amount calculated by reference to any period of employment, service or seniority that precedes the date of this Order. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA.

16. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to any party to the extent desirable or required to carry out the provisions of this Order. Each person to whom such personal information is disclosed shall maintain and protect the privacy of such information and shall limit the use of such information to a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

## LIMITATION ON ENVIRONMENTAL LIABILITIES

17. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or

relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that the Receiver shall promptly advise the Ontario Ministry of the Environment of any obvious or known environmental condition existing on or in any of the Property in accordance with applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it in fact takes possession.

#### **LIMITATION ON THE RECEIVER'S LIABILITY**

18. THIS COURT ORDERS that the Receiver (which term includes, for the purpose of this paragraph, RSM Richter Inc. in its capacity as the Monitor (as defined below) and the Receiver's partners, employees, agents, consultants, solicitors, and other persons engaged by the Receiver for the purpose of its administration of the receivership) shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. The term "Monitor" shall mean RSM Richter Inc. in its capacity as the monitor appointed by the OSC and the AMF of Gestion de Placements Norshield (Canada) Ltée/Norshield Asset Management (Canada) Ltd., Olympus United Funds Corporation/Corporation de Fonds Unis Olympus, and Olympus United Bank and Trust SCC.

#### **RECEIVER'S ACCOUNTS**

19. THIS COURT ORDERS that any expenditure or liability which shall properly be made or incurred by the Receiver, including the fees and disbursements of the Receiver, its agents and the fees and disbursements of its legal counsel, incurred at the normal rates and charges of the Receiver and its counsel, shall be allowed to it in passing its accounts and shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person (the "Receiver's Charge").

20. THIS COURT ORDERS that the Receiver shall be authorized and directed to retain the law firms of Thornton Grout Finnigan LLP and Goldstein, Flanz & Fishman LLP as legal counsel to the Receiver.

21. THIS COURT ORDERS the Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and their legal counsel are referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

22. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

#### **FUNDING OF THE RECEIVERSHIP**

23. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$1,000,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge.

24. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

25. THIS COURT ORDERS that the Receiver may at any time apply for its discharge as Receiver without any further obligation in the event that the Property is not, in the opinion of the Receiver, likely to be sufficient to indemnify the Receiver for its remuneration, costs, expenses and liabilities.

26. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "B" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

27. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis.

#### SERVICE

28. THIS COURT ORDERS that the Receiver is at liberty to serve notice of its appointment as Receiver by placing advertisements regarding such appointment substantially in the form attached hereto as Schedule "C" in at least two (2) Canadian daily newspapers with national distribution, and such advertisements shall constitute effective notice of the appointment of the Receiver and all Persons shall be deemed, absent evidence to the contrary, to have received notice of the appointment.

29. THIS COURT ORDERS that, except as otherwise specified herein, the Receiver is at liberty to serve any notice, form or other document in connection with these proceedings by forwarding copies by prepaid ordinary mail, courier, personal delivery or electronic transmission to Persons or other appropriate parties at their respective addresses or other contact particulars as last indicated in the records of the Debtors and that any such service shall be deemed to be received on the date of delivery if by personal delivery or electronic transmission, on the following business day if delivered by courier, or three business days after mailing if by ordinary mail.

30. THIS COURT ORDERS that the Receiver may serve any court materials in these proceedings (including, without limitation, application records, motion records, facts and orders) on all represented parties electronically, by e-mailing a PDF or other electronic copy of such materials (other than any book of authorities) to counsels' e-mail addresses as recorded on the service list, and posting a copy of the materials to an internet website to be hosted by the Receiver or its designee (the "Website") as soon as practicable thereafter, provided that the Receiver shall deliver hard copies of such materials to any party requesting same as soon as practicable thereafter.



31. THIS COURT ORDERS that any party in these proceedings (other than the Debtors) may serve any court materials (including, without limitation, application records, motion records, facts and orders) electronically, by emailing a PDF or other electronic copy of all materials (other than any book of authorities) to counsels' e-mail addresses as recorded on the service list; provided that such party shall deliver both PDF or other electronic copies and hard copies of full materials to counsel to the Receiver and to any other party requesting same and the Receiver shall cause a copy to be posted to the Website, all as soon as practicable thereafter.

32. THIS COURT ORDERS that, unless otherwise provided herein or ordered by this Court, no document, order or other material need be served on any Person in respect of these proceedings unless such Person has served a Notice of Appearance on the solicitors for the Receiver and has filed such notice with this Court.

#### **BANKRUPTCY AND CCAA**

33. THIS COURT ORDERS that with leave of the Court first being obtained the Receiver shall be entitled to make an assignment in bankruptcy on behalf of the Debtors to initiate any proceeding under the BIA, the CCAA, the *Canada Business Corporations Act*, the *Winding-Up and Restructuring Act* (Canada) or any other similar legislation in Canada or elsewhere in respect of one or more of the Debtors or the Property or in respect of any party related to or affiliated with any present or former employees, officers or directors of a Debtor.

34. THIS COURT ORDERS that the Receiver be and it is hereby authorized to issue an Application for a Bankruptcy Order against the Debtors on an individual or consolidated basis.

35. THIS COURT ORDERS that, in the event that the Receiver obtains a Bankruptcy Order against the Debtors on a consolidated basis, the Official Receiver be and it is hereby directed to open one estate file and to assign one estate file number to the consolidated estate.

#### **GENERAL**

36. THIS COURT ORDERS AND DIRECTS the Toronto Police Services to assist the Receiver in carrying out its duties under this Order, including assisting the Receiver in obtaining access to any premises leased or owned by the Debtors.

37. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

38. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy or monitor under the CCAA in respect of the Debtors, with leave of the Court first being obtained.

39. THIS COURT ORDERS that nothing contained in this Order shall prevent the Receiver from acting as a provisional administrator under the laws of the Province of Quebec, including, but not limited to, the *Securities Act* (Quebec).

40. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada (including, without limitation, the Superior Court of Quebec), the United States or elsewhere (including without limitation the Commonwealth of the Bahamas and Barbados) to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order, including, without limitation, to assist the Receiver to take possession of or to control the Property, including Property held by third parties or parties affiliated or related to the Debtors or any one of them, as well as to enforce the stay of proceedings described herein in respect of the Debtors and the Property.

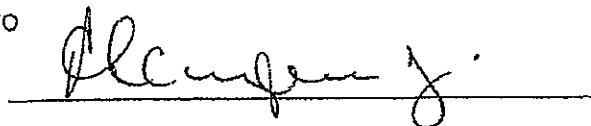
41. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

42. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

ENTERED AT / INSCRIT À TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO.:

JUN 29 2005

PER/PAR



**SCHEDULE "A"**

**NORSHIELD GROUP FUNDS**

Olympus United Multi-Asset  
Olympus United Diversified  
Olympus United Global Trading  
Olympus United Global Trading (F)  
Olympus United Uninvest Fund II CAN\$  
Olympus United Uninvest Fund II US\$  
Olympus United Uninvest Fund DPP CAD\$  
Olympus United Uninvest Fund II (F)  
Olympus United Momentum Fund  
Olympus United Momentum (F) Fund  
Olympus United Uninvest Fund DPP US\$  
Olympus United Uninvest II (F) USD  
Olympus United Uninvest II High Net Worth  
Olympus United Tactical Trading  
Olympus United Tactical Trading (F)

**SCHEDULE "B"**

**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that RSM Richter Inc., the receiver (the "Receiver") of all of the assets, undertakings and properties of [Norshield], appointed by Order of the Ontario Superior Court of Justice (the "Court") dated the \_\_\_\_ day of \_\_\_\_\_, 2005 (the "Order") made in an application having Court file number \_\_\_\_\_, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the \_\_\_\_\_ day of each month] after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of Bank of \_\_\_\_\_ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property (as defined in the Order) as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_ day of \_\_\_\_\_, 2005.

RSM Richter Inc., solely in its capacity  
as Receiver, and not in its personal capacity

Per: \_\_\_\_\_

Name:

Title:

**SCHEDULE "C"**

**NOTICE**

in respect of

**[Norshield et al] (collectively, the "Debtors")**

Please be advised that pursuant to the Order of the Honourable Justice • of the Ontario Superior Court of Justice (Commercial List) dated June 29, 2005 in Court File No. • (the "Order"), RSM Richter Inc. has been appointed as Receiver (the "Receiver") of all of the Debtors' assets, undertakings and properties. The appointment of the Receiver was made under Section 129 of the Ontario *Securities Act*.

A copy of the Order and other information regarding the Receiver's appointment are available online at [www.●](http://www.). The Receiver has established a helpline available at (●).

GESTION DE PLACEMENTS NORSHIELD (CANADA) LTÉE / NORSHIELD ASSET  
MANAGEMENT (CANADA) LTD., NORSHIELD INVESTMENT PARTNERS  
HOLDINGS LTD./GESTION DES PARTENAIRES D'INVESTISSEMENT  
NORSHIELD LTÉE, OLYMPUS UNITED FUNDS HOLDINGS CORPORATION,  
OLYMPUS UNITED FUNDS CORPORATION/CORPORATION DE FONDS UNIS  
OLYMPUS, OLYMPUS UNITED BANK AND TRUST SCC, GROUPE OLYMPUS  
UNITED INC./OLYMPUS UNITED GROUP INC.

ONTARIO SECURITIES COMMISSION  
Plaintiff and

Defendant  
Court File No.: 05-CL-5965

ONTARIO  
SUPERIOR COURT OF JUSTICE  
Proceeding commenced in Toronto

ORDER

ThorntonGroutFinnigan LLP  
Barristers and Solicitors  
Suite 2200, P.O. Box 329  
Royal Trust Tower  
Toronto-Dominion Centre  
Toronto, Ontario  
M5K 1K7

Grant B. Moffat/Greg Azeff  
Law Society No.: 32380L ID / 45324C  
Tel: (416) 304-1616  
Fax: (416) 304-1313

Solicitors for RSM Richter Inc., solely in its  
capacity as Receiver, and not in its personal capacity

ONTARIO SECURITIES COMMISSION  
Applicant

and

GESTON DE PLACEMENTS NORSHIELD (CANADA)  
LTÉE/NORSHIELD ASSET MANAGEMENT (CANADA)  
LTD. ET AL.

Respondents

Court File No.:05-CL-5965

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(Commercial List)  
Proceeding commenced in Toronto

ORDER

ThorntonGroutFinnigan LLP  
Barristers and Solicitors  
Suite 3200, Canadian Pacific Tower  
100 Wellington Street West  
P.O. Box 329  
Toronto-Dominion Centre  
Toronto, ON M5K 1K7

John L. Finnigan (LSUC# 240408)  
Gregory R. Azeff (LSUC# 45324C)

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

Solicitors for RSM Richter Inc., in its capacity  
as Receiver of the Norshield Group.



# **EXHIBIT F**

# EXHIBIT "F"



Court File No. 05-CL-5965

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

THE HONOURABLE

)

FRIDAY, THE 14<sup>th</sup> DAY

)

MR. JUSTICE C.L. CAMPBELL

)

OF OCTOBER, 2005

**ONTARIO SECURITIES COMMISSION**

Applicant

- and -

**GESTION DE PLACEMENTS NORSHIELD (CANADA) LTÉE /  
NORSHIELD ASSET MANAGEMENT (CANADA) LTD., NORSHIELD INVESTMENT  
PARTNERS HOLDINGS LTD./GESTION DES PARTENAIRES D'INVESTISSEMENT  
NORSHIELD LTÉE, OLYMPUS UNITED FUNDS HOLDINGS CORPORATION,  
OLYMPUS UNITED FUNDS CORPORATION/CORPORATION DE FONDS UNIS  
OLYMPUS, OLYMPUS UNITED BANK AND TRUST SCC, GROUPE OLYMPUS  
UNITED INC./OLYMPUS UNITED GROUP INC.**

Respondents

## **ORDER**

**THIS MOTION**, made by RSM Richter Inc. in its capacity as receiver (the "Receiver"), without security, of all of the assets, undertakings and properties of Gestion de Placements Norshield (Canada) Ltée/Norshield Asset Management (Canada) Ltd., Norshield Investment Partners Holdings Ltd./Gestion des Partenaires d'Investissement Norshield Ltée, Olympus United Funds Holdings Corporation, Olympus United Funds Corporation/Corporation de Fonds Unis Olympus, Olympus United Bank and Trust SCC and Groupe Olympus United Inc./Olympus United Group Inc., Norshield Investment Corporation and Norshield Capital Management Corporation (collectively, the "Debtors", which term for greater certainty includes any of them) was heard this day at 393 University Avenue, Toronto, Ontario.

**ON READING** the affidavit of Raymond Massi sworn October 12, 2005 and the Exhibits thereto, and on hearing the submissions of counsel for the Receiver,

**SERVICE**

1. THIS COURT ORDERS that this motion is properly made without notice.
2. THIS COURT ORDERS that this Order shall be served on the persons affected by this Order as soon as reasonably possible after this Order has been issued and entered.

**AMENDMENT**

3. THIS COURT ORDERS that the Order of this Court dated September 9, 2005 (the "September 9 Order"), a copy of which is attached as Schedule "A" hereto shall be and the same is hereby amended by deleting the name "Norshield Investment Corporation" from paragraph 3(i) of the September 9 Order and substituting therefore the name "Honeybee Software Technologies Inc./ Technologies de Logiciels Honeybee Inc."
4. THIS COURT ORDERS that any interested person may apply to this Court to vary or rescind to this Order or seek relief on seven (7) days' written notice to the Receiver and to any other person likely to be affected by the Order sought, or on such other notice as this Court may order, provided that nothing in this paragraph shall act to extend any applicable appeal.



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ENTERED AT / INSCRIT À TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO.:

OCT 17 2005

PER/PAR:



**SCHEDULE "A"**

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

THE HONOURABLE

)

FRIDAY THE 9<sup>TH</sup> DAY

)

MR. JUSTICE C.L. CAMPBELL

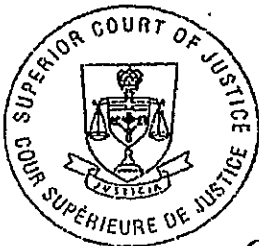
)

OF SEPTEMBER, 2005

**ONTARIO SECURITIES COMMISSION**

Applicant

- and -



**GESTION DE PLACEMENTS NORSHIELD (CANADA) LTÉE /  
NORSHIELD ASSET MANAGEMENT (CANADA) LTD., NORSHIELD INVESTMENT  
PARTNERS HOLDINGS LTD./GESTION DES PARTENAIRES D'INVESTISSEMENT  
NORSHIELD LTÉE, OLYMPUS UNITED FUNDS HOLDINGS CORPORATION,  
OLYMPUS UNITED FUNDS CORPORATION/CORPORATION DE FONDS UNIS  
OLYMPUS, OLYMPUS UNITED BANK AND TRUST SCC, GROUPE OLYMPUS  
UNITED INC./OLYMPUS UNITED GROUP INC.**

Respondents

**ORDER**

THIS APPLICATION, made by RSM Richter Inc. in its capacity as receiver (the "Receiver"), without security, of all of the assets, undertakings and properties of Gestion de Placements Norshield (Canada) Ltée/Norshield Asset Management (Canada) Ltd., Norshield Investment Partners Holdings Ltd./Gestion des Partenaires d'Investissement Norshield Ltée, Olympus United Funds Holdings Corporation, Olympus United Funds Corporation/Corporation de Fonds Unis Olympus, Olympus United Bank and Trust SCC and Groupe Olympus United Inc./Olympus United Group Inc., (collectively, the "Debtors", which term for greater certainty includes any of them) was heard this day at 393 University Avenue, Toronto, Ontario.

ON READING the affidavit of Raymond Massi sworn September 9, 2005 and the Exhibits thereto, and on hearing the submissions of counsel for the Receiver,

### **SERVICE**

1. THIS COURT ORDERS that this motion is properly made without notice.
2. THIS COURT ORDERS that this Order shall be served on the persons affected by this Order as soon as reasonably possible after the Receiver has taken control of the assets, undertakings and properties of the Additional Entities (as defined below)

### **APPOINTMENT**

3. THIS COURT ORDERS that pursuant to section 101 of the *Courts of Justice Act* (Ontario), RSM Richter Inc. is hereby appointed Receiver, without security, of all property, assets and undertaking of the following entities:

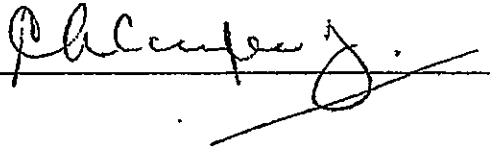
- (i) Norshield Investment Corporation; and
- (ii) Norshield Capital Management Corporation,

(together the "Additional Entities") all in accordance with the provisions of the Order of the Honourable Mr. Justice C.L. Campbell of the Ontario Superior Court of Justice (Commercial List) dated June 29, 2005 (the "Initial Order", a copy of which is attached hereto as Schedule "A"), and the definition of "Debtors" set out in the Initial Order shall be and it is hereby amended to also include the Additional Entities.

### **REQUEST FOR ASSISTANCE**

4. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or elsewhere to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All such courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

5. THIS COURT ORDERS that any other interested person may apply to this Court to vary or rescind this Order or seek other relief on seven days' written notice to the Receiver and to any other person likely to be affected by the order sought, or on such other notice as this Court may order, provided that nothing in this section shall act to extend any applicable appeal period.

A handwritten signature in cursive script, possibly reading "P. Campbell", is written over a horizontal line.

ENTERED AT / INSCRIT À TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO.:

SEP 09 2005

PER/PAR A small handwritten signature or initials are written next to the "PER/PAR" label.

**SCHEDULE "A"**



Court File No. **05-CL-5965**

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

THE HONOURABLE ) WEDNESDAY, THE 29<sup>th</sup> DAY  
)  
MR. JUSTICE CAMPBELL ) OF JUNE, 2005



**ONTARIO SECURITIES COMMISSION**

**Applicant**

- and -

**GESTION DE PLACEMENTS NORSHIELD (CANADA) LTÉE /  
NORSHIELD ASSET MANAGEMENT (CANADA) LTD., NORSHIELD INVESTMENT  
PARTNERS HOLDINGS LTD./GESTION DES PARTENAIRES D'INVESTISSEMENT  
NORSHIELD LTÉE, OLYMPUS UNITED FUNDS HOLDINGS CORPORATION,  
OLYMPUS UNITED FUNDS CORPORATION/CORPORATION DE FONDS UNIS  
OLYMPUS, OLYMPUS UNITED BANK AND TRUST SCC, GROUPE OLYMPUS  
UNITED INC./OLYMPUS UNITED GROUP INC.**

**Respondents**

**INITIAL ORDER**

THIS APPLICATION, made by the Ontario Securities Commission (the "Commission") for an Order pursuant to section 129 of the *Securities Act*, R.S.O. 1990, c. S-5, as amended (the "Act") appointing RSM Richter Inc. as receiver (in such capacity, the "Receiver") without security, of all of the assets, undertakings and properties of Gestion de Placements Norshield (Canada) Ltée/Norshield Asset Management (Canada) Ltd., Norshield Investment Partners Holdings Ltd./Gestion des Partenaires d'Investissement Norshield Ltée, Olympus United Funds Holdings Corporation, Olympus United Funds Corporation/Corporation de Fonds Unis Olympus, Olympus United Bank and Trust SCC and Groupe Olympus United Inc./Olympus United Group Inc., (collectively, the "Debtors", which term for greater certainty includes any of them) was heard this day at 393 University Avenue, Toronto, Ontario.

ON READING the affidavit of Richard Radu sworn June 29, 2005 and the Exhibits thereto, the letter from the Autorité des Marchés Financiers ("AMF") supporting the relief sought by the Applicant herein, on hearing the submissions of counsel for the Commission, and on reading the consent of RSM Richter Inc. to act as the Receiver,

#### **SERVICE**

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record herein is hereby abridged so that this motion is properly returnable today and hereby dispenses with further service thereof.

#### **APPOINTMENT**

2. THIS COURT ORDERS that pursuant to section 129 of the Act, RSM Richter Inc. is hereby appointed Receiver, without security, of all of the Debtors' current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (collectively, the "Debtors' Property") and any assets, undertakings, properties, claims and rights of recourse against any third parties, relating to the Debtors' business, including without limitation, that which is in the possession or under the control of the Debtors or any other Person (as defined herein) including cash, deposit instruments, securities or other property held in trust for any other person, including, without limitation, retail and institutional investors (collectively, the "Other Property"), such appointment to be for a period of 15 days from the date hereof, subject to further Order of the Court.

#### **RECEIVER'S POWERS**

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Debtors' Property and the Other Property (collectively the "Property") and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession and control of the Property including, without limitation, any Property held in segregated accounts, non-segregated

accounts, trust accounts, custodial accounts or segregated cells in the name of or on behalf of any of the Debtors and any and all proceeds, receipts and disbursements arising out of or from the Property;

- (b) to receive and collect all monies, dividends or other amounts payable in respect of the Property;
- (c) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the powers and duties conferred by this Order;
- (e) to engage such investment managers, fund managers, portfolio managers, hedge fund managers and other financial professionals from time to time and on whatever basis, including on a temporary basis, as may in the opinion of the Receiver be appropriate;
- (f) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to carry out the terms of the Receiver's appointment;
- (g) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (h) to settle, extend or compromise any indebtedness owing to the Debtors;

- (i) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (j) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;
- (k) subject to the stay of proceedings referred to herein, to initiate, prosecute and continue the prosecution of any and all proceedings and to defend or intervene in all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (l) to report to, meet with and discuss with any party deemed necessary or advisable by the Receiver, including without limitation any secured and unsecured creditors of the Debtors, investors in any of the Debtors, any other stakeholders of the Debtors, any entity in which any Property has been directly or indirectly invested and any of their advisors as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (m) to perform any investigation or enquiry related to the Debtors or the Property required by the Receiver to carry out the terms of this Order including, without limitation, to compel any Person to be examined under oath in respect of the Debtors, the Property or any matters relating thereto;
- (n) without limiting the foregoing subparagraph (l), to report to, meet with and discuss with any domestic and foreign regulatory bodies including provincial securities commissions and any securities exchanges and their advisors as the Receiver deems appropriate on all matters relating to the

Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (q) to enter into arrangements with any trustee in bankruptcy or monitor appointed pursuant to the *Companies' Creditors Arrangement Act* (Canada) (the "CCAA") in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors and the power to lend money to or indemnify any such trustee, such trustee borrowings or indemnity not to exceed \$100,000 unless otherwise increased by this Court;
- (r) to negotiate and enter into an extension of any real property lease where the Receiver considers it advisable to do so, on such terms as the Receiver considers appropriate;
- (s) to repudiate any real property lease where the Receiver considers it advisable to do so;
- (t) to repudiate leases in respect of equipment leased by the Debtors, and to return any such equipment to the lessors;
- (u) to arrange for the liquidation of such equipment and property of the Debtors as the Receiver considers advisable;
- (v) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;

(w) to enter into, terminate, suspend, extend, amend and/or postpone any and all financial contracts entered into or to be entered into by any of the Debtors with any other party; and

(x) to take any steps reasonably incidental to the exercise of these powers,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons, including the Debtors, and without interference from any other Person.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

4. THIS COURT ORDERS that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver without charge to the Receiver, shall provide the Receiver with account numbers and/or names under which Property may be held by third parties, shall deliver all such Property to the Receiver upon the Receiver's request, and shall disclose to the Receiver, upon demand being made therefor by the Receiver, any and all information and documentation regarding any transactions between a Debtor and any Person as well as any transaction entered into between a Debtor and any party related to or affiliated with a present or former director, officer or employee of a Debtor.

5. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to take possession and control of any funds held in the name of the Debtors, in any former names of the Debtors or by a third party for the benefit of the Debtors, or any stakeholders of the Debtors, including, without limitation, all amounts standing to the credit or in the name of any of the funds listed at Schedule "A" hereto.

6. THIS COURT ORDERS that all Persons shall forthwith and without charge advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and

accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors or the Property, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 6 or in paragraph 7 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

7. THIS COURT ORDERS that that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

8. THIS COURT ORDERS that Internet Service Providers and other Persons which provide e-mail, world wide web, file transfer protocol, Internet connection or other similar services to the Debtors and/or their present and former directors, officers, employees and agents shall deliver to the Receiver all documents, server files, archive files and any other information in any form in any way recording messages, e-mail correspondence or other information sent or received by such directors, officers, employees or agents in the course of their association with the Debtors.

**NO PROCEEDINGS AGAINST THE RECEIVER**

9. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

**NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY**

10. THIS COURT ORDERS that no Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court, provided that nothing herein shall prevent the commencement or continuation of any proceedings against the Debtors by the Commission or by the AMF.

**NO EXERCISE OF RIGHTS OR REMEDIES**

11. THIS COURT ORDERS that all rights and remedies against the Debtors or affecting the Property are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment (provided, however, that the Receiver shall not be required to comply with any statutory or regulatory reporting requirements imposed upon the Debtor solely by virtue of its appointment as Receiver), or (iii) prevent the filing of any registration to preserve or perfect a security interest or a claim for lien. Without limiting the foregoing, the rights and remedies against the Debtors or affecting the Property which are hereby stayed and suspended shall include all rights and remedies relating to the shares, securities, debentures, notes, bonds or other instruments issued by or on behalf of the Debtors or in respect of the Property including, without limitation, futures contracts, options, derivatives, swaps and other financial contracts in respect of present or future rights or obligations.



#### **NO INTERFERENCE WITH THE RECEIVER**

12. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, arrangement, agreement, licence or permit in favour of or held by the Debtors, without written consent of the Receiver or leave of this Court.

#### **CONTINUATION OF SERVICES**

13. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

#### **RECEIVER TO HOLD FUNDS**

14. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of or realization upon all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

#### EMPLOYEES

15. THIS COURT ORDERS that the employment of each employee of and the engagement of any independent contractor or consultant to the Debtors is hereby terminated and that no present or past director, officer or employee of a Debtor may hereafter purport to act on behalf of a Debtor or enter into any agreements in respect of the Debtor or the Property. The Receiver shall not be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts, other than such amounts as the Receiver may specifically agree in writing to pay, or such amounts as may be determined in a Proceeding before a court or tribunal of competent jurisdiction, provided that pursuant to subsection 14.06(1.2) of the BIA, the Receiver shall not be liable for any amount that is or could be due to an employee by the Debtors including, without limitation, any amount calculated by reference to any period of employment, service or seniority that precedes the date of this Order. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA.

16. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to any party to the extent desirable or required to carry out the provisions of this Order. Each person to whom such personal information is disclosed shall maintain and protect the privacy of such information and shall limit the use of such information to a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

#### LIMITATION ON ENVIRONMENTAL LIABILITIES

17. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or

relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that the Receiver shall promptly advise the Ontario Ministry of the Environment of any obvious or known environmental condition existing on or in any of the Property in accordance with applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it in fact takes possession.

#### **LIMITATION ON THE RECEIVER'S LIABILITY**

18. THIS COURT ORDERS that the Receiver (which term includes, for the purpose of this paragraph, RSM Richter Inc. in its capacity as the Monitor (as defined below) and the Receiver's partners, employees, agents, consultants, solicitors, and other persons engaged by the Receiver for the purpose of its administration of the receivership) shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. The term "Monitor" shall mean RSM Richter Inc. in its capacity as the monitor appointed by the OSC and the AMF of Gestion de Placements Norshield (Canada) Ltée/Norshield Asset Management (Canada) Ltd., Olympus United Funds Corporation/Corporation de Fonds Unis Olympus, and Olympus United Bank and Trust SCC.

#### **RECEIVER'S ACCOUNTS**

19. THIS COURT ORDERS that any expenditure or liability which shall properly be made or incurred by the Receiver, including the fees and disbursements of the Receiver, its agents and the fees and disbursements of its legal counsel, incurred at the normal rates and charges of the Receiver and its counsel, shall be allowed to it in passing its accounts and shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person (the "Receiver's Charge").

20. THIS COURT ORDERS that the Receiver shall be authorized and directed to retain the law firms of Thornton Grout Finnigan LLP and Goldstein, Flanz & Fishman LLP as legal counsel to the Receiver.

21. THIS COURT ORDERS the Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and their legal counsel are referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

22. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

#### **FUNDING OF THE RECEIVERSHIP**

23. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$1,000,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge.

24. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

25. THIS COURT ORDERS that the Receiver may at any time apply for its discharge as Receiver without any further obligation in the event that the Property is not, in the opinion of the Receiver, likely to be sufficient to indemnify the Receiver for its remuneration, costs, expenses and liabilities.

26. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "B" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

27. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis.

#### SERVICE

28. THIS COURT ORDERS that the Receiver is at liberty to serve notice of its appointment as Receiver by placing advertisements regarding such appointment substantially in the form attached hereto as Schedule "C" in at least two (2) Canadian daily newspapers with national distribution, and such advertisements shall constitute effective notice of the appointment of the Receiver and all Persons shall be deemed, absent evidence to the contrary, to have received notice of the appointment.

29. THIS COURT ORDERS that, except as otherwise specified herein, the Receiver is at liberty to serve any notice, form or other document in connection with these proceedings by forwarding copies by prepaid ordinary mail, courier, personal delivery or electronic transmission to Persons or other appropriate parties at their respective addresses or other contact particulars as last indicated in the records of the Debtors and that any such service shall be deemed to be received on the date of delivery if by personal delivery or electronic transmission, on the following business day if delivered by courier, or three business days after mailing if by ordinary mail.

30. THIS COURT ORDERS that the Receiver may serve any court materials in these proceedings (including, without limitation, application records, motion records, facts and orders) on all represented parties electronically, by e-mailing a PDF or other electronic copy of such materials (other than any book of authorities) to counsels' e-mail addresses as recorded on the service list, and posting a copy of the materials to an internet website to be hosted by the Receiver or its designee (the "Website") as soon as practicable thereafter, provided that the Receiver shall deliver hard copies of such materials to any party requesting same as soon as practicable thereafter.

31. THIS COURT ORDERS that any party in these proceedings (other than the Debtors) may serve any court materials (including, without limitation, application records, motion records, facts and orders) electronically, by emailing a PDF or other electronic copy of all materials (other than any book of authorities) to counsels' e-mail addresses as recorded on the service list; provided that such party shall deliver both PDF or other electronic copies and hard copies of full materials to counsel to the Receiver and to any other party requesting same and the Receiver shall cause a copy to be posted to the Website, all as soon as practicable thereafter.

32. THIS COURT ORDERS that, unless otherwise provided herein or ordered by this Court, no document, order or other material need be served on any Person in respect of these proceedings unless such Person has served a Notice of Appearance on the solicitors for the Receiver and has filed such notice with this Court.

#### **BANKRUPTCY AND CCAA**

33. THIS COURT ORDERS that with leave of the Court first being obtained the Receiver shall be entitled to make an assignment in bankruptcy on behalf of the Debtors to initiate any proceeding under the BIA, the CCAA, the *Canada Business Corporations Act*, the *Winding-Up and Restructuring Act* (Canada) or any other similar legislation in Canada or elsewhere in respect of one or more of the Debtors or the Property or in respect of any party related to or affiliated with any present or former employees, officers or directors of a Debtor.

34. THIS COURT ORDERS that the Receiver be and it is hereby authorized to issue an Application for a Bankruptcy Order against the Debtors on an individual or consolidated basis.

35. THIS COURT ORDERS that, in the event that the Receiver obtains a Bankruptcy Order against the Debtors on a consolidated basis, the Official Receiver be and it is hereby directed to open one estate file and to assign one estate file number to the consolidated estate.

#### **GENERAL**

36. THIS COURT ORDERS AND DIRECTS the Toronto Police Services to assist the Receiver in carrying out its duties under this Order, including assisting the Receiver in obtaining access to any premises leased or owned by the Debtors.

37. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

38. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy or monitor under the CCAA in respect of the Debtors, with leave of the Court first being obtained.

39. THIS COURT ORDERS that nothing contained in this Order shall prevent the Receiver from acting as a provisional administrator under the laws of the Province of Quebec, including, but not limited to, the *Securities Act* (Quebec).

40. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada (including, without limitation, the Superior Court of Quebec), the United States or elsewhere (including without limitation the Commonwealth of the Bahamas and Barbados) to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order, including, without limitation, to assist the Receiver to take possession of or to control the Property, including Property held by third parties or parties affiliated or related to the Debtors or any one of them, as well as to enforce the stay of proceedings described herein in respect of the Debtors and the Property.

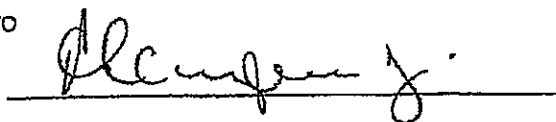
41. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

42. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

ENTERED AT / INSCRIT À TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO.:

JUN 29 2005

PER/PAR



**SCHEDULE "A"**

**NORSHIELD GROUP FUNDS**

Olympus United Multi-Asset  
Olympus United Diversified  
Olympus United Global Trading  
Olympus United Global Trading (F)  
Olympus United Uninvest Fund II CAN\$  
Olympus United Uninvest Fund II US\$  
Olympus United Uninvest Fund DPP CAD\$  
Olympus United Uninvest Fund II (F)  
Olympus United Momentum Fund  
Olympus United Momentum (F) Fund  
Olympus United Uninvest Fund DPP US\$  
Olympus United Uninvest II (F) USD  
Olympus United Uninvest II High Net Worth  
Olympus United Tactical Trading  
Olympus United Tactical Trading (F)



**SCHEDULE "B"**

**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that RSM Richter Inc., the receiver (the "Receiver") of all of the assets, undertakings and properties of [Norshield], appointed by Order of the Ontario Superior Court of Justice (the "Court") dated the \_\_\_\_ day of \_\_\_\_\_, 2005 (the "Order") made in an application having Court file number \_\_\_\_\_, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the \_\_\_\_\_ day of each month] after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of Bank of \_\_\_\_\_ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property (as defined in the Order) as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_ day of \_\_\_\_\_, 2005.

RSM Richter Inc., solely in its capacity  
as Receiver, and not in its personal capacity

Per: \_\_\_\_\_

Name:

Title:

SCHEDULE "C"

NOTICE

in respect of

[Norshfield et al.] (collectively, the "Debtors")

Please be advised that pursuant to the Order of the Honourable Justice • of the Ontario Superior Court of Justice (Commercial List) dated June 29, 2005 in Court File No. • (the "Order"), RSM Richter Inc. has been appointed as Receiver (the "Receiver") of all of the Debtors' assets, undertakings and properties. The appointment of the Receiver was made under Section 129 of the Ontario *Securities Act*.

A copy of the Order and other information regarding the Receiver's appointment are available online at [www.●](http://www.). The Receiver has established a helpline available at (●).

GESTION DE PLACEMENTS NORSHIELD (CANADA) LTÉE / NORSHIELD ASSET  
MANAGEMENT (CANADA) LTD., NORSHIELD INVESTMENT PARTNERS  
HOLDINGS LTD./GESTION DES PARTENAIRES D'INVESTISSEMENT  
NORSHIELD LTÉE, OLYMPUS UNITED FUNDS HOLDINGS CORPORATION,  
OLYMPUS UNITED FUNDS CORPORATION/CORPORATION DE FONDS UNIS  
OLYMPUS, OLYMPUS UNITED BANK AND TRUST SCC, GROUPE OLYMPUS  
UNITED INC./OLYMPUS UNITED GROUP INC.

ONTARIO SECURITIES COMMISSION  
Plaintiff

and

Defendant

Court File No.: 05CC-5965

ONTARIO  
SUPERIOR COURT OF JUSTICE  
Proceeding commenced in Toronto

ORDER

Thornton Grout & Finnigan LLP  
Barristers and Solicitors  
Suite 2200, P.O. Box 329  
Royal Trust Tower  
Toronto-Dominion Centre  
Toronto, Ontario  
M5K 1K7

Grant B. Moffat/Greg Azeff  
Law Society No.: 32380L ID / 45324C  
Tel: (416) 304-1616  
Fax: (416) 304-1313

Solicitors for RSM Richter Inc., solely in its  
capacity as Receiver, and not in its personal capacity

ONTARIO SECURITIES COMMISSION  
Applicant

and

GESTON DE PLACEMENTS NORSHIELD (CANADA)  
LTEE/NORSHIELD ASSET MANAGEMENT (CANADA)  
LTD. ET AL.

Respondents

Court File No.:05-CL-5965

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(Commercial List)  
Proceeding commenced in Toronto

ORDER

ThorntonGroutFinnigan LLP  
Barristers and Solicitors  
Suite 3200, Canadian Pacific Tower  
100 Wellington Street West  
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Toronto, ON M5K 1K7

John L. Finnigan (LSUC# 240408)  
Gregory R. Azeff (LSUC# 45324C)

Tel: (416) 304-1616

Fax: (416) 304-1313

Solicitors for RSM Richter Inc., in its capacity  
as Receiver of the Norshield Group.

ONTARIO SECURITIES COMMISSION  
Applicant

and

GESTON DE PLACEMENTS NORSHIELD (CANADA)  
L'ITEE/NORSHIELD ASSET MANAGEMENT (CANADA)  
LTD. ET AL.

Respondents

Court File No.:05-CL-5965

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(Commercial List)  
Proceeding commenced in Toronto

ORDER

ThorntonGroutFinnigan LLP  
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Fax: (416) 304-1313

Solicitors for RSM Richter Inc., in its capacity  
as Receiver of the Norshield Group.

# EXHIBIT G

# EXHIBIT <sup>u 6<sup>n</sup></sup>

## AMT INTERNATIONAL MINING CORPORATION (the "Company")

### INFORMATION CIRCULAR

#### Solicitation of proxies

The management of the Company solicits proxies to be used at the Extraordinary Meeting of shareholders of the Company to be held at the time and place and for the purposes set forth in the attached Notice of Meeting and at any adjournment thereof. The cost of this solicitation will be borne by the Company. Accordingly, the management of the Company has drafted this information circular (the "Information Circular") that it is sending to all the security holders entitled to receive a Notice of Meeting.

If you cannot attend the Meeting in person, complete and return the enclosed form of proxy to the Registrar and Transfer Agent of the Company, Equity Transfer Services, Suite 420, 120 Adelaide Street West, Toronto, Ontario, M5H 4C1, not less than forty-eight (48) hours (excluding Saturdays, Sundays and Holidays) before the time fixed for the Meeting.

#### Right of revocation of proxies

The persons named in the enclosed form of proxy are directors and officers of the Company. A shareholder has the right to appoint as his or her proxy a person, who need not be a shareholder, other than those whose names are printed on the accompanying form of proxy. A shareholder who wishes to appoint some other person to represent him or her at the Meeting may do so either by inserting such other person's name in the blank space provided in the form of proxy and signing the form of proxy or by completing and signing another proper form of proxy.

A shareholder may revoke a proxy at any time by an instrument in writing executed by him or, if the shareholder is a corporation, under its corporate seal or by an officer or attorney thereof duly authorized in writing, and filed at the office of the Registrar and Transfer Agent of the Company, Equity Transfer Services, Suite 420, 120 Adelaide Street West, Toronto, Ontario, M5H, not less than forty-eight (48) hours (excluding Saturdays, Sundays and Holidays) before the time fixed for the Meeting, or two business days preceding the date the Meeting resumes if it is adjourned, or remitted to the chairman of such Meeting on the day of the Meeting or any adjournment thereof.

#### Exercise of discretion by proxies

The management undertakes to respect the holder's instructions.

Management does not know and cannot foresee at the present time any amendments or new points to be brought before the Meeting. If such amendments or new points were to be brought before the Meeting, the persons named in the enclosed form of proxy will vote on such matters in the way they consider advisable.

#### Authorized capital stock, voting securities and principal holders thereof

The authorized capital stock of the Company consists of an unlimited number of common shares and preference shares without par value.

As at March 31, 2004, there were 40,643,775 common shares and 6,666,666 preferred shares of the Company issued and outstanding. Each shareholder has one vote per common share. Only holders of common shares registered on the record date, i.e. April 28, 2004 have the right to receive a Notice of Meeting and to vote in person or by proxy at the Meeting or any adjournment thereof. Pursuant to the *Canada Business Corporation Act*, the Corporation is required to prepare, no later than ten (10) days after the record date, an alphabetical list of shareholders entitled to vote as of the record date that shows the number of shares held by each shareholder. Shareholder whose name appears on the list referred to above is entitled to vote the shares shown opposite his



or her name at the Meeting. The list of shareholders is available for inspection during business hours at 630 Rene-Levesque West, Suite 3050, Montreal, Quebec, H3B 5C7, and at the Meeting.

As at the date hereof, to the knowledge of management of the Company, the only person who beneficially owns, directly or indirectly, or exercises control or direction over voting securities of the Company carrying more than 10% of the voting rights of the total issued and outstanding shares of the Company is Norsfield Investment Corporation. (See "CURRENT SITUATION OF THE COMPANY AND OFFERS RECEIVED BY THE BOARD OF DIRECTORS -- Norsfield Investment Corporation").

#### Non-registered shareholders

Only registered shareholders or the persons they appoint as their proxies are permitted to vote at the Meeting. However, in many cases, shares beneficially owned by a person are not registered in his or her name but are held in the name of an intermediary, which is usually a security broker, a trust company or other financial institutions, or in the name of a clearing agency (such as the Canadian Depository for Securities Ltd.) of which the intermediary is a participant. In accordance with National Instrument 54-101 of the Canadian Securities Administrators -- *Communication with Beneficial Owners of Securities of a Reporting Issuer*, the Company has distributed copies of the Notice of Meeting and the Information Circular (collectively the "Meeting Materials") to the intermediaries which are required to forward the Meeting Materials to non-registered holders unless the non-registered holders have waived the right to receive them. Intermediaries very often call on service companies to forward the Meeting Materials to non-registered holders. Each intermediary has its signing and returning instructions, which a non-registered shareholder should follow carefully to ensure that his or her shares are voted.

Should a non-registered holder who receives a voting instruction form wish to vote at the Meeting in person (or have another person attend and vote on behalf of the non-registered holder), the non-registered holder should print his or her own name, or that of such other person, on the voting instruction form and return it to the intermediary or its service company. Should a non-registered holder who receives a proxy form wish to vote at the Meeting in person (or have another person attend and vote on behalf of the non-registered holder), the non-registered holder should strike out the names of the persons set out in the proxy form and insert the name of the non-registered holder or such other person in the blank space provided and submit it to Equity Transfer Services at the address set out above.

A non-registered holder may revoke voting instructions which have been given to an intermediary at any time by written notice to the intermediary.

#### Interest of certain persons in matters to be acted upon

To the knowledge of the officers of the Company, unless otherwise disclosed in this Information Circular, as at the date hereof, no person has an interest in any matter to be acted upon, whether such interest is by way of beneficial ownership of securities or otherwise.

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CURRENT SITUATION OF THE COMPANY AND OFFERS  
RECEIVED BY THE BOARD OF DIRECTORS

Overview

The Company is a reporting issuer in the provinces of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Quebec, New-Brunswick, Nova Scotia, Prince of Edward Island, Newfoundland and Labrador.

The Company is a mining exploration corporation that has been under care and maintenance mode since the end of 2001.

In November 2001, the Company signed an exclusive agency agreement with Palos Capital Corporation whose mandate was to act as the agent of the Company, develop a new plan for the development of the Copper Creek Project and negotiate with two parties that had expressed serious interest in the Company. The agency agreement was extended passed its initial term to September 2002, but the mandate was not successfully completed.

In May 2002, the various securities commissions having jurisdiction over the securities of the Company issued cease trade orders for default of filing within the prescribed delays several audited and unaudited financial statements.

On February 11, 2003, the Toronto Stock Exchange has delisted the Company due to the lack of market capital and assets to qualify for listing.

Norshield Investment Corporation

Norshield Investment Corporation ("Norshield") is the principal shareholder of the Company, holding an aggregate of 7,427,682 common shares, i.e. 18.3 % of all the issued and outstanding common shares of the Company and 6,666,666 preferred shares, which are convertible into common shares at a rate of \$0.30 per share and bearing a dividend payable in common shares. As a result of the cease trade orders placed upon the Company, it has been legally impossible to issue common shares to Norshield as payment of accrued dividend. Common shares relating to accrued and unpaid dividends will be issued once (i) the number of common shares to be issued is determined and (ii) all applicable approvals from the regulatory authorities are received.

Norshield has been supporting the Company financially since the end of 2001 and has advanced to the Company an aggregate of \$1,834,769 as of April 30, 2004 in the form of debentures, notes and cash advances. Such expenditures have enabled the Company to maintain significant mining rights and permits held by its wholly-owned subsidiary AMT (USA) Inc. ("AMT (USA)") and Norshield has been successful to date in protecting the Company's primary assets from other creditors. Certain properties have reverted back to the vendors as a result of AMT (USA)'s inability to meet its obligations. In the event adequate financing of the Company is secured, it would appear that there is potential to reacquire any of these properties considered essential to the completion of the development of the eventual mining operations.

The following table is a summary of the debt owned by the Company to Norshield as of April 30, 2004:

<u>Debt Instrument</u>	<u>Amount</u>	<u>Conversion Rate</u>	<u>Common shares after Conversion</u>
Debenture 12%	\$500,000	\$0.30 per share	1,666,667
Cumulative interest	\$284,418	\$0.30 per share	948,061

*Information Circular*  
**AMT INTERNATIONAL MINING CORPORATION**

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Debt 15%	\$453,565	\$0.11 per share	4,123,318
Cumulative interest & penalty	\$351,086	\$0.11 per share	3,191,689
Cash Advances	\$245,700	\$0.11 per share	2,233,636
	<u>1,050,351</u>		

Upon conversion of its debt and preferred shares into common shares, but excluding any accrued dividend on preferred shares, Norshield's shareholding would represent over 55% of the issued and outstanding common shares of the Company on a fully diluted basis.

In addition, following resignation of the Company's last independent directors in late 2001, senior executive officers of Norshield accepted to be appointed as directors and officers of the Company and still form the current Board of directors, since it was impossible to find independent individuals willing to serve on the Board of directors of a company being under cease trade orders.

With increasing metal prices, in particular copper, various parties showed interest in the assets of the Company. The Board of directors, together with Norshield, has recently received written offers (the "Offers") from three (3) different parties addressing major issues with respect to a potential reorganization of the Company's business.

Most of these offers involve a material change in the control of the voting shares of the Company held by Norshield, together with a change of management, which are both situations that may require shareholders approval.

In addition, under general principles of corporate and securities law, directors who are in a position of conflict of interest must disclose such interest and abstain from voting.

Consequently, and in the best interest of the minority shareholders of the Company, the Board of directors has collectively decided, on March 22, 2004, to call an extraordinary meeting of the shareholders in order to present the principal terms and conditions of the different Offers that were received.

The Offer that will receive the largest number of favorable votes cast at the Meeting, other than the votes attached to the shares held by Norshield and related parties will be the one that will be retained for acceptance by the Board of directors.

#### **Description of the terms and conditions of the Offers**

All information contained in this Information Circular with respect to the Offerors was supplied by each of them to the Company.

#### **Offer by Copper International Corporation**

Copper International Corporation ("CIC") is a Canadian private corporation holding mining interests in Asia. Its management team is composed of high experience individuals in both copper related projects and finance.

The Offer of CIC may be summarized as follows:

CIC wishes to be granted a 90 day option to purchase 100% of Norshield's rights, titles and interest in the Company for a total cash consideration of \$1.7 million and a 20% share interest in CIC as follows:

- (a) \$50,000 payable upon the execution of a letter of agreement for the option to purchase Norshield's interests;
- (b) \$700,000 payable upon exercise of the option;
- (c) \$950,000 payable on the six month anniversary following the date of exercise of the option; and

(d) 20% of the issued and outstanding capital of CIC payable on the date of exercise of the option.

The conditions of closing are that CIC must complete its due diligence, the Company must be restored as a reporting issuer in good standing prior to closing and all regulatory approval must have been obtained at Norshield's expense.

*Offer by Palos Capital Corporation*

Palos Capital Corporation ("Palos") is a Canadian corporation that provides financial solutions and advice to emerging and growth corporations. Each of the main partners of Palos brings extensive financial expertise and resources to the targeted companies. The partners take a proactive leadership role as an advisor and partner to the handpicked company, whose financial needs it facilitates. Palos creates opportunity for publicly traded corporations by raising capital and managing its corporate finance and administration. The main partners of Palos have been successful in raising equity financing, restructuring and administering dozens of public companies. Some insiders of Palos are also shareholders of the Company.

The Offer submitted by Palos on behalf of a corporation to be formed ("Newco") was expressed as follows:

Newco would:

- Raise the capital required in order to cover the costs associated with the reorganization of the Company;
- Have the Company reinstated as a reporting issuer in good standing;
- Assist in the re-introduction of the Company to the investment community;
- Hire a management team on behalf of the Company and create a new board of directors;
- Assist in the identification of and negotiation with investment bankers for the purpose of funding the Company's operations in the US and more specifically, its copper project situated in Arizona.

Newco's remuneration package for carrying out the above is expected to be provided by Norshield, but although some discussions took place, no final remuneration was agreed upon.

*Offers by Redhawk Resources Inc.*

Redhawk Resources Inc. ("Redhawk") is a publicly traded Canadian mining corporation that has focused its exploration activities in western North America and Latin America. Redhawk's management brings experience in all aspects of the mining business, including exploration, development, financing and operations. They took two northern underground mining operations from exploration, development and on through to production and an extended period of profitable operation. Redhawk is currently exploring a gold project in Nevada.

After completing a full due diligence, comprising of a desk audit, an on-site project investigation, and a review of the Company's Copper Creek project's core library and other corporate and project due diligence, Redhawk is convinced that the potential for locating economic copper mineralization at Copper Creek is considerable. Redhawk's intention is to put an immediate focus on exploring and developing what is perceived to be the project's previously overlooked or unrecognized short term potential, while at the same time running what amounts to an integrated parallel exploration program directed towards trying to prove what is believed to be the significant medium and longer term potential presented by the Copper Creek project to become a long term operation.

Redhawk presented 2 different Offers, which may be summarized as follows:

Offer 1 Redhawk proposes to purchase 100% of Norshield's rights, titles and interest in the Company once it is restored as a reporting issuer in good standing in consideration for the sum of \$1,450,000 to be paid as follows:

- a. \$300,000 to be paid upon signature of a letter of intent;
- b. \$300,000 to be paid on or before 30 days once the appropriate regulatory approvals for the transaction have been received;
- c. \$400,000 to be paid on or before 180 days from the reception of regulatory approvals; and
- d. \$450,000 to be paid on or before 365 days from the reception of regulatory approvals.

All creditors of AMT (USA) must be paid by Norshield prior to closing. Redhawk will become the manager and operator of AMT (USA).

OR

Offer 2 Redhawk purchases 75% of AMT (USA) from the Company for \$1,450,000. The Company retains 25% of AMT (USA).

Basic Terms and Conditions:

- a. \$300,000 to be paid upon signature of a letter of intent;
- b. \$300,000 to be paid on or before 30 days once the appropriate regulatory approvals for the transaction have been received;
- c. \$400,000 to be paid on or before 180 days from the reception of regulatory approvals; and
- d. \$450,000 to be paid on or before 365 days from the reception of regulatory approvals.

Redhawk will be the Manager and Operator of AMT (USA) and the Copper Creek project during the term of this agreement.

Failure by Redhawk to make any of these payments above causes this agreement to be null and void and all monies paid by Redhawk to the Company under the terms of this agreement are forfeited to the Company.

Following the final purchase payment in d above, Redhawk will have earned a 75% interest in AMT (USA). At this point both parties are responsible for funding their share of all ongoing AMT (USA) and project costs going forward or be subject to a standard dilution clause. If either party falls below a 7.5% working interest their interest is automatically converted to a 5% Net Profits Interest.

All creditors of AMT (USA) must be paid by the Company prior to closing. This option does not necessitate the lift of the cease trade order.

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**OTHER BUSINESS**

Management knows of no other business to be transacted at the Meeting other than the issues mentioned in the Notice of Meeting.

**Approval of Information Circular**

The contents and the sending of the Information Circular have been approved by the directors.

Toronto, April 30, 2004

By order of the Board of Directors



**Dale G. Smith**  
Director

# EXHIBIT H

# EXHIBIT "H"

## PROOF OF CLAIM (CREDITOR)

[RSM RICHTER LETTERHEAD]

April ►, 2013

**TO:** All Creditors of AMT International Mining Corporation

Dear Madam or Sir:

**Re:** AMT International Mining Corporation (the "Debtor")  
Court File No. 07-CL-6955

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**NOTICE: This document contains very important information which requires your immediate attention.**

The undersigned, RSM Richter Inc. (now Richter Advisory Group Inc.) (the "**Receiver**"), is the Court-appointed Receiver of the Debtor pursuant to an Order dated April 24, 2007 rendered by the Ontario Superior Court of Justice (Commercial List) (the "**Court**") in the above-noted proceeding (the "**Receivership Proceeding**"). The present documentation is delivered to you pursuant to the Order of the Court dated April 17, 2013 (the "**Claims Process Order**") to permit the Receiver to establish the identity of all creditors and the details of all claims against the Debtor.

We enclose herewith a proof of claim form (the "**Proof of Claim**"). Pursuant to the Claims Process Order, you are required to complete and return the Proof of Claim to the Receiver **on or before June 3, 2013**, failing which your claim against the Debtor will be forever barred, released and extinguished, subject to further order of the Court.

If the Receiver disputes, in whole or in part, your completed Proof of Claim, the Receiver shall send to you a Notice of Disallowance indicating the reasons for such dispute prior to distributing any funds to you or to other creditors of the Debtor.

If you have any questions regarding the completion of the Proof of Claim form, please contact the Receiver as follows:

RSM Richter Inc. (now Richter Advisory Group Inc.)  
Receiver of AMT International Mining Corporation

Tel. No.: 1-866-869-9679  
Fax No.: 514-934-8603  
E-mail: [claims@richter.ca](mailto:claims@richter.ca)



We thank you in advance for your timely cooperation in this matter.

Yours very truly,

**RSM RICHTER INC. (now Richter Advisory Group Inc.)  
solely in its capacity as the Court-appointed Receiver  
of AMT International Mining Corporation, and  
without personal or corporate liability**

<b>RSM RICHTER INC. (now Richter Advisory Group Inc.), solely in its capacity as the Court-appointed Receiver of AMT International Mining Corporation, and without personal or corporate liability</b> • • • Telephone: 1-866-869-9679 Telecopier: 514-934-8603 Email: claims@richter.com		OFFICE USE ONLY
		O/F _____
		C/N _____
		Date _____

**Court File No.: 07-CL-6955**

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**

**IN THE MATTER OF THE *COURTS OF JUSTICE ACT* (ONTARIO)**  
**R.S.O 1990, c.C.43, AS AMENDED**

**BETWEEN:**

**RSM RICHTER INC., in its capacity as Court-Appointed Receiver of NORSHIELD ASSET MANAGEMENT (CANADA) LTD., NORSHIELD INVESTMENT PARTNERS HOLDINGS LTD., OLYMPUS UNITED FUNDS HOLDINGS CORPORATION, OLYMPUS UNITED FUNDS CORPORATION, OLYMPUS UNITED BANK AND TRUST SCC, OLYMPUS UNITED GROUP INC., NORSHIELD CAPITAL MANAGEMENT CORPORATION AND HONEYBEE SOFTWARE TECHNOLOGIES INC. and with no corporate or personal liability**

Applicant

- and -

**AMT INTERNATIONAL MINING CORPORATION**

Respondent

**PROOF OF CLAIM AGAINST AMT INTERNATIONAL MINING CORPORATION**

Name of person asserting a claim against the Debtor: \_\_\_\_\_  
 (hereinafter the "**Claimant**")

Individual: ☐ Corporation: ☐ Other: ☐ Specify: \_\_\_\_\_

If individual, Claimant's Social Insurance Number: \_\_\_\_\_

If corporation, Business Identification Number: \_\_\_\_\_

Address of Claimant: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Telephone number of Claimant: \_\_\_\_\_

E-mail address of Claimant: \_\_\_\_\_

Fax number of Claimant: \_\_\_\_\_

I, \_\_\_\_\_, of \_\_\_\_\_, do hereby certify:

(Name)

(City and province)

1. That I am a Claimant of the Debtor  
or that I am \_\_\_\_\_

of \_\_\_\_\_

(State position or title)

(Name of Claimant)

a Claimant of the Debtor.

2. That I have knowledge of all the circumstances connected with the claim referred to in this form.

3. (Check and complete appropriate category:)

- ☐ That, as at April 24, 2007, the Claimant had and still has an **unsecured claim** against the Debtor in the sum of CAD\$ \_\_\_\_\_, as shown by the statement (or affidavit or solemn declaration) attached hereto and marked **Annex "A"**, after deducting any counterclaims to which the Debtor may be entitled. (The attached statement, affidavit or solemn declaration must specify and attach the evidence in support of the claim.) (Give full particulars of the claim with all necessary supporting documentation.)

-or-

- ☐ That, as at April 24, 2007, the Claimant had and still has a **secured claim** against the Debtor in the sum of CAD\$ \_\_\_\_\_, as shown by the statement (or affidavit or solemn declaration) attached hereto and marked **Annex "A"**, after deducting any counterclaims to which the Debtor may be entitled. (The attached statement, affidavit or solemn declaration must specify and attach the evidence in support of the claim and the security held in respect of the claim, including copies of all security.) (Give full particulars of the claim and security with all necessary supporting documentation.)

4. That to the best of my knowledge and belief, I am (or the above-named Claimant is) (or am not or is not) related to the Debtor within the meaning of section 4 of the *Bankruptcy and Insolvency Act*.

## I. ATTESTATION

I hereby attest that, to the best of my knowledge, the information in this document is and any and all annexes hereto are truthful and accurate in all material respects.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20

\_\_\_\_\_  
(Signature of Claimant)

\_\_\_\_\_  
(Signature of witness)

\_\_\_\_\_  
(Name of Claimant in block letters)

\_\_\_\_\_  
(Name of witness in block letters)

\_\_\_\_\_  
(Address of witness in block letters)

# EXHIBIT I

# EXHIBIT "I"

## RECEIVERSHIP OF AMT INTERNATIONAL MINING CORPORATION

### NOTICE OF THE DEADLINE TO FILE PROOFS OF CLAIM

By Order dated April 17, 2013 (the "Order"), the Ontario Superior Court of Justice (Commercial List) (the "Court") has approved a claims process (the "Claims Process") in respect of AMT International Mining Corporation (the "Debtor") to be administered by RSM Richter Inc. (now Richter Advisory Group Inc.) in its capacity as the Court-appointed receiver of the Debtor (the "Receiver"). Capitalized terms in this notice are as defined in the Order, a copy of which can be found on the Receiver's website in English at [www.richter.ca/en/insolvency-cases](http://www.richter.ca/en/insolvency-cases), and in French at [www.richter.ca/fr-ca/insolvency%20cases](http://www.richter.ca/fr-ca/insolvency%20cases).

In accordance with the Claims Process, on or before May 3, 2013, the Receiver shall mail to all known creditors (each, a "Creditor") of the Debtor a Proof of Claim form.

Any Creditor who does not receive a Proof of Claim form may obtain this form on the website referred to above or by contacting the Receiver directly as follows:

- (i) by email: [claims@richter.ca](mailto:claims@richter.ca);
- (ii) by mail: **Richter Advisory Group Inc.  
1981 McGill College, 11th Floor  
Montréal QC H3A 0G6; or**
- (iii) by facsimile: **(514) 934-8603.**

All Creditors must forward to the Receiver a completed Proof of Claim form on or before **June 3, 2013** (the "Claims Bar Date").

**Any Creditor who does not deliver a completed Proof of Claim to the Receiver by the Claims Bar Date shall be forever barred, estopped and enjoined from asserting a claim against the Debtor and such claim shall be forever barred, released and extinguished, unless otherwise allowed by the Court.**

A Proof of Claim which is disputed by the Receiver will be addressed in the manner set out in the Order.

Proofs of Claim may be delivered to the Receiver by mail, messenger, facsimile or e-mail, provided that such Proof of Claim must be received by the Receiver by **no later than the Claims Bar Date at the following address:**

**Richter Advisory Group Inc.  
1981 McGill College, 11th Floor  
Montréal QC H3A 0G6  
Email: [claims@richter.ca](mailto:claims@richter.ca)  
Fax: 514.934.8603**

# **EXHIBIT J**

# EXHIBIT

AMT International Mining Corporation  
Pro Forma Interim Statement of Receipts and Disbursements  
For the period April 24, 2007 to March 31, 2013

Exchange rate 1.0167

	CDN Account	US Account	Total
<b>Receipts</b>			
Proceeds received from Pothier Valiquette (Note 1)	401,991		401,991
Cash from AMT International bank account (Note 2)	58,673		58,673
Advance Royalty payment from Redhawk Resources, Inc. (Note 3)	125,000		125,000
Distribution from Chapter 7 Trustee re bankruptcy of AMT (USA), Inc. (Note 4)		996,062	1,012,696
Transfers from CDN account (Note 5)		121,522	123,552
Transfer from US account (Note 6)	1,008,363		1,008,363
Interest	3,790		3,790
<b>Total Receipts</b>	<b>1,597,817</b>	<b>1,117,584</b>	<b>2,734,065</b>
<b>Disbursements</b>			
Transfers to US account (5)	125,972		125,972
Transfer to CDN account (Note 6)		982,664	999,074
Royalty payment transferred to Chapter 7 Trustee (3)	125,000		125,000
Legal fees	81,608	111,696	195,169
Receiver fees	321,275		321,275
Storage		6,094	6,196
Other professional fees	400		400
GST/QST	35,628		35,628
Miscellaneous disbursements	1,454	743	2,210
<b>Total Disbursements</b>	<b>691,337</b>	<b>1,101,197</b>	<b>1,810,924</b>
<b>Estimated funds on hand (Note 7)</b>	<b>906,480</b>	<b>16,387</b>	<b>923,141</b>

**Note:**

1. Pursuant to the Judgement rendered on February 22, 2007 by the Superior Court, Province of Quebec, Pothier Valiquette, the lawyer for AMT (USA) Inc. ("AMT USA"), was ordered to remit to the Norshield Receiver the net amount of the sale proceeds of the sale of the Copper Creek Property to Redhawk Resources, Inc. ("Redhawk"). Of the amount of \$1,401,991, \$1,000,000 has been applied by the Norshield Receiver in satisfaction of AMT USA's obligations under the AMT USA guarantee to Honeybee Software Technologies Inc. (one of the Norshield Receivership companies). The balance of \$401,991 was retained by the AMT International Mining Corporation ("AMT International") Receiver.
2. This amount represents the cash held in the AMT International bank account as at the date of the Receivership.
3. Pursuant to the sale of the Copper Creek Property to Redhawk, an annual advance royalty payment ("ARP") of CAD \$125,000 was to be paid to AMT USA while Redhawk retained its ownership interest in the Copper Creek Property. This ARP was received in October 2007 and was subsequently transferred to the Chapter 7 Trustee administering the bankruptcy of AMT USA. (On October 3, 2007, AMT USA filed a Voluntary Petition for Relief in the United States Bankruptcy Court, under Chapter 7 of the U.S. bankruptcy code.)
4. This amount represents the distribution from the AMT USA bankruptcy pursuant to AMT International's proof of claim in said bankruptcy.
5. Funds were transferred from the Receiver's Canadian to its US account, primarily to pay for the legal fees of its US attorney in the State of Arizona as well as miscellaneous costs.
6. The distribution from the Chapter 7 Trustee were transferred from the Receiver's US to its Canadian account, less any amounts required for fees and costs.
- 7 The estimated funds on hand is prior to the payment of outstanding professional fees.

**RSM RICHTER INC., in its capacity as Court-  
Appointed Receiver of NORSHIELD ASSET  
MANAGEMENT (CANADA) LTD. et al**  
Applicant

and

**AMT INTERNATIONAL MINING CORPORATION**  
Respondent

Court File No.:07-CL-6955

*ONTARIO*

**SUPERIOR COURT OF JUSTICE**  
(Commercial List)  
Proceeding commenced in Toronto

**SECOND REPORT OF THE RECEIVER**  
Dated April 15, 2013

**ThorntonGroutFinnigan LLP**  
Barristers and Solicitors  
Suite 3200, Canadian Pacific Tower  
100 Wellington Street West  
P.O. Box 329  
Toronto-Dominion Centre  
Toronto, ON M5K 1K7

**Grant B. Moffat (LSUC# 32380L)**  
Tel: (416) 304-0599  
Fax: (416) 304-1313

Lawyers for RSM Richter Inc. (now Richter  
Advisory Group Inc.), in its capacity as  
Receiver of AMT International Mining  
Corporation



# TAB 3

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

**IN THE MATTER OF THE *COURTS OF JUSTICE ACT* (ONTARIO)  
R.S.O 1990, c.C.43, AS AMENDED**

THE HONOURABLE MR.	)	WEDNESDAY, THE 17 <sup>th</sup>
	)	
JUSTICE C.L. CAMPBELL	)	DAY OF APRIL, 2013

**BETWEEN:**

**RSM RICHTER INC., in its capacity as Court-Appointed Receiver of NORSHIELD  
ASSET MANAGEMENT (CANADA) LTD., NORSHIELD INVESTMENT PARTNERS  
HOLDINGS LTD., OLYMPUS UNITED FUNDS HOLDINGS CORPORATION,  
OLYMPUS UNITED FUNDS CORPORATION, OLYMPUS UNITED BANK AND  
TRUST SCC, OLYMPUS UNITED GROUP INC., NORSHIELD CAPITAL  
MANAGEMENT CORPORATION AND HONEYBEE SOFTWARE TECHNOLOGIES  
INC. and with no corporate or personal liability**

Applicant

**- and -**

**AMT INTERNATIONAL MINING CORPORATION**

Respondent

**CLAIMS PROCESS ORDER**

**THIS MOTION**, made by RSM Richter Inc. (now Richter Advisory Group Inc.) in its capacity as receiver (the “**Receiver**”), without security, of all of the assets, undertakings and properties of AMT International Mining Corporation (the “**Debtor**”) was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Second Report of the Receiver dated April 15, 2013 (the “**Second Report**”) and the Exhibits attached thereto, and on hearing the submissions of counsel for the Receiver and any other party properly appearing:

1. **THIS COURT ORDERS** that capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Second Report.
2. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record herein be and it is hereby abridged such that this motion is properly returnable today and hereby dispenses with further service thereof.
3. **THIS COURT ORDERS AND DECLARES** that the Second Report and the conduct and activities of the Receiver, as described in the Second Report, be and they are hereby approved.
4. **THIS COURT ORDERS AND DECLARES** that the claims process described in the Second Report (the “**Claims Process**”) be and is hereby approved.

#### **CLAIMS PROCESS**

5. **THIS COURT ORDERS** that the Receiver is hereby authorized and directed to administer and implement the Claims Process and the Receiver may take any steps which it believes are incidental or necessary for the implementation of the Claims Process. The Receiver may seek advice and directions from the Court in respect of any aspect of the Claims Process. Without limiting the foregoing, it is hereby ordered and directed that:
  - (a) On or before May 3, 2013 or such later date as may be required as determined by the Receiver, the Receiver shall:
    - (i) send by regular mail to all known creditors (collectively, the “**Creditors**” and individually, a “**Creditor**”) of the Debtor, based on the Debtor’s records in the possession of the Receiver, a proof of claim form (a “**Proof of Claim**”) substantially in the form attached as Schedule “A” to this Order;

- (ii) publish a notice to Creditors in *The Globe and Mail* (national edition) and *La Presse* (in French) substantially in the form attached as Schedule “B” to this Order; and
  - (iii) post the Proof of Claim form and notice to Creditors on its website, the English version being [www.richter.ca/en/insolvency-cases](http://www.richter.ca/en/insolvency-cases), and the French version being [www.richter.ca/fr-ca/insolvency%20cases](http://www.richter.ca/fr-ca/insolvency%20cases).
- (b) All Creditors must complete and forward to the Receiver a completed Proof of Claim form by June 3, 2013 (the “**Claims Bar Date**”).
  - (c) Any Creditor who does not receive a Proof of Claim form and who wishes to prove a claim against the Debtor is entitled to obtain a Proof of Claim form from the Receiver and must complete and forward to the Receiver a completed Proof of Claim form by the Claims Bar Date.

#### **CLAIMS BAR DATE**

- (d) Any Creditor who does not deliver a completed Proof of Claim to the Receiver by the Claims Bar Date shall be forever barred, estopped and enjoined from asserting a claim against the Debtor and such claim shall be forever barred, released and extinguished, unless otherwise allowed by this Court.

#### **REVIEW OF PROOFS OF CLAIM BY RECEIVER**

- (e) The Receiver shall review all Proofs of Claim received by the Receiver on or before the Claims Bar Date and may accept, revise or disallow any Proof of Claim. If a Proof of Claim is disputed in whole or disputed in part, the Receiver, prior to any distribution of funds to Creditors, shall issue a notice of disallowance (“**Notice of Disallowance**”) indicating the reasons for the disallowance.
- (f) The Receiver may determine in its own discretion if a Proof of Claim has been properly executed and the Receiver may, if it is satisfied that a Proof of Claim has

been adequately completed, waive strict compliance with the requirements of this Claims Process as to completion and execution of Proofs of Claim and any other notices to be provided herein.

- (g) The Receiver may attempt to resolve any disputed Proof of Claim with the Creditor, prior to accepting, revising or disallowing such Proof of Claim.

## OBJECTIONS

- (h) If a Creditor objects to a Notice of Disallowance the Creditor must notify the Receiver by delivering a written objection (a **"Notice of Objection"**) by registered mail, courier service or facsimile within twenty (20) days following the date of issuance by the Receiver of the applicable Notice of Disallowance. Unless otherwise agreed by the Receiver in writing, the Creditor shall thereafter serve on the Receiver a Notice of Motion in the Ontario Superior Court of Justice (Commercial List), Judicial District of Toronto, returnable not less than thirty (30) days after the service of the Notice of Objection for determination of the claim in dispute.
- (i) A Creditor who fails to deliver a Notice of Objection by the deadline set forth in subparagraph (h) above shall be deemed to accept the determination of its claim by the Receiver as set out in the Notice of Disallowance and any revised claim as set out in such Notice of Disallowance shall constitute a Proven Claim (as defined below).
- (j) The amount and status of a claim by a Creditor against the Debtor finally determined in accordance with the forms and procedures authorized by this Order (**"Proven Claim"**), including any determination as to nature, amount, value, priority or validity thereof, shall be final for all purposes. Without limiting the foregoing, the Claims Process shall be binding upon any trustee in bankruptcy appointed in respect of the Debtor.

**DISTRIBUTIONS**

- (k) The Receiver shall not distribute any funds to Creditors holding Proven Claims prior to the approval by this Court of a distribution methodology to be proposed by the Receiver in a subsequent report to the Court.
6. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada (including, without limitation, the Superior Court of Quebec), the United States or any other nation or state (including, without limitation, the Commonwealth of The Bahamas and Barbados) to act in aid of and give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order.
7. **THIS COURT ORDERS** that the costs of the Receiver in preparation of this motion and of these proceedings, up to and including the hearing of this motion and the entry of this Order (including applicable Goods and Services Tax), be paid to the Receiver from the estate herein and all costs incurred by the Receiver in carrying out the terms of this Order be paid to the Receiver from the estate herein.
-

**SCHEDULE "A"**  
**PROOF OF CLAIM (CREDITOR)**  
**[RSM RICHTER LETTERHEAD]**

April ►, 2013

**TO:** All Creditors of AMT International Mining Corporation

Dear Madam or Sir:

**Re:** AMT International Mining Corporation (the "Debtor")  
Court File No. 07-CL-6955

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**NOTICE: This document contains very important information  
which requires your immediate attention.**

The undersigned, RSM Richter Inc. (now Richter Advisory Group Inc.) (the "**Receiver**"), is the Court-appointed Receiver of the Debtor pursuant to an Order dated April 24, 2007 rendered by the Ontario Superior Court of Justice (Commercial List) (the "**Court**") in the above-noted proceeding (the "**Receivership Proceeding**"). The present documentation is delivered to you pursuant to the Order of the Court dated April 17, 2013 (the "**Claims Process Order**") to permit the Receiver to establish the identity of all creditors and the details of all claims against the Debtor.

We enclose herewith a proof of claim form (the "**Proof of Claim**"). Pursuant to the Claims Process Order, you are required to complete and return the Proof of Claim to the Receiver **on or before June 3, 2013**, failing which your claim against the Debtor will be forever barred, released and extinguished, subject to further order of the Court.

If the Receiver disputes, in whole or in part, your completed Proof of Claim, the Receiver shall send to you a Notice of Disallowance indicating the reasons for such dispute prior to distributing any funds to you or to other creditors of the Debtor.

If you have any questions regarding the completion of the Proof of Claim form, please contact the Receiver as follows:

RSM Richter Inc. (now Richter Advisory Group Inc.)  
Receiver of AMT International Mining Corporation

Tel. No.: 1-866-869-9679  
Fax No.: 514-934-8603  
E-mail: [claims@richter.ca](mailto:claims@richter.ca)

We thank you in advance for your timely cooperation in this matter.

Yours very truly,

**RSM RICHTER INC. (now Richter Advisory Group Inc.)  
solely in its capacity as the Court-appointed Receiver  
of AMT International Mining Corporation, and  
without personal or corporate liability**



<b>RSM RICHTER INC. (now Richter Advisory Group Inc.), solely in its capacity as the Court-appointed Receiver of AMT International Mining Corporation, and without personal or corporate liability</b> • • • Telephone: 1-866-869-9679 Telecopier: 514-934-8603 Email: claims@richter.com		OFFICE USE ONLY
		O/F _____
		C/N _____
		Date _____

**Court File No.: 07-CL-6955**

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**

**IN THE MATTER OF THE *COURTS OF JUSTICE ACT* (ONTARIO)**  
**R.S.O 1990, c.C.43, AS AMENDED**

**BETWEEN:**

**RSM RICHTER INC., in its capacity as Court-Appointed Receiver of NORSHIELD ASSET MANAGEMENT (CANADA) LTD., NORSHIELD INVESTMENT PARTNERS HOLDINGS LTD., OLYMPUS UNITED FUNDS HOLDINGS CORPORATION, OLYMPUS UNITED FUNDS CORPORATION, OLYMPUS UNITED BANK AND TRUST SCC, OLYMPUS UNITED GROUP INC., NORSHIELD CAPITAL MANAGEMENT CORPORATION AND HONEYBEE SOFTWARE TECHNOLOGIES INC. and with no corporate or personal liability**

Applicant

- and -

**AMT INTERNATIONAL MINING CORPORATION**

Respondent

**PROOF OF CLAIM AGAINST AMT INTERNATIONAL MINING CORPORATION**

Name of person asserting a claim against the Debtor: \_\_\_\_\_  
 (hereinafter the "Claimant")

Individual: ☐ Corporation: ☐ Other: ☐ Specify: \_\_\_\_\_

If individual, Claimant's Social Insurance Number: \_\_\_\_\_

If corporation, Business Identification Number: \_\_\_\_\_

Address of Claimant: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Telephone number of Claimant: \_\_\_\_\_

E-mail address of Claimant: \_\_\_\_\_

Fax number of Claimant: \_\_\_\_\_

I, \_\_\_\_\_, of \_\_\_\_\_, do hereby certify:

(Name)

(City and province)

1. That I am a Claimant of the Debtor  
or that I am \_\_\_\_\_

of \_\_\_\_\_

(State position or title)

(Name of Claimant)

a Claimant of the Debtor.

2. That I have knowledge of all the circumstances connected with the claim referred to in this form.

3. (Check and complete appropriate category:)

- ☐ That, as at April 24, 2007, the Claimant had and still has an **unsecured claim** against the Debtor in the sum of CAD\$ \_\_\_\_\_, as shown by the statement (or affidavit or solemn declaration) attached hereto and marked **Annex "A"**, after deducting any counterclaims to which the Debtor may be entitled. (The attached statement, affidavit or solemn declaration must specify and attach the evidence in support of the claim.) (Give full particulars of the claim with all necessary supporting documentation.)

-or-

- ☐ That, as at April 24, 2007, the Claimant had and still has a **secured claim** against the Debtor in the sum of CAD\$ \_\_\_\_\_, as shown by the statement (or affidavit or solemn declaration) attached hereto and marked **Annex "A"**, after deducting any counterclaims to which the Debtor may be entitled. (The attached statement, affidavit or solemn declaration must specify and attach the evidence in support of the claim and the security held in respect of the claim, including copies of all security.) (Give full particulars of the claim and security with all necessary supporting documentation.)

4. That to the best of my knowledge and belief, I am (or the above-named Claimant is) (or am not or is not) related to the Debtor within the meaning of section 4 of the *Bankruptcy and Insolvency Act*.

## I. ATTESTATION

I hereby attest that, to the best of my knowledge, the information in this document is and any and all annexes hereto are truthful and accurate in all material respects.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20

\_\_\_\_\_  
(Signature of Claimant)

\_\_\_\_\_  
(Signature of witness)

\_\_\_\_\_  
(Name of Claimant in block letters)

\_\_\_\_\_  
(Name of witness in block letters)

\_\_\_\_\_  
(Address of witness in block letters)

**ANNEX “A”**

**DETAILS OF CLAIM**

## **SCHEDULE "B"**

### **RECEIVERSHIP OF AMT INTERNATIONAL MINING CORPORATION**

#### **NOTICE OF THE DEADLINE TO FILE PROOFS OF CLAIM**

By Order dated April 17, 2013 (the "Order"), the Ontario Superior Court of Justice (Commercial List) (the "Court") has approved a claims process (the "Claims Process") in respect of AMT International Mining Corporation (the "Debtor") to be administered by RSM Richter Inc. (now Richter Advisory Group Inc.) in its capacity as the Court-appointed receiver of the Debtor (the "Receiver"). Capitalized terms in this notice are as defined in the Order, a copy of which can be found on the Receiver's website in English at [www.richter.ca/en/insolvency-cases](http://www.richter.ca/en/insolvency-cases), and in French at [www.richter.ca/fr-ca/insolvency%20cases](http://www.richter.ca/fr-ca/insolvency%20cases).

In accordance with the Claims Process, on or before May 3, 2013, the Receiver shall mail to all known creditors (each, a "Creditor") of the Debtor a Proof of Claim form.

Any Creditor who does not receive a Proof of Claim form may obtain this form on the website referred to above or by contacting the Receiver directly as follows:

- (i) by email: [claims@richter.ca](mailto:claims@richter.ca);
- (ii) by mail: **Richter Advisory Group Inc.  
1981 McGill College, 11th Floor  
Montréal QC H3A 0G6; or**
- (iii) by facsimile: **(514) 934-8603.**

All Creditors must forward to the Receiver a completed Proof of Claim form on or before **June 3, 2013** (the "Claims Bar Date").

**Any Creditor who does not deliver a completed Proof of Claim to the Receiver by the Claims Bar Date shall be forever barred, estopped and enjoined from asserting a claim against the Debtor and such claim shall be forever barred, released and extinguished, unless otherwise allowed by the Court.**

A Proof of Claim which is disputed by the Receiver will be addressed in the manner set out in the Order.

Proofs of Claim may be delivered to the Receiver by mail, messenger, facsimile or e-mail, provided that such Proof of Claim must be received by the Receiver by **no later than the Claims Bar Date at the following address:**

**Richter Advisory Group Inc.  
1981 McGill College, 11th Floor  
Montréal QC H3A 0G6  
Email: [claims@richter.ca](mailto:claims@richter.ca)  
Fax: 514.934.8603**

**RSM RICHTER INC., in its capacity as Court-  
Appointed Receiver of NORSHIELD ASSET  
MANAGEMENT (CANADA) LTD. et al**  
Applicant

and

**AMT INTERNATIONAL MINING CORPORATION**  
Respondent

Court File No.:07-CL-6955

*ONTARIO*

**SUPERIOR COURT OF JUSTICE**  
(Commercial List)  
Proceeding commenced in Toronto

**CLAIMS PROCESS ORDER**

**ThorntonGroutFinnigan LLP**  
Barristers and Solicitors  
Suite 3200, Canadian Pacific Tower  
100 Wellington Street West  
P.O. Box 329  
Toronto-Dominion Centre  
Toronto, ON M5K 1K7

**Grant B. Moffat (LSUC# 32380L)**  
Tel: (416) 304-0599  
Fax: (416) 304-1313

Lawyers for RSM Richter Inc. (now Richter  
Advisory Group Inc.), in its capacity as  
Receiver of AMT International Mining  
Corporation

RSM RICHTER INC., in its capacity as Court-  
Appointed Receiver of NORSHIELD ASSET  
MANAGEMENT (CANADA) LTD. et al  
Applicant

and

AMT INTERNATIONAL MINING CORPORATION  
Respondent

Court File No.:07-CL-6955

*ONTARIO*  
**SUPERIOR COURT OF JUSTICE**  
(Commercial List)  
Proceeding commenced in Toronto

**MOTION RECORD**

**ThorntonGroutFinnigan LLP**  
Barristers and Solicitors  
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100 Wellington Street West  
P.O. Box 329  
Toronto-Dominion Centre  
Toronto, ON M5K 1K7

**Grant B. Moffat** (LSUC# 32380L)  
Tel: (416) 304-0599  
Fax: (416) 304-1313

Lawyers for RSM Richter Inc. (now Richter  
Advisory Group Inc.), in its capacity as  
Receiver of AMT International Mining  
Corporation