Court File No. CV-11-9368-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT INVOLVING OLYMPUS UNITED FUNDS CORPORATION / CORPORATION DE FONDS UNIS OLYMPUS

OLYMPUS UNITED FUNDS CORPORATION / CORPORATION DE FONDS UNIS OLYMPUS, BY ITS RECEIVER, RSM RICHTER INC.

APPLICANT

MOTION RECORD
(*Returnable October 25, 2012*)

October 24, 2012

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Counsel for RSM Richter Inc., in its capacity as Receiver and Monitor of Olympus United Funds Corporation / Corporation de Fonds Unis Olympus

TO: **THIS HONOURABLE COURT**

AND TO: **THE SERVICE LIST**

SERVICE LIST

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TAB 1

Court File No. CV-11-9368-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
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IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT INVOLVING OLYMPUS UNITED FUNDS CORPORATION / CORPORATION DE FONDS UNIS OLYMPUS

OLYMPUS UNITED FUNDS CORPORATION / CORPORATION DE FONDS UNIS OLYMPUS, BY ITS RECEIVER, RSM RICHTER INC.

APPLICANT

NOTICE OF MOTION

RSM Richter Inc. ("**Richter**"), in its capacity as Court-appointed receiver (the "**Receiver**") of Olympus United Funds Corporation / Corporation de Fonds Unis Olympus (the "**Company**"), will make a motion before the Honourable Mr. Justice Campbell on Thursday, October 25, 2012 at 9:30 a.m., or as soon after that time as the motion can be heard, at 330 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 abridging the time for service of this Notice of Motion and Motion Record and dispensing with further service thereof.

2. An Order extending the Stay Period, as defined in paragraph 8 of the Initial Order dated September 7, 2011 (the "**Initial Order**") from October 31, 2012 to and including October 31, 2013.

3. An Order terminating the limitation on payment of the professional fees and disbursements of the Receiver, the Monitor and their legal counsel in connection with this proceeding contained in paragraph 17 of the Initial Order.

3. An Order approving the Sixth Report and the activities of the Monitor described therein.

4. Such further and other relief as counsel may advise and this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE AS FOLLOWS:

1. As set out in the Sixth Report.

2. Such further and other grounds as counsel may advise and this Honourable Court permits.

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

1. The Sixth Report of the Monitor and the exhibits thereto.

2. Such further and other materials as counsel may advise and this Honourable Court permit.

October 24, 2012

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IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c.C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT INVOLVING OLYMPUS UNITED FUNDS CORPORATION / CORPORATION DE FONDS UNIS OLYMPUS, OLYMPUS UNITED FUNDS CORPORATION / CORPORATION DE FONDS UNIS OLYMPUS, BY ITS RECEIVER, RSM RICHTER INC.

Applicant

Court File No.: **CV-11-9368-00CL**

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at **Toronto**

NOTICE OF MOTION

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TAB 2

Court File No. CV-11-9368-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

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OLYMPUS UNITED FUNDS CORPORATION / CORPORATION DE FONDS UNIS OLYMPUS, BY ITS RECEIVER, RSM RICHTER INC.

APPLICANT

SIXTH REPORT OF THE MONITOR
DATED OCTOBER 24, 2012

INTRODUCTION

1. This Sixth Report and its exhibits contain important information that will affect the rights of any person with a Claim against Olympus United Funds Corporation/Corporation de Fonds Unis Olympus (the "**Company**"). Capitalized terms not otherwise defined in this Sixth Report are defined in the Initial CCAA Order, attached as Exhibit "**A**", or the Plan of Compromise and Arrangement (the "**Plan**"), attached as Exhibit "**B**", filed by the Company pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**").

2. By Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated June 29, 2005 and by subsequent orders of the Court, RSM Richter Inc. ("**Richter**") was appointed as receiver (the "**Receiver**") of the Company and certain other related entities (collectively, the "**Norshield Companies**").

3. As part of its Court-ordered mandate to identify and realize upon the assets of the Company, the Receiver determined that the Company had potential Claims against KPMG LLP ("**KPMG**"), which reported upon certain of the audited financial statements of the Company.

4. KPMG has denied these Claims but, without admission of wrongdoing, agreed to a settlement with the Receiver pursuant to which KPMG agreed to pay $7.5 million (the "**Settlement Amount**") to the Company for distribution to Creditors holding Proven Claims.

5. The Plan provides that the Settlement Amount will be distributed by the Monitor to each Creditor holding a Proven Claim within 30 days of the "**Plan Implementation Date**", being the date that the Plan Conditions are satisfied.

6. The Plan Conditions have been satisfied and on October 16, 2012, the Monitor filed a Certificate with the Court confirming that the Plan Implementation Date had occurred as of that date. A copy of the Monitor's Certificate is attached as Exhibit "**C**".

7. Thereafter, in accordance with the Order of the Court dated March 19, 2012 sanctioning the Plan (the "**Sanction Order**") and the Order of the Court dated September 17, 2012 admitting certain Late Claims (as defined therein) as Proven Claims for the purpose of the Plan (the "**Late Claims Order**"), the Monitor distributed the Settlement Amount *pro rata* to all creditors holding Proven Claims as at the date of the Late Claims Order. True copies of the Sanction Order and the Late Claims Order are attached as Exhibits "**D**" and "**E**".

8. Documents relating to the CCAA Proceedings, including notices, reports of the Monitor and Orders rendered by the Court, have been posted on the Monitor's website at <u>www.rsmrichter.com/Restructuring/Olympus.aspx</u>.

PURPOSE OF THE REPORT

9. The purpose of this report ("**Sixth Report**") is to provide the Court with the evidentiary basis upon which to make an order extending the Stay Period for a period of one year from October 31, 2012 to October 31, 2013.

TERMS OF REFERENCE

10. In preparing the Sixth Report and making the comments contained herein, the Monitor has relied upon information and records available from the Company and certain related entities, as well as from third parties, including the September 30, 2003 audited financial statements (the most recent and complete financial statements available) of the Company and the other Norshield Companies. The Monitor has not audited, reviewed, or otherwise attempted to verify the accuracy or completeness of the information and, accordingly, the Monitor expresses no opinion or other form of assurance on the information contained in the Sixth Report. Future oriented financial information referred to or relied upon in the Sixth Report is based on assumptions regarding future events and conditions that are not ascertainable. The Monitor's review of this information does not encompass an audit of the financial position or operating results of any of the entities described herein. The financial information presented by the Monitor, including asset recovery information, remains subject to change in the event further information becomes available to the Monitor. Any such additional information could affect the conclusions drawn by the Monitor in the Sixth Report.

11. Unless otherwise stated, all dollar amounts contained in the Sixth Report are expressed in Canadian currency.

FURTHER DISTRIBUTIONS TO CREDITORS OF THE COMPANY

12. Section 5.5 of the Plan provides that the Monitor shall distribute to the Creditors of the Company any amounts in the possession of the Monitor other than the Settlement Amount which will be available from the receivership of the Company for distribution to the Creditors of the Company, as determined by the Monitor in its sole discretion.

13. Pursuant to Section 10.1 of the Plan, the Plan Completion Date shall occur upon receipt by the Monitor of a notice from the Receiver confirming that there is no likelihood of additional funds becoming available for distribution to Creditors in accordance with Section 5.5 of the Plan. At that point, the Sanction Order authorizes and directs the Monitor to file a certificate with the Court confirming that the Plan has been completed, which will also have the result of discharging the Monitor and releasing it from further obligations or responsibilities under the Plan.

14. As of the date of this Sixth Report, the Receiver anticipates that additional funds will be available from the receivership of the Company for distribution to the Creditors. However, the Receiver is unable to determine at this point when those funds will become available. Funds will only be made available to the Receiver for distribution to the Creditors following completion of the claims processes currently underway in Barbados with respect to Olympus United Bank and Trust SCC and in the Commonwealth of The Bahamas with respect to Olympus Univest Ltd. and Mosaic Composite Limited (U.S.), Inc.

15. Based on information currently available to the Receiver, the Receiver anticipates that the foregoing claims processes could be substantially if not fully completed within the next 12 months. In the circumstances, the Receiver and the Monitor have therefore determined that it is appropriate to extend the Stay Period for a corresponding period of time in order to preserve the CCAA Proceeding for the purpose of carrying out any further distribution of funds to Creditors holding Proven Claims. The claims process that was completed within the CCAA proceedings clearly determines and identifies the Creditors holding Proven Claims within the receivership proceedings and therefore provides a definite framework within which further distributions may be completed. In the Monitor's view, maintaining the CCAA Proceedings will be more cost effective to carry out any further distributions to Creditors holding Proven Claims within the receivership proceedings.

MODIFICATIONS REQUIRED TO INITIAL ORDER

16. As noted in the Monitor's First Report to the Court, it was a term of the settlement with KPMG that KPMG would, without admission, make a contribution of up to $750,000 in reimbursement of the professional fees and disbursements incurred in connection with the CCAA Proceedings and any related proceedings by the Receiver, the Monitor and their legal counsel, the whole in accordance with the minutes of settlement between KPMG and the Receiver (the "**Minutes of Settlement**").

17. In order to provide certainty to the Creditors that the Settlement Amount available for distribution to them would not be depleted through payment of the Monitor's professional fees, the Monitor, the Receiver and their legal counsel agreed, and the Initial Order provides, that they would not seek reimbursement for any of their fees and disbursements in excess of the $750,000 paid by KPMG as described above. In fact, the professional fees of the Monitor, the Receiver and their legal counsel have exceeded the foregoing maximum amount for the period ending on the Plan Implementation Date.

18. The limitation on payment of professional fees contained in the Initial Order was intended to provide certainty as to the distribution to Creditors under the settlement with KPMG and would have terminated upon completion of the CCAA Proceedings. The limitation on professional fees was not intended to apply to professional fees and disbursements of the Monitor, the Receiver and their legal counsel incurred in connection with any subsequent distributions to the Creditors of funds other than the Settlement Amount. Given that the Plan Implementation Date has occurred and the Monitor has distributed the Settlement Amount, the Monitor respectfully requests that the limitation on payment of professional fees and disbursements contained in paragraph 17 of the Initial Order be terminated effective as of the Plan Implementation Date. The Monitor, the Receiver and their legal counsel do not seek payment of their fees and disbursements for the period ending on the Plan Implementation Date in excess of the $750,000 paid by KPMG.

MONITOR'S RECOMMENDATIONS

19. The Monitor believes that the Creditors would not be prejudiced by an extension of the Stay Period to October 31, 2013. The Company, through the Receiver, has acted and continues to act in good faith and with due diligence in all matters and that circumstances exist that make an extension of the Stay Period appropriate.

20. For the reasons set out above, the Monitor therefore recommends that the Court grant an order:

    (i) extending the Stay Period from October 31, 2012 to October 31, 2013;

    (ii) terminating the limitation on payment of professional fees and disbursements of the Monitor, the Receiver and their legal counsel contained in paragraph 17 of the Initial Order effective as of the Plan Implementation Date; and

    (iii) approving the Sixth Report and the activities of the Monitor described herein.

All of which is respectfully submitted at Toronto, Ontario this 24th day of October, 2012.

RSM RICHTER INC.
in its capacity as Monitor of
Olympus United Funds Corporation /
Corporation de Fonds Unis Olympus

Per: ______________________

Raymond Massi, CPA CA CIRP
Partner

Exhibits

Exhibit "A"	Initial CCAA Order
Exhibit "B"	Plan
Exhibit "C"	Monitor's Certificate
Exhibit "D"	Sanction Order
Exhibit "E"	Late Claims Order

TAB A

EXHIBIT "A"

Court File No. CV-11-9368-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MR.	)	WEDNESDAY, THE 7th DAY
	)	
JUSTICE COLIN CAMPBELL	)	OF SEPTEMBER, 2011

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT INVOLVING OLYMPUS UNITED FUNDS CORPORATION / CORPORATION DE FONDS UNIS OLYMPUS

OLYMPUS UNITED FUNDS CORPORATION / CORPORATION DE FONDS UNIS OLYMPUS, BY ITS RECEIVER, RSM RICHTER INC.

Applicant

INITIAL ORDER

THIS APPLICATION, made by the Applicant, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Raymond Massi sworn August 30, 2011 and the Schedules thereto, and on hearing the submissions of counsel for RSM Richter Inc. ("**Richter**" or "**Receiver**"), in its capacity as the Court-appointed receiver of the Applicant Olympus United Funds Corporation / Corporation de Fonds Unis Olympus ("**Olympus Funds**") and of counsel for KPMG LLP ("**KPMG**"), and on reading the consent of Richter to act as the Monitor,

SERVICE

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

APPLICATION

2. THIS COURT ORDERS AND DECLARES that Olympus Funds is a company to which the CCAA applies, and that the term "creditors" used herein shall include the retail investors who invested funds with Olympus Funds.

PLAN OF ARRANGEMENT

3. THIS COURT ORDERS that the Applicant shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "**Plan**").

POSSESSION OF PROPERTY AND OPERATIONS

4. THIS COURT ORDERS that the Receiver shall remain in possession and control of Olympus Funds' current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"). Subject to further Order of this Court, the Receiver shall continue to exercise the powers granted to it pursuant to the Receivership Orders of this Court dated June 29, 2005 and July 14, 2005, and all subsequent Orders in that proceeding bearing Court file number 05-CL-5965. The Receiver shall be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively "**Assistants**") currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable for the carrying out of the terms of this Order.

5. THIS COURT ORDERS that, except as otherwise provided to the contrary in paragraph 17 or elsewhere herein, the Receiver shall be entitled but not required to cause Olympus Funds to pay all reasonable expenses incurred by Richter, in its capacity as Receiver or Monitor, in carrying out the provisions of this Order, which expenses shall include, without limitation, all

expenses reasonably necessary for the preservation of the Property including, without limitation, payments on account of insurance, maintenance and security services.

6. THIS COURT ORDERS that Richter shall cause Olympus Funds to remit, in accordance with legal requirements, or pay:

(a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;

(b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by Olympus Funds in connection with the sale of goods and services by Olympus Funds where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order, and

(c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of Olympus Funds' business (the "**Business**").

7. THIS COURT ORDERS that, except as specifically permitted herein, the Applicant is hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by Olympus Funds to any of its creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities.

NO PROCEEDINGS AGAINST THE APPLICANT, THE PROPERTY OR THE KPMG RELEASEES

8. THIS COURT ORDERS that until and including September 30, 2011, or such later date as this Court may order (the "**Stay Period**"):

(a) no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**") shall be commenced or continued against or in respect of Olympus Funds or Richter, either in its capacity as Receiver or Monitor, or affecting the Property, except with the written consent of the Monitor or with leave of this Court; and

(b) no claims relating directly or indirectly to Olympus Funds, Norshield Asset Management (Canada) Ltd. / Gestion de Placements Norshield (Canada) Ltée, Norshield Investment Partners Holdings Ltd. / Gestion des Partenaires d'Investissement Norshield Ltée, Olympus United Funds Holdings Corporation, Olympus United Bank and Trust SCC, Olympus United Group Inc. / Groupe Olympus United Inc., Norshield Capital Management Corporation / Corporation Gestion de l'Actif Norshield and Honeybee Software Technologies Inc. / Technologies de Logiciels Honeybee Inc. (formerly Norshield Investment Corporation/Corporation d'Investissement Norshield) that have been, that could be, or that could have been asserted against KPMG Canada, KPMG LLP (Canada), KPMG Barbados, all other member firms of KPMG International and their related or affiliated entities and their respective past, present and future partners, officers, directors, employees, servants, agents, assigns, insurers and counsel (each a "**KPMG Releasee**") ("**KPMG Claims**") shall be commenced or continued against the KPMG Releasees, except with the written consent of the Monitor and the consent of the applicable KPMG Releasee, or with leave of this Court; and

(c) any and all Proceedings currently under way against or in respect of the Applicant, the Receiver or the Property, and any and all Proceedings against the KPMG Releasees in respect of KPMG Claims, are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

9. THIS COURT ORDERS that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of Olympus Funds or Richter, either in its capacity as Receiver or Monitor, or affecting the Property, or against the KPMG Releasees in respect of KPMG Claims, are hereby stayed and suspended except with the written consent of the Monitor and, as the case may be, the consent of the applicable KPMG Releasee, or leave of this Court, provided that nothing in this Order shall (i) empower Olympus Funds to carry on any business which Olympus Funds is not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

10. THIS COURT ORDERS that during the Stay Period, 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 Olympus Funds, except with the written consent of the Monitor or leave of this Court.

NON-DEROGATION OF RIGHTS

11. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

APPOINTMENT OF MONITOR

12. THIS COURT ORDERS that Richter is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of Olympus Funds, with the powers and obligations set out in the CCAA or set forth herein and that Olympus Funds and its shareholders, officers, directors, and Assistants shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

13. THIS COURT ORDERS that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

(a) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;

(b) participate in the development of the Plan and any amendments to the Plan;

(c) participate in the holding and administering of creditors' or shareholders' meetings for voting on the Plan;

(d) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and

(e) perform such other duties as are required by this Order or by this Court from time to time.

14. THIS COURT ORDERS that nothing herein contained shall require the Monitor 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*, the Ontario *Occupational Health and Safety Act*, the Quebec *Environment Quality Act* or the Quebec *Act respecting occupational health and safety*, and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor'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.

15. THIS COURT ORDERS that the Monitor shall respond to reasonable requests for information made to it in writing by any creditor of Olympus Funds, subject to and in accordance with the July 23, 2007 Order of this Court and the Investor Communications Protocol attached as Schedule A thereto. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph.

16. THIS COURT ORDERS that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, Richter, whether acting as Receiver and/or Monitor, shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded to Richter by the CCAA or any applicable legislation.

17. THIS COURT ORDERS that Richter, in its capacity as Monitor and Receiver, and its legal counsel, shall be paid their reasonable fees and disbursements incurred in connection with these CCAA proceedings, in each case at their standard rates and charges, only from the maximum amount of CAD $750,000 to be paid by KPMG, the whole in accordance with the confidential Minutes of Settlement agreement between the Receiver and KPMG. The fees and disbursements of Me Jean Fontaine of the law firm Stikeman Elliott LLP, as representative counsel on behalf of all individual natural persons who invested funds with or through, *inter alia*, Olympus Funds ("**Representative Counsel**"), shall continue to be paid in accordance with the February 7, 2006 Representative Counsel Order and the July 14, 2005 Order rendered by this Court.

SERVICE AND NOTICE

18. THIS COURT ORDERS that Richter, in its capacity as Receiver and/or Monitor shall (i) without delay, publish in the Globe and Mail, the Montreal Gazette, *La Presse* and a local newspaper in Vancouver a notice containing the information prescribed under the CCAA, as well as other information that it may determine in its discretion to be appropriate, (ii) within twenty days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, and (B) send, in the prescribed manner, a notice to every known creditor who has a claim against Olympus Funds, or a KPMG Claim against a KPMG Releasee, of more than $1,000, and (C) be exempt from filing, distribution and/or communication of:

(a) the financial documentation prescribed in Sections 10(2) and 23(1)(b) and (d) of the CCAA; or

(b) a list of names and addresses of creditors of Olympus Funds and the estimated amounts of their claims, referred to in Section 23(1)(a) of the CCAA and the regulations made thereunder, which shall be treated as confidential until further Order of this Court.

19. THIS COURT ORDERS that Richter, in its capacity as Receiver or Monitor, be at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission to the creditors of Olympus Funds or other interested parties at their respective addresses as last shown on the records of Olympus Funds and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

20. THIS COURT ORDERS that Richter, in its capacity as Receiver or Monitor, and any party who has filed a Notice of Appearance, may serve any court materials in these proceedings by e-mailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the Service List from time to time, and Richter, in its capacity as Receiver or Monitor, may post a copy of any or all such materials on its website at http://www.rsmrichter.com/Restructuring/Norshield.aspx.

GENERAL

21. THIS COURT ORDERS that Richter, in its capacity as Receiver or Monitor, may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

22. THIS COURT ORDERS that nothing in this Order shall prevent the Monitor from acting as an interim receiver, Receiver, a receiver and manager, or a trustee in bankruptcy of Olympus Funds, the Business or the Property.

23. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, Barbados, The Bahamas, the Cayman Islands or any other nation or state, to give effect to this Order and to assist Richter, in its capacity as Receiver or Monitor, and its respective 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 Richter, in its capacity as Receiver or Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to carry out the terms thereof, and to grant representative status to the Monitor in any foreign proceeding.

24. THIS COURT ORDERS that Richter, in its capacity as Receiver or Monitor, 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, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

25. THIS COURT ORDERS that any interested party (including Richter, in its capacity as Receiver or Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

26. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.

THE HONOURABLE MR. JUSTICE COLIN CAMPBELL

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

SEP 07 2011

NB

PER/PAR:

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT INVOLVING OLYMPUS UNITED FUNDS CORPORATION / CORPORATION DE FONDS UNIS OLYMPUS, BY ITS RECEIVER, RSM RICHTER INC.

APPLICATION UNDER SECTIONS 8, 11, 11.02 AND 42 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

Court File No. CV-11-9368-00CL

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

INITIAL ORDER

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TAB B

EXHIBIT "B"

PLAN OF COMPROMISE AND ARRANGEMENT

PURSUANT TO THE
COMPANIES' CREDITORS ARRANGEMENT ACT (CANADA)

INVOLVING:

OLYMPUS UNITED FUNDS CORPORATION / CORPORATION DE FONDS UNIS OLYMPUS

November 29, 2011

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PLAN OF COMPROMISE AND ARRANGEMENT

PURSUANT TO THE
COMPANIES' CREDITORS ARRANGEMENT ACT (CANADA)

ARTICLE 1 - INTERPRETATION

1.1 Definitions

In this Plan:

"**Applicant**" means Olympus Funds, by the Receiver;

"**Approval Meeting**" means a meeting of Creditors, held pursuant to the Meeting Order, to vote on the Plan, and includes any meeting or meetings resulting from the adjournment thereof;

"**Business Day**" means a day other than a Saturday or Sunday on which banks are generally open for business in Toronto, Ontario, and Montreal, Quebec;

"**CCAA**" means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;

"**CCAA Proceedings**" means the proceedings under the CCAA commenced by the Applicant;

"**Claim**" means a right, interest, obligation, debt, due, sum of money, account, reckoning, claim for damages, action, allegation, cause of action, counterclaim or demand whatsoever, whether known or unknown, in law or equity, of whatever kind or character, suspected, fixed or contingent;

"**Claims Bar Date**" means the March 31, 2010 bar date referred to at paragraphs 5(b) and (f) of the Claims Process Order;

"**Claims Process Order**" means the January 5, 2010 Order rendered by the Ontario Court in file number 05-CL-5965;

"**Creditor**" means a Retail Investor or other Person who (i) delivered to the Receiver a Proof of Investment or Proof of Claim in respect of Olympus Funds by the Claims Bar Date; or (ii) whose Claim in respect of Olympus Funds was permitted by the Monitor or by the Ontario Court to be filed after the Claims Bar Date, the whole subject to the Monitor's right to disallow such Claim in accordance with the Meeting Order and Claims Process Order;

"**Creditor Claim**" means the value of a Creditor's Claim against Olympus Funds on June 29, 2005, subject to review by the Monitor in accordance with the Meeting Order and Claims Process Order;

"**Effective Time**" means the first moment in time on the Plan Implementation Date;

"**Excepted Claim**" has the meaning given to that term in Section 9.5 hereof;

"**Information Meeting**" means a meeting or meetings of Creditors that the Applicant may choose to hold pursuant to the Meeting Order, in its discretion, to provide information to Creditors in respect of the Plan, and includes any meeting or meetings resulting from an adjournment thereof;

"**Initial CCAA Order**" means the initial order of the Ontario Court dated September 7, 2011, pursuant to which, among other things, the Ontario Court granted a stay of proceedings with respect to Olympus Funds, as same may be further amended from time to time;

"**KPMG Claim**" means any Claim relating directly or indirectly to any of the Norshield Companies that has been, that could be, or that could have been asserted against the KPMG Releasees;

"**KPMG Releasee**" means any of KPMG Canada, KPMG LLP (Canada), KPMG Barbados, all other member firms of KPMG International and their related or affiliated entities and their respective past, present and future partners, officers, directors, employees, servants, agents, assigns, insurers and counsel;

"**Meeting**" means an Information Meeting or an Approval Meeting;

"**Meeting Order**" means the Order of the Ontario Court dated November 29, 2011, regarding, *inter alia*, the calling and holding of the Meetings;

"**Monitor**" means Richter, in its capacity as monitor of Olympus Funds, appointed pursuant to the Initial CCAA Order;

"**Norshield Companies**" means Olympus Funds, Norshield Asset Management (Canada) Ltd. / Gestion de Placements Norshield (Canada) Ltée, Norshield Investment Partners Holdings Ltd. / Gestion des Partenaires d'Investissement Norshield Ltée, Olympus United Funds Holdings Corporation, Olympus United Bank and Trust SCC, Olympus United Group Inc. / Groupe Olympus United Inc., Norshield Capital Management Corporation / Corporation Gestion de l'Actif Norshield and Honeybee Software Technologies Inc. / Technologies de Logiciels Honeybee Inc. (formerly Norshield Investment Corporation/Corporation d'Investissement Norshield);

"**Olympus Funds**" means Olympus United Funds Corporation / Corporation de Fonds Unis Olympus;

"**Ontario Court**" means the Superior Court of Justice (Ontario);

"**Order**" means an order of the Ontario Court in the CCAA Proceedings;

"**Person**" means any individual, partnership, limited partnership, limited liability company, joint venture, trust, trustee, corporation, unincorporated organization, government, agency, regulatory body or instrumentality thereof, legal personal representative or litigation guardian, or any other entity howsoever designated or constituted;

"**Plan**" means this plan of compromise or arrangement and all schedules hereto, as same may be amended hereafter in accordance with Section 11.1 herein;

"**Plan Completion Date**" means the Business Day on which the Monitor has completed and filed a certificate in accordance with Section 10.1 of this Plan;

"**Plan Implementation Date**" means the Business Day on which the conditions precedent to implementation of this Plan as set out in Section 7.1 hereof have been satisfied or fulfilled, and the Monitor has completed and filed its certificate in accordance with Section 7.2 of this Plan;

"**Proof of Claim**" means the form attached as Schedule B to the Claims Process Order;

"**Proof of Creditor Claim**" means the form circulated by the Monitor to Persons who are not known Creditors, which must be properly completed, supported and delivered to the Monitor in order for such Persons to be considered for eligibility to vote at the Approval Meeting;

"**Proof of Investment**" means the form attached as Schedule A to the Claims Process Order;

"**Proposed Class Action**" means a putative class action commenced on or about May 9, 2008 in the Quebec Superior Court file 500-06-000434-080 against KPMG Canada by Sheila Calder on her own behalf and on behalf of the Retail Investors, as subsequently amended on or about December 1, 2009 by an Amended Motion for Authorisation to Exercise a Class Action;

"**Proven Claim**" means a Creditor Claim that was properly filed with Richter, in its capacity either as Receiver or Monitor, to the extent that it was allowed in whole or in part by (a) the Monitor, or (b) the Ontario Court, following an appeal from the determination of the Monitor;

"**Quebec Court**" means the Quebec Superior Court;

"**Retail Investor**" means any Person who invested funds in, with or through Olympus Funds;

"**Receiver**" means Richter, in its capacity as receiver of one or more of the Norshield Companies, appointed pursuant to the provisions of the Ontario *Securities Act* and *Courts of Justice Act* by Orders of the Ontario Court dated June 29, July 14, September 9 and October 14, 2005;

"**Representative Counsel**" means Jean Fontaine of the law firm of Stikeman Elliott LLP in his capacity as representative counsel of all individual natural persons who invested funds with or through the Norshield Companies, appointed by Orders of the Ontario Court dated July 14, 2005 and February 7, 2006;

"**Richter**" means RSM Richter Inc.;

"**Sanction Order**" means an order of the Ontario Court approving this Plan;

"**Settlement Amount**" means Seven Million Five Hundred Thousand Canadian Dollars (CAD$7,500,000);

"**Unaffected Claim**" has the meaning given to that term in Section 3.3 hereof;

"**Unaffected Creditor**" means any Person holding Unaffected Claims, to the extent of those Unaffected Claims;

"**Unconfirmed Vote**" means a vote cast at the Approval Meeting and marked by the Monitor as relating not to a Proven Claim, but to a Claim which the Monitor revised or disallowed in whole or in part and which remains in dispute;

"**Unconfirmed Voting Claim**" means a Creditor Claim in respect of which the Creditor's vote is an Unconfirmed Vote; and

"**Website**" means the website established by the Monitor for purposes of the Plan and having the following address: http://www.rsmrichter.com/Restructuring/Olympus.aspx.

1.2 Certain Rules of Interpretation

In this Plan and all schedules hereto:

(a) the division of this Plan into articles, sections, subsections and clauses and the insertion of headings and a table of contents are for convenience of reference only and shall not affect the construction or interpretation of this Plan. The terms "this Plan", "hereof", "hereunder", "herein" and similar expressions refer to this Plan and not to any particular article, section, subsection or clause and include any plan supplemental hereto. Unless otherwise indicated, any reference in this Plan to an article, section, subsection, clause or schedule refers to the specified article, section, subsection, clause or schedule of or to this Plan;

(b) the use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision of this Plan or a schedule hereto to such Person (or Persons) or circumstances as the context otherwise permits;

(c) the words "includes" and "including" and similar terms of inclusion shall not, unless expressly modified by the words "only" or "solely", be construed as terms of limitation, but rather shall mean "includes without limitation" and "including without limitation", so that references to included matters shall be regarded as illustrative without being either characterizing or exhaustive;

(d) unless otherwise specified, all references to time herein and in any document issued pursuant hereto mean local time in Toronto, Ontario and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day. Unless otherwise specified, the time period within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next succeeding Business Day if the last day of the period is not a Business Day; and

(e) unless otherwise provided, any reference to a statute, or other enactment of parliament or a legislature includes all regulations made thereunder, all enactments to or re-enactments of such statute or regulations in force from time to time, and, if applicable, any statute or regulation that supplements or supersedes such statute or regulation.

ARTICLE 2 - PURPOSE AND EFFECT OF THE PLAN

2.1 Purpose

The purpose of this Plan is to enable Olympus Funds to obtain the Settlement Amount and to make the maximum possible distribution to its Creditors of the Settlement Amount and other available realizations.

2.2 Affected Persons

This Plan will be implemented pursuant to the CCAA. On the Plan Implementation Date, subject to Section 3.3 hereof and subject to the satisfaction of the conditions contained in Section 7.1 herein, this Plan will be binding upon all Creditors and all other Persons in accordance with its terms.

ARTICLE 3 - CLASSIFICATION OF CREDITORS

3.1 Class of Creditors

The sole class for the purpose of considering and voting on this Plan shall be the class consisting of Creditors. For greater certainty:

(a) Retail Investors and other Creditors shall not vote as separate classes;

(b) Retail Investors holding Olympus Funds shares of different classes shall not vote as separate classes; and

(c) Retail Investors whose redemption requests were accepted by Olympus Funds but remain unfulfilled shall not vote as a separate class.

3.2 Creditor Identification Procedure

Creditor Claims delivered by Proof of Investment or Proof of Claim to the Receiver by the Claims Bar Date shall be reviewed by the Monitor in accordance with the Meeting Order as if they had been filed in respect of the Plan, and Creditors need not deliver to the Monitor a Proof of Creditor Claim in respect thereof.

All other Persons seeking to be treated as Creditors shall identify their respective Claims to the Monitor for review, in accordance with the Meeting Order.

3.3 Unaffected Claims

Save and except for KPMG Claims against KPMG Releasees, this Plan does not compromise, release or otherwise affect any rights or claims:

(a) for fees and expenses authorized pursuant to paragraph 5 of the Initial CCAA Order, incurred in the provision of goods and services in the administration and management of Olympus Funds or relating to the CCAA Proceedings;

(b) of the Applicant, the Monitor and of its counsel; or

(c) that fall within Section 6(3), 6(5) or 6(6) of the CCAA.

Each of the foregoing rights and claims set out in this Section 3.3 is referred to herein as an "**Unaffected Claim**".

ARTICLE 4 - TREATMENT OF CREDITORS

4.1 Treatment of Claims

Creditor Claims shall be determined by the Monitor or the Ontario Court in accordance with the Meeting Order and paragraphs 5(g) to 5(l) of the Claims Process Order.

On the Plan Implementation Date, the Claims affected by this Plan will be compromised, released and otherwise affected in accordance with the terms of this Plan.

4.2 Voting Rights of Creditors

Subject to this Plan and the Meeting Order, each Creditor having a Proven Claim shall be entitled to one vote in the Creditor's class in an amount equal to such Creditor's Proven Claim. Furthermore, votes in respect of Unconfirmed Voting Claims will be recorded by the Monitor, subject to further determination in accordance with the Meeting Order. The procedure for determining the validity and quantum of the Creditor Claims for voting purposes shall be governed by the Meeting Order.

4.3 Unaffected Creditors

Notwithstanding anything to the contrary herein, each Person who has an Unaffected Claim shall not be entitled to vote or to receive any distribution under this Plan in respect of such Unaffected Claim. All Unaffected Claims shall be unaffected by the CCAA Proceedings and principal and interest shall continue to accrue notwithstanding the CCAA Proceedings.

ARTICLE 5 - DISTRIBUTIONS

5.1 Employees (Section 6(5) CCAA)

Immediately after the rendering of the Sanction Order and the expiry of all appeal periods relating thereto or the affirmation of the Sanction Order in such appeals, employees and former employees of Olympus Funds shall receive payment of:

(a) amounts at least equal to the amounts that they would have been qualified to receive under paragraph 136(1)(d) of the *Bankruptcy and Insolvency Act* if Olympus Funds had become bankrupt on the day on which proceedings commenced under the CCAA; and

(b) wages, salaries, commissions or compensation for services rendered after the Initial CCAA Order and before the Sanction Order, together with, in the case of travelling salespersons, disbursements properly incurred by them in and about Olympus Funds' business during the same period.

The inclusion of this Section 5.1 herein does not constitute any admission or acknowledgment by Olympus Funds as to the existence of any employees or former employees.

5.2 Crown claims (Section 6(3) CCAA)

Within six (6) months after the date of the Sanction Order and the expiry of all appeal periods relating thereto or the affirmation of the Sanction Order in such appeals, all amounts that were outstanding at the time of the Applicant's application for an order under Section 11 or 11.02 of the CCAA and that are of a kind that could be subject to a demand under:

(a) subsection 224(1.2) of the *Income Tax Act*;

(b) any provision of the *Canada Pension Plan* or of the *Employment Insurance Act* that refers to subsection 224(1.2) of the *Income Tax Act* and provides for the collection of a contribution, as defined in the *Canada Pension Plan*, an employee's premium, or employer's premium, as defined in the *Employment Insurance Act*, or a premium under Part VII.1 of that Act, and of any related interest, penalties or other amounts; or

(c) any provision of provincial legislation that has a purpose similar to subsection 224(1.2) of the *Income Tax Act*, or that refers to that subsection, to the extent that it provides for the collection of a sum, and of any related interest, penalties or other amounts, and the sum:

   (i) has been withheld or deducted by a person from a payment to another person and is in respect of a tax similar in nature to the income tax imposed on individuals under the *Income Tax Act*, or

   (ii) is of the same nature as a contribution under the *Canada Pension Plan* if the province is a "province providing a comprehensive pension plan" as defined in subsection 3(1) of the *Canada Pension Plan* and the provincial legislation establishes a "provincial pension plan" as defined in that subsection;

shall be paid in full to Her Majesty in right of Canada or a province, as applicable.

The inclusion of this Section 5.2 herein does not constitute any admission or acknowledgment by Olympus Funds as to the existence of any such outstanding amounts.

5.3 Payment of Professional and Administrative Expenses

On the Plan Implementation Date, all outstanding fees and disbursements payable under any Order shall be fully paid, or a reserve for such amount fully funded, as determined by the Monitor. Parties entitled to be paid hereunder shall have sixty (60) days from the Plan Implementation Date, or such later date as may be agreed with the Monitor, to submit final invoices to the Monitor for payment. Any reserve shall be administered by the Monitor.

5.4 Initial Distribution

Within thirty (30) days of the Plan Implementation Date, the Monitor shall distribute to the Creditors the Settlement Amount, less any amounts required to be paid pursuant to this Article 5 as determined by the Monitor in its sole discretion.

5.5 Subsequent Distribution(s)

From time to time, the Monitor shall distribute to the Creditors any other amounts in the possession of the Monitor which will be available from the receivership of the Applicant for distribution to Creditors, as determined by the Monitor in its sole discretion.

5.6 Distributions *Pro Rata* and *Pari Passu*

All distributions made to Creditors pursuant hereto shall be made on a *pro rata, pari passu basis* among such Creditors, considering the amounts of their respective Proven Claims. For greater certainty, no distinction shall be made among:

(a) Retail Investors and other Creditors;

(b) Retail Investors holding Olympus Funds shares of different classes; and

(c) Retail Investors whose redemption requests were accepted by Olympus Funds but remain unfulfilled, and other Retail Investors.

ARTICLE 6 - SANCTION ORDER

6.1 Application for Sanction Order

The application for the Sanction Order shall be brought by the Monitor as soon as reasonably practicable following the approval of this Plan by the requisite majorities of Creditors voting at the Approval Meeting.

6.2 Effect of Sanction Order

In addition to sanctioning this Plan, and subject to the discretion of the Ontario Court, the Sanction Order shall, among other things and without limitation:

(a) direct and authorize the distributions contemplated under this Plan;

(b) declare that the compromises, releases and injunctions effected hereby are approved, binding and effective as of the Plan Implementation Date upon all Creditors, the Monitor and all other Persons affected by this Plan;

(c) provide that no Person who is a party to any obligation or agreement with Olympus Funds shall, following the Plan Implementation Date, accelerate, terminate, rescind, refuse to perform or repudiate its obligations thereunder, or enforce or exercise any right (including any right of set-off, dilution or other remedy) or make any demand under or in respect of any such obligation or agreement, by reason:

(i) of any event(s) that occurred on or prior to the Plan Implementation Date that would have entitled any other Person thereto to enforce those rights or remedies (including defaults or events of default arising as a result of the insolvency of Olympus Funds);

(ii) of the fact that relief under the CCAA has been sought or obtained in respect of Olympus Funds or that the CCAA Proceedings have been commenced or completed; or

(iii) of any compromises or arrangements effected pursuant to this Plan;

(d) confirm the effect of the Meeting Order;

(e) provide for a release of the KPMG Releasees in a form consistent with Section 9.1 hereof and a bar order in a form consistent with Section 9.2 hereof;

(f) provide that Richter shall be discharged and released from its role as Monitor on the Plan Completion Date, save and except with respect to any remaining duties or powers required to implement and give effect to the terms of this Plan.

ARTICLE 7 - CONDITIONS PRECEDENT

7.1 Conditions Precedent to Implementation of Plan

The implementation of this Plan shall be conditional upon the fulfillment of the following conditions on or before the Plan Implementation Date:

(a) **Approval by Creditors**: The Plan shall have been approved pursuant to the CCAA by the Creditors' class;

(b) **Granting of Sanction Order**: The Sanction Order shall have been granted by the Ontario Court in a form acceptable to the Applicant and KPMG;

(c) **Expiry of Appeal Periods**: The appeal periods and any periods for leave to appeal with respect to the Sanction Order shall have expired without an appeal or application for leave to appeal of such Order having been commenced or, in the event of an appeal or application for leave to appeal, a final determination denying leave to appeal or dismissing such appeal and affirming and recognizing the sanctioning of this Plan, as the case may be, shall have been made by the applicable appellate court, with no further right of appeal;

(d) **Receipt of Settlement Amount**: The Monitor shall have received the Settlement Amount from KPMG Canada or its agents within thirty (30) days following the later of the following events: (i) the rendering of the Sanction Order or, if appealed, or sought to be appealed, then, (ii) the date such appeal is withdrawn or finally dismissed, (iii) within five (5) Business Days of the dismissal of the Proposed Class Action by the Quebec Court ("**Quebec Class Action Dismissal Order**"), and (iv) if the Quebec Class Action Dismissal Order is appealed or sought to be appealed, the date such appeal is withdrawn or finally dismissed;

(e) **Completion of Necessary Documentation**: The execution and delivery by all relevant Persons of all agreements, settlements, resolutions, indentures, releases, documents and other instruments that are necessary to be executed and delivered to implement and give effect to all material terms and provisions of this Plan;

(f) **Recognition Order:** The issuance of an order by the Quebec Court recognizing and giving effect to the Sanction Order; and

(g) **Quebec Class Action Dismissal Order:** The issuance of the Quebec Class Action Dismissal Order by the Quebec Court.

7.2 Monitor's Certificate

Upon the satisfaction of the conditions set out in Section 7.1 hereof, the Monitor shall file with the Ontario Court in the CCAA Proceedings a certificate that states that all conditions precedent set out in Section 7.1 of this Plan have been satisfied and that the Plan Implementation Date has occurred.

7.3 Termination of Plan for Failure to Become Effective

If the Plan Implementation Date shall not have occurred on or before one hundred and twenty (120) days following the date of the Sanction Order, or such later date as the Applicant may stipulate, then, subject to further Order of the Ontario Court, this Plan shall automatically terminate and be of no further force or effect; provided that this Plan shall not automatically terminate pursuant to this section if the sole basis for the non-occurrence of the Plan Implementation Date is the pendency of any appeal or application for leave to appeal with respect to the Sanction Order.

ARTICLE 8 - EFFECT OF PLAN

8.1 Effect of Plan Generally

The Plan (including, without limitation, the releases and injunctions contained in the Plan), upon being sanctioned and approved by the Ontario Court pursuant to the Sanction Order, shall be binding on the Plan Implementation Date on the Creditors and all other Persons (and each of their respective heirs, executors, administrators, guardians, legal personal representatives, successors and assigns) irrespective of the jurisdiction in which such Creditors and other Persons reside, or in which the Claims arose.

8.2 Consents and Agreements

On the Plan Implementation Date, each Creditor shall be deemed to have consented and agreed to all of the provisions of this Plan in its entirety. In particular, each Creditor shall be deemed:

(a) to have executed and delivered to the Monitor all consents, releases or agreements required to implement and carry out this Plan in its entirety; and

(b) to have agreed that, if there is any conflict between the provisions, express or implied, of any agreement or other arrangement, written or oral, existing between such Creditor and the Applicant at the Plan Implementation Date (other than those entered into by the Applicant in writing on or after the date hereof) and the provisions of this Plan, the provisions of this Plan take precedence and priority and the provisions of such agreement or other arrangement shall be deemed to be amended accordingly.

8.3 Exculpation

Richter, in its capacity as Monitor (including its affiliates, directors, officers, employees, associated individuals, agents and representatives) and all of its professional advisors and legal counsel shall have no liability or obligation to any Person for their role, or any act or omission, in connection with their appointments as Monitor or advisors or counsel thereto, the CCAA Proceedings, activities undertaken in preparation for or anticipation of the CCAA Proceedings, the Plan, the pursuit of sanctioning of the Plan, the consummation and implementation of the Plan, the administration of the Plan or the property to be distributed under the Plan, from the date of their appointments to the earlier of the date of their discharges from those appointments, or the Plan Completion Date.

Richter, in its capacity as Receiver for the Norshield Companies prior to its appointment as Monitor (including its affiliates, directors, officers, employees, associated individuals, agents and representatives) and all of its professional advisors and legal counsel, shall have no liability or obligation to any Person for their role, or any act or omission, in connection with their appointments as Receiver or advisors or counsel thereto, the administration of the Norshield Companies or the assets thereof, from the date of their appointments to the earlier of the date of their discharges from those appointments, or the Plan Completion Date.

Representative Counsel (including his associated individuals, agents and representatives) shall have no liability or obligation to any Person for his role, or any act or omission, in connection with his appointment as Representative Counsel, from the date of the appointment to the earlier of the date of his discharge from that appointment, or the Plan Completion Date.

ARTICLE 9 - RELEASES AND INJUNCTIONS

9.1 Release of the KPMG Releasees

For good and valuable consideration, immediately upon the Plan Implementation Date having occurred, the Receiver of Olympus Funds, the Retail Investors of Olympus Funds, all other Creditors affected by the Plan, their respective current officers, directors, employees, servants, agents, heirs, administrators, successors, assigns and any Person who claims a right or interest through them, will be deemed to have fully, finally and forever released, acquitted and forever discharged, without qualification or limitation, the KPMG Releasees, separately and jointly, of and from any and all KPMG Claims.

Notwithstanding the foregoing, nothing herein shall release or discharge a KPMG Releasee from its obligations, if any, under the Plan or under the confidential minutes of settlement executed by KPMG and the Receiver. This Section 9.1 does not apply to Excepted Claims.

9.2 Injunction

On the Plan Implementation Date, all Persons (regardless of whether or not such Persons are Creditors), including the Receiver, the Retail Investors, any retail investors in or creditors of any of the Norshield Companies, together with their respective affiliates, present and former officers, directors, employees, associated individuals, auditors, financial advisors, legal counsel, other professionals, sureties, insurers, indemnitees, agents, dependents, heirs, representatives and assigns, as applicable, are permanently and forever barred, estopped, stayed and enjoined, on and after the Effective Time, with respect to the KPMG Claims and with respect to all Claims against Richter as Monitor or as Receiver, and with respect to all Claims against Representative Counsel, from (i) commencing, conducting or continuing in any manner, directly or indirectly, any action, suits, demands or other proceedings of any nature or kind whatsoever (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum and further including proceedings for past, present or future legal fees, disbursements and/or taxes relating directly or indirectly to the Proposed Class Action and any authorized or certified class action resulting therefrom) against the KPMG Releasees or against the Monitor or Receiver; (ii) levying, attaching, collecting or otherwise recovering or enforcing by any manner or means, directly or indirectly, any judgment, award, decree or order against the KPMG Releasees, the Monitor or Receiver or their property, including for past, present or future legal fees, disbursements and/or taxes relating directly or indirectly to the Proposed Class Action and any authorized or certified class action resulting therefrom; (iii) commencing, conducting or continuing in any manner, directly or indirectly, any action, suits or demands, including without limitation, by way of contribution or indemnity or other relief, in common law, or in equity, or under the provisions of any statute or regulation, or other proceedings of any nature or kind whatsoever (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against any Person who makes such a claim or might reasonably be expected to make such a claim, in any manner or forum, against one or more of the KPMG Releasees, the Monitor and the Receiver; (iv) creating, perfecting, asserting or otherwise enforcing, directly or indirectly, any lien or encumbrance of any kind; or (v) taking any actions to interfere with the implementation or consummation of this Plan.

This Section 9.2 does not apply to Excepted Claims or to the enforcement of any obligations under the Plan.

9.3 Claims against Directors

Notwithstanding Sections 9.1 and 9.2, nothing in this Plan shall release, enjoin or compromise claims against directors of Olympus Funds that are described in Section 5.1(2) of the CCAA.

9.4 Regulatory or Self-Regulatory Bodies

Notwithstanding Sections 9.1 and 9.2, nothing in this Plan shall stay, release, discharge, bar, enjoin or otherwise interfere with any powers or remedies of, or proceedings or investigations by, any regulatory or self-regulatory body having jurisdiction (pursuant to any applicable statute, regulation or rule) over any KPMG Releasee concerning its involvement with the Norshield Companies, provided that Sections 9.1 and 9.2 would be effective to release and enjoin the making of any order or award to compensate or make restitution to an aggrieved person or company or to pay general or punitive damages to any other person or company.

9.5 Excepted Claims

Without derogating from Section 8.3, Sections 9.1 and 9.2 do not apply to an Excepted Claim (and only an Excepted Claim as strictly defined herein) by a potential plaintiff against a KPMG Releasee for Damages (as hereinafter defined), provided that, for the purposes of this Section 9.5, "**Excepted Claim**" shall mean a claim by a potential plaintiff against a KPMG Releasee for damages that is based on a final judgment that the potential plaintiff suffered damages as a direct result of the potential plaintiff's reliance on fraudulent misrepresentations made by the KPMG Releasee or its agents when the KPMG Releasee had actual knowledge that the misrepresentations were false.

ARTICLE 10 - COMPLETION OF PLAN

10.1 Monitor's Certificate

Upon receipt by the Monitor of a notice from the Receiver confirming that there is no likelihood of additional funds becoming available for distribution to Creditors in accordance with Section 5.5, the Monitor shall file with the Ontario Court a certificate confirming receipt of such notice and that there are no further distributions to be made to Creditors, and the Monitor shall be entitled to seek a declaration from the Ontario Court that the Plan has been completed.

10.2 Discharge and release of the Monitor

On the Plan Completion Date, and subject to the Sanction Order and any other Orders, the Monitor shall be discharged and released and shall have no further obligations or responsibilities.

ARTICLE 11 - GENERAL PROVISIONS

11.1 Plan Amendment

The Applicant reserves the exclusive right to amend this Plan, in a written document filed with the Ontario Court, at any time prior to the Plan Implementation Date, provided that:

(a) if the amendment is made before or during the Meetings, prior to the vote being taken to approve the Plan, the Applicant shall, subject to paragraph 10 of the Meeting Order:

  (i) give notice to all Creditors of the details of any amendment that renders the Plan less favourable to such Creditors; and

  (ii) may, in its entire discretion, give notice to Creditors absent from a Meeting, of the details of any amendment that does not render the Plan less favourable to them.

(b) if Richter, in its capacity as Receiver or Monitor, acting reasonably and in good faith, determines that the amendment is of a technical or administrative nature that would not be materially prejudicial to the interests of any of the Creditors under the Plan, subject to paragraph 10 of the Meeting Order, and is necessary in order to give effect to the substance of the Plan or the Sanction Order, the Applicant need not give notice to Creditors or obtain a further Order of the Ontario Court in connection therewith, regardless of whether the amendment is made prior to or subsequent to the vote on the Plan, or prior to or subsequent to the Sanction Order, if granted;

(c) after the Approval Meeting, any other amendment may only be made if approved by the Ontario Court; and

(d) any supplementary plan or plans of compromise or arrangement filed by the Applicant with the Ontario Court and, if required by this Section 11.1, approved by the Ontario Court, shall, for all purposes be a part of and incorporated into this Plan.

11.2 Severability

In the event that any provision in this Plan is held by the Ontario Court to be invalid, void or unenforceable, this Plan shall be null and void in all respects, with effect in accordance with Section 11.3 hereof.

11.3 Termination

At any time prior to the Plan Implementation Date, the Applicant may, subject to further order of the Ontario Court, determine not to proceed with this Plan notwithstanding any prior approvals given at the Meeting or the obtaining of the Sanction Order.

If the conditions precedent to implementation of this Plan are not satisfied, if the Applicant determines not to proceed with this Plan, if the Ontario Court holds any provision of this Plan to be invalid, void or unenforceable or if the Sanction Order is not issued by the Ontario Court:

(a) this Plan shall be null and void in all respects;

(b) any document or agreement executed pursuant to this Plan shall be deemed null and void; and

(c) nothing contained in this Plan, and no act taken in preparation for the consummation of this Plan, shall:

  (i) constitute or be deemed to constitute a waiver or release of any Creditor Claims or KPMG Claims or any defenses thereto by or against Olympus Funds or any other Person;

  (ii) prejudice in any manner the rights of any of the Creditors, Olympus Funds or any other Person in any further proceedings involving Olympus Funds or the KPMG Releasees; or

  (iii) constitute an admission of any sort by any of the Creditors, Olympus Funds, the Monitor, the Receiver, the KPMG Releasees or any other Person.

11.4 Paramountcy

From and after the Plan Implementation Date, any conflict between: (a) this Plan; and (b) any information statement or summary in respect of this Plan, or the covenants, warranties, representations, terms, conditions, provisions or obligations, express or implied, of any contract, mortgage, security agreement, indenture, loan agreement, commitment letter, document or agreement, written or oral, and any and all amendments and supplements thereto existing between Olympus Funds and any Creditor or other Person as at the Plan Implementation Date will be deemed to be governed by the terms, conditions and provisions of this Plan and the Sanction Order, which shall take precedence and priority.

11.5 Responsibilities of the Monitor

The Monitor is acting in its capacity as Monitor in the CCAA Proceedings, and it will not be responsible or liable for any obligations of Olympus Funds hereunder. The Monitor will have only those powers granted to it by this Plan, by the CCAA and by any Order of the Ontario Court in the CCAA Proceedings, including the Initial CCAA Order.

11.6 Deeming Provisions

In this Plan, the deeming provisions are not rebuttable and are conclusive and irrevocable.

11.7 Notices

Any notice or communication to be delivered hereunder shall be in writing and shall reference this Plan and may, subject as hereinafter provided, be made or given by personal delivery or by fax addressed to the respective parties as follows:

(a) if to the Applicant or to the Monitor:

RSM Richter Inc.
2, Place Alexis Nihon
Montreal, Quebec
H3Z 3C2

Attention: Raymond Massi, CA
Fax: (514) 934-3477

with a copy to:

Fishman Flanz Meland Paquin LLP
1250 René-Lévesque Boulevard West, Suite 4100
Montreal, Quebec
H3B 4W8

Attention: Avram Fishman
Fax: (514) 932-4170

and

Thornton Grout Finnigan LLP
100 Wellington Street West, Suite 3200
Toronto, Ontario
M5K 1K7

Attention: John Finnigan and Grant Moffat
Facsimile: (416) 304-1313

(b) if to the Retail Investors:

c/o Representative Counsel
Stikeman Elliott LLP
1155 René-Lévesque Blvd. West, 40th Floor
Montreal, Quebec
H3B 3V2

Attention: Jean E. Fontaine
Fax: (514) 397-3222

(c) if to a Creditor other than a Retail Investor:

to the address specified in the Proof of Claim, Proof of Investment or Proof of Creditor Claim filed by that Creditor or, if none has been specified, to such other address at which the notifying party may reasonably believe that the Creditor may be contacted;

(d) if to KPMG LLP

c/o Fraser Milner Casgrain LLP
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, Ontario
M5K 0A1

Attention: John Lorn McDougall Q.C. and Norm Emblem
Fax: (416) 863-4592

or to such other address as any party may from time to time notify the others in accordance with this Section 11.7. All such notices and communications that are personally delivered shall be deemed to have been received on the date of delivery. Any such notices and communications that are faxed shall be deemed to be received on the date faxed if sent before 5:00 p.m. Eastern Time on a Business Day and otherwise shall be deemed to be received on the Business Day next following the day upon which such fax was sent. Any notice or other communication sent by mail shall be deemed to have been received on the fifth Business Day after the date of mailing. The unintentional failure to give a notice contemplated hereunder shall not invalidate any action taken by any Person pursuant to this Plan.

11.8 Successors and Assigns

The rights, benefits and obligations of any Person named or referred to in this Plan shall be binding on, and shall inure to the benefit of, any heir, executor, trustee, administrator, successor or assign of such Person.

11.9 Further Assurances

Notwithstanding that the transactions and events set out in this Plan shall be deemed to occur without any additional act or formality other than as set out herein, each of the Persons affected hereby shall make, do and execute or cause to be made, done or executed all such further acts, deeds, agreements, transfers, assurances, instruments, documents or discharges as may be reasonably required by the Monitor in order to implement and give effect to this Plan.

11.10 Governing Law

This Plan shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to any conflict of law provision that would require the application of the law of any other jurisdiction. In the event of any dispute or issue in connection with, or related to, the interpretation, application or effect of this Plan, such dispute or issue shall be subject to the exclusive jurisdiction of the Ontario Court.

Dated at Toronto, Ontario, as of this 29th day of November, 2011.

TAB C

EXHIBIT "C"

Court File No. CV-11-9368-00CL

SUPERIOR COURT OF JUSTICE / COUR SUPÉRIEURE DE JUSTICE
FILED / DÉPOSÉ
OCT 16 2012
AT / À
LOCAL REGISTRAR · GREFFIER LOCAL
TORONTO

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT INVOLVING OLYMPUS UNITED FUNDS CORPORATION / CORPORATION DE FONDS UNIS OLYMPUS

OLYMPUS UNITED FUNDS CORPORATION / CORPORATION DE FONDS UNIS OLYMPUS, BY ITS RECEIVER, RSM RICHTER INC.

APPLICANT

MONITOR'S CERTIFICATE
(Plan Implementation Date)

RECITALS

A. Pursuant to the Order of the Honourable Mr. Justice Campbell dated September 7, 2011, RSM Richter Inc. ("**Richter**") was appointed as monitor (the "**Monitor**") of Olympus United Funds Corporation/Corporation de Fonds Unis Olympus (the "**Company**").

B. Pursuant to the Order of the Honourable Mr. Justice Campbell dated March 19, 2012, the Court sanctioned the plan of compromise and arrangement (the "**Plan**") proposed by the Company.

C. Unless otherwise indicated herein, terms with initial capitals shall have the meanings ascribed to them in the Plan.

THE MONITOR CERTIFIES the following:

1. All conditions precedent to implementation of the Plan set out in September 7.1 thereof have been satisfied or waived, as applicable, and with the filing of this Monitor's Certificate with the Court, the Plan Implementation Date has occurred in accordance with the Plan.

2. This Certificate is filed by the Monitor at Toronto on October 16, 2012.

RSM Richter Inc., in its capacity as the Court-appointed Monitor of Olympus United Funds Corporation/Corporation de Fonds Unis Olympus, and not in its personal or corporate capacity

Per: ______________________________

Name: Raymond Massi, CPA, CA, CIRP, Trustee
Title: Partner

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c.C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT INVOLVING OLYMPUS UNITED FUNDS CORPORATION / CORPORATION DE FONDS UNIS OLYMPUS, OLYMPUS UNITED FUNDS CORPORATION / CORPORATION DE FONDS UNIS OLYMPUS, BY ITS RECEIVER, RSM RICHTER INC.

Applicant

Court File No.: **CV-11-9368-00CL**

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at **Toronto**

MONITOR'S CERTIFICATE

Thornton Grout Finnigan LLP
3200 – 100 Wellington Street West
Toronto, ON M5K 1K7
Fax: 416-304-1313
John L. Finnigan (LSUC #240408)
Tel: (416) 304-0558
Grant B. Moffat (LSUC# 323801 1D)
Tel: 416-304-0599

Fishman Flanz Meland Paquin LLP
4100 – 1250 René-Lévesque Boulevard W.
Montréal, QC H3B 4W8
Avram Fishman
Tel: (514) 932-4100 x 215
Fax: (514) 932-4170

Lawyers for RSM Richter Inc., in its capacity as Receiver and Monitor of Olympus United Funds Corporation / Corporation de Fonds Unis Olympus

TAB D

EXHIBIT "D"

Court File No. CV-11-9368-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MR.	)	MONDAY, THE 19th
	)	
JUSTICE COLIN CAMPBELL	)	DAY OF MARCH, 2012

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT INVOLVING OLYMPUS UNITED FUNDS CORPORATION / CORPORATION DE FONDS UNIS OLYMPUS

OLYMPUS UNITED FUNDS CORPORATION / CORPORATION DE FONDS UNIS OLYMPUS, BY ITS RECEIVER, RSM RICHTER INC.

Applicant

SANCTION ORDER

THIS MOTION made by the Applicant Olympus United Funds Corporation / Corporation de Fonds Unis Olympus ("**Olympus Funds**"), represented by its Court-appointed receiver RSM Richter Inc. ("**Richter**" or "**Receiver**"), for an order:

1. extending the Stay Period, as defined in paragraph 8 of the Initial CCAA Order, to and including July 30, 2012;

2. sanctioning the plan of compromise and arrangement (the "**Plan**") proposed by the Applicant, attached as Exhibit "A" to the third report of Richter in its capacity as the monitor in this proceeding (the "**Monitor**"), dated March 9, 2012 (the "**Third Report**");

3. authorizing the Receiver and Monitor to take all steps necessary to implement the Plan;

4. approving the Third Report and the activities of the Monitor described therein; and

5. for other relief as counsel may advise and this Honourable Court may deem just;

was heard March 19, 2012 at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, the Third Report of the Monitor, and on hearing the submissions of counsel for Richter in its capacity as Receiver and Monitor, and on being advised that the parties listed on the service list as of March 9, 2012 attached to the Motion Record (the "**Service List**") were served with the Motion Record;

SERVICE

6. **THIS COURT ORDERS** that, in accordance with the Meeting Order, this Motion is properly returnable today and hereby dispenses with further service thereof.

DEFINITIONS

7. **THIS COURT ORDERS** that any capitalized terms not otherwise defined in this Order shall have the meanings ascribed to such terms in the Plan.

STAY PERIOD

8. **THIS COURT ORDERS** that the Stay Period be extended to and including July 30, 2012.

MEETING DOCUMENTS AND APPROVAL MEETING

9. **THIS COURT ORDERS AND DECLARES** that the Meeting Order remains in full force and effect, unvaried and unamended.

10. **THIS COURT ORDERS AND DECLARES** that there has been good and sufficient notice, service and delivery of the Meeting Documents (as defined in the Meeting Order) and that the Approval Meeting called pursuant to paragraph 22 of the Meeting Order was duly convened, held and conducted, in conformity with the CCAA and the Meeting Order.

SANCTION OF PLAN

11. **THIS COURT ORDERS AND DECLARES** that:

(a) the Plan has been approved by the requisite majorities of the Creditors present and voting, either in person or by proxy, at the Approval Meeting, all in conformity with the CCAA, the terms of the Initial CCAA Order and the Meeting Order;

(b) the Applicant has acted in good faith and with due diligence, has complied with the provisions of the CCAA, and has not done or purported to do (nor does the Plan do or purport to do) anything that is not authorized by the CCAA;

(c) the Applicant has adhered to, and acted in accordance with all Orders of this Court in the CCAA Proceedings; and

(d) the Plan, together with all of the compromises, arrangements, transactions, releases, discharges, bar orders, injunctions and results provided for therein and effected thereby are fair, reasonable and in the best interests of the Creditors and does not unfairly disregard the interests of any Person (whether a Creditor or otherwise).

12. **THIS COURT ORDERS** that the Plan is hereby sanctioned and approved pursuant to Section 6 of the CCAA.

PLAN IMPLEMENTATION

13. **THIS COURT ORDERS** that Olympus Funds and the Monitor, as the case may be, are authorized and directed to take all steps and actions, and to do all things, necessary or appropriate to enter into or implement the Plan in accordance with its terms, and enter into, execute, deliver, implement and consummate all of the steps, transactions and agreements contemplated pursuant to the Plan.

14. **THIS COURT ORDERS** that upon the satisfaction or waiver, as applicable, of the conditions precedent set out in Section 7.1 of the Plan, the Monitor shall file with this Court a certificate that states that all conditions precedent set out in Section 7.1 of the Plan have been

satisfied or waived, as applicable, and that, with the filing of such certificate by the Monitor, the Plan Implementation Date shall have occurred in accordance with the Plan.

15. **THIS COURT ORDERS** upon the Plan Implementation Date occurring, the Monitor, Olympus Funds and the Receiver are hereby directed and authorized to complete the distributions contemplated under the Plan.

16. **THIS COURT ORDERS AND DECLARES** that any distributions under the Plan and this Order shall not constitute a "distribution" for the purposes of section 159 of the *Income Tax Act* (Canada), section 270 of the *Excise Tax Act* (Canada) and section 107 of the *Corporations Tax Act* (Ontario) and any party in making any such payments is not "distributing", nor shall be considered to have "distributed", such funds, and shall not incur any liability under the abovementioned statutes for making any payments ordered and is hereby forever released, remised and discharged from any claims against it under section 159 of the *Income Tax Act* (Canada), section 270 of the *Excise Tax Act* (Canada) and section 107 of the *Corporations Tax Act* (Ontario).

17. **THIS COURT ORDERS AND DECLARES** that as of the Plan Implementation Date, the Plan, including all compromises, arrangements, transactions, releases, discharges, bar orders and injunctions provided for therein, shall inure to the benefit of and be binding and effective upon the Creditors, the Monitor and all other Persons affected thereby, and on their respective heirs, administrators, executors, legal personal representatives, successors and assigns.

18. **THIS COURT ORDERS** that, subject to the performance by Olympus Funds, the Receiver, KPMG LLP and the Monitor of their respective obligations under the Plan, and except to the extent expressly provided otherwise by the Plan or this Order, no Person who is a party to any obligation or agreement with Olympus Funds shall, following the Plan Implementation Date, accelerate, terminate, rescind, refuse to perform or repudiate its obligations thereunder, or enforce or exercise any right (including any right of set-off, dilution or other remedy) or make any demand under or in respect of any such obligation or agreement, by reason:

(a) of any event(s) that occurred on or prior to the Plan Implementation Date that would have entitled any other Person thereto to enforce those rights or remedies (including defaults or events of default arising as a result of the insolvency of Olympus Funds);

(b) of the fact that relief under the CCAA has been sought or obtained in respect of Olympus Funds, that the CCAA Proceedings have been commenced or completed, or that the within restructuring has been implemented in respect of Olympus Funds; or

(c) of any compromises or arrangements effected pursuant to this Plan.

19. **THIS COURT ORDERS** that, as of the Plan Implementation Date, each Creditor shall be deemed to have consented and agreed to all of the provisions of the Plan in their entirety and, in particular, each Creditor shall be deemed:

(a) to have executed and delivered to the Monitor and to Olympus Funds all consents, releases or agreements required to implement and carry out the Plan in its entirety; and

(b) to have agreed that if there is any conflict between the provisions, express or implied, of any agreement or other arrangement, written or oral, existing between such Creditor and Olympus Funds as of the Plan Implementation Date and the provisions of the Plan, the provisions of the Plan take precedence and priority and the provisions of such agreement or other arrangement shall be deemed to be amended accordingly.

RELEASES, DISCHARGES AND INJUNCTIONS

20. **THIS COURT ORDERS AND DECLARES** that the compromises, arrangements, exculpations, releases, discharges and injunctions contemplated in the Plan, including those granted for the benefit of KPMG Canada, KPMG LLP (Canada), KPMG Barbados, all other member firms of KPMG International and their related or affiliated entities and their respective past, present and future partners, officers, directors, employees, servants, agents, assigns, insurers and counsel (collectively, the "**KPMG Releasees**"), are integral components thereof and are necessary for, and vital to, the success of the Plan and that, effective on the Plan Implementation Date, all such compromises, arrangements, exculpations, releases, discharges,

bar orders and injunctions are hereby sanctioned, approved and given full force and effect in accordance with and subject to their respective terms.

21. **THIS COURT ORDERS** that without limiting the effect or validity of any provision of this Order or the Plan and for greater certainty, immediately upon the Plan Implementation Date having occurred, the Receiver of Olympus Funds, the Retail Investors of Olympus Funds, all other Creditors affected by the Plan, their respective current officers, directors, employees, servants, agents, heirs, administrators, successors, assigns and any Person who claims a right or interest through them, will be deemed to have fully, finally and forever released, remised, acquitted and forever discharged, without qualification or limitation, the KPMG Releasees, separately and jointly, of and from any and all rights, interests, obligations, debts, dues, sums of money, accounts, reckonings, damages, claims, actions, allegations, causes of action, counterclaims or demands whatsoever, whether known or unknown, in law or equity, of whatever kind or character, suspected, fixed or contingent relating directly or indirectly to any of the Norshield Companies (collectively "**Claims**") that have been, that could be, or that could have been asserted against the KPMG Releasees (collectively, the "**KPMG Claims**").

22. **THIS COURT ORDERS** that without limiting the effect or validity of any provision of this Order or the Plan and for greater certainty, immediately upon Plan Implementation occurring, all Persons (regardless of whether or not such Persons are Creditors), including without limitation Richter as Receiver of the Norshield Companies and the Retail Investors of the Norshield Companies, along with their respective affiliates, present and former officers, directors, employees, associated individuals, auditors, financial advisors, legal counsel, other professionals, sureties, insurers, indemnitees, agents, dependents, heirs, representatives and assigns, as applicable, are permanently and forever barred, estopped, stayed and enjoined, on and after the Effective Time, with respect to the KPMG Claims, from (i) commencing, conducting or continuing in any manner, directly or indirectly, any action, suits, demands or other proceedings of any nature or kind whatsoever (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum and further including proceedings for past, present or future legal fees, disbursements and/or taxes relating directly or indirectly to the Proposed Class Action and any authorized or certified class action resulting therefrom) against the KPMG

Releasees; (ii) enforcing, levying, attaching, collecting or otherwise recovering or enforcing by any manner or means, directly or indirectly, any judgment, award, decree or order against the KPMG Releasees or their property, including for past, present or future legal fees, disbursements and/or taxes relating directly or indirectly to the Proposed Class Action and any authorized or certified class action resulting therefrom; (iii) commencing, conducting or continuing in any manner, directly or indirectly, any action, suits or demands, including without limitation, by way of contribution or indemnity or other relief, in common law, or in equity, or under the provisions of any statute or regulation, or other proceedings of any nature or kind whatsoever (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against any Person who makes such a claim or might reasonably be expected to make such a claim, in any manner or forum, against one or more of the KPMG Releasees; (iv) creating, perfecting, asserting or otherwise enforcing, directly or indirectly, any lien or encumbrance of any kind; or (v) taking any actions to interfere with the implementation or consummation of this Plan. This paragraph does not apply to enjoin the making of Excepted Claims.

23. **THIS COURT ORDERS** that, notwithstanding paragraphs 21 and 22, nothing in this Order shall: (i) release, enjoin or compromise claims against directors of Olympus Funds that are described in Section 5.1(2) of the CCAA; or (ii) stay, release, discharge, bar, enjoin or otherwise interfere with any powers or remedies of, or proceedings or investigations by, any regulatory or self-regulatory body having jurisdiction (pursuant to any applicable statute, regulation or rule) over any of the KPMG Releasees concerning their involvement with the Norshield Companies, provided that paragraphs 21 and 22 would be effective to release and enjoin the making of any order or award to compensate or make restitution to an aggrieved person or company or to pay general or punitive damages to any other person or company.

24. **THIS COURT ORDERS** that, without derogating from Section 8.3 of the Plan, paragraphs 21 and 22 hereof do not apply to an Excepted Claim (and only an Excepted Claim as strictly defined herein) by a potential plaintiff against a KPMG Releasee for damages, provided that:

(a) for the purposes of this paragraph 24, "**Excepted Claim**" shall mean a claim by a potential plaintiff against the KPMG Releasees for damages that is based on a final judgment that the potential plaintiff suffered damages as a direct result of the potential plaintiff's reliance on fraudulent misrepresentations made by any or all of the KPMG Releasees or their agents when any or all of the KPMG Releasees had actual knowledge that the misrepresentations were false;

(b) for the purposes of this paragraph 24, the initial pleadings of an Excepted Claim shall set out particulars of the following elements:

(i) the allegation that an authorized representative of any or all of the KPMG Releasees made one or more express fraudulent misrepresentations directly to the potential plaintiff with the intention to induce the potential plaintiff to invest or transact with any or all of the Norshield Companies;

(ii) the allegation that the representations of the KPMG Releasees' authorized representative was knowingly false to the knowledge of the representative where the potential plaintiff identifies:

1. the name of the authorized representative of the KPMG Releasee, including position if known;

2. the person or persons to whom the representation was made, including his/her position with the potential plaintiff;

3. the date or dates of the representation;

4. the text of the representation said to be materially untrue and whether oral or in writing;

5. the action taken by the potential plaintiff in reliance on the representation;

(iii) the allegation that the potential plaintiff placed reliance on the representation and the basis on which it is alleged that the reliance was reasonable; and

(iv) the detriment alleged to be suffered by the potential plaintiff;

(c) the KPMG Releasees against which the claim is made may move before the CCAA Court for a determination that the claim of the potential plaintiff, as pled, does not constitute an Excepted Claim, and the determination of the CCAA Court shall be binding on the parties;

(d) a potential plaintiff shall only have the right to pursue an Excepted Claim if:

(i) the potential plaintiff expressly waives the application of Sections 9.1 and 9.2 of the Plan and paragraphs 21 and 22 hereof as they apply to any defences or counterclaims against the potential plaintiff that the KPMG Releasees may wish to assert;

(ii) the potential plaintiff serves and files an initial pleading in a proceeding to pursue the Excepted Claim containing the particulars required by paragraph 24(b) within nine weeks of the date of delivery of notice by the Monitor;

(e) except as provided in this paragraph 24, paragraphs 21 and 22 shall remain in full force and effect, and for greater certainty,

(i) a potential plaintiff may not commence any claim other than an Excepted Claim;

(ii) a potential plaintiff may pursue an Excepted Claim only as provided by, and in accordance with the time limits set out in, this paragraph 24, and any Excepted Claim that is not pursued as provided by, and in accordance with the time limits set out in, this paragraph 24 is subject to paragraphs 21 and 22 and to Sections 9.1 and 9.2 of the Plan and therefore is forever released and barred upon the Plan Implementation Date having occurred;

(iii) no claim other than an Excepted Claim shall be advanced by any potential plaintiff, even if such claim arises from the same set of facts that allegedly give rise to the Excepted Claim, and the Excepted Claim may not be expanded by the potential plaintiff through the discovery process provided that adding further factual particulars in respect of the Excepted Claim through the discovery process shall not be an expansion of the Excepted Claim; and

(iv) the KPMG Releasees may not under any circumstances seek contribution, indemnity or other relief over in respect of an Excepted Claim from another KPMG Releasee (other than the potential plaintiff, as contemplated by paragraph 24(d)(i)) where a potential plaintiff pursues an Excepted Claim against that KPMG Releasee in accordance with this paragraph 24;

(f) the successful litigant will be entitled to legal costs on a full indemnity basis with respect to Excepted Claim(s); and

(g) the Monitor shall, within five Business Days following the date of this Order, give notice of the rights of potential plaintiffs under this paragraph 24 and Section 9.5 of the Plan as follows:

(i) sending a notice to each party represented on the service list for this proceeding;

(ii) posting a notice on the Website; and

(iii) sending a notice to each Creditor who filed a Proof of Claim, Proof of Investment or Proof of Creditor Claim form with the Monitor, by e-mail or (where no e-mail address was provided to the Monitor) by courier at the last e-mail or mailing address provided to the Monitor by the Creditor.

APPROVAL OF THE MONITOR'S REPORT

25. **THIS COURT ORDERS** that the Third Report of the Monitor and the activities of the Monitor referred to therein be and are hereby approved.

DISCHARGE OF MONITOR

26. **THIS COURT ORDERS** that on the Plan Completion Date, and subject to this Order, the Monitor shall be discharged and released and shall have no further obligations or responsibilities.

27. **THIS COURT ORDERS** that the completion of the Monitor's duties shall be evidenced, and its final discharge shall be effected, by the filing by the Monitor with this Court of a certificate of discharge.

28. **THIS COURT ORDERS AND DECLARES** that the actions and conduct of the Monitor in the CCAA Proceedings are hereby approved and that the Monitor has satisfied all of its obligations up to and including the date of this Order, and that in addition to the protections in favour of the Monitor as set out in the Orders of this Court in the CCAA Proceedings to date, the Monitor shall not be liable for any act or omission on the part of the Monitor, including with respect to any reliance thereon, including without limitation, with respect to any information disclosed, any act or omission pertaining to the discharge of duties under the Plan or as requested by Olympus Funds or with respect to any other duties or obligations in respect of the implementation of the Plan, save and except for any claim or liability arising out of any gross negligence or willful misconduct on the part of the Monitor. Subject to the foregoing, and in addition to the protections in favour of the Monitor as set out in the Orders of this Court, any claims against the Monitor in connection with the performance of its duties as Monitor or as Receiver of Olympus Funds are hereby released, stayed, extinguished and forever barred and the Monitor and Receiver shall have no liability in respect thereof.

29. **THIS COURT ORDERS** that no action or other proceeding shall be commenced against the Monitor in any way arising from or related to its capacity or conduct as Monitor or as Receiver of Olympus Funds except with prior leave of this Court and on prior written notice to the Monitor and Receiver and such further order securing, as security for costs, the solicitor and his own client costs of the Monitor and Receiver in connection with any proposed action or proceeding as the Court hearing the motion for leave to proceed may deem just and appropriate.

30. **THIS COURT ORDERS** that Richter, its affiliates, and their respective officers, directors, employees and agents, and counsel for Richter, are hereby released and discharged from any and all claims that any Persons may have or be entitled to assert against Richter, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the date of issue of this Order in any way relating to,

arising out of or in respect of the appointment of Richter as Monitor or as Receiver pursuant to the provisions of the Ontario *Securities Act* and *Courts of Justice Act* by Orders of this Court dated June 29, 2005, July 14, September 9 and October 14, 2005, up to the discharge of Richter as Monitor and Receiver.

INITIAL CCAA ORDER AND OTHER ORDERS

31. **THIS COURT ORDERS** that:

(a) except to the extent that the Initial CCAA Order has been varied by or is inconsistent with this Order or any further Order of this Court, the provisions of the Initial CCAA Order shall remain in full force and effect until the Plan Implementation Date; provided that the protections granted in favour of the Monitor shall continue in full force and effect after the Plan Implementation Date; and

(b) all other Orders made in the CCAA Proceedings shall continue in full force and effect in accordance with their respective terms, except to the extent that such Orders are varied by, or are inconsistent with, this Order or any further Order of this Court in the CCAA Proceedings; provided that the protections granted in favour of the Monitor shall continue in full force and effect after the Plan Implementation Date.

EFFECT, RECOGNITION, ASSISTANCE

32. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada, outside Canada and against all Persons against whom it may otherwise be enforceable.

33. **THIS COURT REQUESTS** the aid, recognition and assistance of other courts in Canada in accordance with Section 17 of the CCAA and requests that the Federal Court of Canada and the courts and judicial, regulatory and administrative bodies of or by the provinces and territories of Canada, the Parliament of Canada, the United States of America, the states and other subdivisions of the United States of America including, without limitation, the U.S. District

Court, and other nations and states act in aid, recognition and assistance of, and be complementary to, this Court in carrying out the terms of this Order and any other Order in this proceeding. The Monitor shall be at liberty, and is hereby authorized and empowered, to make such further applications, motions or proceedings to or before such other court and judicial, regulatory and administrative bodies, and take such other steps, in Canada or the United States of America, as may be necessary or advisable to give effect to this Order.

ADVICE AND DIRECTION

34. **THIS COURT ORDERS** that the Applicant may from time to time apply to this Court for advice and directions concerning further amendments to the Plan.

35. **THIS COURT ORDERS** that the Applicant may from time to time apply to this Court for advice and directions concerning the implementation of the Plan or the discharge of its powers and duties hereunder.

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

MAR 1 9 2012

SCHEDULE "A"

Norshield Companies

1. Olympus United Funds Corporation / Corporation de Fonds Unis Olympus
2. Norshield Asset Management (Canada) Ltd. / Gestion de Placements Norshield (Canada) Ltée
3. Norshield Investment Partners Holdings Ltd. / Gestion des Partenaires d'Investissement Norshield Ltée
4. Olympus United Funds Holdings Corporation
5. Olympus United Bank and Trust SCC
6. Olympus United Group Inc. / Groupe Olympus United Inc.
7. Norshield Capital Management Corporation / Corporation Gestion de l'Actif Norshield
8. Honeybee Software Technologies Inc. / Technologies de Logiciels Honeybee Inc. (formerly Norshield Investment Corporation/Corporation d'Investissement Norshield)

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c.C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT INVOLVING OLYMPUS UNITED FUNDS CORPORATION / CORPORATION DE FONDS UNIS OLYMPUS, OLYMPUS UNITED FUNDS CORPORATION / CORPORATION DE FONDS UNIS OLYMPUS, BY ITS RECEIVER, RSM RICHTER INC.

Applicant

Court File No.: **CV-11-9368-00CL**

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at **Toronto**

SANCTION ORDER

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Lawyers for RSM Richter Inc., in its capacity as Receiver and Monitor of Olympus United Funds Corporation / Corporation de Fonds Unis Olympus

TAB E

EXHIBIT "E"

Court File No. CV-11-9368-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MR.	)	MONDAY, THE 17th
	)	
JUSTICE COLIN CAMPBELL	)	DAY OF SEPTEMBER, 2012

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT INVOLVING OLYMPUS UNITED FUNDS CORPORATION / CORPORATION DE FONDS UNIS OLYMPUS

OLYMPUS UNITED FUNDS CORPORATION / CORPORATION DE FONDS UNIS OLYMPUS, BY ITS RECEIVER, RSM RICHTER INC.

Applicant

ORDER

THIS MOTION, made by Jean Fontaine of the law firm Stikeman Elliott LLP, appointed by order dated July 14, 2005, as Representative Counsel ("**Representative Counsel**") to the Retail Investors of Olympus United Funds Corporation/Corporation de Fonds Unis Olympus (the "**Company**"), was heard this day at 393 University Avenue, Toronto, Ontario.

ON READING the Fifth Report of RSM Richter Inc., in its capacity as the Monitor appointed in this proceeding (the "**Monitor**") dated September 11, 2012 and the Exhibits attached thereto (the "**Fifth Report**"), and on hearing the submissions of counsel for Representative Counsel and the Monitor, no one else appearing:

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 Fifth Report or the Plan of Compromise and Arrangement (the "**Plan**") attached as Exhibit "**B**" to the Fifth Report, filed by the Company pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended.

3. **THIS COURT ORDERS** that the Fifth Report and the activities and conduct of the Monitor described in the Fifth Report are hereby ratified and approved.

4. **THIS COURT ORDERS** that each Person who has, as of the date of this Order, filed a Late Claim with the Receiver or the Monitor is a Creditor and that each such Late Claim is a Proven Claim.

5. **THIS COURT ORDERS** that any Person with a Claim against the Company that is not a Proven Claim as of the date of this Order shall not be entitled to receive any distribution pursuant to the Plan and shall be forever barred from making or enforcing any Claim against the Company.

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

SEP 17 2012

PER / PAR:

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c.C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT INVOLVING OLYMPUS UNITED FUNDS CORPORATION / CORPORATION DE FONDS UNIS OLYMPUS, OLYMPUS UNITED FUNDS CORPORATION / CORPORATION DE FONDS UNIS OLYMPUS, BY ITS RECEIVER, RSM RICHTER INC.

Applicant

Court File No.: **CV-11-9368-00CL**

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at **Toronto**

ORDER

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IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c.C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT INVOLVING OLYMPUS UNITED FUNDS CORPORATION / CORPORATION DE FONDS UNIS OLYMPUS, OLYMPUS UNITED FUNDS CORPORATION / CORPORATION DE FONDS UNIS OLYMPUS, BY ITS RECEIVER, RSM RICHTER INC.

Applicant

Court File No.: **CV-11-9368-00CL**

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at **Toronto**

SIXTH REPORT OF THE MONITOR
DATED OCTOBER 24, 2012

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Lawyers for RSM Richter Inc., in its capacity as Receiver and Monitor of Olympus United Funds Corporation / Corporation de Fonds Unis Olympus

TAB 3

Court File No. CV-11-9368-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MR.	)	THURSDAY, THE 25TH DAY
	)	
JUSTICE COLIN CAMPBELL	)	OF OCTOBER, 2012

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT INVOLVING OLYMPUS UNITED FUNDS CORPORATION / CORPORATION DE FONDS UNIS OLYMPUS

OLYMPUS UNITED FUNDS CORPORATION / CORPORATION DE FONDS UNIS OLYMPUS, BY ITS RECEIVER, RSM RICHTER INC.

Applicant

ORDER

THIS MOTION, made by RSM Richter Inc., in its capacity as the Court-appointed receiver (the "**Receiver**") of Olympus United Funds Corporation / Corporation de Funds Unis Olympus ("**Olympus Funds**"), for the relief set out in the Notice of Motion dated October 24, 2012, was heard this day at 330 University Avenue, Toronto, Ontario.

UPON READING the Sixth Report of RSM Richter Inc., in its capacity as the Monitor appointed in this proceeding (the "**Monitor**") dated October 24, 2012 (the "**Sixth Report**"), and upon hearing the submissions from the Monitor's counsel, no one else appearing:

1. **THIS COURT ORDERS** that the time for service and filing of the Notice of Motion and the materials therein be and is hereby abridged, if necessary, and that all parties requiring notice of this Motion have been duly served with notice thereof, and that the service including the form, manner and time thereof be an is hereby validated, and that further service thereof be and 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 Sixth Report.

3. **THIS COURT ORDERS** that the Sixth Report and the activities and conduct of the Monitor described in the Sixth Report are hereby ratified and approved.

4. **THIS COURT ORDERS** that the Stay Period, as defined in paragraph 8 of the Initial Order, be extended from October 31, 2012 to and including October 31, 2013.

5. **THIS COURT ORDERS** that the provisions of paragraph 17 of the Initial Order limiting payment of the fees and disbursements of the Monitor, the Receiver and their legal counsel incurred in connection with the CCAA Proceedings only from the maximum amount of CAD $750,000 paid by KPMG in accordance with the Minutes of Settlement is hereby terminated effective as of the Plan Implementation Date. From and after the Plan Implementation Date, Richter, in its capacity as Monitor and Receiver, and its legal counsel, shall be paid their reasonable fees and disbursements incurred in connection with the CCAA Proceedings, in each case at their standard rates and charges, and the Receiver shall be entitled but not required to cause Olympus Funds to pay all such reasonable fees and disbursements.

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT INVOLVING OLYMPUS UNITED FUNDS CORPORATION / CORPORATION DE FONDS UNIS OLYMPUS, BY ITS RECEIVER, RSM RICHTER INC.

APPLICATION UNDER SECTIONS 8, 11, 11.02 AND 42 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

Court File No. CV-11-9368-00CL

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

ORDER

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Lawyers for RSM Richter Inc. in its capacity as Receiver of Olympus United Funds Corporation/Corporation de Fonds Unis Olympus and as Monitor

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c.C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT INVOLVING OLYMPUS UNITED FUNDS CORPORATION / CORPORATION DE FONDS UNIS OLYMPUS, OLYMPUS UNITED FUNDS CORPORATION / CORPORATION DE FONDS UNIS OLYMPUS, BY ITS RECEIVER, RSM RICHTER INC.

Applicant

Court File No.: **CV-11-9368-00CL**

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at **Toronto**

MOTION RECORD
RETURNABLE OCTOBER 25, 2012

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