

Court File No.: 07-CL-6955

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

THE HONOURABLE MR.)

TUESDAY, THE 10th

JUSTICE C.L. CAMPBELL)

DAY OF SEPTEMBER, 2013

BETWEEN:

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

Applicant

- and -

AMT INTERNATIONAL MINING CORPORATION

Respondent

DISCHARGE ORDER

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

ON READING the Third Report of the Receiver dated September 5, 2013 (the “**Third Report**”) and the Exhibits attached thereto, and the Affidavits of Raymond Massi sworn September 4, 2013 (the “**Massi Affidavit**”), Grant Moffat sworn September 4, 2013 (the “**Moffat Affidavit**”), Avram Fishman sworn September 3, 2013 (the “**Fishman Affidavit**”), Jordan Kroop sworn August 28, 2013 (the “**Kroop Affidavit**”), and Peter Osborne sworn September 9, 2013 (the “**Osborne Affidavit**”) (collectively, the “**Fee Affidavits**”), and on hearing the submissions of counsel for the Receiver and any other party properly appearing:

1. **THIS COURT ORDERS** that capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Third Report.
2. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record herein be and it is hereby abridged such that this motion is properly returnable today and hereby dispenses with further service thereof.
3. **THIS COURT ORDERS AND DECLARES** that the Third Report and the conduct and activities of the Receiver, as described in the Third Report, be and they are hereby approved.
4. **THIS COURT ORDERS** that the fees and disbursements of the Receiver for the period April 24, 2007 to and including August 31, 2013, all as set out in the Massi Affidavit, are hereby approved.
5. **THIS COURT ORDERS** that the fees and disbursements of the Receiver’s counsel, Thornton Grout Finnigan LLP (“**TGF**”), for the period April 24, 2007 to and including August 31, 2013, all as set out in the Moffat Affidavit, are hereby approved.
6. **THIS COURT ORDERS** that the fees and disbursements of the Receiver’s Counsel, Fishman Flanz Meland Paquin LLP (“**FFMP**”), for the period April 24, 2007 to and including August 31, 2013, all as set out in the Fishman Affidavit, are hereby approved.
7. **THIS COURT ORDERS** that the fees and disbursements of the Receiver’s U.S. Counsel, Squire Sanders (“**Squire**”), for the period April 24, 2007 to and including August 31, 2013, all as set out in the Kroop Affidavit, are hereby approved.

8. **THIS COURT ORDERS** that the fees and disbursements of the Receiver's Independent Counsel, Lenczner Slaght Royce Smith Griffin LLP ("**Lencznors**"), for the period April 24, 2007 to and including August 31, 2013, all as set out in the Osborne Affidavit, are hereby approved.

9. **THIS COURT ORDERS** that the Receiver be and it is hereby authorized to pay its fees and disbursements and the fees and disbursements of TGF, FFMP, Squire and Lencznors in the amounts set out in the Fee Affidavits.

10. **THIS COURT ORDERS** that the Receiver be and it is hereby authorized to pay its fees and disbursements and the fees and disbursements of its legal counsel for the period from and after September 1, 2013 from the Holdback.

11. **THIS COURT ORDERS** that the Receiver be and is hereby authorized and directed to file an assignment for the benefit of the Debtor's creditors pursuant to the *Bankruptcy and Insolvency Act* (Canada) R.S.C., 1985, c. B-3 (the "**BIA**").

12. **THIS COURT ORDERS** that Richter Advisory Group Inc. be authorized to act as trustee of the estate of the bankrupt.

13. **THIS COURT ORDERS** that this order shall bind Richter Advisory Group Inc. in its capacity as trustee in bankruptcy of the Debtor or any subsequent trustee in bankruptcy that may be appointed in respect of the Debtor (the "**Trustee**").

14. **THIS COURT ORDERS** that, immediately upon the bankruptcy of the Debtor, the assets, undertakings and properties of the Debtor shall vest in the Trustee in accordance with the provisions of the BIA, provided that the Receiver's Charge (as defined in the order of this Court appointing the Receiver dated April 24, 2007) shall remain in force and effect until such time as the Receiver is discharged in accordance with the terms of this order.

15. **THIS COURT ORDERS** that the order of this Court dated April 17, 2013 (the "**Claims Process Order**") shall continue to apply in respect of all claims against the Debtor notwithstanding the bankruptcy of the Debtor.

16. **THIS COURT ORDERS** that each of the Trustee and the Receiver shall be entitled to seek the advice and direction of this Court as to the implementation of this order and, in the case of the Trustee, the discharge of the powers and duties of the Trustee under the BIA in connection with this order, and/or each of them may apply for such further order or orders as may be appropriate.

17. **THIS COURT ORDERS** that the Receiver's statement of receipts and disbursements for the period from April 24, 2007 to August 31, 2013 be and is hereby approved.

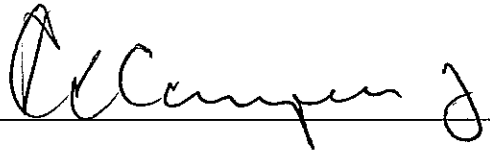
18. **THIS COURT ORDERS** that the Receiver shall be discharged as Receiver of the Property and from all of the duties, powers and obligations contained in the Appointment Order, effective immediately upon the filing of a certificate certifying that the Receiver has completed the remaining duties as described in the Third Report (the "**Discharge Certificate**"), provided however that notwithstanding its discharge herein (a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein, and (b) the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of Richter in its capacity as Receiver.

19. **THIS COURT ORDERS** that, effective upon filing of the Discharge Certificate, Richter is hereby released and discharged from any and all liability that Richter now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of Richter while acting in its capacity as Receiver herein, save and except for any gross negligence or wilful misconduct on the Receiver's part. Without limited the generality of the foregoing, Richter is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within receivership proceedings, save and except for any gross negligence or wilful misconduct on the Receiver's part.

20. **THIS COURT ORDERS** that, effective upon filing of the Discharge Certificate, the remaining amount of the Holdback, if any, after payment of the fees and disbursements of the Receiver and its legal counsel for the period from and after September 1, 2013 through to filing of the Discharge Certificate, shall vest in the Trustee.

21. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or elsewhere, and, in particular, the Superior Court of Quebec, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order.

22. **THIS COURT ORDERS** that the costs of the Receiver in preparation of this motion and of these proceedings, up to and including the hearing of this motion and the entry of this Order (including applicable Harmonized Sales Tax) be paid to the Receiver from the estate herein.



A handwritten signature in black ink, appearing to read "J. Campbell", is written over a horizontal line.

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

SEP 10 2013

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

and

AMT INTERNATIONAL MINING CORPORATION
Respondent

Court File No.:07-CL-6955

ONTARIO

SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding commenced in Toronto

DISCHARGE ORDER

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

Grant B. Moffat (LSUC# 32380L)
Tel: (416) 304-0599
Fax: (416) 304-1313
Email: gmoffat@tgf.ca

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