

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

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

BETWEEN:

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

Applicant

- and -

AMT INTERNATIONAL MINING CORPORATION

Respondent

**MOTION RECORD
(Returnable September 10, 2013)**

September 5, 2013

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

Grant B. Moffat (LSUC #32380L 1D)
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Solicitors for Richter Advisory Group Inc.
(formerly RSM Richter Inc.)

MOTION RECORD INDEX

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2.	Third Report of the Receiver dated September 5, 2013
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I.	Exhibit "I" – Affidavit of Raymond Massi sworn September 4, 2013, with exhibits attached thereto
J.	Exhibit "J" – Affidavit of Grant Moffat sworn September 4, 2013, with exhibits attached thereto
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L.	Exhibit "L" – Affidavit of Jordan Kroop sworn August 28, 2013, with exhibits attached thereto
3.	Draft Discharge Order

TAB 1

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

BETWEEN:

RSM RICHTER INC., in its capacity as Court-Appointed Receiver of NORSHIELD 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

NOTICE OF MOTION

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

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

THE MOTION IS FOR:

1. An Order approving the Receiver’s Third Report to the Court dated September 5, 2013 (the “**Third Report**”) and the activities of the Receiver described therein.

2. An Order approving the Receiver's Statement of Receipts and Disbursements for the period from April 24, 2007 to August 31, 2013.
3. An Order assessing and allowing the fees and disbursements of the Receiver, those of its counsel and those of U.S. Counsel (collectively, the "**Professional Fees**") for the period April 24, 2007 to August 31, 2013 (the "**Fee Period**").
4. An Order authorizing and directing the Receiver to file an assignment for the benefit of the Debtor's creditors pursuant to the *Bankruptcy and Insolvency Act* (Canada) R.S.C., c. B-3 (the "**BIA**"), and authorizing Richter to act as trustee of the estate of the bankrupt (the "**Trustee**").
5. An Order declaring that the Receiver's Charge (as defined in the order of this Court appointing the Receiver dated April 24, 2007, the "**Appointment Order**") shall remain in force and effect until such time as the Receiver is discharged.
6. An Order discharging the Receiver as Receiver of the Property and from all 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.
7. An Order dispensing with service of the Motion Record, including the Third Report, on any person.
8. Such further and other relief as counsel may advise and this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

1. The Receiver has completed its realization upon the assets of the Debtor and it is appropriate at this time for the Receiver to seek its discharge.
2. The Receiver is concerned that it may incur personal liability in connection with a distribution of the Debtor's property to the creditors of the Debtor. Accordingly, the Receiver seeks the authority to file an assignment in bankruptcy on behalf of the Debtor to permit such distribution to be carried out by the Trustee.

3. Such further and other grounds as counsel may advise and this Honourable Court may permit.

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

1. Third Report of the Receiver and the exhibits attached thereto.
2. Affidavit of Raymond Massi sworn September 4, 2013 and the exhibits attached thereto.
3. Affidavit of Grant Moffat sworn September 4, 2013 and the exhibits attached thereto.
4. Affidavit of Avram Fishman sworn September 4, 2013 and the exhibits attached thereto.
5. Affidavit of Jordan Kroop sworn August 28, 2013 and the exhibits attached thereto.
6. Such further and other material as counsel may advise and this Honourable Court may permit.

September 5, 2013

Thornton Grout Finnigan LLP
100 Wellington Street West
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Lawyers for Richter Advisory Group Inc.
(formerly RSM Richter Inc.), in its capacity
as Receiver of AMT International Mining
Corporation

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

and

AMT INTERNATIONAL MINING CORPORATION
Respondent

Court File No.:07-CL-6955

ONTARIO

SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding commenced in Toronto

NOTICE OF MOTION

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

TAB 2

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

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

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Applicant

- and -

AMT INTERNATIONAL MINING CORPORATION

Respondent

**THIRD REPORT OF THE RECEIVER
DATED SEPTEMBER 5, 2013**

INTRODUCTION

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

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

3. By Order dated September 17, 2012, the Court approved the Receiver's First Report to the Court dated September 12, 2012 (the "**First Report**"), together with the activities of the Receiver described therein.
4. By Order dated April 17, 2013 (the "**Claims Process Order**"), the Court approved the Receiver's Second Report to the Court dated April 15, 2013 (the "**Second Report**"), together with the activities of the Receiver described therein, as well as the process (the "**Claims Process**") to identify and determine the validity of creditor claims against the Debtor as at the date of the Appointment Order. A copy of the Claims Process Order is attached as Exhibit "**B**".
5. The purpose of this third report ("**Third Report**") is to:
 - (a) provide the Court with a summary of the Receiver's activities since the date of the Second Report;
 - (b) provide the Court with an update regarding the Claims Process;
 - (c) provide the Court with the evidentiary basis to make an Order:
 - (i) approving the activities of the Receiver as described in the Third Report;
 - (ii) authorizing and directing the Receiver 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**");
 - (iii) approving the professional fees and disbursements of the Receiver and its Canadian and U.S. legal counsel;

- (iv) approving the Receiver's Statement of Receipts and Disbursements for the period from April 24, 2007 to August 31, 2013; and
 - (v) terminating the within receivership proceeding, discharging the Receiver from its role and duties and forever barring any Person from making any claim against the Receiver upon the filing of the Discharge Certificate (as defined below).
6. The Orders in this proceeding, together with related Court documents, have been posted on the Receiver's website in English at www.richter.ca/en/insolvency-cases and in French at www.richter.ca/fr-ca/insolvency%20cases.
7. Unless otherwise provided, capitalized terms not otherwise defined in this Third Report are as defined in the Appointment Order.

TERMS OF REFERENCE

8. In preparing the Third Report and making the comments contained herein, Richter has been provided with and relied upon unaudited financial information, the limited and sometimes incomplete books and records and the limited financial information prepared by the Debtor and its advisors. Richter has not audited, reviewed, or otherwise attempted to verify the accuracy or completeness of the information.
9. Unless otherwise stated, all dollar amounts contained in the Third Report are expressed in Canadian dollars.

APPOINTMENT OF THE NORSHIELD RECEIVER

10. Pursuant to the Orders of the Court dated June 29, 2005 ("**Initial Order**") and July 14, 2005 ("**Extension Order**"), Richter was appointed as receiver pursuant to Section 129 of the *Securities Act*, R.S.O. 1990, c.S-5, as amended, without security, of all of the assets, undertakings and properties of:
- (a) Gestion de Placements Norshield (Canada) Ltée / Norshield Asset Management (Canada) Ltd. ("**NAM**");

- (b) Gestion des Partenaires d'Investissement Norshield Ltée / Norshield Investment Partners Holdings Ltd.;
 - (c) Olympus United Funds Holdings Corporation;
 - (d) Corporation de Fonds Unis Olympus / Olympus United Funds Corporation ("**Olympus Funds**");
 - (e) Olympus United Bank and Trust SCC ("**Olympus Bank**"); and
 - (f) Groupe Olympus United Inc. / Olympus United Group Inc.,
- (collectively, the "**Original Respondents**").

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

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

Copies of the Expanded Orders are attached hereto as Exhibits "**E**" and "**F**".

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

BACKGROUND

13. The Debtor was incorporated pursuant to the laws of the Province of Ontario and carried on business as a mineral exploration company. The Debtor's registered head office is 181 Bay Street, Toronto, Ontario, M5J 2T9.
14. According to the Information Circular prepared by the Debtor dated April 30, 2004 (the "**Circular**"), the Debtor was a reporting issuer in each Canadian province and traded on the Toronto Stock Exchange. According to the Circular, Honeybee Software owns approximately 18% of the issued and outstanding common shares and 100% of the issued and outstanding preferred shares of the Debtor and is its largest single shareholder. The Circular provides that cease trade Orders were issued by certain securities commissions in respect of the Debtor in May 2002 for failure to file its financial statements and, on February 11, 2003, the Debtor was delisted from the Toronto Stock Exchange. A true copy of the Circular is attached hereto as Exhibit "**G**".
15. The Debtor's only asset of value was the intercompany receivable owing to the Debtor by AMT USA in the amount of approximately \$16.9 million, as well as the shares of AMT USA held by the Debtor.
16. AMT USA is incorporated pursuant to the laws of the State of Arizona and is a wholly owned subsidiary of the Debtor. AMT USA also carried on business as a mineral exploration company and maintained an office in Tucson, Arizona. AMT USA is bankrupt and exists solely as a debtor in a liquidation proceeding under Chapter 7 of the United States Bankruptcy Code (the "**Bankruptcy Code**"). The United States Bankruptcy Court for the District of Arizona (the "**Bankruptcy Court**") appointed Diane Mann as Trustee (the "**Chapter 7 Trustee**") to administer the liquidation case for AMT USA.
17. Based on the circular, the Norshield Receiver determined that the Debtor was indebted to Honeybee Software in the amount of CAD \$1,834,769.00 as at April 30, 2004. AMT USA guaranteed the obligations of the Debtor to Honeybee Software pursuant to a guarantee limited to the principal amount of CAD \$1 million (the "**AMT USA**

Guarantee”). As described in the Second Report, the Norshield Receiver previously received payment of CAD \$1,000,000 pursuant to the AMT USA Guarantee, with the result that the Debtor remains indebted to Honeybee Software in the amount of \$834,769.00 based on information contained in the Circular.

18. The Receiver has now completed its realization upon all of the Property known to the Receiver as disclosed in the Debtor’s limited books and records. The Receiver currently holds the sum of \$813,968.00, net of payment of certain professional fees and disbursements incurred by the Receiver and its Canadian and U.S. legal counsel to August 31, 2013, as well as an accrual for such fees and disbursements thereafter through to the discharge of the Receiver.

STATUS OF CLAIMS PROCESS

19. The Receiver has completed the Claims Process authorized by the Claims Process Order. In accordance with the Claims Process Order, the Receiver:
 - (a) mailed a proof of claim form to all known creditors of the Debtor on or about April 30, 2013; and
 - (b) placed an advertisement in *The Globe and Mail* and *La Presse* providing notice of the Claims Process on or about May 1, 2013.
20. In accordance with the Claims Process, creditors were required to submit a completed proof of claim to the Receiver by June 3, 2013 (the “**Claims Bar Date**”).
21. The following proofs of claim were received by the Receiver prior to the Claims Bar Date:
 - (a) from Blake, Cassels & Graydon LLP in the amount of \$96,253.92;
 - (b) from TB Contractors, Inc. in the amount of \$44,239.88; and

(c) from the Norshield Receiver in the amount of \$834,769.00.

22. No proofs of claim were received by the Receiver after the Claims Bar Date.
23. The Receiver has reviewed and admitted each of the foregoing Proofs of Claim as proven claims (collectively, the “**Proven Claims**”).

PROPOSED DISTRIBUTION METHODOLOGY AND BANKRUPTCY OF THE DEBTOR

24. The Receiver is of the view that the net funds in the estate available for distribution to the Debtor’s creditors should be paid *pro rata* to each party holding a Proven Claim. The Receiver is not aware of any party holding a claim against the Debtor which would rank in priority to any of the Proven Claims.
25. However, the Receiver is concerned that if it distributes the net funds in the estate to the Debtor’s creditors as described above, the Receiver may be exposed to personal liability pursuant to the provisions of the *Income Tax Act*, the *Excise Tax Act* and similar provincial taxing statutes which impose liability upon a receiver if it distributes property of a debtor without first obtaining clearance certificates from the relevant taxing authority. Given the very limited books and records of the Debtor in the Receiver’s possession, it appears unlikely that the Receiver will be in a position to obtain any such clearance certificates in a timely fashion, or at all.
26. The Receiver proposes to resolve this issue through a bankruptcy of the Debtor. A trustee in bankruptcy appointed pursuant to the BIA will not be exposed to the same statutory liability as would the Receiver upon making a distribution to the Debtor’s creditors pursuant to the BIA. Under the terms of the Appointment Order, the Receiver

was authorized to file an assignment in bankruptcy on behalf of the Debtor pursuant to the BIA with leave of the Court first being obtained.

27. Accordingly, the Receiver recommends that it be authorized to file an assignment in bankruptcy on behalf of the Debtor naming Richter Advisory Group Inc. as trustee in order to effect a distribution to the Debtor's creditors in the most cost-effective and time-efficient manner possible. The Receiver estimates that, after accounting for the estimated costs of the bankruptcy, each creditor holding a Proven Claim will receive from the Debtor's trustee in bankruptcy approximately 75-76 cents on the dollar of each such claim.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

28. Attached hereto as Exhibit "H" is the Receiver's statement of receipts and disbursements for the period from April 24, 2007 to August 31, 2013. As described above, the Receiver has now completed its realization upon the known assets of the Debtor and does not anticipate receiving any additional funds.
29. As at August 31, 2013, the Receiver has cash on hand of \$813,968.00, which is net of payment of certain professional fees and disbursements of the Receiver and its Canadian and United States legal counsel to August 31, 2013, as well as a holdback of approximately \$32,000.00, including applicable taxes (the "Holdback"). In order to complete the administration of the Debtor's estate in accordance with the Order sought herein, the Receiver will retain the Holdback from the funds which will vest in the trustee in bankruptcy to fund the Receiver's and its legal counsel's professional fees and disbursements through to discharge of the Receiver. In accordance with the

Appointment Order, the Receiver has been authorized to periodically pay such fees and disbursements, subject to approval by the Court.

PROFESSIONAL FEES

30. The Receiver and its Canadian independent legal counsel Thornton Grout Finnigan LLP (“**TGF**”) and Fishman Flanz Meland Paquin LLP (“**FFMP**”) and its United States independent legal counsel Squire Sanders (“**Squire**”) have maintained detailed records of their professional time and costs since the issuance of the Appointment Order. Pursuant to paragraph 21 of the Appointment Order, the Receiver, TGF, FFMP and Squire were directed to pass their accounts from time to time before this Court.
31. The total fees of the Receiver during the period from April 24, 2007 to August 31, 2013 amount to \$356,903.45, together with expenses and disbursements in the amount of \$1,317.70, harmonized sales tax (“**HST**”) in the amount of \$17,911.07 and Quebec sales tax in the amount of \$35,732.56, totalling \$411,864.78 (the “**Receiver Fees**”). The time spent by the Monitor is more particularly described in the Affidavit of Raymond Massi of Richter Advisory Group Inc., sworn September 4, 2013, sworn in support hereof and attached hereto as Exhibit “**I**”.
32. The total legal fees incurred by the Receiver during the period from April 24, 2013 to August 31, 2013 for services provided by TGF as the Monitor’s independent legal counsel amount to \$110,314.00, together with expenses and disbursements in the amount of \$6,901.68 and HST in the amount of \$12,246.77, totalling \$129,462.45. The time spent by TGF personnel is more particularly described in the Affidavit of Grant

Moffat, a partner of TGF, sworn September 4, 2013 in support hereof and attached hereto as Exhibit "J".

33. The total legal fees incurred by the Receiver during the period from April 24, 2013 to August 31, 2013 for services provided by FFMP as the Monitor's independent legal counsel amount to \$12,047.50, together with HST in the amount of \$635.38, and Quebec sales tax in the amount of \$990.76, totalling \$13,673.64. The time spent by FFMP personnel is more particularly described in the Affidavit of Avram Fishman, a partner of FFMP, sworn September 3, 2013 in support hereof and attached hereto as Exhibit "K".
34. The total legal fees incurred by the Receiver during the period from April 24, 2013 to August 31, 2013 for services provided by Squire as the Monitor's independent U.S. legal counsel amount to \$112,326.00, together with expenses and disbursements in the amount of \$2,549.48, totalling \$114,875.48. The time spent by Squire personnel is more particularly described in the Affidavit of Jordan Kroop, a partner of Squire, sworn August 28, 2013 in support hereof and attached hereto as Exhibit "L".
35. By Order of the Court dated January 5, 2010 in the proceeding involving the receivership of the Norshield Companies, Jonathan Wigley of the law firm of Gardner Roberts LLP was appointed as independent counsel (the "**Independent Counsel**") to review the professional fees and disbursements of the Receiver and its counsel and to make submissions to the Court with respect to the fairness and reasonableness of such fees and whether they ought to be assessed and allowed as filed. In Mr. Wigley's Report No. 2 in the Norshield proceeding, Mr. Wigley reviewed the fees and

disbursements of the Receiver, TGF and FFMP in connection with this proceeding for the period ending December 31, 2012 and concluded that such fees are fair and reasonable and ought to be assessed and allowed as filed.

DISCHARGE OF THE RECEIVER

36. Once the Debtor is bankrupt, the Receiver believes that it will be appropriate for the Receiver to obtain its discharge. Based on the current information available to the Receiver, there does not appear to be any necessity for the continuation of the within proceeding following the bankruptcy of the Debtor.
37. The Receiver requests that its discharge only become effective upon filing of a certificate (the “**Discharge Certificate**”) with the Court evidencing that the Receiver has either completed its administration of the Debtor’s estate and the Order sought herein or that it will be unable to do so within a reasonable period of time.

RECEIVER’S CONCLUSION AND RECOMMENDATIONS

38. For the reasons set out above, the Receiver recommends that:
 - (a) the activities of the Receiver as described in the Third Report be approved;
 - (b) the Receiver’s Statement of Receipts and Disbursements be approved;
 - (c) the professional fees and disbursements of the Receiver, TGF, FFMP and Squire be approved and the Receiver be authorized to pay all such fees and disbursements;
 - (d) the Receiver be authorized and directed to file an assignment for the benefit of the Debtor’s creditors pursuant to the provisions of the BIA and Richter Advisory Group Inc. as trustee under such an assignment; and

- (e) the Receiver be discharged effective upon filing of the Discharge Certificate, whereupon all claims against the Receiver in connection with the within proceeding shall be forever barred and extinguished.

All of which is respectfully submitted at Montreal, Quebec this 5th day of September, 2013.

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

Per: _____


TAB A

EXHIBIT "A"



Court File No. 07-CL-6955

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.) TUESDAY, THE 24th
)
JUSTICE C.L. CAMPBELL) DAY OF APRIL, 2007

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

BETWEEN:

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

Applicant

- and -

AMT INTERNATIONAL MINING CORPORATION

Respondent

ORDER

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

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

SERVICE

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

APPOINTMENT

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

RECEIVER'S POWERS

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

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

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

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

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

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

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

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

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

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

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

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

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

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

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

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

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

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

FUNDING OF THE RECEIVERSHIP

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

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

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

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

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

SERVICE

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

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

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

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

BANKRUPTCY AND CCAA

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

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

GENERAL

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

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

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

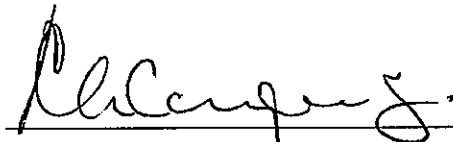
36. **THIS COURT ORDERS** that nothing contained in this Order shall prevent the Receiver from acting as a provisional administrator under the laws of the Province of Quebec, including, but not limited to, the *Securities Act* (Quebec).

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

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

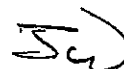
39. **THIS COURT ORDERS** that the Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver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

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



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

APR 24 2007

PER/PAR: 

SCHEDULE "A"

RECEIVER'S CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

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

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

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

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

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

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

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

DATED the day of , 2007.

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

Per: _____

Name:

Title:

RSM RICHTER INC.

Applicant

and

AMT INTERNATIONAL MINING CORPORATION

Respondent

Court File No.: 07-CL-6955

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

ORDER

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

Grant B. Moffat (LSUC #32380L 1D)
Tel: (416) 304-0599
Fax: (416) 304-1313

Solicitors for RSM Richter Inc.

TAB B

EXHIBIT "B"

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.) WEDNESDAY, THE 17th
JUSTICE C.L. CAMPBELL) DAY OF APRIL, 2013

BETWEEN:

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

Applicant

- and -



AMT INTERNATIONAL MINING CORPORATION

Respondent

CLAIMS PROCESS ORDER

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

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

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

CLAIMS PROCESS

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

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

CLAIMS BAR DATE

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

REVIEW OF PROOFS OF CLAIM BY RECEIVER

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

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

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

OBJECTIONS

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

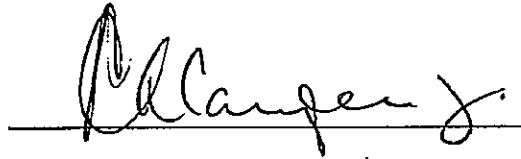
DISTRIBUTIONS

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

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



APR 17 2013



SCHEDULE "A"

PROOF OF CLAIM (CREDITOR)

[RSM RICHTER LETTERHEAD]

April ►, 2013

TO: All Creditors of AMT International Mining Corporation

Dear Madam or Sir:

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

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

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

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

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

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

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

Tel. No.: 1-866-869-9679
Fax No.: 514-934-8603
E-mail: claims@richter.ca

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

Yours very truly,

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

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

Court File No.: 07-CL-6955

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

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

BETWEEN:

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

Applicant

- and -

AMT INTERNATIONAL MINING CORPORATION

Respondent

PROOF OF CLAIM AGAINST AMT INTERNATIONAL MINING CORPORATION

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

Individual: Corporation: Other: Specify: _____

If individual, Claimant's Social Insurance Number: _____

If corporation, Business Identification Number: _____

Address of Claimant: _____

Telephone number of Claimant: _____

E-mail address of Claimant: _____

Fax number of Claimant: _____

I, _____, of _____, do hereby certify:
(Name) (City and province)

1. That I am a Claimant of the Debtor
or that I am _____ of _____
(State position or title) (Name of Claimant)
a Claimant of the Debtor.

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

3. (Check and complete appropriate category:)

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

-or-

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

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

I. ATTESTATION

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

SIGNED this _____ day of _____, 20

(Signature of Claimant)

(Signature of witness)

(Name of Claimant in block letters)

(Name of witness in block letters)

(Address of witness in block letters)

ANNEX "A"

DETAILS OF CLAIM

SCHEDULE "B"

RECEIVERSHIP OF AMT INTERNATIONAL MINING CORPORATION

NOTICE OF THE DEADLINE TO FILE PROOFS OF CLAIM

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

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

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

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

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

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

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

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

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

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

and

AMT INTERNATIONAL MINING CORPORATION
Respondent

Court File No.:07-CL-6955

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

CLAIMS PROCESS ORDER

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

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

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

TAB C

EXHIBIT "C"

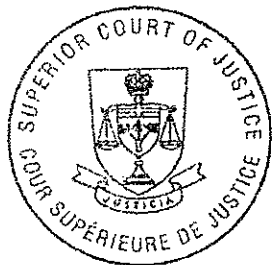
Court File No. 05-CL-5965

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

THE HONOURABLE)
)
MR. JUSTICE CAMPBELL)

WEDNESDAY, THE 29th DAY

OF JUNE, 2005



ONTARIO SECURITIES COMMISSION

Applicant

- and -

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

Respondents

INITIAL ORDER

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

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

SERVICE

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

APPOINTMENT

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

RECEIVER'S POWERS

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

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

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

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

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

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

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

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

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

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

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

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

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

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

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

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

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

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

FUNDING OF THE RECEIVERSHIP

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

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

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

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

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

SERVICE

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

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

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

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

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

BANKRUPTCY AND CCAA

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

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

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

GENERAL

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

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

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

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

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

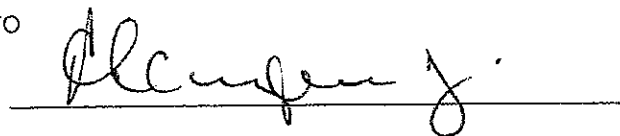
41. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

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

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

JUN 29 2005

PER/PAR



SCHEDULE "A"

NORSHIELD GROUP FUNDS

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

SCHEDULE "B"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

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

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

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

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

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

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

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

DATED the ____ day of _____, 2005.

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

Per: _____

Name:

Title:

SCHEDULE "C"

NOTICE

in respect of

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

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

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

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

ONTARIO SECURITIES COMMISSION
Plaintiff

and

Defendant
Court File No.: 05-CL-5965

ONTARIO
SUPERIOR COURT OF JUSTICE
Proceeding commenced in Toronto

ORDER

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

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

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

TAB D

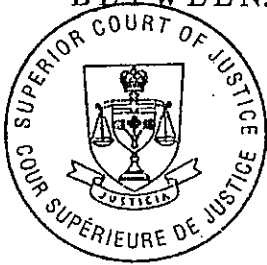
EXHIBIT "D"

Court File No.: 05-CL-5965

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

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

BETWEEN:



ONTARIO SECURITIES COMMISSION

Applicant

- and -

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

Respondents

ORDER

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

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

1. **THIS COURT ORDERS** that the time for service of this motion be and it is hereby abridged to the date and time of actual service and that such service is valid service of the materials filed in support of this motion.
2. **THIS COURT ORDERS** that the appointment of the Receiver pursuant to the Order of this Honourable Court dated Wednesday, June 29, 2005 (the "Initial Order") in respect of each of the Respondents (collectively, the "Norshield Group") be and it is hereby continued in accordance with the terms of the Initial Order, as amended and supplemented hereby, until such time as the Receiver has completed its administration of the Estate and has applied to this Honourable Court for its discharge.
3. **THIS COURT ORDERS** that the Receiver be and it is hereby authorized to commence proceedings and/or participate in existing proceedings in The Commonwealth of the Bahamas, Barbados or any other Caribbean jurisdiction including, without limitation, bankruptcy, restructuring, liquidation, winding-up and civil proceedings with respect to any of the Respondents, Mosaic Composite Ltd. or Uninvest Multi-Strategy Fund II Ltd. .
4. **THIS COURT ORDERS** that the Receiver be and it is hereby authorized to take all necessary steps to have the Receiver or one of its personal representatives appointed by the court of The Commonwealth of the Bahamas, together with Clifford Culmer in his personal capacity (or any other individual substituted for Mr. Culmer by the Bahamian court), as joint liquidator (the "Joint Liquidator") of the assets, undertakings and properties of Olympus Uninvest Ltd. ("Uninvest").
5. **THIS COURT ORDERS** that the Receiver shall be authorized to advance to the Joint Liquidator, on such terms as may be satisfactory to the Receiver, the "Funding Amount" which shall be utilized by the Joint Liquidator to fund its fees and disbursements only in its capacity as Joint Liquidator. The Funding Amount shall be a percentage of the sum of \$500,000.00, calculated by determining the *pro rata* share of such amount attributable to the amount of funds invested in Uninvest by the Retail Investors as compared to the Institutional Investors (each as defined in the First Report). The Receiver shall only advance the Funding Amount to the Joint

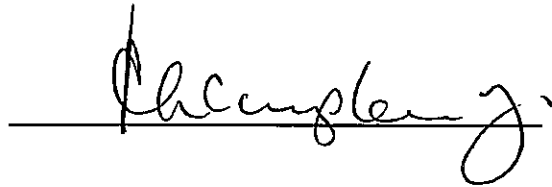
Liquidator if the Institutional Investors advance to the Joint Liquidator their *pro rata* share of the sum of \$500,000.00 as described above.

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

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

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

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



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

JUL 14 2005

PER/PAR: 

ONTARIO SECURITIES COMMISSION
Applicant

and

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

Respondents

Court File No.:05-CL-5965

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

ORDER

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

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

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

THE HONOURABLE)
)
MR. JUSTICE C.L. CAMPBELL) FRIDAY THE 9TH DAY
) OF SEPTEMBER, 2005

ONTARIO SECURITIES COMMISSION

Applicant

- and -



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

Respondents

ORDER

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

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

SERVICE

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

APPOINTMENT

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

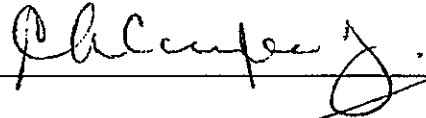
- (i) Norshield Investment Corporation; and
- (ii) Norshield Capital Management Corporation,

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

REQUEST FOR ASSISTANCE

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

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



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

SEP 09 2005

PER/PAR 

SCHEDULE "A"

Court File No. 05-CL-5965

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

THE HONOURABLE) WEDNESDAY, THE 29th DAY
)
MR. JUSTICE CAMPBELL) OF JUNE, 2005



ONTARIO SECURITIES COMMISSION

Applicant

- and -

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

Respondents

INITIAL ORDER

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

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

SERVICE

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

APPOINTMENT

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

RECEIVER'S POWERS

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

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

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

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

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

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

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

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

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

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

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

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

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

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

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

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

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

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

FUNDING OF THE RECEIVERSHIP

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

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

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

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

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

SERVICE

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

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

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

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

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

BANKRUPTCY AND CCAA

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

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

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

GENERAL

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

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

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

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

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

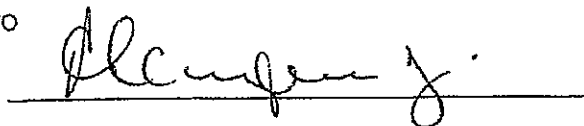
41. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

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

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

JUN 29 2005

PER/PAR



SCHEDULE "A"

NORSHIELD GROUP FUNDS

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

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

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

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

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

DATED the ____ day of _____, 2005.

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

Per: _____

Name:

Title:

SCHEDULE "C"

NOTICE

in respect of

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

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

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

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

ONTARIO SECURITIES COMMISSION
Plaintiff

and

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

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

ORDER

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

Grant B. Moffat/Greg Azeff
Law Society No.: 32380L 1D / 45324C
Tel: (416) 304-1616
Fax: (416) 304-1313

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

ONTARIO SECURITIES COMMISSION
Applicant

and

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

Respondents

Court File No.:05-CL-5965

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

ORDER

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

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

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

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

T A B E

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

SERVICE

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

APPOINTMENT

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

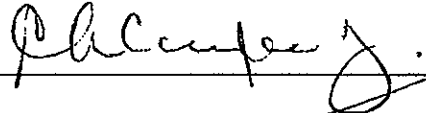
- (i) Norshield Investment Corporation; and
- (ii) Norshield Capital Management Corporation,

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

REQUEST FOR ASSISTANCE

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

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



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

SEP 09 2005

PER/PAR



SCHEDULE "A"

Court File No. 05-CL-5965

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE) WEDNESDAY, THE 29th DAY
)
MR. JUSTICE CAMPBELL) OF JUNE, 2005



ONTARIO SECURITIES COMMISSION

Applicant

- and -

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

Respondents

INITIAL ORDER

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

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

SERVICE

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

APPOINTMENT

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

RECEIVER'S POWERS

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

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

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

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

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

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

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

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

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

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

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

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

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

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

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

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

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

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

FUNDING OF THE RECEIVERSHIP

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

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

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

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

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

SERVICE

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

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

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

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

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

BANKRUPTCY AND CCAA

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

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

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

GENERAL

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

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

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

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

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

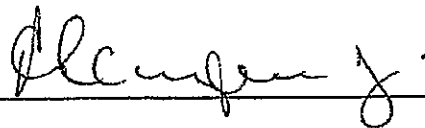
41. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

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

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

JUN 29 2005

PER/PAR



SCHEDULE "A"

NORSHIELD GROUP FUNDS

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

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

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

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

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

DATED the ____ day of _____, 2005.

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

Per: _____

Name:

Title:

SCHEDULE "C"

NOTICE

in respect of

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

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

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

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

ONTARIO SECURITIES COMMISSION
Plaintiff
and

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

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

ORDER

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

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

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

ONTARIO SECURITIES COMMISSION
Applicant

and

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

Respondents

Court File No.:05-CL-5965

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

ORDER

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

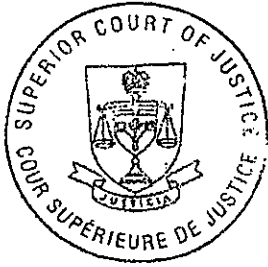
John L. Finnigan (LSUC# 240408)
Gregory R. Azeff (LSUC# 45324C)

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

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

TAB F

EXHIBIT "F"



Court File No. 05-CL-5965

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

THE HONOURABLE

)

FRIDAY, THE 14th DAY

)

MR. JUSTICE C.L. CAMPBELL

)

OF OCTOBER, 2005

ONTARIO SECURITIES COMMISSION

Applicant

- and -

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

Respondents

ORDER

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

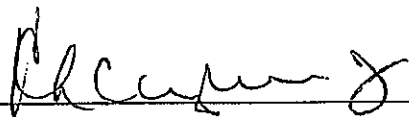
ON READING the affidavit of Raymond Massi sworn October 12, 2005 and the Exhibits thereto, and on hearing the submissions of counsel for the Receiver,

SERVICE

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

AMENDMENT

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



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

OCT 17 2005

PER/PAR: NB

SCHEDULE "A"

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

SERVICE

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

APPOINTMENT

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

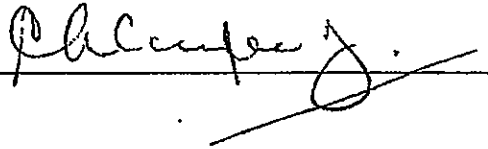
- (i) Norshield Investment Corporation; and
- (ii) Norshield Capital Management Corporation,

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

REQUEST FOR ASSISTANCE

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

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



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LE / DANS LE REGISTRE NO.:

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SCHEDULE "A"

Court File No. *05-CL-5965*

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

THE HONOURABLE) WEDNESDAY, THE 29th DAY
)
MR. JUSTICE CAMPBELL) OF JUNE, 2005



ONTARIO SECURITIES COMMISSION

Applicant

- and -

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

Respondents

INITIAL ORDER

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

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

SERVICE

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

APPOINTMENT

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

RECEIVER'S POWERS

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

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

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

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

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

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

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

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

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

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

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

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

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

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

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

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

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

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

FUNDING OF THE RECEIVERSHIP

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

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

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

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

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

SERVICE

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

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

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

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

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

BANKRUPTCY AND CCAA

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

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

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

GENERAL

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

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

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

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

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

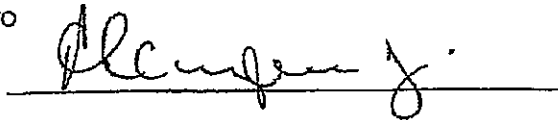
41. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

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

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

JUN 29 2005

PER/PAR



SCHEDULE "A"

NORSHIELD GROUP FUNDS

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

SCHEDULE "B"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

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

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

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

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

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

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

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

DATED the ____ day of _____, 2005.

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

Per: _____

Name:

Title:

SCHEDULE "C"

NOTICE

in respect of

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

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

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

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

ONTARIO SECURITIES COMMISSION
Plaintiff

and

Defendant

Court File No.: *05-06-5965*

ONTARIO

SUPERIOR COURT OF JUSTICE

Proceeding commenced in Toronto

ORDER

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

Grant B. Moffat/Greg Azciff
Law Society No.: 32380L 1D / 45324C
Tel: (416) 304-1616
Fax: (416) 304-1313

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

ONTARIO SECURITIES COMMISSION
Applicant

and

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

Respondents

Court File No.:05-CL-5965

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

ORDER

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

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

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

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

ONTARIO SECURITIES COMMISSION
Applicant

and

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

Respondents

Court File No.:05-CL-5965

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

ORDER

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

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

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

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

TAB G

EXHIBIT " 6 "

AMT INTERNATIONAL MINING CORPORATION
(the "Company")

INFORMATION CIRCULAR

P-5

Solicitation of proxies

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

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

Right of revocation of proxies

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

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

Exercise of discretion by proxies

The management undertakes to respect the holder's instructions.

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

Authorized capital stock, voting securities and principal holders thereof

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

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

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

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

Non-registered shareholders

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

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

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

Interest of certain persons in matters to be acted upon

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

[Balance of page intentionally blank]

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

Overview

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

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

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

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

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

Norshield Investment Corporation

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

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

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

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

Information Circular
AMT INTERNATIONAL MINING CORPORATION

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

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

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

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

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

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

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

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

Description of the terms and conditions of the Offers

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

Offer by Copper International Corporation

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

The Offer of CIC may be summarized as follows:

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

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

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

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

Offer by Palos Capital Corporation

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

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

Newco would:

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

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

Offers by Redhawk Resources Inc.

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

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

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

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

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

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

OR

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

Basic Terms and Conditions:

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

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

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

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

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

[Balance of page intentionally blank]

OTHER BUSINESS

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

Approval of Information Circular

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

Toronto, April 30, 2004

By order of the Board of Directors



Dale G. Smith
Director

TAB H

EXHIBIT "H"

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

accruals

Receipts		
Proceeds received from Pothier Valiquette (Note 1)	401 991	
Cash from AMT International bank account (Note 2)	58 673	
Advance Royalty payment from Redhawk Resources, Inc. (Note 3)	125 000	
Distribution from Chapter 7 Trustee re bankruptcy of AMT (USA), Inc. (Note 4)	1 022 475	
Interest	6 915	
Total Receipts	1 615 055	0
Disbursements		
Royalty payment transferred to Chapter 7 Trustee (Note 3)	125 000	
Newspaper ads regarding First Meeting of Creditors	8 779	
Legal fees	248 030	13 000
Receiver fees	373 221	15 000
Storage	6 419	
Sales taxes	38 517	4 011
Miscellaneous disbursements and currency exchange (Note 5)	1 121	500
Total Disbursements	801 087	32 511
Estimated funds on hand (Note 6)	813 968	-32 511

Notes:

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

TAB I

EXHIBIT " I "

Court File No.: 07-CL-6955

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

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

BETWEEN:

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

Applicant

- and -

AMT INTERNATIONAL MINING CORPORATION

Respondent

AFFIDAVIT OF RAYMOND MASSI

(Sworn September 4, 2013)

**I, RAYMOND MASSI, of the City of Montréal, in the Province of Quebec,
MAKE OATH AND SAY:**

1. I am a partner with Richter Advisory Group Inc. (formerly RSM Richter Inc.) ("**Richter**"), as such, have knowledge of the facts to which I herein depose.
2. Richter has acted in the capacity as the Receiver (the "**Receiver**") of all of the assets, undertakings and properties of AMT International Mining Corporation since its initial appointment on April 24, 2007.

3. Attached hereto as Exhibit "A" are copies of the invoices issued by the Receiver for fees and disbursements incurred by the Receiver over the course of the receivership of AMT between April 24, 2007 and August 31, 2013.
4. Attached hereto as Exhibit "B" is a schedule summarizing each invoice in Exhibit "A", the total billable hours charged per invoice, the total fees charged per invoice and the average hourly rate charged per invoice.
5. Attached hereto as Exhibit "C" is a schedule summarizing the respective positions and billing rates for each of the professionals at Richter who have been involved in the receivership.
6. I make this affidavit in support of a motion by the Receiver for, among other things, the approval of the fees and disbursements of the Receiver and its legal counsel and for no other or improper purpose.

SWORN before me, at the City of Montréal,
in the Province of Quebec this 4th day)
of September, 2013.)

Christiane Girard)

A Commissioner for taking oaths, etc.

Raymond Massi

Raymond Massi



AMT International Mining Corporation
 c/o Richter Advisory Group Inc.
 (formerly RSM Richter Inc.)
 1981 McGill College
 Montréal QC H3A 0G6

Attention: Mr. Eric A. Rodier, CPA, CA, MBA

Date: 12/17/2012
Invoice #: RP06001
File #: 018568-001
Due Date: Upon Receipt

Professional services rendered for the period March 26, 2007 to July 31, 2010

Fees	\$202,504.00
Disbursements (courier, long distance calls, conference calls, photocopies, taxis, etc.)	1,194.87
	<hr/>
Sub-Total	203,698.87
GST #14133 7766 RT0001	10,184.94
QST #1018994727	20,318.97
	<hr/>
Balance to pay:	<u>\$234,202.78</u>

Payment Options

We accept Direct Telephone Banking and Internet Banking. If you choose to pay your account using one of these payment options, please contact Collection Department at 514.934.3580 or e-mail collection@richter.ca

T. 514.934.3452
erodier@richter.ca

Richter Groupe Conseil Inc.
 Richter Advisory Group Inc.
 1981 McGill College
 Mt (Qc) H3A 0G6
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Date: 12/17/2012
Invoice #: RP06001
File #: 018568-001

Fees and Disbursements Summary

Name	Hours	Rate	Amount
AM Andrew Michelin	0.50	595.00	297.50
ER Eric Rodier	48.60	595.00	28,917.00
RM Raymond Massi	1.00	575.00	575.00
ER Eric Rodier	56.90	575.00	32,717.50
ER Eric Rodier	106.30	550.00	58,465.00
SS Shelley Smith	0.50	450.00	225.00
PG Pascale Gaudreault	3.75	395.00	1,481.25
IC Isabelle Côté	9.50	350.00	3,325.00
SD Stéphane De Broux	7.50	300.00	2,250.00
JB Julien Belisle	13.70	300.00	4,110.00
JB Julien Bélisle	186.04	275.00	51,161.00
JFA Jean-Francois Audet	2.25	275.00	618.75
CO Carol O'Donnell	4.00	250.00	1,000.00
AS Ann Stremski	22.20	190.00	4,218.00
PL Pascale Lareau	1.15	185.00	212.75
AS Ann Stremski	5.30	185.00	980.50
LC Louise Carignan	54.90	105.00	5,764.50
NF Nicole Fournier	1.50	105.00	157.50
AW Adriana Wilson	2.95	105.00	309.75
RR Renia Rudnicki	1.00	105.00	105.00
AB Anne-Marie Beaulieu	10.45	105.00	1,097.25
CG Christiane Girard	27.75	105.00	2,913.75
CJ Cloremice Jean	2.50	105.00	262.50
CJC Courtney Castelino	0.80	105.00	84.00
KB Katrina Burak	14.58	75.00	1,093.50
KS Kristiana Salmon	3.24	50.00	162.00
Professional Fees	588.86		202,504.00
Disbursements (Taxable)			1,194.87
Total :			\$203,698.87



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Date	Timekeeper	Description	Hours	Rate	Amount
03/26/2007	IC	Search in Internet- reading of printed documents	6.00	350.00	2,100.00
03/27/2007	IC	Search in Internet on Redhawk Resources - memorandum on the Internet research	2.00	350.00	700.00
03/28/2007	IC	Memorandum on Redhawk Resources Inc.	1.00	350.00	350.00
03/30/2007	IC	Finalize memorandum on Redhawk	0.50	350.00	175.00
04/19/2007	LC	Photocopies and search on AMT	5.00	105.00	525.00
04/24/2007	ER	AMT receivership/issues/letters; com. G. Moffat; e-mail to Arizona attorney; lengthy conf. call Kroop/Paquin/Moffat; com. S. De Broux	2.60	550.00	1,430.00
04/24/2007	SD	Discussion with E. Rodier re: AMT Receivership and preparation of a letter re: Notice of Receivership; reading of Receivership order and of Affidavit	2.00	300.00	600.00
04/24/2007	AB	Doc. preparation	0.50	105.00	52.50
04/25/2007	ER	Arizona Engagement Letter re: AMT; letters to former Officers/Directors; com. Dale Smith; com. G. Paquin	2.10	550.00	1,155.00
04/25/2007	CO	Prepare documents to open bank accounts for AM	0.40	250.00	100.00
04/25/2007	AB	Doc. preparation	0.50	105.00	52.50
04/26/2007	ER	AMT Receivership issues; misc. letters, e-mails, etc. re: AMT; Arizona Engagement Letter re: AMT	2.50	550.00	1,375.00
04/26/2007	AB	Doc. preparation	0.75	105.00	78.75
04/27/2007	ER	Misc. e-mails/com./issues; misc. letters re: Property/documents; com. G. Moffat; com. G. Paquin	2.40	550.00	1,320.00
04/27/2007	SD	AMT Receivership; review of document and e-mails	1.50	300.00	450.00
04/27/2007	AB	Doc. preparation	0.75	105.00	78.75
04/30/2007	ER	Misc. issues; com. G. Moffat re: misc. issues; com. G. Paquin	1.10	550.00	605.00
04/30/2007	AB	Doc. preparation	0.10	105.00	10.50



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05/01/2007	ER	Misc. e-mails; com. Arizona lawyer; com. D. Smith	0.90	550.00	495.00
05/02/2007	ER	Rev. answer to D&G claim; com. Paquin re: D&G; com. Moffat; com. Marc Pothier re: Books and Records; com. B. Cabianca/S Ranson (Arizona); com. Rusing & Lopez (Arizona) re: Ina	1.90	550.00	1,045.00
05/03/2007	ER	Review of D&G defense docs; com. G. Paquin/G. Moffat re: D&G; com. D. Smith re: Property/Books and Records	1.80	550.00	990.00
05/04/2007	ER	Com. G. Paquin; D&G defense docs; com. S. Smith; com. Arizona lawyer	1.20	550.00	660.00
05/08/2007	ER	Books and records; com. Tina, Equity Transfer; D&G legal issues	0.80	550.00	440.00
05/09/2007	ER	Books and records; com. G. Moffat; com. P. Gaudreault; com. D. Smith; com. Pothier Valiquette	1.40	550.00	770.00
05/09/2007	PG	Review of AMT boxes and various correspondence; com. E. Rodier	2.00	395.00	790.00
05/09/2007	LC	AMT boxes inventory	3.00	105.00	315.00
05/10/2007	AS	Prepare cheque	0.30	190.00	57.00
05/10/2007	AB	Communication with Marc Pothier	0.35	105.00	36.75
05/10/2007	LC	AMT boxes inventory	6.50	105.00	682.50
05/14/2007	ER	Letter to banks, etc.; review documents; misc. communications; meeting with J. Bélisle re: documents	2.40	550.00	1,320.00
05/14/2007	JB	Meeting with E. Rodier re: AMT	1.00	275.00	275.00
05/14/2007	JB	Review of AMT Intl files and AMT Inc. USA re: financial assets, box 5	5.50	275.00	1,512.50
05/14/2007	JB	Reading of Affidavit; Court Order and Report 6	2.42	275.00	665.50
05/14/2007	AB	Doc. preparation	0.50	105.00	52.50
05/14/2007	AB	Com. with Patty Manan (CIBC in Toronto)	0.10	105.00	10.50
05/14/2007	LC	AMT boxes inventory	5.50	105.00	577.50
05/15/2007	JB	Review of AMT Intl files and AMT Inc. USA re: financial assets, box 5	0.56	275.00	154.00



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05/15/2007	JB	Prepare bank letters	2.56	275.00	704.00
05/15/2007	JB	Review of AMT Intl files and AMT Inc. USA re: financial assets, boxes 2-4	5.00	275.00	1,375.00
05/15/2007	LC	AMT re: Pothier Valiquette box inventory	4.25	105.00	446.25
05/16/2007	ER	Meetings J. Bélisle re: D&G/docs/f/s./etc.; letters re: misc. banks/lawyers	2.00	550.00	1,100.00
05/16/2007	JB	Work on the Moose lease with D&G; meeting E. Rodier re: D&G documents	6.00	275.00	1,650.00
05/16/2007	JB	Box 5 - Nigerian fraud and \$20K cash deposit	2.00	275.00	550.00
05/16/2007	AB	Doc. preparation	1.00	105.00	105.00
05/17/2007	JB	Review of payments and review of financial statements	2.50	275.00	687.50
05/18/2007	ER	D & G legal issues; com. U.S. lawyers; misc. AMT issues	1.30	550.00	715.00
05/22/2007	ER	Review documents; conf. call with Brian Cabianca (Arizona)/J. Bélisle; com. G. Paquin; D&G Mining issues/info request/interrogations	1.60	550.00	880.00
05/23/2007	ER	D&G Mining issues/interrogations; meeting J. Bélisle re: documents; lengthy conf. call with Brian Cabianca/S. Ransom/J. Bélisle re: D&G claim	1.40	550.00	770.00
05/23/2007	JB	Obtain documents for lawyer; conf. call with Brian Cabianca (Arizona) and E. Rodier	3.00	275.00	825.00
05/23/2007	JB	Call lawyer; meeting E. Rodier re: documents	1.00	275.00	275.00
05/24/2007	ER	D&G issues/interrogations; discussion with P. Gaudreault	0.70	550.00	385.00
05/24/2007	PG	Discussion with E. Rodier re AMT and share registry and research	0.50	395.00	197.50
05/24/2007	JB	Collecting information for Watson	8.00	275.00	2,200.00
05/25/2007	ER	Num. com. S. Ransom re: D&G claim; meeting J. Bélisle re: D & G; misc. AMT	1.60	550.00	880.00



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05/25/2007	JB	issues Collect information for Watson's request; meeting E. Rodier	6.00	275.00	1,650.00
05/28/2007	ER	Asset realization; com. M. Bantey (Blakes); com. Paquin re: misc. issues; D&G Mining claim issues; com. Moffat re: misc. issues; meeting with De Broux re: Books and Records	1.60	550.00	880.00
05/28/2007	SD	Various researches and meeting with E. Rodier	2.00	300.00	600.00
05/28/2007	JB	Collecting documentation for lawyer's request	2.00	275.00	550.00
05/28/2007	AS	Prepare deposit	0.30	190.00	57.00
05/28/2007	LC	AMT doc. scan for Julien/Watson lawyers	3.00	105.00	315.00
05/29/2007	ER	Meeting S. De Broux re: Books and Records, misc. issues; D&G Mining issues	1.20	550.00	660.00
05/29/2007	SD	Meeting with E. Rodier re: claim process and AMT	1.00	300.00	300.00
05/29/2007	JB	Completing the file for lawyer's request	6.00	275.00	1,650.00
05/29/2007	LC	AMT docs. scan re: Julien/Watson lawyers	6.00	105.00	630.00
05/30/2007	ER	D&G Mining issues; com. G. Moffat re: various and D&G legal issues; misc. issues	1.10	550.00	605.00
05/30/2007	JB	Review of disquettes from AMT	2.00	275.00	550.00
05/30/2007	JB	Preparation of file for lawyer	6.00	275.00	1,650.00
05/30/2007	AB	Misc. administration	3.40	105.00	357.00
05/30/2007	LC	AMT docs. scan for Julien/Watson	6.25	105.00	656.25
05/31/2007	ER	D&G issues; misc. issues/B&R/com.	1.40	550.00	770.00
05/31/2007	SD	Supervision of J. Bélisle re: AMT review of Books and Records	1.00	300.00	300.00
05/31/2007	JB	Review of file and prepare documentation for lawyer	4.00	275.00	1,100.00
05/31/2007	AB	Misc. administration	1.00	105.00	105.00
05/31/2007	LC	AMT docs. scan re: Julien/Watson	3.00	105.00	315.00



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		lawyers			
06/01/2007	ER	Com. J. Torres (Bank of America)	1.00	550.00	550.00
06/04/2007	ER	Misc. D&G issues/interrogations; misc. Bank letters; review documents	1.10	550.00	605.00
06/04/2007	JB	Get box re: preparation of file	2.00	275.00	550.00
06/05/2007	ER	D & G. interrogations; meeting J. Bélisle re: D&G interrogations	3.80	550.00	2,090.00
06/05/2007	JB	Meeting with E. Rodier and Lawyer	3.50	275.00	962.50
06/05/2007	JB	Preparation of the file for lawyer	4.50	275.00	1,237.50
06/05/2007	AB	Doc. preparation	0.25	105.00	26.25
06/05/2007	LC	AMT scans for Julien/Watson	3.00	105.00	315.00
06/06/2007	ER	Lengthy com. D. Smith re: D&G; num. com. S. Ranson re: D&G; review documents re: interrogations (D & G); com. M. Meland re: D&G; meeting J. Bélisle re: D&G	2.30	550.00	1,265.00
06/06/2007	JB	Documentation for the lawsuit; meeting E. Rodier	4.00	275.00	1,100.00
06/06/2007	AS	Call bank; reply to e-mail from bank; transfer funds from CDN to US account; prepare entries	0.50	190.00	95.00
06/06/2007	AB	Doc. preparation	0.15	105.00	15.75
06/06/2007	LC	AMT scans for Julien/Watson	2.00	105.00	210.00
06/07/2007	ER	Lengthy com. G. Moffat re: Verma action; com. G. Moffat re: D&G; lengthy conf. call with Arizona lawyers re: D&G	1.10	550.00	605.00
06/07/2007	JB	Conference call with lawyer	2.00	275.00	550.00
06/08/2007	ER	Com. Arizona lawyers re: D&G; misc. AMT issues	0.60	550.00	330.00
06/11/2007	ER	Review Arizona lawyers' draft response to interrogations re: D&G Mining; meeting with J. Bélisle re: D&G; lengthy conference call with Arizona lawyers' draft response to interrogations re: D&G Mining	2.60	550.00	1,430.00
06/11/2007	JB	Conference call with lawyer; meeting E. Rodier	1.50	275.00	412.50



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06/12/2007	ER	Review draft response to interrogations re: D&G; conference call with Arizona lawyers; meeting with J. Bélisle re: D&G	2.60	550.00	1,430.00
06/12/2007	JB	Conference call; meeting E. Rodier	0.50	275.00	137.50
06/12/2007	NF	Doc. preparation for Eric Rodier re: phot. and e-mails	0.50	105.00	52.50
06/13/2007	ER	Misc. com./issues; final D&G interrogations	0.60	550.00	330.00
06/14/2007	ER	Misc. e-mails/com.	0.40	550.00	220.00
06/14/2007	AS	Prepare cheque; start Excel schedule for professional fees	0.70	190.00	133.00
06/15/2007	ER	Misc. admin./issues; com. Bank of America	0.60	550.00	330.00
06/18/2007	ER	Com. G. Moffat re: misc. issues; misc. issues	0.60	550.00	330.00
06/18/2007	CO	Verify bank reconciliation	0.10	250.00	25.00
06/19/2007	ER	Com. A. Granville re: Summerland; com. O. Haynes re: Summerland	0.30	550.00	165.00
06/22/2007	ER	Misc. issues	0.30	550.00	165.00
06/26/2007	ER	Misc. issues; redirection of mail; com. G. Moffat re: reporting/privilege issues	0.60	550.00	330.00
06/27/2007	ER	Misc. issues/redirection of mail/etc.	0.20	550.00	110.00
06/27/2007	AS	Prepare cheque	0.30	190.00	57.00
06/27/2007	AB	Doc. preparation	0.50	105.00	52.50
06/28/2007	AB	Doc. preparation	0.60	105.00	63.00
07/04/2007	ER	Misc. issues	0.20	550.00	110.00
07/06/2007	ER	Com. Bank of Montreal; com. Arizona attorney; misc. issues	0.60	550.00	330.00
07/06/2007	KS	Bank reconciliations	0.05	50.00	2.50
07/09/2007	ER	Com. B. Cabianca re: D&E; misc. AMT issue	0.30	550.00	165.00
07/09/2007	KS	Bank reconciliations	0.05	50.00	2.50
07/10/2007	ER	Com. Arizona lawyer; misc. e-mails	0.30	550.00	165.00
07/10/2007	JB	Conference call with lawyers; search for AMT USA indebtedness	2.00	275.00	550.00
07/11/2007	ER	Preparation for conference call; conf. call Arizona lawyers/G. Paquin	2.10	550.00	1,155.00



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07/11/2007	JB	Conference call with lawyer AMT; work of demands	1.50	275.00	412.50
07/11/2007	PL	Bank reconciliation	0.20	185.00	37.00
07/12/2007	ER	Creditors claims; misc. issues	0.30	550.00	165.00
07/12/2007	JB	Review of file for creditors of AMT and AMT USA	2.00	275.00	550.00
07/13/2007	JB	Communication with storage facilities	0.50	275.00	137.50
07/13/2007	JB	Review of Sopamy claim	1.00	275.00	275.00
07/16/2007	ER	Letters to lawyers; letter to Bank of America; Redhawk issues	1.60	550.00	880.00
07/16/2007	CJ	Letters to Aird & Berlis and to Bank of America (E. Rodier)	1.00	105.00	105.00
07/17/2007	ER	Misc. letters (Bank of America/lawyers); Redhawk issues; misc. issues	0.70	550.00	385.00
07/17/2007	CG	Doc. preparation	1.50	105.00	157.50
07/18/2007	ER	Com. Bank of America; Redhawk issues	0.30	550.00	165.00
07/18/2007	JB	Redirection of mail	1.00	275.00	275.00
07/18/2007	JB	Storage issue	1.00	275.00	275.00
07/18/2007	AS	Prepare deposit	0.30	190.00	57.00
07/18/2007	NF	Doc. preparation for Eric Rodier re letters	1.00	105.00	105.00
07/19/2007	ER	Misc. letters/redirection of mail; Redhawk issues/letters; S.H. issues; com. Julien Bélisle	1.40	550.00	770.00
07/19/2007	JB	Shareholder and storage issue; com. with E. Rodier	1.00	275.00	275.00
07/19/2007	CG	Doc. preparation	1.00	105.00	105.00
07/19/2007	CJ	Letter to Kristian Ross (E. Rodier)	1.00	105.00	105.00
07/20/2007	ER	Com. Aird & Berlis re: Books and Records; com. Redhawk Resources; misc. e-mails issues	1.20	550.00	660.00
07/20/2007	CG	Doc. preparation	0.50	105.00	52.50
07/20/2007	CJ	Letter to Kross modif (E. Rodier)	0.50	105.00	52.50
07/23/2007	AS	Fill application for registration for GST/QST numbers; copy corresponding documents	0.50	190.00	95.00



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07/23/2007	CG	Doc. preparation	1.50	105.00	157.50
07/24/2007	AS	File administration documents regarding GST number and storage	0.70	190.00	133.00
07/25/2007	ER	Misc. admin./issues	0.50	550.00	275.00
07/25/2007	AS	File administration documents; prepare cheques	2.00	190.00	380.00
08/02/2007	CG	Doc. preparation	0.75	105.00	78.75
08/06/2007	ER	Misc. e-mails/com./documents. from Aird & Berlis	0.50	550.00	275.00
08/06/2007	KS	Bank reconciliations	0.10	50.00	5.00
08/07/2007	ER	Com. G. Moffat re: Verma/Redhawk	0.20	550.00	110.00
08/07/2007	JB	Storage and report issue	1.00	275.00	275.00
08/08/2007	ER	Lengthy com. Michael Morrison re: royalties; misc. AMT issues	0.60	550.00	330.00
08/08/2007	KS	Bank reconciliations	0.10	50.00	5.00
08/08/2007	JB	Letter to equity transfer and com with S. Ransom	0.50	275.00	137.50
08/08/2007	JB	Review of the minutes of BOD	1.00	275.00	275.00
08/09/2007	ER	Misc. Redhawk issues/e-mails S. Bastable/etc.; misc. issues	0.30	550.00	165.00
08/09/2007	JB	Information gathering on Redhawk	2.00	275.00	550.00
08/09/2007	AS	Prepare cheque	0.30	190.00	57.00
08/09/2007	RR	Prepare document; changes	0.40	105.00	42.00
08/10/2007	ER	Com. Steve Bastable re: Redhawk; misc. com. G. Moffat; meeting J. Bélisle re: Redhawk data	1.00	550.00	550.00
08/10/2007	JB	Redhawk; meeting E. Rodier	0.50	275.00	137.50
08/10/2007	AS	Call from Minister of Revenue re: opening of GST number	0.20	190.00	38.00
08/13/2007	ER	Review Redhawk documents; com. G. Moffat re: Verma claim; com. G. Paquin re: Verma and Redhawk; com. Steve Barley re: Redhawk; com. S. Ransom re: Verma/D&G	1.70	550.00	935.00
08/14/2007	ER	Com. Steve Barley re: Redhawk	0.20	550.00	110.00
08/15/2007	ER	Com. D. Anderson (Dundee) re: Redhawk; lengthy com. Steve Barley	0.70	550.00	385.00



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		re: Redhawk; misc. issues			
08/16/2007	ER	Letter to creditor; Redhawk issues	0.60	550.00	330.00
08/16/2007	AS	Prepare cheque	0.30	190.00	57.00
08/16/2007	RR	Prepare document	0.30	105.00	31.50
08/17/2007	ER	S. Ransom memo re: Verma	0.30	550.00	165.00
08/17/2007	RR	Finalize document	0.30	105.00	31.50
08/20/2007	ER	Com. S. Ransom re: Amalgamet; review Amalgamet cancellation agreement; misc. Redhawk issues	1.00	550.00	550.00
08/21/2007	ER	Misc. Redhawk issues	0.20	550.00	110.00
08/21/2007	JB	Correspondence with S. Ransom, public storage and E. transfer	1.00	275.00	275.00
08/21/2007	AS	Calls re: storage in Tucson; prepare cheque	0.50	190.00	95.00
08/23/2007	ER	Misc. issues/Amalgamet	0.20	550.00	110.00
08/24/2007	ER	Com. S. Barley - Redhawk; misc. e- mails	0.20	550.00	110.00
08/30/2007	ER	Com. D. Anderson (Dundee) re: Redhawk; com. Rob Klaussen (Dundee) re: Redhawk	0.30	550.00	165.00
08/31/2007	ER	Com. Rob Klaussen - Dundee re: Redhawk; com. M. Mayman re: Redhawk	0.20	550.00	110.00
09/04/2007	ER	Meeting A. Stremski/misc. admin.; Redhawk issues; com. Steve Barley re: Redhawk	0.30	550.00	165.00
09/04/2007	AS	Review invoices; meeting E. Rodier	0.30	190.00	57.00
09/05/2007	ER	Misc. Redhawk issues	0.40	550.00	220.00
09/06/2007	ER	Lengthy com. S. Barley - Redhawk; com. M. Meland re: Redhawk	1.30	550.00	715.00
09/07/2007	ER	Numerous com. Nesbitt Burns re: Redhawk; misc. Redhawk documentation; misc. e-mails/com. - D&G/Books and Records	1.40	550.00	770.00
09/10/2007	ER	Com. J. Bélisle re: update/Books and Records	0.20	550.00	110.00
09/10/2007	JB	Delivery of the boxes; com. E. Rodier	0.50	275.00	137.50



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09/11/2007	ER	Misc. issues/com.; misc. Redhawk issues; com. Blackmont re: Redhawk	1.30	550.00	715.00
09/17/2007	ER	Lengthy com. G. Paquin re: update; misc. Redhawk issues; com. Michael Klax - Blackmont Capital re: Redhawk; misc. D&G issues	0.80	550.00	440.00
09/18/2007	ER	Com. G. Moffat re: Verma/misc. issues; misc. Books and Records/com.	0.60	550.00	330.00
09/18/2007	LC	Bank reconciliation	0.30	105.00	31.50
09/19/2007	ER	Com. Michael Klax/Rick Vernon re: Redhawk	0.20	550.00	110.00
09/19/2007	AS	Prepare cheque; update professional fees schedule; e-mails	0.60	190.00	114.00
09/20/2007	ER	Review liabilities/Verma issue	0.40	550.00	220.00
09/21/2007	ER	Com. Michael Klax/Rick Vernon re: Redhawk; conf. call Arizona/Canadian attorneys	1.00	550.00	550.00
09/21/2007	ER	Misc. D&G issues/review Motion; misc. Redhawk issues; meeting J. Bélisle re: misc. liabilities; com. G. Paquin re: D&G; lengthy conf. call Paquin/Moffat	2.50	550.00	1,375.00
09/21/2007	JB	Report and conf. call; meeting E. Rodier	3.00	275.00	825.00
09/24/2007	ER	Lengthy com. Michael Klax re: Redhawk valuation; conf. call J. Kroop/Ransom/Paquin/Moffat re: D&G issues/possible Ch. 11/7 issues; review numerous D&G Motions Arizona - Proof of claim	1.70	550.00	935.00
09/24/2007	JB	Conference call	0.50	275.00	137.50
09/25/2007	ER	Misc. D&G issues/letters/etc.; misc. Ch. 7 issues	0.70	550.00	385.00
09/25/2007	AS	Start an R&D	0.80	190.00	152.00
09/26/2007	ER	Lengthy com. Rick Vernon/Michael Klax (Blackmont) re: Redhawk; misc. e-mails - Arizona lawyers re: Ch. 7	0.70	550.00	385.00
09/26/2007	JB	Various phone calls and e-mails	1.00	275.00	275.00
09/26/2007	AS	Call bank to transfer funds; prepare cheque; update professional fees	0.80	190.00	152.00



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09/27/2007	ER	schedule Com. Raymond Wray - Amalgamet; misc. e-mails/com.; com. J. Kroop re: Ch. 7/Redhawk; com. Steve Barley - Redhawk	0.70	550.00	385.00
09/28/2007	ER	Misc. com. re: D&G; misc. com. re: Ch. 7; misc. Redhawk issues	0.60	550.00	330.00
09/28/2007	AS	E-mail to FFMP; prepare payment for mailing	0.30	190.00	57.00
10/01/2007	ER	Misc. Redhawk issues; misc. D&G issues/Ch. 7; misc. e-mails/com.	0.80	550.00	440.00
10/02/2007	ER	Ch. 7 issues/creditors list; com. J. Kroop; misc. files	1.20	550.00	660.00
10/02/2007	CG	Printing documents	0.75	105.00	78.75
10/03/2007	ER	Conf. call J. Kroop/G. Paquin; numerous com. G. Paquin; lengthy com. S. Bastable - Redhawk; misc. e- mails/com.; numerous com. J. Kroop re: Ch. 7; review Ch. 7 documents	3.30	550.00	1,815.00
10/03/2007	AS	E-mails; prepare transfer letter	0.60	190.00	114.00
10/03/2007	CG	Printing documents	0.50	105.00	52.50
10/04/2007	ER	Misc. D&G/Ch. 7 issues; misc. e-mails	0.60	550.00	330.00
10/05/2007	ER	Misc. com./issues	0.30	550.00	165.00
10/05/2007	AS	Prepare wire transfer letter; call bank to transfer funds to US account; prepare entries	1.50	190.00	285.00
10/11/2007	AS	Prepare entries	0.20	190.00	38.00
10/11/2007	CG	Doc. preparation	1.75	105.00	183.75
10/15/2007	AS	Prepare cheque	0.30	190.00	57.00
10/22/2007	ER	Misc. e-mails/com.	0.50	550.00	275.00
10/23/2007	ER	ECF Declaration to J. Kroop; misc. e- mails/com.; com. J. Bookman	0.60	550.00	330.00
10/23/2007	CG	Printing documents	0.75	105.00	78.75
10/25/2007	ER	Misc. com./docs.; Redhawk issues; claim issues (Canada/US)	0.60	550.00	330.00
10/26/2007	ER	Misc. Redhawk issues; com. G. Paquin - misc. issues; misc. claims issues	0.80	550.00	440.00



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10/31/2007	ER	Com. J. Kroop; com. S. Barley - Redhawk; misc. e-mails/com.	0.60	550.00	330.00
10/31/2007	KS	Bank reconciliation	0.14	50.00	7.00
10/31/2007	AS	Entries for deposit; send fax acknowledgement	0.40	190.00	76.00
11/01/2007	ER	Lengthy com. Steve Barley; com. J. Kroop; com. G. Paquin; memo to file - Redhawk	1.60	550.00	880.00
11/01/2007	JB	Work on the proof of claim	3.00	275.00	825.00
11/01/2007	CG	Doc. preparation	1.00	105.00	105.00
11/02/2007	ER	Redhawk issues; com. J. Kroop; com. G. Paquin	0.70	550.00	385.00
11/02/2007	JB	Work on the proof of claim	1.00	275.00	275.00
11/02/2007	CG	Doc. preparation	1.00	105.00	105.00
11/07/2007	LC	Bank reconciliation	0.20	105.00	21.00
11/08/2007	CG	Preparing documents for invoice - Sept. 2007	0.25	105.00	26.25
11/16/2007	ER	Misc. e-mails/com.; review summary of B&R contacts	0.20	550.00	110.00
11/16/2007	ER	Com. J. Kroop re: B&R	0.40	550.00	220.00
11/19/2007	ER	Com. Blackmont re: Redhawk; com. J. Kroop re: B&R/reviews B&R inventory; meeting J. Bélisle re: CJC	1.40	550.00	770.00
11/19/2007	JB	Memo of proof of claim; meeting E. Rodier re: CJC	3.00	275.00	825.00
11/19/2007	JB	Review of list of boxes	1.00	275.00	275.00
11/21/2007	ER	Ch. 7 issues/B&R; lengthy com. J. Bookman re: AMT/D&G	0.80	550.00	440.00
11/23/2007	JB	Rebuilding interco	0.50	275.00	137.50
11/28/2007	AS	Update professional fees schedule; open file	0.30	190.00	57.00
11/30/2007	ER	Com./e-mails re: Trustee meeting/misc. issues	0.20	550.00	110.00
12/05/2007	ER	Conf. call - J. Kroop re: Ch. 7 conf. call preparation; misc. documents	0.40	550.00	220.00
12/11/2007	ER	Redhawk issues	0.20	550.00	110.00
12/14/2007	ER	Preparation for Ch. 7 Trustee conf. call;	2.10	550.00	1,155.00



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		com. J. Kroop re: meeting (pre-meeting); Ch. 7 Trustee conf. call J. Kroop/D. Brown)			
12/14/2007	ER	Meeting J. Bélisle re: misc. issues/docs; post meeting re: o/s issues	1.00	550.00	550.00
12/14/2007	JB	Review of documents received from Arizona; meeting E. Rodier re: misc. issues	3.00	275.00	825.00
12/14/2007	JB	Conference call with Trustee	1.50	275.00	412.50
12/18/2007	ER	Letters/cheque to Diane Mann - Ch. 7 Trustee; misc. com./e-mails	0.80	550.00	440.00
12/18/2007	JB	Review of Arizona documents	1.00	275.00	275.00
12/18/2007	CG	Doc. preparation and printing	1.00	105.00	105.00
12/19/2007	ER	Letters/e-mails/cheque to Trustee/etc.; misc. e-mails	0.30	550.00	165.00
12/19/2007	JB	Review of Arizona documents	2.00	275.00	550.00
12/19/2007	CO	Review bank reconciliation	0.10	250.00	25.00
12/19/2007	CO	Review bank reconciliation US	0.10	250.00	25.00
12/19/2007	AS	Prepare letter for US draft; go to bank; prepare entries	0.80	190.00	152.00
12/19/2007	CG	Doc. preparation	2.50	105.00	262.50
12/20/2007	ER	Misc. e-mails/banking issues	0.40	550.00	220.00
12/21/2007	ER	Miscellaneous communications with James Meltzer; banking issues/Chapter 7 Trustee	0.30	550.00	165.00
12/21/2007	JB	Proof of claim analysis	2.00	275.00	550.00
12/21/2007	JB	Research tax ID number	1.50	275.00	412.50
01/02/2008	JB	Review Arizona documentation	6.00	275.00	1,650.00
01/03/2008	ER	Proof of claim issues; misc. e-mails/admin.	0.70	575.00	402.50
01/03/2008	JB	Review Arizona documentation	6.00	275.00	1,650.00
01/04/2008	ER	Misc. e-mails/admin./file; meeting A. Stremski	0.60	575.00	345.00
01/04/2008	JB	Going through documents for the Proofs of claim	6.00	275.00	1,650.00
01/04/2008	AS	Meet with E. Rodier; update funding schedule; prepare request for transfer	0.70	190.00	133.00



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		of funds			
01/07/2008	JB	Review Arizona documentation	5.00	275.00	1,375.00
01/08/2008	KB	Scanned 20 documents	1.00	75.00	75.00
01/08/2008	JB	Proof of claim	4.00	275.00	1,100.00
01/09/2008	KB	Saved 20 documents to server scanned the previous day	0.50	75.00	37.50
01/09/2008	ER	Misc. e-mails/admin.; proof of claim	0.50	575.00	287.50
01/09/2008	JB	Proof of claim	4.00	275.00	1,100.00
01/09/2008	CO	Call with Royal Bank to issue transfer of funds from CDN to US account; prepare cheques	0.90	250.00	225.00
01/09/2008	CG	Redirection of mail issues	0.50	105.00	52.50
01/10/2008	KB	Scanned 174 documents and save to the server	5.50	75.00	412.50
01/10/2008	JB	Proof of claim	4.00	275.00	1,100.00
01/10/2008	JFA	Rename scanned documents received	1.25	275.00	343.75
01/10/2008	CG	Redirection of mail issues (incl. Post Office)	1.00	105.00	105.00
01/11/2008	KB	Scans for Julien	0.80	75.00	60.00
01/11/2008	JFA	Rename scanned documents	1.00	275.00	275.00
01/14/2008	JB	Proof of claim	5.00	275.00	1,375.00
01/14/2008	AS	Update professional fees schedule and send cheques	0.70	190.00	133.00
01/15/2008	JB	Proof of claim	2.00	275.00	550.00
01/16/2008	KS	Prepare bank reconciliation; Excel; photocopy and file	0.20	50.00	10.00
01/16/2008	KS	Prepare bank reconciliation; Excel; photocopy and file	0.20	50.00	10.00
01/17/2008	KS	Filed bank reconciliation	0.20	50.00	10.00
01/17/2008	AS	Adjusting entries	0.20	190.00	38.00
02/05/2008	ER	Proof of claim issues	0.20	575.00	115.00
02/11/2008	ER	Misc. Redhawk issues	0.40	575.00	230.00
02/11/2008	LC	Bank reconciliation	0.40	105.00	42.00
02/12/2008	ER	Com. M. Meland re: Redhawk; e-mail D. Good - Chairman of Redhawk; com. G. Moffat re: Redhawk	0.80	575.00	460.00



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02/13/2008	ER	Review Redhawk documentation; review D. Good's e-mail re: Redhawk; meeting M. Meland re: Redhawk issues; conf. call D. Good/E. Rodier	2.20	575.00	1,265.00
02/14/2008	JB	Review different documentation	0.50	275.00	137.50
02/15/2008	ER	Review documents sent by D. Good re: Redhawk; review misc. Redhawk documents	1.40	575.00	805.00
02/18/2008	ER	Misc. Redhawk issues/doc.; com. M. Meland	0.40	575.00	230.00
02/19/2008	ER	Administration of file; discussion with P. Gaudreault	0.80	575.00	460.00
02/19/2008	SS	Query re: AMT and GST/QST registration possibilities	0.50	450.00	225.00
02/19/2008	PG	Discussions with Revenue Quebec and Eric Rodier and preparation of memo on GST account	1.00	395.00	395.00
02/20/2008	ER	Misc. e-mails/admin.; com. Marc Pothier re: BHP; misc. Redhawk documents	0.60	575.00	345.00
02/21/2008	ER	Proof of claim issues; misc. Redhawk issues	0.40	575.00	230.00
02/22/2008	ER	Lengthy com. Marc Pothier (Miller Thomson); misc. e-mails M. Pothier re: Redhawk; misc. Redhawk documents	1.20	575.00	690.00
02/26/2008	KB	Assembly of binder; print documents; modify Excel spreadsheet	5.00	75.00	375.00
02/26/2008	ER	Com. J. Bookman re: update; com. Doug Good re: Redhawk	0.40	575.00	230.00
02/26/2008	PG	Communications with Revenu Quebec re: QST registration	0.25	395.00	98.75
02/26/2008	JB	Oversee printing of AMT proofs of claim	0.50	275.00	137.50
02/28/2008	ER	Lengthy com. Marc Pothier; lengthy com. Doug Good - Redhawk; com. M. Meland re: Redhawk; meeting J. Bélisle - proofs of claim - AMT USA	3.20	575.00	1,840.00
02/28/2008	JB	Proof of claim; meeting E. Rodier re: proofs of claim - AMT USA	2.00	275.00	550.00



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02/29/2008	ER	Proofs of claim issues; com. M. Pothier/M. Meland; misc. Redhawk issues	0.70	575.00	402.50
03/07/2008	LC	Bank reconciliation	0.25	105.00	26.25
03/10/2008	CO	Review bank reconciliations CDN and US	0.20	250.00	50.00
03/10/2008	PL	Bank reconciliation	0.20	185.00	37.00
03/12/2008	ER	Proof of claim issues	0.20	575.00	115.00
03/13/2008	AS	Update professional fees schedule	0.20	190.00	38.00
03/17/2008	KB	Photocopy of 1 binder	1.00	75.00	75.00
03/17/2008	ER	Proof of claim issues; Redhawk issues	0.60	575.00	345.00
03/18/2008	JB	Proof of claim changes and memo	4.00	275.00	1,100.00
03/19/2008	ER	Review proofs of claim; misc. Redhawk issues/notes; lengthy com. Doug Good re: Redhawk; com. M. Pothier re: Redhawk; lengthy com. J. Kroop	3.20	575.00	1,840.00
03/19/2008	CG	Printing documents	0.25	105.00	26.25
03/20/2008	ER	Meeting J. Bélisle - proof of claim; revisions to proof of claim	1.30	575.00	747.50
03/20/2008	JB	Work on proof of claim; meeting E. Rodier	4.00	275.00	1,100.00
03/24/2008	ER	Review proofs of claim forms and backup; revisions to proofs of claim; misc. Redhawk issues	2.10	575.00	1,207.50
03/25/2008	ER	Lengthy com. G. Paquin re: proof of claim/misc. issues; meeting Julien Bélisle re: final revisions to proof of claim; letter to Arizona Bankruptcy Court and J. Kroop; meeting A. Stremski	2.50	575.00	1,437.50
03/25/2008	JB	Work on proof of claim; meeting E. Rodier re: final revisions to proof of claim	4.00	275.00	1,100.00
03/25/2008	AS	Meet with E Rodier; file QST declarations	0.60	190.00	114.00
03/25/2008	CG	Doc. preparation	2.50	105.00	262.50
03/26/2008	ER	Proof of claim issues; misc. com.; misc.	1.80	575.00	1,035.00



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		Ch. 7 issues			
03/26/2008	CG	Doc. preparation	2.50	105.00	262.50
03/28/2008	ER	Misc. e-mails/com./documents; AMT (USA) proof of claim issues	0.70	575.00	402.50
03/31/2008	ER	Misc. e-mails; Redhawk issues	0.50	575.00	287.50
03/31/2008	CG	Doc. preparation	0.75	105.00	78.75
04/01/2008	ER	Lengthy com. G. Moffat; misc. documents/e-mails	0.60	575.00	345.00
04/02/2008	ER	Com. Steve Brown re: Ch. 7 issues; com. J. Bélisle re: Ch. 7 issues; misc. Redhawk issues	1.20	575.00	690.00
04/02/2008	JB	Research on BHP royalty and prepare conf. call with AMT USA Trustee; com. E. Rodier	1.50	275.00	412.50
04/03/2008	ER	Review Dec./07 Management Report of Redhawk; misc. e-mails/documents; review interim F/S of Redhawk; misc. Redhawk issues; preparation for conf. call; com. S. Brown/J. Kroop; lengthy conf. call S. Brown/J. Kroop	2.70	575.00	1,552.50
04/03/2008	JB	Conf. call with AMT Trustee and various e-mails	1.50	275.00	412.50
04/03/2008	CG	Doc. preparation	0.50	105.00	52.50
04/07/2008	ER	Misc. com./e-mails	0.20	575.00	115.00
04/07/2008	LC	Bank reconciliation and stamping	0.40	105.00	42.00
04/09/2008	LC	Bank reconciliation and stamping	0.20	105.00	21.00
04/17/2008	ER	Misc. e-mails - J. Bookman/Verma/etc.	0.20	575.00	115.00
04/23/2008	ER	Misc. Redhawk issues	0.30	575.00	172.50
04/29/2008	CO	Review bank statements CDN US	0.20	250.00	50.00
05/05/2008	AS	File GST/QST declaration and add to Excel schedule	0.20	190.00	38.00
05/06/2008	AS	Prepare deposit, update GST/QST schedule	0.40	190.00	76.00
05/09/2008	ER	Com. Doug Good re: Redhawk	0.40	575.00	230.00
05/09/2008	LC	Bank reconciliation	0.40	105.00	42.00
05/13/2008	ER	Lengthy com. Doug Good - Redhawk issues; misc. documents	0.60	575.00	345.00



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Date	Timekeeper	Description	Hours	Rate	Amount
05/14/2008	CG	Expense requisition	0.25	105.00	26.25
05/15/2008	ER	Com. G. Moffat re: Redhawk; misc. Redhawk issues	0.50	575.00	287.50
05/20/2008	ER	Misc. Redhawk issues	0.30	575.00	172.50
05/30/2008	AS	Call bank to transfer funds to US account; prepare cheques; update professiona fees schedule	0.80	190.00	152.00
06/10/2008	KS	Bank reconciliation	0.30	50.00	15.00
06/10/2008	AS	Prepare cheque; update professional fees schedule	0.40	190.00	76.00
06/16/2008	LC	Inventory AMT boxes	1.00	105.00	105.00
06/18/2008	ER	Redhawk issues/offer; com. J. Bélisle	0.60	575.00	345.00
06/18/2008	JB	Meeting and research re Redhawk offer; com. E. Rodier	0.50	275.00	137.50
06/18/2008	AS	Research on funds	0.10	190.00	19.00
06/23/2008	LC	Inventory of box AMT-11 and AMT-12 (from boxes 28 to 34)	4.25	105.00	446.25
06/27/2008	ER	Com. J. Miltzer - Blackmont; Redhawk issues	0.20	575.00	115.00
07/08/2008	KS	Bank reconciliation	0.10	50.00	5.00
07/08/2008	PL	Verification of bank reconciliation	0.10	185.00	18.50
07/09/2008	AS	Entries to cancel cheque	0.10	190.00	19.00
07/10/2008	PL	Verification of bank reconciliation	0.10	185.00	18.50
07/16/2008	AS	Fill government forms	0.10	190.00	19.00
07/18/2008	ER	Com. shareholders (investors); misc. Redhawk issues/documents	0.70	575.00	402.50
07/21/2008	ER	Redhawk issues; review documents; lengthy com. D. Good - Redhawk	1.10	575.00	632.50
07/23/2008	ER	Lengthy com. G. Moffat re: Redhawk offer; misc. documents	0.30	575.00	172.50
07/23/2008	JB	AMT USA - review answer from D&B	1.00	275.00	275.00
07/23/2008	JB	Review request from P. Watson	0.50	275.00	137.50
07/28/2008	ER	Misc. com./e-mails	0.20	575.00	115.00
08/07/2008	KS	Bank reconciliation	0.15	50.00	7.50
08/07/2008	KS	Bank reconciliation	0.15	50.00	7.50
08/11/2008	PL	Verify bank reconciliation	0.10	185.00	18.50



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08/20/2008	ER	Misc. com./e-mails	0.10	575.00	57.50
08/27/2008	AS	Update professional fees schedule	0.20	190.00	38.00
09/04/2008	ER	Com. D. Good, Redhawk; misc. Redhawk issues	2.00	575.00	1,150.00
09/05/2008	ER	Misc. Redhawk issues	0.20	575.00	115.00
09/08/2008	AS	Prepare cheque; update professional fees schedule	0.30	190.00	57.00
09/09/2008	ER	Misc. issues/press releases	0.20	575.00	115.00
09/16/2008	ER	Com. D. Good re: Redhawk issues	0.20	575.00	115.00
09/17/2008	ER	Com. M. Bantey - Blakes; misc. com./admin.	0.20	575.00	115.00
09/19/2008	ER	Com. D. Good re: Redhawk	0.30	575.00	172.50
09/23/2008	KB	Bank reconciliation	0.13	75.00	9.75
09/23/2008	ER	Redhawk issues; com. G. Moffat	0.60	575.00	345.00
09/24/2008	ER	Com. G. Moffat	0.20	575.00	115.00
09/29/2008	ER	Lengthy com. J. Kroop; misc. documents	0.60	575.00	345.00
10/01/2008	PL	Verification of bank reconciliation	0.10	185.00	18.50
10/02/2008	ER	Misc. e-mails re: Redhawk	0.30	575.00	172.50
10/03/2008	ER	Misc. Redhawk issues	0.20	575.00	115.00
10/15/2008	ER	Com. Steve Barley re: Redhawk; com. G. Moffat; misc. e-mails; preparation for conference call	0.60	575.00	345.00
10/16/2008	ER	Review documents/Press releases; preparation for conference call with S. Barley; conference call Steve Barley re: Redhawk; misc. e-mails	1.70	575.00	977.50
10/17/2008	ER	Misc. Redhawk issues; summary e-mail to lawyers (Redhawk)	0.70	575.00	402.50
10/20/2008	ER	Misc. admin.; misc. Redhawk issues	0.40	575.00	230.00
10/24/2008	ER	Response to Wells Fargo queries; review misc. documents; Redhawk issues/S. Barley/e-mail	1.40	575.00	805.00
10/27/2008	AS	Call with bank regarding transfer of funds; verify Internet banking; prepare cheque; prepare cover letter; update professional fees schedule	1.40	190.00	266.00



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10/28/2008	ER	Misc. com./e-mails - Redhawk	0.20	575.00	115.00
10/29/2008	ER	Com. G. Moffat; misc. e-mails/com. re: D&G/Redhawk; misc. admin./R&D; com. re: Redhawk	0.80	575.00	460.00
10/29/2008	AS	Update R&D	0.50	190.00	95.00
10/29/2008	CG	Doc. preparation	0.50	105.00	52.50
10/30/2008	ER	Com. S. Barley - Redhawk; com. J. Kroop - Redhawk; misc. com. G. Moffat; misc. Redhawk issues	1.00	575.00	575.00
11/04/2008	ER	Com. J. Kroop/S. Brown re: Redhawk; misc. Redhawk issues	0.50	575.00	287.50
11/05/2008	ER	Preparation for conference call with S. Brown (Ch. 7 trustee) and J. Kroop; conference call S. Brown/J. Kroop; lengthy com. S. Barley	1.40	575.00	805.00
11/06/2008	ER	Misc. e-mails S. Brown re: Redhawk; misc. Redhawk issues	0.60	575.00	345.00
11/07/2008	ER	Com. S. Brown (Ch. 7 trustee) re: Redhawk; com. S. Barley - Redhawk	1.20	575.00	690.00
11/08/2008	ER	Misc. Redhawk issues	0.20	575.00	115.00
11/10/2008	ER	Misc. com./e-mails re: Redhawk	0.20	575.00	115.00
11/11/2008	ER	Num. com. S. Barley - Redhawk; num. com. J. Kroop re: Redhawk; num. com. S. Brown re: Redhawk; revisions to Forbearance Agreement	1.00	575.00	575.00
11/20/2008	PL	Verification of bank reconciliation	0.10	185.00	18.50
12/01/2008	ER	Misc. e-mails re: Forbearance Agreement with Redhawk; final Agreement	1.20	575.00	690.00
12/03/2008	KB	Bank reconciliation for October	0.25	75.00	18.75
12/03/2008	ER	D&G issues; Redhawk issues	0.60	575.00	345.00
12/11/2008	PL	Verification of bank reconciliation	0.10	185.00	18.50
01/08/2009	ER	Misc. admin./D&G issues	0.20	575.00	115.00
01/16/2009	KS	Bank reconciliation	0.40	50.00	20.00
01/29/2009	RM	Administration of file	1.00	575.00	575.00
01/30/2009	AS	Verify balances of unpaid invoices; update professional fees schedule	0.30	190.00	57.00



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Professional Fees

Date	Timekeeper	Description	Hours	Rate	Amount
02/16/2009	AS	Call bank; prepare entries for transfers; prepare cheques; e-mails with FFMP	1.20	190.00	228.00
02/26/2009	CG	Printing document; sending to CRA	0.50	105.00	52.50
04/16/2009	KB	Bank statement reconciliation (March); photocopy	0.40	75.00	30.00
05/06/2009	CJC	Bank reconciliations	0.40	105.00	42.00
05/08/2009	CJC	Bank reconciliation	0.40	105.00	42.00
05/12/2009	CO	Review bank reconciliation US CDN	0.20	250.00	50.00
05/21/2009	ER	Com. investors	0.20	575.00	115.00
06/01/2009	ER	Com. shareholder (André Raymond)	0.20	575.00	115.00
06/10/2009	KS	Bank reconciliation; Excel; photocopies; filing	0.20	50.00	10.00
06/22/2009	KS	Bank reconciliation; Excel; photocopies	0.10	50.00	5.00
07/10/2009	ER	Com. S. Barley - Redhawk	0.20	595.00	119.00
07/14/2009	KS	Bank reconciliation; updating Excel schedule; photocopies; filing	0.20	50.00	10.00
07/14/2009	KS	Bank reconciliation; updating Excel schedule; photocopies; filing	0.20	50.00	10.00
07/14/2009	PL	Verification of bank reconciliation	0.05	185.00	9.25
07/15/2009	ER	Review documents; com. S. Ransom; com. Redhawk re: PWC; com. Jordan Kroop	0.80	595.00	476.00
07/15/2009	PL	Verification of bank reconciliation	0.10	185.00	18.50
07/16/2009	ER	Com. PWC re: Redhawk	0.20	595.00	119.00
07/20/2009	ER	Ch. 7 Trustee/Redhawk issues	0.20	595.00	119.00
07/21/2009	ER	Com. J. Kroop re: Redhawk - Ch. 7 Trustee; misc. documents	0.50	595.00	297.50
07/22/2009	ER	Misc. e-mails	0.20	595.00	119.00
07/23/2009	ER	Com. G. Moffat; misc. admin.	0.30	595.00	178.50
07/24/2009	ER	Com. J. Kroop re: Redhawk; com./letter to PWC re: Redhawk; com. S. Barley - Redhawk	0.70	595.00	416.50
07/29/2009	ER	Ch. 7 subpoena and misc. document review; com. S. Ransom re: Ch. 7 subpoena and misc. document review; e-mail - G. Moffat/G. Paquin; com. G. Moffat re: subpoena/Ch. 7 Trustee	1.20	595.00	714.00



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Professional Fees

Date	Timekeeper	Description	Hours	Rate	Amount
07/31/2009	ER	Com. G. Paquin - update	0.10	595.00	59.50
08/21/2009	ER	Com. G. Moffat; com. S. Barley re: documents	0.30	595.00	178.50
08/24/2009	ER	Misc. e-mails/admin.; com. J. Kroop re: Redhawk	0.40	595.00	238.00
08/25/2009	ER	Misc. e-mails/admin.; Redhawk issues	0.30	595.00	178.50
08/26/2009	KS	Bank reconciliation, photocopies, filing, updating schedule in Excel	0.40	50.00	20.00
08/28/2009	ER	Com. J. Kroop; com. S. Barley	0.30	595.00	178.50
09/01/2009	ER	Num. com. S. Barley - Redhawk; num. com. J. Kroop re: Redhawk; com. Ch. 7 Trustee; misc. admin.	0.60	595.00	357.00
09/02/2009	CO	Bookkeeping	0.10	250.00	25.00
09/03/2009	ER	Review draft reply to Ch. 7 Trustee; com. G. Moffat re: misc. issues; com. with A. Stremski	1.00	595.00	595.00
09/03/2009	AS	Communication with Eric Rodier; research on funds	0.30	185.00	55.50
09/08/2009	ER	Revisions to G. Moffat's reply to Ch. 7 Trustee; misc. admin.	0.60	595.00	357.00
09/09/2009	ER	Ch. 7 Trustee issues; misc. admin./e- mails	0.50	595.00	297.50
09/10/2009	ER	Misc. e-mails/admin.	0.30	595.00	178.50
09/11/2009	AS	Call bank; verify Internet banking; prepare entries for transfer of funds; prepare transfer schedule for E. Rodier's approval; prepare cheques	1.20	185.00	222.00
09/24/2009	ER	Com. creditors	0.30	595.00	178.50
09/24/2009	AW	Prepared bank reconciliation	0.15	105.00	15.75
09/30/2009	CO	Verify bank reconciliation	0.10	250.00	25.00
10/01/2009	ER	Chapter 7 Summons/complaint review; Com. G. Moffat/J. Kroop/G. Paquin; review documents	2.10	595.00	1,249.50
10/01/2009	CO	Verify bank reconciliation	0.10	250.00	25.00
10/02/2009	ER	Chapter 7 Trustee issues; misc. e- mails/com.; misc. documents	0.80	595.00	476.00
10/02/2009	CG	Arranging call conference for Oct. 5th	0.25	105.00	26.25



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Date	Timekeeper	Description	Hours	Rate	Amount
10/05/2009	ER	Preparation for conference call re: Chapter 7 issues; conference call J. Kroop/G. Moffat/G. Paquin re: Chapter 7 issues/proof of claim/etc.; misc. documents review	1.60	595.00	952.00
10/06/2009	ER	Com. G. Paquin re: Chapter 7 issues; misc. Chapter 7 issues/documents	0.50	595.00	297.50
10/09/2009	ER	Chapter 7 Trustee issues/com.	0.30	595.00	178.50
10/14/2009	ER	Com. J. Kroop; Ch. 7 Trustee issues	0.40	595.00	238.00
10/15/2009	AW	Prepare bank reconciliation	0.20	105.00	21.00
10/15/2009	AW	Prepare bank reconciliation	0.20	105.00	21.00
10/16/2009	ER	Misc. Ch. 7 issues	0.30	595.00	178.50
10/19/2009	CO	Verify bank reconciliation	0.10	250.00	25.00
10/22/2009	AS	Update professional fees schedule	0.20	185.00	37.00
10/23/2009	ER	Com. G. Paquin; com. J. Kroop re: Ch. 7 issues	0.30	595.00	178.50
10/23/2009	CO	Verify bank reconciliation Sept. 09	0.10	250.00	25.00
10/27/2009	ER	Com. S. Barley	0.20	595.00	119.00
10/28/2009	ER	Lengthy com. S. Barley/e-mail (Redhawk); Ch. 7 issues; misc. e-mails	1.20	595.00	714.00
10/29/2009	ER	S. Barley - Redhawk issues; com. J. Kroop	0.60	595.00	357.00
11/02/2009	AS	Prepare schedule to transfer funds	0.20	185.00	37.00
11/03/2009	AS	Call bank to transfer funds; verify Internet banking; entries in both accounts; prepare cheque and update professional fees schedule	1.00	185.00	185.00
11/10/2009	AW	Bank reconciliation	0.30	105.00	31.50
11/18/2009	CO	Review bank reconciliation CDN US	0.20	250.00	50.00
11/18/2009	AS	Prepare request for transfer of funds	0.20	185.00	37.00
11/19/2009	AS	Call bank; verify Internet banking; entries for transfer; prepare cheque; update professional fees schedule	1.30	185.00	240.50
12/09/2009	AW	Bank reconciliation	0.10	105.00	10.50
12/18/2009	CO	Verify bank reconciliation	0.10	250.00	25.00
12/18/2009	CO	Verify bank reconciliation	0.10	250.00	25.00



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Date	Timekeeper	Description	Hours	Rate	Amount
01/05/2010	AS	Prepare cheque and update schedule	0.30	185.00	55.50
01/08/2010	AW	Bank reconciliation	0.15	105.00	15.75
01/08/2010	AW	Bank reconciliation	0.15	105.00	15.75
01/11/2010	ER	Com. S. Ransom/J. Kroop; misc. admin.	0.20	595.00	119.00
01/22/2010	CO	Review bank reconciliation	0.10	250.00	25.00
02/18/2010	AW	Bank reconciliation	0.20	105.00	21.00
02/19/2010	AW	Bank reconciliation	0.20	105.00	21.00
02/22/2010	ER	Misc. admin./Grant Finnigan; com. Pat Krohran; prep. for com. shareholders; review document	1.20	595.00	714.00
02/23/2010	ER	Misc. admin./Web site/etc.	0.40	595.00	238.00
02/23/2010	CG	Prepare documents for Web site and entering on Web site	1.50	105.00	157.50
02/24/2010	CO	Verify bank reconciliation	0.10	250.00	25.00
02/25/2010	CO	Verify bank reconciliation US	0.10	250.00	25.00
03/09/2010	ER	Prep. for call with S. Barley (and Quadra); com. Steve Barley - Redhawk	1.00	595.00	595.00
03/10/2010	ER	Prep. for conf. call S. Barley (Redhawk); review misc. documents; conf. call S. Barley	1.20	595.00	714.00
03/18/2010	ER	Com. S. Barley re: Redhawk; com. G. Moffat	0.30	595.00	178.50
03/19/2010	ER	Prep. for com.; com. J. Kroop/G. Moffat; com. S. Barley re: Redhawk	0.70	595.00	416.50
03/22/2010	ER	Prep. for conference call/review documents	0.40	595.00	238.00
03/22/2010	CG	Arranging telephone call	0.50	105.00	52.50
03/23/2010	ER	Prep. for conference call; conf. call J. Kroop/G. Moffat; com. S. Barley	1.20	595.00	714.00
03/25/2010	ER	Redhawk issues; misc. admin.	0.30	595.00	178.50
03/25/2010	AW	Bank reconciliation February	0.30	105.00	31.50
03/26/2010	ER	Redhawk issues/informal offer; com. S. Barley	1.00	595.00	595.00
03/29/2010	ER	Misc. AMT/Redhawk issues; com. J. Kroop/G. Moffat	0.80	595.00	476.00
03/31/2010	ER	Prep. for conf. call; conf. call	1.00	595.00	595.00



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Professional Fees

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		Kroop/Moffat; misc. notes/calculations			
04/05/2010	ER	Com. S. Barley - Redhawk	0.20	595.00	119.00
04/05/2010	AS	Prepare and send cheque; update schedule; e-mail with Fishman office	0.40	185.00	74.00
04/06/2010	CO	Verify bank reconciliation CDN US	0.20	250.00	50.00
04/13/2010	ER	Misc. Redhawk issues	0.20	595.00	119.00
04/19/2010	ER	Misc. Redhawk issues/e-mails	0.30	595.00	178.50
04/19/2010	AW	March bank reconciliation	0.24	105.00	25.20
04/21/2010	ER	Com. Steve Barley - Redhawk; com. J. Kroop re: Redhawk	0.40	595.00	238.00
04/22/2010	ER	Com. S. Barley - Redhawk; com. J. Kroop re: Redhawk; misc. admin.	0.60	595.00	357.00
04/22/2010	CO	Review bank reconciliations	0.10	250.00	25.00
04/23/2010	ER	Misc. Redhawk issues; misc. e-mails	0.30	595.00	178.50
04/26/2010	ER	Misc. e-mails/com. re: Redhawk	0.20	595.00	119.00
04/27/2010	CO	Review bank reconciliations	0.10	250.00	25.00
05/05/2010	ER	Misc. Redhawk issues	0.20	595.00	119.00
05/12/2010	AW	Bank reconciliation	0.36	105.00	37.80
05/19/2010	CO	Verify bank reconciliations	0.10	250.00	25.00
05/19/2010	CO	Verify bank reconciliations	0.10	250.00	25.00
05/31/2010	ER	Com. J. Kroop - Redhawk	0.10	595.00	59.50
06/01/2010	ER	Com. J. Kroop re: Redhawk/Notice of Hearing; misc. admin.	0.30	595.00	178.50
06/07/2010	AW	May bank reconciliation	0.20	105.00	21.00
06/08/2010	ER	Com. J. Kroop	0.10	595.00	59.50
06/09/2010	ER	Com. J. Kroop; Ch. 7 Trustee's objection to proof of claim; misc. Redhawk issues	0.60	595.00	357.00
06/09/2010	AW	May bank reconciliation	0.20	105.00	21.00
06/09/2010	CG	Print documents from e-mails	0.25	105.00	26.25
06/15/2010	ER	Com. J. Kroop; PWC re: Redhawk; misc. documents	0.50	595.00	297.50
06/16/2010	ER	Prep. for conference call; conference call J. Kroop/G. Moffat; com. S. Barley - Redhawk; misc. documents/notes/e-mails; com. A. Stremski	2.80	595.00	1,666.00



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06/16/2010	AS	Communications with Eric Rodier and research documents	0.20	185.00	37.00
06/16/2010	CG	Doc. preparation; send by fax	0.50	105.00	52.50
06/17/2010	ER	Preparation for S. Barley (Redhawk) com.; lengthy com. S. Barley re: Redhawk	1.00	595.00	595.00
06/18/2010	ER	Com. S. Barley re: Redhawk offer; prep. for conf. call; com. J. Kroop/G. Moffat; conf. call J. Kroop/G. Moffat re: Redhawk	1.40	595.00	833.00
06/21/2010	ER	Com. S. Barley - Redhawk; meeting J. Bélisle; misc. documents	0.90	595.00	535.50
06/21/2010	JB	Review current information; meeting E. Rodier	3.00	300.00	900.00
06/23/2010	ER	Meeting J. Bélisle re: Redhawk; misc. documents; com. J. Kroop	1.10	595.00	654.50
06/23/2010	JB	Meeting with Eric Rodier; review information; memo	1.50	300.00	450.00
06/29/2010	JB	Memorandum re: Royalty Payment	3.00	300.00	900.00
06/30/2010	JB	Memorandum re: Royalty Payment	5.00	300.00	1,500.00
07/05/2010	ER	Misc. Redhawk issues	0.20	595.00	119.00
07/05/2010	JB	Memorandum re: Royalty Payment	1.00	300.00	300.00
07/09/2010	ER	Com. J. Bélisle re: Redhawk; review documents; com. J. Kroop	1.30	595.00	773.50
07/09/2010	JB	Com. Eric Rodier	0.20	300.00	60.00
07/12/2010	ER	Com. J. Kroop re: Redhawk; com. S. Brown re: Redhawk; misc. documents re: Redhawk	0.80	595.00	476.00
07/13/2010	AM	Discussions with Eric Rodier re: valuation of rights	0.50	595.00	297.50
07/13/2010	ER	Prep. for conference call with J. Kroop re: Proof of Claim/Redhawk; review documents; conference call J. Kroop/E. Rodier; com. A. Michelin re: valuation	2.30	595.00	1,368.50
07/13/2010	CG	Arrange conference calls; send e-mails	0.75	105.00	78.75
07/14/2010	ER	Misc. Redhawk issues	0.50	595.00	297.50
07/15/2010	ER	Misc. e-mails/com.	0.20	595.00	119.00



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07/20/2010	ER	Preparation for conference call/documents/notes; conf. call J. Kroop/G. Moffat/Ch. 7 Trustee; com. J. Kroop; com. G. Moffat	2.50	595.00	1,487.50
07/22/2010	ER	Misc. Redhawk issues	0.20	595.00	119.00
07/23/2010	ER	Prep. for conference call with S. Barley; lengthy com. S. Barley re: Redhawk	1.00	595.00	595.00
07/27/2010	ER	Misc. Redhawk issues/S. Barley	0.40	595.00	238.00
07/28/2010	ER	Redhawk/S. Barley revised offer; com. S. Brown (CH. 7 Trustee)/etc.	1.00	595.00	595.00
			<hr/>	<hr/>	<hr/>
			Total:	588.86	\$202,504.00



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Disbursements (Taxable)

Date	Description	Amount
01/11/2007	PREMIE, Re: RECAIM - Cost RP [Client:RECAIM Matter:RECAIM]	97.75
03/10/2007	EXT:3452 DIGITS:710016048894640 AUT:8080 Staff:ERIR Location:NEWWTMNSTR - Phone Expenses	2.12
03/10/2007	EXT:3452 DIGITS:710016025284024 AUT:8080 Staff:ERIR Location:PHOENIX Phone Expenses	3.16
03/10/2007	EXT:3452 DIGITS:710016025284024 AUT:8080 Staff:ERIR Location:PHOENIX Phone Expenses	0.34
04/30/2007	R&P Copy/R&A Copies	0.50
05/14/2007	R&P Copy/R&A Copies	0.25
05/14/2007	R&P Copy/R&A Copies	4.00
05/14/2007	R&P Copy/R&A Copies	33.25
05/14/2007	May 14 2007 12:00AM	0.05
05/16/2007	R&P Copy/R&A Copies	16.25
05/30/2007	Datarush from May 15, 07 Document date 5/15/2007	11.34
06/04/2007	R&P Copy/R&A Copies	2.00
06/04/2007	R&P Copy/R&A Copies	2.25
06/05/2007	R&P Copy/R&A Copies	12.50
06/07/2007	Fedex from May 18, 07 Document date 5/18/2007	109.46
06/14/2007	Datarush from MAY 31, 07 Document date 5/31/2007	10.35
06/18/2007	DATARUSH Courier service (from May16, 2007)	2.59
06/28/2007	R&P Copy/R&A Copies	0.75
06/28/2007	R&P Copy/R&A Copies	5.25
07/16/2007	R&P Copy/R&A Copies	5.00
07/17/2007	R&P Copy/R&A Copies	3.00
07/17/2007	Taxi Diamond May 31, 07 Document date 5/31/2007	75.96
07/18/2007	R&P Copy/R&A Copies	15.00
07/20/2007	R&P Copy/R&A Copies	5.75
07/24/2007	R&P Copy/R&A Copies	2.25
07/25/2007	R&P Copy/R&A Copies	0.25
07/25/2007	R&P Copy/R&A Copies	0.75
08/09/2007	Datarush from July 31, 07 Document date 7/31/2007	5.65
08/17/2007	Aug 17 2007 12:00AM	0.08
08/21/2007	Aug 21 2007 12:00AM	2.10



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Disbursements (Taxable)

Date	Description	Amount
08/30/2007	Fedex from Aug 10, 07 Document date 8/10/2007	22.56
09/11/2007	Sep 11 2007 12:00AM	4.13
09/17/2007	Sep 17 2007 12:00AM	0.33
09/21/2007	Sep 21 2007 12:00AM	1.14
09/21/2007	Sep 21 2007 12:00AM	0.36
11/13/2007	COPY/FAX/POSTAGE [Client:RECAIM Matter:RECAIM]	0.50
11/23/2007	EXT:3452 DIGITS:710016049264300 AUT:8080 Staff:ERIR Location:WVANCOUVER - Phone Expenses	0.16
11/23/2007	EXT:3452 DIGITS:710016025284024 AUT:8080 Staff:ERIR Location:PHOENIX Phone Expenses	6.74
11/23/2007	EXT:3452 DIGITS:710016025284024 AUT:8080 Staff:ERIR Location:PHOENIX Phone Expenses	0.20
11/23/2007	EXT:3452 DIGITS:710014163663954225 AUT:8080 Staff:ERIR Location:TORONTO Phone Expenses	1.14
11/23/2007	EXT:3452 DIGITS:710016049264300 AUT:8080 Staff:ERIR Location:WVANCOUVER - Phone Expenses	0.14
11/23/2007	EXT:3452 DIGITS:710014163663954225 AUT:8080 Staff:ERIR Location:TORONTO Phone Expenses	1.14
11/23/2007	EXT:3452 DIGITS:710016049264300 AUT:8080 Staff:ERIR Location:WVANCOUVER - Phone Expenses	0.16
11/23/2007	Fedex from Nov 2, 07 -Cost RP [Client:RECAIM Matter:RECAIM]	26.90
11/23/2007	EXT:3452 DIGITS:710016025284024 AUT:8080 Staff:ERIR Location:PHOENIX Phone Expenses	6.74
11/23/2007	EXT:3452 DIGITS:710016025284810 AUT:8080 Staff:ERIR Location:PHOENIX Phone Expenses	1.13
11/30/2007	Datarush from Oct 31, 07 - Cost RP [Client:RECAIM Matter:RECAIM]	18.00
01/03/2008	COPY/FAX/POSTAGE	0.50
01/10/2008	Fedex from Dec 28, 2007	27.73
01/10/2008	COPY/FAX/POSTAGE	1.00
02/14/2008	COPY/FAX/POSTAGE	5.50
03/10/2008	EXT:5072 DIGITS:710016022649224 AUT:1363 Staff:CHGI Location:NO PHOENIX Acct:212860	0.66
03/10/2008	EXT:5072 DIGITS:710014804513053 AUT:1363 Staff:CHGI Location:SCOTTSDALE Acct:212860	0.42
03/17/2008	COPY/FAX/POSTAGE	146.00
03/25/2008	COPY/FAX/POSTAGE	0.50



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03/25/2008	COPY/FAX/POSTAGE	2.25
03/25/2008	COPY/FAX/POSTAGE	41.50
03/25/2008	COPY/FAX/POSTAGE	2.25
04/03/2008	EXT:3452 DIGITS:710016025284024 AUT:8080 Staff:ERIR Location:PHOENIX Acct:212860	4.15
04/03/2008	EXT:3452 DIGITS:710016025284024 AUT:8080 Staff:ERIR Location:PHOENIX Acct:212860	4.15
04/17/2008	EXT:3452 DIGITS:710012126435457 AUT:8080 Staff:ERIR Location:NEW YORK Acct:212860	1.29
04/24/2008	Fedex for April 4, 08	273.74
05/09/2008	EXT:3452 DIGITS:710016046335088 AUT:8080 Staff:ERIR Location:VANCOUVER Acct:212860	4.08
05/13/2008	EXT:3452 DIGITS:710016046335088103 AUT:8080 Staff:ERIR Location:VANCOUVER Acct:212860	10.73
05/20/2008	PREMIE, Re: RECMOS&RECAIM	27.66
06/06/2008	Datarush from May 15, 08	14.00
07/30/2008	EXT:3452 DIGITS:7100141838784220 AUT:8080 Staff:ERIR Location:STMRIEUCE Acct:212860	0.22
07/30/2008	EXT:3452 DIGITS:710014183878422 AUT:8080 Staff:ERIR Location:STMRIEUCE Acct:212860	8.06
07/30/2008	EXT:3452 DIGITS:710016025284815 AUT:8080 Staff:ERIR Location:PHOENIX Acct:212860	0.16
09/29/2008	EXT:3452 DIGITS:710016025284024 AUT:8080 Staff:ERIR Location:PHOENIX Acct:212860	6.58
10/29/2008	COPY/FAX/POSTAGE	1.50
11/12/2008	COPY/FAX/POSTAGE	0.25
12/05/2008	COPY/FAX/POSTAGE	1.25
12/10/2008	PREMIE, re:RECAIM,018568-001	28.63
08/31/2009	Sameday courier & overnight	17.17
10/05/2009	Premier Conferencing	8.21
10/05/2009	Premier Conferencing	0.19
04/01/2010	EXT:018568001 Staff:0001 Location:(RECAIM)RECEIVER Acct:018568001 Apr 1 2010 9:00AM	7.35
06/18/2010	Premier Conferencing	5.09
06/18/2010	Premier Conferencing	2.23
06/18/2010	Premier Conferencing	3.29



Date: 12/17/2012
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Disbursements (Taxable)

<u>Date</u>	<u>Description</u>	<u>Amount</u>
06/18/2010	Premier conferencing	4.98
06/18/2010	Premier Conferencing	1.70
06/18/2010	Premier Conferencing	1.06
06/23/2010	Taxi October 14, 2010 8:45AM	7.42
Total:		<u>\$1,194.87</u>

RICHTER

AMT International Mining Corporation
c/o Richter Advisory Group Inc.
(formerly RSM Richter Inc. – Receiver)
1981, av. McGill College, 12e étage
Montréal QC H3A 0G6

Attention: Mr. Eric Rodier

Date: 02/27/2013
Invoice #: RP06218
File #: 018568-001
Due Date: Upon Receipt

Re:

Professional services rendered for the period August 1, 2010 to
January 31, 2013

Fees	\$117,472.70
Disbursements	103.10
Sub-Total	117,575.80
GST #14133 7766 RT0001	5,878.80
QST #1018994727	11,728.18
Balance to pay:	\$135,182.78

Payment Options

We accept Direct Telephone Banking and Internet Banking. If you choose to pay your account using one of these payment options, please contact Collection Department at 514.934.3580 or e-mail collection@richter.ca

RICHTER

T. 514.934.3452
erodier@richter.ca

Richter Groupe Conseil Inc.
Richter Advisory Group Inc.
1981 McGill College
Mtl (Qc) H3A 0G6
www.richter.ca

Member
RSM International
Montréal, Toronto





Date: 02/27/2013
Invoice #: RP06218
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Fees and Disbursements Summary

Name	Hours	Rate	Amount
RM Raymond Massi	8.50	595.00	5,057.50
ER Eric Rodier	163.20	595.00	97,104.00
JB Julien Belisle	5.45	350.00	1,907.50
JB Julien Belisle	14.60	300.00	4,380.00
CO Carol O'Donnell	3.20	250.00	800.00
PL Pascale Lareau	1.37	185.00	253.45
AS Ann Stremski	27.90	185.00	5,161.50
NF Nicole Fournier	0.25	105.00	26.25
HC Heather Chennell	17.10	105.00	1,795.50
RR Renia Rudnicki	0.50	105.00	52.50
CG Christiane Girard	8.90	105.00	934.50
Professional Fees	<u>250.97</u>		<u>117,472.70</u>
Disbursements (Taxable)			<u>103.10</u>
		Total :	<u>\$117,575.80</u>



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Professional Fees

Date	Timekeeper	Description	Hours	Rate	Amount
08/02/2010	ER	Meeting J. Bélisle re: Redhawk transaction; com. Steve Brown	1.00	595.00	595.00
08/02/2010	JB	Meeting with E. Rodier; questions re: Pothier Valiquette accounting; review/search for info; com. with A. Stremski	3.50	300.00	1,050.00
08/02/2010	AS	Communications with Julien Bélisle and research	0.30	185.00	55.50
08/03/2010	ER	Misc. Redhawk issues; misc. documents	0.60	595.00	357.00
08/03/2010	JB	Search for Pothier Valiquette accounting	1.00	300.00	300.00
08/04/2010	ER	Meeting J. Bélisle re: Ch. 7 Trustee requests/accounting; com. S. Brown's office; com. S. Barley; prepare documents for S. Brown	3.00	595.00	1,785.00
08/04/2010	JB	Pothier Valiquette accounting summary; meeting E. Rodier	3.00	300.00	900.00
08/05/2010	ER	Review documents re: Ch. 7 Trustee; misc. Redhawk issues	0.40	595.00	238.00
08/05/2010	JB	Search for Pothier Valiquette accounting	2.00	300.00	600.00
08/06/2010	JB	Pothier Valiquette accounting review	1.50	300.00	450.00
08/09/2010	JB	Pothier Valiquette accounting review changes/corrections	2.00	300.00	600.00
08/11/2010	ER	Lengthy com. S. Brown (Ch. 7 Trustee) re: Redhawk, etc.; lengthy com. S. Barley re: Redhawk transaction; misc. e-mails/com. re: Redhawk transaction	2.00	595.00	1,190.00
08/16/2010	ER	Misc. e-mails/admin.; misc. Redhawk issues	0.30	595.00	178.50
08/17/2010	ER	Meeting re: Ch. 7 Trustee info requests; review info for Ch. 7 Trustee; misc. Redhawk issues	1.20	595.00	714.00
08/18/2010	ER	Misc. Redhawk issues	0.30	595.00	178.50
08/19/2010	JB	Amendments to reconciliation	1.00	300.00	300.00
08/20/2010	ER	Misc. e-mails re: Redhawk transaction; review draft Redhawk documents	1.40	595.00	833.00
08/23/2010	ER	Redhawk Agreement issues	0.60	595.00	357.00
08/23/2010	JB	Review Purchase Agreement	0.30	300.00	90.00
08/24/2010	ER	Misc. com. re: Redhawk; misc. Redhawk issues	0.30	595.00	178.50
08/26/2010	ER	Com. G. Moffat re: Redhawk Agreement; com. J. Kroop re: Redhawk; lengthy com. S. Barley re: Redhawk; lengthy com. S. Brown - Ch. 7 Trustee; misc. e-mails/com. re: Redhawk	2.20	595.00	1,309.00
08/27/2010	ER	Review documents to S. Brown (Ch. 7 Trustee); com. J. Kroop; documents to S. Brown	1.30	595.00	773.50



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Professional Fees

Date	Timekeeper	Description	Hours	Rate	Amount
08/31/2010	ER	Misc. Redhawk issues; com. G. Moffat	0.40	595.00	238.00
08/31/2010	AS	File GST/QST declaration; verify and update schedule	0.20	185.00	37.00
09/01/2010	ER	Misc. e-mails/com. re: Redhawk; com. S. Brown re: Redhawk; com. S. Barley re: Redhawk	0.70	595.00	416.50
09/01/2010	CO	Verify bank reconciliation	0.10	250.00	25.00
09/01/2010	CO	Verify bank reconciliation	0.10	250.00	25.00
09/03/2010	ER	Misc. Redhawk issues re: transaction	0.20	595.00	119.00
09/07/2010	ER	Misc. Redhawk issues; prep. for conference call; conference call Brown/Kroop/Moffat re: Redhawk/Proof of Claim issues; post conference call documents; com. S. Barley	2.60	595.00	1,547.00
09/07/2010	CG	Arrange for conference call; send e-mail	0.25	105.00	26.25
09/08/2010	ER	Review revised Redhawk Agreement; misc. e-mails re: Redhawk; num. com. S. Barley re: Redhawk	2.40	595.00	1,428.00
09/09/2010	HC	Prepare bank reconciliation CDN and US	0.60	105.00	63.00
09/13/2010	ER	Review revised Redhawk document; misc. com. re: Redhawk document; com. S. Brown (Karen)	1.80	595.00	1,071.00
09/15/2010	ER	Com. G. Moffat re: Redhawk; misc. Redhawk issues/Agreement	0.40	595.00	238.00
09/15/2010	CO	Verify bank reconciliation July	0.10	250.00	25.00
09/15/2010	CO	Verify bank reconciliation July	0.10	250.00	25.00
09/16/2010	ER	Misc. Redhawk issues/e-mails/etc.	0.30	595.00	178.50
09/17/2010	CO	Verify bank reconciliation August	0.10	250.00	25.00
09/20/2010	ER	(Includes 9/17/10, 9/19/10 and 9/20/10); numerous revisions to Redhawk Agreement; numerous e-mails re: Redhawk Agreement; misc. Ch. 7 issues	2.20	595.00	1,309.00
09/20/2010	JB	Miscellaneous	0.10	300.00	30.00
09/21/2010	ER	Misc. Redhawk issues; misc. admin./e-mails re: Redhawk; misc. Ch. 7 Trustee issues; misc. admin.	1.20	595.00	714.00
09/21/2010	AS	Update schedule	0.30	185.00	55.50
09/22/2010	ER	Misc. Redhawk issues; misc. Ch. 7 issues; misc. com./e-mails	1.20	595.00	714.00
09/22/2010	JB	Update on situation	0.20	300.00	60.00
09/24/2010	ER	Misc. Ch. 7 issues; misc. Redhawk issues	0.70	595.00	416.50
09/27/2010	ER	Misc. Ch. 7 issues; misc. e-mails/com. re: Ch. 7/Redhawk issues	0.60	595.00	357.00
09/28/2010	AS	Update schedules	0.20	185.00	37.00
09/29/2010	ER	Misc. e-mails/admin.; misc. Ch. 7/Redhawk issues	0.70	595.00	416.50



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Professional Fees

Date	Timekeeper	Description	Hours	Rate	Amount
09/30/2010	ER	Misc. Ch. 7 issues; Trustee's Motion re: Redhawk; misc. Redhawk issues; misc. e-mails/admin.	1.30	595.00	773.50
10/01/2010	ER	Misc. Redhawk issues; misc. Ch. 7 issues	0.70	595.00	416.50
10/04/2010	ER	Misc. Ch. 7 Trustee issues; misc. Redhawk issues	0.70	595.00	416.50
10/07/2010	ER	Com. Ch. 7 Trustee re: misc. issues (S. Brown)	0.20	595.00	119.00
10/08/2010	ER	Misc. Ch. 7 Trustee issues	0.40	595.00	238.00
10/12/2010	ER	Misc. Ch. 7 issues; com. Steve Brown	0.40	595.00	238.00
10/12/2010	HC	Bank reconciliation CDN and USD	0.50	105.00	52.50
10/13/2010	ER	Ch. 7 Trustee issues; com. G. Paquin; review documents re: Ch. 7 Trustee issues; conf. call J. Kroop/G. Paquin	2.20	595.00	1,309.00
10/14/2010	ER	Com. G. Paquin re: Ch. 7 Trustee issues; misc. documents/review re: Ch. 7 Trustee issues	0.60	595.00	357.00
10/20/2010	CO	Verify bank reconciliation CDN and US	0.20	250.00	50.00
11/04/2010	ER	Num. Redhawk issues/e-mails/etc. (includes 10/19 to 11/03/10); num. potential preferential payment issues/etc. (includes 10/19 to 11/03/10)	1.50	595.00	892.50
11/05/2010	HC	Prepare bank reconciliation –CDN and US	0.40	105.00	42.00
11/08/2010	ER	Misc. Redhawk issues; misc. preferential payment action issues; com. J. Kroop	1.00	595.00	595.00
11/09/2010	ER	Com. G. Paquin - update; com. G. Moffat - update; misc. admin./files; misc. Ch. 7 settlement issues	1.20	595.00	714.00
11/11/2010	ER	Com. J. Kroop; misc. Ch. 7 issues	0.40	595.00	238.00
11/12/2010	ER	Misc. admin.; misc. Ch. 7 settlement issues; misc. documents/files	0.80	595.00	476.00
11/15/2010	ER	Review Ch. 7 settlement documents; com. J. Kroop re: Ch. 7 settlement documents; com. G. Moffat/G. Paquin re: Ch. 7 settlement documents; misc. admin.; misc. files	3.20	595.00	1,904.00
11/15/2010	AS	Call bank to transfer funds; prepare entries; cheques and update schedules	1.00	185.00	185.00
11/16/2010	ER	Finalize settlement documents; misc. com./e-mails	0.70	595.00	416.50
11/25/2010	ER	Misc. Ch. 7 Trustee settlement issues/documents/e-mails	0.50	595.00	297.50
11/29/2010	ER	Ch. 7 settlement issues	0.30	595.00	178.50
12/08/2010	HC	Prepare bank reconciliation – CDN and US	0.30	105.00	31.50
12/14/2010	ER	Review objection of M. Verma to Trustee's Motion approving compromise; misc. e-mails re: objection of M. Verma to Trustee's Motion approving compromise; com. J. Kroop/S. Brown	0.80	595.00	476.00



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Professional Fees

Date	Timekeeper	Description	Hours	Rate	Amount
12/14/2010	CG	Doc. preparation	0.50	105.00	52.50
12/16/2010	CO	Verify bank reconciliation Oct. 31, 2010	0.10	250.00	25.00
12/23/2010	ER	Settlement with Ch. 7 Trustee issues; misc. documents; com. G. Paquin	0.50	595.00	297.50
01/03/2011	AS	Update schedule	0.10	185.00	18.50
01/04/2011	ER	Ch. 7 Trustee settlement issues/e-mails	0.30	595.00	178.50
01/04/2011	NF	Joinder in objection to Trustee's Motion and Notice of Hearing	0.25	105.00	26.25
01/05/2011	ER	Com. G. Moffat re: Ch. 7 settlement; misc. e-mails/com. re: Ch. 7 settlement; prep. for conf. call	0.50	595.00	297.50
01/05/2011	JB	Various re: Motion from Verma and D&G Mining	1.00	350.00	350.00
01/05/2011	RR	File administration	0.50	105.00	52.50
01/06/2011	ER	Prep. for conf. call/review documents; conf. call Brown/Kroop/Paquin et al re: Ch. 7 settlement issues	1.50	595.00	892.50
01/06/2011	JB	Substantiate POC	0.50	350.00	175.00
01/07/2011	ER	Meeting re: Ch. 7 settlement issues; misc. documents/etc.	0.70	595.00	416.50
01/10/2011	HC	Prepare bank reconciliation	0.20	105.00	21.00
01/11/2011	ER	Misc. Ch. 7 issues	0.30	595.00	178.50
01/12/2011	ER	Misc. Ch. 7 issues/documents	0.60	595.00	357.00
01/12/2011	CO	Verify bank reconciliation CDN and US	0.20	250.00	50.00
01/13/2011	ER	Com. J. Kroop re: Ch. 7 settlement; com. G. Moffat re: Ch. 7 settlement; com. G. Paquin re: Ch. 7 settlement; misc. documents/proof of claim; review response to M. Verma's objection to Trustee's Motion	1.40	595.00	833.00
01/14/2011	ER	Ch. 7 issues/settlement documents review; misc. e-mails re: settlement documents review	0.80	595.00	476.00
01/17/2011	ER	Misc. Ch. 7 issues	0.40	595.00	238.00
01/18/2011	CO	Verify bank reconciliation Dec. 10	0.10	250.00	25.00
01/19/2011	CO	Verify bank reconciliation Dec. 10	0.10	250.00	25.00
01/26/2011	HC	GST/QST reconciliation	0.30	105.00	31.50
01/31/2011	ER	Misc. Ch. 7 settlement issues	0.60	595.00	357.00
02/01/2011	HC	Remit GST/QST	0.15	105.00	15.75
02/04/2011	ER	Misc. admin./Ch. 7 issues/misc. com./files	0.50	595.00	297.50
02/10/2011	ER	Ch. 7 settlement issues/Order; com. J. Kroop re: settlement	0.60	595.00	357.00
02/11/2011	ER	Ch. 7 settlement Order/issues/check/letter/e-mails	1.20	595.00	714.00
02/11/2011	AS	Verification of funds; communications with bank; prepare	0.80	185.00	148.00



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Professional Fees

Date	Timekeeper	Description	Hours	Rate	Amount
		letter for US draft			
02/11/2011	CG	Doc. preparation	0.50	105.00	52.50
02/11/2011	HC	RBC for US draft	0.50	105.00	52.50
02/11/2011	HC	Bank reconciliation - CDN and US	0.40	105.00	42.00
02/23/2011	HC	GST/QST remittance	0.30	105.00	31.50
02/24/2011	ER	Com. E. Browne (Wells Fargo); misc. documents	0.40	595.00	238.00
03/07/2011	HC	Bank reconciliation	0.20	105.00	21.00
03/07/2011	HC	Bank reconciliation (USD)	0.20	105.00	21.00
03/11/2011	ER	Ch. 7 issues/e-mails	0.40	595.00	238.00
03/21/2011	CO	Verify bank reconciliation for January 2011, CDN and US	0.20	250.00	50.00
03/22/2011	ER	Misc. Ch. 7 Trustee issues	0.30	595.00	178.50
03/23/2011	ER	Misc. e-mails/Ch. 7 Trustee issues; misc. admin./documents	0.50	595.00	297.50
03/24/2011	CO	Verify bank reconciliation for February 2011, CDN and US	0.20	250.00	50.00
03/28/2011	HC	GST/ QST	0.15	105.00	15.75
03/31/2011	HC	GST/ QST remittance	0.20	105.00	21.00
04/06/2011	HC	Bank reconciliation CDN and US	0.40	105.00	42.00
04/11/2011	CO	Verify March 31, 2011 bank reconciliation	0.10	250.00	25.00
04/11/2011	HC	Reconcile and remit GST/QST	0.40	105.00	42.00
04/19/2011	ER	Misc. admin.	0.20	595.00	119.00
04/20/2011	AS	Update R&D for 2 accounts	0.80	185.00	148.00
05/09/2011	HC	Bank reconciliation CND and US	0.30	105.00	31.50
05/10/2011	CO	Verify bank reconciliation for April 2011 CDN and US	0.20	250.00	50.00
05/19/2011	HC	GST/QST reconciliation	0.20	105.00	21.00
05/25/2011	HC	GST/QST remittance	0.15	105.00	15.75
06/08/2011	HC	Bank reconciliation CND and US	0.40	105.00	42.00
06/21/2011	CO	Verify bank reconciliation May 31, 2011 CDN and US	0.10	250.00	25.00
06/23/2011	HC	GST/QST remittance/reconciliation of account	0.25	105.00	26.25
07/11/2011	ER	Misc. e-mails re: update; misc. admin.	0.30	595.00	178.50
07/12/2011	HC	GST/QST remittance/reconcile	0.40	105.00	42.00
07/13/2011	HC	Bank reconciliation/CND and US	0.30	105.00	31.50
07/19/2011	ER	Com. investors; com. J. Kroop/Ch. 7 Trustee; misc. documents/admin./etc.	1.80	595.00	1,071.00
07/20/2011	CO	Verify bank reconciliation June 30, 2011 CDN and US	0.20	250.00	50.00
07/21/2011	ER	Lengthy com. J. Kroop re: Order - Potential Dismissal; documents re: update; misc. e-mails	0.90	595.00	535.50



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Professional Fees

Date	Timekeeper	Description	Hours	Rate	Amount
07/22/2011	ER	Misc. Ch. 7 issues	0.40	595.00	238.00
08/04/2011	HC	GST/QST remittance - reconcile account	0.25	105.00	26.25
08/08/2011	HC	Bank reconciliation/CND and US	0.50	105.00	52.50
08/09/2011	CO	Verify bank reconciliation for July 2011, CDN and US	0.20	250.00	50.00
08/17/2011	ER	Misc. com. re: Ch. 7 issues	0.40	595.00	238.00
08/25/2011	ER	Com. J. Kroop re: Ch. 7 issues; review documents	0.70	595.00	416.50
08/26/2011	ER	Misc. Ch. 7 Trustee issues; misc. e-mails/admin.	0.30	595.00	178.50
08/26/2011	CG	Organize a conference call	0.25	105.00	26.25
08/29/2011	ER	Prepare for conference call/review Adversary Complaint/Proof of claim/misc. documents; misc. com./e- mails; Canadian Receivership info; conference call J. Kroop/G. Moffat/et	2.60	595.00	1,547.00
08/29/2011	JB	Conference call re: Watson/D&G; review Motion	1.75	350.00	612.50
08/29/2011	AS	Update and verify schedules and Redhawk	0.70	185.00	129.50
08/29/2011	CG	Organize a conference call; send e-mail	0.50	105.00	52.50
09/08/2011	HC	GST/QST remittance - reconcile account	0.25	105.00	26.25
09/09/2011	PL	Bank reconciliation	0.20	185.00	37.00
09/27/2011	ER	Misc. e-mails/admin. re: Ch. 7 Trustee; com. J. Kroop re: D&E - R&D	0.40	595.00	238.00
09/28/2011	ER	Com. J. Kroop re: Ch. 7 issues; misc. Ch. 7 issues	0.30	595.00	178.50
10/05/2011	JB	E-mail from lawyers	1.20	350.00	420.00
10/07/2011	HC	GST/QST remittance - reconcile account	0.25	105.00	26.25
10/11/2011	ER	Misc. Ch. 7 issues	0.40	595.00	238.00
10/20/2011	AS	Update schedules	0.30	185.00	55.50
10/21/2011	HC	Bank reconciliation - CND and US	0.25	105.00	26.25
10/26/2011	JB	Notice from Arizona Trustee	0.50	350.00	175.00
11/02/2011	ER	Com. J. Kroop re: D&G/Ch. 7 issues; misc. admin./documents; misc. com.	0.80	595.00	476.00
11/04/2011	PL	Verification of bank reconciliation	0.10	185.00	18.50
11/10/2011	ER	Com. J. Kroop re: Ch. 7 issues; misc. admin.	0.30	595.00	178.50
11/23/2011	HC	GST/QST remittance/reconcile account	0.25	105.00	26.25
11/29/2011	ER	Com. J. Kroop re: D&E/misc.; misc. admin.	0.30	595.00	178.50
11/30/2011	ER	Misc. admin.	0.20	595.00	119.00
12/07/2011	CO	Verify bank reconciliation for September 2011 CDN and US	0.20	250.00	50.00
12/16/2011	ER	Com. J. Kroop; misc. admin.; com. G. Moffat	0.60	595.00	357.00



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Professional Fees

Date	Timekeeper	Description	Hours	Rate	Amount
12/16/2011	AS	Print cheques; update schedules	0.60	185.00	111.00
12/19/2011	ER	Misc. Ch. 7 issues; com. J. Kroop	0.60	595.00	357.00
12/19/2011	AS	Communications with bank for transfer of funds; prepare entries	0.40	185.00	74.00
12/20/2011	ER	Prepare for conf. call; conf. call J. Kroop/G. Moffat; misc. admin.	1.20	595.00	714.00
12/21/2011	ER	Draft letter to D&G; com. G. Moffat; com. J. Kroop	0.60	595.00	357.00
12/22/2011	ER	Com. G. Moffat re: D&G; com. J. Kroop re: D&G and revisions to potential settlement offer	0.60	595.00	357.00
01/06/2012	AS	Communications with Squire and RBC Royal Bank	0.30	185.00	55.50
01/10/2012	AS	Communications with Squire, Sanders; prepare wire transfer entries	0.30	185.00	55.50
01/11/2012	AS	Communications with RBC Royal Bank regarding cheque and wire	0.30	185.00	55.50
01/13/2012	AS	Communications with Squire, Sanders; prepare entries	0.30	185.00	55.50
01/16/2012	ER	Misc. admin.	0.20	595.00	119.00
01/16/2012	PL	Bank reconciliation	0.22	185.00	40.70
01/17/2012	ER	Com. J. Kroop re: D&G; misc. documents/admin.	0.60	595.00	357.00
01/18/2012	AS	Prepare entries for transfer	0.30	185.00	55.50
01/18/2012	PL	Bank reconciliation	0.30	185.00	55.50
02/06/2012	HC	GST/QST remittance/reconcile account	0.30	105.00	31.50
02/07/2012	ER	Misc. file issues/D&G	0.30	595.00	178.50
02/08/2012	CO	Review bank reconciliation for October 2011 CDN and US	0.20	250.00	50.00
02/15/2012	ER	Misc. D&G issues; com. J. Kroop; com. G. Moffat; misc. documents	0.80	595.00	476.00
02/16/2012	ER	Prepare for conf. call (re: D&G); conf. call J. Kroop/G. Moffat; additional com. J. Kroop; com. R. Massi	1.70	595.00	1,011.50
02/16/2012	RM	Discussion with Rodier re: AMT International recovery and advisory party claim in AMT USA liquidation	1.50	595.00	892.50
03/05/2012	HC	Bank reconciliations	0.25	105.00	26.25
03/08/2012	CO	Verify bank reconciliation for Nov. 2011 CDN and US	0.20	250.00	50.00
03/08/2012	PL	Verification of bank reconciliation	0.10	185.00	18.50
03/09/2012	CO	Verify bank reconciliation for Dec. 2011 US	0.10	250.00	25.00
03/09/2012	CO	Verify bank reconciliations for Dec. 2011	0.10	250.00	25.00
03/12/2012	ER	Com. J. Kroop; misc. admin.	0.30	595.00	178.50
03/12/2012	AS	Update schedule	0.10	185.00	18.50



Date: 02/27/2013
Invoice #: RP06218
File #: 018568-001

Professional Fees

Date	Timekeeper	Description	Hours	Rate	Amount
03/13/2012	ER	Misc. admin./com.	0.30	595.00	178.50
03/14/2012	ER	Prepare for calls with J. Kroop/review documents; com. J. Kroop re: D7G issues/misc. issues	1.10	595.00	654.50
03/15/2012	ER	Misc. com. re: D&G	0.20	595.00	119.00
03/16/2012	ER	Misc. D&G issues	0.20	595.00	119.00
03/27/2012	HC	GST/QST remittance - reconcile	0.25	105.00	26.25
03/28/2012	HC	Bank reconciliation – CDN and US	0.40	105.00	42.00
03/29/2012	ER	Review draft Motion to discuss complaint; misc. documents	0.80	595.00	476.00
03/30/2012	ER	Lengthy com. G. Moffat re: D&G Motion; review documents	0.70	595.00	416.50
04/02/2012	ER	Misc. D&G issues	0.40	595.00	238.00
04/03/2012	ER	Prepare for conference call; conference call Kroop/Moffat; review documents calculation re: Motion to Dismiss; review revised Motion to Dismiss; misc. admin.	2.10	595.00	1,249.50
04/03/2012	PL	Verification of bank reconciliation	0.05	185.00	9.25
04/04/2012	ER	Misc. documents/D&G/etc.	0.30	595.00	178.50
04/04/2012	HC	Remit GST/QST - reconcile account	0.25	105.00	26.25
04/11/2012	HC	Bank reconciliation CND and US	0.50	105.00	52.50
04/19/2012	ER	Com. J. Kroop; misc. admin./e-mails	0.20	595.00	119.00
04/25/2012	ER	Com. J. Kroop re: D&G/Verma revised offer	0.30	595.00	178.50
04/26/2012	ER	Misc. documents re: D&G/M. Verma	0.30	595.00	178.50
04/27/2012	ER	Com. J. Kroop re: potential settlement with creditors; review document re: settlement	0.70	595.00	416.50
04/27/2012	AS	Administration of file	0.20	185.00	37.00
04/30/2012	ER	Com. G. Moffat re: D&G/Verma settlement issues; misc. documents re: potential settlement	0.70	595.00	416.50
05/02/2012	ER	Preparation for conference call; conference call J. Kroop/G. Moffat; additional documents re: potential settlement	1.30	595.00	773.50
05/03/2012	ER	Misc. D&G/Verma issues; misc. admin.	0.40	595.00	238.00
05/03/2012	AS	Reply to e-mails	0.20	185.00	37.00
05/03/2012	HC	GST/QST remittance - reconcile account	0.25	105.00	26.25
05/04/2012	HC	Bank reconciliation CND and US	0.40	105.00	42.00
05/11/2012	ER	Com. J. Kroop; misc. admin./document; com. A. Stremski	0.50	595.00	297.50
05/11/2012	AS	Prepare wire and communication with Eric Rodier	0.40	185.00	74.00
05/14/2012	ER	Review draft settlement documents; misc. e-mails	0.80	595.00	476.00
05/15/2012	ER	Com. G. Moffat re: potential settlement; misc. D&G issues	0.40	595.00	238.00
05/16/2012	ER	Misc. admin./R&D	0.20	595.00	119.00



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Professional Fees

Date	Timekeeper	Description	Hours	Rate	Amount
05/17/2012	AS	Communication with RBC Royal Bank to transfer funds; prepare entries	0.60	185.00	111.00
05/18/2012	ER	Com. G. Moffat re: revisions to draft settlement agreement; com. J. Kroop re: draft settlement agreement revisions	1.40	595.00	833.00
05/18/2012	AS	Communication with bank regarding wire transfer, update schedules and prepare entries	0.60	185.00	111.00
05/29/2012	ER	Settlement issues	0.20	595.00	119.00
05/30/2012	ER	Misc. admin.	0.20	595.00	119.00
05/30/2012	HC	Complete form for trust accounts - CDIC	0.15	105.00	15.75
06/01/2012	ER	Misc. Redhawk issues	0.20	595.00	119.00
06/07/2012	AS	Prepare cheque	0.20	185.00	37.00
06/08/2012	ER	Misc. admin./files/documents/etc.	0.80	595.00	476.00
06/08/2012	HC	GST/QST remittance/reconcile account	0.20	105.00	21.00
06/11/2012	ER	Misc. settlement issues	0.30	595.00	178.50
06/13/2012	HC	Bank reconciliation CDN and US	0.40	105.00	42.00
06/14/2012	ER	Misc. settlement issues; com. G. Moffat; review draft settlement documents	1.10	595.00	654.50
06/15/2012	ER	Creditor settlement issues/revised document; lengthy com. G. Moffat re: revised settlement document; misc. admin.	1.60	595.00	952.00
06/19/2012	ER	Revisions to settlement agreement; com. J. Kroop; misc. admin.	1.20	595.00	714.00
06/20/2012	ER	Misc. settlement issues	0.20	595.00	119.00
06/21/2012	ER	Num. com. G. Moffat re: settlement; com. re: settlement/Report; misc. documents; misc. admin.	1.70	595.00	1,011.50
06/22/2012	ER	Misc. settlement issues; misc. documents/files	0.60	595.00	357.00
06/22/2012	JB	Search for POC details	0.50	350.00	175.00
06/26/2012	ER	Misc. settlement issues	0.40	595.00	238.00
07/03/2012	AS	Update schedule	0.20	185.00	37.00
07/05/2012	AS	Update schedule	0.20	185.00	37.00
07/10/2012	ER	Com. J. Kroop re: settlement; misc. documents	0.40	595.00	238.00
07/12/2012	ER	Com. J. Kroop re: settlement; misc. documents	0.40	595.00	238.00
07/16/2012	ER	Potential settlement issues	0.30	595.00	178.50
07/17/2012	ER	Misc. settlement issues	0.40	595.00	238.00
07/20/2012	PL	Verification of bank reconciliation	0.10	185.00	18.50
07/23/2012	CG	Doc. preparation	0.25	105.00	26.25
07/23/2012	HC	GST/QST remittance	0.25	105.00	26.25



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Professional Fees

Date	Timekeeper	Description	Hours	Rate	Amount
07/24/2012	ER	Review revised settlement document; com. G. Moffat	0.30	595.00	178.50
07/25/2012	ER	Lengthy com. G. Moffat re: draft settlement documents; com. J. Kroop re: settlement documents; review documents	1.20	595.00	714.00
07/26/2012	AS	Update schedule	0.10	185.00	18.50
07/26/2012	HC	Bank reconciliation CND and US	0.35	105.00	36.75
07/27/2012	PL	Bank reconciliation	0.10	185.00	18.50
08/06/2012	ER	Misc. settlement issues	0.40	595.00	238.00
08/08/2012	HC	Bank reconciliation – CND and US	0.40	105.00	42.00
08/14/2012	ER	Misc. documents/e-mails; misc. admin.	0.60	595.00	357.00
08/14/2012	HC	GST/QST remittance/reconcile account	0.25	105.00	26.25
08/15/2012	ER	Com. J. Kroop re: revisions to settlement documents; review revisions to settlement documents/misc. documents/etc.; com. G. Moffat re: final documents; documents/e-mails to J. Kroop	3.30	595.00	1,963.50
08/15/2012	CG	Doc. preparation	0.75	105.00	78.75
08/16/2012	ER	Com. G. Moffat re: update/Report/Settlement Agreement	0.60	595.00	357.00
08/16/2012	AS	Prepare transfer of funds and wire transfer; update schedules	0.40	185.00	74.00
08/21/2012	ER	Misc. settlement issues/documents	0.70	595.00	416.50
08/21/2012	AS	Communication with bank to transfer funds; prepare entries	0.40	185.00	74.00
08/21/2012	PL	Verification of bank reconciliation	0.10	185.00	18.50
08/22/2012	ER	Com. G. Moffat re: Report to Court; review documents/e- mails re: Report to Court	1.70	595.00	1,011.50
08/23/2012	HC	Prepare deposit QST refund	0.25	105.00	26.25
08/24/2012	ER	Review draft Report to Court; com. G. Moffat	1.60	595.00	952.00
08/27/2012	ER	Com. A. Stremski; misc. admin./R&D; draft Report to Court	0.80	595.00	476.00
08/27/2012	AS	Communication with Eric Rodier; update R&Ds	1.00	185.00	185.00
08/28/2012	ER	Draft Report to Court	2.30	595.00	1,368.50
08/28/2012	AS	Prepare cheque and update schedule	0.30	185.00	55.50
08/29/2012	ER	Preparation for conf. call with G. Moffat; lengthy conf. call with G. Moffat re: revisions to Report; com. J. Kroop re: Settlement Agreement; com. S. Brown re: Ch. 7 Motion; review Ch. 7 Motion	2.80	595.00	1,666.00
08/29/2012	AS	Administration of file	0.10	185.00	18.50
09/04/2012	ER	Misc. settlement document issues; draft Report issues/revisions	0.60	595.00	357.00



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Professional Fees

Date	Timekeeper	Description	Hours	Rate	Amount
09/05/2012	ER	Revisions to Report to Court; review documents re: Report to Court; meeting A. Stremski re: R&D; com. G. Moffat re: revisions to Report to Court	2.80	595.00	1,666.00
09/05/2012	AS	Update R&Ds; communications with Eric Rodier; communication with bank regarding transfer of funds; prepare entries	2.00	185.00	370.00
09/06/2012	ER	Review documents re: Report to Court; lengthy com. S. Brown (Ch. 7 Trustee) re: remaining funds/Court issues/etc.); com. J. Kroop re: misc. issues; additional calculations and revisions to Report; com. G. Moffat re: Report	3.70	595.00	2,201.50
09/06/2012	AS	Prepare schedule of transfer of funds; communication with bank; prepare entries	1.00	185.00	185.00
09/07/2012	ER	Report to Court issues	0.50	595.00	297.50
09/10/2012	ER	Revisions to Report to Court re: J. Kroop's input; com. J. Kroop; com. G. Moffat	1.60	595.00	952.00
09/10/2012	AS	Update R&D and notes	0.50	185.00	92.50
09/11/2012	ER	Further revisions to Report to Court; review misc. backup documents re: Report to Court; lengthy com. G. Moffat re: final revisions to Report to Court; revisions to R&D; com. A. Stremski re: R&D; com. S. Barley - Redhawk Resources re: misc. issues/potential transaction/etc.; com. J. Kroop	4.40	595.00	2,618.00
09/11/2012	AS	Administration of file; com. with E. Rodier re: R&D	0.30	185.00	55.50
09/11/2012	CG	Doc. preparation	0.25	105.00	26.25
09/11/2012	HC	Bank reconciliation - CND and US	0.40	105.00	42.00
09/12/2012	ER	Lengthy com. S. Barley (Redhawk); misc. e-mails S. Barley; revisions to R&D; com. A. Stremski re: R&D/admin.; num. com. G. Moffat re: Report; num. e-mails G. Moffat re: Report; com. K. Flaaen (S. Brown's office) re: Ch. 7 documents; documents to G. Moffat; meeting R. Massi re: Report/o/s issues	4.10	595.00	2,439.50
09/12/2012	RM	Review of AMT Motion for Approval; discussion with E. Rodier; various issues	1.50	595.00	892.50
09/12/2012	AS	Administration of file	0.10	185.00	18.50
09/14/2012	RM	Review of Court documents re: AMT Settlement	1.50	595.00	892.50
09/14/2012	HC	QST remittance	0.25	105.00	26.25
09/17/2012	RM	Travel to Toronto; attendance at Court re: AMT Settlement Motion	1.50	595.00	892.50



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Professional Fees

Date	Timekeeper	Description	Hours	Rate	Amount
09/17/2012	PL	Verification of bank reconciliation	0.10	185.00	18.50
09/19/2012	ER	Misc. Report to Court/Order issues; misc. admin./website issues; misc. e-mails	1.40	595.00	833.00
09/19/2012	AS	Review Motion Record and post to website, post Report, Order and Endorsement to website	2.00	185.00	370.00
09/20/2012	ER	Com. G. Moffat - misc. issues; com. S. Barley re: Redhawk issues; com. J. Kroop re: settlement issues	1.30	595.00	773.50
09/24/2012	ER	Num. com. S. Brown re: Redhawk issues; num. com. S. Barley re: Redhawk issues; com. J. Kroop; review release documents and revisions; review Redhawk certificate	1.80	595.00	1,071.00
09/25/2012	ER	Com. K. Flaaen re: U.S. court proceeding; review proposed order; misc. e-mails/files re: settlement	1.30	595.00	773.50
09/27/2012	ER	Misc. Ch. 7 legal documents; misc. com. S. Barley - Redhawk issues; termination notice - Ch. 7 Trustee	1.30	595.00	773.50
09/28/2012	ER	Com. J. Kroop's office re: settlement; Court Order; misc. admin./e-mails re: settlement; misc. com. re: settlement; misc. files	1.20	595.00	714.00
10/01/2012	ER	Misc. settlement documents/issues/e-mails/files; misc. admin.	0.90	595.00	535.50
10/02/2012	ER	Reports/Orders/files; misc. admin.; misc. e-mails re: Settlement	0.80	595.00	476.00
10/02/2012	RM	Review of document relating to AMT	1.50	595.00	892.50
10/02/2012	HC	GST/QST remittance	0.25	105.00	26.25
10/09/2012	ER	Misc. settlement issues; misc. admin./files	0.60	595.00	357.00
10/09/2012	HC	Bank reconciliation - CND and US	0.45	105.00	47.25
10/11/2012	ER	Misc. admin.	0.20	595.00	119.00
10/15/2012	ER	Com. investor; misc. admin.	0.30	595.00	178.50
10/17/2012	ER	Misc. admin./R&D/etc.; lengthy com. G. Moffat; review misc. documents re: claims process/distribution of funds; com. with A. Stremski	2.40	595.00	1,428.00
10/17/2012	AS	Communication with Eric Rodier and forward documents	0.30	185.00	55.50
10/18/2012	ER	Misc. e-mails - investors; review f/s/documents re: claims process; review R&D	1.60	595.00	952.00
10/19/2012	ER	O/s issues/claims process/etc.; com. G. Moffat - misc. issues; financial statements/documents/etc.	1.50	595.00	892.50
10/23/2012	ER	Com. G. Moffat - misc. issues; misc. o/s issues	0.30	595.00	178.50
10/25/2012	ER	Lengthy com. G. Moffat re: o/s issues; com. shareholder; claims process issues	1.20	595.00	714.00



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Professional Fees

Date	Timekeeper	Description	Hours	Rate	Amount
10/31/2012	ER	Misc. admin./com.; misc. documents/files	0.40	595.00	238.00
10/31/2012	AS	Administration of file	0.20	185.00	37.00
11/01/2012	ER	Misc. admin.; com. J. Kroop; misc. files re: settlement; com. A. Stremski	1.20	595.00	714.00
11/01/2012	AS	Review invoices, update schedules, prepare cheques	2.00	185.00	370.00
11/01/2012	HC	GST/QST remittance	0.25	105.00	26.25
11/02/2012	AS	Update schedules; calculate transfers	1.50	185.00	277.50
11/05/2012	ER	Misc. admin.; com. A. Stremski	0.40	595.00	238.00
11/05/2012	AS	Communication with Eric Rodier regarding approval of funds transfer; communicate with bank; prepare entries; update schedules	0.70	185.00	129.50
11/06/2012	AS	Prepare wire	0.30	185.00	55.50
11/09/2012	ER	Misc. outstanding issues plus preparation of memo	1.00	595.00	595.00
11/12/2012	CG	Doc. preparation	0.50	105.00	52.50
11/13/2012	ER	Preparation of outstanding issue memo	0.70	595.00	416.50
11/13/2012	CG	Doc. preparation	0.25	105.00	26.25
11/13/2012	HC	Bank reconciliation - CND and US	0.40	105.00	42.00
11/14/2012	CG	Doc. preparation	0.25	105.00	26.25
11/28/2012	AS	Update schedule	0.10	185.00	18.50
11/29/2012	ER	O/s issues	0.30	595.00	178.50
12/05/2012	ER	Com. G. Moffat re: o/s issues/claims process; misc. admin.; misc. files	0.70	595.00	416.50
12/06/2012	AS	Update schedules	0.30	185.00	55.50
12/06/2012	HC	QST remittance	0.25	105.00	26.25
12/11/2012	AS	Update schedules	1.00	185.00	185.00
12/11/2012	HC	Bank reconciliation - CND and US	0.45	105.00	47.25
12/13/2012	ER	Misc. admin. issues; misc. o/s issues	0.80	595.00	476.00
12/13/2012	CG	Doc. preparation	2.00	105.00	210.00
12/14/2012	RM	Discussion with E. Rodier regarding AMT	1.00	595.00	595.00
12/14/2012	AS	Prepare cheques and update schedules	0.40	185.00	74.00
12/14/2012	CG	Doc. preparation	1.00	105.00	105.00
12/16/2012	CG	Doc. preparation	1.00	105.00	105.00
12/17/2012	ER	Meeting C. Girard re: misc. admin./documents/etc.; misc. file closure issues	0.80	595.00	476.00
12/17/2012	AS	Administration of file; communications with RBC Royal Bank to transfer funds and wire transfer funds; prepare cheques	1.50	185.00	277.50



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Disbursements (Taxable)

Date	Description	Amount
08/12/2010	EXT:18568001 Staff:0001 Location:(RECAIM)RECEIVER Acct:18568001 Aug 12 2010 8:45AM	1.75
09/02/2010	EXT:18568001 Staff:0000 Location:(RECAIM)RECEIVER Acct:18568001 Sep 2 2010 8:45AM	4.90
09/07/2010	Premier conferencing	12.24
09/07/2010	Conference call	12.25
09/09/2010	EXT:18568001 Staff:0000 Location:(RECAIM)RECEIVER Acct:18568001 Sep 9 2010 8:45AM	0.35
09/23/2010	EXT:18568001 Staff:0006 Location:(RECAIM)RECEIVER Acct:18568001 Sep 23 2010 8:45AM	1.75
10/21/2010	EXT:18568001 Staff:0006 Location:(RECAIM)RECEIVER Acct:18568001 Oct 21 2010 8:45AM	0.35
01/06/2011	Conference ID 269980	12.42
02/10/2011	EXT:018568001 Staff:0000 Location:(RECAIM)RECEIVER Acct:018568001 Feb 10 2011 8:45AM	1.40
03/07/2011	Overnight courier-FEDEX0 Mar 10 2011 7:34AM	32.95
08/29/2011	Conference ID 269980	9.12
01/31/2013	Overnight courier Feb 7 2013 9:19AM	13.62
Total:		<u>\$103.10</u>

RICHTER

AMT International Mining Corporation
c/o Richter Advisory Group Inc.
(formerly RSM Richter Inc. – Receiver)
1981, av. McGill College, 12e étage
Montréal QC H3A 0G6

Attention: Mr. Raymond Massi

Date: 09/04/2013
Invoice #: RP06739
File #: 018568-001
Due Date: Upon Receipt

Professional services rendered for the period February 1, 2013 to
August 31, 2013

Fees	\$36,926.75
Disbursements	19.73
	<hr/>
Sub-Total	36,946.48
GST #141323 7766 RT0001	1,847.33
QST #1018994727	3,685.41
	<hr/>
Balance to pay:	\$42,479.22

Payment Options

We accept Direct Telephone Banking and Internet Banking. If you choose to pay your account using one of these payment options, please contact Collection Department at 514.934.3580 or e-mail collection@richter.ca

RICHTER

T. 514.934.3451
pmanel@richter.ca

Richter Groupe Conseil Inc.
Richter Advisory Group Inc.
1981 McGill College
Mtl (Qc) H3A 0G6
www.richter.ca

Montréal, Toronto





Date: 09/04/2013
Invoice #: RP06739
File #: 018568-001

Fees and Disbursements Summary

Name	Hours	Rate	Amount
RM Raymond Massi	32.00	595.00	19,040.00
ER Eric Rodier	19.20	595.00	11,424.00
CO Carol O'Donnell	2.60	250.00	650.00
PL Pascale Lareau	1.90	185.00	351.50
AS Ann Stremski	16.40	185.00	3,034.00
MB Manon Breault	1.30	160.00	208.00
EV Eve Deschênes	1.50	135.00	202.50
MT Manon Tremblay	2.00	135.00	270.00
MG Mireille Guitard	1.00	135.00	135.00
LL Lucie Leroux	8.35	105.00	876.75
CG Christiane Girard	7.00	105.00	735.00
Professional Fees	93.25		36,926.75
Disbursements (Taxable)			19.73
		Total:	\$36,946.48



Date: 09/04/2013
Invoice #: RP06739
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Professional Fees

Date	Timekeeper	Description	Hours	Rate	Amount
02/01/2013	ER	Misc. Ch. 7 issues/distribution/etc.	0.30	595.00	178.50
02/04/2013	ER	Misc. Ch. 7 documents	0.20	595.00	119.00
02/05/2013	ER	Com. G. Moffat re: claims process issues/o/s issues; misc. documents/files	0.60	595.00	357.00
02/08/2013	ER	Com. J. Kroop re: Ch. 7 Trustee issues/distribution/etc.; misc. documents	0.30	595.00	178.50
02/11/2013	ER	Misc. admin./files	0.20	595.00	119.00
02/12/2013	ER	Com. G. Moffat re: o/s issues/Reports/claims process; updated R&D; com. A. Stremski	0.60	595.00	357.00
02/12/2013	AS	Update R&D's	0.50	185.00	92.50
02/13/2013	ER	Com. G. Moffat re: Report/claims process/o/s issues; proforma interim Statements of Receipts and Disbursements	0.80	595.00	476.00
02/13/2013	AS	Edit R&D	0.40	185.00	74.00
02/14/2013	ER	Report to Court/proforma R&D; com. G. Moffat	0.60	595.00	357.00
02/14/2013	AS	Edit R&D and pdf	0.20	185.00	37.00
02/18/2013	ER	Misc. admin./R&D/etc.	0.20	595.00	119.00
02/19/2013	ER	Ch. 7 final distribution; misc. com./files	0.50	595.00	297.50
02/19/2013	AS	Prepare deposits, update QST schedule, administration of file	0.70	185.00	129.50
02/20/2013	ER	Com. creditors/Wells Fargo; misc. documents	0.40	595.00	238.00
02/21/2013	AS	Administration of file	0.20	185.00	37.00
02/22/2013	ER	Reports to Court; claims process; misc. admin.	0.80	595.00	476.00
02/22/2013	CG	Doc. preparation	1.50	105.00	157.50
02/26/2013	ER	Review First Report to Court; revision to Second Report to Court; revisions to claims process Order; R&D	2.80	595.00	1,666.00
02/27/2013	ER	Lengthy com. G. Moffat re: Report to Court/claims process; misc. claims process issues; misc. admin./documents	1.60	595.00	952.00
02/27/2013	AS	Communication with Grant Moffat office; prepare cheques; update schedule; communication with RBC to transfer funds	1.00	185.00	185.00
02/27/2013	CG	Doc. preparation	0.75	105.00	78.75
02/27/2013	LL	E-mails to and from Ann Stremski re: information to lawyers re: upcoming claims process	0.25	105.00	26.25



Date: 09/04/2013
Invoice #: RP06739
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Professional Fees

Date	Timekeeper	Description	Hours	Rate	Amount
02/28/2013	ER	Meeting R. Massi re: o/s issues; revisions to Report to Court; revisions to claims process Order	1.40	595.00	833.00
02/28/2013	AS	Administration of file; communication with RBC regarding transfer of funds; prepare entries	0.80	185.00	148.00
03/04/2013	AS	Prepare entries for transfers made; research and send documents requested by Revenu Québec	0.70	185.00	129.50
03/06/2013	AS	Prepare GST/QST declaration on line; update schedules; pdf	0.20	185.00	37.00
03/14/2013	PL	Bank reconciliation	0.40	185.00	74.00
03/28/2013	CO	Verify bank reconciliation for January and February 2013 CDN and US	0.40	250.00	100.00
04/01/2013	AS	Update R&D; administration of file	0.50	185.00	92.50
04/03/2013	ER	Research for E. Browne - Wells Fargo; e-mails to E. Browne - Wells Fargo; lengthy com. E. Browne - Wells Fargo re: update/question; com. G. Moffat re: update	0.80	595.00	476.00
04/03/2013	AS	Research and fax documents requested by Ministère du Québec	0.30	185.00	55.50
04/08/2013	ER	Com. G. Moffat re: update/o/s issues; misc. admin.	0.40	595.00	238.00
04/09/2013	ER	Misc. admin./files	0.40	595.00	238.00
04/11/2013	RM	Review of documents regarding claims process	1.50	595.00	892.50
04/11/2013	AS	Update R&D's and forward to R. Massi	0.30	185.00	55.50
04/17/2013	RM	Review of documents for claims process	1.50	595.00	892.50
04/17/2013	PL	Bank reconciliation	0.20	185.00	37.00
04/18/2013	RM	Review of draft mailing documents	1.00	595.00	595.00
04/23/2013	AS	Prepare deposit and update schedules; scan	0.30	185.00	55.50
04/24/2013	RM	Review of draft documents regarding mailing	1.00	595.00	595.00
04/25/2013	RM	Review of notices regarding AMT claims process; review file to identify possible AMT creditors	2.50	595.00	1,487.50
04/25/2013	AS	Administration regarding Claim Process Order	1.00	185.00	185.00
04/25/2013	LL	Administrative work re: upcoming claims process	1.00	105.00	105.00
04/26/2013	AS	Review notice and ads; research and start creditor list; Motion and Report to pdf for website; administration of file	1.50	185.00	277.50
04/26/2013	MB	Revision, AMT-Notice of deadline-proofs of claim	0.25	160.00	40.00
04/26/2013	MG	Translation of the Notice of the Deadline to file Proofs of Claim for AMT International Mining Corporation	1.00	135.00	135.00
04/26/2013	LL	E-mails to and from Translation	0.10	105.00	10.50



Date: 09/04/2013
Invoice #: RP06739
File #: 018568-001

Professional Fees

Date	Timekeeper	Description	Hours	Rate	Amount
04/26/2013	LL	Prepare forms (notice to creditors, proof of claim) for upcoming mailing and ads to be published	1.65	105.00	173.25
04/29/2013	ER	Com. A. Stremski re: claims process; review documents re: claims process; com. R. Massi re: claims process	0.50	595.00	297.50
04/29/2013	AS	Research creditor addresses	0.60	185.00	111.00
04/29/2013	MB	Revision, Notice accompanying Proof of claim and Proof of Claim against AMT	0.75	160.00	120.00
04/29/2013	MT	Translation of Proof of Claim against AMT International Mining Corp. dated April 2013	2.00	135.00	270.00
04/29/2013	LL	Follow-up on ads and documents for upcoming mailing to creditors	0.50	105.00	52.50
04/29/2013	LL	Documents for upcoming mailing to creditors	1.00	105.00	105.00
04/29/2013	LL	Follow-up on newspaper ads and cost estimates with Niwri	0.25	105.00	26.25
04/29/2013	LL	Follow-up on ads	0.25	105.00	26.25
04/30/2013	RM	Final review of mailing documents; newspaper ads	1.50	595.00	892.50
04/30/2013	CO	Verify bank reconciliation for March 2013 for CDN and US	0.20	250.00	50.00
04/30/2013	AS	Research for mailing	0.80	185.00	148.00
04/30/2013	LL	Documents for upcoming mailing to creditors	1.20	105.00	126.00
04/30/2013	LL	Administrative work re: claims process	1.00	105.00	105.00
05/01/2013	CO	Save documents and post to website	1.20	250.00	300.00
05/02/2013	RM	Finalization of mailing	0.50	595.00	297.50
05/02/2013	AS	Return call to Hydro regarding ad in newspaper	0.10	185.00	18.50
05/02/2013	MB	Revision	0.30	160.00	48.00
05/02/2013	EV	Translation of the Website letter	1.50	135.00	202.50
05/06/2013	RM	File administration	1.00	595.00	595.00
05/06/2013	LL	Mail affidavit, notes updated in Ascend	0.80	105.00	84.00
05/07/2013	RM	Reply to e-mails following mailing	1.50	595.00	892.50
05/07/2013	AS	Prepare cheque for newspaper ads	0.20	185.00	37.00
05/08/2013	PL	Bank reconciliation	0.30	185.00	55.50
05/10/2013	CO	Verify April 30, 13 bank reconciliation for US and CDN accounts	0.20	250.00	50.00
05/13/2013	RM	Review of documents; follow-up regarding claims process	1.00	595.00	595.00
05/23/2013	RM	Follow-up on claims process	1.00	595.00	595.00
05/27/2013	RM	File administration	1.00	595.00	595.00
05/27/2013	AS	Print report and complete proof of claim	0.30	185.00	55.50



Date: 09/04/2013
Invoice #: RP06739
File #: 018568-001

Professional Fees

Date	Timekeeper	Description	Hours	Rate	Amount
05/29/2013	ER	Review documents/reports on AMT/Honeybee proof of claim; prepare proof of claim; prepare Statement of Account; misc. com. A. Stremski; revisions to proof of claim/Statement of Account; misc. admin.	2.40	595.00	1,428.00
05/29/2013	AS	Edit proof of claim; communication with E. Rodier	0.20	185.00	37.00
05/29/2013	CG	Doc. preparation	0.50	105.00	52.50
06/03/2013	RM	Discussion with Me Moffat; follow-up on claims process	1.00	595.00	595.00
06/04/2013	RM	Review of claims received; discussion with Ann Stremski; telephone conversation with Moffat	1.00	595.00	595.00
06/05/2013	AS	File GST/QST declaration	0.20	185.00	37.00
06/07/2013	LL	Receipt and processing of proof of claim and correspondence	0.35	105.00	36.75
06/11/2013	AS	Administration of file and e-mails	0.60	185.00	111.00
06/12/2013	PL	Bank reconciliation	0.20	185.00	37.00
06/13/2013	CO	Verify bank reconciliation for May 31, 2013	0.10	250.00	25.00
06/13/2013	CO	Verify bank reconciliation for May 31, 2013 US	0.10	250.00	25.00
06/19/2013	RM	File administration	1.00	595.00	595.00
06/21/2013	AS	Scan QST refund and prepare entries	0.20	185.00	37.00
06/25/2013	AS	Prepare cheque	0.20	185.00	37.00
06/26/2013	RM	Administration; dealing with various issues	1.00	595.00	595.00
07/02/2013	RM	File administration	1.00	595.00	595.00
07/05/2013	RM	File administration	1.00	595.00	595.00
07/10/2013	RM	Review of documents, file administration	2.00	595.00	1,190.00
07/12/2013	RM	Various matters	1.00	595.00	595.00
07/15/2013	PL	Bank reconciliation amount US	0.20	185.00	37.00
07/15/2013	PL	Bank reconciliation	0.20	185.00	37.00
07/16/2013	CO	Verify bank reconciliation for June 2013 CDN and US	0.20	250.00	50.00
07/22/2013	AS	Communications with TGF and TD Contractors	0.40	185.00	74.00
07/23/2013	AS	Communications with Grant Moffat and TB Contractors	0.50	185.00	92.50
07/25/2013	AS	Communication with TB Contractors and Grant Moffat	0.20	185.00	37.00
08/02/2013	AS	Communications with Ray Massi and TB Contractors	0.30	185.00	55.50
08/05/2013	RM	File administration	1.00	595.00	595.00
08/07/2013	PL	Bank reconciliation (US acct.)	0.20	185.00	37.00
08/07/2013	PL	Bank reconciliation (Canadian acct.)	0.20	185.00	37.00



Date: 09/04/2013
Invoice #: RP06739
File #: 018568-001

Professional Fees

Date	Timekeeper	Description	Hours	Rate	Amount
08/08/2013	AS	Communication with US Trustee, Steven Brown; and Eric Rodier	0.20	185.00	37.00
08/13/2013	ER	Misc. e-mails; num. com. A. Stremski re: claims process; com. R. Massi re: claims process; review documents	1.20	595.00	714.00
08/13/2013	RM	Telephone conversation with Me Moffat regarding claims; discussion with Ann Stremski regarding telephone conversation about Construction claim	1.00	595.00	595.00
08/13/2013	CO	Verify bank reconciliation	0.10	250.00	25.00
08/13/2013	CO	Verify bank reconciliation	0.10	250.00	25.00
08/13/2013	AS	Update schedule; communications with E. Rodier and US Trustee regarding TB Contractors	0.70	185.00	129.50
08/15/2013	AS	Administration of file	0.10	185.00	18.50
08/16/2013	AS	Communications with Grant Moffat, Eric Rodier and Ray Massi	0.10	185.00	18.50
08/19/2013	ER	Com. A. Stremski re: file closure/creditor claims; lengthy com. G. Moffat re: misc. issues; misc. e-mails A. Stremski; misc. e-mails R. Massi; misc. documents	0.80	595.00	476.00
08/27/2013	RM	Review of draft Third Report	2.00	595.00	1,190.00
08/27/2013	AS	Update schedule; communication with A. Fournier of TGF; review schedules	0.40	185.00	74.00
08/28/2013	ER	Num. meetings A. Stremski re: final R&D; conf. call Moffat/Massi; misc. e-mails; num. revisions to final R&D	1.40	595.00	833.00
08/28/2013	RM	Review of draft Third Report; tel. call with G. Moffat	2.00	595.00	1,190.00
08/28/2013	AS	Communication with E. Rodier; update R&D; other administration of file	1.20	185.00	222.00
08/28/2013	CG	Doc. preparation	3.00	105.00	315.00
08/29/2013	RM	Draft Third Report review and commentary	1.00	595.00	595.00
08/29/2013	AS	Update R&D; administration of file	0.30	185.00	55.50
08/29/2013	CG	Doc. preparation	1.25	105.00	131.25
08/30/2013	RM	Review of draft Third Report	1.00	595.00	595.00
			Total:	93.25	\$36,926.75



Date: 09/04/2013
Invoice #: RP06739
File #: 018568-001

Disbursements (Taxable)

Date	Description	Amount
03/28/2013	Sameday courier Apr 4 2013 8:49AM	2.63
04/30/2013	Postage: Notice to creditors re Claims process	6.60
04/30/2013	Sameday courier May 9 2013 9:00AM	5.25
07/29/2013	Sameday courier Aug 1 2013 9:21AM	5.25
Total:		\$19.73

EXHIBIT "B"

Invoice Summary for
 Richter Advisory Group Inc. (formerly RSM Richter Inc.)
 for the period March 26, 2007 to August 31, 2013

Invoice No. and Dates	Fees	Disbursements	GST	QST	Hours	Average Rate	Total
March 26, 2007 to July 31, 2010							
RP06001	\$202,504.00	\$1,194.87	\$10,184.94	\$20,318.97	588.86	\$343.89	\$234,202.78
August 1, 2010 to January 31, 2013							
RP06218	\$117,472.70	\$103.10	\$5,878.80	\$11,728.18	250.97	\$468.07	\$135,182.78
February 1, 2013 to August 31, 2013							
RP06739	\$36,926.75	\$19.73	\$1,847.33	\$3,685.41	93.25	\$396.00	\$42,479.22
Total:	\$356,903.45	\$1,317.70	\$17,911.07	\$35,732.56	933.08	\$382.50	\$411,864.78

+EXHIBIT "C"

Billing Rates of Richter Advisory Group Inc. (formerly RSM Richter Inc.)

From March 26, 2007 to July 31, 2010

<u>Professional</u>	<u>Dates</u>	<u>Rate</u>	<u>Position</u>
Raymond Massi	Jan. 29/09	\$575	Partner
Eric Rodier	April 24/07 to July 28/10	\$550/575/ 595	Partner
Andrew Michelin	July 13/10	\$595	Partner
Pascale Gadreault	May 9/07 to Feb. 26/08	\$395	Vice President
Isabelle Côté	Mar. 26/07 to Mar. 30/07	\$350	Associate
Stéphane De Broux	Apr. 24/07 to May 31/07	\$300	Associate
Julien Bélisle	May 14/07 to July 9/10	\$275/300	Associate
Jean-François Audet	Jan. 10/08 to Jan. 11/08	\$275	Financial Analyst
<u>Administration</u>			
Carol O'Donnell	Apr. 25/07 to May 19/10	\$250	File Administrator
Ann Stremski	May 10/07 to June 16/10	\$190	File Administrator
Pascale Lareau	July 11/07 to July 15/09	\$185	File Administrator
Louise Carignan	Apr. 19/07 to June 23/08	\$105	Clerk
Nicole Fournier	June 12/07 to July 18/07	\$105	Administrative Assistant
Adriana Wilson	Sept. 24/09 to June 6/10	\$105	Administrative Assistant
Renia Rudnicki	Aug. 9/07 to Aug. 17/07	\$105	Administrative Assistant
Anne-Marie Beaulieu	Apr. 24/07 to June 28/07	\$105	Administrative Assistant
Christiane Girard	July 17/07 to July 13/10	\$105	Administrative Assistant
Cloremice Jean	July 16/07 to July 20/07	\$105	Administrative Assistant
Courtney Castelino	May 6/09 to May 8/09	\$105	Administrative Assistant
Katrina Burak	Jan. 8/08 to Apr. 16/09	\$75	Clerk
Kristiana Salmon	July 6/07 to Aug. 26/09	\$75	Clerk
<u>Tax Dept.</u>			
Shelley Smith	Feb. 19/08	\$450	Principal

From August 1, 2010 to January 31, 2013

<u>Professional</u>	<u>Dates</u>	<u>Rate</u>	<u>Position</u>
Raymond Massi	Feb. 16/12 to Dec. 14/12	\$595	Partner
Eric Rodier	Aug. 2/10 to Jan. 29/13	\$595	Partner/Consultant
Julien Bélisle	Aug. 2/10 to June 22/12	\$300/350	Associate/Senior Associate
<u>Administration</u>			
Carol O'Donnell	Sept. 1/10 to March 9/12	\$250	File Administrator
Pascale Lareau	Sept. 9/11 to Sept. 17/12	\$185	File Administrator
Ann Stremski	Aug. 2/10 to Jan. 17/13	\$185	File Administrator
Nicole Fournier	Jan. 4/11	\$105	Administrative Assistant
Heather Chennell	Sept. 9/10 to Jan. 28/13	\$105	File Administrator
Renia Rudnicki	Jan. 5/11	\$105	Administrative Assistant
Christiane Girard	Sept. 7/10 to Jan. 8/13	\$105	Administrative Assistant

From February 1, 2013 to August 31, 2013

<u>Professional</u>	<u>Dates</u>	<u>Rate</u>	<u>Position</u>
Raymond Massi	April 11/13 to Aug. 30/13	\$595	Partner
Eric Rodier	Feb. 1/13 to Aug. 28/13	\$595	Consultant
<u>Administration</u>			
Carol O'Donnell	March 28/13 to Aug. 13/13	\$250	File Administrator
Pascale Lareau	March 14/13 to Aug. 7/13	\$185	File Administrator
Ann Stremski	Feb. 12/13 to Aug. 29/13	\$185	File Administrator
Christiane Girard	Feb. 22/13 to Aug. 29/13	\$105	Administrative Assistant
Lucie Leroux	Feb. 27/13 to June 7/13	\$105	File Administrator
<u>Translation Dept.</u>			
Manon Tremblay	April 29/13	\$270	Translator
Manon Breault	April 26/13 to May 2/13	\$160	Translator
Eve Deschênes	May 2/13	\$135	Translator
Mireille Guitard	April 26/13	\$135	Translator

**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

AFFIDAVIT OF RAYMOND MASSI
(*Sworn September 4, 2013*)

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

TAB J

EXHIBIT "J"

Court File No.: 07-CL-6955

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

BETWEEN:

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

Applicant

- and -

AMT INTERNATIONAL MINING CORPORATION

Respondent

AFFIDAVIT OF GRANT B. MOFFAT
(Sworn September 4, 2013)

I, GRANT B. MOFFAT, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a Barrister and Solicitor licensed to practice law in the Province of Ontario and a partner with the law firm of Thornton Grout Finnigan LLP ("TGF") and, as such, have knowledge of the facts to which I herein depose.
2. TGF has acted as counsel to Richter Advisory Group Inc. (formerly RSM Richter Inc.), in its capacity as the Receiver (the "**Receiver**") of all of the assets, undertakings and properties of AMT International Mining Corporation ("**AMT**").

3. Attached hereto as Exhibit "A" are summaries of the invoices issued to the Receiver by TGF for fees and disbursements incurred by TGF over the course of the receivership of AMT between April 24, 2007 and August 31, 2013.

4. Attached hereto as Exhibit "B" is a schedule summarizing each invoice in Exhibit "A", the total billable hours charged per invoice, the total fees charged per invoice and the average hourly rate charged per invoice.

5. Attached hereto as Exhibit "C" is a schedule summarizing the respective years of call and billing rates for each of the solicitors at TGF who have acted for the Receiver.


6. The hourly billing rates outlined in Exhibit "C" to this affidavit are significantly lower than the hourly rates charged by TGF for services rendered in relation to similar proceedings.

7. I make this affidavit in support of a motion by the Receiver for, among other things, the approval of the fees and disbursements of the Receiver and its legal counsel and for no other or improper purpose.

SWORN before me, at the)
City of Toronto, in the)
Province of Ontario, this 4th day)
of September, 2013.)



A Commissioner for taking oaths, etc.
Annette Melinda Fournier, a Commissioner, etc.,
City of Toronto, for ThomsonGrouitFinnigan LLP,
Barristers and Solicitors.
Expires November 8, 2013.



Grant B. Moffat

EXHIBIT "A"

ThorntonGroutFinniganLLP

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

June 21, 2007

Attention: Eric Rodier

Invoice No. 17948
File No.: 1071-005

RE: AMT International Mining Corporation (related to 1071-001)

TO ALL PROFESSIONAL SERVICES RENDERED HEREIN INCLUDING THE FOLLOWING for the period ending: May 31, 2007
FEES

Apr-24-07	Conference call with Reciver and Arizona counsel regarding defence to be filed in D&G action;	0.40	GBM
Apr-25-07	Letter to Verma's solicitor regarding appointment of Receiver;	0.30	GBM
Apr-27-07	Meeting with G. Moffat regarding AMT and obligations to post press release of receivership on SEDAR; research and email to G. Moffat;	2.00	JB
	Review of Affidavit of E. Rodier regarding AMT, sworn April 20, 2007;	1.40	JB
	Correspondence to E. Rodier regarding affidavit sworn April 20, 2007;	0.40	AF
Apr-30-07	Review correspondence from J. Bookman regarding AMT disclosure obligations; meeting with J. Bookman regarding same; review application materials regarding same;	0.50	GBM
	Meeting with G. Moffat regarding various matters including reporting obligations of AMT, Verma v. AMT;	0.30	JB
	Telephone call to S. Rosenhek regarding Verma v. AMT;	0.10	JB
	Telephone call with E. Harper at Faskens regarding Verma letter from G. Moffat;	0.20	JB

	Email from P. Foy regarding AMT;	0.10	JB
	Telephone call to P. Foy regarding AMT and application regarding ceasing to be a reporting issuer;	0.40	JB
May-01-07	Telephone call with S. Rosenhek regarding status of the Verma litigation;	0.50	JB
	Email to S. Rosenhek regarding pleadings etc. from Verma v. AMT action;	0.10	JB
May-02-07	Telephone call with E. Rodier regarding AMT defence to D&G claim; review G. Pacquin revisions;	0.40	GBM
	Email to P. Foy at OSC regarding Press Release;	0.10	JB
	Discussion with G. Moffat regarding Press Release and Verma;	0.10	JB
	Telephone call with P. Foy at OSC regarding ongoing reporting obligations;	0.10	JB
	Telephone call with P. Foy regarding OSC position on reporting obligations;	0.10	JB
	Telephone call with M. Tang at OSC regarding ongoing disclosure obligations for AMT;	0.40	JB
	Meetings with G. Moffat;	0.30	JB
	Telephone call with John Cardullo;	0.50	JB
	Discussion with G. Moffat regarding Order from Campbell, J.;	0.10	JB
	Telephone call with P. Foy regarding Order from Campbell, J.;	0.30	JB
	Email to P. Foy and G. Moffat regarding AMT materials;	0.10	JB
	Review of OSC decisions regarding ceasing to be a reporting issuer;	0.60	JB

	Receipt of pleadings regarding Verma v. AMT from Faskens;	0.20	JB
May-03-07	Research regarding receiver's reporting obligation, search of OSC and Westlaw database;	1.00	JB
	Review AMT (USA) defence; telephone call with E. Rodier regarding same;	0.50	GBM
	Meeting with J. Bookman regarding Verma claim; consider conflict of laws issue;	0.40	GBM
	Email to P. Foy attaching AMT Application materials;	0.20	JB
	Review of Verma pleadings, Expert Reports and Offers to Settle;	3.00	JB
	Discussion with G. Moffat regarding status and merits of the Verma action;	0.30	JB
	Telephone call to S. Rosenhek regarding Verma claim;	0.10	JB
May-07-07	Review revised answer to D&G complaint;	0.30	GBM
	Emails to G. Moffat regarding AMT;	0.20	JB
	Email from P. Foy regarding Order from Campbell, J. for AMT;	0.10	JB
May-08-07	Telephone call from S. Rosenhek regarding Verma v. AMT;	0.20	JB
	Telephone call with S. Rosenhek regarding jurisdiction;	0.30	JB
	Email to S. Rosenhek attaching AMT Receivership application materials;	0.10	JB
	Discussion with G. Moffat regarding Verma;	0.20	JB
May-09-07	Review Answer to D&G complaint;	0.20	GBM
	Email correspondence with P. Foy regarding AMT matters and reporting obligations;	0.20	JB

May-11-07	Review Verma pleadings; consider method of valuing claim;	0.30	GBM
May-15-07	Email from P. Foy regarding OSC's queries about AMT;	0.30	JB
	Email to G. Moffat forwarding P. Foy's email from OSC regarding AMT;	0.10	JB
May-16-07	Review correspondence regarding reporting obligations; consider order required;	0.40	GBM
May-18-07	Review correspondence regarding Receiver's reporting obligations; meeting with J. Bookman regarding same; review memo regarding same;	0.40	GBM
	Discussion with G. Moffat regarding AMT and reporting obligations;	0.20	JB
	Telephone call with M. Tang at OSC regarding reporting obligations;	0.40	JB
	Email to G. Moffat summarizing telephone call with M. Tang;	0.30	JB
May-28-07	Meeting with J. Bookman regarding reporting obligations and claims process; consider ability to fund same through funds held by Receiver;	0.50	GBM
	Meeting with G. Moffat regarding AMT - OSC disclosure obligations and Order from Campbell, J.;	0.30	JB
	Meeting with G. Moffat regarding Verma and issues surrounding AMT USA;	0.40	JB
May-29-07	Review pleadings and background documents in Verma action;	0.50	GBM
	Telephone call with M. Tang at OSC regarding AMT's and receiver's reporting obligations;	0.60	JB
	Voicemail to P. Foy at OSC regarding AMT motion;	0.10	JB
	Inquiry regarding Justice Campbell's availability for a 9:30 motion;	0.10	JB

	Meeting with G. Moffat regarding upcoming OSC/AMT motion and Verma matter;	0.40	JB
May-30-07	Review Verma documents; consider claims process; telephone call with E. Rodier regarding same;	1.00	GBM
	Email correspondence with S. Rosenhek regarding Verma v. AMT;	0.40	JB
May-31-07	Telephone call from P. Foy;	0.10	JB
	Discussion with P. Foy regarding Order relieving Receiver from AMT's reporting obligations;	1.00	JB
	Email correspondence with G. Moffat regarding draft motion materials and discussion with P. Foy;	0.30	JB
	Preparation of motion materials for AMT regarding disclosure obligations;	1.50	JB
	<u>Lawyer</u>	<u>Hours</u>	<u>Rate</u>
			<u>Amount</u>
	Grant B. Moffat	5.70	\$500.00
	Grant B. Moffat	0.40	\$560.00
	Jessica Bookman	20.40	\$250.00
	AnnetteFournier(LawClerk)	0.40	\$150.00
	TOTAL FEE HEREIN		\$8,234.00
	HST on Fees		<u>\$494.04</u>
	Total Fees and HST		\$8,728.04
	<u>Disbursements:</u>		
	Photocopies		\$21.50
	Total Taxable Disbursements		\$21.50
	HST on Disbursements		\$1.29
	Total Non-Taxable Disbursements		<u>\$0.00</u>
	Total Disbursements and HST		<u>\$22.79</u>
	Total Fees, Disbursements & HST		\$8,750.83

ThorntonGroutFinnigan LLP

Per: Grant B. Moffat

E. & O. E. GST # 87042 1039RT * GST Exempt

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 4.00% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

ThorntonGroutFinniganLLP

Suite 3200, 100 Wellington St. West, P.O. Box 329, Toronto-Dominion Centre, Toronto, Canada M5K 1K7
Tel:(416)304-1616 Fax:(416)304-1313 www.tgf.ca

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

and

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

Respondents

**FIRST OF COSTS OF THE SOLICITORS TO THE COURT
 APPOINTED RECEIVER AND MANAGER**

Re: AMT International Mining Corporation

For the period ending June 30, 2007

Jun-01-07	Preparation of AMT Notice of Motion for Order regarding reporting issue; review of Initial Order, Affidavit of E. Rodier and exhibits thereto;	5.50	JB
Jun-04-07	Review and revise notice of motion regarding reporting obligations; review affidavit regarding same;	0.50	GBM
	Telephone call with E. Rodier regarding D&G proceeding;	0.20	GBM
	Revisions to Notice of Motion and discussion with G. Moffat regarding OSC disclosure obligations;	0.40	JB
	Discussion with G. Moffat regarding changes to Notices and email to G. Moffat regarding changes;	0.30	JB
Jun-05-07	Meeting with J. Finnigan regarding claims process; meeting with J. Bookman regarding same;	0.50	GBM
	Discussion with G. Moffat regarding AMT ats Verma and necessary research on limitation periods;	0.30	JB
	Discussion with M. Arzoumanidis regarding research on	0.30	JB

	limitation period;		
	Email from G. Moffat and follow up discussions regarding AMT motion and ongoing obligations under the OSA;	0.10	JB
	Email to P. Foy attaching draft motion materials regarding relief of disclosure obligations;	0.20	JB
	Discussion with J. Bookman on whether limitation period under Arizona law is a procedural or substantive matter; research regarding same;	1.70	MA
Jun-06-07	Email from P. Foy regarding AMT motion materials;	0.10	JB
	Email correspondence and telephone call with P. Foy;	0.20	JB
	Discussion with M. Arzoumanidis regarding research on limitation law and jurisdiction for Verma claim;	0.30	JB
	Research, review and analysis of case law and articles on issue of whether under the laws of Arizona, a limitation period imposed by statute is considered to be a procedural or substantive law matter; draft memo regarding same; compile case law regarding same; review and revise memo;	4.20	MA
Jun-07-07	Telephone call with E. Rodier regarding reporting obligations and Verma claim; discuss D&G interrogatories;	0.50	GBM
	Telephone call with Arizona counsel regarding Verma claim;	0.20	GBM
Jun-11-07	Meeting with J. Bookman regarding disclosure waiver; draft order regarding same;	0.40	GBM
	Telephone call with P. Foy regarding OSC's position on Receiver's obligation to maintain AMT's reporting obligations;	0.70	JB
	Email to G. Moffat regarding telephone call with P. Foy;	0.10	JB
	Discussion with G. Moffat regarding drafting term of Order and draft email to G. Moffat and P. Foy;	0.60	JB
Jun-12-07	Consider claims process; review motion materials regarding waiver of disclosure obligations;	0.50	GBM
	Email correspondence with P. Foy regarding AMT Order;	0.20	JB
	Email from S. Rosenhek regarding Verma claim;	0.10	JB
	Email correspondence with P. Foy regarding meeting with corporate finance attaching Richtree decision;	0.30	JB
	Review of Richtree decision from P. Foy;	0.30	JB

Jun-14-07	Review revised order regarding disclosure; meeting with J. Bookman regarding same;	0.20	GBM
	Telephone call with P. Foy regarding revisions to draft Order;	0.50	JB
	Email to G. Moffat regarding revisions;	0.10	JB
	Discussion with G. Moffat regarding revisions;	0.20	JB
	Revisions to Notice of Motion regarding AMT:	0.20	JB
Jun-15-07	Review memo regarding jurisdictional issues under Verma action; consider motion regarding defence to action based on limitation period;	0.60	GBM
	Preparation of draft Order for AMT regarding reporting issue and email to G. Moffat attaching same;	0.50	JB
Jun-18-07	Review memo regarding Arizona limitations issue; consider same;	0.50	GBM
	Telephone call with E. Rodier regarding privileged document review;	0.30	GBM
Jun-19-07	Review and revise motion record regarding reporting obligations; revise order; correspondence to P. Foy regarding same; review Rodier affidavit regarding same;	1.80	GBM
Jun-20-07	Review Richtree decision regarding relief from reporting obligations;	0.70	GBM
Jun-21-07	Telephone call with P. Foy regarding disclosure motion; finalize motion record;	0.50	GBM
Jun-22-07	Telephone call with P. Foy regarding revisions to disclosure order; revise order and notice of motion; review appointment order regarding same;	1.00	GBM
Jun-25-07	Review and revise Motion Record; prepare for motion;	1.00	GBM
	Attend at court to file Motion Record;	0.70	AF
Jun-26-07	Prepare for and attend motion before Campbell, J. regarding reporting requirements; telephone call with E. Rodier regarding same; telephone call with K. Groulx;	2.40	GBM
Jun-28-07	Review memo regarding Verma claim; meeting with D. Palter regarding same;	0.50	GBM
	Meeting with G. Moffat regarding litigation issues and claim under Arizona contract;	0.40	DEP

E-mail to court agent regarding Case History Report on Verma 0.20 AF
action;

<u>Lawyer</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Grant B. Moffat	12.30	\$500.00	6,150.00
Deborah E. Palter	0.40	\$350.00	140.00
Jessica Bookman	11.50	\$250.00	2,875.00
Annette Fournier (Law Clerk)	0.90	\$150.00	135.00
Maria Arzoumanidis (Student)	5.90	\$150.00	885.00
TOTAL FEE HEREIN		\$10,185.00	
GST on Fees		<u>\$611.10</u>	
Total Fees and GST			\$10,796.10

Disbursements:

Computer Research	\$965.00	
Photocopies	\$116.50	
Fee to set motion down*	\$127.00	
Total Taxable Disbursements	\$1,081.50	
GST on Disbursements	\$64.89	
Total Non-Taxable Disbursements	<u>\$127.00</u>	
Total Disbursements and GST		<u>\$1,273.39</u>
Total Fees, Disbursements & GST		\$12,069.49
OUR ACCOUNT HEREIN		\$12,069.49

ThorntonGroutFinnigan LLP

Per: Grant Moffat

GST No. 87042 1039RT

Matter No. 1071-005

Invoice No. 18043

Date: Jul 25/07

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6.00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

and

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

Respondents

**SECOND BILL OF COSTS OF THE SOLICITORS TO THE
 COURT APPOINTED RECEIVER AND MANAGER**

Re: AMT International Mining Corporation

For the period ending July 31, 2007

Jul-05-07	Receive and review Case History Report regarding Verma action;	0.20	AF
Jul-16-07	Review caselaw regarding forum for Verma action;	0.50	GBM
Jul-17-07	Telephone call from Arizona counsel regarding Verma claims;	0.20	GBM
Jul-18-07	Telephone call with E. Rodier regarding recovery of documents from Norshield laptop computer and Verma claim;	0.30	GBM
Jul-23-07	Correspondence from S. Rosenhek (Verma solicitor) regarding status of claim; email correspondence to G. Moffat;	0.20	JB
Jul-30-07	Telephone call with Arizona counsel regarding limitation period issue; review correspondence regarding same;	0.40	GBM
	Discussion with G. Moffat regarding AMT response to Rosenhek; telephone call to S. Rosenhek (Verma counsel);	0.30	JB

Jul-31-07 Telephone call with S. Rosenhek regarding Receiver's position in respect of the merits of his claim and the prospects of future claims process;

0.40

JB

<u>Lawyer</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Grant B. Moffat	1.40	\$500.00	700.00
Jessica Bookman	0.90	\$250.00	225.00
AnnetteFournier (LawClerk)	0.20	\$150.00	30.00

TOTAL FEE HEREIN	\$955.00
GST on Fees	<u>\$57.30</u>

Total Fees and GST	\$1,012.30
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Disbursements:

Facsimiles	\$0.50
Telephone	\$1.89
Fee for service/filing court documents - Obtained copy of case history	\$25.00
Disbursement for service/filing court documents - Obtained copy of case history*	\$4.00

Total Taxable Disbursements	\$27.39
GST on Disbursements	\$1.64
Total Non-Taxable Disbursements	<u>\$4.00</u>

Total Disbursements and GST	<u>\$33.03</u>
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Total Fees, Disbursements & GST	\$1,045.33
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OUR ACCOUNT HEREIN	<u>\$1,045.33</u>
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ThorntonGroutFinnigan LLP

Per: Grant Moffat

GST No. 87042 1039RT

Matter No. 1071-005
Invoice No. 18119
Date: Aug 20/07

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6:00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

and

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

Respondents

**THIRD BILL OF COSTS OF THE SOLICITORS TO
THE COURT APPOINTED RECEIVER AND
MANAGER**

Re: AMT International Mining Corporation

For the period ending August 31, 2007

Aug-07-07	Telephone call with E. Rodier regarding claim of Verma; telephone call with Arizona solicitor regarding same; review correspondence regarding defences to claim;	0.80	GBM
Aug-10-07	Telephone call to E. Rodier regarding expression of interest in royalty rights;	0.20	GBM
	Meeting with J. Bookman; telephone call from solicitor for Verma regarding lifting of stay; telephone call with E. Rodier regarding same;	0.80	GBM
Aug-13-07	Telephone call with E. Rodier regarding settlement of Verma claim;	0.40	GBM
Aug-15-07	Review memo from Arizona counsel regarding Verma claim;	0.60	GBM
Aug-16-07	Telephone with E. Rodier regarding discussion with Red Hawk regarding royalty payment;	0.30	GBM

Aug-22-07	Meeting with J. Bookman and D. Palter regarding settlement of Verma claim;	0.40	GBM
	Meeting with J. Bookman and G. Moffat regarding settlement, litigation strategy and limitations period regarding wrongful dismissal claim;	0.50	DEP
	Discussion with G. Moffat and D. Palter regarding litigation strategy on Verma matter; Voicemail message left for S. Rosenhek regarding Verma; Review of memorandum from Arizona counsel;	2.50	JB
Aug-27-07	Review correspondence from J. Bookman regarding discussion with Verma solicitor; correspondence from J. Bookman regarding same;	0.20	GBM
Aug-29-07	Email correspondence with S. Rosenhek and G. Moffat;	0.40	JB
Aug-30-07	Email to S. Rosenhek regarding Verma; email from G. Moffat;	0.50	JB
Aug-31-07	Email from S. Rosenhek regarding Verma; email to G. Moffat regarding Rosenhek;	0.30	JB

<u>Lawyer</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Grant B. Moffat	3.70	\$500.00	1,850.00
Deborah E. Palter	0.50	\$350.00	175.00
Jessica Bookman	3.70	\$250.00	925.00

TOTAL FEE HEREIN	\$2,950.00
GST on Fees	\$177.00

Total Fees and GST **\$3,127.00**

DISBURSEMENTS:

Total Fees, Disbursements & GST **\$3,127.00**

OUR ACCOUNT HEREIN **\$3,127.00**

THORNTONGROUTFINNIGAN LLP

Grant B. Moffat

GST No. 87042 1039RT
Matter No. 1071-005
Invoice No. 18217
Date: Sep 18/07

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6.00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

and

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

Respondents

**FOURTH BILL OF COSTS OF THE SOLICITORS TO
THE COURT APPOINTED RECEIVER AND
MANAGER**

Re: AMT International Mining Corporation

For the period ending: September 30, 2007

Sep-07-07	Meeting with J. Bookman regarding appointment of independent counsel;	0.20	GBM
Sep-10-07	Telephone call with P. Osbourne (LSRSG) regarding independent counsel to the estate of AMT International to defend Verma matter; Email correspondence to P. Osbourne and G. Moffat attaching relevant Verma documents;	0.60	JB
Sep-11-07	Telephone call with K. Pearl regarding Affidavits and comments regarding books and records of DBE; Email correspondence with P. Osbourne and G. Moffat regarding Verma matter;	0.60	JB
Sep-17-07	Discussion with G. Moffat regarding transfer of file to LSRSG and email to S. Rosenhek advising of transfer;	0.40	JB
Sep-18-07	Telephone call with E. Rodier regarding D&G claim and Redhawk offer;	0.30	GBM

Sep-21-07	Review motion by D&G against AMT USA;	0.20	GBM
	Telephone call with E. Rodier and G. Paquin regarding filing AMT USA;	0.30	GBM
	Conference call with Receiver and Arizona counsel regarding filing AMT USA;	0.90	GBM
	Telephone call with E. Rodier regarding US filing;	0.20	GBM
Sep-24-07	Telephone call with Arizona counsel regarding Chapter 7 filing for US subsidiary;	0.70	GBM

<u>Lawyer</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Grant B. Moffat	2.80	\$500.00	1,400.00
Jessica Bookman	1.60	\$250.00	400.00
TOTAL FEE HEREIN		\$1,800.00	
GST on Fees		<u>\$108.00</u>	
Total Fees and GST			\$1,908.00
<u>Disbursements:</u>			
Total Fees, Disbursements & GST			\$1,908.00
OUR ACCOUNT HEREIN			\$1,908.00

The undersigned hereby certifies that it has examined the above interim bill of costs, that the services therein described have been duly authorized and rendered and the charges in our opinion are fair and reasonable. The receipts to date of this Estate after payment of secured creditors' claims amount to approximately \$

We hereby waive notice of the time and place of the taxation of this bill.

ThorntonGroutFinnigan LLP

Per: Grant Moffat

GST No. 87042 1039RT
Matter No. 1071-005
Invoice No. 18379
Date: Oct 23/07

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

and

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

Respondents

**FIFTH BILL OF COSTS OF THE SOLICITORS TO
THE COURT APPOINTED RECEIVER AND
MANAGER**

Re: AMT International Mining Corporation

For the period ending: October 31, 2007

Oct-03-07	Correspondence and telephone call to Receiver regarding service list;	0.20	GBM
Oct-04-07	Discussion with G. Moffat. Email to S. Rosenhek. Email correspondence with P. Osborne.	0.80	JB
Oct-05-07	Telephone call with E. Rodier regarding Chapter 7 proceeding;	0.20	GBM
Oct-10-07	Preparation for meeting with P. Osbourne regarding Verma matter and review of Arizona counsel opinion and relevant documentation. Email correspondence with P. Osbourne regarding meeting;	2.00	JB
Oct-11-07	Meeting with P. Osbourne regarding transfer of Verma matter and follow-up email correspondence;	1.50	JB
Oct-15-07	Correspondence from P. Osborne regarding Verma matter;	0.10	JB
Oct-19-07	Receipt of Notice from Bank of America regarding funds held on request; Discussion with G. Moffat; Telephone conversation with customer service representative at Bank of America; Email to G. Moffat summarizing information from Bank of America;	0.60	JB

Oct-22-07	Telephone call to E. Rodier and voicemail regarding Bank of America Letter;	0.20	JB
Oct-23-07	Telephone call from E. Rodier regarding Bank of America; Email to E. Rodier attaching letter from Bank of America;	0.50	JB

<u>Lawyer</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Grant B. Moffat	0.40	\$500.00	200.00
Jessica Bookman	5.70	\$250.00	1,425.00
TOTAL FEE HEREIN		\$1,625.00	
GST on Fees		<u>\$97.50</u>	
Total Fees and GST			\$1,722.50
<u>Disbursements:</u>			
Facsimiles		\$0.75	
Telephone		\$0.86	
Fee of Lenczner Slaght Royce Smith Griffin		<u>\$4,382.80</u>	
Total Taxable Disbursements		\$4,384.41	
GST on Disbursements		\$263.06	
Total Non-Taxable Disbursements		<u>\$0.00</u>	
Total Disbursements and GST			<u>\$4,647.47</u>
Total Fees, Disbursements & GST			<u>\$6,369.97</u>
OUR ACCOUNT HEREIN			<u><u>\$6,369.97</u></u>

The undersigned hereby certifies that it has examined the above interim bill of costs, that the services therein described have been duly authorized and rendered and the charges in our opinion are fair and reasonable. The receipts to date of this Estate after payment of secured creditors' claims amount to approximately \$

We hereby waive notice of the time and place of the taxation of this bill.

ThorntonGroutFinnigan LLP

Per: Grant Moffat

GST No. 87042 1039RT
Matter No. 1071-005

Invoice No. 18542

Date: Nov 27/07

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

and

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

Respondents

**SIXTH BILL OF COSTS OF THE SOLICITORS TO
THE COURT APPOINTED RECEIVER AND
MANAGER**

For the period ending November 30, 2007

Nov-07-07	Telephone call with E.Rodier;	0.20	GBM
Nov-21-07	Email from P. Osborne regarding status update on AMT (USA) regarding Verma; telephone call with E. Rodier regarding AMT (USA) Chapter 7 proceedings and Verma; voice mail message for P. Osborne regarding AMT/Verma;	0.80	JB

<u>Lawyer</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Grant B. Moffat	0.20	\$500.00	100.00
Jessica Bookman	0.80	\$250.00	200.00

TOTAL FEE HEREIN	\$300.00
GST on Fees	<u>\$18.00</u>

Total Fees and GST	\$318.00
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<u>Disbursements:</u>		
Photocopies	\$1.25	
Total Taxable Disbursements	\$1.25	
GST on Disbursements	\$0.08	
Total Non-Taxable Disbursements	<u>\$0.00</u>	
Total Disbursements and GST		<u>\$1.33</u>
Total Fees, Disbursements & GST		\$319.33
OUR ACCOUNT HEREIN		\$319.33

The undersigned hereby certifies that it has examined the above interim bill of costs, that the services therein described have been duly authorized and rendered and the charges in our opinion are fair and reasonable. The receipts to date of this Estate after payment of secured creditors' claims amount to approximately \$

We hereby waive notice of the time and place of the taxation of this bill.

ThorntonGroutFinnigan LLP

Per: Grant Moffat

GST No. 87042 1039RT

Matter No. 1071-005

Invoice No. 18620

Date: Dec 13/07

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6.00% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

and

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

Respondents

**SEVENTH BILL OF COSTS OF THE SOLICITORS
TO THE COURT APPOINTED RECEIVER AND
MANAGER**

For the period ending December 31, 2007

Disbursements:

Photocopies	\$2.00	
Total Taxable Disbursements	\$2.00	
GST on Disbursements	\$0.10	
Total Non-Taxable Disbursements	<u>\$0.00</u>	
Total Disbursements and GST		<u>\$2.10</u>
Total Fees, Disbursements & GST		\$2.10
OUR ACCOUNT HEREIN		\$2.10

The undersigned hereby certifies that it has examined the above interim bill of costs, that the services therein described have been duly authorized and rendered and the charges in our opinion are fair and reasonable. The receipts to date of this Estate after payment of secured creditors' claims amount to approximately \$

We hereby waive notice of the time and place of the taxation of this bill.

ThorntonGroutFinnigan LLP

Per: Grant Moffat

GST No. 87042 1039RT

Matter No. 1071-005

Invoice No. 18704

Date: Jan 17/08

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6.00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

and

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

Respondents

**EIGHTH BILL OF COSTS OF THE SOLICITORS TO
THE COURT APPOINTED RECEIVER AND
MANAGER**

For the period ending March 31, 2008

Jan-23-08	Receipt of letter from Bank of America regarding writ of garnishment; email to G. Moffat regarding same;	0.20	JB
Feb-20-08	Letter from P. Osborne regarding status update;	0.10	JB
Feb-25-08	Discussion with G. Moffat regarding AMT receivership in USA and inquiry from P. Osborne; email to E. Rodier regarding progress on AMT receivership;	0.20	JB
Feb-26-08	Telephone conference with E. Rodier regarding progress of AMT receivership;	0.20	JB
Feb-27-08	Telephone call to P. Osborne regarding AMT Chapter 7 receivership proceedings;	0.20	JB
Mar-18-08	Telephone call with E. Rodier regarding Redhawk transaction;	0.30	GBM

<u>Lawyer</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Grant B. Moffat	0.30	\$500.00	150.00
Jessica Bookman	0.90	\$250.00	225.00
TOTAL FEE HEREIN		\$375.00	
GST on Fees		<u>\$18.75</u>	
Total Fees and GST			\$393.75

Disbursements:

Photocopies	\$2.75	
Fee of Lenczner Slaght Royce Smith Griffin	\$522.50	
Total Taxable Disbursements	\$525.25	
GST on Disbursements	\$26.26	
Total Non-Taxable Disbursements	<u>\$0.00</u>	
Total Disbursements and GST		<u>\$551.51</u>
Total Fees, Disbursements & GST		\$945.26
OUR ACCOUNT HEREIN		\$945.26

ThorntonGroutFinnigan LLP

Per: Grant B. Moffat

GST No. 87042 1039RT
Matter No. 1071-005

Invoice No. 19025

Date: Apr 10/08

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6.00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

and

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

Respondents

**NINTH BILL OF COSTS
OF THE SOLICITORS TO THE COURT-APPOINTED RECEIVER AND MANAGER**

For the period ending April 30, 2008

Apr-01-08	Telephone call with E. Rodier regarding ability to set-off amounts owing by AMT USA; consdier same; review affidavit regarding same;	0.80	GBM
	Review memo from E. Rodier regarding set-off of AMT USA debt; review Rodier Affidavit regarding same; telephone call with E. Rodier regarding same;	1.30	GBM
Apr-03-08	Review correspondence from G. Paquin; review memo regarding AMT USA set off;	0.30	GBM
Apr-17-08	Letter from P. Osborne regarding status; email correspondence with E. Rodier regarding response;	0.40	JB
Apr-28-08	Letter to P. Osborne regarding standing matter down for now;	0.10	JB
	And to all other necessary telephone communications, attendances and correspondence with respect to the conduct of this matter.		

<u>Lawyer</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Grant B. Moffat	2.40	\$500.00	1,200.00
Jessica Bookman	0.50	\$250.00	125.00

TOTAL FEE HEREIN	\$1,325.00
GST on Fees	\$66.25
Total Fees and GST	<u>\$1,391.25</u>

Disbursements:

Facsimiles \$0.50

Total Taxable Disbursements \$0.50

GST on Disbursements \$0.03

Total Non-Taxable Disbursements \$0.00

Total Disbursements and GST \$0.53

Total Fees, Disbursements & GST \$1,391.78

OUR ACCOUNT HEREIN

\$1,391.78

ThorntonGroutFinnigan LLP

Per: Grant B. Moffat

GST No. 87042 1039RT

Matter No. 1071-005
Invoice No. 19221

Date: May 15/08

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6.00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

and

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

Respondents

**TENTH BILL OF COSTS OF THE SOLICITORS
TO THE COURT-APPOINTED RECEIVER AND MANAGER**

For the period ending September 30, 2008

May-15-08	Telephone call with E. Rodier regarding Redhawk transaction;	0.40	GBM
Jul-23-08	Telephone call with E. Rodier regarding discussion with Red Hawk regarding royalty settlement;	0.40	GBM
Sep-24-08	Telephone call with E. Rodier regarding Redhawk payment;	0.30	GBM
	Review Rodier Affidavit sworn in support of Receiver application; correspondence from E. Rodier regarding funding of receivership; telephone call with E. Rodier regarding same;	0.60	GBM
Sep-29-08	Review correspondence regarding sale of Redhawk interest;	0.20	GBM

<u>Lawyer</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Grant B. Moffat	1.90	\$500.00	950.00
TOTAL FEE HEREIN		\$950.00	
GST on Fees		<u>\$47.50</u>	
Total Fees and GST			\$997.50
<u>Disbursements:</u>			
Telephone		\$0.43	
Total Taxable Disbursements		\$0.43	
GST on Disbursements		\$0.02	
Total Non-Taxable Disbursements		<u>\$0.00</u>	
Total Disbursements and GST			<u>\$0.45</u>
Total Fees, Disbursements & GST			\$997.95
OUR ACCOUNT HEREIN			<u>\$997.95</u>

ThorntonGroutFinnigan LLP

Per: Grant B. Moffat

GST No. 87042 1039RT

Matter No. 1071-005
 Invoice No. 19862
 Date: Oct 16/08

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6.00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

and

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

Respondents

**ELEVENTH BILL OF COSTS OF THE SOLICITORS
TO THE COURT-APPOINTED RECEIVER AND MANAGER**

For the period ending October 31, 2008

Oct-02-08	Telephone call with E. Rodier regarding realization on royalty stream;	0.20	GBM
Oct-17-08	Review correspondence regarding Redhawk transaction;	0.20	GBM
Oct-27-08	Review correspondence regarding settlement of Redhawk claim;	0.30	GBM
Oct-30-08	Telephone call with E. Rodier regarding Redhawk settlement;	0.20	GBM

<u>Lawyer</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Grant B. Moffat	0.90	\$500.00	450.00

TOTAL FEE HEREIN	\$450.00
GST on Fees	<u>\$22.50</u>

Total Fees and GST	\$472.50
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OUR ACCOUNT HEREIN	\$472.50
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ThorntonGroutFinnigan LLP

Per: Grant B. Moffat

GST No. 87042 1039RT

Matter No. 1071-005
Invoice No. 20059
Date: Nov 10/08

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6:00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

and

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

Respondents

**TWELFTH BILL OF COSTS OF THE SOLICITORS
TO THE COURT-APPOINTED RECEIVER AND MANAGER**

For the period ending September 30, 2009

Feb-10-09	Review Rodier Affidavit in AMT receivership proceeding regarding funding of same;	0.90	GBM
Jul-29-09	Review subpoena from U.S. Trustee; telephone call with E. Rodier regarding same;	0.40	GBM
Sep-03-09	Review Subpoena from US Trustee of AMT (U.S.A.), Inc.; letter to Trustee's solicitor regarding same; review terms of Appointment Order regarding same;	1.40	GBM
	Telephone call with E. Rodier regarding letter to U.S. Trustee;	0.20	GBM
Sep-09-09	Review correspondence from E. Rodier regarding amendments to letter to Chapter 7 Trustee's counsel; revise letter; correspondence from J. Kroop regarding same;	0.50	GBM

Sep-10-09 Telephone call with E. Rodier regarding subpoena; 0.20 GBM

<u>Lawyer</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Grant B. Moffat	3.60	\$500.00	1,800.00
TOTAL FEE HEREIN		\$1,800.00	
GST on Fees		<u>\$90.00</u>	
Total Fees and GST			\$1,890.00
Total Fees, Disbursements & GST			\$1,890.00
OUR ACCOUNT HEREIN			\$1,890.00

ThorntonGroutFinnigan LLP

Per: Grant B. Moffat

GST No. 87042 1039RT

Matter No. 1071-005

Invoice No. 21832

Date: Oct 09/09

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6.00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

and

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

Respondents

**THIRTEENTH BILL OF COSTS OF THE SOLICITORS
TO THE COURT-APPOINTED RECEIVER AND MANAGER**

For the period ending (fill in the period)

Oct-05-09	Conference call with Receiver and Arizona counsel regarding action by Chapter 7 trustee to recover funds paid to AMT International;	0.80	GBM
Oct-07-09	Receipt of letter from P. Osbourne; discussion with G. Moffat regarding status of file; voicemail for P. Osbourne regarding status of file;	0.20	JB
Oct-23-09	Review correspondence regarding claim by bankruptcy trustee;	0.20	GBM

<u>Lawyer</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Grant B. Moffat	1.00	\$500.00	500.00
Jessica Bookman	0.20	\$250.00	50.00
TOTAL FEE HEREIN		\$550.00	
GST on Fees		<u>\$27.50</u>	
Total Fees and GST			\$577.50
TOTAL FEES AND DISBURSEMENTS			<u>\$577.50</u>

ThorntonGroutFinnigan LLP

Per: Grant B. Moffat

GST No. 87042 1039RT

Matter No. 1071-005
Invoice No. 21947
Date: Nov 09/09

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6:00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

and

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

Respondents

**FOURTEENTH BILL OF COSTS OF THE SOLICITORS
TO THE COURT-APPOINTED RECEIVER AND MANAGER**

For the period ending March 31, 2010

Mar-22-10	Review correspondence regarding royalty buy-out; telephone call with E. Rodier regarding same;	0.40	GBM
Mar-23-10	Telephone call with E. Rodier and J. Kroop regarding sale of royalty stream; review correspondence regarding same;	0.70	GBM
Mar-26-10	Review correspondence regarding royalty buy-out; review present value of calculation;	0.40	GBM
Mar-29-10	Review correspondence regarding settlement terms;	2.00	GBM
Mar-31-10	Telephone call with E. Rodier and J. Kroop; review correspondence regarding royalty stream;	0.50	GBM

<u>Lawyer</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Grant B. Moffat	4.00	\$500.00	2,000.00

TOTAL FEE HEREIN	\$2,000.00
GST on Fees	<u>\$100.00</u>

Total Fees and GST	\$2,100.00
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TOTAL FEES AND DISBURSEMENTS	<u>\$2,100.00</u>
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ThorntonGroutFinnigan LLP

Per: Grant B. Moffat

GST No. 87042 1039RT

Matter No. 1071-005

Invoice No. 22544

Date: Apr 08/10

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6:00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

and

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

Respondents

**FIFTEENTH BILL OF COSTS OF THE SOLICITORS
TO THE COURT-APPOINTED RECEIVER AND MANAGER**

For the period ending April 30, 2010

Apr-06-10	Review correspondence regarding royalty sale;	0.20	GBM
Apr-13-10	Telephone call with E. Rodier; review correspondence from E. Rodier regarding settlement status;	0.20	GBM
Apr-19-10	Review correspondence regarding royalty buy out;	0.20	GBM

<u>Lawyer</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Grant B. Moffat	0.60	\$500.00	300.00
TOTAL FEE HEREIN		\$300.00	
GST on Fees		<u>\$15.00</u>	
Total Fees and GST			\$315.00
Total Fees, Disbursements & GST			\$315.00
OUR ACCOUNT HEREIN			<u>\$315.00</u>

ThorntonGroutFinnigan LLP

Per: Grant B. Moffat

GST No. 87042 1039RT

Matter No. 1071-005
Invoice No. 22730
Date: May 17/10

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

and

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

Respondents

**SIXTEENTH BILL OF COSTS OF THE SOLICITORS
TO THE COURT-APPOINTED RECEIVER AND MANAGER**

For the period ending July 31, 2010

May-04-10	Review correspondence regarding Copper Creek property;	0.20	GBM
Jun-16-10	Conference call with E. Rodier and J. Kroop regarding Copper Creek settlement with Redhawk;	0.60	GBM
Jun-18-10	Conference call with E. Rodier and J. Kroop; review correspondence regarding Redhawk settlement;	0.60	GBM
Jul-20-10	Conference call with E. Rodier, J. Kroop, S. Brown regarding potential settlement with Redhawk and claim by Canadian receiver in U.S. estate; telephone call with E. Rodier;	1.40	GBM
Jul-28-10	Review correspondence regarding Redhawk settlement;	0.20	GBM

<u>Lawyer</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Grant B. Moffat	3.00	\$500.00	1,500.00
TOTAL FEE HEREIN		\$1,500.00	
HST on Fees		<u>\$139.00</u>	
Total Fees and HST			\$1,639.00
OUR ACCOUNT HEREIN			\$1,639.00

ThorntonGroutFinnigan LLP

Per: Grant B. Moffat

HST No. 87042 1039RT

Matter No. 1071-005
Invoice No. 23046
Date: Aug 06/10

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6.00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

and

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

Respondents

**SEVENTEENTH BILL OF COSTS OF THE SOLICITORS
TO THE COURT-APPOINTED RECEIVER AND MANAGER**

For the period ending August 31, 2010

Aug-06-10	Telephone call with E. Rodier regarding Copper Creek settlement;	0.20	GBM
Aug-09-10	Review correspondence regarding Redhawk settlement;	0.20	GBM
Aug-26-10	Review buyout agreement; consider approvals required; telephone call E. Rodier regarding same;	0.90	GBM
Aug-31-10	Review correspondence of S. Brown; telephone call E. Rodier;	0.20	GBM

<u>Lawyer</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Grant B. Moffat	1.50	\$500.00	750.00

TOTAL FEE HEREIN	\$750.00
HST on Fees	<u>\$97.50</u>

Total Fees and HST	\$847.50
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OUR ACCOUNT HEREIN	<u>\$847.50</u>
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ThorntonGroutFinnigan LLP

Per: Grant B. Moffat

HST No. 87042 1039RT

Matter No. 1071-005
Invoice No. 23182
Date: Sep 13/10

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6.00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

and

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

Respondents

**EIGHTEENTH BILL OF COSTS OF THE SOLICITORS
TO THE COURT-APPOINTED RECEIVER AND MANAGER**

For the period ending September 30, 2010

Sep-07-10	Review revised Copper Creek settlement agreement; conference call with E. Rodier, J. Kroop and S. Brown regarding same; review revised settlement agreement and correspondence with S. Brown regarding same;	1.20	GBM
Sep-08-10	Review revised royalty buy-out agreement; correspondence with E. Rodier regarding same;	0.20	GBM
Sep-09-10	Draft First Report to Court;	2.20	GBM
Sep-10-10	Draft First Report;	1.00	GBM
Sep-14-10	Review correspondence regarding Copper Creek sale; correspondence with E. Rodier regarding same;	0.40	GBM
Sep-15-10	Telephone call with E. Rodier regarding purchaser under Copper Creek settlement; review correspondence regarding same;	0.40	GBM
Sep-17-10	Review correspondence regarding Copper Creek settlement;	0.40	GBM
Sep-20-10	Review correspondence regarding letter agreement with Redhawk; review further revisions to agreement; correspondence from U.S. trustee regarding same;	0.50	GBM

Sep-22-10	Telephone call with E. Rodier regarding Redhawk settlement;	0.20	GBM	
Sep-23-10	Review correspondence regarding Redhawk transaction;	0.20	GBM	
Sep-24-10	Review correspondence regarding Copper Creek security; review file regarding sale; review receivership application record; correspondence with J. Kroop enclosing copy of security;	0.50	GBM	
Sep-27-10	Telephone call with E. Rodier; review correspondence with G. Paquin and J. Kroop regarding security held from AMT USA;	0.40	GBM	
Sep-30-10	Review U.S. Trustee's motion to approve Red Hawk sale;	0.20	GBM	
	<u>Lawyer</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
	Grant B. Moffat	7.80	\$500.00	3,900.00
	TOTAL FEE HEREIN			\$3,900.00
	HST on Fees			<u>\$507.00</u>
	Total Fees and HST			\$4,407.00
	<u>Disbursements:</u>			
	Telephone			\$1.08
	Total Taxable Disbursements			\$1.08
	HST on Disbursements			\$0.14
	Total Non-Taxable Disbursements			<u>\$0.00</u>
	Total Disbursements and HST			\$1.22
	Total Fees, Disbursements & HST			\$4,408.22
	OUR ACCOUNT HEREIN			\$4,408.22

ThorntonGroutFinnigan LLP

Per: Grant B. Moffat

HST No. 87042 1039RT

Matter No. 1071-005
 Invoice No. 23360
 Date: Oct 15/10

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6.00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

and

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

Respondents

**NINETEENTH BILL OF COSTS OF THE SOLICITORS
TO THE COURT-APPOINTED RECEIVER AND MANAGER**

For the period ending November 30, 2010

Oct-04-10	Review correspondence regarding resolution of preferential payment claim by US Trustee; telephone call with E. Rodier;	0.20	GBM
Oct-26-10	Review correspondence regarding Copper Creek approval motion;	0.20	GBM
Oct-27-10	Review correspondence regarding settlement of preferential payment claim by U.S. Trustee;	0.20	GBM
Nov-02-10	Review correspondence regarding Redhawk settlement;	0.20	GBM
Nov-08-10	Review correspondence regarding settlement with U.S. Trustee; telephone call with E. Rodier;	0.20	GBM
Nov-09-10	Telephone call with E. Rodier regarding settlement with U.S. Trustee;	0.20	GBM
Nov-15-10	Review draft motion materials by U.S. Trustee approving Copper Creek settlement; telephone call with E. Rodier regarding same;	0.50	GBM
Nov-16-10	Review motion materials regarding Redhawk settlement; discussion with E. Rodier regarding same;	0.30	GBM

<u>Lawyer</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Grant B. Moffat	2.00	\$500.00	1,000.00

TOTAL FEE HEREIN
HST on Fees

\$1,000.00
\$130.00

Total Fees and HST

\$1,130.00

OUR ACCOUNT HEREIN

\$1,130.00

ThorntonGroutFinnigan LLP

Per: Grant B. Moffat

HST No. 87042 1039RT

Matter No. 1071-005
Invoice No. 23530
Date: Dec 09/10

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6:00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

and

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

Respondents

**TWENTIETH BILL OF COSTS OF THE SOLICITORS
TO THE COURT-APPOINTED RECEIVER AND MANAGER**

For the period ending January 31, 2011

Dec-15-10	Review objection to settlement with U.S. trustee by M. Verna; consider same;	0.50	GBM
Jan-05-11	Review correspondence regarding Varma objection; telephone call with E. Rodier;	0.40	GBM
Jan-06-11	Conference call with US counsel regarding objection to Redhawk settlement; review correspondence regarding objection;	1.20	GBM
Jan-13-11	Review correspondence regarding Verma objection; correspondence with E. Rodier regarding position of Receiver;	0.20	GBM
Jan-14-11	Review correspondence regarding objection to settlement;	0.20	GBM

<u>Lawyer</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>	
Grant B. Moffat	2.50	\$500.00	1,250.00	
TOTAL FEE HEREIN			\$1,250.00	
HST on Fees			<u>\$162.50</u>	
Total Fees and HST				\$1,412.50
OUR ACCOUNT HEREIN				<u>\$1,412.50</u>

ThorntonGroutFinnigan LLP

Per: John L. Finnigan

HST No. 87042 1039RT

Matter No. 1071-005
Invoice No. 23813
Date: Feb 17/11

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6:00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

and

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

Respondents

**TWENTY FIRST BILL OF COSTS OF THE SOLICITORS
TO THE COURT-APPOINTED RECEIVER AND MANAGER**

For the period ending August 31, 2011

May-05-11	Correspondence with P. Osborne regarding status of Copper Creek sale;	0.20	GBM
Aug-18-11	Review correspondence regarding D & G litigation; telephone call with E. Rodier;	0.20	GBM
Aug-25-11	Review correspondence regarding equitable subordination claim;	0.20	GBM
Aug-26-11	Review correspondence and pleadings regarding equitable subordination claim by D&G in Arizona proceeding; correspondence with E. Rodier regarding same;	0.80	GBM
Aug-29-11	Conference call with Receiver and Arizona counsel regarding claim by D & G; consider settlement options;	0.90	GBM

Hours

Rate

Amount

Lawyer

Grant B. Moffat	2.30	\$500.00	1,150.00
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TOTAL FEE HEREIN			\$1,150.00
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HST on Fees			<u>\$149.50</u>
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Total Fees and HST	\$1,299.50
Total Fees, Disbursements & HST	\$1,299.50
OUR ACCOUNT HEREIN	<u>\$1,299.50</u>

ThorntonGroutFinnigan LLP

Per: Grant B. Moffat

HST No. 87042 1039RT

Matter No. 1071-005
Invoice No. 24564
Date: Sep 12/11

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6.00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

and

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

Respondents

**TWENTY SECOND BILL OF COSTS OF THE SOLICITORS
TO THE COURT-APPOINTED RECEIVER AND MANAGER**

For the period ending February 29, 2012

Sep-01-11	Telephone call with E. Rodier regarding D&G claim;	0.20	GBM
Sep-28-11	Review correspondence regarding settlement;	0.20	GBM
Dec-20-11	Telephone call with J. Kroop and E. Rodier regarding settlement status;	0.50	GBM
Dec-21-11	Review draft settlement agreement letter;	0.20	GBM
Feb-16-12	Telephone call with E. Rodier and J. Kroop regarding settlement proposal;	0.60	GBM
Feb-17-12	Telephone call with R. Massi regarding settlement with D & G;	0.30	GBM

<u>Lawyer</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Grant B. Moffat	2.00	\$500.00	1,000.00
TOTAL FEE HEREIN			\$1,000.00
HST on Fees			<u>\$130.00</u>
Total Fees and HST			\$1,130.00
 OUR ACCOUNT HEREIN			 <u>\$1,130.00</u>

ThorntonGroutFinnigan LLP

Per: Grant B. Moffat

HST No. 87042 1039RT

Matter No. 1071-005

Invoice No. 25249

Date: Mar 09/12

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6.00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

and

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

Respondents

**TWENTY THIRD BILL OF COSTS OF THE SOLICITORS
TO THE COURT-APPOINTED RECEIVER AND MANAGER**

For the period ending April 30, 2012

Mar-30-12	Review motion to dismiss complaint in U.S. proceeding; telephone call with E. Rodier;	0.70	GBM
Apr-03-12	Conference call with E. Rodier and J. Kroop regarding motion to dismiss D&G claim; review revised complaint;	0.50	GBM
Apr-26-12	Review correspondence regarding settlement; review materials regarding claim of D&G and Verma;	0.70	GBM
Apr-30-12	Telephone call with E. Rodier regarding settlement in U.S. bankruptcy; review Verma statement of claim;	0.40	GBM

<u>Lawyer</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Grant B. Moffat	2.30	\$500.00	1,150.00

TOTAL FEE HEREIN	\$1,150.00
HST on Fees	<u>\$149.50</u>

Total Fees and HST	\$1,299.50
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Total Fees, Disbursements & HST	\$1,299.50
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OUR ACCOUNT HEREIN	<u>\$1,299.50</u>
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ThorntonGroutFinnigan LLP

Per: Grant B. Moffat

HST No. 87042 1039RT

Matter No. 1071-005
Invoice No. 25437
Date: May 08/12

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6:00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

and

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

Respondents

**TWENTY FOURTH BILL OF COSTS OF THE SOLICITORS
TO THE COURT-APPOINTED RECEIVER AND MANAGER**

For the period ending May 31, 2012

May-02-12	Telephone call with E. Rodier and J. Kroop regarding possible settlement with Verma and D&G; review correspondence regarding same;	0.80	GBM
May-04-12	Consider settlement proposal; review draft report;	0.30	GBM
May-11-12	Review correspondence regarding proposed settlement;	0.50	GBM
May-14-12	Review settlement agreement;	0.40	GBM
May-15-12	Telephone call with E. Rodier; review settlement agreement; correspondence with P. Osborne; review correspondence regarding other creditor claims;	0.90	GBM
May-17-12	Telephone call with E. Rodier; review correspondence regarding settlement;	0.40	GBM
May-18-12	Telephone call with E. Rodier regarding settlement agreement; review same;	0.40	GBM

<u>Lawyer</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Grant B. Moffat	3.70	\$500.00	1,850.00

TOTAL FEE HEREIN	\$1,850.00	
HST on Fees	<u>\$240.50</u>	
Total Fees and HST		\$2,090.50
<u>Disbursements:</u>		
Telephone	\$1.62	
Total Taxable Disbursements	\$1.62	
HST on Disbursements	\$0.21	
Total Non-Taxable Disbursements	<u>\$0.00</u>	
Total Disbursements and HST		<u>\$1.83</u>
Total Fees, Disbursements & HST		\$2,092.33
OUR ACCOUNT HEREIN		<u>\$2,092.33</u>

ThorntonGroutFinnigan LLP

Per: Grant B. Moffat

HST No. 87042 1039RT

Matter No. 1071-005
 Invoice No. 25601
 Date: Jun 12/12

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6:00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

and

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

Respondents

**TWENTY FIFTH BILL OF COSTS OF THE SOLICITORS
TO THE COURT-APPOINTED RECEIVER AND MANAGER**

For the period ending June 30, 2012

Jun-14-12	Review correspondence regarding settlement; correspondence with E. Rodier; correspondence with P. Osborne regarding same;	0.20	GBM	
Jun-15-12	Telephone call with E. Rodier; review settlement agreement in U.S. bankruptcy case; telephone call with E. Rodier regarding same;	0.60	GBM	
Jun-19-12	Review revised settlement agreement;	0.20	GBM	
Jun-20-12	Review correspondence regarding settlement; review settlement agreement; draft report;	1.20	GBM	
Jun-21-12	Review draft report; review settlement agreement; review AMT application record regarding creditors of AMT and claims process; telephone call with E. Rodier (2x) regarding changes to settlement agreement; correspondence with E. Rodier regarding same; revise settlement agreement; correspondence with J. Kroop regarding same;	4.50	GBM	
Jun-22-12	Review draft report;	0.50	GBM	
	<u>Lawyer</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
	Grant B. Moffat	7.20	\$500.00	3,600.00

TOTAL FEE HEREIN	\$3,600.00	
HST on Fees	<u>\$468.00</u>	
Total Fees and HST		\$4,068.00
OUR ACCOUNT HEREIN		<u>\$4,068.00</u>

ThorntonGroutFinnigan LLP

Per: Grant B. Moffat

HST No. 87042 1039RT

Matter No. 1071-005
Invoice No. 25731
Date: Jul 18/12

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6.00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

- and -

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

Respondents

**TWENTY SIXTH BILL OF COSTS OF THE SOLICITORS
TO THE COURT-APPOINTED RECEIVER AND MANAGER**

For the period ending July 31, 2012

Jul-09-12	Review draft report;	0.30	GBM
Jul-10-12	Review correspondence regarding settlement agreement; review draft report;	0.20	GBM
Jul-11-12	Review draft report;	0.20	GBM
Jul-25-12	Telephone call with E. Rodier; review settlement agreement;	0.40	GBM
Jul-26-12	Review correspondence from J. Kroop regarding settlement agreement; review same; correspondence with E. Rodier regarding same;	0.50	GBM
Jul-27-12	Correspondence with E. Rodier regarding settlement;	0.20	GBM

<u>Lawyer</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Grant B. Moffat	1.80	\$500.00	900.00
TOTAL FEE HEREIN			\$900.00
HST on Fees			<u>\$117.00</u>

Total Fees and HST	\$1,017.00
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<u>Disbursements:</u>	
Telephone	\$0.54
Total Taxable Disbursements	\$0.54
HST on Disbursements	\$0.07
Total Disbursements and HST	\$0.61
OUR ACCOUNT HEREIN	<u>\$1,017.61</u>

ThorntonGroutFinnigan LLP

Per: Grant B. Moffat

HST No. 87042 1039RT

Matter No. 1071-005
 Invoice No. 25861
 Date: Aug 15/12

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6:00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

- and -

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

Respondents

**TWENTY SEVENTH BILL OF COSTS OF THE SOLICITORS
TO THE COURT-APPOINTED RECEIVER AND MANAGER**

For the period ending August 31, 2012

Aug-15-12	Review correspondence regarding revisions to settlement agreement; review revised settlement agreement;	0.60	GBM
	Review correspondence regarding settlement; telephone call with E. Rodier;	0.30	GBM
Aug-16-12	Review settlement agreement; draft Report;	1.00	GBM
Aug-17-12	Draft Receiver's Report;	4.80	GBM
Aug-20-12	Draft First Report;	4.20	GBM
	Revise First Report;	1.00	AF
Aug-21-12	Review file regarding Receiver's activities; drat First Report;	3.80	GBM
Aug-22-12	Telephone call with E. Rodier; revise First Report; review settlement agreement Trustees, settlement agreement with U.S. creditors, D&G complaint, Vesna objection in U.S. proceeding and emails regarding same; incorporate same into First Report;	3.30	GBM
	Revise First Report;	0.40	AF
Aug-23-12	Draft First Report;	3.50	GBM

Aug-24-12	Telephone call with E. Rodier; review Report;		0.60	GBM
Aug-29-12	Telephone call with E. Rodier; revise First Report;		1.30	GBM
Aug-30-12	Review Trustee's motion to approve settlement;		0.40	GBM
Aug-31-12	Revise First Report;		2.40	GBM
	Revise First Report of Receiver and forward same to E. Rodier for review and comment;		0.80	AF
	<u>Lawyer</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
	Grant B. Moffat	26.20	\$500.00	13,100.00
	Annette Fournier (Law Clerk)	2.20	\$150.00	330.00
	TOTAL FEE HEREIN			\$13,430.00
	HST on Fees			<u>\$1,745.90</u>
	Total Fees and HST			\$15,175.90
	<u>Disbursements:</u>			
	Fee for searches/registrations			\$102.00
	Photocopies			\$63.00
	Disbursements for searches/registrations *			\$103.17
	Set Motion Record down*			\$127.00
	Total Taxable Disbursements			\$165.00
	HST on Disbursements			\$21.45
	Total Non-Taxable Disbursements			<u>\$230.17</u>
	Total Disbursements and HST			<u>\$416.62</u>
	Total Fees, Disbursements & HST			\$15,592.52
	OUR ACCOUNT HEREIN			<u>\$15,592.52</u>

ThorntonGroutFinnigan LLP

Per: Grant B. Moffat

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6.00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

- and -

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

Respondents

**TWENTY EIGHTH BILL OF COSTS OF THE SOLICITORS
TO THE COURT-APPOINTED RECEIVER AND MANAGER**

For the period ending September 30, 2012

Sep-04-12	Review further revisions to report;	0.40	GBM
Sep-05-12	Telephone call with E. Rodier regarding First Report; revise same; correspondence from J. Kroop regarding same;	1.00	GBM
Sep-07-12	Review correspondence from E. Rodier and J. Kroop regarding revisions to First Report;	0.50	GBM
Sep-10-12	Review correspondence from J. Kroop and E. Rodier; revise First Report;	1.00	GBM
Sep-11-12	Revise First Report; correspondence with E. Rodier regarding settlement;	1.40	GBM
	Telephone call with E. Rodier regarding further revisions to First Report; revise same;	1.50	GBM
Sep-12-12	Revise First Report; review exhibits; telephone call with E. Rodier regarding revisions to First Report; further revisions to same; draft notice of motion and order;	6.10	GBM
Sep-13-12	Revise order; finalize motion record; review correspondence regarding settlement;	2.40	GBM
Sep-14-12	Review draft order and settlement agreement;	0.40	GBM

Sep-15-12	Review Motion Record regarding AMT USA settlement; prepare submissions;	0.70	GBM
Sep-17-12	Attend motion regarding approval of AMT USA settlement agreement;	1.30	GBM
Sep-19-12	Correspondence with P. Osborne regarding AMT USA settlement approval;	0.20	GBM
Sep-20-12	Telephone call with R. Rodier regarding approval of settlement and status of Redhawk transaction;	0.20	GBM
Sep-21-12	Review correspondence regarding completion of sale agreement with Redhawk;	0.20	GBM
Sep-25-12	Review US Order approving settlement;	0.20	GBM
	<u>Lawyer</u>	<u>Hours</u>	<u>Rate</u>
	Grant B. Moffat	17.50	\$500.00
	TOTAL FEE HEREIN		\$8,750.00
	HST on Fees		<u>\$1,137.50</u>
	Total Fees and HST		\$9,887.50
	<u>Disbursements:</u>		
	Telephone		\$34.56
	Total Taxable Disbursements		\$34.56
	HST on Disbursements		\$4.49
	Total Non-Taxable Disbursements		<u>\$0.00</u>
	Total Disbursements and HST		<u>\$39.05</u>
	Total Fees, Disbursements & HST		\$9,926.55
	OUR ACCOUNT HEREIN		<u>\$9,926.55</u>

ThorntonGroutFinnigan LLP

Per: Grant B. Moffat

HST No. 87042 1039RT
Matter No. 1071-005
Invoice No. 26032
Date: Oct 12/12

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6:00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

- and -

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

Respondents

**TWENTY NINTH BILL OF COSTS OF THE SOLICITORS
TO THE COURT-APPOINTED RECEIVER AND MANAGER**

For the period ending January 31, 2013

Oct-17-12	Telephone call with E. Rodier regarding distribution of settlement proceeds;	0.20	GBM
Oct-25-12	Telephone call with E. Rodier regarding redemption of preferred shares;	0.20	GBM
Nov-02-12	E-mails from and to client regarding Bills of Costs;	0.20	AF
Jan-09-13	Review correspondence regarding U.S. Trustee's final report;	0.20	GBM
	Review U.S. Trustee's final report; correspondence with E. Rodier regarding same;	0.50	GBM
Jan-11-13	Review all accounts issued to date, prepare Invoice and Rate Summary regarding same;	1.50	AF

<u>Lawyer</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Grant B. Moffat	1.10	\$500.00	550.00
Annette Fournier (Law Clerk)	1.70	\$150.00	255.00
TOTAL FEE HEREIN			\$805.00
HST on Fees			<u>\$104.65</u>

Total Fees and HST

\$909.65

Disbursements:

Telephone	\$0.54	
Total Taxable Disbursements	\$0.54	
HST on Disbursements	\$0.07	
Total Non-Taxable Disbursements	<u>\$0.00</u>	
Total Disbursements and HST		<u>\$0.61</u>
Total Fees, Disbursements & HST		\$910.26
OUR ACCOUNT HEREIN		<u>\$910.26</u>

ThorntonGroutFinnigan LLP

Per: Grant B. Moffat

HST No. 87042 1039RT

Matter No. 1071-005
 Invoice No. 26489
 Date: Feb 11/13

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6.00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

- and -

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

Respondents

**THIRTEETH BILL OF COSTS OF THE SOLICITORS
TO THE COURT-APPOINTED RECEIVER AND MANAGER**

For the period ending February 28, 2013

Feb-05-13	Telephone call with E. Rodier regarding final distribution in US estate;	0.30	GBM
Feb-12-13	Review First Report; review first statement of receipts and disbursements; review creditor list; telephone call with E. Rodier regarding claims process; review claims process order utilized in Norshield estate;	3.40	GBM
	Prepare Claims Process Order;	0.80	AF
Feb-13-13	Telephone call with E. Rodier regarding creditor claims; review First Report regarding same;	0.80	GBM
	Revise claims order; consider impact of related party claim provisions of BIA; meeting regarding same;	1.80	GBM
Feb-14-13	Draft Second Report;	1.00	GBM
	Review draft receipts and disbursements statement;	0.20	GBM
	Research on section 173 of the BIA and how it has been applied and interpreted by the case law; email memorandum for G. Moffat regarding same;	3.40	MS
Feb-15-13	Review circular regarding intercompany debt owing to Honeybee; review memo regarding validity of related party transactions; draft Second Report;	3.40	GBM

Feb-19-13	Draft claim process report;		2.80	GBM
Feb-21-13	Revise Second Report; review correspondence regarding AMT USA settlement; revise claims process order;		2.20	GBM
Feb-25-13	Review receipts and disbursements; review correspondence regarding report;		0.40	GBM
Feb-27-13	Telephone call with E. Rodier regarding Second Report and claims process; revise Second Report and draft Order;		2.60	GBM
	Revise Claims Process Order and Second Report of the Receiver;		0.60	AF
		<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
	<u>Lawyer</u>			
	Grant B. Moffat	18.90	\$500.00	9,450.00
	Annette Fournier (Law Clerk)	1.40	\$150.00	210.00
	Michael Shakra (Student)	3.40	\$175.00	595.00
	TOTAL FEE HEREIN			\$10,255.00
	HST on Fees			<u>\$1,333.15</u>
	Total Fees and HST			\$11,588.15
	<u>Disbursements:</u>			
	Telephone			\$16.74
	Total Taxable Disbursements			\$16.74
	HST on Disbursements			\$2.18
	Total Non-Taxable Disbursements			<u>\$0.00</u>
	Total Disbursements and HST			<u>\$18.92</u>
	Total Fees, Disbursements & HST			\$11,607.07
	OUR ACCOUNT HEREIN			<u>\$11,607.07</u>

ThorntonGroutFinnigan LLP

Per: Grant B. Moffat

HST No. 87042 1039RT
Matter No. 1071-005
Invoice No. 26647
Date: Mar 19/13

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6.00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

- and -

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

Respondents

**THIRTY FIRST BILL OF COSTS OF THE SOLICITORS
TO THE COURT-APPOINTED RECEIVER AND MANAGER**

For the period ending March 31, 2013

Mar-01-13	Review correspondence regarding Second Report; review revised Report and Order;	0.50	GBM
Mar-21-13	Review and revise Second Report and Claims Process Order; telephone call with R. Massi;	1.20	GBM
	E-mails to and from court regarding Justice Campbell's availability, prepare and submit Commercial List Request Form;	0.40	AF
	<u>Lawyer</u>	<u>Hours</u>	<u>Rate</u>
	<u>Amount</u>		
	Grant B. Moffat	1.70	\$500.00
	AnnetteFournier(LawClerk)	0.40	\$150.00
	TOTAL FEE HEREIN		\$910.00
	HST on Fees		<u>\$118.30</u>
	Total Fees and HST		\$1,028.30
	<u>Disbursements:</u>		
	Computer Research		\$15.36
	Telephone		\$8.10
	Total Taxable Disbursements		\$23.46
	HST on Disbursements		\$3.05
	Total Non-Taxable Disbursements		<u>\$0.00</u>

Total Disbursements and HST	<u>\$26.51</u>
Total Fees, Disbursements & HST	\$1,054.81
OUR ACCOUNT HEREIN	<u>\$1,054.81</u>

ThorntonGroutFinnigan LLP

Per: Grant B. Moffat

HST No. 87042 1039RT
Matter No. 1071-005
Invoice No. 26703
Date: Apr 09/13

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6.00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

- and -

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

Respondents

**THIRTY SECOND BILL OF COSTS OF THE SOLICITORS
TO THE COURT-APPOINTED RECEIVER AND MANAGER**

For the period ending April 30,2 013

Apr-03-13	Review Second Report;	0.30	GBM
Apr-05-13	Telephone call with R. Massi regarding Second Report to Court; revise same;	0.60	GBM
Apr-08-13	Revise Second Report and Claims Process Order;	0.60	GBM
Apr-10-13	Revise claims process motion materials;	0.40	GBM
Apr-15-13	Review statement of receipts and disbursements; revise report; draft motion record;	1.40	GBM
	Finalize Second Report of Receiver and compile all exhibits thereto, forward Report to client for execution, finalize Claims Process Order, draft Notice of Motion and prepare Motion Record, compile Motion Record on system and for filing, forward Motion Record to client, attend at court fo file Motion Record;	2.80	AF
Apr-17-13	Attend claims process motion;	1.90	GBM
Apr-29-13	Review claims process order and Second Report; telephone call with R. Massi regarding proof of claim;	0.40	GBM

<u>Lawyer</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Grant B. Moffat	5.60	\$500.00	2,800.00
Annette Fournier (LawClerk)	2.80	\$150.00	420.00
TOTAL FEE HEREIN			\$3,220.00
HST on Fees			<u>\$418.60</u>
Total Fees and HST			\$3,638.60
<u>Disbursements:</u>			
Photocopies			\$40.75
Filing of Motion Record*			\$127.00
Total Taxable Disbursements			\$40.75
HST on Disbursements			\$5.30
Total Non-Taxable Disbursements			<u>\$127.00</u>
Total Disbursements and HST			<u>\$173.05</u>
Total Fees, Disbursements & HST			\$3,811.65
OUR ACCOUNT HEREIN			<u>\$3,811.65</u>

ThorntonGroutFinnigan LLP

Per: Grant B. Moffat

HST No. 87042 1039RT

Matter No. 1071-005
 Invoice No. 26837
 Date: May 13/13

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6.00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

- and -

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

Respondents

**THIRTY THIRD BILL OF COSTS OF THE SOLICITORS
TO THE COURT-APPOINTED RECEIVER AND MANAGER**

For the period ending May 31, 2013

May-27-13	Review file regarding claims process;	0.50	GBM
May-28-13	Review claims process order; telephone call with R. Massi; review second report; consider distribution methodology; correspondence with R. Massi regarding Honeybee proof of claim;	1.60	GBM
May-29-13	Draft Third Report to Court; review information circular regarding debt owed to Honeybee; consider distribution methodology;	4.00	GBM
	<u>Lawyer</u>	<u>Hours</u>	<u>Rate</u>
	Grant B. Moffat	6.10	\$500.00
			3,050.00
	TOTAL FEE HEREIN		\$3,050.00
	HST on Fees		<u>\$396.50</u>
	Total Fees and HST		\$3,446.50
	<u>Disbursements:</u>		
	Telephone		\$17.28
	Total Taxable Disbursements		\$17.28
	HST on Disbursements		\$2.25
	Total Non-Taxable Disbursements		<u>\$0.00</u>
	Total Disbursements and HST		<u>\$19.53</u>

Total Fees, Disbursements & HST

\$3,466.03

OUR ACCOUNT HEREIN

\$3,466.03

ThorntonGroutFinnigan LLP

Per: Grant B. Moffat

HST No. 87042 1039RT

Matter No. 1071-005
Invoice No. 26977
Date: Jun 13/13

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6:00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

- and -

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

Respondents

**THIRTY FOURTH BILL OF COSTS OF THE SOLICITORS
TO THE COURT-APPOINTED RECEIVER AND MANAGER**

For the period ending June 30, 2013

Jun-03-13	Telephone call with R. Massi; review claims process order;	0.40	GBM
Jun-11-13	Correspondence with R. Massi regarding claim filed; review claims process order; consider terms of distribution and need for clearance certificates;	1.70	GBM
Jun-13-13	Review proofs of claim;	0.50	GBM
Jun-17-13	Telephone call with E. Rodier; review claims; review report regarding same;	1.10	GBM
Jun-20-13	Review proofs of claim; review Third Report; review statement of receipts and disbursements;	0.80	GBM

<u>Lawyer</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>	
Grant B. Moffat	4.50	\$500.00	2,250.00	
TOTAL FEE HEREIN			\$2,250.00	
HST on Fees			<u>\$292.50</u>	
Total Fees and HST				\$2,542.50
OUR ACCOUNT HEREIN				<u>\$2,542.50</u>

ThorntonGroutFinnigan LLP

Per: Grant B. Moffat

HST No. 87042 1039RT

Matter No. 1071-005
Invoice No. 27100
Date: Jul 15/13

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6.00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

- and -

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

Respondents

**THIRTY FIFTH BILL OF COSTS OF THE SOLICITORS
TO THE COURT-APPOINTED RECEIVER AND MANAGER**

For the period ending July 31, 2013

Jul-22-13	Draft Third Report; review claims; correspondence with A. Stremski regarding TB claim;	2.30	GBM
Jul-23-13	Review tax statutes regarding requirements before distribution;	1.30	GBM
	Correspondence with A. Stremski regarding TB claim;	0.20	GBM
	Research regarding clearance certificates and receiver liability;	0.30	SIR
Jul-25-13	Review correspondence from Richter regarding TB claim; correspondence with A. Stremski;	0.40	GBM
	Research regarding clearance certificates;	0.20	SIR

<u>Lawyer</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Grant B. Moffat	4.20	\$500.00	2,100.00
Sandra Reid	0.50	\$200.00	100.00
TOTAL FEE HEREIN			\$2,200.00
HST on Fees			<u>\$286.00</u>

Total Fees and HST	\$2,486.00
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Disbursements:

Computer Research	\$33.69
Telephone	\$5.40
Total Taxable Disbursements	\$39.09
HST on Disbursements	<u>\$5.08</u>
Total Disbursements and HST	<u>\$44.17</u>
Total Fees, Disbursements & HST	\$2,530.17
OUR ACCOUNT HEREIN	<u>\$2,530.17</u>

ThorntonGroutFinnigan LLP

Per: _____

Grant B. Moffat

HST No. 87042 1039RT
Matter No. 1071-005
Invoice No. 27229
Date: Aug 19/13

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6:00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

	E-mails to and from court regarding Justice Campbell's availability; prepare and submit Commercial List Request Form;	0.50	AF
Aug-22-13	Review report; draft discharge order;	1.00	GBM
	Prepare draft discharge/distribution order;	0.60	AF
Aug-27-13	Revise discharge order; review report and distributions to be made;	1.00	GBM
	Revise discharge order; prepare draft fee affidavit for each of J. Kroop, A. Fishman and R. Massi and e-mail to each with instructions regarding exhibits to same; prepare fee affidavit of G. Moffat and exhibits thereto;	1.80	AF
Aug-28-13	Telephone conversations (x2) with R. Massi regarding distribution and CRA; clearance certificates; review tax statutes regarding same; review draft provision limiting receiver's liability; consider limitation period;	5.20	GBM
	Telephone call from A. Fishman's office; receive and review e-mail with various accounts attached;	0.30	AF
	Researching the liability for receivers and trustees regarding distributions of debtor's property;	5.00	LN
Aug-29-13	Telephone call with M. Meland; revise discharge and transition order; revise report;	2.40	GBM
	Discussion with G. Moffat regarding FFMP AMT fees; telephone call to A. Fishman's office regarding same; receive and review sworn affidavit and invoices from Squire Sanders; prepare exhibits to affidavit of J. Kroop; revise Discharge Order;	2.20	AF
Aug-30-13	Revise discharge order; revise report; review statutory provisions imposing liability on Receiver following distribution of debtor's property;	3.60	GBM
	Revise Discharge Order and Third Report of Receiver; e-mail same to R. Massi for review;	1.00	AF
	Draft memo regarding Receiver liability for unremitted tax;	3.50	LN
	<u>Lawyer</u>	<u>Hours</u>	<u>Rate</u>
	Grant B. Moffat	21.30	\$500.00
	Annette Fournier (Law Clerk)	6.90	\$150.00
	Lee Nicholson (Student)	8.50	\$180.00
	Sandra Reid	1.90	\$200.00
	TOTAL FEE HEREIN		\$13,595.00
	HST on Fees		<u>\$1,767.35</u>
	Total Fees and HST		\$15,362.35

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

ONTARIO SECURITIES COMMISSION

Applicant

- and -

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

Respondents

**THIRTY SIXTH BILL OF COSTS OF THE SOLICITORS
TO THE COURT-APPOINTED RECEIVER AND MANAGER**

For the period ending August 31, 2013

Aug-12-13	Research regarding clearance certificates; discussion with G. Moffat regarding same;	1.90	SIR
Aug-13-13	Review correspondence regarding TB Constructors' claim; correspondence to A. Stremski regarding same; telephone call with R. Massi;	0.60	GBM
	Review Third Report; review TB claim;	0.40	GBM
	Meeting with S. Reid regarding clearance certificates; correspondence to R. Massi regarding same;	0.50	GBM
Aug-15-13	Review correspondence regarding AMT USA bankruptcy; correspondence to A. Stremski; review Trustee's Report and prior correspondence with U.S. trustee; review TB invoices and proof of claim;	3.10	GBM
Aug-16-13	Review correspondence regarding TB claim; correspondence with RSM regarding same; review invoice regarding same;	0.50	GBM
Aug-19-13	Telephone call with E. Rodier regarding TB claim; review Third Report;	2.60	GBM
	Revise Third Report of Receiver;	0.50	AF
Aug-20-13	Correspondence to R. Massi regarding discharge motion; review report;	0.40	GBM

Disbursements:

Telephone	\$28.62	
Total Taxable Disbursements	\$28.62	
HST on Disbursements	\$3.72	
Total Non-Taxable Disbursements	<u>\$0.00</u>	
Total Disbursements and HST		\$32.34
Total Fees, Disbursements & HST		\$15,394.69
OUR ACCOUNT HEREIN		<u>\$15,394.69</u>

ThorntonGroutFinnigan LLP

Per: _____

Grant B. Moffat

HST No. 87042 1039RT

Matter No. 1071-005
 Invoice No. 27259
 Date: Sep 04/13

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6:00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

Exhibit "B"

**Thornton Grout Finnigan LLP Invoice Summary
for the period April 24, 2007 to August 31, 2013**

Invoice No.	Fees	Disbursements	GST/HST	Hours	Average Rate	Total
17948	\$ 8,234.00	\$ 21.50	\$ 495.33	26.9	\$306.10	\$ 8,750.83
18043	10,185.00	1,208.50	675.99	31.0	328.55	12,069.49
18119	955.00	31.39	58.94	2.5	382.00	1,045.33
18217	2,950.00	0.00	177.00	7.9	373.42	3,127.00
18379	1,800.00	0.00	108.00	4.4	409.10	1,908.00
18542	1,625.00	4,384.41	360.56	6.1	266.39	6,369.97
18620	300.00	1.25	18.08	1.0	300.00	319.33
18704	0.00	2.00	0.10	0.0	0.00	2.10
19025	375.00	525.25	45.01	1.2	312.50	945.26
19221	1,325.00	0.50	66.28	2.9	456.90	1,391.78
19862	950.00	0.43	47.52	1.9	500.00	997.95
20059	450.00	0.00	22.50	0.9	500.00	472.50
21832	1,800.00	0.00	90.00	3.6	500.00	1,890.00
21947	550.00	0.00	27.50	1.2	458.33	577.50
22544	2,000.00	0.00	100.00	4.0	500.00	2,100.00
22730	300.00	0.00	15.00	0.6	500.00	315.00
23046	1,500.00	0.00	139.00	3.0	500.00	1,639.00
23182	750.00	0.00	97.50	1.5	500.00	847.50
23360	3,900.00	1.08	507.14	7.8	500.00	4,408.22
23530	1,000.00	0.00	130.00	2.0	500.00	1,130.00
23813	1,250.00	0.00	162.50	2.5	500.00	1,412.50
24564	1,150.00	0.00	149.50	2.3	500.00	1,299.50
25249	1,000.00	0.00	130.00	2.0	500.00	1,130.00
25437	1,150.00	0.00	149.50	2.3	500.00	1,299.50

Invoice No.	Fees	Disbursements	GST/HST	Hours	Average Rate	Total
25601	1,850.00	1.62	240.71	3.7	500.00	2,092.33
25731	3,600.00	0.00	468.00	7.2	500.00	4,068.00
25861	900.00	0.54	117.07	1.8	500.00	1,017.61
25944	13,430.00	395.17	1,767.35	28.4	472.89	15,592.52
26032	8,750.00	34.56	1,141.99	17.5	500.00	9,926.55
26489	805.00	0.54	104.72	2.8	287.50	910.26
26647	10,255.00	16.74	1,335.33	23.7	432.70	11,607.07
26703	910.00	23.46	121.35	2.1	433.33	1,054.81
26837	3,220.00	167.75	423.90	8.4	383.33	3,811.65
26977	3,050.00	17.28	398.75	6.1	500.00	3,466.03
27100	2,250.00	0.00	292.50	4.5	500.00	2,542.50
27229	2,200.00	39.09	291.08	4.7	468.09	2,530.17
27259	13,595.00	28.62	1,771.07	38.6	352.20	15,394.69
Totals:	\$110,314.00	\$6,901.68	\$12,246.77	269.0		\$129,462.45

Exhibit "C"

**Billing Rates of
Thornton Grout Finnigan LLP**

For the period April 24, 2007 to August 31, 2013

	<u>Rate</u>	<u>Year of Call</u>
Grant B. Moffat	\$500.00	1991
Deborah E. Palter	\$350.00	1996
Jessica S. Bookman	\$250.00	2003
Sandra Reid	\$200.00	2012
Michael Shakra	\$175.00	Student-at-Law
Mary Arzoumanidis	\$150.00	Student-at-Law
Lee Nicholson	\$180.00	Student-at-Law
Annette Fournier	\$150.00	Law Clerk

**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

AFFIDAVIT OF GRANT B. MOFFAT
(Sworn September 4, 2013)

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

TAB K

EXHIBIT "K"

Court File No.: 07-CL-6955

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

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

BETWEEN:

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

Applicant

- and -

AMT INTERNATIONAL MINING CORPORATION

Respondent

**AFFIDAVIT OF AVRAM FISHMAN
(Sworn September 3, 2013)**

I, AVRAM FISHMAN, of the City of Montreal, in the Province of Quebec, MAKE OATH AND SAY:

1. I am a Barrister and Solicitor licensed to practice law in the Province of Quebec and a partner with the law firm of Fishman Flanz Meland Paquin ("FFMP") and, as such, have knowledge of the facts to which I herein depose.
2. FFMP has acted as counsel to Richter Advisory Group Inc. (formerly RSM Richter Inc.) ("Richter"), in its capacity as the Receiver (the "Receiver") of all of the assets, undertakings and properties of AMT International Mining Corporation ("AMT").

3. Attached hereto as Exhibit "A" are copies of the invoices issued to the Receiver by FFMP for fees and disbursements incurred by FFMP over the course of the receivership of AMT between April 24, 2007 and August 31, 2013.

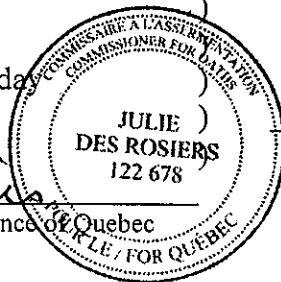
4. Attached hereto as Exhibit "B" is a schedule summarizing each invoice in Exhibit "A", the total billable hours charged per invoice, the total fees charged per invoice and the average hourly rate charged per invoice.

5. Attached hereto as Exhibit "C" is a schedule summarizing the respective years of call and billing rates for each of the solicitors at FFMP who have acted for the Receiver.

6. I make this affidavit in support of a motion by the Receiver for, among other things, the approval of the fees and disbursements of the Receiver and its legal counsel and for no other or improper purpose.

SWORN before me, at the
City of Montreal, in the
Province of Quebec, this 3rd day
of September, 2013.

Julie Des Rosiers
Commissioner of oath for the Province of Quebec



Avram Fishman
Avram Fishman

EXHIBIT ⁿA^u

Fishman Flanz Meland Paquin, L.L.P.
1250 Boulevard Rene Levesque Ouest
Suite 4100,
Montreal, Quebec H3B 4W8

RSM Richter Inc. 2007
2 Place Alexis Nihon
3500 de Maisonneuve Blvd. West (17386)
Montreal QC H3Z 3C2

RE: AMT International Mining Corporation

PROFESSIONAL SERVICES

04/25/07	GP	Re: AMT - Review engagement letter SQUIRE SANDERS and letter to directors	0.30
04/26/07	GP	E-mail to Eric Rodier re: AMT - Dale Smith's objections	0.10
04/27/07	GP	E-mail to Eric Rodier re: AMT - report to SEDAR	0.10
05/03/07	GP	Re: AMT - D&G Mining: conference call with Sara V. Ransom and Brian Cabianca	0.30
05/22/07	MEM	Receipt of e-mail from Law Offices of Joseph Watson together with various AMT proceedings and review	0.40
05/29/07	MEM	Receipt of e-mail and letter from Squire Dempsey re: AMT proceedings	0.10
06/06/07	MEM	Lengthy telephone conversation with E. Rodier re: AMT, Oceanwide and claims procedure	0.30
06/14/07	MEM	Receipt and review of e-mail from Squire with attached AMT documents	0.20

Lawyer	Rate	Hours
GILLES PAQUIN	\$500	0.80
MARK E. MELAND	\$500	1.00
TOTAL HOURS		1.80

TOTAL FEES	\$ 900.00
GST (6%)	54.00
QST (6.5%)	<u>62.01</u>
TOTAL STATEMENT	<u>\$1,016.01</u>

Fishman Flanz Meland Paquin, L.L.P.
1250 Boulevard Rene Levesque Ouest
Suite 4100,
Montreal, Quebec H3B 4W8

RSM Richter Inc. 2007
2 Place Alexis Nihon
3500 de Maisonneuve Blvd. West (17737)
Montreal QC H3Z 3C2

RE: AMT International Mining Corporation

PROFESSIONAL SERVICES

07/11/07	GP	Re: AMT Mining and D&G Mining claim	1.50
07/11/07	GP	Re: AMT - Revise the Affidavit of Eric Rodier re: AMT Receivership. E-mail to Eric Rodier	0.50
07/12/07	GP	Re: AMT - D&G Mining - E-mail to S. Ransom	0.10

Lawyer	Rate	Hours
GILLES PAQUIN	\$500	
TOTAL HOURS		2.10

TOTAL FEES	\$1,050.00
GST (6%)	63.00
QST (6.5%)	<u>72.35</u>
TOTAL STATEMENT	<u>\$1,185.35</u>

Fishman Flanz Meland Paquin, L.L.P.
1250 Boulevard Rene Levesque Ouest
Suite 4100,
Montreal, Quebec H3B 4W8

RSM Richter Inc. 2007
2 Place Alexis Nihon
3500 de Maisonneuve Blvd. West (17738)
Montreal QC H3Z 3C2

RE: AMT International Mining Corporation

PROFESSIONAL SERVICES

08/13/07	GP	Re: AMT - Telephone conversation with Eric Rodier	0.20
08/15/07	GP	Re: AMT - Reviewed Almagamet Termination Agreement	0.30
08/21/07	MEM	Lengthy telephone conversation with E. Rodier re: Oceanwide, AMT, claims process	0.50

Lawyer	Rate	Hours
GILLES PAQUIN	\$500	0.50
MARK E. MELAND	\$500	0.50
TOTAL HOURS		1.00

TOTAL FEES	\$ 500.00
GST (6%)	30.00
QST (6.5%)	<u>34.45</u>
TOTAL STATEMENT	<u>\$ 564.45</u>

Fishman Flanz Meland Paquin, L.L.P.
1250 Boulevard Rene Levesque Ouest
Suite 4100,
Montreal, Quebec H3B 4W8

RSM Richter Inc.	2007
2 Place Alexis Nihon	
3500 de Maisonneuve Blvd. West	(17739)
Montreal QC H3Z 3C2	

RE: AMT International Mining Corporation

PROFESSIONAL SERVICES

09/06/07	MEM	Telephone conversation with E. Rodier re: AMT	0.20
09/17/07	GP	Re: AMT - Telephone conversation with Mr. Eric Rodier	0.10
09/17/07	GP	Re: AMT - Telephone conversation with Mr. Rodier re: status report on Redhawk and D&G Mining, Verma and Amalgamet	0.30
09/21/07	GP	Re: AMT - Telephone conversation with Mr. Rodier. Conference call with Grant Moffat re: D&G garnishment of Redhawk	0.30
09/21/07	MEM	Receipt and review of documents from Michelle proceedings in the U.S.	0.80

Lawyer	Rate	Hours
GILLES PAQUIN	\$500	0.70
MARK E. MELAND	\$500	1.00
TOTAL HOURS		1.70

TOTAL FEES	\$ 850.00
GST (6%)	51.00
QST (6.5%)	<u>58.57</u>
TOTAL STATEMENT	<u>\$ 959.57</u>

FISHMAN FLANZ MELAND PAQUIN, S.E.N.C.R.L./LLP
1250 Boulevard Rene Levesque Ouest
Suite 4100,
Montreal, Quebec H3B 4W8

RSM Richter
Attn: M. Eric Rodier
2 Place Alexis Nihon
3500 de Maisonneuve Blvd West
Montreal Quebec H3Z 3C2

2008
(18255)

RE: AMT International Mining Corporation

PROFESSIONAL SERVICES

02/12/08	MEM	Receipt of email from E. Rodier re: AMT Royalty from Redhawk and review of documents.	0.20
02/13/08	MEM	Meeting with E. Rodier to discuss AMT	1.00
02/13/08	MEM	Telephone conversation with E. Rodier re: AMT/Redhawk	0.10
02/13/08	MEM	Review of AMT documents provided by E. Rodier	0.20
02/15/08	MEM	Receipt of 3 emails from E. Rodier re: AMT and GST refunds	0.30
02/25/08	MEM	Receipt of email from E. Rodier to Pothier with attached royalty agreements and title opinions for AMT and review	0.30
08/08/08	MEM	Review of correspondence from US counsel regarding AMT; Review of proof of claim	0.30
10/28/08	MEM	Receipt of email from E. Rodier; Review of Notice regarding relief from Stay re: D&G Mining vs. AMT (USA) Inc.	0.20
12/12/08	MEM	Receipt of email from Tanya Skeet re: D&G Mining & AMT and review of Order for case to remain inactive	0.20

Lawyer	Rate	Hours
MARK E. MELAND	\$550	2.80
TOTAL HOURS		2.80

TOTAL FEES	\$ 1,540.00
GST (5%)	77.00
QST (7.5%)	<u>121.28</u>
TOTAL STATEMENT	<u>\$ 1,738.28</u>

FISHMAN FLANZ MELAND PAQUIN, S.E.N.C.R.L./LLP
1250 Boulevard Rene Levesque Ouest
Suite 4100,
Montreal, Quebec H3B 4W8

RSM Richter 2009
Attn: M. Eric Rodier
2 Place Alexis Nihon
3500 de Maisonneuve Blvd West (18645)
Montreal Quebec H3Z 3C2

RE: AMT International Mining Corporation

PROFESSIONAL SERVICES

07/06/09 MEM Review of draft proof of claim for AMT 0.20

Lawyer	Rate	Hours
MARK E. MELAND	\$550	0.20
TOTAL HOURS		0.20

TOTAL FEES	\$ 110.00
GST (5%)	5.50
QST (7.5%)	<u>8.66</u>
TOTAL STATEMENT	<u>\$ 124.16</u>

FISHMAN FLANZ MELAND PAQUIN, S.E.N.C.R.L./LLP
1250 Boulevard Rene Levesque Ouest
Suite 4100,
Montreal, Quebec H3B 4W8

RSM Richter Inc. 2011
2 Place Alexis Nihon
3500 de Maisonneuve Blvd. West (19786)
Montreal Quebec H3Z 3C2
Attn: Mr. Eric Rodier

RE: AMT International Mining Corporation

PROFESSIONAL SERVICES

09/27/10	GP	Re: AMT USA - Review of the file re: copy of security documents to be sent to Jordan Kroop.	0.30
10/13/10	GP	Re: AMT USA - Conference call with Eric Rodier and Jordan Kroop.	1.00
10/14/10	GP	Re: AMT USA - Review of the file re: guarantee by AMT USA. Telephone conversation with Eric Rodier.	0.80
10/14/10	GP	Re: AMT USA - Claim for preferential payment. E-mail to Eric Rodier and J. Kroop.	0.20
11/09/10	GP	Telephone conversation with Eric Rodier re: settlement with the Trustee of AMT (USA).	0.20
01/05/11	GP	Re: AMT International; review email messages re: hearing Jan. 19, 2011.	0.20
01/06/11	GP	Re: AMT International - settlement with AMT (USA) - conference call with US Counsel.	1.20
01/13/11	GP	Re: AMT International; review of draft response of M. J. Kroop and review Exchange of emails and telephone conversation with E. Rodier.	0.50
01/31/11	GP	Re: AMT International; review email message from E. Rodier and draft order re: settlement US Preferential payment.	0.10

02/14/11	MEM	Meeting with MRS re: recoveries in AMT and impact on claims procedures of NIC/Honeybee and review of documents.	1.40
02/14/11	TS	Work re: AMT recovery.	3.50
02/14/11	MRS	Work on Mendota Report and drafting new section re: AMT.	3.50
02/15/11	MEM	Work on AMT section re: Report.	1.70

Lawyer	Rate	Hours
GILLES PAQUIN	\$600	4.50
MARK E. MELAND	\$625	3.10
TINA SILVERSTEIN	\$235	3.50
MARGO SIMINOVITCH	\$450	3.50
TOTAL HOURS		14.60

TOTAL FEES	\$ 7,035.00
GST (5%)	351.75
QST (8.5%)	<u>627.87</u>
TOTAL STATEMENT	<u>\$ 8,014.62</u>

FISHMAN FLANZ MELAND PAQUIN, S.E.N.C.R.L./LLP
1250 Boulevard Rene Levesque Ouest
Suite 4100,
Montreal, Quebec H3B 4W8

RICHTER LLP
1981 McGill College, 11th Floor
Montreal Quebec H3A 0G6

2011

(20543)

RE: AMT International Mining Corporation

PROFESSIONAL SERVICES

11/10/11 MEM Receipt of email from Jordan Kroop re:
AMT 0.10

Lawyer	Rate	Hours
MARK MELAND	\$625	0.10
TOTAL HOURS		0.10

TOTAL FEES	\$ 62.50
GST (5%)	3.13
QST (8.5%)	<u>5.57</u>
TOTAL STATEMENT	<u>\$ 71.20</u>

EXHIBIT "B"

INVOICE SUMMARY RE: AMT INTERNATIONAL MINING CORPORATION

Fishman Flanz Meland Paquin, L.L.P. Invoice Summary
for the period April 24, 2007 to August 31, 2013

Fishman Flanz Meland Paquin, L.L.P. Invoice Summary
for the period April 25, 2007 to December 31, 2007

Invoice No.	Fees	GST	Quebec Sales Tax	Hours	Total
17386	\$900.00	54.00	62.01	1.80	\$1,016.01
17737	1,050.00	63.00	72.35	2.10	1,185.35
17738	500.00	30.00	34.45	1.00	564.45
17739	850.00	51.00	58.57	1.70	959.57
Totals:	\$3,300.00	\$198.00	\$227.38	6.60	\$3,725.38

Fishman Flanz Meland Paquin, L.L.P. Invoice Summary
for the period February 1, 2008 to December 31, 2008

Invoice No.	Fees	GST	Quebec Sales Tax	Hours	Total
18255	\$1,540.00	77.00	121.28	2.80	\$1,738.28
Totals:	\$1,540.00	\$77.00	\$121.28	2.80	\$1,738.28

**Fishman Flanz Meland Paquin, L.L.P. Invoice Summary
for the period September 1, 2009 to September 30, 2009**

Invoice No.	Fees	GST	Quebec Sales Tax	Hours	Total
18645	\$110.00	5.50	8.66	0.20	\$124.16
Totals:	\$110.00	\$5.50	\$8.66	0.20	\$124.16

**Fishman Flanz Meland Paquin LLP - Invoice Summary
for the period September 1, 2010 to February 28, 2011**

Invoice No.	Fees	GST	Quebec Sales Tax	Hours	Total
19786	\$7,035.00	351.75	627.87	14.60	\$8,014.62
Totals:	\$7,035.00	\$351.75	\$627.87	14.60	\$8,014.62

Fishman Flanz Meland Paquin LLP- Invoice Summary
for the period November 1, 2011 to November 30, 2011

Invoice No.	Fees	GST	Quebec Sales Tax	Hours	Total
20543	\$62.50	3.13	5.57	0.10	\$71.20
Totals:	\$62.50	\$3.13	\$5.57	0.10	\$71.20

	Fees	GST	Quebec Sales Tax	Hours	Total
GRAND TOTALS:	\$12,047.50	\$635.38	\$990.76	24.30	\$13,673.64

EXHIBIT "C"

BILLING RATES OF FISHMAN FLANZ MELAND PAQUIN, L.L.P.
RE: AMT INTERNATIONAL MINING CORPORATION

For the period January 1, 2007 to December 31, 2007

<u>Professional</u>	<u>Rate</u>	<u>Year of Call</u>
Gilles Paquin	\$500	1977
Mark E. Meland	\$500	1980
Jason Dolman	\$175	2006
Darryl Erdle	\$200	2005

For the period January 1, 2008 to December 31, 2010

<u>Professional</u>	<u>Rate</u>	<u>Year of Call</u>
Mark E. Meland	\$550	1980

For the period April 1, 2010 to December 31, 2011

<u>Professional</u>	<u>Rate</u>	<u>Year of Call</u>
Gilles Paquin	\$600	1977
Mark E. Meland	\$625	1980
Tina Silverstein	\$235	2009
Margo Siminovitch	\$450	1994

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

AFFIDAVIT OF AVRAM FISHMAN
(Sworn September 3, 2013)

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

TAB L

EXHIBIT "L"

Court File No.: 07-CL-6955

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

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

BETWEEN:

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

Applicant

- and -

AMT INTERNATIONAL MINING CORPORATION

Respondent

AFFIDAVIT OF JORDAN KROOP
(Sworn August 28, 2013)

I, JORDAN KROOP, of the City of Phoenix, in the State of Arizona, MAKE OATH AND SAY:

1. I am a lawyer licensed to practice law in the State of Arizona and a partner with the law firm of Squire Sanders ("Squire") and, as such, have knowledge of the facts to which I herein depose.
2. Squire has acted as U.S. counsel to Richter Advisory Group Inc. (formerly RSM Richter Inc.) ("RSM"), in its capacity as the Receiver (the "Receiver") of all of the assets, undertakings and properties of AMT International Mining Corporation ("AMT").

3. Attached hereto as Exhibit "A" are summaries of the invoices issued to the Receiver by Squire for fees and disbursements incurred by Squire over the course of the receivership of AMT between April 24, 2007 and August 31, 2013.

4. Attached hereto as Exhibit "B" is a schedule summarizing each invoice in Exhibit "A", the total billable hours charged per invoice, the total fees charged per invoice and the average hourly rate charged per invoice.

5. Attached hereto as Exhibit "C" is a schedule summarizing the respective years of call and billing rates for each of the lawyers at Squire who have acted for the Receiver.

6. I make this affidavit in support of a motion by the Receiver for, among other things, the approval of the fees and disbursements of the Receiver and its legal counsel and for no other or improper purpose.

SWORN before me, at the)
City of Phoenix, in the)
State of Arizona, this 28th day)
of August, 2013.)
Wendy Anderson)

A Commissioner for taking oaths, etc.

Jordan Kroop

Jordan Kroop



WENDY ANDERSON
Notary Public - Arizona
Maricopa County
Expires 09/15/2014

EXHIBIT "A"

SQUIRE, SANDERS & DEMPSEY L.L.P.

088807.00002

03/31/07

RSM Richter Inc. / D&G Mining Litigation

Page 1

Invoice Number: 8261149

D&G MINING LITIGATION

LEGAL SERVICES

DATE	HOURS	TIMEKEEPER	NARRATIVE
02/26/07	0.50	T. Mercado	Review complaint, request for production of documents and interrogatories in preparation for conference call with counsel regarding Norshield complaint.
02/27/07	0.50	B. Cabianca	Review and analyze verified complaint; telephone conference with Gilles Paquin regarding same.
02/27/07	0.75	J. Kroop	Review of complaint by D&G Mining with Brian Cabianca; conference call with Gilles Paquin and Eric Rodier regarding strategies and background.
02/27/07	0.75	T. Mercado	Conference call with counsel regarding complaint and going-forward strategy regarding possible claim for royalties; research court docket to confirm whether affidavit of service to Norshield has been filed.
02/28/07	0.50	J. Kroop	Review of correspondence from AMT (USA) statutory agent regarding service and resignation; review docket of litigation and communicate with Gilles Paquin and Eric Rodier regarding same.
TOTAL HOURS:			3.00
TOTAL SERVICES:			\$ 1,141.25

MATTER TOTAL

TOTAL SERVICES:	\$ 1,141.25
TOTAL DISBURSEMENTS:	\$ 0.00
TOTAL AMOUNT DUE FOR THIS MATTER:	\$ 1,141.25

SQUIRE, SANDERS & DEMPSEY L.L.P.

088807.00002

03/31/07

RSM Richter Inc. / D&G Mining Litigation

Page 2

Invoice Number: 8261149

PREVIOUS INVOICES OUTSTANDING AS OF THIS DATE

Invoice Number	Invoice Date	Amount Billed	Amount Paid	Balance Due
TOTAL:				\$ 0.00

D&G MINING LITIGATION

LEGAL SERVICES

DATE	HOURS	TIMEKEEPER	NARRATIVE	
03/06/07	1.50	J. Kroop	Review of materials pertaining to D&G Mining litigation following Eric Rodier's voice mail; investigate current status of lawsuit filing and possibilities for defensive action, including possible Chapter 7 filing for one or more defendants.	
03/07/07	1.25	B. Cabianca	Telephone conference with Eric Rodier and Mark Meland regarding moving forward plan and avoiding default; research regarding background of plaintiffs' counsel; telephone conference to plaintiffs' counsel regarding extension deadline to respond to the complaint.	
03/07/07	1.50	J. Kroop	Review agreement regarding Red Hawk in preparation for conference call with Eric Rodier and Mark Meland regarding possible strategies and alternatives; conduct conference call regarding same.	
03/12/07	0.25	T. Mercado	Review application and affidavit of default and confirm deadline for entry of default; review client and party e-mails regarding same and extension of deadline to respond to complaint for AMT USA.	
03/14/07	0.50	B. Cabianca	Follow-up on issues regarding motion to set aside default.	
TOTAL HOURS:				5.00
TOTAL SERVICES:				\$ 2,035.00

DISBURSEMENT SUMMARY

Telephone	3.16
TOTAL DISBURSEMENTS:	\$ 3.16

SQUIRE, SANDERS & DEMPSEY L.L.P.

088807.00002

04/30/07

RSM Richter Inc. / D&G Mining Litigation

Page 2

Invoice Number: 8269544

MATTER TOTAL

TOTAL SERVICES:	\$ 2,035.00
TOTAL DISBURSEMENTS:	\$ 3.16
TOTAL AMOUNT DUE FOR THIS MATTER:	\$ 2,038.16

PREVIOUS INVOICES OUTSTANDING AS OF THIS DATE

Invoice Number	Invoice Date	Amount Billed	Amount Paid	Balance Due
8261149	03/31/07	\$ 1,141.25	\$ 0.00	\$ 1,141.25
TOTAL:				\$ 1,141.25

D&G MINING LITIGATION**LEGAL SERVICES**

DATE	HOURS	TIMEKEEPER	NARRATIVE
04/02/07	0.50	J. Kroop	Review of correspondence from Plaintiff's counsel; e-mail to Eric Rodier and Gilles Paquin regarding possible strategies and need for follow-up conference.
04/03/07	0.75	J. Kroop	Review information and strategies pertaining to possible bankruptcy filing for AMT-USA, implications of receivership in Canada for AMT International and related issues; e-mail correspondence with Gilles Paquin regarding same.
04/09/07	0.75	J. Kroop	Review facts pertaining to satisfaction of Quebec judgment by AMT-USA; draft memorandum to Gilles Paquin regarding possible fraudulent transfer, preference analysis and related issues.
04/12/07	0.75	J. Kroop	Strategy conference with Gilles Paquin, Eric Rodier and others regarding possible receivership in Canada to control AMT Int'l, then steps to defend D&G claim against AMT-USA.
04/16/07	0.75	B. Cабianca	Review and analyze merits of lawsuit; work on going forward plan.
04/16/07	1.00	S. Ransom	Confer with Brian Cабianca regarding potential client's requested case assessment; review background materials provided by client.
04/17/07	0.75	B. Cабianca	Review and analyze potential merits of D & G Mining claims; work on going forward plan.
04/17/07	1.25	J. Kroop	Confer with Brian Cабianca regarding possible strategies for response to lawsuit; e-mail correspondence with Eric Rodier regarding same; telephone call with Eric Rodier regarding same and receivership issues.
04/17/07	0.25	S. Ransom	Confer with Brian Cабianca and Jordan Kroop regarding additional documents necessary prior to completing an assessment of client's potential defenses to a breach of lease claim.
04/23/07	0.50	B. Cабianca	Telephone call with office of attorney for D & G Mining; e-mail to Eric Rodier and Gilles Paquin regarding same.
04/24/07	1.25	B. Cабianca	Telephone conference with Eric Rodier and Gilles Paquin regarding receivership; work on answer to D & G's complaint.
04/24/07	0.75	J. Kroop	Strategy telephone conference with Eric Rodier, Gilles Paquin and Brian Cабianca regarding answering complaint for AMT-USA and related issues; review receivership order for AMT International.

04/25/07	0.50	B. Cabianca	Work on answer to complaint; work on letter to D & G Mining's counsel regarding same.
04/25/07	1.50	S. Ransom	Review Arizona Corporation Commission (ACC) website to determine whether or not AMT (USA) Inc. is registered in Arizona and whether it maintains a statutory agent in Arizona as alleged by opposing party; draft answer to complaint.
04/26/07	0.50	S. Ransom	Review previous correspondence exchanged between Brian Cabianca and Joseph Watson (counsel for Plaintiff); draft letter to Joseph Watson providing notice of client's filing of an answer to Plaintiffs' complaint.
04/30/07	0.50	B. Cabianca	Work on letter to Plaintiff's counsel regarding appointment of receiver; work on answer.

TOTAL HOURS: 12.25

TOTAL SERVICES: \$ 4,535.00

DISBURSEMENT SUMMARY

Printing/duplicating-in-house	1.08
Telephone	1.33
TOTAL DISBURSEMENTS:	\$ 2.41

MATTER TOTAL

TOTAL SERVICES:	\$ 4,535.00
TOTAL DISBURSEMENTS:	\$ 2.41
TOTAL AMOUNT DUE FOR THIS MATTER:	\$ 4,537.41

SQUIRE, SANDERS & DEMPSEY L.L.P.

088807.00002

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RSM Richter Inc. / D&G Mining Litigation

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Invoice Number: 8277652

PREVIOUS INVOICES OUTSTANDING AS OF THIS DATE

Invoice Number	Invoice Date	Amount Billed	Amount Paid	Balance Due
TOTAL:				\$ 0.00

D&G MINING LITIGATION**LEGAL SERVICES**

DATE	HOURS	TIMEKEEPER	NARRATIVE
05/01/07	1.25	B. Cabianca	Work on answer to complaint; work on letter to plaintiff's counsel regarding answer and receivership.
05/01/07	0.50	S. Ransom	Supplement answer and letter to opposing counsel.
05/02/07	1.00	B. Cabianca	Work on issues regarding answer.
05/02/07	1.75	S. Ransom	Confer with client regarding draft answer and letter to opposing counsel; supplement answer and letter to opposing counsel; draft verification for client's signature; confer with Brian Cabianca and Jordan Kroop regarding client's suggested changes.
05/03/07	0.75	B. Cabianca	Work on letter to D & G Mining's counsel; revise answer; telephone call with Gilles Panquin regarding same.
05/03/07	0.50	J. Kroop	Review of draft answer and related pleadings; provide comments to Sara Ransom.
05/03/07	1.00	S. Ransom	Telephone conference with Gilles Paquin and Brian Cabianca; supplement answer, letter to opposing counsel, and verification to reflect client's suggested changes.
05/04/07	0.50	S. Ransom	Finalize answer for filing.
05/22/07	0.75	B. Cabianca	Telephone call with Eric Rodier regarding going forward plan; work on approach to responses to request for production and interrogatories.
05/23/07	1.25	B. Cabianca	Review and analyze requests for production and interrogatories; work on objections to same; telephone call with Eric Rodier regarding same.
05/23/07	2.25	S. Ransom	Review discovery requests served by plaintiffs upon defendant AMT (USA) Inc.; confer with Brian Cabianca regarding responses and objections to discovery requests; participate in telephone conference with Eric Rodier and Brian Cabianca to discuss discovery requests and responses; draft letter to Joseph Watson clarifying client's role in this litigation and informing him of developments that necessitate additional time for the client to respond to discovery requests.
05/24/07	0.50	B. Cabianca	Work on letter to plaintiff's counsel regarding discovery responses and amended answer.

05/24/07	0.25	S. Ransom	Supplement letter to opposing counsel to incorporate client's suggestions.	
05/25/07	1.25	S. Ransom	Telephone call with client to respond to questions regarding discovery process and additional revisions to letter to opposing counsel; supplement letter to opposing counsel.	
TOTAL HOURS:				13.50
TOTAL SERVICES:				\$ 4,370.00

DISBURSEMENT SUMMARY

Faxes - Outgoing		16.50
Postage		1.04
Printing/duplicating-in-house		42.12
Telephone		22.65
TOTAL DISBURSEMENTS:		\$ 82.31

MATTER TOTAL

TOTAL SERVICES:		\$ 4,370.00
TOTAL DISBURSEMENTS:		\$ 82.31
TOTAL AMOUNT DUE FOR THIS MATTER:		\$ 4,452.31

PREVIOUS INVOICES OUTSTANDING AS OF THIS DATE

Invoice Number	Invoice Date	Amount Billed	Amount Paid	Balance Due
8277652	05/30/07	\$ 4,537.41	\$ 0.00	\$ 4,537.41
TOTAL:				\$ 4,537.41

D&G MINING LITIGATION**LEGAL SERVICES**

DATE	HOURS	TIMEKEEPER	NARRATIVE
06/07/07	1.25	B. Cabianca	Telephone call with Eric Rodier regarding discovery responses; work on proposed protective order.
06/07/07	2.75	S. Ransom	Telephone conference with Eric Rodier, Julien Belisle, and Brian Cabianca regarding contents of documents located that are potentially responsive to opposing parties' discovery requests; draft responses to plaintiff's request for production of documents and non-uniform interrogatories.
06/08/07	0.75	B. Cabianca	Work on discovery responses.
06/08/07	7.75	S. Ransom	Review documents collected by client that are potentially responsive to plaintiffs requests for production of document and non-uniform interrogatories; draft objections and responses to plaintiffs requests for production of document and non-uniform interrogatories.
06/09/07	1.25	B. Cabianca	Work on discovery responses.
06/10/07	1.25	B. Cabianca	Work on responses to plaintiff's interrogatories and requests for the production of documents.
06/10/07	4.25	S. Ransom	Supplement draft responses to plaintiff's requests for production of documents and non-uniform interrogatories.
06/11/07	2.75	B. Cabianca	Telephone call with Eric Rodier regarding response to discovery requests; work on response to plaintiff's discovery requests, verification, letter to plaintiff's counsel and proposed protective order.
06/11/07	4.50	S. Ransom	Telephone conference with Brian Cabianca, Eric Rodier and Julien Belisle regarding discovery responses; supplement responses to non-uniform interrogatories and requests for production of documents as discussed on telephone conference; additional revisions after review of client's documents pertaining to individuals that served as officers or directors; draft verification of discovery responses for Eric Rodier's signature; draft protective order for opposing counsel's review and agreement prior to disclosure of sensitive financial documents; draft letter to opposing counsel enclosing discovery responses; draft protective order.
06/11/07	0.50	M. White	Work on Bates labeling documents in preparation of document production.
06/12/07	0.50	B. Cabianca	Work on discovery responses.

06/12/07	1.50	S. Ransom	Telephone conference with Eric Rodier and Julien Belisle regarding discovery responses, verification, and letter to opposing counsel; supplement responses to plaintiff's requests for production of documents, non-uniform interrogatories and verification in accordance with Eric Rodier's suggestions; finalize same for submission to Joseph Watson (counsel for plaintiff).
06/14/07	2.50	S. Ransom	Draft initial disclosure statement, including legal and factual basis for defenses to plaintiff's claims.
06/17/07	0.50	S. Ransom	Supplement initial disclosure statement to include additional detail in support of AMT's defenses to plaintiff's claims.

TOTAL HOURS: 32.00

TOTAL SERVICES: \$ 9,397.50

DISBURSEMENT SUMMARY

Postage	1.99
Printing/duplicating-in-house	21.42
Telephone	25.94
TOTAL DISBURSEMENTS:	\$ 49.35

MATTER TOTAL

TOTAL SERVICES:	\$ 9,397.50
TOTAL DISBURSEMENTS:	\$ 49.35
TOTAL AMOUNT DUE FOR THIS MATTER:	\$ 9,446.85

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Invoice Number: 8291246

PREVIOUS INVOICES OUTSTANDING AS OF THIS DATE

Invoice Number	Invoice Date	Amount Billed	Amount Paid	Balance Due
8277652	05/30/07	\$ 4,537.41	\$ 0.00	\$ 4,537.41
8285745	06/26/07	\$ 4,452.31	\$ 0.00	\$ 4,452.31
TOTAL:				\$ 8,989.72

D&G MINING LITIGATION**LEGAL SERVICES**

DATE	HOURS	TIMEKEEPER	NARRATIVE
07/06/07	0.25	S. Ransom	Analyze Arizona Rules of Civil Procedure to determine whether there are any impending deadlines in this matter; draft e-mail to Brian Cabisanca detailing results of research.
07/09/07	0.75	B. Cabisanca	Work on going forward plan; e-mail to Eric Rodier regarding same.
07/11/07	1.50	B. Cabisanca	Prepare for and participate in conference with Eric Rodier regarding discovery, case evaluation and going forward plan.
07/11/07	1.00	J. Kroop	Strategy telephone conference with Eric Rodier and Gilles Paquin regarding D&G Mining litigation, claims resolution issues and related matters.
07/11/07	1.50	S. Ransom	Participate in telephone conference to discuss settlement strategy.
07/12/07	0.25	S. Ransom	Communicate to Grant Moffit (counsel in Mani Verma matter) to request information on progress of case and offer assistance in researching statute of limitations defense.
07/18/07	1.00	S. Ransom	Review Mani Verma documents provided by Grant Moffit to assess viability of statute of limitations defense.
07/23/07	2.00	S. Ransom	Review the expert opinions on statute of limitations defense submitted by both parties in the Mani Verma matter to assess viability of preparation of motion to dismiss claim for breach of employment contract as barred by the statute of limitations in A.R.S. 12-541.
07/27/07	0.50	B. Cabisanca	Work on issues regarding Mani Verma lawsuit.
07/30/07	0.25	S. Ransom	Telephone call with Grant Moffit, discuss results of review of expert reports addressing whether plaintiff's claim in the Mani Verma matter is time barred.
07/31/07	0.50	S. Ransom	Draft letter to client in support of preparation of motion to dismiss breach of employment contract claim brought by Mani Verma on the basis that the claim is time barred by Arizona's statute of limitations.

TOTAL HOURS: 9.50

TOTAL SERVICES: \$ 3,030.00

DISBURSEMENT SUMMARY

Printing/duplicating-in-house	0.18
Telephone	30.77
TOTAL DISBURSEMENTS:	\$ 30.95

MATTER TOTAL

TOTAL SERVICES:	\$ 3,030.00
TOTAL DISBURSEMENTS:	\$ 30.95
TOTAL AMOUNT DUE FOR THIS MATTER:	\$ 3,060.95

PREVIOUS INVOICES OUTSTANDING AS OF THIS DATE

Invoice Number	Invoice Date	Amount Billed	Amount Paid	Balance Due
TOTAL:				\$ 0.00

D&G MINING LITIGATION**LEGAL SERVICES**

DATE	HOURS	TIMEKEEPER	NARRATIVE
08/02/07	1.50	S. Ransom	Legal research assessing merits of potential motion to dismiss on the basis of statute of limitations in light of client's arguable acknowledgment of the debt in writing.
08/06/07	4.90	S. Ransom	Review Arizona case law addressing estoppel of assertion of the statute of limitations defense; supplement letter to client detailing results of research regarding preparation of a dispositive motion to dispose of plaintiffs' breach of employment contract claims as time-barred; supplement legal memorandum detailing research pertaining to Arizona statute of limitations defense wherein there is evidence of defendant's acknowledgment of the debt either before or after the expiration of the statute of limitations.
08/07/07	1.25	S. Ransom	Telephone conference with Grant Moffat regarding results of research into veracity of statute of limitations defense; draft supplement letter to Eric Rodier and legal memorandum detailing results of research pertaining to statute of limitations defense as a bar to plaintiff's breach of employment contract claim.
08/13/07	0.50	S. Ransom	Supplement cover letter and memorandum addressing whether breach of employment contract claim is barred by the statute of limitations; draft e-mail to client providing update as to developments in case over the past month.
08/14/07	1.25	B. Cabianca	Work on memorandum regarding Verma statute of limitations issues.
08/14/07	1.00	S. Ransom	Confer with Brian Cabianca regarding memorandum; supplement and finalize memorandum and cover letter for submission to client.
08/20/07	0.50	J. Pouncey	Receive request from Sara Ransom regarding locating recorded Cancellation Agreement by AMT International Mining Corporation and AMT (USA), Inc.; research recordation documents at Maricopa County Recorder regarding entities and Amalgamet Canada; prepare response of no recorded documents recorded for any one of the named entities.
08/20/07	0.75	S. Ransom	Analyze Cancellation Agreement between AMT (USA) Inc., AMT International Mining Corporation and Amalgamet; confer with client regarding strategy to proceed with Amalgamet as a creditor in receivership proceedings.
08/28/07	0.25	S. Ransom	Leave message for Laurie of Public Storage requesting that she contact me to make arrangements to remove items from storage unit rented by AMT (USA), Inc.
08/29/07	0.25	S. Ransom	Conference call with Laurie of Public Storage regarding collecting AMT property from storage unit; draft authorization for courier to collect property.

TOTAL HOURS:**12.15**

TOTAL SERVICES: **\$ 3,397.25**

DISBURSEMENT SUMMARY

Online services - Lexis/Nexis	104.50
Postage	2.13
Printing/duplicating-in-house	8.64
Telephone	10.80
TOTAL DISBURSEMENTS:	\$ 126.07

MATTER TOTAL

TOTAL SERVICES:	\$ 3,397.25
TOTAL DISBURSEMENTS:	\$ 126.07
TOTAL AMOUNT DUE FOR THIS MATTER:	\$ 3,523.32

PREVIOUS INVOICES OUTSTANDING AS OF THIS DATE

Invoice Number	Invoice Date	Amount Billed	Amount Paid	Balance Due
8302361	08/28/07	\$ 3,060.95	\$ 0.00	\$ 3,060.95
TOTAL:				\$ 3,060.95

D&G MINING LITIGATION**LEGAL SERVICES**

DATE	HOURS	TIMEKEEPER	NARRATIVE
09/21/07	1.50	B. Cabianca	Review and analyze application for prejudgment garnishment and related documents; telephone conference with Eric Rodier and other regarding same; work on issues regarding potential bankruptcy filing.
09/21/07	1.50	J. Kroop	Strategy discussion with Sara Ransom regarding possible bankruptcy planning and related issues for AMT USA entity; preparations regarding possible bankruptcy filing for AMT USA.
09/21/07	3.00	S. Ransom	Research Arizona case law addressing standards for pre-judgment garnishment in preparation for conference call with clients; participate in conference call with Eric Rodier, Gilles Paquin, Grant Moffat, Julien Besisle, and Brian Cabianca; telephone conference with Jordan Kroop to discuss bankruptcy issues and determine whether client should be advised to file bankruptcy.
09/24/07	0.50	B. Cabianca	Work on issues regarding potential bankruptcy filing.
09/24/07	1.50	J. Kroop	Strategy conference call with Eric Rodier and Gilles Paquin regarding possible bankruptcy filing for AMT USA and related issues; telephone conference with Brian Cabianca regarding boxes of information pertaining to AMT USA.
09/24/07	1.00	S. Ransom	Participate in telephone conference with Eric Rodier, Gilles Paquin, Grant Moffat, and Jordan Kroop regarding client's options pertaining to filing for bankruptcy.
09/25/07	1.25	J. Kroop	Work on bankruptcy planning and information for Chapter 7 filing of AMT-USA; draft e-mail regarding same to Eric Rodier and Gilles Paquin.
10/01/07	0.50	J. Kroop	Discussion with Rebecca Revich regarding preparation for filing of Chapter 7 petition.
10/01/07	0.50	R. Revich	Discussion with Jordan Kroop regarding preparation of Chapter 7 filing.
10/02/07	1.00	K. Graves	Prepare Chapter 7 petition.
10/02/07	0.50	J. Kroop	Work on bankruptcy filing materials and issues with Rebecca Revich.
10/02/07	1.25	R. Revich	Prepare AMT USA's petition for bankruptcy with Karen Graves; conference with Jordan Kroop regarding same.

TOTAL HOURS: 14.00

TOTAL SERVICES: \$ 4,702.50

DISBURSEMENT SUMMARY

Delivery Services	VENDOR: Hot Shot Delivery Inc; INVOICE#: 59413; DATE: 8/12/2007.	215.50
Online services - Lexis/Nexis		67.00
Online services - Lexis/Nexis		37.50
Online services - Lexis/Nexis		7.25
Telephone		1.75
TOTAL DISBURSEMENTS:		\$ 329.00

MATTER TOTAL

TOTAL SERVICES:	\$ 4,702.50
TOTAL DISBURSEMENTS:	\$ 329.00
APPLIED CREDITS:	\$ (5,031.50)
TOTAL AMOUNT DUE FOR THIS MATTER:	\$ 0.00

PREVIOUS INVOICES OUTSTANDING AS OF THIS DATE

Invoice Number	Invoice Date	Amount Billed	Amount Paid	Balance Due
8406155	09/24/08	\$ 552.50	\$ 0.00	\$ 552.50
8413389	10/17/08	\$ 495.00	\$ 0.00	\$ 495.00
8421686	11/14/08	\$ 990.32	\$ 0.00	\$ 990.32
TOTAL:				\$ 2,037.82

D&G MINING LITIGATION**LEGAL SERVICES**

DATE	HOURS	TIMEKEEPER	NARRATIVE
10/01/07	0.25	B. Cabianca	Review and analyze writ of garnishment papers.
10/03/07	0.75	B. Cabianca	Review and analyze documents regarding attempted garnishment; telephone conference and letter to plaintiff's counsel regarding bankruptcy stay.
10/03/07	1.00	K. Graves	Finalize Chapter 7 petition and file with the court.
10/03/07	2.25	J. Kroop	Draft resolution in support of Chapter 7 filing for AMT USA and work with Eric Rodier on finalization of same; finalize bankruptcy petition and supporting documents; supervise filing of bankruptcy case for AMT USA; e-mail correspondence with Eric Rodier and Brian Cabianca regarding follow-up issues, and implications of bankruptcy filing for D&G litigation and writ of garnishment.
10/03/07	0.25	R. Revich	Prepare Chapter 7 filing for AMT USA with Karen Graves.
10/04/07	1.25	B. Cabianca	Prepare for telephonic hearing on writ of garnishment; telephone conferences with judge's staff regarding same; work on issues regarding issuing notice of bankruptcy on garnishee and plaintiff.
10/04/07	1.00	K. Graves	Prepare notice of filing bankruptcy and cover letter and forward to Pima County Superior Court for filing.
10/04/07	0.50	J. Kroop	Review notice of filing bankruptcy for filing in state court litigation matter; discuss same with Karen Graves.
10/08/07	0.75	R. Revich	Discussion with Karen Graves regarding Schedule B of Chapter 7 filing; review and summarize letter agreement for same.
10/09/07	1.00	K. Graves	Prepare initial draft of statements and schedules; work with Rebecca Revich regarding description of royalty agreement.
10/17/07	0.75	K. Graves	Prepare initial draft of statements and schedules for Jordan Kroop to review.
10/17/07	1.00	J. Kroop	Review and edit statement of financial affairs and schedules of assets and liabilities in preparation for filing of same with bankruptcy court.
10/18/07	1.50	K. Graves	Finalize and file statements and schedules with the court; initial draft of the ECF declaration.
10/18/07	0.50	J. Kroop	Review and revisions to statements and schedules in preparation for filing.

TOTAL HOURS: 12.75

TOTAL SERVICES: \$ 4,007.50

DISBURSEMENT SUMMARY

Delivery Services	VENDOR: Hot Shot Delivery Inc; INVOICE#: 60436; DATE: 8/31/2007.	311.75
Express Mail - Fedex	VENDOR: FEDERAL EXPRESS INVOICE#: 230424978 DATE: 10/8/2007 FedEx Delivery; Tracking Number: 720097941580; Send By: Graves, Karen SQUIRE SANDERS & DEMPSEY LLP; Shipped On: 10/04/2007; Shipped To: Clerk of Court, Pima County Superior Court; 110 W. Congress St., Tucson, AZ, 85701; Received On: 10/05/2007.	11.90
Faxes - Outgoing		40.50
Postage		1.16
Printing/duplicating-in-house		11.70
Telephone		3.68
TOTAL DISBURSEMENTS:		\$ 380.69

MATTER TOTAL

TOTAL SERVICES:	\$ 4,007.50
TOTAL DISBURSEMENTS:	\$ 380.69
TOTAL AMOUNT DUE FOR THIS MATTER:	\$ 4,388.19

PREVIOUS INVOICES OUTSTANDING AS OF THIS DATE

Invoice Number	Invoice Date	Amount Billed	Amount Paid	Balance Due
TOTAL:				\$ 0.00

D&G MINING LITIGATION

LEGAL SERVICES

DATE	HOURS	TIMEKEEPER	NARRATIVE
11/01/07	0.50	J. Kroop	Telephone conference with Eric Rodier regarding status of bankruptcy case and provision of information to trustee regarding payment from Redhawk, documents, and related issues.
11/02/07	0.75	J. Kroop	Brief status call with Eric Rodier regarding review of Redhawk agreement and status of Redhawk present value discussions; investigate status of documents pertaining to AMT USA in preparation for distribution to trustee.
11/07/07	0.25	S. Ransom	Confer with Jordan Kroop regarding preparation of inventory of categories of documents in our possession that may be provided to the Chapter 7 trustee for her or his review.
11/08/07	10.25	D. Hacker	Begin review of AMT documents and preparation of box inventory.
11/09/07	5.50	D. Hacker	Continue to review and inventory AMT records; office conference with Sara Ransom regarding documentation pertaining to the contract of Mani/Dominic Verma; review inventory of records for same and retrieve correspondence regarding a letter contract signed by Mani Verma with Sara Ransom.
11/27/07	1.25	D. Hacker	Office conferences with Sara Ransom regarding request for copies of various documents; prepare request for copy service; meet with Josh, Capitol Document Solutions, to review extent of request, cost and turn-around.
11/27/07	0.25	S. Ransom	Telephone conference with Eric Rodier regarding vendor estimate for copying costs of documents requested by Mr. Rodier.
11/28/07	0.75	D. Hacker	Meet with Josh, Capitol Document Solutions, to gather material to be copied.
TOTAL HOURS:			19.50
TOTAL SERVICES:			\$ 3,781.25

DISBURSEMENT SUMMARY

Miscellaneous	VENDOR: Bank of America; INVOICE#: 40786; DATE: 11/9/2007 - Filing fees.	299.00
Telephone		1.53

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12/11/07

RSM Richter Inc. / D&G Mining Litigation

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Invoice Number: 8334548

TOTAL DISBURSEMENTS: \$ 300.53

MATTER TOTAL

TOTAL SERVICES: \$ 3,781.25
TOTAL DISBURSEMENTS: \$ 300.53
TOTAL AMOUNT DUE FOR THIS MATTER: \$ 4,081.78

PREVIOUS INVOICES OUTSTANDING AS OF THIS DATE

Invoice Number	Invoice Date	Amount Billed	Amount Paid	Balance Due
8327520	11/21/07	\$ 4,388.19	\$ 0.00	\$ 4,388.19
TOTAL:				\$ 4,388.19

D&G MINING LITIGATION

LEGAL SERVICES

DATE	HOURS	TIMEKEEPER	NARRATIVE
12/03/07	0.50	D. Hacker	Work on issues regarding boxes of copies of AMT documents selected for copying by Eric Rodier.
12/04/07	0.50	D. Hacker	Office conference with Jordan Kroop to hold original documents for further direction from Steve Brown, counsel for the trustee; prepare letter to Eric Rodier transmitting copies of selected documents.
12/04/07	0.50	J. Kroop	Telephone conference with counsel for Chapter 7 trustee regarding scheduling of 341 meeting and related logistics, transfer of files; arrange for inventory delivery to counsel for Chapter 7 trustee.
12/05/07	0.25	D. Hacker	Correspond with Jordan Kroop and Sara Ransom to confirm delivery of client copies and invoice for same.
12/05/07	0.50	J. Kroop	Telephone conference with Eric Rodier regarding issues in preparation for 341 meeting of creditors.
12/06/07	0.25	D. Hacker	Receive request from Jordan Kroop for copy of the invoice from Capitol for the copying charges; forward same.
12/06/07	0.75	J. Kroop	Attend initial 341 meeting to advise trustee of continuance; confer with IRS representative regarding tax returns.
12/11/07	0.50	D. Hacker	Finalize letter to Eric Rodier regarding the AMT copies and invoice for same; office conference with Eva Tatum for copy of tracking sheet for the 11 boxes of copies for inclusion with the letter.
12/14/07	2.75	J. Kroop	Prepare for and attend 341 meeting of creditors with follow-up discussion with Eric Rodier and counsel for Chapter 7 trustee.
12/26/07	0.50	K. Graves	Receive notice of bar date for filing proofs of claims, calendar and advise appropriate parties.

TOTAL HOURS: 7.00

TOTAL SERVICES: \$ 2,377.50

DISBURSEMENT SUMMARY

Express Mail - Fedex	VENDOR: FEDERAL EXPRESS INVOICE#: 817711159 DATE: 12/18/2007 FedEx Delivery; Tracking Number: 720097946250; Send By: Phoenix Mailroom-SQUIRE SANDERS & DEMPSEY LLP; Shipped On: 12/10/2007; Shipped To: Erica Rodier, RMS Richter, Inc.; 2 Place Alexis Nihon Montreal, PQ, H3Z3C2; Received On: 12/12/2007.	511.83
Express Mail - Fedex	VENDOR: FEDERAL EXPRESS INVOICE#: 817711159 DATE: 12/18/2007 FedEx Delivery; Tracking Number: 720097946857; Send By: Hacker, Debra-SQUIRE SANDERS & DEMPSEY LLP; Shipped On: 12/11/2007; Shipped To: Erica Rodier, RSM Richter, Inc.; 2 Place Alexis Nihon #1820 Montreal, PQ, H3Z3C2; Received On: 12/12/2007.	21.50
Printing/duplicating-in-house		1.26
Telephone		6.27
TOTAL DISBURSEMENTS:		\$ 540.86

MATTER TOTAL

TOTAL SERVICES:	\$ 2,377.50
TOTAL DISBURSEMENTS:	\$ 540.86
TOTAL AMOUNT DUE FOR THIS MATTER:	\$ 2,918.36

PREVIOUS INVOICES OUTSTANDING AS OF THIS DATE

Invoice Number	Invoice Date	Amount Billed	Amount Paid	Balance Due
8327520	11/21/07	\$ 4,388.19	\$ 0.00	\$ 4,388.19
8334548	12/11/07	\$ 4,081.78	\$ 0.00	\$ 4,081.78
TOTAL:				\$ 8,469.97

D&G MINING LITIGATION

LEGAL SERVICES

DATE	HOURS	TIMEKEEPER	NARRATIVE
01/09/08	0.75	K. Graves	Finalize and file amendment to statement of financial affairs with the court.
01/15/08	0.25	J. Kroop	Exchange e-mails with counsel for Chapter 7 trustee regarding Redhawk agreement.
01/23/08	0.75	D. Hacker	Meet with Sara Ransom, Steve Brown and Karen Flann to discuss boxes of AMT Mining material; prepare letter to Steve Brown forwarding boxes selected during his review.
01/23/08	0.50	J. Kroop	Meet with counsel for trustee regarding review of AMT-USA materials and related issues.
01/23/08	0.50	S. Ransom	Provide counsel for the estate with boxes of documents regarding AMT (USA), Inc's business and discuss review of documents.

TOTAL HOURS: 2.75

TOTAL SERVICES: \$ 857.50

MATTER TOTAL

TOTAL SERVICES: \$ 857.50

TOTAL DISBURSEMENTS: \$ 0.00

TOTAL AMOUNT DUE FOR THIS MATTER: \$ 857.50

PREVIOUS INVOICES OUTSTANDING AS OF THIS DATE

Invoice Number	Invoice Date	Amount Billed	Amount Paid	Balance Due
8341506	01/17/08	\$ 2,918.36	\$ 0.00	\$ 2,918.36
TOTAL:				\$ 2,918.36

D&G MINING LITIGATION

LEGAL SERVICES

DATE	HOURS	TIMEKEEPER	NARRATIVE	
03/19/08	0.50	J. Kroop	Telephone conference with Eric Rodier regarding developments with Redhawk and related matters.	
TOTAL HOURS:				0.50
TOTAL SERVICES:				\$ 247.50

DISBURSEMENT SUMMARY

Delivery Services	VENDOR: Hot Shot Delivery Inc; INVOICE#: 64934; DATE: 1/27/2008.	8.08
Faxes - Outgoing		25.50
TOTAL DISBURSEMENTS:		\$ 33.58

MATTER TOTAL

TOTAL SERVICES:	\$ 247.50
TOTAL DISBURSEMENTS:	\$ 33.58
TOTAL AMOUNT DUE FOR THIS MATTER:	\$ 281.08

PREVIOUS INVOICES OUTSTANDING AS OF THIS DATE

Invoice Number	Invoice Date	Amount Billed	Amount Paid	Balance Due
8341506	01/17/08	\$ 2,918.36	\$ 0.00	\$ 2,918.36
8349838	02/21/08	\$ 857.50	\$ 0.00	\$ 857.50
TOTAL:				\$ 3,775.86

D&G MINING LITIGATION

LEGAL SERVICES

DATE	HOURS	TIMEKEEPER	NARRATIVE	
04/03/08	1.00	J. Kroop	Conference call with Steve Brown and Eric Rodier regarding Redhawk and tax return issues; follow-up telephone call with Eric Rodier regarding additional issues for review of AMT-USA avoidance actions.	
TOTAL HOURS:				1.00
TOTAL SERVICES:				\$ 495.00

DISBURSEMENT SUMMARY

Delivery Services	VENDOR: Hot Shot Delivery Inc INVOICE#: 67414 DATE: 4/15/2008.	10.20
Printing/duplicating-in-house		17.64
TOTAL DISBURSEMENTS:		\$ 27.84

MATTER TOTAL

TOTAL SERVICES:	\$ 495.00
TOTAL DISBURSEMENTS:	\$ 27.84
TOTAL AMOUNT DUE FOR THIS MATTER:	\$ 522.84

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05/27/08

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Invoice Number: 8375325

PREVIOUS INVOICES OUTSTANDING AS OF THIS DATE

Invoice Number	Invoice Date	Amount Billed	Amount Paid	Balance Due
8341506	01/17/08	\$ 2,918.36	\$ 0.00	\$ 2,918.36
8349838	02/21/08	\$ 857.50	\$ 0.00	\$ 857.50
8367248	04/24/08	\$ 281.08	\$ 0.00	\$ 281.08
TOTAL:				\$ 4,056.94

D&G MINING LITIGATION

LEGAL SERVICES

DATE	HOURS	TIMEKEEPER	NARRATIVE
07/21/08	1.00	S. Ransom	Review July 17, 2008 correspondence from opposing counsel, Joseph Watson, requesting documents from AMT(USA); research federal rule and federal standards pertaining to 2004 exams to evaluate AMT(USA)'s ability to contest a motion for a 2004 debtor's exam; leave message for Joseph Watson regarding his correspondence.
07/22/08	0.25	S. Ransom	Telephone conference with Joseph Watson regarding time frame and scope of documents requested in July 17, 2008 correspondence.
07/23/08	0.25	S. Ransom	Draft correspondence to client attaching July 17, 2008 correspondence from Joseph Watson and suggesting a conference call to evaluate options for responding to Mr. Watson's demands.
07/30/08	0.50	S. Ransom	Conference call with Eric Rodier regarding response to D&G Mining's request for documents.
07/31/08	0.50	S. Ransom	Confer with Jordan Kroop regarding strategy for proceeding with opposing party's request for documents; leave message for Joseph Watson.

TOTAL HOURS: 2.50

TOTAL SERVICES: \$ 762.50

DISBURSEMENT SUMMARY

Telephone	1.97
TOTAL DISBURSEMENTS:	\$ 1.97

SQUIRE, SANDERS & DEMPSEY L.L.P.

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Invoice Number: 8398010

MATTER TOTAL

TOTAL SERVICES:	\$ 762.50
TOTAL DISBURSEMENTS:	\$ 1.97
TOTAL AMOUNT DUE FOR THIS MATTER:	\$ 764.47

PREVIOUS INVOICES OUTSTANDING AS OF THIS DATE

Invoice Number	Invoice Date	Amount Billed	Amount Paid	Balance Due
TOTAL:				\$ 0.00

D&G MINING LITIGATION

LEGAL SERVICES

DATE	HOURS	TIMEKEEPER	NARRATIVE
08/01/08	0.25	S. Ransom	Update client regarding response to opposing parties' request for documents.
08/05/08	0.50	S. Ransom	Draft letter in response to July 17, 2008 correspondence from Joseph Watson, counsel for D&G Mining.
08/07/08	0.50	J. Kroop	Work on responsive letter to D&G counsel with Sarah Ransom.
08/07/08	0.25	S. Ransom	Supplement letter to Joseph Watson enclosing proof of claim and finalize to be sent out.

TOTAL HOURS: 1.50

TOTAL SERVICES: \$ 552.50

MATTER TOTAL

TOTAL SERVICES: \$ 552.50

TOTAL DISBURSEMENTS: \$ 0.00

TOTAL AMOUNT DUE FOR THIS MATTER: \$ 552.50

PREVIOUS INVOICES OUTSTANDING AS OF THIS DATE

Invoice Number	Invoice Date	Amount Billed	Amount Paid	Balance Due
TOTAL:				\$ 0.00

D&G MINING LITIGATION

LEGAL SERVICES

DATE	HOURS	TIMEKEEPER	NARRATIVE	
09/26/08	0.50	J. Kroop	Review issues pertaining to royalty payment from trustee's e-mail; forward same to Eric Rodier.	
09/29/08	0.50	J. Kroop	Telephone conference with Eric Rodier regarding strategies and issues with Red Hawk royalties and claims.	
TOTAL HOURS:				1.00
TOTAL SERVICES:				\$ 495.00

MATTER TOTAL

TOTAL SERVICES:	\$ 495.00
TOTAL DISBURSEMENTS:	\$ 0.00
TOTAL AMOUNT DUE FOR THIS MATTER:	\$ 495.00

PREVIOUS INVOICES OUTSTANDING AS OF THIS DATE

Invoice Number	Invoice Date	Amount Billed	Amount Paid	Balance Due
8406155	09/24/08	\$ 552.50	\$ 0.00	\$ 552.50
TOTAL:				\$ 552.50

D&G MINING LITIGATION

LEGAL SERVICES

DATE	HOURS	TIMEKEEPER	NARRATIVE	
10/02/08	0.50	J. Kroop	Review of status of management of Redhawk and implications for payments to AMT; forward e-mail regarding same to counsel for Chapter 7 trustee.	
10/17/08	0.50	J. Kroop	E-mail correspondence with Eric Rodier regarding development with negotiations with Redhawk and review of royalty agreement to ensure consistency.	
10/28/08	0.50	J. Kroop	Review order by state court on stay relief deadline; e-mail correspondence with Eric Rodier regarding same.	
10/30/08	0.50	J. Kroop	Review of stay relief order from state court hearing D&G Mining case and e-mail to Eric Rodier regarding same.	
TOTAL HOURS:				2.00
TOTAL SERVICES:				\$ 990.00

DISBURSEMENT SUMMARY

Court Costs	VENDOR: Pacer Service Ctr.; INVOICE#: 42845; DATE: 10/24/2008-Login ID # SS2429-K. Graves	0.32
TOTAL DISBURSEMENTS:		\$ 0.32

MATTER TOTAL

TOTAL SERVICES:	\$ 990.00
TOTAL DISBURSEMENTS:	\$ 0.32
TOTAL AMOUNT DUE FOR THIS MATTER:	\$ 990.32

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Invoice Number: 8421686

PREVIOUS INVOICES OUTSTANDING AS OF THIS DATE

Invoice Number	Invoice Date	Amount Billed	Amount Paid	Balance Due
8406155	09/24/08	\$ 552.50	\$ 0.00	\$ 552.50
8413389	10/17/08	\$ 495.00	\$ 0.00	\$ 495.00
TOTAL:				\$ 1,047.50

D&G MINING LITIGATION

LEGAL SERVICES

DATE	HOURS	TIMEKEEPER	NARRATIVE	
11/05/08	0.75	J. Kroop	Telephone conference with Eric Rodier and Steve Brown regarding strategies for negotiating a settlement with Redhawk, related issues.	
11/19/08	1.00	J. Kroop	Review and revisions to forbearance agreement with Redhawk; e-mail correspondence with Steve Brown regarding same.	
11/20/08	2.00	J. Kroop	Revisions to forbearance agreement; e-mail correspondence with Steve Brown regarding same; review of possible implications of forbearance on possible bankruptcy of Redhawk or other possibilities.	
11/24/08	0.75	J. Kroop	Finalize Redhawk agreement, sign, and confer with Steve Brown regarding execution and delivery.	
TOTAL HOURS:				4.50
TOTAL SERVICES:				\$ 2,227.50

DISBURSEMENT SUMMARY

Telephone	2.51
TOTAL DISBURSEMENTS:	\$ 2.51

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Invoice Number: 8431147

MATTER TOTAL

TOTAL SERVICES:	\$ 2,227.50
TOTAL DISBURSEMENTS:	\$ 2.51
APPLIED CREDITS:	\$ (299.00)
TOTAL AMOUNT DUE FOR THIS MATTER:	\$ 1,931.01

PREVIOUS INVOICES OUTSTANDING AS OF THIS DATE

Invoice Number	Invoice Date	Amount Billed	Amount Paid	Balance Due
8406155	09/24/08	\$ 552.50	\$ 0.00	\$ 552.50
8413389	10/17/08	\$ 495.00	\$ 0.00	\$ 495.00
8421686	11/14/08	\$ 990.32	\$ 0.00	\$ 990.32
TOTAL:				\$ 2,037.82

D&G MINING LITIGATION

LEGAL SERVICES

DATE	HOURS	TIMEKEEPER	NARRATIVE
07/13/09	0.25	S. Ransom	Confer with Jordan Kroop regarding subpoena issued to AMT International by counsel for the Chapter 7 Trustee.
07/14/09	0.50	S. Ransom	Review subpoena issued to AMT International; telephone conference with Karen Flaaen, paralegal for counsel for Chapter 7 Trustee, to discuss scope of subpoena to better delineate information sought; leave message for AMT (USA) contact Eric Rodier regarding subpoena.
07/17/09	0.50	J. Kroop	Confer with Sara Ransom and paralegal for Chapter 7 Trustee regarding documents pertaining to royalty payment receipts.
07/17/09	0.50	S. Ransom	Telephone conference with Steve Brown to inform him that we do not represent AMT International and request clarification regarding subpoena.
07/21/09	0.50	J. Kroop	Discuss subpoena and royalty issues with Eric Rodier.
07/22/09	0.50	J. Kroop	Telephone conference with counsel for Trustee regarding status of Red Hawk contract and related issues; confer with Sara Ransom regarding same; e-mail correspondence with Eric Rodier regarding same.
07/24/09	0.25	J. Kroop	Telephone conference with counsel for Chapter 7 Trustee regarding performance of Redhawk agreement and status.
07/28/09	0.50	D. Hacker	Conference with Sara Ransom to determine if any of the retained AMT material is post 2005; review the box summary to determine same and discuss with Sara Ransom; conduct further review of the Admin & Misc. Files (Non-Technical) box AMT Banking folder to confirm date of contents; correspond with Sara Ransom regarding same.
07/28/09	0.50	S. Ransom	Review prior correspondence and documents produced in AMT (USA) litigation and bankruptcy matters; draft e-mail to Eric Rodier attaching subpoena to AMT International, Inc. and providing background on documents disclosed to Trustee in AMT (USA) bankruptcy.

TOTAL HOURS FOR THIS MATTER: 4.00

TOTAL SERVICES: \$ 1,595.00

DISBURSEMENT SUMMARY

Telephone	1.13
TOTAL DISBURSEMENTS:	\$ 1.13

MATTER TOTAL

TOTAL SERVICES:	\$ 1,595.00
TOTAL DISBURSEMENTS:	\$ 1.13
TOTAL AMOUNT DUE FOR THIS MATTER:	\$ 1,596.13

PREVIOUS INVOICES OUTSTANDING AS OF THIS DATE

Invoice Number	Invoice Date	Amount Billed	Amount Paid	Balance Due
TOTAL:				\$ 0.00

D&G MINING LITIGATION

LEGAL SERVICES

DATE	HOURS	TIMEKEEPER	NARRATIVE
09/01/09	0.50	J. Kroop	Review of right-of-way agreement from Eric Rodier; e-mail correspondence with Eric Rodier and counsel for Chapter 7 trustee regarding same.

TOTAL HOURS FOR THIS MATTER: 0.50

TOTAL SERVICES: \$ 255.00

MATTER TOTAL

TOTAL SERVICES: \$ 255.00

TOTAL DISBURSEMENTS: \$ 0.00

TOTAL AMOUNT DUE FOR THIS MATTER: \$ 255.00

PREVIOUS INVOICES OUTSTANDING AS OF THIS DATE

Invoice Number	Invoice Date	Amount Billed	Amount Paid	Balance Due
TOTAL:				\$ 0.00

D&G MINING LITIGATION

LEGAL SERVICES

DATE	HOURS	TIMEKEEPER	NARRATIVE	
10/05/09	1.00	J. Kroop	Strategy discussion with Eric Rodier and Gilles Paquin regarding response and litigation strategy for AMT International avoidance action.	
10/14/09	0.50	J. Kroop	Strategy discussion with Eric Rodier regarding defense of AMT International suit.	
TOTAL HOURS FOR THIS MATTER:				1.50
TOTAL SERVICES:				\$ 765.00

DISBURSEMENT SUMMARY

Telephone	2.62
TOTAL DISBURSEMENTS:	\$ 2.62

MATTER TOTAL

TOTAL SERVICES:	\$ 765.00
TOTAL DISBURSEMENTS:	\$ 2.62
TOTAL AMOUNT DUE FOR THIS MATTER:	\$ 767.62

SQUIRE, SANDERS & DEMPSEY L.L.P.

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Invoice Number: 8513731

PREVIOUS INVOICES OUTSTANDING AS OF THIS DATE

Invoice Number	Invoice Date	Amount Billed	Amount Paid	Balance Due
TOTAL:				\$ 0.00

AMT INTERNATIONAL

LEGAL SERVICES

DATE	HOURS	TIMEKEEPER	NARRATIVE	
10/29/09	0.30	J. Kroop	E-mail correspondence with Eric Rodier and Steve Brown regarding Redhawk payment proposal and related issues.	
TOTAL HOURS FOR THIS MATTER:				0.30
TOTAL SERVICES:				\$ 153.00

MATTER TOTAL

TOTAL SERVICES:	\$ 153.00
TOTAL DISBURSEMENTS:	\$ 0.00
TOTAL AMOUNT DUE FOR THIS MATTER:	\$ 153.00

PREVIOUS INVOICES OUTSTANDING AS OF THIS DATE

Invoice Number	Invoice Date	Amount Billed	Amount Paid	Balance Due
TOTAL:				\$ 0.00

D&G MINING LITIGATION

LEGAL SERVICES

DATE	HOURS	TIMEKEEPER	NARRATIVE
01/08/10	0.25	S. Ransom	Identify Canadian order appointing RSM Richter as receiver of AMT International.

TOTAL HOURS FOR THIS MATTER: 0.25

TOTAL SERVICES: \$ 91.25

DISBURSEMENT SUMMARY

Telephone 2.74

TOTAL DISBURSEMENTS: \$ 2.74

MATTER TOTAL

TOTAL SERVICES: \$ 91.25

TOTAL DISBURSEMENTS: \$ 2.74

TOTAL AMOUNT DUE FOR THIS MATTER: \$ 93.99

PREVIOUS INVOICES OUTSTANDING AS OF THIS DATE

Invoice Number	Invoice Date	Amount Billed	Amount Paid	Balance Due
TOTAL:				\$ 0.00

AMT INTERNATIONAL

LEGAL SERVICES

DATE	HOURS	TIMEKEEPER	NARRATIVE	
03/19/10	0.20	J. Kroop	Review Redhawk proposal letter sent to Eric Rodier.	
03/23/10	0.60	J. Kroop	Strategy conference call with Eric Rodier and Grant Moffett.	
03/29/10	0.30	J. Kroop	E-mail correspondence with Eric Rodier regarding developments pertaining to Redhawk.	
03/31/10	0.50	J. Kroop	Strategy conference call with Eric Rodier and Grant Moffett regarding Redhawk negotiations.	
TOTAL HOURS FOR THIS MATTER:				1.60
TOTAL SERVICES:				\$ 880.00

DISBURSEMENT SUMMARY

Telephone	0.35
TOTAL DISBURSEMENTS:	\$ 0.35

MATTER TOTAL

TOTAL SERVICES:	\$ 880.00
TOTAL DISBURSEMENTS:	\$ 0.35
TOTAL AMOUNT DUE FOR THIS MATTER:	\$ 880.35

SQUIRE, SANDERS & DEMPSEY L.L.P.

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04/14/10

RSM Richter Inc. / AMT International

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Invoice Number: 8547370

PREVIOUS INVOICES OUTSTANDING AS OF THIS DATE

Invoice Number	Invoice Date	Amount Billed	Amount Paid	Balance Due
TOTAL:				\$ 0.00

AMT INTERNATIONAL

LEGAL SERVICES

DATE	HOURS	TIMEKEEPER	NARRATIVE
04/21/10	0.30	J. Kroop	E-mail correspondence with Eric Rodier regarding Redhawk negotiations; telephone message to Steve Brown regarding same.

TOTAL HOURS FOR THIS MATTER: 0.30

TOTAL SERVICES: \$ 165.00

MATTER TOTAL

TOTAL SERVICES: \$ 165.00

TOTAL DISBURSEMENTS: \$ 0.00

TOTAL AMOUNT DUE FOR THIS MATTER: \$ 165.00

PREVIOUS INVOICES OUTSTANDING AS OF THIS DATE

Invoice Number	Invoice Date	Amount Billed	Amount Paid	Balance Due
8547370	04/14/10	\$ 880.35	\$ 0.00	\$ 880.35
TOTAL:				\$ 880.35

AMT INTERNATIONAL

LEGAL SERVICES

DATE	HOURS	TIMEKEEPER	NARRATIVE
06/16/10	1.10	J. Kroop	Strategy conference call with Eric Rodier and Grant Moffitt regarding avoidance action, settlement of claims, and Redhawk negotiations, related issues; telephone conference with counsel for trustee regarding same.
06/22/10	1.20	J. Kroop	Attend status hearing on avoidance action and related issues; discuss same with counsel for trustee.
TOTAL HOURS FOR THIS MATTER:			2.30
TOTAL SERVICES:			\$ 1,265.00

MATTER TOTAL

TOTAL SERVICES:	\$ 1,265.00
TOTAL DISBURSEMENTS:	\$ 0.00
TOTAL AMOUNT DUE FOR THIS MATTER:	\$ 1,265.00

PREVIOUS INVOICES OUTSTANDING AS OF THIS DATE

Invoice Number	Invoice Date	Amount Billed	Amount Paid	Balance Due
8547370	04/14/10	\$ 880.35	\$ 0.00	\$ 880.35
8553365	05/11/10	\$ 165.00	\$ 0.00	\$ 165.00
TOTAL:				\$ 1,045.35

AMT INTERNATIONAL

LEGAL SERVICES

DATE	HOURS	TIMEKEEPER	NARRATIVE	
07/12/10	0.40	J. Kroop	E-mail correspondence with counsel for trustee and Eric Rodier regarding scheduling of conference call to discuss case resolution issues.	
07/13/10	0.50	J. Kroop	Telephone conference with Eric Rodier regarding strategies and issues for discussion with trustee tomorrow.	
07/20/10	1.40	J. Kroop	Extensive discussion with Steve Brown, Eric Rodier, and Grant Moffett regarding Redhawk negotiations and settlement discussions pertaining to avoidance action.	
07/28/10	0.30	J. Kroop	Review of latest negotiation terms with Redhawk.	
TOTAL HOURS FOR THIS MATTER:				2.60
TOTAL SERVICES:				\$ 1,430.00

MATTER TOTAL

TOTAL SERVICES:	\$ 1,430.00
TOTAL DISBURSEMENTS:	\$ 0.00
TOTAL AMOUNT DUE FOR THIS MATTER:	\$ 1,430.00

PREVIOUS INVOICES OUTSTANDING AS OF THIS DATE

Invoice Number	Invoice Date	Amount Billed	Amount Paid	Balance Due
8547370	04/14/10	\$ 880.35	\$ 0.00	\$ 880.35
8553365	05/11/10	\$ 165.00	\$ 0.00	\$ 165.00
8568336	07/14/10	\$ 1,265.00	\$ 0.00	\$ 1,265.00
TOTAL:				\$ 2,310.35

AMT INTERNATIONAL

LEGAL SERVICES

DATE	HOURS	TIMEKEEPER	NARRATIVE
08/26/10	0.30	J. Kroop	E-mail correspondence with counsel for Chapter 7 trustee regarding preference action and related issues; review status of resolution of Redhawk agreement and e-mail correspondence with Eric Rodier regarding same.
08/27/10	1.40	J. Kroop	Telephone conference with Eric Rodier regarding status of negotiations and issues pertaining to Redhawk and documentation for attempted settlement of preference action; initial collection of materials regarding settlement of preference action.

TOTAL HOURS FOR THIS MATTER: 1.70

TOTAL SERVICES: \$ 935.00

MATTER TOTAL

TOTAL SERVICES: \$ 935.00

TOTAL DISBURSEMENTS: \$ 0.00

TOTAL AMOUNT DUE FOR THIS MATTER: \$ 935.00

PREVIOUS INVOICES OUTSTANDING AS OF THIS DATE

Invoice Number	Invoice Date	Amount Billed	Amount Paid	Balance Due
8547370	04/14/10	\$ 880.35	\$ 0.00	\$ 880.35
8553365	05/11/10	\$ 165.00	\$ 0.00	\$ 165.00
8568336	07/14/10	\$ 1,265.00	\$ 0.00	\$ 1,265.00
8574685	08/12/10	\$ 1,430.00	\$ 0.00	\$ 1,430.00
TOTAL:				\$ 3,740.35

AMT INTERNATIONAL

LEGAL SERVICES

DATE	HOURS	TIMEKEEPER	NARRATIVE
09/07/10	1.90	J. Kroop	Review draft of sale agreement with Redhawk in preparation for conference call with Steve Brown and Eric Rodier; participate in conference call regarding same; continued work on obtaining security interest documentation.
09/24/10	0.80	J. Kroop	Work on compiling material for trustee to resolve preference action; e-mail correspondence with co-counsel regarding same.
09/29/10	0.80	J. Kroop	Review of motion to approve sale of royalty stream and related pleadings; review of status of preference settlement.

TOTAL HOURS FOR THIS MATTER: 3.50

TOTAL SERVICES: \$ 1,925.00

MATTER TOTAL

TOTAL SERVICES: \$ 1,925.00

TOTAL DISBURSEMENTS: \$ 0.00

TOTAL AMOUNT DUE FOR THIS MATTER: \$ 1,925.00

SQUIRE, SANDERS & DEMPSEY L.L.P.

088807.00003

10/13/10

RSM Richter Inc. / AMT International

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Invoice Number: 8589239

PREVIOUS INVOICES OUTSTANDING AS OF THIS DATE

Invoice Number	Invoice Date	Amount Billed	Amount Paid	Balance Due
8547370	04/14/10	\$ 880.35	\$ 0.00	\$ 880.35
8553365	05/11/10	\$ 165.00	\$ 0.00	\$ 165.00
8568336	07/14/10	\$ 1,265.00	\$ 0.00	\$ 1,265.00
8574685	08/12/10	\$ 1,430.00	\$ 0.00	\$ 1,430.00
8583548	09/21/10	\$ 935.00	\$ 0.00	\$ 935.00
TOTAL:				\$4,675.35

AMT INTERNATIONAL

LEGAL SERVICES

DATE	HOURS	TIMEKEEPER	NARRATIVE	
10/12/10	1.50	J. Kroop	Review of analysis from Steve Brown on preference action and research into same.	
10/25/10	0.30	J. Kroop	E-mail correspondence with Eric Rodier regarding status of settlement discussions with Steve Brown concerning preference action and new information provided.	
10/26/10	1.20	J. Kroop	Confer with Steve Brown regarding terms of settlement of preference action; attend hearing on same.	
10/27/10	0.80	J. Kroop	Consider settlement terms in e-mail from Steve Brown in light of announced deal in principal for settlement of preference complaint.	
10/31/10	0.20	J. Kroop	Review of terms of settlement on preference action.	
TOTAL HOURS FOR THIS MATTER:				4.00
TOTAL SERVICES:				\$ 2,200.00

MATTER TOTAL

TOTAL SERVICES:	\$ 2,200.00
TOTAL DISBURSEMENTS:	\$ 0.00
TOTAL AMOUNT DUE FOR THIS MATTER:	\$ 2,200.00

SQUIRE, SANDERS & DEMPSEY L.L.P.

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11/10/10

RSM Richter Inc. / AMT International

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Invoice Number: 8595939

PREVIOUS INVOICES OUTSTANDING AS OF THIS DATE

Invoice Number	Invoice Date	Amount Billed	Amount Paid	Balance Due
8547370	04/14/10	\$ 880.35	\$ 0.00	\$ 880.35
8553365	05/11/10	\$ 165.00	\$ 0.00	\$ 165.00
8568336	07/14/10	\$ 1,265.00	\$ 0.00	\$ 1,265.00
8574685	08/12/10	\$ 1,430.00	\$ 0.00	\$ 1,430.00
8583548	09/21/10	\$ 935.00	\$ 0.00	\$ 935.00
8589239	10/13/10	\$ 1,925.00	\$ 0.00	\$ 1,925.00
TOTAL:				\$ 6,600.35

AMT INTERNATIONAL

LEGAL SERVICES

DATE	HOURS	TIMEKEEPER	NARRATIVE	
11/15/10	1.10	J. Kroop	Review of proposed settlement motion and order, related materials; communicate with client regarding same; telephone conference with trustee counsel regarding same.	
TOTAL HOURS FOR THIS MATTER:				1.10
TOTAL SERVICES:				\$ 605.00

MATTER TOTAL

TOTAL SERVICES:	\$ 605.00
TOTAL DISBURSEMENTS:	\$ 0.00
TOTAL AMOUNT DUE FOR THIS MATTER:	\$ 605.00

PREVIOUS INVOICES OUTSTANDING AS OF THIS DATE

Invoice Number	Invoice Date	Amount Billed	Amount Paid	Balance Due
8595939	11/10/10	\$ 2,200.00	\$ 0.00	\$ 2,200.00
TOTAL:				\$ 2,200.00

AMT INTERNATIONAL**LEGAL SERVICES**

DATE	HOURS	TIMEKEEPER	NARRATIVE
12/08/10	0.50	J. Kroop	Initial review of objection to settlement filed by Verma.
12/14/10	0.50	J. Kroop	Review of correspondence between Verma's counsel and trustee's counsel regarding proceeding on settlement objection; e-mail correspondence with Eric Rodier regarding same.
12/20/10	0.70	J. Kroop	Review objection to settlement and related issues.

TOTAL HOURS FOR THIS MATTER: 1.70

TOTAL SERVICES: \$ 935.00

MATTER TOTAL

TOTAL SERVICES: \$ 935.00

TOTAL DISBURSEMENTS: \$ 0.00

TOTAL AMOUNT DUE FOR THIS MATTER: \$ 935.00

PREVIOUS INVOICES OUTSTANDING AS OF THIS DATE

Invoice Number	Invoice Date	Amount Billed	Amount Paid	Balance Due
8595939	11/10/10	\$ 2,200.00	\$ 0.00	\$ 2,200.00
8602663	12/09/10	\$ 605.00	\$ 0.00	\$ 605.00
TOTAL:				\$ 2,805.00

AMT INTERNATIONAL**LEGAL SERVICES**

DATE	HOURS	TIMEKEEPER	NARRATIVE
01/04/11	0.30	J. Kroop	E-mail correspondence with counsel for trustee and Eric Rodier regarding various issues pertaining to objection to settlement.
01/06/11	1.10	J. Kroop	Strategy conference call with Eric Rodier, Canadian counsel, and Steve Brown regarding settlement motion objection and response.
01/10/11	0.40	J. Kroop	Review of correspondence between trustee and objecting party regarding possible discovery or resolution of objection to settlement.
01/11/11	4.50	B. Cosman	Prepare response to Verma's objection to settlement.
01/11/11	0.20	K. Hutchison	Pull trustee's motion to approve settlement with AMT and provide requested document numbers to Brad Cosman.
01/11/11	0.50	J. Kroop	Confer with Brad Cosman regarding research and writing for response to objection to settlement.
01/12/11	2.30	B. Cosman	Continue preparation of response to Verma's objection to settlement.
01/13/11	0.20	B. Cosman	Revise response to Verma objection.
01/13/11	1.50	J. Kroop	Draft and revise briefing in support of settlement; confer with client regarding same.
01/14/11	0.20	B. Cosman	Coordinate filing of response.
01/14/11	0.60	K. Graves	File and serve objection to settlement agreement.
01/14/11	1.40	J. Kroop	Review and revise brief in support of settlement agreement; review and comment to Steve Brown on trustee's brief regarding same.
01/19/11	1.20	B. Cosman	Attend hearing regarding approval of settlement.

01/19/11	2.60	J. Kroop	Prepare for and attend hearing on approval of preference settlement; follow-up meeting with counsel for trustee regarding same.
01/20/11	0.50	J. Kroop	Review proposed form of order regarding approval of settlement.
01/21/11	0.40	J. Kroop	Review proposed order approving settlement and e-mail correspondence with counsel for trustee regarding same.

TOTAL HOURS FOR THIS MATTER: 17.90

TOTAL SERVICES: \$ 7,644.00

DISBURSEMENT SUMMARY

Online services - Lexis/Nexis	291.60
Online services - Lexis/Nexis	22.50
Online services - Lexis/Nexis	6.53
TOTAL DISBURSEMENTS:	\$ 320.63

MATTER TOTAL

TOTAL SERVICES:	\$ 7,644.00
TOTAL DISBURSEMENTS:	\$ 320.63
TOTAL AMOUNT DUE FOR THIS MATTER:	\$ 7,964.63

SQUIRE, SANDERS & DEMPSEY (US) LLP

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02/14/11

RSM Richter Inc. / AMT International

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Invoice Number: 8616513

PREVIOUS INVOICES OUTSTANDING AS OF THIS DATE

Invoice Number	Invoice Date	Amount Billed	Amount Paid	Balance Due
8595939	11/10/10	\$ 2,200.00	\$ 0.00	\$ 2,200.00
8602663	12/09/10	\$ 605.00	\$ 0.00	\$ 605.00
8610657	01/14/11	\$ 935.00	\$ 0.00	\$ 935.00
TOTAL:				\$ 3,740.00

AMT INTERNATIONAL

LEGAL SERVICES

DATE	HOURS	TIMEKEEPER	NARRATIVE	
03/09/11	1.10	J. Kroop	Work with counsel for trustee on review of documents and related matters pertaining to attempt to finally resolve demands for investigation of estate causes of action against receiver.	
03/10/11	0.20	J. Kroop	Continued logistics for review of AMT(USA) documents by trustee counsel.	
TOTAL HOURS FOR THIS MATTER:				1.30
TOTAL SERVICES:				\$ 754.00

DISBURSEMENT SUMMARY

Telephone	4.15
TOTAL DISBURSEMENTS:	\$ 4.15

MATTER TOTAL

TOTAL SERVICES:	\$ 754.00
TOTAL DISBURSEMENTS:	\$ 4.15
TOTAL AMOUNT DUE FOR THIS MATTER:	\$ 758.15

SQUIRE, SANDERS & DEMPSEY (US) LLP

088807.00003

04/14/11

RSM Richter Inc. / AMT International

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Invoice Number: 8628595

PREVIOUS INVOICES OUTSTANDING AS OF THIS DATE

Invoice Number	Invoice Date	Amount Billed	Amount Paid	Balance Due
8595939	11/10/10	\$ 2,200.00	\$ 0.00	\$ 2,200.00
8602663	12/09/10	\$ 605.00	\$ 0.00	\$ 605.00
8610657	01/14/11	\$ 935.00	\$ 0.00	\$ 935.00
8616513	02/14/11	\$ 7,964.63	\$ 0.00	\$ 7,964.63
TOTAL:				\$ 11,704.63

08/17/11

RSM Richter Inc. / AMT International

Page 1

Invoice Number: 8653960

AMT INTERNATIONAL**LEGAL SERVICES**

DATE	HOURS	TIMEKEEPER	NARRATIVE	
07/21/11	0.50	J. Kroop	Telephone conference with Eric Rodier regarding status of resolution of Chapter 7 case and related issues; telephone message to Steve Brown regarding same.	
07/22/11	0.40	J. Kroop	E-mail correspondence with Steve Brown regarding status of review of claims and possible next steps.	
TOTAL HOURS FOR THIS MATTER:				0.90
TOTAL SERVICES:				\$ 522.00

DISBURSEMENT SUMMARY

Telephone	6.83
TOTAL DISBURSEMENTS:	\$ 6.83

MATTER TOTAL

TOTAL SERVICES:	\$ 522.00
TOTAL DISBURSEMENTS:	\$ 6.83
TOTAL AMOUNT DUE FOR THIS MATTER:	\$ 528.83

SQUIRE, SANDERS & DEMPSEY (US) LLP

088807.00003

08/17/11

RSM Richter Inc. / AMT International

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Invoice Number: 8653960

PREVIOUS INVOICES OUTSTANDING AS OF THIS DATE

Invoice Number	Invoice Date	Amount Billed	Amount Paid	Balance Due
8595939	11/10/10	\$ 2,200.00	\$ 0.00	\$ 2,200.00
8602663	12/09/10	\$ 605.00	\$ 0.00	\$ 605.00
8610657	01/14/11	\$ 935.00	\$ 0.00	\$ 935.00
8616513	02/14/11	\$ 7,964.63	\$ 0.00	\$ 7,964.63
8628595	04/14/11	\$ 758.15	\$ 0.00	\$ 758.15
TOTAL:				\$ 12,462.78

AMT INTERNATIONAL

LEGAL SERVICES

DATE	HOURS	TIMEKEEPER	NARRATIVE
08/17/11	1.30	J. Kroop	Review and analyze D&G Mining opening of adversary proceeding; e-mail correspondence with Eric Rodier regarding same; e-mail correspondence with Steve Brown regarding same and reasons for trustee's decision to take no action and resulting attempt by D&G.
08/24/11	2.50	J. Kroop	Receive and review complaint and request for production from D&G Mining; forward same to Eric Rodier; initial investigation into legal underpinnings of recharacterization of debt; confer with Kristin Richner regarding same.
08/29/11	2.00	J. Kroop	Review complaint and request for production received from D&G counsel; strategy conference call with Eric Rodier regarding possible responses to same; follow-up call with Kristin Richner regarding same.

TOTAL HOURS FOR THIS MATTER: 5.80

TOTAL SERVICES: \$ 3,364.00

MATTER TOTAL

TOTAL SERVICES: \$ 3,364.00

TOTAL DISBURSEMENTS: \$ 0.00

TOTAL AMOUNT DUE FOR THIS MATTER: \$ 3,364.00

SQUIRE, SANDERS & DEMPSEY (US) LLP

088807.00003

09/15/11

RSM Richter Inc. / AMT International

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Invoice Number: 8659875

PREVIOUS INVOICES OUTSTANDING AS OF THIS DATE

Invoice Number	Invoice Date	Amount Billed	Amount Paid	Balance Due
8595939	11/10/10	\$ 2,200.00	\$ 0.00	\$ 2,200.00
8602663	12/09/10	\$ 605.00	\$ 0.00	\$ 605.00
8610657	01/14/11	\$ 935.00	\$ 0.00	\$ 935.00
8616513	02/14/11	\$ 7,964.63	\$ 0.00	\$ 7,964.63
8628595	04/14/11	\$ 758.15	\$ 0.00	\$ 758.15
8653960	08/17/11	\$ 528.83	\$ 0.00	\$ 528.83
TOTAL:				\$ 12,991.61

AMT INTERNATIONAL**LEGAL SERVICES**

DATE	HOURS	TIMEKEEPER	NARRATIVE
08/24/11	0.50	K. Richner	Review complaint from D&G and review and respond to Jordan Kroop e-mail.
08/25/11	0.80	K. Richner	Conference with Jordan Kroop about complaint of D&G Mining, and review complaint in detail.
08/29/11	1.00	K. Richner	Review materials and conference with client regarding complaint of D&G.
09/02/11	0.30	K. Richner	Conference with Jordan Kroop and counsel for D&G Mining regarding complaint.
09/12/11	0.40	J. Kroop	E-mail correspondence with Eric Rodier regarding discussions with counsel for D&G and possible next steps.
09/26/11	0.30	J. Kroop	Telephone conference with Kristin Richner regarding status and telephone message to counsel for D&G.

TOTAL HOURS FOR THIS MATTER: 3.30

TOTAL SERVICES: \$ 1,498.00

DISBURSEMENT SUMMARY

Telephone 0.78

TOTAL DISBURSEMENTS: \$ 0.78

SQUIRE, SANDERS & DEMPSEY (US) LLP

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RSM Richter Inc. / AMT International

Page 2

Invoice Number: 8665641

MATTER TOTAL

TOTAL SERVICES:	\$ 1,498.00
TOTAL DISBURSEMENTS:	\$ 0.78
TOTAL AMOUNT DUE FOR THIS MATTER:	\$ 1,498.78

PREVIOUS INVOICES OUTSTANDING AS OF THIS DATE

Invoice Number	Invoice Date	Amount Billed	Amount Paid	Balance Due
8595939	11/10/10	\$ 2,200.00	\$ 0.00	\$ 2,200.00
8602663	12/09/10	\$ 605.00	\$ 0.00	\$ 605.00
8610657	01/14/11	\$ 935.00	\$ 0.00	\$ 935.00
8616513	02/14/11	\$ 7,964.63	\$ 0.00	\$ 7,964.63
8628595	04/14/11	\$ 758.15	\$ 0.00	\$ 758.15
8653960	08/17/11	\$ 528.83	\$ 0.00	\$ 528.83
8659875	09/15/11	\$ 3,364.00	\$ 0.00	\$ 3,364.00
TOTAL:				\$ 16,355.61

AMT INTERNATIONAL

LEGAL SERVICES

DATE	HOURS	TIMEKEEPER	NARRATIVE	
10/03/11	0.20	J. Kroop	Receive and review summons for D&G complaint and review accompanying letter.	
TOTAL HOURS FOR THIS MATTER:				0.20
TOTAL SERVICES:				\$ 116.00

MATTER TOTAL

TOTAL SERVICES:	\$ 116.00
TOTAL DISBURSEMENTS:	\$ 0.00
TOTAL AMOUNT DUE FOR THIS MATTER:	\$ 116.00

SQUIRE, SANDERS & DEMPSEY (US) LLP

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11/09/11

RSM Richter Inc. / AMT International

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Invoice Number: 8671750

PREVIOUS INVOICES OUTSTANDING AS OF THIS DATE

Invoice Number	Invoice Date	Amount Billed	Amount Paid	Balance Due
8595939	11/10/10	\$ 2,200.00	\$ 0.00	\$ 2,200.00
8602663	12/09/10	\$ 605.00	\$ 0.00	\$ 605.00
8610657	01/14/11	\$ 935.00	\$ 0.00	\$ 935.00
8616513	02/14/11	\$ 7,964.63	\$ 0.00	\$ 7,964.63
8628595	04/14/11	\$ 758.15	\$ 0.00	\$ 758.15
8653960	08/17/11	\$ 528.83	\$ 0.00	\$ 528.83
8659875	09/15/11	\$ 3,364.00	\$ 0.00	\$ 3,364.00
8665641	10/13/11	\$ 1,498.78	\$ 0.00	\$ 1,498.78
TOTAL:				\$ 17,854.39

AMT INTERNATIONAL

LEGAL SERVICES

DATE	HOURS	TIMEKEEPER	NARRATIVE
12/16/11	1.40	J. Kroop	Receive and review settlement proposal letter from counsel for D&G; review background documents regarding implications of economic features of offer; e-mail correspondence with Eric Rodier regarding same.
12/20/11	4.70	J. Kroop	Telephone conference with Eric Rodier and Grant Moffat regarding settlement strategies, issues, and other concerns with D&G; draft responsive letter to counsel for D&G and e-mail same to client for comments; research documents probably reviewed by D&G to determine any equitable subordination basis; brief review of case law regarding same.
12/22/11	0.70	J. Kroop	Receive and review letter from D&G counsel regarding offering documents for initial capitalization of AMT(USA).
12/23/11	0.50	J. Kroop	Edit and finalize letter to counsel for D&G.
TOTAL HOURS FOR THIS MATTER:			7.30
TOTAL SERVICES:			\$ 4,234.00

DISBURSEMENT SUMMARY

Postage	0.44
TOTAL DISBURSEMENTS:	\$ 0.44

SQUIRE SANDERS (US) LLP

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01/25/12

RSM Richter Inc. / AMT International

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Invoice Number: 8686241

MATTER TOTAL

TOTAL SERVICES:	\$ 4,234.00
TOTAL DISBURSEMENTS:	\$ 0.44
TOTAL AMOUNT DUE FOR THIS MATTER:	\$ 4,234.44

PREVIOUS INVOICES OUTSTANDING AS OF THIS DATE

Invoice Number	Invoice Date	Amount Billed	Amount Paid	Balance Due
TOTAL:				\$ 0.00

SQUIRE SANDERS (US) LLP

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02/16/12

RSM Richter Inc. / AMT International

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Invoice Number: 8692336

AMT INTERNATIONAL

LEGAL SERVICES

DATE	HOURS	TIMEKEEPER	NARRATIVE
01/11/12	0.30	J. Kroop	Receive and review brief response for D&G's lawyer regarding need for more time to respond to settlement proposal; e-mail to Eric Rodier regarding same.

TOTAL HOURS FOR THIS MATTER: 0.30

TOTAL SERVICES: \$ 183.00

MATTER TOTAL

TOTAL SERVICES: \$ 183.00

TOTAL DISBURSEMENTS: \$ 0.00

TOTAL AMOUNT DUE FOR THIS MATTER: \$ 183.00

PREVIOUS INVOICES OUTSTANDING AS OF THIS DATE

Invoice Number	Invoice Date	Amount Billed	Amount Paid	Balance Due
8686241	01/25/12	\$ 4,234.44	\$ 0.00	\$ 4,234.44
TOTAL:				\$ 4,234.44

SQUIRE SANDERS (US) LLP

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03/13/12

RSM Richter Inc. / AMT International

Page 1

Invoice Number: 8697431

AMT INTERNATIONAL

LEGAL SERVICES

DATE	HOURS	TIMEKEEPER	NARRATIVE	
02/15/12	0.40	J. Kroop	Receive and review latest proposal letter from counsel for D&G; comment on same in e-mail to client.	
02/16/12	1.30	J. Kroop	Strategy conference call with Eric Rodier and Grant Moffet, with Kristin Richner regarding latest developments and possible settlement methods; follow-up telephone conference with Eric Rodier regarding same and authority from client to negotiate up to 25% of estate for other creditors.	
02/21/12	0.50	J. Kroop	Draft letter to D&G counsel regarding continued settlement discussions.	
TOTAL HOURS FOR THIS MATTER:				2.20
TOTAL SERVICES:				\$ 1,342.00

DISBURSEMENT SUMMARY

Telephone	57.05
TOTAL DISBURSEMENTS:	\$ 57.05

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03/13/12

RSM Richter Inc. / AMT International

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Invoice Number: 8697431

MATTER TOTAL

TOTAL SERVICES:	\$ 1,342.00
TOTAL DISBURSEMENTS:	\$ 57.05
TOTAL AMOUNT DUE FOR THIS MATTER:	\$ 1,399.05

PREVIOUS INVOICES OUTSTANDING AS OF THIS DATE

Invoice Number	Invoice Date	Amount Billed	Amount Paid	Balance Due
8686241	01/25/12	\$ 4,234.44	\$ 0.00	\$ 4,234.44
8692336	02/16/12	\$ 183.00	\$ 0.00	\$ 183.00
TOTAL:				\$ 4,417.44

SQUIRE SANDERS (US) LLP

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04/09/12

RSM Richter Inc. / AMT International

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Invoice Number: 8701759

AMT INTERNATIONAL

LEGAL SERVICES

DATE	HOURS	TIMEKEEPER	NARRATIVE
02/16/12	1.00	K. Richner	Review materials from plaintiff's counsel; attend conference call with client regarding strategy.
03/13/12	0.30	J. Kroop	E-mail correspondence with Eric Rodier regarding status of dealings with D&G counsel and need for motion to dismiss complaint.
03/14/12	0.50	J. Kroop	Confer with Eric Rodier regarding next step of preparing draft of motion to dismiss complaint.
03/15/12	0.40	J. Kroop	Confer with Kristin Richner regarding drafting of motion to dismiss complaint.
03/15/12	6.00	K. Richner	Conference with Jordan Kroop regarding motion to dismiss and legal grounds for dismissal; begin research on equitable subordination by conversion of debt to equity; begin drafting motion to dismiss.
03/16/12	2.00	K. Richner	Continue drafting motion to dismiss.
03/28/12	2.20	J. Kroop	Review and revise motion to dismiss complaint, with case law research regarding equitable subordination.

TOTAL HOURS FOR THIS MATTER: 12.40

TOTAL SERVICES: \$ 6,034.00

DISBURSEMENT SUMMARY

Online services - Lexis/Nexis	45.00
Online services - Lexis/Nexis	54.00

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RSM Richter Inc. / AMT International

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Invoice Number: 8701759

Online services - Lexis/Nexis

13.95

TOTAL DISBURSEMENTS:

\$ 112.95

MATTER TOTAL

TOTAL SERVICES:

\$ 6,034.00

TOTAL DISBURSEMENTS:

\$ 112.95

TOTAL AMOUNT DUE FOR THIS MATTER:

\$ 6,146.95

PREVIOUS INVOICES OUTSTANDING AS OF THIS DATE

Invoice Number	Invoice Date	Amount Billed	Amount Paid	Balance Due
8686241	01/25/12	\$ 4,234.44	\$ 0.00	\$ 4,234.44
8692336	02/16/12	\$ 183.00	\$ 0.00	\$ 183.00
8697431	03/13/12	\$ 1,399.05	\$ 0.00	\$ 1,399.05
TOTAL:				\$ 5,816.49

AMT INTERNATIONAL

LEGAL SERVICES

DATE	HOURS	TIMEKEEPER	NARRATIVE
04/03/12	0.50	J. Kroop	Telephone conference with Eric Rodier and Grant Moffat regarding edits to motion to dismiss complaint; make edits and e-mail revisions to Eric Rodier for approval.
04/03/12	0.50	K. Richner	Conference call with client regarding motion to dismiss.
04/04/12	0.70	K. Graves	Finalize file and serve motion to dismiss complaint and forward to court to request a hearing.
04/04/12	0.60	J. Kroop	Finalize motion to dismiss and supervise filing and service; review and revise notice of hearing regarding same.
04/05/12	1.90	K. Graves	Prepare, file and service notice of hearing on motion to dismiss and calendar hearing dates and deadlines and advise appropriate parties.
04/16/12	0.70	J. Kroop	Telephone conference with counsel for Mani Verma regarding status of case, possible settlement discussions, and related issues.
04/17/12	0.50	J. Kroop	Telephone conference with counsel for Verma regarding possible settlement of all disputes.
04/18/12	1.20	J. Kroop	Draft settlement proposal communication to counsel for Verma.
04/24/12	0.20	J. Kroop	Telephone conference with counsel for Verma regarding settlement negotiations.
04/24/12	1.60	J. Kroop	Review of documents in connection with document request and possible grounds for equitable subordination.
04/25/12	0.70	J. Kroop	Telephone conference with counsel for Verma regarding settlement negotiations.
04/26/12	1.20	J. Kroop	Receive and review application for default judgment filed by D&G; draft and send letter demanding withdrawal of application under Rule 11 for false statements in a pleading; telephone conference with counsel for Mani Verma regarding same; follow-up regarding same.
04/30/12	1.10	J. Kroop	Receive and review motion for entry of default, motion to strike motion to dismiss, and related pleadings; work with clerk of court to vacate default entered in error; e-mail correspondence

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05/15/12

RSM Richter Inc. / AMT International

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Invoice Number: 8710640

with Eric Rodier regarding same.

TOTAL HOURS FOR THIS MATTER: 11.40

TOTAL SERVICES: \$ 5,920.00

DISBURSEMENT SUMMARY

Faxes - Outgoing	19.50
Postage	1.10
Printing/duplicating-in-house	3.24
Telephone	31.96
TOTAL DISBURSEMENTS:	\$ 55.80

MATTER TOTAL

TOTAL SERVICES:	\$ 5,920.00
TOTAL DISBURSEMENTS:	\$ 55.80
TOTAL AMOUNT DUE FOR THIS MATTER:	\$ 5,975.80

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05/15/12

RSM Richter Inc. / AMT International

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Invoice Number: 8710640

PREVIOUS INVOICES OUTSTANDING AS OF THIS DATE

Invoice Number	Invoice Date	Amount Billed	Amount Paid	Balance Due
8686241	01/25/12	\$ 4,234.44	\$ 0.00	\$ 4,234.44
8692336	02/16/12	\$ 183.00	\$ 0.00	\$ 183.00
8697431	03/13/12	\$ 1,399.05	\$ 0.00	\$ 1,399.05
8701759	04/09/12	\$ 6,146.95	\$ 0.00	\$ 6,146.95
TOTAL:				\$ 11,963.44

AMT INTERNATIONAL

LEGAL SERVICES

DATE	HOURS	TIMEKEEPER	NARRATIVE
05/01/12	1.60	J. Kroop	Extensive discussions and informational exchanges with counsel for Verma in connection with possible settlement.
05/02/12	0.50	J. Kroop	Conference call with Eric Rodier and Grant Moffat regarding settlement status and issues, including getting backup on Verma claim, status of the estate (balance, fees).
05/03/12	1.00	J. Kroop	Telephone conference with counsel for Verma regarding status of settlement negotiations; telephone conference with counsel for trustee regarding estate status and related issues; confer with Kristin Richner regarding brief response to motion to strike.
05/04/12	0.20	K. Richner	Review Jordan Kroop e-mails regarding status.
05/07/12	0.90	K. Graves	Prepare stipulation and order to continue hearing.
05/07/12	1.10	J. Kroop	Telephone conference with counsel for D&G regarding possible settlement and related issues; work on adjourning hearing on motion to dismiss; review and revise stipulation for adjournment of hearing.
05/07/12	0.70	K. Richner	Draft response to motion to strike and review case law regarding same.
05/08/12	0.90	K. Graves	Receive signed stipulation to continue hearing, file same and upload order and file notice of lodging order.
05/08/12	1.90	J. Kroop	Telephone conference with counsel for D&G regarding settlement agreement draft; draft settlement agreement.
05/09/12	1.30	K. Graves	Receive order continuing hearing and prepare certificate of service and file same and complete service on all required parties.
05/11/12	2.20	J. Kroop	Draft settlement agreement and send to counsel for creditors.

TOTAL HOURS FOR THIS MATTER:

12.30

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088807.00003

06/15/12

RSM Richter Inc. / AMT International

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Invoice Number: 8716862

TOTAL SERVICES: \$ 6,218.50

DISBURSEMENT SUMMARY

Faxes - Outgoing	21.00
Postage	0.45
Printing/duplicating-in-house	0.54
Telephone	28.17
TOTAL DISBURSEMENTS:	\$ 50.16

MATTER TOTAL

TOTAL SERVICES:	\$ 6,218.50
TOTAL DISBURSEMENTS:	\$ 50.16
TOTAL AMOUNT DUE FOR THIS MATTER:	\$ 6,268.66

PREVIOUS INVOICES OUTSTANDING AS OF THIS DATE

Invoice Number	Invoice Date	Amount Billed	Amount Paid	Balance Due
8701759	04/09/12	\$ 6,146.95	\$ 0.00	\$ 6,146.95
8710640	05/15/12	\$ 5,975.80	\$ 0.00	\$ 5,975.80
TOTAL:				\$ 12,122.75

AMT INTERNATIONAL

LEGAL SERVICES

DATE	HOURS	TIMEKEEPER	NARRATIVE
06/13/12	1.50	J. Kroop	Review proposed changes to settlement agreement and prepare new redline; e-mail to counsel for parties regarding same.
06/14/12	0.50	J. Kroop	Forward new redline of settlement agreement to counsel for trustee and follow-up telephone call with counsel for trustee.
06/18/12	0.70	J. Kroop	Receive, review, and comment on e-mail comments to settlement agreement from counsel for Chapter 7 trustee.
06/20/12	0.80	J. Kroop	Additional work on settlement agreement with Eric Rodier and counsels for other parties; telephone call to trustee's counsel regarding same.
06/21/12	2.10	J. Kroop	Review and implement changes to settlement agreement from co-counsel; distribute new version of settlement agreement draft to counsel for various parties; telephone conference with counsel for trustee regarding same; e-mail correspondence with counsel for various parties regarding status.
06/27/12	0.30	J. Kroop	Check on status of settlement agreement with counsel for all parties.

TOTAL HOURS FOR THIS MATTER: 5.90

TOTAL SERVICES: \$ 3,599.00

SQUIRE SANDERS (US) LLP

088807.00003

07/19/12

RSM Richter Inc. / AMT International

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Invoice Number: 8723448

MATTER TOTAL

TOTAL SERVICES:	\$ 3,599.00
TOTAL DISBURSEMENTS:	\$ 0.00
TOTAL AMOUNT DUE FOR THIS MATTER:	\$ 3,599.00

PREVIOUS INVOICES OUTSTANDING AS OF THIS DATE

Invoice Number	Invoice Date	Amount Billed	Amount Paid	Balance Due
8701759	04/09/12	\$ 6,146.95	\$ 0.00	\$ 6,146.95
8710640	05/15/12	\$ 5,975.80	\$ 0.00	\$ 5,975.80
8716862	06/15/12	\$ 6,268.66	\$ 0.00	\$ 6,268.66
TOTAL:				\$ 18,391.41

SQUIRE SANDERS (US) LLP

088807.00003

08/20/12

RSM Richter Inc. / AMT International

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Invoice Number: 8731190

AMT INTERNATIONAL

LEGAL SERVICES

DATE	HOURS	TIMEKEEPER	NARRATIVE	
07/12/12	1.40	J. Kroop	Confer with client regarding status of settlement negotiations and related issues; review and revisions to settlement agreement.	
07/23/12	0.50	J. Kroop	Review and prepare final execution version of settlement agreement and e-mail to all parties regarding same.	
TOTAL HOURS FOR THIS MATTER:				1.90
TOTAL SERVICES:				\$ 1,159.00

DISBURSEMENT SUMMARY

Postage	2.65
Printing/duplicating-in-house	2.70
TOTAL DISBURSEMENTS:	\$ 5.35

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088807.00003

08/20/12

RSM Richter Inc. / AMT International

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Invoice Number: 8731190

MATTER TOTAL

TOTAL SERVICES:	\$ 1,159.00
TOTAL DISBURSEMENTS:	\$ 5.35
TOTAL AMOUNT DUE FOR THIS MATTER:	\$ 1,164.35

PREVIOUS INVOICES OUTSTANDING AS OF THIS DATE

Invoice Number	Invoice Date	Amount Billed	Amount Paid	Balance Due
8701759	04/09/12	\$ 6,146.95	\$ 0.00	\$ 6,146.95
8710640	05/15/12	\$ 5,975.80	\$ 0.00	\$ 5,975.80
8716862	06/15/12	\$ 6,268.66	\$ 0.00	\$ 6,268.66
8723448	07/19/12	\$ 3,599.00	\$ 0.00	\$ 3,599.00
TOTAL:				\$ 21,990.41

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088807.00003

09/14/12

RSM Richter Inc. / AMT International

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Invoice Number: 8736575

AMT INTERNATIONAL

LEGAL SERVICES

DATE	HOURS	TIMEKEEPER	NARRATIVE
07/17/12	0.90	J. Kroop	Revisions and re-circulation of settlement agreement to all parties.
07/18/12	0.70	J. Kroop	Finalize and file stipulation to vacate hearing on adversary proceeding.
07/25/12	0.90	J. Kroop	Review and revise settlement agreement; confer with Eric Rodier regarding edits to same; confer with counsel for other parties regarding same.
07/26/12	0.50	J. Kroop	Ensure entry of stipulation vacating hearing in adversary proceeding and communicate with court to ensure vacating of hearing.
08/01/12	1.10	J. Kroop	Confer with counsel for other parties regarding additional revisions needed for settlement agreement; make additional revisions and re-circulate.
08/06/12	0.50	J. Kroop	Revise settlement agreement for final execution.
08/14/12	0.50	J. Kroop	Final revisions to settlement agreement and coordinate, with e-mails, signing by all parties.
08/22/12	1.20	J. Kroop	Work on obtaining remaining signatures on settlement agreement; review and comment on draft of settlement approval motion; confer with counsel for trustee regarding same.
08/29/12	0.90	J. Kroop	Final compilation of settlement agreement execution copy and forward on to counsel for trustee for filing and service.

TOTAL HOURS FOR THIS MATTER:

7.20

TOTAL SERVICES:

\$ 4,392.00

SQUIRE SANDERS (US) LLP

088807.00003

09/14/12

RSM Richter Inc. / AMT International

Page 2

Invoice Number: 8736575

MATTER TOTAL

TOTAL SERVICES:	\$ 4,392.00
TOTAL DISBURSEMENTS:	\$ 0.00
TOTAL AMOUNT DUE FOR THIS MATTER:	\$ 4,392.00

PREVIOUS INVOICES OUTSTANDING AS OF THIS DATE

Invoice Number	Invoice Date	Amount Billed	Amount Paid	Balance Due
8723448	07/19/12	\$ 3,599.00	\$ 0.00	\$ 3,599.00
8731190	08/20/12	\$ 1,164.35	\$ 0.00	\$ 1,164.35
TOTAL:				\$ 4,763.35

SQUIRE SANDERS (US) LLP

088807.00003

10/12/12

RSM Richter Inc. / AMT International

Page 1

Invoice Number: 8742479

AMT INTERNATIONAL

LEGAL SERVICES

DATE	HOURS	TIMEKEEPER	NARRATIVE	
09/06/12	0.40	J. Kroop	E-mail correspondence with counsel for trustee and Eric Rodier regarding status and issues for final distribution and related matters.	
09/07/12	1.20	J. Kroop	Review, revisions, and additional drafting of receiver's report for use in Ontario court; e-mail to Grant Moffat regarding same.	
09/11/12	0.60	J. Kroop	Review and comment on final version of receiver's report to Canadian court; confer with counsel for trustee regarding possession of AMT USA files.	
09/20/12	0.50	J. Kroop	Review correspondence from Redhawk regarding tail payment; e-mail correspondence with Eric Rodier regarding next steps following approval of settlement and timing.	
09/24/12	0.40	J. Kroop	Review certificate of no objection to settlement motion and proposed order.	
TOTAL HOURS FOR THIS MATTER:				3.10
TOTAL SERVICES:				\$ 1,891.00

DISBURSEMENT SUMMARY

Delivery Services	VENDOR: Nationwide Legal, LLC INVOICE#: 22939 DATE: 9/15/2012 Squire Sanders to Steve Brown & Associates LLC.	16.95
TOTAL DISBURSEMENTS:		\$ 16.95

SQUIRE SANDERS (US) LLP

088807.00003

10/12/12

RSM Richter Inc. / AMT International

Page 2

Invoice Number: 8742479

MATTER TOTAL

TOTAL SERVICES:	\$ 1,891.00
TOTAL DISBURSEMENTS:	\$ 16.95
TOTAL AMOUNT DUE FOR THIS MATTER:	\$ 1,907.95

PREVIOUS INVOICES OUTSTANDING AS OF THIS DATE

Invoice Number	Invoice Date	Amount Billed	Amount Paid	Balance Due
8723448	07/19/12	\$ 3,599.00	\$ 0.00	\$ 3,599.00
8731190	08/20/12	\$ 1,164.35	\$ 0.00	\$ 1,164.35
8736575	09/14/12	\$ 4,392.00	\$ 0.00	\$ 4,392.00
TOTAL:				\$ 9,155.35

SQUIRE SANDERS (US) LLP

088807.00003

11/09/12

RSM Richter Inc. / AMT International

Page 1

Invoice Number: 8747931

AMT INTERNATIONAL

LEGAL SERVICES

DATE	HOURS	TIMEKEEPER	NARRATIVE
10/23/12	0.90	J. Kroop	Review of final fee application by trustee and counsel, related materials for finalization of case.

TOTAL HOURS FOR THIS MATTER: 0.90

TOTAL SERVICES: \$ 549.00

MATTER TOTAL

TOTAL SERVICES: \$ 549.00

TOTAL DISBURSEMENTS: \$ 0.00

TOTAL AMOUNT DUE FOR THIS MATTER: \$ 549.00

PREVIOUS INVOICES OUTSTANDING AS OF THIS DATE

Invoice Number	Invoice Date	Amount Billed	Amount Paid	Balance Due
TOTAL:				\$ 0.00

SQUIRE SANDERS (US) LLP

088807.00003

12/07/12

RSM Richter Inc. / AMT International

Page 1

Invoice Number: 8754270

AMT INTERNATIONAL

LEGAL SERVICES

DATE	HOURS	TIMEKEEPER	NARRATIVE	
11/16/12	0.50	J. Kroop	Review final application by trustee for administrative expenses.	
TOTAL HOURS FOR THIS MATTER:				0.50
TOTAL SERVICES:				\$ 305.00

MATTER TOTAL

TOTAL SERVICES:	\$ 305.00
TOTAL DISBURSEMENTS:	\$ 0.00
TOTAL AMOUNT DUE FOR THIS MATTER:	\$ 305.00

PREVIOUS INVOICES OUTSTANDING AS OF THIS DATE

Invoice Number	Invoice Date	Amount Billed	Amount Paid	Balance Due
8747931	11/09/12	\$ 549.00	\$ 0.00	\$ 549.00
TOTAL:				\$ 549.00

Exhibit "B"

**Squire Sanders Invoice Summary
for the period April 24, 2007 to August 31, 2013**

Invoice No.	Fees	Disbursements	Hours	Average Rate	Total
8261149	\$ 1,141.25	\$ 0.00	3.0	\$ 380.42	\$ 1,141.25
8269544	2,035.00	3.16	5.0	407.00	2,038.16
8277652	4,535.00	2.41	12.25	370.20	4,537.41
8285745	4,370.00	82.31	13.5	323.70	4,452.31
8291246	9,397.50	49.35	32.0	293.67	9,446.85
8302361	3,030.00	30.95	9.5	318.95	3,060.95
8306253	3,397.25	126.07	12.15	279.61	3,523.32
8430664	4,702.50	329.00	14.0	335.89	5,031.50
8327520	4,007.50	380.69	12.75	314.31	4,388.19
8334548	3,781.25	300.53	19.5	193.91	4,081.78
8341506	2,377.50	540.86	7.0	339.64	2,918.36
8349838	857.50	0.00	2.75	311.82	857.50
8367248	247.50	33.58	0.5	495.00	281.08
8375325	495.00	27.84	0.0	495.00	522.84
8398010	762.50	1.97	2.5	305.00	764.47
8406155	552.50	0.00	1.5	368.33	552.50
8413389	495.00	0.00	1.0	495.00	495.00
8421686	990.00	0.32	2.0	495.00	990.32
8431147	2,227.50	2.51	4.5	495.00	2230.01
8493551	1,595.00	1.13	4.0	398.75	1,596.13
8505800	255.00	0.00	0.5	510.00	255.00
8513731	765.00	2.62	1.5	510.00	767.62
8521969	153.00	0.00	0.3	510.00	153.00
8535577	91.25	2.74	0.25	365.00	93.99
8547370	880.00	0.35	1.6	550.00	880.35

Invoice No.	Fees	Disbursements	Hours	Average Rate	Total
8553365	165.00	0.00	0.3	550.00	165.00
8568336	1,265.00	0.00	2.3	550.00	1,265.00
8574685	1,430.00	0.00	2.6	550.00	1,430.00
8583548	935.00	0.00	1.7	550.00	935.00
8589239	1,925.00	0.00	3.5	550.00	1,925.00
8595939	2,200.00	0.00	4.0	550.00	2,200.00
8602663	605.00	0.00	1.1	550.00	605.00
8610657	935.00	0.00	1.7	550.00	935.00
8616513	7,644.00	320.63	17.9	427.04	7,964.63
8628595	754.00	4.15	1.3	580.00	758.15
8653960	522.00	6.83	0.9	580.00	528.83
8659875	3,364.00	0.00	5.8	580.00	3,364.00
8665641	1,498.00	0.78	3.3	453.94	1,498.78
8671750	116.00	0.00	0.2	580.00	116.00
8686241	4,234.00	0.44	7.3	580.00	4,234.44
8692336	183.00	0.00	0.3	610.00	183.00
8697431	1,342.00	57.05	2.2	610.00	1,399.05
8701759	6,034.00	112.95	12.4	486.61	6,146.95
8710640	5,920.00	55.80	11.4	519.30	5,975.80
8716862	6,218.50	50.16	12.3	505.57	6,268.66
8723448	3,599.00	0.00	5.9	610.00	3,599.00
8731190	1,159.00	5.35	1.9	610.00	1,164.35
8736575	4,392.00	0.00	7.2	610.00	4,392.00
8742479	1,891.00	16.95	3.1	610.00	1,907.95
8747931	549.00	0.00	0.9	610.00	549.00
8754270	305.00	0.00	0.5	610.00	305.00
TOTALS	\$112,326.00	\$2,549.48	275.55		<u>\$114,875.48</u>

Exhibit "C"

Billing Rates of Squire Sanders

For the period April 24, 2007 to September 30, 2007

	<u>Rate</u>	<u>Year of Call</u>
Jordan A. Kroop	\$420.00	1995
Brian A. Cagianca	\$395.00	1995
Teresita T. Mercado	\$335.00	2000
Sara V. Ransom	\$265.00	2005
Rebecca S. Revich	\$230.00	2007
Janice L. Pouncey	\$220.00	Paralegal
Karen M. Graves	\$185.00	Paralegal
Debra C. Hacker	\$175.00	Paralegal
Marlene S. White	\$85.00	Paralegal

For the period October 1, 2007 to December 31, 2007

	<u>Rate</u>	<u>Year of Call</u>
Jordan A. Kroop	\$430.00	1995
Brian A. Cagianca	\$435.00	1995
Sara V. Ransom	\$275.00	2005

For the period January 1, 2008 to December 31, 2008

	<u>Rate</u>	<u>Year of Call</u>
Jordan A. Kroop	\$495.00	1995
Sara V. Ransom	\$305.00	2005
Karen M. Graves	\$205.00	Paralegal
Debra C. Hacker	\$240.00	Paralegal

For the period January 1, 2009 to December 31, 2009

	<u>Rate</u>	<u>Year of Call</u>
Jordan A. Kroop	\$510.00	1995
Sara V. Ransom	\$330.00	2005
Debra C. Hacker	\$250.00	Paralegal

For the period January 1, 2010 to December 31, 2010

	<u>Rate</u>	<u>Year of Call</u>
Jordan A. Kroop	\$550.00	1995

For the period January 1, 2011 to December 31, 2011

	<u>Rate</u>	<u>Year of Call</u>
Jordan A. Kroop	\$580.00	1995
Kristin E. Richner	\$420.00	2000
Bradley A. Cosman	\$290.00	2008
Karen M. Graves	\$235.00	Paralegal
Kimberly A. Hutchison	\$105.00	Paralegal

For the period January 1, 2012 to December 31, 2012

	<u>Rate</u>	<u>Year of Call</u>
Jordan A. Kroop	\$610.00	1995
Kristin E. Richner	\$440.00	2000
Karen M. Graves	\$245.00	Paralegal

**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

AFFIDAVIT OF JORDAN KROOP
(*Sworn August 28, 2013*)

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

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

and

AMT INTERNATIONAL MINING CORPORATION
Respondent

Court File No.:07-CL-6955

ONTARIO

SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding commenced in Toronto

THIRD REPORT OF THE RECEIVER
(Dated September 5, 2013)

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

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

TAB 3

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

THE HONOURABLE MR.) 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**”), and Jordan Kroop sworn August 28, 2013 (the “**Kroop 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 Receiver be and it is hereby authorized to pay its fees and disbursements and the fees and disbursements of TGF, FFMP and Squire in the amounts set out in the Fee Affidavits.

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 its legal counsel for the period from and after September 1, 2013 from the Holdback.

10. **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**").

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

12. **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**").

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

**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

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AMT INTERNATIONAL MINING CORPORATION
Respondent

Court File No.:07-CL-6955

ONTARIO

SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding commenced in Toronto

MOTION RECORD

(Returnable September 10, 2013)

Thornton Grout Finnigan LLP
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