

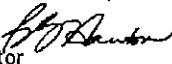
# EXHIBIT "A"

Request ID: 009063925  
Transaction ID: 31975382  
Category ID: (C)CC/E

Province of Ontario  
Ministry of Consumer and Business Services  
Companies and Personal Property Security Branch

Date Report Produced: 2007/04/13  
Time Report Produced: 10:32:26  
Page: 1

Certified a true copy of the data as recorded on the Ontario Business Information System at Companies and Personal Property Security Branch.

  
Director  
Companies and Personal Property Security Branch  
Ministry of Consumer and Business Services  
Toronto, Ontario

## CORPORATION PROFILE REPORT


Ontario Corp Number	Corporation Name	Incorporation Date		
1095629	AMT INTERNATIONAL MINING CORPORATION	1994/09/06		
		Jurisdiction		
		ONTARIO		
Corporation Type	Corporation Status	Former Jurisdiction		
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE		
Registered Office Address	Date Amalgamated	Amalgamation Ind.		
181 BAY STREET	NOT APPLICABLE	NOT APPLICABLE		
	New Amal. Number	Notice Date		
TORONTO	NOT APPLICABLE	NOT APPLICABLE		
ONTARIO				
CANADA M5J 2T9		Letter Date		
Mailing Address		NOT APPLICABLE		
630 RENE LEVESQUE WEST	Revival Date	Continuation Date		
	NOT APPLICABLE	NOT APPLICABLE		
Suite # SUITE 3050	Transferred Out Date	Cancel/Inactive Date		
MONTREAL	NOT APPLICABLE	NOT APPLICABLE		
CANADA H3B 5C7				
	EP Licence Eff.Date	EP Licence Term.Date		
	NOT APPLICABLE	NOT APPLICABLE		
	Number of Directors	Date Commenced	Date Ceased	
	Minimum	Maximum	in Ontario	in Ontario
Activity Classification	00003	00010	NOT APPLICABLE	NOT APPLICABLE
NOT AVAILABLE				

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Companies and Personal Property Security Branch  
Ministry of Consumer and Business Services  
Toronto, Ontario

## CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
1095629	AMT INTERNATIONAL MINING CORPORATION

Corporate Name History	Effective Date
AMT INTERNATIONAL MINING CORPORATION	1994/09/06

Current Business Name(s) Exist:	NO
Expired Business Name(s) Exist:	NO

Administrator: Name (Individual / Corporation)	Address
PETER A. CROSSGROVE	61 CRESCENT ROAD  TORONTO ONTARIO CANADA M4W 1T6

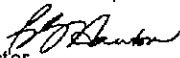
Date Began	First Director	
1995/04/21	NOT APPLICABLE	
Designation	Officer Type	Resident Canadian
DIRECTOR		Y

Request ID: 009063925  
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Ministry of Consumer and Business Services  
Toronto, Ontario

# CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
1095629	AMT INTERNATIONAL MINING CORPORATION

Administrator: Name (Individual / Corporation)	Address
PETER CROSSGROVE	61 CRESCENT ROAD  TORONTO ONTARIO CANADA M4W 1V1

Date Began	First Director	Resident Canadian
1995/08/15	NOT APPLICABLE	
Designation	Officer Type	
DIRECTOR		Y

Administrator: Name (Individual / Corporation)	Address
JOHN W.W. HICK	6 DUGGAN AVENUE  TORONTO ONTARIO CANADA M4V 1Y2

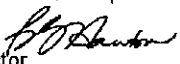
Date Began	First Director	Resident Canadian
1997/08/12	NOT APPLICABLE	
Designation	Officer Type	
DIRECTOR		

Request ID: 009063925  
Transaction ID: 31975382  
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Companies and Personal Property Security Branch  
Ministry of Consumer and Business Services  
Toronto, Ontario

## CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

1095629

AMT INTERNATIONAL MINING CORPORATION

Administrator:  
Name (Individual / Corporation)

Address

HUBERT  
R.  
MARLEAU

2 WESTMOUNT SQUARE

Suite # 1802  
WESTMOUNT  
QUEBEC  
CANADA H3Z 2Z4

Date Began

First Director

1996/03/04

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

Y

Administrator:  
Name (Individual / Corporation)

Address

IAN  
A.  
SHAW

61 GARFIELD AVENUE

TORONTO  
ONTARIO  
CANADA M4T 1E8

Date Began

First Director

1995/06/30

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER


OTHER

Request ID: 009063925  
Transaction ID: 31975382  
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Province of Ontario  
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Companies and Personal Property Security Branch  
Ministry of Consumer and Business Services  
Toronto, Ontario

## CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
1095629	AMT INTERNATIONAL MINING CORPORATION

Administrator: Name (Individual / Corporation)	Address
A. GORDON SLADE	248 MCNAUGHTON STREET  SUDBURY ONTARIO CANADA P3E 1V5

Date Began	First Director	Resident Canadian
1994/09/06	NOT APPLICABLE	
Designation	Officer Type	Resident Canadian
DIRECTOR		Y

Administrator: Name (Individual / Corporation)	Address
A. GORDON SLADE	248 MCNAUGHTON STREET  SUDBURY ONTARIO CANADA P3E 1V5

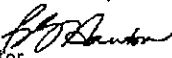
Date Began	First Director	Resident Canadian
1995/06/30	NOT APPLICABLE	
Designation	Officer Type	Resident Canadian
OFFICER	OTHER	Y

Request ID: 009063925  
Transaction ID: 31975382  
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Province of Ontario  
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Companies and Personal Property Security Branch

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Director  
Companies and Personal Property Security Branch  
Ministry of Consumer and Business Services  
Toronto, Ontario

## CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
1095629	AMT INTERNATIONAL MINING CORPORATION

Administrator: Name (Individual / Corporation)	Address
W. STEARNS VAUGHAN	72 INGLEWOOD DRIVE  TORONTO ONTARIO CANADA M4T 1H3

Date Began	First Director	Resident Canadian
1995/06/30	NOT APPLICABLE	
Designation	Officer Type	Resident Canadian
OFFICER	SECRETARY	Y

Administrator: Name (Individual / Corporation)	Address
W. STEARNS VAUGHAN	72 INGLEWOOD DRIVE  TORONTO ONTARIO CANADA M4T 1H3

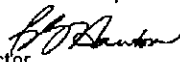
Date Began	First Director	Resident Canadian
1997/05/20	NOT APPLICABLE	
Designation	Officer Type	Resident Canadian
DIRECTOR		Y

Request ID: 009063925  
Transaction ID: 31975382  
Category ID: (C)CC/E

Province of Ontario  
Ministry of Consumer and Business Services  
Companies and Personal Property Security Branch

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Companies and Personal Property Security Branch  
Ministry of Consumer and Business Services  
Toronto, Ontario

## CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
1095629	AMT INTERNATIONAL MINING CORPORATION

Administrator:  
Name (Individual / Corporation)

Address

W.  
GLEN  
ZINN

11531 EAST LUSITANO PLACE

TUSCON  
ARIZONA  
UNITED STATES OF AMERICA 85748

Date Began

First Director

1995/04/21

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

Administrator:  
Name (Individual / Corporation)

Address

W.  
GLEN  
ZINN

11531 EAST LUSITANO PLACE

TUSCON  
ARIZONA  
UNITED STATES OF AMERICA 85748

Date Began

First Director

1995/06/30

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

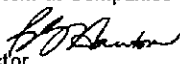
OTHER

Request ID: 009063925  
Transaction ID: 31975382  
Category ID: (C)CC/E

Province of Ontario  
Ministry of Consumer and Business Services  
Companies and Personal Property Security Branch

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Director  
Companies and Personal Property Security Branch  
Ministry of Consumer and Business Services  
Toronto, Ontario

## CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

1095629

AMT INTERNATIONAL MINING CORPORATION

Last Document Recorded

Act/Code Description

Form

Date

CIA ANNUAL RETURN 2004

1C

2006/01/07 (ELECTRONIC FILING)

THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.

PLEASE NOTE THAT WHEN THE SAME INDIVIDUAL HOLDS MULTIPLE 'OTHER UNTITLED' OFFICER POSITIONS, AS INDICATED ON A FORM 1 UNDER THE *CORPORATIONS INFORMATION ACT*, ONLY ONE OF THESE 'OTHER UNTITLED' POSITIONS HELD BY THAT INDIVIDUAL WILL BE REFLECTED ON THIS REPORT. FOR COMPLETE INFORMATION, CONTACT COMPANIES AND PERSONAL PROPERTY SECURITY BRANCH.

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON THE COMPANIES AND PERSONAL PROPERTY SECURITY BRANCH MICROFICHE

The issuance of this certified report in electronic form is authorized by the Director of Companies and Personal Property Security Branch



# EXHIBIT "B"

## 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 Rene-Levesque West, Suite 3050, Montreal, Quebec, H3B 5C7, and at the Meeting.

As at the date hereof, to the knowledge of management of the Company, the only person who beneficially owns, directly or indirectly, or exercises control or direction over voting securities of the Company carrying more than 10% of the voting rights of the total issued and outstanding shares of the Company is 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

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>1,034,351</u>		

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

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

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

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

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

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

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

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

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

#### Offer by Copper International Corporation

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

The Offer of CIC may be summarized as follows:

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

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

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

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

*Offer by Palos Capital Corporation*

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

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

Newco would:

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

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

*Offers by Redhawk Resources Inc.*

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

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

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

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

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

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

OR

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

Basic Terms and Conditions:

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

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

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

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

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

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**OTHER BUSINESS**

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

**Approval of Information Circular**

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

Toronto, April 30, 2004

By order of the Board of Directors



**Dale G. Smith**  
Director

# EXHIBIT "C"

Court File No. 05-CL-5965

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

THE HONOURABLE

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

)  
)

MR. JUSTICE CAMPBELL

OF JUNE, 2005

)



**ONTARIO SECURITIES COMMISSION**

Applicant

- and -

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

Respondents

**INITIAL ORDER**

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



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

### **SERVICE**

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

### **APPOINTMENT**

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

### **RECEIVER'S POWERS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**NO PROCEEDINGS AGAINST THE RECEIVER**

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

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

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

**NO EXERCISE OF RIGHTS OR REMEDIES**

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

**NO INTERFERENCE WITH THE RECEIVER**

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

**CONTINUATION OF SERVICES**

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

**RECEIVER TO HOLD FUNDS**

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



## **EMPLOYEES**

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

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

## **LIMITATION ON ENVIRONMENTAL LIABILITIES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **SERVICE**

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

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

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

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

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

#### **BANKRUPTCY AND CCAA**

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

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

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

#### **GENERAL**

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

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

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

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

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

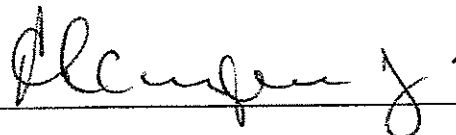
41. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

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

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

JUN 29 2005

PER/PAR



**SCHEDULE "A"**

**NORSHIELD GROUP FUNDS**

Olympus United Multi-Asset  
Olympus United Diversified  
Olympus United Global Trading  
Olympus United Global Trading (F)  
Olympus United 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 (•).

ONTARIO SECURITIES COMMISSION  
Plaintiff

and

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

Defendant

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

*ONTARIO*  
SUPERIOR COURT OF JUSTICE  
Proceeding commenced in Toronto

**ORDER**

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

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

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

# EXHIBIT "D"

Court File No.: 05-CL-5965

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

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

BETWEEN:



**ONTARIO SECURITIES COMMISSION**

Applicant

- and -

**GESTION DE PLACEMENTS NORSHIELD (CANADA) LTÉE /  
NORSHIELD ASSET MANAGEMENT (CANADA) LTD., NORSHIELD  
INVESTMENT PARTNERS HOLDINGS LTD./GESTION DES PARTENAIRES  
D'INVESTISSEMENT NORSHIELD LTÉE, OLYMPUS UNITED FUNDS  
HOLDINGS CORPORATION, OLYMPUS UNITED FUNDS  
CORPORATION/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

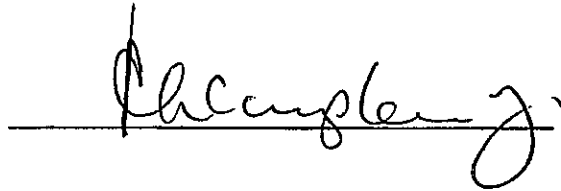
Liquidator if the Institutional Investors advance to the Joint Liquidator their *pro rata* share of the sum of \$500,000.00 as described above.

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 Univest Committee (as defined in the First Report) during the pendency of the Univest liquidation (the "Representative Counsel").

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

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

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



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

JUL 14 2005

PER/PAR: 

**ONTARIO SECURITIES COMMISSION**  
Applicant

and

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

Respondents

Court File No.:05-CL-5965

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

**ORDER**

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

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

# EXHIBIT "E"

Court File No. 05-CL-5965

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

THE HONOURABLE )  
 )  
MR. JUSTICE C.L. CAMPBELL ) FRIDAY THE 9<sup>TH</sup> 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:

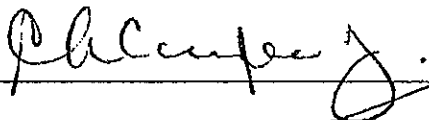
- (i) Norshield Investment Corporation; and
- (ii) Norshield Capital Management Corporation,

(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.

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

ONTARIO SECURITIES COMMISSION

Applicant



- and -

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

Respondents

**INITIAL ORDER**

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

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

**SERVICE**

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

**APPOINTMENT**

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

**RECEIVER'S POWERS**

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

**NO PROCEEDINGS AGAINST THE RECEIVER**

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

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

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

**NO EXERCISE OF RIGHTS OR REMEDIES**

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

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

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

#### **CONTINUATION OF SERVICES**

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

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

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

### **EMPLOYEES**

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

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

### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### SERVICE

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

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

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



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

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

#### **BANKRUPTCY AND CCAA**

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

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

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

#### **GENERAL**

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

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

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

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

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

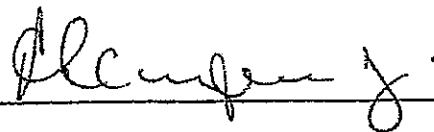
41. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

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

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

JUN 29 2005

PER/PAR



**SCHEDULE "A"**

**NORSHIELD GROUP FUNDS**

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

**SCHEDULE "B"**

**RECEIVER CERTIFICATE**

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

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

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

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

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

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

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

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

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

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

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

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

Name:

Title:

**SCHEDULE "C"**

**NOTICE**

in respect of

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

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

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

ONTARIO SECURITIES COMMISSION  
Plaintiff

and

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

Defendant  
Court File No.: *05-CJ-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**

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

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

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

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



# EXHIBIT "F"

Court File No. 05-CL-5965



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

THE HONOURABLE )

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

MR. JUSTICE C.L. CAMPBELL )

OF OCTOBER, 2005

**ONTARIO SECURITIES COMMISSION**

Applicant

- and -

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

Respondents

## ORDER

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

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

**SERVICE**

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

**AMENDMENT**

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



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LE / DANS LE REGISTRE NO.:

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PER/PAR:



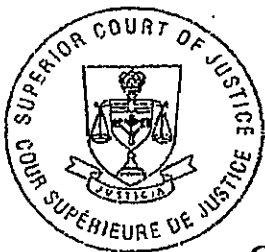
**SCHEDULE "A"**

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

THE HONOURABLE )  
 )  
 )  
MR. JUSTICE C.L. CAMPBELL ) FRIDAY THE 9<sup>TH</sup> 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:

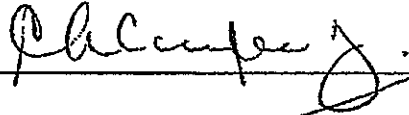
- (i) Norshield Investment Corporation; and
- (ii) Norshield Capital Management Corporation,

(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.

  
\_\_\_\_\_

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PER/PAR 

**SCHEDULE "A"**

Court File No. 05-CL-5965

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

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



ONTARIO SECURITIES COMMISSION

Applicant

- and -

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

Respondents

**INITIAL ORDER**

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



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

**SERVICE**

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

**APPOINTMENT**

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

**RECEIVER'S POWERS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**NO PROCEEDINGS AGAINST THE RECEIVER**

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

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

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

**NO EXERCISE OF RIGHTS OR REMEDIES**

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

**NO INTERFERENCE WITH THE RECEIVER**

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

**CONTINUATION OF SERVICES**

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

**RECEIVER TO HOLD FUNDS**

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



#### EMPLOYEES

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

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

#### LIMITATION ON ENVIRONMENTAL LIABILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### SERVICE

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

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

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

31. THIS COURT ORDERS that any party in these proceedings (other than the Debtors) may serve any court materials (including, without limitation, application records, motion records, 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.

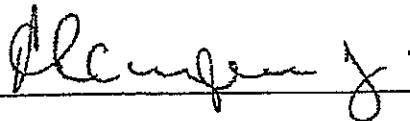
41. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

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/PARÉ



**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 (•).

ONTARIO SECURITIES COMMISSION  
Plaintiff

and

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

Defendant  
Court File No.: 05-01-5965

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**

**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.

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  
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100 Wellington Street West  
P.O. Box 329  
Toronto-Dominion Centre  
Toronto, ON M5K 1K7

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

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

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

# EXHIBIT "G"



July 29, 2005

AMT International Mining Corporation  
c/o Pothier, Valiquette, Barristers and Solicitors  
Suite 1216 1155 University Street  
Montreal, Québec H3A 3B7

Attention: Dora Santschi

AMT (USA) Inc.  
c/o Pothier, Valiquette, Barristers and Solicitors  
Suite 1216 1155 University Street  
Montreal, Québec H3A 3B7

Attention: Dora Santschi

Dear Sirs:

**Re: Letter Agreement among AMT International Mining Corporation ("AMT"), AMT (USA) Inc. ("AMT USA") and Redhawk Resources, Inc. ("Redhawk") regarding the purchase and sale of the Copper Creek Property, Arizona, USA**

Further to our negotiations, Redhawk proposes the terms as set out in this letter agreement ("Letter Agreement") as the basis for the acquisition by Redhawk from AMT USA of a 100% working interest (the "Interest") in and to certain properties known as the Copper Creek Property, Arizona (the "Copper Creek Property") and more particularly described in Schedule "A" hereto with an area of common interest ("Area of Common Interest") at the Copper Creek Property as described in Schedule "B" hereto and referenced as a general guide only on the map attached hereto as part of Schedule "C". The effective date of this Letter Agreement shall be July 29, 2005.

The terms of agreement are as follows:

## PURCHASE AND SALE

1. AMT USA will sell and Redhawk will purchase (the "Purchase and Sale") a 100% working interest in and to the Copper Creek Property in consideration of the payment to AMT USA of \$1,600,000 in cash, \$300,000 of which shall be paid, and be non-refundable, upon signing hereof to Pothier, Valiquette, Barristers and Solicitors, of Montreal, Quebec, in trust, to be applied to the extent required for payment of all trade payables with respect to the Copper Creek Property and for disbursement by Pothier, Valiquette only according to written payment instructions from AMT USA, receipt of which \$300,000 is hereby acknowledged,

**REDHAWK RESOURCES, INC.**

and \$1,300,000 upon closing (the "Closing") of the Purchase and Sale, which \$1,300,000 shall be held in trust by Pothier, Valiquette, Barristers and Solicitors, of Montreal, Québec, subject to completion of the Closing and a releasing from escrow of all Closing documents.

2. In addition, upon Closing and annually thereafter on the anniversary of Closing, while Redhawk or its assigns retains the Interest and prior to commencement of Commercial Production, as defined herein, on the Copper Creek Property, Redhawk or its assigns will pay to AMT USA an annual advance royalty payment ("ARP") of \$125,000. If Redhawk or its assigns choose to cease making the ARP and thereafter abandon the Coppery Creek Property, Redhawk or its assigns shall offer to sell the Copper Creek Property back to AMT USA for consideration of \$1.00 prior to such abandonment.

"**Commercial Production**" means the operation of the Copper Creek Property as a Mine, as hereinafter defined, and the continuous production of Minerals, as hereinafter defined, therefrom (excluding bulk sampling, pilot plan or test operations) for a period of sixty (60) days at ninety percent (90%) of the feasibility rated output.

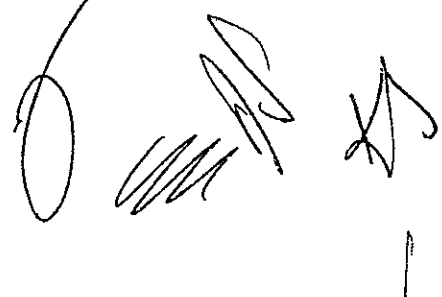
"**Mine**" means the workings established in order to bring the Copper Creek Property to Commercial Production.

"**Minerals**" means any and all ores (and concentrates derived therefrom) and minerals, precious and base, metallic and non-metallic in, on or under the Copper Creek Property which may lawfully be explored for, mined and sold.

3. Redhawk will also pay to AMT USA, upon commencement of Commercial Production, a 2.25 % Royalty Payment ("RP") on the Copper Creek Property as described, and in accordance with the terms set out, in Schedule "D" hereto, until a total of \$25,000,000 in combined ARP and RP has been received by AMT USA, at which time the obligation by Redhawk to make the ARP and the RP to AMT USA will terminate.

#### CLOSING

4. Closing will occur within twenty-one (21) business days of acceptance for filing of this Letter Agreement by the TSX Venture Exchange.
5. Upon Closing, AMT and AMT USA will make available to Redhawk originals of all technical data and all project related agreements and files concerning the Copper Creek Property. AMT USA agrees also to assign the new core storage and office facility lease agreement to Redhawk.

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**REMOVAL OF LIENS AND  
RELEASE AND SETTLEMENT OF TRADE PAYABLES**

6. Prior to Closing, all liens, charges and encumbrances will be removed from the Copper Creek Property including, but not limited to, those by Norshield and Layne Christensen, evidence of which removal of liens and release and settlement of all trade payables relating and/or with respect to the Copper Creek Property, including, but not limited to, that to TB Contractors, shall be delivered at Closing by AMT USA to Redhawk.

**REPRESENTATIONS AND WARRANTIES OF AMT AND AMT USA**

7. AMT USA is a corporation duly incorporated, validly existing and in good standing under the laws of Arizona and it is the beneficial owner of a 100% working interest in the Copper Creek Property.
8. Upon Closing, the Copper Creek Property will be free and clear of all claims, liens, charges and encumbrances and will be in good standing under the laws of Arizona, USA.
9. There are no actions, suits or proceedings before the courts, pending or threatened, against the Copper Creek Property. *except the suit by Man Verna in front of the Courts of the Province of Ontario*
10. Upon Closing, AMT USA will not be in default of any of its obligations under any agreements to which it is a party or by which it is bound respecting the Copper Creek Property.
11. AMT and AMT USA have the right to enter into this Letter Agreement, and to perform all of their obligations contemplated herein, including, without limitation, the granting to Redhawk of rights in and to the Copper Creek Property and the disclosure of information to Redhawk with respect to the Copper Creek Property.
12. The representations and warranties herein shall survive the performance of the parties' respective obligations hereunder and the termination of the Letter Agreement.

**GENERAL TERMS**

13. All disputes between the parties in respect of this Letter Agreement shall be referred to arbitration under the *Commercial Arbitration Act* (British Columbia).
14. Redhawk shall have the right of first refusal to purchase all or any part of AMT USA's ARP or RP with respect to the Copper Creek Property or under this Letter Agreement.

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15. AMT USA may not assign this Letter Agreement or its interest in and to the Copper Creek Property without the prior written consent of Redhawk.
16. This Letter Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
17. All references in this Letter Agreement to dollars, unless otherwise specifically indicated, are expressed in Canadian dollars.
18. AMT and AMT USA acknowledges that Redhawk advised it to seek independent legal advice in respect of this Letter Agreement, and that it has not received any legal advice from Redhawk's legal counsel.
19. Each party shall promptly execute and deliver all further documents and take all further action reasonably necessary or desirable to give effect to the terms and intent of this Letter Agreement.
20. No waiver of any term of this Letter Agreement by a party is binding unless such waiver is in writing and signed by the party entitled to grant such waiver. No failure to exercise and no delay in exercising any right, remedy or breach under this Letter Agreement shall be deemed to be a waiver of that right, remedy or breach.
21. No amendment, supplement or restatement of any term of this Letter Agreement is binding unless it is in writing and signed by each party.
22. A standard *force majeure* clause shall apply to this Letter Agreement.
23. Unless otherwise specified, words importing the singular include the plural and vice versa. The term "including" means "including, without limitation."
24. The division of this Letter Agreement into paragraphs and the insertion of headings are for convenience of reference only and are not to affect the construction or interpretation of this Letter Agreement.
25. If any term of this Letter Agreement is or becomes illegal, invalid or unenforceable, that term shall not affect the legality, validity or enforceability of the remaining terms of this Letter Agreement.
26. This Letter Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all prior agreements, negotiations, discussions, undertakings, representations, warranties and understandings, whether written or verbal.
27. For every provision in this Letter Agreement, time is of the essence.

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28. This Letter Agreement shall be governed by and shall be construed and interpreted in accordance with the laws of British Columbia and the laws of Canada applicable in British Columbia.
29. AMT and AMT USA acknowledge and consent to the release by Redhawk of certain information regarding AMT and AMT USA, including AMT and AMT USA's name, address, telephone number, and, if applicable, information regarding beneficial ownership of AMT and AMT USA, in compliance with securities regulatory policies to regulatory authorities (including the TSX Venture Exchange) in reporting jurisdictions or to other authorities as required by law. The purpose of the collection of the information is to ensure the Redhawk and its advisors will be in compliance with applicable Canadian securities laws and to obtain the information required to be provided in documents required to be filed with the TSX Venture Exchange and with securities regulatory authorities under applicable securities laws and other authorities as required by law. In addition, AMT and AMT USA acknowledge and consent to the collection, use and disclosure of all such personal information by the TSX Venture Exchange and other regulatory authorities in accordance with their requirements, including the provision to third party service providers, from time to time.

The contact information for the officer of Redhawk who can answer questions about the collection of information by Redhawk is as follows:


Name and Title:	Kristian Ross, President
Company Name:	Redhawk Resources, Inc.
Address:	900 - 543 Granville Street, Vancouver, BC V6C 1X8
Phone No.	604 681 9501
Fax No.	604 681 6813
e-mail	kristian@telus.net

If the foregoing terms and conditions reflect our agreement, please execute and return the enclosed copy of this Letter Agreement, which, upon signing, shall create a binding agreement between us. Upon our mutual signing, we shall be bound hereunder unless and until this Letter Agreement is replaced by a formal agreement.

Yours truly,

**REDHAWK RESOURCES, INC.**

Per:

  
Kristian Ross  
President


AGREED TO AND ACCEPTED this  
4th day of August, 2005:  
AMT INTERNATIONAL MINING  
CORPORATION

Per: [Signature]  
(Authorized Signatory)  
[Signature]

AMT (USA) INC.

Per: [Signature]  
(Authorized Signatory)

[Signature]

Schedule "A"

**DESCRIPTION OF THE COPPER CREEK PROPERTY**

Name	Type	Current Owner	Legal	Status
008-107857	State Lease	AMT (USA) Inc.	Prospecting Permit	AMT
008-107858	State Lease	AMT (USA) Inc.	Prospecting Permit	AMT
008-107859	State Lease	AMT (USA) Inc.	Prospecting Permit	AMT
Albatross No. 1	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Albatross No. 17	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Albatross No. 2	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Albatross No. 3	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Albatross No. 4	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Albatross No. 5	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Albatross No. 6	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Albatross No. 7	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Albatross No. 8	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
American Eagle	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Angusto Lode	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Aurora	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Buzzard No. 1	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Buzzard No. 2	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Buzzard No. 3	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Buzzard No. 4	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Buzzard No. 5	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Buzzard No. 6	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Buzzard No. 7	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Buzzard No. 8	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
C.C. 11	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
C.C. 12	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
C.C. 8	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
C.C. 9	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Camino Lode	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Center Star	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Clark No. 1	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Copper Cliff	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Copper Reef No. 2	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Copper Reef No. 3	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Copper Reef No. 4	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Copper Reef No. 5	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Copper Ridge	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Copper Trail # 1	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Copper Trail # 2	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Copper Trail # 3	Unpatented	AMT (USA) Inc.	Mining Claim	AMT

Name	Type	Current Owner	Legal	Status
Copper Trail # 4	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Crow 1	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Crow 10	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Crow 11	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Crow 12	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Crow 13	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Crow 14	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Crow 15	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Crow 16	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Crow 17	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Crow 2	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Crow 20	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Crow 21	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Crow 22	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Crow 23	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Crow 24	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Crow 25	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Crow 26	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Crow 3	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Crow 4	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Crow 5	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Crow 6	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Crow 7	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Crow 8	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Crow 9	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Fraction	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Granite Hill	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Hercules	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
H-N Fraction 1	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Jay Bird	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Jupiter	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Kimbro	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Kimbro Eastern	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Lone Trail	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Mars	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Mary #1	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Middle March	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Minnesota	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Morningside	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Navajo No. 7	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Navajo No. 8	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
North Star	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
North Star No. 1	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
North Star No. 2	Unpatented	AMT (USA) Inc.	Mining Claim	AMT

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Name	Type	Current Owner	Legal	Status
North Star No. 3	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
NS #1	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Paloma	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Paloma Fraction	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Parrot 1	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Parrot 10	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Parrot 11	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Parrot 12	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Parrot 2	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Parrot 3	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Parrot 4	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Parrot 5	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Parrot 6	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Parrot 7	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Parrot 8	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Parrot 9	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
PF	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Redondo	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Siskon 65	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Siskon 66	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Siskon 67	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Siskon 68	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Siskon 69	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Siskon 70	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Siskon 71	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Siskon 72	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Siskon No. 34	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Siskon No. 35	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Siskon No. 36	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Siskon No. 37	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Siskon No. 38	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Siskon No. 39	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Siskon No. 40	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Siskon No. 41	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Siskon No. 42	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Siskon No. 44	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Siskon No. 46	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Siskon No. 48	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Siskon No. 51	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Siskon No. 52	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Siskon No. 53	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Siskon No. 54	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Siskon No. 55	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Siskon No. 56	Unpatented	AMT (USA) Inc.	Mining Claim	AMT

Name	Type	Current Owner	Legal	Status
Siskon No. 57	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Siskon No. 58	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Siskon No. 59	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Siskon No. 60	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Siskon No. 64	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Siskon No. 82	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Siskon No. 83	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Siskon No. 84	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Siskon No. 85	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Siskon No. 87	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Siskon No. 88	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Swallow 1	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Swallow 2	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Swallow 3	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Swallow 4	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Swallow 5	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Swallow 6	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Swallow 7	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Velasquez	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Velasquez Fraction	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Velasquez Wedge	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Venus	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Whippoorwill	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Wren 1	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Wren 2	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Wren 3	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Hawk #1	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Hawk #10	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Hawk #11	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Hawk #12	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Hawk #13	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Hawk #14	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Hawk #15	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Hawk #2	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Hawk #3	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Hawk #4	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Hawk #5	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Hawk #6	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Hawk #7	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Hawk #8	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Hawk #9	Unpatented	AMT (USA) Inc.	Mining Claim	AMT
Fortuna	Patented	AMT (USA) Inc.	Patented	AMT

Name	Type	Current Owner	Legal	Status
Good Luck	Patented	AMT (USA) Inc.	Patented	AMT
Wedge	Patented	AMT (USA) Inc.	Patented	AMT
Old Reliable	Patented	AMT (USA) Inc.	Patented	AMT
Gulch	Patented	AMT (USA) Inc.	Patented	AMT
Mogul	Patented	AMT (USA) Inc.	Patented	AMT
Childs	Patented	AMT (USA) Inc.	Patented	AMT
Childs 1	Patented	AMT (USA) Inc.	Patented	AMT
Childs 2	Patented	AMT (USA) Inc.	Patented	AMT
Childs 3	Patented	AMT (USA) Inc.	Patented	AMT
Longstreet	Patented	AMT (USA) Inc.	Patented	AMT
Aldwinkle	Patented	AMT (USA) Inc.	Patented	AMT
Grand View	Patented	AMT (USA) Inc.	Patented	AMT
Veta Rica	Patented	AMT (USA) Inc.	Patented	AMT
Russett Dyke	Patented	AMT (USA) Inc.	Patented	AMT
Rainbow Ledge	Patented	AMT (USA) Inc.	Patented	AMT
Mineral Hill	Patented	AMT (USA) Inc.	Patented	AMT
Four Metals	Patented	AMT (USA) Inc.	Patented	AMT
Cuprite	Patented	AMT (USA) Inc.	Patented	AMT
Lucky Joe	Patented	AMT (USA) Inc.	Patented	AMT
Silver Saddle	Patented	AMT (USA) Inc.	Patented	AMT
Iron Dyke	Patented	AMT (USA) Inc.	Patented	AMT
Deep Lode	Patented	AMT (USA) Inc.	Patented	AMT
Golden Spur	Patented	AMT (USA) Inc.	Patented	AMT
Mineral Reef	Patented	AMT (USA) Inc.	Patented	AMT
Vulcan	Patented	AMT (USA) Inc.	Patented	AMT
Jewel	Patented	AMT (USA) Inc.	Patented	AMT





Schedule "B"

AREA OF COMMON INTEREST

Land included in Area of Common Interest by Township, Range, and Section all in  
G&SRM Arizona

T7S, R18E, Sections: 32, 33, 34, 35, 36

T7S, R19E, Sections: 31, 32, 33

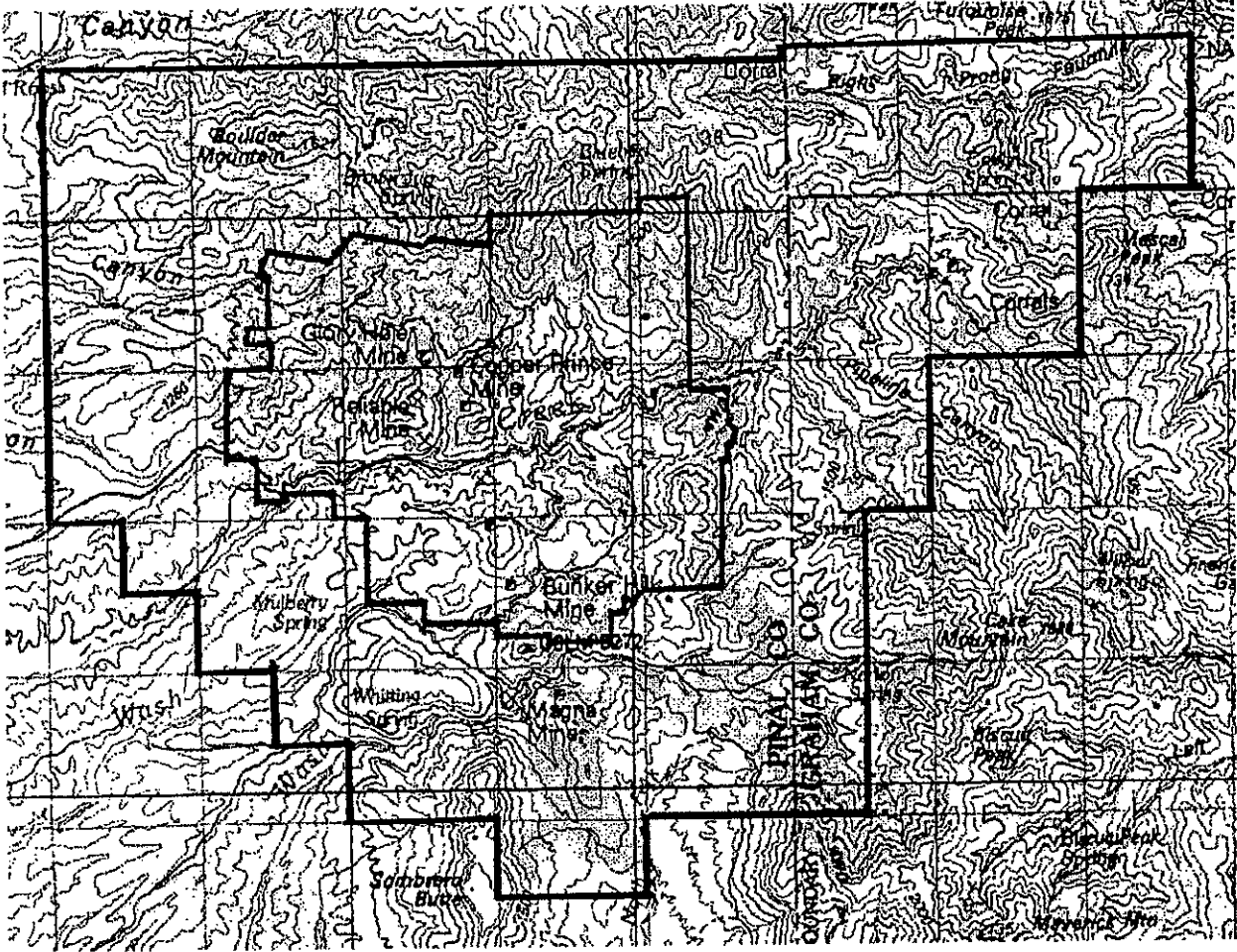
T8S, R18E, Sections: 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 13, 14, 15, 16, NE ¼ 17, NE ¼ 21,  
22, 23, 24, N1/2 26

T8S, R19E, Sections: 5, 6, 7, W1/2 18, W1/2 19



Schedule "C"

MAP OF THE COPPER CREEK PROPERTY



- Area of Interest Boundary
- Copper Creek Property Boundary

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## SCHEDULE "D"

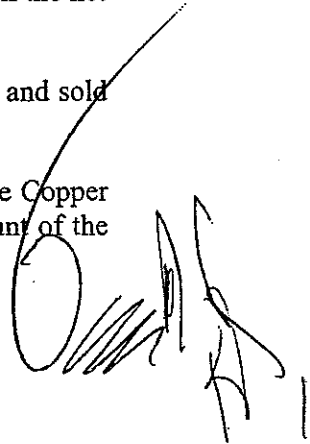
### CALCULATION AND PAYMENT OF ROYALTY PAYMENT

1. Interpretation. Redhawk, as "Payor" will pay the Royalty Payment to AMT USA, as "Payee", as provided in paragraph 3 of the Letter Agreement, which will be calculated and paid to "Payee" in accordance with the terms of this Schedule D. Terms having defined meanings in the Letter Agreement and used in this Schedule will have the same meanings in this Schedule as assigned to them in the Letter Agreement unless otherwise specified or the context otherwise requires.

2. Royalty Payment. The obligation to pay the Royalty Payment will accrue upon the outturn of refined metals to Payor's account, or the sooner sale of unrefined metals, concentrates, ores or other Product, as hereinafter provided.

3. Definitions. The following words and phrases will have the meanings hereinafter ascribed to them unless otherwise stated or the context otherwise requires:

- a) "Royalty Payment" means the gross Value of Product, less all direct costs, charges and expenses incurred Offsite and paid or incurred, or deemed paid or incurred, by Payor with respect to such Product including, without limitation:
- (i) all direct costs and charges incurred Offsite for treatment of Product in the beneficiation, smelting and refining processes including handling, processing and provisional settlement fees, sampling, assaying and representation costs, penalties and other process or deductions, and interest;
  - (ii) the actual costs of transportation (including freight, insurance, customs and customs brokerage, security, transaction taxes, handling, port, demurrage, delay, and forwarding expenses incurred by reason of or in the course of such transportation) of Product to the place of refining, beneficiation or treatment and then to the place of sale;
  - (iii) the actual cost of any sales or brokerage charges levied by any sales or brokerage agent on the sale of Product, and
  - (iv) sales, use, gross receipts, severance, export and ad valorem taxes and any other tax or government royalty or levy payable by Payor and based directly upon and actually assessed against the value or quantity disposed or deemed disposed of but excluding any and all taxes based upon the net or gross income of Payor.
- b) "Gross Value" means, for the following categories of Product produced and sold by Payor:
- (i) if Payor causes Product to be produced from ores mined from the Copper Creek Property, then the Gross Value shall be equal to the amount of the



proceeds actually received by Payor during the calendar month from the sale of such refined or processed metals;

(ii) if Payor sells raw ores Product mined from the Copper Creek Property, then the Gross Value shall be equal to the amount of the proceeds actually received by Payor during the calendar month from the sale of such raw ores.

c) "Offsite" means beyond the outer boundary of the Area of Common Interest with respect to the Copper Creek Property, as described in Schedule "B" to the Letter Agreement.

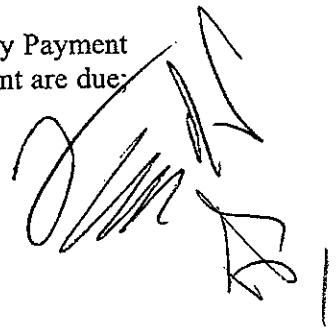
4. Trading Activities Excluded. Payee acknowledges that the purpose of paragraph 3 above is to pay Payee a Royalty Payment on the basis of the price or proceeds actually received by Payor for Product mined from the Copper Creek Property. Payee further acknowledges that Payor will have the right to market and sell or refrain from selling refined metals produced from the Copper Creek Property in any manner it may, in its sole discretion, elect, and that Payor will have the right to engage in forward sales, future trading or commodity options trading, and other price hedging, price protection, and speculative arrangements (collectively, "Trading Activities") which may, but not necessarily, involve the possible delivery of metals produced from the Copper Creek Property. Payee specifically acknowledges and agrees that Payee will not be entitled to participate in the proceeds or be obligated to share in any losses generated by Payor's actual marketing or sales practices or by its Trading Activities. Payor may sell Product to any purchaser it wishes.

5. Processing Activities. Payor may, but is not obligated to, beneficiate, mill, sort, concentrate, refine, smelt or otherwise process and upgrade Product mined from the Copper Creek Property prior to sale, transfer or conveyance to a purchaser, user or consumer.

6. Measurement Procedures. All Product for which the Royalty Payment is payable will be weighed or measured, sampled and analyzed in accordance with generally accepted mining and metallurgical practices. After such measurement Payor may mix or commingle such Product with ores, materials, concentrates or other products from other properties.

7. Payment Terms and Statement. The Royalty Payment will become due and payable quarterly on or before 60 days following the calendar quarter in which Payor receives payment for such metals. Payments on account of the Royalty Payment will be accompanied by a statement (a "Statement") showing in reasonable detail:

- a) the quantities and grades of the refined metals, concentrates or other Product produced and sold or deemed sold by Payor in the preceding calendar quarter;
- b) all costs and other deductions used in computing the applicable Royalty Payment for each Product on which payments on account of the Royalty Payment are due; and

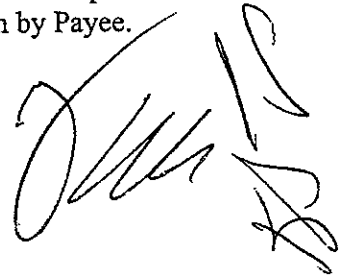
A handwritten signature and initials are present in the bottom right corner of the page. The signature appears to be a stylized name, possibly 'J. Smith', and the initials 'JS' are written below it.

- c) other pertinent information in sufficient detail to explain the calculation of the Royalty Payment.

The obligation to prepare and deliver Statements will be terminated upon the shutdown of the operation of the Copper Creek Property as a mine and the final outturn to Payor's pool account or other disposition of all Product produced prior to such shutdown.

8. Method of Payment. Payment of all amounts on account of the Royalty Payment will be made to Payee in immediately available United States funds by bank draft, certified cheque or wire transfer at such place, or to such financial institution, in the United States or Canada as Payee may specify to Payor in writing from time to time, but in any event not later than ninety (90) days prior to the due date of any such payment. Interest will accrue and be payable daily from the date on which any payment on account of the Royalty Payment is required to be made hereunder until payment of such amount at an annual rate equal to the prime rate of The Chase Manhattan Bank (as announced from time to time by the main branch of The Chase Manhattan Bank as its "prime rate") plus one (1) percent.

9. Objection and Audit Procedures. All Royalty Payments will be considered final and in full satisfaction of all obligations of Payor with respect thereto, unless Payee delivers to Payor a written notice ("Objection Notice") describing and setting forth a specific objection to the calculation thereof within one hundred and twenty (120) days after receipt by Payee of a Statement. If Payee objects to a particular Statement as herein provided, Payee will, for a six (6) month period thereafter, have the right upon reasonable notice and at a reasonable time, to have Payor's accounts and records relating to all of the factors involved in the calculation of the Royalty Payment in question audited by Payee's auditors. Payor will cooperate with and provide all information requested by or on behalf of the auditors in connection with such audit. If Payor objects to the conclusions at the audit performed by Payee's auditors, then the matter will be resolved by a panel of three accountants (the "Accountants") comprised of a representative of each of Payor's auditors, Payee's auditors and a firm of independent accountants of nationally recognized standing selected by Payor's auditors and Payee's auditors. The resolution of the dispute by the Accountants will be final and binding on Payor and Payee. If it is concluded that there has been a deficiency or an excess in the payment made to Payee, such deficiency or excess will be resolved by adjusting the next quarterly Royalty Payment due hereunder. Payee will pay all the costs and expenses of such audit unless a deficiency of \$5,000 or less of the amount due is determined to exist. Payor will pay the costs and expenses of such audit if a deficiency of \$5,000 or more of the amount due is determined to exist. All books and records used and kept by Payor to calculate the Royalty Payment due hereunder will be kept in accordance with Canadian generally accepted accounting principles. Failure on the part of Payee to make claim against Payor for adjustment in such one hundred and twenty (120) day period after receipt by Payee of a Statement by delivery of an Objection Notice will conclusively establish the correctness and sufficiency of the Statement and Royalty Payment for such quarter, and forever preclude the filing of exceptions thereto or making of claims for adjustment thereon by Payee.

Handwritten signature and initials in the bottom right corner of the page.

# EXHIBIT "H"

CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF

NO: 500-17-028733-056

SUPERIOR COURT

---

THIS 2006 FEV. 20

PRESENT: ME ODETTE CORDEAU  
Greffière spéciale

---

RSM RICHTER INC. a legal person, in its  
capacity as Receiver of the assets,  
undertakings and properties of Gestion de  
Placements Norshield (Canada) Ltée /  
Norshield Asset Management (Canada) Ltd.  
et als

PLAINTIFF

-vs-

AMT INTERNATIONAL MINING  
CORPORATION

-and-

AMT (USA) INC.

DEFENDANTS

---

JUDGMENT

---

[1] THE COURT is seized with a Motion to institute proceedings dated December 19, 2005;

J.C. 0716

- [2] **SEEING** the default of Defendants to appear within the legal delays;
- [3] **SEEING** the Action, the Exhibits and the Affidavit of Eric Rodier dated January 4, 2006;
- [4] **THE COURT RENDERS THE FOLLOWING JUDGMENT:**
- [5] **GRANT** Plaintiff's action;
- [6] **CONDEMN** Défendant AMT International Mining Corporation to pay to Plaintiff the sum of \$1,834,769, with interest thereon at the legal rate of interest, plus the special indemnity provided under Article 1619 C.C.Q. from April 30, 2004;
- [7] **CONDEMN** Defendant AMT (USA), Inc. to pay to Plaintiff the sum of \$1,000,000, with interest thereon at the legal rate of interest, plus the special indemnity provided under Article 1619 C.C.Q. from April 30, 2004.
- [8] **THE WHOLE** with costs against Defendants.

(S) Me Odette Cordeau

---

COPIE CONFORME

  
greffière spéciale

# EXHIBIT "I"

CANADA  
PROVINCE DE QUÉBEC  
DISTRICT DE MONTRÉAL

COUR SUPÉRIEURE  
(Chambre civile)

NO : 500-17-028733-056

Le 22 février, 2007

SOUS LA PRÉSIDENTE DE :

ME ODETTE CORDEAU  
greffière spéciale

**RSM RICHTER INC.**

demanderesse

c.

**AMT INTERNATIONAL MINING CORPORATION**  
et  
**AMT (USA) INC.**

défenderesses

et

**POTHIER VALIQUETTE**

tierce saisie

## JUGEMENT

- [1] **LE TRIBUNAL**, saisi de l'inscription de la demanderesse pour jugement sur la déclaration affirmative de la tierce saisie, rend jugement;
- [2] **VU** les jugement condamnant la défenderesse **AMT International Mining Corporation** à payer à la demanderesse la somme de 1,834,769.00\$ avec intérêts au taux de 5% l'an ainsi que l'indemnité additionnelle prévue par la loi à compter du 30 avril 2004 et condamnant la défenderesse **AMT (USA) inc.** à payer à la demanderesse la somme de 1,000,000.00\$ avec intérêts au taux de 5% l'an ainsi que l'indemnité additionnelle prévue par la loi, le tout avec dépens;



[3] VU la déclaration affirmative de la tierce saisie et le défaut de comparaître des défenderesses:

[4] PAR CES MOTIFS:

[5] DÉCLARE bonne et valable la saisie-arrêt pratiquée en l'instance et **ORDONNE** à la tierce saisie de payer à la demanderesse les sommes qu'elle a déclaré devoir aux défenderesses en paiement de la créance de la demanderesse en capital, intérêts, indemnité additionnelle et frais et ce, dans les 10 jours de la signification du présent jugement.

JC 0716

(s) Odette Cordeau  
greffière spéciale

COPIE CONFORME

  
greffier adjoint

# EXHIBIT "J"

WHEN RECORDED MAIL TO:



OFFICIAL RECORDS OF  
PINAL COUNTY RECORDER  
LAURA DEAN-LYTTLE

National Document  
2601 N. 3rd Street, Suite 202  
Phoenix, AZ 85004  
Attn: Kristi Hastings Ref:

DATE/TIME: 01/24/07 1600  
FEE: \$16.00  
PAGES: 8  
FEE NUMBER: 2007-010409

OK

## RELEASE AND SATISFACTION OF MORTGAGE

WHEREAS, AMT (USA) INC., an Arizona corporation ("Mortgagor"), mortgaged to NORSHIELD INVESTMENT CORPORATION ("Mortgagee") that certain real property described in Exhibit A attached hereto and incorporated herein by this reference (the "Property"), pursuant to that certain Realty Mortgage, dated February 20, 2001 and recorded February 20, 2001 as Fec No. 2001-006809, in the Official Records of the Pinal County Recorder, Pinal County, Arizona, USA (the "Mortgage"), attached hereto as Exhibit B;

WHEREAS, on June 29, 2005, the Ontario Superior Court of Justice (Commercial List), Canada, (the "Court") issued an initial order (the "Initial Order") appointing RSM RICHTER INC. as receiver (the "Receiver") of all the assets, undertakings and properties of NORSHIELD ASSET MANAGEMENT (CANADA) LTD. and other related companies (the "Norshield Group");

WHEREAS, on July 14, 2005, the Court continued the appointment of the Receiver pursuant to the Initial Order in respect of the Norshield Group until such time as the Receiver completed its administration of the estate of the Norshield Group and applied for its discharge (the "Permanent Order");

WHEREAS, on September 9, 2005, the Court appointed Receiver as receiver of all assets, undertakings and properties of Mortgagee and other corporations pursuant to the terms of the Initial Order (the "Additional Order");

WHEREAS, Mortgagee has changed its name and is now known as HONEYBEE SOFTWARE TECHNOLOGIES INC./LES TECHNOLOGIES DE LOGICIELS HONEYBEE INC.;

WHEREAS, on October 15, 2005, the Court issued an order amending the Additional Order to reflect the name change, deleting NORSHIELD INVESTMENT CORPORATION from paragraph 3(i) and replacing it with HONEYBEE SOFTWARE TECHNOLOGIES INC./LES TECHNOLOGIES DE LOGICIELS HONEYBEE INC. (the "Amended Order"), and together with the Initial Order, the Permanent Order and the Additional Order, the "Court Orders");

**WHEREAS**, pursuant to the Court Orders, Receiver is entitled to take possession and control of all current and future assets, undertakings and properties of every nature and kind whatsoever and wherever situated, including all proceeds of Mortgagee, now known as HONEYBEE SOFTWARE TECHNOLOGIES INC./LES TECHNOLOGIES DE LOGICIELS HONEYBEE INC.;

**WHEREAS**, Receiver is specifically entitled: (a) 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; (b) to settle, extend or compromise any indebtedness owing to the debtors; and (c) to execute, assign, issue and endorse documents of whatever nature, whether in Receiver's name or in the name and on behalf of the debtors, for purposes pursuant to the Court Orders;

**WHEREAS**, the indebtedness secured by the Mortgage was fully satisfied by Mortgagor on or about August 31, 2005; and

**WHEREAS**, Mortgagee desires to release the Property pursuant to this Release and Satisfaction of Mortgage.

**NOW, THEREFORE**, the undersigned, in its capacity as Receiver of the assets and undertakings of Mortgagee, now known as HONEYBEE SOFTWARE TECHNOLOGIES INC./LES TECHNOLOGIES DE LOGICIELS HONEYBEE INC., does hereby release, without covenant or warranty, express or implied, unto the parties legally entitled thereto, all right, title and interest in the Property under the Mortgage.

*[Signature Page to Follow]*

DATED this 19<sup>th</sup> day of JANUARY, 2007.

RSM RICHTER INC., in its capacity as Receiver of the assets and undertakings of NORSHIELD INVESTMENT CORPORATION, now known as HONEYBEE SOFTWARE TECHNOLOGIES INC./LES TECHNOLOGIES DE LOGICIELS HONEYBEE INC.

Per: *Eric A. Rodier*  
Duly authorized ERIC A. RODIER

SWORN to before me at the City of Montreal,  
in the Province of Quebec this 19<sup>th</sup> day of  
January, 2007

*Anne-Marie Beaulieu*  
Commissioner for Oaths for the  
District of Montreal



## **EXHIBIT A**

### **The Property**

The OLD RELIABLE, FORTUNA, WEDGE, GULCH and GOOD LUCK patented lode mining claims of U.S. Mineral Survey No. 4059 situated in the Bunker Hill (Copper Creek) Mining District in Section 10, Township 8 South, Range 18 East, Gila and Salt River Meridian, the United States Patent of which is of record in the office of the Recorder of Pinal County, Arizona in Book 5 of Mining Deeds, page 432 and the descriptions contained in which Patent are by this reference incorporated herein; together with all rents, issues and profits thereof.

**EXHIBIT B**

**Mortgage**

**[Attached]**

3

when recorded mail to:

Norshield Financial Group  
Attn: Dale Smith  
1 Place Villa Marie, Suite 2315  
Montreal, Quebec H3B 3M5  
CANADA



OFFICIAL RECORDS OF  
PINAL COUNTY RECORDER  
LAURA DEAN-LYTTLE

DATE: 02/20/01 TIME: 1201  
FEE : 15.00  
PAGES: 3  
FEE NO: 2001-000000

---

(The above space reserved for recording information)

REALTY MORTGAGE

---

DO NOT DISCARD THIS SHEET. THIS COVER PAGE IS RECORDED AS PART OF YOUR DOCUMENT. THE CERTIFICATE OF RECORDATION WITH THE FEE NUMBER IN THE UPPER RIGHT CORNER IS THE PERMANENT REFERENCE NUMBER OF THIS DOCUMENT IN THE PINAL COUNTY RECORDER'S OFFICE.

## REALTY MORTGAGE

KNOW ALL BY THESE PRESENTS THAT AMT (USA) INC., an Arizona corporation whose address is 7400 North Oracle Road, Suite 343, Tucson, AZ 85704-6342 (hereinafter referred to as "MORTGAGOR"), is a wholly-owned subsidiary of AMT INTERNATIONAL MINING CORPORATION, a corporation organized and existing under the laws of the Province of Ontario, Canada (hereinafter referred to as "AMT INTERNATIONAL") and that in consideration of ONE MILLION DOLLARS (Cdn.\$1,000,000.00) in hand paid by NORSHIELD INVESTMENT CORPORATION, a corporation organized and existing under the laws of \_\_\_\_\_ (hereinafter referred to as "MORTGAGEE") to AMT INTERNATIONAL, the receipt whereof is hereby acknowledged, MORTGAGOR does hereby grant, bargain, sell and convey to MORTGAGEE, and the successors, heirs and assigns of MORTGAGEE, the following-described property located in the County of Pinal, State of Arizona:

The OLD RELIABLE, FORTUNA WEDGE, GULCH and GOOD LUCK patented lode mining claims of U.S. Mineral Survey No. 4059 situated in the Bunker Hill (Copper Creek) Mining District in Section 10, Township 8 South, Range 18 East, Gila and Salt River Meridian, the United States Patent of which is of record in the office of the Recorder of Pinal County, Arizona in Book 5 of Mining Deeds, page 432 and the descriptions contained in which Patent are by this reference incorporated herein; together with all rents, issues and profits thereof.

TO HAVE AND TO HOLD the above-described premises, with all the privileges and appurtenances thereunto, including an undivided one half of all rents, issues and profits thereof, unto MORTGAGEE, and the successors, heirs, executors and assigns of MORTGAGEE. MORTGAGOR covenants that MORTGAGOR is well and truly seized of a good and marketable title to the premises above-conveyed in fee simple, has good rights and lawful authority to convey the same, that the title so conveyed has not heretofore been conveyed by MORTGAGOR and that MORTGAGOR will defend MORTGAGEE's interest hereunder granted against all claims whatsoever.

PROVIDED THAT, and these presents are upon this express condition, if AMT INTERNATIONAL shall pay to MORTGAGEE the consideration according to the terms and conditions of that certain Convertible Promissory Note dated March 10, 2000 and that certain Convertible Promissory Note of even date herewith (the "Promissory Notes") executed by AMT INTERNATIONAL in favour of MORTGAGEE and if MORTGAGOR or AMT INTERNATIONAL shall pay to the property officers all taxes and assessments, general or special, which shall be levied or assessed upon said real estate on or before the date when such taxes or assessments shall have become delinquent until payment in full of the consideration described in the Promissory Notes, then these presents shall be null and void and MORTGAGEE shall execute and deliver to MORTGAGOR a Release of this Realty Mortgage in a form suitable for recordation in the office of the Recorder of Pinal County, Arizona.



MORTGAGOR further covenants and agrees that in case of failure on the part of MORTGAGOR to pay any of said taxes, assessments and dues for irrigation water or power bills, MORTGAGEE may pay the same, and the amount so paid, together with interest thereon at the rate provided for in the Promissory Note of even date secured by this Mortgage, shall be a part of the debt secured by this Mortgage and a lien on said premises, immediately due and payable at the option of MORTGAGEE.

MORTGAGOR also covenants and agrees with MORTGAGEE that MORTGAGOR will, during the existence of this Mortgage, take the same care thereof that a prudent owner would take; and, in any action to foreclose this Mortgage, a receiver shall, upon application of the plaintiff in such action and without notice to the defendants, be appointed by the court to take charge of such property, to manage, carry on, protect, preserve and repair the same and receive and collect all the rents, issues and profits thereon, and apply the same to the payment of sums spent to protect, preserve and repair said property, to the payment of taxes and other charges, including his own compensation, and to the payment of said Promissory Notes with interest, any or all which may be due or become due during the pendency of the action, until sale be finally made and deed made and delivered thereunder; and in case of such foreclosure, MORTGAGOR will pay to MORTGAGEE in addition to the taxable cost of the foreclosure suit, a reasonable amount additional as attorneys' fees, together with a reasonable fee for the title search made in preparation and conduct of such suit, which shall be a lien on said premises and secured by this Mortgage.

The covenants and agreements herein contained shall inure to the benefit of and be binding upon the heirs, executors, administrators, directors, employees, shareholders, successors and assigns of MORTGAGOR and MORTGAGEE.

DATED this 20<sup>th</sup> day of February 2001.

AMT (USA) INC.

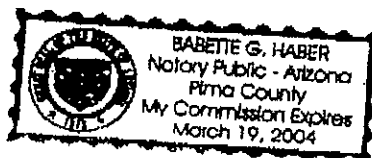
By: *Mani M. Verma*  
Mani M. Verma, President

STATE OF ARIZONA     )  
                                  ) ss.  
COUNTY OF PIMA     )

The foregoing instrument was acknowledged before me this 20 day of February, 2001, by Mani Verma, the President of AMT (USA) INC., an Arizona corporation on behalf of the corporation.

*Babette G. Haber*  
Notary Public

My Commission Expires:



AMT INTERNATIONAL MINING CORPORATION  
AND  
AMT (USA) INC.

Estimated Additional Claims

	<u>US\$</u>
• Amalgamet Canada	\$200,000
• Blake Cassels & Graydon	100,000
• TB Construction	67,000
• Miscellaneous	25,000
	<u>\$392,000</u>

# EXHIBIT<sup>u</sup>

CERTIFICATE #:  
NO DE CERTIFICAT:  
05425623-9061041B

## CLEAR CERTIFICATE / CERTIFICAT LIBRE

SHERIFF OF /  
SHERIF DE: CITY OF TORONTO (TORONTO)

DATE OF CERTIFICATE /  
DATE DU CERTIFICAT : 2007-04-13

THIS CERTIFIES THAT THERE ARE NO WRITS OF EXECUTION, EXTENT OR  
CERTIFICATES OF LIEN IN MY HANDS AT THE TIME OF SEARCHING AGAINST  
THE REAL AND PERSONAL PROPERTY OF:

JE CERTIFIE, PAR LA PRESENTE, NE PAS AVOIR DE BREF D'EXECUTION,  
NI DE CERTIFICAT DE PRIVILEGE, NI D'ORDONNANCE EN MA POSSESSION  
AU MOMENT DE LA RECHERCHE VISANT LES BIENS MEUBLES OU IMMEUBLES DE:

SURNAME / NOM                      GIVEN NAME(S) / PRENOM(S)

=====

(COMPANY/SOCIETE) AMT INTERNATIONAL MINING CORPORATION

CAUTION TO PARTY REQUESTING SEARCH:  
ENSURE THAT THE ABOVE INDICATED NAME IS THE SAME AS THE NAME SEARCHED.  
THIS NAME WILL REMAIN CLEAR UNTIL THE CLOSE OF BUSINESS THIS DATE.

AVERTISSEMENT A LA PARTIE QUI DEMANDE LA RECHERCHE:  
ASSUREZ-VOUS QUE LE NOM INDIQUE CI-DESSUS EST LE MEME QUE CELUI QUI  
EST RECHERCHE. CET ETAT DEMEURE VALIDE JUSQU'A LA FIN DE LA JOURNEE  
DE TRAVAIL.

CHARGE FOR THIS CERTIFICATE /  
FRAIS POUR CE CERTIFICAT : \$11.00

SEARCHER REFERENCE /  
REFERENCE CONCERNANT L'AUTEUR DE LA DEMANDE: 25403

RUN NUMBER : 103  
RUN DATE : 2007/04/13  
ID : 20070413104522.07

PROVINCE OF ONTARIO  
MINISTRY OF CONSUMER AND BUSINESS SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 1  
( 5448)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE  
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : AMT INTERNATIONAL MINING CORPORATION

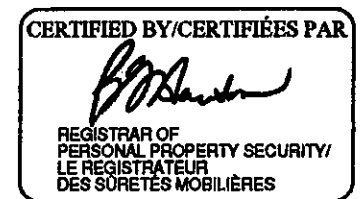
FILE CURRENCY : 12APR 2007

ENQUIRY NUMBER 20070413104522.07 CONTAINS 1 PAGE(S), 0 FAMILY(IES).

NO REGISTRATIONS ARE REPORTED IN THIS ENQUIRY RESPONSE.

THORNTONGROUTFINNIGAN LLP

100 WELLINGTON STREET WEST, SUITE 3200  
TORONTO ON M5K 1K7



(cfr - 12/2001)



# Confirmation Letter / Lettre de confirmation

Canadian Securities Registration Systems/Systèmes d'Enregistrement des Garanties Canadiennes

Suite 200, 4126 Norland Avenue, Burnaby, BC V5G 3S8

Authorized Section 427 Bank Act Registrar / Bureau d'enregistrement autorisé conformément à l'article 427 de la *Loi sur les banques*.

Oncorp Direct Inc.  
1033 Bay Street, Suite 313  
Toronto, Ontario  
M5S 3A5

2007/04/13 07:54:54 AM PDT

Ref / Objet: 01907863

Tel/Tél: 1-416-964-2677  
Fax/Télécopie: 1-416-964-3975

Acct# 7129

Dear Sir / Madam

Monsieur / Madame

Re: **Bank Act Security - Section 427**

Objet: **Garanties données en vertu de la *Loi sur les banques* - article 427**

We have processed your request(s) and hereby confirm the following results: (\*see below).

Nous avons donné suite à votre (vos) demande(s) et nous vous faisons part des résultats suivants: (\* voir ci-dessous).

## REFERENCE

## REFERENCE

(2) A search has been made of the notices of intention to give security under the Bank Act registered in the province of Ontario. As at the date and time above, our records indicate the following.

(2) Nous avons examiné les préavis qui se rapportent aux garanties données en vertu de la *Loi sur les banques* et qui sont enregistrés pour la province de: Ontario. À la date et à l'heure indiquées ci-dessus.

Your search for the company

Votre recherche pour la société

AMT INTERNATIONAL MINING CORPORATION

AMT INTERNATIONAL MINING CORPORATION

révèle les résultats suivants:

returns the following results:

Type	Registration Name	Address
Type	Enregistrement au nom de	Adresse

Date	Expires	Number	Bank
Date	Expires	Numéro	Banque

(2) No matches were found / Aucune donnée correspondante au registre

*R. Conconi*

For Registrar / Pour le Régistrare

We acknowledge receipt of fees  
as follows:

Nous accusons réception des droits prescrits dont  
les montants s'établissent comme suit:

Type Type	Fee Tarif	GST TPS	Quantity Quantité	TOTAL TOTAL	Receipt No. Numéro du reçu
(2)	\$13.66	\$0.34	1	\$14.00	01907863 - R-R-SN- W
				<b>\$14.00</b>	GST/TPS #: 125 614 362



Office of the Superintendent  
of Bankruptcy Canada

An Agency of  
Industry Canada

Bureau du surintendant  
des faillites Canada

Un organisme  
d'industrie Canada

Canada

## INSOLVENCY SEARCH

2007/04/13

Search: Name = 'AMT INTERNATIONAL MINING CORPORATION', Name Type =  
'Business'

### Reference:

A name search has been made of the public record kept by the Superintendent of Bankruptcy for all the Districts and Divisions in Canada.

The public record was found to contain no facts nor any reference to the aforementioned name, from 1978 to 2007/04/10.



Protecting the  
integrity of the  
Insolvency System

Protéger l'intégrité  
du système  
d'insolvabilité

<http://osb-bsf.gc.ca>

# EXHIBIT <sup>M</sup>

ARIZONA SUPERIOR COURT, PIMA COUNTY

**Plaintiff,**  
D&G MINING CO., LLC, an Arizona  
limited liability company,

NO. 020070975

**Defendant,**  
AMT (USA), Inc., a subsidiary of  
AMT INTERNATIONAL MINING  
CORPORATION, a subsidiary of  
NORSHIELD FINANCIAL GROUP, a  
Canadian corporation; JOHN DOES I-X;  
JANE DOES I-X; ABC CORPORATIONS I-X;  
XYZ PARTNERSHIPS I-X

CIVIL SUMMONS

JUDGE JOHN F. KELLY

THE STATE OF ARIZONA to the above-named Defendant:

AMT (USA), INC.  
c/o Rusing and Lopez, Statutory Agent  
6262 N. Swan Road, #200  
Tucson, Arizona 85718

- I. A lawsuit has been filed against you.
- II. If you do not want a Judgment taken against you for the relief demanded in the accompanying Complaint, you must file a Response in writing in the Office of the Clerk of the Superior Court, 110 West Congress, Tucson, Arizona, accompanied by the necessary filing fee. A copy of the Response must also be mailed to the Plaintiff or Plaintiff's attorney whose name appears below.
- III. The Response must be filed within **TWENTY DAYS**, exclusive of the date of service, if served within the State of Arizona, or within **THIRTY DAYS**, exclusive of the date of service, if served outside the State of Arizona.
- IV. This is a legal document. If you do not understand its consequences, you should seek the advice of an attorney.

WITNESS My Hand and the Seal of the Superior Court.

DATED: FEB 13 2007

CLERK OF THE SUPERIOR COURT

PATRICIA A. NOLAND

By: \_\_\_\_\_  
Deputy Clerk



**Attorney's Name, Address, Phone**

Joseph H. Watson  
109 East Speedway Blvd.  
Tucson, AZ 85705  
(520) 884-0484  
Computer No. 60868

PLEASE NOTE: REQUESTS FOR REASONABLE ACCOMMODATION FOR PERSONS WITH DISABILITIES MUST BE MADE TO THE COURT BY PARTIES AT LEAST 3 WORKING DAYS IN ADVANCE OF A SCHEDULED COURT PROCEEDING.



1 **LAW OFFICES OF**  
2 **JOSEPH H. WATSON**  
3 **109 E. Speedway Blvd.**  
4 **Tucson, Arizona 85705-7763**  
5 **(520) 884-0484**

6 **Attorney for Plaintiff**  
7 **Pima County Computer No. 60868**  
8 **State Bar No. 011346**

9 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

10 **IN AND FOR THE COUNTY OF PIMA**

11 **D&G MINING CO., LLC, an Arizona**  
12 **limited liability company,**

13 **Plaintiff,**

14 **vs.**

15 **AMT (USA), INC., a subsidiary of**  
16 **AMT INTERNATIONAL MINING**  
17 **CORPORATION, a subsidiary of NORSHIELD**  
18 **FINANCIAL GROUP, a Canadian corporation;**  
19 **JOHN DOES I-X; JANE DOES I-X; ABC**  
20 **CORPORATIONS I-X; XYZ PARTNERSHIPS**  
21 **I-X,**

22 **Defendants.**

23 **CASE NO.**

24 **VERIFIED COMPLAINT**

25 **JUDGE JOHN F. KELLY**

26 COMES NOW the Plaintiff, D&G Mining Co., LLC, Lessor of various mining claims  
27 known as the Moose 2, 4, 6 and 8, located in the Bunker Hill Mining District of Pinal County,  
28 Arizona, by and through its attorney, Joseph H. Watson, filing its claims for breach of lease  
against AMT (USA), Inc., and its parent companies, as follows:

I

A lease option agreement exists between D&G Mining Co., LLC, and AMT (USA), Inc.  
dated July 1, 1997, and terminated by D&G Mining on October 20, 2005, for non-payment.

II

D&G Mining Co., LLC, through its predecessor-in-interest, D&G Mining Co., LP, was  
the owner of record of four load mining claims known as the Moose 2, 4, 6 and 8, located in the  
Bunker Hill Mining District in Pinal County, Arizona.

III

AMT (USA), Inc. has its offices for the statutory agent in Pima County, Arizona. AMT

1 (USA), Inc.'s principal offices were in Tucson, Pima County, Arizona. The Defendants,  
2 Norshield and AMT International, Inc. are believed to be foreign corporations, and thus, venue is  
3 proper in Pima County with regard to those Defendants as the Plaintiff, D&G Mining Co., LLC,  
4 has its principal place of business in Pima County, Arizona. Jurisdiction over this contract  
5 action, to be performed in Arizona, is within the Pima County Superior Courts.

6 IV

7 The claims in question are contiguous with a larger group of patented and unpatented  
8 claims which cover a historical mining area known as Copper Creek.

9 V

10 During the period of its ownership, D&G Mining has leased the above claim group to  
11 three companies; namely, Newmont Exploration Co., then AMT (USA) International, and later  
12 Red Hawk Resources, Inc.

13 VI

14 The lease in question provided for annual payments beginning on the signing of the lease  
15 and escalating to a figure of \$100,000 per year by 2002. All lease payments were to apply to a  
16 buyout option, which also had escalation amounts over a 10-year term of the lease.

17 VII

18 Termination clauses are provided in the lease for both the Lessee and the Lessor. The  
19 Lessor could only terminate by reason of default. When the anniversary date of July 1, 2000  
20 arrived, it was evidence that AMT was underfunded and undercapitalized. AMT (USA), Inc.  
21 requested a renegotiation of payment dates, as they anticipated getting new funding for the  
22 project.

23 VIII

24 AMT (USA), Inc. then requested an extension of time through a letter from its President,  
25 Mani Verma, dated December 1, 2000. A goodwill payment of \$10,000.00, against the due  
26 payment of \$80,000.00, was made at that time.

27 IX

28 AMT (USA), Inc. continued to search for a venture partner or investment group to fund

1 the project. AMT negotiated for extensions of payments to be made. Red Hawk Resources, Inc.  
2 then entered the picture in 2005, when copper prices were improving, negotiating with AMT and  
3 D&G to require both claim groups. However, when it was explained to Red Hawk and AMT  
4 that there existed back-payments of \$500,000.00 due on the existing lease, there was, at first,  
5 vehemently denial and then some sort of acknowledgment that this debt existed.

6 X

7 There was a feeble effort made by AMT (USA), Inc. to have D&G negotiating the debt  
8 owed because D&G would have a new agreement with Red Hawk. This feigned waiver claimed  
9 by AMT (USA), Inc. does not exist. In 2005, AMT made an agreement with Red Hawk  
10 Resources, Inc. and D&G was left out in the cold. AMT (USA), Inc. then abandoned the project.

11 XI

12 On October 20, 2005, D&G Mining Co., LLC, formerly terminated its agreement with  
13 AMT (USA), Inc.

14 XII

15 AMT (USA), Inc. is believed to be 100% owned by Norshield Financial Group through  
16 AMT International, Inc., believed to be a Canadian corporation.

17 XIII

18 It is believed that the company known as AMT (USA), Inc. was underfunded and  
19 undercapitalized and used as a shell to protect AMT International, Inc. and Norshield Financial  
20 Group from financial obligations which might be incurred while failing to provide adequate  
21 capitalization for the corporation.

22 XIV

23 It is believed the ownership and control of the three entities, AMT (USA), Inc., AMT  
24 International, Inc. and Norshield Financial Group is fully overlapping.

25 XV

26 It is believed that Norshield Financial Group and/or a division thereof are responsible for  
27 the debts owed to D&G Mining Co., LLC, an Arizona limited liability company, under the  
28 doctrines of *respondeat superior*, vicarious liability and/or a piercing of the corporate veil.

1 XVI

2 Fictitious Defendants are listed within the caption as it is not clear the pathways of  
3 corporate control which exist in this matter. Individuals, who are believed to be employees of  
4 Norshield, actually run AMT (USA), Inc.'s affairs and have throughout.

5 XVII

6 This action arises out of a contract, the breach thereof being disputed. Attorney's fees  
7 and costs are available under Arizona law.

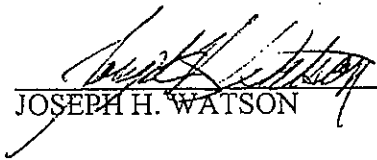
8 XVIII

9 Pre-judgment interest is available under Arizona law on all payments as they came due  
10 and owing.

11 WHEREFORE, Plaintiff requests this Court grant relief as follows:

- 12 1. Payments due under the lease between the parties for the years 2000 through 2005  
13 of \$560,000.00.
- 14 2. Awarding attorney's fees and costs if this matter is disputed by the Defendants.
- 15 3. Awarding pre-judgment interest at the highest rate allowed under Arizona law.
- 16 4. Such other and further relief as this Court deems just and proper under the  
17 circumstances.

18 Respectfully submitted this 13<sup>th</sup> day of February, 2007.

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22 JOSEPH H. WATSON  
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STATE OF ARIZONA )  
County of Pima ) ss. VERIFICATION

Harold Downey, being first duly sworn upon his oath, deposes and says:

1. I am the managing member of the Plaintiff, D&G Mining Co., LLC, an Arizona limited liability company, in the above-captioned case, and am authorized to make this Verification;

2. I have read the foregoing Verified Complaint and know the contents thereof;

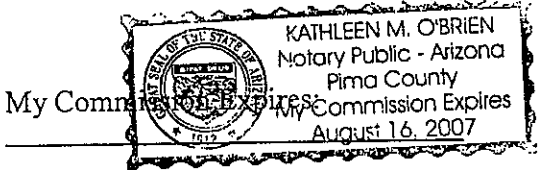
3. The matters stated therein are true, except that as to those matters stated upon information and belief, and as to those I believe them to be true.

DATED this 12<sup>th</sup> day of February, 2007.

*Harold Downey*  
HAROLD DOWNEY

SUBSCRIBED AND SWORN to before me this 12<sup>th</sup> day of February, 2007.

*Kathleen M. O'Brien*  
Notary Public



1 LAW OFFICES OF  
2 JOSEPH H. WATSON  
3 109 E. Speedway Blvd.  
4 Tucson, Arizona 85705-7763  
5 (520) 884-0484

6 Attorney for Plaintiff  
7 Pima County Computer No. 60868  
8 State Bar No. 011346

9 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

10 IN AND FOR THE COUNTY OF PIMA

11 D&G MINING CO., LLC, an Arizona  
12 limited liability company,

13 Plaintiff,

14 vs.

15 AMT (USA), INC., a subsidiary of  
16 AMT INTERNATIONAL MINING  
17 CORPORATION, a subsidiary of NORSHIELD  
18 FINANCIAL GROUP, a Canadian corporation;  
19 JOHN DOES I-X; JANE DOES I-X; ABC  
20 CORPORATIONS I-X; XYZ PARTNERSHIPS  
21 I-X,

22 Defendants.

23 CASE NO. C20070775

24 NON-UNIFORM INTER-  
25 ROGATORIES TO  
26 DEFENDANT, AMT (USA), INC.

27 JUDGE JOHN F. KELLY

28 Pursuant to the Arizona Rules of Civil Procedure, the above-named Plaintiff submits the following non-uniform interrogatories to Defendant, AMT (USA), Inc. Defendant, AMT (USA), Inc., is required to answer the non-uniform interrogatories within forty (40) days of service as provided by said Rule.

These non-uniform interrogatories shall be deemed to be continued so as to require reasonable supplemental answers if the Defendants, their agents, representatives or attorneys, obtain further information between the time the answers are served and the time of the trial.

NON-UNIFORM INTERROGATORIES

1. Account for all funds received by Red Hawk Resources or any other entity over the last seven (7) years.

ANSWER:

1  
2 2. Provide an accounting showing all expenditures made by AMT (USA), Inc. over  
3 the last seven (7) years to match those funds received above.

4 **ANSWER:**  
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10 3. List the name, address and phone number of each shareholder or member of AMT  
11 (USA), Inc., AMT International, Inc. and/or Norshield Financial Group.

12 **ANSWER:**  
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18 4. List the name, address and phone number of each officer for AMT (USA), Inc.  
19 since its existence, giving the office and period of time that person served as an officer of the  
20 corporation.

21 **ANSWER:**  
22  
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27 5. List the name, address and phone number of each member of the Board of  
28 Directors for AMT (USA), Inc. since its existence, giving the office and period of time that

1 person served as a Board of Director of the corporation.

2 **ANSWER:**

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9 6. List the name, address and phone number of each officer for AMT International,  
10 Inc. since its existence, giving the office and period of time that person served as an officer of the  
11 corporation.

12 **ANSWER:**

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18 7. List the name, address and phone number of each member of the Board of  
19 Directors for AMT International, Inc. since its existence, giving the office and period of time that  
20 person served as a Board of Director of the corporation.

21 **ANSWER:**

22  
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28 8. List the name, address and phone number of each officer for Norshield Financial



1 Group since its existence, giving the office and period of time that person served as an officer of  
2 the corporation.

3 ANSWER:  
4  
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9 9. List the name, address and phone number of each member of the Board of  
10 Directors for Norshield Financial Group since its existence, giving the office and period of time  
11 that person served as a Board of Director of the corporation.

12 ANSWER:  
13  
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19

20 Respectfully submitted this 13<sup>th</sup> day of February, 2007.

21  
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23 \_\_\_\_\_  
24 JOSEPH H. WATSON  
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26  
27  
28

1 LAW OFFICES OF  
2 JOSEPH H. WATSON  
3 109 E. Speedway Blvd.  
4 Tucson, Arizona 85705-7763  
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18 FINANCIAL GROUP, a Canadian corporation;  
19 JOHN DOES I-X; JANE DOES I-X; ABC  
20 CORPORATIONS I-X; XYZ PARTNERSHIPS  
21 I-X,

22 Defendants.

23 CASE NO. C20070775

24 REQUEST FOR PRODUCTION  
25 OF DOCUMENTS

26 JUDGE JOHN F. KELLY

27 Pursuant to Rule 34 of the Arizona Rules of Civil Procedure, Plaintiff hereby requests  
28 Defendant, AMT (USA), Inc. to produce and permit Plaintiff, its attorney or agents, to inspect  
and copy or cause to be copied the following documents described below, at the offices of Joseph  
H. Watson, 109 E. Speedway Blvd., Tucson, Arizona, within forty (40) days hereof.

DOCUMENTS AND THINGS TO BE PRODUCED

1. All documents within your possession and/or control showing distribution of funds or expenditures by AMT (USA), Inc. for the last seven (7) years or since January 2000 through present.
2. All documents within your possession and/or control showing funds received by AMT (USA), Inc. for the last seven (7) years.
3. All documents within your possession and/or control reflecting the ownership of shares and/or minutes of the Board of Directors' meetings for AMT (USA), Inc. for the last seven (7) years.

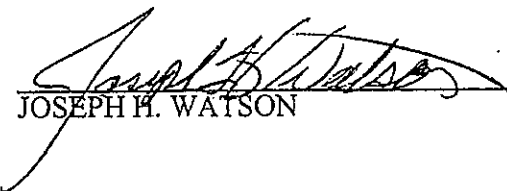
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4. All documents within your possession and/or control reflecting the ownership of shares and/or minutes of the Board of Directors' meetings for AMT International, Inc. for the last seven (7) years.

5. All documents within your possession and/or control reflecting correspondence or contact with Red Hawk Resources, Inc. and/or D&G Mining Co., LLC, over the past seven (7) years.

6. All documents referred to or related to your answers to non-uniform interrogatories, issued contemporaneously herewith.

Respectfully submitted this 13<sup>th</sup> day of February, 2007.

  
\_\_\_\_\_  
JOSEPH H. WATSON