

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE – COMMERCIAL LIST**

THE HONOURABLE MR.	)	WEDNESDAY, THE 15 <sup>TH</sup> DAY
	)	
JUSTICE MORAWETZ	)	OF FEBRUARY, 2012

DUFF & PHELPS CANADA RESTRUCTURING INC. IN ITS  
CAPACITY AS LIQUIDATOR OF COVENTREE INC.

Applicant



APPLICATION UNDER SECTION 207 OF THE *BUSINESS*  
*CORPORATIONS ACT*, R.S.C. 1990, c. B.16, AS  
AMENDED

IN THE MATTER OF THE WINDING-UP OF  
COVENTREE INC.

**CLAIMS PROCEDURE ORDER**

**THIS APPLICATION**, made by the Applicant under section 207 of the *Business Corporations Act*, R.S.C. 1990, c. B.16, as amended (the "**OBCA**") to have the voluntary winding-up of Coventree Inc. continued under the supervision of this Court and, in connection therewith, approve and establish a procedure for the identification, resolution and barring of certain claims against Coventree Inc., its subsidiaries and each of their respective present and former directors and officers (the "**Claims Process**") as described in the First Report of Duff & Phelps Canada Restructuring Inc. in its capacity as the liquidator of Coventree Inc. dated February 7, 2012 (the "**Report**") was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Report and on hearing the submissions of counsel for Duff & Phelps Canada Restructuring Inc. in its capacity as the liquidator of Coventree Inc. (the "**Liquidator**"), Mr. Dean Tai, Alkyon Corporation and Alkyon Holdings

Corporation, no one appearing for any other person on the service list, although properly served as appears from the Affidavits of Service filed:

## **SERVICE**

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

## **DEFINITIONS**

2. **THIS COURT ORDERS** that the following terms in this Order shall have the following meanings ascribed thereto:

- (a) **"Affected Respondent"** means a Director or Officer in respect of whom a D&O Claim has been made in any Claim Notice delivered in accordance with paragraph 7 of this Order;
- (b) **"Business Day"** means a day, other than a Saturday or a Sunday, on which banks are generally open for business in Toronto, Ontario;
- (c) **"Claim"** means a Company Claim or a D&O Claim or both;
- (d) **"Claim Bar Date"** means 5:00 PM Eastern Standard Time on April 13, 2012 or such later date as may be ordered by this Court;
- (e) **"Claim Notice"** means the Claimant's written notice of a Claim in accordance with paragraph 7 of this Order;
- (f) **"Claim Process Notice"** means the notice of this Order to be published in accordance with paragraph 4 of this Order, substantially in the form attached as Schedule A hereto;
- (g) **"Claimant"** means, as the context dictates, a Person who has asserted a Claim, or could have asserted a Claim but for the provisions hereof concerning the Claim Bar Date;
- (h) **"Company Claim"** means any right or claim of any Person against Coventree, whether or not asserted, in connection with any indebtedness,

liability or obligation of any kind whatsoever of Coventree in existence on the Effective Date, including on account of Wages and Benefits, and any accrued interest thereon and costs payable in respect thereof to and including the Effective Date, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole or in part on facts which existed prior to the Effective Date, and includes any other claims that would have been claims provable in a bankruptcy had Coventree become bankrupt on the Effective Date;

- (i) **"Court"** means the Ontario Superior Court of Justice – Commercial List;
- (j) **"Coventree"** means Coventree Inc. and all of its present and former subsidiaries;
- (k) **"D&O Claim"** means:
  - (i) any existing or future right or claim of any Person against a Director or Officer of Coventree which arose or arises as a result of:
    - (A) such Director's or Officer's position, supervision, management or involvement as a Director or Officer of Coventree;
    - (B) such Director's or Officer's capacity as agent or employee of an administrator of any pension or benefit plans of Coventree or any pension or benefit plans otherwise required to be contributed to by Coventree; or
    - (C) such Director's or Officer's capacity as agent or employee of Coventree *qua* an administrator of any pension or benefit plans of Coventree or any pension or benefit plans otherwise required to be contributed to by Coventree,

or otherwise in any other capacity in connection with Coventree, whether such right, or the circumstances giving rise to it, arose before or after the Effective Date and whether enforceable in any civil, administrative or criminal proceeding, including, without limitation, any right:

- (D) in respect of which a Director or Officer may be liable concerning employee entitlements to wages or other debts for services rendered to Coventree or any one of them or for vacation pay, pension contributions, benefits or other amounts related to employment or pension plan rights or benefits;
  - (E) in respect of which a Director or Officer may be liable as a result of any act, omission or breach of a duty; or
  - (F) that is or is related to a penalty, fine or claim for damages or costs;
- 
- (l) **"Director"** means anyone who was, or may be deemed to be, at any time prior to and from and including the Effective Date, a director of Coventree;
  - (m) **"Effective Date"** means February 15, 2012;
  - (n) **"Inspectors"** means the inspectors pursuant to the Liquidation Plan and the Winding-Up Order or any other Order of this Court;
  - (o) **"Liquidation Plan"** means the plan of liquidation and distribution pursuant to the Winding-Up Order;
  - (p) **"Liquidator"** means Duff & Phelps Canada Restructuring Inc. in its capacity as the liquidator of Coventree Inc. pursuant to the Liquidation Plan and the Winding-Up Order;
  - (q) **"Notice of Determination of Claim"** means the notice provided by the Liquidator pursuant to paragraph 15 or 23 of this Order;
  - (r) **"Notice of Objection"** means the notice provided pursuant to paragraph 16 or 24 of this Order;
  - (s) **"OBCA"** means the *Business Corporations Act*, R.S.O. 1990, c. B.16, as amended;

- (t) **"Officer"** means any one who was or may be deemed to be, at any time prior to and from and including Effective Date, an officer of Coventree;
- (u) **"Person"** means any individual, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture, government or any agency, officer or instrumentality thereof or any other entity;
- (v) **"Proven Claim"** means a Claim to the extent that it has been finally determined in accordance with the terms of this Order;
- (w) **"Proven D&O Claim"** means a D&O Claim to the extent that it has been finally determined in accordance with the terms of this Order;
- (x) **"Wages and Benefits"** means all outstanding wages, salaries and employee benefits (including, but not limited to, employee medical, dental, disability, life insurance and similar benefit plans or arrangements, bonus plans, incentive plans, share compensation plans, share allocation plans and employee assistance programs and employee or employer contributions in respect of pension and other benefits) vacation pay, commissions, bonuses and other incentive payments, and employee and director expenses and reimbursements; and
- (y) **"Winding-Up Order"** means the Order of this Court made in these proceedings on February 15, 2012 approving and affirming, among other things, the Liquidation Plan and the appointment of the Liquidator.

#### **LIQUIDATOR'S ROLE**

3. **THIS COURT ORDERS** that the Liquidator, in addition to its prescribed rights and obligations under the OBCA, the Liquidation Plan and the Winding-Up Order, shall administer the Claims Process, including the determination of Claims and is hereby directed and empowered to take such actions and fulfill such other roles as are contemplated by this Order.

## **THE CLAIMS PROCESS**

### **A. PUBLICATION OF NOTICE**

4. **THIS COURT ORDERS** that the Liquidator shall take all reasonable steps to cause the Claims Process Notice to be published twice in each of The Globe and Mail (National Edition) and the National Post. The Liquidator shall take all reasonable steps to cause these notices to run in both publications on or before February 24, 2012.

5. **THIS COURT ORDERS** that the Liquidator shall cause the Claims Process Notice to be posted on the Liquidator's website at [www.duffandphelps.com/restructuringcases](http://www.duffandphelps.com/restructuringcases) from February 24, 2012.

6. **THIS COURT ORDERS** that on or before February 24, 2012 the Liquidator shall send a copy of the Claims Process Notice by ordinary mail, electronic mail, facsimile transmission or courier to all Persons who have notified the Liquidator or Coventree of a potential Claim.

### **B. CLAIMS BAR DATE**

7. **THIS COURT ORDERS** that a Claimant wishing to assert a Claim shall deliver to the Liquidator a written notice of such Claim (a "**Claim Notice**") on or before the Claim Bar Date. The Claim Notice must include the following information:

- (a) full legal name, mailing address, telephone and facsimile numbers, and e-mail address of the Claimant together with the name and title of the contact person at the Claimant for the purposes of dealing with the Claim;
- (b) the specific party or parties against whom the Claim is being made;

- (c) the amount of the Claim; and
- (d) the legal basis on which the Claim is made and the nature and all particulars of the Claim including any and all supporting documentation.

8. **THIS COURT ORDERS** that the Claims of all Claimants who do not deliver a Claim Notice to the Liquidator by the Claim Bar Date shall be forever extinguished and barred and all such Claimants shall be deemed to have fully and finally released and discharged all such Claims.

9. **THIS COURT ORDERS** that, with respect to any Claims which are deemed to have been released and discharged in accordance with paragraph 8 of this Order, Coventree and the Directors and Officers shall be released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, executions, charges and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which any Claimant may have been entitled to assert, including, without limitation, any and all claims in respect of potential statutory liabilities, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction or dealing or other occurrence existing or taking place prior to the Effective Date and that no Director, Officer or any other Person shall be entitled to assert a claim for indemnification against Coventree with respect to any such D&O Claims which have been released and discharged.

#### **C. COLLECTION OF CLAIMS**

10. **THIS COURT ORDERS** that the Liquidator is hereby authorized and directed to use reasonable discretion as to the adequacy of compliance and as to the

manner in which Claim Notices are completed and executed and may, where the Liquidator is satisfied that a Claim has been adequately described or proven, waive strict compliance with the requirements of this Order as to the form and execution of Claim Notices.

11. **THIS COURT ORDERS** that any Claim denominated in any currency other than Canadian dollars shall, for the purposes of this Order, be converted to and constitute obligations in Canadian dollars, such calculation to be effected by the Liquidator using the Bank of Canada noon spot rate on the Effective Date.

12. **THIS COURT ORDERS** that the Liquidator shall maintain a list of all Claim Notices received by it, including the name of the Claimant, the party or parties claimed against, the amount claimed, the nature of the Claim and the status of the Claim.

**D. DEALING WITH COMPANY CLAIMS**

13. **THIS COURT ORDERS** that following the Claim Bar Date the Liquidator shall review the Claim Notices filed on or before the Claim Bar Date and with respect to all Company Claims the Liquidator shall, with the approval of the Inspectors, determine to either allow, partially allow, partially disallow or disallow the Company Claims.

14. **THIS COURT ORDERS** that for any Company Claim commenced prior to the Effective Date by the issuance of an originating process (as defined in the *Rules of Civil Procedure*), the Inspectors may choose to have such Company Claim determined in the context of the proceedings commenced by such originating process and, in such case, shall authorize and direct the Liquidator to notify such Claimant of such a decision rather than provide a Notice of Determination of Claim (as defined below). The value and status of such Claimant's Company Claim shall be as finally determined in such



proceedings and shall be deemed to constitute such Claimant's Proven Claim (as defined below) as so finally determined.

15. **THIS COURT ORDERS** that, where a Company Claim is to be allowed, partially allowed, partially disallowed or disallowed pursuant to the process contained in this Order, the Liquidator shall deliver to the Claimant a written notice of such determination setting out therein the reasons for the determination (a "**Notice of Determination of Claim**") as soon as reasonably practicable.

**E. RESOLUTION OF DISPUTES REGARDING COMPANY CLAIMS**

16. In the event that a Claimant objects to the Liquidator's determination of a Company Claim, such party shall, within fourteen days of being advised of the Liquidator's determination, provide the Liquidator with written notice of such party's objection and a brief description of the grounds for such objection (a "**Notice of Objection**"). A Claimant that does not provide the Liquidator with a Notice of Objection within the required time shall be deemed to have agreed with the Notice of Determination of Claim pertaining to that Claimant's Claim. The Liquidator shall forthwith provide the Inspectors with a copy of the Notice of Objection. The Liquidator, with the approval of the Inspectors, shall have twenty-one days to attempt to settle the dispute with respect to the Company Claim and, in the event that a settlement is not achieved, the Liquidator shall, within twenty-one days thereafter, serve on all relevant parties and file with the Court a Notice of Motion for the directions of the Court concerning the procedure and all other matters related to the resolution of the disputed Company Claim.

17. **THIS COURT ORDERS** that where a Claimant who receives a Notice of Determination of Claim agrees to same or otherwise settles with the Liquidator pursuant

to paragraph 16 of this Order, or where the Company Claim is finally determined by order of the Court, the value and status of such Claimant's Company Claim shall be deemed to be as set out in the Notice of Determination of Claim, settlement or final order of the Court, as the case may be, and such value and status, if any, shall constitute such Claimant's proven Company Claim (a "**Proven Claim**").

**F. DEALING WITH D&O CLAIMS**

18. **THIS COURT ORDERS** that following the Claim Bar Date the Liquidator shall review the Claim Notices filed on or before the Claim Bar Date and with respect to all D&O Claims. The Liquidator shall provide a copy of each of the D&O Claims to the relevant Affected Respondents and shall work with the Affected Respondents to determine as promptly as possible the extent to which the D&O Claims are covered under any directors' and officers' insurance policy and, if covered, the extent, if any, that such coverage is insufficient to pay amounts set out in the relevant D&O Claims.

19. **THIS COURT ORDERS** that a D&O Claim which is covered under any directors' and officers' insurance policy, such insurer has admitted or confirmed such coverage in writing (or a final order of a court, where no further rights of appeal exist, has issued determining that the relevant Director or Officer is entitled to coverage under any directors' and officers' insurance policy) and such coverage is sufficient to pay the amounts set out in the relevant D&O Claim, then such D&O Claim shall no longer constitute a Claim under this Order and the relevant Claimant and Director or Officer shall not be entitled to any recovery from Coventree in respect of such D&O Claim.

20. **THIS COURT ORDERS** that a D&O Claim which is covered under any directors' and officers' insurance policy, such insurer has admitted or confirmed in writing such coverage (or a final order of a court, where no further rights of appeal exist,

has issued determining that the relevant Director or Officer is entitled to coverage under any directors' and officers' insurance policy) but such coverage is insufficient to pay the amounts set out in the relevant D&O Claim, then only the amount of such deficiency in respect of the covered D&O Claim shall continue to constitute a Claim under this Order.

21. **THIS COURT ORDERS** that a D&O Claim which is not covered under any directors' and officers' insurance policy shall continue to constitute a Claim under this Order.

22. **THIS COURT ORDERS** that after a determination of coverage (or not) under any directors' and officers' insurance policy and the extent thereof in connection with the D&O Claims, the Liquidator shall, in consultation with the relevant Affected Respondents and with the approval of the Inspectors, determine to either allow, partially allow, partially disallow or disallow the remaining D&O Claims.

23. **THIS COURT ORDERS** that, where a D&O Claim is to be allowed, partially allowed, partially disallowed or disallowed, the Liquidator shall deliver to the Claimant a written notice of such determination setting out therein the reasons for the determination (a "**Notice of Determination of Claim**") as soon as reasonably practicable.

24. In the event that a Claimant objects to the Liquidator's determination of a D&O Claim, such party shall, within fourteen days of being advised of the Liquidator's determination, provide the Liquidator with written notice of such party's objection and a brief description of the grounds for such objection (a "**Notice of Objection**"). A Claimant that does not provide the Liquidator with a Notice of Objection within the required time shall be deemed to have agreed with the Notice of Determination of Claim

pertaining to that Claimant's D&O Claim. The Liquidator shall forthwith provide the Inspectors and the relevant Affected Respondents with a copy of the Notice of Objection. The Liquidator, in consultation with the the Affected Respondents and with the approval of the Inspectors, shall have twenty-one days to attempt to settle the dispute with respect to the D&O Claim and, in the event that a settlement is not achieved, the Liquidator shall, within twenty-one days thereafter, serve on all relevant parties and file with the Court a Notice of Motion for the directions of the Court concerning the procedure and all other matters related to the resolution of the disputed D&O Claim.

25. **THIS COURT ORDERS** that where a Claimant who has submitted a Claims Notice in respect of a D&O Claim receives a Notice of Determination of Claim and agrees to same or otherwise settles with the Liquidator pursuant to paragraph 24 of this Order, or where the D&O Claim is finally determined by order of the Court, the value and status of such Claimant's D&O Claim shall be deemed to be as set out in the Notice of Determination of Claim, settlement or final order of the Court, as the case may be, and such value and status, if any, shall constitute such Claimant's proven D&O Claim (a **"Proven D&O Claim"**).

**G. INDEMNITY CLAIMS OF DIRECTORS AND OFFICERS**

26. **THIS COURT ORDERS** that, upon all Proven D&O Claims being determined, the Liquidator, in consultation with the Inspectors and the relevant Affected Respondents, shall determine whether or not any Proven D&O Claim is subject to indemnification by Coventree. In the event that the Liquidator, Inspectors and the relevant Affected Respondents do not agree whether certain of the Proven D&O Claims are subject to indemnification by Coventree, then the Liquidator shall serve and file a

Notice of Motion with this Court for an order for directions concerning the applicability of such indemnification to the particular Proven D&O Claims in question.

#### **H. PAYMENT OF CLAIMS**

27. **THIS COURT ORDERS** that the amount of all Proven D&O Claims which are agreed by the Liquidator, or are otherwise determined by final order of the Court, to be subject to indemnification by the Company shall be paid by Coventree.

28. **THIS COURT ORDERS** that the amount of all Proven Claims which are not Proven D&O Claims shall be paid by Coventree.

29. **THIS COURT ORDERS** that upon the payment in full of any Proven D&O Claim or any Proven Claim which is not a D&O Claim, the Claimants in respect of such Claims shall be deemed to have fully and finally released and discharged all such Claims and Coventree and the Directors and Officers shall be released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, executions, charges and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which any such Claimant may have been entitled to assert, including, without limitation, any and all claims in respect of potential statutory liabilities, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction or dealing or other occurrence existing or taking place prior to the Effective Date.

#### **I. NOTICES AND COMMUNICATIONS**

30. **THIS COURT ORDERS** that, except as set out in this Order, any notice or other communication (including Notices of Determination of Claim) to be given under

this Order by the Liquidator to a Claimant shall be in writing, and where applicable, substantially in the form provided for in this Order. Such notice or other communication will be sufficiently given to a Claimant if given by prepaid ordinary mail, by courier, by delivery or by facsimile transmission or electronic mail to the Claimant to such address, facsimile number or e-mail address for such Claimant as may be recorded in the books of Coventree or to such other address, facsimile number or e-mail address as such Claimant may request by notice to the Liquidator given in accordance with this Order. Any such notice or other communication, (i) if given by prepaid ordinary mail, shall be deemed received on the fifth (5<sup>th</sup>) Business Day after mailing within Canada and the tenth (10<sup>th</sup>) Business Day after mailing internationally; (ii) if given by courier or delivery shall be deemed received on the next Business Day following dispatch, (iii) if given by facsimile transmission or electronic mail before 5:00 PM on a Business Day shall be deemed received on such Business Day, and (iv) if given by facsimile transmissions or electronic mail after 5:00 PM on a Business Day shall be deemed received on the following Business Day.

31. **THIS COURT ORDERS** that any notice or other communication (including, without limitation, Claim Notices) to be given under this Order by a Claimant to the Liquidator shall be in writing and, where applicable, substantially in the form provided for in this Order and will be sufficiently given only if given by courier, by delivery or facsimile transmission addressed to:

Duff & Phelps Canada Restructuring Inc.,  
in its capacity as liquidator of Coventree Inc.  
200 King St. W., Suite 1002  
P.O. Box 48  
Toronto, ON M5H 3T4

Attention: Mitch Vininsky  
Fax: 647.497.9477

Any such notice or other communication by a Claimant shall be deemed received only upon actual receipt thereof during normal business hours on a Business Day.

32. **THIS COURT ORDERS** that if, during any period during which notices or other communications are being given pursuant to this Order a postal strike or postal work stoppage of general application should occur, such notices or other communications then not received or deemed received shall not, absent further Order of this Court, be effective. Notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, delivery, facsimile transmission or electronic mail in accordance with this Order.

33. **THIS COURT ORDERS** that the Inspectors shall provide a list setting out the name and last known address of each Director and Officer to the Liquidator and that any obligation upon the Liquidator hereunder to provide notice or information to any Director or Officer shall be satisfied by delivery of such notice or information to the last known address of the Director or Officer as set out in the list provided by the Inspectors.

34. **THIS COURT ORDERS** that nothing in this Order shall prevent or bar any Person from seeking recourse against or payment from any directors' and/or officers' liability insurance policy or policies that may exist to protect or indemnify the Directors or Officers, whether such recourse or payment is sought directly by the Claimant from the insurer or derivatively through Coventree Inc. However, nothing in this Order shall create any rights in favour of such Person under any policies of insurance nor shall

anything in this Order limit, remove, modify or alter any defence to such claim available to the insurer pursuant to the provisions of any insurance policy or at law.

**J. GENERAL PROVISIONS**

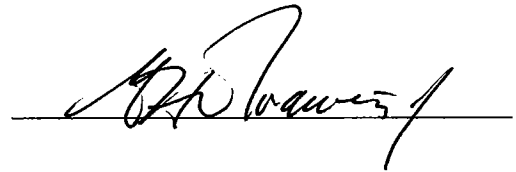
35. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court or any judicial, regulatory or administrative body in any province or territory of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province to act in aid of and to be complementary to this Court in carrying out the terms of this Order.

36. **THIS COURT ORDERS** that references in this Order to the singular include the plural, to the plural include the singular and to any gender include the other gender.

37. **THIS COURT ORDERS** that the Liquidator may apply to this Court for advice and direction in connection with the discharge or variation of its powers and duties under this Order.

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

FEB 15 2012





## **SCHEDULE "A"**

### **NOTICE OF CLAIM BAR DATE AS AGAINST COVENTREE INC., ITS PRESENT AND FORMER SUBSIDIARIES AND THEIR RESPECTIVE PRESENT AND FORMER DIRECTORS AND OFFICERS**

NOTICE IS HEREBY GIVEN that, pursuant to an Order of the Ontario Superior Court of Justice – Commercial List made on February 15, 2012 (the "**Claims Procedure Order**"), a claims procedure (the "**Claims Procedure**") was approved for the determination of claims against Coventree Inc., its present and former subsidiaries and their respective present and former directors and officers (the "**Claims**").

**THE CLAIM BAR DATE IS 5:00 P.M. (EASTERN STANDARD TIME) ON  
APRIL 13, 2012. CLAIM NOTICES MUST BE FILED WITH THE LIQUIDATOR ON  
OR BEFORE THE CLAIM BAR DATE, FAILING WHICH ALL SUCH CLAIMS WILL  
BE FOREVER EXTINGUISHED AND BARRED.**

A copy of the Claims Procedure Order providing a full definition of Claims being called for can be found on the Liquidator's website at:  
[www.duffandphelps.com/restructuringcases](http://www.duffandphelps.com/restructuringcases).

Subject to the Claims Procedure Order, the Liquidator will cause to be sent to known Claimants a copy of the Claim Notice on or before February 24, 2012. Claimants requiring information or a hard copy of the Claims Procedure Order may contact the Liquidator, Duff & Phelps Canada Restructuring Inc. at:

Duff & Phelps Canada Restructuring Inc.,  
in its capacity as liquidator of Coventree Inc.  
200 King St. W., Suite 1002  
P.O. Box 48  
Toronto, ON M5H 3T4

Attention: Mitch Vininsky  
Fax: 647.497.9477  
E-mail: [Mitch.Vininsky@duffandphelps.com](mailto:Mitch.Vininsky@duffandphelps.com)

***Ontario***  
**Superior Court of Justice**

Proceeding Commenced at Toronto

**CLAIMS PROCEDURE ORDER**

DAVIES WARD PHILLIPS & VINE BERG LLP  
1 First Canadian Place  
Suite 4400  
Toronto, ON M5X 1B1

Robin B. Schwill (LSUC #384521)  
Tel: 416.863.0900  
Fax: 416.863.0871

Solicitors for the Applicants