

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)
(COMMERCIAL LIST)**

The Honourable

MR./~~MADAM~~ JUSTICE

Newbold
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)
)

THIS 15TH DAY OF
JUNE, 2015



**IN THE MATTER OF THE BANKRUPTCY OF ALLIANCE ATLANTIS EQUICAP
CORPORATION, 4437691 CANADA INC.,
and EQUICAP FINANCIAL CORPORATION.
of the City of Toronto, in the Province of Ontario**

ORDER

THIS MOTION made by Alberta Capital Corporation ("**ACC**"), a creditor of the above named bankrupts, for an order pursuant to s.38 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"), was heard this day at 393 University Avenue, Toronto, Ontario.

UPON READING the Notice of Motion and the Affidavit of John Mallett sworn May 8, 2015, and upon hearing submissions of counsel for ACC and it appearing that ACC has requested FTI Consulting Canada Inc., the trustee in bankruptcy of the bankrupts (the "**Trustee**") to take certain proceedings by continuing the Appeal (as defined below) and that the Trustee has indicated that it will not continue such Appeal by reason of lack of funds in the bankrupt estate and the estimated value associated with the Appeal.

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 service upon those parties described in the Affidavit of Service is hereby validated and further service of the Notice of Motion and Motion Record is hereby dispensed with.

2. **THIS COURT ORDERS** that ACC be authorized, pursuant to section 38 of the *Bankruptcy and Insolvency Act*, to continue the appeal pending brought by Alliance Atlantis Equicap Corporation (the "**Bankrupt**") against Her Majesty the Queen as represented by the Minister of National Revenue (the "**Crown**") before the Tax Court of Canada, bearing court file number 2013-366(IT)G (the "**Appeal**") as set out in the Notice of Appeal attached as **Schedule "A"**.

3. **THIS COURT ORDERS AND DIRECTS** the Trustee to:
 - (a) execute an assignment substantially in the form appended hereto as **Schedule "B"** assigning all its right, title and interest in the Appeal to ACC, for the benefit of ACC and such other creditors as may join in the Appeal;
 - (b) transfer and make available to ACC and such other creditors as may join in the Appeal all books and documents in support thereof or relevant thereto in the Trustee's possession; and,
 - (c) post a copy of this Order on its website as set out in paragraph 5 below.

4. **THIS COURT ORDERS AND DIRECTS** that the Trustee shall provide ACC with a list of the names and addresses of all creditors who have proven claims against the said estate within seven (7) business days of the date of this Order.

5. **THIS COURT ORDERS** that notice of the making of this Order upon the other creditors of the Bankrupt (the "**Notice**") shall be deemed to be sufficiently served on the date of mailing or posting described below, as applicable (the "**Date of Service**") by:
 - (a) mailing, within seven (7) days of the date of this order, a letter substantially in the form appended hereto as **Schedule "C"** (the "Notice Letter") in a prepaid addressed envelope by regular registered mail to each of the said creditors who have proved claims against the bankrupt estate at their place of business or address as shown in their proof of claim; and,
 - (b) posting a copy of this order, the motion record filed by ACC in support of this motion and the text of s.38 of the BIA at:

<http://cfcanada.fticonsulting.com/cmi/bankAAEC.htm> for 30 days from the Date of Service (as defined below).

6. **THIS COURT ORDERS** that, in addition to any dividends to which they may be entitled out of the Bankrupt's other assets, all benefits derived from the Appeal, together with any costs payable by the Respondents to the Appeal (the "**Benefits of the Appeal**"), shall vest exclusively in ACC and in such other creditors of the Bankrupt who, within twenty-one (21) days of the Date of Service, notify ACC's solicitors of their agreement to contribute to the expense and risk of this motion and the Appeal, *pro rata* according to the amount of their respective claims (including, without limitation and unless otherwise ordered by this court, any monetary retainer required by ACC's counsel), in writing, by fax, directed as follows:

Gowling Lafleur Henderson LLP
Barristers and Solicitors
1 First Canadian Place, Suite 1600
100 King Street West
Toronto, Ontario M5X 1G5

Attention: C. Haddon Murray
Fax: (416) 862-3604

and such vesting shall be free and clear of any and all of the estates, titles, rights, benefits, interests, claims, liens, hypothecs, security interests, trusts or deemed trusts (whether statutory or otherwise), assignments, executions, judgments, options, agreements, rights of distress, legal, equitable or contractual set-offs, options, adverse claims, levies, agreements, taxes, disputes, debts, charges, mortgages, encumbrances, claims provable or any other rights or claims howsoever arising, whether contractual, statutory, by operation of law or otherwise, whether or not they have attached or been perfected, registered or filed, whether secured or unsecured or otherwise, by or of any and all other persons or entities of any kind whatsoever, including, without limitation, all individuals, firms, corporations, partnerships, joint ventures, trusts, unincorporated organizations, governmental and administrative bodies, agencies, authorities and tribunals and all other natural persons or corporations, whether acting in their capacity as

principals or as agents, trustees, executors, administrators or other legal representatives, provided that:

- (a) the Benefits of the Appeal shall be used first to pay or reimburse the actual costs of bringing this Motion and then the actual costs of bringing the Appeal
- (b) that the total amount recovered by ACC and such others as may join with it in the Appeal shall not exceed the amount of their respective claims in this bankruptcy together with the costs of bringing this Motion and the Appeal; and,
- (c) nothing in this order or any action taken pursuant to this order shall be determinative of the standing of any party other than ACC as a creditor and, in the event that the claim of a party which has elected to participate in the Appeal is subsequently determined to be invalid, then that party shall only be entitled to have their costs of the Appeal reimbursed out of the Benefit of the Appeal and, for greater certainty, they shall not be entitled to any other share of the Benefit of the Appeal.

- 7. **THIS COURT ORDERS** that if any creditor or creditors fail to participate in the Appeal as provided for in paragraph 6 within twenty-one (21) days of the Date of Service, they shall thereafter be excluded from participating in the Benefits of the Appeal.
- 8. **THIS COURT ORDERS** that in the event that there is a surplus after paying or reimbursing the costs of bringing this Motion and the Appeal and the claims of ACC and of such other creditors, if any, entitled to participate in the Appeal, according to the priority of the same, respectively, as determined by paragraph 6 hereof, such surplus shall be paid to the Trustee in augmentation of the Bankrupt's estate.

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



JUN 15 2015



Judge

SCHEDULE "A"

(Attached)

TAX COURT OF CANADA
GENERAL PROCEDURE

BETWEEN:

ALLIANCE ATLANTIS EQUICAP CORPORATION
C/O FTI CONSULTING CANADA INC.
SUITE 2010, 79 WELLINGTON STREET WEST
TORONTO, ONTARIO M5K 1G8

Appellant

AND

HER MAJESTY THE QUEEN

Respondent

NOTICE OF APPEAL
Section 169 of the *Income Tax Act* (R.S.C. 1985 (5th Supp.) c.1) as amended)

THE APPELLANT HEREBY APPEALS FROM A NOTICE OF REASSESSMENT ISSUED MARCH 12, 2009 (THE "REASSESSMENT") BY THE MINISTER OF NATIONAL REVENUE (THE "MINISTER") UNDER THE *INCOME TAX ACT* (THE "ACT") FOR ITS TAXATION YEAR ENDING MARCH 31, 2002 (THE "PERIOD").

A. FACTS

Part II – The Parties

1. The Appellant is a corporation incorporated under the *Business Corporations Act* (Canada). During the Period, the Appellant was wholly-owned by Alliance Atlantis Communications Inc. ("Alliance Atlantis"). The Appellant is currently wholly-owned by 4437691 Canada Inc.

2. Sentinel Hill Alliance Atlantis Equicap Limited Partnership (“SHAAELP”) is a limited partnership formed under the laws of the Province of Ontario.
3. At all material times, Sentinel Hill GP Corporation (“SHGPC”) was the general partner of SHAAELP with a 0.01% interest, Sentinel Hill Ventures Corporation (“SHVC”) held a 69.99% interest as limited partner and the Appellant held a 30% interest as a limited partner.
4. Bradley Sherman (“**Sherman**”), Kenneth Gordon (“**Gordon**”), Robert Strother (“**Strother**”) and Paul (“**Darc**”) each indirectly owned 25% of the outstanding shares of SHVC.
5. At all material times, the business of SHAAELP was substantially to promote, market, sell and manage structured finance and tax assisted transactions related to filmed entertainment products. SHGPC, as general partner, was responsible for operating the business of SHAAELP.
6. SHAAE (2001) Master Limited Partnership (“**SHAAE 2001**”) is a limited partnership formed under the laws of the Province of Ontario. Sentinel Hill Productions IV Corporation (“**SHIVPC**”) is the general partner of SHAAE 2001.
7. SHAAELP contracted with SHAAE 2001 pursuant to a management agreement (the “**Management Agreement**”) to provide management services to SHAAE 2001 and to assume liability for payment of certain fees and expenses incurred by SHAAE 2001 in offering its units for sale, including sales agents’ commissions. Pursuant to the Management Agreement, SHAAE 2001 agreed to pay a fee to SHAAELP as a percentage of each unit subscription.
8. SHAAE 2001 raised funds by offering its limited partnership units (the “**Units**”) to the public pursuant to an offering memorandum dated March 1, 2001 (the “**Offering Memorandum**”). The subscription price for a unit in SHAAE 2001 was \$17,200 per unit, which included \$1,000 per unit to be paid as a deposit towards interest on a loan (the “**Unit Loan**”).

9. SHAAE 2001 was required by the terms of its partnership agreement and the Offering Memorandum to sell the Units for \$16,200 per Unit (not including interest on a Unit Loan).
10. SHAAE 2001 acquired limited partnership units of a number of limited partnerships (collectively known as the "Production Partnerships") which were established to provide or arrange for the provision of financing and production services for feature films, movies of the week and television series.
11. During the first half of 2001, the Production Partnerships contracted with several television and film studios (the "Studios") to provide production services to the Studios (the "Production Services Agreements"). To induce the Studios to enter into the Production Services Agreements, the Production Partnerships agreed to pay the Studios a fee which was calculated as a percentage of qualifying production expenses (the "Studio Fee").
12. In order to gain an advantage over competitors and secure productions from the Studios, Alliance Atlantis guaranteed the Studio Fee to be paid to some of the Studios regardless of the number of Units sold in SHAAE 2001 (the "Guarantees"). Alliance Atlantis and SHVC agreed to be severally liable for any amounts payable by Alliance Atlantis under the Guarantees.
13. In addition SHAAELP made arrangements with a particular Studio to have the film "Baby Geniuses" produced in Canada. The cash advance, meant to secure the production for a Production Partnership, was made based on calculations under the Act, prior to changes to section 18.1 of the Act. Consequently, a portion of the advance made by SHAAELP (\$1,414,051) could not be recovered in full from the participating Studio (the "Unrecoverable Advance").
14. On September 18, 2001, the Minister of Finance proposed amendments to the section 18.1 of the Act. The proposed amendments were designed to eliminate film tax shelters such as the SHAAE 2001 offering of Units.

15. On October 26, 2001, the Department of Finance issued a comfort letter to SHAAE 2001 advising that it would recommend to the Minister of Finance additional transitional relief to the proposed amendments.
16. In a Status Report dated October 29, 2001 issued (in reference to the comfort letter) by SHVC to agents and friends of SHAAE 2001, SHVC stated "The letter confirms that all investors in the Partnership whose subscriptions close in 2001, either before or after September 18, will be unaffected by the elimination of film tax shelters as of January 2002 (provided that grandfathering rules have been complied with)."
17. Meanwhile, the Canada Revenue Agency (the "CRA") had by 2001 commenced income tax audits of production services transactions offered by the Sentinel Hill group and other groups in prior years.
18. The combination of the proposed legislative amendments, the CRA audits and the economic downturn following the events of September 11, 2001 resulted in a virtual halt in subscriptions for Units.
19. All parties were concerned that the slowdown in Unit subscriptions would result in the Production Partnerships and others being unable to meet their contractual commitments to the Studios. In order to increase subscriptions, SHAAELP, with the authorization of SHIVPC, decided to negotiate incentive payments (the "Payments") to SHAAE 2001 subscribers calculated by reference to their unit subscription price. SHAAELP had the authority to negotiate the best deal for each subscription, but the Payments were capped at the amount that would, after paying all variable costs of subscription (sales commissions, legal fees etc.) leave SHAAE 2001 and SHAAELP with a sufficient amount to fund a production including the Studio Fee.
20. The Payments were not offered to all investors; rather only investors making sufficiently large Unit subscriptions or investors who would not otherwise purchase the Units without the cost reduction represented by the Payments.
21. SHAAELP began offering the Payments in November, 2001. While this strategy resulted in some subscriptions, it became increasingly clear to SHAAELP by the end

of November and into the first weeks of December that the level of subscriptions would not cover the financing obligations of productions to which the Production Partnerships had committed.

22. By the end of December, 2001, the obligations of SHAAE 2001 and SHAAELP were still not covered by subscriptions for Units. To allow SHAAE 2001 and SHAAELP to meet the most pressing obligations, the direct and indirect shareholders of SHVC subscribed for Units and received the Payments.

23. The amounts of Payments and the parties involved are described in the following table:

	Amount	Units Purchased	Rebate Amount/Unit
Management Group + related companies	\$ 9,188,844	4,418	\$ 2,080
Employees of companies related to SHVC	\$ 80,800	40	\$ 2,020
Relatives of Management Group	\$ 62,357	70	\$ 891
Stern & Co	\$ 2,520,000	1,575	\$ 1,600
Sheinin & Co	\$ 2,492,800	1,558	\$ 1,600
Non-resident of Canada	\$ 530,000	1,785	\$ 297
Other payments to various parties	\$ 1,097,269	770	\$ 1,426
	\$ 15,972,070	10,215	\$ 1,564

24. The Appellant neither purchased Units nor received any Payments. A senior executive of the Appellant purchased some Units and personally received a Payment which was not transferred to the Appellant.

25. In computing income for its 2002 taxation year to allocate to its partners, SHAAELP deducted the amount of the Payments and the Unrecoverable Advance. SHAAELP reported taxable income of \$38,758,238.

26. In computing its income for the Period, the Appellant included \$11,627,471 as income allocated from SHAAELP which represented its 30% share of SHAAELP's income.
27. The Minister issued a Notice of Assessment to the Appellant on December 19, 2002 in respect of its 2002 taxation year.
28. The Appellant filed a waiver in respect of the normal reassessment period with the Minister in respect of, *inter alia*, the Payments on July 25, 2006.
29. By the Reassessment, the Minister reassessed the Appellant to increase its taxable income from SHAAELP to \$15,564,340 on the basis that the Payments and the Unrecoverable Advance were not deductible to SHAAELP. In addition, the Minister imposed a penalty on the Appellant pursuant to subsection 163(2) of the Act.
30. The Appellant filed a Notice of Objection to the Reassessment on June 10, 2009.
31. The Minister confirmed the Reassessment by Notice of Confirmation (the "Confirmation") on October 29, 2012.

B. ISSUES TO BE DECIDED

32. Whether the Appellant's pro rata share of the income of SHAAELP as a limited partner of SHAAELP has been properly calculated in computing the Appellant's income for the Period.
33. Whether the Appellant, knowingly, or under circumstances amounting to gross negligence, has made a false statement or omission in its return filed in respect of its 2002 taxation year.

C. RELIEF SOUGHT

34. To reduce the Appellant's taxable income for its 2002 taxation year by the amount of \$3,936,869 by reversing the disallowance of the deductions of the Payments and the Unrecoverable Advance in computing the taxable income of SHAAELP.

35. To vacate the penalty imposed pursuant to subsection 163(2) of the Act.
36. To reduce taxable income by any applicable outstanding non-capital losses.

**D. STATUTORY PROVISIONS UPON WHICH THE APPELLANT RELIES
AND REASONS WHICH IT SUBMITS**

37. The Appellant relies, *inter alia*, upon section 9, paragraph 18(1)(a), sections 67 and 96, and subsection 163(2) of the Act.
38. The Payments and the Unrecoverable Advance were made by SHAAELP to allow SHAAE 2001 and SHAAELP to meet their contractual obligations with arm's length third parties. At all times, all parties involved conducted themselves in accordance with their obligations that arose through the legal agreements to the various transactions.
39. SHAAELP began offering the Payments to encourage subscriptions by arm's length investors. As the end of December, 2001 approached and it became apparent that all of the Units would not be fully subscribed, SHAAELP was required to seek investments from related parties and to increase the quantum of the Payments.
40. SHAAELP made the Unrecoverable Advance in anticipation of certain expenditures being incurred by one of the Production Partnerships to earn income under a Production Services Agreement. Accordingly, the Unrecoverable Advance was incurred to earn income.
41. The Appellant did not receive any portion of the Payments or the Unrecoverable Advance. Instead, these amounts reduced the earnings of SHAAELP and consequently, the Appellant's distributions from SHAAELP. The Appellant was a limited partner of SHAAELP, and consequently was not involved in the management of SHAAELP or the execution of any of its business decisions,
42. The Reassessment and the Confirmation are ill-founded in fact and in law.

FOR THESE REASONS, MAY IT PLEASE THE COURT TO:

ALLOW the appeal;

SET ASIDE the Confirmation and the Reassessment, as requested;

REFER the Reassessment back to the Minister for reassessment on the basis that the Payments and the Unrecoverable Advance are deductible in computing SHAAELP's taxable income in its 2002 taxation year.

THE WHOLE WITH COSTS.

TORONTO, this 28th day of January, 2013



HEENAN BLAIKIE LLP
Solicitors for the Appellant

Yves St-Cyr
Bay Adelaide Centre
333 Bay Street, Suite 2900
Toronto, ON M5H 2T4

Direct line: (416) 777-4172
Facsimile: (877) 640-7929

TAX COURT OF CANADA

GENERAL PROCEDURE

BETWEEN:

ALLIANCE ATLANTIS EQUICAP
CORPORATION

c/o FTI Consulting Canada Inc.
Suite 2010, 79 Wellington Street
West

Toronto, Ontario M5K 1G8

Appellant

-and-

HER MAJESTY THE QUEEN

Respondent

NOTICE OF APPEAL
*(Section 169 of the Income Tax Act
(R.S.C. 1985 (5th Supp.) c.1 as
amended)*

Yves St-Cyr

HEENAN BLAIKIE LLP
Solicitors for the Appellant
Bay Adelaide Centre
333 Bay Street, Suite 2900
Toronto, ON M5H 2T4

Direct line: (416) 777-4172
Facsimile: (877) 640-7929

SCHEDULE "B"

(Attached)

Schedule "B"

ASSIGNMENT

This Assignment made this day of , 2015

B E T W E E N :

FTI Consulting Inc.,
Trustee in Bankruptcy of Alliance Atlantis Equicap Corporation
(the "**Assignor**")

— and —

Alberta Capital Corporation (the "**Assignees**")

WHEREAS FTI Consulting Inc was appointed the Trustee in Bankruptcy of Alliance Atlantis Equicap Corporation (the "**Bankrupt**") on December 19, 2011;

AND WHEREAS the Assignees obtained leave on [DATE] to continue the appeal pending brought by the Bankrupt against the federal Crown before the Tax Court of Canada, bearing court file number 2013-366(IT)G (the "**Appeal**");

AND WHEREAS by Order of [JUDGE] dated [DATE], the Assignor was authorized to execute this assignment assigning all its right, title and interest in the subject matter of the Proceeding to the Assignees;

NOW THIS ASSIGNMENT WITNESSES that, in consideration of the premises and pursuant to the directions in the said order contained, the Assignor agrees with the Assignees as follows:

1. The Assignor does hereby assign absolutely to the Assignees and such other creditors as may be entitled to share pursuant to the provisions in the said order, all of the estate, right, title, interest, claim and demand whatsoever both at law and in equity, including any document in support thereof and any and all rights, claims, demands and causes of action which the Assignor in the Proceedings but without recourse of any kind whatsoever to the Assignor.

2. The Assignor represents and warrants to the Assignees that it has not previously pledged, assigned or encumbered the Appeal.
3. Subject to the representation and warranty in paragraph 2 hereof, the Assignor makes no representation or warranty of any kind whatsoever with respect to the Appeal. Without limitation to the foregoing, the Assignor makes no representation or warranty of any kind whatsoever with respect to the validity, enforceability, existence, assignability, collectability, value, or any other matter whatsoever with respect to the Appeal.
4. Until such time as the Assignor is discharged as Trustee of the Bankrupt, the Assignor agrees to execute and deliver to the Assignees at the Assignees' expense all such further documents and instruments as the Assignee may reasonably require to more fully vest it with the Assignor's rights in the Appeal.

FTI Consulting Inc.,
Trustee in Bankruptcy of Alliance
Atlantis Equicap Corporation

SCHEDULE "C"

(Attached)



montréal · ottawa · toronto · hamilton · waterloo region · calgary · vancouver · moscow · london

[Insert Date]

C. Haddon Murray
Direct (416) 862-3604
Fax (416) 862-7661
haddon.murray@gowlings.com

To: Attached List of Creditors

Dear Sirs / Mesdames:

**Re: In the Matter of the Bankruptcy of Alliance Atlantis Equicap Corporation, 4437691
Canada Inc., and Equicap Financial Corporation of the City of Toronto**

We are solicitors for Alberta Capital Corporation (“ACC”), a creditor of the above named bankrupt estate. We have been instructed by our client to continue the appeal pending brought by Alliance Atlantis Equicap Corporation (the “Bankrupt”) against the federal Crown before the Tax Court of Canada, bearing court file number 2013-366(IT)G (the “Appeal”) on behalf of FTI Consulting Inc. in its capacity as Trustee of the Bankrupt (the “Trustee”).

On [DATE], the Ontario Superior Court of Justice issued an order pursuant to section 38 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 authorizing ACC and any other creditor who chooses to join with it to continue the Appeal at its own expense and risk (the “Order”). Pursuant to the Order, the Trustee has executed an assignment assigning all of its right, title and interest in the subject matter of the Appeal to ACC and such other creditors as may join with it in the Appeal. A copy of the Order is enclosed.

If you wish to join in the Appeal, you must complete and return this form to us within 21 days from the date of this letter together with your retainer cheque made out to this firm in trust. The cheque should be in the amount of 25% of your claim against the Bankrupt or \$5,000.00, whichever is less. We draw your attention to paragraph 6 of the enclosed Order which provides that creditors who fail to join in the Appeal within the time limited by the Order will be excluded from participating in any benefits derived from the Appeal.

If we are successful in recovering money from the Appeal, the money recovered will be applied first to pay outstanding legal costs incurred in connection with the Appeal, including disbursements and GST. The balance of the funds recovered will be divided among the creditors participating in the Appeal pursuant to this letter of agreement on a *pro rata* basis. If surplus funds remain after payment of all such claims in full, that surplus will be remitted to Trustee for the benefit of the other creditors.



In the course of the Appeal, you will continue to be responsible for a *pro rata* share of the costs of the action. If the action is unsuccessful, you will be liable on a *pro rata* basis for any costs awarded against the plaintiff.

Important decisions concerning the conduct of the Appeal will be settled by a vote of the creditors who have joined in the Appeal. Each creditor will have one vote for each dollar of its claim against the Bankrupt. A majority of the votes cast will determine each issue. If more than 10 creditors join in the Appeal, the creditors will be asked to appoint up to 5 creditor representatives to form a committee to instruct counsel on routine matters that are not determinative of the Appeal. If you wish to join in this litigation, please return this executed agreement together with your retainer cheque to this firm within 21 days from the date of this letter.

Yours truly,

GOWLING LAFLEUR HENDERSON LLP

C. Haddon Murray

CHM/adc
Attachment

[*name of addressee*] agrees to join in the proposed litigation described in this letter agreement and to be bound by the terms and conditions set out in this letter agreement and in the Order.

The amount of my/our claim against the Bankrupt is \$_____ and I enclose my/our retainer cheque payable to Gowling Lafleur Henderson LLP in trust for \$_____.

(Signature of Creditor or Authorized Signing Officer.)

Court File No. 31-456973

IN THE MATTER OF THE BANKRUPTCY OF ALLIANCE ATLANTIS EQUICAP CORPORATION, 4437691 CANADA INC.,
and EQUICAP FINANCIAL CORPORATION of the City of Toronto, in the Province of Ontario

ONTARIO
SUPERIOR COURT OF JUSTICE
(In Bankruptcy and Insolvency)
(Commercial List)

(PROCEEDING COMMENCED AT TORONTO)

ORDER

GOWLING LAFLEUR HENDERSON LLP

Barristers and Solicitors
1 First Canadian Place
100 King Street West, Suite 1600
Toronto ON M5X 1G5

Clifton P. Prophet / C. Haddon Murray
LSUC Nos.: 34845K / 61640P

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Facsimile: (416) 862-7661

Solicitors for Alberta Capital Corporation