

## APPENDIX "E"

### Claims Procedure

#### A. Definitions

The following terms shall have the meanings ascribed:

**"Affected Creditor Claim"** means all Claims by a Creditor other than Unaffected Claims;

**"Affected Creditor"** means all Creditors with Creditor Claims;

**"Affected Unitholder"** means all Unitholders with Unitholder Claims;

**"Appointment Date"** means April 2, 2012;

**"Business Day"** means a day which is not: (a) a Saturday or a Sunday; or (b) a day observed as a holiday under the laws of the Province of Ontario or the federal laws of Canada applicable in the Province of Ontario;

**"Creditor Claim"** means any right or claim of any Person against the Company, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind of the Company, which indebtedness, liability or obligation is in existence at the Appointment Date and which is not a Post-Filing Claim, and any interest that may accrue thereon which there is an obligation to pay, and costs which such Person would be entitled to receive pursuant to the terms of any contract with such Person at law or in equity, any right of ownership of or title to property or assets or to a trust or deemed trust (statutory or otherwise) against any property or assets, whether or not 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, or any 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, based in whole or in part on facts which exist prior to the Appointment Date, together with any other claims that would have been claims provable in bankruptcy had the Company become bankrupt on the Appointment Date;

**"Cost Claim"** means any right of claim of any Person pursuant to paragraph 33 in the Order of the Honourable Justice Thompson dated April 2, 2012 in these proceedings;

**"Claims Bar Date"** means 5:00 p.m. on September 30, 2013;

**"Claims Procedure"** means the claims procedure and schedules set out herein and as approved by the Court, as may be amended from time to time;

**"Company"** means P.O.S.E. Investments;

**"Court"** means the Ontario Superior Court of Justice;

**"Creditor"** means any Person having a Claim and, if the context requires, an assignee or transferee of a Claim or a trustee, receiver, receiver manager or other Person acting on behalf of such Person;

**"Dollars"** or **"\$"** means lawful money of Canada unless otherwise indicated;

**"Notice to Creditors and Unitholders"** means the notice substantially in the form attached hereto as **Schedule "A"**;

**"Notice of Revision or Disallowance"** means the notice substantially in the form of **Schedule "C"**;

**"Order"** means any order of the Court in connection with the Receivership Proceedings;

**"Person"** means any individual, partnership, joint venture, trust, corporation, unincorporated organization, government or any agency or instrumentality thereof, or any other juridical entity howsoever designated or constituted;

**"Proof of Claim"** means the Proof of Claim substantially in the form attached hereto as **Schedule "B"**;

**"Receiver"** means Deloitte & Touche Inc., as appointed by the Initial Order;

**"Unaffected Claims"** means (a) Claims of the Receiver and its counsel before or after the Appointment Date; (b) Claims for wages, salary and vacation pay accruing due to employees; and (c) Claims for amounts due for goods or services actually supplied to the Company or Receiver after the Appointment Date (c) Claims by a government authority that has the status of deemed trust;

**"Unaffected Creditor"** means any Creditor with an Unaffected Claim;

**"Unitholder"** means any Person having a Unitholder Claim and, if the context requires, an assignee or transferee of a Unitholder Claim or a trustee, receiver, receiver manager, estate executor or power of attorney or other Person acting on behalf of such Person; and

**"Unitholder Claim"** means any paid-up ownership, equity interest or payment advance made to the Company, without interest.

## **B. General Provisions**

1. Copies of all Proofs of Claim and Notices of Revision or Disallowance, and determinations of Claims by the Court shall be maintained by the Receiver and, subject to further Order of the Court, all Creditors or Unitholders will be entitled to have access thereto by appointment during normal business hours on written request to the Receiver.
2. For the purposes of this Claims Procedure, all Creditor Claims or Unitholder Claims which are denominated in a foreign currency shall be converted to Canadian dollars as at the Appointment Date.
3. The Receiver is authorized to use reasonable discretion as to adequacy of compliance with respect to the manner in which Proofs of Claim and Notices of Revision or Disallowance are completed and executed, and may, where the Receiver is satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Claims Procedure as to completion and execution of Proofs of Claim or Notices of Revision or Disallowance.
4. Any document to be sent pursuant to this Claims Procedure may be sent by e-mail, ordinary mail, registered mail, courier or facsimile transmission. An Affected Creditor or Affected Unitholder shall be deemed to have received any document sent pursuant to this Claims Procedure five (5) calendar days after such document is sent by ordinary mail and registered mail and one calendar day after such document is sent by e-mail, courier or facsimile transmission.
5. In the event that any provision of the Claims Procedure is amended by or is contrary to a provision of an Order of the Court made in the Receivership Proceedings, the provision of such Order shall have precedence over the provision of the Claims Procedure.
6. All references to time herein shall mean local time in Toronto, Ontario, Canada and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein.
7. References to the singular herein include the plural, the plural includes the singular and any gender includes the other gender.

## **C. Schedules**

The following Schedules form part of this Claims Procedure:

**Schedule "A"** - Notice to Creditors and Unitholders (Publication)

**Schedule "B"** - Proof of Claim

**Schedule "C"** - Notice of Revision or Disallowance

#### **D. Claims Procedure**

1. The Receiver shall send, on or before 11:59 p.m. on **June 30, 2013**, to each known Affected Creditor and Affected Unitholder a Proof of Claim together with a copy of the Claims Procedure and the Order approving the Claims Procedure.
2. On or before **June 30, 2013**, the Receiver shall publish the Notice to Creditors and Unitholders substantially in the form attached as **Schedule "A"** hereto, in The Globe and Mail (National Edition) and the Aurora local newspaper.
3. The Receiver shall send to each Affected Creditor and Affected Unitholder responding to the Notice to Creditors and Unitholders a Proof of Claim together with a copy of the Claims Procedure.
4. Each Affected Creditor must return the Proof of Claim to the Receiver by no later than the Claims Bar Date.
5. Any Affected Creditor or Affected Unitholder that does not file a Proof of Claim by the Claims Bar Date: (a) shall not be entitled to receive any distribution and its Creditor Claim or Unitholder Claim shall be forever extinguished and barred; and (b) shall not be entitled to notice of any further matters in the Receivership Proceedings.
6. Unaffected Creditors shall not be required to participate in the Claims Procedure in respect of their Unaffected Claims. The Receiver will not review or consider any Proof of Claim filed in respect of an Unaffected Claim.
7. The Receiver shall review all Proofs of Claim received by the Claims Bar Date and by no later than 11:59 p.m. on **October 31, 2013**, have notified each Creditor and Unitholder who has filed a Proof of Claim as to whether such Creditor's Claim or Unitholder's Claim as set out therein has been revised or rejected, and the reasons therefor, by sending a Notice of Revision or Disallowance substantially in the form attached as **Schedule "C"** hereto. Where the Receiver does not send by such date a Notice of Revision or Disallowance to a Creditor or Unitholder who has submitted a Proof of Claim, the Receiver shall be deemed to have accepted such Creditor's Claim in the amount set out in the Proof of Claim.
8. Any Creditor or Unitholder who intends to dispute a Notice of Revision or Disallowance shall, by no later than 5:00 p.m. on the day that is ten (10) days after the delivery of the Notice of Dispute or Disallowance, serve a Notice of Motion on the Receiver seeking to appeal the Receiver's determination. The motion must be returnable for scheduling on **November 19, 2013**.
9. Where a Creditor or Unitholder that receives a Notice of Revision or Disallowance does not serve a Notice of Motion by the date required, the value of such Creditor's Claim shall be deemed to be as set out in the Notice of Revision or Disallowance.