

IN THE MATTER OF THE *COMPANIES CREDITORS' ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PLAN OR COMPROMISE OR ARRANGEMENT OF TAMERLANE VENTURES INC. and PINE POINT HOLDING CORP.

Court File No.

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

Proceedings commenced in Toronto

INITIAL ORDER

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Tab 4

Court File No. _____

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE _____) _____ DAY, THE _____
_____)
JUSTICE _____) _____ DAY OF _____, 20__
THE HONOURABLE MR.) FRIDAY, THE 23rd
_____)
JUSTICE NEWBOULD) DAY OF AUGUST, 2013

IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF ~~[APPLICANT'S NAME]~~ TAMERLANE
VENTURES INC. and PINE POINT HOLDING CORP.

(the "ApplicantApplicants")

INITIAL ORDER

THIS APPLICATION, made by the ApplicantApplicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of ~~[NAME]~~ Margaret M. Kent sworn ~~[DATE]~~ August 22, 2013 and the Exhibits thereto (the "Kent Affidavit") and the Report of the Proposed Monitor, Duff & Phelps Canada Restructuring Inc. ("Duff & Phelps") (the "Monitor's Pre-Filing Report"), and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for ~~[NAMES]~~, no one appearing for ~~[NAME]~~[†] although duly served as appears from the affidavit of service of ~~[NAME]~~

[†]Include names of secured creditors or other persons who must be served before certain relief in this model Order may be granted. See, for example, CCAA Sections 11.2(1), 11.3(1), 11.4(1), 11.51(1), 11.52(1), 32(1), 32(3), 33(2) and 36(2).

~~sworn [DATE]~~ the Applicants, Duff & Phelps, and Global Resource Fund (the "Secured Lender"), and on reading the consent of ~~[MONITOR'S NAME]~~ Duff & Phelps to act as the Monitor,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application ~~and~~ the Application Record and the Monitor's Pre-Filing Report is hereby abridged and validated² so that this Application is properly returnable today and hereby dispenses with further service thereof.

APPLICATION

2. THIS COURT ORDERS AND DECLARES that the ~~Applicant is a company~~ Applicants are companies to which the CCAA applies.

PLAN OF ARRANGEMENT

3. THIS COURT ORDERS that the ~~Applicant~~ Applicants shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "**Plan**").

POSSESSION OF PROPERTY AND OPERATIONS

4. THIS COURT ORDERS that the ~~Applicant~~ Applicants shall remain in possession and control of ~~its~~ their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"). Subject to further Order of this Court, the ~~Applicant~~ Applicants shall continue to carry on business in a manner consistent with the preservation of ~~its~~ their business (the "**Business**") and Property. The ~~Applicant~~ Applicants shall be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively "**Assistants**") currently retained or employed by ~~it~~ them, with liberty to retain such further

² If service is effected in a manner other than as authorized by the Ontario *Rules of Civil Procedure*, an order validating irregular service is required pursuant to Rule 16.08 of the *Rules of Civil Procedure* and may be granted in appropriate circumstances.

Assistants as ~~it deems~~they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

5. ~~{THIS COURT ORDERS that the Applicant, subject to the terms of the DIP Term Sheet and Definitive Documents (each as hereinafter defined), the Applicants shall be entitled to continue to utilize the central cash management system³ currently in place as described in the Kent Affidavit of [NAME] sworn [DATE] or replace it with another substantially similar central cash management system (the "Cash Management System") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the ApplicantApplicants of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the ApplicantApplicants, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.}~~

6. THIS COURT ORDERS ~~that the Applicant, subject to the terms of the DIP Term Sheet and Definitive Documents, the Applicants shall be entitled but not required to pay the following expenses whether incurred prior to or after this Order:~~

- (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and
- (b) except as otherwise provided herein, the fees and disbursements of any Assistants retained or employed by the ~~Applicant~~Applicants in respect of these proceedings, at

³~~-This provision should only be utilized where necessary, in view of the fact that central cash management systems often operate in a manner that consolidates the cash of applicant companies. Specific attention should be paid to cross-border and inter-company transfers of cash.~~

their standard rates and charges or as otherwise agreed among the Applicants, the Secured Lender and the relevant Assistant.

7. THIS COURT ORDERS that, except as otherwise provided to the contrary herein, ~~the Applicant~~ and subject to the terms of the DIP Term Sheet and Definitive Documents, the Applicants shall be entitled but not required to pay all reasonable expenses incurred by the ~~Applicant~~ Applicants in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and
- (b) payment for goods or services actually supplied to the ~~Applicant~~ Applicants following the date of this Order.

8. THIS COURT ORDERS that the ~~Applicant~~ Applicants shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, ~~(iii) Quebec Pension Plan,~~ and ~~(iv) iii~~ income taxes;
- (b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the ~~Applicant~~ Applicants in connection with the sale of goods and services by the ~~Applicant~~ Applicants, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order, and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal

reality, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the ApplicantApplicants.

9. THIS COURT ORDERS that until a real property lease is disclaimed ~~for resiliated~~⁴ in accordance with the CCAA, ~~the Applicant~~which may only be done with the prior written consent of the Secured Lender, the Applicants shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the ApplicantApplicants and the landlord from time to time ("**Rent**"), for the period commencing from and including the date of this Order, ~~twice-monthly in equal payments on the first and fifteenth day of each month~~at such intervals as such Rent is usually paid in the ordinary course of business, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

10. THIS COURT ORDERS that, except as specifically permitted herein, the Applicant ~~is~~Applicants are hereby directed, until further Order of this Court upon notice to the Secured Lender: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the ApplicantApplicants to any of its creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

11. THIS COURT ORDERS that each of the ApplicantApplicants shall, subject to such requirements as are imposed by the CCAA and such covenants ~~as may be contained in the DIP Term Sheet or Definitive Documents (as hereinafter defined)~~, have the right to:

⁴~~The term "resiliate" should remain if there are leased premises in the Province of Quebec, but can otherwise be removed.~~

- (a) permanently or temporarily cease, downsize or shut down any of its business or operations, ~~and, with the prior written consent of the Monitor,~~ to dispose of redundant or non-material assets not exceeding \$~~10,000~~ in any one transaction or \$~~50,000~~ in the aggregate⁵;
- (b) ~~terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate;~~⁶ and
- (c) ~~pursue all avenues of refinancing of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing;~~ implement the SISP (as hereinafter defined) under the oversight of the Monitor and in accordance with this Order,

all of the foregoing to, among other things, permit the Applicant~~Applicants~~ to proceed with an orderly restructuring of the Business ~~(the "Restructuring")~~ in order to, among other things, repay their obligations to the Secured Lender.

12. THIS COURT ORDERS that each of the ApplicantApplicants shall provide each of the relevant landlords, the Monitor and the Secured Lender with notice of the Applicant's intention to remove any fixtures from any leased premises at least seven-(7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Applicant's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicant, or by further Order of this Court upon application by the Applicant on at least

⁵-Section 36 of the amended CCAA does not seem to contemplate a pre-approved power to sell (see subsection 36(3)) and moreover requires notice (subsection 36(2)) and evidence (subsection 36(7)) that may not have occurred or be available at the initial CCAA hearing.

⁶-It is not clear to the Model Order Subcommittee whether the termination of an employee is a "disclaimer or resiliation" of the employment agreement within the meaning of Section 32 of the amended CCAA; since the termination of an employee may not be a matter governed by Section 32 of the amended CCAA (except to the extent that collective agreements are exempted from the application of that Section), the Subcommittee has left this provision in the Model Order.

two-(2) days notice to such landlord and any such secured creditors. If the Applicant disclaims ~~for resiliates~~ the lease governing such leased premises in accordance with Section 32 of the CCAA, which may only be done with the prior written consent of the Secured Lender, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer~~for resiliation~~ of the lease shall be without prejudice to the Applicant's claim to the fixtures in dispute.

13. THIS COURT ORDERS that if a notice of disclaimer ~~for resiliation~~ is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer~~for resiliation~~, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicant Applicants and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer~~for resiliation~~, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicant Applicants in respect of such lease or leased premises and such landlord shall be entitled to notify the Applicant Applicants of the basis on which it is taking possession and to gain possession of and re-release such leased premises to any third party or parties on such terms as such landlord considers advisable, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE APPLICANT APPLICANTS OR THE PROPERTY

14. THIS COURT ORDERS that until and including ~~{DATE — MAX. 30 DAYS}~~, September 22, 2013, or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**") shall be commenced or continued against or in respect of the Applicant Applicants or the Monitor, or affecting the Business or the Property, except with the written consent of the Applicant Applicants and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicant Applicants or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

15. THIS COURT ORDERS that during the Stay Period, no Proceeding shall be commenced or continued against or in respect of Tamerlane Ventures USA, Inc. or Tamerlane Ventures Peru SAC (collectively, the "**Foreign Entities**") or their current and future assets, undertakings and

properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "**Foreign Entities Property**") with respect to any guarantee, contribution or indemnity obligation, liability or claim in respect of or that relates to any agreement involving the Applicants or the obligations, liabilities and claims of, against, or affecting the Applicants or the Business (the "**Related Claims**"), except with the written consent of the Applicants and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Foreign Entities or Foreign Entities Property in respect of the Related Claims are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

16. 15. THIS COURT ORDERS that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of the ApplicantApplicants or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended and shall not be commenced, proceeded with or continued, except with the written consent of the ApplicantApplicants and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the ApplicantApplicants to carry on any business which the Applicant is not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien. Applicants are not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

17. THIS COURT ORDERS that during the Stay Period, all rights and remedies of any Person against or in respect of the Foreign Entities or Foreign Entities Property in respect of the Related Claims are hereby stayed and suspended and shall not be commenced, proceeded with or continued, except with the written consent of the Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Foreign Entities to carry on any business which they are not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii)

prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

18. ~~16.~~ THIS COURT ORDERS that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the ApplicantApplicants, except with the written consent of the ApplicantApplicants and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

19. ~~17.~~ THIS COURT ORDERS that during the Stay Period, all Persons having oral or written agreements with the ApplicantApplicants 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 Business or the ApplicantApplicants, 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 ApplicantApplicants or exercising any other remedy provided under such agreement or agreements, and that the ApplicantApplicants shall be entitled to the continued use of its current premises, 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 ApplicantApplicants in accordance with normal payment practices of the ApplicantApplicants or such other practices as may be agreed upon by the supplier or service provider and each of the ApplicantApplicants and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

20. ~~18.~~ THIS COURT ORDERS that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of lease or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any

monies or otherwise extend any credit to the ~~Applicant~~Applicants. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.⁷

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

21. ~~19.~~ THIS COURT ORDERS that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the ~~Applicant~~Applicants with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the ~~Applicant~~Applicants whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the ~~Applicant~~Applicants, if one is filed, is sanctioned by this Court or is refused by the creditors of the ~~Applicant~~Applicants or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

22. ~~20.~~ THIS COURT ORDERS that the ~~Applicant~~Applicants shall indemnify its directors and officers against obligations and liabilities that they may incur as directors or officers of the ~~Applicant~~Applicants after the commencement of the within proceedings,⁸ except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

23. ~~21.~~ THIS COURT ORDERS that the directors and officers of the ~~Applicant~~Applicants shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**")⁹ on

⁷ This non-derogation provision has acquired more significance due to the recent amendments to the CCAA, since a number of actions or steps cannot be stayed, or the stay is subject to certain limits and restrictions. See, for example, CCAA Sections 11.01, 11.04, 11.06, 11.07, 11.08, 11.1(2) and 11.5(1).

⁸ The broad indemnity language from Section 11.51 of the CCAA has been imported into this paragraph. The granting of the indemnity (whether or not secured by a Directors' Charge), and the scope of the indemnity, are discretionary matters that should be addressed with the Court.

⁹ Section 11.51(3) provides that the Court may not make this security/charging order if in the Court's opinion the Applicant could obtain adequate indemnification insurance for the director or officer at a reasonable cost.

the Property, which charge shall not exceed an aggregate amount of \$~~45,000~~, as security for the indemnity provided in paragraph ~~{20}~~ of this Order~~22~~ of this Order, provided, however, that the Directors' Charge shall not secure any indemnity for liability of the Applicants' officers and directors which arises based on acts or omissions occurring after the Outside Date (as hereinafter defined) or the termination of these proceedings, whichever may be earlier. The Directors' Charge shall have the priority set out in paragraphs ~~{38}~~44 and ~~{40}~~46 herein.

24. ~~22.~~ THIS COURT ORDERS that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the ~~Applicant's~~Applicants' directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph ~~{20}~~22 of this Order.

APPOINTMENT OF MONITOR

25. ~~23.~~ THIS COURT ORDERS that ~~{MONITOR'S NAME}~~Duff & Phelps is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the ~~Applicant~~Applicants with the powers and obligations set out in the CCAA or set forth herein and that the ~~Applicant~~Applicants and ~~its~~their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the ~~Applicant~~Applicants pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

26. ~~24.~~ THIS COURT ORDERS that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the ~~Applicant's~~ receipts and disbursements of the Applicants and the Foreign Entities;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;

- (c) assist the ~~Applicant~~Applicants, to the extent required by the ~~Applicant~~Applicants, in ~~its~~their dissemination, to the DIP Lender and its counsel on a ~~[TIME INTERVAL]~~ basis of financial and other information as agreed to between the ~~Applicant~~Applicants and the DIP Lender which may be used in these proceedings including reporting on a basis to be agreed with the DIP Lender;
- (d) advise and assist the ~~Applicant~~Applicants in ~~its~~their preparation of the ~~Applicant's~~Applicants' cash flow statements and reporting required by the DIP Lender, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis, ~~but not less than [TIME INTERVAL],~~ or as otherwise agreed to by the DIP Lender;
- (e) advise and assist the ~~Applicant~~Applicants in ~~its~~their development of the Plan and any amendments to the Plan;
- (f) assist the ~~Applicant~~Applicants, to the extent required by the ~~Applicant~~Applicants, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan, as applicable;
- (g) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the ~~Applicant~~Applicants and the Foreign Entities, to the extent that is necessary to adequately assess the ~~Applicant's~~Applicants' business and financial affairs or to perform its duties arising under this Order;
- (h) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
- (i) perform such other duties as are required by this Order or by this Court from time to time.

27. ~~25.~~ THIS COURT ORDERS that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business

and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

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

29. ~~27.~~ THIS COURT ORDERS that ~~that~~ the Monitor shall provide any creditor of the ~~Applicant~~Applicants (including the Secured Lender) and the DIP Lender with information provided by the ~~Applicant~~Applicants in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the ~~Applicant~~Applicants is confidential, the Monitor shall not provide such information to creditors (other than the Secured Lender) unless otherwise directed by this Court or on such terms as the Monitor and the ~~Applicant~~Applicants may agree.

30. ~~28.~~ THIS COURT ORDERS that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

31. ~~29.~~ THIS COURT ORDERS that the Monitor, counsel to the Monitor and, counsel to the Applicant Applicants, and the financial advisor to the Applicants (the "**Financial Advisor**") shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Applicant or as otherwise agreed between the Applicants and the relevant party, whether incurred prior to, on, or after the date hereof, by the Applicants as part of the costs of these proceedings. The Applicant is Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and, counsel for the Applicant on a [TIME INTERVAL] basis and, in addition, the Applicant is hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Applicant, retainers in the amount[s] of \$● [, respectively,] to be held by them as security for payment of their respective fees and disbursements outstanding from time to time Applicants, and the Financial Advisor on at least a monthly basis or as otherwise agreed in writing between the Applicants and the relevant party.

32. THIS COURT ORDERS that, if one or more of the Monitor, counsel to the Monitor, counsel to the Applicants, or the Financial Advisor reasonably determines at any time, in light of the amount of DIP Financing and the Administration Charge, that it is unlikely to be paid in full (in accordance with its agreement with the Applicants) for its services to the Applicants, then such person(s) shall be entitled to withdraw its services on behalf of the Applicants and/or to terminate its engagement with the Applicants, without further obligation on its part.

33. ~~30.~~ THIS COURT ORDERS that, if requested by the Applicants, the DIP Lender, this Court or any interested party, the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

34. THIS COURT ORDERS that the Monitor, counsel to the Monitor, and counsel to the Applicants shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of \$300,000, as security for their professional fees and disbursements incurred in accordance with paragraph 31 hereof, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 44 and 46 hereof.

35. THIS COURT ORDERS that the Financial Advisor shall be entitled to the benefit of and is hereby granted a charge (the "**Financial Advisor Charge**") on the Property, which charge shall

not exceed an aggregate amount of \$300,000, as security for the Financial Advisor's professional fees and disbursements incurred in accordance with paragraph 31 hereof, both before and after the making of this Order in respect of these proceedings. The Financial Advisor Charge shall have the priority set out in paragraphs 44 and 46 hereof.

36. 31. THIS COURT ORDERS that the Monitor, counsel to the Monitor, if any, and the Applicant's counsel~~THIS COURT ORDERS that the Monitor, counsel to the Monitor, counsel to the Applicants and the Financial Advisor shall be entitled to the benefit of and are hereby granted a charge (the "**Subordinated Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of \$●, as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel in accordance with paragraph 31 hereof to the extent that they are not secured by the Administration Charge or the Financial Advisor Charge, both before and after the making of this Order in respect of these proceedings. The Subordinated Administration Charge shall have the priority set out in paragraphs [38]44 and [40]46 hereof.~~

DIP FINANCING

37. 32. THIS COURT ORDERS that the Applicant is Applicants are hereby authorized and empowered to obtain and borrow under a credit facility from [DIP LENDER'S NAME] (the Secured Lender (in such capacity, the "**DIP Lender**") in order to finance the Applicant's working capital requirements and other general corporate purposes and capital expenditures to be used for the purpose set out in the DIP Term Sheet, provided that borrowings under such credit facility shall not exceed \$●USD \$978,571 plus interest and costs of the DIP Lender unless permitted by both (i) further Order of this Court and (ii) the terms of the DIP Term Sheet.

38. 33. THIS COURT ORDERS THAT that such credit facility shall be on the terms and subject to the conditions set forth in the commitment letter DIP Term Sheet between the Applicant Applicants and the DIP Lender dated as of [DATE] August 22, 2013 (the "Commitment Letter DIP Term Sheet"), filed.

39. 34. THIS COURT ORDERS AND DECLARES that the Applicant is DIP Term Sheet be and is hereby approved, ratified and confirmed, and the execution of the DIP Term Sheet by the Applicants be and is hereby authorized and approved. The Applicants are hereby authorized and

empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the "**Definitive Documents**"), as are contemplated by the ~~Commitment Letter~~ DIP Term Sheet or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the ~~Applicant~~ is Applicants are hereby authorized and directed to pay and perform all of ~~its~~ their indebtedness, interest, fees, expenses (including legal fees) liabilities and obligations to the DIP Lender under and pursuant to the ~~Commitment Letter~~ DIP Term Sheet and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

40. THIS COURT ORDERS that, in addition to the obligations of the Applicants set out in the DIP Term Sheet, the Applicants and the Monitor shall promptly upon request provide to the DIP Lender access to such information as it may reasonably request concerning the business and affairs of the Applicants and the Foreign Entities, including, without limitation, bank statements and transaction records, general ledgers, budgets, cheque registers and cancelled cheques, and material contracts, all subject to recognition that the Applicants have reduced their staffing as part of the restructuring process.

41. 35. THIS COURT ORDERS that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the "**DIP Lender's Charge**") on the Property, which DIP Lender's Charge shall not secure an obligation that exists before this Order is made. The DIP Lender's Charge shall have the priority set out in paragraphs ~~{38}~~ 44 and ~~{40}~~ 46 hereof.

42. 36. THIS COURT ORDERS that, notwithstanding any other provision of this Order:

- (a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge, the DIP Term Sheet, or any of the Definitive Documents;
- (b) upon the occurrence of an event of default under the DIP Term Sheet, Definitive Documents or the DIP Lender's Charge, the DIP Lender, upon ~~●~~ three business days' prior notice to the ~~Applicant~~ Applicants and the Monitor, may exercise any and all of its rights and remedies against the ~~Applicant~~ Applicants or the Property under or pursuant to the ~~Commitment Letter~~ DIP Term Sheet, Definitive Documents and the DIP

Lender's Charge, including without limitation, to cease making advances to the ~~Applicant~~Applicants and set off and/or consolidate any amounts owing by the DIP Lender to the ~~Applicant~~Applicants against the obligations of the ~~Applicant~~Applicants to the DIP Lender under the ~~Commitment Letter~~DIP Term Sheet, the Definitive Documents or the DIP Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the ~~Applicant~~Applicants and for the appointment of a trustee in bankruptcy of the ~~Applicant~~Applicants; and

- (c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the ~~Applicant~~Applicants or the Property.

43. ~~37.~~ THIS COURT ORDERS AND DECLARES that the DIP Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the ~~Applicant~~Applicants under the CCAA, or any proposal filed by the Applicant under the *Bankruptcy and Insolvency Act* of Canada (the "**BIA**"), with respect to any advances made under the DIP Term Sheet or the Definitive Documents.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

44. ~~38.~~ THIS COURT ORDERS that the priorities of the security given by the Applicants to the Secured Lender (the "**Secured Lender Security**"), the Directors' Charge, the Administration Charge, the Financial Advisor Charge, the Subordinated Administration Charge and the DIP Lender's Charge, as among them, shall be as follows¹⁰:

First – Administration Charge (to the maximum amount of \$~~300,000~~300,000);

¹⁰ ~~The ranking of these Charges is for illustration purposes only, and is not meant to be determinative. This ranking may be subject to negotiation, and should be tailored to the circumstances of the case before the Court. Similarly, the quantum and caps applicable to the Charges should be considered in each case. Please also note that the CCAA now permits Charges in favour of critical suppliers and others, which should also be incorporated into this Order (and the rankings, above), where appropriate.~~

Second – ~~DIP Lender's~~ Financial Advisor Charge (to the maximum amount of \$300,000); and

Third – DIP Lender's Charge;

Fourth – Directors' Charge (to the maximum amount of \$45,000);

Fifth – Secured Lender Security; and

Sixth - Subordinated Administration Charge.

45. ~~39.~~ THIS COURT ORDERS that the filing, registration or perfection of the Directors' Charge, the Administration Charge, the Financial Advisor Charge, the Subordinated Administration Charge or the DIP Lender's Charge (collectively, the "**Charges**") shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

46. ~~40.~~ THIS COURT ORDERS that (i) each of the Directors' Charge, the Administration Charge, the Financial Advisor Charge, and the DIP Lender's Charge ~~(all as constituted and defined herein)~~ shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person, notwithstanding the order of perfection or attachment, and (ii) the Subordinated Administration Charge shall constitute a charge on the Property and shall rank in priority to all Encumbrances in favour of any Person, notwithstanding the order of perfection or attachment, other than the Administration Charge, the Financial Advisor Charge, the DIP Lender's Charge, the Directors' Charge and the Secured Lender Security.

47. ~~41.~~ THIS COURT ORDERS that except as otherwise expressly provided for herein, or as may be approved by this Court, the ~~Applicant~~ Applicants shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the ~~Directors' Charge, the Administration Charge~~ Charges or the ~~DIP~~ Secured Lender's Charge Security, unless the ~~Applicant~~ Applicants also ~~obtains~~ obtain the prior written consent of the Monitor, the DIP Lender

and ~~all of the beneficiaries of the Directors' Charge~~ Charges and the ~~Administration Charge~~ Secured Lender Security, or further Order of this Court.

48. ~~42.~~ THIS COURT ORDERS that the ~~Directors' Charge, the Administration Charge, the Commitment Letter, the Definitive Documents and the DIP Lender's Charge~~ Charges shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") and/or the DIP Lender thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) any applications(s) for receivership order(s) issued pursuant to the BIA, the Courts of Justice Act, or any other statute, or any order(s) made pursuant to such applications; (e) the provisions of any federal or provincial statutes; or (ef) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the ~~Applicant~~ Applicants, and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the ~~Commitment Letter~~ DIP Term Sheet or the Definitive Documents shall create or be deemed to constitute a breach by the ~~Applicant~~ Applicants of any Agreement to which ~~it is~~ they are a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Applicant entering into the ~~Commitment Letter~~ DIP Term Sheet, the creation of the Charges, or the execution, delivery or performance of the DIP Term Sheet and the Definitive Documents; and
- (c) the payments made by the ~~Applicant~~ Applicants pursuant to this Order, the ~~Commitment Letter~~ DIP Term Sheet or the Definitive Documents, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

49. ~~43.~~ THIS COURT ORDERS that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the ~~Applicant's~~Applicants' interest in such real property leases.

RESTRICTIONS ON EXTENSION OF CCAA PROCEEDINGS

50. THIS COURT ORDERS that, notwithstanding any other provision of this Order, the Applicants may not seek or obtain any extension of the Stay Period beyond 11:59 p.m. (Toronto time) on January 7, 2014, unless it has repaid both the DIP Lender and the Secured Lender in full or received the prior written consent of the Secured Lender and the Monitor prior to such date (such date beyond which the Applicants may not seek or obtain any extension of the Stay Period, if any, being the "Outside Date"). Immediately following the Outside Date and with automatic effect: (i) these proceedings shall terminate (the "Termination"), (ii) the Monitor shall be released and discharged, and (iii) this Order (except for paragraphs 22, 23, 31, 34, 35, 36, and 41 hereof) shall be of no further force or effect. provided, however, that:

(a) the Administration Charge, the Financial Advisor Charge and the Subordinated Administration Charge shall not secure any fees or disbursements of the Monitor, its counsel, counsel to the Applicants or the Financial Advisor (collectively, the "Insolvency Professional Fees") incurred after the Termination, except those Insolvency Professional Fees which relate to:

- (i) obtaining the approval(s) or other relief from this Court as set out in paragraph 52 hereof;
- (ii) the fees of the Monitor or its counsel in relation to the transition from these CCAA proceedings to a receivership; or
- (iii) any other fees or disbursements of the Applicants' counsel, the Monitor, the Monitor's counsel or the Financial Advisor which are approved by the Secured Lender in advance.

51. THIS COURT ORDERS that, immediately upon the Termination, a receiver selected by the Secured Lender shall hereby be appointed, without security, over all assets and undertakings of the Applicants pursuant to section 243 of the *Bankruptcy and Insolvency Act* and section 101 of the

Courts of Justice Act, and a receivership order substantially in the form of Schedule "A" (the "Receivership Order") shall issue immediately upon the Secured Lender filing with the Court a written consent of a licensed bankruptcy trustee, selected by the Secured Lender, to act as receiver. The Secured Lender may attend at a Commercial List chambers appointment as soon as practicable after the Termination for the purpose of having the Receivership Order signed, which the Applicants have irrevocably consented to.

52. THIS COURT ORDERS that, notwithstanding the occurrence of the Termination, Duff & Phelps Canada Restructuring Inc. is authorized to apply to this Court from and after the date of the Termination to seek: (a) approval of (i) its conduct and activities, and (ii) its fees and disbursements and those of its counsel incurred in connection with these proceedings; and (b) such other relief as Duff & Phelps Canada Restructuring Inc. deems appropriate in connection with its role as Monitor in these proceedings, its discharge as Monitor and any matters relating to the transition of these CCAA proceedings to receivership proceedings. The Termination in accordance with paragraph 50 hereof shall not affect, vary, derogate from or limit any of the protections in favour of the Monitor at law or pursuant to the CCAA, this Order or any other Order that may be granted by this Court in these proceedings.

SALE AND INVESTMENT SOLICITATION PROCESS

53. THIS COURT ORDERS AND DIRECTS that the Sale and Investment Solicitation Process (the "SISP") attached as Schedule "B" to this Order be and is hereby approved, and the Financial Advisor, the Monitor and the Applicants are authorized and directed to perform each of their obligations thereunder and to do all things reasonably necessary to perform their obligations thereunder.

54. THIS COURT ORDERS that each of the Monitor and the Financial Advisor, and their respective affiliates, partners, directors, employees, agents and controlling persons shall have no liability with respect to any and all losses, claims, damages or liabilities, of any nature or kind, to any person in connection with or as a result of the SISP, except to the extent such losses, claims, damages or liabilities result from the gross negligence or wilful misconduct of the Monitor or the Financial Advisor, as applicable, in performing its obligations under the SISP (as determined by this Court).

55. THIS COURT ORDERS that, in connection with the SISP and pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada), the Applicants, the Financial Advisor and the Monitor are authorized and permitted to disclose personal information of identifiable individuals to prospective investors, financiers, purchasers or offerors and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more investment, finance or sale transactions (each, a “**Transaction**”). Each prospective investor, financier, purchaser, or offeror to whom such information is disclosed shall maintain and protect the privacy of such information and shall limit the use of such information to its evaluation of the Transaction, and if it does not complete a Transaction, shall: (i) return all such information to the Applicants, the Financial Advisor or the Monitor, as applicable; (ii) destroy all such information; or (iii) in the case of such information that is electronically stored, destroy all such information to the extent it is reasonably practical to do so. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Applicant, and shall return all other personal information to the Applicants, the Financial Advisor or the Monitor, as applicable, or ensure that all other personal information is destroyed.

SERVICE AND NOTICE

56. 44.—THIS COURT ORDERS that the Monitor shall (i) without delay, publish in [~~newspapers specified by the Court~~]The Globe and Mail a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the ~~Applicant~~Applicants of more than ~~\$1000,1,000~~, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

57. 45.—THIS COURT ORDERS that the ~~Applicant~~Applicants and the Monitor be at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile or ~~electronic transmission~~email to the ~~Applicant's~~Applicants' creditors or other

interested parties at their respective addresses as last shown on the records of the ~~Applicant~~Applicants and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

58. ~~46.~~ THIS COURT ORDERS that the ~~Applicant~~Applicants, the Monitor, the Secured Lender and any party who has filed a Notice of Appearance may serve any court materials in these proceedings by e-mailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the Service List from time to time, and the Monitor may post a copy of any or all such materials on its website at ~~[INSERT WEBSITE ADDRESS]~~http://www.duffandphelps.com/services/restructuring/Pages/RestructuringCases.aspx, and that any such service or notice by email shall be deemed to be received on the day on which such transmission occurs, or if such transmission occurs after 5:00p.m. or on a day that is not a business day, then on the next business day after such transmission.

GENERAL

59. ~~47.~~ THIS COURT ORDERS that the ~~Applicant~~Applicants or the Monitor may from time to time apply to this Court for advice and directions in the discharge of ~~its~~their respective powers and duties ~~hereunder~~under this Order or the interpretation or application of this Order.

60. ~~48.~~ THIS COURT ORDERS that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the ~~Applicant~~Applicants, the Business or the Property.

61. ~~49.~~ THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada ~~or in~~, the United States, Peru, or in any other foreign jurisdiction, to give effect to this Order and to assist the ~~Applicant~~Applicants, the Monitor and their respective 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 ~~Applicant~~Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the ~~Applicant~~Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

62. ~~50.~~ THIS COURT ORDERS that each of the ~~Applicant~~Applicants and the Monitor 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, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

63. ~~51.~~ THIS COURT ORDERS that any interested party (including the ~~Applicant~~Applicants and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Secured Lender any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

64. ~~52.~~ THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Eastern ~~Standard~~/Daylight Time on the date of this Order, and, for greater certainty, the DIP Lender shall be entitled to rely on this Order as issued for all advances made under the DIP Term Sheet and the Definitive Documents up to and including the date this Order may be varied or amended by this Court.

65. ~~THIS COURT ORDERS that, notwithstanding paragraph 61 of this Order, no order shall be made varying, rescinding or otherwise affecting (i) the priorities of this Order with respect to the Charges, the Secured Lender Security, the DIP Term Sheet or the Definitive Documents, or paragraphs 50 or 51 of this Order, unless notice of a motion is served on the Monitor, the Applicants, and the Secured Lender returnable no later than September 5, 2013, or except with the written consent of the Applicants, the Monitor, and the Secured Lender.~~

Schedule "A"

Schedule "B"

IN THE MATTER OF THE COMPANIES CREDITORS' ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PLAN OR COMPROMISE OR ARRANGEMENT OF TAMERLANE VENTURES INC. and PINE POINT HOLDING CORP.

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced in Toronto

INITIAL ORDER

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Document 1 ID	interwovenSite://bjdocs/WSLegal/7691188/1
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Statistics:	
	Count
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Deletions	286
Moved from	3
Moved to	3
Style change	0
Format changed	0
Total changes	593

Tab 5

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF TAMERLANE VENTURES INC. and
PINE POINT HOLDING CORP.

(the "Applicants")

MONITOR'S CONSENT

Duff & Phelps Canada Restructuring Inc. hereby consents to act as Court-appointed
Monitor of the Applicants in respect of these proceedings.

[SIGNATURE PAGE FOLLOWS]

Dated: August _____, 2013

Duff & Phelps Canada Restructuring Inc.

Per: 

Name: Robert Harlang

Title: Managing Director, Restructuring

**IN THE MATTER OF THE COMPANIES CREDITORS' ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED AND
IN THE MATTER OF TAMERLANE VENTURES INC.**

Court File No. CV-13-10228-00CL

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

Proceedings commenced in Toronto

**APPLICATION RECORD
(Initial Order Returnable August 9, 2013)**

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