I certify that this document, each page of which has been initialed by me, is a true copy of the original filed in the office of the Court for the Judicial District of Moncton.
Issued under the seal of the Court this ___ day of May 2013.
Charline Poirier
Under written authorization of the Registrar dated the 26th day of August 2009.

Court File No. M/M/114/12

IN THE COURT OF QUEEN'S BENCH OF NEW BRUNSWICK

TRIAL DIVISION

JUDICIAL DISTRICT OF MONCTON

COURT OF QUEEN'S BENCH TRIAL DIVISION MONCTON, N.B. FILED/REGISTERED
MAY 30 2013
COUR DU BANC DE LA REINE DIV. DE PREMIÈRE INSTANCE MONCTON, N.-B. DÉPOSÉ/ENREGISTRÉ

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 LANDDRILL INTERNATIONAL INC. (A BRITISH COLUMBIA CORPORATION), LANDDRILL INTERNATIONAL LTD. (A NEW BRUNSWICK CORPORATION), LANDDRILL ATLANTIC LTD. (A NEW BRUNSWICK CORPORATION), LANDDRILL CONTRACT MINING LTD. (A NEW BRUNSWICK CORPORATION), LANDDRILL INTERNATIONAL MEXICO S.A. DE C.V. (A MEXICAN CORPORATION), LANDDRILL INTERNATIONAL LLC (A MONGOLIAN CORPORATION) and LANDDRILL INTERNATIONAL INC. (A BARBADOS CORPORATION)

ORDER

WHEREAS the motion by Norrep Credit Opportunities Fund, LP ("**Norrep**") was heard this 30th day of May, 2013 at 145 Assomption Blvd., Moncton, New Brunswick.

ON READING the Notice of Motion of Norrep dated May 22, 2013; the Thirteenth Report of the Monitor dated May 29, 2013 (the "**Thirteenth Monitor's Report**"); the Application For Bankruptcy Order of Norrep against Landdrill International Ltd. (the "**Landdrill NB Bankruptcy Application**"); the Application For Bankruptcy Order against Landdrill International Inc. (the "**Landdrill BC Bankruptcy Application**"); the Affidavits of Truth of Statements in Application For Bankruptcy Order sworn on May 24, 2013; the Consents To Appointment as Trustee in Bankruptcy; the affidavit of Ashley John Taylor sworn May 27, 2013 (the "**Taylor Affidavit**"); the affidavit of Paul D. Hickey sworn May 28, 2013 (the "**Hickey Affidavit**"); the Notice of Motion of First Insurance Funding of Canada Inc. ("**First Insurance**") dated May 9, 2013 (the "**First Insurance Motion**"); the Affidavit of Stephen Karpiuk sworn on

May 9, 2013 and the Consent Order endorsed by counsel for each of Norrep, First Insurance, G.E. Canada Equipment Financing G.P. and related companies ("**GE**"); the Applicants, Landdrill International Inc. et al. (collectively, "**Landdrill**" or the "**Applicants**") and Ernst & Young Inc., in its capacity as the Court-appointed Monitor of the Applicants (the "**Monitor**");

AND UPON IT APPEARING to the Court that the following acts of bankruptcy have been committed within the six months next proceeding the date of the filing of the Applications for Bankruptcy, namely:

(a) Landdrill International Inc. ("**Landdrill BC**") has ceased to meet its liabilities generally as they become due, being an act of bankruptcy pursuant to section 42(1)(j) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**"); and

(b) Landdrill International Ltd. ("**Landdrill NB**") has ceased to meet its liabilities generally as they become due, being an act of bankruptcy pursuant to section 42(1)(j) of the BIA;

AND UPON IT APPEARING to the Court that no D&O Claims have been submitted by the D&O Claims Bar Date, (each as established and as defined under the Order of this Court dated March 21, 2013);

AND UPON HEARING:

Jeffrey M. Lee, Q.C. and R. Gary Faloon, Q.C., Counsel for Norrep Credit Opportunities Fund, LP and Crown Capital Partners Inc.;

Stephen J. Hutchison, Counsel for the Applicants;

Ashley John Taylor, Counsel for the Monitor, Ernst & Young Inc.;

Alissa K. Mitchell, Counsel for GE Canada Equipment Financing, GP;

Gus Camelino, Counsel for First Insurance Funding of Canada Inc.;

AND WHEREAS this Court made an Initial Order under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "**CCAA**") dated August 31, 2012 (the "**Initial Order**"), as amended by an Order For Adjournment of Comeback Hearing And Other Relief

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dated September 17, 2012 (the "**September 17 Order**") and an Order (Re: Comeback/Extension Motion) dated September 27, 2012 (the "**September 27 Order**");

AND WHEREAS this Court is satisfied that circumstances exist that make this Order appropriate;

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Motion is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof and with the need to file a Record on Motion.

INTERPRETATION

2. THIS COURT ORDERS AND DECLARES that words and phrases used in this Order which begin with capital letters but which are not otherwise defined in this Order shall have the respective meanings ascribed thereto in the Initial Order.

DISTRIBUTION OF ASSET SALE PROCEEDS

3. THIS COURT ORDERS that the Monitor is hereby authorized and directed to distribute the proceeds of sale of the assets of the Applicants which are currently on deposit in the Monitor's trust account, in the approximate amount of $4,852,231.62 (the "**Landdrill Asset Sale Proceeds**"), free and clear of any and all claims, liens and encumbrances (including the Charges), to the following parties in the following amounts, namely:

    a) to GE the amount of $3,018,500 (the "**GE Payment Amount**") from and out of the Landdrill Asset Sale Proceeds on account of all obligations of the Applicants owed to GE (the "**Landdrill GE Indebtedness**") pursuant to, among other agreements:

        i. an Equipment Loan and Security Agreement dated March 30, 2011, as amended, having contract number 150011609070, now 2164552-001, pursuant to which the principal sum of $2,250,000 was financed by GE to Landdrill NB;

ii. a Conditional Sale Agreement dated July, 2011, as amended, having contract number 868801101, pursuant to which the principal sum of $377,027.57 was financed by GE;

iii. an Equipment Loan and Security Agreement dated September 28, 2011, as amended, having contract number 8698749001, pursuant to which the principal sum of $707,103.96 was financed by GE; and

iv. an Equipment Loan and Security Agreement dated March 23, 2012, as amended, having contract number 8724235001, pursuant to which the principal sum of $1,200,000 was financed by GE;

b) to Ally Credit Canada Limited ("**Ally**") the amount of $240,301.73 (the "**Ally Payment Amount**") from and out of the Landdrill Asset Sale Proceeds on account of the amounts owing to Ally by Landdrill NB, Landdrill BC and Landdrill Atlantic Ltd. ("**Landdrill Atlantic**") pursuant to various conditional sale contracts between Ally (on the one hand) and Landdrill NB, Landdrill BC and Landdrill Atlantic (on the other hand) (the "**Ally Conditional Sale Contracts**");

c) to De Lage Landen Financial Services Canada Inc. ("**De Lage**") the amount of $11,346.73 (the "**De Lage Payment Amount**") from and out of the Landdrill NB Asset Sale Proceeds on account of amounts owing to De Lage by Landdrill NB and Landdrill BC pursuant to a lease contract between De Lage (on the one hand) and Landdrill NB and Landdrill BC (on the other hand) in regard to a Hyundai Forklift (the "**De Lage Lease**");

d) to First Insurance the amount of $58,076.69 (the "**First Insurance Payment Amount**") from and out of the Landdrill NB Sale Proceeds on account of amounts owing to First Insurance by Landdrill NB pursuant to:

i. the Commercial Premium Finance Agreement between First Insurance (and its predecessors) and Landdrill bearing number 60023 accepted December 8, 2011 ("**First Insurance PIC 1**");

ii. the Premium Instalment Contract between First Insurance (and its predecessors) and Landdrill bearing number 41696 accepted July 23, 2010 ("**First Insurance PIC 2**"); and

iii. the Premium Instalment Contract between First Insurance (and its predecessors) and Landdrill bearing number 41698 accepted July 23, 2010 ("**First Insurance PIC 3**");

e) to the Canada Revenue Agency ("**CRA**") all outstanding amounts (if any) of HST collected and to Revenu Quebec all outstanding amounts (if any) of QST collected in connection with the asset sales conducted by the Monitor on behalf of the Applicants, and for such purposes the Monitor shall create and hold a reserve in the amount of ~~$50,000.00~~ $115,000.00 from and out of the Landdrill Asset Sale Proceeds. The remaining balance of such reserve (if any), following payment of such amounts to CRA and Revenu Quebec by the Monitor, shall be paid to Norrep;

f) to Ernst & Young Inc., in its capacity as the Court-appointed Monitor of the Applicants, the amount of $59,882.03 (the "**Monitor's Unpaid Fees Amount**") from and out of the Landdrill Asset Sale Proceeds on account of professional fees and disbursements of the Monitor;

g) to Stikeman Elliott LLP, in its capacity as counsel to the Monitor, the amount of $83,999.57 (the "**Monitor Counsel's Unpaid Fees Amount**") from and out of the Landdrill Asset Sale Proceeds on account of professional fees and disbursements of the Monitor's counsel;

h) to Ernst & Young Inc., in its capacity as the Court-appointed Monitor of the Applicants, the amount of $22,389.18 and US$1,728.12 on account of professional fees and disbursements of the legal firms, other than Stikeman Elliott LLP, who have assisted the Monitor in these CCAA Proceedings;

i) to Norrep the remainder of the Landdrill Asset Sale Proceeds on account of the indebtedness owed to Norrep by the Applicants (the "**Landdrill Norrep Indebtedness**") pursuant to:

i. the Credit Agreement dated as of March 21, 2012 between Landdrill BC (as Borrower), eleven entities in the Landdrill Group of Companies (including Landdrill NB, Landdrill Atlantic and Landdrill International LLC ("**Landdrill Mongolia**")) (as Guarantors) (collectively, the "**Guarantors**") and Norrep (as Lender);

ii. the Guarantee and Indemnity Agreement dated as of March 21, 2012 between Landdrill BC, the Guarantors and Norrep; and

iii. the indebtedness owed by the Applicants to Sprott Resource Lending Corp. and related entities (collectively, "**Sprott**") (the "**Landdrill Sprott Indebtedness**") pursuant to a Credit Agreement, as amended, between Sprott (as Lender), Landdrill BC (as Borrower) and Landdrill NB, Landdrill International Inc., a company incorporated pursuant to the laws of Barbados ("**Landdrill Barbados**") and Landdrill International Mexico S.A. de C.V., a company incorporated pursuant to the laws of Mexico ("**Landdrill Mexico**") (as Guarantors) (the "**Sprott Credit Agreement**"), which Landdrill Sprott Indebtedness amounted to $2,858,431.63 (as at April 10, 2013) and which Landdrill Sprott Indebtedness was acquired from Sprott by Norrep on March 15, 2013;

(the "**Norrep Payment Amount**");

4. THIS COURT ORDERS that the GE Payment Amount shall be the all-inclusive amount paid to GE in full and final satisfaction of any and all claims by GE of any kind whatsoever in regard to:

a) the Landdrill GE Indebtedness;

b) the Landdrill Asset Sale Proceeds;

c) any other assets or shares of any one or more of the Applicants, including (without limitation) Landdrill NB, Landdrill BC, Landdrill Mongolia and LLC Landdrill International ("**Landdrill Russia**") (and the proceeds of such assets or shares); and

d) these CCAA proceedings (including any claims by GE for costs of any and all past, present and pending motions, applications or hearings within these CCAA proceedings).

5. THIS COURT ORDERS that, upon receipt by GE of the GE Payment Amount, GE shall thereupon have no further liability, obligation or responsibility for any of the costs and expenses of these CCAA proceedings, including (without limitation) for costs of any and all past, present and pending motions, applications or hearings within these CCAA proceedings, or for any of the professional fees and disbursements of the Monitor, legal counsel to the Monitor or legal counsel to the Applicants.

6. THIS COURT ORDERS that the Ally Payment Amount shall be the all-inclusive amount paid to Ally in full and final satisfaction of any and all claims by Ally of any kind whatsoever in regard to:

a) the Ally Conditional Sale Contracts;

b) the Landdrill Asset Sale Proceeds;

c) any other assets or shares of any one or more of the Applicants, including (without limitation) Landdrill NB, Landdrill BC, Landdrill Mongolia and Landdrill Russia (and the proceeds of such assets or shares); and

d) these CCAA proceedings (including any claims by Ally for costs of any and all past, present and pending motions, applications or hearings within these CCAA proceedings).

7. THIS COURT ORDERS that the De Lage Payment Amount shall be the all-inclusive amount paid to De Lage in full and final satisfaction of any and all claims by De Lage of any kind whatsoever in regard to:

a) the De Lage Lease;

b) the Landdrill Asset Sale Proceeds;

c) any other assets or shares of any one or more of the Applicants, including (without limitation) Landdrill NB, Landdrill BC, Landdrill Mongolia and Landdrill Russia (and the proceeds of such assets or shares); and

d) these CCAA proceedings (including any claims by De Lage for costs of any and all past, present and pending motions, applications or hearings within these CCAA proceedings).

8. THIS COURT ORDERS that the First Insurance Payment Amount shall be the all-inclusive amount paid to First Insurance in full and final satisfaction of any and all claims by First Insurance of any kind whatsoever in regard to:

a) the First Insurance PIC 1, First Insurance PIC 2, First Insurance PIC 3 and the First Insurance Motion;

b) the Landdrill Asset Sale Proceeds;

c) any other assets or shares of any one or more of the Applicants, including (without limitation) Landdrill NB, Landdrill BC, Landdrill Mongolia and Landdrill Russia (and the proceeds of such assets or shares); and

d) these CCAA proceedings (including any claims by First Insurance for costs of any and all past, present and pending motions, applications or hearings within these CCAA proceedings).

APPROVAL OF THE REPORTS AND ACTIVITIES OF THE MONITOR

9. THIS COURT ORDERS that the Pre-Filing Report of Ernst & Young Inc., in its capacity as the proposed monitor, dated August 31, 2012, the First Report of the Monitor dated September 26, 2012, the Second Report of the Monitor dated October 22, 2012, the Third Report of the Monitor dated October 31, 2012, the Fourth Report of the Monitor dated November 6, 2012 and the Confidential Supplement to the Fourth Report of the Monitor, the Fifth Report of the Monitor dated December 7, 2012, the Sixth Report of the Monitor dated February 7, 2013, the Seventh Report of the Monitor dated February 13, 2013, the Eighth Report of the Monitor dated March 5, 2013, the Ninth Report of the Monitor dated March 11,

2013, the Tenth Report of the Monitor dated April 3, 2013, the Eleventh Report of the Monitor dated April 17, 2013, the Twelfth Report of the Monitor dated April 24, 2013 and the Thirteenth Report of the Monitor dated May 29, 2013 (collectively, the "**Monitor's Reports**") and the activities of the Monitor described in the Monitor's Reports are hereby approved.

APPROVAL OF FEES AND DISBURSEMENTS OF THE MONITOR

10. THIS COURT ORDERS that the professional fees and disbursements of the Monitor for the period from August 31, 2012 to May 24, 2013, inclusive, and the Monitor's fees and disbursements to complete its remaining duties under this Order, all as more particularly described in the Hickey Affidavit and the Thirteenth Monitor's Report, are hereby approved.

11. THIS COURT ORDERS that the Monitor is authorized and directed to apply the Monitor's Unpaid Fees Amount and its existing retainer (in the amount of $100,000) in satisfaction of its unpaid fees and disbursements and the fees and disbursements required to complete its remaining duties under this Order, and shall pay any remaining amount to Norrep.

12. THIS COURT ORDERS that the professional fees and disbursements of Stikeman Elliott LLP, in its capacity as counsel to the Monitor, for the period from August 31, 2012 to May 24, 2013, inclusive, and Stikeman Elliott LLP's fees and disbursements to complete its remaining duties under this Order, all as more particularly described in the Taylor Affidavit and the Thirteenth Monitor's Report, are hereby approved.

13. THIS COURT ORDERS that Stikeman Elliott LLP is authorized and directed to apply the Monitor Counsel's Unpaid Fees Amount and its existing retainer (in the amount of $50,000) in satisfaction of its unpaid fees and disbursements and the fees and disbursements required to complete its remaining duties under this Order, and shall pay any remaining amount to Norrep.

14. THIS COURT ORDERS that Stewart McKelvey is authorized and directed to apply its existing retainer (in the amount of $100,000) in satisfaction of its unpaid fees and

disbursements and shall pay any remaining amount of such existing retainer to Norrep (save and except for the amount of $25,000 which may be retained by Stewart McKelvey as a retainer on account of future legal services which it may be asked to render for or on behalf of the Estate in Bankruptcy of Landdrill NB, the Estate in Bankruptcy of Landdrill BC and Landdrill Russia).

DISCHARGE OF THE MONITOR

15. THIS COURT ORDERS that Ernst & Young Inc. is hereby discharged as Monitor of the Applicants.

16. THIS COURT ORDERS that notwithstanding the immediate discharge of Ernst & Young Inc. as Monitor of the Applicants and the termination of these CCAA proceedings, the Monitor shall be deemed to have performed its obligations pursuant to this Order, including making the payments contemplated by this Order, in its capacity as Monitor.

17. THIS COURT ORDERS AND DECLARES that the Monitor has satisfied all of its obligations pursuant to the CCAA and these CCAA Proceedings and shall have no further obligations, liabilities, responsibilities or duties as Monitor, save and except as set forth in this Order.

18. THIS COURT ORDERS that, in addition to the protections in favour of the Monitor as set out in the Initial Order, in any other Order of this Court in these CCAA Proceedings or the CCAA, Ernst & Young Inc., whether in its capacity as Monitor or otherwise, and Stikeman Elliott LLP, and their respective affiliates and officers, directors, partners, employees and agents (collectively, the "**Released Parties**") are hereby released and discharged from any and all claims that any person may have or be entitled to assert against the Released Parties, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the date of this Order in any way relating to, arising out of or in respect of these CCAA Proceedings or this Order (collectively, the "**Released Claims**"), and any such Released Claims are hereby released, stayed, extinguished and forever barred and the Released Parties shall have no

liability in respect thereof, provided that the Released Claims shall not include any claim or liability arising out of any gross negligence or willful misconduct on the part of the Released Parties.

19. THIS COURT ORDERS that no action or other proceeding shall be commenced against Ernst & Young Inc. in any way arising from or related to its capacity or conduct as Monitor except with prior leave of this Court on at least seven days' prior written notice to Ernst & Young Inc. and upon further order securing, as security for costs, the full indemnity costs of the Monitor in connection with any proposed action or proceeding as the Court hearing the motion for leave to proceed may deem just and appropriate.

20. THIS COURT ORDERS that, notwithstanding any provision of this Order, nothing contained in this Order shall affect, vary, derogate from or amend any of the protections in favour of the Monitor at law or pursuant to the Initial Order.

TERMINATION OF COURT-ORDERED CHARGES

21. THIS COURT ORDERS that each of the Administrative Charge, the Directors' Charge and the DIP Lender's Charge are hereby terminated, discharged and vacated in their entirety and are of no further force or effect.

22. THIS COURT ORDERS that any Persons asserting any and all D&O Claims are forever barred from asserting or enforcing any and all such D&O Claims against the Directors and Officers and the Directors and Officers shall have not have any liability whatsoever in respect of any and all such D&O Claims and any and all such D&O Claims are extinguished.

TERMINATION OF CCAA PROCEEDINGS

23. THIS COURT ORDERS that the stay of proceedings against Landdrill NB and Landdrill BC provided for in paragraphs 13 and 14 of the Initial Order is hereby lifted for the purpose of permitting the Landdrill NB Bankruptcy Application and the Landdrill BC Bankruptcy Application to be heard and determined.

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24. THIS COURT ORDERS that these CCAA proceedings are hereby terminated and the stay of proceedings against the Applicants provided for in the Initial Order is hereby lifted and shall be of no further force or effect.

TRANSITION FROM CCAA PROCEEDINGS TO BANKRUPTCY

25. THIS COURT ORDERS that the trustee in bankruptcy of Landdrill NB may (but shall not be obligated to) assume the rights and obligations of the Monitor set out in the Order of this Court dated April 29, 2013 re Approval of Sale of Notre Dame Building (the "**Notre Dame Order**") and may file the Monitor's Certificate contemplated by paragraph 6 of the Notre Dame Order with the Court; provided that nothing herein shall affect or reduce the obligation of M. Sylvain Girard to complete the transaction contemplated by the Notre Dame Order.

26. THIS COURT ORDERS that the trustee in bankruptcy of Landdrill NB may (but shall not be obligated to) assume the rights and obligations of the Monitor set out in the Order of this Court dated February 15, 2013 re Approval of Mongolian Share Purchase Agreement (the "**Mongolian Share Order**") and may file the Monitor's Certificate contemplated by paragraph 6 of the Mongolian Share Order with the Court; provided that nothing herein shall affect or reduce the obligation of Bat-Erdene Batkhuyag to complete the transaction contemplated by the Mongolian Share Order.

27. THIS COURT ORDERS that the Monitor shall pay over to the trustee in bankruptcy of Landdrill NB the funds currently being held by the Monitor in connection with the Mongolian Share Purchase Agreement and the trustee in bankruptcy shall hold such funds pursuant to the Mongolian Share Purchase Agreement.

28. THIS COURT ORDERS that, based upon the reports provided to the Court by the Monitor, the security interest claimed by Norrep in all present and after-acquired personal property of Landdrill NB is valid and enforceable. Accordingly, the Trustee of the Estate in Bankruptcy of Landdrill NB shall be relieved of any further obligation under any provisions of the BIA (including, without limitation, section 13.4 of the BIA) and any directives of the Superintendent of Bankruptcy to obtain independent

legal opinions regarding the validity and enforceability of security interests claimed by secured creditors in the assets of Landdrill NB.

29. THIS COURT ORDERS that, based upon the reports provided to the Court by the Monitor, the security interest claimed by Norrep in all present and after-acquired personal property of Landdrill BC is valid and enforceable. Accordingly, the Trustee of the Estate in Bankruptcy of Landdrill BC shall be relieved of any further obligation under any provisions of the BIA (including, without limitation, section 13.4 of the BIA) and any directives of the Superintendent of Bankruptcy to obtain independent legal opinions regarding the validity and enforceability of security interests claimed by secured creditors in the assets of Landdrill BC.

30. THIS COURT ORDERS AND REQUESTS the aid and recognition (including assistance pursuant to Section 17 of the CCAA) of any court or any judicial, regulatory or administrative body in any province or territory of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province or territory and of any other nation or state to act in aid of and to be complementary to this Court in carrying out the terms of and giving effect to this Order.

Dated at Moncton, New Brunswick this 30th day of May, 2013.

J.C.Q.B.N.B

THIS ORDER consented to this _____ day of May, 2013.

MacPHERSON LESLIE & TYERMAN LLP
Per: ______________________________
Jeffrey M. Lee, Q.C., counsel for Norrep Credit Opportunities Fund, LP and Crown Capital Partners Inc.

COURT OF QUEEN'S BENCH NEW BRUNSWICK · COUR DU BANC DE LA REINE NOUVEAU-BRUNSWICK

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THIS ORDER consented to this _____ day of May, 2013.

MILLER THOMSON LLP

Per: ________________________________
Alissa Mitchell, counsel for GE Canada Equipment Financing G.P. et al.

THIS ORDER consented to this _____ day of May, 2013.

STEWART McKELVEY

Per: ________________________________
Stephen J. Hutchison, counsel for Landdrill International Inc., Landdrill International Ltd., Landdrill Atlantic Ltd., Landdrill Contract Mining Ltd., Landdrill International Mexico S.A. de C.V., Landdrill International LLC and Landdrill International Inc.

THIS ORDER consented to this _____ day of May, 2013.

STIKEMAN ELLIOTT LLP

Per: ________________________________
Ashley John Taylor, counsel for Ernst & Young Inc., Court-Appointed Monitor of the Applicants

THIS ORDER consented to this _____ day of May, 2013.

McLEAN & KERR LLP

Per: ________________________________
Gus Camelino, counsel for First Insurance Funding of Canada Inc.