

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 AND

ARRANGEMENT INVOLVING METCALFE & MANSFIELD ALTERNATIVE INVESTMENTS II CORP., METCALFE & MANSFIELD ALTERNATIVE INVESTMENTS  
III CORP., METCALFE & MANSFIELD ALTERNATIVE INVESTMENTS V CORP., METCALFE & MANSFIELD ALTERNATIVE INVESTMENTS XI CORP.,  
METCALFE & MANSFIELD ALTERNATIVE INVESTMENTS XII CORP., 4446372 CANADA INC. AND 6932819 CANADA INC.,  
TRUSTEES OF THE CONDUITS LISTED IN SCHEDULE "A" HERETO

B E T W E E N:

THE INVESTORS REPRESENTED ON THE PAN-CANADIAN INVESTORS COMMITTEE FOR THIRD-PARTY STRUCTURED ASSET-BACKED COMMERCIAL  
PAPER LISTED IN SCHEDULE "B" HERETO

Applicants

- and -

METCALFE & MANSFIELD ALTERNATIVE INVESTMENTS II CORP.,  
METCALFE & MANSFIELD ALTERNATIVE INVESTMENTS III CORP.,  
METCALFE & MANSFIELD ALTERNATIVE INVESTMENTS V CORP.,  
METCALFE & MANSFIELD ALTERNATIVE INVESTMENTS XI CORP.,  
METCALFE & MANSFIELD ALTERNATIVE INVESTMENTS XII CORP.,  
4446372 CANADA INC. AND 6932819 CANADA INC.,  
TRUSTEES OF THE CONDUITS LISTED IN SCHEDULE "A" HERETO

Respondents

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**Summary of Alleged Claims**

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CLAIMANT(S)	ALLEGED DEFENDANTS	ALLEGED CAUSE(S) OF ACTION	DAMAGES SOUGHT AND/OR QUANTUM OF INVESTMENT	RESPONSE OF ALLEGED DEFENDANTS (IF ANY)
127.0.0.1 Holdings Ltd.	Dealer 1	Breach of contract; Breach of fiduciary duty; Breach of statutory duty; and Negligence	<b>Damages Sought:</b> a) Loss of its principal investment of \$3,287,156.23 b) Punitive, aggravated and exemplary damages c) Such further and other damages as will be proved at trial	N/A
Aéroports de Montreal Aéroports de Montreal Capital Inc.	Bank 1; and Dealer 2	Failure to act as a prudent and diligent dealer and advisor; Misrepresentation; Negligence; Failure to disclose; and Acting in conflict of interest and in bad faith	<b>Damages Sought:</b> a) \$58,500,000 plus legal interest and additional indemnity provided for in the <i>Civil Code of Quebec</i> from August 13, 2007 (\$3,760,106), less any value derived from any replacement notes b) Claimant estimates, as of today and subject to further analysis, that it may receive approximately on average 60% of the face value for its replacement notes and therefore probable claim being in the approximate amount of \$27,160,106	N/A
Agence Metropolitaine de Transport (AMT)	Bank 1; Dealer 2; and Bank 2, in its capacity as liquidity provider	Failure to act as a prudent and diligent dealer and advisor; Misrepresentation; Negligence; Failure to disclose; and	<b>Damages Sought:</b> a) \$44,500,000 plus legal interest and additional indemnity provided for in the <i>Civil Code of Quebec</i> from August 13, 2007 (\$2,874,821.93 as at May 1, 2008), less any value derived from any replacement notes b) Claimant estimates, as of today and subject to	N/A

CLAIMANT(S)	ALLEGED DEFENDANTS	ALLEGED CAUSE(S) OF ACTION	DAMAGES SOUGHT AND/OR QUANTUM OF INVESTMENT	RESPONSE OF ALLEGED DEFENDANTS (IF ANY)
		Acting in conflict of interest and in bad faith	further analysis, that it may receive approximately on average 60% of the face value for its replacement notes for all of its ABCP Holdings; and therefore probable claim being in the approximate amount of \$22,174,821.93	
Air Transat A.T. Inc. Transat Tours Canada Inc.	Bank 1; and Dealer 2	Failure to act as a prudent and diligent dealer and advisor; Misrepresentation; Negligence; Failure to disclose; and Acting in conflict of interest and in bad faith	<b>Damages Sought:</b> a) \$143,501,000 plus legal interest and additional indemnity provided for in the <i>Civil Code of Quebec</i> from August 13, 2007 (\$9,223,572), less any value derived from any replacement notes b) Claimant estimates, as of today and subject to further analysis, that it may receive approximately on average 60% of the face value for its replacement notes and therefore probable claim being in the approximate amount of \$66,623,972	N/A
Claimant 1	Dealer 3	Intentional misrepresentation; Negligent misrepresentation; Negligence; and/or Breach of contract	<b>Damages Sought:</b> a) General damages of US\$67,450,000, including accrued and unpaid interest; b) Consequential damages of \$5,000,000, c) Punitive and exemplary damages in the amount of \$5,000,000 d) In the alternative to (a) and (b):	<b>Position of Canadian Banks as Selling Agents:</b> a) Sellers mere order takers, not providing advice to the purchaser (no advisory role) and not having discretion to act without the purchaser's express

CLAIMANT(S)	ALLEGED DEFENDANTS	ALLEGED CAUSE(S) OF ACTION	DAMAGES SOUGHT AND/OR QUANTUM OF INVESTMENT	RESPONSE OF ALLEGED DEFENDANTS (IF ANY)
			<p>a. rescission of the contracts for the sale of US\$65,461,320.50 of ABCP, and</p> <p>b. consequential damages in the amount of \$5,000,000</p>	<p>instructions</p> <p>b) Moving parties are institutional investors who are typically repeat buyers in the market, and many sales are initiated by purchaser and not solicited by selling agent</p> <p>c) Information regarding conduit was available from sources independent of selling agent</p> <p>d) Selling agent had no discretionary authority to trade on purchaser's behalf without the purchaser's express instructions</p> <p>e) No basis for claims with respect to quality of investment and no basis for claim of negligent</p>

CLAIMANT(S)	ALLEGED DEFENDANTS	ALLEGED CAUSE(S) OF ACTION	DAMAGES SOUGHT AND/OR QUANTUM OF INVESTMENT	RESPONSE OF ALLEGED DEFENDANTS (IF ANY)
				<p>misrepresentation (since non-advisory role);</p> <p>f) No fiduciary duty is owed given non-advisory role and lack of discretionary authority</p>
Claimant 2	Bank 1; Dealer 2; and Bank 2, in its capacity as liquidity provider	<p>Failure to act as a prudent and diligent dealer and advisor;</p> <p>Misrepresentation;</p> <p>Negligence;</p> <p>Failure to disclose; and</p> <p>Acting in conflict of interest and in bad faith</p>	<p><b>Damages Sought:</b></p> <p>a) \$52,149,485.75 plus legal interest and additional indemnity provided for in the <i>Civil Code of Quebec</i> from August 13, 2007 (\$3,368,999.66 as at May 1, 2008), less any value derived from any replacement notes</p> <p>b) Claimant estimates, as of today and subject to further analysis, that it may receive approximately on average 60% of the face value for its replacement notes for all of its ABCP Holdings; and therefore probable claim being in the approximate amount of \$29,181,557.46</p>	N/A
Cinar Corporation Cinar Productions (2004) Inc. Cookie Jar Animation	Andre Perron; Paquette & Accociés; Huissiers en Justice; S.E.N.C. and the partners	Bailiff was required by law to deposit the proceeds in a general trust account opened with a financial institution authorized to receive deposits, and prohibited from withdrawing the proceeds from its general	<b>Damages Sought:</b> Claim against Bailiff with respect to fulfilling its obligation to disburse proceeds of sale Bailiff received from judicial sale	Defendants claim that as Noteholder, it is one of Released Parties and thus are entitled to benefit of

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Inc. ADR Capital Inc.	thereof (collectively, the "Baillif"), court-appointed bailiffs acting on the sale of a debtor's properties pursuant to Order of Quebec Superior Court	trust account unless it was to distribute the proceeds pursuant to schemes of collection or to transfer same to a special trust account Proceeds of judicial sale were removed from Baillif's general trust account and invested in ABCP at Dealer 2		Release
Domtar Inc., in its capacity as Administrator for certain retirement pension plans	Bank 2; and Dealer 3	Failure to act as a prudent and diligent dealer and advisor; Misrepresentation; Negligence; Failure to disclose; and Acting in conflict of interest	<b>Damages Sought:</b> a) \$27,865,000 plus legal interest and additional indemnity provided for in the <i>Civil Code of Quebec</i> from August 13, 2007 (\$1,793,281), less any value derived from any replacement notes b) Claimant estimates, as of today and subject to further analysis, that taking into account the estimated value of the replacement notes, their claim would be in the approximate amount of \$18,267,933	See above position of Canadian Banks as Selling Agents
Domtar Inc., in its capacity as Administrator for certain retirement pension plans	Bank 1; and Dealer 2	Failure to act as a prudent and diligent dealer and advisor; Misrepresentation; Negligence; Failure to disclose; and Acting in conflict of interest and bad faith	<b>Damages Sought:</b> a) \$352,644,706 plus legal interest and additional indemnity provided for in the <i>Civil Code of Quebec</i> from August 13, 2007 (\$22,663,478), less any value derived from any replacement notes b) Claimant estimates, as of today and subject to further analysis, that taking into account the	N/A

CLAIMANT(S)	ALLEGED DEFENDANTS	ALLEGED CAUSE(S) OF ACTION	DAMAGES SOUGHT AND/OR QUANTUM OF INVESTMENT	RESPONSE OF ALLEGED DEFENDANTS (IF ANY)
Domtar Inc., in its capacity as Administrator for certain retirement pension plans	Bank 3; and Dealer 4	Failure to act as a prudent and diligent dealer and advisor; Misrepresentation; Negligence; Failure to disclose; and Acting in conflict of interest	estimated value of the replacement notes, their claim would be in the approximate amount of \$170,633,483	
Claimant 3	Bank 1 and its affiliates/subsidiaries; and Dealer 2, among others	Principal causes of action include: Breach of contract; Breach of fiduciary duty; and Misrepresentation	<p><b>Damages Sought:</b></p> <p>a) \$8,000,000 plus legal interest and additional indemnity provided for in the <i>Civil Code of Quebec</i> from August 13, 2007 (\$514,204), less any value derived from any replacement notes issued</p> <p>b) Claimant estimates, as of today and subject to further analysis, that taking into account the estimated value of the replacement notes, their claim would be in the approximate amount of \$4,171,004</p> <p><b>Damages Sought:</b></p> <p>a) Precise quantum of damages not yet known, although anticipated that the ABCP has lost approximately 40–45% of its market value</p> <p><b>Quantum of Investment:</b> Claimant holds approximately \$170,000,000 purchased from May to July 2007</p>	See above position of Canadian Banks as Selling Agents
				N/A

CLAIMANT(S)	ALLEGED DEFENDANTS	ALLEGED CAUSE(S) OF ACTION	DAMAGES SOUGHT AND/OR QUANTUM OF INVESTMENT	RESPONSE OF ALLEGED DEFENDANTS (IF ANY)
Giro Inc.	Bank 1	<p>Failure to act as a prudent and diligent dealer and advisor;</p> <p>Misrepresentation; Negligence;</p> <p>Failure to disclose; and</p> <p>Acting in conflict of interest and in bad faith</p>	<p><b>Damages Sought:</b></p> <p>a) \$7,800,000 plus legal interest and additional indemnity provided for in the <i>Civil Code of Quebec</i> from August 13, 2007 (\$501,347.50), less any value derived from any replacement notes issued</p> <p>b) Claimant estimates, as of today and subject to further analysis, that it may receive approximately on average 60% of the face value for its replacement notes and therefore probable claim being in the approximate amount of \$3,821,347.50</p>	N/A

CLAIMANT(S)	ALLEGED DEFENDANTS	ALLEGED CAUSE(S) OF ACTION	DAMAGES SOUGHT AND/OR QUANTUM OF INVESTMENT	RESPONSE OF ALLEGED DEFENDANTS (IF ANY)
Claimant 4	Dealer 3	<p>Negligence; Breach of fiduciary duty; Fraudulent concealment; Violation of Section 10(b) of the Securities Exchange Act of 1934 and SEC Rule 10b-5; Violation of Section 12(a)(s) of the Securities Act of 1933; and Violation of the Illinois Securities Law of 1953</p>	<p><b>Damages Sought:</b> a) damages in an amount to be determined at trial in excess of \$75,000 excluding interest and costs; and b) any other relief, including the costs of bringing the suit and attorneys' fees. Additionally, seeking in the alternative to (a) on issues relating to Securities Exchange Act and the Illinois Securities Law, rescission of, and in relation to the Securities Act, consideration for, certain purchases of Ironstone Trust notes and/or Planet Trust notes in an amount equal to the full purchase price of each sale (totaling \$48,200,000), together with interest from the date of sale to the date of repayment at the rate stipulated in the security.</p>	N/A
Hy Bloom Inc. Cardacian Mortgage Services, Inc.	Bank 1	<p>Failure to act as a prudent and diligent banker; Misrepresentation; Negligence; Fraud; Failure to disclose; and Acting in conflict of interest and in bad faith</p>	<p><b>Damages Sought:</b> a) \$12,258,267.18, plus legal interest and additional indemnity provided for in <i>Civil Code of Quebec</i> (\$238,327.90) for refund and repayment of the purchase prices in cancellation of sale b) In the alternative, \$12,496,595.08 less the replacement notes' value issued according to the proposed Plan (if Superior Court of Quebec determines that Defendant was not acting as</p>	N/A

CLAIMANT(S)	ALLEGED DEFENDANTS	ALLEGED CAUSE(S) OF ACTION	DAMAGES SOUGHT AND/OR QUANTUM OF INVESTMENT	RESPONSE OF ALLEGED DEFENDANTS (IF ANY)
Claimant 5	Bank 1; Dealer 2; and Bank 2, in its capacity as liquidity provider	Failure to act as a prudent and diligent dealer and advisor; Misrepresentation; Negligence; Failure to disclose; and Acting in conflict of interest and in bad faith	principal in underlying transactions of sale)  <b>Damages Sought:</b> a) Claim is for CDN\$4,500,000 and US\$9,800,000 plus legal interest and additional indemnity provided for in the <i>Civil Code of Quebec</i> from August 13, 2007 (CDN\$289,238.94 and US\$629,898.14), less any value derived from any replacement notes b) Claimant estimates, as of today and subject to further analysis, that it may receive approximately on average 60% of the face value for its replacement notes and therefore probable claim being in the approximate amount of CDN\$2,089,238.94 and US\$9,449,898	N/A
Ivanhoe Mines Ltd.	Bank 4; Bank 5; and their employees or agents involved in the sale of ABCP	Breach of fiduciary duty; Breach of a duty to warn; Breach of warranty; Negligence, Negligent misrepresentation; and Potential fraud	<b>Damages Sought:</b> Damages for loss of its capital asset as well as additional interest costs and potential lost opportunity costs (since the dealers allegedly knew that the investments had to be short-term). Assuming that there is or will be some present value in the commercial paper held by Ivanhoe, it is not yet possible to determine the ultimate quantum of claims <b>Quantum of Investment:</b> Defendants sold approximately \$70,000,000 of ABCP between July 13 and August 7, 2007	See above position of Canadian Banks as Selling Agents

CLAIMANT(S)	ALLEGED DEFENDANTS	ALLEGED CAUSE(S) OF ACTION	DAMAGES SOUGHT AND/OR QUANTUM OF INVESTMENT	RESPONSE OF ALLEGED DEFENDANTS (IF ANY)
Jura Energy Corporation	Bank 5 and its employees or agents	Negligence; Negligent misrepresentation; Breach of fiduciary duty; Breach of duty to warn; and Breach of warranty	<p><b>Damages Sought:</b></p> <p>a) Claim for damages include whatever shortfall arises on the \$15,000,000 it has invested, together with interest and costs; and</p> <p>b) Incurring opportunity costs as a result of being unable to access its capital for 9 months</p> <p><b>Quantum of Investments:</b> Acquired \$15,000,000 of ABCP in June 2007</p>	N/A
Labopharm Inc.	Bank 1; and Dealer 2	Failure to act as a prudent and diligent dealer and advisor; Misrepresentation; Negligence; Failure to disclose; and Acting in conflict of interest and in bad faith	<p><b>Damages Sought:</b></p> <p>a) \$5,751,070 plus legal interest and additional indemnity provided for in the <i>Civil Code of Quebec</i> from August 13, 2007 (\$369,651.86), less any value derived from any replacement notes</p> <p>b) Claimant estimates, as of today and subject to further analysis, that it may receive approximately on average 60% of the face value for its replacement notes and therefore probable claim being in the approximate amount of \$2,670,079.86</p>	N/A
Claimant 6	Bank 1; Dealer 2; and Bank 2, in its capacity as	Failure to act as a prudent and diligent dealer and advisor; Misrepresentation;	<p><b>Damages Sought:</b></p> <p>a) Claim is for \$7,431,900 plus legal interest and additional indemnity provided for in the <i>Civil Code of Quebec</i> from August 13, 2007</p>	N/A

CLAIMANT(S)	ALLEGED DEFENDANTS	ALLEGED CAUSE(S) OF ACTION	DAMAGES SOUGHT AND/OR QUANTUM OF INVESTMENT	RESPONSE OF ALLEGED DEFENDANTS (IF ANY)
	liquidity provider	Negligence; Failure to disclose; and Acting in conflict of interest and in bad faith	(\$480,121.10 as at May 1, 2008), less any value derived from any replacement notes b) Claimant estimates, as of today and subject to further analysis, that it may receive approximately 60% of the face value for certain of its replacement notes and 10% of the face value on certain other notes, and therefore probable claim being in the approximate amount of \$4,212,021.10	
Claimant 7	Bank 1; Dealer 2; and Bank 2, in its capacity as liquidity provider	Failure to act as a prudent and diligent dealer and advisor; Misrepresentation; Negligence; Failure to disclose; and Acting in conflict of interest and in bad faith	<b>Damages Sought:</b> a) Claim is for CDN\$2,400,000 and US\$3,000,000 plus legal interest and additional indemnity provided for in the <i>Civil Code of Quebec</i> from August 13, 2007 (CDN\$154,260.77 and US\$192,825.96), less any value derived from any replacement notes b) Claimant estimates, as of today and subject to further analysis, that it may receive approximately on average 60% of the face value for its replacement notes and therefore probable claim being in the approximate amount of CDN\$1,114,260.77 and US\$3,392,825.96	N/A

CLAIMANT(S)	ALLEGED DEFENDANTS	ALLEGED CAUSE(S) OF ACTION	DAMAGES SOUGHT AND/OR QUANTUM OF INVESTMENT	RESPONSE OF ALLEGED DEFENDANTS (IF ANY)
Claimant 8	Bank 1; and Dealer 2	Failure to act as a prudent and diligent dealer and advisor; Misrepresentation; Negligence; Failure to disclose; and Acting in conflict of interest and in bad faith	<b>Damages Sought:</b> a) Claim is for \$2,200,000 plus legal interest and additional indemnity provided for in the <i>Civil Code of Quebec</i> from August 13, 2007 (\$141,405.70), less any value derived from any replacement notes b) Claimant estimates, as of today and subject to further analysis, that it may receive approximately on average 60% of the face value for its replacement notes and therefore probable claim being in the approximate amount of \$1,021,405.70	N/A
Pomerleau Inc. Pomerleau Ontario Inc.	Bank 1; Dealer 2; and Bank 2, in its capacity as liquidity provider	Failure to act as a prudent and diligent dealer and advisor; Misrepresentation; Negligence; Failure to disclose; and Acting in conflict of interest and in bad faith	<b>Damages Sought:</b> a) \$26,500,000 plus legal interest and additional indemnity provided for in the <i>Civil Code of Quebec</i> from August 13, 2007 (\$1,703,295.97), less any value derived from any replacement notes b) Claimant estimates, as of today and subject to further analysis, that it may receive approximately on average 60% of the face value for its replacement notes and therefore probable claim being in the approximate amount of \$23,053,295.97	N/A

CLAIMANT(S)	ALLEGED DEFENDANTS	ALLEGED CAUSE(S) OF ACTION	DAMAGES SOUGHT AND/OR QUANTUM OF INVESTMENT	RESPONSE OF ALLEGED DEFENDANTS (IF ANY)
Redcorp Ventures Ltd.	Bank 5 and its employees or agents	Negligence; Negligent misrepresentation; Breach of fiduciary duty; Breach of duty to warn; and Breach of warranty	<p><b>Damages Sought:</b></p> <p>a) Claim for damages include whatever shortfall arises on the \$91,449,000 to maturity that it has invested, together with interest and costs; and</p> <p>b) Incurring opportunity costs as a result of being unable to access its capital for 9 months</p> <p><b>Quantum of Investments:</b> Acquired \$91,400,000 of ABCP in July 2007</p>	N/A
Services hypothecaires La Patrimoniale inc.	Bank 1; and Dealer 2	Failure to act as a prudent and diligent dealer and advisor; Misrepresentation; Negligence; Failure to disclose; and Acting in conflict of interest and in bad faith	<p><b>Damages Sought:</b></p> <p>a) Claim is for CDN\$2,461,858.26 and US\$2,305,989.53 plus legal interest and additional indemnity provided for in the <i>Civil Code of Quebec</i> from August 13, 2007 (CDN\$158,236.73 and US\$148,218.21), less any value derived from any replacement notes</p> <p>b) Claimant estimates, as of today and subject to further analysis, that it may receive approximately 60% of the face value for its replacement notes and therefore probable claim being in the approximate amount of CDN\$1,142,980 and US\$1,070,614</p>	N/A

CLAIMANT(S)	ALLEGED DEFENDANTS	ALLEGED CAUSE(S) OF ACTION	DAMAGES SOUGHT AND/OR QUANTUM OF INVESTMENT	RESPONSE OF ALLEGED DEFENDANTS (IF ANY)
Claimant 9	Bank 1; Dealer 2; and Bank 2, in its capacity as liquidity provider	Failure to act as a prudent and diligent dealer and advisor; Misrepresentation; Negligence; Failure to disclose; and Acting in conflict of interest and in bad faith	<b>Damages Sought:</b> a) CDN\$5,278,000 and US\$40,654,000 plus legal interest and additional indemnity provided for in the <i>Civil Code of Quebec</i> from August 13, 2007 (CDN\$5,481,270 and US\$2,613,048)	N/A
Tecsys inc.	Bank 1; Dealer 2; and Bank 2, in its capacity as liquidity provider	Failure to act as a prudent and diligent dealer and advisor; Misrepresentation; Negligence; Failure to disclose; and Acting in conflict of interest and in bad faith	<b>Damages Sought:</b> a) Claim is for CDN\$4,683,649 and US\$399,296 plus legal interest and additional indemnity provided for in the <i>Civil Code of Quebec</i> from August 13, 2007 (CDN\$301,043.05 and US\$25,664.87), less any value derived from any replacement notes b) Claimant estimates, as of today and subject to further analysis, that it may receive approximately 60% of the face value for certain of its replacement notes, and 10% of the face value for certain other notes, and therefore probable claim being in the approximate amount of CDN\$2,174,502.60 and US\$235,355.57	N/A
Claimant 10	Bank 3; Dealer 4;	Breach of duty of care owed by a banker to its customer in that banker should have ensured that customer did not purchase this	<b>Damages Sought:</b> liable for losses plus interest and costs	See above position of Canadian Banks as Selling Agents

CLAIMANT(S)	ALLEGED DEFENDANTS	ALLEGED CAUSE(S) OF ACTION	DAMAGES SOUGHT AND/OR QUANTUM OF INVESTMENT	RESPONSE OF ALLEGED DEFENDANTS (IF ANY)
	Dealer 5 and related and affiliated corporations	<p>product;</p> <p>Breach of fiduciary duty an investment advisor owes its customer in that customer should never have purchased this product;</p> <p>Breach of the know your client statutory duty an investment advisor owes to its customer in that customer should never have purchased this product;</p> <p>Breach of the statutory duty of suitability that an investment advisor owes its customer in that customer should never have purchased this product; and</p> <p>Breach of the fiduciary duty an investment advisor owes its customer in that advisor knew of the upcoming liquidity crisis and failed to warn customer to sell its notes when other customers were warned by investment advisor that they ought to sell their notes</p>	<p><b>Quantum of Investments:</b> \$17,000,094</p>	
The Jean Coutu Group (PIC) Inc.	Bank 1; and Dealer 2	<p>Failure to act as a prudent and diligent dealer and advisor;</p> <p>Misrepresentation;</p> <p>Negligence;</p> <p>Failure to disclose; and</p>	<p><b>Damages Sought:</b></p> <p>a) Claim is for CDN\$34,288,000 and US\$1,300,000 plus legal interest and additional indemnity provided for in the <i>Civil Code of Quebec</i> from August 13, 2007 (CDN\$2,203,872.17 and US\$83,557.92), less any value derived from any</p>	N/A

CLAIMANT(S)	ALLEGED DEFENDANTS	ALLEGED CAUSE(S) OF ACTION	DAMAGES SOUGHT AND/OR QUANTUM OF INVESTMENT	RESPONSE OF ALLEGED DEFENDANTS (IF ANY)
Travelers Transportation Services Inc.	Bank 1	Acting in conflict of interest and in bad faith	<p>replacement notes</p> <p>b) Claimant estimates, as of today and subject to further analysis, that it may receive approximately on average 60% of the face value for its replacement notes and therefore probable claim being in the approximate amount of CDN\$15,919,072 and US\$603,557.90</p>	
Travelers Transportation Services Inc.	Bank 1	Negligence; Breach of fiduciary duty; and Misrepresentation	<p><b>Damages Sought:</b> \$1,999,890 plus accrued interest and costs starting July 17, 2007 less the replacement notes' value issued according to the proposed Plan</p> <p><b>Quantum of Investments:</b> Defendant sold \$1,999,890 of ABCP between July 17 and July 31, 2007</p>	N/A
Claimant 11	Bank 1; and Dealer 2	Failure to act as a prudent and diligent dealer and advisor; Misrepresentation; Negligence; Failure to disclose; and Acting in conflict of interest and in bad faith	<p><b>Damages Sought:</b></p> <p>a) \$10,993,050 plus legal interest and additional indemnity provided for in the <i>Civil Code of Quebec</i> from August 13, 2007 (\$710,181.16 as at May 1, 2008), less any value derived from any replacement notes</p> <p>b) Claimant estimates, as of today and subject to further analysis, that it may receive approximately on average 60% of the face value for its replacement notes and therefore probable claim being in the approximate amount of</p>	N/A

CLAIMANT(S)	ALLEGED DEFENDANTS	ALLEGED CAUSE(S) OF ACTION	DAMAGES SOUGHT AND/OR QUANTUM OF INVESTMENT	RESPONSE OF ALLEGED DEFENDANTS (IF ANY)
Vêtements de sport RGR inc. 131519 Canada Inc.	Bank 1; and Dealer 2	Failure to act as a prudent and diligent dealer and advisor; Misrepresentation; Negligence; Failure to disclose; and Acting in conflict of interest and in bad faith	\$5,107,401.16  <b>Damages Sought:</b> a) Claim is for \$7,000,000 plus legal interest and additional indemnity provided for in the <i>Civil Code of Quebec</i> from August 13, 2007 (\$449,927.24), less any value derived from any replacement notes b) Claimant estimates, as of today and subject to further analysis, that it may receive approximately 60% of the face value for its replacement notes and therefore probable claim being in the approximate amount of \$3,249,927.24	N/A
Claimant 12	Bank 1; and Dealer 2	Failure to act as a prudent and diligent dealer and advisor; Misrepresentation; Negligence; Failure to disclose; and Acting in conflict of interest and in bad faith	<b>Damages Sought:</b> a) Claim is for \$2,000,000 plus legal interest and additional indemnity provided for in the <i>Civil Code of Quebec</i> from August 13, 2007 (\$128,550.563), less any value derived from any replacement notes b) Claimant estimates, as of today and subject to further analysis, that it may receive approximately 40% of the face value for its replacement notes and therefore probable claim being in the approximate amount of	N/A

CLAIMANT(S)	ALLEGED DEFENDANTS	ALLEGED CAUSE(S) OF ACTION	DAMAGES SOUGHT AND/OR QUANTUM OF INVESTMENT	RESPONSE OF ALLEGED DEFENDANTS (IF ANY)
WebTech Wireless Inc.	Dealer 1 and its employees and agents/brokers	Negligence; Misrepresentation; Breach of warranty; Breach of fiduciary duty; and Unjust enrichment	\$1,328,550.60  <b>Damages Sought:</b> a) \$6,140,000 (being the value of the notes as at February 29, 2008) plus accrued interest and costs (less the value of any replacement notes issued), as well as unquantified damages for post-August 15, 2007 misrepresentations b) Estimates that extent of its short term loss on the value of the notes may be as much as \$2,500,000 <b>Quantum of Investments:</b> Purchased notes for \$6,000,000 on July 27, 2007	N/A
Wynn Capital Corporation Inc.	Dealer 1 and its employees or agents/brokers	Misrepresentation; Breach of warranty; Breach of fiduciary duty; Negligence; and Unjust enrichment	<b>Damages Sought:</b> \$3,406,978 plus accrued interest after February 29, 2008 and costs (less the value of any replacement notes issued), as well as unquantified damages, including loss of opportunity <b>Quantum of Investments:</b> Purchased notes between May and August 2007 that, with accrued interest, the value was \$3,406,978 at February 29, 2008	N/A
Xceed Mortgage Corporation	Trust 1	Breach of contract; Unjust enrichment; Gross negligence; Wilful misconduct; and	<b>Damages Sought:</b> a) Issue of quantum payable as damages remains to be determined before trial b) Seeking damages of \$400,000 for breach of	N/A

CLAIMANT(S)	ALLEGED DEFENDANTS	ALLEGED CAUSE(S) OF ACTION	DAMAGES SOUGHT AND/OR QUANTUM OF INVESTMENT	RESPONSE OF ALLEGED DEFENDANTS (IF ANY)
		<p>Conspiracy</p> <p>Claim that a total of \$36,736,000 of the QSPE-XCD Trust funds were improperly invested</p>	<p>contract and unjust enrichment</p> <p>c) Seeking aggravated, exemplary and punitive damages in the amount of \$100,000</p>	
<p><i>Members of Ad Hoc Committee of Holders of Non-Bank Sponsored ABCP</i></p>	<p>Detailed Below</p>	<p>Breach of fiduciary duty; Breach of duty to warn; Negligence; Negligent misstatement or misrepresentation; Breach of warranty; and/or Unjust enrichment, among others. To the extent that any defendants actually knew but failed to disclose certain information to Noteholders, or to the extent that additional facts exist which are, as yet, unknown to members of the Ad Hoc Committee, the claims of the Noteholders may be founded on additional causes of action, which claims may include claims based upon allegations of fraud, willful misconduct, deceit or gross negligence</p>	<p><b>Damages Sought:</b> Damages relating to incurred losses from the deteriorated value of the ABCP, as well as related costs (including professional costs) and lost opportunity costs that they cannot currently estimate</p>	<p>Detailed below</p>

CLAIMANT(S)	ALLEGED DEFENDANTS	ALLEGED CAUSE(S) OF ACTION	DAMAGES SOUGHT AND/OR QUANTUM OF INVESTMENT	RESPONSE OF ALLEGED DEFENDANTS (IF ANY)
Noteholder #1	Bank 6	<i>Ibid.</i>	<b>Quantum of Investments:</b> Holdings between \$150,000,000 and \$250,000,000	N/A
Noteholder #4	Dealer 2	<i>Ibid.</i>	<b>Quantum of Investments:</b> Holdings between \$150,000,000 and \$250,000,000	N/A
Noteholder #5	Dealer 6; and Bank 5	<i>Ibid.</i>	<b>Quantum of Investments:</b> Holdings of approximately \$10,000,000	N/A
Noteholder #6	Dealer 4; Liquidity Providers; and Released Party 1	<i>Ibid.</i>	<b>Quantum of Investment:</b> Holdings between \$20,000,000 and \$50,000,000	See above position of Canadian Banks as Selling Agents
Noteholder #7	Bank 1; and Potential ABCP market participants	<i>Ibid.</i>	<b>Quantum of Investment:</b> Holdings between \$50,000,000 and \$100,000,000	N/A
Noteholder #8	Bank 5	<i>Ibid.</i>	<b>Quantum of Investment:</b> Holdings between \$10,000,000 and \$20,000,000	N/A
Noteholder #9	Bank 2; Dealer 7; Dealer 4; and Potential ABCP market participants	<i>Ibid.</i>	<b>Quantum of Investments:</b> Holdings between \$150,000,000 and \$250,000,000	See above position of Canadian Banks as Selling Agents

CLAIMANT(S)	ALLEGED DEFENDANTS	ALLEGED CAUSE(S) OF ACTION	DAMAGES SOUGHT AND/OR QUANTUM OF INVESTMENT	RESPONSE OF ALLEGED DEFENDANTS (IF ANY)
Noteholder #12	Bank 1; and Potential ABCP market participants	<i>Ibid.</i>	<b>Quantum of Investment:</b> Holdings between \$100,000,000 and \$150,000,000	N/A
Noteholder #14	Bank 1; Released Party 1; and Bank 6	<i>Ibid.</i>	<b>Quantum of Investment:</b> Holdings between \$20,000,000 and \$50,000,000	N/A
Noteholder #17	Dealer 4	<i>Ibid.</i>	<b>Quantum of Investment:</b> Holdings between \$20,000,000 and \$50,000,000	See above position of Canadian Banks as Selling Agents
Noteholder #18	Dealer 2; and Potential ABCP market participants	<i>Ibid.</i>	<b>Quantum of Investment:</b> Holdings between \$50,000,000 and \$100,000,000	
Noteholder #19	Dealer 6; and Bank 5	<i>Ibid.</i>	<b>Quantum of Investment:</b> Holdings between \$20,000,000 and \$50,000,000	N/A
Noteholder #22	Bank 5	<i>Ibid.</i>	<b>Quantum of Investment:</b> Holdings under \$10,000,000	N/A
Noteholder #23	Dealer 4	<i>Ibid.</i>	<b>Quantum of Investment:</b> Holdings between \$50,000,000 and \$100,000,000	See above position of Canadian Banks as Selling Agents

CLAIMANT(S)	ALLEGED DEFENDANTS	ALLEGED CAUSE(S) OF ACTION	DAMAGES SOUGHT AND/OR QUANTUM OF INVESTMENT	RESPONSE OF ALLEGED DEFENDANTS (IF ANY)
Noteholder #24	Bank 5	<i>Ibid.</i>	<b>Quantum of Investment:</b> Holdings between \$50,000,000 and \$100,000,000	N/A
Noteholder #25	Dealer 2; Dealer 10; Dealer 11; Dealer 4; and Released Party 1	<i>Ibid.</i>	<b>Quantum of Investment:</b> Holdings between \$20,000,000 and \$50,000,000	See above position of Canadian Banks as Selling Agents
Noteholder #28	Bank 5; Dealer 2; Dealer 4; Dealer 11; and Dealer 7	<i>Ibid.</i>	<b>Quantum of Investment:</b> Holdings between \$100,000,000 and \$150,000,000	See above position of Canadian Banks as Selling Agents
<b>Members of the Alberta Corporate Noteholders Group</b>	Detailed below	Negligent misrepresentation; Breach of fiduciary duties; and Breach of know your client obligations	<b>Damages Sought:</b> a) Recovery of the face value of the ABCP which was acquired together with the interest which ought to have accrued and been payable thereon b) Recovery of collateral loss and damages for impact that market freeze has had on their business (i.e. recovery of additional losses, costs and expenses relating to obtaining additional lending facilities and harm to reputation and	

CLAIMANT(S)	ALLEGED DEFENDANTS	ALLEGED CAUSE(S) OF ACTION	DAMAGES SOUGHT AND/OR QUANTUM OF INVESTMENT	RESPONSE OF ALLEGED DEFENDANTS (IF ANY)
			business prospects; recovery for loss of business plans and opportunities, and operating initiatives) c) Recovery of legal expenses	
Alliance Pipeline Limited Partnership	Bank 4	<i>Ibid.</i>	<b>Quantum of Investments:</b> \$12,500,000	See above position of Canadian Banks as Selling Agents
Nexstar Energy Ltd.	Bank 1	<i>Ibid.</i>	<b>Quantum of Investments:</b> \$5,000,000	N/A
Petrolifera Petroleum Ltd.	Bank 1	<i>Ibid.</i>	<b>Quantum of Investments:</b> \$37,700,000	N/A
Power Play Resources Ltd.	Bank 1	<i>Ibid.</i>	<b>Quantum of Investments:</b> \$15,021,000	N/A
Sabre Energy Ltd.	Bank 5	<i>Ibid.</i>	<b>Quantum of Investments:</b> \$15,872,000	N/A
Standard Energy Inc.	Bank 1	<i>Ibid.</i>	<b>Quantum of Investments:</b> \$7,000,000	N/A
UTS Energy Corporation	Dealer 8	<i>Ibid.</i>	<b>Quantum of Investments:</b> \$4,350,000	See above position of Canadian Banks as Selling Agents
Vaquero Resources Ltd.	Bank 1	<i>Ibid.</i>	<b>Quantum of Investments:</b> \$2,000,000	N/A
West Energy Ltd.	Bank 1	<i>Ibid.</i>	<b>Quantum of Investments:</b> \$30,000,000	N/A

CLAIMANT(S)	ALLEGED DEFENDANTS	ALLEGED CAUSE(S) OF ACTION	DAMAGES SOUGHT AND/OR QUANTUM OF INVESTMENT	RESPONSE OF ALLEGED DEFENDANTS (IF ANY)
<p><b><i>Ad Hoc Retail ABCP Holders Group</i></b></p> <p>Claimants who are ineligible for either the Canaccord Relief Program or the Confidential Relief Program (such as Noteholders who have holdings greater than \$1,000,000 as well as Noteholders who did not purchase their notes from either Canaccord or Confidential)</p> <p>Estimated to be at least 16 claimants</p>	<p>Dealer 3; Dealer 9; Dealer 6; Dealer 12; Dealer 13; Dealer 4; Dealer 5; Dealer 14; Dealer 2; Dealer 15; Dealer 1; Dealer 16; and Dealer 17</p>	<p>Negligence; Negligent misrepresentation; Breach of fiduciary duty; Fraud; Conspiracy; or Pursuant to causes of action established under the <i>Competition Act</i></p>	<p><b>Quantum of Investments:</b> Estimated to be at least \$47,000,000</p>	<p>N/A</p>