

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) MONDAY, THE 10TH
)
JUSTICE) DAY OF DECEMBER, 2012
)

**BONNIE CUMMINGS IN HER CAPACITY AS ESTATE EXECUTRIX
OF THE ESTATE OF THE LATE JOHN CUMMINGS**

Applicant

- and -

**PEOPLEDDGE HR SERVICES INC., WINSTON PARK FINANCIAL SERVICES LTD.,
CMC FRASER LTD. AND 1624452 ONTARIO LIMITED**

Respondents

CLAIMS PROCESS ORDER

THIS MOTION made by BDO Canada Limited, in its capacity as the court-appointed receiver, without security, of all of the assets, undertakings and properties of Peopledge HR Services Inc., Winston Park Financial Services Ltd., CMC Fraser Ltd. and 1624452 Ontario Limited acquired for, or used in relation to a business carried on by each of the Companies, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion and the Second Report of the Receiver dated December 3, 2012 (the "Second Report") and on hearing the submissions of counsel for the Receiver, counsel for Bank of Montreal, counsel for Activpayroll Ltd., counsel for Labatt Brewing Company Inc., counsel for Celergo LLC, no one else appearing although being served as evidenced by the Affidavit of Service of Deborah Ferguson sworn December 4, 2012 filed,

SERVICE

1. THIS COURT ORDERS that the time for service of the notice of motion and the motion record be and is hereby abridged and that the motion is properly returnable today and further that the requirement for service of the notice of motion and motion record upon interested parties, other than those served, is hereby dispensed with and that the service of the notice of motion and motion record as effected by the Receiver is hereby validated in all respects.

DEFINITIONS

2. THIS COURT ORDERS that the following terms in this Order shall have the following meanings ascribed to them:

- (a) “Applicant” means Bonnie Cummings in her capacity as Estate Executrix of the Estate of the Late John Cummings;
- (b) “Appointment Date” means October 29, 2012;
- (c) “Appointment Order” means the Order of the Honourable Mr. Justice Newbould dated October 29, 2012, as amended, restated or varied from time to time;
- (d) “Business Day” means a day, other than a Saturday or a Sunday or statutory holiday, on which banks are generally open for business in Toronto, Ontario;
- (e) “Claimant” means any Person (including, without limitation, any customer, supplier, service provider, independent contractor or employee of the Companies) with a Claim and, if the context requires, includes an assignee of a Claim, or a trustee, interim receiver, receiver, receiver and manager, liquidator, or other Person acting on that Person’s behalf;
- (f) “Claims” means General Claims and/or Customer Deposit Claims;
- (g) “Claims Bar Date” means 5:00 p.m. (Eastern Standard Time) on Friday, January 18, 2013, or such later date as may be ordered by this Court;

- (h) “Claims Package” means the document package to be sent to Claimants pursuant to this Order, which shall include a copy of this Order, the Notice to Claimants, the Instruction Letter, a Proof of General Claim form, a Proof of Customer Deposit Claim form and such other materials as the Receiver considers necessary or appropriate;
- (i) “Claims Process” means the process outlined in this Order in connection with the assertion of Claims against the Companies;
- (j) “Companies” means, collectively or individually as the context requires, Peopledge, Winston Park Financial Services Ltd., CMC Fraser Ltd. and 1624452 Ontario Limited;
- (k) “Court” means the Ontario Superior Court of Justice (Commercial List) sitting in Toronto, Ontario;
- (l) “Customer Deposit Claim” means any right or claim (in whole or in part) of any Person who was, on or before the Appointment Date, a customer of Peopledge (whether directly or through an intermediary) which had advanced, remitted, deposited, transferred or provided cash in any form to Peopledge prior to the Appointment Date (the “**Customer Funding**”) for the purpose of funding payroll services to be provided by Peopledge for that customer (including, without limitation, remittances to third parties on behalf of the customer or the customer’s employee) for which Peopledge did not complete the payroll or remittance processing and payment in whole or in part. For greater certainty, Customer Deposit Claim shall only refer to that portion of the Customer Funding that was not used by Peopledge to fund payroll for employees and/or third party remittances pursuant to the authorization and direction provided by the customer pursuant to the Customer Funding;

All Customer Deposit Claims shall be made in the currency in which the Customer Funding to Peopledge was made and was to be held and disbursed by Peopledge on behalf of the customer;

- (m) “General Claim” means any right or claim of any Person against the Companies (or any one or more of them), whether or not asserted, in connection with any indebtedness, liability or obligation of any kind whatsoever of any of the Companies, and any accrued interest thereon and costs payable in respect thereof, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future,
- (i) which indebtedness, liability or obligation is based in whole or in part on facts existing prior to the Appointment Date or which would have been claims provided in bankruptcy had the companies become bankrupt on the Appointment Date; or
 - (ii) arising after the Appointment Date where such indebtedness, liability or obligation arises from or was caused by, directly or indirectly, the implementation of any action taken pursuant to the Appointment Order, including without limitation, that which arises from or is caused by the termination of any contract or the cessation of the business of the Companies,

but a General Claim shall not include any Customer Deposit Claim;

If entitled under any applicable contract, Claimants may make General Claims for interest which has accrued on their General Claims prior to the Appointment Date, but no General Claim shall be made by a Claimant for interest after the Appointment Date;

Any General Claim denominated in any currency other than Canadian dollars shall, for the purposes of this Order, be converted to and shall constitute obligations in Canadian dollars, such calculation to be effected using the Bank of Canada noon spot rate of exchange for exchanging such currency on October 29, 2012 (US\$1 = CDN \$1.0004) (UK£1 = CDN\$1.6031);

- (n) “Instruction Letter” means the instruction letter in substantially the form annexed as Schedule “B” hereto;
- (o) “Notice to Claimants” means the notice substantially in the form annexed as Schedule “A” hereto;
- (p) “Peopledge” means Peopledge HR Services Inc.;
- (q) “Person” means any individual, partnership, firm, joint venture, trust, entity, corporation, limited or unlimited liability company, association, unincorporated organization, court-appointed representative, government or any agency, officer or instrumentality thereof or similar entity, or any other entity howsoever designated or constituted exercising executive, legislative, judicial, regulatory or administrative functions in Canada or any other country;
- (r) “Proof of Customer Deposit Claim” means the Proof of Customer Deposit Claim substantially in the form annexed in Schedule “D” hereto;
- (s) “Proof of General Claim” means the form of Proof of General Claim substantially in the form annexed as Schedule “C” hereto; and
- (t) “Receiver” means BDO Canada Limited, in its capacity as court-appointed receiver of the Companies pursuant to the Appointment Order, acting solely in its capacity as receiver and not in its personal or corporate capacity.

CLAIMS PROCESS

3. THIS COURT ORDERS that the Claims Process be and is hereby approved.

4. THIS COURT ORDERS that the Receiver be and is hereby directed and empowered to administer the Claims Process and to take such steps or actions as may be necessary or desirable to administer or complete the Claims Process.

NOTICE TO CLAIMANTS

5. THIS COURT ORDERS that for the purpose of facilitating the identification of all Claims against the Companies:

- (a) on or before December 14, 2012 the Receiver shall send a Claims Package by ordinary mail, express post, courier, facsimile transmission or electronic mail to each known potential Claimant at the address for such Claimant listed in the books and records of the Companies in the possession of the Receiver;
- (b) the Receiver shall send by ordinary mail, express post, courier, facsimile transmission or electronic mail as soon as reasonably possible following receipt of a request therefor, a Claims Package to any Person requesting the same, provided such request is received prior to the Claims Bar Date;
- (c) the Receiver shall, on or before December 14, 2012, cause the Notice to Claimants to be published in the *Globe and Mail* (National Edition) and the Wall Street Journal; and
- (d) the Receiver shall, on or before December 12, 2012, make a copy of the Claims Package available on the Receiver's website at www.bdo.ca/peopledge.

6. THIS COURT ORDERS that compliance by the Receiver with the provisions of paragraph 5 shall constitute good and sufficient service upon the Claimants of notice of these proceedings, this Order, the Claims Bar Date, and the related deadlines and procedures set forth herein and no other form of service or notice need be made by the Receiver to any Person and no other document or material need be provided to any Person in respect of the Claims Process.

7. THIS COURT ORDERS that the form and substance of the Notice to Claimants, Instruction Letter, Proof of General Claim and Proof of Customer Deposit Claim, substantially in the form set out in Schedules "A", "B", "C" and "D", respectively, to this Order be and are

hereby approved. Despite the foregoing, the Receiver may, from time to time, make minor changes to such forms as the Receiver considers necessary or desirable.

8. THIS COURT ORDERS that the delivery of a Claims Package to a Claimant shall not constitute an admission of any liability of the Companies to any Person.

FILING OF PROOFS OF CLAIM

9. THIS COURT ORDERS that any Person asserting a General Claim shall set out its General Claim in a Proof of General Claim and deliver that Proof of General Claim so that it is actually received by the Receiver in accordance with paragraph 20 of this Order by the Claims Bar Date or such later date as the Receiver may agree to in writing, or as the Court may otherwise order.

10. THIS COURT ORDERS that each Claimant shall specify in its Proof of General Claim against which one or more of the Companies the Claimant asserts a General Claim.

11. THIS COURT ORDERS that any Person asserting a Customer Deposit Claim shall set out its Customer Deposit Claim in a Proof of Customer Deposit Claim and deliver that Proof of Customer Deposit Claim so that it is actually received by the Receiver in accordance with paragraph 20 of this Order by the Claims Bar Date or such later date as the Receiver may agree to in writing, or as the Court may otherwise order.

12. THIS COURT ORDERS that each Claimant shall specify in its Proof of Customer Deposit Claim each payroll deposit being claimed, the amount and date of such deposit, the proportion that such deposit related to payroll or employee withholdings, and whether such payroll or employee withholding was processed and paid by Peopledge.

13. THIS COURT ORDERS that any Proof(s) of General Claim filed by a governmental agency (including, without limitation, the Canada Revenue Agency) in relation to unremitted employer withholdings or deductions shall break down the Claim on an employer-by-employer basis to the extent reasonably possible.

14. THIS COURT ORDERS that any Claimant that fails to deliver or fails to have delivered on the Claimant's behalf a completed Proof of General Claim or Proof of Customer Deposit Claim, as applicable, to the Receiver in accordance with paragraphs 9 to 13 (inclusive) hereof:

- (a) shall be and is hereby forever barred from making or enforcing any Claim against any of the Companies and all such Claims shall be forever extinguished and released; and
- (b) shall not be entitled to receive any further notice in respect of the Claims Process or these receivership proceedings, or receive any distribution in relation to the estate or assets of the Companies.

15. THIS COURT ORDERS that, notwithstanding anything else contained in this Order, the following Claims shall not be extinguished or affected by this Order:

- (a) Claims by the Receiver and counsel to the Receiver for fees and disbursements payable in accordance with the Appointment Order;
- (b) Claims by the Applicant and counsel to the Applicant for fees and disbursements payable in accordance with the Appointment Order, subject to such further Order of this Court; and
- (c) Claims by any one of the Companies against any one or more of the other Companies.

REVIEW OF PROOFS OF CLAIM

16. THIS COURT ORDERS that the Receiver is hereby authorized and directed to use reasonable discretion as to the adequacy of compliance as to the manner in which Proofs of Claim are completed and executed and may, where satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Order as to the completion and the execution of a Proof of Claim.

17. THIS COURT ORDERS that the Receiver shall review all Claims filed and seek to validate, including resolving any discrepancies with the applicable Claimant, the quantum of such Claims. All time incurred by the Receiver in reviewing, validating and resolving any discrepancies with each Claimant shall be tracked on an individual Claimant basis and, subject to further order of this Court, all fees and disbursements associated with such review and resolution of individual Claims shall be allocated to and payable from any future distribution to such Claimant following completion of the Claims Process set out herein.

18. THIS COURT ORDERS that on or before February 15, 2013, the Receiver shall deliver to every Claimant that has filed a Proof of General Claim or Proof of Customer Deposit Claim by the Claims Bar Date in accordance with this Order and file with the Court a report setting out a summary of the Claims received in accordance with this Order.

19. THIS COURT ORDERS that the Receiver shall schedule with the Court a hearing on February 22, 2013 (or such alternative date that may be reasonably necessary in the circumstances) for further advice and directions from this Court with respect to the Claims Process.

NOTICES AND COMMUNICATION

20. THIS COURT ORDERS that any notice or other communication to be given under this Order by the Receiver to a Claimant shall be in writing in substantially the form, if any, provided for in this Order. Such notice or other communication will be sufficiently given to a Claimant if given by prepaid ordinary mail, express post, courier, facsimile transmission or electronic mail to the Claimant to such address, facsimile number or electronic mail address for such Claimant as may be recorded in the books and records of the Companies in the possession of the Receiver or

to such other address, facsimile number or electronic mail address as such Claimant may request by notice to the Receiver given in accordance with this Order. Any such notice or other communication, (i) if given by prepaid ordinary mail, shall be deemed received on the third Business Day after mailing, (ii) if given by courier or delivery shall be deemed received on the next Business Day following dispatch, (iii) if given by facsimile transmission or electronic mail before 5:00 p.m. (Eastern Standard Time) on a Business Day shall be deemed received on such Business Day; and (iv) if given by facsimile transmission or electronic mail after 5:00 p.m. (Eastern Standard Time) on a Business Day shall be deemed received on the next following Business Day.

21. THIS COURT ORDERS that any notice or other communication (including, without limitation, Proofs of General Claim and Proofs of Customer Deposit Claims) to be given under this Order by a Claimant to the Receiver shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if given by ordinary mail, courier, delivery, facsimile transmission or electronic mail addressed to:

BDO Canada Limited
1 City Centre Drive, Suite 1040
Mississauga, ON L5B 1M2
Canada

Attention: Peter Naumis
Fax: (905) 615-1333
Email: pnaumis@bdo.ca

Any such notice or other communication by a Claimant shall be deemed received only upon actual receipt thereof during normal business hours on a Business Day.

22. THIS COURT ORDERS that if during any period during which notices or other communication are being given pursuant to this Order a postal strike or postal work stoppage of general application should occur, such notices or other communications then not received or deemed received shall not, absent further Order of this Court, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, delivery, facsimile transmission or electronic mail in accordance with this Order.

TRANSFER OF CLAIMS

23. THIS COURT ORDERS that if the holder of a Claim transfers the whole of such Claim to another Person after the Appointment Date, the Receiver shall not be obligated to give notice or otherwise deal with the transferee of such Claim in respect thereof unless and until actual notice of transfer, together with satisfactory evidence of such transfer, shall have been received and acknowledged by the Receiver in writing and thereafter such transferee shall for the purposes hereof constitute the Claimant in respect of such Claim. Any such transferee of a Claim shall be bound by any notices given or steps taken in respect of such Claim in accordance with this Claims Process Order and any other orders in these proceedings prior to receipt and acknowledgment by the Receiver of satisfactory evidence of such transfer. A transferee of a Claim takes the Claim subject to any rights of set-off to which the Companies may be entitled with respect to such Claim. Reference to a transfer of Claim in this Order includes a transfer or assignment, whether absolute or intended as security.

24. THIS COURT ORDERS that if the holder of the whole of a Claim transfers the whole of such Claim to more than one Person or part of such Claim to another Person after the Appointment Time, such transfer shall not create a separate Claim and such Claim shall continue to constitute and be dealt with as a single Claim. Notwithstanding such transfer, the Receiver shall not be bound to recognize or acknowledge any such transfer and shall be entitled to give notices to and otherwise deal with such Claim only as a whole and only to and with the Person last holding such Claim in whole as the Claimant in respect of such Claim, provided such Claimant may, by notice in writing to the Receiver in accordance with the preceding paragraph and subject to the provisions of the preceding paragraph, direct the subsequent dealings in respect of such Claim, but only as a whole, shall be with a specified Person and in such event, such transferee of the Claim and the whole of such Claim shall be bound by any notices given or steps taken in respect of such Claim in accordance with this Order and any other orders in these proceedings.

MISCELLANEOUS

25. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or any other

country, to give effect to this Order and to the Receiver and its 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 Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

26. THIS COURT ORDERS that notwithstanding any other provision of this Order, the Receiver may apply at any time to this Court to seek any further relief in respect of the Claims Process, and any other interested Person may apply to this Court to vary this Order or seek other relief in respect of the Claims Process on seven (7) Business Days notice to the Receiver, as applicable, and to any other Person likely to be affected by the Order sought or on such other notice, if any, as the Court may order. For greater certainty, applications for relief unrelated to the Claims Process shall continue to be governed by the procedures set out in the Appointment Order.

SCHEDULE "A"**NOTICE TO CLAIMANTS OF PEOPLEDDGE HR SERVICES INC., WINSTON PARK FINANCIAL SERVICES LTD., CMC FRASER LTD. AND 1624452 ONTARIO LIMITED (COLLECTIVELY, THE "COMPANIES")**

PLEASE TAKE NOTICE that, pursuant to an Order of the Ontario Superior Court of Justice (the "Court") made on December 10, 2012 (the "Claims Process Order"), a Claims Process has been established, and the Receiver has been authorized to call for and receive Claims as set forth below. Terms not otherwise defined herein shall have the meaning given to them in the Claims Process Order.

The Claims Process applies to Claims against any of the Companies, including Claims by customers for deposits made to Peopledge HR Services Inc. ("Peopledge") for payroll processing on behalf of the customer (including, without limitation, remittances to third parties on behalf of the customer or the customer's employee) for which Peopledge did not complete the payroll or remittance processing and payment in whole or in part.

If entitled under any applicable contract, Claimants may make claims for interest which has accrued on their Claims prior to October 29, 2012 (the "Appointment Date"), but no Claim shall be made by a Claimant for interest after the Appointment Date.

Any Person asserting a Claim must send a Proof of General Claim or a Proof of Customer Deposit Claim, or both as applicable, to BDO Canada Limited, in its capacity as Court-appointed Receiver of the Companies at the address below on or before 5:00 p.m. (Eastern Standard Time) on **January 18, 2013** (the "Claims Bar Date"). **Claims which are not received by the Claims Bar Date specified herein will be barred and extinguished forever.**

If you have any questions regarding the Claims Process or your potential claim, please contact the Receiver at the address provided below.

Persons who require a Proof of Claim form and Instruction Letter may obtain them from the Receiver's website at www.bdo.ca/peopledge. If you are unable to access the website or have further inquiries, you may contact the Receiver at:

BDO Canada Limited
1 City Centre Drive
Suite 1040
Mississauga, Ontario
Canada L5B 1M2

Attention: Peter Naumis
Fax: (905) 615-1333
Email: pnaumis@bdo.ca

Dated at Mississauga, Ontario this _____ day of December, 2012

SCHEDULE “B”**INSTRUCTION LETTER****CLAIMS AGAINST PEOPLEDGE HR SERVICES INC., WINSTON PARK FINANCIAL SERVICES LTD., CMC FRASER LTD. AND 1624452 ONTARIO LIMITED
(COLLECTIVELY, THE “COMPANIES”)****A. – Claims Process**

Pursuant to the Order of the Ontario Superior Court of Justice (the “Court”) dated December 10, 2012 (the “Claims Process Order”) BDO Canada Limited, in its capacity as court-appointed receiver of the Companies (the “Receiver”) has been directed and empowered to administer the Claims Process.

This letter and the attached forms provide the instructions for responding to or completing a Proof of General Claim and/or Proof of Customer Deposit Claim in relation to the Claims Process. Defined terms which are not defined herein shall have the meaning ascribed thereto in the Claims Process Order. A copy of the Claims Process Order is included in the Claims Package. Additional copies can be obtained from the Receiver’s website at www.bdo.ca/peopledge. Terms not otherwise defined herein shall have the meaning given to them in the Claims Process Order.

The Claims Process is intended for any Person asserting a Claim against any one or more of the Companies. A Claim is defined at paragraph 2 of the Claims Process Order to mean either:

- (a) a “Customer Deposit Claim” meaning any right or claim (in whole or in part) of any Person who was, on or before the Appointment Date, a customer of Peopledge (whether directly or through an intermediary) which had advanced, remitted, deposited, transferred or provided cash in any form to Peopledge prior to the Appointment Date (the “Customer Funding”) for the purpose of funding payroll services to be provided by Peopledge for that customer (including, without limitation, remittances to third parties on behalf of the customer or the customer’s employee) for which Peopledge did not complete the payroll or remittance processing and payment in whole or in part. For greater certainty, Customer Deposit Claim shall only refer to that portion of the Customer Funding that was not used by Peopledge to fund payroll for employees and/or third party remittances pursuant to the authorization and direction provided by the customer pursuant to the Customer Funding; or
- (b) a “General Claim” meaning any right or claim of any Person against the Companies (or any one or more of them), whether or not asserted, in connection with any indebtedness, liability or obligation of any kind whatsoever of any of the Companies, and any accrued interest thereon and costs payable in respect thereof, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including the right or ability of any

Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future,

- (i) which indebtedness, liability or obligation is based in whole or in part on facts existing prior to the Appointment Date or which would have been claims provided in bankruptcy had the companies become bankrupt on the Appointment Date; or
- (ii) arising after the Appointment Date where such indebtedness, liability or obligation arises from or was caused by, directly or indirectly, the implementation of any action taken pursuant to the Appointment Order, including without limitation, that which arises from or is caused by the termination of any contract or the cessation of the business of the Companies,

but, for greater certainty, a General Claim does not include a Customer Deposit Claim.

If entitled under any applicable contract, Claimants may make claims for interest which has accrued on their General Claims prior to October 29, 2012 (the "Appointment Date"), but no Claim shall be made by a Claimant for interest after the Appointment Date.

If you have any questions regarding the Claims Process or your potential claim, please contact the Receiver at the address provided below.

All enquiries with respect to the Claims Process should be addressed to:

BDO Canada Limited
1 City Centre Drive
Suite 1040
Mississauga, Ontario
Canada L5B 1M2

Attention: Peter Naumis
Fax: (905) 615-1333
Email: pnaumis@bdo.ca

B. – For Persons Submitting a Proof of Claim

If you believe that you have a Claim against any one or more of the Companies, you will have to file a Proof of General Claim or a Proof of Customer Deposit Claim, or both as applicable, with the Receiver. **Claims must be received by 5:00 p.m. (Eastern Standard Time) on January 18, 2013 or such Claim will be forever barred and extinguished.**

The form of Proof of General Claim and Proof of Customer Deposit form is attached. Additional forms can be found on the Receiver's website at www.bdo.ca/peopledge or obtained by contacting the Receiver at the address indicated above before the Claims Bar Date and providing

particulars as to your name, address, facsimile number and e-mail address. Once the Receiver has this information, you will receive, as soon as practicable, additional forms.

Each Claimant submitting a Proof of General Claim must specify in the Proof of General Claim against which one or more of the Companies the Claimant asserts a Claim.

You should only complete and file a Proof of Customer Deposit Claim if you were a customer of Peopledge HR Services Inc. (“Peopledge”) (whether directly or through an intermediary) which had advanced, remitted, deposited, transferred or provided cash in any form to Peopledge prior to the Appointment Date (the “Customer Funding”) for the purpose of funding payroll services to be provided by Peopledge for that customer (including, without limitation, remittances to third parties on behalf of the customer or the customer’s employee) for which Peopledge did not complete the payroll or remittance processing and payment in whole or in part (“Customer Deposits”).

Proofs of Customer Deposit Claim should only be completed and filed in respect of Customer Deposits, and should not include any other Claims, including consequential damage claims, that you may have against any one or more of the Companies. Any such Claims should be completed and filed with the Receiver using the Proof of General Claim.

Proofs of Customer Deposit Claims must specify each payroll deposit being claimed, the amount and date of such deposit, the proportion that such deposit related to payroll or employee withholdings, and whether such payroll or employee withholding was processed and paid by Peopledge. For greater certainty, Proofs of Customer Deposit Claims should only include that portion of the Customer Funding that was not used by Peopledge to fund payroll for employees and/or third party remittances pursuant to the authorization and direction provided by the customer pursuant to the Customer Funding.

Customer claims in connection with Customer Deposits should not be included in any Proof of General Claim completed and filed. Such claims should only be included in a Proof of Customer Deposit Claim.

Any Proof(s) of General Claim filed by a governmental agency (including, without limitation, the Canada Revenue Agency) in relation to unremitted employer withholdings or deductions shall break down the Claims on employer-by-employer basis to the extent reasonably possible.

SCHEDULE "C"

**PROOF OF GENERAL CLAIM
AGAINST PEOPLEGE HR SERVICES INC., WINSTON PARK FINANCIAL
SERVICES LTD., CMC FRASER LTD. AND 1624452 ONTARIO LIMITED
(COLLECTIVELY, THE "COMPANIES")**

Please read the enclosed Instruction Letter carefully prior to completing this Proof of General Claim.

A. – Particulars of Claimant

1. Full Legal Name of Claimant _____ (the "Creditor")
(Full legal name should be the name of the original Creditor regardless of whether an assignment of a Claim has been made, or a portion thereof, has occurred prior to or following the date of the Appointment Order.)

2. Full Mailing Address of the Claimant (the original Creditor, not the Assignee):

3. Telephone Number: _____

Facsimile Number: _____

E-mail Address: _____

Attention (Contact Person): _____

4. Has the Claim been sold or assigned by the Creditor to another party?

Yes:

No:

B. – Particulars of Assignee(s) (If any):

5. Full Legal Name of Assignee(s): _____
(If a portion of the Claim has been assigned, insert full legal name of assignee(s) of the Claim. If there is more than one assignee, please attach a separate sheet with the required information.)

6. Full Mailing Address of Assignee(s): _____

7. Telephone Number of Assignee(s): _____

8. Facsimile Number of Assignee(s): _____

9. E-mail Address: _____

10. Attention (Contact Person): _____

C. – Proof of Claim:

I, _____ name of Claimant or Representative of Claimant, of _____ (City, Province or State) do hereby certify:

that I [*check one*]

am the Creditor of one or more of the Companies; OR

am _____ (*state position or title*) of _____ (*name of Creditor*)

(a) that I have knowledge of all the circumstances connected with the Claim referred to below;

(b) The Companies were and still are indebted to the Creditor as follows;

(i) TOTAL CLAIM:

Canadian Dollars _____ [*insert dollar value of Claim*]

Note: Claims in a foreign currency are to be converted to Canadian dollars at the noon spot rate as at October 29, 2012 (the U.S. dollar (“USD”) to Canadian dollar (“CDN\$”) exchange rate conversion on such date was 1 USD = 1.0004 CDN\$ and the U.K. Pound (“UK£”) to CDN\$ exchange rate conversion on such date was 1 UK£ = 1.6031 CDN\$.

D. – Particulars of Company Claimed Against

(Check all that apply and provide particulars in Section F)

A. Peopledge HR Services Inc. (*Amount: Canadian Dollars: _____*)

B. Winston Park Financial Services Ltd. (*Amount: Canadian Dollars: _____*)

C. CMC Fraser Ltd. (*Amount: Canadian Dollars: _____*)

D. 1624452 Ontario Limited (*Amount: Canadian Dollars: _____*)

E. – Nature of Claim:

(Check and complete appropriate category)

A. UNSECURED CLAIM OF \$_____. That in respect of this debt, I do not hold any assets of the Companies as security.

B. SECURED CLAIM OF \$_____. That in respect of this debt, I hold assets of one or more of the Companies valued at \$_____ as security, particulars of which are attached.

E. – Particulars of Claims (Generally):

Other than as already set out herein, the particulars of the undersigned's total Claim are attached.

(Provide all particulars of the Claims and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Claims, name of any guarantor which has guaranteed the Claims, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by the Companies to the Creditor and estimated value of such security, etc.)

G. – Filing of Claims:

This Proof of General Claim must be received by the Receiver by no later than 5:00 p.m. (Eastern Standard Time) on January 18, 2013 (the “Claims Bar Date”).

Failure to file your Proof of General Claim as directed by the Claims Bar Date will result in your Claim being barred and you will be prohibited from making or enforcing a Claim against the Companies.

This Proof of General Claim must be delivered by facsimile transmission, personal delivery, courier, electronic mail or prepaid mail at the following address:

BDO Canada Limited
1 City Centre Drive
Suite 1040
Mississauga, Ontario
Canada L5B 1M2

Attention: Peter Naumis
Fax: (905) 615-1333
Email: pnaumis@bdo.ca

Dated at _____ this _____ day of _____, 20__.

Per: _____ *[Name of Claimant]*

SCHEDULE "D"

PROOF OF CUSTOMER DEPOSIT CLAIM

Please read the enclosed Instruction Letter carefully prior to completing this Proof of Claim.

A. – Particulars of Claimant

11. Full Legal Name of Claimant _____ (the "Creditor")
(Full legal name should be the name of the original Creditor regardless of whether an assignment of a Claim has been made, or a portion thereof, has occurred prior to or following the date of the Appointment Order.)

12. Full Mailing Address of the Claimant (the original Creditor, not the Assignee):

13. Telephone Number: _____

Facsimile Number: _____

E-mail Address: _____

Attention (Contact Person): _____

14. Has the Claim been sold or assigned by the Creditor to another party?

Yes: []

No: []

B. – Particulars of Assignee(s) (If any):

15. Full Legal Name of Assignee(s): _____
(If a portion of the Claim has been assigned, insert full legal name of assignee(s) of the Claim. If there is more than one assignee, please attach a separate sheet with the required information.)

16. Full Mailing Address of Assignee(s): _____

17. Telephone Number of Assignee(s): _____

18. Facsimile Number of Assignee(s): _____

19. E-mail Address: _____

20. Attention (Contact Person): _____

C. – Proof of Claim:

I, _____ name of Claimant or Representative of Claimant, of
_____ (City, Province or State) do hereby certify:

that I [*check one*]

am the Creditor of one or more of the Companies; OR

am _____ (*state position or title*) of
_____ (*name of Creditor*)

- (a) that I have knowledge of all the circumstances connected with the Claim referred to below;
- (b) The Companies were and still are indebted to the Creditor as follows:
- (i) TOTAL CLAIM:

\$ _____ CDN\$ USD (check as applicable)

Note: Customer Deposit Claims should be stated in the currency in which the deposit to which Peopledge HR Services Inc. was made and was to be held and disbursed by Peopledge HR Services Inc.

D. – Particulars of Customer Deposit Claims:

(If multiple deposits are claimed, provide details for each deposit on a separate sheet and provide all supporting details and documentation)

Payroll Deposit Date: _____

Deposit Amount: \$ _____, comprised of:

- (i) employee payroll: \$ _____ processed unprocessed
- (ii) employee withholdings: \$ _____ remitted unremitted
- (iii) Peopledge processing fee: \$ _____

E. – Filing of Claims:

This Proof of Customer Deposit Claim must be received by the Receiver by no later than 5:00 p.m. (Eastern Standard Time) on January 18, 2013 (the “Claims Bar Date”).

Failure to file your Proof of Customer Deposit Claim as directed by the Claims Bar Date will result in your Customer Deposit Claim being barred and you will be prohibited from making or enforcing a Customer Deposit Claim against the Companies.

This Proof of Customer Deposit Claim must be delivered by facsimile transmission, personal delivery, courier, electronic mail or prepaid mail at the following address:

BDO Canada Limited
1 City Centre Drive
Suite 1040
Mississauga, Ontario
Canada L5B 1M2

Attention: Peter Naumis
Fax: (905) 615-1333
Email: pnaumis@bdo.ca

Dated at _____ this _____ day of _____, 20____.

Per: _____ *[Name of Claimant]*

BONNIE CUMMINGS IN HER CAPACITY AS ESTATE
EXECUTRIX OF THE ESTATE OF THE LATE JOHN
CUMMINGS

-and-

PEOPLEPledge HR SERVICES INC., WINSTON PARK
FINANCIAL SERVICES LTD., CMC FRASER LTD., 1624452
ONTARIO LIMITED

Applicant

Respondents

Court File No. CV 12-9896-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
PROCEEDING COMMENCED AT
TORONTO

CLAIMS PROCESS ORDER

CASSELS BROCK & BLACKWELL LLP

2100 Scotia Plaza
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Toronto, ON M5H 3C2

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Lawyers for the Receiver