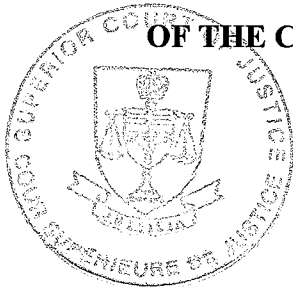


**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(IN BANKRUPTCY AND INSOLVENCY)**

THE HONOURABLE MR. ) FRIDAY, THE 27TH  
JUSTICE COLIN CAMPBELL ) DAY OF JANUARY, 2012

**IN THE MATTER OF THE BANKRUPTCY OF  
MF GLOBAL CANADA CO.,  
OF THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO**



**CLAIMS PROCESS ORDER**

**THIS MOTION**, made by KPMG Inc., in its capacity as trustee in bankruptcy of MF Global Canada Co. (the “Trustee”) for an order approving a procedure for, *inter alia*, the determination and resolution of Revised Net Equity Claims and Creditor Claims was heard this day by conference call.

**ON READING** the Notice of Motion, the Fourth Report of the Trustee dated January 25, 2012 (the “**Fourth Report**”) and the Schedules thereto, and the Supplement to the Fourth Report dated January 26, 2012 (the “**Supplementary Report**”) and on hearing the submissions of counsel to the Trustee, Customer Representative Counsel, Canadian Investor Protection Fund, Friedberg Mercantile Group Inc. and James Giddens, the SIPA Trustee of MF Global Inc., no one else appearing although duly served as set out in the Affidavit of Service of Miriam Sinclair, dated January 26, 2012, to be filed.

## SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record herein is hereby abridged so that this Motion is properly returnable today and that any further service of the Notice of Motion and the Motion Record is hereby dispensed with.

## DEFINITIONS

2. **THIS COURT ORDERS** that for purposes of this Claims Process Order the following terms shall have the following meanings:

- (a) **“Authorized Activity”** has the meaning ascribed in paragraph 29 hereof;
- (b) **“BIA”** means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended;
- (c) **“Business Day”** means a day, other than a Saturday or a Sunday, on which banks are generally open for business in Toronto, Ontario;
- (d) **“Cheque Issuing Process”** has the meaning ascribed in paragraph 29 hereof;
- (e) **“CIPF”** means Canadian Investor Protection Fund;
- (f) **“Claim”** means any right of a Person against MF Global Canada in connection with any indebtedness, liability or obligation of any kind whatsoever in existence on the Date of Bankruptcy and any interest accrued thereon or costs payable in respect thereof, whether liquidated, unliquidated, reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, by guarantee, surety, or otherwise, and whether or not such right is executory or anticipatory in nature, or any right or ability of any person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, together with any other claims of any kind that, if unsecured, would be a debt or liability provable in bankruptcy within the meaning of the BIA; For greater certainty, the foregoing definition of Claim is not intended to expand the definition of “claims provable” pursuant to section 121 of the BIA;

- (g) **“Claimant”** means any Person that has filed a Revised Net Equity Claim or a Creditor Proof of Claim pursuant to this Claims Process;
- (h) **“Claims Bar Date”** means 5:00 p.m. (Toronto Time) on May 10, 2012;
- (i) **“Claims Process”** means the process for identifying, determining and/or barring Claims established by this Claims Process Order;
- (j) **“Claims Process Order”** means this Order;
- (k) **“Commodity Customer”** means any Person that appears on the books and records of MF Global Canada as a Customer of MF Global Canada with a commodities or futures account as at the Date of Bankruptcy;
- (l) **“Corporate FX Customer”** has the meaning ascribed in paragraph 2(ee) hereof;
- (m) **“Court”** means the Ontario Superior Court of Justice (Commercial List);
- (n) **“Creditor”** means, in its capacity asserting such a claim, any Person with a Claim against MF Global Canada, other than a Claim for Net Equity;
- (o) **“Creditor Claims Package”** means the package containing the Notice of Meeting of Creditors and Creditor Proof of Claim;
- (p) **“Creditor Proof of Claim”** means the form to be completed and filed by a Creditor in accordance with this Claims Process Order, which shall be substantially in the form attached hereto as **Schedule “D”**;
- (q) **“Customer”** has the meaning ascribed to it in section 253 of the BIA;
- (r) **“Customer Account Statement”** means the account statement for a Customer produced by the Trustee from the books and records of MF Global Canada or Third Party Records as at the Date of Bankruptcy showing the Net Equity Calculation;
- (s) **“Customer Claims Package”** means the package containing the Notice of Meeting of Creditors, Customer Account Statement and the applicable Customer Instruction Letter describing the Net Equity Calculation in respect of the applicable Customer and summarizing the Claims Process, and more particularly:

- (i) for Commodity Customers (excluding most Excluded Customers) – the Commodity Customer Instruction Letter in the form attached as **Schedule “B-1”** hereto;
- (ii) for Excluded Customers – the Excluded Customer Instruction Letter in the form attached as **Schedule “B-1x”** hereto;
- (iii) for Equities Customers – the Equity Customer Instruction Letter in the form attached as **Schedule “B-2”** hereto;
- (iv) for Retail/Online FX Customers – the Retail FX Customer Instruction Letter in the form attached as Schedule **“B-3”** hereto;
- (v) for Corporate FX Customers – the Corporate FX Instruction Letter in the form attached as **Schedule “B-4”** hereto; and
- (vi) for Unpaid Customers – the Unpaid Customer Letter in the form attached as **Schedule “B-5”** hereto;
  
- (t) **“Customer Pool Fund”** has the meaning ascribed to it in section 261 of the BIA;
- (u) **“Customer Representative Order”** means the order of the Honourable Mr. Justice Colin L. Campbell dated November 14, 2011, as it may be amended from time to time;
- (v) **“Date of Bankruptcy”** mean November 4, 2011;
- (w) **“Dispute Proceedings”** has the meaning ascribed to it in paragraph 17 hereof;
- (x) **“Disputed Claimant”** means a Claimant that has received a Notice of Disallowance pursuant to paragraphs 15 or 16 hereof;
- (y) **“Equities Customer”** means any Person that appears on the books and records of MF Global Canada as a Customer of MF Global Canada as at the Date of Bankruptcy whose account held cash and/or securities, excluding any Commodity Customers;
- (z) **“Estate”** means the bankruptcy estate of MF Global Canada;
- (aa) **“Excess Claim”** means the difference between the amount claimed by a Claimant in a Proof of Claim and the amount accepted or allowed by the Trustee as set out in a Notice of Disallowance;

- (bb) **“Excluded Customer List”** has the meaning ascribed to it in the Transfer Agreement;
- (cc) **“Excluded Customer”** means a Customer on the Excluded Customer List;
- (dd) **“FX”** means foreign exchange;
- (ee) **“FX Customer”** means any Person that appears on the books and records of MF Global Canada as a Customer of MF Global Canada as at the Date of Bankruptcy who dealt in online FX (a **“Retail FX Customer”**) or corporate FX (a **“Corporate FX Customer”**) trading through or with MF Global Canada;
- (ff) **“General Fund”** has the meaning ascribed to it in section 261 of the BIA;
- (gg) **“MF Global Canada”** means MF Global Canada Co.;
- (hh) **“Net Equity”** means the amount of “net equity” (as that term is defined in section 253 of the BIA) of each Customer;
- (ii) **“Net Equity Calculation”** means the amount of Net Equity of a Customer as calculated by the Trustee from the books and records of MF Global Canada or Third Party Records as at the Date of Bankruptcy;
- (jj) **“Notice of Disallowance”** means the notice that may be delivered to a Claimant revising or rejecting such Claimant’s Proof of Claim, which notice shall be substantially in the form attached as **Schedule “E”** hereto and delivered in accordance with paragraph 24 hereof;
- (kk) **“Notice to Creditors”** means the notice to be published in accordance with paragraphs 3 and 4 hereof, substantially in the form of the notice attached hereto as **Schedule “A”**;
- (ll) **“November Month End Statement”** means the account statement for a Customer produced by the Trustee from the books and records of MF Global Canada, or Third Party Records as at November 30, 2011;
- (mm) **“Person”** means any individual, partnership, firm, joint venture, trust, entity, corporation, unincorporated organization, trade union, pension plan administrator, pension plan regulator, governmental authority or agency, employee or other association or similar entity, howsoever designated or constituted;

- (nn) **“Proof of Claim”** means, as the circumstances apply, either a Creditor Proof of Claim or a Revised Net Equity Proof of Claim;
- (oo) **“RBCDS”** means RBC Dominion Securities Inc.;
- (pp) **“Residual Amount”** means, with respect to any Customer whose account was a Transferred Account, the total calculated by subtracting the Transferred Amount from the Net Equity Calculation, as determined by the Trustee;
- (qq) **“Residual Amount Payment”** has the meaning ascribed in paragraph 22 hereof;
- (rr) **“Retail FX Customer”** has the meaning ascribed in paragraph 2(ee) hereof;
- (ss) **“Revised Net Equity Claim”** means any Claim asserted by a Customer disputing the Trustee’s Net Equity Calculation for that Customer;
- (tt) **“Revised Net Equity Proof of Claim”** means the form of Proof of Claim for Customers asserting a Revised Net Equity Claim in substantially the form attached as **Schedule “C”** hereto;
- (uu) **“Third Party Records”** means the books and records of various contract counterparties providing clearing, back office and support arrangements to MF Global Canada in the ordinary course of business of MF Global Canada;
- (vv) **“Transfer Agreement”** means the Account Transfer and Support Agreement dated November 17, 2011 between the Trustee and RBCDS;
- (ww) **“Transferred Amount”** means the value of the cash and securities transferred to RBCDS in respect of a particular Transferred Account in accordance with the Transfer Agreement;
- (xx) **“Transferred Account”** has the meaning ascribed to it in the Transfer Agreement;
- (yy) **“Unpaid Customer”** means any Customer with a Transferred Account that has protection from CIPF in its capacity as a Customer and that, in the opinion of the Trustee, has a Claim for a Residual Amount.

## **PUBLICATION OF NOTICE**

3. **THIS COURT ORDERS** that the Trustee shall cause the Notice to Creditors to be placed in The Globe and Mail (National Edition) and the French language translation thereof to be placed in La Presse on two different dates each prior to February 17, 2012.

4. **THIS COURT ORDERS** that the Trustee shall cause the Notice of Meeting of Creditors, Notice to Creditors, the Customer Claims Package and the Creditor Claims Package, and all other documents attached as Schedules hereto to be posted on the Trustee's website at [www.kpmg.ca/mfglobalcanada](http://www.kpmg.ca/mfglobalcanada) commencing five Business Days after the date hereof until at least 60 days after the Claims Bar Date.

#### **DIRECT NOTICE AND CLAIMS PACKAGES**

5. **THIS COURT ORDERS** that the Trustee shall send a copy of the Customer Claims Package to each Customer to the last known address of such Customer as shown in the books and records of MF Global Canada or Third Party Records, by prepaid ordinary mail on or before February 17, 2012.

6. **THIS COURT ORDERS** that the Trustee shall send a copy of the Creditor Claims Package to each Creditor of which the Trustee is aware to the last known address of such Creditor as shown in the books and records of MF Global Canada or Third Party Records by prepaid ordinary mail on or before February 17, 2012.

7. **THIS COURT ORDERS** that, upon request of any Person, the Trustee shall provide a copy of the requested Customer Claims Package and/or the Creditor Claims Package to the Person by the delivery means requested by such Creditor in accordance with paragraph 25 hereof.

#### **CLAIMS BAR DATE – REVISED NET EQUITY CLAIMS**

8. **THIS COURT ORDERS** that any Customer asserting a Revised Net Equity Claim shall set out its Claim in a Revised Net Equity Proof of Claim and deliver the Revised Net Equity

Proof of Claim to the Trustee in accordance with paragraph 25 hereof so that it is received by the Trustee by no later than , the Claims Bar Date.

9. **THIS COURT ORDERS** that any Customer who does not deliver a Revised Net Equity Proof of Claim to the Trustee on or before the Claims Bar Date, in accordance with paragraph 8 hereof shall be deemed to accept the amount of the Net Equity Calculation, if any, set out in the Customer Account Statement delivered to such Customer by the Trustee pursuant to paragraph 5 hereof and any other Claim in respect of Net Equity shall be forever barred and extinguished.

### **CREDITOR PROOFS OF CLAIM**

10. **THIS COURT ORDERS** that any Person asserting a Claim against MF Global Canada other than a Claim for Net Equity shall set out its Claim in a Creditor Proof of Claim and deliver the Creditor Proof of Claim to the Trustee in accordance with paragraph 25 hereof.

### **CURRENCY OF CLAIMS**

11. **THIS COURT ORDERS** that if any Claim arose in a currency other than Canadian or US dollars, then the Claimant asserting such Claim shall complete its Proof of Claim indicating the amount of the Claim in Canadian dollars. For greater certainty, if the reference transactions relating to a Claim are in US dollars, the Proof of Claim may be filed indicating the amount of the Claim in US dollars and if the reference transactions relating to a Claim are in any other currency, the Proof of Claim must be filed indicating the amount of the Claim in Canadian dollars using the exchange rates referred to in paragraph 13 hereof.

12. **THIS COURT ORDERS** that: (a) the Trustee is authorized to pay any Net Equity Claim in U.S. dollars, if the reference transactions relate to U.S. dollars or if permitted pursuant to the account documents/agreements in place between the Customer and MF Global Canada; and (b) the Trustee is authorized to pay any Net Equity Claim in Canadian dollars, if the reference transactions are in any currency other than U.S. dollars, if the Trustee deems it necessary. The foregoing terms shall not affect the Trustee's rights pursuant to section 262(2.1) of the BIA.

13. **THIS COURT ORDERS** that the applicable currency conversion rates to be applied by the Trustee shall be

- (a) with respect to the Claim for Net Equity of Commodity Customers, the conversion rates established by the GMI system used by MF Global Canada;
- (b) with respect to the Claim for Net Equity of an Equities Customer, the rate published on the Customer Account Statements;
- (c) with respect to FX Customers, the noon spot rate of the Bank of Canada on the Date of Bankruptcy; and
- (d) with respect to the Claims of Creditors, the noon spot rate of the Bank of Canada on the Date of Bankruptcy,

a summary of which is to be posted on the Trustee's Website within five Business Days of the date of this Claims Process Order.

#### **REVIEW PROCESS**

14. **THIS COURT ORDERS** that the Trustee is hereby authorized and directed to use reasonable discretion as to the adequacy of compliance in the manner in which any Proof of Claim is completed or executed and the Trustee may, where it is satisfied that a Proof of Claim has been adequately described or proven, waive strict compliance with the requirements of this Claims Process Order as to completion and execution of the Proof of Claim.

#### **DETERMINATION OF CLAIMS**

15. **THIS COURT ORDERS** that the Trustee shall review each Revised Net Equity Proof of Claim received by the Claims Bar Date and shall either accept the Revised Net Equity Proof of Claim as filed or revise or reject the amount claimed by sending a Notice of Disallowance to such Customer.

16. **THIS COURT ORDERS** that the Trustee shall review each Creditor Proof of Claim and shall either accept the Creditor Proof of Claim as filed or revise or reject the amount claimed by sending a Notice of Disallowance to such Creditor.

#### **APPEAL OF DISALLOWANCE**

17. **THIS COURT ORDERS** that any Disputed Claimant who intends to dispute a Notice of Disallowance shall bring a motion to the Court to appeal the Notice of Disallowance in accordance with Section 135 of the BIA (the “**Dispute Proceedings**”).

18. **THIS COURT ORDERS** that any Disputed Claimant that fails to commence Dispute Proceedings in accordance with the provisions of Section 135 of the BIA, including the 30-day deadline set forth in section 135, shall be deemed to accept the Notice of Disallowance as final and binding, and the Claimant shall be and is hereby forever barred from making or enforcing:

- (a) the Claim, on any basis, if a Notice of Disallowance disputing the Claim in whole was issued; or
- (b) the Excess Claim, if a Notice of Disallowance revising the Claim was issued;

and the Claim or Excess Claim shall be forever extinguished, barred and released, and the Claimant shall be deemed to have fully and finally released and discharged the Claim or Excess Claim.

19. **THIS COURT ORDERS** that, notwithstanding paragraphs 15 to 18 hereof, the Trustee is authorized to apply to the Court at any time for the purpose of seeking the Court’s determination of the validity of any Proof of Claim filed with the Trustee in the Claims Process.

#### **PAYMENT OF FURTHER NET EQUITY AMOUNTS**

20. **THIS COURT ORDERS** that the Trustee is authorized to send to each Unpaid Customer, in accordance with paragraph 25 hereof, a cheque payable to such Unpaid Customer in the amount of the Residual Amount of such Unpaid Customer along with the Unpaid Customer Letter (the “**Residual Amount Payment**”).

21. **THIS COURT ORDERS** that, in the event that the Residual Amount Payment is deposited, endorsed or otherwise negotiated by or for the benefit of the Customer named thereon, such Customer’s Net Equity shall be deemed to be credited by the amount of the Residual Amount Payment; provided that the deposit, endorsement or negotiation of the cheque by or for the benefit of the Customer shall be without prejudice to the ability of such Customer to assert a Revised Net Equity Claim or other Claim in accordance with the terms hereof.

22. **[intentionally deleted]**.

**GENERAL PROVISIONS**

23. **THIS COURT ORDERS** that the Trustee, in addition to its prescribed rights and obligations under the BIA and under the Bankruptcy Orders, is hereby directed and empowered to take such other actions and fulfill such other roles as are contemplated by this Claims Process Order.

24. **THIS COURT ORDERS** that the duties and responsibilities of the Customer Representative Counsel shall not include the representation of any Disputed Claimant in any Dispute Proceedings, provided that, for greater certainty, whether or not a Customer has opted-out in accordance with the Customer Representative order shall not affect its right to file a Proof of Claim or appeal a decision of the Trustee.

25. **THIS COURT ORDERS** that, except as otherwise set out herein, any notice or communication required to be delivered pursuant to the terms of this Claims Process Order shall be in writing and may be delivered by facsimile or electronic transmission, personal delivery, courier or, as necessary, by prepaid mail and, in the case of notices or communications to the Trustee, shall be addressed to the Trustee as follows:

KPMG INC., in its capacity as Trustee in Bankruptcy  
of MF Global Canada Co.  
333 Bay Street, Suite 4600  
Bay Adelaide Centre  
Toronto, Ontario  
Canada, M5H 2S5

Attention: MF Global Canada – Claims  
Telephone: 416-777-3666  
Toll Free Number: 1-866-602-6743  
Fax: 416-777-3364  
Email: [mfglobalcanada@kpmg.ca](mailto:mfglobalcanada@kpmg.ca)

26. **THIS COURT ORDERS** that, in the event that the day on which any notice or communication required to be delivered pursuant to the Claims Process is not a Business Day, then such notice or communication shall be required to be delivered on the next Business Day.

27. **THIS COURT ORDERS** that in the event of any strike, lock-out or other event which interrupts postal service in any part of Canada, all notices and communications during such

interruption may only be delivered by email, facsimile transmission, personal delivery or courier and any notice or other communication given or made by prepaid mail within the seven (7) day period immediately preceding the commencement of such interruption, unless actually received, shall be deemed not to have been delivered. All such notices and communications shall be deemed to have been received, in the case of notice by email, facsimile transmission, personal delivery or courier prior to 5:00 p.m. (local time) on a Business Day, when received, if received after 5:00 p.m. (local time) on a Business Day or at any time on a non-Business Day, on the next following Business Day, and in the case of a notice mailed as aforesaid, on the fourth Business Day following the date on which such notice or other communication is mailed.

### **PROTECTIONS FOR THE TRUSTEE**

28. **THIS COURT ORDERS** that: (a) in carrying out the terms of this Claims Process Order, the Trustee shall have all of the protections given to it by the BIA and as an officer of this Court, including the stay of proceedings in its favour; (b) the Trustee shall not incur any liability as a result of the carrying out of the provisions of this Claims Process Order, save and except for wilful misconduct and gross negligence; and (c) the Trustee shall be entitled to rely on the books and records of MF Global Canada and Third Party Records without independent investigation, and shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information.

### **PROTECTIONS FOR RBCDS**

29. **THIS COURT ORDERS** that RBCDS, its affiliates, successors, and assigns shall not incur any liability or responsibility whatsoever, for or in connection with any claim by any former Customer of MF Global Canada arising from, relating to or in connection with the following activities in respect of Transferred Accounts wherein the account holder had not made satisfactory arrangements with RBCDS with respect to their Transferred Account (the “**Authorized Activity**”):

<b>Type of Transferred Account</b>	<b>Authorized Activity</b>
<b>Non-Registered Accounts - cash only balances (corporate Customers)</b>	In the event that a Transferred Account had a cash only balance, if RBCDS issued a cheque for the account balance to the account holder and sent the cheque to the client’s last known

	address according to the books and records of MF Global Canada by ordinary mail (the “ <b>Cheque Issuing Process</b> ”).
<b>Transferred Accounts with cash only balances under \$100,000 in the name of individuals (i.e. non-corporate Customers)</b>	In the event that a Transferred Account had a cash only balance less than \$100,000, if RBCDS followed the Cheque Issuing Process.
<b>Transferred Accounts with cash only balances over \$100,000 in the name of individuals (i.e. non-corporate Customers)</b>	In the event that a Transferred Account had a cash only balance in excess of \$100,000, if RBCDS followed the Cheque Issuing Process after satisfying the following protocol: (i) the Customers presented themselves at any branch of RBCDS or Royal Bank of Canada; (ii) the Customers were asked to show copies of their MF Global Canada account statements and their photo identification (eg. valid driver's license or passport in the name of the account holder); and (iii) the Customers completed a form confirming their name and address.
<b>Transferred Accounts with equity and cash positions of \$5,000 or less</b>	In the event that the Transferred Account held marketable securities positions and the total value of the Customer's account was \$5,000 or less, RBCDS liquidated the securities positions in the account and followed the Cheque Issuing Process.

### **EXTENSION OF TIME TO SEND NOTICE OF MEETING**

30. **THIS COURT ORDERS** that the period for sending the prescribed notice required by section 102(1) of the BIA (the “**Bankruptcy Notice**”) be further extended to February 17, 2012.

31. **THIS COURT ORDERS** that, notwithstanding paragraph 11(b) of the Customer Representative Counsel Order, a copy of the Customer Representative Counsel Order need only be sent by the Trustee to the Excluded Customers on Part A of the Excluded Customer List.

32. **THIS COURT ORDERS** that, notwithstanding paragraph 23(b) of the Account Transfer Support and Vesting Order dated November 14, 2012, a copy of the Account Transfer Support and Vesting Order need only be sent by the Trustee to Excluded Customers on Part A of the Excluded Customer List.

**REPRESENTATIVE COUNSEL “OPT OUT” PERIOD**

33. **THIS COURT ORDERS** that paragraph 4 of the Customer Representative Counsel Order dated November 14, 2011 be and the same is hereby amended, *nunc pro tunc*, to extend the deadline for notifying the Customer Representative Counsel and the Trustee to “opt out” of representation from January 31, 2012 to March 31, 2012 such that paragraph 4 of the Customer Representative Order shall be deemed to read:

4. **THIS COURT ORDERS** that any individual Customer who does not wish to be represented by the Customer Representative Counsel and to be bound by this Order and all other related orders which may subsequently be made in these proceedings shall by March 31, 2012, notify the Customer Representative Counsel and the Trustee in writing by facsimile, mail or delivery, in the form attached as **Schedule “A”** hereto, and shall thereafter not be so represented and shall represent themselves as an independent individual party to the extent they wish to appear in the Proceedings.

**APPROVAL OF TRUSTEE’S ACTIVITIES AND TRUSTEE’S REPORT**

34. **THIS COURT ORDERS** that the Fourth Report and the activities of the Trustee as detailed in the Fourth Report, are hereby approved.

**DIRECTIONS**

35. **THIS COURT ORDERS** that the Trustee may, at any time, and with such notice as this Court may require, seek directions from the Court with respect to this Claims Process Order and the Claims Process set out herein, including the forms attached as Schedules thereto.

36. **THIS COURT ORDERS** that the foregoing terms of this Claims Process Order shall not restrict or in any way affect the right of the Trustee to apply to the Court for directions and/or declaratory relief with respect to any Claim in the estate of MF Global Canada.

ENTERED AT / INSCRIT A TORONTO  
ON / BOOK NO:  
TICERODANS LE REGISTRE NO.:

JAN 27 2012

## **SCHEDULE "A"**

### **NOTICE TO CUSTOMERS OF MF GLOBAL CANADA CO.**

#### **NOTICE OF CLAIMS BAR DATE FOR REVISED NET EQUITY CLAIMS AGAINST MF GLOBAL CANADA CO.**

NOTICE IS HEREBY GIVEN that, pursuant to an Order of the Ontario Superior Court of Justice made on January 27, 2012 (the "**Claims Process Order**"), a Claims Process was approved for determination of "revised net equity" claims of customers and claims of ordinary creditors against MF Global Canada Co.

**PROOFS OF CLAIM FOR REVISED NET EQUITY CLAIMS MUST BE FILED WITH THE TRUSTEE ON OR BEFORE 5:00 P.M. (TORONTO TIME) ON APRIL 10, 2012 (THE "CLAIMS BAR DATE"), FAILING WHICH ALL SUCH REVISED NET EQUITY CLAIMS WILL BE BARRED AND FOREVER EXTINGUISHED. THE CLAIMS BAR DATE ONLY APPLIES TO REVISED NET EQUITY CLAIMS, NOT TO ORDINARY CREDITOR CLAIMS.**

The Trustee will send a Claims Package to all known Customers and Creditors in accordance with the Claims Process Order. A copy of the Trustee's Claims Process Order, and all forms relating to the Claims Process can be found on the Trustee's website at: [www.kpmg.ca/mfglobalcanada](http://www.kpmg.ca/mfglobalcanada). Persons requiring further information regarding the Claims Process or claim documentation may contact the Trustee at:

KPMG INC., in its capacity as Trustee in Bankruptcy  
of MF Global Canada Co.  
333 Bay Street, Suite 4600  
Bay Adelaide Centre  
Toronto, Ontario  
Canada, M5H 2S5

Attention: MF Global Canada –Claims  
Telephone: 416-777-3666  
Toll Free Number: 1-866-602-6743  
Fax: 416-777-3364  
Email: [mfglobalcanada@kpmg.ca](mailto:mfglobalcanada@kpmg.ca)

## SCHEDULE "B-1"

**TO: Commodities Customers of MF Global Canada Co.**

KPMG Inc. was appointed as trustee in bankruptcy of MF Global Canada Co. pursuant to a Bankruptcy Order dated November 4, 2011 (the "**Date of Bankruptcy**").

Enclosed herewith is a copy of an account statement for your account at MF Global Canada Co. as at the Date of Bankruptcy (the "**Date of Bankruptcy Statement**") and November 30, 2011 (the "**November Month End Statement**").

In accordance with the *Bankruptcy and Insolvency Act*, claims against MF Global Canada Co. are to be determined as at the Date of Bankruptcy. As you are likely aware, the Trustee entered into arrangements with RBC Dominion Securities Inc. ("**RBCDS**") for the transfer of your account to RBCDS. The Trustee understands that, in connection with the transfer of your account, the value of the cash and securities shown on the Date of Bankruptcy Statement were transferred to RBCDS and allocated to your account (the "**Transfer Amount**"). Pursuant to an Order of the Ontario Superior Court of Justice (the "**Court**") dated November 14, 2011, the Transfer Amount is a credit against the net equity claim that you had against MF Global Canada Co. as at the Date of Bankruptcy. As a result, the books and records of MF Global Canada Co. indicate that your "net equity" claim has been fully paid and you do not have any further claim in the estate. This is confirmed in the November Month End Statement.

If you agree with the foregoing, no further action is required on your part. In the event that you believe that you have any additional claim(s) against MF Global Canada Co., you are required to file a Proof of Claim with the Trustee in accordance with the Claims Process Order issued by the Court on January 27, 2012. Any such Claim must be filed with the Trustee prior to the Claims Bar Date of May 10, 2012. As the Trustee does not anticipate that you will have a Claim, the Trustee has not included the Proof of Claim form or the Claims Process Order with this letter. Copies of the Claims Process Order and all applicable claims forms can be obtained from the Trustee upon request or by downloading the applicable claims form(s) from the Trustee's website: [www.kpmg.ca/mfglobalcanada](http://www.kpmg.ca/mfglobalcanada).

In the event that you have any questions in connection with the information contained in this letter or the Claims Process, you should first check the Trustee's Frequently Asked Questions posted on the Trustee's website or you can contact the Trustee directly at the contact particulars noted below.

Be advised that, in the event you intend to assert any additional claim against the estate, you must file a properly completed Proof of Claim with the Trustee prior to the Claims Bar Date or your claim will be forever barred and extinguished.

KPMG INC., in its capacity as Trustee in Bankruptcy  
of MF Global Canada Co.  
333 Bay Street, Suite 4600  
Bay Adelaide Centre  
Toronto, Ontario  
Canada, M5H 2S5  
Attention: MF Global Canada --Claims  
Telephone: 416-777-3666  
Toll Free Number: 1-866-602-6743  
Fax: 416-777-3364  
Email: [mfglobalcanada@kpmg.ca](mailto:mfglobalcanada@kpmg.ca)

## SCHEDULE "B-1x"

**TO: Customers of MF Global Canada Co. that are Excluded Customers under the Account Transfer and Support Agreement dated November 17, 2011 between KPMG Inc., in its capacity as trustee in bankruptcy of MF Global Canada Co (the "Trustee") and RBC Dominion Securities Inc. ("RBCDS")**

KPMG Inc. was appointed as Trustee pursuant to a Bankruptcy Order dated November 4, 2011 (the "**Date of Bankruptcy**"). Enclosed herewith are copies an account statement for your account at MF Global Canada Co. as at the Date of Bankruptcy (the "**Date of Bankruptcy Statement**") and November 30, 2011 (the "**November Month End Statement**").

[In accordance with the *Bankruptcy and Insolvency Act*, claims against MF Global Canada Co. are to be determined as at the Date of Bankruptcy. As you are aware, the Trustee has transferred certain accounts to RBC Dominion Securities Inc. The Trustee understands that, in connection with the transfer of your account, an interim balance of cash and securities with a value of \$• were transferred to RBCDS and allocated to your account (the "**Transfer Amount**"). The Transfer Amount is a credit against the "net equity" claim that you had against MF Global Canada Co. as at the Date of Bankruptcy. The books and records of MF Global Canada Co. indicate that your net equity claim in the estate is \$•. Of this amount, you continue to be owed the amount of \$•, being the difference between the net equity showing on the Date of Bankruptcy Statement and the Transfer Amount. This balance is accepted by the Trustee. However, we caution you to review the enclosed statements carefully to determine if there are any transactions that have not been recorded or are incorrectly recorded]

OR

[In accordance with the *Bankruptcy and Insolvency Act*, claims against MF Global Canada Co. are to be determined as at the Date of Bankruptcy. As a result of the lack of information relating to certain transactions in your account on foreign exchanges, the Trustee has been unable to make a preliminary determination of the net equity claim in respect of your account at MF Global Canada Co. The Trustee will provide further information to you with respect to your net equity calculation as soon as information becomes available. In the interim, the Trustee acknowledges that you have a conditional claim for net equity in the Claims Process.]

If you agree with the foregoing, no further action is required on your part. In the event that you believe that you have any additional claim(s) against MF Global Canada Co., you are required to file a Proof of Claim with the Trustee in accordance with the Claims Process Order issued by the Court on January 27, 2012. Any such Claim must be filed with the Trustee prior to the Claims Bar Date of May 10, 2012. Copies of the Claims Process Order and all applicable claims forms can be obtained from the Trustee upon request or by downloading the applicable claims form(s) from the Trustee's website: [www.kpmg.ca/mfglobalcanada](http://www.kpmg.ca/mfglobalcanada).

In the event that you have any questions in connection with the information contained in this letter or the Claims Process, you should first check the Trustee's Frequently Asked Questions posted on the Trustee's website or you can contact the Trustee directly at the contact particulars noted below.

Be advised that, in the event you intend to assert any additional claim against the estate, you must file a properly completed Proof of Claim with the Trustee prior to the Claims Bar Date or your claim will be forever barred and extinguished.

KPMG INC., in its capacity as Trustee in Bankruptcy  
of MF Global Canada Co.

333 Bay Street, Suite 4600  
Bay Adelaide Centre  
Toronto, Ontario  
Canada, M5H 2S5  
Attention: MF Global Canada –Claims  
Telephone: 416-777-3666  
Toll Free Number: 1-866-602-6743  
Fax: 416-777-3364  
Email: [mfglobalcanada@kpmg.ca](mailto:mfglobalcanada@kpmg.ca)

## SCHEDULE "B-2"

**TO: Equities Customers of MF Global Canada Co.**

KPMG Inc. was appointed as trustee in bankruptcy of MF Global Canada Co. pursuant to a Bankruptcy Order dated November 4, 2011 (the "**Date of Bankruptcy**").

Enclosed herewith is a copy of an account statement for your account at MF Global Canada Co. as at the Date of Bankruptcy (the "**Date of Bankruptcy Statement**") and November 30, 2011 (the "**November Month End Statement**").

In accordance with the *Bankruptcy and Insolvency Act* ("**BIA**"), claims against MF Global Canada are to be determined as at the Date of Bankruptcy. As you are likely aware, the Trustee entered into arrangements with RBC Dominion Securities Inc. ("**RBCDS**") for the transfer of your account to RBCDS. The Trustee understands that, in connection with the transfer of your account, the value of the cash and securities shown on the Date of Bankruptcy Statement were transferred to RBCDS and allocated to your account (the "**Transfer Amount**"). Pursuant to an Order of the Ontario Superior Court of Justice (the "**Court**") dated November 14, 2011, the Transfer Amount is a credit against the net equity claim that you had against MF Global Canada Co. as at the Date of Bankruptcy. In addition, the BIA authorizes the Trustee to make distributions of securities in kind. The Trustee has confirmed that all cash and securities in your account as at the Date of Bankruptcy were transferred to RBCDS. As a result, the books and records of MF Global Canada Co. indicate that your "net equity" claim has been fully paid and you do not have any further claim in the estate. This is confirmed in the November Month End Statement.

If you agree with the foregoing, no further action is required on your part. In the event that you believe that you have any additional claim(s) against MF Global Canada Co., you are required to file a Proof of Claim with the Trustee in accordance with the Claims Process Order issued by the Court on January 27, 2012. Any such Claim must be filed with the Trustee prior to the Claims Bar Date of May 10, 2012. As the Trustee does not anticipate that you will have a Claim, the Trustee has not included the Proof of Claim form or the Claims Process Order with this letter. Copies of the Claims Process Order and all applicable claims forms can be obtained from the Trustee upon request or by downloading the applicable claims form(s) from the Trustee's website: [www.kpmg.ca/mfglobalcanada](http://www.kpmg.ca/mfglobalcanada).

In the event that you have any questions in connection with the information contained in this letter or the Claims Process, you should first check the Trustee's Frequently Asked Questions posted on the Trustee's website or you can contact the Trustee directly at the contact particulars noted below.

Be advised that, in the event you intend to assert any additional claim against the estate, you must file a properly completed Proof of Claim with the Trustee prior to the Claims Bar Date or your claim will be forever barred and extinguished.

KPMG INC., in its capacity as Trustee in Bankruptcy  
of MF Global Canada Co.  
333 Bay Street, Suite 4600  
Bay Adelaide Centre  
Toronto, Ontario  
Canada, M5H 2S5  
Attention: MF Global Canada –Claims  
Telephone: 416-777-3666  
Toll Free Number: 1-866-602-6743  
Fax: 416-777-3364  
Email: [mfglobalcanada@kpmg.ca](mailto:mfglobalcanada@kpmg.ca)

## SCHEDULE "B-3"

### TO: Retail/Online FX Customers of MF Global Canada Co.

KPMG Inc. was appointed as trustee in bankruptcy of MF Global Canada Co. pursuant to a Bankruptcy Order dated November 4, 2011 (the "**Date of Bankruptcy**").

Pursuant to the FX Customer Payment Order of the Ontario Superior Court of Justice (the "**Court**") dated November 24, 2011, you were provided with a cheque in the amount of the Trustee's Net Equity Calculation for your FX account with MF Global Canada Co. (the "**Net Equity Payment**").

In accordance with the *Bankruptcy and Insolvency Act*, claims against MF Global Canada Co. are to be determined as at the Date of Bankruptcy. Pursuant to the FX Customer Payment Order, the Net Equity Payment is a credit against the net equity claim that you had against MF Global Canada Co. as at the Date of Bankruptcy. As a result, the books and records of MF Global Canada Co. indicate that your "net equity" claim has been fully paid and you do not have any further claim in the estate. This should be confirmed by viewing your online account statements and positions on the FXCM website.

If you agree with the foregoing, no further action is required on your part. In the event that you believe that you have any additional claim(s) against MF Global Canada Co., you are required to file a Proof of Claim with the Trustee in accordance with the Claims Process Order issued by the Court on January 27, 2012. Any such Claim must be filed with the Trustee prior to the Claims Bar Date of May 10, 2012. As the Trustee does not anticipate that you will have a Claim, the Trustee has not included the Proof of Claim form or the Claims Process Order with this letter. Copies of the Claims Process Order and all applicable claims forms can be obtained from the Trustee upon request or by downloading the applicable claims form(s) from the Trustee's website: [www.kpmg.ca/mfglobalcanada](http://www.kpmg.ca/mfglobalcanada).

In the event that you have any questions in connection with the information contained in this letter or the Claims Process, you should first check the Trustee's Frequently Asked Questions posted on the Trustee's website or you can contact the Trustee directly at the contact particulars noted below.

Be advised that, in the event you intend to assert any additional claim against the estate, you must file a properly completed Proof of Claim with the Trustee prior to the Claims Bar Date of May 10, 2012 or your claim will be forever barred and extinguished.

KPMG INC., in its capacity as Trustee in Bankruptcy  
of MF Global Canada Co.  
333 Bay Street, Suite 4600  
Bay Adelaide Centre  
Toronto, Ontario  
Canada, M5H 2S5

Attention: MF Global Canada –Claims  
Telephone: 416-777-3666  
Toll Free Number: 1-866-602-6743  
Fax: 416-777-3364  
Email: [mfglobalcanada@kpmg.ca](mailto:mfglobalcanada@kpmg.ca)

## SCHEDULE "B-4"

**TO: Corporate FX Customers of MF Global Canada Co.**

KPMG Inc. was appointed as trustee in bankruptcy of MF Global Canada Co. pursuant to a Bankruptcy Order dated November 4, 2011 (the "**Date of Bankruptcy**").

Pursuant to the FX Customer Payment Order of the Ontario Superior Court of Justice (the "**Court**") dated November 24, 2011, you were provided with a cheque in the amount of the Trustee's Net Equity Calculation for your FX account with MF Global Canada (the "**Net Equity Payment**").

In accordance with the *Bankruptcy and Insolvency Act*, claims against MF Global Canada are to be determined as at the Date of Bankruptcy. Pursuant to the FX Customer Payment Order, the Net Equity Payment is a credit against the net equity claim that you had against MF Global Canada Co. as at the Date of Bankruptcy. As a result, the books and records of MF Global Canada Co. indicate that your "net equity" claim has been fully paid and you do not have any further claim in the estate. This is confirmed by the account statement for your account dated November 4, 2011, and the calculation of the Net Equity Payment in Canadian dollars, copies of which are attached.

If you agree with the foregoing, no further action is required on your part. In the event that you believe that you have any additional claim(s) against MF Global Canada Co., you are required to file a Proof of Claim with the Trustee in accordance with the Claims Process Order issued by the Court on January 27, 2012. Any such Claim must be filed with the Trustee prior to the Claims Bar Date of May 10, 2012. As the Trustee does not anticipate that you will have a Claim, the Trustee has not included the Proof of Claim form or the Claims Process Order with this letter. Copies of the Claims Process Order and all applicable claims forms can be obtained from the Trustee upon request or by downloading the applicable claims form(s) from the Trustee's website: [www.kpmg.ca/mfglobalcanada](http://www.kpmg.ca/mfglobalcanada).

In the event that you have any questions in connection with the information contained in this letter or the Claims Process, you should first check the Trustee's Frequently Asked Questions posted on the Trustee's website or you can contact the Trustee directly at the contact particulars noted below.

Be advised that, in the event you intend to assert any additional claim against the estate, you must file a properly completed Proof of Claim with the Trustee prior to the Claims Bar Date of May 10, 2012 or your claim will be forever barred and extinguished.

KPMG INC., in its capacity as Trustee in Bankruptcy  
of MF Global Canada Co.  
333 Bay Street, Suite 4600  
Bay Adelaide Centre  
Toronto, Ontario  
Canada, M5H 2S5

Attention: MF Global Canada –Claims  
Telephone: 416-777-3666  
Toll Free Number: 1-866-602-6743  
Fax: 416-777-3364  
Email: [mfglobalcanada@kpmg.ca](mailto:mfglobalcanada@kpmg.ca)

## SCHEDULE "B-5"

**TO: Specific "Unpaid" Customers of MF Global Canada Co. whose Accounts were transferred to RBC Dominion Securities Inc. ("RBCDS")**

KPMG Inc. was appointed as trustee in bankruptcy of MF Global Canada Co. pursuant to a Bankruptcy Order dated November 4, 2011 (the "**Date of Bankruptcy**").

Enclosed herewith is a copy of an account statement for your account at MF Global Canada Co. as at the Date of Bankruptcy (the "**Date of Bankruptcy Statement**") and November 30, 2011 (the "**November Month End Statement**").

In accordance with the *Bankruptcy and Insolvency Act*, claims against MF Global Canada Co. are to be determined as at the Date of Bankruptcy. As you are likely aware, the Trustee entered into arrangements with RBCDS for the transfer of various accounts to RBCDS. The Trustee has confirmed that, in connection with the transfer of your account, cash and securities in an amount shown on the November Month End Statement were transferred to RBCDS and allocated to your account (the "**Transfer Amount**"). The Transfer Amount is a credit against the net equity claim that you had against MF Global Canada Co. as at the Date of Bankruptcy. The books and records of MF Global Canada Co. indicate that there is a residual amount of "net equity" due to you (the "**Residual Amount**"). Enclosed is a cheque for the Residual Amount due to you. The Residual Amount is equal to the difference between the value of your net equity and the Transfer Amount.

The value of your net equity as at the Date of Bankruptcy is indicated on the enclosed Date of Bankruptcy Statement (see the line for "Total Equity"). All post bankruptcy transactions are set out on the enclosed November Month End Statement.

The payment of the Residual Amount indicates to the Trustee that your "net equity" claim against the estate of MF Global Canada Co. has been fully satisfied and that you do not have any further claim in the estate.

If you agree with the foregoing, no further action is required on your part. In the event that you believe that you have any additional claim(s) against MF Global Canada Co., you are required to file a Proof of Claim with the Trustee in accordance with the Claims Process Order issued by the Court on January 27, 2012. Any Claim for a Revised Net Equity Amount must be filed with the Trustee prior to the Claims Bar Date of May 10, 2012. Copies of the Claims Process Order and all applicable claims forms can be obtained from the Trustee upon request or by downloading the applicable claims form(s) from the Trustee's website: [www.kpmg.ca/mfglobalcanada](http://www.kpmg.ca/mfglobalcanada).

In the event that you have any questions in connection with the information contained in this letter or the Claims Process, you should first check the Trustee's Frequently Asked Questions posted on the Trustee's website or you can contact the Trustee directly at the contact particulars noted below.

Be advised that, in the event you intend to assert a Revised Net Equity Claim against the estate, you must file a properly completed Revised Net Equity Proof of Claim with the Trustee prior to the Claims Bar Date of May 10, 2012 or your Revised Net Equity Proof of Claim will be forever barred and extinguished.

KPMG INC., in its capacity as Trustee in Bankruptcy  
of MF Global Canada Co.  
333 Bay Street, Suite 4600  
Bay Adelaide Centre  
Toronto, Ontario  
Canada, M5H 2S5

Attention: MF Global Canada –Claims  
Telephone: 416-777-3666  
Toll Free Number: 1-866-602-6743  
Fax: 416-777-3364  
Email: [mfglobalcanada@kpmg.ca](mailto:mfglobalcanada@kpmg.ca)

**SCHEDULE "C"**

Court File No. 31-0R-207854-T

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(IN BANKRUPTCY AND INSOLVENCY)**

**IN THE MATTER OF THE BANKRUPTCY OF  
MF GLOBAL CANADA CO.,  
OF THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO**

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**REVISED NET EQUITY PROOF OF CLAIM**

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**Instructions**

In order to have a valid Revised Net Equity Claim as a Customer of MF Global Canada Co., this Revised Net Equity Proof of Claim form must be properly completed and delivered to KPMG Inc. in its capacity as trustee in bankruptcy of MF Global Canada Co. (the "Trustee") prior to the Claims Bar Date (described below).

These instructions are provided to assist you in preparing the Revised Net Equity Proof of Claim form in a complete and accurate manner. **DO NOT LEAVE ANY SECTIONS OF THE FORM BLANK.**

General

- You must ensure that you include your complete name, address, telephone number and account number on the Revised Net Equity Proof of Claim form.
- The Revised Net Equity Proof of Claim form must be dated, signed personally by the individual completing it, and witnessed. The Revised Net Equity Proof of Claim form is incomplete UNLESS it has been signed and witnessed.
- If the individual completing the Revised Net Equity Proof of Claim form is not the Customer himself/herself, but is completing on behalf of a corporation, he/she must state his/her position or title.

Revised Net Equity Claims

"Net Equity" is defined in Section 253 of the *Bankruptcy and Insolvency Act* as:

“net equity” means, with respect to the securities account or accounts of a customer, maintained in one capacity, the net dollar value of the account or accounts, equal to the amount that would be owed by a securities firm to the customer as a result of the liquidation by sale or purchase at the close of business of the securities firm on the date of bankruptcy of the securities firm, of all security positions of the customer in each securities account, other than customer name securities reclaimed by the customer, including any amount in respect of a securities transaction not settled on the date of bankruptcy but settled thereafter, less any indebtedness of the customer to the securities firm on the date of bankruptcy including any amount owing in respect of a securities transaction not settled on the date of bankruptcy but settled thereafter, plus any payment of indebtedness made with the consent of the trustee after the date of bankruptcy;

In the event that you claim a net equity position that differs from the net equity amount which has been confirmed to you in the attached letter from the Trustee from the books and records of MF Global Canada Co. you must provide all of the particulars of your Revised Net Equity Claim and attach all supporting documentation giving rise to the Revised Net Equity Claim

The Revised Net Equity Proof of Claim form is incomplete unless you include a statement (marked as “Schedule “A”) setting out particulars of the Revised Net Equity Claim. You must acknowledge receipt of and account for any Net Equity Payment provided to you by the Trustee or Transfer Amount (the value of the cash and securities transferred to RBC Dominion Securities Inc. with respect to your account) received prior to the date hereof as a credit against any Revised Net Equity Claim.

**A. Particulars of Customer**

1. Full Legal Name: \_\_\_\_\_
2. Full Mailing Address:  
\_\_\_\_\_  
\_\_\_\_\_
3. Account Number: \_\_\_\_\_
4. Telephone Number: \_\_\_\_\_
5. Facsimile Number: \_\_\_\_\_
6. E-mail Address: \_\_\_\_\_
7. Attention (Contact Person): \_\_\_\_\_

**B. Proof of Revised Net Equity Claim**

I, \_\_\_\_\_ [name of Customer or Representative of Customer], of \_\_\_\_\_ (City, Province) do hereby certify:

- (a) that I *[tick one]*

am the Customer of MF Global Canada Co.; OR

am \_\_\_\_\_ (state position or title)

of

\_\_\_\_\_ (name of Customer)

(b) that I have knowledge of all of the circumstances connected with the Revised Net Equity Claim referred to below;

(c) the Claimant asserts its claim against Mf Global Canada Co. for the following additional amount of "net equity":

\$ \_\_\_\_\_ [insert \$ value of Revised Net Equity Claim]

**(Note:** Claims should be calculated in US dollars if the reference transactions relate to US dollars, and should be calculated in Canadian dollars if the reference transactions are in any other currency, including Canadian dollars. Currencies will be converted in accordance with the Claims Process Order.)

**D. Particulars of Revised Net Equity Claim:**

The Particulars of the undersigned's total Revised Net Equity Claim are set out in the attached Schedule "A".

**E. Filing of Revised Net Equity Proof of Claim**

This Revised Net Equity Proof of Claim must be received by the Trustee no later than 5:00 p.m. (Toronto time) on the Claims Bar Date of May 10, 2012, by facsimile transmission, personal delivery, courier or prepaid mail at the following address:

KPMG INC., in its capacity as Trustee in Bankruptcy  
of MF Global Canada Co.  
333 Bay Street, Suite 4600  
Bay Adelaide Centre  
Toronto, Ontario  
Canada, M5H 2S5

Attention: MF Global Canada –Claims  
Telephone: 416-777-3666  
Toll Free Number: 1-866-602-6743  
Fax: 416-777-3364  
Email: [mfglobalcanada@kpmg.ca](mailto:mfglobalcanada@kpmg.ca)

Failure to file your Revised Net Equity Proof of Claim as directed by 5:00 p.m. (Toronto time) on May 10, 2012 (the Claims Bar Date) will result in your Revised Net Equity Claim being barred and you will be prohibited from making or enforcing the Revised Net Equity Claim against the estate of MF Global Canada Co.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Name and address of Witness:

\_\_\_\_\_

\_\_\_\_\_

Witness Signature

Name of Customer

\_\_\_\_\_

Per: \_\_\_\_\_

**SCHEDULE "D"**

Court File No. 31-OR-207854-T

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(IN BANKRUPTCY AND INSOLVENCY)**

**IN THE MATTER OF THE BANKRUPTCY OF  
MF GLOBAL CANADA CO.,  
OF THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO**

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**CREDITOR PROOF OF CLAIM**

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**Instructions**

In order to have a valid Claim as a Creditor of MF Global Canada Co., this Creditor Proof of Claim form must be properly completed and delivered to KPMG Inc. in its capacity as trustee in bankruptcy of MF Global Canada Co. (the "Trustee").

These instructions are provided to assist you in preparing the Creditor Proof of Claim form in a complete and accurate manner. DO NOT LEAVE ANY SECTIONS OF THE FORM BLANK.

General

- You must ensure that you include your complete name, address, telephone number and account number on the Creditor Proof of Claim form.
- The Creditor Proof of Claim form must be dated, signed personally by the individual completing it, and witnessed. The Creditor Proof of Claim form is incomplete UNLESS it has been signed and witnessed.
- If the individual completing the Creditor Proof of Claim form is not the Creditor himself/herself, but is completing on behalf of a corporation, he/she must state his/her position or title.

**I. Particulars of Creditor**

1. Full Legal Name: \_\_\_\_\_

2. Full Mailing Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Account Number: \_\_\_\_\_
4. Telephone Number: \_\_\_\_\_
5. Facsimile Number: \_\_\_\_\_
6. E-mail Address: \_\_\_\_\_
7. Attention (Contact Person): \_\_\_\_\_

## II. Proof of Claim

### THE UNDERSIGNED CERTIFIES AS FOLLOWS:

1. That I am a creditor of the above named debtor, (*or That I am , of*)).
2. That I have knowledge of all the circumstances connected with the claim referred to in this form.
3. That MF Global Canada Co. was, at the date of bankruptcy, namely the 4<sup>th</sup> day of November, 2011, and is still indebted to the above named creditor (referred to in this form as the "creditor") in the sum of \$ \_\_\_\_\_, as shown by the statement of account attached hereto and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled.

**(Note:** Claims should be calculated in Canadian dollars using the noon spot rate of the Bank of Canada as of November 4, 2011. Currencies will be converted in accordance with the Claims Process Order and a schedule of FX conversion rates is posted on the Trustee's website: [www.kpmg.ca/mfglobalcanada](http://www.kpmg.ca/mfglobalcanada))

4. (*Check and Complete appropriate category*).

#### A. UNSECURED CLAIM

That in respect of the said debt, I do not hold any assets of the debtor as security and  
(*check appropriate description*)

- ( ) I do not claim a right to a priority
- ( ) I claim a right to a priority under Section 136 of the *Bankruptcy and Insolvency Act* (*Set out on an attached schedule details to support the priority claim*).

#### B. SECURED CLAIM

That in respect of the said debt, I hold assets of the debtor valued at \$ \_\_\_\_\_ as security, particulars of which are as follows:

(*Give full particulars of the security, including the date on which the security was given and the value at which the creditor assesses the security, and attach a copy of the security documents*).

**C. CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST**

That I hereby make a claim under subsection 81.2(1) of the *Bankruptcy and Insolvency Act* for the unpaid amount of \$ *(Attach a copy of the sales agreement and delivery documents)*.

**D. CLAIM BY WAGE EARNER OF \$ \_\_\_\_\_**

- That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$ \_\_\_\_\_
- That I hereby make a claim under subsection 81.4(8) of the Act in the amount of \$ \_\_\_\_\_

*(Give full particulars of the claim, including the calculations upon which the claim is based.)*

**E. CLAIM BY EMPLOYEE FOR UNPAID AMOUNT REGARDING PENSION PLAN OF \$ \_\_\_\_\_**

- That I hereby make a claim under subsection 81.5 of the Act in the amount of \$ \_\_\_\_\_
- That I hereby make a claim under subsection 81.6 of the Act in the amount of \$ \_\_\_\_\_

*(Give full particulars of the claim, including the calculations upon which the claim is based.)*

5. That to the best of my knowledge and belief, I am *(or the above named creditor is)* *(or am not or is not)* related to the debtor within the meaning of Section 4 of the *Bankruptcy and Insolvency Act*.

6. That the following are the payments that I have received from and the credits that I have allowed to the debtor within the three months *(or, if the creditor and the debtor are related within the meaning of Section 4 of the Bankruptcy and Insolvency Act, within the 12 months)* immediately preceding the date of bankruptcy:

*(Provide details of payments and credits).*

**III. Filing of Claim**

This Creditor Proof of Claim must be returned to and received by the Trustee at the following address:

KPMG INC., in its capacity as Trustee in Bankruptcy  
of MF Global Canada Co.  
333 Bay Street, Suite 4600  
Bay Adelaide Centre  
Toronto, Ontario  
Canada, M5H 2S5

Attention: MF Global Canada –Claims  
Telephone: 416-777-3666  
Toll Free Number: 1-866-602-6743  
Fax: 416-777-3364  
Email: [mfglobalcanada@kpmg.ca](mailto:mfglobalcanada@kpmg.ca)

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Name and address of Witness:  
  
\_\_\_\_\_  
  
\_\_\_\_\_

Witness Signature  
  
\_\_\_\_\_

Name of Creditor  
  
Per: \_\_\_\_\_

**SCHEDULE "E"**

Court File No. 31-OR-207854-T

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(IN BANKRUPTCY AND INSOLVENCY)**

**IN THE MATTER OF THE BANKRUPTCY OF  
MF GLOBAL CANADA CO.,  
OF THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO**

**NOTICE OF DISALLOWANCE (OR PARTIAL DISALLOWANCE)**

Name of Claimant: \_\_\_\_\_

Reference#: \_\_\_\_\_

Pursuant to the Claims Process Order of the Honourable Justice Campbell, dated January ■, 2012, KPMG Inc., in its capacity as trustee in bankruptcy of MF Global Canada Co., hereby gives you notice that it has reviewed your Proof of Claim or Revised Net Equity Proof of Claim and has disallowed your Claim in full (or has partially disallowed your Claim for \$■ and accepted your Claim in the amount of \$■.

Reason for Disallowance (or Partial Disallowance)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AND TAKE FURTHER NOTICE** that if you are dissatisfied with our decision in disallowing your claim, you may appeal to the Court within the 30-day period after the day on which this notice is served or sent, or within such period as the Court may, on application made within the

30-day period, allow, failing which, the above-referenced disallowance of your claim shall be final and conclusive.

A copy of the Claims Process Order and copies of all necessary forms can be found at: [www.kpmg/ca/mfglobalcanada](http://www.kpmg/ca/mfglobalcanada).

Address for Service:

KPMG INC., in its capacity as Trustee in Bankruptcy  
of MF Global Canada Co.  
333 Bay Street, Suite 4600  
Bay Adelaide Centre  
Toronto, Ontario  
Canada, M5H 2S5

Attention: MF Global Canada –Claims  
Telephone: 416-777-3666  
Toll Free Number: 1-866-602-6743  
Fax: 416-777-3364  
Email: [mfglobalcanada@kpmg.ca](mailto:mfglobalcanada@kpmg.ca)

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

KPMG INC., in its capacity as Trustee in Bankruptcy  
of MF Global Canada Co.

Per: \_\_\_\_\_

**IN THE MATTER OF THE BANKRUPTCY OF MF GLOBAL CANADA CO., OF THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO**

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(IN BANKRUPTCY AND INSOLVENCY)**  
PROCEEDINGS COMMENCED AT TORONTO

**CLAIMS PROCESS ORDER**

**BORDEN LADNER GERVAIS LLP**  
Barristers and Solicitors  
Scotia Plaza, 40 King Street West  
Toronto, Ontario, M5H 3Y4

**CRAIG J. HILL**  
Tel: (416) 367-6156  
Fax: (416) 361-7301  
(LSUC #31888K)

Lawyers for KPMG Inc., in its capacity as trustee in  
bankruptcy of MF Global Canada Co.

TOR01: 4821308: v3