

September 28, 2006

VIA E-MAIL

The Secretary to the Commission,
Ontario Securities Commission
Suite 1800, Box 55
20 Queen Street West
Toronto, ON M5H 3S8
TDX #76

Dear Sir:

Re: Atlas Cold Storage Income Trust – Application under Section 127 of the *Securities Act* (Ontario)

Eimskip Atlas Canada, Inc. (the "Offeror") has made an offer (the "Offer") to purchase all of the outstanding trust units (the "Units") of Atlas Cold Storage Income Trust ("Atlas"). KingStreet Real Estate Growth LP No. 2 ("KingStreet") and Avion Group HF ("Avion") are acting jointly and in concert with the Offeror in connection with the Offer, as set out in the Avion take-over bid circular dated August 17, 2006 (the "Avion Circular"). This application is made on behalf of the Offeror, KingStreet and Avion (collectively, the "Applicants"). As we have previously advised, Bennett Jones LLP is acting as counsel to the Offeror and to KingStreet, and Goodmans LLP is acting as counsel to Avion.

The Applicants request that the Ontario Securities Commission (the "OSC") conduct a hearing by no later than October 5, 2006, to determine whether it is in the public interest under section 127 of the *Securities Act* (Ontario), R.S.O. 1990, c. S.5 (the "Act") that the following orders be made in respect of the unitholder rights plan adopted by Atlas dated as of August 4, 2006 (the "Unitholder Rights Plan"):

- (a) a permanent order pursuant to section 127 of the Act that trading cease in respect of the securities issued, or to be issued, under or in connection with the Unitholder Rights Plan, including without limitation, in respect of the rights issued, or to be issued, under the Unitholder Rights Plan (the "Rights") and any Units of Atlas to be issued upon the exercise of the Rights;

- (b) to the extent necessary, a temporary order pursuant to section 127(5) of the Act suspending the operation of the Unitholder Rights Plan, or providing that any Rights that have been or may be issued under the Unitholder Rights Plan shall not separate from the Units or become exercisable or trade separately from the Units until such time as the matters raised in this request for a hearing have been finally disposed of by the OSC; and
- (c) such further and other orders as the OSC deems appropriate in public interest.

I. SUMMARY OF THE APPLICANTS' POSITION

The Applicants submit that it is in the public interest that the Unitholder Rights Plan be terminated immediately, and any Rights issued pursuant to the Unitholder Rights Plan be cease traded, for the following reasons:

- (a) The Offer was announced on August 3, 2006. It has thus been outstanding for 57 days now, and will have been outstanding for 64 days by the time the Offer is scheduled to expire on October 6, 2006, having been extended once already. The formal Offer, as set out in the Avion Circular, now has been outstanding for 42 days, and will have been outstanding for 50 days by the time the Offer is scheduled to expire. The time period thus exceeds the statutory minimum period prescribed by the Act by a substantial margin, and is longer than elapsed time periods for virtually every other bid considered by the OSC and other Commissions in the past (see Chart attached);
- (b) The Unitholder Rights Plan is an entirely tactical poison pill, which was adopted solely as a result of, and the very next day following, the announcement of the Offer. The Unitholder Rights Plan contains provisions that cause significant dilution effects that result in the blocking of Non-Permitted Bids as defined in the Unitholder Rights Plan. The continued operation of this plan constitutes an improper defensive tactic and is contrary to public interest; and
- (c) Even if the Unitholder Rights Plan were not abusive and unlawful, there is no reason to allow the plan to continue. The Unitholder Rights Plan was adopted on August 4, 2006, with the stated purpose of ensuring "that the Board of Trustees will have sufficient time to properly develop and pursue alternatives that could maximize value for the Trust's unitholders." There will have been more than sufficient time to conduct an auction process and to solicit other bids or to complete a review of any other "value maximization alternatives". The Board of Trustees' efforts have not produced any such alternatives – to the point where Atlas cannot even promise its Unitholders an update until "mid-October" (as stated in a press release issued by Atlas on September 21, 2006). It is just and appropriate to allow Unitholders to determine for themselves whether they want to tender their Units pursuant to the Offer.

II. SUMMARY OF MATERIAL FACTS

The Parties

1. The Offeror is a private company incorporated under the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44. The Offeror was incorporated for the purpose of making the Offer and has not carried on any business other than that incidental to making the Offer. The Offeror is a wholly-owned indirect subsidiary of Avion. The Offeror's head and registered offices are located at Toronto, Ontario. The authorized share capital of the Offeror is an unlimited number of common shares.
2. Avion is a limited liability company domiciled in Iceland. It was formed to invest in the transportation industry and currently has three business divisions: shipping and logistics; aviation services; and charter and leisure. Its head and registered offices are located at Kopavogur, Iceland.
3. KingStreet is a private investment fund formed under the laws of Manitoba. Its general partner is KingStreet Real Estate Growth GP No. 2 Inc. KingStreet's head and registered offices are located at Toronto, Ontario.
4. Atlas is an income trust established under the laws of the Province of Ontario. Atlas Cold Storage Holdings Inc. ("Atlas Holdings") is the administrator and operating entity of Atlas. Through Atlas Holdings, Atlas operates a Canadian and United States based network of public refrigerated warehouse facilities providing temperature controlled storage, a transportation management services business and a third party logistics management services business. The head and registered offices of Atlas are located at Toronto, Ontario. The Units are listed on the Toronto Stock Exchange (the "TSX"). Atlas is authorized to issue an unlimited number of Units and, as at June 30, 2006, 62,950,869 Units were issued and outstanding (65,507,326 on a fully-diluted basis).
5. As of the date hereof, the Offeror does not beneficially own any Units or any securities convertible or exchangeable for Units. Avion beneficially owns 6,177,000 Units, representing approximately 9.4% of the issued and outstanding Units calculated on a fully-diluted basis. KingStreet and its affiliates beneficially own or exercise control or direction over 2,845,200 Units, representing approximately 4.3% of the issued and outstanding Units on a fully-diluted basis.
6. The basis upon which Avion and KingStreet agreed to proceed in respect of the Offer was set forth in a letter of understanding between them dated July 21, 2006 (the "Letter Agreement"). Among other matters, the parties agreed upon: (i) the structure of the Offer; (ii) the financing of the Offeror; (iii) their mutual financial obligations in respect of the costs if the Offer was not successful (KingStreet and Avion are responsible for 30% and 70% respectively); (iv) the exclusivity arrangements between themselves for 12 months following the date of the letter pursuant to which each agreed that it would not contact or approach or deal directly with Atlas or cause or assist to facilitate any contact or approach or other dealing except through the Offeror in accordance with the provisions

of the letter; (v) the selection of counsel; and (vi) mutual indemnifications if either party breaches the provisions of the Letter Agreement.

7. Under the terms of a lock-up agreement between the Offeror, Avion and KingStreet, dated August 3, 2006 (the "Lock-up Agreement"), Avion agreed to cause the Offeror to make the Offer no later than August 31, 2006, and Avion and KingStreet both agree to unconditionally and irrevocably accept the Offer in respect of all Units owned or controlled by them.
8. Collectively, Avion and KingStreet beneficially own approximately 13.7% of the outstanding Units (13.4% on a fully-diluted basis). While the Offer is technically an "insider bid", it is exempt from the requirement under OSC Rule 61-501 and Regulation Q-27 of the Autorité des marchés financiers to prepare a valuation of Atlas on the basis that the Offeror has no knowledge of any material non-public information regarding Atlas. The Offeror has also obtained a waiver of the valuation requirement from the provinces of Canada whose securities legislation imposes such a requirement.

Chronology

9. On July 21, 2006 Avion and KingStreet entered into the Letter Agreement, under which Avion agreed to form a corporation (the Offeror) for the purposes of making the Offer.
10. On August 3, 2006 Avion announced its intention to make a take-over bid to acquire all the outstanding Units of Atlas at a price of C\$7.00 cash per Unit. The aggregated cost of the Offer including transaction costs, will be approximately C\$585 million.
11. On August 4, 2006, Atlas announced that the Board of Trustees of Atlas and the Board of Directors of Atlas Holdings met that day to initially review Avion's August 3, 2006 announcement. Atlas also announced that the Board of Trustees had approved the adoption of the Unitholder Rights Plan, effective August 4, 2006.
12. On August 11, 2006, Atlas announced that, in connection with the Unitholder Rights Plan, it had been advised by the TSX that the TSX would be deferring its consideration of the acceptance for filing of the Unitholder Rights Plan until Atlas could confirm that it is not aware of any pending or threatened take-over bid, or until the TSX is satisfied that the OSC will not intervene in any take-over bid for Atlas.
13. On August 17, 2006, the Applicants made the Offer and mailed the Avion Circular. The details of the Offer and the disclosure within the Avion Circular are described in greater detail below.
14. On August 31, 2006, the Board of Trustees of Atlas formally responded to the Offer. In the Trustee's Circular dated August 30, 2006 (the "Trustees' Circular"), the Board unanimously recommended that the Unitholders reject the Offer and not tender their Units.
15. On September 21, 2006, Avion announced that the Offer would be extended to October 6, 2006. In its response, issued the same day, Atlas reiterated its refusal to support the

Offer and stated that Atlas is in continuing discussions with interested third parties. However, Atlas did not provide any details of the status of these discussions and would not even promise Unitholders an update until "mid-October".

The Offer

16. On August 17, 2006, Avion made a formal offer to acquire all outstanding Units of Atlas for a price of C\$7.00 per Unit. The Offer represents a premium of approximately 12%, based on the closing price of the Units on August 2, 2006.
17. The Offer was commenced on August 17, 2006 by delivery of the Avion Circular to holders of Units and was filed with Canadian securities regulatory authorities on the same day. The Offer was initially open for acceptance for 35 calendar days.
18. On September 21, 2006, the Offer was extended to October 6, 2006 – 64 days after the initial announcement and 50 days after the formal bid was made.
19. The Offer is subject to customary conditions including: (i) there having been deposited under the Offer and not withdrawn, a number of Units which (together with any Units held by or on behalf of the Offerer or any joint offerors) constitute at least 66 2/3% of the Units, on a fully-diluted basis; and (ii) having obtained all government and regulatory approvals which Avion considers necessary.
20. The Offer is fully financed with senior secured credit facilities provided by RBC Capital Markets, CIBC World Markets Inc., KingStreet, SITQ (a subsidiary of Caisse de depot et placement du Québec) and Avion.

The Unitholder Rights Plan

21. On August 4, 2006, Atlas announced that the Board of Trustees had approved the adoption of the Unitholder Rights Plan, effective August 4, 2006. The Unitholder Rights Plan will remain in effect for a period of six months from its effective date of August 4, 2006. The Unitholder Rights Plan has not been submitted for the approval of the Unitholders.
22. The Unitholder Rights Plan attaches one "Right" to purchase securities to each Unit issued and outstanding as of August 4, 2006 and any Units issued thereafter.
23. The Unitholder Rights Plan is inapplicable to a "Permitted Bid", which is a take-over bid made by way of a take-over bid circular where (i) the bid is made for all outstanding Units (except those held by the offeror); (ii) the bid is open for at least 60 days; (iii) the bid does not allow Units tendered pursuant to the bid to be taken up unless more than 50% of the Units (except those held by the bidder, its affiliates, persons acting in concert or jointly with the bidder and certain employee plans) have been tendered pursuant to the bid; and (iv) the bid provides that if the condition in (iii) is met, that fact will be publicly announced and the bid will be extended for at least 10 business days.

24. The Offer either meets, or functionally meets, all of the elements of a Permitted Bid: (i) the Offer has been made for all outstanding Units; (ii) while the Offer has not been outstanding for 60 days, more than 60 days having elapsed from the original announcement; (iii) the Offer is conditional on there having been validly deposited under the Offer and not withdrawn at least 66 2/3% of the Units outstanding on a fully-diluted basis; and (iv) the Offeror has expressed its intention to acquire, directly or indirectly, all of the remaining Units not deposited under the Offer.
25. The Unitholder Rights Plan contains provisions that trigger the significant dilution effects upon a person becoming an Acquiring Person¹ after August 4, 2006 (a "Flip-in Event"). The dilution of the Flip-in Event is achieved by the Rights - other than those held by an Acquiring Person - becoming exercisable to purchase Units at a 50% discount to the market price.

III. THE APPLICANTS' SUBMISSIONS

26. The Applicants submit that the OSC should exercise its public interest jurisdiction under section 127 of the Act to cease trade the Unitholder Rights Plan. Contrary to National Policy 62-202, *Take-Over Bids – Defensive Tactics* ("NP 62-202"), the Unitholder Rights Plan denies or severely limits Unitholders' ability to respond to the Offer.

The Unitholder Rights Plan is Abusive and Should be Suspended

27. While rights plans may perform a useful function in limited cases, they are "rightly scrutinized with suspicion": *Re Cara Operations Ltd.* (2002), 25 O.S.C.B. 7997 at para. 52. This is particularly so when a rights plan is tactical, when it has not been submitted to securityholders for approval, and when its objective to solicit competing bids has failed. All of these factors are present in this case.
28. Since the very first decision of the OSC in respect of the challenge of a rights plan in 1992 (*Re Canadian Jorex Limited and Manville Oil & Gas Ltd.*) securities commissions throughout Canada have consistently acknowledged that, whether or not the rights plan originally served securityholders' interests, at some point, it must be set aside to allow securityholders to determine whether or not to tender their securities.
29. Specifically, section 1(2) of NP 62-202 notes the concern that defensive measures taken by a board of directors can ultimately defeat shareholders' interests:

The primary objective of the take-over bid provisions of Canadian securities legislation is the protection of the bona fide interests of the shareholders of the target company. A secondary objective is to provide a regulatory framework within which take-over bids may proceed in an open and even-handed environment. The take-over bid provisions should favour neither the offeror nor the management of the target company, and should leave the shareholders of the target company free to make a fully informed

¹ Defined in the Unitholder Rights Plan as a person who beneficially owns 20% or more of the outstanding Units, but does not include Atlas or its subsidiaries or a person who becomes beneficial owner through an exempt transaction, including acquisitions pursuant to a "Permitted Bid".

decision. The Canadian securities regulatory authorities are concerned that certain defensive measures taken by management of a target company may have the effect of denying to shareholders the ability to make such a decision and of frustrating an open take-over bid process. (emphasis added)

30. Similarly, section 1(6) of NP 62-202 states:

The Canadian securities regulatory authorities appreciate that defensive tactics, including those that may consist of some of the actions listed in subsection (4), may be taken by a board of directors of a target company in a genuine attempt to obtain a better bid. Tactics that are likely to deny or limit severely the ability of the shareholders to respond to a take-over bid or a competing bid may result in action by the Canadian securities regulatory authorities.

31. While all rights plans must be considered in the context of the particular facts of the situation, the OSC has set out a series of factors that it will consider in determining whether a rights plan should be allowed to continue. Specifically, the OSC has considered the following non-exhaustive list of factors to be relevant (*Re Royal Host Real Estate Investment Trust* (1999), 22 O.S.C.B. 7819; *Re Falconbridge Ltd.* (2006), 29 OSCB 6783):

- (a) whether securityholder approval of the rights plan was obtained;
- (b) when the plan was adopted;
- (c) whether there is broad securityholder support for the continued operation of the plan;
- (d) the size and complexity of the target;
- (e) the other defensive tactics, if any, implemented by the target;
- (f) the number of potential, viable offerors;
- (g) the steps taken by the target to find an alternative bid or transaction that would be better for the securityholders;
- (h) the likelihood that, if given further time, the target will be able to find a better bid or transaction;
- (i) the nature of the bid, including whether it is coercive or unfair to the securityholders of the target;
- (j) the length of time since the bid was announced and made; and
- (k) the likelihood that the bid will not be extended if the rights plan is not terminated.

Application to the Facts

32. Several of these factors are relevant in the present case, and demonstrate that the Unitholder Rights Plan is unfairly depriving Unitholders the right to tender their Units to the Offer:

- (a) *No Unitholder Approval of the Unitholder Rights Plan / Unitholder Rights Plan was a Tactical Response to the Offer / No Evidence of Unitholder Support for Unitholder Rights Plan*

In *Cara, supra*, the OSC stated that "if a plan does not have shareholder approval, it generally will be suspect as not being in the best interest of the shareholders". Similarly, the OSC stated in *Re CW Shareholdings Inc.* (1998), 21 O.S.C.B. 2899 that where a plan does not have shareholder approval, it is "at the very least, necessary for the target company to demonstrate that it was necessary to do so because of the coercive nature of the bid or some other very substantial unfairness or impropriety."

In the present case, the Atlas board adopted the Unitholder Rights Plan without obtaining Unitholder approval. The Unitholder Rights Plan was adopted on August 4, 2006, being the very next day following the announcement by the Offeror of its intention to make a take-over bid. The Unitholder Rights Plan is therefore clearly designed in reaction to the Offer and fundamentally a defensive tactic, rather than a device that is necessary to promote and enhance the interests of Unitholders. In addition, there is no evidence of any Unitholder support for the Unitholder Rights Plan.

- (b) *Atlas is Not Too Complex for Potential Bidders to Evaluate in a Timely Manner*

The size and complexity of the target is important in terms of how difficult and time consuming it would be for a potential bidder to value the company: *Falconbridge, supra* and *Re. Chapters Inc.* (2001), 24 OSCB 1657. The amount of due diligence required to value the target and the availability of reasonably up-to-date valuations and information are relevant in making this determination: *Royal Host, supra*.

The structure of Atlas is not overly complex, such that it would be difficult for other potential bidders to value the trust. Although the capital structure of Atlas includes several securities of Atlas and/or Atlas Holdings which are convertible into Units, each of these convertible securities is structured to be the economic equivalent of a Unit and, as such, valuing the Units (on a diluted basis) is no more complex than valuing a single security structure.

Atlas has indicated in the Trustees' Circular that it has provided and will continue to provide access to confidential information in order to assist potential bidders (Trustee Circular, pp. 8 and 10). Atlas has prepared a data room to permit interested parties to review Atlas' confidential information.

Atlas is not operating in a complex regulatory environment. Indeed, Atlas' current annual information form devotes only a single paragraph to its regulatory compliance (other than disclosure regarding securities law requirements of general application), in which Atlas states that "ACSHI believes that it is in material compliance with all applicable environmental laws and regulations, and that compliance has not had a material adverse effect on ACSHI's operations or financial condition. Although the likely future impact of environmental laws and regulation on ACSHI's operations and financial condition cannot be precisely determined, management does not anticipate that such impact, if any, will be material."

(c) *Atlas Has No Other Potential, Viable Offerors / Further Time Will Not Result in a Better Bid or Transaction*

As stated in the Trustee Circular, Atlas has made contact with certain unnamed parties, and entered into confidentiality and standstill agreements. Atlas claims to be engaged in discussions designed to bring forward alternative bids. Atlas has stated that it is using its financial advisors to assist in locating rival bidders.

Notwithstanding the efforts of Atlas and its financial advisors, as of the date of this letter – 55 days after the Offer was announced – no other offers have surfaced. While Atlas stated in a news release issued September 21, 2006 that it was having discussions with third parties who are interested in Atlas and its assets, the Board is not willing even to give an "update" on those negotiations to Unitholders until "mid-October."

This is not a sufficient expression of a "real or substantial interest" (*BGC Acquisitions Inc., Re.*, [1999] 25 B.C.S.C.W.S. 44) or evidence of a "reasonable possibility" (*Royal Host, supra*) that a rival bidder will emerge, that would be necessary to continue to deprive Unitholders of a meaningful choice to accept or reject the Offer.

(d) *The Offeror's Bid is not Coercive or Unfair to Atlas' Unitholders*

There is nothing improper, coercive or unfair about the Offer. The Offer is an all-cash bid for 100% of the outstanding Units (including Units issued on the conversion or exchange of securities in Atlas Holdings). The Offer represents a multiple of 11.1 times Atlas' trailing twelve months' (ended June 30, 2006) earnings before interest, tax, depreciation and amortization, which is more than double the 5.4 time multiple paid by Versacold Income Fund for P&O Cold Logistics, in November 2005 (a recent transaction in the cold storage industry).

As well, the Offeror has expressed its intention to acquire, directly or indirectly, all of the remaining Units not deposited under the Offer. As a result, any Unitholder who does not tender to the Offer will still be able to receive the equivalent consideration for his, her, or its Units.

At page 9 of the Trustees' Circular, Atlas suggests that the Offer is coercive because it does not comply with the requirement under the Unitholder Rights Plan that a Permitted Bid be open for 60 days. However, the OSC has made clear in *Royal Host* that the failure to comply with all terms of a permitted bid, particularly as required by a tactical poison pill, does not make an offer coercive:

Finally, despite CHIP's argument that the Royal Host bid was coercive and unfair, we were satisfied that there was nothing coercive, unfair or improper about it. The deficiencies in Royal Host's Offering Circular were corrected by Royal Host's Notice of Change; the potential adverse tax consequences and the uncertainty with regard to the form of a subsequent acquisition transaction were fully disclosed in the Circular; and the bid complied with all of the terms of a "permitted bid" under the CHIP rights plan, except the requirement that it be open for acceptance for 60 days. (emphasis added)

Atlas has advised Unitholders that the Offer should be rejected as being "opportunistic" in that the Offer is lower than Atlas' net present value taking into account Atlas' profit enhancing initiatives. However, even if this is true (and there is no evidence that it is), an opportunistic offer does not, in and of itself, make it coercive: *In Re Samson Canada Ltd.* (1999), 8 A.S.C.S. 1791 (A.S.C.).

(e) *Length of time since the bid was announced and made*

Section 95(2) of the Act requires that an offeror shall allow at least 35 days from the date of the bid during which securities may be deposited pursuant to the bid. In compliance with this provision, the Offeror left the bid open for 35 days and has since extended the bid by 14 days.

By the time the extended bid expires, 64 days will have elapsed since Avion announced its intention to make a take-over bid. This is longer than the 60 days required to be a Permitted Bid under the Unitholder Rights Plan. Additionally, by the same time, the Unitholder Rights Plan (the adoption of which on August 4, 2006 was accompanied by a press release describing its purpose of ensuring that the Board of Trustees would have sufficient time to pursue and consider potential value-maximizing alternatives) will have been outstanding for 63 days. Presumably, the Board of Trustees has spent all of this time wisely in pursuit of the value maximizing agenda. Accordingly, Atlas has had ample time to determine whether there are more attractive proposals available to its Unitholders.

IV. CONCLUSION

For the reasons set out in this application, the Applicants submit that the Unitholder Rights Plan should be set aside and that any Rights issued thereunder or to be issued thereunder be

immediately cease traded. The continued operation the Unitholder Rights Plan constitutes an improper defensive tactic and is contrary to the public interest.

The Offer expires on October 6, 2006. The Applicants respectfully request that the OSC conduct a hearing in respect of this matter at the earliest available date and, in any event, prior to October 6, 2006, to determine whether it is in the public interest under section 127 of the Act that the order requested be granted.

We enclose Bennett Jones' cheque in the amount of \$3,000 in respect of the applicable filing fee.

If you have any questions or require additional information in respect of the foregoing, please contact us at the coordinates below.

Yours truly,

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Poison Pill Decisions – Summary Chart

Case	Tactical Plan?	Competing Bid?	Length of Bid (from Date of Mailing)	Length of Bid (from Date of Announcement)	Hearing Date in Relation to Date of Mailing	Hearing Date in Relation to Date of Announcement	Time Given by Commission from Date of Hearing	Time Given by Commission from Date of Mailing / Announcement
Canwest/WIC – ON 1998	Y	N	21	22	15	16	12 days	27 / 28
Royal Host – Joint - 1999	Y	N	25 days (originally 24)	37 days (originally 36)	22	34	14 days	36 / 48
Ivanhoe - ON 1999	Y	N	29 days	83 days	27	81	27 days	54 / 108
Jorex – ON 1992	Y	Y	35	40	32	37	0 days	32 / 37
1153298 Alta – AB 2005	Y	N	36 days	71 days	36	71	0 days	36 / 71
Cara - ON 2002	Y	N	36 days	131 days	53	148	0 days	53 / 148
High Arctic - AB 2006	N	N	36 days	92 days	31	87	5 days	36 / 92
Samson – AB 1999	N	N	36 days (originally 22)	39 days (originally 25)	33	36	9 days	42 / 45
Tarxien – ON 1996	Y	Y	38 (originally 21)	?	34	?	0 days	34 / ?
MDC – ON 1994	N	N	40 days (originally 25)	48 days (originally 33)	35-36	43-44	21 days	57 / 65
BGC Acquisition -BC1999	Y	N	41 days (originally 21)	50 days (originally 30)	39	48	0 days	39 / 48
LAC – ON 1994	N	Y	43 days (originally 29)	47 days (originally 33)	38-39	42-43		
Chapters – ON 2000/01	N	Y	44 days (originally 23)	57 days (originally 36)	41	54	0 days	41 / 54
Falconbridge - ON 2006	Y	Y	50 days	51 days	40	41	31 days	71 / 72
Atlas Cold Storage	Y	N	50 days (originally 36)	64 days (originally 50)				
Everest Invest – BC 2001	Y	N	51 days (originally 36)	250 days	38	252	7 days	45 / 259

Notes:

- o The column "Time Given by Securities Commission at Hearing" indicates the length of time from the hearing until the time at which the Commission held the pill should expire. Where the value is "0", an immediate cease trade order was issued.
- o In *High Arctic* there was no public announcement; the date used is the date that High Arctic announced it had entered into a lock-up agreement, effectively giving notice of its intentions. Also, the day before the lock-up announcement, High Arctic made a presentation to the target's board, thus giving them notice of its intentions.
- o In *Chapters*, regarding whether the pill was tactical, the OSC stated "while not strictly tactical", the fact that Chapters adopted the pill after becoming aware of unwelcome interest from Indigo was listed as a reason for ending the pill.

Cases Cited:

- "*CanWest/WIC*": *Re CW Shareholdings Inc. and WIC Western International Communications Ltd.* (1998), 38 B.L.R. (2d) 230, 21 O.S.C.B. 2899 [reasons adopted by ASC in (1998), 7 A.S.C.S. 1452]
- "*Royal Host*": *Re Royal Host Real Estate Investment Trust* (1999), 22 O.S.C.B. 7819
- "*Ivanhoe*": *Re Ivanhoe III Inc. and Cambridge Shopping Centres Limited* (1999), 22 O.S.C.B. 1327
- "*Jorex*": *Re Canadian Jorex Limited and Mannville Oil & Gas Ltd.* (1992), 4 B.L.R. (2d) 1, 15 O.S.C.B. 257
- "*1153298 Alta*": *Re 1153298 Alberta Ltd.*, [2005] A.S.C.D. No. 1004
- "*Cara*": *Re Cara Operations Ltd. and the Second Cup Ltd.* (2004), 25 O.S.C.B. 7997
- "*High Arctic*": *Re High Arctic Energy Services Limited Partnership and Wenzel Downhole Tools Ltd.* 2006 ABASC 1510
- "*Samson*": *Re Samson Canada, Ltd. and Highridge Exploration Ltd.* 1999 LNABASC 253; (1999), 8 A.S.C.S. 1791
- "*Tarxien*": *Re Tarxien Corp. and Ventra Group Inc.* (1996), 19 O.S.C.B. 6913
- "*MDC*": *Re MDC Corp and Regal Greetings & Gifts Inc.* (1994), 17 O.S.C.B. 4971
- "*BGC Acquisition*": *Re BGC Acquisition Inc. and Argentina Gold Corp.*, [1999] 25 B.C.S.C. Weekly Summary 44
- "*LAC*": *Re LAC Minerals Ltd. and Royal Oak Mines Inc.* (1994), 17 O.S.C.B. 4963
- "*Chapters*": *Re Chapters Inc. and Trilogy Retail Enterprises L.P.* (2001), 24 O.S.C.B. 1657
- "*Falconbridge*": *Re Falconbridge Ltd.* (2006), 29 O.S.C.B. 6783