

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF MAPLE BANK GmbH

AND IN THE MATTER OF THE *WINDING-UP AND RESTRUCTURING ACT*,
R.S.C. 1985, C.W-11, AS AMENDED

AND IN THE MATTER OF THE *BANK ACT*, S.C. 1991, C.46, AS AMENDED

BETWEEN:

ATTORNEY GENERAL OF CANADA

Applicant

and

MAPLE BANK GmbH

Respondent

FIFTH REPORT OF KPMG INC. IN ITS CAPACITY AS
COURT APPOINTED LIQUIDATOR OF THE BUSINESS IN CANADA OF MAPLE BANK
GMBH AND ITS ASSETS AS DEFINED IN SECTION 618 OF THE *BANK ACT*

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1. INTRODUCTION AND PURPOSE OF REPORT

BACKGROUND

1. Maple Bank GmbH (“**Maple Bank**”) is a Canadian-owned German bank, and an authorized foreign bank in Canada under section 2 and Part XII.1 of the *Bank Act* (an “**Authorized Foreign Bank**”). In Germany, Maple Bank is subject to regulation by the Federal Financial Supervisory Authority (“**BaFin**”). As an Authorized Foreign Bank, Maple Bank was regulated with respect to its business in Canada (the “**Toronto Branch**”) by the Office of the Superintendent of Financial Institutions (“**OSFI**”).
2. As more fully described in the Liquidator’s first report to this Court dated March 2, 2016 (the “**First Report**”), in the period leading up to the commencement of the *Winding Up and Restructuring Act* (“**WURA**”) proceeding, the Toronto Branch had three major lines of business: (i) the origination and securitization of real property mortgages in Canada; (ii) structured secured lending; and (iii) security financing transactions (collectively, the “**Business**”).
3. The emergence of significant German tax claims against Maple Bank (said to arise from alleged tax evasion in Germany) and the resulting indebtedness of Maple Bank led to:
 - i. BaFin imposing a moratorium on Maple Bank’s business activities, which caused Maple Bank to cease business and institute insolvency proceedings in Germany (the “**Moratorium**”);
 - ii. The appointment of a German insolvency administrator (the “**GIA**”);
 - iii. The issuance of default notices and the termination of agreements by financial institutions that were counterparties to financial contracts (primarily swaps and hedging instruments) with the Toronto Branch in respect of their dealings with Maple Bank’s business in Canada;
 - iv. Canada Mortgage and Housing Corporation (“**CMHC**”), after the issuance of a default notice to Maple Bank, taking control of the Mortgage Backed Securities (“**MBS**”) business of the Toronto Branch and the corresponding mortgage pools (totaling approximately \$3.5 billion); and

- v. OSFI issuing orders under section 619 of the *Bank Act* for the taking of control of the assets of Maple Bank in respect of the Business.
4. The events described above prompted OSFI to request that the Attorney General of Canada seek a winding-up order pursuant to section 10.1 of the WURA in respect of the Toronto Branch. On February 16, 2016 (the “**Liquidation Date**”), this Court granted an order (the “**Winding-Up Order**”) to, among other things, (i) wind-up the Business; and (ii) appoint KPMG Inc. (“**KPMG**”) as liquidator (the “**Liquidator**”) of the Business and of the assets of the Toronto Branch as defined in section 618 of the *Bank Act* (the “**Assets**”).
5. On March 2, 2016, the Liquidator filed its First Report which, among other things, outlined the protocol that was agreed to between the Liquidator and the GIA regarding the existing Chapter 15 filing under the *United States Bankruptcy Code* made by the GIA with regard to Maple Bank’s non-Toronto Branch assets in the U.S. and the assets of the Toronto Branch which reside in the U.S.
6. On March 30, 2016, the Liquidator filed its Second Report to the Court which provided: (i) an update on the actions of the Liquidator since the granting of the Winding-Up Order; (ii) an update on the Assets and liabilities of the Toronto Branch; and (iii) details of a proposed marketing process to identify a successor issuer to the Toronto Branch’s MBS program and for the sale of all or a portion of certain other Assets (the “**Marketing Process**”).
7. On June 2, 2016, the Liquidator filed its Third Report to the Court which provided information in respect of: (i) an update on the actions of the Liquidator since the issuance of the Second Report; (ii) an update on the status of the Marketing Process; (iii) a proposed claims procedure for use in these proceedings, including the appointment of a Claims Officer; (iv) the proposed appointment of an Independent Cost Counsel to review and report to the Court on the fees and disbursements of the Liquidator and its counsel; and (v) the statement of receipts and disbursements of the Toronto Branch for the period February 16 to May 13, 2016.

8. On June 17, 2016, the Liquidator filed its Fourth Report to the Court which provided information regarding the sale by the Liquidator of certain un-pooled residential mortgages to the originators of those mortgages; myNext Mortgage Premier Trust, and Xceed Mortgage Corporation.

TERMS OF REFERENCE AND DISCLAIMER

9. In preparing this report, the Liquidator has been provided with, and has relied upon, unaudited and other financial information, books and records (collectively, the “**Information**”) prepared by the Toronto Branch and/or its representatives, and discussions with its former management and/or its former representatives. The Liquidator has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided and in consideration of the nature of evidence provided to the Court. However, the Liquidator has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards (“**CAS**”) pursuant to the Chartered Professional Accountants Canada Handbook and, accordingly, the Liquidator expresses no opinion or other form of assurance contemplated under CAS in respect of the Information.
10. The information contained in this report is not intended to be relied upon by any prospective purchaser or investor in any transaction with the Liquidator.
11. Capitalized terms not defined in this fifth report to the Court (the “**Fifth Report**”) are as defined in either the Winding-Up Order, the First Report, the Second Report, the Third Report, and/or the Fourth Report. Unless otherwise indicated, all references to monetary amounts herein are denominated in Canadian dollars (“**CAD**”).
12. Copies of the Liquidator’s Court reports and all motion records and Orders in these proceedings are available on the Liquidator’s website at <http://www.kpmg.com/ca/maplebank>.

PURPOSE OF THE LIQUIDATOR'S FIFTH REPORT

13. The purpose of the Fifth Report is to provide information to this Court in respect of the sale by the Liquidator of certain Receivable Backed Notes (as defined below) to KEB Hana Bank Canada (“**KEB**”), ICICI Bank Canada (“**ICICI**”), and Canadian Imperial Bank of Commerce (“**CIBC**”). The Liquidator is seeking, pursuant to Section 7(f)(b) of the Winding-Up Order, the Court’s approval of these sale transactions and the granting of vesting orders to effect same.

2. RECEIVABLE BACKED NOTES PORTFOLIO

14. As described in the Second Report, as at the Liquidation Date, Toronto Branch's assets included approximately \$223.3 million (face value) of structured loans associated with the Immigrant Investor Program ("**IIP**").
15. The IIP was created by the Canadian and Quebec governments to attract successful business immigrants to Canada. In order to qualify, among satisfaction of other criteria, an individual selected under the IIP (the "**Immigrant Investor**") must have a net worth of at least \$1.6 million and invest \$400,000 to \$800,000 with either Citizenship and Immigration Canada ("**CIC**") or IQ Immigrants Investisseurs Inc. ("**IQII**"), for a period of 5 years at 0% interest. In exchange, the Immigrant Investor would receive, as applicable, a promissory note from CIC (a "**Federal Promissory Note**") or IQII (a "**Quebec Promissory Note**") for the amount of his/her investment, the payment of which is guaranteed by the government of Canada (provincially allocated) or the government of Quebec respectively. The IIP offered through CIC was cancelled in June, 2014.
16. A number of financial institutions are in the business of providing loans to Immigrant Investors to fund their investment with CIC or IQII, as the case may be ("**Immigrant Investor Loans**"). The Immigrant Investor Loans are secured by the Federal Promissory Note or Quebec Promissory Note, as the case may be, issued to the Immigrant Investors. Toronto Branch in turn provided financing to certain of these financial institutions (the "**RBN Financing**") to fund their Immigrant Investor Loans. The RBN Financing was provided by Toronto Branch through the purchase of a receivable backed note (a "**Receivable Backed Note**") issued by the financial institution (a "**RBN Issuer**") for each Immigrant Investor Loan made by it. Each Receivable Backed Note was secured by the assignment or hypothecation of the Immigrant Investor Loan funded by the RBN Issuer from the proceeds of such Receivable Backed Note (together with the applicable Federal Promissory Note or Quebec Promissory Note which secured such Immigrant Investor Loan). Pursuant to each Receivable Backed Note transaction, the Toronto Branch received a Receivable Backed Note from the RBN

Issuer and took physical possession of the Federal Promissory Note/Quebec Promissory Note securing the related Immigrant Investor Loan. The funds received from CIC/IQII upon the maturity of the Federal Promissory Note/Quebec Promissory Note have been directed to be paid directly to the Toronto Branch to repay the applicable Receivable Backed Note.

17. Toronto Branch, as at the date of this report, had 415 Receivable Backed Notes having an aggregate face value of \$222.8 million, which were issued by KEB (or its predecessor), CTI Capital Securities Inc. (“**CTI**”), or PWM Financial Trust/PWM Capital (“**PWM**”). The maturities of the notes vary, with the last one maturing on June 10, 2019. It is these Receivable Backed Notes, subject to the exclusion of \$15.6 million (face value), which are the subject of the sales transactions with KEB, ICICI and CIBC.
18. In the case of the residual, unsold notes, it would be the Liquidator’s intentions to attempt to sell them through targeted approaches to potential purchasers failing which they will be held until maturity (the last note matures on December 31, 2017).

3. *MARKETING PROCESS ASSOCIATED WITH RECEIVABLE BACKED NOTES*

19. On April 5, 2016, the Court approved the Marketing Process, which process included Toronto Branch's Receivable Backed Notes.
20. The Liquidator commenced the Marketing Process on April 13, 2016, with Phase 1 consisting of a request for non-binding letters of intent ("**LOIs**") to purchase the Receivable Backed Notes, the deadline for submissions being May 6, 2016 (the "**Phase 1 Submission Deadline**"). A total of 129 parties were contacted by the Liquidator, six of whom subsequently executed confidentiality agreements. A virtual data room was created by the Liquidator, which provided details of the Receivable Backed Notes available for purchase, along with an overview of the financing structure associated with the notes. All parties who signed a confidentiality agreement were given access to the data room.
21. Two LOIs were received by the Phase 1 Submission Deadline, which LOIs covered less than half of the total available Receivable Backed Notes. Two other parties, who had entered the process when it was fairly advanced from a time perspective, advised the Liquidator that they did not have enough time to submit an LOI.
22. The Liquidator decided, after consultation with the GIA, that both parties who had submitted LOIs would be allowed to progress to Phase 2 of the Marketing Process. It was also decided that the two parties who had advised the Liquidator that they did not have enough time in Phase 1 to submit an LOI would be given the opportunity to progress to Phase 2 but only in relation to those Receivable Backed Notes that were not subject to an LOI (the "**Remaining Notes**").
23. Phase 2 of the Marketing Process, which commenced on May 19, 2016 in the case of KEB and ICICI and May 25, 2016 in the case of CIBC, contemplated that prospective purchasers would perform detailed due diligence on the various Receivable Backed Notes, Immigrant Investor Loans, the Federal Promissory Notes, the Quebec Promissory Notes, and the note issuance, loan and security agreements entered into in connection with the Immigrant Investor Loans and the Receivable Backed Notes, with a binding

agreement of purchase and sale (“**PSA**”) to be submitted by June 17, 2016 (the “**Phase 2 Submission Date**”). The virtual data room was updated to include the documentation associated with each Immigrant Investor Loan, and a copy of each Receivable Backed Note Issuance Agreement pursuant to which Receivable Backed Notes were issued to the Toronto Branch (the “**RBN Issuance Agreements**”) (together with any security agreements or hypothecs granted by the RBN Issuer in connection therewith). Prospective purchasers were only given access to that data which was associated with the Receivable Backed Notes for which they had submitted an LOI or the Remaining Notes, as applicable. The Liquidator also responded to prospective purchasers’ queries and information requests.

24. A total of three PSAs were submitted by the Phase 2 Submission Date, which had been extended to June 29, 2016, as a result of the desire of the Liquidator to coordinate the release of the template PSA for the Receivable Backed Notes with the release of the template PSA for the Maple Owned Mortgage Assets. The Liquidator subsequently determined, in consultation with the GIA, to accept these PSAs and thereafter worked with the parties to finalize the same. On July 21, 2016 the Liquidator entered into PSAs with KEB (the “**KEB Sale Agreement**”), and ICICI (the “**ICICI Sale Agreement**”), while the PSA with CIBC (the “**CIBC Sale Agreement**”) was entered into on July 22, 2016, redacted copies of each PSA being attached as **Appendices A, B, and C**, respectively.

4. SALE OF RECEIVABLE BACKED NOTES

25. The KEB Sale Agreement and the ICICI Sale Agreement contemplate KEB and ICICI purchasing \$34.8 million (face value) and \$49.6 million (face value), respectively, of Receivable Backed Notes, a detailed list being attached to each agreement as Schedule 1, subject to the exclusion of those notes that mature between the date of execution of the PSA and closing. All of the Receivable Backed Notes being purchased by KEB and ICICI were issued by KEB, and are indirectly secured by Federal Promissory Notes.
26. The CIBC Sale Agreement contemplates CIBC purchasing \$122.8 million (face value) of Receivable Backed Notes, a detailed list being attached to CIBC Sale agreement as Schedule 1, subject to the exclusion of those notes that mature between the date of execution of the PSA and closing. The Receivable Backed Notes being purchased by CIBC were issued variously by KEB, CTI and PWM, and are indirectly secured by Quebec Promissory Notes.
27. The purchase price to be paid by each of KEB, ICICI and CIBC, the amount of their respective deposits, each Outside Date, the termination provisions and in the case of CIBC, its minimum transaction amount, have been redacted from the PSAs attached to this report. In addition, Schedule “1” to each PSA has also been removed. However, unredacted versions of each PSA are appended as Appendices A, B and C, respectively, to the Confidential Supplement to the Fifth Report (the “**Confidential Supplement**”) that the Liquidator has filed with the Court and for which the Liquidator is seeking a sealing order from the Court.
28. The basic structure of each agreement is the same, the major aspects being as follows:
- The purchased assets include the Receivable Backed Notes, all of Maple Bank’s rights under the RBN Issuance Agreements including all security interests, charges and guarantees created thereunder, and books and records associated with the Receivable Backed Notes.
 - The sales are on an “as is, where is” basis, with no representations or warranties by either the Liquidator or Maple Bank that survive closing.

- The closing date of each sale is within 3 business days of all conditions precedent, as enumerated in each PSA, having been satisfied or waived (the “**Closing Date**”).
 - The purchaser’s deposit will be forfeited if the Liquidator is in a position to close, with all conditions precedent having been met, and the purchaser fails to close by the Closing Date.
 - The conditions precedent to closing under each PSA include the following:
 - (i) The GIA having consented to the transaction and the Approval and Vesting Order;
 - (ii) The Court granting the Approval and Vesting Order;
 - (iii) Each RBN Issuer acknowledging the sale and transfer of its Receivable Backed Notes (and related rights) to the applicable purchasers and agreeing to, inter alia, make payment thereunder to such purchasers;
 - (iv) CIC or IIQI, as applicable, providing an acknowledgement and consent that the Federal Promissory Notes/Quebec Promissory Notes that are associated with the Receivable Backed Notes being purchased are outstanding as at the closing date and that payment by CIC or IQII on the maturity of the promissory notes will be made to the purchaser.
 - There is an outside date by which the transactions under each PSA must have closed failing which, in the absence of an agreement to extend by the parties, such PSA is terminated and, provided the applicable purchaser is not in default, the deposit is returned to such purchaser. This date has been redacted from each of the PSAs attached to this report but are disclosed in the unredacted versions of the PSAs attached to the Confidential Supplement.
29. The CIBC Sale Agreement contains two conditions precedents to closing which are not included in the other agreements as follows:

- The aggregate face amount of the Receivable Backed Notes that are purchased at closing must exceed a specified dollar amount. That amount has been redacted from the PSA attached to this report but is disclosed in the unredacted versions of the PSAs attached to the Confidential Supplement.
 - The Liquidator must obtain an endorsement of the IQII Promissory Note and consent for CIBC (rather than Toronto Branch) to hold each IQII Promissory Note from each applicable Immigrant Investor, which endorsement and consent will be provided by the authorised financial intermediary for each Immigrant Investor through the power of attorney originally granted by such Immigrant Investor.
30. The Liquidator has considered whether withholding taxes need to be deducted from the sales proceeds for the Receivable Backed Notes and remitted to Canada Revenue Agency given that Toronto Branch is a non-resident for tax purposes. Based on advice received from the Liquidator's legal counsel, the Liquidator understands that there is an exemption with respect to the Receivable Backed Notes, the Liquidator has concluded that withholding taxes are not applicable to the above referenced sales transactions.
31. The Liquidator has consulted with the GIA regarding the proposed transactions. The Liquidator has been advised that the GIA is in agreement with the proposed transactions from a commercial perspective.
32. In conclusion, the Liquidator is of the view that it has conducted a transparent, fair, robust and thorough marketing of the Toronto Branch's Receivable Backed Notes in accordance with the Court approved Marketing Process and all participants were treated in a fair and even handed manner. The Liquidator recommends that the Court approve the KEB Sale Agreement, the ICICI Sale Agreement, and the CIBC Sale Agreement, and grant a vesting order to effect each transaction. The Liquidator further recommends that, given the commercially sensitive information contained in the Confidential Supplement, the Court grants an order sealing the Confidential Supplement until the earlier of the closing of all of the transactions and further of this Court.

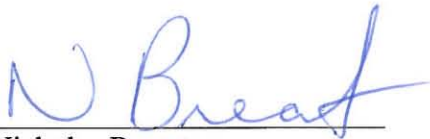
5. RECOMMENDATIONS OF THE LIQUIDATOR

33. The Liquidator submits this Fifth Report to the Court in support of the Liquidator's Motion for the relief as set out in the Notice of Motion dated July 22, 2016 and recommends that the Court grant an order approving:
- (b) The KEB Sale Agreement, which is attached as **Appendix A** to this report;
 - (c) The ICICI Sale Agreement, which is attached as **Appendix B** to this report;
 - (d) The CIBC Sale Agreement, which is attached as **Appendix C** to this report; and
 - (e) The sealing of the Confidential Supplement until the earlier of the closing of all of the transactions and further order of this Court.

The Liquidator also recommends that the Court grant a vesting order to effect the above three transactions.

All of which is respectfully submitted at Toronto, Ontario this 25th day of July, 2016.

**KPMG Inc., in its capacity as Court Appointed Liquidator of the Business in Canada of
Maple Bank GmbH and its Assets as defined in Section 618 of the *Bank Act***

Per: 

Nicholas Brearton
President

TAB 2A

EXECUTION VERSION

AGREEMENT OF PURCHASE AND SALE
(FEDERAL IMMIGRANT INVESTOR PROGRAM)

THIS AGREEMENT is dated July 21, 2016.

BETWEEN:

KPMG INC., solely in its capacity as court-appointed liquidator of the business in Canada of Maple Bank GmbH and its assets as defined in section 618 of the *Bank Act*

(the "Seller")

- and -

KEB HANA BANK CANADA (the "Buyer")

CONTEXT:

- A. Maple Bank GmbH ("Maple Bank") is a Canadian-owned German bank and an "authorized foreign bank" in Canada under section 2 and Part XII.1 of the *Bank Act* (Canada). As a German bank, Maple Bank is subject to regulation in Germany by the Federal Financial Supervisory Authority ("BaFin"). As an authorized foreign bank under the *Bank Act*, Maple Bank is regulated with respect to its business in Canada by the Office of the Superintendent of Financial Institutions ("OSFI").
- B. On February 10, 2016, BaFin advised OSFI that it filed for insolvency proceedings in Germany in respect of Maple Bank based on the admission of Maple Bank of its impending insolvency and with Maple Bank's consent. On February 11, 2016 the German Court issued an order commencing insolvency proceedings and appointing an Insolvency Administrator over Maple Bank.
- C. Upon application by the Attorney General of Canada, pursuant to section 10.1 of the *Winding-up and Restructuring Act* ("WURA"), on February 16, 2016 the Ontario Superior Court of Justice (Commercial List) (the "Court") made a winding-up order (the "Winding-up Order"): (a) that the business in Canada (the "Business") of Maple Bank (the "Toronto Branch") be wound up and that its assets, as defined under section 618 of the *Bank Act* (Canada) be liquidated; and, (b) appointing KPMG Inc. ("KPMG") as the liquidator (the "Liquidator") of the Toronto Branch under section 23 of WURA.
- D. Pursuant to an Order dated April 5, 2016, the Court: (a) approved a marketing process (the "Marketing Process") for the sale of certain of the assets of the Toronto Branch (collectively, the "Toronto Branch Assets"); and, (b) authorized and directed the Liquidator to implement and carry out the terms of the Marketing Process for sale of the Toronto Branch Assets.
- E. Subject to the issuance of the Approval and Vesting Order (as defined below) and other terms and conditions of this Agreement, the Seller has agreed to sell to the Buyer, and the Buyer has agreed to purchase from the Seller, all of the Maple Bank's right, title and interest in and to the Purchased Assets, on the terms and conditions set out in this Agreement.

THEREFORE, the Parties, hereto, agree as follows:

**ARTICLE 1
INTERPRETATION**

1.1 Definitions

In this Agreement the following terms have the following meanings:

"Agreement" means this agreement, including all Schedules and Exhibits, as it may be supplemented, amended, restated or replaced from time to time by written agreement between the Parties.

"Applicable Law" means, at any time, with respect to any Person, property, transaction or event, all applicable laws, statutes, regulations, treaties, judgments and decrees and (whether or not having the force of law) all applicable official directives, rules, consents, approvals, by-laws, permits, authorizations, guidelines, orders and policies of any Governmental Authority having authority over that Person, property, transaction or event.

"Approval and Vesting Order" is defined in Section 4.3.1.

"Assignment and Assumption Agreement" means an assignment substantially in the form attached as Exhibit "A".

"Business" is defined in the context of this Agreement.

"Business Day" means any day excluding a Saturday, Sunday or statutory holiday in the Province of Ontario, and also excluding any day on which the principal chartered banks located in the City of Toronto are not open for business during normal banking hours.

"Cash Purchase Price" has the meaning given to such term in Section 2.3.1.

"CIC" means Her Majesty the Queen in right of Canada, as represented by the Minister of Citizenship and Immigration and Citizenship and Immigration Canada, as applicable.

"CIC Consent" has the meaning given to such term in Section 4.3.4.

"Closing" means the successful completion of the Transaction.

"Closing Date" means:

- (a) the first (1st) Business Day after the date that all of the conditions in Sections 4.1, 4.2 and 4.3 have been satisfied or waived; or
- (b) such other date as may be agreed in writing between the Parties;

provided that the Closing Date shall occur on or prior to the Outside Date.

"Communication" means any notice, demand, request, consent, approval or other communication which is required or otherwise contemplated by this Agreement to be given or made by a Party.

"Confidentiality Agreement" means the confidentiality agreement dated [●], 2016 between the Buyer and the Liquidator.

"Court" is defined in the context of this Agreement.

"Deposit" is defined in Section 2.3.2.

"Determination Date" is defined in Section 2.3.3.

"Encumbrances" means liens, claims, charges, demands, title retention agreements, security interests, pledges, hypothecations, mortgages and encumbrances of any nature and kind whatsoever.

"Evaluation Materials" has the meaning set out in the Confidentiality Agreement.

"Excluded Receivable Backed Note" means any Receivable Backed Note (a) that has matured prior to or on the Closing Date; or (b) for which the original of such note is not delivered to the Buyer on Closing; or (c) for which the related Federal Promissory Note listed opposite such Receivable Backed Note in the table at Schedule 1 is an Excluded Federal Promissory Note; and "Excluded Receivable Backed Notes" means, collectively, all such notes.

"Excluded Federal Promissory Notes" means any Federal Promissory Note for which the original of such note is not delivered to the Buyer on Closing, and "Excluded Federal Promissory Notes" means, collectively, all such notes.

"Federal Promissory Notes" means the promissory notes issued by CIC, as more particularly listed in the second column of the table at Schedule 1, other than the Excluded Federal Promissory Notes.

"Final Adjustment Payment" has the meaning given to such term in Section 2.3.4.

"Final Purchase Price" means the Purchase Price as finally determined in accordance with Section 2.3.3.

"GIA Consent" means the consent of the German Insolvency Administrator, substantially in the form of the consent attached as Exhibit "C", consenting to the Transaction and the Approval and Vesting Order.

"Governmental Authority" means:

- (a) any federal, provincial, state, local, municipal, regional, territorial, aboriginal, or other government, governmental or public department, branch, ministry, or court, domestic or foreign, including any district, agency, commission, board, arbitration panel or authority and any subdivision of the foregoing exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory or taxing authority or power of any nature; or
- (b) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority for the account of any of the foregoing.

"HST" means harmonized tax exigible pursuant to Part IX of the *Excise Tax Act* (Canada) as applicable in the Province of Ontario.

"Issuer" means the "Issuer" under the applicable Receivable Backed Notes Issuance Agreement.

"Liquidator" is defined in the context of this Agreement.

"Liquidator's Sale Certificate" means the certificate, substantially in the form attached as Schedule "A" to the Approval and Vesting Order (which is attached to this Agreement as Exhibit "B"), to be completed by the Liquidator and delivered to the Buyer on the Closing Date and later filed with the Court, pursuant to which the Liquidator confirms that the conditions to Closing have been satisfied or waived.

"Maple Bank" is defined in the context of this Agreement.

"Marketing Process" is defined in the context of this Agreement.

"Outside Date" means [REDACTED] or such other date as agreed between the Parties in writing.

"Parties" means the Seller and the Buyer, and "Party" means either one of them.

"Person" means an individual, body corporate, sole proprietorship, partnership or trust or unincorporated association, unincorporated syndicate, unincorporated organization, or another entity, and a natural person, acting in his or her individual capacity or in his or her capacity as executor, trustee, administrator or legal representative, and any Governmental Authority.

"Purchased Assets" means, collectively, the Receivable Backed Notes and Related Rights.

"Purchase Price" means an amount equal to the aggregate of the purchase prices for each Receivable Backed Note as of the Closing Date, calculated as set out below.

The purchase price for each Receivable Backed Note shall be determined by [REDACTED]

For illustrative purposes, the Purchase Price applying such formula as of July 28, 2016 is set out in Schedule 4.

"Receivable Backed Notes" means, collectively, the receivable backed notes issued by the applicable Issuer to Maple Bank pursuant to the applicable Receivable Backed Notes Issuance Agreement, as more particularly listed in the first column of the table at Schedule 1, other than the Excluded Receivable Backed Notes.

"Receivable Backed Notes Issuance Agreements" means, collectively, the receivable backed notes issuance agreements listed in Schedule 2.

"Related Books and Records" means, in respect of any Receivable Backed Note, all books, records and other information in the possession or control of the Liquidator on the Closing Date evidencing, or maintained in respect of, such Receivable Backed Note.

"Related Documents" means, in respect of any Receivable Backed Note, all Receivable Documents (as such term is defined in the applicable Receivable Backed Notes Issuance Agreement) in the possession or control of the Liquidator on the Closing Date, including, without limitation, the Federal Promissory Notes.

"Related Rights" means, in respect of any Receivable Backed Note, all of Maple Bank's right, title and interest in, to and under (i) the applicable Receivable Backed Notes Issuance Agreement, including, without limitation, all security interests, assignments, hypothecs, charges, charges and other liens, and all guarantees and indemnities created thereunder supporting or securing payment of such Receivable Backed Note; (ii) the Related Documents; and (iii) the Related Books and Records.

"Taxes" means all taxes, duties and other charges levied on or measured by, or referred to as transfer, land transfer, registration charges, gross receipt, sales, retail sales, use, consumption, HST, value-added, excise or stamp, and all import and export taxes.

"Time of Closing" means 10:00 a.m. (EST) on the Closing Date or such other time on the Closing Date as the Parties may mutually agree.

"Toronto Branch" is defined in the context of this Agreement.

"Toronto Branch Assets" is defined in the context of this Agreement.

"Transaction" means the transaction of purchase and sale contemplated by this Agreement.

"Winding-up Order" is defined in the context of this Agreement.

"WURA" is defined in the context of this Agreement.

1.2 Entire Agreement

This Agreement, together with any other agreement or agreements and other documents to be delivered under this Agreement and the Confidentiality Agreement, constitute the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no representations, warranties or other agreements between the Parties in connection with the subject matter of this Agreement except as specifically set out in this Agreement, any of the other agreements and documents delivered under this Agreement and the Confidentiality Agreement.

1.3 Time of Day

Unless otherwise specified, references to time of day or date mean the local time or date in the City of Toronto, Province of Ontario.

1.4 Business Day

Whenever any payment to be made or action to be taken under this Agreement is required to be made or taken on a day other than a Business Day, the payment is to be made or action taken on the next Business Day following.

1.5 Governing Law

This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in that Province.

1.6 Certain Rules of Interpretation

- 1.6.1 In this Agreement, words signifying the singular number include the plural and vice versa, and words signifying gender include all genders. Every use of the word "including" in this Agreement is to be construed as meaning "including, without limitation".
- 1.6.2 The division of this Agreement into Articles and Sections, the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement.
- 1.6.3 References in this Agreement to an Article, Section, Schedule or Exhibit are to be construed as references to an Article, Section, Schedule or Exhibit of or to this Agreement unless the context requires otherwise.
- 1.6.4 Unless otherwise specified in this Agreement, time periods within which or following which any payment is to be made or act is to be done will be calculated by excluding the day on which the period commences and including the day on which the period ends.
- 1.6.5 Unless otherwise specified, any reference in this Agreement to any statute includes all regulations made under or in connection with that statute, and is to be construed as a reference to that statute as amended, supplemented or replaced.

1.7 Schedules and Exhibits

The following is a list of Schedules and Exhibits:

<u>Schedule</u>	<u>Subject Matter</u>
Schedule 1	Receivable Backed Notes and Associated Federal Promissory Notes
Schedule 2	Receivable Backed Notes Issuance Agreements
Schedule 3	Personal Property Registrations

<u>Exhibit</u>	<u>Subject Matter</u>
Exhibit "A"	Assignment and Assumption Agreement
Exhibit "B"	Approval and Vesting Order
Exhibit "C"	GIA Consent
Exhibit "D"	CIC Consent

**ARTICLE 2
SALE AND PURCHASE AND ASSIGNMENT**

2.1 Sale and Purchase of Purchased Assets

2.1.1 Subject to the terms and conditions of this Agreement, the Seller will sell, transfer and assign all right, title and interest of Maple Bank in and to the Purchased Assets to the Buyer and the Buyer will purchase all right, title and interest of Maple Bank in and to the Purchased Assets on the Closing Date, all without recourse to, and except as expressly provided in this Agreement, without representation or warranty from, the Seller or Maple Bank. The Buyer acknowledges that it is not purchasing any property or assets of Maple Bank pursuant to this Agreement other than the Purchased Assets.

2.1.2 With effect as of the Closing Date, on and after Closing:

- (a) the Buyer will:
 - (i) succeed to all the rights and benefits of Maple Bank under the Purchased Assets and assume and be obligated to perform, and will perform, all of the covenants and obligations of Maple Bank under the Purchased Assets;
 - (ii) be the "Registered Holder" under the Receivable Backed Notes, in place of Maple Bank.
- (b) the obligations (if any) of each of the Seller and Maple Bank under the Purchased Assets will be assumed in full and the Seller and Maple Bank will relinquish their rights under the Purchased Assets in full, without any novation whatsoever; and
- (c) any steps or decisions taken, and any suit, action or proceeding initiated, by the Buyer arising out of, under, or in connection with any of the Purchased Assets will be in the name of the Buyer only and not in the name of the Seller and/or Maple Bank.

2.2 "As is, Where is"

The Buyer acknowledges that the Seller is selling the Purchased Assets on an "as is, where is" basis as they exist on the Closing Date without recourse to the Seller or Maple Bank, and upon Closing, the Seller and Maple Bank will have no further liability to the Buyer. The Buyer further acknowledges that it has entered into this Agreement and will acquire the Purchased Assets on the basis that the Seller and Maple Bank make no representation or warranty (except as expressly set out herein) and assume no responsibility with respect to any statements, warranties, or representations made in connection with, or any of the books and records relating to, any of the Purchased Assets (except as expressly set out herein) or the legality, validity, enforceability, priority, genuineness, sufficiency, value, assignability, condition or any other matter whatsoever of, related to, or respect of (a) any of the Purchased Assets, (b) any deed, agreement, instrument or document furnished under or in connection with any of the Purchased Assets, (c) any of the rights or mortgages, charges, assignments, hypothecs or other security interests granted under or in connection with any of the Purchased Assets, (d) any of the real, immovable, moveable, intangible or intangible property backing or securing any of the Purchased Assets, (e) any withholding tax, HST or other Taxes of any nature or kind exigible, deductible or

payable in connection with or arising out of the Transaction. For certainty, the Seller and Maple Bank make no representation or warranty in connection with, and assume no responsibility with respect to, the Federal Promissory Notes.

No representation, warranty or condition is expressed or can be implied as to title, encumbrances, description, fitness for purpose, merchantability, condition, quantity or quality, assignability or in respect of any other matter or thing concerning the Purchased Assets or the right of the Seller to sell them, save as expressly represented or warranted in this Agreement. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act* (Ontario) or under any other applicable law in Canada, the Province of Ontario or any other jurisdiction in which Purchased Assets are located do not apply to the Transaction and have been waived by the Buyer. The description of the Purchased Assets contained in the Schedules is for purposes of identification only. No representation, warranty or condition has or will be given by the Seller concerning the completeness or accuracy of those descriptions.

The Buyer acknowledges and agrees that it has conducted all due diligence with respect to the Purchased Assets that it deemed appropriate, has satisfied itself with regard to all matters relating to the Purchased Assets that it deemed necessary or desirable and has made its own independent credit and legal analysis and decision to enter into this Purchase Agreement and consummate the Transaction.

2.3 Payment and Purchase Price

2.3.1 At or prior to 11:00 am (EST) on the Closing Date, the Buyer will provide to the Seller a reasonably detailed calculation of the Purchase Price using the Closing Date (the "Cash Purchase Price").

2.3.2 The Buyer will pay the Cash Purchase Price to the Seller as follows:

- (a) within two (2) Business Days of the execution of this Agreement, the Buyer will pay [REDACTED] as a deposit against the payment of the Purchase Price (the "Deposit") to the Seller by wire transfer of immediately available funds to be held by the Seller, in trust, in an interest bearing account or certificate of deposit, pending completion, or termination, subject to the terms of this Agreement; and
- (b) at the Time of Closing, the Buyer will pay the balance of the Cash Purchase Price (for certainty, being the Cash Purchase Price less the Deposit) to the Seller by wire transfer of immediately available funds.

2.3.3 At 5:00 p.m.(EST) on the fifth (5th) Business Day following receipt of the Buyer's calculation of the Cash Purchase Price (the "Determination Date"), unless the Seller has previously notified the Buyer in writing that it agrees with such calculation, in which case the Cash Purchase Price shall be the Final Purchase Price, the Seller shall be deemed to disagree with such calculation and the Seller shall within 2] (two) Business Days following the Determination Date, provide the Buyer with its reasonably detailed calculation of the Final Purchase Price. At 5:00 p.m. on the fifth (5th) Business Day following receipt of the Seller's calculation of the Final Purchase Price, unless the Buyer has previously notified the Seller in writing that it agrees with such calculation, the Buyer shall be deemed to disagree with such calculation, in which case the calculation of the Final Purchase Price shall be determined by Deloitte LLP, or such other Person upon whom the Parties agree (the "Expert"). The Parties agree that the Parties will

jointly retain the Expert and that the determination of the Final Purchase Price by the Expert pursuant to this Section 2.3.3 will be final and binding on the Parties, and there will be no appeal therefrom, including no appeal to a court on a question of law, a question of fact or a question of mixed fact and law. The fees and expenses for the determination of the Final Purchase Price pursuant to this Section 2.3.3 will be borne equally by the Parties.

2.3.4 If the Cash Purchase Price exceeds the Final Purchase Price, then the Seller shall pay to the Buyer or, if the Final Purchase Price exceeds the Cash Purchase Price, then the Buyer shall pay to the Seller, an amount equal to the absolute value of the difference between the Cash Purchase Price and the Final Purchase Price by wire transfer in immediately available funds within two (2) Business Days of the determination of the Final Purchase Price in accordance with Section 2.3.3 (the "Final Adjustment Payment").

2.3.5 Except as expressly set out herein, the Cash Purchase Price and the Final Adjustment Payment and all other payments to be made under this Agreement will be made without set-off or counterclaim and without deduction for any Taxes, levies, duties, fees, deductions, withholdings, restrictions, or conditions of any nature whatsoever.

2.4 Application of Deposit

If the Transaction is completed, then on Closing the Deposit shall be paid to the Seller, or as it directs, and applied towards the Purchase Price payable by the Buyer. Interest accrued on the Deposit prior to Closing shall be paid to the Buyer within three (3) Business Days after Closing by cheque or wire transfer of funds to an account designated by the Buyer. If the Transaction is not completed for any reason other than:

2.4.1 failure to satisfy the conditions under Section 4.3; or

2.4.2 the Buyer exercising its rights under Sections 4.4 or 5.5.1(b) to terminate this Agreement;

then the Deposit, together with interest accrued thereon, shall be forthwith forfeited, and retained by the Seller without any set-off, abatement or deduction whatsoever. The Seller will not be entitled to assert or institute any other claim, action, right or remedy against the Buyer as a result of the non-completion of the Transaction.

If the Transaction is not completed for one or more of the reasons set out in Sections 2.4.1 or 2.4.2, then the Deposit and all interest accrued thereon shall forthwith be delivered to the Buyer without any set-off, abatement or deduction whatsoever, and thereafter neither Party shall have any further claim, action, right or remedy against the other.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Buyer's Representations

The Buyer acknowledges, represents and warrants to the Seller that:

- 3.1.1 the Buyer is a Schedule II foreign bank validly existing and licensed under the *Bank Act*;
- 3.1.2 the Buyer has all necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations and the execution and delivery of this Agreement and the consummation of the Transaction have been duly authorized by all necessary corporate action on the part of the Buyer;
- 3.1.3 the Buyer has obtained all necessary regulatory approvals from the applicable regulatory authorities to enable it to enter into this Agreement and to perform its obligations thereunder;
- 3.1.4 the Buyer is not a party to, bound or affected by or subject to any indenture, agreement, instrument, charter or by-law provision, order, judgment or decree which would be violated, contravened or breached by the execution and delivery by it of this Agreement or the performance by it of any of the terms contained in this Agreement;
- 3.1.5 no actions or proceedings are pending or to the best of its knowledge have been threatened in writing against or which involve the Buyer to restrain or prohibit the completion of the Transaction;
- 3.1.6 this Agreement and each of the other documents contemplated under this Agreement to which the Buyer is or will be a party have been or will be, as at the Time of Closing, duly and validly executed and delivered by the Buyer and constitutes or will, as at the Time of Closing, constitute legal, valid and binding obligations of the Buyer, as the case may be, enforceable in accordance with its terms; and
- 3.1.7 the Buyer is a sophisticated party capable of making its own assessments in respect of entering into this Agreement and the Transaction and, to that end, it has relied solely upon its own independent review, investigation and inspection of all documents and information relating to the Purchased Assets and except for the representations and warranties set out herein, it has not relied upon any written or oral statements, representations, promises, warranties or guarantees whatsoever, whether express or implied (by operation of law or otherwise), regarding the Purchased Assets, or the completeness of any information provided in connection therewith except as expressly set out in this Purchase Agreement.

3.2 Seller's Representations

The Seller represents and warrants to the Buyer that:

- 3.2.1 upon the granting of the Approval and Vesting Order, the Seller has the right to enter into this Agreement and to complete the Transaction;
- 3.2.2 Maple Bank is a non-resident of Canada within the meaning of that term as used in the *Income Tax Act (Canada)*; and
- 3.2.3 no actions or proceedings are pending and to the best of the Seller's knowledge, none have been threatened in writing against or which involve the Seller or Maple Bank to restrain or prohibit the completion of the Transaction.

3.3 Survival of Representations and Warranties

The representations and warranties of each of the Buyer and Seller shall not survive Closing.

ARTICLE 4 CONDITIONS

4.1 Conditions of the Buyer

The obligation of the Buyer to complete the Transaction is subject to the following conditions being fulfilled or performed at or prior to the Time of Closing:

- 4.1.1 all representations and warranties of the Seller contained in this Agreement will be true as of the Closing Date with the same effect as though made on and as of that date;
- 4.1.2 no action or proceedings will be pending or threatened to restrain or prohibit the completion of the Transaction contemplated by this Agreement; and
- 4.1.3 the Seller will have performed its obligations under this Agreement to the extent required to be performed on or before the Closing Date.

The foregoing conditions are for the exclusive benefit of the Buyer. Any condition may be waived by the Buyer in whole or in part. Any such waiver will be binding on the Buyer only if made in writing.

4.2 Conditions of the Seller

The obligation of the Seller to complete the Transaction is subject to the following conditions being fulfilled or performed at or prior to the Time of Closing:

- 4.2.1 all acknowledgements, representations and warranties of the Buyer contained in this Agreement will be true as of the Closing Date with the same effect as though made on and as of that date;
- 4.2.2 no action or proceedings will be pending or threatened to restrain or prohibit the completion of the Transaction contemplated by this Agreement; and
- 4.2.3 the Buyer will have performed each of its obligations under this Agreement to the extent required to be performed on or before the Closing Date.

The foregoing conditions are for the exclusive benefit of the Seller. Any condition may be waived by the Seller in whole or in part. Any such waiver will be binding on the Seller only if made in writing.

4.3 Conditions – Approval and Vesting Order and Consents

The obligations of the Seller and Buyer to complete the Transaction are subject to the following conditions being fulfilled or performed at or prior to the Time of Closing:

- 4.3.1 an order, substantially in the form of the order attached as Exhibit "B", shall have been made by the Court approving this Agreement and the Transaction and vesting in the Buyer all the right, title and interest of Maple Bank, if any, in the Purchased Assets free and clear of all Encumbrances (the "Approval and Vesting Order"). The Seller will diligently pursue the application for the Approval and Vesting Order. The Buyer, at the

request and expense of the Seller, will promptly provide the Seller with all information and assistance as the Seller may reasonably require to obtain the Approval and Vesting Order;

- 4.3.2 the Approval and Vesting Order will not have been stayed, varied or vacated, no appeal of the Approval and Vesting Order will be pending, and no order will have been issued restraining or prohibiting, and no action or proceeding will be pending to restrain or prohibit, the completion of the Transaction;
- 4.3.3 the GIA Consent will have been obtained; and
- 4.3.4 a consent, acknowledgement and receipt from CIC with respect to the Federal Promissory Notes substantially in the form set forth at Exhibit "D" (the "CIC Consent") shall have been obtained.

The Parties hereto acknowledge that the foregoing conditions are for the mutual benefit of the Seller and the Buyer.

4.4 Non-Satisfaction of Conditions

If any condition set out in this Article is not satisfied or performed prior to the time specified therefor, a Party for whose benefit the condition is inserted may in writing:

- 4.4.1 waive compliance with the condition in whole or in part in its sole discretion by written notice to the other Party and without prejudice to any of its rights of termination in the event of non-fulfillment of any other condition in whole or in part; provided that, for certainty, in the case of the conditions set out in Section 4.3, such conditions can only be waived if both Parties agree to do so; or
- 4.4.2 elect on written notice to the other Party to terminate this Agreement before Closing; provided such Party is not in breach of any material obligation under this Agreement

ARTICLE 5 CLOSING

5.1 Closing

The completion of the Transaction will take place at the offices of KEB Hana Bank Canada located at Richmond Hill, Ontario, on the Closing Date at the Time of Closing or as otherwise determined by mutual agreement of the Parties in writing.

5.2 Buyer's Deliveries on Closing

At or before the Time of Closing, the Buyer will perform or execute and deliver to the Seller, as applicable, the following (in the case of documents, each of which will be in form and substance satisfactory to the Seller, acting reasonably):

- 5.2.1 payment of the balance of the Cash Purchase Price (for certainty, being the Cash Purchase Price less the Deposit) to the Seller in immediately available funds;
- 5.2.2 the Assignment and Assumption Agreement;

- 5.2.3 a certificate dated the Closing Date, confirming that all of the representations and warranties of the Buyer contained in this Agreement are true as of the Closing Date, with the same effect as though made on and as of the Closing Date;
- 5.2.4 a certificate dated the Closing Date, confirming that each of the conditions precedent in Section 4.1 of this Agreement have been fulfilled, performed or waived as of the Closing Date; and
- 5.2.5 any other documentation as is referred to in this Agreement or as the Seller may reasonably require to give effect to this Agreement.

5.3 Seller's Deliveries on Closing

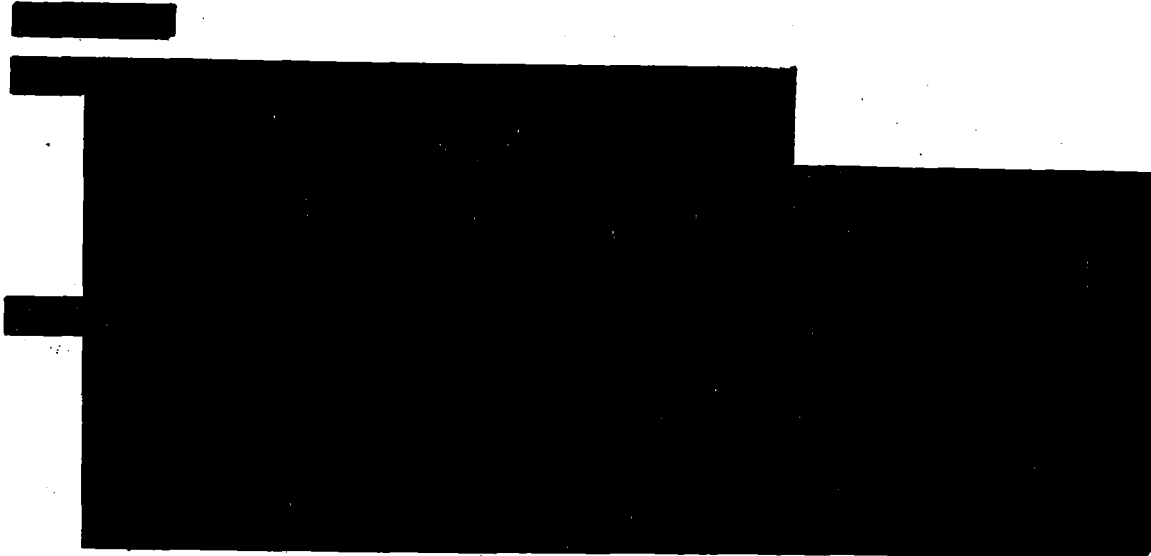
At or before the Time of Closing, the Seller will perform or execute and deliver to the Buyer the following, each of which will be in form and substance satisfactory to the Buyer, acting reasonably:

- 5.3.1 the Assignment and Assumption Agreement;
- 5.3.2 the Approval and Vesting Order;
- 5.3.3 the Liquidator's Sale Certificate;
- 5.3.4 the original Receivable Backed Notes and Federal Promissory Notes;
- 5.3.5 original or electronic copies of the Related Documents as are in the possession or control of the Seller;
- 5.3.6 a true or electronic copy of the applicable Receivable Backed Notes Issuance Agreement(s);
- 5.3.7 electronic or other copies of the Related Books and Records as are in the possession or control of the Seller;
- 5.3.8 the G/A Consent;
- 5.3.9 the CIC Consent;
- 5.3.10 file the requisite financing change statements to the personal property security registrations listed on Schedule 3 to reflect the assignment to the Buyer of the security interests granted by the applicable Issuer to Maple Bank; and
- 5.3.11 any other documentation as is referred to in this Agreement or as the Buyer may reasonably require to give effect to this Agreement.

5.4 Buyer's Acknowledgement

The Buyer acknowledges that the Seller is selling the right, title and interest of Maple Bank, if any, in and to the Purchased Assets pursuant to the Approval and Vesting Order. The Buyer agrees to purchase and accept the right, title and interest of Maple Bank in and to the Purchased Assets pursuant to and in accordance with the terms of this Agreement and the Approval and Vesting Order.

5.5



5.6 Breach by Buyer

If the Buyer fails to comply with the terms of this Agreement, the Seller may by notice to the Buyer elect to treat this Agreement as having been repudiated by the Buyer. In that event, the Deposit and any other payments made by the Buyer will be forfeited to the Seller on account of its liquidated damages, and the Purchased Assets may be resold by the Seller. The Seller will not be entitled to assert or institute any other claim, action, right or remedy against the Buyer as a result of the non completion of the Transaction.

**ARTICLE 6
GENERAL**

6.1 Paramountcy

In the event of any conflict or inconsistency between the provisions of this Agreement, and any other agreement, document or instrument executed or delivered by the Seller in connection with this Transaction or this Agreement, the provisions of this Agreement will prevail to the extent of that conflict or inconsistency.

6.2 Commission

The Buyer acknowledges that there are no agent or broker fees or other commissions payable by the Seller or otherwise in connection with the Transaction, and the Buyer agrees to indemnify the Sellers against any claim for compensation or commission by any third party or agent retained by the Buyer in connection with, or in contemplation of, the Transaction.

6.3 Confidentiality

All information exchanged between the Seller and the Buyer in connection with the Transaction will be considered Evaluation Materials, and subject to the Confidentiality Agreement. Any publicity relating to the Transaction and the manner of releasing any information regarding the Transaction will be mutually agreed upon by the Seller and the Buyer, both Parties acting reasonably.

6.4 Costs and Expenses

Except as otherwise specified in this Agreement, all costs and expenses (including the fees and disbursements of accountants, legal counsel and other professional advisers) incurred in connection with this Agreement and the completion of the Transaction are to be paid by the Party incurring those costs and expenses. If this Agreement is terminated, the obligation of each Party to pay its own costs and expenses is subject to each Party's respective rights arising from a breach or termination.

6.5 Time of Essence

Time is of the essence in all respects of this Agreement.

6.6 Notices

Any Communication must be in writing and either:

- 6.6.1 personally delivered;
- 6.6.2 sent by prepaid registered mail; or
- 6.6.3 sent by facsimile, email or functionally equivalent electronic means of communication, charges (if any) prepaid.

Any Communication must be sent to the intended recipient at its address as follows:

to the Seller at:
333 Bay Street, Suite 4600
Toronto, Ontario, M5H 2S5
Attention: Nicholas Brearton / Philip Reynolds / Andrew Parkes
Facsimile No.: (416) 777-3364
Email: nbrearton@kpmg.ca / pjreynolds@kpmg.ca / aparkes@kpmg.ca

with a copy to:

Gowling WLG (Canada) LLP
1 First Canadian Place
100 King Street West, Suite 1600
Toronto, Ontario, M5X 1G5
Attention: Alex MacFarlane / Lilly Wong / Christine Mason
Facsimile No.: (416) 862-7661
Email: alex.macfarlane@gowlingwlq.com / lilly.wong@gowlingwlq.com
[/christine.mason@gowlingwlq.com](mailto:christine.mason@gowlingwlq.com)

to the Buyer at:

●
Attention: ●
Facsimile No.: ●
Email: ●

or at any other address that any Party may from time to time advise the other by Communication given in accordance with this Section 6.6. Any Communication delivered to the Party to whom it is addressed will be deemed to have been given and received on the day it is delivered at that Party's address, provided that if that day is not a Business Day then the Communication will be deemed to have been given and received on the next Business Day. Any Communication transmitted by facsimile or other form of electronic communication will be deemed to have been given and received on the day on which it was transmitted (but if the Communication is transmitted on a day which is not a Business Day or after 4:00 p.m. (local time of the recipient), the Communication will be deemed to have been received on the next Business Day). Any Communication given by registered mail will be deemed to have been received on the fifth (5th) Business Day after which it is so mailed. If a strike or lockout of postal employees is then in effect, or generally known to be impending, every Communication must be effected by personal delivery or by facsimile transmission.

6.7 Further Assurances

Each Party will, at the requesting Party's cost, execute and deliver all further agreements and documents and provide all further assurances as may be reasonably required by the other Party to give effect to this Agreement and, without limiting the generality of the foregoing, will do all acts and things, execute and deliver all agreements and documents and provide all assurances, undertakings and information as may be required from time to time by all regulatory or governmental bodies.

6.8 Amendment and Waiver

No supplement, modification, amendment, waiver, discharge or termination of this Agreement is binding unless it is executed in writing by the Party to be bound. No waiver of, failure to exercise or delay in exercising, any provision of this Agreement constitutes a waiver of any other provision (whether or not similar) nor does such waiver constitute a continuing waiver unless otherwise expressly provided.

6.9 Submission to Jurisdiction

Without prejudice to the ability of any Party to enforce this Agreement in any other proper jurisdiction, each of the Parties irrevocably submits and attorns to the non-exclusive jurisdiction of the Court to determine all issues, whether at law or in equity arising from this Agreement. To the extent permitted by applicable law, each of the Parties irrevocably waives any objection (including any claim of inconvenient forum) that it may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of that Province or that the subject matter of this Agreement may not be enforced in such courts and irrevocably agrees not to seek, and waives any right to, judicial review by any court which may be called upon to enforce the judgment of the courts referred to in this Section 6.9, of the substantive merits of any such suit, action or proceeding. To the extent a Party has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, that Party irrevocably waives that immunity in respect of its obligations under this Agreement.

6.10 Assignment and Enurement

Neither this Agreement nor any right or obligation under this Agreement may be assigned by either Party without the prior written consent of the other Party, such consent not to be unreasonably

withheld or delayed. This Agreement enures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

6.11 Severability

Each provision of this Agreement is distinct and severable. If any provision of this Agreement, in whole or in part, is or becomes illegal, invalid or unenforceable in any jurisdiction by a court of competent jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect:

6.11.1 the legality, validity or enforceability of the remaining provisions of this Agreement; or

6.11.2 the legality, validity or enforceability of that provision in any other jurisdiction.

6.12 Counterparts

This Agreement may be executed and delivered by the Parties in one or more counterparts, each of which when so executed and delivered will be an original and such counterparts will together constitute one and the same instrument.

6.13 Facsimile or PDF Signatures

Delivery of this Agreement by facsimile or PDF transmission constitutes valid and effective delivery.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Each of the Parties has executed and delivered this Agreement, as of the date noted at the beginning of the Agreement.

KPMG Inc., in its capacity as Court appointed liquidator of the business in Canada of Maple Bank GmbH and its assets as defined under section 618 of the Bank Act

Per: N Breart
Name: Nicholas Brearton
Title: President

KEB HANA BANK CANADA

Per: [Signature]
Name: Chang Lee Lee
Title: General Manager

SCHEDULE 1
LIST OF RECEIVABLE BACKED NOTES AND ASSOCIATED CIC NOTES FOR KEB

REDACTED

SCHEDULE 2
RECEIVABLE BACKED NOTES ISSUANCE AGREEMENTS

1. Receivable Backed Notes Issuance Agreement dated May 25, 2012 between Korea Exchange Bank of Canada and Maple Bank

**SCHEDULE 3
PERSONAL PROPERTY REGISTRATIONS**

A: Ontario Registrations

Debtor: Korea Exchange Bank of Canada

	SECURED PARTY	FILE NO/ REGISTRATION NO/ REGISTRATION PERIOD	COLLATERAL CLASSIFICATION/DESCRIPTION
1.	Maple Bank, GmbH, Toronto Branch	678716586 20120529 1200 1590 1641 8 years	Accounts, Other
2.	Maple Bank, GmbH, Toronto Branch	691006149 20131010 1546 1590 9135 10 years	Accounts, Other

**SCHEDULE 4
INDICATIVE PURCHASE PRICE**

REDACTED

EXHIBIT "A"
ASSIGNMENT AND ASSUMPTION AGREEMENT

BETWEEN:

KPMG INC., in its capacity as court-appointed liquidator of the business in Canada of **Maple Bank GmbH** and its assets as defined in section 618 of the *Bank Act*

(the "**Assignor**")

- and -

KEB HANA BANK CANADA

(the "**Assignee**")

- A. Upon application by the Attorney General of Canada, pursuant to section 10.1 of the *Winding Up and Restructuring Act* (WURA), on February 16, 2016 the Ontario Superior Court of Justice (Commercial List) ("**the Court**") made a winding-up order: (a) that the business in Canada of Maple Bank GmbH ("**Maple Bank**") be wound up and that its assets, as defined under section 618 of the *Bank Act* be liquidated; and, (b) appointing KPMG Inc. as the liquidator (the "**Liquidator**") of the Toronto Branch under section 23 of WURA.
- B. Pursuant to an Order dated April 5, 2016, the Court approved: (a) a marketing process for a purchaser of certain of the assets of Maple Bank (collectively, the "**Toronto Branch Assets**"); and, (b) that the Liquidator implement and carry out the terms of the Marketing Process for sale of the Toronto Branch Assets.
- C. The Buyer and the Seller have entered into an Agreement of Purchase and Sale made as of ●, 2016 (the "**Agreement**"), pursuant to which, inter alia, the Seller has agreed to sell the Purchased Assets to the Buyer and the Buyer has agreed to purchase and assume the rights and obligations of Maple Bank in and to the Purchased Assets.
- D. Capitalized terms used in this agreement not otherwise defined in this agreement will have the meanings set out in the Agreement.

NOW THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt of which is acknowledged, the Assignor declares as follows:

Effective as of ●, 2016, the Assignor assigns and transfers to the Assignee, without recourse to the Assignor or Maple Bank and, except as expressly provided in the Agreement, without warranty, all of Maple Bank's right, title and interest in and to the Purchased Assets and the Assignee assumes all of the covenants and obligations of Maple Bank under the Purchased Assets.

The Assignor undertakes and agrees to execute, at the reasonable request of the Assignee, such further documentation as may be reasonably required in order to permit the Assignee to complete this assignment of the Purchased Assets.

Each of the parties has executed and delivered this Agreement on the ● day of ●, 2016.

KPMG Inc., in its capacity as Court appointed liquidator of the business in Canada of Maple Bank GmbH and its assets as defined under section 618 of the *Bank Act*

Per: _____
Name:
Title:

KEB HANA BANK CANADA

Per: _____
Name:
Title:

EXHIBIT "B"
FORM OF APPROVAL AND VESTING ORDER

Court File No. CV-16-11290-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE REGIONAL) *DAY THE *
SENIOR JUSTICE MORAWETZ) DAY OF *, 2016
)

IN THE MATTER OF MAPLE BANK GmbH

AND IN THE MATTER OF THE *WINDING-UP AND RESTRUCTURING ACT*,
R.S.C. 1985, C.W-11, AS AMENDED

AND IN THE MATTER OF THE *BANK ACT*, S.C. 1991, C.46, AS AMENDED

BETWEEN:

ATTORNEY GENERAL OF CANADA

Applicant

and

MAPLE BANK GmbH

Respondent

APPROVAL AND VESTING ORDER

THIS MOTION, made by KPMG Inc. ("**KPMG**"), in its capacity as the Court-appointed Liquidator (the "**Liquidator**") in respect of the winding up of the business in Canada (the

"**Business**") of Maple Bank GmbH ("**Maple Bank**") and its assets as defined in section 618 of the *Bank Act*, S.C. 1991, as amended (the "**Bank Act**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale dated June [X], 2016 (the "**Sale Agreement**") between the Liquidator and KEB Hana Bank Canada (the "**Purchaser**"), appended to the * Report of the Liquidator dated *, 2016 (the "*** Report**"), and vesting in the Purchaser Maple Bank's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the * Report and on hearing the submissions of counsel for the Liquidator and counsel for the German Insolvency Administrator, no one appearing for any other person on the service list, although properly served as appears from the affidavit of [INSERT NAME] sworn *, 2016, filed:

1. THIS COURT ORDERS that the * Report and the activities of the Liquidator outlined therein be and are hereby approved.
2. THIS COURT ORDERS AND DECLARES that (i) the Transaction is hereby approved; (ii) the execution of the Sale Agreement by the Liquidator is hereby authorized, ratified and approved, and (iii) the Liquidator is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser, including the making of such minor amendments to the Sale Agreement as the Liquidator may deem necessary.
3. THIS COURT ORDERS AND DECLARES that upon the delivery of a Liquidator's certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the "**Liquidator's Certificate**"), all of Maple Bank's right, title and interest (including, for greater certainty, any right, title or interest held by the GIA) in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or

charges created by the Order of Regional Senior Justice Morawetz dated February 16, 2016; (ii) any charges created under the *Winding-up and Restructuring Act*; (iii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system, **[and, without limiting the generality of the foregoing, the registrations listed as Schedule "B" hereto]**; and (iv) **[those Claims listed on Schedule "C" hereto]** (all of which are collectively referred to as the "Encumbrances"), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Liquidator's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

5. THIS COURT ORDERS AND DIRECTS the Liquidator to file with the Court a copy of the Liquidator's Certificate, forthwith after delivery thereof.

6. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Liquidator is authorized and permitted to disclose and transfer to the Purchaser personal information of identifiable individuals, if any, relating to the Purchased Assets, and who may be identified in, or subject to the Sale Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by Maple Bank.

7. THIS COURT ORDERS that, notwithstanding the pendency of these proceedings, the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall not be void or voidable by creditors of Maple Bank, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Winding-up and Restructuring Act*, or any other applicable federal or

provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

8. THIS COURT ORDERS that the definitions of "Deposit", "Purchase Price" and "Outside Date" in Section 1.1, Section 5.5 and Schedule 4 of the Sale Agreement are hereby sealed and shall not form part of the public record until such time as the Liquidator's Certificate has been filed with the Court, or upon further order of the Court.

9. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Liquidator and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Liquidator, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Liquidator and its agents in carrying out the terms of this Order.

Schedule A – Form of Liquidator’s Certificate

Court File No. CV-16-11290-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF MAPLE BANK GmbH

AND IN THE MATTER OF THE WINDING-UP AND RESTRUCTURING ACT,
R.S.C. 1985, C.W-11, AS AMENDED

AND IN THE MATTER OF THE BANK ACT, S.C. 1991, C.46, AS AMENDED

BETWEEN:

ATTORNEY GENERAL OF CANADA

Applicant

and

MAPLE BANK GmbH

Respondent

LIQUIDATOR’S CERTIFICATE

RECITALS

- A. Pursuant to an Order of Regional Senior Justice Morawetz of the Ontario Superior Court of Justice [Commercial List] (the "**Court**") dated February 16, 2016, KPMG Inc. was appointed under the provisions of the *Winding-Up and Restructuring Act* (Canada) as the Liquidator (the "**Liquidator**") of the business in Canada of Maple Bank GmbH ("**Maple Bank**") and of its assets, as defined in section 618 of the *Bank Act*, S.C. 1991, c.46, as amended.
- B. Pursuant to an Order of the Court dated *, 2016, the Court approved the agreement of purchase and sale made as of *, 2016 (the "**Sale Agreement**") between the Liquidator and KEB Hana Bank Canada (the "**Purchaser**"), and provided for the vesting in the

Purchaser of Maple Bank's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Liquidator to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Article 4 of the Sale Agreement have been satisfied or waived by the Liquidator and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Liquidator.

- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE LIQUIDATOR CERTIFIES the following:

1. The Purchaser has paid and the Liquidator has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in Article * of the Sale Agreement have been satisfied or waived by the Liquidator and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Liquidator.
4. This Certificate was delivered by the Liquidator at _____ [TIME] on _____ [DATE].

KPMG Inc., in its capacity as the Court-appointed Liquidator in respect of the winding up of the business in Canada of Maple Bank GmbH, and of its assets, as defined in section 618 of the *Bank Act*, S.C. 1991, c.46, as amended.

Per: _____

Name:

Title:

Schedule B – PPSA Registrations to be deleted and expunged

Name of Debtor: Maple Bank GmbH

As of: *, 2016

	<u>SECURED PARTY</u>	<u>FILE NO./ REGISTRATION NO.</u>	<u>COLLATERAL CLASSIFICATION/DESCRIPTION</u>
1.		* * years	
2.			
3.			
4.			

Schedule C

[COMPLETE]

IN THE MATTER OF MAPLE BANK GmbH - AND IN THE MATTER OF THE WINDING-UP AND
RESTRUCTURING ACT, R.S.C. 1985, C.W-11, AS AMENDED - AND IN THE MATTER OF THE BANK
ACT, S.C. 1991, C.46, AS AMENDED
BETWEEN: **ATTORNEY GENERAL OF CANADA**, Applicant – and – **MAPLE BANK GmbH**,
Respondent

Court File No. CV-16-11290-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

PROCEEDING COMMENCED AT
TORONTO

APPROVAL AND VESTING ORDER

GOWLING WLG (CANADA) LLP

Barristers & Solicitors
1 First Canadian Place
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Thomas Gertner: thomas.gertner@gowlingwlg.com

Lawyers for KPMG Inc., in its capacity as Liquidator of the
business in Canada of Maple Bank GmbH and its assets.

**EXHIBIT "C"
GIA CONSENT**

[SEE ATTACHED]

CONSENT AND ACKNOWLEDGEMENT

Reference is made to the Agreement of Purchase and Sale dated ■, 2016 executed by KPMG Inc. ("KPMG") and KEB Hana Bank Canada ("KEB") pursuant to which KPMG, in its capacity as court-appointed liquidator, has agreed to assign to KEB all of Maple Bank GmbH, Toronto Branch's ("**Maple Bank**") rights, title and interest in, to, and under certain property, assets and undertaking of Maple Bank (the "**Purchase Agreement**").

Capitalized terms used but not defined herein have the meanings given to them in the Purchase Agreement.

The undersigned hereby acknowledges, consents and agrees to the Transaction and Approval and Vesting Order.

**EXHIBIT "D"
CIC CONSENT**

[SEE ATTACHED]

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CONSENT, ACKNOWLEDGEMENT AND RECEIPT

This letter confirms receipt of the Assignment and Assumption Agreement dated ■, 2016 executed by KPMG Inc. ("KPMG") and KEB Hana Bank Canada ("KEB") pursuant to which KPMG, in its capacity as court-appointed liquidator, has assigned to KEB all of Maple Bank GmbH, Toronto Branch's ("Maple Bank") right, title and interest in, to, and under all security interests, assignments, hypothecs, charges, and other liens over the promissory notes issued by Her Majesty the Queen in right of Canada, as represented by the Minister of Citizenship and Immigration and Citizenship and Immigration Canada, as applicable ("CIC") to the below noted investors in connection with the Federal Immigrant Investor Program (the "Notes").

We acknowledge that CIC received irrevocable directions from KEB, on behalf of the below noted investors, directing CIC to pay all amounts owing or otherwise payable to the below noted investors to Maple Bank. We further acknowledge Maple Bank's right to assign the irrevocable directions, confirm and consent to the assignment of Maple Bank's interest in the Notes to KEB and recognize KEB as the assignee of Maple Bank's right to payment under the irrevocable directions.

We (i) confirm that no repayments of the Notes have been made, and (ii) confirm that CIC has not been directed to make any payments pursuant to or in connection with the Notes to any person, other than Maple Bank and KEB.

CIC will pay directly to KEB in immediately available funds at the following address, or as KEB may otherwise direct, all amounts owing or otherwise payable to the below noted investors pursuant to or in connection with the Notes and will in no case refund or repay the below noted investors or make any payment to Maple Bank in respect of the Notes:

■

TAB 2B

EXECUTION VERSION

AGREEMENT OF PURCHASE AND SALE
(FEDERAL IMMIGRANT INVESTOR PROGRAM)

THIS AGREEMENT is dated July 21, 2016.

BETWEEN:

KPMG INC., solely in its capacity as court-appointed liquidator of the business in Canada of **Maple Bank GmbH** and its assets as defined in section 618 of the *Bank Act*

(the "Seller")

- and -

ICICI BANK CANADA (the "Buyer")

CONTEXT:

- A. Maple Bank GmbH ("**Maple Bank**") is a Canadian-owned German bank and an "authorized foreign bank" in Canada under section 2 and Part XII.1 of the *Bank Act* (Canada). As a German bank, Maple Bank is subject to regulation in Germany by the Federal Financial Supervisory Authority ("**BaFin**"). As an authorized foreign bank under the *Bank Act*, Maple Bank is regulated with respect to its business in Canada by the Office of the Superintendent of Financial Institutions ("**OSFI**").
- B. On February 10, 2016, BaFin advised OSFI that it filed for insolvency proceedings in Germany in respect of Maple Bank based on the admission of Maple Bank of its impending insolvency and with Maple Bank's consent. On February 11, 2016 the German Court issued an order commencing insolvency proceedings and appointing an Insolvency Administrator over Maple Bank.
- C. Upon application by the Attorney General of Canada, pursuant to section 10.1 of the *Winding-up and Restructuring Act* ("**WURA**"), on February 16, 2016 the Ontario Superior Court of Justice (Commercial List) (the "**Court**") made a winding-up order (the "**Winding-Up Order**"): (a) that the business in Canada (the "**Business**") of Maple Bank (the "**Toronto Branch**") be wound up and that its assets, as defined under section 618 of the *Bank Act* (Canada) be liquidated; and, (b) appointing KPMG Inc. ("**KPMG**") as the liquidator (the "**Liquidator**") of the Toronto Branch under section 23 of WURA.
- D. Pursuant to an Order dated April 5, 2016, the Court: (a) approved a marketing process (the "**Marketing Process**") for the sale of certain of the assets of the Toronto Branch (collectively, the "**Toronto Branch Assets**"); and, (b) authorized and directed the Liquidator to implement and carry out the terms of the Marketing Process for sale of the Toronto Branch Assets.
- E. Subject to the issuance of the Approval and Vesting Order (as defined below) and other terms and conditions of this Agreement, the Seller has agreed to sell to the Buyer, and the Buyer has agreed to purchase from the Seller, all of the Maple Bank's right, title and interest in and to the Purchased Assets, on the terms and conditions set out in this Agreement.

THEREFORE, the Parties, hereto, agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement the following terms have the following meanings:

"Agreement" means this agreement, including all Schedules and Exhibits, as it may be supplemented, amended, restated or replaced from time to time by written agreement between the Parties.

"Applicable Law" means, at any time, with respect to any Person, property, transaction or event, all applicable laws, statutes, regulations, treaties, judgments and decrees and (whether or not having the force of law) all applicable official directives, rules, consents, approvals, by-laws, permits, authorizations, guidelines, orders and policies of any Governmental Authority having authority over that Person, property, transaction or event.

"Approval and Vesting Order" is defined in Section 5.3.1.

"Assignment and Assumption Agreement" means an assignment substantially in the form attached as Exhibit "A".

"Business" is defined in the context of this Agreement.

"Business Day" means any day excluding a Saturday, Sunday or statutory holiday in the Province of Ontario, and also excluding any day on which the principal chartered banks located in the City of Toronto are not open for business during normal banking hours.

"Buyer's Pre-Closing Deliveries" has the meaning given to such term in Section 6.3.

"CIC" means Her Majesty the Queen in right of Canada, as represented by the Minister of Citizenship and Immigration and Citizenship and Immigration Canada, as applicable.

"CIC Consent" has the meaning given to such term in Section 5.3.5.

"Closing" means the successful completion of the Transaction.

"Closing Date" means:

- (a) the third (3rd) Business Day after the date that all of the conditions in Sections 5.1, 5.2 and 5.3 have been satisfied or waived; or
- (b) such other date as may be agreed in writing between the Parties;

provided that the Closing Date shall occur on or prior to the Outside Date.

"Communication" means any notice, demand, request, consent, approval or other communication which is required or otherwise contemplated by this Agreement to be given or made by a Party.

"Confidentiality Agreement" means the confidentiality agreement dated April 22, 2016 between the Buyer and the Liquidator.

"Court" is defined in the context of this Agreement.

"Data Site" means the data site established by the Liquidator in connection with the Marketing Process.

"Deposit" is defined in Section 2.3.1(a).

"Direction and Consent" means, in form and substance reasonably satisfactory to the Seller and Buyer, a Notice and Direction by the Seller to the Issuer of the applicable Receivable Backed Notes, that Maple Bank's right, title and interest in such Receivable Backed Notes and Related Rights have been assigned and transferred to the Buyer.

"Effective Date" means the first Business Day following the granting of the Approval and Vesting Order.

"Encumbrances" means liens, claims, charges, demands, title retention agreements, security interests, pledges, hypothecations, mortgages and encumbrances of any nature and kind whatsoever.

"Evaluation Materials" has the meaning set out in the Confidentiality Agreement.

"Excluded Receivable Backed Note" means any Receivable Backed Note (a) that has matured prior to or on the Closing Date; or (b) for which the original of such note is not delivered to the Buyer on Closing; or (c) for which the related Federal Promissory Note listed opposite such Receivable Backed Note in the table at Schedule 1 is an Excluded Federal Promissory Note; and **"Excluded Receivable Backed Notes"** means, collectively, all such notes. For certainty, if the information on any note delivered to the Buyer purporting to be an original of a Receivable Backed Note varies from the information set out on Schedule 1 with respect to such Receivable Backed Note, such Receivable Backed Note shall be an Excluded Receivable Backed Note.

"Excluded Federal Promissory Notes" means any Federal Promissory Note for which the original of such note is not delivered to the Buyer on Closing, and **"Excluded Federal Promissory Notes"** means, collectively, all such notes. For certainty, if the information on any note delivered to the Buyer purporting to be an original of a Federal Promissory Note varies from the information set out on Schedule 1 with respect to such Federal Promissory Note, such Federal Promissory Note shall be an Excluded Federal Promissory Note

"Federal Promissory Notes" means the promissory notes issued by CIC, as more particularly listed in the second column of the table at Schedule 1, other than the Excluded Federal Promissory Notes.

"GIA Consent" means the consent of the German Insolvency Administrator, substantially in the form of the consent attached as Exhibit "D", consenting to the Transaction and the Approval and Vesting Order.

"Gowling WLG Toronto" means the offices of Gowling WLG (Canada) LLP located at Toronto, Ontario.

"Governmental Authority" means:

- (a) any federal, provincial, state, local, municipal, regional, territorial, aboriginal, or other government, governmental or public department, branch, ministry, or court, domestic or foreign, including any district, agency, commission, board, arbitration panel or authority and any subdivision of the foregoing exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory or taxing authority or power of any nature; or
- (b) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority for the account of any of the foregoing.

"HST" means harmonized tax exigible pursuant to Part IX of the *Excise Tax Act* (Canada) as applicable in the Province of Ontario.

"Issuer" means the "Issuer" under the applicable Receivable Backed Notes Issuance Agreement.

"Liquidator" is defined in the context of this Agreement.

"Liquidator's Sale Certificate" means the certificate, substantially in the form attached as Schedule "A" to the Approval and Vesting Order (which is attached to this Agreement as Exhibit "B"), to be completed by the Liquidator and delivered to the Buyer on the Closing Date and later filed with the Court, pursuant to which the Liquidator confirms that the conditions to Closing have been satisfied or waived.

"Maple Bank" is defined in the context of this Agreement.

"Marketing Process" is defined in the context of this Agreement.

"Outside Date" means [REDACTED] or such other date as agreed between the Parties in writing.

"Parties" means the Seller and the Buyer, and **"Party"** means either one of them.

"Person" means an individual, body corporate, sole proprietorship, partnership or trust or unincorporated association, unincorporated syndicate, unincorporated organization, or another entity, and a natural person, acting in his or her individual capacity or in his or her capacity as executor, trustee, administrator or legal representative, and any Governmental Authority.

"Principal Amount" means, in respect of a Receivable Backed Note,, the "Principal Amount" as shown on such Receivable Backed Note.

"Purchased Assets" means, collectively, the Receivable Backed Notes and Related Rights.

"Purchase Price" means an amount equal to the aggregate of the purchase prices for each Receivable Backed Note as of the Closing Date calculated as follows: [REDACTED]

[REDACTED]

[REDACTED]

"Receivable Backed Notes" means, collectively, the receivable backed notes issued by the applicable Issuer to Maple Bank pursuant to the applicable Receivable Backed Notes Issuance Agreement, as more particularly listed in the first column of the table at Schedule 1, other than the Excluded Receivable Backed Notes.

"Receivable Backed Notes Issuance Agreements" means, collectively, the receivable backed notes issuance agreements listed in Schedule 2.

"Related Books and Records" means, in respect of any Receivable Backed Note, all books, records and other information in the possession or control of the Liquidator on the Closing Date evidencing, or maintained in respect of, such Receivable Backed Note.

"Related Documents" means, in respect of any Receivable Backed Note, all Receivable Documents (as such term is defined in the applicable Receivable Backed Notes Issuance Agreement) in the possession or control of the Liquidator on the Closing Date, including, without limitation, the Federal Promissory Notes.

"Related Rights" means, in respect of any Receivable Backed Note, all of Maple Bank's right, title and interest in, to and under (i) the applicable Receivable Backed Notes Issuance Agreement, including, without limitation, all security interests, assignments, hypothecs, charges, charges and other liens, and all guarantees and indemnities created thereunder supporting or securing payment of such Receivable Backed Note; (ii) the Related Documents; and (iii) the Related Books and Records.

"Representatives" means, in respect of a Party, each director, officer, employee, agent, manager, lender, solicitor, accountant, professional advisor, consultant, contractor and other representative of such Party.

"Seller's Pre-Closing Deliveries" has the meaning given to such term in Section 6.4.

"Taxes" means all taxes, duties and other charges levied on or measured by, or referred to as transfer, land transfer, registration charges, gross receipt, sales, retail sales, use, consumption, HST, value-added, excise or stamp, and all import and export taxes.

"Time of Closing" means 10:00 a.m. (EST) on the Closing Date or such other time on the Closing Date as the Parties may mutually agree.

"Toronto Branch" is defined in the context of this Agreement.

"Toronto Branch Assets" is defined in the context of this Agreement.

"Transaction" means the transaction of purchase and sale contemplated by this Agreement.

"Winding-Up Order" is defined in the context of this Agreement.

"WURA" is defined in the context of this Agreement.

1.2 Entire Agreement

This Agreement, together with any other agreement or agreements and other documents to be delivered under this Agreement and the Confidentiality Agreement, constitute the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no representations, warranties or other agreements between the Parties in connection with the subject matter of this Agreement except as specifically set out in this Agreement, any of the other agreements and documents delivered under this Agreement and the Confidentiality Agreement.

1.3 Time of Day

Unless otherwise specified, references to time of day or date mean the local time or date in the City of Toronto, Province of Ontario.

1.4 Business Day

Whenever any payment to be made or action to be taken under this Agreement is required to be made or taken on a day other than a Business Day, the payment is to be made or action taken on the next Business Day following.

1.5 Governing Law

This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in that Province.

1.6 Certain Rules of Interpretation

- 1.6.1 In this Agreement, words signifying the singular number include the plural and vice versa, and words signifying gender include all genders. Every use of the word "including" in this Agreement is to be construed as meaning "including, without limitation".
- 1.6.2 The division of this Agreement into Articles and Sections, the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement.
- 1.6.3 References in this Agreement to an Article, Section, Schedule or Exhibit are to be construed as references to an Article, Section, Schedule or Exhibit of or to this Agreement unless the context requires otherwise.
- 1.6.4 Unless otherwise specified in this Agreement, time periods within which or following which any payment is to be made or act is to be done will be calculated by excluding the day on which the period commences and including the day on which the period ends.
- 1.6.5 Unless otherwise specified, any reference in this Agreement to any statute includes all regulations made under or in connection with that statute, and is to be construed as a reference to that statute as amended, supplemented or replaced.

1.7 Schedules and Exhibits

The following is a list of Schedules and Exhibits:

<u>Schedule</u>	<u>Subject Matter</u>
Schedule 1	Receivable Backed Notes and Associated Federal Promissory Notes
Schedule 2	Receivable Backed Notes Issuance Agreements
Schedule 3	Personal Property Registrations

<u>Exhibit</u>	<u>Subject Matter</u>
Exhibit "A"	Assignment and Assumption Agreement
Exhibit "B"	Approval and Vesting Order
Exhibit "C"	CIC Consent
Exhibit "D"	GIA Consent

ARTICLE 2 SALE AND PURCHASE AND ASSIGNMENT

2.1 Sale and Purchase of Purchased Assets

2.1.1 Subject to the terms and conditions of this Agreement, the Seller will sell, transfer and assign all right, title and interest of Maple Bank in and to the Purchased Assets to the Buyer and the Buyer will purchase all right, title and interest of Maple Bank in and to the Purchased Assets on the Closing Date, all without recourse to, and except as expressly provided in this Agreement, without representation or warranty from, the Seller or Maple Bank. The Buyer acknowledges that it is not purchasing any property or assets of Maple Bank pursuant to this Agreement other than the Purchased Assets.

2.1.2 With effect as of the Effective Date, on and after Closing:

- (a) the Buyer will:
 - (i) succeed to all the rights and benefits of Maple Bank under the Purchased Assets and assume and be obligated to perform, and will perform, all of the covenants and obligations of Maple Bank under the Purchased Assets;
 - (ii) be the "Registered Holder" under the Receivable Backed Notes, in place of Maple Bank.
- (b) the obligations (if any) of each of the Seller and Maple Bank under the Purchased Assets will be assumed in full and the Seller and Maple Bank will relinquish their rights under the Purchased Assets in full, without any novation whatsoever; and
- (c) any steps or decisions taken, and any suit, action or proceeding initiated, by the Buyer arising out of, under, or in connection with any of the Purchased Assets

will be in the name of the Buyer only and not in the name of the Seller and/or Maple Bank.

2.2 "As is, Where is"

The Buyer acknowledges that the Seller is selling the Purchased Assets on an "as is, where is" basis as they exist on the Closing Date without recourse to the Seller or Maple Bank, and upon Closing, the Seller and Maple Bank will have no further liability to the Buyer. The Buyer further acknowledges that it has entered into this Agreement and will acquire the Purchased Assets on the basis that the Seller and Maple Bank make no representation or warranty (except as expressly set out herein) and assume no responsibility with respect to any statements, warranties, or representations made in connection with, or any of the books and records relating to, any of the Purchased Assets (except as expressly set out herein) or the legality, validity, enforceability, priority, genuineness, sufficiency, value, assignability, condition or any other matter whatsoever of, related to, or respect of (a) any of the Purchased Assets, (b) any deed, agreement, instrument or document furnished under or in connection with any of the Purchased Assets, (c) any of the rights or mortgages, charges, assignments, hypothecs or other security interests granted under or in connection with any of the Purchased Assets, (d) any of the real, immovable, moveable, intangible or intangible property backing or securing any of the Purchased Assets, (e) any withholding tax, HST or other Taxes of any nature or kind exigible, deductible or payable in connection with or arising out of the Transaction. For certainty, the Seller and Maple Bank make no representation or warranty in connection with, and assume no responsibility with respect to, the Federal Promissory Notes, other than as expressly set out herein.

No representation, warranty or condition is expressed or can be implied as to title, encumbrances, description, fitness for purpose, merchantability, condition, quantity or quality, assignability or in respect of any other matter or thing concerning the Purchased Assets or the right of the Seller to sell them, save as expressly represented or warranted in this Agreement. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act* (Ontario) or under any other applicable law in Canada, the Province of Ontario or any other jurisdiction in which Purchased Assets are located do not apply to the Transaction and have been waived by the Buyer. The description of the Purchased Assets contained in the Schedules is for purposes of identification only. No representation, warranty or condition has or will be given by the Seller concerning the completeness or accuracy of those descriptions, other than as expressly set out herein.

The Buyer acknowledges and agrees that it has conducted all due diligence with respect to the Purchased Assets that it deemed appropriate, has satisfied itself with regard to all matters relating to the Purchased Assets that it deemed necessary or desirable and has made its own independent credit and legal analysis and decision to enter into this Purchase Agreement and consummate the Transaction.

2.3 Payment and Purchase Price

2.3.1 At or prior to the Time of Closing, the Buyer will pay the Purchase Price to the Seller as follows:

- (a) the sum of [REDACTED] will be paid by the Buyer to the Seller (in immediately available funds) upon execution of this Agreement as a deposit (the "Deposit") to be held by the Seller, in trust, in an interest bearing account at Canadian Imperial Bank of Commerce with an interest rate of 10 basis points per annum, pending completion or termination of this Agreement (for certainty, the Seller

provides no assurance as to the amount of interest obtainable by it on the Deposit); and

- (b) the balance of the Purchase Price will be paid upon Closing in immediately available funds.

2.3.2 The Purchase Price and all other payments to be made under this Agreement will be made without set-off or counterclaim and without deduction for any Taxes, levies, duties, fees, deductions, withholdings, restrictions, or conditions of any nature whatsoever, other than as may be required by the applicable Governmental Authority.

2.4 Application of Deposit

2.4.1 If the Transaction is completed, then on Closing the Deposit shall be paid to the Seller, or as it directs, and applied towards the Purchase Price payable by the Buyer. Interest accrued on the Deposit prior to Closing shall be paid to the Buyer within three (3) Business Days after Closing by cheque or wire transfer of funds to an account designated by the Buyer.

2.4.2 Subject to Section 2.4.4, if the Transaction is not completed for any reason other than:

- (a) failure to satisfy the conditions under Section 5.3; or
- (b) the Buyer exercising its rights under Section 5.4 to terminate this Agreement;

then the Deposit, together with interest accrued thereon, shall be forthwith forfeited, and retained by the Seller without any set-off, abatement or deduction whatsoever. The Seller will not be entitled to assert or institute any other claim, action, right or remedy against the Buyer as a result of the non-completion of the Transaction.

2.4.3 Subject to Section 2.4.4, if the Transaction is not completed for one or more of the reasons set out in Sections 2.4.2(a) or 2.4.2(b), then the Deposit and all interest accrued thereon shall forthwith be delivered to the Buyer without any set-off, abatement or deduction whatsoever, and thereafter neither Party shall have any further claim, action, right or remedy against the other.

2.4.4 If, the Buyer or the Seller exercises its rights to terminate this Agreement in accordance with Section 6.6.1(b) then:

- (a) If (i) the Seller is not in material breach of the Agreement; (ii) the Seller is ready, willing and able to complete the Transaction; and (iii) the Seller has met or would have met (for those conditions that can, by their terms, only be met at the Time of Closing) at the Time of Closing the conditions under Section 5.1, but the Buyer is in material breach of its obligations under Sections 6.3.1 to 6.3.4 (inclusive) of this Agreement, including for certainty, failure to pay the balance of the balance of the Purchase Price in accordance with Section 2.3.1(b), (and such breach is the sole cause of the Closing not occurring by the Outside Date), then the Deposit, together with any interest accrued thereon, shall be forthwith forfeited, and retained by the Seller without any set-off, abatement or deduction whatsoever; and

- (b) If at any other time, other than as set forth in Section 2.4.4(a), the Buyer or the Seller exercises its rights to terminate this Agreement in accordance with Section 6.6.1(b) then the Deposit, together with interest accrued thereon, shall be forthwith delivered by the Seller to the Buyer by wire transfer of immediately available funds without any set-off, abatement or deduction whatsoever.

2.5 Taxes

The Seller shall be liable for payment of HST and any other Taxes exigible now or at any time as may be reassessed hereafter, solely in connection with the purchase and sale of the Purchased Assets. For certainty, in no event shall the amount payable by the Buyer be greater than the Purchase Price and the Purchase Price shall be not be increased by the amount of any HST or such other Taxes.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Buyer's Representations

The Buyer acknowledges, represents and warrants to the Seller that:

- 3.1.1 the Buyer is a Schedule II foreign bank validly existing and licensed under the *Bank Act*;
- 3.1.2 the Buyer has all necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations and the execution and delivery of this Agreement and the consummation of the Transaction have been duly authorized by all necessary corporate action on the part of the Buyer;
- 3.1.3 the Buyer has obtained all necessary regulatory approvals from the applicable regulatory authorities to enable it to enter into this Agreement and to perform its obligations thereunder;
- 3.1.4 the Buyer is not a party to, bound or affected by or subject to any indenture, agreement, instrument, charter or by-law provision, order, judgment or decree which would be violated, contravened or breached by the execution and delivery by it of this Agreement or the performance by it of any of the terms contained in this Agreement;
- 3.1.5 no actions or proceedings are pending or to the best of its knowledge have been threatened in writing against or which involve the Buyer to restrain or prohibit the completion of the Transaction;
- 3.1.6 this Agreement and each of the other documents contemplated under this Agreement to which the Buyer is or will be a party have been or will be, as at the Time of Closing, duly and validly executed and delivered by the Buyer and constitutes or will, as at the Time of Closing, constitute legal, valid and binding obligations of the Buyer, as the case may be, enforceable in accordance with its terms; and
- 3.1.7 the Buyer is a sophisticated party capable of making its own assessments in respect of entering into this Agreement and the Transaction and, to that end, it has relied solely

upon its own independent review, investigation and inspection of all documents and information relating to the Purchased Assets and except for the representations and warranties set out herein, it has not relied upon any written or oral statements, representations, promises, warranties or guarantees whatsoever, whether express or implied (by operation of law or otherwise), regarding the Purchased Assets, or the completeness of any information provided in connection therewith except as expressly set out in this Purchase Agreement.

3.2 Seller's Representations

The Seller represents and warrants to the Buyer that:

- 3.2.1 upon the granting of the Approval and Vesting Order, the Seller has the right to enter into this Agreement and to complete the Transaction;
- 3.2.2 Maple Bank is a non-resident of Canada within the meaning of that term as used in the *Income Tax Act (Canada)*;
- 3.2.3 no actions or proceedings are pending and to the best of the Seller's knowledge, none have been threatened in writing against or which involve the Seller or Maple Bank to restrain or prohibit the completion of the Transaction; and
- 3.2.4 to the knowledge of the Seller, copies of the Receivable Backed Notes, the Receivable Backed Notes Issuance Agreements and the Related Documents that are in the possession of Maple Bank have been provided to the Buyer.

3.3 Survival of Representations and Warranties

The representations and warranties of each of the Buyer and Seller shall not survive Closing.

ARTICLE 4 INTERIM COVENANTS

4.1 Access to Information

Prior to the Time of Closing, the Seller shall give the Buyer and its Representatives:

- 4.1.1 continued access to the Data Site and immediately after execution of this Agreement permit the Buyer to print and save copies of the documents posted to the Data Site; and
- 4.1.2 upon reasonable advance notice and during regular business hours, reasonable access to Purchased Assets, and permit the Buyer to make such copies and inspections thereof, upon reasonable advance notice and during regular business hours, as the Buyer may reasonably request; provided, however, that any such access shall be conducted at the Buyer's expense, in accordance with Applicable Law, at a reasonable time, under the supervision of the Seller's Representatives.

ARTICLE 5 CONDITIONS

5.1 Conditions of the Buyer

The obligation of the Buyer to complete the Transaction is subject to the following conditions being fulfilled or performed at or prior to the Time of Closing:

- 5.1.1 all representations and warranties of the Seller contained in this Agreement will be true as of the Closing Date with the same effect as though made on and as of that date;
- 5.1.2 no action or proceedings will be pending or threatened to restrain or prohibit the completion of the Transaction contemplated by this Agreement; and
- 5.1.3 the Seller will have performed its obligations under this Agreement to the extent required to be performed on or before the Closing Date.

The foregoing conditions are for the exclusive benefit of the Buyer. Any condition may be waived by the Buyer in whole or in part. Any such waiver will be binding on the Buyer only if made in writing.

5.2 Conditions of the Seller

The obligation of the Seller to complete the Transaction is subject to the following conditions being fulfilled or performed at or prior to the Time of Closing:

- 5.2.1 all acknowledgements, representations and warranties of the Buyer contained in this Agreement will be true as of the Closing Date with the same effect as though made on and as of that date;
- 5.2.2 no action or proceedings will be pending or threatened to restrain or prohibit the completion of the Transaction contemplated by this Agreement; and
- 5.2.3 the Buyer will have performed each of its obligations under this Agreement to the extent required to be performed on or before the Closing Date.

The foregoing conditions are for the exclusive benefit of the Seller. Any condition may be waived by the Seller in whole or in part. Any such waiver will be binding on the Seller only if made in writing.

5.3 Conditions – Approval and Vesting Order and Consents

The obligations of the Seller and Buyer to complete the Transaction are subject to the following conditions being fulfilled or performed at or prior to the Time of Closing:

- 5.3.1 an order, substantially in the form of the order attached as Exhibit "B", shall have been made by the Court approving this Agreement and the Transaction and vesting in the Buyer all the right, title and interest of Maple Bank, if any, in the Purchased Assets free and clear of all Encumbrances (the "Approval and Vesting Order"). The Seller will diligently pursue the application for the Approval and Vesting Order. The Buyer, at its own expense, will promptly provide the Seller with all information and assistance as the Seller may reasonably require to obtain the Approval and Vesting Order;

- 5.3.2 the Approval and Vesting Order will not have been stayed, varied or vacated, no appeal of the Approval and Vesting Order will be pending, and no order will have been issued restraining or prohibiting, and no action or proceeding will be pending to restrain or prohibit, the completion of the Transaction;
- 5.3.3 the Direction and Consent;
- 5.3.4 the GIA Consent shall have been obtained; and
- 5.3.5 a consent, acknowledgement and receipt from CIC with respect to the Federal Promissory Notes substantially in the form set forth at Exhibit "C" (the "CIC Consent") shall have been obtained.

The Parties hereto acknowledge that the foregoing conditions are for the mutual benefit of the Seller and the Buyer.

5.4 Non-Satisfaction of Conditions

If any condition set out in this Article is not satisfied or performed prior to the time specified therefor, a Party for whose benefit the condition is inserted may in writing:

- 5.4.1 waive compliance with the condition in whole or in part in its sole discretion by written notice to the other Party and without prejudice to any of its rights of termination in the event of non-fulfilment of any other condition in whole or in part; provided that, for certainty, in the case of the conditions set out in Section 5.3, such conditions can only be waived if both Parties agree to do so; or
- 5.4.2 elect on written notice to the other Party to terminate this Agreement before Closing; provided such Party is not in breach of any material obligation under this Agreement.

ARTICLE 6 CLOSING

6.1 Pre-Closing

- 6.1.1 At or prior to 10:00 a.m. (EST) on the 2nd Business Day prior to the Closing Date, the Buyer's Pre Closing Deliveries and the Seller's Pre-Closing Deliveries shall be delivered to Gowling WLG Toronto. The Parties agree that the Buyer's Pre-Closing Deliveries and the Seller's Pre-Closing Deliveries shall be held in escrow at Gowling WLG Toronto and shall not be removed until the earlier of:
 - (a) Closing, in which case the Buyer's Pre-Closing Deliveries shall be released to the Seller and the Seller's Pre-Closing Deliveries shall be released to the Buyer;
 - (b) termination of this Agreement, in which case the Buyer's Pre-Closing Deliveries shall be returned to the Buyer and the Seller's Pre-Closing Deliveries shall be returned to the Seller.
- 6.1.2 The Buyer, Seller and their respective Representatives shall, upon reasonable advance notice and during regular business hours, have reasonable access to the Buyer's Pre-Closing Deliveries and the Seller's Pre-Closing Deliveries at Gowling WLG Toronto in

order to (a) identify any deficiencies; and (ii) identify the Excluded Notes, if any, provided however, that any such access shall be conducted at each Party's own expense and in accordance with Applicable Law.

6.2 Closing

The completion of the Transaction will take place at Gowling WLG Toronto on the Closing Date at the Time of Closing or as otherwise determined by mutual agreement of the Parties in writing.

6.3 Buyer's Deliveries on Closing

At or before the Time of Closing, the Buyer will perform or execute and deliver to the Seller, as applicable, the following (in the case of documents, each of which will be in form and substance satisfactory to the Seller, acting reasonably):

- 6.3.1 payment of the balance of the Purchase Price to the Seller in immediately available funds;
- 6.3.2 the Assignment and Assumption Agreement;
- 6.3.3 a certificate dated the Closing Date, confirming that all of the representations and warranties of the Buyer contained in this Agreement are true as of the Closing Date, with the same effect as though made on and as of the Closing Date;
- 6.3.4 a certificate dated the Closing Date, confirming that each of the conditions precedent in Section 5.1 of this Agreement have been fulfilled, performed or waived as of the Closing Date; and
- 6.3.5 any other documentation as is referred to in this Agreement or as the Seller may reasonably require to give effect to this Agreement.

The documents listed at Sections 6.3.2 to 6.3.5 are referred to as the "**Buyer's Pre-Closing Deliveries**".

6.4 Seller's Deliveries on Closing

At or before the Time of Closing, the Seller will perform or execute and deliver to the Buyer the following, each of which will be in form and substance satisfactory to the Buyer, acting reasonably:

- 6.4.1 the Assignment and Assumption Agreement;
- 6.4.2 the Approval and Vesting Order;
- 6.4.3 the Direction and Consent;
- 6.4.4 the Liquidator's Sale Certificate;
- 6.4.5 the original Receivable Backed Notes and Federal Promissory Notes;
- 6.4.6 original or electronic copies of the Related Documents as are in the possession or control of the Seller;

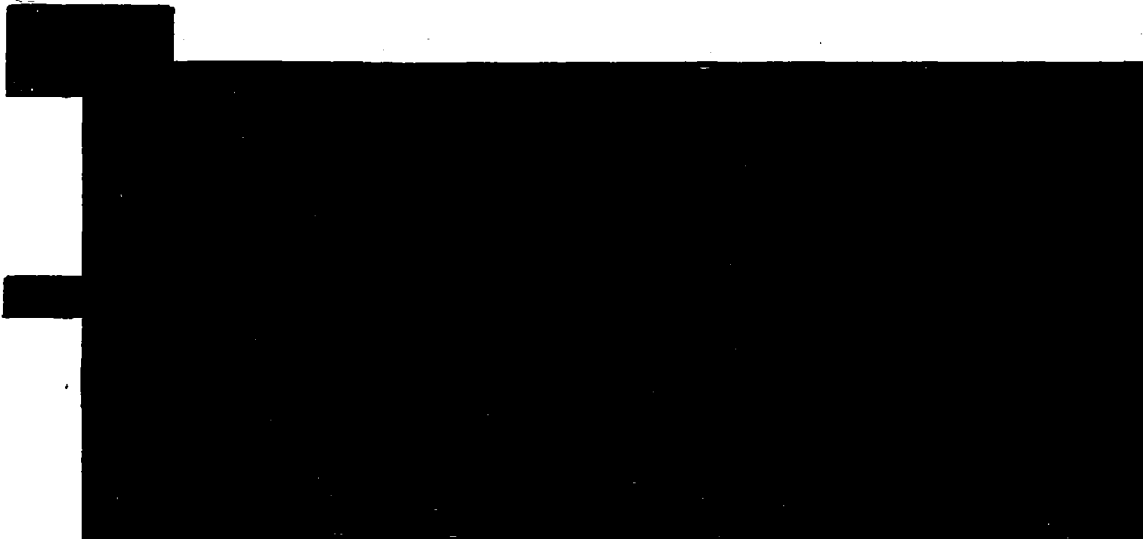
- 6.4.7 a true or electronic copy of the applicable Receivable Backed Notes Issuance Agreement(s);
- 6.4.8 electronic or other copies of the Related Books and Records as are in the possession or control of the Seller;
- 6.4.9 the CIC Consent;
- 6.4.10 the GIA Consent;
- 6.4.11 file the requisite financing change statements to the personal property security registrations listed on Schedule 3 to reflect the assignment to the Buyer of the security interests granted by the applicable Issuer to Maple Bank; and
- 6.4.12 any other documentation as is referred to in this Agreement or as the Buyer may reasonably require to give effect to this Agreement.

The documents listed at Sections 6.4.1 to 6.4.10 and 6.4.12 are referred to as the "Seller's Pre-Closing Deliveries".

6.5 Buyer's Acknowledgement

The Buyer acknowledges that the Seller is selling the right, title and interest of Maple Bank, if any, in and to the Purchased Assets pursuant to the Approval and Vesting Order. The Buyer agrees to purchase and accept the right, title and interest of Maple Bank in and to the Purchased Assets pursuant to and in accordance with the terms of this Agreement and the Approval and Vesting Order.

6.6



6.7 Breach by Buyer

If the Buyer fails to comply with the terms of this Agreement, the Seller may by notice to the Buyer elect to treat this Agreement as having been repudiated by the Buyer. In that event, the Deposit and any other payments made by the Buyer will be forfeited to the Seller on account of its liquidated

damages, and the Purchased Assets may be resold by the Seller. The Seller will not be entitled to assert or institute any other claim, action, right or remedy against the Buyer as a result of the non completion of the Transaction.

ARTICLE 7 GENERAL

7.1 Paramountcy

In the event of any conflict or inconsistency between the provisions of this Agreement, and any other agreement, document or instrument executed or delivered by the Seller in connection with this Transaction or this Agreement, the provisions of this Agreement will prevail to the extent of that conflict or inconsistency. In the event of any conflict or inconsistency between the provisions of this Agreement and the Approval and Vesting Order, the Approval and Vesting Order shall prevail to the extent of that conflict or inconsistency.

7.2 Commission

The Buyer acknowledges that there are no agent or broker fees or other commissions payable by the Seller or otherwise in connection with the Transaction, and the Buyer agrees to indemnify the Sellers against any claim for compensation or commission by any third party or agent retained by the Buyer in connection with, or in contemplation of, the Transaction.

7.3 Confidentiality

All information exchanged between the Seller and the Buyer in connection with the Transaction will be considered Evaluation Materials, and subject to the Confidentiality Agreement, including, for certainty any information made available to the Buyer pursuant to Section 4.1. Any publicity relating to the Transaction and the manner of releasing any information regarding the Transaction will be mutually agreed upon by the Seller and the Buyer, both Parties acting reasonably.

7.4 Costs and Expenses

Except as otherwise specified in this Agreement, all costs and expenses (including the fees and disbursements of accountants, legal counsel and other professional advisers) incurred in connection with this Agreement and the completion of the Transaction are to be paid by the Party incurring those costs and expenses. If this Agreement is terminated, the obligation of each Party to pay its own costs and expenses is subject to each Party's respective rights arising from a breach or termination.

7.5 Time of Essence

Time is of the essence in all respects of this Agreement.

7.6 Notices

Any Communication must be in writing and either:

7.6.1 personally delivered;

7.6.2 sent by prepaid registered mail; or

7.6.3 sent by facsimile, email or functionally equivalent electronic means of communication, charges (if any) prepaid.

Any Communication must be sent to the intended recipient at its address as follows:

to the Seller at:

333 Bay Street, Suite 4600

Toronto, Ontario, M5H 2S5

Attention: Nicholas Brearton / Philip Reynolds / Andrew Parkes

Facsimile No.: (416) 777-3364

Email: nbrearton@kpmg.ca / pireynolds@kpmg.ca / aparkes@kpmg.ca

with a copy to:

Gowling WLG (Canada) LLP

1 First Canadian Place

100 King Street West, Suite 1600

Toronto, Ontario, M5X 1G5

Attention: Alex MacFarlane / Lilly Wong / Christine Mason

Facsimile No.: (416) 862-7661

Email: alex.macfarlane@gowlingwlg.com / lilly.wong@gowlingwlg.com
christine.mason@gowlingwlg.com

to the Buyer at:

150 Ferrand Drive,

Toronto, Ontario

Canada, M3C 3E5

Attention:

Anthony Coulthard / Akshay Chaturvedi

Facsimile No.:

416-214-0529

Email:

anthony.coulthard@icicibank.com /
akshay.chaturvedi@icicibank.com

or at any other address that any Party may from time to time advise the other by Communication given in accordance with this Section 7.6. Any Communication delivered to the Party to whom it is addressed will be deemed to have been given and received on the day it is delivered at that Party's address, provided that if that day is not a Business Day then the Communication will be deemed to have been given and received on the next Business Day. Any Communication transmitted by facsimile or other form of electronic communication will be deemed to have been given and received on the day on which it was transmitted (but if the Communication is transmitted on a day which is not a Business Day or after 4:00 p.m. (local time of the recipient), the Communication will be deemed to have been received on the next Business Day). Any Communication given by registered mail will be deemed to have been received on the fifth (5th) Business Day after which it is so mailed. If a strike or lockout of postal employees is then in effect, or generally known to be impending, every Communication must be effected by personal delivery or by facsimile transmission.

7.7 Further Assurances

Each Party will, at the requesting Party's cost, execute and deliver all further agreements and documents and provide all further assurances as may be reasonably required by the other Party to give effect to this Agreement and, without limiting the generality of the foregoing, will do all acts and things, execute and deliver all agreements and documents and provide all assurances, undertakings and information as may be required from time to time by all regulatory or governmental bodies.

7.8 Amendment and Waiver

No supplement, modification, amendment, waiver, discharge or termination of this Agreement is binding unless it is executed in writing by the Party to be bound. No waiver of, failure to exercise or delay in exercising, any provision of this Agreement constitutes a waiver of any other provision (whether or not similar) nor does such waiver constitute a continuing waiver unless otherwise expressly provided.

7.9 Submission to Jurisdiction

Without prejudice to the ability of any Party to enforce this Agreement in any other proper jurisdiction, each of the Parties irrevocably submits and attorns to the non-exclusive jurisdiction of the Court to determine all issues, whether at law or in equity arising from this Agreement. To the extent permitted by applicable law, each of the Parties irrevocably waives any objection (including any claim of inconvenient forum) that it may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of that Province or that the subject matter of this Agreement may not be enforced in such courts and irrevocably agrees not to seek, and waives any right to, judicial review by any court which may be called upon to enforce the judgment of the courts referred to in this Section 7.9, of the substantive merits of any such suit, action or proceeding. To the extent a Party has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, that Party irrevocably waives that immunity in respect of its obligations under this Agreement.

7.10 Assignment and Enurement

Neither this Agreement nor any right or obligation under this Agreement may be assigned by either Party without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. This Agreement enures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

7.11 Severability

Each provision of this Agreement is distinct and severable. If any provision of this Agreement, in whole or in part, is or becomes illegal, invalid or unenforceable in any jurisdiction by a court of competent jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect:

7.11.1 the legality, validity or enforceability of the remaining provisions of this Agreement; or

7.11.2 the legality, validity or enforceability of that provision in any other jurisdiction.

7.12 Counterparts

This Agreement may be executed and delivered by the Parties in one or more counterparts, each of which when so executed and delivered will be an original and such counterparts will together constitute one and the same instrument.

7.13 Facsimile or PDF Signatures

Delivery of this Agreement by facsimile or PDF transmission constitutes valid and effective delivery.


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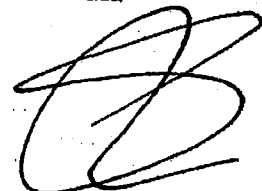
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Each of the Parties has executed and delivered this Agreement, as of the date noted at the beginning of the Agreement.

KPMG Inc., in its capacity as Court appointed liquidator of the business in Canada of Maple Bank GmbH and its assets as defined under section 618 of the *Bank Act*

Per: 
Name: Nicholas Brearton
Title: President

ICICI BANK CANADA 
Per: _____
Name: Akshay Chaturvedi
Title: Senior Vice President
Corporate & Commercial Banking
ICICI Bank Canada



**Sandeep Goel
Senior Vice President &
Chief Risk Officer
ICICI Bank Canada**

SCHEDULE 1
RECEIVABLE BACKED NOTES AND ASSOCIATED FEDERAL PROMISSORY NOTES

REDACTED

SCHEDULE 2
RECEIVABLE BACKED NOTES ISSUANCE AGREEMENTS

1. Receivable Backed Note Issuance Agreement dated May 25, 2012 between Maple Bank GmbH, Toronto Branch, and Korea Exchange Bank of Canada (now known as KEB Hana Bank Canada)

**SCHEDULE 3
PERSONAL PROPERTY REGISTRATIONS**

A: Ontario Registrations

Debtor: KEB Hana Bank Canada / Banque KEB Hana du Canada

SECURED PARTY	FILE NO./ REGISTRATION NO./ REGISTRATION PERIOD	COLLATERAL CLASSIFICATION / DESCRIPTION	FINANCING CHANGE STATEMENT(S)
1. Maple Bank, GmbH, Toronto Branch	678716586 20120529 1200 1590 1641 8 years	Accounts, Other	20160721 1349 1862 1864 20160721 1349 1862 1865 20160721 1350 1862 1866 20160721 1350 1862 1867
2. Maple Bank, GmbH, Toronto Branch	691006149 20131010 1546 1590 9135 10 years	Accounts, Other	20160721 1349 1862 1863 20160721 1350 1862 1868

EXHIBIT "A"
ASSIGNMENT AND ASSUMPTION AGREEMENT

BETWEEN:

KPMG INC., in its capacity as court-appointed liquidator of the business in Canada of **Maple Bank GmbH** and its assets as defined in section 618 of the *Bank Act*

(the "Assignor")

- and -

ICICI BANK CANADA

(the "Assignee")

- A. Upon application by the Attorney General of Canada, pursuant to section 10.1 of the *Winding-up and Restructuring Act* (WURA), on February 16, 2016 the Ontario Superior Court of Justice (Commercial List) ("**the Court**") made a winding-up order: (a) that the business in Canada of Maple Bank GmbH ("**Maple Bank**") be wound up and that its assets, as defined under section 618 of the *Bank Act* be liquidated; and, (b) appointing KPMG Inc. as the liquidator (the "**Liquidator**") of the Toronto Branch under section 23 of WURA.
- B. Pursuant to an Order dated April 5, 2016, the Court approved: (a) a marketing process for a purchaser of certain of the assets of Maple Bank (collectively, the "**Toronto Branch Assets**"); and, (b) that the Liquidator implement and carry out the terms of the Marketing Process for sale of the Toronto Branch Assets.
- C. The Buyer and the Seller have entered into an Agreement of Purchase and Sale made as of ●, 2016 (the "**Agreement**"), pursuant to which, inter alia, the Seller has agreed to sell the Purchased Assets to the Buyer and the Buyer has agreed to purchase and assume the rights and obligations of Maple Bank in and to the Purchased Assets.
- D. Capitalized terms used in this agreement not otherwise defined in this agreement will have the meanings set out in the Agreement.

NOW THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt of which is acknowledged, the Assignor declares as follows:

Effective as of ●, 2016, the Assignor assigns and transfers to the Assignee, without recourse to the Assignor or Maple Bank and, except as expressly provided in the Agreement, without warranty, all of Maple Bank's right, title and interest in and to the Purchased Assets and the Assignee assumes all of the covenants and obligations of Maple Bank under the Purchased Assets.

The Assignor undertakes and agrees to execute, at the request and expense of the Assignee, such further documentation as may be reasonably required in order to permit the Assignee to complete this assignment of the Purchased Assets.

Each of the parties has executed and delivered this Agreement on the ● day of ●, 2016.

KPMG Inc., in its capacity as Court appointed liquidator of the business in Canada of Maple Bank GmbH and its assets as defined under section 618 of the *Bank Act*

Per: _____
Name:
Title:

ICICI BANK CANADA

Per: _____
Name:
Title:

EXHIBIT "B"
FORM OF APPROVAL AND VESTING ORDER

Court File No. CV-16-11290-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE REGIONAL) *DAY THE *
SENIOR JUSTICE MORAWETZ) DAY OF *, 2016
)

IN THE MATTER OF MAPLE BANK GmbH

AND IN THE MATTER OF THE *WINDING-UP AND RESTRUCTURING ACT*,
R.S.C. 1985, C.W-11, AS AMENDED

AND IN THE MATTER OF THE *BANK ACT*, S.C. 1991, C.46, AS AMENDED

BETWEEN:

ATTORNEY GENERAL OF CANADA

Applicant

and

MAPLE BANK GmbH

Respondent

APPROVAL AND VESTING ORDER

THIS MOTION, made by KPMG Inc. ("KPMG"), in its capacity as the Court-appointed Liquidator (the "Liquidator") in respect of the winding up of the business in Canada (the

"**Business**") of Maple Bank GmbH ("**Maple Bank**") and its assets as defined in section 618 of the *Bank Act*, S.C. 1991, as amended (the "**Bank Act**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale dated June [X], 2016 (the "**Sale Agreement**") between the Liquidator and ICICI Bank Canada (the "**Purchaser**"), appended to the * Report of the Liquidator dated *, 2016 (the "**** Report**"), and vesting in the Purchaser Maple Bank's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the * Report and on hearing the submissions of counsel for the Liquidator and counsel for the German Insolvency Administrator, no one appearing for any other person on the service list, although properly served as appears from the affidavit of [INSERT NAME] sworn *, 2016, filed:

1. THIS COURT ORDERS that the * Report and the activities of the Liquidator outlined therein be and are hereby approved.
2. THIS COURT ORDERS AND DECLARES that (i) the Transaction is hereby approved; (ii) the execution of the Sale Agreement by the Liquidator is hereby authorized, ratified and approved, and (iii) the Liquidator is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser, including the making of such minor amendments to the Sale Agreement as the Liquidator may deem necessary.
3. THIS COURT ORDERS AND DECLARES that upon the delivery of a Liquidator's certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the "**Liquidator's Certificate**"), all of Maple Bank's right, title and interest (including for greater certainty, any right, title or interest held by the GIA) in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or

charges created by the Order of Regional Senior Justice Morawetz dated February 16, 2016; (ii) any charges created under the *Winding-up and Restructuring Act*; (iii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system, [and, without limiting the generality of the foregoing, the registrations listed as Schedule "B" hereto]; and (iv) [those Claims listed on Schedule "C" hereto] (all of which are collectively referred to as the "Encumbrances"), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Liquidator's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

5. THIS COURT ORDERS AND DIRECTS the Liquidator to file with the Court a copy of the Liquidator's Certificate, forthwith after delivery thereof.

6. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Liquidator is authorized and permitted to disclose and transfer to the Purchaser personal information of identifiable individuals, if any, relating to the Purchased Assets, and who may be identified in, or subject to the Sale Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by Maple Bank.

7. THIS COURT ORDERS that, notwithstanding the pendency of these proceedings, the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall not be void or voidable by creditors of Maple Bank, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Winding-Up and Restructuring Act*, or any other applicable federal or

provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

8. THIS COURT ORDERS that the definitions of "Deposit", "Outside Date" and "Purchase Price" in Section 1.1 and Section 6.6 of the Sale Agreement attached to the Report are hereby sealed and shall not form part of the public record until such time as the Liquidator's Certificate has been filed with the Court, or upon further order of the Court.

9. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Liquidator and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Liquidator, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Liquidator and its agents in carrying out the terms of this Order.

Schedule A – Form of Liquidator's Certificate

Court File No. CV-16-11290-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF MAPLE BANK GmbH

**AND IN THE MATTER OF THE WINDING-UP AND RESTRUCTURING ACT,
R.S.C. 1985, C.W-11, AS AMENDED**

AND IN THE MATTER OF THE BANK ACT, S.C. 1991, C.46, AS AMENDED

BETWEEN:

ATTORNEY GENERAL OF CANADA

Applicant

and

MAPLE BANK GmbH

Respondent

LIQUIDATOR'S CERTIFICATE

RECITALS

- A. Pursuant to an Order of Regional Senior Justice Morawetz of the Ontario Superior Court of Justice [Commercial List] (the "**Court**") dated February 16, 2016, KPMG Inc. was appointed under the provisions of the *Winding-Up and Restructuring Act (Canada)* as the Liquidator (the "**Liquidator**") of the business in Canada of Maple Bank GmbH ("**Maple Bank**") and of its assets, as defined in section 618 of the *Bank Act, S.C. 1991, c.46*, as amended.
- B. Pursuant to an Order of the Court dated *, 2016, the Court approved the agreement of purchase and sale made as of *, 2016 (the "**Sale Agreement**") between the Liquidator and ICICI Bank Canada (the "**Purchaser**"), and provided for the vesting in the Purchaser

of Maple Bank's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Liquidator to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Article 5 of the Sale Agreement have been satisfied or waived by the Liquidator and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Liquidator.

- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE LIQUIDATOR CERTIFIES the following:

1. The Purchaser has paid and the Liquidator has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in Article * of the Sale Agreement have been satisfied or waived by the Liquidator and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Liquidator.
4. This Certificate was delivered by the Liquidator at _____ [TIME] on _____ [DATE].

KPMG Inc., in its capacity as the Court-appointed Liquidator in respect of the winding up of the business in Canada of Maple Bank GmbH, and of its assets, as defined in section 618 of the *Bank Act*, S.C. 1991, c.46, as amended.

Per:

Name:

Title:

Schedule B – PPSA Registrations to be deleted and expunged

Name of Debtor: Maple Bank GmbH

As of: *, 2016

	<u>SECURED PARTY</u>	<u>FILE No./ REGISTRATION NO.</u>	<u>COLLATERAL CLASSIFICATION/DESCRIPTION</u>
1.		* * years	
2.			
3.			
4.			

Schedule C

[COMPLETE]

Court File No. CV-16-11290-00CL

IN THE MATTER OF MAPLE BANK GmbH - AND IN THE MATTER OF THE WINDING-UP AND
RESTRUCTURING ACT, R.S.C. 1985, C.W-11, AS AMENDED - AND IN THE MATTER OF THE BANK
ACT, S.C. 1991, C.46, AS AMENDED

BETWEEN: **ATTORNEY GENERAL OF CANADA**, Applicant – and – **MAPLE BANK GmbH**,
Respondent

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

**PROCEEDING COMMENCED AT
TORONTO**

APPROVAL AND VESTING ORDER

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Lawyers for KPMG Inc., in its capacity as Liquidator of the
business in Canada of Maple Bank GmbH and its assets.

EXHIBIT "C"
CIC CONSENT

CONSENT, ACKNOWLEDGEMENT AND RECEIPT

This letter confirms receipt of the Assignment and Assumption Agreement dated ■, 2016 executed by KPMG Inc. ("KPMG") and ICICI Bank Canada ("ICICI") pursuant to which KPMG, in its capacity as court-appointed liquidator, has assigned to ICICI all of Maple Bank GmbH, Toronto Branch's ("Maple Bank") right, title and interest in, to, and under all security interests, assignments, hypothecs, charges, and other liens over the promissory notes issued by Her Majesty the Queen in right of Canada, as represented by the Minister of Citizenship and Immigration and Citizenship and Immigration Canada, as applicable ("CIC") to the below noted investors in connection with the Federal Immigrant Investor Program (the "Notes").

We acknowledge that CIC received irrevocable directions from KEB Hana Bank Canada ("KEB"), on behalf of the below noted investors, directing CIC to pay all amounts owing or otherwise payable to the below noted investors to Maple Bank. We further acknowledge Maple Bank's right to assign the irrevocable directions, confirm and consent to the assignment of Maple Bank's interest in the Notes to ICICI and recognize ICICI as the assignee of Maple Bank's right to payment under the irrevocable directions.

We (i) confirm that no repayments of the Notes have been made, and (ii) confirm that CIC has not been directed to make any payments pursuant to or in connection with the Notes to any person, other than Maple Bank and ICICI.

CIC will pay directly to ICICI in immediately available funds at the following address, or as ICICI may otherwise direct, all amounts owing or otherwise payable to the below noted investors pursuant to or in connection with the Notes and will in no case refund or repay the below noted investors or make any payment to KEB and/or Maple Bank in respect of the Notes:

■

EXHIBIT "D"
GIA CONSENT

CONSENT AND ACKNOWLEDGEMENT

Reference is made to the Agreement of Purchase and Sale dated ■, 2016 executed by KPMG Inc. ("KPMG") and ICICI Bank Canada ("ICICI") pursuant to which KPMG, in its capacity as court-appointed liquidator, has agreed to assign to ICICI all of Maple Bank GmbH, Toronto Branch's ("Maple Bank") rights, title and interest in, to, and under certain property, assets and undertaking of Maple Bank (the "Purchase Agreement").

Capitalized terms used but not defined herein have the meanings given to them in the Purchase Agreement.

The undersigned hereby:

- a) acknowledges and agrees that it has been authorized to provide this consent to the Transaction;
- b) confirms that it has been presented with the form of Approval and Vesting Order, which Approval and Vesting Order is attached as Schedule "A" hereto, and understands that the Approval and Vesting Order shall convey the Purchased Assets to the purchaser free and clear of the interests the German Insolvency Administrator and Maple Bank GmbH; and,
- c) acknowledges having received a copy of the Purchase Agreement and consents and agrees to the Transaction and Approval and Vesting Order.

TAB 2C

**AGREEMENT OF PURCHASE AND SALE
(QUEBEC IMMIGRANT INVESTOR PROGRAM)**

between

KPMG Inc.

**as Seller, solely in its capacity as court-appointed liquidator of the business in Canada
of Maple Bank GmbH and its assets as defined in section 618 of the *Bank Act***

- and -

**Canadian Imperial Bank of Commerce
as Buyer**

Dated as of July 22, 2016

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**AGREEMENT OF PURCHASE AND SALE
(QUEBEC IMMIGRANT INVESTOR PROGRAM)**

THIS AGREEMENT is dated July 22, 2016.

BETWEEN:

KPMG INC., solely in its capacity as court-appointed liquidator of the business in Canada of **Maple Bank GmbH** and its assets as defined in section 618 of the *Bank Act*

(the "Seller")

- and -

CANADIAN IMPERIAL BANK OF COMMERCE, a chartered bank existing under the laws of Canada (the "Buyer")

RECITALS:

- A. Maple Bank GmbH ("**Maple Bank**") is a Canadian-owned German bank and an "authorized foreign bank" in Canada under Section 2 and Part XII.1 of the *Bank Act* (Canada). As a German bank, Maple Bank is subject to regulation in Germany by the Federal Financial Supervisory Authority ("**BaFin**"). As an authorized foreign bank under the *Bank Act*, Maple Bank is regulated with respect to its business in Canada by the Office of the Superintendent of Financial Institutions ("**OSFI**").
- B. On February 10, 2016, BaFin advised OSFI that it filed for insolvency proceedings in Germany in respect of Maple Bank based on the admission of Maple Bank of its impending insolvency and with Maple Bank's consent. On February 11, 2016 the German Court issued an order commencing insolvency proceedings and appointing an Insolvency Administrator over Maple Bank.
- C. Upon application by the Attorney General of Canada, pursuant to section 10.1 of the *Winding-up and Restructuring Act* ("**WURA**"), on February 16, 2016 the Ontario Superior Court of Justice (Commercial List) (the "**Court**") made a winding-up order (the "**Winding-up Order**"): (a) that the business in Canada (the "**Business**") of Maple Bank GmbH, Toronto Branch (the "**Toronto Branch**") be wound up and that its assets, as defined under section 618 of the *Bank Act* (Canada) be liquidated; and (b) appointing KPMG Inc. ("**KPMG**") as the liquidator (the "**Liquidator**") of the Toronto Branch under section 23 of WURA.
- D. Pursuant to an Order dated April 5, 2016, the Court: (a) approved a marketing process (the "**Marketing Process**") for the sale of certain of the assets of the Toronto Branch (collectively, the "**Toronto Branch Assets**"); and (b) authorized and directed the Liquidator to implement and carry out the terms of the Marketing Process for sale of the Toronto Branch Assets.
- E. Subject to the issuance of the Approval and Vesting Order (as defined below) and other terms and conditions of this Agreement, the Seller wishes to sell to the Buyer, and the Buyer wishes

to purchase from the Seller, all of Maple Bank's right, title and interest in and to the Purchased Assets (as defined below), subject to the terms and conditions of in this Agreement.

THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) and with the intention of being legally bound, the Parties (as defined below) agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement the following terms have the following meanings:

"Agreement" means this agreement, including all Schedules and Exhibits, as it may be supplemented, amended, restated or replaced from time to time by written agreement between the Parties.

"Affiliate" means, with respect to any Person, any other Person which controls, is controlled by or is under common control with, directly or indirectly, such Person, and, if such Person is a natural person, includes any member of such Person's immediate family, or, if such Person is an entity, includes any trustee, member, general partner, manager, director or executive officer of, or any Person performing similar functions for, such Person.

"Applicable Law" means, at any time, with respect to any Person, property, transaction or event, all applicable domestic or foreign laws, statutes, regulations, treaties, judgments and decrees and (whether or not having the force of law) all applicable official directives, rules, consents, approvals, by-laws, permits, authorizations, guidelines, orders and policies of any Governmental Authority having authority (apparent, purported or otherwise) over that Person, property, transaction or event.

"Approval and Vesting Order" means an order of the Court, substantially in the form of the order attached as Exhibit "B", approving the Transaction and vesting in the Buyer all the right, title and interest of Maple Bank in the Purchased Assets free and clear of all Encumbrances.

"Assignment and Assumption Agreement" means an assignment substantially in the form attached as Exhibit "A".

"Business" has the meaning given to such term in the Recitals to this Agreement.

"Business Day" means any day excluding a Saturday, Sunday or statutory holiday in the Province of Ontario, and also excluding any day on which the principal chartered banks located in the City of Toronto are not open for business during normal banking hours.

"Cash Purchase Price" has the meaning given to such term in Section 2.3.1.

"CTI Endorsement" means the Endorsement of the Quebec Promissory Notes forming part of the arrangements under item #2 in Schedule 2.

"CTI Issuer Consent" means the Issuer Consent related to the Receivable Backed Notes under item #2 in Schedule 2.

"CTI Issuer Consent and Endorsement" means the CTI Issuer Consent and the CTI Endorsement.

"Closing" means the successful completion of the Transaction evidenced by the unconditional delivery of the Liquidator's Sale Certificate to the Buyer.

"Closing Date" means:

- (a) the first (1st) Business Day after the date that all of the conditions in Sections 5.1, 5.2 and 5.3 have been satisfied or waived; or
- (b) such other date as may be agreed in writing between the Parties;

provided that the Closing Date shall occur on or prior to the Outside Date.

"Communication" means any notice, demand, request, consent, approval or other communication which is required or otherwise contemplated by this Agreement to be given or made by a Party.

"Confidentiality Agreement" means the confidentiality agreement dated May 30, 2016 between the Buyer and the Liquidator.

"Court" has the meaning given to such term in the Recitals to this Agreement.

"Data Site" means the data site established by the Liquidator in connection with the Marketing Process, the index of which, as of the date hereof, is set out in Schedule 6.

"Deposit" has the meaning given to such term in Section 2.3.2(a).

"Determination Date" has the meaning given to such term in Section 2.3.3.

"Directions" means, collectively, in form and substance reasonably satisfactory to the Seller and Buyer, a Notice and Direction by the Seller to the Issuer of the applicable Receivable Backed Notes, that Maple Bank's right, title and interest in such Receivable Backed Notes and Related Rights have been assigned and transferred to the Buyer.

"Discount Rate" means, with respect to a Receivable Backed Note, an amount equal to the sum of:



"Encumbrances" means liens, claims, charges, demands, title retention agreements, security interests, pledges, hypothecations, mortgages, executions, levies, other financial or monetary claims, and any other encumbrances of any nature and kind whatsoever, and whether

contractual, statutory or otherwise, and whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, foreign or domestic, recorded or not, known or unknown, existing, accrued, incurred or otherwise.

"Endorsements of Quebec Promissory Notes" means an endorsement duly executed by the agent authorized to sign (pursuant to the applicable power of attorney) on behalf of the applicable immigrant investor that was issued the applicable Quebec Promissory Note, substantially in the form set forth at Exhibit "G".

"Excluded Assets" has the meaning given to such term in Section 2.1.2.

"Excluded CTI Notes" means all Quebec Promissory Notes forming part of the arrangements under item #2 in Schedule 2, if and only if the CTI Issuer Consent and Endorsement for such Quebec Promissory Notes is not delivered pursuant to Section 6.3.

"Excluded KEB Notes" means all Quebec Promissory Notes forming part of the arrangements under item #3 in Schedule 2, if and only if the KEB Issuer Consent and Endorsement for such Quebec Promissory Notes is not delivered pursuant to Section 6.3.

"Excluded PWM Notes" means all Quebec Promissory Notes forming part of the arrangements under item #1 in Schedule 2, if and only if the PWM Issuer Consent and Endorsement for such Quebec Promissory Notes is not delivered pursuant to Section 6.3.

"Excluded Receivable Backed Note" means any Receivable Backed Note (a) that has matured prior to or on the Closing Date; (b) for which the original of such note is not in the possession or control of the Liquidator on the Closing Date; or (c) for which the related Quebec Promissory Note having the same note number as such Receivable Backed Note as listed in the table at Schedule 1 is an Excluded Quebec Promissory Note, and **"Excluded Receivable Backed Notes"** means, collectively, all such notes.

"Excluded Quebec Promissory Note" means any Quebec Promissory Note (a) that has matured prior to or on the Closing Date; (b) for which the original of such note is not in the possession or control of the Liquidator on the Closing Date, or (c) that is an Excluded PWM Note, Excluded CTI Note or Excluded KEB Note, and **"Excluded Quebec Promissory Notes"** means collectively, all such notes.

"Evaluation Materials" has the meaning set out in the Confidentiality Agreement.

"Final Adjustment Payment" has the meaning given to such term in Section 2.3.4.

"Final Purchase Price" means the Purchase Price as finally determined in accordance with Section 2.3.3.

"GIA Consent" means the consent of the German Insolvency Administrator, substantially in the form of the consent attached as Exhibit "D", consenting to the Transaction and the Approval and Vesting Order.

"Governmental Authority" means:

- (a) any federal, provincial, state, local, municipal, regional, territorial, aboriginal, or other government, governmental or public department, branch, ministry, or court, domestic or

foreign, including any district, agency, commission, board, arbitration panel or authority and any subdivision of the foregoing exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory or taxing authority or power of any nature; or

- (b) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority for the account of any of the foregoing.

"HST" means harmonized tax exigible pursuant to Part IX of the *Excise Tax Act* (Canada) as applicable in the Province of Ontario.

"IQII" means IQ Immigrants Investisseurs Inc.

"IQII Consent" means a consent, acknowledgement and receipt from IQII with respect to the Quebec Promissory Notes, in the form set forth at Exhibit "C".

"Issuer" means the "Issuer" under the applicable Receivable Backed Notes Issuance Agreement.

"Issuer Consent" means a consent from each Issuer, on behalf of each immigrant investor that was issued a Quebec Promissory Note, for the Buyer to hold the Quebec Promissory Notes on behalf of the Issuer and the Buyer, substantially in the form set forth at Exhibit "E".

"Issuer Endorsements" means each of the PWM Endorsements, CTI Endorsements and the KEB Endorsements.

"KEB Endorsement" means the Endorsement of the Quebec Promissory Notes forming part of the arrangements under item #3 in Schedule 2.

"KEB Issuer Consent" means the Issuer Consent related to the Receivable Backed Notes under item #3 in Schedule 2.

"KEB Issuer Consent and Endorsement" means KEB Issuer Consent and the KEB Endorsement

"Liquidator" has the meaning given to such term in the Recitals to this Agreement.

"Liquidator's Sale Certificate" means the certificate, substantially in the form attached as Schedule "A" to the Approval and Vesting Order (which is attached to this Agreement as Exhibit "B"), to be completed by the Liquidator and delivered to the Buyer on the Closing Date and filed with the Court, pursuant to which the Liquidator confirms that the conditions to Closing have been satisfied or waived.

"Maple Bank" has the meaning given to such term in the Recitals to this Agreement and, for certainty, includes the Toronto Branch.

"Marketing Process" has the meaning given to such term in the Recitals to this Agreement.

"Outside Date" means [REDACTED] or such other date as agreed between the Parties in writing.

"Parties" means the Seller and the Buyer, and **"Party"** means either one of them.

"Person" means an individual, body corporate, sole proprietorship, partnership or trust or unincorporated association, unincorporated syndicate, unincorporated organization, or another entity, and a natural person, acting in his or her individual capacity or in his or her capacity as executor, trustee, administrator or legal representative, and any Governmental Authority.

"Principal Amount" means, in respect of a Receivable Backed Note, the "Principal Amount" as shown on such Receivable Backed Note.

"Purchased Assets" has the meaning given to such term in Section 2.1.1.

"Purchase Price" means an amount equal to the aggregate sum of the price payable for each Receivable Backed Note as of the Closing Date, calculated as set out below.



For illustrative purposes, the non-binding indicative Purchase Price applying such formula as of [REDACTED] is attached in Schedule 4.

"Purchase Price Inputs" means the spreadsheet attached in Schedule 5.

"PWM Endorsement" means the Endorsement of the Quebec Promissory Notes forming part of the arrangements under item #1 in Schedule 2.

"PWM Issuer Consent" means the Issuer Consent related to the Receivable Backed Notes under item #1 in Schedule 2.

"PWM Issuer Consent and Endorsement" means the PWM Issuer Consent and the PWM Endorsement.

"Quebec Promissory Notes" means the promissory notes issued by IQII, as more particularly listed in the table at Schedule 1, other than the Excluded Quebec Promissory Notes.

"Receivable Backed Notes" means, collectively, the receivable backed notes issued by the applicable Issuer to Maple Bank pursuant to the applicable Receivable Backed Notes Issuance Agreement, as more particularly listed in the first column of the table at Schedule 1, other than the Excluded Receivable Backed Notes.

"Receivable Backed Notes Issuance Agreements" means, in respect of the Receivable Backed Notes, collectively, the receivable backed notes issuance agreements listed in Schedule 2.

"Related Books and Records" means, in respect of any Receivable Backed Note, all books, records and other information evidencing, or maintained in respect of, such Receivable Backed Notes, including any opinions and any personal property or related registrations.

"Related Documents" means, in respect of any Receivable Backed Note, all Receivable Documents (as such term is defined in the applicable Receivable Backed Notes Issuance Agreement), including the Quebec Promissory Notes.

"Related Rights" means, in respect of the Receivable Backed Notes, all of Maple Bank's right, title and interest in, to and under: (a) the applicable Receivable Backed Notes Issuance Agreement, including all security interests, assignments, hypothecs, charges, charges and other liens, and all guarantees and indemnities created thereunder or pursuant thereto supporting or securing payment of any Receivable Backed Note; (b) the Related Documents; and (c) the Related Books and Records.

"Representatives" means, in respect of a Party, each director, officer, employee, agent, manager, lender, solicitor, accountant, professional advisor, consultant, contractor and other representative of such Party.

"Retained Liabilities" means any liabilities directly or indirectly arising from or relating to any acts or omissions by Maple Bank or any of its Representatives or Affiliates, in respect of the Purchased Assets, at any time on or prior to the Time of Closing.

"Taxes" means all taxes, duties and other charges levied on or measured by, or referred to as transfer, land transfer, registration charges, gross receipt, sales, retail sales, use, consumption, HST, value-added, excise or stamp, and all import and export taxes.

"Time of Closing" means 12:00 p.m. on the Closing Date or such other time on the Closing Date as the Parties may mutually agree in writing.

"Toronto Branch" has the meaning given to such term in the Recitals to this Agreement.

"Toronto Branch Assets" has the meaning given to such term in the Recitals to this Agreement.

"Transfer Power for Receivable Backed Notes" means a transfer power in the form set forth at Exhibit "F".

"Transaction" means the transaction of purchase and sale provided for in this Agreement.

"Winding-up Order" has the meaning given to such term in the Recitals to this Agreement.

"WURA" has the meaning given to such term in the Recitals to this Agreement.

1.2 Entire Agreement

This Agreement, together with any other agreement or agreements and other documents to be delivered under this Agreement and the Confidentiality Agreement, constitute the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no representations, warranties or other agreements between the Parties in connection with the subject matter of this Agreement except as specifically set out in this Agreement, any of the other agreements and documents delivered under this Agreement and the Confidentiality Agreement.

1.3 Time of Day

Unless otherwise specified, references to time of day or date mean the local time or date in the City of Toronto, Province of Ontario.

1.4 Business Day

Whenever any payment to be made or action to be taken under this Agreement is required to be made or taken on a day other than a Business Day, the payment is to be made or action taken on the next Business Day following.

1.5 Governing Law

This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in that Province.

1.6 Certain Rules of Interpretation

- 1.6.1 In this Agreement, words signifying the singular number include the plural and vice versa, and words signifying gender include all genders. Every use of the word "including" in this Agreement is to be construed as meaning "including, without limitation".
- 1.6.2 The division of this Agreement into Articles and Sections, the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement.
- 1.6.3 References in this Agreement to an Article, Section, Schedule or Exhibit are to be construed as references to an Article, Section, Schedule or Exhibit of or to this Agreement unless the context requires otherwise.
- 1.6.4 Unless otherwise specified in this Agreement, time periods within which or following which any payment is to be made or act is to be done will be calculated by excluding the day on which the period commences and including the day on which the period ends.
- 1.6.5 Unless otherwise specified, any reference in this Agreement to any statute includes all regulations made under or in connection with that statute, and is to be construed as a reference to that statute as amended, supplemented or replaced.
- 1.6.6 Unless otherwise specified, any reference in this Agreement to dollars or currency means Canadian dollars.

1.7 Schedules and Exhibits

The following is a list of Schedules and Exhibits:

<u>Schedule</u>	<u>Subject Matter</u>
Schedule 1	Receivable Backed Notes/Quebec Promissory Notes
Schedule 2	Receivable Backed Notes Issuance Agreements
Schedule 3	Personal Property Registrations and Hypothecs
Schedule 4	Non-Binding Indicative Purchase Price
Schedule 5	Purchase Price Inputs
Schedule 6	Data Site as of the Date of the Agreement

<u>Exhibit</u>	<u>Subject Matter</u>
Exhibit "A"	Assignment and Assumption Agreement
Exhibit "B"	Approval and Vesting Order
Exhibit "C"	IQII Consent
Exhibit "D"	GIA Consent
Exhibit "E"	Issuer Consent
Exhibit "F"	Transfer Power for Receivable Backed Notes
Exhibit "G"	Endorsements of Quebec Promissory Notes

ARTICLE 2 SALE AND PURCHASE AND ASSIGNMENT

2.1 Sale and Purchase of Purchased Assets

2.1.1 Subject to the terms and conditions of this Agreement, the Seller will sell, transfer and assign all right, title, claim and interest of Maple Bank in and to the Purchased Assets to the Buyer and the Buyer will purchase all right, title, claim and interest of Maple Bank in and to the Purchased Assets on the Closing Date, all without recourse to, free and clear of all Encumbrances, and, except as expressly provided in this Agreement, without additional representation or warranty from, the Seller or Maple Bank. The "**Purchased Assets**" means the following assets:

- (a) the Receivable Backed Notes;
- (b) the Receivable Backed Notes Issuance Agreements, including all security interests, assignments, hypothecs, charges and other liens and all guarantees and indemnities created thereunder supporting or securing payment of the Receivable Backed Notes;
- (c) the Related Documents;
- (d) the Related Books and Records; and
- (e) for certainty, all amounts payable pursuant to the Receivable Backed Notes, Related Documents, Receivable Backed Notes Issuance Agreements and any

other debts, accounts, claims (including, for certainty, the right to assume any suit, action or proceeding of Maple Bank in respect of the Purchased Assets), moneys and choses in action due or owing to or owned by Maple Bank in respect of any Receivable Backed Notes, Related Rights, Related Documents, or Receivable Backed Notes Issuance Agreements and also all securities, bills, notes, evidences of deposits of money, and other documents taken, held or owned by Maple Bank or anyone on behalf of Maple Bank, in respect of any Receivable Backed Notes, Related Rights, Related Documents, or Receivable Backed Notes Issuance Agreements and, in each case of the above, all renewals thereof, accretions thereto, substitutions therefor and all interest, income and revenue arising therefrom or by virtue thereof, including all debts, claims, collections, demands, liens and choses in action to or held by or for the benefit of Maple Bank pursuant to any contract or agreement relating to any of the foregoing and all proceeds in respect of the foregoing described property, in each case of the above, now owned by Maple Bank and in which Maple Bank has an interest.

- 2.1.2 The Purchased Assets shall not include any assets of Maple Bank (the "**Excluded Assets**"), other than the assets specified in the definition of Purchased Assets in Section 2.1.1.
- 2.1.3 On and after the Time of Closing, on and subject to the terms and conditions of this Agreement:
- (a) the Buyer will:
 - (i) succeed to all the rights and benefits of Maple Bank under the Purchased Assets;
 - (ii) be the "Registered Holder" under the Receivable Backed Notes, in place of Maple Bank; and
 - (iii) assume all obligations, covenants and liabilities (if any) of Maple Bank under the Purchased Assets in full, other than the Retained Liabilities;
 - (b) Maple Bank will relinquish their rights under the Purchased Assets in full, without any novation whatsoever;
 - (c) any steps or decisions taken, and any suit, action or proceeding initiated, by the Buyer arising out of, under, or in connection with any of the Purchased Assets will be in the name of the Buyer only and not in the name of the Seller and/or Maple Bank; and
 - (d) any steps or decisions taken, and any suit, action or proceeding initiated, by the Seller and/or Maple Bank arising out of, under, or in connection with any of the Excluded Assets or Retained Liabilities will be in the name of the Seller and/or Maple Bank only and not in the name of the Buyer.

For certainty, the Buyer shall not assume (or be deemed to assume) and shall not be responsible for (1) the Retained Liabilities or (2) any other liabilities of Maple Bank (other than as specifically set forth in Section 2.1.3(a)(iii)) or the Seller whatsoever.

2.2 "As is, Where is"

The Buyer acknowledges that the Seller is selling the Purchased Assets on an "as is, where is" basis as they exist on the Closing Date without recourse to the Seller or Maple Bank, and upon Closing, the Seller and Maple Bank will have no further liability to the Buyer other than in respect of the obligations and liabilities set out herein. The Buyer further acknowledges that it has entered into this Agreement and will acquire the Purchased Assets on the basis that the Seller and Maple Bank make no representation or warranty (except as expressly set out herein) and assume no responsibility with respect to any statements, warranties, or representations made in connection with, or any of the books and records relating to, any of the Purchased Assets (except as expressly set out herein) or the legality, validity, enforceability, priority, genuineness, sufficiency, value, assignability, condition or any other matter whatsoever of, related to, or respect of (a) any of the Purchased Assets, (b) any deed, agreement, instrument or document furnished under or in connection with any of the Purchased Assets, (c) any of the rights or mortgages, charges, assignments, hypothecs or other security interests granted under or in connection with any of the Purchased Assets, (d) any of the real, immoveable, moveable, intangible or intangible property backing or securing any of the Purchased Assets, (e) any withholding tax, HST or other Taxes of any nature or kind exigible, deductible or payable in connection with or arising out of the Transaction (except as expressly set out herein). Except as may be provided for herein, for certainty, the Seller and Maple Bank make no representation or warranty in connection with, and assume no responsibility with respect to the Quebec Promissory Notes.

No representation, warranty or condition is expressed or can be implied as to title, encumbrances, description, fitness for purpose, merchantability, condition, quantity or quality, assignability or in respect of any other matter or thing concerning the Purchased Assets except as expressly represented or warranted in this Agreement. Without limiting the generality of the foregoing, except as expressly set out herein, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act* (Ontario) or under any other applicable law in Canada, the Province of Ontario or any other jurisdiction in which Purchased Assets are located do not apply to the Transaction and have been waived by the Buyer. The description of the Purchased Assets contained in the Schedules is for purposes of identification only. No representation, warranty or condition has or will be given by the Seller concerning the completeness or accuracy of those descriptions, except as provided for herein.

The Buyer acknowledges and agrees that it has conducted all due diligence with respect to the Purchased Assets that it deemed appropriate, has, subject to the terms of this Agreement, satisfied itself with regard to all matters relating to the Purchased Assets that it deemed necessary or desirable and has made its own independent credit and legal analysis and decision to enter into this Agreement and consummate the Transaction.

2.3 Payment and Purchase Price

2.3.1 At or prior to 11:00 a.m. (EST) on the Closing Date, the Buyer will provide to the Seller a reasonably detailed calculation of the Purchase Price calculated as of the Closing Date (the "**Cash Purchase Price**").

2.3.2 The Buyer will pay the Cash Purchase Price to the Seller as follows:

- (a) within two (2) Business Days of the execution of this Agreement, the Buyer will pay [REDACTED] as a deposit against the payment of the Purchase Price (the "**Deposit**") to the Seller by wire transfer of immediately available funds (and the Seller shall provide written confirmation of receipt of same) to be held by the

Seller, in trust, in an interest bearing account or certificate of deposit, pending completion (or termination) and subject to the terms of this Agreement; and

- (b) at the Time of Closing, the Buyer will pay the balance of the Cash Purchase Price (for certainty, being the Cash Purchase Price less the Deposit and any interest accrued thereon) to the Seller by wire transfer of immediately available funds.

2.3.3 At 5:00 p.m. on the second (2nd) Business Day following Closing (the "**Determination Date**"), unless the Seller has previously notified the Buyer in writing that it agrees with such calculation, in which case the Cash Purchase Price shall be the Final Purchase Price, the Seller shall be deemed to disagree with such calculation and the Seller shall within two (2) Business Days following the Determination Date, provide the Buyer with its reasonably detailed calculation of the Final Purchase Price. At 5:00 p.m. on the second (2nd) Business Day following receipt of the Seller's calculation of the Final Purchase Price, unless the Buyer has previously notified the Seller in writing that it agrees with such calculation, in which case the Seller's calculation of the Final Purchase Price shall be the Final Purchase Price, the Buyer shall be deemed to disagree with such calculation, in which case the calculation of the Final Purchase Price shall be determined by Deloitte LLP, or such other Person upon whom the Parties agree (the "**Expert**"). The Parties agree that the Parties will jointly retain the Expert and that the determination of the Final Purchase Price by the Expert pursuant to this Section 2.3.3 will be final and binding on the Parties, and there will be no appeal therefrom, including no appeal to a court on a question of law, a question of fact or a question of mixed fact and law. The fees and expenses for the determination of the Final Purchase Price pursuant to this Section 2.3.3 will be borne equally by the Parties.

2.3.4 If the Cash Purchase Price exceeds the Final Purchase Price, then the Seller shall pay to the Buyer or, if the Final Purchase Price exceeds the Cash Purchase Price, then the Buyer shall pay to the Seller, an amount equal to the absolute value of the difference between the Cash Purchase Price and the Final Purchase Price by wire transfer in immediately available funds within two (2) Business Days of the determination of the Final Purchase Price in accordance with Section 2.3.3 (the "**Final Adjustment Payment**").

2.3.5 Except as expressly set out herein, the Cash Purchase Price and the Final Adjustment Payment and all other payments to be made under this Agreement will be made without set-off or counterclaim and without deduction for any Taxes, levies, duties, fees, deductions, withholdings, restrictions, or conditions of any nature whatsoever.

2.4 Application of Deposit

2.4.1 If Closing occurs, then, in accordance with Section 2.3.2, on Closing, the Deposit and any interest accrued thereon shall be retained by the Seller, or paid as it directs, and applied towards and set off against the balance of the Cash Purchase Price payable by the Buyer.

2.4.2 If Closing does not occur, unless this Agreement is terminated in the sole circumstances set out in Section 2.4.3 or Section 2.4.4(a), the Deposit and all interest accrued thereon shall be forthwith delivered by the Seller to the Buyer by wire transfer of immediately available funds without any set-off, abatement or deduction whatsoever.

- 2.4.3 If: (a) the conditions under Sections 5.1 and 5.3 have been or (for those conditions that can, by their terms, only be met at the Time of Closing) will be met at the Time of Closing; (b) the Seller has not waived such conditions in its favour as are not satisfied; (c) the Seller is not in material breach of the Agreement; and (d) the Seller is ready, willing and able to complete the Transaction, but the Transaction is not completed and this Agreement is terminated pursuant to Section 6.5.1(a) for the sole reason of any of the conditions in Sections 5.2.1 or 5.2.3 not being met or (for those conditions that can, by their terms, only be met at the Time of Closing) will not be met at the Time of Closing (including for certainty, failure to pay the balance of the Cash Purchase Price in accordance with Section 2.3.2(b)), then the Deposit, together with interest accrued thereon, shall be forthwith forfeited, and retained by the Seller without any set-off, abatement or deduction whatsoever.
- 2.4.4 If, the Buyer or the Seller exercises its rights to terminate this Agreement in accordance with Section 6.5.1(b) then:
- (a) If (i) the Seller is not in material breach of the Agreement; (ii) the Seller is ready, willing and able to complete the Transaction; and (iii) the Seller has met or would have met (for those conditions that can, by their terms, only be met at the Time of Closing) at the Time of Closing the conditions under Section 5.1, but the Buyer is in material breach of its obligations under this Agreement, including for certainty, failure to pay the balance of the Cash Purchase Price in accordance with Section 2.3.2(b), (and such breach is the sole cause of the Closing not occurring by the Outside Date), then the Deposit, together with any interest accrued thereon, shall be forthwith forfeited, and retained by the Seller without any set-off, abatement or deduction whatsoever; and
 - (b) If at any other time, other than as set forth in Section 2.4.4(a), the Buyer or the Seller exercises its rights to terminate this Agreement in accordance with Section 6.5.1(b) then the Deposit, together with interest accrued thereon, shall be forthwith delivered by the Seller to the Buyer by wire transfer of immediately available funds without any set-off, abatement or deduction whatsoever.

2.5 Taxes

- 2.5.1 The Buyer will pay upon Closing, in addition to the Purchase Price, all applicable Taxes exigible in connection with the purchase and sale of the Purchased Assets. Without limiting the generality of the foregoing, HST (if applicable) shall be in addition to, and not included in, the Purchase Price, and shall be collected and remitted in accordance with the *Excise Tax Act* (Canada).
- 2.5.2 The Buyer agrees to indemnify and save the Seller harmless from and against all claims and demands for payment of all applicable Taxes exigible in connection with the purchase and sale of the Purchases Assets, including penalties and interest and any liability or costs for which the Seller may become liable as a result of any failure of the Buyer to pay such Taxes when due. This indemnity shall survive the Closing and any termination or repudiation of this Agreement.

2.6 Purchase Price Allocation

The Final Purchase Price shall be allocated to the Purchased Assets as set forth in Schedule 5. Such allocation shall be binding and the Buyer and the Seller shall report the purchase and sale of the Purchased Assets and file its tax returns to give effect to such allocations and shall not take any position or action inconsistent with such allocation.

2.7 Payments Received After Closing

Notwithstanding anything to the contrary contained herein, all monies, payments, interest or other items or amounts to which the Buyer is entitled in accordance with this Agreement which are received by or accrued to, in any form whatsoever, the Seller at any time after the Closing, in connection with, arising out of or related to, directly or indirectly, the Purchased Assets, will be forwarded by the Seller to the Buyer, such forwarding of payments to be done as promptly as is commercially reasonable and in any case, within thirty (30) days of the Seller being aware of the same. The covenants contained in this Section 2.7 will terminate concurrently and automatically on the discharge of the Seller as Liquidator of the Toronto Branch.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Buyer's Representations

The Buyer acknowledges, represents and warrants to the Seller as of the date hereof and as of the Closing Date that:

- 3.1.1 the Buyer is a Schedule I bank validly existing and licensed under the *Bank Act*;
- 3.1.2 the Buyer has all necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations and the execution and delivery of this Agreement and the consummation of the Transaction have been duly authorized by all necessary corporate action on the part of the Buyer;
- 3.1.3 subject to obtaining any consents or approvals set forth in this Agreement, the execution, delivery and performance by the Buyer of this Agreement and each of the other documents contemplated under this Agreement to which the Buyer is or will be a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not conflict or result in a violation or breach of or default under any provision of:
 - (a) any of the by-laws or other organizational documents of the Buyer; or
 - (b) any Applicable Law applicable to the Buyer,

except in the case of both (a) and (b) above, for any such conflict, violation, breach or default which would not materially impair or delay the ability of the Buyer to perform its obligations hereunder or consummate the Transaction;

- 3.1.4 except for the consents and approvals set forth in this Agreement, no authorization, consent or approval of, or filing with or notice to, any Government Authority or any other Person is required in connection with the execution, delivery or performance of this

Agreement by the Buyer and each other document to be executed and delivered hereunder by the Buyer or the purchase of the Purchased Assets hereunder;

- 3.1.5 no actions or proceedings are pending or to the best of its knowledge have been threatened in writing against or which involve the Buyer to restrain or prohibit the completion of the Transaction;
- 3.1.6 this Agreement and each of the other documents contemplated under this Agreement to which the Buyer is or will be a party have been or will be, as at the Time of Closing, duly and validly executed and delivered by the Buyer and (assuming due authorization, execution and delivery by the counterparty thereto and subject to obtaining the consents and approvals set forth in this Agreement) constitutes or will, as at the Time of Closing, constitute legal, valid and binding obligations of the Buyer, as the case may be, enforceable in accordance with its terms; and
- 3.1.7 the Buyer is a sophisticated party capable of making its own assessments in respect of entering into this Agreement and the Transaction and, to that end, except for the representations and warranties set out herein, it has relied solely upon its own independent review, investigation and inspection of all documents and information relating to the Purchased Assets and it has not relied upon any written or oral statements, representations, promises, warranties or guarantees whatsoever, whether express or implied (by operation of law or otherwise), regarding the Purchased Assets, or the completeness of any information provided in connection therewith except as expressly set out in this Purchase Agreement.

3.2 Seller's Representations

The Seller represents and warrants to the Buyer as of the date hereof and as of the Closing Date that:

- 3.2.1 the Seller: (a) was appointed the liquidator of Toronto Branch by order of the Court dated on February 16, 2016, and such order has not been appealed; and (b) does not have any right, title, claim, or interest in and to the Purchased Assets other than pursuant to charges under WURA or the Winding-up Order in favour of the Seller;
- 3.2.2 subject to the Court granting the Approval and Vesting Order, the Seller has the authority to (a) enter into this Agreement and all other documents contemplated herein to which it is or will be a party, (b) sell and assign Maple Bank's right, title and interest in the Purchased Assets to the Buyer, and (c) perform the other obligations of the Seller hereunder and thereunder, and to carry out the Transaction as contemplated hereby and thereby;
- 3.2.3 subject to the Court granting the Approval and Vesting Order, this Agreement and each of the other documents contemplated under this Agreement to which the Seller is or will be a party have been or will be, as at the Time of Closing, duly and validly executed and delivered by the Seller and (assuming due authorization, execution and delivery by the counterparty thereto) constitutes or will at the Time of Closing constitute legal, valid and binding obligations of the Seller, as the case may be, enforceable in accordance with its terms;
- 3.2.4 Maple Bank is a non-resident of Canada within the meaning of that term as used in the *Income Tax Act* (Canada);

- 3.2.5 no actions or proceedings are pending and to the best of the Seller's knowledge, none have been threatened in writing against or which involve the Seller or Maple Bank to restrain or prohibit the completion of the Transaction;
- 3.2.6 to the knowledge of the Seller, copies of the Receivable Backed Notes, the Receivable Backed Notes Issuance Agreements and the Related Documents that are in possession of Maple Bank have been provided to the Buyer.

3.3 Survival of Representations and Warranties

The representations and warranties of each of the Buyer and Seller shall not survive Closing.

ARTICLE 4 INTERIM COVENANTS

4.1 Approval and Vesting Order and Consents

During the period from the date of this Agreement and the Time of Closing, the Seller shall diligently pursue (a) the Approval and Vesting Order; and (b) the GIA Consent, the IQII Consent, the Issuer Consents, the Transfer Powers for Receivable Backed Notes, the Issuer Endorsements, and the Directions. The Parties agree that the covenants of the Seller in this Section 4.1 shall not extend to an obligation of the Seller to file an appeal with the Court, should the Court have earlier refused to grant the Approval and Vesting Order, or to contest any appeal by any Person to the granting by the Court of the Approval and Vesting Order. The Buyer will provide the Seller, upon written request, with commercially reasonable information and assistance as the Seller may reasonably require to obtain the Approval and Vesting Order.

4.2 Administration and Ownership of Purchased Assets Prior to Closing

During the period of the date of this Agreement and the Time of Closing, the Seller shall maintain possession of the Purchased Assets with the same degree of care as the Seller would exercise in connection with its own assets of a similar type that were kept in the same place.

4.3 Access to Information

Prior to the Time of Closing, the Seller shall (a) give the Buyer and its Representatives, upon reasonable advance notice and during regular business hours, reasonable access to Purchased Assets, and (b) permit the Buyer to make such copies and inspections thereof, upon reasonable advance notice and during regular business hours, as the Buyer may reasonably request; provided, however, that any such access shall be conducted at the Buyer's expense, in accordance with Applicable Law, at a reasonable time, under the supervision of the Seller's Representatives.

4.4 Notification of Certain Matters

The Seller shall give prompt written notice to the Buyer if the Seller receives written notice of an objection or any other opposition to the Transaction.

4.5 Exclusivity

During the period of the date of this Agreement and either the Time of Closing or the date of Termination in accordance with Section 6.5, the Seller shall not, and shall not allow any Person acting

on its behalf to, entertain, encourage or solicit (or continue to do the same) any proposal or offer by any Person to purchase the Purchased Assets, or initiate or engage (or continue to engage) in any discussions or negotiation with respect to the same.

ARTICLE 5 CONDITIONS

5.1 Conditions in favour of the Buyer

The obligation of the Buyer to complete the Transaction is subject to the following conditions being fulfilled or performed at or prior to the Time of Closing:

- 5.1.1 all representations and warranties of the Seller contained in this Agreement will be true as of the Closing Date with the same effect as though made on and as of the Closing Date;
- 5.1.2 no action or proceedings will be pending or threatened to restrain or prohibit the completion of the Transaction contemplated by this Agreement;
- 5.1.3 the Seller will have performed and complied with its obligations under this Agreement to the extent required to be performed or complied with on or before the Closing Date; and
- 5.1.4 the aggregate Principal Amount of the Receivable Backed Notes that are Purchased Assets at Closing, shall be at least \$110,000,000.

The foregoing conditions are for the exclusive benefit of the Buyer. Any condition may be waived by the Buyer in whole or in part. Any such waiver will be binding on the Parties only if made in writing.

5.2 Conditions in favour of the Seller

The obligation of the Seller to complete the Transaction is subject to the following conditions being fulfilled or performed at or prior to the Time of Closing:

- 5.2.1 all acknowledgements, representations and warranties of the Buyer contained in this Agreement will be true as of the Closing Date with the same effect as though made on and as of that date;
- 5.2.2 no action or proceedings will be pending or threatened to restrain or prohibit the completion of the Transaction contemplated by this Agreement; and
- 5.2.3 the Buyer will have performed and complied with each of its obligations under this Agreement to the extent required to be performed or complied with on or before the Closing Date.

The foregoing conditions are for the exclusive benefit of the Seller. Any condition may be waived by the Seller in whole or in part. Any such waiver will be binding on the Parties only if made in writing.

5.3 Conditions – Approval and Vesting Order and Consents

The obligations of the Seller and Buyer to complete the Transaction are subject to the following conditions being fulfilled or performed at or prior to the Time of Closing:

- 5.3.1 the Approval and Vesting Order shall have been made by the Court approving this Agreement and the Transaction and vesting in the Buyer all the right, title and interest of Maple Bank in the Purchased Assets free and clear of all Encumbrances;
- 5.3.2 the Approval and Vesting Order will not have been stayed, varied or vacated, no appeal of the Approval and Vesting Order will be pending, and no order will have been issued restraining or prohibiting, and no action or proceeding will be pending to restrain or prohibit, the completion of the Transaction;
- 5.3.3 the GIA Consent shall have been obtained;
- 5.3.4 the IQII Consent shall have been obtained; and
- 5.3.5 at least one of (a) through (c) below shall have been obtained:
 - (a) the PWM Issuer Consent and Endorsement,
 - (b) the CTI Issuer Consent and Endorsement, or
 - (c) the KEB Issuer Consent and Endorsement.

The Parties hereto acknowledge that the foregoing conditions are for the mutual benefit of the Seller and the Buyer. Any condition may be waived by both the Buyer and the Seller in whole or in part. Any such waiver will be binding on the Parties only if made in writing.

5.4 Non-Satisfaction of Conditions

If any condition set out in this Article is not satisfied or performed at or before the time specified therefor, a Party for whose benefit the condition is inserted may in writing:

- 5.4.1 waive compliance with the condition in whole or in part in its sole discretion by written notice to the other Party and without prejudice to any of its rights of termination in the event of non-fulfilment of any other condition in whole or in part; provided that, for certainty, in the case of the conditions set out in Section 5.3, such conditions can only be waived if both Parties agree to do so; or
- 5.4.2 elect on written notice to the other Party to terminate this Agreement on the Outside Date.

ARTICLE 6 CLOSING

6.1 Closing

The completion of the Transaction will take place at the offices of Gowling WLG (Canada) LLP located at 100 King Street West, Suite 1600, in Toronto, Ontario, on the Closing Date at the Time of Closing or as otherwise determined by mutual agreement of the Parties in writing.

6.2 Buyer's Deliveries on Closing

At or before the Time of Closing, the Buyer will perform or execute and deliver to the Seller, as applicable, the following (in the case of documents, each of which will be in form and substance satisfactory to the Seller, acting reasonably):

- 6.2.1 payment of the balance of the Cash Purchase Price (for certainty, being the Cash Purchase Price less the Deposit and any interest accrued thereto) to the Seller by wire transfer of immediately available funds;
- 6.2.2 the Assignment and Assumption Agreement;
- 6.2.3 a certificate from an officer of the Buyer dated the Closing Date, confirming the matters in Sections 5.2.1 and 5.2.3; and
- 6.2.4 any other documentation as is referred to in this Agreement or as the Seller may reasonably require to give effect to this Agreement.

6.3 Seller's Deliveries on Closing

At or before the Time of Closing, the Seller will perform or execute and deliver to the Buyer the following, each of which will be in form and substance satisfactory to the Buyer, acting reasonably:

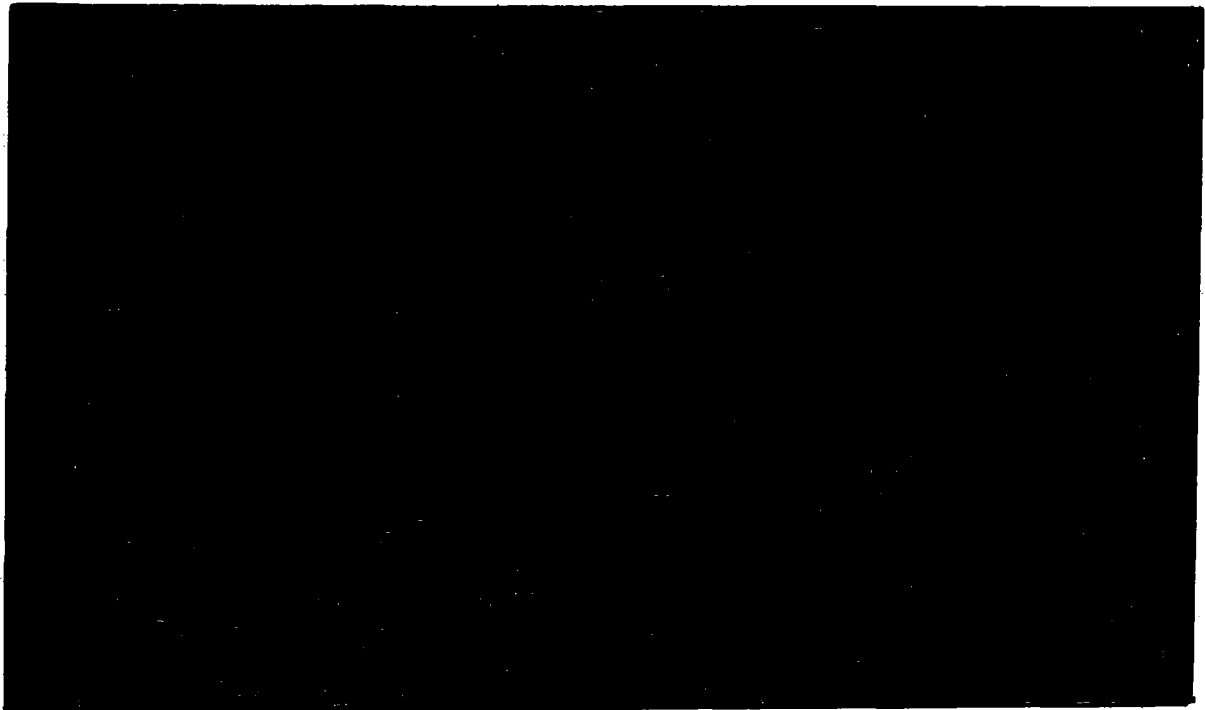
- 6.3.1 the Assignment and Assumption Agreement;
- 6.3.2 the Approval and Vesting Order;
- 6.3.3 the Directions;
- 6.3.4 the Liquidator's Sale Certificate;
- 6.3.5 the original Receivable Backed Notes;
- 6.3.6 for each Receivable Backed Note, an accompanying duly executed Transfer Power for Receivable Backed Notes;
- 6.3.7 the original Quebec Promissory Notes;
- 6.3.8 any and all Issuer Consents obtained;
- 6.3.9 any and all Issuer Endorsements obtained;
- 6.3.10 original, electronic or other true copies of the Related Documents posted to the Data Site as at the date of this Agreement or which may be posted at any time prior to the Closing or as are otherwise in the possession of the Seller;
- 6.3.11 electronic or other true copy of the Receivable Backed Notes Issuance Agreements;
- 6.3.12 electronic or other true copies of the Related Books and Records posted to the Data Site as at the date of this Agreement or which may be posted at any time prior to the Closing or as are otherwise in the possession of the Seller;

- 6.3.13 a receipt from the Seller evidencing the payment of the Deposit;
- 6.3.14 a receipt from the Seller evidencing the payment of the Cash Purchase Price;
- 6.3.15 a certificate from an officer of the Seller dated the Closing Date, confirming the matters in Sections 5.1.1 and 5.1.3;
- 6.3.16 the IQII Consent;
- 6.3.17 the GIA Consent;
- 6.3.18 file, at its own cost, the requisite financing change statements to the personal property security and other registrations listed on Schedule 3 to reflect the assignment to the Buyer of the security interests granted by the applicable Issuer to Maple Bank; and
- 6.3.19 any other documentation as is referred to in this Agreement or as the Buyer may reasonably require to give effect to this Agreement.

6.4 Buyer's Acknowledgement

The Buyer acknowledges that the Seller is selling the right, title and interest of Maple Bank in and to the Purchased Assets pursuant to the Approval and Vesting Order. The Buyer agrees to purchase and accept the right, title and interest of Maple Bank in and to the Purchased Assets pursuant to and in accordance with the terms of this Agreement and the Approval and Vesting Order.

6.5 



ARTICLE 7 GENERAL

7.1 Paramountcy

In the event of any conflict or inconsistency between the provisions of this Agreement, and any other agreement, document or instrument executed or delivered by the Seller in connection with this Transaction or this Agreement, the provisions of this Agreement will prevail to the extent of that conflict or inconsistency.

7.2 Commission

7.2.1 The Buyer acknowledges that there are no agent or broker fees or other commissions payable by the Seller or otherwise in connection with the Transaction, and the Buyer agrees to indemnify the Sellers against any claim for compensation or commission by any third party or agent retained by the Buyer in connection with, or in contemplation of, the Transaction.

7.2.2 The Seller acknowledges that there are no agent or broker fees or other commissions payable by the Buyer or otherwise in connection with the Transaction, and the Seller agrees to indemnify the Buyer against any claim for compensation or commission by any third party or agent retained by the Seller in connection with, or in contemplation of, the Transaction.

7.3 Confidentiality

7.3.1 All information exchanged between the Seller and the Buyer in connection with the Transaction will be considered Evaluation Materials, and subject to the Confidentiality Agreement, including, for certainty any information made available to the Buyer pursuant to Section 4.3, provided that as of Closing, the Confidentiality Agreement, and all obligations thereunder and under this Section 7.3.1, shall be terminated.

7.3.2 In addition to the provisions of Section 7.3.1, the Parties hereby agree to keep confidential this Agreement, the terms and conditions contained herein, information relating to the Purchased Assets and information relating to any and all liabilities assumed by the Buyer under or in connection with this Agreement, and not at any time to disclose such information, except: (a) where such information is in the public domain through no breach of the terms of this Agreement by either Party; (b) where such information is required by Applicable Law to be disclosed to any Governmental Authority; (c) on a need to know basis to each of the Representatives; (d) in connection with the Winding-up Order or as otherwise directed by the Court, or as required to obtain (i) the Approval and Vesting order, (ii) the GIA Consent, (iii) the IQII Consent, (iv) the PWM Issuer Consent and Endorsement, (v) the CTI Issuer Consent and Endorsement, and (vi) the KEB Issuer Consent and Endorsement; or (e) where disclosure is agreed to in writing between the Parties. The obligations contained in this Section 7.3.2, as they apply to the Buyer, will terminate immediately following Closing.

7.4 Costs and Expenses

Except as otherwise specified in this Agreement, all costs and expenses (including the fees and disbursements of accountants, legal counsel and other professional advisers) incurred in connection

with this Agreement and the completion of the Transaction are to be paid by the Party incurring those costs and expenses.

7.5 Time of Essence

Time is of the essence in all respects of this Agreement.

7.6 Notices

Any Communication must be in writing and either:

7.6.1 personally delivered;

7.6.2 sent by prepaid registered mail; or

7.6.3 sent by facsimile, email or functionally equivalent electronic means of communication, charges (if any) prepaid.

Any Communication must be sent to the intended recipient at its address as follows:

to the Seller at:

333 Bay Street, Suite 4600
Toronto, Ontario, M5H 2S5

Attention: Nicholas Brearton / Philip Reynolds / Andrew Parkes

Facsimile No.: (416) 777-3364

Email: nbrearton@kpmg.ca / pjreynolds@kpmg.ca / aparkes@kpmg.ca

with a copy to:

Gowling WLG (Canada) LLP
1 First Canadian Place
100 King Street West, Suite 1600
Toronto, Ontario, M5X 1G5

Attention: Alex MacFarlane / Lilly Wong / Christine Mason

Facsimile No.: (416) 862-7661

Email: alex.macfarlane@gowlingwlq.com / lilly.wong@gowlingwlq.com
[/christine.mason@gowlingwlq.com](mailto:christine.mason@gowlingwlq.com)

to the Buyer at:

161 Bay Street
5th Floor, Brookfield Place
Toronto, Ontario M5J 2S8

Attention: Daniele Fiacco

Facsimile No.: 416-304-4573

Email: daniele.fiacco@cibc.com

with a copy to:

199 Bay Street

11th Floor, Commerce Court West
Toronto, Ontario M5L 1A2
Attention: Tim Meadowcroft
Email: tim.meadowcroft@cibc.com

and to:

Torys LLP
79 Wellington Street West
30th Floor, Box 270, TD South Tower
Toronto, Ontario M5K 1N2
Attention: (Ricco) A.S. Bhasin / David Bish
Facsimile No.: (416) 865-7380
Email: rbhasin@torys.com / dbish@torys.com

or at any other address that any Party may from time to time advise the other by Communication given in accordance with this Section 7.6. Any Communication delivered to the Party to whom it is addressed will be deemed to have been given and received on the day it is delivered at that Party's address, provided that if that day is not a Business Day then the Communication will be deemed to have been given and received on the next Business Day. Any Communication transmitted by facsimile or other form of electronic communication will be deemed to have been given and received on the day on which it was transmitted (but if the Communication is transmitted on a day which is not a Business Day or after 4:00 p.m. (local time of the recipient), the Communication will be deemed to have been received on the next Business Day). Any Communication given by registered mail will be deemed to have been received on the fifth (5th) Business Day after which it is so mailed. If a strike or lockout of postal employees is then in effect, or generally known to be impending, every Communication must be effected by personal delivery or by facsimile transmission.

7.7 Further Assurances

Each Party will, at the requesting Party's cost, execute and deliver or cause to be executed and delivered by its Representatives all further agreements and documents and provide all further assurances as may be reasonably required by the other Party to give effect to this Agreement and, without limiting the generality of the foregoing, will do or cause to be done by its Representatives all acts and things, execute and deliver or cause to be executed and delivered by its Representatives all agreements and documents and provide all assurances, undertakings and information as may be required from time to time by all regulatory or governmental bodies or other Persons in connection with or related to the Purchased Assets and shall use commercially reasonable efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Agreement.

7.8 Amendment and Waiver

No supplement, modification, amendment, waiver, discharge or termination of this Agreement is binding unless it is executed in writing by the Party to be bound. No waiver of, failure to exercise or delay in exercising, any provision of this Agreement constitutes a waiver of any other provision (whether or not similar) nor does such waiver constitute a continuing waiver unless otherwise expressly provided.

7.9 Submission to Jurisdiction

Without prejudice to the ability of any Party to enforce this Agreement in any other proper jurisdiction, each of the Parties irrevocably submits and attorns to the non-exclusive jurisdiction of the Court to determine all issues, whether at law or in equity arising from this Agreement. To the extent permitted by applicable law, each of the Parties irrevocably waives any objection (including any claim of inconvenient forum) that it may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of that Province or that the subject matter of this Agreement may not be enforced in such courts and irrevocably agrees not to seek, and waives any right to, judicial review by any court which may be called upon to enforce the judgment of the courts referred to in this Section 7.9, of the substantive merits of any such suit, action or proceeding. To the extent a Party has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, that Party irrevocably waives that immunity in respect of its obligations under this Agreement.

7.10 Assignment and Enurement

Neither this Agreement nor any right or obligation under this Agreement may be assigned by either Party without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. This Agreement enures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

7.11 Third Party Beneficiaries

Each Party hereto intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any Person other than the Parties hereto and their successors and permitted assigns, and no Person other than the Parties hereto and their successors and permitted assigns shall be entitled to rely on the provisions hereof in any suit, action, proceedings or other form.

7.12 Severability

Each provision of this Agreement is distinct and severable. If any provision of this Agreement, in whole or in part, is or becomes illegal, invalid or unenforceable in any jurisdiction by a court of competent jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect:

7.12.1 the legality, validity or enforceability of the remaining provisions of this Agreement; or

7.12.2 the legality, validity or enforceability of that provision in any other jurisdiction.

7.13 Counterparts

This Agreement may be executed and delivered by the Parties in one or more counterparts, each of which when so executed and delivered will be an original and such counterparts will together constitute one and the same instrument.

7.14 Facsimile or PDF Signatures

Delivery of this Agreement by facsimile or PDF transmission constitutes valid and effective delivery.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Each of the Parties has executed and delivered this Agreement, as of the date noted at the beginning of the Agreement.

KPMG INC., in its capacity as Court appointed liquidator of the business in Canada of **MAPLE BANK GmbH** and its assets as defined under section 618 of the *Bank Act*

Per: N Breat
Name: Nicholas Breaton
Title: President

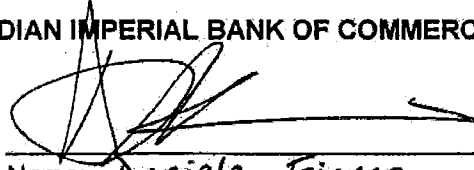
CANADIAN IMPERIAL BANK OF COMMERCE

Per: _____
Name:
Title:

Each of the Parties has executed and delivered this Agreement, as of the date noted at the beginning of the Agreement.

KPMG INC., in its capacity as Court appointed liquidator of the business in Canada of **MAPLE BANK GmbH** and its assets as defined under section 618 of the *Bank Act*

Per: _____
Name:
Title:

CANADIAN IMPERIAL BANK OF COMMERCE
Per: 
Name: *Daniele Fiacco*
Title: *Executive Director*

SCHEDULE 1
RECEIVABLE BACKED NOTES/QUEBEC PROMISSORY NOTES

REDACTED

SCHEDULE 2
RECEIVABLE BACKED NOTES ISSUANCE AGREEMENTS

1. Receivable Backed Notes issuance Agreement dated July 16, 2010 between PWM Financial Trust, PWM Capital and Maple Bank

2. Receivable Backed Notes Issuance Agreement dated September 14, 2010 between CTI Capital Securities Inc., and Maple Bank

3. Receivable Backed Notes Issuance Agreement dated October 11, 2013 between Korea Exchange Bank of Canada, Arton Investments and Maple Bank

**SCHEDULE 3
PERSONAL PROPERTY REGISTRATIONS AND HYPOTHECS**

A: Ontario Registrations

Debtor: Korea Exchange Bank of Canada

File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.						
					CG	I	E	A	O	MV	
1. 662814954 PPSA	1	20100709 1328 1590 5477 Reg. 10 year(s) Expires 09JUL 2020	PWM FINANCIAL TRUST PWM FINANCIAL TRUST TRUST	MAPLE BANK GMBH, TORONTO BRANCH		X	X	X	X	X	X
2. 678716586 PPSA	1	20160721134918621864 20120529 1200 1590 1641 Reg. 8 year(s) Expires 29MAY 2020	KEB HANA BANK CANADA BANQUE KEB HANA DU CANADA KOREA EXCHANGE BANK OF CANADA BANQUE KOREA EXCHANGE DU CANADA KOREA EXCHANGE BANK OF CANADA BANQUE KOREA EXCHANGE DU CANADA BANQUE KOREA EXCHANGE DU CANADA KOREA EXCHANGE BANK OF CANADA	MAPLE BANK GMBH, TORONTO BRANCH				X	X		
3. 691006149 PPSA	20	20160721135018621868 20160721134918621863 20131010 1546 1590 9135 Reg. 10 year(s) Expires 10OCT 2033	KEB HANA BANK CANADA BANQUE KEB HANA DU CANADA KOREA EXCHANGE BANK OF CANADA	MAPLE BANK GMBH, TORONTO BRANCH				X	X		

B: Quebec Registrations

	REGISTRATION NUMBER AND DATE	TYPE	GRANTOR	SECURED PARTY(IES)	AMOUNT	REGISTRATION EXPIRATION DATE	DESCRIPTION OF PROPERTY (summary)
1	10-0477973-	Conventional	PWM Financial	Maple Bank GmbH,	\$75,000,000	2020-07-16	The universality of the

	REGISTRATION NUMBER AND DATE	TYPE	GRANTOR	SECURED PARTY(IES)	AMOUNT	REGISTRATION EXPIRATION DATE	DESCRIPTION OF PROPERTY (summary)
	0001	Hypothec without delivery	Trust	Toronto Branch Trustees: Owen Menzel Armand Arton	together with interest thereon at the rate of 25% per annum, calculated semi-annually and not in advance from July 16, 2010		Grantor's present and after acquired movable property including all Receivable Investments and all Receivable Documents, the whole as more fully described therein.
2	10-0477973-0002	Conventional Hypothec without delivery	PWM Capital	Maple Bank GmbH, Toronto Branch	\$75,000,000 together with interest thereon at the rate of 25% per annum, calculated semi-annually and not in advance from July 16, 2010	2020-07-16	Any and all right, title and interest, present and future, which the Grantor may have in and to the Quebec Notes and the Investor Pledges, the whole as more fully described therein.
3	10-0637091-0001	Conventional Hypothec without delivery	CTI Capital Securities Inc. CTI Capital Valeurs Immobilières Inc.	Maple Bank GmbH, Toronto Branch	\$54,000,000, together with interest thereon at the rate of 25% per annum, calculated semi-annually and not in advance from September 14, 2010.	2020-09-14	The Collateral which includes without limitation all Receivables Investments in respect of all Receivable Backed Notes and all of the Grantor's right, title and interest in and to all Receivable Documents in respect of all Receivable Backed Notes, the whole as more fully described therein.
4	13-0914807-0001	Conventional Hypothec	Korea Exchange Bank	Maple Bank GmbH,	\$100,000,000, together with	October 15,	All rights, title and interest of the Grantor's, present

	REGISTRATION NUMBER AND DATE	TYPE	GRANTOR	SECURED PARTY(IES)	AMOUNT	REGISTRATION EXPIRATION DATE	DESCRIPTION OF PROPERTY (summary)
		without delivery	of Canada	Toronto Branch	interest thereon at the rate of 25% per annum, calculated semi-annually and not in advance from October 15, 2013.	2023	and future, in and to all present and after acquired Collateral, which includes without limitation all Receivable Investments in respect of all Receivable Backed Notes and all of the Issuer's right, title and interest in and to all Receivable Documents in respect of all Receivable Backed Notes, the whole as more fully described therein.

**SCHEDULE 4
NON-BINDING INDICATIVE PURCHASE PRICE**

REDACTED

**SCHEDULE 5
PURCHASE PRICE INPUTS**

REDACTED

SCHEDULE 6
DATA SITE AS OF THE DATE OF THE AGREEMENT

















Project: Maple Bank (Toronto Branch)
















































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



























































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


































































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




















































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






























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































































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





























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




































































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Trivun, Marko

From: Trivun, Marko
Sent: July-22-16 8:44 AM
To: Trivun, Marko
Subject: FW: Maple Bank - IQII Notes
Attachments: CTI Closing Books Index.pdf; PWM Closing Books Index.pdf

Marko Trivun

P. 416.865.7685

Original Message

From: Wong, Lilly <Lilly.Wong@gowlingwlg.com>
Sent: Thursday, July 21, 2016 4:51 PM
To: Bhasin, Ricco; Zemanek, Milosz; Meadowcroft, Tim - Legal; Trivun, Marko
Cc: Mason, Christine; Nicholas Brearton (nbrearton@kpmg.ca); MacFarlane, Alex; Fiacco, Daniele; Bish, David; Wong, Lilly
Subject: RE: Maple Bank - IQII Notes

Attached are the closing book indexes for CTI and PWM. We assume you wish to see a copy of each of the documents in the index. Maple is looking for the KEB/Arton record book and we have also asked Oslers if they have a copy of that record book. Regards. Lilly

Lilly Wong
Partner
T +1 416 369 4630
M +1 416 568 3256
F +1 416 862 7661
lilly.wong@gowlingwlg.com

-----Original Message-----

From: Bhasin, Ricco [mailto:rbhasin@torys.com]
Sent: July-21-16 2:14 PM
To: Wong, Lilly; Zemanek, Milosz; Meadowcroft, Tim - Legal; Trivun, Marko
Cc: Mason, Christine; Nicholas Brearton (nbrearton@kpmg.ca); MacFarlane, Alex; Fiacco, Daniele; Bish, David; Bhasin, Ricco
Subject: RE: Maple Bank - IQII Notes

Hi Lilly:

We've spoken with CIBC and we understand that all open points were resolved on a call between Nick and Daniele (in addition to the open points that we resolved over the phone on our call yesterday afternoon).

As such, while we're working on getting the schedules in order and the data room items/diligence is being finalized, Torys is also turning the purchase agreement to reflect all agreements and will send to you this afternoon.

I understand that the parties are all anxious to move quickly, so I wanted to give you the heads-up that the agreement will come your way, reflecting our agreements of yesterday and today. We would then propose getting on a call later today with the lawyers to confirm all are ok with the draft, so that, subject to the schedules being finalized/diligence being completed, we will be in a position to sign the agreement tomorrow morning.

Please let us know if that works for KPMG/Gowlings. Thanks

(Ricco) A.S. Bhasin

From: Wong, Lilly [mailto:Lilly.Wong@gowlingwlg.com]

Sent: July-21-16 12:00 PM

To: Zemanek, Milosz <mzemanek@torys.com>; Meadowcroft, Tim - Legal <Tim.Meadowcroft@CIBC.com>; Bhasin, Ricco <rbhasin@torys.com>; Trivun, Marko <mtrivun@torys.com>

Cc: Wong, Lilly <Lilly.Wong@gowlingwlg.com>; Mason, Christine <Christine.Mason@gowlingwlg.com>; Nicholas Brearton (nbrearton@kpmg.ca) <nbrearton@kpmg.ca>; MacFarlane, Alex <Alex.MacFarlane@gowlingwlg.com>

Subject: Maple Bank - IQII Notes

I attach blacklined and clean versions of the Receivable Backed Note power of attorney incorporating our comments. Regards. Lilly

Lilly Wong

Partner

EXHIBIT "A"
ASSIGNMENT AND ASSUMPTION AGREEMENT

BETWEEN:

KPMG INC., in its capacity as court-appointed liquidator of the business in Canada of **Maple Bank GmbH** and its assets as defined in section 618 of the *Bank Act*

(the "**Assignor**")

- and -

CANADIAN IMPERIAL BANK OF COMMERCE

(the "**Assignee**")

- A. Upon application by the Attorney General of Canada, pursuant to section 10.1 of the *Winding Up and Restructuring Act* ("**WURA**"), on February 16, 2016 the Ontario Superior Court of Justice (Commercial List) (the "**Court**") made a winding-up order: (a) that the business in Canada of Maple Bank GmbH ("**Maple Bank**") be wound up and that its assets, as defined under section 618 of the *Bank Act* be liquidated; and, (b) appointing KPMG Inc. as the liquidator (the "**Liquidator**") of the Toronto Branch under section 23 of WURA.
- B. Pursuant to an Order dated April 5, 2016, the Court approved: (a) a marketing process for a purchaser of certain of the assets of Maple Bank (collectively, the "**Toronto Branch Assets**"); and, (b) that the Liquidator implement and carry out the terms of the Marketing Process for sale of the Toronto Branch Assets.
- C. The Buyer and the Seller have entered into an Agreement of Purchase and Sale made as of July 22, 2016 (the "**Purchase Agreement**"), pursuant to which, inter alia, the Seller has agreed to sell the Purchased Assets to the Buyer and the Buyer has agreed to purchase and assume the rights and obligations of Maple Bank in and to the Purchased Assets.
- D. Capitalized terms used in this Assignment and Assumption Agreement not otherwise defined in this Assignment and Assumption Agreement will have the meanings set out in the Purchase Agreement.

NOW THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt of which is acknowledged, the Assignor declares as follows:

Subject to and in accordance with the provisions of the Purchase Agreement, effective as of July 22, 2016, the Assignor assigns and transfers to the Assignee, without recourse to the Assignor or Maple Bank and, except as expressly provided in the Purchase Agreement, without warranty, all of Maple Bank's right, title and interest in and to the Purchased Assets and the Assignee assumes all of the covenants and obligations of Maple Bank under the Purchased Assets, other than the Retained Liabilities, or as otherwise noted in the Purchase Agreement.

In the event of any conflict or inconsistency between the provisions of this Assignment and

Assumption Agreement and the Purchase Agreement, the provisions of the Purchase Agreement will prevail to the extent of that conflict or inconsistency.

The Assignor undertakes and agrees to execute, at the request and expense of the Assignee, such further documentation as may be reasonably required in order to permit the Assignee to complete this assignment of the Purchased Assets.

Each of the parties has executed and delivered this Assignment and Assumption Agreement on the [●] day of [●], 2016.

KPMG Inc., in its capacity as Court appointed liquidator of the business in Canada of **MAPLE BANK GmbH** and its assets as defined under section 618 of the *Bank Act*

Per: _____
Name:
Title:

CANADIAN IMPERIAL BANK OF COMMERCE

Per: _____
Name:
Title:

EXHIBIT "B"
FORM OF APPROVAL AND VESTING ORDER

Court File No. CV-16-11290-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE REGIONAL) *DAY THE *
SENIOR JUSTICE MORAWETZ) DAY OF *, 2016
)

IN THE MATTER OF MAPLE BANK GmbH

AND IN THE MATTER OF THE *WINDING-UP AND RESTRUCTURING ACT*,
R.S.C. 1985, C.W-11, AS AMENDED

AND IN THE MATTER OF THE *BANK ACT*, S.C. 1991, C.46, AS AMENDED

BETWEEN:

ATTORNEY GENERAL OF CANADA

Applicant

and

MAPLE BANK GmbH

Respondent

APPROVAL AND VESTING ORDER

THIS MOTION, made by KPMG Inc. ("**KPMG**"), in its capacity as the Court-appointed Liquidator (the "**Liquidator**") in respect of the winding up of the business in Canada (the

"**Business**") of Maple Bank GmbH ("**Maple Bank**") and its assets as defined in section 618 of the *Bank Act*, S.C. 1991, as amended (the "**Bank Act**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale dated July 22, 2016 (the "**Sale Agreement**") between the Liquidator and Canadian Imperial Bank of Commerce (the "**Purchaser**"), appended to the * Report of the Liquidator dated *, 2016 (the "*** Report**"), and vesting in the Purchaser Maple Bank's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the * Report and on hearing the submissions of counsel for the Liquidator and counsel for the German Insolvency Administrator, no one appearing for any other person on the service list, although properly served as appears from the affidavit of [INSERT NAME] sworn *, 2016, filed:

1. THIS COURT ORDERS that the * Report and the activities of the Liquidator outlined therein be and are hereby approved.
2. THIS COURT ORDERS AND DECLARES that (i) the Transaction is hereby approved; (ii) the execution of the Sale Agreement by the Liquidator is hereby authorized, ratified and approved, and (iii) the Liquidator is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser, including the making of such minor amendments to the Sale Agreement as the Liquidator may deem necessary.
3. THIS COURT ORDERS AND DECLARES that upon the delivery of a Liquidator's certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the "**Liquidator's Certificate**"), all of Maple Bank's right, title and interest (including, for greater certainty, any right, title or interest held by the GIA) in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or

charges created by the Order of Regional Senior Justice Morawetz dated February 16, 2016; (ii) any charges created under the *Winding-up and Restructuring Act*; and (iii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system, and, without limiting the generality of the foregoing, the registrations listed as Schedule "B" hereto (all of which are collectively referred to as the "**Encumbrances**"), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Liquidator's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

5. THIS COURT ORDERS AND DIRECTS the Liquidator to file with the Court a copy of the Liquidator's Certificate, forthwith after delivery thereof.

6. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Liquidator is authorized and permitted to disclose and transfer to the Purchaser personal information of identifiable individuals, if any, relating to the Purchased Assets, and who may be identified in, or subject to the Sale Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by Maple Bank.

7. THIS COURT ORDERS that, notwithstanding the pendency of these proceedings, the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall not be void or voidable by creditors of Maple Bank, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Winding-up and Restructuring Act*, or any other applicable federal or

provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

8. THIS COURT ORDERS that the definitions of "Deposit", "Discount Rate", "Outside Date" and "Purchase Price" in Section 1.1, Section 6.5, and Schedules 1, 4 and 5 of the Sale Agreement attached to the Report are hereby sealed and shall not form part of the public record until such time as the Liquidator's Certificate has been filed with the Court, or upon further order of the Court.

9. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Liquidator and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Liquidator, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Liquidator and its agents in carrying out the terms of this Order.

Schedule A – Form of Liquidator’s Certificate

Court File No. CV-16-11290-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF MAPLE BANK GmbH

AND IN THE MATTER OF THE WINDING-UP AND RESTRUCTURING ACT,
R.S.C. 1985, C.W-11, AS AMENDED

AND IN THE MATTER OF THE BANK ACT, S.C. 1991, C.46, AS AMENDED

BETWEEN:

ATTORNEY GENERAL OF CANADA

Applicant

and

MAPLE BANK GmbH

Respondent

LIQUIDATOR’S CERTIFICATE

RECITALS

- A. Pursuant to an Order of Regional Senior Justice Morawetz of the Ontario Superior Court of Justice Commercial List (the "**Court**") dated February 16, 2016, KPMG Inc. was appointed under the provisions of the *Winding-up and Restructuring Act* (Canada) as the Liquidator (the "**Liquidator**") of the business in Canada of Maple Bank GmbH ("**Maple Bank**") and of its assets, as defined in section 618 of the *Bank Act*, S.C. 1991, c.46, as amended.
- B. Pursuant to an Order of the Court dated *, 2016, the Court approved the agreement of purchase and sale made as of July 22, 2016 (the "**Sale Agreement**") between the Liquidator and Canadian Imperial Bank of Commerce (the "**Purchaser**"), and provided for the vesting in the Purchaser of Maple Bank's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Liquidator to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Article 5 of the Sale Agreement have been satisfied or

waived by the Liquidator and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Liquidator.

- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE LIQUIDATOR CERTIFIES the following:

1. The Purchaser has paid and the Liquidator has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in Article 5 of the Sale Agreement have been satisfied or waived by the Liquidator and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Liquidator.
4. This Certificate was delivered by the Liquidator at [TIME] on [DATE].

KPMG Inc., in its capacity as the Court-appointed Liquidator in respect of the winding up of the business in Canada of Maple Bank GmbH, and of its assets, as defined in section 618 of the *Bank Act*, S.C. 1991, c.46, as amended.

Per:

Name:

Title:

Schedule B – PPSA Registrations to be deleted and expunged

Name of Debtor: Maple Bank GmbH

As of: June 26, 2016 in Ontario.

Registration Date	Secured Party	Registration No	Collateral Classification/Description
Ontario			
October 30, 2002	Maple Trust Company	888740613	Accounts and other (5 years).
March 30, 2006	The Bank of Nova Scotia	623817576	Accounts and other (perpetual).
June 25, 2012	BMO Nesbitt Burns	679448196	Accounts and other (collateral pledged under the Securities Loan Agreement dated November 6, 2007) (25 years).

IN THE MATTER OF MAPLE BANK GmbH - AND IN THE MATTER OF THE WINDING-UP AND
RESTRUCTURING ACT, R.S.C. 1985, C.W-11, AS AMENDED - AND IN THE MATTER OF THE BANK
ACT, S.C. 1991, C.46, AS AMENDED
BETWEEN: **ATTORNEY GENERAL OF CANADA**, Applicant – and – **MAPLE BANK GmbH**,
Respondent

Court File No. CV-16-11290-00CL

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**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

PROCEEDING COMMENCED AT
TORONTO

APPROVAL AND VESTING ORDER

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Thomas Gertner: thomas.gertner@gowlingwlg.com

Lawyers for KPMG Inc., in its capacity as Liquidator of the
business in Canada of Maple Bank GmbH and its assets.

EXHIBIT "C"
IQII CONSENT

CONSENT, ACKNOWLEDGEMENT AND RECEIPT

This letter confirms receipt of the Assignment and Assumption Agreement dated [●], 2016 executed by KPMG Inc. ("**KPMG**") and Canadian Imperial Bank of Commerce ("**CIBC**") pursuant to which KPMG, in its capacity as court-appointed liquidator, has assigned to CIBC all of Maple Bank GmbH, Toronto Branch's ("**Maple Bank**") rights, title and interest in, to, and under all security interests, assignments, hypothecs, charges, and other liens over the promissory notes issued by IQ Immigrants Investisseurs Inc. ("**IQ**") to the below noted investors in connection with the Québec Immigrant Investor Program (the "**Notes**").

We acknowledge that IQ received irrevocable directions from ["**X**"] ("**X**"), on behalf of the below noted investors, directing IQ to pay all amounts owing or otherwise payable to the below noted investors to Maple Bank. We further acknowledge Maple Bank's right to assign the irrevocable directions, confirm and consent to the assignment of Maple Bank's interest in the Notes to CIBC and recognize CIBC as the assignee of Maple Bank's right to payment under the irrevocable directions.

We (i) confirm that no repayments of the Notes have been made, and (ii) confirm that IQ has not been directed to make any payments pursuant to or in connection with the Notes to any person, other than Maple Bank and CIBC.

IQ will pay directly to CIBC by wire transfer of immediately available funds pursuant to wire instructions stated below all amounts owing or otherwise payable to the below noted investors pursuant to or in connection with the Notes and will in no case refund or repay the below noted investors or make any payment to [**X**] and/or Maple Bank in respect of the Notes.

**EXHIBIT "D"
GIA CONSENT**

[SEE ATTACHED]

CONSENT AND ACKNOWLEDGEMENT

Reference is made to the Agreement of Purchase and Sale dated ■, 2016 executed by KPMG Inc. ("KPMG") and Canadian Imperial Bank of Commerce ("CIBC") pursuant to which KPMG, in its capacity as court-appointed liquidator, has agreed to assign to CIBC all of Maple Bank GmbH, Toronto Branch's ("Maple Bank") rights, title and interest in, to, and under certain property, assets and undertaking of Maple Bank (the "Purchase Agreement").

Capitalized terms used but not defined herein have the meanings given to them in the Purchase Agreement.

The undersigned hereby:

- a) acknowledges and agrees that it has been authorized to provide this consent to the Transaction;
- b) confirms that it has been presented with the form of Approval and Vesting Order, which Approval and Vesting Order is attached as Schedule "A" hereto, and understands that the Approval and Vesting Order shall convey the Purchased Assets to the purchaser free and clear of the interests the German Insolvency Administrator and Maple Bank GmbH; and,
- c) acknowledges having received a copy of the Purchase Agreement and consents and agrees to the Transaction and Approval and Vesting Order.

EXHIBIT "E"
ISSUER CONSENT

[SEE ATTACHED]

CONSENT

TO: **CANADIAN IMPERIAL BANK OF COMMERCE ("CIBC")**

DATE: **■, 2016**

RE: Assignment and Assumption Agreement to be executed by KPMG Inc. ("**KPMG**") and CIBC pursuant to which KPMG, in its capacity as court-appointed liquidator, will assign to CIBC all of Maple Bank GmbH, Toronto Branch's ("**Maple Bank**") rights, title and interest in, to, and under all security interests, assignments, hypothecs, charges, and other liens over the promissory notes issued by IQ Immigrants Investisseurs Inc. ("**IQ**") to each of the investors listed on the Schedule attached hereto (each an "**Investor**") in connection with the Quebec Immigrant Investor Program (each, a "**Note**")

WHEREAS each Investor has appointed the undersigned as its attorney to act on its behalf as agent and mandatary in connection with, *inter alia*, the Quebec Immigrant Investor Program, pursuant to a power of attorney granted by each Investor, as specified in the Schedule attached hereto (each a "**Power of Attorney**").

WHEREAS each Investor has granted a hypothec on and pledge of its Note to its lender and had agreed with such lender for such Note to be held by Maple Bank for the purposes of Article 2705 of the *Civil Code of Quebec*.

Each Investor (together with the successors, assigns, heirs and representatives of same) represented by the undersigned under the applicable Power of Attorney, hereby consents to the holding of its Note for the purposes of Article 2705 of the *Civil Code of Quebec* from now on by CIBC and its successors and assigns and to CIBC receiving a copy of each such Investor's hypothec agreement.

[•]

By:
Title:

As attorney acting on behalf of each
Investor

SCHEDULE

	INVESTOR	DATE OF POWER OF ATTORNEY
1.		
2.		
3.		

EXHIBIT "F"
TRANSFER POWER FOR RECEIVABLE BACKED NOTES

[SEE ATTACHED]

TRANSFER AND POWER OF ATTORNEY

FOR VALUE RECEIVED, the undersigned solely in its capacity as court-appointed liquidator of the business in Canada of Maple Bank GmbH ("**Maple Bank**") and its assets as defined in section 618 of the Bank Act (Canada) (the "**Liquidator**"), hereby irrevocably sells, assigns and transfers the receivable backed promissory note of **[insert Issuer]** dated **[insert date]** payable to Maple Bank GmbH (the "**Note**"), without recourse to Maple Bank or the Liquidator to _____, as assignee of the rights of Maple Bank, orders **[insert Issuer]** to pay the Note to the order of _____, and hereby irrevocably constitutes and appoints _____ as the undersigned's attorney to transfer the Note, with full power of substitution.

DATED: _____

KPMG INC. in its capacity as court-appointed liquidator of the business in Canada of Maple Bank GmbH and its assets as defined in section 618 of the Bank Act (Canada)

Per: _____

Name:

Title:

Per: _____

Name:

Title:

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EXHIBIT "G"
ENDORSEMENTS OF QUEBEC PROMISSORY NOTES

[SEE ATTACHED]

ENDORSEMENT

FOR VALUE RECEIVED, the undersigned as agent and attorney for and on behalf of each of the investors listed on Schedule A hereto, hereby irrevocably sells, assigns and transfers each of the Investissement Quebec Immigrants Investisseurs ("IQII") promissory notes (the "Notes") listed on Schedule A hereto to _____, orders IQII to pay each such Note to the order of _____.

This allonge constitutes an endorsement of each of the Notes, the original of each such Note being attached hereto, and should be read as if written on each of the Notes.

The undersigned, as agent and attorney for and on behalf of each of the investors listed on Schedule A hereto, also hereby irrevocably constitutes and appoints _____ as the undersigned's attorney to do all such things necessary to give effect to the present endorsement and transfer of the Notes, with full power of substitution.

DATED: _____

[Investor's Attorney/Agent]

Per: _____
Name:
Title:

Per: _____
Name:
Title:

Schedule A

<u>Investor</u>	<u>Investor MICC #</u>	<u>Note Amount</u>	<u>Note Number</u>	<u>Date of Note</u>