

**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. B. 46, AS AMENDED

BETWEEN:

ATTORNEY GENERAL OF CANADA

Applicant

- and -

MAPLE BANK GmbH

Respondent

**MOTION RECORD
(Returnable October 12, 2016)**

Date: October 6, 2016

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its assets.

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TAB 1

**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

NOTICE OF MOTION

KPMG Inc., 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, C.46 (the “**Assets**”) will make a Motion to Regional Senior Justice Morawetz, on Wednesday, October 12, 2016 at 8:30 a.m. or as soon after that time as the motion can be heard, at 330 University Avenue, 8th Floor, Toronto, Ontario.

THE PROPOSED METHOD OF HEARING: The motion is to be heard orally.

THE MOTION IS FOR:

1. An Order substantially in the form attached as Schedule “A” to this Notice of Motion (the “**Approval and Vesting Order**”),
 1. If required, abridging the time for service of the Notice of Motion and the Motion Record and validating service so that the Motion is properly returnable on the proposed date and dispensing with the requirement for any further service thereof;
 2. approving the actions and activities of the Liquidator as set out in the Seventh Report of the Liquidator dated October 6, 2016 (the “**Seventh Report**”) and the Confidential Supplement to the Seventh Report to be filed with the Court (the “**Confidential Supplement**”);
 3. approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale dated October 5, 2016 (the “**Sale Agreement**”) between the Liquidator and KEB Hana Bank Canada (“**KEB**”), as appended to the Confidential Supplement and vesting in KEB, Maple Bank’s right, title and interest in and to the assets described in the Sale Agreement (the “**Residual Receivable Backed Notes**”);
 4. authorizing and directing the Liquidator to take such additional steps and execute such additional documents including without limitation any assignment and assumption agreement(s) as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Residual Receivable Backed Notes to KEB;
 5. sealing the Confidential Supplement pending further order of the Court, or the filing of a Liquidator’s Certificate in respect of the Transaction; and
 6. such further and other relief as counsel may advise and this Court may permit,

THE GROUNDS FOR THE MOTION ARE

1. On February 16, 2016, upon application by the Attorney General of Canada, the Ontario Superior Court of Justice [Commercial List] (the “**Court**”) issued a winding-up order (the “**Winding-Up Order**”), winding-up the Business of Maple Bank and appointing KPMG as Liquidator of the Business and Assets pursuant to the *Winding-Up and Restructuring Act* R.S.C., 1985, c.W-11 (the

“WURA”).

2. On April 5, 2016, the Court approved a multi-phased marketing process developed by the Liquidator in consultation with the Canada Mortgage Housing Corporation in respect of a process for the sale of all, or a portion, of Maple Bank’s Assets (collectively the “**Marketing Process**”).

The Purchased Assets

3. At the date of the Winding-Up Order, the Toronto Branch was the owner of certain receivable backed notes relating to the Immigrant Investor Program (the “**IIP**”), a program administered by the Federal government and participating provincial governments (including the Quebec government) to attract successful business immigrants to Canada.
4. In order to qualify for the IIP an individual (an “**Immigrant Investor**”) *inter alia* must have a net worth of at least \$1.6 million and deposit \$400,000 to \$800,000 with either Citizenship and Immigration Canada (“**CIC**”) or Investissement Quebec (“**IQII**”), for a period of 5 years at 0% interest.
5. In exchange, the Immigrant Investor would receive, as applicable, a promissory note from CIC (“**Federal Promissory Notes**”) or IQII (“**Quebec Promissory Notes**”) 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.
6. A number of financial institutions are in the business of providing loans to Immigrant Investors to fund their investment with CIC or IQII (the “**Immigrant Investor Loans**”, each, a “**Immigrant Investor Loan**”).
7. Each Immigrant Investor Loan is secured by a Federal Promissory Note or Quebec Promissory Note, as the case may be, issued to an Immigrant Investor. The Toronto Branch in turn provided financing to certain of these financial institutions (the “**RBN Financing**”) to fund their Immigrant Investor Loans.
8. The RBN Financing was provided by the Toronto Branch through the purchase of receivable backed notes (the “**Receivable Backed Notes**”) issued by the financial institution for each Immigrant Investor Loan made by it.

9. On Jul 27, 2016, the Court approved the sale of the majority of the Receivable Backed Notes held by Maple Bank to a series of purchasers, more specifically Canadian Imperial Bank of Commerce (“CIBC”), ICICI Bank (“ICICI”) and KEB (the “August RBN Transactions”).
10. After completing the August RBN Transactions, the Toronto Branch was left with the Residual Receivable Backed Notes, being more specifically 35 Receivable Notes having an aggregate face value of \$15.6 million which were issued by KEB (or its predecessor) and were indirectly secured by Federal Promissory Notes.
11. As outlined in the Liquidator’s Fifth Report dated July 25, 2016, the Liquidator undertook to sell the Residual Receivable Backed Notes through targeted approaches to potential purchasers. The Liquidator subsequently approached both KEB and ICICI to solicit their interest in purchasing the residual notes, with both parties expressing an interest in doing so. Each were subsequently offered the opportunity to perform detailed due diligence on the Residual Receivable Backed Notes.
12. On September 8, 2016 the Liquidator requested that KEB and ICICI submit a formal offer for the Residual Receivable Backed Notes by way of a purchase and sale agreement by no later than 12:00 PM September 15, 2016. Both KEB and ICICI submitted purchase and sale agreements by the deadline, each of which contemplated the purchase of all of the Residual Receivable Backed Notes.
13. The Liquidator subsequently determined, in consultation with the GIA, to accept the Sale Agreement with KEB as its purchase price was higher than that offered by ICICI and the closing risk associated with a transaction with either purchaser was viewed as substantially the same (but in any event not significant).

Sealing

14. The Confidential Supplement includes an unredacted copy of the Sale Agreement and provides further details concerning this agreement, including with respect to the purchase price payable by KEB.
15. Public disclosure of the Confidential Supplement will have an adverse effect on the commercial, competitive and proprietary interests being acquired by KEB under the Sale Agreement. In order to preserve the integrity of the Marketing Process as well as certain commercially sensitive

information contained in the Sale Agreement, it is proposed that the Confidential Supplement remain sealed until either: (i.) further Order of the Court, or (ii.) the filing of a Liquidator's Certificate in respect of the Transaction.

Miscellaneous

16. Sections 33, 35 and 152 of the *WURA*.
17. Rules 1.04, 1.05, 2.03, 3.02(1), 16 and 37 of the *Rules of Civil Procedure*, 37 R.R.O. 1990, Reg. 194.
18. Such further and other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

1. The Seventh Report;
2. The Confidential Supplement to the Seventh Report;
3. The Winding-Up Order;
4. The Marketing Process, and
5. Such further and other documentary evidence as counsel may advise and this Court may accept.

October 6, 2016

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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

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

NOTICE OF MOTION

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TAB 1A

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE REGIONAL) WEDNESDAY THE 12th
SENIOR JUSTICE MORAWETZ) DAY OF OCTOBER, 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, C.46, as amended (the "**Bank Act**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale dated October 5, 2016 (the "**Sale Agreement**") between the Liquidator and KEB Hana Bank Canada (the "**Purchaser**"), appended to the Confidential

Supplement to the Seventh Report of the Liquidator dated October •, 2016 (the “**Confidential Supplement to the Seventh 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 Seventh Report of the Liquidator dated October 6, 2016 (the “**Seventh Report**”) and the Confidential Supplement to the Seventh Report and on hearing the submissions of counsel for the Liquidator and counsel for the German Insolvency Administrator (the “**GIA**”), no one appearing for any other person on the service list, although properly served as appears from the affidavit of Frances Dunne sworn October 6, 2016, filed and on being advised by counsel to the GIA that the GIA consents to the Transaction:

Service / Approval of the Activities

1. THIS COURT ORDERS, that the time for service of the Notice of Motion and the Motion Record is validated so that the Motion is properly returnable today and hereby dispenses with further service thereof, including without limitation, any prescribed notice requirements under the *Winding-up and Restructuring Act* R.S.C., 1985, c. W-11 (the “**WURA**”).
2. THIS COURT ORDERS that the Seventh Report, the Confidential Supplement to the Seventh Report and the activities of the Liquidator outlined in the Seventh Report and the Confidential Supplement to the Seventh Report be and are hereby approved.

Sale and Approval

3. 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.
4. 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 WURA; (iii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* R.S.O. 1990, c. P.10, 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.

5. 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.

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

7. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act* S.C. 2000, c. 5, 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.

8. 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 WURA, 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.

Sealing

9. THIS COURT ORDERS that the Confidential Supplement to the Seventh Report is 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 on further order of this Court.

General

10. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, the Republic of Germany, including the assistance of the Amtsgericht Frankfurt am Main [Insolvency Court] 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* R.S.C., 1985, c. W-11 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 October 12, 2016, the Court approved the agreement of purchase and sale made as of October 5, 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 Articles 4 and 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 Articles 4 and 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: October 6 , 2016

SECURED PARTY		FILE NO./ REGISTRATION NO./ REGISTRATION PERIOD	COLLATERAL CLASSIFICATION/DESCRIPTION	FINANCING CHANGE STATEMENTS
1.	Maple Trust Company	888740613 20021030 1124 1590 6773 5 years	Accounts, Other	20060330 1439 1590 4212 Renewal: 99 years
2.	The Bank of Nova Scotia	623817576 20060330 1407 1590 4200 99 years	Accounts, Other	
3.	BMO Nesbitt Burns Inc.	679448196 20120625 1701 1532 2776 25 years	Accounts, Other GCD: Collateral pledged under the Securities Loan Agreement dated November 6 th , 2007, as it may be amended, supplemented, restated or replaced from time to time.	20120627 1445 1530 4477 Amendment Amend debtor's address from 79 Wellington West, Suite 3500, Toronto, ON M5K 1K7 to 79 Wellington Street West, Suite 3500, Toronto, ON M5K 1K7

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

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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.

TAB 2

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

SEVENTH 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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Listing of Appendices

- Appendix A - Winding-Up Order dated February 16, 2016
- Appendix B - Approval and Vesting Order in respect of the sale of certain receivable backed notes to each of KEB Hana Bank Canada, ICICI Bank Canada and Canadian Imperial Bank of Commerce, dated July 27th, 2016
- Appendix C - Marketing Process Order dated April 5, 2016
- Appendix D - Redacted copy of KEB Residual Notes Sale Agreement dated October 5, 2016

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**”). Attached as Appendix “A” to this report is a copy of the Winding-Up Order.
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 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.
9. On July 25, 2016, the Liquidator filed its Fifth Report to the Court which provided information regarding three sales transactions by the Liquidator involving certain structured loans associated with the Immigrant Investor Program (“IIP”), which included receivable backed notes (the “**Receivable Backed Notes**”) issued by PWM Financial Trust, CTI Capital Securities Inc. and KEB Hana Bank Canada (“KEB”) respectively and secured by, *inter alia*, notes issued by either Citizenship and Immigration Canada (“CIC”) or IQ Immigrants Investisseurs Inc. (“IQII”). Following closing of these three sales transactions certain unsold Receivable Backed Notes remained in the possession of the Toronto Branch estate (the “**Residual Receivable Backed Notes**”).
10. On September 19, 2016, the Liquidator filed its Sixth Report to the Court which provided information regarding the selection by CMHC of Equitable Bank (“**Equitable**”) as the Successor Issuer for the Toronto Branch’s *National Housing Act* (“NHA”) MBS Program and the resulting acquisition and assumption by Equitable of all of the Toronto Branch’s rights and obligations under the CMHC NHA MBS Guide and NHA MBS Program with respect to the NHA MBS originally issued by the Toronto Branch thereunder as well as the proposed sale of MBS still owned by the Toronto Branch and certain other Toronto Branch assets to Equitable.

TERMS OF REFERENCE AND DISCLAIMER

11. 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.

12. 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.
13. Capitalized terms not defined in this seventh report to the Court (the “**Seventh Report**”) are as defined in either the Winding-Up Order, the First Report, the Second Report, the Third Report, the Fourth Report, the Fifth Report, and/or the Sixth Report. Unless otherwise indicated, all references to monetary amounts herein are denominated in Canadian dollars (“**CAD**”).
14. 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 SEVENTH REPORT

15. The purpose of the Seventh Report is to provide information to this Court in respect of:
 - i. The proposed sale by the Liquidator of the Residual Receivable Backed Notes to KEB. The Liquidator is seeking, pursuant to Section 7(f)(b) of the Winding-Up Order, the Court’s approval of this sale transaction and the granting of a vesting order to effect the same, and
 - ii. The activities of the Liquidator in respect of the marketing of the Residual Receivable Backed Notes.

2. RECEIVABLE BACKED NOTES PORTFOLIO

16. As described in the Second Report, as at the Liquidation Date, the Toronto Branch's assets included approximately \$223.3 million (face value) of structured loans associated with the IIP.
17. The IIP was created by the Canadian and Quebec governments to attract successful business immigrants to Canada. In order to qualify, an individual selected under the IIP (the "**Immigrant Investor**") must *inter alia* have a net worth of at least \$1.6 million and invest \$400,000 to \$800,000 with either CIC or 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.
18. A number of financial institutions are in the business of providing loans ("**Immigrant Investor Loans**", each an "**Immigrant Investor Loan**") to Immigrant Investors to fund their investment with CIC or IQII. Each Immigrant Investor Loan is secured by a Federal Promissory Note or Quebec Promissory Note, as the case may be, issued to an Immigrant Investor. The 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 the Toronto Branch through the purchase of 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.

19. The Toronto Branch, as at the date of the Fifth 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., or PWM Financial Trust/PWM Capital. On July 27, 2016 the Court approved the sale of certain Receivable Backed Notes to ICICI Bank Canada (“**ICICI**”), Canadian Imperial Bank of Commerce (“**CIBC**”) and KEB (the “**July RBN Approval and Vesting Order**”). The July RBN Approval and Vesting Order is attached as Appendix “**B**” to this report. The aggregate amount of notes sold and closing dates in connection with each of these three sales was as follows:

Purchaser	Face value of notes purchased	Closing Date
KEB	\$34.8 million	August 11, 2016
ICICI	\$49.6 million	August 12, 2016
CIBC	\$122.8 million	August 9, 2016

20. After completing the sales to KEB, ICICI and CIBC, the Toronto Branch was left with the Residual Receivable Backed Notes, being more specifically 35 Receivable Backed Notes having an aggregate face value of \$15.6 million which were issued by KEB (or its predecessor) and were indirectly secured by Federal Promissory Notes.

3. *MARKETING PROCESS ASSOCIATED WITH RECEIVABLE BACKED NOTES*

21. On April 5, 2016, the Court approved the Marketing Process, pursuant to which the Liquidator was given the specific power to conduct a sales process for all or substantially all of the Assets of Maple Bank, including *inter alia* the Receivable Backed Notes (the “**Marketing Process Order**”). Attached as Appendix “C” to this report is a copy of the Marketing Process Order.
22. 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.
23. 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.
24. 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 a LOI (the “**Remaining Notes**”).
25. 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.

26. 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 was entered into on July 22, 2016. As discussed previously, these transactions were subsequently approved by the Court and closed.
27. In terms of the marketing of the Residual Receivable Backed Notes, as outlined in the Liquidator’s Fifth Report, the Liquidator sought to sell these notes through targeted approaches to potential purchasers. The Liquidator subsequently approached both KEB and ICICI to solicit their interest in purchasing the residual notes, with both parties expressing an interest in doing so (CIBC was not approached as they had previously indicated to the Liquidator that they were only interested in acquiring Receivable Backed Notes indirectly secured by Quebec Promissory Notes). The parties were

subsequently offered the opportunity to perform detailed due diligence on the Residual Receivable Backed Notes.

28. On September 8, 2016 the Liquidator requested that KEB and ICICI submit a formal offer for the Residual Receivable Backed Notes by way of a PSA by no later than 12:00 PM September 15, 2016. Both KEB and ICICI submitted PSAs by the deadline, each of which contemplated the purchase of all of the Residual Receivable Backed Notes. Each of the PSAs contained the same terms and conditions as the KEB Sale Agreement and ICICI Sale Agreement that the Liquidator previously entered into and closed with KEB and ICICI, respectively. The Liquidator subsequently determined, in consultation with the GIA, to accept the PSA with KEB as its purchase price was higher than that offered by ICICI and the closing risk associated with a transaction with either purchaser was viewed as substantially the same (but in any event not significant). On October 5, 2016, the Liquidator entered into a PSA with KEB (the “**KEB Residual Note Sale Agreement**”), a redacted copy of which is attached as Appendix “**D**” to this report.

4. SALE OF RESIDUAL RECEIVABLE BACKED NOTES

29. The basic structure of the KEB Residual Notes Agreement is the same as the KEB Sale Agreement, the major aspects being as follows:

- The purchased assets include the Residual Receivable Backed Notes, all of Maple Bank's rights under the Receivable Backed Notes Issuance Agreements, as defined in the KEB Residual Notes Agreement including all security interests, charges and guarantees created thereunder, and books and records associated with the Residual Receivable Backed Notes;
- The sale is 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 is the first business day after all of the conditions precedent, as enumerated in the KEB Residual Notes Agreement, have been satisfied or waived (the "**Closing Date**"); and
- 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 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. CIC providing an acknowledgement and consent that the Federal Promissory Notes that are associated with the Residual Receivable Backed Notes being purchased are outstanding as at the Closing Date and that payment by CIC on the maturity of the promissory notes will be made to the purchaser.

- There is an outside date by which the transaction under the KEB Residual Notes Agreement must have closed failing which, in the absence of an agreement to extend by the parties, the agreement is terminated and, provided the purchaser is not in default, the deposit is returned to the purchaser. This date has been redacted from the KEB Residual Notes Agreement attached to this report but is disclosed in the un-redacted version attached to the Confidential Supplement to the Seventh Report (the “**Confidential Report**”).
30. Other details redacted from the KEB Residual Notes Agreement attached to this report are as follows:
- The purchase price;
 - The amount of the Deposit;
 - The termination provisions of the agreement; and
 - Schedule 1 to the agreement.

These details are disclosed in the un-redacted version of the agreement attached to the Confidential Report.

31. The Liquidator has considered whether withholding taxes need to be deducted from the sales proceeds for the Residual Receivable Backed Notes and remitted to Canada Revenue Agency given that the Toronto Branch is a non-resident for tax purposes. Based on advice received from the Liquidator’s legal counsel that there is an exemption with respect to the Residual Receivable Backed Notes, the Liquidator has concluded that withholding taxes are not applicable to the above referenced sale transaction.
32. The Liquidator has consulted with the GIA regarding the proposed transaction. The Liquidator has been advised that the GIA is in agreement with the proposed transaction from a commercial perspective.
33. In conclusion, the Liquidator is of the view that, in conjunction with its activities pursuant to the Court approved Marketing Process regarding the Receivable Backed

Notes, it has conducted a transparent, fair, robust and thorough marketing of the Residual Receivable Backed Notes and all participants were treated in a fair and even handed manner. The Liquidator recommends that the Court approve the KEB Residual Notes Sale Agreement, and grant a vesting order to effect the transaction. The Liquidator further recommends that, given the commercially sensitive information contained in the Confidential Report, the Court grants an order sealing the Confidential Report until the earlier of the closing of the transaction and further order of this Court.

5. RECOMMENDATIONS OF THE LIQUIDATOR

34. The Liquidator submits this Seventh Report to the Court in support of the Liquidator's Motion for the relief as set out in the Notice of Motion dated October 6, 2016 and recommends that the Court grant an order approving:

- (a) The KEB Residual Notes Sale Agreement; and
- (b) The sealing of the Confidential Report 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 transaction.

All of which is respectfully submitted at Toronto, Ontario this 6th day of October, 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

TOR_LAW\90344003

11:47 AM

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

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

ATTORNEY GENERAL OF CANADA

Applicant

- and -

MAPLE BANK GmbH

Respondent

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

**SEVENTH REPORT OF THE LIQUIDATOR
(Dated October 6, 2016)**

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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.

TAB 2A

Court File No. CV-16 - 11290 - 0002

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE REGIONAL)
SENIOR JUSTICE MORAWETZ)
)

TUESDAY, THE 16TH
DAY OF FEBRUARY, 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

WINDING-UP ORDER

THIS APPLICATION made by the Attorney General of Canada under the *Winding-up and Restructuring Act*, R.S.C. 1985, c. W-11, as amended ("*WURA*"), for the appointment of KPMG Inc. ("KPMG") as liquidator, without security, in respect of the winding up of the business in

Canada (the "Business") of the Respondent, Maple Bank GmbH ("Maple Bank"), and of the assets, as defined in section 618 of the *Bank Act*, S.C. 1991, c. 46, as amended, (the "*Bank Act*") of Maple Bank was heard this day at Toronto, Ontario.

ON READING the Notice of Application and Application Record in the within matter, and on hearing submissions of counsel for each of the Attorney General of Canada, and for KPMG as the proposed Liquidator.

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof, including without limitation, the prescribed notice requirements of section 26 of *WURA*.

WINDING-UP

2. **THIS COURT DECLARES** that Maple Bank is an authorized foreign bank subject to *WURA*.
3. **THIS COURT ORDERS** that the Business in Canada of Maple Bank be wound up by this Court under the provisions of *WURA*.

APPOINTMENT

4. **THIS COURT ORDERS** that KPMG is appointed as liquidator (the "Liquidator") without security, in respect of the winding up of the Business, and of the assets of Maple Bank, as defined in section 618 of the *Bank Act* namely:

- a) any assets of Maple Bank in respect of Maple Bank's Business in Canada, including the assets referred to in subsection 582(1) and section 617 of the Bank Act and assets under its administration; and,
 - b) any other assets in Canada of Maple Bank,
- collectively (the "Assets")

- 5. **THIS COURT ORDERS** that the giving of security by the Liquidator upon its appointment as liquidator be and is hereby dispensed with.
- 6. **THIS COURT ORDERS** that Maple Bank shall cease to carry on its Business in Canada or deal in any way with its Assets, except in so far as is, in the opinion of the Liquidator, required for the beneficial winding-up of its Business in Canada and liquidation of its Assets.

LIQUIDATOR'S POWERS

- 7. **THIS COURT ORDERS** that, in addition to the exercise of the Liquidator's duties under sections 33 and 152 of WURA and the performance of its powers under section 35 of WURA, the Liquidator is hereby expressly empowered and authorized to do any of the following where the Liquidator considers it necessary or desirable:
 - a) take possession of and/or exercise control over the Assets or such part thereof as the Liquidator shall determine, and any and all proceeds, receipts and disbursements arising out of or from the Assets;
 - b) manage, operate and carry on the Business in Canada of Maple Bank so far

as it is necessary to the beneficial winding up of Maple Bank's Business in Canada and the liquidation of the Assets, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the Business, or cease to perform or terminate any contracts of Maple Bank in respect of the Assets or Maple Bank's Business;

- c) receive, preserve, and protect the Assets, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Assets to safeguard them, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- d) market any or all of the Assets, including advertising and soliciting offers in respect of the Assets or any part or parts thereof and negotiating such terms and conditions of sale as the Liquidator in its discretion may deem appropriate;
- e) in respect of the Assets or the Business, initiate, prosecute and continue the prosecution of any and all Proceedings and to defend, to the extent not stayed, all Proceedings now pending or hereafter instituted with respect to Maple Bank, in the Liquidator own name as liquidator or in the name or on behalf of Maple Bank, as the case may be. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such Proceeding;
- f) sell, convey, transfer, lease, assign or otherwise realize upon the Assets or any part or parts thereof, by public auction or private contract, and to

transfer the whole thereof to any Person, or sell them in parcels:

- A. without the approval of this Court in respect of any transaction not exceeding \$250,000 provided that the aggregate consideration for all such transactions does not exceed \$1 million; and
 - B. with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause.
-
- g) apply for any approval and vesting order or other orders necessary to convey the Assets or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Assets;
 - h) execute, assign, issue and endorse documents of whatever nature in the name of and on behalf of Maple Bank in respect of the Assets or Maple Bank's Business, and for that purpose use, when necessary, the seal of Maple Bank;
 - i) file any election (tax or otherwise), objection or registration, and any renewals thereof, and file any notices, as may be necessary or desirable in the opinion of the Liquidator in respect of the Assets or Maple Bank's Business;
 - j) draw, accept, make and endorse any bill of exchange or promissory note in the name of and on behalf of Maple Bank in respect of the Assets or Maple Bank's Business in Canada;

- k) mortgage or otherwise encumber the Assets or any part thereof, or give discharges of mortgages and other securities, partial discharges of mortgages and other securities, and pay property taxes and insurance premiums on mortgages and other securities taken in favor of Maple Bank in respect of the Business;
- l) pay such debts of the Maple Bank (whether incurred prior to or after the date of this Order) as may be necessary or desirable to be paid in order to properly preserve and maintain the Assets or to carry on the Business;
- m) surrender possession of any leased premises occupied by the Maple Bank in respect of its Business in Canada and disclaim any leases entered into by Maple Bank in respect of its Business in Canada on not less than 10 calendar days' prior written notice to the lessor affected thereby;
- n) apply for any permits, licenses, approvals or permissions as may be required by any governmental or regulatory authority in respect of the Assets or the Business;
- o) re-direct Maple Bank's mail in respect of the Business;
- p) settle, extend or compromise any indebtedness or contractual or other obligations or liability owing to or by Maple Bank in respect of the Assets or the Business;
and
- q) do and execute all such other things as are necessary for or incidental to: (i) the winding-up of the Business or the liquidation of the Assets; and (ii) the

exercise by the Liquidator of its powers hereunder or under any further Order of the Court in the within proceedings or the performance by the Liquidator of any statutory obligations to which it is subject.

COOPERATION WITH THE GERMAN INSOLVENCY ADMINISTRATOR

8. **THIS COURT ORDERS** that the Liquidator, in exercise of its powers as enumerated under section 35 of WURA and as set out above:
- (a) shall provide to Dr. Michael C. Frege, as Insolvency Administrator of Maple Bank, as appointed pursuant to the German Insolvency Code (the "German Administrator"), from time to time, such information regarding the Business and Assets of Maple Bank as the German Administrator may reasonably require in order to fulfill his statutory obligations under German law, including, without limitation, information regarding status and location of assets and liabilities, with particulars, including amount, the filing of claims by creditors, valuations and assessments if available, the disposition of Assets and negotiations with counterparties related thereto, the resolution of Liabilities, and reporting for tax and accounting purposes related to the Business and Assets of Maple Bank in Canada;
 - (b) shall, within fourteen (14) days of the date hereof, develop in consultation with the German Administrator an Interim Winding-Up Plan with respect to the administration and liquidation of the Business, Assets and liabilities of Maple Bank in Canada during the first sixty (60) days after the date hereof, and shall

obtain the prior approval of the German Administrator thereto, and shall thereafter act in accordance therewith as amended in accordance with the terms hereof;

- (c) shall, within sixty (60) days of the date hereof, develop, in consultation with the German Administrator, a Final Winding-Up Plan with respect to the administration and liquidation of the Business, Assets and liabilities of Maple Bank in Canada and shall obtain the prior approval of the German Administrator thereto, and shall thereafter act in accordance therewith, as amended in accordance with the terms hereof;
- (d) may, after consultation with, and with the prior approval of, the German Administrator, propose changes to the Interim Wind-Up Plan or the Final Wind-up Plan and the Final Wind-Up Plan shall be amended in accordance with any such changes approved by the German Administrator;
- (e) shall consult with, and obtain the prior approval of, the German Administrator in respect of any proposed disposition of Assets or groups of Assets which, individually or collectively, would, or would reasonably be expected to, result in net proceeds in excess of \$10 million; and
- (f) shall consult with, and obtain the approval of, the German Administrator with respect to, any proposed settlement of a claim or liability relating to the Business or Assets of Maple Bank in Canada in excess of \$10 million, any claims process or any distribution to the creditors of Maple Bank in Canada,

provided that, if the German Administrator declines to provide its approval in respect of

any matters contemplated in (b), (c), (d), (e) or (f) above, the Liquidator may, on five (5) days' notice, apply to this Court for such approval, and the approval of this Court (subject to rights of appeal) shall replace any requirement for the approval of the German Administrator.

9. **THIS COURT ORDERS** that: (a) the Liquidator and the German Administrator shall consult and exchange information in respect of the Assets and Business of Maple Bank in Canada and such assets and business of Maple Bank as may be connected thereto, all as may be required for the effective and efficient administration of Maple Bank in Canada and Maple Bank; (b) the German Administrator shall have the right to apply, if it so elects, to be appointed as an Inspector of the estate of Maple Bank in Canada, or, if formed, a member of any committee of creditors, and to exercise the power and rights ordinarily associated with such an appointment; and (c) the Liquidator and the German Administrator (or their respective designees) shall meet at least once in each week, which meeting may be telephonic or in person to exchange information, discuss and coordinate matters related to the administration of the Business, Assets and liabilities of Maple Bank in Canada and such assets and businesses of Maple Bank as relate thereto.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE LIQUIDATOR

10. **THIS COURT ORDERS** that: (i) Maple Bank; (ii) all of Maple Bank's current and former directors, officers, employees, agents, accountants, actuaries, appointed actuary, legal counsel and shareholders, and all other Persons acting on its instructions or behalf; and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being

"Persons" and each being a "Person") shall forthwith advise the Liquidator of the existence of any Assets in such Person's possession or control, shall grant immediate and continued access to the Assets to the Liquidator, and shall deliver all such Assets to the Liquidator upon the Liquidator's request.

11. **THIS COURT ORDERS** that all Persons shall forthwith advise the Liquidator of the existence of any books, documents, securities, contracts, orders, corporate, actuarial and accounting records, and any other papers, working papers, records and information of any kind related to the Business, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Book and Records") in that Person's possession or control, and shall provide to the Liquidator or permit the Liquidator to make, retain and take away copies thereof and grant to the Liquidator unfettered access to and use of accounting, actuarial, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 10 or in paragraph 11 of this Order shall require the delivery of Books and Records, or the granting of access to Books and Records, which may not be disclosed or provided to the Liquidator due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

12. **THIS COURT ORDERS** that if any Books and Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Books and Records shall forthwith give unfettered access to the Liquidator for the purpose of allowing the Liquidator to recover and fully copy all of the information

contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Liquidator in its discretion deems expedient, and shall not alter, erase or destroy any Books and Records without the prior written consent of the Liquidator. Further, for the purposes of this paragraph, all Persons shall provide the Liquidator with all such assistance in gaining immediate access to the information in the Books and Records as the Liquidator may in its discretion require, including providing the Liquidator with instructions on the use of any computer or other system and providing the Liquidator with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO INTERFERENCE WITH LIQUIDATOR

13. **THIS COURT ORDERS** that, subject to subsection 22.1(1.1) of WURA, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, license or permit in favor of or held by Maple Bank in respect of the Assets or the Business, without written consent of the Liquidator or leave of the Court obtained on not less than seven (7) days' notice to the Liquidator.

CONTINUATION OF SERVICES

14. **THIS COURT ORDERS** that all Persons having oral or written agreements with Maple Bank in respect of the Assets or the Business, or statutory or regulatory mandates for the supply of goods and/or services in respect of the Assets or the Business, including, without limitation, all computer software, hardware, support and data services,

communication services, centralized banking services, payroll services, insurance and reinsurance, transportation services, utility (including the furnishing of oil, gas, heat, electricity, water, telephone service at present telephone numbers used by Maple Bank) or other services to Maple Bank in respect of the Business, are hereby restrained from terminating, accelerating, suspending, modifying or otherwise interfering with such agreements and the supply of such goods and services without the written consent of the Liquidator or leave of this Court, and all such parties shall continue to comply with their obligations under such agreements or otherwise on terms agreed to by the Liquidator in writing; provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Liquidator in accordance with normal payment practices of Maple Bank or such other practices as may be agreed upon by the supplier or service provider and the Liquidator, or as may be ordered by this Court.

PREMISES

15. **THIS COURT ORDERS** that all Persons are hereby restrained from disturbing or interfering with the occupation, possession or use by the Liquidator of any premises occupied or leased by Maple Bank in Canada or in respect of the Business as at the date of this Order, except upon further Order of this Court. From and after the date hereof, and for such period of time that the Liquidator occupies any leased premises, the Liquidator shall pay occupation rent to each lessor based upon the regular monthly base rent that was previously paid by the Maple Bank in respect of the premises so occupied or as may hereafter be negotiated by the

Liquidator and the applicable lessor from time to time.

NO PROCEEDINGS AGAINST THE LIQUIDATOR

16. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Liquidator except with the written consent of the Liquidator or with leave of this Court having been obtained on at least seven (7) days' notice to the Liquidator.

NO PROCEEDINGS AGAINST MAPLE BANK OR THE BUSINESS AND THE ASSETS

17. **THIS COURT ORDERS** that no Proceeding against or in respect of Maple Bank in respect of the Business, or in respect of the Assets shall be commenced or continued except with the written consent of the Liquidator or with leave of this Court having been obtained on at least seven (7) days' notice to the Liquidator, and any and all such Proceedings currently under way are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

18. **THIS COURT ORDERS** that all rights and remedies against Maple Bank in respect of the Business, or against the Liquidator, or affecting the Assets, are hereby stayed and suspended except with the written consent of the Liquidator or leave of this Court obtained on at least seven (7) days' notice to the Liquidator; provided, however, that nothing in this paragraph shall: (i) empower the Liquidator or Maple Bank to carry on any business that Maple Bank is not lawfully entitled to carry on; (ii) exempt the

Liquidator or Maple Bank from compliance with statutory or regulatory provisions relating to health, safety or the environment; (iii) prevent the filing of any registration to preserve or perfect a security interest; or (iv) prevent the registration of a claim for lien.

19. **THIS COURT ORDERS** that, without limiting the foregoing, without the consent of the Liquidator or leave of the Court:

- a) all Claimants (as hereinafter defined) are restrained from exercising any extra judicial remedies against Maple Bank in respect of the Business or the Assets, including the registration or re-registration of any securities owned by Maple Bank, into the name of such persons, firms, corporations or entities or their nominees, the exercise of any voting rights attaching to such securities, the retention of any payments or other distributions made in respect of such securities, the retention of any payments or other distributions made in respect of such securities, any right of distress, repossession, or consolidation of accounts in relation to amounts due or accruing due in respect of or arising from any indebtedness or obligation of Maple Bank in respect of the Business as of the date hereof;
- b) all Persons be and they are hereby restrained from terminating, canceling or otherwise withdrawing any licenses, permits, approvals or consents with respect to or in connection with Maple Bank in respect of the Assets or the Business, as they were on the date hereof;
- c) Any and all Proceedings taken or that may be taken by any person, firm, corporation or entity including without limitation any of the creditors of Maple

Bank, suppliers, contracting parties, depositors, lessors, tenants, co-venturers or partners (herein "Claimants") against or in respect of Maple Bank in respect of the Assets or the Business shall be stayed and suspended;

- d) the right of any Claimant to make demands for payment on or in respect of any guarantee or similar obligation or to make demand or draw down under any orders of credit, bonds or instruments of similar effect, issued by or on behalf of Maple Bank in respect of the Assets or the Business, to take possession of, to foreclose upon or to otherwise deal with any Assets, or to continue any actions or proceedings in respect of the foregoing, is hereby restrained; and
- e) the right of any Claimant to assert, enforce or exercise any right (including, without limitation, any right of dilution, buy-out, divestiture, forced sale, acceleration, termination, suspension, modification or cancellation or right to revoke any qualification or registration), option or remedy available to it including a right, option or remedy arising under or in respect of any agreement in respect of the Assets or the Business is hereby restrained.

LIQUIDATOR'S ACCOUNTS

- 20. **THIS COURT ORDERS** that the Liquidator and counsel to the Liquidator shall be paid their reasonable fees and disbursements, incurred both before and after the making of this Order.
- 21. **THIS COURT ORDERS** that the Liquidator and its legal counsel shall pass its

accounts from time to time, and for this purpose the accounts of the Liquidator and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

22. **THIS COURT ORDERS** that prior to the passing of its accounts, the Liquidator shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, and such amounts shall constitute advances its remuneration and disbursements, when and as approved by the Court.

CASH MANAGEMENT AND PAYMENTS

23. **THIS COURT ORDERS** that the Liquidator may deposit all moneys belonging to the Business received by or on behalf of the Liquidator and its agents to and use the bank accounts currently in the name of Maple Bank and may, at its discretion, open accounts in the name of the Liquidator.

EMPLOYEES

24. **THIS COURT ORDERS** that the employment of each of the employees of the Maple Bank in Canada with respect to the Business is hereby and deemed to be terminated as of the date of this Order. The Liquidator shall be entitled to pay all accrued and unpaid wages and vacation pay of each of such employees, including any remittances relating thereto.
25. **THIS COURT ORDERS** that the Liquidator may retain such employees of Maple Bank in respect of the Business as the Liquidator deems necessary or desirable

to assist the Liquidator in fulfilling the Liquidator's duties on such terms as may be approved by this Court and all reasonable and proper expenses that the Liquidator may incur in so doing shall be costs of liquidation of the Business and Assets. The Liquidator shall not be liable for any employee-related liabilities, including any successor employer liabilities, other than such amounts as the Liquidator may specifically agree in writing to pay.

26. **THIS COURT ORDERS** that the Liquidator may retain, employ or engage such actuaries, accountants, financial advisors, investment dealers, solicitors, attorneys, valuers or other expert or professional persons as the Liquidator deems necessary or desirable to assist the Liquidator in fulfilling the Liquidator's duties, and all reasonable and proper expenses that the Liquidator may incur in so doing shall be costs of liquidation of the Assets of Maple Bank.

PRIVACY MATTERS

27. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Liquidator shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Assets and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Assets (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Liquidator, or in the alternative destroy all

such information. The purchaser of any Assets shall be entitled to continue to use the personal information provided to it, and related to the Assets purchased, in a manner which is in all material respects identical to the prior use of such information by Maple Bank, and shall return all other personal information to the Liquidator, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

28. **THIS COURT ORDERS** that nothing herein contained shall require the Liquidator to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Assets that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Liquidator from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Liquidator shall not, as a result of this Order or anything done in pursuance of the Liquidator's duties and powers under this Order, be deemed to be in Possession of any of the Assets within the meaning of any Environmental Legislation, unless it is actually in

possession.

LIMITATION ON THE LIQUIDATOR'S LIABILITY

29. **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Liquidator under *WURA* or as an officer of this Court, the Liquidator shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or willful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Liquidator by the *WURA* or any applicable legislation.
30. **THIS COURT ORDERS** that the Liquidator may act on the advice or information obtained from any actuary, accountant, financial advisor, investment dealer, solicitor, attorney, valuer or other expert or professional person, and the Liquidator shall not be responsible for any loss, depreciation or damage occasioned by acting in good faith in reliance thereon.

CALL FOR CLAIMS

31. **THIS COURT ORDERS** that the Liquidator shall not be obligated to call for claims or otherwise implement a claims process until a further Order of this Court to this effect is issued.

SERVICE AND NOTICE

- f) **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol

(which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL 'www.kpmg.com/ca/maplebank'.

- g) **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Liquidator is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to Maple Bank's creditors or other interested parties at their respective addresses as last shown on the records of Maple Bank and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

32. **THIS COURT ORDERS AND DIRECTS** that the Liquidator shall publish notice of the Winding-Up Order in respect of the Business and Assets for two (2) consecutive days within five (5) business days of the making of this Order in The Globe and Mail,

National Edition, and shall also send written notice to every depositor, creditor and employee of Maple Bank in respect of the Business within seven (7) business days of making of this Order to the last known mailing address as provided for in the records of Maple Bank.

RECOGNITION

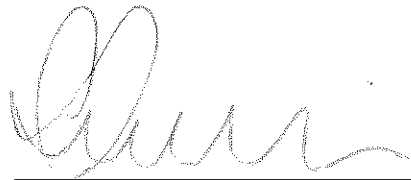
33. **THIS COURT ORDERS** that this Order and any other orders in these proceedings shall have full force and effect in all Provinces and Territories in Canada.
34. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, the Republic of Germany, including the Amtsgericht Frankfurt am Main [Insolvency Court] 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, to grant representative status to the Liquidator in any foreign proceeding, or to assist the Liquidator and their respective agents in carrying out the terms of this Order.
35. **THIS COURT HEREBY REQUESTS** the aid and assistance of the German Administrator to assist the Liquidator and its agents in carrying out the terms of this Order
36. **THIS COURT ORDERS** that the Liquidator be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body,

wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Liquidator is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

37. **THIS COURT ORDERS** that the Attorney General of Canada shall be entitled to the costs of this application, up to and including entry and service of this Order, on a substantial indemnity basis to be paid by the Liquidator from the Business and Assets as costs properly incurred in the winding-up of the Business and Assets.

ADVICE AND DIRECTIONS

38. **THIS COURT ORDERS** that Liquidator may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
39. **THIS COURT ORDERS** that interested parties may apply to the Court for advice and directions on at least seven (7) days notice to the Liquidator and to any other party likely to be affected by the Order sought or upon such other notice, if any, as this Court may order.



**C. Irwin
Registrar**

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

FEB 16 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

Court File No. CV-16-11290-0001

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

WINDING-UP ORDER

John J. Lucki
Department of Justice
Ontario Regional Office The Exchange Tower
130 King Street West
Suite 3400, Box 36
Toronto, Ontario M5X 1K6
Tel: (416) 973-5402
Fax: (416) 973-2319
Law Society No.
Solicitor for the Applicant,
The Attorney General of Canada

TAB 2B

2. approving the actions and activities of the Liquidator as set out in the Fifth Report of the Liquidator (the “**Fifth Report**”) and the Confidential Supplement to the Fifth Report (the “**Confidential Supplement**”);
3. approving the following sale transactions (the “**Proposed Transactions**”) as contemplated by the sale agreements listed below (each a “**Sale Agreement**”) and vesting Maple Bank’s right, title and interest in and to the assets described in the applicable Sale Agreement, in the respective purchasers listed below (each a “**Purchaser**”) pursuant to the terms of this Order:
 - (a) the sale of *inter alia* certain receivable backed notes in connection with the Federal Immigrant Investor Program, more particularly described in the Fifth Report (collectively, the “**KEB Assets**”) to KEB Hana Bank Canada (“**KEB**”) pursuant to an agreement of purchase and sale between the Liquidator and KEB dated July 21, 2016 (the “**KEB Sale Agreement**”) an unredacted copy of which is appended as Schedule “**A**” to the Confidential Supplement (the “**KEB Transaction**”);
 - (b) the sale of *inter alia* certain receivable backed notes in connection with the Federal Immigrant Investor Program, more particularly described in the Fifth Report (collectively, the “**ICICI Assets**”) to ICICI Bank Canada (“**ICICI**”) pursuant to an agreement of purchase and sale between the Liquidator and ICICI dated July 21, 2016 (the “**ICICI Sale Agreement**”) an unredacted copy of which is appended as Schedule “**B**” to the Confidential Supplement (the “**ICICI Transaction**”);
 - (c) the sale of *inter alia* certain receivable backed notes in connection with the Quebec Immigrant Investor Program, more particularly described in the Fifth Report (collectively, the “**CIBC Assets**”) to Canadian Imperial Bank of Commerce (“**CIBC**”) pursuant to an agreement of purchase and sale between the Liquidator and CIBC dated July 22, 2016 (the “**CIBC Sale Agreement**”) an unredacted copy of which is appended as Schedule “**C**” to the Confidential Supplement (the “**CIBC Transaction**”);
4. authorizing and directing the Liquidator to take such additional steps and execute such additional documents including without limitation any assignment and assumption agreement(s) as may be necessary or desirable for the completion of the KEB Transaction, the ICICI Transaction and the CIBC Transaction and for the conveyance of the KEB Assets, the ICICI Assets and the CIBC Assets to KEB, ICICI and CIBC, respectively; and

5. sealing the Confidential Supplement pending further order of this Court, or the filing of the Liquidator's Certificates (described further below) in respect of each of the Proposed Transactions; and
6. such further and other relief as counsel may advise and this Court may permit,

was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Fifth Report and on hearing the submissions of counsel for the Liquidator, the German Insolvency Administrator (the "GIA"), ~~KEB~~, ICICI and ~~CIBC~~ no one appearing for any other person on the service list, although properly served as appears from the affidavit of Frances Dunne sworn July 22, 2016 filed, and on being that advised by counsel to the GIA that the GIA consents to the Proposed Transactions:

Approval of Activities

1. **THIS COURT ORDERS**, that the time for service of the Notice of Motion and the Motion Record is validated so that the Motion is properly returnable today and hereby dispenses with further service thereof, including without limitation, any prescribed notice requirements under the *Winding-Up and Restructuring Act*.
2. **THIS COURT ORDERS** that the activities of the Liquidator, as set out in the Fifth Report, are hereby approved.

Sale and Approval

3. **THIS COURT ORDERS AND DECLARES** that (i) the Proposed Transactions are hereby approved, and (ii) 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 KEB Transaction, the ICICI Transaction and the CIBC Transaction, and for the conveyance of the KEB Assets, the ICICI Assets and the CIBC Assets to KEB, ICICI and CIBC, respectively.
- 4A. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Liquidator's certificate substantially in the form attached as Schedule "A" hereto (the "**Liquidator's Certificate**") to KEB all of Maple Bank's right, title and interest (including any right, title or interest held by the GIA) in and to the KEB Assets shall vest absolutely in KEB 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 "**KEB 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 "**KEB Encumbrances**") and, for greater certainty, this Court orders that all of the KEB Encumbrances affecting or relating to the KEB Assets are hereby expunged and discharged as against the KEB Assets.

4B. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Liquidator's Certificate substantially in the form attached as Schedule "A" hereto to ICICI all of Maple Bank's right, title and interest (including any right, title or interest held by the GIA) in and to the ICICI Assets shall vest absolutely in ICICI 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 "**ICICI 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 "**ICICI Encumbrances**") and, for greater certainty, this Court orders that all of the ICICI Encumbrances affecting or relating to the ICICI Assets are hereby expunged and discharged as against the ICICI Assets.

4C. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Liquidator's Certificate substantially in the form attached as Schedule "A" hereto to CIBC all of Maple Bank's right, title and interest (including any right, title or interest held by the GIA) in and to the CIBC Assets shall vest absolutely in CIBC 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 "**CIBC 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 "CIBC Encumbrances") and, for greater certainty, this Court orders that all of the CIBC Encumbrances affecting or relating to the CIBC Assets are hereby expunged and discharged as against the CIBC Assets.

5. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of the KEB Claims, the ICICI Claims and the CIBC Claims, the net proceeds from the sale of the KEB Assets, the ICICI Assets and the CIBC Assets shall stand in the place and stead of the KEB Assets, the ICICI Assets and the CIBC Assets, respectively, and that from and after the delivery of the applicable Liquidator's Certificate in respect of the KEB Transaction, the ICICI Transaction and the CIBC Transaction the KEB Claims, the ICICI Claims, the CIBC Claims and the KEB Encumbrances, ICICI Encumbrances and the CIBC Encumbrances as applicable shall attach to the net proceeds from the sale of the KEB Assets, the ICICI Assets and the CIBC Assets, as the case may be, with the same priority as they had with respect to the KEB Assets, the ICICI Assets and the CIBC Assets immediately prior to the sale, as if the KEB Assets, the ICICI Assets and the CIBC 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.

6. **THIS COURT ORDERS AND DIRECTS** the Liquidator to file with the Court a Liquidator's Certificate, forthwith after delivery thereof by the Liquidator in respect of each of the KEB Transaction, the ICICI Transaction and the CIBC Transaction.

7. **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 each of KEB, ICICI and CIBC all personal information of identifiable individuals in Maple Bank's records pertaining to, as the case may be, the KEB Assets, the ICICI Assets and the CIBC Assets including personal information relating to individual investors in respect of notes included in the KEB Assets, the ICICI Assets and the CIBC Assets. Each 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 and shall return all other personal information to the Liquidator, or ensure that all other personal information is destroyed.

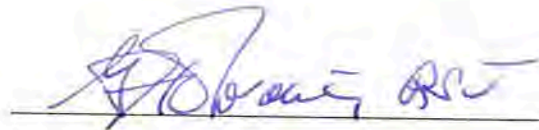
8. **THIS COURT ORDERS** that, notwithstanding the pendency of these proceedings, the vesting of the KEB Assets, the ICICI Assets and the CIBC Assets in KEB, ICICI and CIBC, respectively, pursuant to this Order shall not be void or voidable by creditors of Maple Bank, nor shall it constitute nor be deemed 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.

Sealing

9. **THIS COURT ORDERS** that the Confidential Supplement is hereby sealed and shall not form part of the public record until such time as the Liquidator's Certificates have been filed with the Court in respect of each of the KEB Transaction, the ICICI Transaction and the CIBC Transaction or on further order of this Court.


General

10. **THIS COURT ORDERS AND REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, the Republic of Germany, including the assistance of the Amtsgericht Frankfurt am Main [Insolvency Court] 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 or administrative bodies are hereby respectfully requested to make such orders and to provide 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, to grant representative status to the Liquidator in any foreign proceeding, or to assist the Liquidator and their respective agents in carrying out the terms of this Order.



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

JUL 27 2016

PER / PAR: 

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. B. 46, AS AMENDED

BETWEEN:

ATTORNEY GENERAL OF CANADA

Applicant

- and -

MAPLE BANK GmbH

Respondent

**LIQUIDATOR’S CERTIFICATE
[Name of Transaction]**

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 related 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 July 27, 2016 (the "**Approval and Vesting Order**"), the Court approved the following sale transactions as contemplated by the sale agreements listed below to the respective purchasers listed below;

- i. the sale of *inter alia* certain receivable backed notes in connection with the Federal Immigrant Investor Program (collectively, the “**KEB Assets**”), more particularly described in the Fifth Report, to KEB Hana Bank Canada (“**KEB**”) pursuant to an agreement of purchase and sale between the Liquidator and KEB dated July 21, 2016 (the “**KEB Sale Agreement**”) an unredacted copy of which is appended as Schedule “**A**” to the Confidential Supplement;
- ii. the sale of *inter alia* certain receivable backed notes in connection with the Federal Immigrant Investor Program (collectively the “**ICICI Assets**”), more particularly described in the Fifth Report, to ICICI Bank Canada (“**ICICI**”) pursuant to an agreement of purchase and sale between the Liquidator and ICICI dated July 21, 2016 (the “**ICICI Sale Agreement**”) an unredacted copy of which is appended as Schedule “**B**” to the Confidential Supplement;
- iii. the sale of *inter alia* certain receivable backed notes in connection with the Quebec Immigrant Investor Program (collectively, the “**CIBC Assets**”), more particularly described in the Fifth Report of the Liquidator (the “**Fifth Report**”), to Canadian Imperial Bank of Commerce (“**CIBC**”) pursuant to an agreement of purchase and sale between the Liquidator and CIBC dated July 22, 2016 (the “**CIBC Sale Agreement**”) an unredacted copy of which is appended as Schedule “**C**” to the Confidential Supplement to the Fifth Report (the “**Confidential Supplement**”);

and provided for the vesting in;

- i. KEB of Maple Bank’s right, title and interest in and to the KEB Assets pursuant to the terms of the KEB Sale Agreement which vesting is to be effective with respect to the KEB Assets, upon the delivery by the Liquidator to KEB a certificate confirming: (i) the payment by KEB of the Purchase Price for the KEB Assets; (ii) that the conditions to Closing as set out in the KEB Sale Agreement have been satisfied or waived by the Liquidator and KEB; and (iii) the transaction has been completed to the satisfaction of the Liquidator;
- ii. ICICI of Maple Bank’s right, title and interest in and to the ICICI Assets pursuant to the terms of the ICICI Sale Agreement which vesting is to be effective with respect to the ICICI Assets, upon the delivery by the Liquidator to ICICI a certificate confirming: (i) the payment by ICICI of the Purchase Price for the ICICI Assets; (ii) that the conditions to Closing as set out in the ICICI Sale Agreement have been satisfied or waived by the Liquidator and ICICI; and (iii) the transaction has been completed to the satisfaction of the Liquidator;

iii. CIBC of Maple Bank's right, title and interest in and to the CIBC Assets pursuant to the terms of the CIBC Sale Agreement which vesting is to be effective with respect to the CIBC Assets, upon the delivery by the Liquidator to CIBC a certificate confirming: (i) the payment by CIBC of the Purchase Price for the CIBC Assets; (ii) that the conditions to Closing as set out in the CIBC Sale Agreement have been satisfied or waived by the Liquidator and CIBC; 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 [NAME OF SALE AGREEMENT].

THE LIQUIDATOR CERTIFIES the following:

1. The [NAME OF PURCHASER] has paid and the Liquidator has received the Purchase Price for the applicable Purchased Assets payable on the closing date pursuant to the [NAME OF SALE AGREEMENT].
2. The conditions to Closing as set out in Article [NUMBER OF ARTICLE] of the [NAME OF SALE AGREEMENT] have been satisfied or waived by the Liquidator and the [NAME OF PURCHASER]; and
3. The Sale Transaction has been completed to the satisfaction of the Liquidator.
4. This Certificate was delivered by the Liquidator at _____ [TIME] on _____ [DATE].

KPMG in its capacity as the liquidator (the "**Liquidator**") in respect of the winding -up of the business in Canada of Maple Bank GmbH and its related assets as defined under section 618 of the *Bank Act*.

Per: _____

Name:

Title:

Schedule B

Name of Debtor: Maple Bank GmbH

As of: July 19, 2016

Ontario PPSA Registrations

SECURED PARTY	FILE NO./ REGISTRATION NO./ REGISTRATION PERIOD	COLLATERAL CLASSIFICATION/DESCRIPTION	FINANCING CHANGE STATEMENTS
1. Maple Trust Company	888740613 20021030 1124 1590 6773 5 years	Accounts, Other	20060330 1439 1590 4212 Renewal: 99 years
2. The Bank of Nova Scotia	623817576 20060330 1407 1590 4200 99 years	Accounts, Other	
3. BMO Nesbitt Burns Inc.	679448196 20120625 1701 1532 2776 25 years	Accounts, Other GCD: Collateral pledged under the Securities Loan Agreement dated November 6th, 2007, as it may be amended, supplemented, restated or replaced from time to time.	20120627 1445 1530 4477 Amendment Amend debtor's address from 79 Wellington West, Suite 3500, Toronto, ON M5K 1K7 to 79 Wellington Street West, Suite 3500, Toronto, ON M5K 1K7

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
(JULY 27, 2016)

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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 related
assets.

TAB 2C

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE REGIONAL)
SENIOR JUSTICE MORAWETZ)
)

TUESDAY, THE 5th

DAY OF APRIL, 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

ORDER

THIS MOTION made by KPMG Inc. (the "**Liquidator**"), in its capacity as the Court-appointed 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* (the “Assets”) was heard this day at Toronto, Ontario.

ON READING the Notice of Motion and Second Report of the Liquidator dated March 30, 2016 (the “Second Report”), and on hearing submissions of counsel for each of the Liquidator, the German Insolvency Administrator, Canada Housing and Mortgage Corporation (“CMHC”), and such other parties as may be in attendance.

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Second Report is hereby abridged and validated so that this Motion is properly returnable today and dispenses with further service thereof.

SECOND REPORT AND MARKETING PROCESS

2. **THIS COURT ORDERS** that the activities of the Liquidator as set out in the Second Report be and are hereby approved.
3. **THIS COURT ORDERS** that the marketing process, as more particularly described in the Second Report and appended as Schedule “A” hereto (the “Marketing Process”) is hereby approved.
4. **THIS COURT ORDERS** that the Liquidator be and is hereby authorized and directed to perform its obligations under the Marketing Process, and to take such further steps as the Liquidator considers necessary or desirable in carrying out the Marketing Process, and that any steps taken by the Liquidator in connection with the Marketing Process prior to the date hereof be and are hereby approved and ratified.
5. **THIS COURT ORDERS** that the Liquidator’s Statement of Receipts and Disbursements for the period February 16, 2016 to March 11, 2016 is approved.
6. **THIS COURT ORDERS** that the Memorandum of Understanding dated March 16, 2016 entered into between the Liquidator and CMHC (the “MOU”) is hereby approved.

7. **THIS COURT ORDERS** that, subject to the rights of CMHC as set out in the MOU, nothing contained in this Order, or the Marketing Process shall in any way amend, change, or derogate from the requirements imposed on the Liquidator to consult with, and obtain the approval of, the German Administrator as provided for in paragraph 8 of the Winding-Up Order dated February 16, 2016.



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ON / BOOK NO:
LE / DANS LE REGISTRE NO:

APR 05 2016

PER / PAR: 

SCHEDULE "A"

**MARKETING PROCESS TO IDENTIFY A SUCCESSOR ISSUER OF MAPLE BANK
GMBH, TORONTO BRANCH, UNDER THE NHA MBS PROGRAM AND THE SALE
OF THE MAPLE BANK GMBH ASSETS**

INTRODUCTION

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*. 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”). Maple Bank was an approved issuer under the *National Housing Act* Mortgage-Backed Securities Program (the “NHA MBS Program”) as administered by Canada Mortgage and Housing Corporation (“CMHC”).
2. CMHC is a federal Crown corporation that provides housing loan related insurance and guarantees, enabling eligible lenders to provide financing for both homeowner and rental housing. CMHC Insurance Programs and CMHC Securitization Programs contribute to a stable housing finance system by helping eligible lenders access an adequate supply of funds for housing loans. CMHC is an agent of Her Majesty the Queen in right of Canada, and as such its obligations are those of the federal Government of Canada and a charge on the Consolidated Revenue Fund.
3. Under the NHA MBS Program, lenders, if approved, upon application to CMHC (the “Approved Issuer”), may issue mortgage-backed securities (“NHA MBS”) fully guaranteed by CMHC as to timely payment of principal and interest. In connection with each permitted issuance of NHA MBS, Approved Issuers agree to transfer all legal and beneficial title to a pool of mortgages to CMHC to be held, in trust, for investors in NHA MBS and for CMHC, as guarantor, subject to the terms and conditions set out in the NHA MBS Program Guide published by CMHC (the “NHA MBS Guide”).
4. On February 6, 2016, BaFin issued an order of moratorium on Maple Bank’s business activities by reason of imminent over-indebtedness. On February 9, 2016, CMHC: (i) issued a notice of default to Maple Bank as issuer under the NHA MBS Program; (ii) suspended Maple Bank as an issuer under the NHA MBS Program; (iii) directed Bank of Montreal (“BMO”) to immediately transfer the entire balance in the P&I Custodial/Trust Account with BMO to the NHA MBS Central Payor and Transfer Agent account of Computershare Trust Company of Canada (“Computershare”); (iv) directed Computershare to establish a Custodial/Trust Account (the “Computershare Account”) for revenues related to the mortgages underlying the NHA MBS issued by Maple Bank and to withdraw amounts from the Computershare Account as needed to pay amounts due to holders of NHA MBS issued by Maple Bank; and (v) directed the servicers to Maple Bank’s MBS business to pay to the Computershare Account, all amounts that would otherwise have been paid to the P&I Custodial/Trust Account with BMO and advised the servicers that the servicing arrangements are subject to the NHA MBS Guide.
5. 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.

6. 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 of Maple Bank (the "Business") be wound up and that its assets, as defined under section 618 of the *Bank Act* (the "Assets") be liquidated; and, (b) appointing KPMG Inc. ("KPMG") as the liquidator (the "Liquidator") of the estate of Maple Bank, Canada Branch under section 23 of WURA.
7. Upon Maple Bank's default, pursuant to Chapter 13 of the NHA MBS Guide, CMHC may, *inter alia*, in its sole and absolute discretion, approve a successor issuer to Maple Bank (the "Successor Issuer"), which will take on the rights and responsibilities of Maple Bank for the NHA MBS pools from that point forward.
8. In furtherance of the marketing process, more particularly described in the following sections (the "Marketing Process"), the Liquidator and CMHC have agreed, pursuant to the terms of a Memorandum of Understanding dated March 16, 2016 (the "MOU"), to: (i) exchange information; (ii) consult and cooperate in connection with the Marketing Process to be undertaken by the Liquidator to find: (a) the Successor Issuer (acceptable to CMHC) under the NHA MBS Program for the mortgage pools in relation to NHA MBS issued by Maple Bank; and, (b) a purchaser for Maple Bank's Assets, which may also be attractive to the Successor Issuer, including its inventory of CMHC insured mortgages that have not yet been pooled, NHA MBS mortgage pools that Maple Bank owns as an investor and its mortgage aggregation processes, policies and business (collectively, the "Maple Assets").
9. The purpose of this Marketing Process is to seek LOIs and Offers (each as defined below) and to implement an Accepted Successor Issuer Offer (as defined below) and one or more Accepted Sale Offers (as defined below), the whole as more fully detailed below.
10. Capitalized terms used in this Marketing Process shall have the meanings given to them herein.

Marketing Process Order

11. Pursuant to an Order dated April 5, 2016, the Court approved: (a) the Marketing Process (the "Marketing Process Order"); (b) that the Liquidator implement and carry out the terms of this Marketing Process in accordance with the terms of the MOU; and, (c) the solicitation process pursuant to which the Liquidator and CMHC will solicit offers for: (i) the Successor Issuer, and/or (ii) the sale of the Maple Assets, in accordance with the terms of the Marketing Process.
12. This Marketing Process shall govern the solicitation by the Liquidator for LOIs and Offers for the Successor Issuer and/or the Maple Assets and the selection by CMHC of the Successor Issuer.

Selection of a Successor Issuer

13. Pursuant to the Marketing Process Order, the Liquidator will be responsible for implementation of the Marketing Process. Nothing in this Marketing Process is intended to limit the exclusive right of CMHC to select the Successor Issuer. Accordingly, CMHC, in consultation with the Liquidator, shall retain its authority to select the Successor Issuer and in furtherance of this objective the Liquidator and CMHC will cooperate and consult during the Marketing Process with the objective of selecting the Successor Issuer, acceptable to CMHC, and a purchaser for the Maple Assets.
14. In the event that there is disagreement or clarification required as to the interpretation or application of this Marketing Process, as between the Liquidator and CMHC, the applicable provisions of the MOU shall govern.

Selection of the Successor Issuer and/or Sale Proposal for the Maple Assets

15. A Prospective Offeror (as defined below) may, at the option of such Prospective Offeror, submit an LOI, or an Offer for one or more of the following:
 - (a) An offer to be selected as the Successor Issuer for some or all of the NHA MBS business of Maple Bank, as acceptable to CMHC (a "Successor Issuer Offer"); and/or
 - (b) The purchase of all, or substantially all, or any portion of the Maple Assets (the "Sale Proposal"). For greater certainty, the Sale Proposal shall not include an offer to auction or liquidate any of the Maple Assets.

(and collectively, the Successor Issuer Offer and the Sale Proposal, the "Offers")

Selection of the Successor Issuer

16. With respect to a Successor Issuer Offer, CMHC shall have the sole and exclusive right to select the Successor Issuer.

Maple Assets Subject to Sale

17. With respect to a Sale Proposal, the assets available to be sold include all, or substantially all, of the Maple Assets, as more particularly described in Schedule "A" hereto. Interested parties will need to indicate whether, or not they are seeking to become the Successor Issuer, and if so, whether their offer is partially, or fully conditional on being selected as the Successor Issuer Offer.
18. Notwithstanding anything else contained in this Marketing Process, at any time after entry of the Marketing Process Order, the Liquidator, in the exercise of its reasonable business judgment and in accordance with the applicable provisions of the MOU, after consulting with CMHC, and upon notice to any Prospective Offeror, if any, may, from time to time, withdraw any Maple Assets from this Marketing Process.

As is, where is

19. Any sale of the Maple Assets shall be on an “as is, where is” basis and without representations, warranties, covenants or indemnities of any kind, nature, or description by the Liquidator, or any of its respective agents, directors, officers, employees, professionals, advisors, or otherwise, except to the extent set forth in the executed definitive sale agreement(s) with the Accepted Sale Offeror(s) (as defined below) and any orders of the Court.

Free of Any And All Claims and Interests

20. All of the rights, title and interests of Maple Bank in and to any or all of the Maple Assets to be acquired under a Sale Proposal, may be sold free and clear of all security, charges, pledges, liens, encumbrances, claims or other restrictions thereon and there against including, for greater certainty, any charges or encumbrances created by the Winding-Up Order, subsequent orders of the Court in the Winding-Up proceedings, or as provided for under WURA (collectively, the “Encumbrances”), except for those liens and encumbrances expressly to be assumed by the Accepted Sale Offeror(s) and permitted pursuant to an Approval and Vesting Order(s) in a form satisfactory to the Accepted Sale Offeror(s), the Liquidator, and as may be granted by the Court. The Encumbrances shall attach to the net proceeds of the sale of the Maple Assets subject to such Encumbrances, without prejudice to any claims or causes of action regarding priority, validity or enforceability thereof.

Solicitation

21. As soon as reasonably practicable, the Liquidator will prepare, in consultation with CMHC: (a) a list of potential offerors who may be interested in submitting a Successor Issuer Offer and/or a Sale Proposal (collectively, the “Prospect List”), including both existing CMHC approved issuers (the “Approved Issuers”) and non-CMHC approved issuers (the “Non-Approved Issuers”) who, in the Liquidator’s judgment, (after consultation with CMHC), may have a reasonable prospect of becoming the Successor Issuer and/or concluding a transaction in respect of a Sale Proposal; (b) an initial offering summary (the “Teaser Letter”) to notify each party on the Prospect List of the solicitation process under this Marketing Process and to invite each potential offeror to submit an LOI in respect of a Successor Issuer Offer and/or a Sale Proposal and; (c) a form of confidentiality agreement, which shall include an agreement to be bound by the provisions of this Marketing Process (the “Confidentiality Agreement”).
22. As soon as reasonably practicable, but in any event no later than April 13, 2016 (the “Phase 1 Commencement Date”), the Liquidator shall send the Teaser Letter, a copy of the Marketing Process Order, and the form of Confidentiality Agreement to those persons on the Prospect List and, as soon as reasonably practicable thereafter, after consulting with CMHC, to any other person who expresses an interest in this Marketing Process and who requests a copy of the Teaser Letter, or who is identified to the Liquidator or CMHC as a potential offeror.

MARKETING PROCESS- PHASE 1

23. For a period of twenty-four (24) calendar days following the Phase 1 Commencement Date, or for such longer period as agreed to by the Liquidator and CMHC ("Phase 1"), the Liquidator, after consulting with CMHC, will solicit non-binding indications of interest in the form of non-binding letters of intent (each an "LOI") from each potential offeror on the Prospect List, as well as any other interested party who has communicated an interest to either the Liquidator or CMHC in respect of submitting a Successor Issuer Offer or a Sale Proposal (collectively, a "Prospective Offeror").
24. Prospective Offerors that execute and deliver to the Liquidator, the Confidentiality Agreement, shall receive a detailed confidential information memorandum prepared by the Liquidator, in consultation with CMHC, describing the opportunity to complete a transaction to become the Successor Issuer and/or effect a Sale Proposal. Such parties shall also receive access to an electronic due diligence database (the "Due Diligence Access"). The Due Diligence Access for each party shall terminate: (a) upon the Phase 1 LOI Deadline (as defined below) in the event that such party fails to deliver an LOI in accordance with the instructions contained in the "Phase 1 Timing" section below; (b) in the event that such party does not progress to Phase 2 (as defined below).
25. The Liquidator will designate a representative to coordinate all reasonable requests for Due Diligence Access for all parties eligible to receive such access in accordance with this section. The Liquidator and CMHC are not responsible for, and will bear no liability with respect to, any information obtained by any party in connection with the NHA MBS Program, the Business or the Maple Assets, and do not make any representations or warranties as to the information or materials provided.
26. In respect of information requests, or any other matters concerning the Successor Issuer Offer and/or a Sale Proposal, Prospective Offerors must communicate with KPMG, and to the extent that such requests relate to the NHA MBS Program, with CMHC, or with such other individual or individuals, as KPMG and CMHC may authorize in writing. Without the prior written consent of the Liquidator, no Prospective Offeror, or representatives of a Prospective Offeror, may initiate or cause to be initiated or maintain any communication with any officer, director, agent, employee, affiliate, creditor, customer or supplier of Maple Bank concerning the NHA MBS business, the Business, the Maple Assets, operations, prospects or finances, or any matters relating to a Successor Issuer Offer and/or a Sale Proposal. For greater certainty, the restrictions set out in paragraph 26 herein shall not apply to CMHC, who shall be at liberty to communicate with any officer, director, agent, employee, affiliate, creditor, shareholder, customer or supplier of Maple Bank concerning the NHA MBS business, the Business, the Maple Assets, operations, prospects or finances, or any matters relating to a Successor Issuer Offer.

Phase 1 Timing

27. Prospective Offerors that wish to pursue a Successor Issuer Offer and/or a Sale Proposal must deliver a non-binding LOI in writing, via email or by personal delivery to the Liquidator and CMHC in respect of a Successor Issuer Offer, and to the Liquidator only in respect of a Sale Proposal, so that they are actually received by no later than 5:00 PM

(Toronto time) on or before May 4, 2016, or such later date as determined by CMHC, in consultation with the Liquidator, with regard to a Successor Issuer Offer, and by the Liquidator with regard to a Sale Proposal (the "Phase 1 LOI Deadline").

28. All Successor Issuer Offers should be delivered to:

Canada Mortgage and Housing Corporation
700 Montreal Road, C2-214
Ottawa, Ontario
K1A 0P7

Attention: Reem Hindieh and Karen Bailey
Email: rhindieh@cmhc-schl.gc.ca; kbailey@cmhc-schl.gc.ca

With a copy to counsel to CMHC:

Borden Ladner Gervais LLP
Scotia Plaza
40 King St. W.
Toronto, ON M5H 3Y4

Attention: Rosalind Morrow, Marc Duchesne and Roger Jaipargas
Email: rmorrow@blg.com; mduchesne@blg.com; rjaipargas@blg.com

With a copy to the Liquidator:

KPMG Inc.
Bay Adelaide Centre
333 Bay Street, Suite 4600
Toronto, ON M5H 2S5

Attention: Philip J. Reynolds, Nick Brearton and Ryan Adlington
Email: pjreynolds@kpmg.ca; nbrearton@kpmg.ca; radlington@kpmg.ca

With a copy to counsel to the Liquidator:

Gowling WLG
1 First Canadian Place,
100 King St. W., Suite 1600
Toronto, ON M5J 2T3

Attention: Alex MacFarlane and Lilly Wong
Email: alex.macfarlane@gowlingwlg.com; lilly.wong@gowlingwlg.com

29. All Sale Proposal Offers should be delivered to:

KPMG Inc.
Bay Adelaide Centre
333 Bay Street, Suite 4600
Toronto, ON M5H 2S5

Attention: Philip J. Reynolds, Nick Brearton and Ryan Adlington
Email: pjreynolds@kpmg.ca; nbrearton@kpmg.ca; radlington@kpmg.ca

With a copy to counsel to the Liquidator:

Gowling WLG
1 First Canadian Place,
100 King St. W., Suite 1600
Toronto, ON M5J 2T3

Attention: Alex MacFarlane and Lilly Wong
Email: alex.macfarlane@gowlingwlg.com; lilly.wong@gowlingwlg.com

Non-Binding Letters of Intent Requirements

30. An LOI will be considered a qualified LOI (a "Qualified LOI") only if it:
- (a) is submitted on or before the Phase 1 LOI Deadline;
 - (b) contains an executed Confidentiality Agreement (if not already delivered);
 - (c) indicates whether the LOI involves a Successor Issuer Offer and/or a Sale Proposal;
 - (d) identifies the Prospective Offeror and representatives thereof who are authorized to appear and act on behalf of the Prospective Offeror for all purposes regarding the contemplated transaction, and it must fully disclose the identity of each entity that will be sponsoring, participating in, or benefiting from the transaction contemplated by the LOI, and the complete terms of such participation, including, in the case of an entity formed or to be formed for the purpose of entering into the transaction contemplated by the LOI, the identity of each actual or anticipated direct or indirect equity holder or beneficiary of such entity and the percentage of such equity holder or beneficiary's interest in the transaction contemplated by the LOI;
 - (e) describes the structure and financing of the proposed transaction (including, but not limited to, a specific indication of the sources of financing for the purchase price, and preliminary evidence of the availability of such financing and the steps necessary and associated timing to obtain such financing and consummate the proposed transaction in each case in sufficient detail to permit the Liquidator and CMHC to make a reasonable business or professional judgment as to the

- Prospective Offeror's financial or other capabilities to consummate the transaction);
- (f) describes the conditions and approvals required for a final and binding offer, including the approval by CMHC to become an Approved Issuer, if applicable, and any anticipated corporate, security holder, internal or regulatory approvals required to close the transaction, and an estimate of the anticipated timeframe and any anticipated impediments for obtaining such approvals;
 - (g) describes any additional due diligence required to be conducted during Phase 2 (as defined below);
 - (h) identifies all conditions to closing to be imposed by the Prospective Offeror including, without limitation, any form of agreement required from CMHC, or any other government body, stakeholder or other third party;
 - (i) contains such other information reasonably requested by the Liquidator, or CMHC;
 - (j) sets out the purchase price (or range thereof) in Canadian dollars, including details of any liabilities to be assumed by the Prospective Offeror;
 - (k) in the case of a Successor Issuer Offer, is an offer for all or certain of the NHA MBS mortgage pools for which Maple Bank was the Approved Issuer; provided that no offer for a part of a mortgage pool will be accepted;
 - (l) in the case of a Successor Issuer Offer, if it is not already an Approved Issuer, each offeror must confirm that it will provide within 15 days after the Phase 2 Commencement Date (as defined in paragraph 34) the relevant documentation to demonstrate that it meets all of the requirements, prerequisites and criteria set out under the NHA MBS Guide to be an issuer of NHA MBS (including but not limited to current net worth requirements) and, for parties, other than federally regulated banks, trust companies and insurance companies, proof of licensing or exemption from licensing to trade in mortgages and act as an MBS Issuer in all provinces (and for loan administration if they will service any of the mortgage loans, as well as proof of being a NHA Approved Lender or Genworth or Canada Guaranty Qualified Mortgage Lender);
 - (m) in the case of a Successor Issuer Offer, the offer must indicate whether, or not the proposed Successor Issuer intends to assume the existing mortgage servicing and/or mortgage originating agreements entered into with Maple Bank; and,
 - (n) includes any other terms or conditions that the Prospective Offeror believes are material to the transaction.

In the case of a Sale Proposal, a Qualified LOI must also identify or contain the following information:

- (i) identifies the Maple Assets that are to be purchased as part of the transaction;
- (ii) identifies the Maple Assets that are to be excluded from the transaction;
- (iii) describes the intended use of the Maple Assets that are to be purchased as part of the transaction;
- (iv) whether the Sale Proposal is partially, or entirely conditional upon the Successor Issuer Offer; and,
- (v) any other terms or conditions of the Sale Proposal that the Prospective Offeror believes are material to the transaction.

Any such conditions may be waived, in whole or in part, by the Liquidator and CMHC, acting jointly.

31. An LOI received by the Liquidator and CMHC after the Phase 1 LOI Deadline shall not constitute a Qualified LOI, it being understood that, with respect to a Successor Issuer Offer, CMHC, in consultation with the Liquidator, and with respect to a Sale Proposal, the Liquidator, in its sole discretion, shall have the right to deem an LOI received after the Phase 1 LOI Deadline as a Qualified LOI.

Assessment of Qualified LOIs and Continuation or Termination of Solicitation Process

32. Following the Phase 1 LOI Deadline, CMHC and the Liquidator will assess the Qualified LOIs received during Phase 1, if any, and will determine whether there is a reasonable prospect of obtaining a Successor Issuer Offer, and the Liquidator will assess the Qualified LOIs to determine whether there is a reasonable prospect of obtaining a Sale Proposal. For the purpose of such consultations and evaluations, CMHC and the Liquidator may request clarification of the terms of any Qualified LOI submitted by a Prospective Offeror.
33. In assessing the Qualified LOIs submitted in Phase 1, CMHC and the Liquidator may consider, among other things, the following:
- (a) the form and amount of consideration being offered and the net value to Maple Bank (including any assumed liabilities or other obligations to be performed by the Prospective Offeror);
 - (b) in respect of a Sale Proposal, whether the Qualified LOI maximizes value for the Maple Assets;
 - (c) in respect of a Successor Issuer Offer, that a Successor Issuer must be chosen for each of the NHA MBS mortgage pools for which Maple Bank was the Approved Issuer;
 - (d) the demonstrated financial capability of the Prospective Offeror to consummate the proposed transaction;

- (e) the identity of the Prospective Offeror;
 - (f) the costs and risks associated with entering into a transaction with a Prospective Offeror;
 - (g) any transition services required in respect of the transaction contemplated by the Qualified LOI;
 - (h) any monetary value that may reasonably be attributed to any non-cash consideration provided by a Prospective Offeror;
 - (i) the conditions to closing of the proposed transaction (including any required regulatory approvals and any other factors affecting the speed, certainty and value of the transaction);
 - (j) the treatment of Maple Bank employees, where hired by the Liquidator (whether active or inactive);
 - (k) whether the Qualified LOI is likely to create, or allow to remain outstanding, a claim against Maple Bank and, if so, and a comparison of any such claims to claims likely to be created by any other Qualified LOI;
 - (l) the terms of the Qualified LOI (including, but not limited to, the anticipated counterparties to the transaction, and the anticipated closing date);
 - (m) the estimated time required to complete the proposed transaction and whether, in respect of a Successor Issuer Offer, CMHC, in consultation with the Liquidator, is of the opinion, and with respect to a Sale Proposal, the Liquidator is of the opinion, that the anticipated transaction is reasonably likely to close on or before the Outside Termination Date (as defined below); and
 - (n) such other criteria as CMHC and the Liquidator may determine as appropriate.
34. If one or more Qualified LOIs are received in respect of a Successor Issuer Offer, and CMHC, in consultation with the Liquidator, determines that there is a reasonable prospect of obtaining a Successor Issuer Offer, the Liquidator may notify the Prospective Offerors that the Marketing Process shall progress to phase 2 (the date of such notification being the "Phase 2 Commencement Date") and the solicitation process shall be continued in accordance with this Marketing Process for a further thirty (30) calendar days following the Phase 2 Commencement Date or for such longer period as CMHC, in consultation with the Liquidator, may determine ("Phase 2").
35. If one or more Qualified LOIs are received in respect of a Sale Proposal and the Liquidator determines that there is a reasonable prospect of obtaining one or more Sale Proposal Offer(s), the Liquidator shall notify the Prospective Offerors that the Marketing Process shall progress to Phase 2 and notify such Prospective Offerors of the Phase 2 Commencement Date.
36. In respect of a Successor Issuer Offer, if CMHC, in consultation with the Liquidator, determines that there is at least one Qualified LOI received by the Phase 1 LOI Deadline,

and CMHC determines that the Prospective Offeror would qualify as an Approved Issuer under the NHA MBS Program, CMHC shall be authorized to negotiate with such Prospective Offeror to consummate a transaction for a Successor Issuer (and notwithstanding anything contained herein, such Prospective Offeror shall thereafter be deemed to be the Accepted Successor Issuer Offeror (as defined below)), following which the Liquidator shall report to the Court on the selection by CMHC of a Successor Issuer without this Marketing Process progressing to Phase 2.

37. In respect of a Sale Proposal, if the Liquidator determines that there is at least one Qualified LOI received by the Phase 1 LOI Deadline, and the Liquidator, in its reasonable business judgment, determines that such Qualified LOI maximizes the recovery on the Maple Assets, in the circumstances, then the Liquidator shall be authorized to negotiate with such Prospective Offeror to consummate a sale transaction with respect to the Maple Assets (and notwithstanding anything contained herein, such Prospective Offeror shall thereafter be deemed to be the Accepted Sale Offeror (as defined below)), following which the Liquidator shall seek Court approval of such agreement at an Authorization/Approval Motion (as defined below) without having this Marketing Process progress to Phase 2.

MARKETING PROCESS – PHASE 2

38. In respect of a Successor Issuer Offer, in the event that CMHC, in consultation with the Liquidator, determines that this Marketing Process shall progress to Phase 2, each Prospective Offeror that: (a) submits a Qualified LOI; and (b) is not eliminated from the solicitation process by CMHC, after the assessment of whether such Qualified LOI meets the criteria outlined above, will be invited to participate in Phase 2 (a “Successor Issuer Offeror”).
39. In respect of a Sale Proposal, in the event that the Liquidator, determines that this Marketing Process shall progress to Phase 2, each Prospective Offeror that: (a) submits a Qualified LOI; and (b) is not eliminated from the solicitation process by the Liquidator, after the assessment of whether such Qualified LOI meets the criteria outlined above, will be invited to participate in Phase 2 (a “Sale Offeror”).
40. With respect to the Due Diligence Access referenced above, each Successor Issuer Offeror’s and each Sale Offeror’s Due Diligence Access shall continue into Phase 2 and shall terminate upon the earliest of the following events to occur:
- (a) such party does not submit an Offer by the Phase 2 Offer Deadline (as defined below);
 - (b) in respect of a Successor Issuer Offer, such party submits an Offer by the Phase 2 Offer Deadline but CMHC, in consultation with the Liquidator, determines that such party does not constitute a Qualified Successor Issuer Offeror (as defined below);
 - (c) in respect of a Sale Proposal, such party submits an Offer by the Phase 2 Offer Deadline, but the Liquidator determines that such party does not constitute a Qualified Sale Offeror (as defined below); or

- (d) the closing of the transaction contemplated by the Accepted Successor Issuer Offer and/or the Accepted Sale Offer.
41. On the Phase 2 Commencement Date, or as soon as practicable thereafter, Successor Issuer Offerors shall contact CMHC in order to become eligible to be: (a) an Approved Issuer, if not so at the time of the Phase 2 Commencement Date; and, (b) the Successor Issuer. Notwithstanding the foregoing, if a party has submitted a Successor Issuer Offer, CMHC and such party shall be at liberty to begin the process for that party to become an Approved Issuer, (having regard to the criteria established in the NHA MBS Guide to be become an Approved Issuer), at any time after the Phase 1 Commencement Date.
42. On the Phase 2 Commencement Date or as soon as practicable thereafter, the Liquidator shall post: (a) a form of asset purchase agreement/assumption agreement on the Due Diligence Access site (the "APA") for Prospective Offerors who wish to submit a Sale Proposal(s); and (b) the form of agreement to become a Successor Issuer, which would include the consideration payable on closing, together with copies of the relevant documentation, as established by the NHA MBS Guide, for a party to become an approved NHA MBS issuer, as well as the documentation to be entered into once approved by CMHC, which documentation can also be found on the CMHC website.

Phase 2 Timing

43. All Successor Issuer Offers and Sale Proposals must be delivered in writing, by email or personal delivery so that they are actually received by CMHC and the Liquidator, with respect to Successor Issuer Offers, and received by the Liquidator, with respect to Sale Proposals, by no later than 5:00 p.m. (Toronto time) on the day that is thirty (30) calendar days following the Phase 2 Commencement Date, or such later date or time as may be determined by the CMHC, in consultation with the Liquidator (in respect of Successor Issuer Offers), and the Liquidator, or the Court (in respect of Sale Proposals), in accordance with the terms of this Marketing Process (the "Phase 2 Offer Deadline") at the addresses specified above in the section entitled "Phase 1 Timing".
44. A Successor Issuer Offer, or a Sale Proposal received by CMHC and/or the Liquidator after the Phase 2 Offer Deadline shall not constitute a Qualified Successor Issuer Offer (as defined below), or a Qualified Sale Offer (as defined below), as the case may be, unless CMHC, in consultation with the Liquidator (with respect to a Successor Issuer Offer) and the Liquidator (in respect of a Sale Proposal), in their respective discretion, deem a Successor Issuer Offer and/or a Sale Proposal received after the Phase 2 Offer Deadline to be a Qualified Successor Issuer Offer or a Qualified Sale Offer, as the case may be.

Offer Requirements

45. To be eligible to be a Qualified Successor Issuer Offeror (as defined below) and/or a Qualified Sale Offeror (as defined below), a Successor Issuer Offeror and/or a Sale Offeror must deliver either a Successor Issuer Offer to CMHC and the Liquidator, and/or a Sale Proposal to the Liquidator by the Phase 2 Offer Deadline, which satisfies each of the following applicable conditions (a "Qualified Successor Issuer Offer") or (a "Qualified Sale Offer" and collectively a "Qualified Offer") and the party submitting

such Qualified Successor Issuer Offer and/or Qualified Sale Offer, (a “Qualified Successor Issuer Offeror” or a “Qualified Sale Offeror” and collectively, a “Qualified Offeror”):

- (a) **Confidentiality.** The Successor Issuer Offeror and the Sale Offeror must deliver an executed Confidentiality Agreement (if not already delivered);
- (b) **Identification.** The Successor Issuer Offer and/or the Sale Proposal must identify the Successor Issuer Offeror and/or the Sale Offeror, as may be applicable, and their respective representatives thereof who are authorized to appear and act on behalf of the Successor Issuer Offeror and/or the Sale Offeror for all purposes regarding the contemplated transaction, and it must fully disclose the identity of each entity that will be sponsoring, participating or benefiting from the transaction contemplated in either the Successor Issuer Offer and/or the Sale Proposal, and the complete terms of such participation, including, in the case of an entity formed or to be formed for the purpose of entering into the transaction contemplated by the Successor Issuer Offer and/or the Sale Proposal, the identity of each actual or anticipated direct or indirect equity holder or beneficiary of such entity and the percentage of such equity holder or beneficiary’s interest in the transaction contemplated by either the Successor Issuer Offer and/or the Sale Proposal;
- (c) **Subject Assets.** In the case of a Successor Issuer Offer, if the offer is to become the Successor Issuer for less than all of the NHA MBS mortgage pools for which Maple Bank was the Approved Issuer, then the offer must include a list of the NHA MBS mortgage pools covered by the Successor Issuer Offer. In the case of a Sale Proposal, the offer must include a description of the Maple Assets proposed to be purchased and an allocation of the purchase price amongst those assets.
- (d) **Form and Content.** In the case of a Successor Issuer Offer, the Successor Issuer Offer must be in a form acceptable to CMHC, in order to qualify as a Successor Issuer (the “Successor Issuer Form”) and executed by the Successor Issuer Offeror (each, a “Proposed Successor Issuer Agreement”) together with all exhibits and schedules thereto and such ancillary agreements as may be required by CMHC, in consultation with the Liquidator. Any changes and modifications to the Successor Issuer Form are to be indicated on a blackline to the Successor Issuer Form. In the case of a Sale Proposal, the Sale Proposal must be in the same form as the APA and executed by the Sale Offeror (each, a “Proposed Purchase Agreement”), together with all exhibits and schedules thereto and such ancillary agreements as may be required by the Sale Offeror. Any changes and modifications to the APA shall be indicated on a blackline to the APA including, if applicable, any modifications made to reflect the Maple Assets, or parts thereof, sought to be purchased;
- (e) **Treatment of Contracts.** The Successor Issuer Offer and/or the Sale Proposal must identify, with particularity, the contracts, permits, licenses and/or leases the Successor Issuer Offeror and/or the Sale Offeror wishes to assume and those it wishes to reject and must contain full details of either the Successor Issuer

- Offeror's and/or the Sale Offeror's proposal for the treatment of related cure costs, if applicable;
- (f) **Approvals.** The Successor Issuer Offer and/or the Sale Proposal must outline any anticipated regulatory and other approvals required, in addition to the required approval from CMHC to become the Successor Issuer, in order to close the respective transaction(s) and the anticipated timeframe and any anticipated impediments for obtaining such approvals;
 - (g) **Corporate Authorizations.** The Successor Issuer Offer and/or the Sale Proposal must include evidence, in form and substance reasonably satisfactory to: (a) CMHC and the Liquidator (in the case of a Successor Issuer Offer); and (b) the Liquidator (in the case of a Sale Proposal) the authorization and approval from the Successor Issuer Offeror's and/or Sale Offeror's board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the transaction(s) contemplated by the Offers;
 - (h) **Deposit.** The Sale Proposal must be accompanied by a cash deposit equal to ten percent (10%) of the total value of the consideration contemplated by the Offer, to a maximum of \$5 million, (the "Deposit" and collectively, the "Deposits"), and the Deposits shall be paid to the Liquidator in accordance with wire instructions provided by the Liquidator, and shall be held by the Liquidator in accordance with this Marketing Process;
 - (i) **Financial Wherewithal.** The Successor Issuer Offer and/or the Sale Proposal must include evidence satisfactory to CMHC and the Liquidator (in respect of a Successor Issuer Offer) and the Liquidator (in respect of a Sale Proposal) of the respective offeror's financial ability to complete the Successor Issuer Offer and/or the Sale Proposal and close the transaction(s) on a closing date (the "Closing Date");
 - (j) **Closing Date.** The Successor Issuer Offer and/or the Sale Proposal must contain a binding commitment by the Successor Issuer Offeror and/or the Sale Offeror to close on the terms and conditions set forth in the proposed Successor Issuer Agreement, or the Proposed Purchase Agreement, as applicable, as soon as practicable after satisfaction or waiver of all conditions; provided that the Closing Date must take place by no later than August 31, 2016, or such later date as agreed to by CMHC, in consultation with the Liquidator, (in respect of a Successor Issuer Offer) and the Liquidator (in respect of a Sale Proposal) and the respective offeror(s) (the "Outside Termination Date");
 - (k) **Closing Timeline.** The Successor Issuer Offer and/or the Sale Proposal must provide a timeline for the closing of the transaction, which includes critical milestones;
 - (l) **Irrevocable.** The Successor Issuer Offer and/or the Sale Proposal must be accompanied by a letter which confirms that the Offers: (i) may be accepted by CMHC (in respect of a Successor Issuer Offer), and the Liquidator, (in respect of a Sale Offer), by countersigning the Proposed Successor Issuer Agreement, or the

Proposed Purchase Agreement, as may be applicable, and (ii) is irrevocable and capable of acceptance until the earlier of (A) the day on which the Successor Issuer Offeror, or the Sale Offeror is notified that their respective offer is not a Qualified Offer; (B) if a Qualified Successor Issuer Offeror, or a Qualified Sale Offeror; (i) the date on which the CMHC and the Liquidator and the Accepted Successor Issuer Offeror have executed a binding agreement in respect of the transaction for a Successor Issuer; or (ii) the date on which the Liquidator and the Accepted Sale Offeror(s) have executed a binding agreement in respect of the transaction(s) for the Sale Proposal(s);

- (m) No Representations and Warranties. The Successor Issuer Offer and/or the Sale Proposal shall include an "as is, where is" clause substantially on the same terms as the "as is, where is" clause set out in the APA and the Successor Issuer Form;
- (n) Acknowledgment. The Successor Issuer Offer and/or the Sale Proposal shall include an acknowledgment and representation that the Successor Issuer Offeror and the Sale Offeror, as applicable: (i) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Maple Assets to be acquired and liabilities to be assumed in making its offer; and (ii) did not rely upon any written or oral statements, representations, promises, warranties or guarantees whatsoever, whether express or implied (by operation of law or otherwise), regarding the rights and responsibilities of Maple Bank for the NHA MBS and/or the Maple Assets to be acquired or liabilities to be assumed or the completeness of any information provided in connection therewith, except as expressly stated in the Proposed Successor Issuer Agreement, or the Proposed Purchase Agreement, as applicable;
- (o) Contingencies. The Successor Issuer Offer and/or the Sale Proposal shall not be conditional on obtaining financing or any internal approval or on the outcome or review of due diligence;
- (p) No Fees Payable to Offeror. The Successor Issuer Offer and/or the Sale Proposal shall not request or entitle the Successor Issuer Offeror and/or the Sale Offeror to any break-up fee, expense reimbursement, termination or similar type of fee or payment. Further, by submitting a Successor Issuer Offer and/or a Sale Proposal, a Successor Issuer Offeror and a Sale Offeror shall be deemed to irrevocably waive any right to pursue a claim in any way related to this Marketing Process; and
- (q) Other Information. Successor Issuer Offer and/or the Sale Proposal shall contain such other information reasonably requested by CMHC, or the Liquidator, as may be applicable.

Any such conditions may be waived, in whole or in part, by the Liquidator and CMHC, acting jointly.

46. Each Successor Issuer Offeror and Sale Offeror shall comply with all reasonable requests for additional information by CMHC or the Liquidator regarding each corresponding offer and its contemplated transaction. Failure by a Successor Issuer Offeror and/or a

Sale Offeror to comply with requests for additional information will be a basis for CMHC, in consultation with the Liquidator (in respect of a Successor Issuer Offer) and the Liquidator (in respect of a Sale Proposal), to determine that the applicable offeror is not a Qualified Successor Issuer Offeror, or Qualified Sale Offeror.

47. CMHC and the Liquidator may discuss, negotiate or seek clarification of any Successor Issuer Offer and/or the Sale Proposal. A Successor Issuer Offeror and/or a Sale Offeror may not modify, amend or withdraw their respective offers without the written consent of CMHC, in consultation with the Liquidator, (with respect to a Successor Issuer Offer) and the Liquidator (with respect to a Sale Proposal). Any such modification, amendment or withdrawal of an offer by an offeror without the written consent of CMHC and the Liquidator, as applicable, shall result in a forfeiture of such offeror's Deposit as liquidated damages and not as a penalty.

MARKETING PROCESS – PHASE 3

48. If one or more Qualified Successor Issuer Offers, or Qualified Sale Offers are received in accordance with this Marketing Process, in the case of a Qualified Successor Issuer Offer, CMHC, in consultation with the Liquidator, may choose to:
- (a) accept one or more than one non-overlapping Qualified Successor Issuer Offer(s) (the "Accepted Successor Issuer Offer(s)" and the party, or parties submitting the Accepted Successor Issuer Offer(s) (the "Accepted Successor Issuer Offeror(s)") shall proceed to finalize and complete an agreement for the Accepted Successor Issuer Offer(s) with the Qualified Successor Issuer Offeror(s); or,
 - (b) continue negotiations with a selected number of Qualified Successor Issuer Offerors with a view to finalizing an agreement with one, or more Qualified Successor Issuer Offeror(s), such that such Qualified Successor Issuer Offeror(s) becomes the Accepted Successor Issuer Offeror(s).

In the case of a Qualified Sale Offer, the Liquidator may choose to:

- (c) accept one Qualified Sale Offer, or multiple sets of non-overlapping Qualified Sale Offers with respect to the Maple Assets (the "Accepted Sale Offer(s), and the party or parties submitting such Accepted Sale Offer(s), the "Accepted Sale Offeror(s)") and take such steps as are necessary to finalize and complete an agreement for the Accepted Sale Offer(s) with the selected Qualified Sale Offeror(s); or,
 - (d) continue negotiations with a selected number of Qualified Sale Offerors with a view to finalizing an agreement with one, or more Qualified Sale Offeror(s) such that such Qualified Sale Offeror(s) becomes the Accepted Sale Offeror(s).
49. Evaluation criteria for the Accepted Successor Issuer Offer(s) and/or Accepted Sale Offer(s) may include, but are not limited to, the factors listed in the section above regarding the "Assessment of Qualified LOIs and Continuation or Termination of

Solicitation Process” (except such factors will be applied to an evaluation of the Qualified Offers, as opposed to the Qualified LOIs).

OTHER TERMS

CMHC's and the Liquidator' Reservation of Rights

50. In addition to the other reservation of rights set out herein, in respect of a Successor Issuer Offer, CMHC, in consultation with the Liquidator, shall have the right in its discretion to: (a) waive strict compliance with any one or more of the LOI Requirements or Offer Requirements, as specified herein, and deem such non-compliant LOIs to be Qualified LOIs or non-compliant Successor Issuer Offers to be Qualified Successor Issuer Offers, as the case may be, provided that such non-compliance is not material in nature; (b) reject any or all LOIs or Successor Issuer Offers if, in CMHC's opinion, in consultation with the Liquidator, no LOI or Successor Issuer Offer complies with the minimum requirements or for any other reasons; (c) adopt such ancillary and procedural rules not otherwise set out herein (including rules that may depart from those set forth herein) that in the CMHC's opinion, in consultation with the Liquidator, will better promote the goal of finding a Successor Issuer(s); and/or (d) truncate or terminate this Marketing Process with regard to identifying a Successor Issuer(s), after consultation with the Liquidator, at any point in time.
51. In addition to the other reservation of rights set out herein, in respect of a Sale Proposal, the Liquidator shall have the right in its discretion to: (a) waive strict compliance with any one or more of the LOI Requirements or Offer Requirements, as specified herein, and deem such non-compliant LOIs to be Qualified LOIs or non-compliant Sale Proposals to be Qualified Sale Offers, as the case may be, provided that such non-compliance is not material in nature; (b) reject any or all LOIs, or Sale Proposals if, in the Liquidator's judgement, no LOI or Sale Proposal complies with the minimum requirements or for any other reasons; (c) adopt such ancillary and procedural rules not otherwise set out herein (including rules that may depart from those set forth herein) that in the Liquidator's judgement, will better promote the goal of this Marketing Process; and/or (d) truncate or terminate this Marketing Process, after consultation with CMHC, at any point in time.
52. To the extent that any notice of changes to this Marketing Process or related dates, times, or locations is required or otherwise appropriate, the Liquidator may publish such notice on the Liquidator's public website and such notice shall be deemed satisfactory, subject to any other notice requirements specifically set forth herein, or as required by the Court.

Discussions with Third Party Stakeholders

53. If it is determined by CMHC, in consultation with the Liquidator, in respect of a Successor Issuer Offer, that it would be worthwhile to facilitate a discussion between a prospective Successor Issuer Offeror, or a Qualified Successor Issuer Offerer, as applicable, and a stakeholder (including any originators or servicers to Maple Bank's MBS business), or other third party (such as a governmental or regulatory authority) as a consequence of a condition to a potential transaction or potential closing condition identified by such prospective Successor Issuer Offeror, or Qualified Successor Issuer Offerer, CMHC may provide such prospective Successor Issuer Offeror, or Qualified

Successor Issuer Offeror, with the opportunity to meet with the relevant stakeholder or third party to discuss such condition or potential condition, with a view to enabling such prospective Successor Issuer Offeror, or Qualified Successor Issuer Offeror, to seek to satisfy the condition or assess whether the condition is not required or can be waived. Any such meetings or other form of communication will take place on terms and conditions considered appropriate by CMHC, in consultation with the Liquidator.

54. If it is determined by the Liquidator, in respect of a Sale Proposal, that it would be worthwhile to facilitate a discussion between a prospective Sale Offeror or a Qualified Sale Offeror, as applicable, and a stakeholder (including any originators or servicers to Maple Bank's MBS business), or other third party (such as a governmental or regulatory authority) as a consequence of a condition to a potential transaction or potential closing condition identified by such prospective Sale Offeror, or Qualified Sale Offeror, the Liquidator may provide such prospective Sale Offeror, or Qualified Sale Offeror with the opportunity to meet with the relevant stakeholder or third party to discuss such condition or potential condition, with a view to enabling such prospective Sale Offeror, or Qualified Sale Offeror to seek to satisfy the condition or assess whether the condition is not required or can be waived. Any such meetings or other form of communication will take place on terms and conditions considered appropriate by the Liquidator.

Authorization/Approval Motion

The Liquidator may apply to the Court for an order approving the Accepted Sale Offer(s) of the sale of the applicable Maple Assets to the Accepted Sale Offeror(s) free and clear of all liens and encumbrances, other than those liens and encumbrances expressly to be assumed by the Accepted Sale Offeror(s) (the "Authorization/Approval Motion"). The Authorization/Approval Motion may be scheduled with the Court as soon as possible thereafter at 330 University Avenue, Toronto, Ontario before Regional Senior Justice Morawetz. The Authorization/Approval Motion may be adjourned, or re-scheduled by the Liquidator, after consulting with CMHC, without further notice, but by an announcement of the adjourned date at the Authorization/ Approval Motion. Notwithstanding the foregoing, in the event that there is more than one Accepted Sale Offer, the Liquidator, reserves the right to impose a condition in each Accepted Sale Offer that the Authorization/Approval Sale Motion for such Accepted Sale Offer be heard on the same day as any other Authorization/Approval Motion(s).

Consent to Jurisdiction as Condition to make an Offer

55. All prospective Successor Issuer Offerors, prospective Sale Offerors and all Qualified Offerors shall be deemed to have consented to the exclusive jurisdiction of the Court with respect to any disputes relating to this Marketing Process and the construction and enforcement of the relevant transaction documents, as applicable.

Marketing Process Participant Fees

56. Participants in the Marketing Process are responsible for all costs, expenses and liabilities incurred by them for any reason whatsoever, including, but not limited to, in connection with the submission of any LOI, Successor Issuer Offer, Sale Proposal, due diligence

activities, and any further negotiations or other actions whether or not they lead to the consummation of a transaction.

Closing the Successful Offer(s)

57. In respect of the Accepted Successor Issuer Offer(s), CMHC, in consultation with the Liquidator and the Accepted Successor Issuer Offeror(s), will take all reasonable steps to complete the transaction contemplated by the Accepted Successor Issuer Offer(s), as soon as possible.
58. In respect of the Accepted Sale Offer(s), the Liquidator and the Accepted Sale Offeror(s) will take all reasonable steps to complete the transaction contemplated by the Accepted Sale Offer(s) as soon as possible after the Accepted Sale Offer(s) is approved by the Court.
59. If the transaction(s) contemplated by the Accepted Successor Issuer Offer(s) and the Accepted Sale Offer(s) has/have not closed by the Outside Termination Date, or such Accepted Successor Issuer Offer(s) and/or Accepted Sale Offer(s) is/are terminated for any reason prior to the Outside Termination Date, then this Marketing Process shall be terminated with respect to either the process to find a Successor Issuer and/or the process to sell the Maple Assets, as applicable.

Return of Deposit

60. All Deposits shall be held by the Liquidator in an interest-bearing account until returned to the applicable offeror or otherwise dealt with in accordance with this Marketing Process. Deposits of all offerors who are determined not to be a Qualified Offeror shall be returned to such offeror ten (10) business days after the day on which the offeror is notified that it is not a Qualified Offeror. Deposits of all Qualified Offerors, other than the Accepted Sale Offeror(s), shall be returned to such Qualified Offerors ten (10) business days after the day on which the Liquidator and the Accepted Sale Offeror(s) have executed a binding agreement in respect of the transaction(s) for the Sale Proposal(s).
61. The Deposit with respect to the Accepted Sale Offeror(s) shall be applied to the purchase price of the applicable transaction(s) at closing. If the Accepted Sale Offer(s) fail(s) to close by the Outside Termination Date because of a breach or failure to perform on the part of the Accepted Sale Offeror(s), the Liquidator shall be entitled to retain the Deposit of the applicable Accepted Sale Offeror(s) as part of the liquidated damages resulting from the breach or failure to perform by the applicable Accepted Sale Offeror(s) (and not as a penalty). The Deposit of the Accepted Sale Offeror(s) shall otherwise be returned to the Accepted Sale Offeror(s) in accordance with the terms of the Accepted Sale Offer(s).

No Amendment

62. There will be no amendments to this Marketing Process without the written consent of CMHC and the Liquidator, each acting reasonably, or, in the absence of consent, the approval of the Court. This Marketing Process does not, and will not, be interpreted to create any contractual or other legal relationship between CMHC, the Liquidator, and any

prospective Successor Issuer Offeror, prospective Sale Offeror, Successor Issuer Offeror, or a Sale Offeror. At any time during the implementation of this Marketing Process, and subject to the terms of the MOU, CMHC and the Liquidator may apply to the Court for advice and directions with respect to the implementation of this Marketing Process, and in the case of the Liquidator, in respect of the discharge of its powers and duties hereunder.

No Acceptance Obligation

63. In the case of a Successor Issuer Offer, CMHC shall be under no obligation to accept the highest Qualified LOI and/or the highest Qualified Successor Issuer Offer, or any Qualified LOI and/or Qualified Successor Issuer Offer, and reserves the right to reject, after consulting with the Liquidator, any or all Qualified LOIs and/or Qualified Successor Issuer Offers. The selection of the Accepted Successor Issuer Offer(s) shall be in the sole discretion of CMHC, after consulting with the Liquidator.
64. In the case of a Sale Offer, the Liquidator, shall be under no obligation to accept the highest Qualified LOI and/or the highest Qualified Sale Offer, or any Qualified LOI and/or Qualified Sale Offer, and reserves the right to reject any or all Qualified LOIs and/or Qualified Sale Offers. The selection of the Accepted Sale Offer(s) shall be in the sole discretion of the Liquidator.

Summary of Key Dates

65. The following chart summarizes the key dates provided for in this Marketing Process, which dates are subject to extension, or modification, with agreement of both the Liquidator and CMHC.

Phase 1 Commencement Date / Teaser Letters sent to Prospect List	April 13, 2016
Phase 1 LOI Deadline	May 6, 2016
Phase 2 Commencement Date / APA posted to Due Diligence Access site	May 18, 2016
Phase 2 Offer Deadline	June 17, 2016
Outside Termination Date	August 31, 2016

**Maple Bank GmbH – Toronto Branch
Marketing Process
List of Maple Assets**

- Approximately \$117 million of NHA MBS certificates (subject to payment of the guarantee fee to CMHC, as required under the NHA MBS Guide);
- Approximately \$35 million of CMHC insured mortgages that have not yet been pooled;
- The mortgage origination agreements that Toronto Branch had in place as at the winding-up date;
- The mortgage servicing agreements that Toronto Branch had in place as at the winding-up date;
- The Toronto Branch mortgage aggregation processes, policies and business;
- A credit facility, in the amount of approximately \$39 million, secured by insured mortgages; and
- Approximately \$233 million of bonds associated with the Federal Immigrant Investor Program and the Quebec Immigrant Investor Program.

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

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

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

PROCEEDING COMMENCED AT
TORONTO

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.

TAB 2D

AGREEMENT OF PURCHASE AND SALE
(FEDERAL IMMIGRANT INVESTOR PROGRAM)

THIS AGREEMENT is dated October 5, 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 April 15, 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.



For illustrative purposes, the Purchase Price applying such formula as of September 27, 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-fulfilment 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

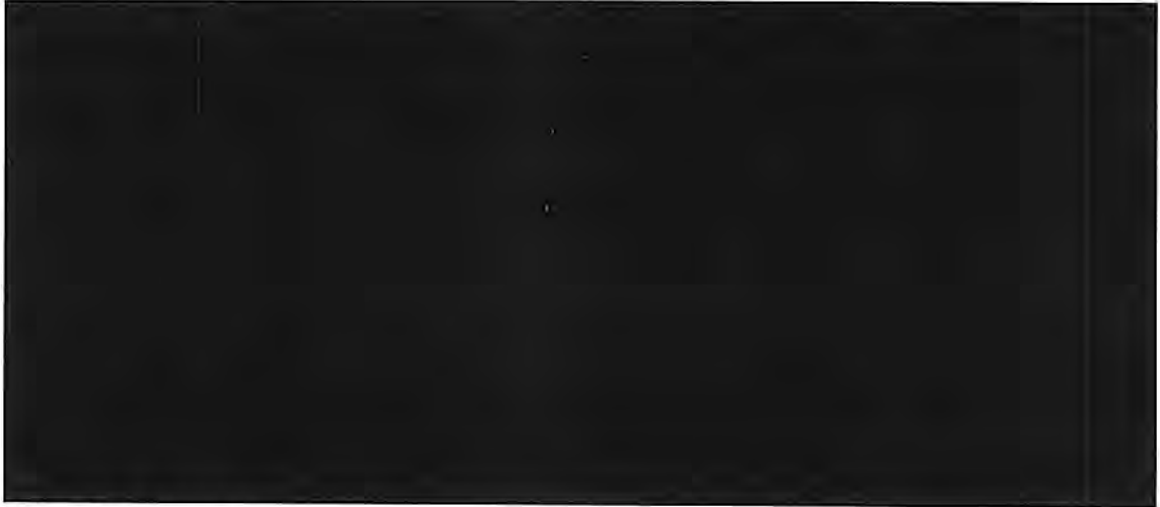
At or before the Time of Closing, the Seller will perform or execute and deliver to the Buyer the following, each of which will be in form and substance satisfactory to the Buyer, acting reasonably:

- 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 GIA 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 / Phillip 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@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.


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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.

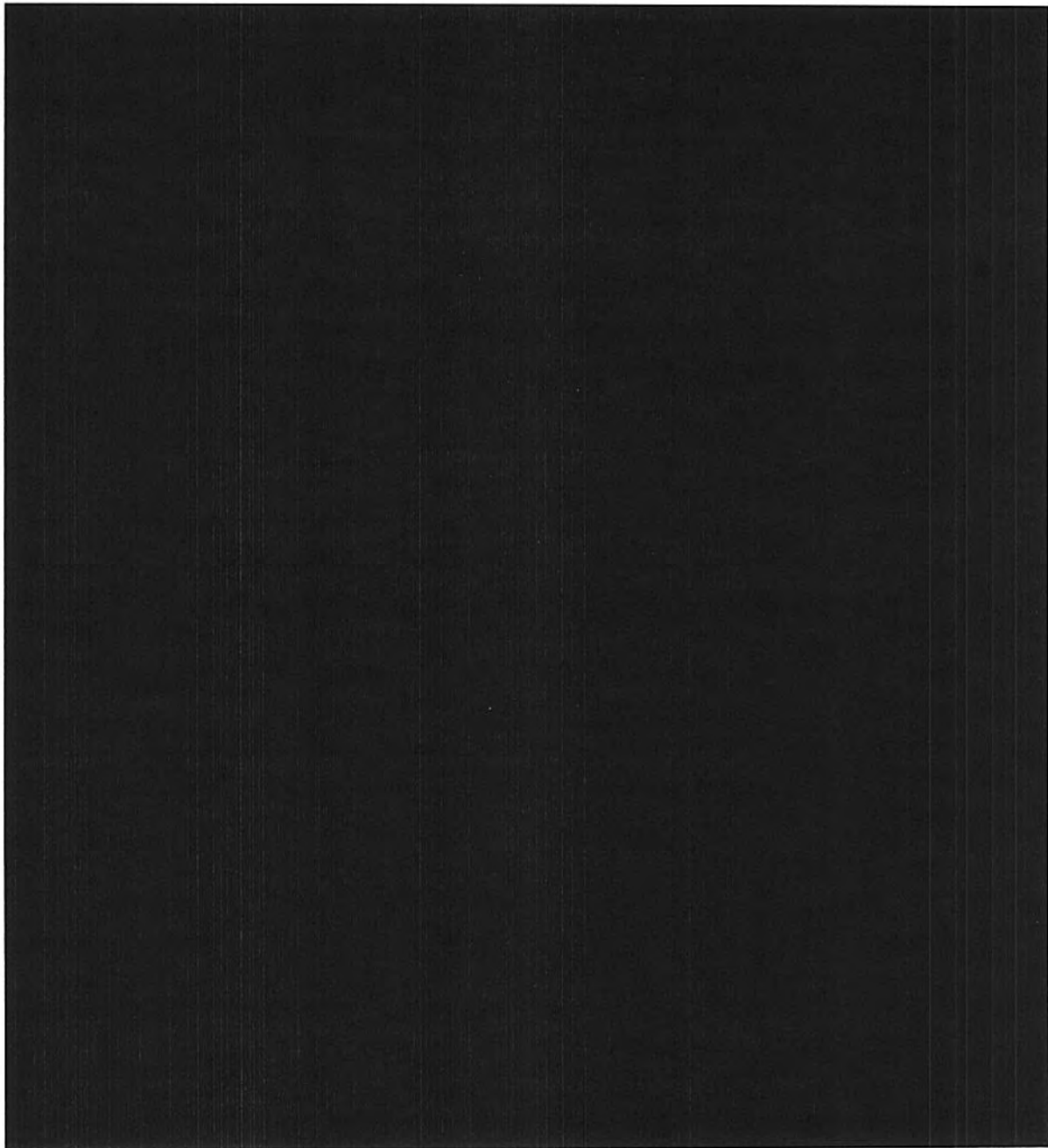
KPMG Inc., in its capacity as Court appointed liquidator of the business in Canada of Maple Bank GmbH and its assets as defined under section 618 of the *Bank Act*

Per: 
Name: Nicholas Brearton
Title: President

KEB HANA BANK CANADA

Per: 
Name: Chung hoo Lee
Title: General Manager

SCHEDULE 1
RECEIVABLE BACKED NOTES AND ASSOCIATED FEDERAL PROMISSORY NOTES



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	720285498 20160906 1040 1862 5118 / 20160906 1223 1862 5135 1 year	Accounts, Other

**SCHEDULE 4
INDICATIVE PURCHASE PRICE**

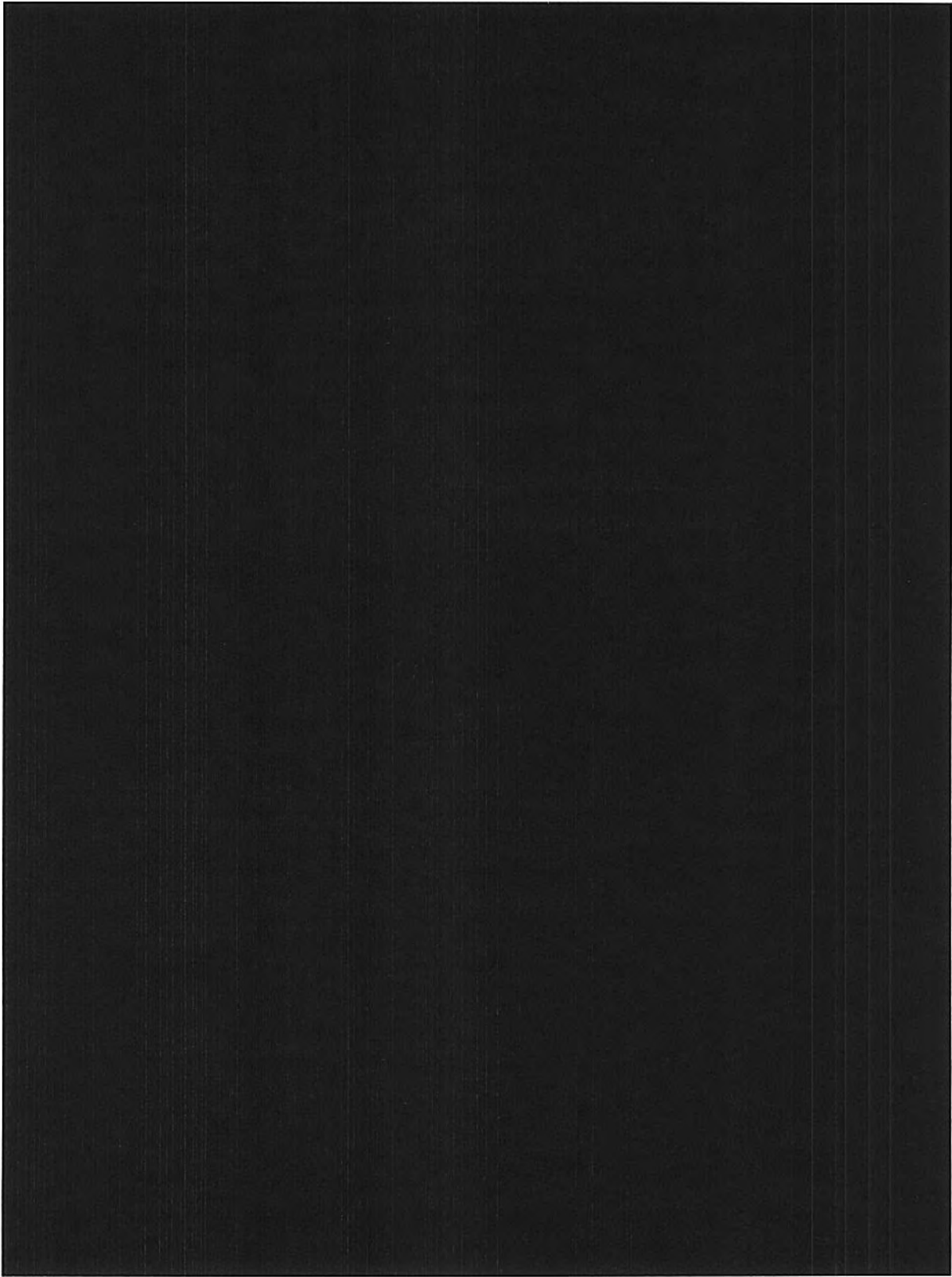
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EXHIBIT "A"
ASSIGNMENT AND ASSUMPTION AGREEMENT

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 OCTOBER, 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,

C.46, as amended (the "**Bank Act**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale dated October 4, 2016 (the "**Sale Agreement**") between the Liquidator and KEB Hana Bank Canada (the "**Purchaser**"), appended to the Confidential Supplement to the Seventh Report of the Liquidator dated October 4, 2016 (the "**Confidential Supplement to the Seventh 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 Seventh Report of the Liquidator dated October 4, 2016 (the "**Seventh Report**") and the Confidential Supplement to the Seventh Report and on hearing the submissions of counsel for the Liquidator and counsel for the German Insolvency Administrator (the "**GIA**"), no one appearing for any other person on the service list, although properly served as appears from the affidavit of [Frances Dunne] sworn October 4, 2016, filed [and on being advised by counsel to the GIA that the GIA consents to the Transaction]:

Service / Approval of the Activities

1. THIS COURT ORDERS, that the time for service of the Notice of Motion and the Motion Record is validated so that the Motion is properly returnable today and hereby dispenses with further service thereof, including without limitation, any prescribed notice requirements under the *Winding-up and Restructuring Act* R.S.C., 1985, c. W-11 (the "**WURA**").
2. THIS COURT ORDERS that the Seventh Report, the Confidential Supplement to the Seventh Report and the activities of the Liquidator outlined in the Seventh Report and the Confidential Supplement to the Seventh Report be and are hereby approved.

Sale and Approval

3. 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.
4. 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 WURA; (iii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* R.S.O. 1990, c. P.10, 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.

5. 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.

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

7. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act* S.C. 2000, c. 5, 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.

8. 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 WURA, 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.

Sealing

9. THIS COURT ORDERS that the Confidential Supplement to the Seventh Report is 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 on further order of this Court.

General

10. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, the Republic of Germany, including the assistance of the Amtsgericht Frankfurt am Main [Insolvency Court] 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* R.S.C., 1985, c. W-11 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 October *, 2016, the Court approved the agreement of purchase and sale made as of October *, 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 • 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

[TO BE UPDATED AS OF
THE DATE OF ORDER]

SECURED PARTY		FILE NO./ REGISTRATION NO./ REGISTRATION PERIOD	COLLATERAL CLASSIFICATION/DESCRIPTION	FINANCING CHANGE STATEMENTS
1.	Maple Trust Company	888740613 20021030 1124 1590 6773 5 years	Accounts, Other	20060330 1439 1590 4212 Renewal: 99 years
2.	The Bank of Nova Scotia	623817576 20060330 1407 1590 4200 99 years	Accounts, Other	
3.	BMO Nesbitt Burns Inc.	679448196 20120625 1701 1532 2776 25 years	Accounts, Other GCD: Collateral pledged under the Securities Loan Agreement dated November 6 th , 2007, as it may be amended, supplemented, restated or replaced from time to time.	20120627 1445 1530 4477 Amendment Amend debtor's address from 79 Wellington West, Suite 3500, Toronto, ON M5K 1K7 to 79 Wellington Street West, Suite 3500, Toronto, ON M5K 1K7

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"
GIA CONSENT

CONSENT AND ACKNOWLEDGEMENT

Reference is made to the Agreement of Purchase and Sale dated July 21, 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:

- 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.

Dated this ___ day of _____, 2016

[INSERT EXECUTION BLOCK]

SCHEDULE A
APPROVAL AND VESTING ORDER

See attached.

EXHIBIT "D"
CIC CONSENT

CONSENT, ACKNOWLEDGEMENT AND RECEIPT

This letter confirms receipt of the Notice and Direction dated October ____, 2016 from KPMG Inc. ("**KPMG**") confirming that KPMG, in its capacity as court-appointed liquidator, has assigned to KEB Hana Bank Canada ("**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 investors noted on the attached Schedule (the "**Investors**") in connection with the Federal Immigrant Investor Program (the "**Notes**").

We acknowledge that CIC received irrevocable directions from KEB (formerly Korea Exchange Bank of Canada) on behalf of the Investors, directing CIC to pay all amounts owing or otherwise payable to the 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 Investors pursuant to or in connection with the Notes and will in no case refund or repay the Investors or make any payment to Maple Bank in respect of the Notes:

9625 Yonge St, Unit A,
Richmond Hill, ON, L4C 5T2
Attention: Chang Hee Lee, General Manager

DATED this _____ day of _____, 2016

IMMIGRATION, REFUGEES AND CITIZENSHIP CANADA

Name: Randy Orr
Title: A/Director
Strategic Planning and Delivery, International Region

SCHEDULE

TOR_LAW\902484613

**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**

ATTORNEY GENERAL OF CANADA

- and - **MAPLE BANK GmbH**

Applicant

Respondent

ONTARIO
SUPERIOR COURT OF JUSTICE
(*COMMERCIAL LIST*)
Proceeding commenced at Toronto

MOTION RECORD
(returnable October 12, 2016)

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business in Canada of Maple Bank GmbH and its assets.