

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE REGIONAL  
SENIOR JUSTICE MORAWETZ

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TUESDAY DAY THE 27<sup>th</sup>  
DAY OF SEPTEMBER, 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 September 12, 2016 (the "**Sale Agreement**") between the Liquidator and Equitable Bank (the "**Buyer**"), as appended to the confidential supplement to the sixth report of the Liquidator dated September 23, 2016 (the "**Confidential Supplement to the Sixth Report**"), and vesting in the Buyer 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 sixth report of the Liquidator dated September 19, 2016 (the "**Sixth Report**"), the Confidential Supplement to the Sixth Report and on hearing the submissions of counsel for the Liquidator, counsel for the German Insolvency Administrator, counsel for Canada Mortgage and Housing Corporation ("**CMHC**"), counsel for the Buyer, and counsel for such other interested persons and as were present no one appearing for any other person on the service list, although properly served as appears from the affidavit of Frances Dunne sworn September 19, 2016, filed:

1. THIS COURT ORDERS that the Sixth Report, the Confidential Supplement to the Sixth Report and the activities of the Liquidator as set out in the Sixth Report and the Confidential Supplement to the Sixth Report be and are hereby approved.
2. THIS COURT ORDERS AND DECLARES that (i) the Transaction is hereby approved; (ii) the execution of the Sale Agreement by the Liquidator is hereby authorized, ratified and approved, and (iii) the Liquidator is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Buyer, including the making of such minor amendments to the Sale Agreement as the Liquidator and the Buyer may agree.
3. THIS COURT ORDERS AND DECLARES that upon the delivery of a Liquidator's certificate to the Buyer substantially in the form attached as Schedule "A" hereto (the "**Liquidator's Certificate**"), all of Maple Bank's right, title and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Buyer, free and clear of and from any and all liens, claims, charges, demands, security interests, pledges, hypothecations, mortgages, trusts or deemed trusts (in each case, whether contractual, statutory or otherwise), executions, levies, charges, or other financial or monetary claims, and encumbrances of any nature and kind whatsoever 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) all charges, security interests or claims

evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system, and, without limiting the generality of the foregoing, the registrations listed as Schedule "B" hereto (all of which are collectively referred to as the "**Encumbrances**"), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

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

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

6. THIS COURT ORDERS that, (i.) pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act* (Canada) ("**PIPEDA**"), the Liquidator is authorized and permitted to disclose and transfer to the Buyer personal information of identifiable individuals, if any, relating to the Purchased Assets, and who may be identified in, or subject to, the Sale Agreement or the Purchased Assets. The Buyer 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 (ii) any counterparty to any Assigned Contracts be and is hereby relieved of any liability under PIPEDA by reason of disclosures authorized to be made by the Liquidator pursuant to this paragraph 6.

7. THIS COURT ORDERS that, notwithstanding the pendency of these proceedings, the vesting of the Purchased Assets in the Buyer pursuant to this Order and the payments by the Liquidator to the Buyer as contemplated under the Sale Agreement shall not be void or voidable by creditors of Maple Bank, nor shall they 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* (Canada) (the "**WURA**") or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

8. ~~THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the *Bulk Sales Act* (Ontario) and any equivalent legislation in any other jurisdiction in which all or any part of the Purchased Assets are located.~~

9. THIS COURT ORDERS that upon delivery of the Liquidator's Certificate, all of the rights and obligations of Maple Bank under the agreements set out in Schedule "C" hereto (each, an "Assigned Contract", collectively, the "Assigned Contracts") shall be assigned to the Buyer and, subject to paragraph 13 herein, all obligations of Maple Bank under the Assigned Contracts shall be assumed by the Buyer, with rights and entitlements afforded to counterparties under the Assigned Contracts continuing in full force and effect in accordance with the terms of each Assigned Contract except as otherwise amended by the provisions of this Order, and pursuant to the Sale Agreement, this Order and Section 35 of the WURA.

10. THIS COURT ORDERS that the assignment to the Buyer of the rights and obligations of Maple Bank under the Assigned Contracts pursuant to the Sale Agreement, the WURA, and this Order is valid and binding upon all of the counterparties to the Assigned Contracts notwithstanding any restriction or prohibition contained in any such Assigned Contracts relating to the assignment thereof, including any provision requiring the consent of any party to the assignment.

11. THIS COURT ORDERS that Maple Bank's right, title and interest in the Assigned Contracts shall vest absolutely in the Buyer free and clear of all Encumbrances.

12. THIS COURT ORDERS that each counterparty to the Assigned Contracts is prohibited from exercising any right or remedy under the Assigned Contracts by reason of any defaults thereunder arising from the assignment of the Assigned Contracts, the insolvency of Maple Bank, the commencement of these proceedings, any failure of Maple Bank to perform any non-monetary obligation under the Assigned Contracts or, subject to payment of the Cure Amounts (as described below), any failure of Maple Bank to perform a monetary obligation under the Assigned Contracts.

13. THIS COURT ORDERS that the Cure Amounts for the Assigned Contracts shall be in the amounts set out in Schedule "D" hereto, as calculated as of the date of this Order, and shall be adjusted by the Liquidator as of the date of Closing (as defined in the Sale Agreement) in accordance with the standard methodology previously used by Maple Bank to determine the amounts described in Schedule "D" in accordance with each of the applicable Assigned Contracts and that by no later than the date of Closing, Maple Bank shall pay the Cure Amounts, as adjusted by the Liquidator, to the counterparty with

respect to each applicable Assigned Contract, in full and final satisfaction of any Cure Amounts owing to the counterparty to the applicable Assigned Contract.

14. THIS COURT ORDERS that the Buyer shall not be liable for any amounts of any kind due by Maple Bank to the applicable counterparty under the Assigned Contracts prior to the Closing other than in respect of:

- (a) the Lakeview Reserve Amount and the Origination Reserve Amounts (as each such term is defined in the Purchase Agreement);
- (b) the obligations which gave rise to the Ratewise/Simplicity Mortgage Closing Payment (as such term is defined in the Purchase Agreement);
- (c) the moneys collected in the Lakeview Senior Distribution Account (as defined in the Purchase Agreement) as of the Closing Date (as defined in the Purchase Agreement) by the Seller and paid on the Closing Date to a Senior Distribution Account (as defined in the Lakeview Credit Agreement), and established by the Buyer to replace the Lakeview Senior Distribution Account for the purposes of, the Lakeview Credit Agreement (as defined in the Purchase Agreement); and
- (d) the fees accrued under the Servicing Agreements (as defined in the Purchase Agreement) since the Effective Date (as defined in the Successor Issuer Agreement dated September 12, 2016 between CMHC and the Buyer, as the same may be amended, supplemented or amended and restated from time to time) which remain unpaid as of the Closing Date.

15. THIS COURT DIRECTS that the Liquidator send a copy of this Order to all of the counterparties to the Assigned Contracts.

16. THIS COURT ORDERS that notwithstanding any other provision of this Order, nothing in this Order will prevent a counterparty under any Assigned Contract from asserting and pursuing, or have the effect of altering, impairing, compromising or defeating, any claim of such counterparty as against Maple Bank that has been expressly reserved in a valid and subsisting written consent provided to the Liquidator by such counterparty with respect to the assignment of its Assigned Contract to the Buyer as contemplated by the Transaction and this Order.

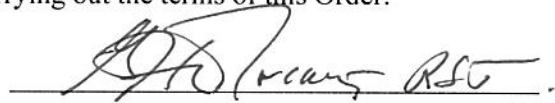
17. THIS COURT ORDERS that the Withholding Escrow Amount (as defined in the Sale Agreement) shall be paid to and held by the Liquidator, in trust in accordance with the terms of the

Withholding Escrow Agreement (as defined in the Sale Agreement) and such Withholding Escrow Amount shall not be part of the assets or estate of Maple Bank or the Liquidator unless released from such trust to and for the benefit of Maple Bank or the Liquidator in accordance with the Withholding Escrow Agreement.

18. THIS COURT ORDERS that the Liquidator is authorized and directed to enter into and perform its obligations, as escrow agent, under the Withholding Escrow Agreement and to release the Withholding Escrow Amount to the parties and at the times set out in the Withholding Escrow Agreement. For avoidance of doubt, the Withholding Escrow Amount shall not be released from escrow other than in accordance with the terms of the Withholding Escrow Agreement.

19. THIS COURT ORDERS that the Confidential Supplement to the Sixth Report is hereby sealed and shall not form part of the public record for a period of two years from the date of this order and upon the expiration of that period, unless otherwise ordered by the court, on notice to the Liquidator and CMHC, the Liquidator shall file a certificate with the court confirming that the Confidential Supplement to the Sixth Report be unsealed.

20. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, or 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 or to assist the Liquidator and its agents in carrying out the terms of this Order.



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

SEP 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.46, AS AMENDED

**BETWEEN:**

**ATTORNEY GENERAL OF CANADA**

Applicant

and

**MAPLE BANK GmbH**

Respondent

**LIQUIDATOR'S CERTIFICATE  
Approval And Vesting Order**

**RECITALS**

- A. Pursuant to an Order of Regional Senior Justice Morawetz of the Ontario Superior Court of Justice [Commercial List] (the "**Court**") dated February 16, 2016, KPMG Inc. was appointed under the provisions of the *Winding-Up and Restructuring Act* (Canada) as the Liquidator (the "**Liquidator**") of the business in Canada of Maple Bank GmbH ("**Maple Bank**") and of its assets, as defined in section 618 of the *Bank Act*, S.C. 1991, c.46, as amended.
- B. Pursuant to an Order of the Court dated September 27, 2016 (the "**Approval and Vesting Order**"), the Court approved the agreement of purchase and sale made as of September 12, 2016

(the "**Sale Agreement**") between the Liquidator and Equitable Bank (the "**Buyer**"), and provided for:

- i. the vesting in the Buyer 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 Buyer of a certificate confirming: (i) the payment by the Buyer of the Purchase Price for the Purchased Assets payable at Closing; (ii) that the conditions to Closing as set out in Sections 5.1, 5.2 and 5.3 of the Sale Agreement have been satisfied or waived by the Liquidator and the Buyer; (iii) the Transaction has been completed to the satisfaction of the Liquidator, subject to Post-Closing Adjustments (as defined in the Sale Agreement); and (iv) the payment by the Liquidator of the Cure Amounts to the applicable counterparties to the Assigned Contracts as described in paragraph 13 of the Approval and Vesting Order; and
  - ii. The assignment of the rights and obligations of Maple Bank under the agreements set out in Schedule "C" to the Approval and Vesting Order (the "**Assigned Contracts**") and the vesting of Maple Bank's right, title and interest in the Assigned Contracts to the Buyer, which assignment and vesting is to be effective with respect to the Assigned Contracts upon the delivery by the Liquidator to the Buyer of a certificate confirming: (i) the payment by the Buyer of the Purchase Price for the Purchased Assets payable at Closing; (ii) that the conditions to Closing as set out in Sections 5.1, 5.2 and 5.3 of the Sale Agreement have been satisfied or waived by the Liquidator and the Buyer; (iii) the Transaction has been completed to the satisfaction of the Liquidator, subject to Post-Closing Adjustments (as defined in the Sale Agreement); and (iv) the payment by the Liquidator of the Cure Amounts to the applicable counterparties to the Assigned Contracts as described in paragraph 13 of the Approval and Vesting Order; and
- 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 Buyer has paid and the Liquidator has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in Article 5 of the Sale Agreement have been satisfied or waived by the Liquidator and the Buyer;



3. The Transaction has been completed to the satisfaction of the Liquidator, subject to Post-Closing Adjustments; and
4. The Cure Amounts have been paid to the applicable counterparties to the Assigned Contracts in accordance with paragraph 13 of the Approval and Vesting Order.
5. 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**

**Name of Debtor:** Maple Bank GmbH

**As of:** September 16, 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	<b>20060330 1439 1590 4212</b> <b>Renewal: 99 years</b>
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 <b>GCD:</b> Collateral pledged under the Securities Loan Agreement dated November 6 <sup>th</sup> , 2007, as it may be amended, supplemented, restated or replaced from time to time.	<b>20120627 1445 1530 4477</b> <b>Amendment</b> 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

## Schedule "C" – Assigned Contracts

### A. Xceed Mortgage Corporation

1. Master Mortgage Purchase Agreement dated May 26, 2011 between Maple Bank GmbH, Toronto Branch and Xceed Mortgage Corporation
2. First Amending Agreement dated August 27, 2012 to the Master Mortgage Purchase Agreement between Maple Bank GmbH, Toronto Branch and Xceed Mortgage Corporation
3. Second Amending Agreement dated May 20, 2014 to the Master Mortgage Purchase Agreement between Maple Bank GmbH, Toronto Branch and Xceed Mortgage Corporation
4. Custodial Agreement dated May 26, 2011 between Maple Bank GmbH, Toronto Branch, Xceed Mortgage Corporation and Computershare Trust Company of Canada
5. Mortgage Administration Agreement dated May 26, 2011 between Maple Bank GmbH, Toronto Branch and Xceed Mortgage Corporation
6. Triparte Agreement dated May 26, 2011 between Maple Bank GmbH, Toronto Branch, Xceed Mortgage Corporation and MCAP Service Corporation

### B. myNext Mortgage Premier Trust / myNext Mortgage Company

1. Master Mortgage Purchase Agreement dated May 24, 2011 between Maple Bank GmbH, Toronto Branch and myNext Mortgage Premier Trust
1. First Amending Agreement dated December 21, 2011 to the Master Mortgage Purchase Agreement between Maple Bank GmbH, Toronto Branch and myNext Mortgage Premier Trust
2. Second Amending Agreement dated November 12, 2012 to the Master Mortgage Purchase Agreement between Maple Bank GmbH, Toronto Branch and myNext Mortgage Premier Trust
3. Third Amending Agreement dated May 23, 2013 to the Master Mortgage Purchase Agreement between Maple Bank GmbH, Toronto Branch and myNext Mortgage Premier Trust
4. Letter re Cash Collateral dated November 2, 2015 from Maple Bank GmbH, Toronto Branch to myNext Mortgage Premier Trust
5. Custodial Agreement dated May 24, 2011 between Maple Bank GmbH, Toronto Branch, MyNext Mortgage Premier Trust and Computershare Trust Company of Canada, as amended and restated by the Custodial Letter Agreement dated January 31, 2013 between Maple Bank GmbH, Toronto Branch, MyNext Mortgage Premier Trust and Computershare Trust Company of Canada

6. Mortgage Administration Agreement dated May 24, 2011 between Maple Bank GmbH, Toronto Branch and myNext Mortgage Company Limited (now known as Radius Financial Inc.)
7. Triparte Agreement dated May 24, 2011 between Maple Bank GmbH, Toronto Branch, myNext Mortgage Company Limited (now known as Radius Financial Inc.) and MCAP Service Corporation

**C. Paradigm Quest Inc.**

1. Master Mortgage Purchase Agreement dated February 4, 2013 between Maple Bank GmbH, Toronto Branch and Paradigm Quest Inc.
2. Letter re Cash Collateral dated December 14, 2015 from Maple Bank GmbH, Toronto Branch to Paradigm Quest Inc.
3. Custodial Agreement dated February 4, 2013 between Maple Bank GmbH, Toronto Branch, Paradigm Quest Inc. and Computershare Trust Company of Canada
4. Mortgage Administration Agreement dated February 4, 2013 between Maple Bank GmbH, Toronto Branch and Paradigm Quest Inc.

**D. Bridgewater Bank**

1. Master Mortgage Purchase Agreement dated February 15, 2012 between Maple Bank GmbH, Toronto Branch and Bridgewater Bank
2. Custodial Agreement dated February 15, 2012 between Maple Bank GmbH, Toronto Branch, Bridgewater Bank and Computershare Trust Company of Canada
3. Mortgage Administration Agreement dated February 15, 2012 between Maple Bank GmbH, Toronto Branch and Bridgewater Bank

**E. CFF Bank**

1. Master Mortgage Purchase Agreement dated December 19, 2014 between Maple Bank GmbH, Toronto Branch and CFF Bank
2. Custodial Agreement dated December 19, 2014 between Maple Bank GmbH, Toronto Branch, CFF Bank and Computershare Trust Company of Canada
3. Mortgage Administration Agreement dated December 19, 2014 between Maple Bank GmbH, Toronto Branch and CFF Bank

**F. Lakeview Loan Documents**

1. Credit and Security Agreement dated January 15, 2016 between Lakeview Mortgage Funding Trust I, Lakeview Mortgage Funding Inc. and Maple Bank GmbH, Toronto Branch
2. Intercreditor Agreement dated January 15, 2016 between Maple Bank GmbH, Toronto Branch, Trez Capital (2011) Corporation, in its capacity as general partner of Trez

Capital Limited Partnership, Lakeview Mortgage Funding Inc. and Computershare Trust Company of Canada, in its capacity as trustee of Lakeview Mortgage Funding Trust I, by its administrative agent, Lakeview Mortgage Funding Inc.

3. Title Custodian Quadpartite Agreement dated January 15, 2016 between Computershare Trust Company of Canada, in its capacity as trustee of Lakeview Mortgage Funding Trust I, by its administrative agent, Lakeview Mortgage Funding Inc., Computershare Trust Company of Canada, Maple Bank GmbH, Toronto Branch and Trez Capital (2011) Corporation, in its capacity as general partner of Trez Capital Limited Partnership
4. Servicer Quadpartite Agreement dated January 15, 2016 between Computershare Trust Company of Canada, in its capacity as trustee of Lakeview Mortgage Funding Trust I, by its administrative agent, Lakeview Mortgage Funding Inc., Paradigm Quest Inc., Maple Bank GmbH, Toronto Branch and Trez Capital (2011) Corporation, in its capacity as general partner of Trez Capital Limited Partnership

**Schedule "D" – Cure Amounts**

(As of August 31, 2016)

**A. Xceed Mortgage Corporation Origination Agreement**

1.	Reserve Amount:	\$0
2.	Origination Reserve Excess as of August 31, 2016:	\$0
3.	Cure Amount:	\$0

**B. myNext Mortgage Premier Trust / myNext Mortgage Company Origination Agreement**

1.	Reserve Amount:	\$4,013,433
2.	Origination Reserve Excess as of August 31, 2016:	\$383,637
3.	Cure Amount:	\$383,637

**C. Paradigm Quest Inc. Origination Agreement**

1.	Reserve Amount:	\$427,473
2.	Origination Reserve Excess as of August 31, 2016:	\$20,498
3.	Cure Amount:	\$20,498

**D. Bridgewater Bank Origination Agreement**

1.	Reserve Amount:	\$1,312,043
2.	Origination Reserve Excess as of August 31, 2016:	\$150,121
3.	Cure Amount:	\$150,121

**E. CFF Bank Origination Agreement**

1.	Reserve Amount:	\$1,069,604
2.	Origination Reserve Excess as of August 31, 2016:	\$82,971
3.	Cure Amount:	\$82,971

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

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

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

PROCEEDING COMMENCED AT  
TORONTO

**APPROVAL AND VESTING ORDER**

**GOWLING WLG (CANADA) LLP**

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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.