

Sept. 27, 2016

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

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

ATTORNEY GENERAL OF CANADA

- and - MAPLE BANK GmbH

Applicant

Respondent

A. MacFarlane et T. Gertner for KPMG Inc. Liquidator  
M. Mongeban + P. Hamilton for German Administrator  
R. Jacques, P. Ducharme, R. Turso + E. Ferrerina for CMHC  
M. Fleming for Bodeux  
B. Emery for Paradigm Trust Inc.  
C. Burr + M. Selick for NLAP  
N. Meredith for Bridgewater Bank  
V. Santhier for Purchase

KPMG Inc, in its capacity as liquidator of Maple Bank GmbH  
seeks approval of a sale transaction (the "Egmontale  
Transaction"), the effect of which would be to vest  
the Maple Bank's in Egmontale Bank. As part of the  
Egmontale Transaction there is a anticipated  
assignment to Egmontale of all of Maple  
Bank's rights and obligations in connection

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

MOTION RECORD  
(returnable September 27, 2016)

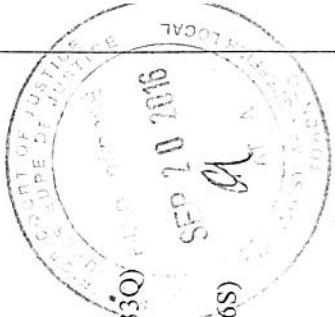
GOWLING WLG (CANADA) LLP  
1 First Canadian Place, Suite 1600  
100 King Street West  
Toronto, Ontario M5X 1G5

Alex MacFarlane (LSUC No.: 28133Q)  
[alex.macfarlane@gowlingwlg.com](mailto:alex.macfarlane@gowlingwlg.com)

Thomas Gertner (LSUC No.: 67756S)  
[thomas.gertner@gowlingwlg.com](mailto:thomas.gertner@gowlingwlg.com)

Tel: (416) 862-7525  
Fax: (416) 862-7661

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



with the Assigned Contracts (as defined in the factum),  
and a declaration that Maple Bank has no  
interest in the Pools, the Mortgages, the Maple Bank  
NHA MBS, or as an Issuer of NHA MBS,  
except for the Mortgages in collection and receipt  
as owner of the Maple Bank NHA MBS and the  
Defaulted Mortgages.

The liquidator ~~has~~ previously obtained  
approval of the Trustee Process and  
I am satisfied that an extensive and  
fair sales process has been undertaken.

I am also satisfied that the Equitable  
Transactions will maximize value for the  
estate and is in the best interest of  
the Toronto Branch's various creditors  
and estate Holders.

In arriving at my conclusion, I have  
reviewed the impertinent facts  
submitted by counsel to the Liquidator.  
The facts reference that the Liquidator  
has obtained the consent of each of  
the counterparties to the Assigned  
Contracts for the assignment of  
the Assigned Contracts, where

such consent is required.

Consent to the liquidation conferred  
That all counterparties have been  
served with the notice materials.  
Further, no party raised opposition to  
the relief sought.

It was specifically noted that  
Radco did not oppose the  
requested relief.

I am satisfied that the Court  
has jurisdiction under s. 35(1) of the  
WVRA to grant an order assigning  
the contracts to which an  
authorized foreign bank in liquidation  
is a party.

Accordingly the Equitable Transactions  
is approved in the form  
requested.

A sealing order is also sought with respect to the captioned Inquest to the Sixth Report. I am satisfied that the supplement contains sensitive commercial information, the disclosure of which could be harmful to State Interests. Having considered the Sierra Club principles, I am satisfied that the document should be sealed. Taking into account the public policy concerns of ~~was~~ put forth by counsel to the Legislature, I am satisfied that the captioned Inquest should be sealed for a period of 2 years from the date of the order.

As the result, the motion is granted.

## 6.7 Appointment.

Each of the Vendor and Purchaser hereby appoints the Escrow Agent as escrow agent hereunder and the Escrow Agent acknowledges and confirms such appointment.

## 6.8 Counterparts.

This Escrow Agreement may be executed in several counterparts, each of such counterparts when executed shall constitute an original document, and such counterparts taken together shall constitute one and the same instrument. Counterparts may be executed either in original or faxed form or in other electronically transmitted form (including by electronic mail or PDF) and the parties adopt any such signature as the original signature of the parties provided that any party providing its signature in such manner shall promptly forward to the other party an original of the signed copy of this Agreement which was faxed or sent by other electronic form.

**[REMAINDER OF PAGE INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS]**

The parties submitted two orders, ~~to~~  
Both orders have been the subject  
of extensive negotiation.  
I am satisfied with the form of  
the orders and both have been  
signed.

*[Signature]* RST.