

ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

THE HONOURABLE REGIONAL )  
SENIOR JUSTICE MORAWETZ )

WEDNESDAY, THE 8<sup>TH</sup>  
DAY OF JUNE, 2016

IN THE MATTER OF MAPLE BANK GMBH

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

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

**BETWEEN:**



THE ATTORNEY GENERAL OF CANADA

Applicant

- and -

MAPLE BANK GMBH

Respondent

**CLAIMS PROCEDURE ORDER**

**THIS MOTION**, made by KPMG Inc., in its capacity as the liquidator (the “**Liquidator**”) in respect of the winding up of the business in Canada (the “**Business**”) of Maple Bank GmbH (the “**Toronto Branch**”) and its related assets as defined under section 618 of the *Bank Act* (the “**Assets**”), for an Order substantially in the form included in the Motion Record of the Liquidator was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, the third report of the Liquidator dated June 2, 2016, and on hearing the submissions of counsel for the Liquidator, the German Insolvency Administrator, Canada Mortgage and Housing Corporation and the other parties in attendance, no one appearing for the other parties served with the Motion Record of the Liquidator, although duly served as appears from the affidavit of service of Frances Dunne sworn June 2, 2016, filed:

### **SERVICE**

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record filed by the Liquidator in support of this Motion be and it is hereby abridged such that the Motion is properly returnable today.

### **LIQUIDATOR'S ROLE**

2. **THIS COURT ORDERS** that the Liquidator, in addition to its prescribed rights and obligations under the WURA (as hereinafter defined) and under the Winding-Up Order of this Court dated February 16, 2016 (the "**Winding-Up Order**"), is hereby directed and empowered to take such other actions and fulfill such other roles as are authorized by this Order.

### **THE CLAIMS PROCESS**

3. **THIS COURT ORDERS** that the following terms shall have the following meanings ascribed thereto:
  - (a) "**Acknowledgment of Claim**" means the notice, in substantially the form attached as Schedule "**E**" hereto, advising a Creditor that the Liquidator has acknowledged the Creditor's Claim as set out in the Proof of Claim and will be used in determining any distribution made to the Creditors of Maple Bank;
  - (b) "**Business Day**" means a day, other than a Saturday or a Sunday, on which banks

are generally open for business in Toronto, Ontario;

(c) **“Claim”** means:

(i) any right of any Person against the Toronto Branch in connection with any indebtedness, liability or obligation of any kind of the Toronto Branch, whether liquidated, unliquidated, fixed, certain, ascertained, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known, or unknown, by guarantee, surety or otherwise and whether or not such right is executory in nature, including the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole or in part on facts existing on or prior to the Winding-Up Date or which would have been claims provable in bankruptcy had the Toronto Branch become bankrupt on the Winding-Up Date, and any indebtedness, liability or obligation of any kind arising out of the liquidation of the Business and the Assets, including without limiting the generality of the foregoing the termination, repudiation or disclaimer of any lease, contract, employment agreement or other agreement after the Winding-Up Date (each a **“Claim”**, and collectively, the **“Claims”**); and,

(ii) any right of any Person against the Principals of the Toronto Branch that relates to the Claims for which the Principals of the Toronto Branch are by law liable to pay in such capacity.

(d) **“Claims Officer”** means Kevin McElcheran, as designated by the Liquidator and

approved by the Court;

- (e) **“Court”** means the Ontario Superior Court of Justice [ Commercial List];
- (f) **“Creditor”** means any Person having a Claim;
- (g) **“Dispute Notice”** means a written notice to the Liquidator, in substantially the form attached as Schedule **“F”** hereto, delivered to the Liquidator by a Creditor who has received a Notice of Disallowance, of its intention to dispute such Notice of Disallowance and provide further evidence to support its claim;
- (h) **“Disputing Creditor”** means a Creditor that has delivered to the Liquidator a Dispute Notice within the time periods provided for in the Dispute Notice;
- (i) **“E-Service Protocol”** means the E-Service Protocol adopted by the Commercial List and adopted by reference in the Winding-Up Order;
- (j) **“Instruction Letter”** means the instruction letter from the Liquidator to the Creditors, in substantially the form attached as Schedule **“B”** hereto;
- (k) **“Known Creditors”** means:
  - (i) those Creditors which the books and records of the Toronto Branch disclose were owed monies by the Toronto Branch as of the Winding-Up Date and which monies remain unpaid in whole or in part;
  - (ii) any Person who commenced a legal proceeding against the Toronto Branch which legal proceeding was commenced and served upon the Toronto Branch prior to the Winding-Up Date;
  - (iii) any Person who is party to a lease, contract, employment agreement or other agreement of the Toronto Branch which was terminated or disclaimed by the Liquidator between the Winding-Up Date and the date

of this Order; and

- (iv) any other Creditor actually known to the Liquidator as at the date of this Order;
- (l) **“Notice of Disallowance”** means the notice, in substantially the form attached as Schedule **“D”** hereto, advising a Creditor that the Liquidator has revised or rejected all or part of such Creditor’s Claim as set out in the Proof of Claim;
- (m) **“Notice to Creditors”** means the notices to Creditors for publication in the newspapers listed in paragraph 5(b) in substantially the form attached as Schedule **“A”** hereto;
- (n) **“Person”** means any individual, partnership, joint venture, trust, corporation, bank, credit union, foreign bank, unincorporated organization, government or agency or instrumentality thereof, or any other juridical entity howsoever designated or constituted;
- (o) **“Principal”** means all current and former officers of the Toronto Branch;
- (p) **“Proof of Claim”** means the form of Proof of Claim in substantially the form attached as Schedule **“C”** hereto;
- (q) **“Proof of Claim Document Package”** means a document package that includes a copy of the Instruction Letter, a Proof of Claim, and such other materials as the Liquidator may consider appropriate or desirable;
- (r) **“Proven Claim”** has the meaning ascribed to that term in paragraph 4 of this Order;
- (s) **“Secured Claim”** means any Claim or portion thereof that is secured by a security interest, pledge, mortgage, lien, hypothec or charge on any property of

the Toronto Branch, but only to the extent of the value of the security in respect of the Claim;

- (t) “**Winding-Up Date**” means February 16, 2016;
- (u) “**Winding-Up Order**” has the meaning ascribed to that term in paragraph 2 of this Order; and
- (v) “**WURA**” means *Winding-Up and Restructuring Act*, R.S.C. 1985, c. W-11, as amended.

#### **DETERMINATION OF PROVEN CLAIM**

- 4. **THIS COURT ORDERS** that the amount and status of every Claim of a Creditor as finally determined in accordance with the forms and procedures hereby authorized (a “**Proven Claim**”), including any determination as to the nature, amount, value, priority or validity of any Claim, including any Secured Claim, shall be final for all purposes, including without limitation, for any distribution made to creditors of the Toronto Branch.

#### **NOTICE TO CREDITORS**

- 5. **THIS COURT ORDERS** that:
  - (a) the Liquidator shall no later than five (5) Business Days following the making of this Order, post a copy of the Proof of Claim Document Package on its website, and deliver to each of the Known Creditors (for which it has an address) a copy of the Proof of Claim Document Package;
  - (b) the Liquidator shall no later than ten (10) days following the making of this Order, cause to be published on or before June 18, 2016, the Notice to Creditors in The National Edition of *The Globe and Mail*, and the International Edition of

*The Wall Street Journal* providing notice that, *inter alia*, all Creditors must file the Proof of Claim with the Liquidator by 4:00 p.m. (Eastern Standard Time) on September 19, 2016 ; and

- (c) the Liquidator shall deliver, as soon as reasonably possible, following receipt of a request therefore a copy of the Proof of Claim Document Package to any Person claiming to be a Creditor and requesting such material.

## **PROOFS OF CLAIM**

### **6. THIS COURT ORDERS that:**

- (a) the Liquidator may, where it is satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Order as to completion and execution of Proofs of Claim; and
- (b) any Claims denominated in any currency other than Canadian dollars shall, for the purposes of this Order, be converted to, and constitute obligations in, Canadian dollars, such calculation to be effected by the Liquidator using the Bank of Canada noon spot rate on the Winding-Up Date. The rate of exchange on that date for the Canadian Dollar/U.S. Dollar was US \$1/CAD \$1.3860 and for the Canadian Dollar/EURO was EURO 1/CAD \$ 1.5439.

## **REVIEW OF PROOFS OF CLAIM**

- ### **7. THIS COURT ORDERS that the Liquidator shall review all Proofs of Claims filed and, subject to consulting with the German Insolvency Administrator, shall accept or disallow (in whole or in part) the amount and/or status of the Claim set out therein. At any time, the Liquidator may request additional information with respect to the Claim, and may request that the Creditor file a revised Proof of Claim. The form of Notice of**

Disallowance is attached hereto as Schedule “D”.

8. **THIS COURT ORDERS** that where a Claim has been accepted by the Liquidator pursuant to the Acknowledgement of Claim, substantially in the form of the Acknowledgement of Claim attached hereto as Schedule “E”, such Claim shall constitute such Creditor’s Proven Claim for distribution in accordance with sections 76 and 158.1 of WURA, as applicable.
9. **THIS COURT ORDERS** that where a Claim has been disallowed (in whole or in part), the disallowed Claim (or disallowed portion thereof) shall not be a Proven Claim unless the Creditor has disputed the disallowance and proven the disallowed Claim (or portion thereof) in accordance with paragraphs 10 to 15 of this Order.

#### **DISPUTE NOTICE**

10. **THIS COURT ORDERS** that any Creditor who intends to dispute a Notice of Disallowance shall file a Dispute Notice with the Liquidator as soon as reasonably possible but in any event such that such Dispute Notice shall be received by the Liquidator on or before 4:00 p.m. (Eastern Standard) on the day that is fourteen (14) days after the Liquidator sends the Notice of Disallowance in accordance with paragraph 7 of this Order. The filing of a Dispute Notice with the Liquidator within the time limited therefore shall constitute an application to have the amount or status of such Claim determined as set out in paragraphs 13 to 15 hereof. The form of the Dispute Notice is attached, hereto, as Schedule “F”.
11. **THIS COURT ORDERS** that where a Creditor that receives a Notice of Disallowance fails to file a Dispute Notice with the Liquidator within the time limited therefore, the amount and status of such Creditor’s Claim shall be deemed to be as set out in the Notice of Disallowance and such amount and status, if any, shall constitute such Creditor’s



Proven Claim.

## **RESOLUTION OF CLAIMS**

12. **THIS COURT ORDERS** that as soon as practicable after the delivery of the Dispute Notice to the Liquidator, the Disputing Creditor and the Liquidator shall attempt to resolve and settle the Disputing Creditor's Claim.
13. **THIS COURT ORDERS** that in the event that the dispute between the Disputing Creditor and the Liquidator is not settled within a time period or in a manner satisfactory to the Liquidator, the Liquidator may refer the dispute to a Claims Officer for determination, or in the alternative may bring the dispute before the Court for determination. If the Liquidator refers the dispute to a Claims Officer for determination, then (i) the Claims Officer shall determine the manner, if any, in which evidence may be brought before the Claims Officer by the parties as well as any other matters, procedural or substantive, which may arise in respect of the Claim Officer's determination of a Disputing Creditor's Claim, and (ii) the provisions of paragraphs 13 to 15 of this Order shall apply to the determination by the Claims Officer.
14. **THIS COURT ORDERS** that the Claims Officer shall, by no later than thirty (30) days from the referral of such claim to the Claims Officer by the Liquidator (or such other period as the Claims Officer and the Liquidator may agree), notify the Creditor and the Liquidator in writing of the Claims Officer's determination of the amount and status of such Creditor's Claim.
15. **THIS COURT ORDERS** that the Claims Officer's determination of any Creditor's Proven Claim as set out herein shall be final and binding, unless within ten (10) days of the date of the Claims Officer's determination the Disputing Creditor, or the Liquidator, as the case may be, serves and files with the Court a notice of motion, along with

supporting affidavit evidence, in the case of the Disputing Creditor, and a further report from the Liquidator, if required, to appeal the Claims Officer's determination.

#### **NOTICE OF TRANSFEREES**

16. **THIS COURT ORDERS** that if, after the Winding-Up Date, the holder of a Claim on the Winding-Up Date, or any subsequent holder of the whole of a Claim transfers or assigns the whole of such Claim to another Person the Liquidator shall not be obligated to give notice to, or to otherwise deal with a transferee or assignee of a Claim as the Creditor in respect thereof unless and until an actual notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been received by the Liquidator, and thereafter such transferee or assignee shall for the purposes hereof constitute the "Creditor" in respect of such Claim. Any such transferee or assignee of a Claim, and such Claim, shall be bound by any notices given or steps taken in respect of such Claim in accordance with this Order prior to receipt by the Liquidator of satisfactory evidence of such transfer or assignment.
  
17. **THIS COURT ORDERS** that if, after the Winding-Up Date, the holder of a Claim on the Winding-Up Date, or any subsequent holder of the whole of a Claim, transfers or assigns the whole of such Claim to more than one Person or part of such Claim to another Person or Persons, such transfer or assignment shall not create a separate Claim or Claims and such Claim shall continue to constitute and be dealt with as a single Claim notwithstanding such transfer or assignment, and the Liquidator shall in each such case not be bound to recognize any such transfer or assignment and shall be entitled to give notices to and to otherwise deal with such Claim only as a whole and then only to and with the Person last holding such Claim in whole as the Creditor in respect of such Claim, provided such Creditor may by notice in writing to the Liquidator direct that

subsequent dealings in respect of such Claim, but only as a whole, shall be with a specified Person and in such event, such Creditor, such transferee or assignee of the Claim and the whole of such Claim shall be bound by any notices given or steps taken in respect of such Claim by or with respect to such Person in accordance with this Order.

18. **THIS COURT ORDERS** that nothing contained in this Order, or the Claims Procedure, 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 Insolvency Administrator as provided for in paragraph 8 of the Winding-Up Order dated February 16, 2016.

#### **SERVICE AND NOTICE**

19. **THIS COURT ORDERS** that the Liquidator be at liberty to deliver the Proof of Claim Document Package, and any letters, notices or other documents to Creditors or other interested Persons, pursuant to the E-Service Protocol and the service of documents in accordance with the E-Service Protocol shall be valid and effective service. Subject to Rule 17.05 of the *Rules of Civil Procedure*, this Order shall constitute an order for substituted service pursuant to Rule 16.04. Subject to Rule 3.01(d) and paragraph 21 of the E-Service Protocol, service of documents in accordance with the E-Service Protocol will be effective on transmission.
20. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the E-Service Protocol is not practical, the Liquidator is at liberty to serve, or distribute any documents or materials by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, or facsimile transmission to such Persons at the address as last shown on the records of the Toronto Branch and that any such service or notice 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. Notwithstanding anything to the contrary in this paragraph 20, Disallowances of Claims shall also be sent only by registered mail or by courier.

21. **THIS COURT ORDERS** that any notice or other communication (including, without limitation, Proofs of Claim and Dispute Notices) to be given under this Order by a Creditor to the Liquidator shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if given pursuant to the E-Service Protocol, or if not practicable, by prepaid ordinary mail, courier, personal delivery or facsimile transmission addressed to:

KPMG Inc., in its Capacity as Court-Appointed Liquidator of the Business in  
Canada of Maple Bank GmbH (Toronto Branch)

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

Attention: Sven Dedic  
Telephone: (416) 777-3091  
E-mail: [sdedic@kpmg.ca](mailto:sdedic@kpmg.ca)  
Fax: (416) 777-3364

Any such notice or other communication by a Creditor shall be deemed received only upon actual receipt thereof during normal business hours on a Business Day.

#### **MISCELLANEOUS**

22. **THIS COURT ORDERS** that this Order has no application to any claim that may be asserted by the Liquidator or its counsel, or agents in respect of the winding up of the Toronto Branch.
23. **THIS COURT ORDERS** that the German Insolvency Administrator, as appointed over

the estate of Maple Bank GmbH (Frankfurt), shall not be obligated or required to file a Proof of Claim, on behalf of Maple Bank GmbH (Frankfurt), with the Liquidator in accordance with paragraph 6(b), hereof, in order to be entitled to a distribution or release of surplus assets of the Toronto Branch in accordance with section 158.1(2) of WURA.

24. **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 À TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO:

JUN 08 2016

PER / PAR: 

**SCHEDULE "A"**

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**NOTICE TO CREDITORS  
of MAPLE BANK GmbH, TORONTO BRANCH  
(also known as Maple Bank – Toronto Branch )  
(hereinafter referred to as "Maple Bank")**

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**RE: NOTICE OF CLAIMS PROCEDURE FOR MAPLE BANK PURSUANT TO THE  
WINDING-UP AND RESTRUCTURING ACT (the "WURA")**

**PLEASE TAKE NOTICE** that this notice is being published pursuant to an Order of the Superior Court of Justice of Ontario [Commercial List] made June 8, 2016 (the "Claims Procedure Order"). Maple Bank's creditors should have received Proof of Claim packages by mail, if those creditors are known to KPMG Inc. in its capacity as court-appointed liquidator of the business in Canada of Maple Bank and its assets as defined in section 618 of the *Bank Act* (the "Liquidator"), and if the Liquidator has a current address. Creditors may also obtain the Order and a Proof of Claim package from the website of the Liquidator, at <http://www.kpmg.com/ca/maplebank> or by contacting the Liquidator by telephone (416) 777-3091 or by fax (416) 777-3364 .

Proofs of Claim must be submitted to the Liquidator for any claim against Maple Bank, whether unliquidated, contingent or otherwise, in each case where the claim (i) arose on or prior to February 16, 2016 (the "Winding-Up Date"), or (ii) arose after the Winding-Up Date as a result of the termination, repudiation or disclaimer of any lease, contract, employment agreement, or other agreement. Please consult the Proof of Claim package for more details.

**Completed Proofs of Claim must be received by the Liquidator by 4:00 p.m. (Eastern Standard Time) on September 19, 2016. It is your responsibility to ensure that the Liquidator receives your Proof of Claim by the above-noted time and date.**

**TAKE NOTE THAT FAILURE TO SEND IN A PROOF OF CLAIM BY SEPTEMBER 19, 2016 WILL RESULT IN DISTRIBUTIONS BEING MADE WITHOUT REGARD TO ANY CLAIM NOT SENT IN BY THAT DATE.**

**DATED** at Toronto this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

KPMG Inc. in its capacity as Court-appointed  
Liquidator of Maple Bank GmbH, (Toronto Branch)  
Bay Adelaide Centre  
333 Bay Street, Suite 4600  
Toronto, ON M5H 2S5  
Canada

Attention: Sven Dedic: [sdedic@kpmg.ca](mailto:sdedic@kpmg.ca)  
Fax: (416) 777-3364  
Phone: (416) 777-3091

## SCHEDULE "B"

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**INSTRUCTION LETTER FOR THE CLAIMS PROCEDURE  
OF MAPLE BANK GmbH, TORONTO BRANCH**  
(also known as Maple Bank – Toronto Branch)  
(hereinafter referred to as "Maple Bank")

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### A. CLAIMS PROCEDURE

By Order of the Superior Court of Justice of Ontario [Commercial List] made June 8, 2016 under the *Winding-Up and Restructuring Act* (the "WURA"), KPMG Inc. in its capacity as court-appointed liquidator of the business in Canada of Maple Bank and its assets as defined in section 618 of the *Bank Act* (the "Liquidator") has been authorized to conduct a claims procedure under WURA (the "Claims Procedure").

The Claims Procedure is intended for any Person with: (i) any claims of any kind or nature whatsoever, against Maple Bank, that arose on or prior to February 16, 2016 (the "Winding-Up Date"), unliquidated, contingent or otherwise; and (ii) any claim arising after the Winding-Up Date to and including as a result of the termination, repudiation or disclaimer of any lease, contract, employment agreement or other agreement (collectively, the "Claims"). Please review the enclosed material for the complete definition of Claim and Secured Claim.

### B. CREDITORS SUBMITTING A PROOF OF CLAIM

If you believe that you have a Claim against Maple Bank, you will have to file a Proof of Claim with the Liquidator. **It is important that the Proof of Claim form be correctly completed and delivered to the Liquidator by September 19, 2016.** The following points are set out to assist you:

- (a) The Proof of Claim form must be completed in its entirety.
- (b) Ensure you include your complete name and address, where all notices or correspondence regarding your claim are to be forwarded.
- (c) If the form is completed by some person on behalf of the creditor, that person must state his or her authority and the capacity in which he or she is acting.
- (d) You are required to provide a calculation of the claim and all supporting documentation.

- (e) The amount of your claim should be calculated to the date of the Winding-Up Date, or as of the date of the termination, repudiation or disclaimer of any lease, contract, employment agreement, or other agreement.
- (f) In Section D chose the appropriate subsection(s) (i), (ii), (iii), (iv) or (v) which properly applies to the status of your claim.
- (g) Ensure the form is dated, witnessed and signed in the appropriate places.
- (h) Mail the completed Proof of Claim form together with Schedule A to:

KPMG Inc. in its capacity as Court-appointed  
Liquidator of Maple Bank GmbH, (Toronto Branch)  
Bay Adelaide Centre  
333 Bay Street, Suite 4600  
Toronto, ON M5H 2S5  
Canada

Attention: Sven Dedic: [sdedic@kpmg.ca](mailto:sdedic@kpmg.ca)  
Fax: (416) 777-3364  
Phone: (416) 777-3091

- (a) Additional Proof of Claim forms and other information, including the Order creating the Claims Procedure, can be obtained from the Liquidator's website at <http://www.kpmg.com/ca/maplebank>, or by contacting the Liquidator at the telephone and fax numbers indicated above and providing particulars as to your name, address and facsimile number.
- (b) **THE PROOF OF CLAIM MUST BE RECEIVED BY THE LIQUIDATOR BY 4:00 P.M. (EASTERN STANDARD TIME) ON SEPTEMBER 19, 2016.**
- (c) **IT IS YOUR RESPONSIBILITY TO ENSURE THAT THE LIQUIDATOR RECEIVES YOUR PROOF OF CLAIM BY THE ABOVE-NOTED TIME AND DATE. FAILURE TO SUBMIT A PROPERLY COMPLETED PROOF OF CLAIM BY SEPTEMBER 19, 2016 WILL RESULT IN DISTRIBUTIONS BEING MADE BY THE LIQUIDATOR WITHOUT REGARD TO THAT CLAIM.**



**SCHEDULE "C"**

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**PROOF OF CLAIM RELATING TO  
MAPLE BANK GmbH, TORONTO BRANCH**  
(also known as Maple Bank – Toronto Branch)  
(hereinafter referred to as "Maple Bank")

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Please read carefully the enclosed Instruction Letter **BEFORE COMPLETING** this Proof of Claim.

**A. PARTICULARS OF CREDITOR:**

1. Full Legal Name of Creditor: \_\_\_\_\_

\_\_\_\_\_  
(the "Creditor"). (Full legal name should be the name of the original Creditor of Maple Bank, notwithstanding whether an assignment of a Claim, or a portion thereof, has occurred following February 16, 2016 (the "Winding-Up Filing Date").

2. Full Mailing Address of the Creditor (the original Creditor not the Assignee):  
\_\_\_\_\_  
\_\_\_\_\_

3. Has the Claim been sold or assigned by the Creditor to another party [check (X) one]?

Yes  No

**B. PARTICULARS OF ASSIGNEE(S) (IF ANY):**

4. Full Legal Name of Assignee(s): \_\_\_\_\_

\_\_\_\_\_  
(If Claim has been assigned, insert full legal name of assignee(s) of Claim (If all or a portion of the Claim has been sold). If there is more than one assignee, please attach a separate sheet with the required information.)

5. Full Mailing Address of Assignee(s): \_\_\_\_\_  
\_\_\_\_\_

- 6. Telephone Number of Assignee(s): \_\_\_\_\_
- 7. E-Mail Address: \_\_\_\_\_
- 8. Facsimile Number: \_\_\_\_\_
- 9. Attention (Contact Person): \_\_\_\_\_

**C. PROOF OF CLAIM:**

I, \_\_\_\_\_ [name of Creditor or Representative  
of the Creditor], of \_\_\_\_\_  
(city and province)  
do hereby certify:

- (a) that I [check (X) one]
  - am the Creditor of Maple Bank; OR
  - am \_\_\_\_\_ (state position or title) of  
\_\_\_\_\_  
(name of creditor)

(b) that I have knowledge of all the circumstances connected with the Claim referred to below;

(c) the Creditor asserts its claim against Maple Bank; and

(d) Maple Bank was/were and still is/are indebted to the Creditor as specified in the calculation (or affidavit) attached and marked as Schedule "A", after deducting any counterclaims' to which Maple Bank is entitled. (the attached calculation, or affidavit must include all evidence in support of the claim):

(i) CLAIM ARISING ON OR PRIOR TO THE WINDING-UP DATE:

\$ \_\_\_\_\_ CAD.

(ii) INTERIM PERIOD CLAIM:

\$ \_\_\_\_\_ CAD

(Interim Period Claim against Maple Bank arising from the termination, repudiation or disclaimer of any lease, contract, employment agreement or other agreement after the Winding-Up Date to and including June 8, 2016.)

(iii) SUBSEQUENT PERIOD CLAIM:

\$ \_\_\_\_\_ CAD

(Subsequent Period Claim against Maple Bank arising from the termination, repudiation or disclaimer of any lease, contract, employment agreement or other agreement after June 8, 2016.)

TOTAL CLAIM: \$ \_\_\_\_\_ [total (i) plus (ii) plus (iii)] CAD

(Claims in a foreign currency are to be converted to Canadian Dollars at the Bank of Canada noon spot rate as at the Winding-Up Filing Date. The Canadian Dollar/U.S. Dollar rate of exchange on that date was US \$1/CAD \$1.3860 and the Canadian Dollar/EURO was EURO 1/ CAD \$ 1.5439.)

**D. NATURE OF CLAIM**

(check (X) one and complete appropriate category)

(I) EMPLOYEE CLAIM OF

\$ \_\_\_\_\_

That in respect of this debt, I do not hold any security and

(Check (X) appropriate description)

Regarding the amount of \$ \_\_\_\_\_

I do not claim a right to a priority.

That in respect of this debt, I do not hold any security and

(Set out on an attached sheet details to support priority claim.)

Regarding the amount of \$ \_\_\_\_\_

I claim a right to be treated as a preferred creditor pursuant to section 158.1(1)(b) of the WURA.

(II) SECURED CLAIM OF

\$ \_\_\_\_\_

That in respect of this debt, I hold security valued at \$ \_\_\_\_\_

particulars of which are as follows: \_\_\_\_\_

(III) UNSECURED CLAIM OF

\$ \_\_\_\_\_

(IV) HER MAJESTY IN RIGHT OF CANADA CLAIM OF

\$ \_\_\_\_\_

(V) HER MAJESTY IN RIGHT OF PROVINCE CLAIM OF

\$ \_\_\_\_\_

**E. PARTICULARS OF CLAIM:**

Other than as already set out herein the particulars of the undersigned's total Claim are attached.

(Provide all particulars of the Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Claim, name of any guarantor which has guaranteed the Claim, and amount of invoices, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by Maple Bank to the Creditor and estimated value of such security, and particulars of any interim period claim. If an affidavit is attached it must have been made by a person qualified to take affidavits.)

Date at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Creditor

Phone Number:  
Fax Number:  
E-mail Address:

**THIS PROOF OF CLAIM MAY BE SUBMITTED TO THE LIQUIDATOR BY PREPAID ORDINARY MAIL, COURIER, PERSONAL DELIVERY OR ELECTRONIC OR FACSIMILE TRANSMISSION AT THE FOLLOWING ADDRESS:**

KPMG Inc. in its capacity as Court-appointed  
Liquidator of Maple Bank GmbH, (Toronto Branch)  
Bay Adelaide Centre  
333 Bay Street, Suite 4600  
Toronto, ON M5H 2S5  
Canada

Attention: Sven Dedic: [sdedic@kpmg.ca](mailto:sdedic@kpmg.ca)  
Fax: (416) 777-3364  
Phone: (416) 777-3091

**SCHEDULE "D"**

**MAPLE BANK GMBH, TORONTO BRANCH**

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**REFERENCE NUMBER [GB]  
NOTICE OF DISALLOWANCE**

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TO: [insert name of creditor]

KPMG 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* hereby gives you notice that it has reviewed your Claim and has revised or rejected your Claim as follows:

		<b>The Proof of Claim as Submitted</b>	<b>The Claim as Accepted</b>
A.	Claim relating to facts existing on or prior to February 16, 2016.		
B.	Interim Period Claim arising after February 16, 2016 to and including June 8, 2016.		
C.	Subsequent Period Claim arising after June 8, 2016.		
D.	Total Claim		

**D. Reasons for Disallowance or Revision:**

[insert explanation]

If you do not agree with this Notice of Disallowance, please take notice of the following:

1. If you dispute this Notice of Disallowance, you must, no later than 4:00 p.m. (Eastern Standard Time) on [INSERT DATE, being fourteen (14) days after the Notice of Disallowance is sent by the Liquidator (see paragraph 10 of the Claims Procedure Order)], notify the Liquidator by delivery of a Dispute Notice in accordance with the accompanying Instruction Letter. The form of Dispute Notice is enclosed.

If you do not deliver a Dispute Notice, your Claim shall be deemed to be as set out in this Notice of Disallowance.

2. **IF YOU FAIL TO TAKE ACTION WITHIN THE PRESCRIBED TIME PERIOD, THIS NOTICE OF DISALLOWANCE WILL BE BINDING UPON YOU.**

**DATED** at Toronto, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

KPMG Inc. in its capacity as Court-appointed  
Liquidator of Maple Bank GmbH, (Toronto Branch)  
Bay Adelaide Centre  
333 Bay Street, Suite 4600  
Toronto, ON M5H 2S5  
Canada

Attention: Sven Dedic: [sdedic@kpmg.ca](mailto:sdedic@kpmg.ca)  
Fax: (416) 777-3364  
Phone: (416) 777-3091

**SCHEDULE "E"**

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**ACKNOWLEDGEMENT OF CLAIM RELATING TO MAPLE BANK GmbH  
(TORONTO BRANCH)**

(also known as Maple Bank – Toronto Branch )  
(hereinafter referred to as "Maple Bank")

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**TO: [FULL NAME AND ADDRESS OF CREDITOR]**

**PARTICULARS OF CLAIM:**

KPMG Inc. in its capacity as Court-appointed liquidator of the business in Canada of Maple Bank and its assets as defined in Section 618 of the *Bank Act* has reviewed your Proof of Claim submitted on ●, 2016 and agrees with the amount claimed by you, being \$●. In accordance with the Claims Procedure Order, your claim in the amount of \$● is a Proven Claim, and as such no further action is required by you.

The Claim or Claims described above are, collectively, the "Acknowledged Claim" and will be used in determining any distribution made to creditors of Maple Bank.

**DATED** at Toronto, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

KPMG Inc. in its capacity as Court-appointed  
Liquidator of Maple Bank GmbH (Toronto Branch)  
Bay Adelaide Centre  
333 Bay Street, Suite 4600  
Toronto, ON M5H 2S5  
Canada

Attention: Sven Dedic: [sdedic@kpmg.ca](mailto:sdedic@kpmg.ca)  
Fax: (416) 777-3364  
Phone: (416) 777-3091



**SCHEDULE "F"**

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**DISPUTE NOTICE**

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We hereby give you notice of our intention to dispute the Notice of Disallowance bearing Reference Number \_\_\_\_\_ and dated \_\_\_\_\_ issued in respect of our claim.

**Reasons for Dispute** (attach additional sheet and copies of all supporting documentation if necessary):

Name of Creditor: \_\_\_\_\_

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\_\_\_\_\_  
(Signature of individual completed this Dispute)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Please Print Name)

**Telephone Number:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

**Facsimile Number** \_\_\_\_\_

**Full Mailing Address:** \_\_\_\_\_

**THIS FORM TO BE RETURNED BY PREPAID ORDINARY MAIL, COURIER,  
PERSONAL DELIVERY OR ELECTRONIC OR FACSIMILE TRANSMISSION  
AND BE RECEIVED BY THE LIQUIDATOR NO LATER THAN 4:00 P.M.  
(EASTERN STANDARD TIME) ON [ X ] TO:**

KPMG Inc. in its capacity as Court-appointed  
Liquidator of Maple Bank GmbH (Toronto Branch)  
Bay Adelaide Centre  
333 Bay Street, Suite 4600  
Toronto, ON M5H 2S5  
Canada

Attention: Sven Dedic: [sdedic@kpmg.ca](mailto:sdedic@kpmg.ca)  
Fax: (416) 777-3364  
Phone: (416) 777-3091

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

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

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

PROCEEDING COMMENCED AT  
TORONTO

**CLAIMS PROCEDURE ORDER**  
**(JUNE 8, 2016)**

**GOWLING WLG (CANADA) LLP**  
Barristers & Solicitors  
1 First Canadian Place  
100 King Street West, Suite 1600  
Toronto, ON M5X 1G5

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**Thomas Gertner:** thomas.gertner@gowlingwlg.com

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