

SCHEDULE "A"

AGREEMENT made this 15th day of March, 1974;

BETWEEN:

INVESTORS TRUST COMPANY (hereinafter called "Investors"), a trust company duly incorporated under the laws of Canada and having its head office at the City of Winnipeg in the Province of Manitoba,

OF THE FIRST PART;

AND:

MONTREAL TRUST COMPANY (hereinafter called "Montreal Trust"), a trust company duly incorporated under the laws of the Province of Quebec and having its head office at the City of Montreal in the said Province,

OF THE SECOND PART.

WHEREAS each of Investors and Montreal Trust is duly registered to carry on the business of a trust company within the Provinces of Quebec, Ontario, Manitoba, Saskatchewan and Alberta;

AND WHEREAS Montreal Trust is the beneficial owner of all the issued and outstanding shares of the capital stock of Investors, other than directors' qualifying shares which Montreal Trust has the right to acquire and intends to acquire;

AND WHEREAS Investors has ceased to offer or perform services to the public in the said Provinces, other than such services as are necessarily performed in its name in order to discharge its existing duties and obligations, and Montreal Trust has substantially taken over Investors' staff and business as a trust company within the said Provinces;

AND WHEREAS it is desirable that Investors transfer to Montreal Trust and Montreal Trust acquire from Investors all of its business, undertaking and assets and that Montreal Trust assume all of the rights, powers, duties, obligations and liabilities of Investors.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1 Investors hereby sells, grants, conveys, assigns, transfers, delivers and sets over unto Montreal Trust and Montreal Trust hereby purchases from Investors all the business, undertaking and assets of Investors, including but without limiting the generality of the foregoing:

- (a) the entire goodwill of Investors including the right to hold out and represent Montreal Trust as carrying on the business of Investors in succession thereto;
- (b) all real and personal, immovable and movable property and all rights in such property belonging to Investors;
- (c) all the book and other debts due or to become due to Investors in connection with the said business and the full benefit of all securities for such debts;
- (d) the full benefit of all contracts and engagements to which Investors is or may be entitled in connection with the said business;

(e) all fees and compensation due to, or accruing due to, or earned by Investors in connection with any services rendered by Investors, whether or not such fees and compensation have been fixed by agreement, by order of a competent court or otherwise;

(f) all cash in hand and in banks and other depositories and all bills, notes, bonds, debentures, stocks, securities, obligations, moneys, instruments and credits belonging to Investors; and

(g) all chattels, furniture, books of account, franchises, effects, records and files of Investors.

2 Investors hereby assigns and transfers unto Montreal Trust and Montreal Trust hereby accepts from Investors and assumes all trusts, trust estates and appointments of every kind and description granted to or assumed or held by Investors, including incomplete or inchoate trusts, and all moneys received or deemed to have been received by Investors in trust and all of the rights and powers of Investors with respect thereto.

3 In consideration of the sale, conveyance, assignment, transfer, delivery and setting over unto Montreal Trust of such business, undertaking and assets and the assignment and transfer to Montreal Trust of such trusts, trust estates, appointments and moneys, Montreal Trust:

(a) hereby assumes all debts, duties, obligations and liabilities of Investors whatsoever, all trusts, trust estates and appointments of every kind and description binding upon Investors and all duties and responsibilities of Investors with respect to such trusts, trust estates, appointments and moneys;

(b) agrees to pay, satisfy, discharge, perform and fulfill all such debts, duties, obligations and liabilities and the duties and responsibilities of Investors with respect to all such trusts, trust estates, appointments and moneys;

(c) shall indemnify and keep indemnified Investors from and against all such debts, duties, obligations and liabilities and against all actions, proceedings, costs, damages, claims, demands and other proceedings in respect thereof and in respect of such trusts, trust estates, appointments and moneys; and

(d) agrees to pay to Investors an amount in cash equal to the book value of the assets of Investors less the face value of the liabilities of Investors as of the effective date referred to hereinafter.

4 This sale and purchase and assignment and transfer shall take effect as of the end of the day of March 31, 1974 or of such later date or dates as shall be agreed to in writing by the parties hereto and as of that date (herein referred to as the "effective date"), subject as hereinafter provided, the business, undertaking and assets of Investors shall be vested in Montreal Trust and all debts, duties, obligations and liabilities of Investors and all trusts, trust estates and appointments binding upon Investors shall be vested in and bind Montreal Trust. Notwithstanding the foregoing, the business, undertaking and assets of Investors within the Province of Ontario shall be vested in Montreal Trust on the date when this Agreement is approved by the assent of the Lieutenant Governor in Council of the Province of Ontario and on that date all debts, duties, obligations and liabilities of Investors within that Province and all trusts, trust estates and appointments binding upon Investors within that Province shall be vested in and bind Montreal Trust.

5 From and after the effective date and pending the approval of any governmental or constituted authority of Canada or a province of Canada that may be required, Investors shall be deemed to be carrying on business for the account of Montreal Trust and shall account to Montreal Trust and be indemnified accordingly, provided that if any such approval is not given by the thirty-first day of December, 1974, then this Agreement shall be void and without effect as to the business, undertaking and assets and the debts, duties, obligations, liabilities, trust, trust estates and appointments of Investors within Canada or, as the case may be, within the province or provinces where such approval is required but is not given.

6 All rights of action and things in action possessed by Investors may be exercised or enforced, and any proceedings which may have been commenced by Investors in connection therewith prior to the date when the same become vested in Montreal Trust may be continued in the name of Investors for the benefit of Montreal Trust or in the name of Montreal Trust. Nevertheless, nothing in this Agreement shall derogate from or extinguish any right of action or thing in action now vested in Investors in connection with the business of Investors which is not capable of assignment or transfer, and any such rights or thing in action shall remain vested in and enforceable by Investors and Investors shall take such proceedings as Montreal Trust may require to enforce, exercise or realize upon such rights of action or things in action in Investors' name but for the benefit of Montreal Trust.

7 Investors covenants and agrees to execute and deliver to Montreal Trust forthwith and from time to time hereafter all such deeds, transfers, bills of sale, conveyances, assignments and other documents in writing and do all such things as may be necessary or expedient to supplement and confirm the vesting in Montreal Trust of the business and undertaking and the title to all assets and property of Investors wheresoever situate and, if required by Montreal Trust, shall join with Montreal Trust in any application to governmental or constituted authority by way of supplement or in lieu of such conveyances, assignments, transfers and other documents required for the said purpose.

8 The parties hereto covenant and agree that their respective duly authorized officers may enter into and execute such agreements as may be necessary or convenient to extent the effective date of this sale and purchase and assignment and transfer and to make such amendments and modifications to this Agreement as to such officers seem necessary or desirable, the execution of any such agreement by such officers to be conclusive evidence of their authority so to do, provided however that no amendment or modification to this Agreement shall be such as to provide that less than all of the business, undertaking and assets of Investors within a province of Canada and less than all of the debts, duties, obligations, liabilities, trusts, trust estates and appointments of Investors within that province shall become vested in Montreal Trust.

9 This Agreement may be executed in two or more counterparts all of which together shall constitute one and the same document.

IN WITNESS WHEREOF the parties hereto have executed this Agreement and their corporate seals have been hereunto affixed by the hands of their proper officers in that behalf.

SEAL OF
INVESTORS TRUST COMPANY

SEAL OF
MONTREAL TRUST COMPANY

INVESTORS TRUST COMPANY

F.E. Case, President.

J.K. Reynolds, Secretary.

MONTREAL TRUST COMPANY

Paul Britton Paine, President.

J.K. Reynolds, Secretary.

NOTE: This Act replaces S.M. 1974, c. 80.